



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, March 5, 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 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/88264710119>

Meeting ID: 882 6471 0119
Passcode: **236493**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Acknowledgement of Certification**
 - Alderman Wilson – Municipal Governance Institute Certification
4. **Consent Agenda**
 - **Minutes**
 - February 6, 2024, Board of Aldermen Work Session Minutes
 - February 6, 2024, Board of Aldermen Regular Session Minutes
 - **Resolution 1312 - 1319, Leak Adjustments**

Resolutions approving water and wastewater adjustments.

 - Resolution 1312 – Lora Evens in the amount of \$113.93
 - Resolution 1313 – Clarus William in the amount of \$171.23
 - Resolution 1314 – Michael Marshall in the amount of \$120.41
 - Resolution 1315 – Shantelle Mathis in the amount of \$75.06
 - Resolution 1316 – Kelsey Mertz in the amount of \$66.25
 - Resolution 1317 – Larry Skibsted in the amount of \$131.40
 - Resolution 1318 – Lindsay Nelson in the amount of \$147.42
 - Resolution 1319 – Megan Holland in the amount of \$186.33
 - **Resolution 1320, MOU with the Lion's Club**

A Resolution authorizing the Mayor to execute a Memorandum of Understanding with the Smithville Lion's Club for sponsorship of their Farmers and Maker's Market.
 - **Resolution 1321, Agreement with GBA Design Services**

A Resolution authorizing and directing the Mayor to enter into an agreement with GBA Engineering Services for the Second Creek and Riverwalk design.
 - **Resolution 1322, Bid Award No. 24-06 Street Maintenance Program**

A Resolution awarding Bid No. 24-06, Street Maintenance Program to Asphaltic Surfaces in the amount of \$262,573.
 - **Resolution 1323, Sidewalk Maintenance Program**

A Resolution awarding Bid No. 24-03, to KC Concrete to complete improvements in Harborview as part of the Sidewalk Replacement Program in the amount not to exceed \$16,151.68 and authorize a force account of approximately \$10,000.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. **Committee Reports**
 - Planning Commission
 - Finance Committee
 - Parks and Recreation Committee
 - Economic Development Committee
6. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

7. **Bill No. 3024-24, Destruction of Records – 2nd Reading**

An Ordinance authorizing staff to proceed with the destruction of certain administrative, police, finance and parks documents as authorized by the retention and destruction schedule approved by the Secretary of State's Office. 2nd reading by title only.

8. **Bill No. 3025-24, FY2024 Budget Amendment No. 2 – Emergency Ordinance Sponsored by Mayor Boley - 1st & 2nd Reading**
An Ordinance amending the FY2024 Operating Budget to add \$30,000 to the General Fund and \$200,831.87 to the CWWS (Combined Water and Waste Water System) expenditure budget. 1st and 2nd reading by title only.
9. **Bill No. 3026-24 Amending Site Plan Regulations for all Conditional Use Permits – 1st Reading**
An Ordinance amending sections of Chapter 400 of the Zoning Code related to site plan review for all Conditional Use permits. 1st reading by title only.
10. **Bill No. 3027-24, Rezoning 16000 and 16100 North 169 Highway to R-3 – 1st Reading**
An Ordinance changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 16000 and 16100 North 169 Highway. 1st reading by title only.
11. **Bill No. 3028-24, Agreement with Central Missouri Regional Lodge #50 – 1st Reading**
An Ordinance authorizing the City to enter into a labor agreement with West Central Missouri Regional Lodge #50 of the Fraternity Order of Police representing the non-supervisory bargaining unit. 1st reading by title only.
12. **Bill No. 3029-24, Fairview Crossing CID Cooperative Agreement – 1st Reading**
An Ordinance approving the cooperative agreement among the City of Smithville, Missouri, the Fairview Crossing Community Improvement District and Kansas City Properties & Investments, LLC to implement the Fairview Crossing Community Improvement District.
13. **Resolution 1324, Purchase of Backwash Pump**
A Resolution approving the purchase from Mid-America Pump for the replacement of a Backwash Pump at the water Treatment Plant in the amount of \$18,136.40.
14. **Resolution 1325, Award Bid No. 24-01, Water Treatment Plant Improvements**
A Resolution awarding Bid No. 24-01, Water Treatment Improvements to David E. Ross Construction Company in the amount of \$1,363,800 and approving a force account of \$100,000 for a total project cost of \$1,463,800.
15. **Resolution 1326, Award Bid No. 24-07, First and Bridge Street Waterline Improvements**
A Resolution awarding Bid No. 24-07, First and Bridge Street Waterline improvement to Engemann Drainage Company in the amount of \$116,713.60.
16. **Resolution 1327, Reappointing City Attorney**
A Resolution authorizing the reappointment of John Reddoch as City Attorney and Scott Sullivan as Assistant City Attorney at a new hourly rate of \$200 per hour.
17. **Resolution 1328, Improvements to Water Distribution System**
A Resolution approving a bid from Fleshman Construction for improvements to the water distribution system in the amount of \$26,322.
18. **Resolution 1329, Site Plan – Construction of a Transfer Station**
A Resolution authorizing site plan approval for construction of a transfer station facility at 14890 North Industrial Drive in accordance with the approved Conditional Use Permit.
19. **Resolution 1330, Change Order No. 4 for Fourth Street Improvements**
A Resolution approving the Changer Order No. 4 with Menke Excavating for Fourth Street in the amount of \$16,760.

OTHER MATTERS BEFORE THE BOARD

20. **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.
21. **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.
22. **Adjournment to Executive Session Pursuant Section 610.021(3) RSMo.**





Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Administration/Utilities/Finance

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**
 - February 6, 2024, Board of Aldermen Work Session Minutes
 - February 6, 2024, Board of Aldermen Regular Session Minutes
- **Resolution 1312 - 1319, Leak Adjustment**

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 - Resolution 1312 – Lora Evens in the amount of \$113.93
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SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other:

- Contract
- Plans
- Minutes

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

February 6, 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 6:33 p.m. A quorum of the Board was present: Melissa Wilson, Marv Atkins, Ronald Russell, Dan Hartman and Leeah Shipley. Dan Ulledahl was present via Zoom.

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

2. Discussion of Record Retention and Scanning of Documents

Cynthia noted that Linda Drummond, City Clerk would provide some background on records retention. The information included in the packet mentions the process that staff is working on to bring forward for a policy to allow documents that are scanned to be retained following state schedule.

Linda explained that the reason this was being brought before the Board is because the Development Department staff has been scanning files by parcel such as: permits application, inspections, plans, etc. in order to be able to research and locate their records easier. These parcel files are located in a large number of filing cabinets. Staff has spoken with the Missouri Secretary of State's office as to their recommendation and they said that a record is a record no matter what format. They explained that it is in best interest of the city to have a record management policy in place. Staff is proposing to complete a draft policy and bring it forward in the near future to the Board for approval. The draft policy would consist of this procedure instead of just filing paper copies. Linda noted that once documents are scanned in they would be checked to make sure that everything in the file is correct, those documents once the scanned file is checked could be shredded.

Cynthia noted that we would continue to follow state retention records. This evening, we have destruction of some records on the regular session agenda for tonight. This actions follows state statute. We do this on an annual basis. At this time, we retain the paper documents and scanned documents. Cynthia noted that Linda is working with staff and the Secretary of State's office to put together a policy for Board review in the future. That policy would outline destruction of paper copies and the saving of scanned documents continuing to follow the record retention timeline. Linda has been working with clerks in the area that are working on a similar plan. Cynthia explained that staff wanted to inform the Board that we are working on this and will be bringing this forward for review in the future. The information included in the work session packet does outline the current retention practices that are statutory that we follow.

Linda explained that the Ordinances, Resolutions and minutes have to be retained in the original document form, but all the other documents can be retained in a scanned format.

Alderman Russell asked about the retention schedule for scanned documents.

Cynthia noted that they follow the same timeline as written paper documents. She explained that there are different timelines for different types of records. Each category of records has its own retention schedule that is outlined in the Secretary of State's retention schedule. Currently we retain the paper documents. Cynthia explained that for instance there are some records in Finance or Police Department or HR that we may have to keep for three years, five years, etc. then we are able to destroy them. With a policy in place, we would have the ability to scan those documents in and then they would be destroyed from the electronic format under the same schedule. The electronic format would be recognized as the official record.

Linda noted that the destruction of those records would still have to be brought before the Board for approval to destroy.

Cynthia added that we cannot destroy any records without bringing it before the Governing Body in an Ordinance which takes two readings.

Alderman Wilson noted that from her prior experience in reviewing scanned documents, unless a destruction time is targeted for those scanned documents, they are just there forever. She said that she would like to see a plan in place when that destruction timeline is targeted for.

Cynthia explained that is exactly why we are looking at a policy that would outline not only the schedule that we can follow but also the procedure we would use.

Alderman Hartman asked if the documents are stored on servers locally or in the cloud and if there is backups for them.

Linda said they are stored both locally and in the cloud.

Mayor Boley noted that the City now has a large format scanner for scanning building plans. He said that he had seen the staff in the Development Department scanning the files and checking them to make sure that the scans are correct.

Linda noted that staff would add as part of the policy that once you have scanned the document in, it is your responsibility to do the first check the scanned document, but it would still need to be signed off on that a second person checked that scanned document.

Alderman Wilson noted that when she worked at the bank they had a three-step process. The document was scanned in, indexed and then a final review and put into the electronic archive. Alderman Wilson noted that she was glad to see staff moving forwards with this.

Alderman Russell asked if staff had looked into offsite storage.

Cynthia said that staff had not since she has been here. She noted that there are some cities that do that but there is a cost involved with it. Cynthia explained that would be one of the things that staff will be looking at because some records have to be paper and will be part of the policy.

Alderman Wilson noted that the staff report clarifies that historical records such as minutes, adopted budgets, Ordinances and Resolutions must be maintained in physical form and may also be maintained in scanned electronic format. She asked if staff would go ahead and scan those documents for easier access.

Linda said yes staff would continue to scan all of those documents also.

Cynthia noted that there has been the conversation of looking at various ways of retaining those records. She explained that staff wants to get this policy in place now so that as we go through the budget process we can be thinking about that expense as well. Cynthia noted that there may be a need for some electronic tools to help in that process. There may be an evaluation of what we do with excess files because as Linda said what has driven this is we have a lot of files taking up a lot of space in the hallway. We will be looking at all of the storage options as part of the budget process and what costs might be.

3. Discussion of South Overlay District

Jack Hendrix, Development Director, noted that in the packet is a draft of an RFQ and an ordinance from Peculiar, Missouri that is an example of what the process could look like.

Jack noted that the Strategic Plan and the Comprehensive Plan process were what is bringing this forward. In January of 2020 we had a kickoff meeting where groups stakeholders were able to join committees.

- ▶ 2019 – Board hires consultant to help create the 2019 Strategic Plan and included significant public engagement
- ▶ 2019 – Board adopts the 2019 Vision and Strategic Plan that Creates the 5 Pillars of Excellence
- ▶ 2020 – City starts the Comprehensive Plan Update Process using the same consultant used for the Strategic Plan
- ▶ This process began with a kickoff meeting in January where groups of stakeholders were able to join committees on each of the 5 Pillars of Excellence

The stakeholder committees were based on those Five Pillars of Excellence.



The Five Pillars of Excellence is what we are basing everything on, including the Comprehensive Plan process. Following the kickoff, the consultant and City staff made available a survey in both paper and online. The survey was presented at the Senior Center and City Hall. The survey was open for 60 days. Once closed, the consultant compiled the data, the comments, etc. in preparation for stakeholder meetings that were planned for mid-March of 2020. Those meetings were cancelled due to COVID. The consultant working with Cynthia, Jack, several staff members and elected officials worked to create a process for handling the public engagement scenarios and came up with an online portal process since unable to meet face to face. Due to more people being at home and able to engage in an online portal process we had more than double the estimated participants.

Staff and the consultants held both hybrid and in person meetings at the end of the Comprehensive Plan process. There were also multiple Planning Commission meetings and public hearings held by the Planning Commission.

Planning and Public Engagement

- ▶ Following the kickoff, a survey was made available online and paper copies were made available at the Senior Center and City Hall
- ▶ The consultant compiled the survey data in preparation for the first Stakeholder meetings.
- ▶ In-person stakeholder meetings planned for mid-March 2020 were cancelled due to Covid-19. The consultant pivoted its processes by creating a new online public engagement strategy.
- ▶ Because more people were at home more people engaged online, and the public engagement numbers were double what were originally anticipated.
- ▶ The process was completed with several hybrid on-line and in-person meetings, as well as multiple Planning Commission public hearings.

The City of Smithville Comprehensive Plan 2030

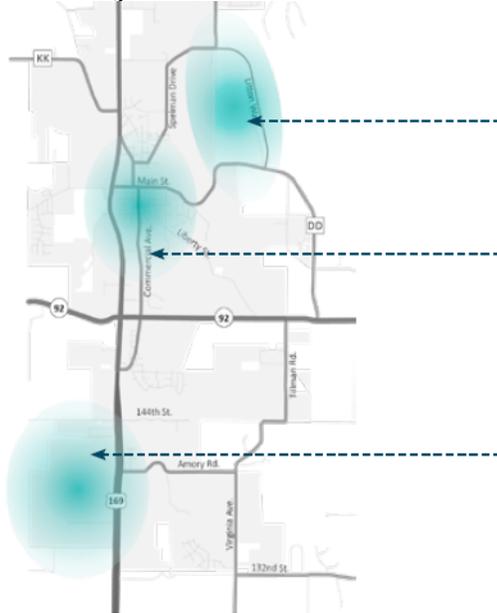
- ▶ The Comprehensive Plan 2030 was adopted by the Planning Commission and approved by the Board of Aldermen as the City's official development policy in November 2020.
- ▶ Uses the 5 Pillars of Excellence as the framework for the new plan
- ▶ Each Pillar has a set of action items that implement the plan
- ▶ These action items have a priority and a timeline designation
- ▶ Included in the Plan is a Future Land Use Map
- ▶ There are three new Overlay Districts included in the Future Land Use Map

Jack noted that located on the City's website is the [Comprehensive Plan Dashboard](#) that allows you to sort each and every one of those steps.

Jack explained that included in the plan is our Future Land Use Plan map. The Future Land Use Plan has three new overlay districts: Smith's Fork Parks Commercial Overlay, Downtown District Overlay and 169 South Employment Center Overlay.

Jack noted that the Smith's Fork Park Commercial Overlay is pending the final approval of the Army Corps of Engineers to allow the City to annex that property.

New Overlay Districts



Smith's Fork Park Commercial Overlay

The Smith's Fork Park Commercial Overlay promotes expanding the City's influence on land adjacent to Smithville Lake and help link the City's commercial and recreational activity to this asset. areas of the City.

Downtown District Overlay

The Downtown District Overlay helps retain the historic character of Smithville's downtown while encouraging enhanced investment and vibrancy.

169 South Employment Center Overlay

The 169 South Employment Center Overlay allows for residential and commercial growth in a key location of the City while encouraging commercial activity on-site if it brings the substantial community and economic benefits

Jack noted that the 169 South Employment Center Overlay is the only location that is specifically called out as an action step. This location is the Business and Economic Pillar to strengthen business and economics. One of the goals in that section is to target and attract key industry niches and the second goal is to establish the overlay. The Comprehensive Plan calls out is the area south of Barton Heights and north of 134th Street, which is where the Smithville Attic Storage and Full Features is located and goes from 169 back to the west not quite to the city limits. This is the identified location of the 169 Sout Employment Center Overlay District.

169 South Employment Overlay Location



Jack explained what an overlay district does is it creates opportunities for variances from the standard zoning rules such as; setbacks, number of building on a lot, the types of uses that can go together, etc. All of these types of things can be included in this overlay but in order to achieve it you have to have an ordinance structure similar to Peculiar. Jack noted that Peculiar did not focus on employment is focused on other factors they decided to use. The ordinance lay out steps so that when the landowners or developers in these areas they know that this is the additional information that the city wants.

Jack noted that the Comprehensive Plan identifies the key industry niches, what industries the City want to bring employment to Smithville. This is the area the Comprehensive Plan focuses on.

Jack noted that the process will include the Economic Development Committee, the Board of Aldermen and the citizens to identify, what do we want to bring, how do we want to bring as far as additional employment to Smithville for this focused area.

The RFQ Process

- ▶ The Request for Qualifications process is not a bid, but instead a method to seek qualified candidates to do the work.
- ▶ Once the City gets the submissions a committee of Board Members and Staff will identify the top candidates for in-person interviews.
- ▶ The committee will then recommend its' preferred candidate.
- ▶ Staff will then negotiate the Scope of Work and Contract with this candidate.
- ▶ The Board will be presented a Contract for approval

RFQ Timeline

- ▶ RFQ will be released to the public February
- ▶ Take submissions for about 30 days
- ▶ The committee will review submissions and select the most qualified for interviews
- ▶ Following the interviews the committee will score and vote on the proposed consultant.
- ▶ Staff will negotiate the scope of work and Contract with the proposed consultant.
- ▶ The Board of Aldermen will then vote on the proposed contract

Jack explained that the timeline is somewhat flexible because we do not know exactly when we will be able to get people in for interviews. Jack noted that we can truncate it if need be if the Board wants it done in a shorter period of time or we can slow the process down. Jack said the main thing is we do not want to drag it out once the RFQ's are submitted because they will be trying to organize their summer work schedule. Staff anticipates this would happen over the spring and summer based upon their submittal.

Cynthia noted that we would anticipate a negotiated contract brought before the Board late spring, early summer for the work to be completed during the summer.

Alderman Russell asked what the budget amount was for this project.

Cynthia noted that there is \$30,000 in the budget for the consultant.

Alderman Hartman thanked Jack for the presentation He noted that he did not think we have to accelerate it and the timeline is fine. He asked if this land was zoned agriculture.

Jack explained that yes right now it is just field, with a couple of houses and some significant amount of sucker brush on the back side of it.

Alderman Wilson noted that she did not see anything wrong with the timeline. She noted that she read the sample ordinance that was in the packet and how detail oriented it is. She said that this project is going to take a lot of work.

Jack said that is why we have to have a consultant. He noted that the benefit of having the ordinance so detailed is it takes out a lot of the discretion. It lays out exactly what we want up front so then when someone comes in with a proposal, they have to meet those requirements.

4. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:55 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

February 6, 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. A quorum of the Board was present: Marv Atkins, Leeah Shipley, Melissa Wilson, Ronald Russell and Dan Hartman. Dan Ulledahl was present via Zoom.

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

2. Pledge of Allegiance lead by Mayor Boley

3. Consent Agenda

- **Minutes**

- January 16, 2024, Board of Aldermen Work Session Minutes
- January 16, 2024, Board of Aldermen Regular Session Minutes

- **Resolution 1308, City Surplus**

A Resolution declaring certain property as surplus.

- **Resolution 1309, Headworks Bar Screen**

A Resolution awarding Bid No. 24-04 Headworks Bar Screen to Ross Construction in the amount of \$133,800 with a force account of \$25,000 for a total cost of \$158,800.

- **Resolution 1310, Leak Adjustment**

A Resolution approving a water and wastewater adjustment in the amount of \$352.28 to utility billing customer Shawn Clarkson.

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

Aldermen Hartman reported on the January 24 Economic Development Committee meeting. They discussed the public art process and will be preparing something to bring forward for the Board. They also discussed working on ideas to take advantage of the traffic from the lake and campers at the campgrounds to help drive business downtown through activities and events.

Alderman Shipley reported on the January 25 Parks and Recreation Committee meeting. Park's events and activities attendance numbers for 2023 were up. The three events held so far in 2024 were all sold out. The Community Award Banquet is scheduled for February 29, it is a great fundraiser for the Legacy Fund and the Chamber of Commerce. Alderman Shipley noted that they also continued discussion on the Emerald Ridge Park design. They are still

considering two options and they want to find the right plan for an inclusive playground for the kids.

5. **City Administrator's Report**

Cynthia Wagner introduced Rick Welch, the new Finance Director. Rick comes to us from Salina, Kansas, where he spent the last three years as Deputy Finance Director. Before that Rick worked in a school district and prior to that in the private sector in finance and accounting. Cynthia noted that we are thrilled to have him on board. The first thing he will be starting is the budget process for 2025 budget. She welcomed Rick.

Cynthia highlighted a couple of items from the Administrator's Report. She provided additional information on a meeting that Jack Hendrix, Development Director, had with the owners and operators of CPC of Missouri relating to the odor and the concerns we have had. Cynthia noted that recently staff has not noticed the odor as much and we have not had as many concerns. Part of that is atmospheric. Jack requested the operators provide their odor mitigation plans so that we understand that process. We hope to receive the plan by the end of the week. This issue will be ongoing monitoring and communications and just working with CPC of Missouri on trying to abate this as much as possible. Staff will keep the Board informed and of course if people do notice the odor and have concerns please contact the City.

Cynthia noted that because of the odor, staff has double-checked all of the areas where there would be a problem if this were sewer related. We do not seem to have any issues with the sewer system in those areas.

Cynthia noted that last week we did have several issues and concerns with the closure of 169 Highway related to the 188th Street construction project that MoDOT is completing. Yesterday morning Chuck Soules, Public Works Director, Mayra Toothman, Assistant to the Public Works Director and Chief Lockridge met at the 188th Street construction site with representatives from MoDOT and the contractor to talk about the longer term of that project because of its impact on the community, specifically on the schools. The contractor and MoDOT understand those concerns and are working to adjust their schedule and to push the shutdown of that intersection to late May. This is in recognition of the school calendar. There is some work that will have to occur in mid to late May that will close down the area just north of the intersection. We are hopeful that that will mitigate some of the impact on schools for the shorter period of time. Cynthia noted that anytime we get updates from MoDOT we do share the updates with representatives of the school district. We are communicating the school district's concerns with MoDOT. Cynthia noted that there were some issues between the contractor and their subcontractor on signage for the closure and getting that information out. They are working to get clearer information and to post signs with regard to truck routes and reduce the heavy traffic on City streets. Staff will continue to monitor and work through that as that project continues.

Cynthia noted that the FY2024 budget includes \$25,000 for Neighborhood Beautification Grants. This is the third year of that grant process. We did have an open period for neighborhoods to submit their draft applications. The drafts are for staff to review and provide feedback. This process helps the final review go more quickly. To date, we have received four applications. Staff will be providing feedback to those HOAs that submitted the draft applications. Cynthia noted that it is not required for a subdivision to submit a draft application so other HOAs can still submit their application. Final applications for the Neighborhood Beautification Grant are due by March 8 and will be awarded at the April 16 Board of Aldermen meeting.

