



**City of Smithville, Missouri**  
**Board of Aldermen – Regular Session Agenda**  
**7:00 p.m. Tuesday, January 16, 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](mailto:ldrummond@smithvillemo.org) prior to the meeting to be sent the meeting Zoom link.

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda

Join Zoom Meeting

<https://us02web.zoom.us/j/87428494192>

Meeting ID: 874 2849 4192

Passcode: **251797**

- **Minutes**
  - December 19, 2023, Board of Aldermen Regular Session Minutes
- **Resolution 1298, Crime Stoppers TIPS Hotline**

A Resolution authorizing and directing the Mayor to execute a contract with the Kansas City Metropolitan Crime Commission to provide services to the City through participation in the TIPS Hotline Program.
- **Resolution 1299, Award Bid No. 23-11 – WTP Residuals Project**

A Resolution awarding Bid No. 23-11, Water Treatment Plant Residuals Cleanout to Richardson Construction Company in the amount of \$188,000.
- **Resolution 1300, Award Bid No. 24-05 – Sanitary Sewer Rehabilitation**

A Resolution awarding Bid No. 24-05, Sanitary Sewer Rehabilitation to SAK Construction, LLC in the amount of \$ \$158,834.
- **Resolution 1301, MOU with Clinton County Sheriff's Department**

A Resolution authorizing and directing the Mayor to enter into the Memorandum of Understanding with the Clinton County Sheriff's Department for housing of prisoners as needed.
- **Resolution 1302, Acknowledgement of Emergency Purchase**

A Resolution acknowledging the emergency purchase of a pump and motor for the North Booster Pump Station in the amount of \$17,797.68.
- **Resolution 1303, Leak Adjustment**

A Resolution approving water and wastewater adjustment in the amount of \$460.70 to utility billing customer Dirk Talley.

- **Resolution 1304, Engineering for Stonebridge**  
A Resolution authorizing and directing the Mayor to execute an agreement with George Butler Associates (GBA) Engineering, Inc. for engineering services for Stonebridge Lane stormwater improvements.

## REPORTS FROM OFFICERS AND STANDING COMMITTEES

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### 4. City Administrator's Report

## ORDINANCES & RESOLUTIONS

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5. **Bill No. 3020-23, Annexation 14422 Mount Olivet Road – 2<sup>nd</sup> Reading**  
An Ordinance annexing certain adjacent territory into the City of Smithville, Missouri. 2<sup>nd</sup> reading by title only.
6. **Bill No. 3022-24, Rezoning 19950 North F Highway - Queen's Corner – 2<sup>nd</sup> Reading**  
An Ordinance changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri. 2<sup>nd</sup> reading by title only.
7. **Bill No. 3023-24, Rezoning 18212 North Main Street – 2<sup>nd</sup> Reading**  
An Ordinance changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri. 2<sup>nd</sup> reading by title only.
8. **Resolution 1305, Final Plat – Queen's Corner Subdivision**  
A Resolution approving a final plat for Queen's Corner subdivision at 19950 North F Highway.
9. **Resolution 1306, Amendment to the Mowing Services Contract**  
A Resolution amending Bid No. 22-12 with Warrior Land and Landscape, formally Eagle Turf & Landscape LLC, for City mowing services.
10. **Resolution 1307, "Go To Market" Authorization for COP**  
A Resolution authorizing the offering for sale of Certificates of Participation for the benefit of the City of Smithville, Missouri.

## OTHER MATTERS BEFORE THE BOARD

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11. **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.**
12. **Appointment**  
The Mayor will make an appointment for the Parks and Recreation Committee and the Board will vote.
  - Ben McClanahan
13. **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.
14. **Adjournment to Executive Session Pursuant Section 610.021(1&2) RSMo.**





## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Administration/Police/Utilities

**AGENDA ITEM:** Consent Agenda

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### **REQUESTED BOARD ACTION:**

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

- **Minutes**
  - December 19 2023 Board of Aldermen Regular Session Minutes
- **Resolution 1298, Crime Stoppers TIPS Hotline**

A Resolution authorizing and directing the Mayor to execute a contract with the Kansas City Metropolitan Crime Commission to provide services to the City through participation in the TIPS Hotline Program.
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A Resolution awarding Bid No. 23-11, Water Treatment Plant Residuals Cleanout to Richardson Construction Company in the amount of \$188,000.
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- **Resolution 1303, Leak Adjustment**

A Resolution approving water and wastewater adjustment in the amount of \$460.70 to utility billing customer Dirk Talley.
- **Resolution 1304, Engineering for Stonebridge**

A Resolution authorizing and directing the Mayor to execute an agreement with George Butler Associates (GBA) Engineering, Inc. for engineering services for Stonebridge Lane stormwater improvements.

### **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  
REGULAR SESSION**

December 19, 2023 7:00 p.m.  
City Hall Council Chambers and Via Videoconference

**1. Call to Order**

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

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

**2. Pledge of Allegiance lead by Mayor Boley**

**3. Consent Agenda**

- **Minutes**

- December 5, 2023 Board of Aldermen Work Session Minutes
- December 5, 2023, Board of Aldermen Regular Session Minutes

- **Resolution 1295, City Surplus**

A Resolution declaring certain property as surplus.

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

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the consent agenda approved.

**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

**4. Committee Reports**

Mayor Boley reported on the December 12 Planning and Zoning Commission meeting. They discussed and approved the rezoning of Queen’s Corner and North Main Street. Both items are on the agenda this evening.