ORDINANCES & RESOLUTIONS

6. **Bill No. 3024-24, Destruction of Records – 1st Reading**

Alderman Atkins moved to approve Bill No. 3024-24, authorizing staff to proceed with the destruction of certain administrative, police, finance and parks documents as authorized by the retention and destruction schedule approved by the Secretary of State's Office. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3024-24 approved for first reading.

7. **Resolution 1311, Temporary Liquor License**

Alderman Atkins moved to approve Resolution 1311, issuing a Temporary Liquor License to Chops BBQ and Catering and Mama Doe's Ice Cream Bar for the Adult Egg Hunt to be held Friday, March 29, 2024. Alderman Russell seconded motion.

No discussion.

Ayes – 5, Noes – 0, Abstained – 1 (Alderman Ulledahl), motion carries. Mayor Boley declared Resolution 1311 approved.

OTHER MATTERS BEFORE THE BOARD

8. **Public Comment**

None

9. **New Business from the Floor**

None

10. **Adjournment to Executive Session Pursuant to Section 610.021(1,2,3&12)RSMo.**

Alderman Hartman moved to adjourn to Executive Session Pursuant to Section 610.021(1,2,3&12)RSMo. Alderman Atkins seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to Executive Session at 7:15 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1312, A Resolution Approving A Water Leak Adjustment Request.

REQUESTED BOARD ACTION:

Motion to approve Resolution 1312, approving a water and wastewater leak adjustment in the amount of \$113.93 to utility billing customer Lora Evers.

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

On or about November 30, 2023, the Utilities Department obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the November billing cycle, Lora Evers had started the cycle with a read of 1,170 and finished the November cycle with a read of 1,340, which resulted in consumption of 17,000 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Lora Evers has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

On or about December 29, 2023, the Utilities Department obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Lora Evers had started the cycle with a read of 1,340 and finished the December cycle with a read of 1,647, which resulted in consumption of 30,700 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Lora Evers has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

If approved, the leak adjustment would issue a credit of \$113.93 to Lora Evers utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$113.93.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Repair Documentation
- Contract
- Plans
- Minutes

RESOLUTION 1312

**A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK
ADJUSTMENT REQUEST**

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

WHEREAS, Lora Evers, a residential utility billing customer with account 10-003328-04, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$113.93.

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

A water and wastewater leak adjustment in the amount of \$113.93 shall be credited to account 10-003328-04 of residential utility billing customer Lora Evers.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Lora Evers

Utility Service Address: 1107 Sunflower St

Utility Account Number: 10-003328-04

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$113.93 at the Board of Alderman meeting on 3/5/2024.

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

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

 2/1/24
Customer's Signature Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Lora Evers**

Utility Service Address: **1107 Sunflower Street**

Utility Account Number: **10-003328-04**

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

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

City's normal water rate (per 1,000 gallons): \$9.04
 Average monthly water usage for this property: 4,100 gallons

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

City's wholesale water rate (per 1,000 gallons): \$5.40

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

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

City's normal wastewater rate (per 1,000 gallons): \$7.69
 Average monthly wastewater usage for this property: 4,100 gallons

Was the leak inside or outside the home: inside

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

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

MONTH 1	
Original Water Bill Amount	
17,000 gallons @ 9.04 per 1,000 gallons =	153.68
Adjusted Water Bill Amount	
8,200 gallons @ 9.04 per 1,000 gallons =	74.13
+ 8,800 gallons @ 5.4 per 1,000 gallons =	47.52
	121.65
Water Discount =	32.03
Original Wastewater Bill Amount	
17,000 gallons @ 7.69 per 1,000 gallons =	130.73
Adjusted Wastewater Bill Amount	
17,000 gallons @ 7.69 per 1,000 gallons =	130.73
Wastewater Discount =	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
30,700 gallons @ 9.04 per 1,000 gallons =	277.53
Adjusted Water Bill Amount	
8,200 gallons @ 9.04 per 1,000 gallons =	74.13
+ 22,500 gallons @ 5.4 per 1,000 gallons =	121.50
	195.63
Water Discount =	81.90
Original Wastewater Bill Amount	
30,700 gallons @ 7.69 per 1,000 gallons =	236.08
Adjusted Wastewater Bill Amount	
30,700 gallons @ 7.69 per 1,000 gallons =	236.08
Wastewater Discount =	0.00

Total Discount = 113.93

THANK YOU FOR SHOPPING AT
EUSTON HARDWAR-12 SV
116 N. 169 HIGHWAY Smithville MO
Remittance Address is
BOX 303 JUNCTION CITY,KS 66441
(816) 532-0525

12/17/23 10:14AM 12LUKAS 331 SALE

400007 -2 EA \$8.49 EA
3" RED RUBBER FLAPPER \$16.98

SUB-TOTAL:\$ 16.98 TAX:\$ 1.44
TOTAL:\$ 18.42
BC AMT:\$ 18.42

BK CARD#: XXXXXXXXXXXXX5199
MID:*****1885 TID:***7341
AUTH: 854474 AMI:\$ 18.42
Post Reference #:094785 Bat#

Authorizing Network: VISA

Cardless
CARD TYPE:VISA

EYPR: XXXX

AID: A0000000030101

V_RCH_1120

000109AUJ608000
FST : 6800

ARC : 00

MODE : Issuer

CVM :

Name : VISA DEBIT

ATC : 0121

AC : E6D63B11889BA09E

TxnID/ValCode: 157726

Bank card

USDS

18.42



=>> JRNL#A94785/D

CUST NO:*10012

<<==

THANK YOU CHARLES EVERS
FOR YOUR PATRONAGE

ADDR:

CASH CUSTOMER - SMITHVILLE

Customer Copy



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1313, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1313, approving a water and wastewater leak adjustment in the amount of \$171.23 to utility billing customer Clarus Williams.

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

On or about December 30, 2023, the Utilities Division obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Clarus Williams had started the cycle with a read of 335 and finished the December cycle with a read of 551, which resulted in consumption of 21,600 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Clarus Williams has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

On or about January 30, 2024, the Utilities Division obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the January billing cycle, Clarus Williams had started the cycle with a read of 551 and finished the January cycle with a read of 1,065, which resulted in consumption of 51,400 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Clarus Williams has provided proof of repair/maintenance of the toilet leak which caused the high usage during the January billing cycle.

If approved, the leak adjustment would issue a credit of \$171.23 to Clarus Williams utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$171.23.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Repair Documentation
- Contract
- Plans
- Minutes

RESOLUTION 1313

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Clarus Williams, a residential utility billing customer with account 06-005780-00, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$171.23.

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

A water and wastewater leak adjustment in the amount of \$171.23 shall be credited to account 06-005780-00 of residential utility billing customer Clarus Williams.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Clarus Williams

Utility Service Address: 110 Porter Drive

Utility Account Number: 06-005780-00

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$171.23 at the Board of Alderman meeting on 3/5/2024.

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

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

Clarus Williams
Customer's Signature

2-7-24
Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Clarus Williams**

Utility Service Address: **110 Porter Drive**

Utility Account Number: **06-005780-00**

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

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

City's normal water rate (per 1,000 gallons): \$10.40
 Average monthly water usage for this property: **8,033** gallons

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

City's wholesale water rate (per 1,000 gallons): \$6.21

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

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

City's normal wastewater rate (per 1,000 gallons): \$8.84
 Average monthly wastewater usage for this property: **8,033** gallons

Was the leak inside or outside the home: **inside**

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

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

MONTH 1	
Original Water Bill Amount	
21,600 gallons @ 10.4 per 1,000 gallons =	224.64
Adjusted Water Bill Amount	
16,066 gallons @ 10.4 per 1,000 gallons =	167.09
+ 5,534 gallons @ 6.21 per 1,000 gallons =	34.37
	201.46
Water Discount =	23.18
Original Wastewater Bill Amount	
8,033 gallons @ 8.84 per 1,000 gallons =	71.01
Adjusted Wastewater Bill Amount	
8,033 gallons @ 8.84 per 1,000 gallons =	71.01
Wastewater Discount =	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
51,400 gallons @ 10.4 per 1,000 gallons =	534.56
Adjusted Water Bill Amount	
16,066 gallons @ 10.4 per 1,000 gallons =	167.09
+ 35,334 gallons @ 6.21 per 1,000 gallons =	219.42
	386.51
Water Discount =	148.05
Original Wastewater Bill Amount	
8,033 gallons @ 8.84 per 1,000 gallons =	71.01
Adjusted Wastewater Bill Amount	
8,033 gallons @ 8.84 per 1,000 gallons =	71.01
Wastewater Discount =	0.00

Total Discount = 171.23

512704

Statement		DATE 01-08-24	TERMS
TO Buzz Williams			
110 Porter Drive			
Smithville, MO 64089			
IN ACCOUNT WITH Russell			
Armstrong Home Solutions			
Labor to replace			\$95.00
bad stool parts			
Parts to replace			
bad stool Guts.			39.00
The Old parts would not shut off the water after stool was full and caused the creating water to continuously flow & not shut off			
CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT \$134.00



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1314, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1314, approving a water and wastewater leak adjustment in the amount of \$120.41 to utility billing customer Michael Marshall.

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

On or about December 30, 2023, the Utilities Division obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Michael Marshall had started the cycle with a read of 1,009 and finished the December cycle with a read of 1,088, which resulted in consumption of 7,900 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Michael Marshall has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

On or about January 30, 2024, the Utilities Division obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the January billing cycle, Michael Marshall had started the cycle with a read of 1,088 and finished the January cycle with a read of 1,331, which resulted in consumption of 24,300 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Michael Marshall has provided proof of repair/maintenance of the toilet leak which caused the high usage during the January billing cycle.

If approved, the leak adjustment would issue a credit of \$120.41 to Michael Marshall's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$120.41.

ATTACHMENTS:

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

RESOLUTION 1314

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Michael Marshall, a residential utility billing customer with account 02-005570-00, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$120.41.

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

A water and wastewater leak adjustment in the amount of \$120.41 shall be credited to account 02-005570-00 of residential utility billing customer Michael Marshall.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Michael Marshall

Utility Service Address: 401-C Woodland Ave

Utility Account Number: 02-005570-00

The residential utility billing customer referenced above has notified City staff of a water leak and is requesting a leak adjustment. City staff has verified the water consumption of the month(s) in question is more than two (2) times the monthly average for this property, no other leak adjustment has occurred in the previous thirty-six (36) month period, covers a single event and repair receipts have been provided. *no more the 5 times*

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$120.41 at the Board of Alderman meeting on 3/5/2024.

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

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

Michael Marshall
Customer's Signature

2/3/24
Date

Major Rentals & Investment
PO Box 252
Smithville, MO 64089

City of Smithville
Water Department
tgomez@smithville.mo.gov

Re: 401 Woodland, Apt 3

To Whom It May Concern:

Sean Todd from our office repaired a leaky toilet at 401 Woodland, Apt 3 on February 12, 2024. Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Karla Gant', written in a cursive style.

Karla Gant
Major Rentals



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Michael Marshall**

Utility Service Address: **401-C Woodland Ave**

Utility Account Number: **02-005570-00**

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

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

City's normal water rate (per 1,000 gallons): \$10.40
 Average monthly water usage for this property: **866 gallons**

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

City's wholesale water rate (per 1,000 gallons): \$6.21

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

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

City's normal wastewater rate (per 1,000 gallons): \$8.84
 Average monthly wastewater usage for this property: **866 gallons**

Was the leak inside or outside the home: **inside**

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

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

MONTH 1	
Original Water Bill Amount	
7,900 gallons @ 10.4 per 1,000 gallons =	82.16
Adjusted Water Bill Amount	
1,732 gallons @ 10.4 per 1,000 gallons =	18.01
+ 6,168 gallons @ 6.21 per 1,000 gallons =	38.30
	56.31
Water Discount = 25.85	
Original Wastewater Bill Amount	
7,900 gallons @ 8.84 per 1,000 gallons =	69.84
Adjusted Wastewater Bill Amount	
7,900 gallons @ 8.84 per 1,000 gallons =	69.84
Wastewater Discount = 0.00	

MONTH 2 (if applicable)	
Original Water Bill Amount	
24,300 gallons @ 10.4 per 1,000 gallons =	252.72
Adjusted Water Bill Amount	
1,732 gallons @ 10.4 per 1,000 gallons =	18.01
+ 22,568 gallons @ 6.21 per 1,000 gallons =	140.15
	158.16
Water Discount = 94.56	
Original Wastewater Bill Amount	
24,300 gallons @ 8.84 per 1,000 gallons =	214.81
Adjusted Wastewater Bill Amount	
24,300 gallons @ 8.84 per 1,000 gallons =	214.81
Wastewater Discount = 0.00	

Total Discount = 120.41



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1315, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1315, approving a water and wastewater leak adjustment in the amount of \$75.06 to utility billing customer Shantelle Mathis.

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

On or about January 30, 2024, the Utilities Division obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the January billing cycle, Shantelle Mathis had started the cycle with a read of 293 and finished the January cycle with a read of 418, which resulted in consumption of 12,500 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Shantelle Mathis has provided proof of repair/maintenance of the toilet leak which caused the high usage during the January billing cycle.

If approved, the leak adjustment would issue a credit of \$75.06 to Shantelle Mathis' utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$75.06.

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: Repair Documentation | |

RESOLUTION 1315

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Shantelle Mathis, a residential utility billing customer with account 08-000820-09, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$75.06.

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

A water and wastewater leak adjustment in the amount of \$75.06 shall be credited to account 08-000820-09 of residential utility billing customer Shantelle Mathis.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Shantelle Mathis

Utility Service Address: 317 Lakeland Dr

Utility Account Number: 08-000820-09

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$75.06 at the Board of Alderman meeting on 3/5/2024.

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

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

A handwritten signature in blue ink, appearing to be "Shantelle Mathis", written over a horizontal line.

Customer's Signature

A handwritten date "2/13/24" in blue ink, written over a horizontal line.

Date

400 Park Dr
Smithville, MO 64089-9406



(816) 532-0737
taylorpsi@sbcglobal.net

PLUMBING SERVICES, INC.

BILL TO

Sherrie and Regie Coulter
603 Liberty Rd.
Box 541
Smithville, MO 64089

Visit us on our Website!
www.TaylorPlumbingServicesInc.com

DATE	INVOICE #
1/18/2024	29575

REP	2nd Rep	DESCRIPTION	RATE	N F R	AMOUNT
B	KG				
ITEM	QTY	DESCRIPTION	RATE	N F R	AMOUNT
RPR021370		Work location: 317 Lakeland Repair 1/2" Copper Water Line (at toilet)			233.06
		Thank you for your payment at time of service sq apvd			

Proud Members of:



Total	\$233.06
--------------	-----------------

A service charge of 2% per month will be added on overdue accounts. Minimum - \$2.00

www.facebook.com/taylorplumbingservices



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Shantelle Mathis**

Utility Service Address: **317 Lakeland Drive**

Utility Account Number: **08-000820-09**

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

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

City's normal water rate (per 1,000 gallons): \$10.40
 Average monthly water usage for this property: 5,100 gallons

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

City's wholesale water rate (per 1,000 gallons): \$6.21

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

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

City's normal wastewater rate (per 1,000 gallons): \$8.84
 Average monthly wastewater usage for this property: 5,100 gallons

Was the leak inside or outside the home: outside

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

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

MONTH 1	
Original Water Bill Amount	
12,500 gallons @ 10.4 per 1,000 gallons =	130.00
Adjusted Water Bill Amount	
10,200 gallons @ 10.4 per 1,000 gallons =	106.08
+ 2,300 gallons @ 6.21 per 1,000 gallons =	14.28
	120.36
Water Discount =	9.64
Original Wastewater Bill Amount	
12,500 gallons @ 8.84 per 1,000 gallons =	110.50
Adjusted Wastewater Bill Amount	
5,100 gallons @ 8.84 per 1,000 gallons =	45.08
Wastewater Discount =	65.42

MONTH 2 (if applicable)	
Original Water Bill Amount	
gallons @ 10.4 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 10.4 per 1,000 gallons =	0.00
+ 0 gallons @ 6.21 per 1,000 gallons =	0.00
	0.00
Water Discount =	0.00
Original Wastewater Bill Amount	
0 gallons @ 8.84 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 8.84 per 1,000 gallons =	0.00
Wastewater Discount =	0.00

Total Discount = 75.06



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1316, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1316, approving a water and wastewater leak adjustment request.

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

On or about December 30th 2024, the Utilities Division obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Kelsey Mertz had started the cycle with a read of 3,346 and finished the December cycle with a read of 3,576, which resulted in consumption of 23,000 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Kelsey Mertz has provided proof of repair/maintenance of the faucet leak which caused the high usage during the December billing cycle.

If approved, the leak adjustment would issue a credit of \$66.25 to Kelsey Mertz's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$66.25.

ATTACHMENTS:

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

RESOLUTION 1316

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Kelsey Mertz, a residential utility billing customer with account 10-001470-03, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$66.25.

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

A water and wastewater leak adjustment in the amount of \$66.25 shall be credited to account 10-001470-03 of residential utility billing customer Kelsey Mertz.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Kelsey Mertz

Utility Service Address: 14901 Diamond Lane

Utility Account Number: 10-001470-03

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$66.25 at the Board of Alderman meeting on ~~1/16/2023~~. 3/5/24

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

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

[Signature]

Customer's Signature

2/13/24

Date



Date of Service: 12.26.2024

Address: 19401 Diamond Ln Smithville MO, 64089

Estimate : \$400.00

Invoice #: SA-455875

Scope of Work:

Resident's bathtub faucet in the main bathroom won't shut off completely. Water is leaking through the faucet when turned to the off position. Water leaking nonstop.

Vendor - Snake n Rooter

Assessment: The vendor fixed the issue and replaced the handle of the faucet as well.

Alfonso Esquivel

National Maintenance Associate

O: 512-851-8950

E: alesquivel@msrenewal.com

Main Street Renewal LLC is a licensed real estate brokerage.

Information about Brokerage Services: <https://www.trec.state.tx.us/pdf/contracts/IABS1-0.pdf> and Consumer Protection:

<https://www.trec.state.tx.us/pdf/forms/Miscellaneous/CN1-2.pdf>



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Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Kelsey Mertz**

Utility Service Address: **19401 Diamond Lane**

Utility Account Number: **10-001470-03**

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

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

City's normal water rate (per 1,000 gallons): \$9.04
 Average monthly water usage for this property: 2,400 gallons

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

City's wholesale water rate (per 1,000 gallons): \$5.40

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

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

City's normal wastewater rate (per 1,000 gallons): \$7.69
 Average monthly wastewater usage for this property: 2,400 gallons

Was the leak inside or outside the home: inside

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

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

MONTH 1	
Original Water Bill Amount	
23,000 gallons @ 9.04 per 1,000 gallons =	207.92
Adjusted Water Bill Amount	
4,800 gallons @ 9.04 per 1,000 gallons =	43.39
+ 18,200 gallons @ 5.4 per 1,000 gallons =	98.28
	141.67
Water Discount =	66.25
Original Wastewater Bill Amount	
23,000 gallons @ 7.69 per 1,000 gallons =	176.87
Adjusted Wastewater Bill Amount	
23,000 gallons @ 7.69 per 1,000 gallons =	176.87
Wastewater Discount =	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
gallons @ 9.04 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 9.04 per 1,000 gallons =	0.00
+ 0 gallons @ 5.4 per 1,000 gallons =	0.00
	0.00
Water Discount =	0.00
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Wastewater Discount =	0.00

Total Discount = 66.25



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1317, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1317, approving a water and wastewater leak adjustment request.

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

On or about December 28, 2024, the Utilities Division obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Larry Skibsted had started the cycle with a read of 19 and finished the December cycle with a read of 183, which resulted in consumption of 16,400 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Larry Skibsted has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

On or about January 30, 2024, the Utilities Division obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the January billing cycle, Larry Skibsted had started the cycle with a read of 183 and finished the December cycle with a read of 389, which resulted in consumption of 20,600 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Larry Skibsted has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

If approved, the leak adjustment would issue a credit of \$131.40 to Larry Skibsted's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$131.40.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Repair Documentation
- Contract
- Plans
- Minutes

RESOLUTION 1317

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Larry Skibsted, a residential utility billing customer with account 03-003490-01, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$131.40.

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

A water and wastewater leak adjustment in the amount of \$131.40 shall be credited to account 03-003490-01 of residential utility billing customer Larry Skibsted.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Larry Skibsted

Utility Service Address: 113 Stonebridge Lane

Utility Account Number: 03-003490-01

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$131.40 at the Board of Alderman meeting on 3/5/2024.

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

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

Larry Skibsted
Customer's Signature

2-14-2024
Date

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Walmart

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KANSAS CITY MO 64158
ST# 00234 OP# 003937 TE# 18 TR# 05526
ITEMS SOLD 16
TC# 6390 0442 1816 0062 5989 4



PG 25CT HFF	007897350296	9.97 X
FILE BOX	007314918689	8.97 X
COKE	004900001278 F	12.78 R
BATH SHEET	088771920449	6.97 X
BATH SHEET	088771920449	6.97 X
4FT CF TBL	695957660100	34.88 X
WATCH	008670265071	10.98 X
WASH CLOTH	088771920464	1.97 X
WASH CLOTH	088771920464	1.97 X
WASH CLOTH	088771920464	1.97 X
MS FAB LIN	007316101398	10.78 X
SHWR CURTAIN	078485792895	10.97 X
FLAPPER	003996100502	6.76 X
DVE AB 12Z	001111104056	3.97 X
ALARM CLOCK	004935378691	4.54 X
DCK 22.2YD	007535307308	2.68 X
SUBTOTAL		137.13
TAX 1 8.725 %		10.85
TAX 2 5.725 %		0.73
TOTAL		148.71
DEBIT TEND		148.71
CHANGE DUE		0.00
PAY FROM PRIMARY		

EFT DEBIT
148.71 TOTAL PURCHASE
US Debit
REF # 1042000314
NETWORK ID. 0069 APPR CODE 330966
US Debit
AID A0000000042203
AAC A2FOA98FFDCC638D
*NO SIGNATURE REQUIRED
TERMINAL # 29422993
02/07/24 10:20:14
02/07/24 10:20:18
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Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Larry Skibsted**

Utility Service Address: **113 Stonebridge Lane**

Utility Account Number: **03-003490-01**

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

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

City's normal water rate (per 1,000 gallons): \$9.04
 Average monthly water usage for this property: **225 gallons**

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

City's wholesale water rate (per 1,000 gallons): \$5.40

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

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

City's normal wastewater rate (per 1,000 gallons): \$7.69
 Average monthly wastewater usage for this property: **225 gallons**

Was the leak inside or outside the home: **inside**

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

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

MONTH 1	
Original Water Bill Amount	
16,400 gallons @ 9.04 per 1,000 gallons =	148.26
Adjusted Water Bill Amount	
450 gallons @ 9.04 per 1,000 gallons =	4.07
+ 15,950 gallons @ 5.4 per 1,000 gallons =	86.13
	90.20
Water Discount =	58.06
Original Wastewater Bill Amount	
16,400 gallons @ 7.69 per 1,000 gallons =	126.12
Adjusted Wastewater Bill Amount	
16,400 gallons @ 7.69 per 1,000 gallons =	126.12
Wastewater Discount =	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
20,600 gallons @ 9.04 per 1,000 gallons =	186.22
Adjusted Water Bill Amount	
450 gallons @ 9.04 per 1,000 gallons =	4.07
+ 20,150 gallons @ 5.4 per 1,000 gallons =	108.81
	112.88
Water Discount =	73.34
Original Wastewater Bill Amount	
20,600 gallons @ 7.69 per 1,000 gallons =	158.41
Adjusted Wastewater Bill Amount	
20,600 gallons @ 7.69 per 1,000 gallons =	158.41
Wastewater Discount =	0.00

Total Discount = 131.40



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1318, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1318, approving a water and wastewater leak adjustment request.