**5. City Administrator’s Report**

Cynthia Wagner highlighted information that was in the packet. We had City staff holiday luncheon last Thursday. We recognized employees for their milestone years of service with the City. This year the communications team put together an opportunity for employees to nominate co-workers for Employee Spotlight. This is for both individuals and teams. Last month we took all of the nominations and employees voted for both Individual of the Year and Team of the Year. The individual of the year's name will be submitted for the Employee of the Year for the community recognitions awards program that will occur on February 29 during the Community Awards Banquet held by the Chamber of Commerce and the Legacy Fund. The employee of the year selected by her peers is Jeanette Chastain

who is with the Police Department. Cynthia noted that we are extremely excited to be able to recognize her in this way and nominate her for Employee of the Year citywide.

Chuck Soules, Public Works Director, gave an update on the 4<sup>th</sup> Street and 4<sup>th</sup> Terrace construction project. First he expressed the City's sincere appreciation for the patience of the residents. He noted that we have replaced the water line, the sewer lines, their sewer services and put in storm sewer. When we started on the subgrade, we had a rain delay. Chuck explained that we want to make sure 4<sup>th</sup> Street and 4<sup>th</sup> Terrace street are done right. The City has invested a lot in this project and the residents have been inconvenienced for quite some time. The residents have had to endure walking to their homes for the last month.

Chuck noted that on 4<sup>th</sup> Terrace the curbs are in. the driveway approaches were finished today, and the base course of asphalt is in. They do have a more concrete to pour on the driveway approaches for the four-plex to the west and at the intersection at Spelman. Chuck explained that the road is totally closed off and nobody can access it because the concrete needs time to cure and takes longer when it is cold. He explained that we do plan on opening it up Friday evening so people can get in for Christmas.

Chuck noted that on 4<sup>th</sup> Street there are three residences inconvenienced and one works for the contractor. The curbing was completed today but we will not be getting the asphalt. The asphalt plant that we were using closed for the year, so we are not able to get the base course in. They will get the driveway approaches in tomorrow and then the workers will gravel and maintain the street so that residents can access. We may have the driveways open on Saturday. Chuck explained that he has asked the contractor to take a look at what it would cost to do concrete. Chuck explained that the pull off for the cluster mailbox we had planned with asphalt, but because of the timing and sequencing he requested the cost for concrete, and it was only \$300 more. So, the pull off was done with concrete. The contractor is looking at what it will cost to concrete 4<sup>th</sup> Street. It is within Cynthia's authority, staff will give them the go ahead to concrete the street. Otherwise, it will be spring before it can be asphalted.

Chuck noted that the top course does need to be finished on 4<sup>th</sup> Terrace, but do not want to complete that until all of the back filling and driveways are done because of the equipment. In the spring they will regrade, bring in topsoil, backfill, seed and put on the top course to complete the project.

Chuck noted that even though some of the residents are getting frustrated, the contractor is responsible for the warranty and do not want let people on the streets before they have the chance to properly cure, otherwise it will have to be replaced.

Chuck gave an update on Quincy Boulevard. The water line, storm sewer and driveway approaches are in. He noted that it is still a mess. He contacted the contractor today and they should be there Thursday to do the cleanup. Chuck explained that he wants to open the road and does not want any obstructions or holes next to it. In the spring the contractor will come back and finish the sidewalk, the mill and overlay from Owens to Pine and reconstruct the section from Owens to Hawthorne.

Alderman Russell asked if all of the street would not be asphalted until the spring.

Chuck explained that on 4<sup>th</sup> Terrace the base is in, it is only short a couple of inches so there is a slight bump. 4<sup>th</sup> Street there is no base yet. He noted that if they are able to concrete 4<sup>th</sup> Street, the process will take longer and if it turns off really cold it will stop the project. He explained that if they are able to concrete 4<sup>th</sup> Street it will take at least two weeks.

Alderman Russell asked about the condition of Quincy.

Chuck explained that Quincy was not torn out. There are only a few places that the curbs are missing where they had to cut through them with the water line and storm sewer.

Cynthia noted that this morning Department Directors, Finance Department staff, Alderman Wilson, the Mayor and finance committee member April Haddock interviewed three candidates for the Finance Director position. After the interviews, a consensus on a candidate was made. Cynthia will be reaching out to references. She is hopeful to be able to have a contingent offer to make to that person after the references are checked. We hope to have someone on board by the first of February to allow them to give notice at their current position.

Cynthia reminded everyone that City Hall will be closed Monday, December 25 for Christmas and Monday, January 1 for New Year's. The Mayor has cancelled the January 2 Board of Aldermen meeting. The next Board of Aldermen meeting will be January 16.

Cynthia wished the Board Happy Holidays!

## **ORDINANCES & RESOLUTIONS**

### **6. Bill No. 3018-23, Declaring the November 7, 2023 Election Results – 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 3018-23, declaring and certifying the results of the November 7, 2023 special election held in the City of Smithville, Missouri. 2<sup>nd</sup> reading by title only. Alderman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3018-23 approved.

### **7. Bill No. 3019-23, Annexation 809 Second Creek Road – 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 3019-23, annexing certain adjacent territory into the City of Smithville, Missouri. 2<sup>nd</sup> reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3019-23 approved.

**8. Bill No. 3020-23, Annexation 14422 Mount Olivet Road – 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to postpone Bill No. 3020-23, annexing certain adjacent territory into the City of Smithville, Missouri. Alderman Hartman seconded the motion.

Cynthia noted that the postponement was at the request of the applicant.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3020-23 postponed.