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

On or about December 28, 2023, the Utilities Division obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Lindsay Nelson had started the cycle with a read of 2,747 and finished the December cycle with a read of 3,206, which resulted in consumption of 45,900 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Lindsay Nelson has provided proof of repair/maintenance of the toilet leak which caused the high usage during the December billing cycle.

If approved, the leak adjustment would issue a credit of \$147.42 to Lindsay Nelson's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

[Click or tap here to enter text.](#)

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$147.42

ATTACHMENTS:

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

RESOLUTION 1318

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Lindsay Nelson, a residential utility billing customer with account 02-004230-05, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$147.42.

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

A water and wastewater leak adjustment in the amount of \$147.42 shall be credited to account 02-004230-05 of residential utility billing customer Lindsay Nelson.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Lindsay Nelson

Utility Service Address: 106 Shasta Daisy Dr

Utility Account Number: 02-004230-05

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$147.72 at the Board of Alderman meeting on ~~2/6/2024~~. 3/5/24

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

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

Lindsay Nelson
Customer's Signature

2/21/2024
Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Lindsay Nelson**

Utility Service Address: **106 Shasta Daisy Dr**

Utility Account Number: **02-004230-05**

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

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

City's normal water rate (per 1,000 gallons): \$9.04
 Average monthly water usage for this property: 2,700 gallons

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

City's wholesale water rate (per 1,000 gallons): \$5.40

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

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

City's normal wastewater rate (per 1,000 gallons): \$7.69
 Average monthly wastewater usage for this property: 2,700 gallons

Was the leak inside or outside the home: inside

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

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

MONTH 1	
Original Water Bill Amount	
45,900 gallons @ 9.04 per 1,000 gallons =	414.94
Adjusted Water Bill Amount	
5,400 gallons @ 9.04 per 1,000 gallons =	48.82
+ 40,500 gallons @ 5.4 per 1,000 gallons =	218.70
	267.52
Water Discount =	147.42
Original Wastewater Bill Amount	
45,900 gallons @ 7.69 per 1,000 gallons =	352.97
Adjusted Wastewater Bill Amount	
45,900 gallons @ 7.69 per 1,000 gallons =	352.97
Wastewater Discount =	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
gallons @ 9.04 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 9.04 per 1,000 gallons =	0.00
+ 0 gallons @ 5.4 per 1,000 gallons =	0.00
	0.00
Water Discount =	0.00
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Wastewater Discount =	0.00

Total Discount = 147.42

THANK YOU FOR SHOPPING AT
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116 N. 169 HIGHWAY Smithville MO
Remittance Address is
BOX 303 JUNCTION CITY,KS 66441
(816) 532-0525

02/21/24 1:17PM 12SHELLY 303 SALE

429986 1 EA \$5.99 EA
BLK SURE FIT FLAPPER \$5.99

SUB-TOTAL:\$ 5.99 TAX: \$.51
TOTAL: \$ 6.50
BC AMT: \$ 6.50

BK CARD#: XXXXXXXXXXXX0300
MID:*****1885 TID:***7341
AUTH: 101679 AMT:\$ 6.50
Host reference #:099833 Bat#

Authorizing Network: VISA

Chip Read
CARD TYPE:VISA EXPR: XXXX
AID : A0000000031010
TVR : 8080008000
IAD : 06021203608000
TSI : 6800
ARC : 00
MODE : Issuer
CVM :
Name : VISA DEBIT
ATC :01AB
AC : 28AA78432F75A236
TxnID/ValCode: 267429

Bank card USD\$ 6.50



==>> JRNL#X99833/D <<==
CUST NO:*10012

THANK YOU LINDSAY K NELSON
FOR YOUR PATRONAGE



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1319, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1319, approving a water and wastewater leak adjustment request.

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

On or about January 30, 2024, the Utilities Division obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the January billing cycle, Megan Holland had started the cycle with a read of 215 and finished the January cycle with a read of 395, which resulted in consumption of 18,000 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Megan Holland has provided proof of repair/maintenance of the burst pipe which caused the high usage during the January billing cycle.

If approved, the leak adjustment would issue a credit of \$186.33 to Megan Holland's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$186.33.

ATTACHMENTS:

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

RESOLUTION 1319

**A RESOLUTION APPROVING A WATER AND WASTEWATER
LEAK ADJUSTMENT REQUEST**

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

WHEREAS, Megan Holland, a residential utility billing customer with account 10-000700-00, has notified the City of a water leak and is requesting a leak adjustment; and

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$186.33.

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

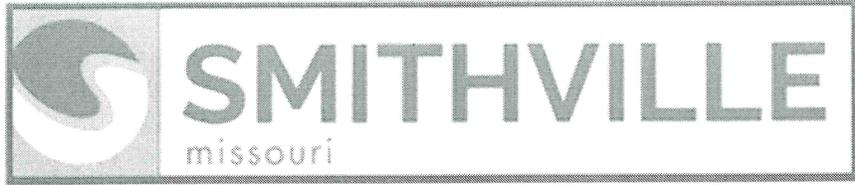
A water and wastewater leak adjustment in the amount of \$186.33 shall be credited to account 10-000700-00 of residential utility billing customer Megan Holland.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Megan Holland

Utility Service Address: 903 NE 194th Terr

Utility Account Number: 10-000700-00

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$186.33 at the Board of Alderman meeting on 3/5/2024.

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

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

Megan Holland
Customer's Signature

2.22.24
Date

2/20/2024

To Whom It May Concern,

I have been asked to write a note substantiating that I repaired the copper water pipe that burst due to extremely cold weather @ January 16, 2023, in the garage ceiling at 903 NE 194th Terr Smithville, MO. I repaired the pipe on January 19, 2023. The water is running in the house without problem now.

Respectfully,

Joshua Johnson

Licensed contractor

A handwritten signature in black ink that reads "Josh Johnson" with a stylized flourish at the end.

February 14, 2024

I have been told by a person at Smithville City Hall that I need to request in writing to have my water bill from January, 2024, reviewed. Because of massive water flow from burst water pipes on January 16, 2024, due to extremely low temperatures here, my January water "usage" was about six times my average monthly water use. I am requesting the board to reduce my January water bill. Enclosed are a note from the man who repaired the pipes, a photo of the patched-up pipes, and a copy of my Smithville water bill.

Thank you,

A handwritten signature in cursive script that reads "Megan Holland".

Megan Holland

903 NE 194th Terr

Smithville, MO





Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Megan Holland**

Utility Service Address: **903 NE 194th Terr**

Utility Account Number: **10-000700-00**

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

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

City's normal water rate (per 1,000 gallons): \$10.40
 Average monthly water usage for this property: 2,800 gallons

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

City's wholesale water rate (per 1,000 gallons): \$6.21

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

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

City's normal wastewater rate (per 1,000 gallons): \$8.84
 Average monthly wastewater usage for this property: 2,800 gallons

Was the leak inside or outside the home: outside

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

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

MONTH 1	
Original Water Bill Amount	
18,000 gallons @ 10.4 per 1,000 gallons =	187.20
Adjusted Water Bill Amount	
5,600 gallons @ 10.4 per 1,000 gallons =	58.24
+ 12,400 gallons @ 6.21 per 1,000 gallons =	77.00
	135.24
Water Discount =	51.96
Original Wastewater Bill Amount	
18,000 gallons @ 8.84 per 1,000 gallons =	159.12
Adjusted Wastewater Bill Amount	
2,800 gallons @ 8.84 per 1,000 gallons =	24.75
Wastewater Discount =	134.37

MONTH 2 (if applicable)	
Original Water Bill Amount	
gallons @ 10.4 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 10.4 per 1,000 gallons =	0.00
+ 0 gallons @ 6.21 per 1,000 gallons =	0.00
	0.00
Water Discount =	0.00
Original Wastewater Bill Amount	
0 gallons @ 8.84 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 8.84 per 1,000 gallons =	0.00
Wastewater Discount =	0.00

Total Discount = 186.33



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1320, Farmer's and Maker's Market MOU

REQUESTED BOARD ACTION:

A motion to approve Resolution 1320, authorizing the Mayor to enter into a Memorandum of Understanding (MOU) with the Smithville Lion's Club for the Farmer's and Maker's Market.

SUMMARY:

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties.

The Smithville Lion's Club wishes to continue to host a Farmer's and Maker's Market on Wednesdays.

In discussing changes to the MOU for the coming season, both parties expressed a desire to lengthen the term of the MOU so that annual approvals are not necessary. The attached MOU outlines a three-year agreement for 2024, 2025 and 2026. The MOU outlines use beginning in May and continuing through October. Also included in the agreement is the closing of Commercial Street from Main Street to Church Street to allow for food trucks and community activities. The Lion's Club and Farmer's and Marker's Market will continue to work to identify food trucks and activities in an effort to expand the offerings of the Farmer's Market and, in turn, increase attendance.

Staff and representatives of Lion's Club have reviewed and agreed to the terms and responsibilities outlined in the MOU.

PREVIOUS ACTION:

MOUs have been approved by the Board for use of the Courtyard beginning with the 2018 season.

POLICY ISSUE:

Economic Development Policy.

FINANCIAL CONSIDERATIONS:

None.

ATTACHMENTS:

- Ordinance
- Resolution

- Contract
- Plans

- Staff Report
- Other: MOU

Minutes

RESOLUTION 1320

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LION'S CLUB FOR SPONSORSHIP OF THEIR FARMER'S AND MAKER'S MARKET

WHEREAS, the Lion's Club organized and operates a Farmer's and Maker's Market at the Downtown Courtyard Park on Wednesdays from May through October; and

WHEREAS, the Public Facility Use Policy authorizes the City to sponsor such events, but **ONLY** if there is a written agreement; and

WHEREAS, an initial Memorandum of Understanding (MOU) was approved with the 2018 season.

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

THAT THE MAYOR BE AUTHORIZED TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE LION'S CLUB FOR THE FARMER'S AND MAKER'S MARKET FOR 2024, 2025 AND 2026.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Memorandum of Understanding
Between the City of Smithville, Missouri
And the
Smithville Lion's Club
For the
Smithville Farmers and Makers Market

This agreement is entered into between the City of Smithville, Missouri, a Municipal Corporation, and the Smithville Lion's Club, a Missouri Not for Profit Organization for the express purpose of complying with the Joint Use agreement requirement in the City's Public Facility Use Policy, and for the following stated purposes:

Whereas, the Smithville Lion's Club members have created and hosted the Smithville Farmers and Makers Market since 2015 in the downtown Courtyard Park; and,

Whereas, the market provides opportunity for local vendors to set up booth spaces in the park and to bring customers and citizens to the center of downtown; and,

Whereas, an integral part of any community's economic development is the sense of community created with programming activities to foster community pride; and,

Whereas, the City and the Lions Club desire to enter into an agreement for the coming three seasons (2024, 2025 and 2026) that creates a partnership between them.

Now, therefore, the parties do hereby agree to the following terms:

The City of Smithville shall:

1. Reserve the Courtyard Park each Wednesday from 3:00 pm until 8:00 pm from the first Wednesday in May until the final Wednesday in October on behalf of the Lion's Club.
2. Waive the fees and costs associated with the cost of Courtyard rental.
3. Clean and stock the restrooms (when open), empty trashcans and generally clean the park of trash each Wednesday prior to the event.
4. Authorize the placement of a banner along the back of the stage, except with prior notice to the Club if a different entity has reserved the Courtyard on any day during the months of May – October.
5. Authorize placement of a temporary sign on City property at 169 Highway and Main Street from May through August advertising the Market.
6. Provide promotional assistance on its' social media presence.

7. Allow for the closure of Commercial Street from Main Street to Church Street to provide access for food trucks and children's activities.

The Lion's Club shall:

1. Identify a person who will be the Lion's Club's official Market Manager for each evening's event. The responsible party must:
 - a. Check out keys for water and electrical connections at the beginning of the season and be responsible for their safekeeping and return at the end of the season.
 - b. Be responsible for opening and closing all locks to the electric and water services at the beginning and end of each market.
 - c. Agree to be present during the entire time the event is operating that evening and provide a cell phone number where they can be reached in the event of an issue at the park. In the event that the Market Manager is unable to be at a Market, provide to the City the name and contact information of a responsible party for that date.
 - d. Pick up and place all trash in the bins provided at the end of the evening.
2. Ensure the Farmers and Makers Market participants are complying with Clay County Public Health Center guidelines.
3. Inform and Enforce the Park Rules, along with any additional reasonable rules set by the Club, on all its' vendors and patrons each evening. If the Responsible Party cannot resolve any such rules violation, they should contact the Smithville Police Department for assistance.
4. Coordinate weekly food truck and community activities to compliment the market with a goal of expanded participation.
5. Allow non-profit participation in Farmer's Market free of charge with completed application and verification of non-profit status.

The City of Smithville and the Lion's Club recognize and agree that this agreement is for the 2024, 2025 and 2026 seasons, and it shall expire following the end of the last event in October 2026.

Smithville Lion's Club Representative/Market Manager

Date

City of Smithville

Date



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1321, authorizing and directing the Mayor to execute an agreement with GBA for engineering services for Second Creek Sidewalk and Riverwalk design.

RECOMMENDED ACTION:

A motion to approve Resolution 1321, authorizing and directing the Mayor to execute an agreement with GBA for engineering services for Second Creek Sidewalk and Riverwalk design.

SUMMARY:

At the Board meeting on April 18, 2023, the city entered into an agreement with the Missouri Transportation Commission (MODOT) to receive Transportation Enhancement Funding for the construction of an eight-foot-wide sidewalk on Second Creek from Wright Valley Road to Highway 169 and to construct a multi-use path in Riverwalk Park. Both projects are expected to be built in 2026.

MODOT funding will provide \$600,000 for the construction of Second Creek Sidewalk and \$900,000 for the construction of the Riverwalk.

At the November 21st, 2023, the Board approved, Resolution 1291, establishing an on-call list of qualified firms to complete professional services for the City. GBA is an approved engineering firm qualified to provide engineering services and have submitted an agreement to complete the plans and specifications. By combining both projects under one contract, the City will receive some economies of scale with surveying and plan coordination. Both projects will connect on Second Creek (attached Map). The total design for both projects is \$391,474.

Engineering for both projects is included in the 2024 Capital Improvement Sales Tax budget in an amount of \$400,000.

PREVIOUS ACTION:

April 18, 2023 Ord. 3186-23 Authoring Mayor to sign agreement with MODOT – Riverwalk

April 18, 2023 Ord. 3184-23 Authoring Mayor to sign agreement with MODOT – Second Creek

POLICY ISSUE:

Infrastructure sidewalks and trails

FINANCIAL CONSIDERATIONS:

The 2024 Capital Improvement Plan includes the engineering for these projects in an amount of \$400,000.

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 checked="" type="checkbox"/> Other: map | |

RESOLUTION 1321

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GBA FOR ENGINEERING SERVICES FOR SECOND CREEK SIDEWALK AND RIVERWALK DESIGN

WHEREAS, the City has received Federal Funding for the construction of the Second Creek Sidewalk and the Riverwalk projects; and

WHEREAS, GBA is on the City's pre-qualified list of engineering firms that are qualified to complete the plans and specifications; and

WHEREAS, Second Creek Sidewalk and the Riverwalk connect and using a single firm to design both projects is advantageous to the City; and

WHEREAS, GBA has provided a scope of services for both projects, Second Creek for \$242,098.00 and Riverwalk for \$149,376.00, totaling \$391,474.

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

THAT the Mayor is hereby authorized to execute an agreement with GBA to complete the engineering design and specifications for the Second Creek Sidewalk and the Riverwalk in the amount of \$391,474.

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

WITNESSETH:

WHEREAS the City desires to procure engineering services pertaining to the 2nd Creek Road Pedestrian Improvement Project and Smithville Riverwalk Trail Project 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.

3. CONTRACT/AGREEMENT PRICE: The total price for all work, materials, and labor to be furnished and performed by the Consultant shall not exceed \$391,474.00 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 2 years of the Notice to Proceed on this Agreement or by the 21st day of November, 2025.

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 or City Administrator

Name: _____

ENGINEER:

By:  _____
2/14/2024

Title Vice President

**EXHIBIT B
SCOPE OF SERVICES**

**PROJECT
2ND CREEK ROAD PEDESTRIAN IMPROVEMENTS AND SMITHVILLE RIVERWALK TRAIL**

**OWNER
SMITHVILLE, MO**

PROJECT DESCRIPTION

The City of Smithville, Missouri (OWNER) has identified proposed pedestrian improvement projects that will address sidewalk infrastructure needs. The 2nd Creek Road Pedestrian Improvement Project (2nd Creek) and the Smithville Riverwalk Trail Project (Riverwalk) were selected by the City to improve residential pedestrian connectivity. The City has received funding for these projects from the Transportation Alternatives Funds Program of the Mid-American Regional Council (MARC). The location of the proposed improvements is generally located along 2nd Creek Road and the Little Platte River and can be found on Figure 1.

The OWNER acquired the services of George Butler Associates, Inc. (ENGINEER) to produce construction drawings and documents for the project. The project consists of pedestrian trail, sidewalk curb ramps, HAWK Signal at Prairie Rose Circle, trail signing, pavement markings for two parking lots, geotechnical exploration, bridge abutment design, prefabricated pedestrian bridge installation, trail culverts, and bidding and construction phase services.

SCOPE OF SERVICES

The basic Scope of Services for this Project is organized into the following major Task Series:

- Task 100 – Administration
- Task 200 – Survey
- Task 300 – Preliminary Design
- Task 400 – Final Design
- Task 500 – Traffic Design
- Task 600 – Geotech
- Task 700 – Final Bridge Design
- Task 800 – Bidding & Construction Phase Services

Schedule of Project Milestones

- Survey – 3/6/2024 to 4/15/2024
- Preliminary Design – 4/15/2024 to 7/29/2024
- Final Design – 7/29/2024 to 02/18/2025
- Advertise for Bid – 2/18/2025
- Construction Letting – 3/11/2025
- Proposed Construction Complete Date – 11/21/2025

The detailed Scope of Services to be provided by the ENGINEER is as follows:

TASK SERIES 1: ADMINISTRATION

The ENGINEER will provide project management and administrative services throughout the duration of the project to ensure successful execution of project tasks and achievement of OWNER goals.

Task 1.1 – Provide General Project Management, Supervision, and Coordination

The ENGINEER will provide project management services necessary throughout the project, limited to 1 year, to successfully manage and complete the work, including project correspondence and consultation with OWNER staff; internal coordination meetings, supervision, and coordination of services; implementation of project scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 1.2 – Kickoff Meeting

The ENGINEER will coordinate a project kickoff meeting with the OWNER. The meeting will be used to discuss and review the scope of services, projected schedule, communication coordination, and data requests. The ENGINEER will prepare and distribute a meeting summary. Meeting will be held via Microsoft Teams.

Task 1.3 – Site Visit

The ENGINEER will perform a site visit to evaluate the existing conditions of the site.

Task 1.4 – Internal Coordination Meetings

The ENGINEER will conduct internal coordination meetings as necessary to successfully complete the project.

Task 1.8 – Attend Field Check Meeting (1 meeting)

The ENGINEER will attend and conduct the field check meeting once the design is 50% complete.

TASK SERIES 2: SURVEY

Task 2.1 – Survey Fee

This task will include the following limited to:

- Perform research of right-of-way, section corners, property pins and horizontal and vertical control.
- Call in Missouri One-call tickets and locate utilities and invert storm and sanitary sewer structures within the project area. This task does not include utility potholing or geotechnical borings.
- Conduct a topographic survey of the project area of sufficient accuracy and detail to be used for Preliminary and Final Design of improvements.

- Prepare a MicroStation basemap which will include all above data
- The Project Drawings shall be created and provided using the following Coordinate System: State Plane Missouri West, Datum: NAD83, and the Units: US Feet. The completed and signed plans shall also be provided in a large-format, high quality resolution PDF format.

TASK SERIES 3: PRELIMINARY DESIGN

Tasks 3.1 to 3.8 (2nd Creek) & Tasks 3.1 to 3.7 (Riverwalk) – Preliminary Roadway Design

Prepare preliminary roadway design drawings, preliminary quantities, and Engineer's Opinion of Probable Construction Cost, and QC. The preliminary drawings for 2nd Creek shall include title sheet, typical section sheet, preliminary plan and profile sheets (7 sheets), and cross section sheets (25 sheets). The preliminary drawings for Riverwalk shall include preliminary plan and profile sheets (9 sheets), and cross section sheets (30 sheets). Additional tasks necessary to complete the preliminary drawings include Design Criteria Memo, designing the Horizontal and Vertical Trail Alignments, and producing a Preliminary 3D model for trail grading.

Tasks 3.9 to 3.10 (2nd Creek) & Tasks 3.8 to 3.11 (Riverwalk) – Preliminary Hydrology and Hydraulics

Develop existing conditions hydrology and hydraulic models which includes:

- Site visit to evaluate the stream and floodplain condition and make a recommendation on the location and alignment of the proposed bridge crossing.
- Hydraulic analysis (HEC-RAS model) of the existing conditions from just upstream of confluence with Little Platte River to upstream of Second Creek Road bridge. Model to be developed using LiDAR and survey; will not be requesting effective model.
- Evaluate scour potential at bridge and design slope protection (riprap), if needed.

This portion of the scope excludes the following:

- Scope excludes plan development.
- Scope excludes bidding and construction phase services. Assume all specifications related to items in this scope to be provided on the plans.

Tasks 3.11 to 3.14 (2nd Creek) & Task 3.12 (Riverwalk) – Preliminary Utility Coordination

Complete preliminary tasks related to utility coordination, including establishing contact list for utilities, coordinate surveyed utilities with owners, perform preliminary conflict analysis, and submit field check plans to utility companies.

TASK SERIES 4: FINAL DESIGN

Tasks 4.1 to 4.5 and 4.15 to 4.19 (2nd Creek) & Tasks 4.1 to 4.3 and 4.14 to 4.19 (Riverwalk) – Final Roadway Design

Prepare 100% final roadway design drawings, final quantities, and Engineer's Opinion of Probable Construction Cost, and QC. The final drawings shall include title sheet, typical

section sheet, preliminary plan and profile sheets (7 sheets), and cross section sheets (25 sheets), intersection detail sheets (2 sheets), erosion control sheets (3 sheets), standard detail sheets, and summary of quantities sheets and follow all requirements as described in Smithville's Specification and Design Criteria. Based on the information contained in the final design documents and utility relocation cost, developed detailed quantities, and submit an opinion of probable Total Project Cost (composed of Engineering, Surveying, Construction Observation, Construction and Utility Relocation). This task will also include an internal review of the plan sheets, quantities, and EOPCs.

Tasks 4.6 to 4.14 (2nd Creek) & Tasks 4.4 to 4.13 (Riverwalk) – Environmental Coordination and Final Hydrology and Hydraulics

Final Design tasks include:

- Complete a geomorphic assessment per APWA 5600 recommendations to refine the default stream buffer setback width for approval by City Engineer or their representative.
 - Collect some instream dimensions, complete a bank stability assessment, and consult with Smithville Lake dam operator to determine flow characteristics of Little Platte. Detailed reach length survey will not be completed. Assumes City will provide dam operator contact information.
 - Assumes deliverable will include a memo with summary of methods, data collected and final recommendation.
- Hydraulic analysis (HY-8) and design of outlet protection for up to 2 culverts crossing small tributary drainages of Little Platte River.
- Evaluate bank slope protection under US Highway 169 where proposed trail will cross under existing bridge. Excludes hydraulic analysis, assuming no net fill under bridge.
- Review trail layout and grading at preliminary and final design.
- Complete City of Smithville Floodplain Development Permit application and No-Rise Certification. Assume all trail construction will result in no net fill within the floodway.
- Scope excludes bidding and construction phase services. Assume all specifications related to items in this scope to be provided on the plans.

Tasks 4.20 to 4.23 – Final Utility Coordination

Complete final tasks related to utility coordination, including providing electronic files to utility companies, scheduling and attending utility coordination meeting (1 large group meeting), conflict analysis and review of relocation plans, and completing the status of utilities report.

TASK SERIES 5: TRAFFIC DESIGN

Tasks 5.1 to 5.7 – Preliminary Traffic Design

Prepare preliminary traffic engineering design task including design of HAWK signal at Prairie Rose Circle, preliminary construction sequencing, QA/QC, and preliminary traffic quantities.

Tasks 5.8 to 5.13 – Final Traffic Design

Prepare 100% Final Traffic plans including final HAWK Signal drawings at Prairie Rose Circle, Final Pavement Marking for 2 parking lots, Final Trail signing, wayfinding signing, final

roadway pavement marking and signing, final traffic controls sheets, QA/QC, and final quantities and estimated construction cost.

TASK SERIES 6: GEOTECHNICAL INVESTIGATION

Bruan Intertec, the subcontractor to the ENGINEER, will perform 2 geotechnical borings to aid in the design of the bridge abutments for the pedestrian bridge over 2nd Creek.

TASK SERIES 7: FINAL BRIDGE DESIGN

The ENGINEER prepare 100% Final drawings for the bridge abutment sheets for the pedestrian bridge over 2nd Creek, retaining wall design for the Riverwalk Trail, including QA/QC, final quantities, and estimated construction cost.

TASK SERIES 8: BIDDING AND CONSTRUCTION PHASE SERVICES

The ENGINEER will provide services to prepare the project to be bid for construction. This includes coordination with the city on schedule, contract, bonds, insurance, bid item descriptions, completing the bid form, and attending a pre-bid meeting. The ENGINEER will also provide services pre-construction and during construction to address questions to clarify the design, as needed, for the contractor. Lastly, the ENGINEER will prepare as-built drawings post construction.

COMPENSATION AND SCHEDULE

The ENGINEER fee will be \$391,474 at billing rates and estimates the project will be completed in 2 years or by the 21st of November, 2025..



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1322, Awarding Bid No. 24-06 Street Maintenance Program to Asphaltic Surfaces in the amount of \$262,573.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1322, awarding Bid No. 24-06, Street Maintenance Program to Asphaltic Surfaces in the amount of \$262,573.

SUMMARY:

Annually the City budgets and bids a contracted street maintenance program. Streets are selected based on PCI (Pavement Condition Index), proximity to other work being completed and size of project.

The PCI looks at visual distresses such as alligator, longitudinal and traverse cracking, rutting, shoving, bleeding, and base failure. These distresses are weighted, and a PCI is calculated. The PCI values are available on our GIS website.

The goal is to keep good pavements in good condition and do appropriate maintenance when it is the most beneficial to extend the life of the pavements.

Previous projects completed include mill and overlay of streets in Rock Creek, Coulter Addition, Tillman Road and last year (2023) crack seal and micro surfacing of Spellman.

Bids were opened on Wednesday, February 14, 2023. This year we are focused on several streets in Harborview (map attached). We had twelve (12) bidders:

Phillips Paving	\$339,887.97
Barkley Asphalt	\$316,969.00
Superior Bowen	\$378,187.90
Emery Sapp	\$542,821.00
Little Joe's	\$340,726.00
Advance Asphalt	\$278,354.03
All Pro	\$308,187.72
Amino Bros	\$353,834.00
Metro Asphalt	\$304,098.00
Tandem Paving	\$284,433.59
Asphaltic Surfaces	\$262,573.00
McConnell	\$409,863.80
Engineer Estimate	\$314,645.29

Asphaltic Surfaces has provided the most responsive bid in the amount of \$262,573. Staff has checked references, and this company has completed several similar projects to the owner's satisfaction.

The project was scaled back slightly to stay within budget. Staff is requesting approval of a force account of \$37,000, in order to pick up some of the work that wasn't included (for example Marina Drive / Court and Bayside Court were removed from the scope). We will work with the contractor to maximize the budget of \$300,000.

PREVIOUS ACTION:

This is an annual maintenance project.

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

This project is included in the 2024 Budget in an amount of \$300,000.

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: map | |

RESOLUTION 1322

**A RESOLUTION AWARDING RFP 24-06 STREET MAINTENANCE PROGRAM
TO ASPHALTIC SURFACES IN THE AMOUNT OF \$262,573**

WHEREAS, the City provides maintenance for 110 centerline miles of streets;
and

WHEREAS, the City evaluates the condition of those streets and prioritizes
maintenance needs; and

WHEREAS, this project continues the City's commitment to improving and
maintaining the City's infrastructure; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and
reference checks, staff is recommending the bid received from Asphaltic Surfaces
is the most responsive and best bid received and the most advantageous to the
City in the amount of \$262,573 and approve a force account of in the amount of
\$37,000.

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

THAT Bid No. 24-06 is hereby awarded to Asphaltic Surfaces in the amount of
\$262,573 and approving a force account of \$37,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the
Mayor of the City of Smithville, Missouri, this 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

t to...

NE 60000 SW
NE 60000 SW

JEFFERSON HWY



Lat: 39.41922° N
Lon: 94.55827° W



Scale 1: 2,157

Go

0 100 200ft

WKID: 4326 Lat/Long ▲



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1323, awarding Bid No. 24-03 2024 Sidewalk Replacement Program

REQUESTED BOARD ACTION:

A motion to approve Resolution 1323, awarding Bid No. 24-03 to KC Concrete to complete improvements in Harborview as part of the Sidewalk Replacement Program in the amount not to exceed \$16,151.68 and authorize a force account of \$10,000.

SUMMARY:

The 2024 Sidewalk Replacement program includes improvements to the sidewalk in Harborview. This project involves the removal and installation of new sidewalk. In addition, five ADA ramps will be installed to increase accessibility and safety for pedestrians.

Seven bids were received on February 28, 2024 (bid tabulation attached). The apparent low bid was KC Concrete. at \$16,151.68. Staff conducted reference checks, all of whom provided positive feedback regarding the previous work performed by KC Concrete. Upon review of bids, staff noted a discrepancy in the ADA ramp unit price and requested KC Concrete confirmation of their bid. KC Concrete made a mistake which resulted in a slight increase to their bid price. Their corrected total bid is \$16,151.68, which is reflected in the bid tab below.

Contractor	Bid
Pavement Management	\$54,222
Legacy Underground Construction	\$21,264
Infrastructure Solutions LLC	\$26,947
Mc Connell & Associates Corp	\$19,856
KC Concrete	\$16,151.68
Asphaltic Surfaces	\$38,966
INCO USA LLC	\$32,089.13

Staff is requesting approval of a Force Account amount of \$10,000 (which would take the City cost to just over the FY24 budget of \$25,000) to be able to perform additional sidewalk repairs and installation of ADA ramps in this neighborhood.

The sidewalk Replacement program is a 50-50 shared program with residents. The City pays for 100% of sidewalks if they are next to a storm box, and for installation of ADA Ramps. Below is the breakdown of the approximate cost for the City and residents.

City of Smithville	\$13,328
Total cost for Residents	\$2,824
Total Sidewalk Replacement Program	\$16,152

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

The FY2024 Budget includes \$25,000 for the Sidewalk Replacement Program.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other:
- Contract
- Plans
- Minutes

RESOLUTION 1323

A RESOLUTION AWARDING BID NO. 24-03 TO KC CONCRETE TO COMPLETE IMPROVEMENTS IN HARBORVIEW AS PART OF THE SIDEWALK REPLACEMENT PROGRAM IN THE AMOUNT NOT TO EXCEED \$16,151.68 AND AUTHORIZE A FORCE ACCOUNT OF \$10,000

WHEREAS, Bids were opened and read aloud on February 28, 2024 for Bid No. 24-03, 2024 Sidewalk Replacement Program; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from KC Concrete is the most responsive and best bid received and the most advantageous to the City in the amount of \$16,151.68.

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

THAT Bid No. 24-03 is hereby awarded to KC Concrete in an amount not to exceed \$16,151.68 and the Mayor is authorized to execute the construction contract for the 2024 Sidewalk Replacement Program with a force account of \$10,000 bringing the total cost of the project to \$26,151.68.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



City Administrator's Report

February 29, 2024

Additional \$460,000 Secured for Commercial Street Sidewalk Project

On February 21, Public Works Director Charles Soules attended the MARC Active Transportation Programming Committee Meeting in Kansas City. During the meeting, the committee identified additional funds available for projects that were allocated and ready to begin construction by August 1, 2024. Smithville requested additional funds for the Commercial Street Sidewalk Project and successfully secured an additional \$460,000 for this project. This brings the total secured amount to \$960,000. The project estimate is \$1.2 million with a city match of approximately \$240,000.

Winner Avenue – Mill and Overlay Project

On February 22, Public Works staff attended a pre-construction meeting for the Regional Preventative Maintenance Project with Mid-America Regional Council (MARC) staff, MODOT, participating communities and the selected contractor, Superior Bowen. As part of this program, MARC will fund mill and overlay work on Winner Avenue.

While a specific schedule has not yet been determined, it was mentioned that work will commence in Jackson County and Kansas City. Staff estimates that the mill and overlay in Smithville will be performed late this summer or fall. They will provide monthly updates on the completion status and sufficient notice before starting construction. Once staff has more specific information on dates and duration of construction, an update will be provided.

MARC Call for Projects - Grant Applications

Last December, MARC issued a Call for Projects to update the metropolitan transportation plan (MTP). Smithville submitted three projects for consideration to be included in the MARC Metropolitan Transportation Plan List: Wayfinding, Maple Lane Sidewalks, and Eagle Parkway Trail. These projects are currently undergoing project prioritization and public review.

MARC Grant pre-applications (Phase I) opened on February 29, 2024, with a deadline of April 5, 2024. Phase II applications will start in June and must be submitted by July 2024. Eligible projects include transportation initiatives that align with the MARC Metropolitan Transportation Plan. Staff intends to submit applications for these projects, aiming to secure funds for the years 2027 and 2028.

Stormwater Management Plan & MS4 permit, 2023 Annual Review

In 2023, the City of Smithville undertook many initiatives as part of the Stormwater Management Program and MS4 permit to ensure compliance with regulatory standards and foster community engagement in environmental stewardship. Staff recently submitted the 2023 Annual Report to the Department of Natural Resources and has also prepared a condensed version highlighting key initiatives and accomplishments from the past year. This report can be found [here](#).

Solid Waste, 2023 Annual Review

In their annual report, GFL Environmental showcased positive trends in waste management and sustainability efforts. They reported a 3% increase in trash volumes and a 5% rise in recycling volumes compared to the previous year. Additionally, GFL's implementation of a second cardboard recycling container at City Hall parking lot proved highly successful, diverting approximately 40,000 pounds of material from landfills in 2023. Further details can be found in their [report](#).

Lunch & Learn – March 22, 2024

The EDC asked staff to provide an opportunity to the business community to learn more about the programming and resources offered by the Missouri Department of Economic Development. Gina Pate, Assistant City Administrator and Erika Winstone, Executive Director of Smithville Area Chamber of Commerce met with representatives from the MDED back in the Fall of 2023. After learning more about the resources of the MDED, they worked together to plan a Smithville EDC sponsored Lunch & Learn for the business community.

SMITHVILLE Missouri
Chamber of Commerce

LUNCH & LEARN

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT

Join us for a Lunch & Learn to find out more about the Missouri Department of Economic Development's programs and resources that are available to our small businesses.

The event is sponsored by the City of Smithville's Economic Development Committee. Register by March 17, 2024. Spots are limited to 35 participants.

REGISTER NOW

Friday, March 22, 2024

11:30AM - 12:30PM

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

Contact Gina Pate, Assistant City Administrator
gpate@smithvillemo.org or 816-532-3897

Wayfinding Update

Included in the FY2024 Budget is the fabrication and installation of Downtown signage and a pedestrian kiosk as outlined in the Wayfinding Signage and Design Guidelines developed by KMA Design. The Board of Aldermen adopted the Wayfinding Signage and Design Guidelines on May 2, 2023. The first phase will include four signs highlighting the entrances to the downtown area and a pedestrian kiosk.

Due to the timing upcoming projects of Streetscape Phase III and the Commercial Street Sidewalks Projects, the north and south downtown entryway signs will be delayed until FY2025.

Staff is working with MODOT for permitting of the sign located near Highway 169 and anticipates posting the fabrication and installation RFP this summer.



HR Updates

Police Department Promotion

Following an internal process, Chief Lockridge has recommended promotion of Officer Kurt Johnson to the vacant position of Sergeant. Sergeant Johnson has been with the Smithville Police Department for a year-and-a-half. Before his work here, he was a Deputy with the Johnson County, Kansas Sheriff's Department. Ceremonial pinning of his Sergeant's badge will occur at the March 19 Board of Aldermen Meeting, when his family members will be able to attend. Congratulations to Sergeant Kurt Johnson!

Senior Services Coordinator

Amy Alexander started on February 26, 2024 as the Part-Time Senior Services Coordinator. Amy's background is in marketing, writing, customer service, and event programming for seniors. She and her husband have lived in Smithville since 2005. During their children's school years, Amy actively participated in Smithville School District's activities as a volunteer. We are very excited to have her as part of the City team in this new position!



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT:
Administration/Finance/Police

AGENDA ITEM: Bill No. 3024-24, Destruction of Records - 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3024-24, destruction of certain records for second reading by title only.

SUMMARY:

The City keeps administrative, fiscal and legal records as required by the State of Missouri Revised Statutes Chapter 109. The Secretary of State's Office publishes a records retention manual which establishes minimum retention periods for the administrative, fiscal and legal records created by local governments. Some records are permanent while others must be kept for various lengths of time. When non-permanent records have reached their retention date, the State recommends those records be destroyed by certified shred. Staff annually attempts to complete review of records for retention. Sometimes workloads or staffing levels delay that review and records from past years are included in current destruction recommendations.

Staff desire the destruction of the following:

- FY2020 through FY2022 Fireworks Permits Applications
- FY2020 through FY2023 Non-Hired Employment Applications
- FY2020 Dog Tag Applications
- FY2021 Meals on Wheels monthly billing information
- FY2021 Meals on Wheels discontinued services
- FY2020 Peddlers Permits
- FY2020 through FY2022 Business License Applications
- FY2019 Utility Billing Reports and Utility Billing Adjustments
- FY2019 through FY2022 Accounts Payable and accounts receivable records dated FY2019 through FY2022 Accounts Receivable
- FY2022 Liquor Licenses
- FY2007 through FY2018 Criminal Incident Reports that include infractions, misdemeanors, Class B felonies, Class C felonies, Class D felonies and Class E felonies. Non-Criminal incident reports, non-felony accident reports, arrest records, missing person/runaway reports, subpoenas, traffic stop forms, cleared or cancelled warrants documents.
- FY2014 to FY2018 General Court convictions

PREVIOUS ACTION:

The Board of Aldermen annually approves the destruction of records after staff's review of the record's retention schedule.

POLICY ISSUE:

Destroy documents per the records retention schedule published by the Secretary of State's Office.

FINANCIAL CONSIDERATIONS:

N/A

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 AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, The City keeps administrative, fiscal and legal records as required by the State of Missouri Revised Statutes Chapter 109. The Secretary of State's Office publishes a records retention manual which establishes minimum retention periods for the administrative, fiscal and legal records created by local governments. Some records are permanent while others must be kept for various lengths of time. When non-permanent records have reached their retention date, the State recommends those records be destroyed by certified shred; and

WHEREAS, it has been determined that certain documents have met the minimum retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMo.

- FY2020 through FY2022 Fireworks Permits Applications
- FY2020 through FY2023 Non-Hired Employment Applications
- FY2020 Dog Tag Applications
- FY2021 Meals on Wheels monthly billing information
- FY2021 Meals on Wheels discontinued services
- FY2020 Peddlers Permits
- FY2020 through FY2022 Business License Applications
- FY2019 Utility Billing Reports and Utility Billing Adjustments
- FY2019 through FY2022 Accounts Payable and accounts receivable records dated FY2019 through FY2022 Accounts Receivable
- FY2022 Liquor Licenses
- FY2007 through FY2018 Criminal Incident Reports that include infractions, misdemeanors, Class B felonies, Class C felonies, Class D felonies and Class E felonies. Non-Criminal incident reports, non-felony accident reports, arrest records, missing person/runaway reports, subpoenas, traffic stop forms, cleared or cancelled warrants documents.
- FY2014 to FY2018 General Court convictions

WHEREAS, it has been determined that these records and documents have no further administrative, legal, fiscal, research or historical value; and

WHEREAS, destruction of said records will allow for easier access to needed records, provide a better environment of records, allow more space for operations and increase storage space, which must be legally retained; and

WHEREAS, the Smithville Board of Aldermen wish to authorize the destruction of said records.

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

Section 1. That the Board of Aldermen hereby elects, pursuant to Section 109.200 RSMo., to approve the destruction certain finance and administration documents that have met the requirements of the retention schedule and no longer have value.

Section 2. The Board of Aldermen hereby directs the City Clerk to find a method of destruction approved by the State of Missouri.

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

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th of March 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 02/06/2024

Second Reading: 03/05/2024



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT:

Administration/Finance/Public Works/Parks

AGENDA ITEM: Approve Bill No. 3025-24, FY2024 Budget Amendment No. 2 - 1st and 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No 3025-24, amending the FY2024 Operating Budget to add \$30,000 to the General Fund and \$200,831.87 to the CWWS (Combined Water and Waste Water System) expenditure budget. Emergency Ordinance Sponsored by Mayor Boley - 1st and 2nd reading by title only.

SUMMARY:

This Budget Amendment includes an adjustment to the General Fund adding \$30,000 to the expenditure budget as detailed below:

- In November 2023, the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the Union) began meeting to negotiate the Collective Bargaining Agreement for the Non-Supervisory Bargaining Unit. The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers below the rank of Sergeant. The agreement was negotiated in good faith by representatives of the City and representatives from the Union. The City received notice on Monday, February 26, 2024 that the bargaining unit members ratified the tentative agreement. Implementation of the agreement includes new steps for all members effective with the first pay period in July 2024. This is an anticipated additional expense to the 2024 budget of \$30,000.

This Budget Amendment includes an adjustment to CWWS (Combined Water and Waste Water System) Fund adding \$200,831.87 to the expenditure budget, as detailed below:

- The First and Bridge Street Waterline Improvement Project 24-07 was originally included to be bid with the Streetscape Phase III bid. Water line improvements are not eligible for Federal Transportation Funding and the City will need to pay for this improvement from the Combined Water and Waste Water System Fund. A few projects have come in under budget and there are sufficient funds available for this project. This is an additional expense to the CWWS fund in an amount of \$116,713.60.
- The Board Approved Resolution 1218 on April 18, 2023 approving a bid with Menke Excavating to replace a severely deteriorated and leaking manhole on Maple Street in an amount of \$28,000. This project is now completed but funds

were not re-budgeted for 2024. This will be an expense to the CWWS fund in the amount of \$28,000.

- At the August 28, 2023 meeting, the Board approved Resolution 1254 approving SBR maintenance, cleaning and repairs. The work included rebuilding / replacing the motive pumps, cleaning the basins, repairs to the decanters and installation / replacement of influent valves on all three SBR's (Sequential Batch Reactors) at the Waste Water Treatment Plant. The last motive pump in SBR #3 has been installed and this project is complete however the final cost of the motive pump was not carried over to the 2024 budget. Staff provided estimates for all the work that was necessary and the estimate for the motive pump #3 was \$23,968.82. The final cost included replacing the power and sensor cables for a total cost of \$29,796.27. This would be an expense to the CWWS Fund in the amount of \$29,796.27.
- On the Agenda for March 5, 2024 is a resolution for the Boards consideration approving a bid from Fleshman Construction to replace a waterline under 147th Street in an amount of \$26,322. This project was not foreseen and is not included in the 2024 budget. The water maintenance funds in the CWWS budget contain sufficient funds for this project. This is an additional expense to the 2024 budget in the amount of \$26,322.

PREVIOUS ACTION: The Board previously approved the FY2024 Budget on October 17, 2023.

POLICY ISSUE: Approving and Amendment to the FY2024 Budget.

FINANCIAL CONSIDERATIONS:

Amend the FY2024 Budget. Resources are available in the CWWS Fund for these projects.