**9. Bill No. 3021-23, Agreement with MoDOT – 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 3021-23, authorizing and directing the mayor to execute a transportation alternatives funds program supplemental agreement with the Missouri Highways and Transportation Commission for improvements to Bridge Street from Church Street to First Street including infrastructure improvements encouraging safer routes for non-motorized users and improving the pedestrian environment. 2<sup>nd</sup> reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3021-23 approved.

**10. Bill No. 3022-24, Rezoning 19950 North F Highway - Queen's Corner – 1<sup>st</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 3022-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri. 1<sup>st</sup> reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 4, Noes – 0, Abstained – 1 (Alderman Hartman), motion carries. Mayor Boley declared Bill No. 3022-24 approved for first reading.

**11. Bill No. 3023-24, Rezoning 18212 North Main Street – 1<sup>st</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 3023-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri. 1<sup>st</sup> reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Bill No. 3023-24 approved for first reading.

**12. Resolution 1296, Bid Award Diamond Crest Restroom**

Alderman Ulledahl moved to approve Resolution 1296, authorizing the expenditure of funds for the purchase of a park restroom from CXT LB Foster for the parks and recreation department through the cooperative purchasing agreement with Sourcewell in the amount of \$64,144. Alderman Hartman seconded motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1296 approved.

**13. Resolution 1297, Amendment No. 1 for Engineering for Streetscape Phase III**

Alderman Ulledahl moved to approve Resolution 1297, authorizing Amendment No. 1 of Authorization No. 96 with HDR Engineering, Inc. for additional design services for Streetscape Phase III in the amount of \$38,250. Alderman Russell seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1297 approved.

**OTHER MATTERS BEFORE THE BOARD**

**14. Public Comment**

None.

**15. New Business from the Floor**

None.

**16. Adjournment to Executive Session Pursuant to Section 610.021(1&3)RSMo.**

Alderman Ulledahl moved to adjourn to Executive Session Pursuant to Section 610.021(1&3)RSMo. Alderman Russell seconded the motion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to Executive Session at 7:18 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Police Department

**AGENDA ITEM:** Resolution 1298, A Contract Agreement with Crime Stoppers TIPS Hotline

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**REQUESTED BOARD ACTION:**

Motion to Approve Resolution 1298, authorizing and directing the Mayor to execute a contract with the Kansas City Metropolitan Crime Commission to provide services to the city through participation in the TIPS Hotline Program.

**SUMMARY:**

Approval of this item will continue the City's support of the Kansas City Metropolitan Crime Commission. The TIPS Hotline enables the Police Department to use every available resource in obtaining information needed to solve crimes in our community. The TIPS Hotline has taken over service of our anonymous tips in the school district as well. During 2023, the Police Department received ten anonymous tips through the TIPS Hotline.

**PREVIOUS ACTION:**

The City of Smithville has entered into the agreement for more than 20 years.

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

Funds were allocated in the FY 24 budget.

**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: Letter |  |

**RESOLUTION 1298**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH THE KANSAS CITY METROPOLITAN CRIME COMMISSION TO PROVIDE SERVICES TO THE CITY THROUGH PARTICIPATION IN THE TIPS HOTLINE PROGRAM**

**WHEREAS**, the City of Smithville Police Department can benefit by using the TIPS Hotline as an investigative and informational resource in solving crimes; and

**WHEREAS**, the Crime Stoppers TIPS Hotline has an established and proven record in assisting law enforcement agencies in the apprehension of the criminals; and

**WHEREAS**, the Smithville Board of Alderman wishes to continue to contract with the Kansas City Metropolitan Crime Commission for the purposes of providing the TIPS Hotline service.

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

That the Mayor is hereby authorized and directed to execute the attached contract agreement with the Kansas City Crime Commission for the purpose of providing the services previously described and further detailed in the attached agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of January 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



The Kansas City Metropolitan  
Crime Commission

OFFICERS

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BRAD SPRONG, CHAIR  
JEFF ANTHONY, CHAIR-ELECT  
CHRISTOPHER FISHER, VICE CHAIR  
JAY REARDON, VICE CHAIR  
KARL ZOBRIST, VICE CHAIR  
RON JURY, TREASURER  
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ROBERT REINTJES, SR.  
KENT SUNDERLAND

January 1, 2024

Chief Jason Lockridge  
City of Smithville  
107 West Main Street  
Smithville, MO 64089

Dear Chief Jason Lockridge:

Thank you for being a loyal supporter of Crime Stoppers. Without your support, Crime Stoppers would not exist. Your support and partnership are very important to us, and we know **you are one of the reasons the Crime Stoppers TIPS Hotline is successful.**

- Since inception in 1982, the Crime Stoppers Program has received more than 170,330 TIPS leading to over 11,576 arrests through November 2023 and 677 of those arrests were for Homicide.
- Kansas City's Most Wanted Digital Newspaper publishes 50+ local fugitives, giving area departments and citizens easy access to the wanted fugitives' listings. There have been 598 arrests from Kansas City's Most Wanted Digital Newspaper since 2006.
- The Scholastic Crime Stoppers Program has seen great success in combating school-based issues including nineteen (19) suicide interventions, and one substantiated massive school violence act, and the program has been implemented by more than 150 schools since its inception.
- You can visit the Greater Kansas City Crime Stoppers website [www.kccrimestoppers.com](http://www.kccrimestoppers.com) to view Kansas City's Most Wanted Suspects, Upcoming Events, High School Senior Scholarship opportunities, and to learn about our Scholastic Crime Stoppers program.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods, as well as increase safety in our schools.

Sincerely,

Rick Armstrong  
President

**CONTRACT**

This Contract is entered into as of January 1, 2024 by and between the City of Smithville, Missouri (“City”) and the Kansas City Metropolitan Crime Commission, a Missouri not-for-profit corporation located at 3100 Broadway, Suite 1234, Kansas City, Missouri 64111 (“Crime Commission”). The City and the Crime Commission are referred to here as “the Parties.”