ATTACHMENTS:

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

BILL NO. 3025-24

ORDINANCE NO. 322X-24

**AN ORDINANCE AMENDING THE FY2024 OPERATING BUDGET
TO ADD \$30,000 TO THE GENERAL FUND AND \$200,831.87 COMBINED
WATER AND WASTEWATER SYSTEM (CWWS) EXPENDITURE BUDGET**

WHEREAS, pursuant to Ordinance 3206-23, passed on October 17, 2023, the City approved the fiscal year ending October 31, 2024, Budget; and

WHEREAS, not included in the approved fiscal year 2023 Budget are expenditures related to a Collective Bargaining Agreement for all full-time sworn police officers below the rank of sergeant; and

WHEREAS, not included in the approved fiscal year 2024 Budget are expenditures related to capital projects; and

WHEREAS amendments to the General Fund and CWWS (Combined Water and Wastewater System) are required at this time.

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

THAT the fiscal year ending October 31, 2024, Budget is hereby amended to add:

- \$30,000 to the expenditure budget in the General Fund.
- \$200,831.87 to the expenditure budget in the Combined Water and Wastewater System (CWWS).

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/05/2024

Second Reading: 03/05/2024



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3026-24, Amending Site Plan Regulations for Conditional Use Permits (CUPs) - 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3026-24 for First Reading by Title Only amending sections of Chapter 400 of the Zoning Code pertaining to Site Plan Review for all Conditional Use Permits.

SUMMARY:

The ordinance would change the Site Plan Ordinance to apply to all Conditional Use Permits and provide specific standards for CUP's that match all other projects that require site plan review.

BACKGROUND:

The impact of Conditional Use Permits (CUPs) on neighboring properties often requires some buffering to protect the adjacent lands from negative impacts. The current CUP requirements are very non-specific, but cover the same issues covered within the Site Plan Review ordinance. The current site plan review process applies only to projects within the commercial, industrial and multifamily zoning districts. CUP's are allowed in all districts, including all other residential districts and agricultural districts. The potential impact on adjacent properties from CUPs in those districts would be better addressed using the specific standards delineated for commercial or industrial projects that are on lots adjacent to residential units. It will also give applicants for CUPs a better understanding of the minimum standards they may be asked to meet. By amending the site plan ordinance, and not the CUP ordinance, we are allowed to increase the level of protections of the site plan standards if additional protections are warranted as a result of the unique potential uses in these areas. For example, some CUP uses are: Amphitheaters, Recreation Centers, Country Clubs, Zoos, Tennis Clubs, golf courses, Transportation and Communications facilities, electric transmission or generation stations, cell towers, museums, daycares for up to 10 children and libraries.

PREVIOUS ACTION:

The regulations concerning standards for CUP's have not changed significantly for many years. The most recent significant changes occurred following the telecommunications act of 1996.

POLICY ISSUE:

Improves the understanding of buffering requirements and standardizing those requirements across all types of uses.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Click or tap here to enter text.
- Contract
- Plans
- Minutes

[Planning and Zoning meeting is available for viewing online](#)

BILL NO. 3026-24

ORDINANCE 322X-24

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 400, THE
ZONING CODE PERTAINING TO SITE PLAN REVIEW FOR ALL
CONDITIONAL USE PERMITS**

WHEREAS, the Planning Commission advertised and held a public hearing on February 13, 2024 related to proposed changes to site plan review standards to include all conditional use permit applications to comply; and

WHEREAS, following the public hearings, the Planning and Zoning Commission approved the changes based upon the statement on the application of site plan standards to all conditional use permit applications attached hereto as Exhibit "A" and recommended the approval of this ordinance; and

WHEREAS, the Smithville Board of Aldermen deems it to be in the best interest of the City of Smithville to adopt said amendments to provide for specific building, landscaping and buffering standards to all conditional use permit applications to ensure equal results.

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

SECTION 1. Chapter 400 of the Code of Ordinance is amended by deleting Section 400.395 in its' entirety and replacing it with the following new Section 400.395:

Section 400.395 Applicability.

All applications for new building permits in the commercial and industrial zoning districts, the "R-3" Multi-Family District as well on any Conditional Use Permit as allowed in Section 400.570 of this code located in any district shall be subject to site plan review in accordance with these regulations. Site plan review shall also be required for the expansion of any existing use in these districts. "Expansion" shall include any increase in floor, parking, or storage space. Site plan review may also be required for improvements to the facade of an existing building. This would include attaching or changing any appurtenances, such as, but not limited to siding, facade, dormers, parapets, columns, pillars, overhangs, and soffits. Such work shall be subject to site plan review at the discretion of the Development Director.

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

BE IT REMEMBERED that the above was read two times, by title only, **PASSED AND APPROVED** by a majority of the Smithville Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this 19th day of March, 2024.

Damien Boley, Mayor

ATTEST

Linda Drummond, City Clerk

First Reading: 3/05/2024

Second Reading 3/19/2024

EXHIBIT A

STATEMENT OF PLANNING COMMISSION ON OUTDOOR STORAGE CODE AMENDMENTS

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

1. These changes are consistent with the intent and purpose of these regulations.
2. The areas of the city which are most likely to be directly affected by these changes are all zoning districts that allow conditional use permits and these properties will be affected by requiring compliance with the specific standards of aesthetic, landscaping and buffering provisions contained in the site plan review ordinances.
3. This amendment is made necessary in order to provide specific standards for conditional use permits that match the standards for any other commercial or multifamily use in the zoning codes.



Date:	February 9, 2024
Prepared By:	Jack Hendrix, Development Director
Subject:	Site Plan Review to include CUP's in all districts Ordinance

Staff has identified a gap in our coverage of Conditional Use Permit requirements in several districts (most residential and all agricultural). While 400.570 contains several standards that must be met as minimum requirements, they are not specific in any degree. Staff proposes adding the CUP's in residential and agricultural districts into the site plan review process to maintain a consistent application of rules from district to district, and include measurable standards for each.

The current CUP requirements 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.*
- 2. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.*
- 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.*
- 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*
 - b. The nature and extent of landscaping and screening on the site.*
- 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.

6. Adequate utility, drainage and other such necessary facilities have been or will be provided.

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.



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3027-24 – Rezoning 16000 and 16100 North 169 Highway to R-3 – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3027-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 16000 and 16100 North 169 Highway by Title Only for First Reading.

SUMMARY:

Applicant seeks to rezone two adjacent lots fronting on 169 Highway currently zoned R-1B and B-2 to R-3 to allow for townhomes to be constructed.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Implement the Comprehensive Plan elements for the downtown area.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

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

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicant: Port Side Tie, LLC
Land Use Proposed: R-3
Zoning: R-1B and B-2
Property Location: 16000 and 16100 N. 169 Hwy

Pursuant to the provisions of Section 400.560(C) of the Smithville Code, the Planning Commission does hereby make the following findings of fact based upon the testimony and evidence presented in a public hearing of the Planning and Zoning Commission of the City of Smithville, held on February 13, 2024, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

Finding of Facts

1. *Character of the neighborhood.*

The surrounding area is 169 Highway frontage with commercial uses throughout and Second Creek to the west. West of the creek is land not within the city limits that is used as agricultural land.

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

The existing Comprehensive Plan was approved on November 10, 2020, and calls for the north lot to be part of the Downtown overlay area, and the south lot is just left as agricultural.

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

Streets and Sidewalks:

No street extensions will be needed, but Cliff Dr. will need to be upgraded when the south lot develops, including sidewalks at the owners' expense and in accordance with existing APWA standards.

Water, Sewer, and Storm water

The city does not have water or sewer at the lots, so the owner must extend both water and sewer to service the lots at its' own expense and in accordance with existing APWA standards.

All other utilities

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

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

The current use is vacant land. The location, size and layout of the lots limit their use to anything other than limited multifamily, which is the highest and best use.

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

The property was zoned to its' existing district classification at least 1978 and has not been developed since.

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

The proposed district is compatible with the business uses nearby.

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

No detriment is anticipated.

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

No loss to landowners is expected.

9. That in rendering this Finding of Fact, testimony at the public hearing on February 13, 2024, has been taken into consideration as well as the documents provided.

Recommendation of the Planning Commission

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

A. This application and the Rezoning of this property from R-1B and B-2 to R-3 is governed by Section 400.620 of the zoning ordinance of Smithville, Missouri.

B. The proposed zoning is compatible with the factors set out in Section 400.560(C) of the zoning ordinance.

C. The Planning and Zoning Commission of the City of Smithville, Missouri recommends approval of rezoning the property to R-3.

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

WHEREAS, The City of Smithville received an application for rezoning 16000 and 16100 North 169 Highway on December 4, 2023; and

WHEREAS, a Public Hearing was conducted before the Planning Commission on February 13, 2024; and

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

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

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

The property legally described as: SEE Attached Exhibit A

is hereby changed from R-1B and B-2 to R-3.

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

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

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

Damien Boley, Mayor

ATTEST

Linda Drummond, City Clerk

First Reading: 3/5/2024
Second Reading 3/19/2024

Exhibit A

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 53, Range 33, described as follows:

Beginning at the point of intersection of the South line of said Southeast Quarter of the Southeast Quarter of Section 22, with the center line of U.S. Highway No. 169, as now located, thence South 89 degrees 37 minutes West, along the South line of said Section 22, 667.92 feet to the centerline of Second Creek; thence with the meanderings of said Second Creek North 39 degrees 0 minutes East, 125 feet; thence North 53 degrees 17 minutes East, 370 feet; thence North 9 degrees 51 minutes East, 210 feet to a point, thence East and parallel with the South line of said Section to a point in the centerline of U.S. Highway No. 169, thence Southeasterly along the centerline of U.S. Highway No. 169 to the Point of Beginning, all in Clay County,

and

Beginning at the point of intersection of the south line of said Southeast quarter of the Southeast quarter of Section 22 aforesaid with the center line of Highway No. 169, thence south 89° 37' west along the south line of said Section 22, 667.92 feet to the center line of Second Creek; thence with the meanderings of said Second Creek, north 39° 00' east 125 feet; thence north 53° 17' east 370 feet; thence north 9° 51' east 210 feet; thence north 20° 31' west 375 feet to the center line of the Smithville and Platte City Road; thence north 67° 35' east 78.4 feet; thence north 53° 53' 35" east 341.73 feet to the center line of Highway No. 169; thence southerly along the center line of Highway No. 169 to the point of beginning, EXCEPT that part deeded to Herbert J. Weber as shown in Book 405 at page 61, in Smithville, Clay County, Missouri.



STAFF REPORT

February 9, 2024

Rezoning of Parcel Id # 05-504-00-02-010.00 and 05-504-00-02-009.00

Application for a Zoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 16000 and 16100 N. US 169 Hwy
Owner: Port Side Tie, LLC
Current Zoning: B-2 and R-1B
Proposed Zoning: R-3

Public Notice Dates:

1st Publication in Newspaper: January 25, 2024
Letters to Property Owners w/in 185': January 22, 2024

GENERAL DESCRIPTION:

The applicant seeks to rezone two adjoining lots from R-1B (north) and B-2 (south) to R-3 located on the west side of 169 and north of Cliff Dr. The lots have remained undeveloped for many years. Applicant seeks this rezoning to allow future construction of two separate townhome buildings.

EXISTING ZONING:

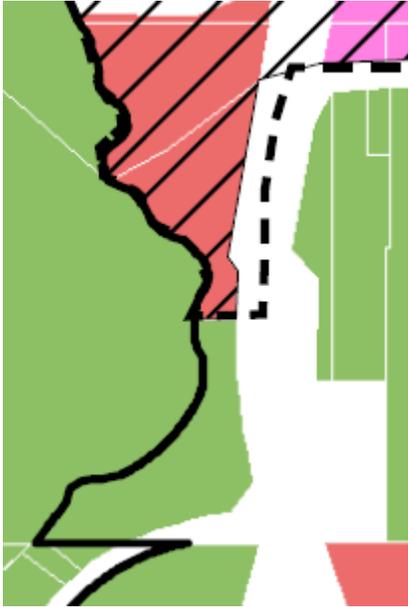
The existing zoning is B-2 and R-1B and has been in existence at least since the 1978 zoning map.

CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is 169 Highway frontage with commercial uses throughout and Second Creek to the west. West of the creek is land not within the city limits that is used as agricultural land.

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

The existing Comprehensive Plan was approved on November 10, 2020, and calls for the north lot to be part of the Downtown overlay area, and the south lot is just left as agricultural.



To the extent that the future land use plan map indicates several of the parcels along 169 that are currently zoned B-3 as agricultural as well, including the south lot to match the north lot complies.

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

Streets and Sidewalks:

No street extensions will be needed, but Cliff Dr. will need to be upgraded when the south lot develops, including sidewalks at the owners expense and in accordance with existing APWA standards.

Water, Sewer and Storm water

The city does not have water or sewer to the lots, so the owner must extend both water and sewer to service the lots at its' own expense and in accordance with existing APWA standards.

All other utilities

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

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

The current use is vacant land. The location, size and layout of the lots limit their use as anything other than limited multifamily, which is the highest and best use.

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

The property was zoned to its' existing district classification at least 1978 and has not been developed since.

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

The proposed district is compatible with the business uses nearby.

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

No detrimental effects are known.

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

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

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Zoning Administrator



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3028-24 – Authorizing The City to Enter into Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit - 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3028-24 authorizing the City to enter into a Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit. First reading by title only.

SUMMARY:

In November 2023, the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the Union) began meeting to negotiate the Collective Bargaining Agreement for the Non-Supervisory Bargaining Unit. The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers below the rank of Sergeant. The agreement was negotiated in good faith by representatives of the City and representatives from the Union. The City received notice on Monday, February 26, 2024 that the bargaining unit members ratified the tentative agreement. Staff recommends approval of this agreement.

Highlights of the agreement:

- Implementation of a step plan for full-time sworn police officers. The step plan is designed to help recruitment of police officers, and the retention of our current police officers.
- Starting pay of \$52,000 annually to align with the Kansas City area average. The plan includes 14 steps, up to \$79,371 annually.
- Average increase for unit after July 1, 2024 implementation of the step plan is 7.93%.
- All members will receive a step increase annually, effective with the first pay period of January 2025.
- Shift Differential for members assigned to the night shift of an additional seventy-five cents (\$0.75) per hour for all hours worked between 7 p.m. and 7 a.m.
- Detectives shall be paid 6% above their base rate for all hours worked.
- Boot allowance of \$150/year, clothing allowance for Detectives of \$450/per fiscal year.
- Police Chief may award experience credit to lateral transfers up to Level 8 of the Step Plan.

If approved, the agreement will become effective upon the date of Board of Aldermen approval and will expire on December 31, 2026.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Implement a labor agreement between with City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit.

FINANCIAL CONSIDERATIONS:

Budget impact of step plan not included in FY24 Budget. A budget amendment of \$30,000 is included in Bill No. 3025-24.

ATTACHMENTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" 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 AUTHORIZING THE CITY TO ENTER INTO A
LABOR AGREEMENT WITH WEST CENTRAL MISSOURI REGIONAL
LODGE #50 OF THE FRATERNAL ORDER OF POLICE
REPRESENTING THE NON-SUPERVISORY BARGAINING UNIT**

WHEREAS, pursuant to Chapter 200.100 of the Code of the City of Smithville, Missouri (the "City Code"), the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the "Union") has been duly selected to serve as the exclusive bargaining representatives for the Smithville Non-Supervisory Unit; and

WHEREAS, pursuant to the provisions of Chapter 200.100 of the City Code, the City has bargained in good faith with the Union, and the parties have reached a tentative agreement covering certain aspects of the wages, benefits, and terms and conditions of employment for the City's non-supervisory police officers; and

WHEREAS, the City received notice on Monday, February 26, 2024, that the bargaining unit members have ratified the tentative agreement, and

WHEREAS, the ratified labor agreement has been reduced to writing and has been presented to the Board of Aldermen of the City of Smithville for the purpose of approval or rejection, and

WHEREAS, the Board of Aldermen desires to approve the collective bargaining agreement with the Fraternal Order of Police, Lodge 50 and authorize the Mayor to execute the agreement on behalf of the City.

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

SECTION 1: The Board of Aldermen hereby authorizes the City to adopt the Labor Agreement (the "Agreement") between the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of March 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/05/2024

Second Reading: 03/19/2024

EXHIBIT A

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SMITHVILLE,
MISSOURI AND THE FRATERNAL ORDER OF POLICE, LODGE 50**

[see attached]

**CITY OF SMITHVILLE, MISSOURI
AND
FRATERNAL ORDER OF POLICE WEST
CENTRAL MISSOURI REGIONAL, LODGE # 50**



**2024-2026
LABOR AGREEMENT
NON-SUPERVISORY BARGAINING UNIT**

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Smithville, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Employee Handbook, the City's Policy Manual, or any Standard Operating Procedures of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Employee Handbook or Policy Manual, and the Department's SOP's and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers below the rank of Sergeant.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department with a rank below that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed one (1) officer per shift, for a total of four (4) police officers, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their FTO process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the squad room. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will allow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or Lodge-affiliated accounts.

Section 4.06 Lodge Business

The City will pay full-time City employees who are on duty and who serve as Lodge representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Lodge business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon written request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 100 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 15 cents per page.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Full-Time Specialized Assignments

Full-Time specialized duty assignments may include, but shall not be limited to, School Resource Officers and Detectives.

Section 7.02 Part-Time Specialized Assignments

Part-time assignments may include, but shall not be limited to, Field Training Officers, Training Instructors, Drone Unit, CIT Coordinator, ICAC task force members, and Clay County STAR team members.

Section 7.03 Vacancy Posting

When there is a vacancy in any specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 7.04 Bid for Special Assignment Vacancy

Bargaining unit employees with one (1) year of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with one (1) year of service or more applies for said

vacancy, the vacant position will be reposted and open for those with less than one (1) year of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant full-time positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge with approval of the Chief, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. Each bidder shall receive a copy of their testing scores and/or oral board scores. The Lodge shall receive the complete list of candidate scores upon conclusion of the vacancy bidding process. Employees shall be paid for all time in interviews and tests.

Section 7.05 Input and Selection for Specialized Assignments

The Chief, or his or her designee, shall select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for position as provided herein, the Chief or his or her designee, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future special assignment opportunities.

Section 7.06 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is twelve (12) hours for patrol officers. Detectives and SROs shall be assigned eight (8) hour shifts from Monday to Friday.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol will complete a bidding process two times per year, wherein:

- (a) Officers shall bid for either the day or night shift based upon their seniority.
- (b) Members who fail to bid will be placed on open shift positions.

Section 8.03 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open Patrol position through their chain of command. Transfers shall be subject to the approval of the Chief.

The Chief shall have the authority to re-assign any employee or employees to another shift for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved.

Section 8.04 Meal Breaks

The Department shall make a reasonable attempt to allow members working twelve (12) hour shifts to receive two (2) thirty (30) minute paid meal breaks for each full shift worked. The Department shall make a reasonable attempt to allow members working eight (8) hour shifts to receive a thirty (30) minute paid meal break for each full shift worked.

Section 8.05 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval of their immediate supervisors. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Promotion Eligibility

Officers are eligible to participate in the promotion process for Sergeants after three (3) years of fulltime service as a commissioned Police Officer with at least one year of service at the City of Smithville.

Section 9.02 Promotional Process

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s), via email, at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process.

- (a) The promotional process may consist of a written examination, assessment center, oral interview, and an interview with the Chief, as well as a review of the applicant's educational background, relevant military service, and consideration of the applicant's ancillary duties, with the specific elements included in the process and the weighting of each element to be determined by the Chief and published with the promotional announcement. Once published, the elements and weighting of each element to be applied to the process shall not be changed. The interview with the Chief, as well as a review of the applicant's educational background, relevant military service, and consideration of the applicant's ancillary duties shall not count for more than twenty-five percent (25%) of the applicant's total promotional process score.
- (b) The Department shall publish the results of the process with the candidates listed in rank order. Each candidate shall receive their individual scores on the respective components,

and their cumulative score on the overall process. The Lodge shall also receive the list of all candidates' scores.

- (c) The Chief shall select the candidate to be promoted from among the top three scoring candidates. Before making the promotion decision, the Chief will solicit input from a Committee of the current Sergeants.
- (d) Employees shall be paid at straight time rates for time spent in testing or in interviews during the promotional process. The City shall have the option to adjust working schedules during the weeks affected by the promotional process, so that any employee's total scheduled hours during the work period(s) in question do not exceed the regularly scheduled hours for that period. Regardless of whether the City elects to make such adjustments, the parties jointly recognize that participation in the promotional process is not "work" for the benefit of the City, but rather is a purely voluntary activity for the benefit of each individual officer. Therefore, hours spent in a promotional process will not count toward overtime eligibility.
- (e) In the event there is only one qualified bidder for an open position, the Chief may elect to conduct an informal interview in lieu of following the above process. If the Chief determines the candidate is suitable for promotion, the Chief may promote the candidate.

Article X. Transitional Duty Assignments

Section 10.01 Duty-Related Injury

When an employee suffers a duty-related injury, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City will first attempt to place an injured officer in a position within the police department. If no work is available within the Department, the officer may be placed in a position within the City.

Section 10.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work related injury or non-communicable illness, the City may offer a transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 10.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a

transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article XI. Wages

Section 11.01. Regular Wages

Effective on the first day of the first full pay beginning in July of 2024, the pay levels for each position in the bargaining unit shall be the levels listed in the pay grid in Appendix A, attached hereto. Existing employees shall be slotted into the pay grid as indicated in Appendix A.

Section 11.02. Step Increases

All bargaining unit employees except new hires not entitled to a step increase shall receive a pay step increase on the first day of the first full pay period of each calendar year, beginning in January of 2025.

Section 11.03. New Hires

New hires who are P.O.S.T. certified shall ordinarily commence at Level 1 on the pay grid.

The Chief may award experience credit to lateral transfers who are either already P.O.S.T. certified or who are capable of becoming P.O.S.T. certified before they start working for the City and who in fact do so. The Chief will assign a starting pay level to Lateral Transfers that, in his or her reasonable judgment best matches the value of the new employee's experience to the department, but the initial level assigned to any lateral transfer shall not exceed Level 8.

New hires who start work prior to July 1 on any calendar year shall receive a step increase on the first day of the first full pay period in the January following their date of hire. New hires who start work on or after July 1 on any calendar year shall not receive a step increase until the first day of the first full pay period in the second January following their date of hire.

Section 11.04. Boot Allowance

Members will be reimbursed for the purchase of boots up to \$150 per year.

Section 11.05. Shift Differential

Members assigned to the night shift will receive an additional seventy-five cents (\$0.75) per hour shift differential premium for all hours worked between 7 p.m. and 7 a.m.

Section 11.06. Field Training Officers

Members serving as FTO's shall receive an additional one (1) hour of pay for every shift in which is the Member serves as an FTO for at least eight (8) hours.