**WHEREAS**, the Crime Commission has operated and continues to operate a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson, Miami, and Wyandotte Counties in Kansas, and Cass, Clay, Jackson, and Platte Counties in Missouri (“Crime Stoppers Services”).

**WHEREAS**, the City wishes to enter into this Contract under which the Crime Commission will provide Crime Stoppers Services for the City.

**NOW, THEREFORE**, the parties agree as follows:

1. The City will pay the Crime Commission an annual fee of \$275.00 for Crime Stoppers Services and each year hereafter as the Parties may agree, as further described below. The annual fee for Crime Stoppers Services may be adjusted in the future per the agreement of the Parties.

2. The Crime Commission will provide the City with Crime Stoppers Services which shall include the following services:

- a) Maintain the Crime Stoppers Hotline (currently 816-474-TIPS) which will be answered twenty-four hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to an arrest, the issuance of a warrant, complaint or information, or the return of an indictment that results from a call to the Crime Stoppers TIPS Hotline; and
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes occurring in the City.

3. The Parties agree that the Crime Stoppers Services provided by the Crime Commission are provided strictly on a contractual basis. The Crime Commission is not and shall not be considered a part of the City. The Crime Commission shall not be subject to any control by the City regarding the operation and provision of Crime Stoppers Services to the City by the Crime Commission.

4. Upon the expiration of the one-year term of this Contract, the Contract shall be renewed on an annual (one-year) basis unless one of the Parties gives 30-day written notice prior to the end of the year in which Crime Stoppers Services are being provided of that Party's intent not to renew the term of the Contract for another year.

5. This Contract shall not be assignable without the prior written consent of both Parties.

**IN WITNESS WHEREOF**, the parties have executed this contract for the contract year, 2024.

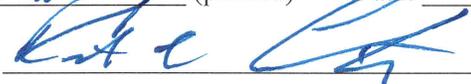
CITY OF SMITHVILLE, MISSOURI

By: Damien Boley, Mayor (printed) Date: January 16, 2024

Signature: \_\_\_\_\_

KANSAS CITY METROPOLITAN CRIME COMMISSION

By: Keith Armstrong (printed) Date: 12-20-2023

Signature: 



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1299, awarding RFP 23-11, Water Treatment Plant Residuals Cleanout to Richards Construction Company

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1299, awarding RFP 23-11, Water Treatment Plant Residuals Cleanout to Richards Construction Company in the amount of \$188,000.

### **SUMMARY:**

The water treatment process includes adding lime to the raw water which is drawn from the lake. Lime acts as a coagulant and settles particulates in the raw water. The water is sent through filters to draw the sediments out of the water. The filters are backwashed, and the sediments are sent to lagoons where the liquid evaporates and the sediments remain in the bottom of the lagoon. The lagoons have to be cleaned out periodically to maintain capacity. The lagoons were last cleaned in 2014 and are full, needing to be cleaned out. Included in the 2024 budget is \$400,000 for the residuals cleanout project.

The bid quantity of lime sludge to be removed is an estimate of the dry tons in the lagoon based upon the depth and area of the lagoon. The material is very wet and the consistency is like a runny pudding. The force account provides a contingency in the event the quantities were low and would only be expended if the dry tons removed is greater than the bid quantity.

The City received two bids (bid tab attached). Richards Construction provided the best bid in the amount of \$188,000. HDR completed reference checks and are recommending award of the bid (see engineers' recommendation).

Included for the Boards approval is a \$50,000 force account. These funds are for change orders which could result from unforeseen issues or quantity overruns. The total project amount authorized would be \$238,000.

### **PREVIOUS ACTION:**

None

### **POLICY ISSUE:**

Facility/infrastructure maintenance

### **FINANCIAL CONSIDERATIONS:**

The 2024 budget includes \$400,000.

**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: Engineers recommendation / Bid Tab |                                   |

**RESOLUTION 1299**

**A RESOLUTION AWARDED RFP 23-11, WATER TREATMENT  
PLANT RESIDUALS CLEANOUT TO RICHARDS CONSTRUCTION  
COMPANY IN THE AMOUNT OF \$188,000**

**WHEREAS**, bids were opened and read aloud on December 4, 2023 for RFP 23-11, Water Treatment Plant Residuals Cleanout; and

**WHEREAS**, Richards Construction Company submitted the most responsive bid in the amount of \$188,000.

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

Award bid to Richards Construction Company in an amount of \$188,000 for Project 23-11, Water Treatment Plant Residuals Cleanout.

A Force Account of \$50,000 is approved for a total project amount of \$238,000.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of January, 2024.

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

ATTEST:

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



January 5, 2024

Charles Soules, Public Works Director  
City of Smithville  
107 W. Main Street  
Smithville, MO 64089

**RE: RFP #23-11 – Water Treatment Plant Residuals Cleanout  
HDR #10370103**

Dear Mr. Soules,

HDR reviewed two (2) bid packets from the December 4, 2023 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 Richards Construction Company, Inc. The total bid price was \$188,000.00. A copy of the Tabulation of Bids is attached.

The Engineer's Opinion of Probable Construct Cost was \$332,220. The discrepancy between the Engineer's Opinion of Probable Construct Cost and the lowest bid can be attributed to a 30% difference in the dry ton unit cost along with differences in the mobilization, bid contingency, and Owner's allowance.

HDR reached out to Richards Construction Company, Inc. and confirmed that they were comfortable with their bid amount and contract period.

HDR has received a list of recent projects and references from Richards Construction Company, Inc. HDR contacted the references and confirmed they are a qualified and experienced Contractor for this scope of work.

HDR recommends awarding RFP #23-11 Water Treatment Plant Residuals Cleanout to Richards Construction Company Inc., in the amount of \$188,000.00. 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 Richards Construction Company, Inc.

Water Treatment Plant Residuals Cleanout – Recommendation of Award

January 5, 2024

Page 2 of 2

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](mailto:Derek.Patrick@HDRinc.com).

Sincerely,

HDR Engineering Inc.

A handwritten signature in black ink, appearing to read "Derek Patrick". The signature is fluid and cursive, with the first name "Derek" being larger and more prominent than the last name "Patrick".

Derek A. Patrick, P.E.

*Project Manager*

Cc: Bob Lemley – *Utilities Superintendent*  
Jennifer Garner – *Chief Plant Operator*

Attachments: Water Treatment Plant Residuals Cleanout – Bid Tabulation  
Notice of Award



## NOTICE OF AWARD

Date of Issuance: **January 17, 2024**  
Owner: **City of Smithville, Missouri** Owner's Project No.: **RFP #23-11**  
Engineer: **HDR Engineering, Inc.** Engineer's Project No.: **10370103**  
Project: **Water Treatment Plant Residuals Cleanout**  
Contract Name: **Authorization 99**  
Bidder: **Richards Construction Company, Inc.**  
Bidder's Address: **PO Box 1904 Independence, MO 64055**

You are notified that Owner has accepted your Bid dated December 4, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Treatment Plant Residuals Cleanout

The Contract Price of the awarded Contract is \$188,000.00. 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:** 1/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1300, Awarding Bid No. 24-05 Sanitary Sewer Rehabilitation to SAK Construction.

**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1300, awarding Bid No. 24-05, Sanitary Sewer Rehabilitation, to SAK Construction, LLC in the amount of \$158,834.

**SUMMARY:**

Cured in Place Pipe, also known as CIPP lining, is a method of trenchless pipe repair restoration used in existing pipe repair. This process is done to preserve the current pipes that have been damaged by leaks, cracks, intruding roots and rust. A fiberglass “sock” is saturated with an epoxy/resin and inserted into an existing pipe. Steam is sent through the liner pushing the liner against the wall of the old pipe and curing the resin. The result is a plastic liner providing a new smooth surface without intrusions such as tree roots. This also helps with infiltration into the sewer main. Finally, the service lines are re-established with a cutting tool that is sent through the pipe.

This method of maintenance is very practical, avoiding digging up mains, providing a smooth interior surface, seals cracks and leaks and provides additional structural strength to the sewer main.

Three bids were received on January 10th. The low bid is from SAK Construction in the amount of \$ \$158,834.

Bidder	8" Sanitary Sewer Unit Price	Manhole Rehabilitation Unit Price	Traffic Control	Total Bid
City Of Smithville Engineer Estimate	35	500	5,000	\$ 167,380
Insituform Technologies	39.29	459.90	5000	\$ 181,808.32
Municipal Pipe Tool	35.38	536.22	5000	\$ 170,805.72
SAK Construction LLC.	33	485	5000	\$ 158,834

**PREVIOUS ACTION:**

This is an annual maintenance project

**POLICY ISSUE:**

Maintaining infrastructure

**FINANCIAL CONSIDERATIONS:**

This project is included in the 2024 Budget in the amount of \$150,000. Staff recommend utilizing \$8,834 from the saving of the WTP Residuals Cleanout Project.

**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 |                                   |

**RESOLUTION 1300**

**A RESOLUTION AWARDING RFP 24-05 SANITARY SEWER  
REHABILITATION TO SAK CONSTRUCTION, LLC  
IN THE AMOUNT OF \$158,834**

**WHEREAS**, as part of the City's Sanitary Sewer Maintenance program is a process to reline sewer mains with an epoxy coated fiberglass "sock" tube; and

**WHEREAS**, the process called Cured in Place Pipe (CIPP) provides additional strength and seals cracks in the sewer mains; 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 SAK Construction LLC is the most responsive and best bid received and the most advantageous to the City in the amount of \$ \$158,834.

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

**THAT** Bid No. 24-05 is hereby awarded to SAK Construction, LLC in the amount of \$ \$158,834.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 16<sup>th</sup> day of January, 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

SANITARY SEWER REHABILITATION PROGRAM

RFP# 24-05

January 10, 2024 - 2:00 PM

BASE BID			Eng Estimate		Insituform		SAK		Municipal Pipe Tool	
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
8" Sanitary Sewer	LF	3868	35	\$ 135,380.00	35.38	\$ 136,849.84	33	\$ 127,644.00	\$ 39.29	\$ 151,973.72
Manhole Rehabilitation (4FT. Dia.)	VF	15	500	\$ 7,500.00	536.22	\$ 8,043.30	485	\$ 7,275.00	\$ 459.90	\$ 6,898.50
Cleanup Allowance*	LS	1	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000.00	\$ 5,000.00
<b>TOTAL BASE BID</b>				<b>\$ 147,880</b>		<b>\$ 149,893.14</b>		<b>\$ 139,919</b>		<b>\$ 163,872.22</b>
ADD ALTERNATE			Eng Estimate		Insituform		SAK		Municipal Pipe Tool	
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Manhole Rehabilitation (4FT Dia.)	VF	39	500	\$ 19,500.00	\$ 536.22	\$ 20,912.58	\$ 485.00	\$ 18,915.00	\$ 459.90	\$ 17,936.10
<b>BASE BID + ALTERNATE</b>				<b>\$ 167,380.00</b>		<b>\$ 170,805.72</b>		<b>\$ 158,834.00</b>		<b>\$ 181,808.32</b>



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Police Department

**AGENDA ITEM:** RES 1301 - Prisoner Housing MOU with Clinton County Sheriff's Department

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**REQUESTED BOARD ACTION:**

A motion to approve of Resolution 1301, authorizing and directing the Mayor to enter into a Memorandum of Understanding with the Clinton County Sheriff's Department for housing of prisoners as needed.