Section 11.07. Acting Sergeant

Members serving as Acting Sergeants for more than four consecutive shifts shall receive an additional five percent (5%) of their hourly base pay as a premium for all time spent in this capacity.

Section 11.08. On-Call Pay

Employees scheduled and performing on-call duty shall be paid one (1) hour regular pay for each weekday and two (2) hours pay for each weekend day and holiday in an on-call status regardless of whether or not they are called in to work. Employees who are on call are required to answer calls to duty promptly and arrive ready to work within one hour.

Section 11.09. Clothing Allowance

Detectives shall receive a clothing allowance of four hundred and fifty dollars (\$450) per fiscal year. The allowance will be paid in the first full pay period of January.

Section 11.10. Court Time

Members who are required to attend court, as a result of the performance of their assigned duties, during non-work hours shall be compensated for a minimum of two (2) hours or actual time worked, whichever is greater, at the member's hourly rate.

Section 11.11. Call Back

Members who are called to work and who report to work during their unscheduled off duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater, at their hourly rate. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid at their hourly rate for all hours actually worked, and shall not be subject to the two (2) hour minimum, provided that the member's shift is not adjusted to avoid paying overtime.

Section 11.12. Detective Pay

Detectives shall be paid 6% above their base rate for all hours worked.

Article XII. Overtime

Section 12.01 Overtime

Employees shall be paid at time and a half of their regular rate of pay for all hours actually worked in excess of eighty (80) hours per fourteen-day work period.

Section 12.02 Flexible Hours Subject to supervisor approval, employees who work overtime may have the option to voluntarily take time off from their regularly scheduled hours during the same

pay period, to offset such overtime hours worked. However, officers will not be required to take time off during the pay period to avoid the payment of overtime.

Section 12.03 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 12.04 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as shift differential.

Section 12.05 Overtime Assignment

Voluntary overtime shall be offered on a first-come, first-serve basis department-wide.

Involuntary overtime shall be assigned to the least senior employee in the opposite days off group with the same work hours. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees in their days off group with the same work hours have been forced in as well.

The above shall not apply to special events or emergencies, wherein all employees will be subject to mandatory call out. Nothing herein shall prevent any employee from accepting available overtime on a voluntary basis.

All employees of the department are required as a condition of employment to answer calls to duty promptly and to return messages within a reasonable period of time when calls are missed. Any employee who develops a pattern of not answering or returning calls will be subject to progressive discipline.

Section 12.06 Duty-Related Phone Calls and Email

Employees who receive one or more phone calls from any Department supervisor (Sergeant, Captain, or Chief), or their designee, while off-duty on any given day, which call(s) last longer than seven (7) minutes, and which concern job-related issues, shall be compensated for the actual time spent on the call.

Employees shall not access work email while off duty, unless specifically instructed to do so by a Department supervisor. Employees who spend more than seven (7) minutes on work-related email on any given day while off duty shall report their time and shall be compensated for actual time spent.

Section 12.07 Vacation, Holiday and Sick Time

Paid time off shall not count as hours worked when determining overtime eligibility.

Article XIII. Health and Welfare

Section 13.01 Health, Dental, Vision, and Life Insurance Coverage

- (a) The City shall provide Health, Dental, Vision and Life Insurance plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.
- (b) City Benefits Committee. The Union shall have a representative selected by the Union on the Committee. The Union's selected representative must be a full-time City employee.

Article XIV. Retirement Benefits

Section 14.01 LAGERS

The City will continue the current LAGERS L7 2% contributory retirement program.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in the 457 Deferred Compensation Plan.

Article XV. Holidays

Section 15.01 Holidays

Employees covered under this Agreement shall receive eight (8) hours of holiday pay for each City-observed holiday listed in the Employee Handbook.

Section 15.03 Holiday Schedule

Employees who work eight (8) hour shifts shall observe holidays on the same days as administrative staff employees, except that SROs may be required to work on any holiday when school is in session.

ARTICLE XVI. Leaves of Absence

Section 16.01. Vacation Leave

- (a) Sworn officers shall accrue vacation as provided in the Employee Handbook.
- (b) Between December 1 through 15 of each year, employees shall be permitted to bid for one block of up to seven (7) consecutive days' vacation time during the next year, in accordance with their seniority. After initial weeks have been selected, additional vacation time shall be scheduled with the employee's immediate supervisor. If two or more employees request a vacation day at the same time on a certain date and all the requests cannot be granted, the most senior employee shall be allowed to take the vacation day, but a more senior employee shall not be permitted to bump a more junior

employee who has previously scheduled vacation time. After December 15, vacation days shall be granted on a first come, first served basis.

(c) Upon separation of employment for any reason, any earned but unused vacation time will be paid out, subject to the following rules. The maximum vacation payout allowed will be one and one-half times the employee's annual benefit. Vacation time will be paid at the employee's then-current hourly rate.

(d) Employees on leave of absence without pay shall not accrue vacation.

Section 16.02. Sick Leave

(a) Employees covered under this Agreement shall accrue and use sick leave in accordance with City policy.

Section 16.03. Bereavement Leave

Employees covered under this Agreement shall be eligible for Bereavement Leave as provided in City policy.

Section 16.05. Military Leave

Members will be granted Military leave within the standards established by the Uniformed Services Employment and Reemployment Act (USERRA) and the laws of the State of Missouri.

Article XVIII. Seniority

Section 18.01 Seniority Definition

Seniority for police officers shall be determined based upon cumulative time spent as a police officer, including time spent in the assignment of detective starting from the officer's date of appointment to police officer with the City. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the officer's seniority.

If two or more officers have the same date of appointment, the following criteria will be used to determine the higher seniority:

- (a) If a person was a full-time employee of the City immediately prior to the date of appointment, that person will have seniority over any other person who was not a full-time employee on the date of appointment.
- (b) If section (a) does not resolve the tie, then the entrant officer with the highest entrant exam score will have the highest seniority.

- (c) If section (b) does not resolve the tie, the date of the most recent application for employment will establish who has the highest seniority, with the entrant having the earlier application being considered more senior.

Section 18.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job assignment, date of initial hire within the Department, and date of assignment to current position.

Section 18.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire

Former bargaining unit employees who are rehired within six (6) consecutive months from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate probationary period.

Reinstated employees who separated from Departmental service in good standing and return to the same position they occupied upon leaving the Department shall return at the same rate of pay they were receiving at the time of their departure, if reemployment occurs within six (6) consecutive months from the date of separation. Reinstated or rehired employees who return after an absence of more than one month will become eligible for employee benefits on the same schedule as applies for new hires.

Section 18.05 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position, and the most junior employee in the lower classification may be bumped down if necessary. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XIX. Probation

Section 19.01 Probation

New employees shall be hired on a trial basis. Probation for new employees shall run for a period of six (6) months after the successful completion of the field training program. During probation, employees shall be subject to discipline or discharge at the discretion of management, and such discipline or discharge shall not be grievable beyond the third step of the grievance process set out in this Agreement. Probation may be extended by the Chief for up to an additional six (6) months.

Article XX. Reductions in Force

Section 20.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 20.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XXI. Discipline

Section 21.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The City will generally practice a system of progressive discipline. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

- (a) Documented Verbal Warning
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

Section 21.03 Non-Disciplinary Actions

Informal discussions or verbal counseling between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.

Section 21.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon scheduling an appointment with the Assistant City Administrator. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 21.05 Lodge Representation

Members under investigation are entitled to have an attorney or any duly authorized representative present during any questioning that the member reasonably believes may result in disciplinary action. The attorney or representative shall be permitted to confer with the member but shall not unduly disrupt or interfere with the interview. The questioning shall be suspended for a period of up to twenty-four (24) hours if the officer requests representation.

Section 21.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation, upon written request of the member or the member's representative, a copy of the entire record of the administrative investigation, including, but not limited to, audio, video, and transcribed statements, shall be provided within five (5) business days of the written request. The Department may request a protective order to redact all personal identifying witness information. Any individual who reviews an internal affairs investigatory file shall maintain the confidentiality of all information contained in the file.

Section 21.07 Written Reprimands and Documented Verbal Warnings

Written reprimands and documented verbal warnings shall remain active in employees' personnel files for three years from the date they are issued, and during that period of time, these items may be used for subsequent progressive discipline. After three years, these items will no longer be used for subsequent progressive discipline, but may be referred to for the purpose of demonstrating knowledge of the applicable rules or expectations, and/or to establish a pattern of behavior.

Section 21.08 Suspensions

Suspension shall remain active in the employee's personnel file indefinitely, and may be used for subsequent progressive discipline, provided that the weight to be given to prior suspensions shall be subject to the just cause analysis.

Article XXII. Internal Investigations

Section 22.01 Administrative Investigations

All internal investigations will be conducted in accordance with the provisions of Mo. Rev. Stat. § 590.502.2.

Section 22.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management may suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered independently from the criminal investigation.

Section 22.03 Bargaining Unit Member Involved Shooting Investigation

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.

- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate policy. The on-scene supervisor will be in charge until properly relieved by the Lead Supervisor of the Northland Officer Involved Shooting Investigation Team (NOISIT). The crime scene will be held until the Chief or his/her designee authorizes the release. The involved officer shall not leave the scene until released by the NOISIT Lead Supervisor.
- Immediately following the shooting, bargaining unit members will be ordered to participate in a walk-through with an assigned NOISIT investigator and provide answers to the following public safety questions to provide information necessary to complete the investigation:
 - 1) Are you injured?
 - 2) If you know of anyone who was injured, what is his or her location?
 - 3) In what direction did you fire your weapon(s)?
 - 4) Are there any suspects at large, what are their descriptions?
 - 5) What was the suspects' direction of travel?
 - 6) How long ago did the suspects flee?
 - 7) For what crimes are suspects wanted?
 - 8) With what weapons is the suspect armed?
 - 9) Does any evidence need to be preserved?
 - 10) Where is the evidence located?
 - 11) Did you observe any witnesses?
 - 12) Where are they?
- Besides the answers to these questions, no other questioning shall be performed at the scene.
- A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel present during any criminal interview. No criminal interview of the bargaining unit member involved in a shooting incident shall be conducted until the officer is well rested, generally between 48-72 hours post incident.
- Bargaining unit member(s) involved in shooting incidents may be relieved of duty and placed on Administrative Leave by the Chief or his/her designee. They will retain their badge and identification card, but not their weapon. This shall be removed and retained

pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.

- If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will be returned to full duty status with all back pay, unless the Employer determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.
- Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit before they may return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling with a City-selected mental health provider for any bargaining unit member who is involved in a critical incident.

Article XXIII. Grievance Procedure

Section 23.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 23.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of

any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days

All grievances must be submitted in writing to management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 23.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has

allegedly been violated, and the resolution desired. The City Administrator or his or her designee shall review the grievance and issue a decision on it within ten (10) calendar days of its receipt.

Section 23.08 Suspension and Discharge Grievances Filed at Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.09 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 23.10 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 23.11 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Smithville Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

- A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and
- B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.11.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXIV. Arbitration

Section 24.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Assistant City Administrator within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 24.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 24.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of the dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.

- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 24.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 24.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and two (2) representatives from the bargaining unit.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 25.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative of the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.

- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 25.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXVI. General Provisions

Section 26.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel.

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) Officers may choose to wear long or short sleeve shirts at their discretion, except when otherwise directed.
- (d) The Department shall establish a Uniform Committee. The Committee shall be composed of two (2) individuals appointed by the Chief, and one sergeant and one officer appointed by the FOP. Members of the Committee shall review any proposed changes to the uniform and provide recommendations to the Chief.
- (e) Officers with twenty (20) or more years of service, with at least ten (10) years of service in Smithville, who are in good standing at the time of retirement from the police department shall be gifted their firearm by the department at the time of departure.

Section 26.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which

could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty, to the maximum extent allowed under the City's workers' compensation policy.

Section 26.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 26.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval. Approval must be renewed on an annual basis.

Section 26.05 Release of Personal Information

The City shall not release an employee's personal information, including name, date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or to obtain employee benefits, or as required by law.

Section 26.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 26.07 Certified New Hire Signing IncentiveThe City shall also continue to have the right to enter into individual contracts with applicants who are Missouri POST certified Police Officers, providing a signing incentive if they are hired, and requiring them to repay the signing incentive, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming hired.

Article XXVII. Training

Section 27.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 27.02 Meal Reimbursement

The City shall pay for covered meals when the employee is attending training which requires an overnight stay, consistent with the City's travel policy.

Section 27.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 27.04 Return to Work

Employees covered under this Agreement, who are attending external training, shall not be required to return to work, if there are fewer than four hours remaining in the shift, except in case of staffing shortage. Employees who elect not to return to work shall be paid for time spent in training, and may elect to use accrued vacation time or floating holidays to cover the remainder of their regularly scheduled hours, if they so desire.

Article XXVIII. Complete Agreement

Section 28.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 28.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties. Individual agreements concerning training costs or signing incentives shall remain in effect.

Section 28.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXIX. Term of Agreement

Section 29.01 Effective Date

This Agreement shall become effective upon ratification by the Union and adoption by the Board, and shall remain in effect through December 31, 2026. In March of 2026, or in any subsequent March, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. Such negotiations, if requested, shall take place between April 15 and June 15 of the same calendar year. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Damien Boley
Mayor

Rick Inghima
President

On behalf of
The City of Smithville

On behalf of
FOP West Central Missouri Lodge No. 50

Date

Date

APPENDIX A

**OFFICER'S MERIT PAY GRID, EFFECTIVE
FIRST DAY OF FIRST FULL PAY PERIOD IN JULY OF 2024**

Hourly Rate	1 6.2%	2 4.0%	3 4.0%	4 4.0%	5 3.5%	6 3.5%	7 3.5%
Police Officer	\$25.00	\$26.00	\$27.04	\$28.12	\$29.11	\$30.12	\$31.18

Annual Equivalent	1 5.0%	2 4.0%	3 4.0%	4 4.0%	5 3.5%	6 3.5%	7 3.5%
Police Officer	\$52,000	\$54,080	\$56,243	\$58,493	\$60,540	\$62,659	\$64,852

Hourly Rate	8 3.5%	9 3.0%	10 3.0%	11 3.0%	12 3.0%	13 2.5%	14 2.5%
Police Officer	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.23	\$38.16

Annual Equivalent	8 3.5%	9 3.0%	10 3.0%	11 3.0%	12 3.0%	13 2.5%	14 2.5%
Police Officer	\$67,122	\$69,136	\$71,210	\$73,346	\$75,546	\$77,435	\$79,371

Pay Steps Effective First Day of First Full Pay Period in July of 2024

BRISTOL	DOMINIC	2
BUCHHEIT	JOSEPH	6
BURNS	PHOENIX	2
HAZELRIGG	BRETT	3
JOHNSON	KURT	2
KENNEDY	KOLE	2
KNOWLES	MELISSA	4
MENDOZA	CHRIS	7
NEILL	EDWARD	1
REPOLA	CAITLIN	3
SIMANTON	DAWSON	2
TSO	DARREN	2



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3029-24, Cooperative Agreement for the Fairview Crossing Community Improvement District – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3029-24, approving the Cooperative Agreement among the City, the Fairview Crossing Community Improvement District and Kansas City Properties & Investments, LLC to implement the Fairview Crossing Community Improvement District. First reading by title only.

SUMMARY:

Pursuant to Ordinance No. 3210-23 approving the Fairview Crossing CID, the next step in the Community Improvement District (CID) process is the adoption of a cooperative agreement to oversee the administrative terms of the CID. The CID is a separate legal entity that proposes to impose a 1% additional sales tax on sales made within the CID. The revenues generated from this additional sales tax will reimburse the Developer for certain authorized, public improvements.

The Cooperative Agreement outlines the terms of the CID administration including sales tax administration oversight, reimbursement details, CID operations and maintenance, an administrative fee for the City's expenses, certain oversight and CID Act requirements, composition of the CID Board of Directors, and defaults and remedies, among other things.

PREVIOUS ACTION:

none

POLICY ISSUE:

Economic Development

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 checked="" type="checkbox"/> Other: Cooperative Agreement | |

AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT AMONG THE CITY OF SMITHVILLE, MISSOURI, THE FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT AND KANSAS CITY PROPERTIES & INVESTMENTS, LLC TO IMPLEMENT THE FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Board of Aldermen of the City of Smithville, Missouri (the "Board of Aldermen"), did on October 17, 2023 hold a public hearing considering the formation of the Fairview Crossing Community Improvement District (the "District") and the Petition for the Establishment of the Fairview Crossing Community Improvement District (the "Petition"); and

WHEREAS, on November 6, 2023, the Board of Aldermen did pass Ordinance No. 3210-23, which approved the formation the District and the Petition; and

WHEREAS, the ordinance requires that the District and Kansas City Properties & Investments, LLC (the "Developer") enter into a cooperative agreement with the City to implement the goals and objectives of the Petition, including the administration of the District Sales Tax Revenues; and

WHEREAS, the City now desires to enter into a cooperative agreement with the District and the Developer to set forth their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the District Sales Tax Revenues; and

WHEREAS, the Board of Aldermen hereby determines that it is in the best interest of the City to enter into a cooperative agreement with the District and the Developer in substantially the form attached hereto.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute the Cooperative Agreement which shall be substantially in the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof.

Section 2. City officers and agents of the City are each hereby authorized and directed to take such actions, execute such other documents, certificates and instruments and engage such consultants as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

[remainder of page intentionally left blank]

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 19th day of March 2024.

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/05/2024

Second Reading: 03/19/2024

Exhibit A

Cooperative Agreement

[Attached]

COOPERATIVE AGREEMENT

among the

CITY OF SMITHVILLE, MISSOURI,

the

FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT,

and

KANSAS CITY PROPERTIES & INVESTMENTS, LLC

dated as of

_____, 2024

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Exhibit C	Form of Cost Certification

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2024, by and among the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri (the “**City**”), the **FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **KANSAS CITY PROPERTIES & INVESTMENTS, LLC** (the “**Developer**”), a Missouri limited liability company (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the Board of Aldermen of the City of Smithville, Missouri (the “**Board of Aldermen**”), did on November 6, 2023, pass Ordinance No. 3210-23, which approved the formation of the District and the Petition for the Establishment of the Fairview Crossing Community Improvement District (the “**Petition**”); and

WHEREAS, Ordinance No. _____, approved on _____, 2024 approved the execution of this Agreement; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales and use tax (the “**District Sales Tax**”) and to enter into this Agreement for the collection, payment and administration of the proceeds of the District Sales Tax;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Fee**” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District, and administering and accounting for the District Sales Tax, in the amount of one and one half percent (1.5%) of the total District Sales Tax Revenue transferred to the City on behalf of the District by the Missouri Department of Revenue, as set forth in this Agreement.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board” or **“Board of Directors”** means the governing body of the Fairview Crossing Community Improvement District.

“Board of Aldermen” means the governing body of the City of Smithville, Missouri.

“Budget” shall have the meaning set forth in Section 4.4.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in **Exhibit A** and in the maximum amount shown on **Exhibit A**.

“CID Services” means those services described in the CID Petition which may be undertaken by the CID in accordance with the CID Petition and the requirements of this Agreement, not including services related to Operating Costs of the District.

“City” means the City of Smithville, Missouri, a municipal corporation and fourth-class city under applicable Missouri laws.

“City Representative” means the City Administrator or Assistant City Administrator of the City, or his/her designee.

“City Director” shall have the meaning set forth in Section 5.1.

“Developer Directors” shall have the meaning set forth in Section 5.1.

“Director” means a director of the District.

“District Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, pandemics, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“Fiscal Year” means November 1 through October 31 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District or the City, which pay for, among other things, the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“Operating Costs” means the actual, reasonable expenses which are reasonably necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, insurance, the engagement of special legal counsel, financial auditing services, and other consultants or services including companies engaged by the District (or the City on behalf of the District) to review applications for reimbursement for payment of Public Improvements Costs, and shall also include reasonable attorneys’ fees for the formation of the District.

“Parties” or **“Party”** means the City, the District and the Developer, as the context requires.

“Petition” means the Petition for Establishment of the Fairview Crossing Community Improvement District, filed with the City Clerk of Smithville, Missouri, approved by Ordinance No. 3210-23 on November 6, 2023.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the CID Improvements;

B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

“Report” shall have the meaning set forth in Section 4.4.

“Secured Lender” means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of the District Improvements and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for the District and for other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

G. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a fourth-class city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement, or that would materially adversely affect the financial condition of the Developer.

D. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of 1.0% for the purpose of funding costs of the CID Improvements and the CID Services as desired by the District and as approved by the City. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall adopt a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenues from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive the Administrative Fee for administering the District Sales Tax. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District.

D. In the event that the City incurs extraordinary administrative costs related to the collection or enforcement of the District Sales Tax or for other reasons, then the City shall be entitled to additional payments to fully reimburse the City for such actual, documented extraordinary costs to be collected from the District Sales Tax Revenues. The City shall use best efforts to provide the District and Developer with advance written notice of any anticipated extraordinary administrative costs and shall provide the District and Developer with regular updates regarding any such costs incurred. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee and any extraordinary administrative costs shall be paid in subsequent Fiscal Years.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District from District Sales Tax Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.4. Developer shall fund the Operating Costs and be reimbursed for such advances until sufficient revenues are available to fund Operating Costs from District Sales Tax Revenues on an annual basis.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City on behalf of the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

1. The City, on behalf of the District, shall pay the Administrative Fee or other amounts owing to the City.
2. The City, on behalf of the District, shall pay the Operating Costs of the District.
3. The City, on behalf of the District, shall make the remaining District Sales Tax Revenues to pay the Obligations if any Obligations have been issued.
4. In the event that there are no Obligations outstanding, the City, on behalf of the District, shall make the remaining District Sales Tax Revenues available to reimburse the Developer for expenses incurred by Developer to fund the CID Improvements which have been certified. No payment of the District Sales Tax Revenues shall be made to the Developer until such CID Improvement costs have been certified by the City pursuant to this Agreement.
5. The City, on behalf of the District, shall pay the CID Services of the District, provided that no CID Services shall be funded by the District until all costs of the CID Improvements have been fully reimbursed.