**SUMMARY:**

The Smithville Police Department has used the Clay County Sheriff's Detention Center to house prisoners for years. In the past, we have also used the Platte County Detention Center and the Clinton County Detention Center on an as needed basis. Recently, the Clay County Detention Center has been closed to municipal inmates, due to extensive repairs.

Approval of this item would allow the Police Department to house inmates at the Clinton County Detention Center as a secondary option, should Clay County be full or unavailable. The fees proposed by Clinton County are in line with the current fees being charged by Clay County.

This agreement has been reviewed and approved by the City's legal staff.

**PREVIOUS ACTION:**

None

**POLICY OBJECTIVE:**

To provide adequate house for municipal prisoners as needed.

**FINANCIAL CONSIDERATIONS:**

Funds associated with prisoner housing are budgeted annually.

**ATTACHMENTS:**

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

**RESOLUTION 1301**

**AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN MEMORANDUM OF UNDERSTANDING WITH THE CLINTON COUNTY SHERIFF'S DEPARTMENT FOR HOUSING OF PRISONERS AS NEEDED**

**WHEREAS**, the City of Smithville Police Department does not have facilities for the housing of municipal prisoners; and

**WHEREAS**, the Clinton County Sheriff's Department's Detention Center has sufficient facilities for this purpose and is able to accommodate Smithville prisoners; and

**WHEREAS**, it is in the best interest of the City to enter into a written agreement with the Clinton County Sheriff's Department that delineates each party's responsibilities; and

**WHEREAS**, the attached Memorandum of Understanding between Smithville and the Clinton County Sheriff's Department addresses all of the City's and Sheriff's concerns for the housing of municipal prisoners.

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

That the Mayor is hereby authorized and directed to execute the attached contract agreement with the Clinton County Sheriff's Department for the purpose of providing housing of municipal prisoners.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of January 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

# **AGREEMENT FOR CONFINEMENT OF PRISONERS**

This agreement is made and entered into on **January 16, 2024** by and between the **Clinton County Sheriff**, (hereinafter referred to as “**Facility**”) a Missouri Government Facility, and the **City of Smithville, Missouri**, (hereinafter referred to as “**Agency**”).

## **FACILITY AND THE AGENCY AGREE AS FOLLOWS:**

- 1. Services Provided.** Facility shall provide detention and transportation services, food, clothing, medical services, shelter, and other usual services for minimum level, non-violent inmates, medium level and/or maximum, high security custody level inmates of the Agency being confined at Facility, which is located at 207 N. Main St., Plattsburg, Missouri. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the Agency. The Agency agrees to house their inmates at the Facility, as needed. Facility will invoice the Agency each month for the number of inmates at a rate of **\$62.00** per day. The Facility will pick up and/or deliver inmates during daytime hours only and transport is subject to the availability of detention staff from the Facility at a billable amount of \$40.00 per trip. The Facility reserves the right to refuse inmates for detention at the Facility, if the Facility is at maximum capacity. The Facility reserves the right to refuse inmates that are not medically fit to be confined. The Facility reserves the right to refuse inmates experiencing any Covid-19 symptoms or have tested positive for Covid-19.
  - a. Quality of Care and Treatment.** Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or in the United States of America.
  - b. Licensing and Structures.** Facility shall maintain and ensure all necessary and appropriate licensing agreements, permits, and building, fire, health, and safety codes. Facility warrants to the Agency that the structure of the Facility meets or exceeds all applicable building codes and standards.
  - b. Record-keeping.** Facility shall maintain accurate, timely, and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents, involving use of force, inmate injuries, grievance, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.

- d. **Training**. Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards, including training regarding anti-discrimination policies.
- e. **Notification**. Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by an Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regards to its treatment of Inmates; or the use of force on or against an Inmate.
- f. **Release of Inmates**. Facility shall release Inmates back to the Agency. Facility shall not release Inmates into the general populace without making proper warrants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.
- g. **Resident Agent**. Facility shall designate a local agent for the acceptance of service in the State of Missouri.
- h. **Access to the Court System**. Facility shall ensure that all Inmates referred by the Agency will have access to the court system, including but not limited to the **Clinton and Clay County Circuit Court, Missouri casenet**, and the use of the U.S. Postal Service. The Facility will transport inmates to appear in Clinton County Associate and Circuit Court divisions. Agency must assure that all court documents, warrants and commitments, must accompany the Inmate when returning from court to the Facility. The Facility **may** transport to the Department of Corrections for the Agency during daytime hours only and transport is subject to the availability of detention staff from the Facility. The Agency must assure all judgment and sentence, transportation orders, and certificate of delivery are turned over to the Facility.

## 2. **Medical Needs**.

- a. **Non-emergency**. For purposes of providing routine medical care, the Facility shall have a qualified medical physician available at scheduled times at the off-site local clinic ("routine medical care" defined as including routine physical examinations and screenings, alcohol and drug testing, prescribing the use of non-prescription medicines). The costs for routine medical services (excluding pharmacy, lab work, and x-rays) will be paid for by the Inmate. All such other off-site medical and dental services shall be paid by the inmate pursuant to Sec. 221.120 RSMo.

**b. Emergency Treatment.** In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and prisoner will be solely responsible for ambulance, hospital, and physician charges incurred as a result thereof pursuant to Sec. 221.120 RSMo, unless otherwise approved in writing by the Agency in advance of the treatment. In case of death, the Agency will be responsible for all cost of an autopsy. During any emergency transportation from the Facility, the Facility will supply a detention officer to accompany the Inmate to the hospital/ER for the **first 2 hours**. The Agency will be responsible for the Inmates security while at the hospital for an extended period or until released.

**c. Records.** Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.

**3. Fit for Confinement.** The condition of the detainee must be such that he/she is not an immediate medical risk if admitted to the Facility in their current state. If either Agency or Facility staff believes the detainee is not “fit for confinement”, the detainee must be evaluated at a hospital by a physician prior to being accepted into the Facility.

**4. Right of Inspection.** The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.

**5. Death of an Inmate.** In the event of the death of an Inmate, Facility shall immediately notify the Agency. Upon release by investigative authorities and County Coroner, arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of any required autopsy shall be the responsibility of the Agency. The Agency shall assume full responsibility for said body upon its return to the Agency’s jurisdiction.

**6. Escapes.** In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the Agency and the local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.

**7. Services for Inmate.** All Inmates have access to reading materials, scheduled visits, religious services, and recreational activities.

**8. Agreement.** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

**9. Amendment.** This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

**10. Notices.** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, or facsimile transmission as follows:

If to the Facility:  
Clinton County Sheriff's Department  
Attn: Sheriff Larry Fish  
207 North Main Ste. 06  
Plattsburg, MO 64477  
Fax: 816-539-2346

If to the Agency:  
Smithville Police Department  
Attn: Chief Jason Lockridge  
107 West Main Street  
Smithville, MO 64089  
Fax: 816-873-3282

Either party may change their notification address or facsimile numbers upon reasonable notification of such change given to the other party.

**11. Inmate Accounts.** Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchases of personal items. Disbursements shall be made in limited amount as are reasonably necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours, the funds maintained in such account shall be returned with the Inmate to the Agency, after all debts are paid to the Facility. The Agency shall forward all inmate funds, in a check, to the Facility when the inmate is transferred to the Facility.

**12. Facility Damage.** Damage caused by an inmate to Facility property or equipment, will be the responsibility of the Inmate. All reasonable bills for the repair and/or replacement of said damage will be sent to the Inmate for reimbursement. Criminal charges can and will be filed where appropriate.

**13. Programs.** Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population Inmates of Facility.

**14. Publicity.** Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency, or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.

**15. Facility and Agency,** in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

**16. Closing.** This Agreement shall remain in full force from the Agreement date. Both the Facility and the Agency shall review this agreement semi-annually for any changes, additions, deletions by the Facility and the Agency. All changes to this document shall be submitted for approval in writing to the Facility or the Agency. Termination of this agreement must be in writing 30 days prior to the termination effective date.

\_\_\_\_\_ Date \_\_\_\_\_

**Patrick Clark**  
**Clinton Co. Presiding Commissioner**

\_\_\_\_\_ Date \_\_\_\_\_

**Larry Fish**  
**Clinton County Sheriff**

\_\_\_\_\_ Date \_\_\_\_\_

**Damien Boley**  
**Smithville Mayor**

\_\_\_\_\_ Date \_\_\_\_\_

**Jason Lockridge**  
**Smithville Chief of Police**



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1302 , authorizing the purchase of a pump at the North Booster pump station.

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1302, authorizing the emergency purchase of a pump at the North Booster Pump Station from Mid-America Pump in the amount of \$17,797.68.

### **SUMMARY:**

The Purchasing Policy outlines the spending authority of the City Administrator at \$15,000. From time to time, it is necessary for the administrator to authorize purchases exceeding that authority in order to address an immediate need. When this occurs, the Board is notified of the emergency need and that the administrator has authorized the necessary purchase.

Due to a significant leak last September, water pressure to the pump at the North Booster Pump Station was lost causing damage to the pump's impeller. Pumping capacity has been reduced necessitating the replacement of the pump. Delivery for this equipment is 15 -20 weeks.

On 9/27/23, there was a significant water break on North Main near 180<sup>th</sup> Street. The water break was significant enough to drain the Northwest water tower on 188<sup>th</sup> Street and the northern sector of Smithville within 30 minutes. Utilities staff responded to the break quickly but were unable to shut off pumps at the North Booster station until they arrived on site at the water treatment facility. During that time, North Booster pump #1 was running with a suction at 0 psi indicating there was no water pressure in the suction line. This creates the potential for cavitation and damage to the pump impeller, greatly reducing its life and pumping capacity.

Water treatment staff see a reduction in the pumping capacity of this pump indicating damage to the impeller from the water break and the lack of water pressure in the suction line feeding the pump.

Unfortunately, the existing pump is obsolete, and a replacement pump is dimensionally larger. Installation requires additional costs for new piping and flanges to fit the new pump dimensions and a new concrete foundational support for the pump.

The existing pump can still be used, but the life of the impeller and pumping capacity has been greatly reduced. The new pump has an expected lead time of 15-20 weeks.

Additionally, a SCADA alarm is scheduled to be programmed through the city's SCADA contractor to disable the North Booster pumps should a low suction or discharge psi level be detected. This can prevent pump damage in the future should a similar situation occur.