Section 3.6. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.7. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District when the District Sales Tax has expired in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. Upon repeal of the District Sales Tax, the District shall:

- A. Pay all outstanding Administrative Fees and Operating Costs.
- B. Retain any remaining District Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer. The CID Improvements shall be designed and constructed in accordance with applicable City-approved zoning and subdivision ordinances and associated plans and specifications. The Developer shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Improvements; provided that this Agreement shall not be deemed to impose the payment of prevailing wage to contractors or subcontractors if not otherwise required by Applicable Laws and Requirements. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to Applicable Laws and Requirements. Developer shall use commercially reasonable efforts to clear blight or rehabilitate to eliminate the physical blight existing within the blight area, or make adequate provisions satisfactory to the City for the clearance of such blight, which obligation may be satisfied by performing the CID

Improvements. Notwithstanding the foregoing, to the extent Developer fails to perform the CID Improvements, whether fully or partially, the sole remedy hereunder shall be that the Developer shall not be entitled to reimbursement of District Sales Tax Revenues, and in no event shall Developer be required to perform such obligations or expend money in furtherance thereof in excess of the amount of District Sales Tax Revenues disbursed to Developer hereunder. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to, or as required by, Applicable Laws and Requirements.

Section 4.2. Financing the CID Improvements. The District shall impose the District Sales Tax within the boundaries of the District to fund the CID Improvements and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the Board of Aldermen, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements, but only subsequent to the prior written consent of the City. The bond counsel and underwriter for any such Obligations shall be selected by the City.

Section 4.3. Ownership and Maintenance of CID Improvements. The City shall have no ownership of the CID Improvements, and the District or Developer shall at all times be responsible for maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements. The District or Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements.

Section 4.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Representative for review and comment not less than sixty (60) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City; provided, however, that if the City does not provide its written consent or comments to the Budget within fifteen (15) days prior to the intended date of approval of the Budget, consent shall be deemed given. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

Section 4.5. New CID Improvements. The District shall not undertake new District projects, aside from the improvements shown on the attached **Exhibit A** and in the amount shown on **Exhibit A**, without the prior approval of the Board of Aldermen.

Section 4.6. Certification of Costs. No District Sales Tax Revenues shall be paid by the City to the Developer for any costs prior to certification of such costs in accordance with this Section. All Public Improvement Costs shall be eligible for reimbursement to the Developer under Section 3.5 upon acceptance by the City of a certification of such costs by the Developer in substantially the form attached to this Agreement as **Exhibit C** (a "Cost Certification"). Upon receipt by the City of an executed and completed Cost Certification (together with supporting invoices), the City shall have thirty (30) calendar days to inform the Developer of any inadequacy of the Cost Certification, based on the City's determination that the Cost Certification requests payment for costs that either are not reimbursable under this Agreement or have already been the subject of a Cost Certification. If the City has no such reason to contest the Cost

Certification, or if the thirty-day time period passes without such notification, the City shall accept the Cost Certification by signature. The City shall keep records of all Cost Certifications submitted to the City, the total amount of costs so certified, and the amounts that, at any time, have been certified but have not yet been reimbursed in accordance with Section 3.5.

ARTICLE 5: DISTRICT OPERATIONS AND MANAGEMENT

Section 5.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) directors. The Board of Directors shall include one (1) director as a representative of the City who is designated by the City (the “**City Director**”) and four (4) as representatives of the Developer who are designated by the Developer (the “**Developer Directors**”).

B. All directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Director is a representative of Developer as a property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Director.

C. If there are no registered voters in the District, at least one director during their term shall be a person who meets all qualifications as required by Section 67.1451.2(3), RSMo.

D. Successor Directors shall be appointed by the Mayor with the consent of the Board of Aldermen as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor’s appointment of the Developer Directors shall be those persons who are designated by Developer.

Section 5.2. District Meetings. The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting (which notice may be delivered via email) and are provided with the opportunity to participate in all District meetings, either in person or by phone. The Parties agree that the District bylaws shall contain the requirements of this Section, and shall include other safeguards as mutually agreed by the Parties to provide for participation of Developer Directors and City Director in all matters coming before the Board of Directors.

ARTICLE 6: SPECIAL COVENANTS

Section 6.1. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with accounting principles generally accepted in the United States and consistently applied. The District shall furnish annual audited financial statements for each Fiscal Year no later than ninety (90) days following the end of such Fiscal Year. District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.2. Consent by Developer, Tenants and Transferees.

A. Developer will use commercially reasonable efforts to cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Fairview Crossing Community Improvement District (“District”) created by ordinance of the City of Smithville, Missouri (“City”), that the District imposes a sales and use tax on Tenant’s eligible retail sales that will be applied toward the costs of CID Improvements that will provide a generalized benefit to the development. Tenant shall forward to the District and City copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID area. Developer shall use commercially reasonable efforts after the date of this Agreement to insert in any document transferring any interest in real property within the CID area, to cause any transferee to insert language reasonably similar to the following, and to have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the property is a part of the Fairview Crossing Community Improvement District (“District”) created by ordinance of the City of Smithville, Missouri (“City”), and that the District imposes a sales and use tax on eligible retail sales conducted within the District that will be applied toward the costs of CID Improvements that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the District and the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. The Developer shall enforce the lease/sales contract obligation set forth in this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the District and the City a copy of their Missouri sales tax returns. The Developer use commercially reasonable efforts to ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against the Developer and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

D. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District’s and the City’s rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

E. Developer acknowledges that the District is implemented for the purpose of funding CID Improvements that benefit the development. Developer and its successors and assigns agree not to contest or protest the creation and operation of the District or the levy, collection or enforcement of the District Sales Tax.

F. In lieu of compliance with this Section 6.2, City hereby acknowledges that Developer may include the requirements applicable to tenants and subsequent owners of real property within the District within the Memorandum of this Agreement to be recorded pursuant to Section 8.11 hereof, and in such case, Developer shall have no further obligation to include provisions stated herein in leases or sale contracts.

Section 6.3. Collateral Assignment.

A. Developer and its successors and assigns shall have the right, without the City's consent, to collaterally assign to any Secured Lender as collateral any and all of Developer's rights and/or obligations under this Agreement, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Secured Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate of property within the District by foreclosure, or deed in lieu of foreclosure or otherwise.

B. Before a Secured Lender may exercise any rights of the Developer under the Agreement, the City shall receive: (a) within thirty (30) days following the date of such collateral assignment, a notice from the Developer that it has entered into a collateral assignment with a Secured Lender in connection with the Property, which shall specify the name, address and telephone number of the Secured Lender, as well as the title, date and parties to the collateral assignment agreement; and (b) not less than ten (10) days' notice of the Secured Lender's intent to exercise its right to become the assignee of the Developer under the Agreement, which notice shall include the effective date of the collateral assignment, and the title, date and parties to such collateral assignment agreement. The City is entitled to rely upon representations made in the notices described in this paragraph without further investigation or inquiry.

C. Provided that the Developer has provided the City with notice of a collateral assignment as described in this Section, the City agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to the Developer, and the Secured Lender shall have the same rights (but shall have no obligation) to cure, correct or remedy a default as are provided to the Developer.

Section 6.4. District Termination. The District shall terminate at the earlier of: (a) twenty-seven (27) years from the date the ordinance establishing the District is approved or (b) prior to the end of such term in accordance with the provisions of the CID Act and Petition, unless such termination date is extended by action of the Board of Aldermen.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for thirty (30) days after the other Party has given written notice to such Party specifying such failure; provided, however, if such failure cannot be reasonably cured within thirty

(30) days, the defaulting Party shall have a reasonable amount of time (not to exceed sixty (60) days) to complete such cure.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 7.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 7.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 8: MISCELLANEOUS

Section 8.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 8.2. Immunities. No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of loss or damage received or sustained, by any person, persons, property owners or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Improvements.

Section 8.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 8.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the Mayor or his or her designee without the necessity of any action by the Board of Aldermen. The Mayor may seek the input from the Board of Aldermen before granting any approval.

Section 8.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director of the District or his or her designee without the necessity of any action by the Board of Directors.

Section 8.10. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 8.11. Recordation of Memorandum of Agreement. The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records within 30 days of execution. Such Memorandum shall be recorded by the Developer, and proof of recording shall be provided to the City.

Section 8.12. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City: City of Smithville, Missouri
107 W. Main Street
Smithville, Missouri 64089
Attn: City Administrator

With a copy to: Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, Missouri 64108
Attn: Megan Miller
mmiller@gilmorebell.com

To the District: Fairview Crossing Community Improvement
District
c/o Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Curt Petersen
cpetersen@polsinelli.com

To the Developer: Kansas City Properties & Investments, LLC
13530 Mt. Olivet Road
Smithville, Missouri 64089
Attn: Shane Crees
shane@kcasinc.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley
Mayor

ATTEST:

Linda Drummond, City Clerk

APPROVED AS TO FORM:

Special Counsel

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____, 2024 before me appeared, Damien Boley, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

(SEAL)

My commission expires: _____

**FAIRVIEW CROSSING COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Executive Director

ATTEST:

Secretary

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this ____ day of _____, 2024, before me appeared _____,
who being by me duly sworn, did say that (s)he is the Executive Director of the **FAIRVIEW CROSSING
COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and
existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District
by authority of its Board of Directors and said individual acknowledged said instrument to be the free act
and deed of said District.

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

Notary Public

(SEAL)

My commission expires: _____

**KANSAS CITY PROPERTIES &
INVESTMENTS, LLC**

By: _____
C. Shane Crees
Managing Member

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this _____ day of _____, 2024, before me appeared C. Shane Crees, who being by me duly sworn, did say that he is the Managing Member of **KANSAS CITY PROPERTIES & INVESTMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS

The “**CID Improvements**” are those public improvements which are eligible to be funded in accordance with the CID Act and all Applicable Laws and Requirements in accordance with the limits of the following budget:

	<u>Cost*</u>
<u>Site Work / Infrastructure**</u>	<u>\$3,240,000</u>
Land Acquisition	
Construction of Fairview Drive	
Construction of 147 th Street	
Improvements to 169 Highway	
Stormwater Improvements	
Construction of public right of way	
Extensions of public utilities	

Subtotal:	\$3,240,000
10% Contingency:	\$324,000
District Formation Costs:	\$30,000
Annual Operating Costs (5 years)	<u>\$2,500 (per year)</u>
Grand Total:	\$3,606,500

*Excludes financing costs incurred to undertake such costs.

**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax.

EXHIBIT C

FORM OF COST CERTIFICATION

Date: _____

CERTIFICATION OF COSTS PURSUANT TO THE COOPERATIVE AGREEMENT
RELATING TO THE FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT

To: City of Smithville, Missouri (the “City”)

Kansas City Properties & Investments, LLC (the “Developer”) hereby requests reimbursement from District Sales Tax Revenues in accordance with this request and the Cooperative Agreement (the “Cooperative Agreement”) among the City, the District and the Fairview Crossing Community Improvement District (the “District”), and hereby states and certifies as follows:

1. Capitalized terms used but not defined in this Cost Certification have the meanings given in the Cooperative Agreement.
2. The following costs (the “Certified Costs”) have been paid by the Developer and are hereby submitted for reimbursement from District Sales Tax Revenues held by the City under the Cooperative Agreement:

<i>Cost Description</i>	<i>Contractor or Service Provider</i>	<i>Amount</i>

3. Each item included as a Certified Cost in this Cost Certification is a valid cost of implementing the CID Improvements authorized under CID Act and described in the Petition and the Cooperative Agreement or is a valid cost of formation of the District.
4. The Certified Costs included in this Cost Certification are reasonable costs that are payable under the Petition and reimbursable to the Developer under the Cooperative Agreement.
5. No item included in the above request has previously been paid or reimbursed from District Sales Tax Revenues and no part thereof has been included in any other Cost Certification previously filed by the Developer.
6. The Developer is not in material default of any provision of the Cooperative Agreement.

SIGNATURE PAGE TO COST CERTIFICATION

Certified by:

**KANSAS CITY PROPERTIES &
INVESTMENTS, LLC**

By: _____
Name:
Title:

Approved and Accepted:

**CITY OF SMITHVILLE,
MISSOURI**

By: _____
Name:
Title:



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1324, approving the purchase from Mid-America Pump for the replacement of a backwash pump at the water treatment plant.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1324, approving the purchase from Mid-America Pump for the replacement of a backwash pump at the water treatment plant in the amount of \$18,136.40.

SUMMARY:

After backwashing the filters at the water treatment plant, the backwash water is pumped into settling ponds. Water evaporates and the sediments settle in the lagoons for removal at a later date. The lagoons are cleaned/dredged out every several years. The Board recently (January 16th, 2024) awarded a bid to Richards Construction to complete the cleaning/dredging of the lagoons.

The pump is 8-years old and the motor is blown in this pump and not worth rebuilding. There are two backwash pumps, the other pump was replaced in 2022.

We received two quotes for the replacement of this pump:

Mid-America Pump	\$18,136.40
JCI	\$24,249.00

PREVIOUS ACTION:

none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The 2024 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: Quote / memo | |

RESOLUTION 1324

A RESOLUTION APPROVING THE PURCHASE FROM MID-AMERICA PUMP FOR THE REPLACEMENT OF A BACKWASH PUMP AT THE WATER TREATMENT PLANT IN THE AMOUNT OF \$18,136.40

WHEREAS, the City of Smithville operates a water treatment plant for the production of drinking water; and

WHEREAS, the backwash pump station pumps the backwash water up to the settling lagoons after the filters have been backwashed; and

WHEREAS, two quotes were received with Mid-America Pump providing a quote for the replacement of this pump in the amount of \$18,136.40.

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

THAT the Board approves the proposal from Mid-America Pump for the replacement of the backwash pump at the water treatment plant in an amount of \$18,136.40.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

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 a second Wilo pump for the backwash basin at the WTP to include removal of the existing pump and installation of the new WILO

Pump Information

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

Repair Description

Repair proposal to include;
 ea - FA15.52E with Motor T20.1-4/22KEx 460V - Same flow and head as the Flygt pump
 1ea - Flygt 6" guide rail adaptor
 1ea - Wilo leak/thermal relay
 Labor to remove existing pump
 Labor to install the new pump and perform start up
 Truck and MLS charges

Lead time on the pump is 6-8 weeks

Does not include FREIGHT or anything else not listed above

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

Monday, January 29, 2024

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

Phone: 816 532-0577
Attention: David Schuerger
 Subject: BW Basin Pump - Flygt 3153 Replacement
 Quotation #: SEQT-77580L_S
 Please refer to this number when ordering

Item	Description	Qty	Unit Price
1.00	Flygt Submersible Pump Model 3153.185-0643 <ul style="list-style-type: none"> • Impeller Style: N • Installation Type: P (Guide Rail Mounted) • Impeller Code: 433 • 6" Discharge • 20 HP • 460V • 3 PH • 50' Cable • Includes Leak Detection Sensor 	1	\$24,249.00

Liz Snedden
 Liz Snedden
 Application Engineer
 JCI Industries, Inc.

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

Terms & Conditions	
Lead Time 14 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepay and Add
Due to current market conditions, please confirm pricing at point of order	



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1325, Awarding Bid No. 24-01 Water Treatment Plant Improvements

REQUESTED BOARD ACTION:

A motion to approve Resolution 1325, awarding Bid No. 24-01 Water Treatment Plant Improvements David E. Ross Construction Company in the amount of \$1,363,800 and approving a force account of \$100,000 for a total project cost of \$1,463,800.

SUMMARY:

The Water Treatment plant was constructed at the Helvey Drive location in 1968, with a plant capacity of 0.5 MGD. The plant was expanded in 1993 adding three filters and increasing the capacity to what we have today of 2.5 MGD.

The work on the base bid includes:

1. Replacement of existing pneumatic valve actuators with electric valve actuators within the filter pipe gallery.
2. Replacement of influent mud valves for Filters No. 1 and No. 4.
3. Removal and replacement of existing filter media within Filter No. 1 through 5.
4. Replacement of Filter No. 3 underdrain.
5. Demolition of the bubbler system and installation of new level switch at the Transfer Pump Wet Well.
6. Replacement of turbidimeter taps within the Filter Gallery.
7. Replacement of the existing Lime and Powder Activated Carbon (PAC) chemical feed equipment and dust collection systems.
8. Relocation of select pipe supports and replace of select U-Bolts associated with the Submerged Launder Pipe for Secondary Clarifier No. 2.
9. Replacement of doors at the PAC and Chlorine dioxide rooms.
10. Associated Demolition, Structural, Architectural, and Electrical.

The work on the alternate bids includes:

1. Alternative 1: Replacement of Filter No. 1 and 2 valves within filter pipe gallery.
2. Alternative 2: Replacement of Filter No. 3, 4, and 5 valves within filter pipe gallery.
3. Alternative 3: Preparation and re-coating of all exposed process piping, valves, fittings, and nuts and bolts in filter pipe gallery and transfer pump rooms.

Three Bids were received from qualified contractors (bid tab attached) with the low bid received from David E. Ross Construction Co. in an amount of \$1,363,800 for the base bid and all alternates. Staff and engineering firm HDR both recommend awarding the base bid plus all the alternates (see attached Engineers recommendation). Ross Construction has done work before with the City and completed projects on time and staff is very pleased with the work this firm completes.

This is a rehabilitation and improvement project, undoubtedly the contractor will run into unforeseen issues or problems that will have to be addressed and staff is recommending a Force Account of \$100,000 to address those issues. This would bring the total project amount to \$1,463,800.

The 2024 Budget contained \$900,000 for this project. Additional funds in the amount of \$563,800 are needed to fund this project.

Already bid projects that have come in under budget include:

Project	Budget	Bid	Savings
Bar Screen	\$325,000	\$158,000	\$167,000
Residuals Removal	\$400,000	\$238,000	\$162,000
Not Purchasing sewer jetter	\$200,000	N/A	\$200,000
Total Savings			\$529,000

Staff has also proposed the following projects be postponed until 2025 providing an additional expenditure authority:

Interconnect Mains at 144 th /169 Highway (\$2, Construction)	\$55,000
Highway 92 & Commercial Waterline (Engineering)	\$125,000
Smith's Fork Park Waterline (Construction)	\$170,000
Total	\$350,000

The total savings from projects already bid and the total of proposed postponed projects is \$879,000, this provides sufficient funds for the Water Treatment Plant Improvements.

PREVIOUS ACTION:

None

POLICY ISSUE:

Maintaining infrastructure / providing safe drinking water

FINANCIAL CONSIDERATIONS:

This project was included in the 2024 Budget in an amount of \$900,000. Project savings and other projects postponed will provide the additional funds needed for this project. All funding is from the Combined Water and Wastewater System Fund.

ATTACHMENTS:

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

RESOLUTION 1325

A RESOLUTION AWARDING RFP 24-01 WATER TREATMENT PLANT IMPROVEMENTS TO DAVID E. ROSS CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,363,800 AND APPROVING A FORCE ACCOUNT OF \$100,000 FOR A TOTAL PROJECT COST OF \$1,463,800

WHEREAS, the City maintains a water treatment plant for the production of potable drinking water; and

WHEREAS, the plant was expanded in 1993 adding 3 filters increasing the capacity to 2.5 MGD; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from David E. Ross Construction Co. is the most responsive and best bid received and the most advantageous to the City for a total amount of \$1,363,800 including all alternatives and approve a force account of in the amount of \$100,000 for a total project cost of \$1,463,800.

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

THAT Bid No. 24-07, Water Treatment Plant Improvements is hereby awarded to David E. Ross Construction Company in the amount of \$1,363,800 and approving a Force Account of \$100,000 for a total project cost of \$1,463,800.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



February 27, 2024

Charles Soules, Public Works Director
City of Smithville
107 W. Main Street
Smithville, MO 64089

**RE: RFP #24-01 Water Treatment Plant Improvements
HDR #10370103**

Dear Mr. Soules,

HDR reviewed three (3) bid packets from the February 20, 2024 bid opening for the referenced project. Upon preparation and review of the Tabulation of Bids, HDR has confirmed that the low bidder for the above referenced project was David E. Ross Construction Co. The Base Bid was \$1,074,800.00 and the total Base Bid with Add Alt No. 1, 2, and 3 was \$1,363,800.00. A copy of the Tabulation of Bids is attached.

The Engineer's Opinion of Probable Construct Cost for the base bid was \$1,045,979.00 which is within 3% of the lowest bid. Considering the market volatility that has been seen over the past four years, this is a good result.

HDR has worked closely with the City during the design phase to develop the Base Bid and Add Alternates and recommends that the City proceeds forward with the Base Bid project with Add Alternate No. 1, 2, and 3 due to age and conditions within the filter pipe gallery. Add Alternates No. 1, 2, and 3 include the following:

- 1) Alternative 1: Replacement of Filter No. 1 and 2 valves within the filter pipe gallery.
- 2) Alternative 2: Replacement of Filter No. 3, 4, and 5 valves within filter pipe gallery.
- 3) Alternative 3: Preparation and re-coating of all exposed process piping, valves, fittings, and nuts and bolts in the filter pipe gallery and transfer pump rooms.

Inclusion of Add Alt No. 1, 2, and 3 will rehabilitate critical components within the filter gallery that are essential for providing the City of Smithville with clean and reliable drinking water. Photographs of the current condition within the gallery are attached to this document.

We reached out to David E. Ross Construction Co. to confirm everything is in order to work on this project. David E. Ross Construction Co. also confirmed that they were comfortable with their bid amount and contract period (construction period will be dependent upon equipment procurement). David E. Ross Construction Co. has an extensive history with water treatment plant construction and would be able to start the project as soon as possible if awarded.

HDR has received a list of recent projects and references from David E. Ross Construction Co. HDR has worked with David E. Ross Construction Co. on many projects over the years, including the Smithville Wastewater Treatment Plant (WWTP) Expansion in 2007 and the WWTP Digester Improvement Project in 2023. Both projects were successfully completed to the Owner's satisfaction.

HDR recommends awarding RFP #24-01 Water Treatment Plant Improvements to David E. Ross Construction Co., in the amount of \$1,363,800.00. If the City of Smithville concurs, please return a signed copy of the attached Notice of Award. HDR will forward it along with the required Contract Documents to David E. Ross Construction Co.

Please let me know if there are any questions or if you would like to discuss any of these comments. I can be reached at (816) 347-1176 or Derek.Patrick@HDRinc.com.

Sincerely,
HDR Engineering Inc.



Derek A. Patrick, P.E.
Project Manager

Cc: Bob Lemley – *Utilities Superintendent*
Jennifer Gardner – *WTP Chief Operator*
David Schuerger – *Utilities Crew Leader*

Attachments: Water Treatment Plant Improvements – Bid Tabulation
Smithville WTP Filter Gallery Photos
Notice of Award



Smithville WTP Filter gallery Photographs



NOTICE OF AWARD

Date of Issuance: **February 27, 2024**
Owner: **City of Smithville, Missouri** Owner's Project No.: **RFP #24-01**
Engineer: **HDR Engineering, Inc.** Engineer's Project No.: **10370103**
Project: **Water Treatment Plant Improvements**
Contract Name: **Authorization 99**
Bidder: **David E. Ross Construction Co.**
Bidder's Address: **10201 E. 75th Street, Raytown, MO 64138**

You are notified that Owner has accepted your Bid dated February 20, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Treatment Plant Improvements

The Contract Price of the awarded Contract is \$1,363,800.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Four counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Affidavit of Work Authorization and Documentation (E-Verify)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Smithville, MO**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1326, Awarding Bid No. 24-07, First and Bridge Street Waterline Improvements

REQUESTED BOARD ACTION:

A motion to approve Resolution 1326, awarding Bid No. 24-07, First and Bridge Street Waterline Improvements to Engemann Drainage Company in the amount of \$116,713.60.

SUMMARY:

Bids for Streetscape Phase III were opened October 3, 2023. The bids exceeded the budget and the project was not awarded. Staff has worked with the Mid-America Regional Council to secure additional funding for the project which is currently being re-reviewed by MODOT for letting.

Included in the Streetscape project was the replacement of the waterline under Bridge Street from the Little Platte River Bridge to First Street. This waterline replacement was included in the bid package for Streetscape Phase III but was not eligible for Federal funding (the City has to pay for all costs for the waterline replacement).

Replacing the waterline in advance of the Streetscape Phase III project will expedite construction of the Streetscape project and will cost less as this is a small part of the overall Streetscape project and would be completed by a subcontractor hired by the General contractor for the Streetscape project.

Five bids were opened on February 27, 2023.

Engemann Construction Company has provided the most responsive Bid in the amount of \$116,713.60.

Contractor	Bid
Menke Excavating	\$127,515
Blue Moon Hauling	\$119,834
Engemann Drainage Co Inc	\$116,713.60

Legacy Underground	\$187,261
Abay Construction	\$187,165

This project was not budgeted in the 2024 budget. Funds are available in the Combined Water and Wastewater fund for this project and is included in the Budget Amendment.

PREVIOUS ACTION:

None

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

This project was not included in the 2024 Budget and is included in the Budget amendment.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: bid tab
- Contract
- Plans
- Minutes

RESOLUTION 1326

A RESOLUTION AWARDING BID NO. 24-07 FIRST AND BRIDGE STREET WATERLINE IMPROVEMENTS TO ENGEMANN DRAINAGE COMPANY IN THE AMOUNT OF \$116,713.60

WHEREAS, the City maintains a water distribution system delivering potable water to the residents of Smithville; and

WHEREAS, the City will be completing improvements on Bridge Street from Church Street to First Street (Streetscape Phase III); and

WHEREAS, the waterline needs to be replaced prior to the Streetscape Phase III improvements; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Engemann Drainage Company is the most responsive and best bid received and the most advantageous to the City in the amount of \$116,713.60.

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

THAT Bid No. 24-07, First and Bridge Street Waterline Improvements is hereby awarded to Engemann Construction Company in the amount of \$116,713.60.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1327, Reappointing City Attorney

REQUESTED BOARD ACTION:

A motion to approve Resolution 1327, authorizing the reappointment of John Reddoch as City Attorney and Scott Sullivan as Assistant City Attorney at a new hourly rate of \$200 per hour.

SUMMARY:

In June, 2011, the Board of Aldermen appointed John Reddoch, with the firm of Kuhlman, Reddoch and Sullivan P.C. as City Attorney. Scott Sullivan was appointed Assistant City Attorney. At that time, a rate of \$150 per hour was established.

Although considered employees, the City provides no other compensation or support for these positions and the rate of compensation has not changed from the \$150 per hour originally established.

The costs of maintaining a law office have increased and in the last few months, Mr. Reddoch approached the City Administrator and Mayor regarding increasing the hourly rate for the positions of City Attorney and Assistant City Attorney and expanding the contract to allow for partners in the firm to work on assignments as appropriate at a contract rate of \$100 per hour, thus expediting some work and continuing to provide legal support in a more economical manner.

PREVIOUS ACTION:

Initial appointment was approved by the Board on June 21, 2011

POLICY ISSUE:

General Management

FINANCIAL CONSIDERATIONS:

None.

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: Firm Resumes | |

RESOLUTION 1327

RESOLUTION OF THE CITY OF SMITHVILLE MISSOURI AUTHORIZING THE REAPPOINTMENT OF JOHN REDDOCH AS CITY ATTORNEY AND SCOTT SULLIVAN AS ASSISTANT CITY ATTORNEY AT A NEW HOURLY RATE

I. RECITALS AND FINDINGS

Whereas, the Board of Aldermen has previously approved the appointment of John Reddoch and Scott Sullivan as City Attorneys in 2011 at an hourly rate of \$150. Their rate of pay has not changed since 2011.

Whereas, the Mayor pursuant to (§79.230. R.S. Mo Appointive officers and §105.070(B) of the City Ordinances) reappoints to the position of City Attorney John Reddoch, and Scott Sullivan as assistant City Attorney on a part-time basis pursuant to the terms of the contract attached hereto as Exhibit 1.

II. RESOLUTION

Be it resolved by the City of Smithville that John Reddoch is reappointed as City Attorney, and Scott Sullivan as assistant City Attorney (both on a part time basis) at the new rate of \$200 per hour pursuant to the terms of the contract attached hereto as Exhibit 1. The Mayor is hereby given authority to execute the agreement on behalf of the City. That unless otherwise required by Law, said part-time employees, shall not be eligible for the employment benefits made available by the City to its employees.

III. EXECUTION/ADOPTION

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

RESOLUTION EXHIBIT 1

CITY OF SMITHVILLE, MISSOURI EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ATTORNEY AND ASSISTANT CITY ATTORNEY

This Agreement is made and entered into this 5th day of March 2024, between the City of Smithville, Missouri (hereinafter called "CITY" or "EMPLOYER"), and John B. Reddoch and Scott Sullivan (hereinafter called EMPLOYEES), pursuant to these terms and conditions:

Whereas pursuant to the authority of §105.070 of the City Ordinances, the Mayor wishes to nominate, and the City wishes to accept the nominations to continue the employment of John B. Reddoch as the City Attorney and Scott Sullivan as the Assistant City Attorney.

Whereas on June 21, 2011 pursuant to §79.230. R.S. MO and City Ordinance §105.070 Appointive officers, John B. Reddoch was appointed as the City Attorney and Scott Sullivan was appointed as the Assistant City Attorney. They have worked for the City since that time at the rate of \$150 per hour. Although considered employees, the City provides no other compensation or support for these positions and their rate of compensation has not changed.

Whereas the cost of maintaining a law office has risen considerably since 2011. Accordingly, the Mayor has suggested, and nominated, and the City concurs, that John B. Reddoch as the City Attorney and Scott Sullivan as the Assistant City Attorney be reappointed at a new hourly rate of \$200 per hour effective April 1, 2024.

Whereas the City Attorney and Assistant City Attorney need to be and have been treated as City Employees. The Missouri Attorney General has determined that "*For the purposes of §§ 105.300, et seq., RS Mo Supp. 1979, providing for social security tax reporting, . . . The city attorney of a fourth-class city under § 79.230, RS Mo 1978, is an employee of a fourth-class city.*" Missouri Attorney General Opinion No. 3 April 3, 1980. This opinion has never been withdrawn or criticized by Missouri Courts. However, special Counsel need not be an employee for specific projects.

Whereas the City Attorney and the City Administrator and Mayor have become aware over the years that there are times when the City Attorney and Assistant Attorney need additional help and aid in the preparation and/or management of various city Projects.

Whereas John Reddoch and Scott Sullivan are partners in the law firm of Kuhlman, Reddoch and Sullivan P.C. As employees of the City, they do not have the option of using the staff of their firm. Accordingly, with the written permission of the City Administrator or Mayor (which may be by email) in addition to acting as City Employees, John Reddoch and/or Scott Sullivan are empowered to use staff members of Kuhlman, Reddoch and

Sullivan P.C. on specific projects at a rate not to exceed \$100 per hour. For those projects, the firm will bill the City for its time pursuant to this contract as contract labor.

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

EMPLOYEES

By: _____
John B. Reddoch

By: _____
Scott J. Sullivan

KUHLMAN, REDDOCH & SULLIVAN P.C.

Attorneys at Law

1201 W. College Street Liberty, Missouri 64068

Phone: 816-781-3700

Fax: 816-781-9048

Website: KRSR.net

P. Wayne Kuhlman (1940-2010)

GOVERNMENT SERVICES, QUALIFICATIONS & EXPERIENCE

John Reddoch and Scott Sullivan have represented Missouri Government entities for over twenty-five years. Currently John Reddoch & Scott Sullivan serve as City Attorneys for several Missouri Cities including: Weatherby Lake Missouri (2005 - present); Smithville Missouri (2011-Present); Lake Waukomis Missouri (2015 – Present) and Northmoor Missouri (2015 – present). We also serve as general counsel for the Village of Oaks (2015 to present) and the Village of Oakwood (2023 to present). We also serve as General Counsel for Clay County Water District #9 (2006 to present), and the Ray-Lafayette County Levee District (2023 to present).

Individual Information

JOHN B. REDDOCH:

johnr@krsr.net

Born Kansas City, Missouri.

Graduated Oak Park High School.

Preparatory Education: University of Missouri, Kansas City (B.A., with Distinction).

Legal Education: Washington University in St. Louis (J.D.).

Other Government Clients: In addition to the previously mentioned Government Employment/Representation John Reddoch has served as: Special Counsel for the City of Pleasant Valley Missouri; Special Counsel for Ray County Memorial Hospital; Special Counsel for Saline County Missouri and as a Consultant for the City of Richmond Missouri and as an Assistant Clay County Counselor working primarily with Contracting and Purchasing and Land Use Planning and Development and as assistant counsel for Northwestern Missouri State University.

Licensed: In all Missouri State Courts, the United States Supreme Court; U.S. Court of Appeals, for the Eighth Circuit; and the Western District of Missouri.

Member: The Missouri Municipal Attorney's Association; Missouri Organization of Defense Lawyers; the Missouri Bar Association; and The Clay County Bar Association (Past Chairman, Clay County Bench Bar Committee).

SCOTT J. SULLIVAN

scott@krsr.net

Born St. Louis, Missouri.

License: Admitted to practice in Missouri since 1989, and Kansas since 1990.

Courts: Admitted to practice before all state courts of Missouri, U.S. Court of Appeals, for the Eighth Circuit, Western District of Missouri, and District of Kansas.

Preparatory Education: William Jewell College (B.S. Magna Cum Laude, 1986).

Legal Education: University of Missouri, Kansas City (J.D. 1989).

In addition to the previously mentioned Government Employment/Representation Scott Sullivan is and has served as: General Counsel for Northwest Missouri State University; City Prosecutor for Weatherby Lake Missouri; Lake Waukomis, and Northmoor. Special Counsel for Ray County Memorial Hospital; Special Counsel for Liberty Hospital; Special Counsel for Saline County Missouri; and as an Assistant Clay County Counselor working primarily with Contracting and Purchasing and Law Enforcement.

Member: Clay County Bar Association, Missouri Bar Association, Missouri Organization of Defense Lawyers; and president of the Missouri Municipal and Associate Circuit Prosecutors Association.

SAMPLE SERVICES

Board Support –When requested, subject to availability we attend Board meetings for our government clients.

Contract Development and Review –We have drafted and reviewed hundreds of contracts (RFPs) & (RFQs) for our government and business clients regarding issues relating to the purchase of goods, provision of services, land acquisition and sale, leases, business acquisition and sales and many other matters. We have drafted and helped negotiate many cooperative agreements between government entities. We have worked closely with several government purchasing departments regarding developing and improving purchasing policies and answering frequent questions regarding statutory and other requirements for governmental purchasing. We have significant experience regarding issues relating to government and private contracting.

Real Estate Acquisition and Sale –We have actively participated in matters regarding the purchase, sale, and lease of government property. We have drafted and/or reviewed lengthy and complicated leases and sale agreements including agreements with private individuals and other governmental entities. We have experience in condemnation actions should that be deemed necessary.

Litigation Support – We have many years of experience in civil litigation in Missouri’s State and Federal Courts. On behalf of our government and private clients, we have defended and brought claims on issues involving statutory construction, contract claims; the contracting process; sunshine law issues; employment law, statutory issues; condemnation, personal injury claims and many more.

Sunshine Law. We have an extensive understanding of the Sunshine Law and its requirements. We have worked with the government entities to develop policies, procedures, and forms to assist in compliance with Missouri’s Sunshine law and regularly make sunshine law presentations to Government Clients and others.

General operations of the Governing Body. We have provided advice and counsel to County Commissions, City Councils and Government Boards. We have reviewed and drafted hundreds of ordinances and resolutions. We regularly attend meetings and provide legal opinions upon the request of the Government Entities on a wide variety of legal issues. We have attended and assisted at Board of Aldermen and Trustee meetings.

Personnel/Human Resources. For our Government Clients we have participated actively in disciplinary and termination investigations and proceedings, worker's compensation issues, benefits issues, and other related topics.

Planning and Zoning. We have significant experience in planning and zoning and land use issues. We have represented Planning and Zoning Commissions as well as private developers regarding such issues and litigated zoning issues. John Reddoch has represented the Cities in all types of Planning Commission and Board of Adjustment matters. Additionally, John Reddoch has represented many applicants, landowners and developers in the planning and zoning process.



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1328, approving bid from Fleshman Construction for improvements to the water distribution system in the amount of \$26,322.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1328, approving a bid from Fleshman Construction for improvements to the water distribution system in the amount of \$26,322.

SUMMARY: Fleshman Construction is installing the water for the Fairview North development. The development is responsible for the costs for installing the water line for the Fairview North Addition.

The City's water main parallels Highway 169 on the west side. The water main was relocated years ago by the state when the highway was widened.

Unfortunately, the relocation was not done very well. The water main is 12-16 feet deep and has several fittings bent in different directions and used a pipe class C909 PVCO. The City uses a different pipe class C900. The main differences between the two pipe classes are that the C909 pipe is thinner walled and weighs less however bends more (which may account for the unseated joints and need for so many fittings) and uses different / specific tapping saddles and fittings that we do not stock.

Staff would recommend that while there is a contractor on site, we contract with Fleshman to reconstruct the City's existing main to correct existing concerns. The work would include bringing the main up to a more reasonable depth for future accessibility and straightening the main using fewer fittings.

This project would improve the City's distribution system by making the main accessible for future maintenance, removes several unnecessary fittings, installs a new line under a new street with the correct pipe material.

PREVIOUS ACTION:

none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The 2024 CWWS maintenance budget has sufficient funds for this expense.

ATTACHMENTS:

- Ordinance
- Resolution
- Staff Report
- Other: Quote

- Contract
- Plans
- Minutes

RESOLUTION 1328

**A RESOLUTION APPROVING A BID FROM FLESHMAN CONSTRUCTION
FOR IMPROVEMENTS TO THE WATER DISTRIBUTION SYSTEM
IN THE AMOUNT OF \$26,322**

WHEREAS, the City of Smithville maintains a water distribution system delivering potable water to its customers; and

WHEREAS, improvements to the water distribution system along Highway 169 at 147th Street are needed for accessibility and future maintenance; and

WHEREAS, Fleshman Construction is qualified to complete the improvements and are on site doing similar work; and

WHEREAS, Fleshman Construction has provided a bid of \$26,322 to complete the improvements.

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

THAT the Board approves the bid from Fleshman Construction to complete the improvements to the water distribution system in the amount of \$26,322.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Development

AGENDA ITEM: Resolution 1329, Site Plan Approval – 14890 North Industrial Drive

REQUESTED BOARD ACTION:

A motion to approve Resolution 1329, authorizing site plan approval for construction of a transfer station facility at 14890 North Industrial Drive in accordance with the approved Conditional Use Permit.

SUMMARY:

The applicant submitted a site plan application for construction of a new Transfer Station at 14890 North Industrial Drive, in accordance with the previously approved Conditional Use Permit at that location.

The applicant has an approved preliminary stormwater plan. If approved, the final stormwater plan will finalize the construction details, and verify all elevations prior to completion as is our standard. The proposal meets the applicable building design and coloration requirements, includes a significant stormwater detention basin, a substantial landscape plan focused on the street facing lot and is in full compliance.

After review at the February 12, 2024, Planning Commission meeting, the Commission recommended approval of the site plan as described in the staff report.

PREVIOUS ACTION:

Conditional Use Permit approved by Ordinance 3198-23 on August 28, 2023.

POLICY ISSUE:

Complies with Codes

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Planning Commission meeting may be viewed online. | |

RESOLUTION 1329

**A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR
CONSTRUCTION OF A TRANSFER STATION FACILITY AT 14890 NORTH
INDUSTRIAL DRIVE IN ACCORDANCE WITH THE APPROVED
CONDITIONAL USE PERMIT**

WHEREAS, the applicant submitted plans for construction of a new building to be located at 14890 North Industrial Drive; and

WHEREAS, the Planning Commission reviewed the submittal concerning the layout, building materials and colors at its February 12, 2024; and

WHEREAS, the Planning Commission recommends approval of the site plan at 14890 North Industrial Drive as described in the Staff Report.

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

**THAT THE SITE PLAN APPLICATION FOR A NEW TRANSFER STATION
AT 14890 NORTH INDUSTRIAL DRIVE BE APPROVED WITH THE
CONDITION IDENTIFIED IN THE STAFF REPORT.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT
February 9, 2024
Site Plan Review of a portion of Parcel Id # 05-816-00-05-005.00

Application for a Site Plan Approval

Code Sections:
400.390 – 400.440 Site Plan Approval

Property Information:

Address: 14890 N. Industrial Dr.
Owner: Bill Mann/David Finke
Current Zoning: I-1

Application Date: December 18, 2023

GENERAL DESCRIPTION:

Applicant seeks approval for a 6,400 ft² building on a future lot 19 in the industrial park. All aspects of the lot's site development meet the standards required by the zoning code. A communication confusion has delayed the building elevation sheets, including the materials and color scheme. Those, once submitted, will be subject to a supplemental staff report. *****Given the added carrying costs to the applicant, staff has agreed to this out of the ordinary timing.

Section 400.410 Standard of Review

1. The extent to which the proposal conforms to these regulations.
2. The extent to which the development would be compatible with the surrounding area.
3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as

well as water system, sewer system, stormwater protection and street improvements.

4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.
5. The extent to which the proposal conforms to the adopted engineering standards of the City.
6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.
7. The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:
 - a. Preserve existing off-site views and create desirable on-site views;
 - b. Conserve natural resources and amenities available on the site;
 - c. Minimize any adverse flood impact;
 - d. Ensure that proposed structures are located on suitable soils;
 - e. Minimize any adverse environmental impact; and
 - f. Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Site Plan conditioned upon meeting the requirements of Staff's supplemental Staff report dated February 13, 2024.

Respectfully Submitted,

Director of Development



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1330, Approve Change Order No. 4 with Menke Excavating for 4th Street.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1330, approving Change Order No. 4 with Menke Excavating for Fourth Street in the amount of \$16,760.

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.

On August 28, the Board approved Change Order No. 3 in the amount of \$89,936.67 for the relocation of mailboxes along Spelman Drive and 4th Street Terrace, addition of Sidewalk, underground stormwater infrastructure, and a paved area for residents and the post office to access the new mailboxes.

Menke Excavating completed the construction of the concrete road, curb, and driveway repairs at Fourth Street; however, due to the addition of a new subgrade, concrete base, and the addition of curb, the new street now sits higher than before. This creates a backslope from the back of the curb toward one of the residents' properties at 4th Street Terrace. Potential issues include water runoff toward their property, which could lead to further complications, and the difficulty of mowing.

The solution is the installation of a retaining wall (approximately 90 ft long) next to the back of the curb to prevent such a steep slope and to divert water away from their property.

Menke Excavating has provided a change order price of \$16,760 to complete the work.

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.

August 28, 2023 Board approved Res 1260 approving Change Order No. 3

POLICY ISSUE:

Infrastructure maintenance

FINANCIAL CONSIDERATIONS:

There are funds allocated for 4th Street and 4th Terrace project available in the Parks & Stormwater Sales Tax Fund in the FY24 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 1330

**APPROVING CHANGE ORDER NO. 4 WITH MENKE EXCAVATING FOR
FOURTH STREET IN THE AMOUNT OF \$16,760**

WHEREAS, Menke Excavating was awarded the bid to complete improvements on Fourth Street; and

WHEREAS, concerns have been raised regarding height of the new street, creating runoff concerns and difficulty for mowing; and

WHEREAS, the planned improvements include the construction of a retaining wall that will prevent water runoff, make mowing easier for the resident, and provide additional structural support for the new street; and

WHEREAS, Menke Excavating has provided Change Order No. 4 for the construction of a retaining wall approximately 90 ft long. The total cost associated with these modifications is \$16,760.

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

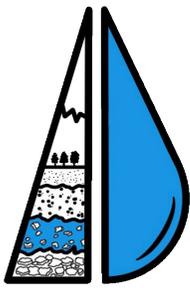
THAT the Board approves Change Order No. 4 with Menke Excavating to for the construction of a retaining wall at Fourth Street.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5th day of March, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



MENKE
Excavating ^{LLC}
 "Moving Earth & Water with Precision"

Bid

Date	Bid #
2/27/2024	77

Company / Individual Address
City of Smithville 107 West Main Street Smithville, MO 64089

Project Location
Rock Wall for 4th Street

Description	Qty	Amount	Total
14" Ledge Rock and Backfill with, 3/4-1" includes labor and material	1	16,760.00	16,760.00
		Total	\$16,760.00

All Bids Expire in 30 days. Bonds, permits, development fees, tap fees, meter fees and inspection fees are not included in proposal unless specifically stated. All the following items are not included in bid unless specifically stated and will be charged at time and material including but not limited to utility relocating, dewatering, mucking, undercutting, watering soils, granular fills, piers, shoring, bracing, pumping, sawing, rock excavation and trenching. Hourly rates would be charged to perform diskling soil. Other additional costs not included in bid which would be billed seperatly include but are not limited to survey and staking and erosion control. Testing including but not limited to compaction testing and concrete testing will be performed by other parties and are not included in this bid. Job is bid non-prevailing wage and taxable unless specifically stated otherwise in the bid.

By Signing the "Bid" you are agreeing to the creation of a Service contract to perform services as described between Menke Excavating, LLC and the "Company / Individual".

Authorized Approver _____

Date



Board of Aldermen Request for Action

MEETING DATE: 3/5/2024

DEPARTMENT: Administration

AGENDA ITEM: Adjournment to Executive Session Pursuant to Section 610.021(3) RSMo.

REQUESTED BOARD ACTION:

A motion to close the regular session for the purpose of discussing personnel matters pursuant to Section 610.021(3) RSMo.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

The Board of Alderman will vote to close the Board of Aldermen Regular Session Pursuant Section 610.021(3) RSMo.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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