**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: Proposal |                                   |

**RESOLUTION 1302**

**A RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF A PUMP FOR THE NORTH BOOSTER STATION IN THE AMOUNT OF \$17,797.68**

**WHEREAS**, the City of Smithville operates a water distribution system providing drinking water to residents; and

**WHEREAS**, one of the pumps at the North Booster Station is not operating properly; and

**WHEREAS**, replacement of pump is necessary and essential for continued service of drinking water; and

**WHEREAS**, Mid-America Pump has provided a quote in the amount of \$13,564.60.

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

**THAT** the Board authorizes the emergency purchase of a new pump from Mid-America Pump in an amount of \$17,797.68.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16th day of January, 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 #:

Installation only:

Prepared By #:

Replacement Pump only:

Date:

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: Bob  
 Last Name: Lemley  
 Phone: (816) 532-0070  
 Fax: (816) 532-8331

Company:   
 Address:   
 City:   
 State/Zip Code:

## Description of Problem

This is quote for a new booster pump at the north booster station. The existing pump is now obsolete and the replacement is dimensionally larger that the old pump, so install will be more involved.

## Pump Information

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

## Repair Description

Repair proposal for installation and supplies needed to install:  
 1ea - gasket for una-flange  
 2ea - 4" full face gaskets  
 2ea - 4" SS bolt packs  
 Labor to unwire and remove the old pump and concrete base  
 Labor to install the new pump, build concrete form and pour a new concrete base  
 Labor to wire motor, set rotation and test run  
 Truck and MLS charges

\*\*Does not include freight or anything else not listed above, please see terms and conditions\*\*

\*\*\*\*\*

Repair proposal for pump and motor assembly only:  
 1ea - new AURORA 382B-CC 6X6X11 VERTICAL END SUCTION PUMP with a WEG 30HP  
 3/230/460 1800RPM TEFC 286JM

\*\*\*lead time is 15-20 weeks\*\*\*

\*\*Does not include freight or anything else not listed above, please see terms and conditions\*\*

## Application Information

Pumpage:   
 Head:   
 Flow:   
 Temp:   
 Viscosity:   
 SpecificGravity:   
 Hazardous  Rotation Left  
 MSDS  Rotation Right

## Terms and Conditions

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



# Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Finance

**AGENDA ITEM:** Resolution 1303, A Resolution Approving A Water Leak Adjustment Request

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1303, approving a water and wastewater leak adjustment request.

**SUMMARY:** The City has received notice from Dirk Talley, 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 29 December 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, Dirk Talley had started the cycle with a read of 8486 and finished the December cycle with a read of 9909, which resulted in consumption of 142,300 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Dirk Talley has provided proof of repair/maintenance of the service line leak which caused the high usage during the December billing cycle.

If approved, the leak adjustment would issue a credit of \$460.70 to Dirk Talley'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 \$460.70.

**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 1303**

**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**, Dirk Talley, a residential utility billing customer with account 05-00023-00, 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 \$460.70;

**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 \$460.70 shall be credited to account 05-000323-00 of residential utility billing customer Dirk Talley.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of January, 2024.

---

Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Donald Talley, Jr.

Utility Service Address: 17270 N 169 Hwy

Utility Account Number: 05-000323-00

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 \$460.70 at the Board of Alderman meeting on 1/16/2023.

I, Dirk Talley, 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, Dirk Talley, 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.

Dirk Talley  
Customer's Signature

1/19/2024  
Date

# INVOICE

## Double Tree Construction, LLC

215 Doubletree Lane  
Smithville, MO 64089  
(816) 352-2961

[claytoncoxdtc@gmail.com](mailto:claytoncoxdtc@gmail.com)

INVOICE SUBMITTED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

**Dirk Talley** \_\_\_\_\_ **1/8/2024**

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**17270 Hwy 169** \_\_\_\_\_ **Smithville** \_\_\_\_\_ **MO** \_\_\_\_\_ **64089**

PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

JOB NUMBER \_\_\_\_\_ JOB LOCATION \_\_\_\_\_ JOB PHONE \_\_\_\_\_

**Water Main** \_\_\_\_\_ **Smithville** \_\_\_\_\_

### WORK COMPLETED:

**Repair water main at personal residence** \_\_\_\_\_ **\$425.00**


TOTAL WORK COMPLETED: \_\_\_\_\_ **\$425.00**

### EXTRA MATERIALS:

--	--

TOTAL EXTRA MATERIALS: \_\_\_\_\_

CHANGE ORDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ INVOICE DATE: \_\_\_\_\_ TOTAL DUE: \_\_\_\_\_

**Clayton Cox, Owner** \_\_\_\_\_ **1/8/2024** \_\_\_\_\_ **\$425.00**

*Clayton Cox, Owner*

*Thank you for your business*



## Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Dirk Talley**

Utility Service Address: **17270 N 169 Hwy**

Utility Account Number: **05-000323-00**

### 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):           \$9.04            
 Average monthly water usage for this property:           7,866 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):           \$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:           0 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	
142,300 gallons @ 9.04 per 1,000 gallons =	1286.39
Adjusted Water Bill Amount	
15,732 gallons @ 9.04 per 1,000 gallons =	142.22
+ 126,568 gallons @ 5.4 per 1,000 gallons =	683.47
	825.69
<b>Water Discount =</b>	<b>460.70</b>
Original Wastewater Bill Amount	
142,300 gallons @ 7.69 per 1,000 gallons =	1094.29
Adjusted Wastewater Bill Amount	
142,300 gallons @ 7.69 per 1,000 gallons =	1094.29
<b>Wastewater Discount =</b>	<b>0.00</b>

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
<b>Water Discount =</b>	<b>0.00</b>
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
<b>Wastewater Discount =</b>	<b>0.00</b>

**Total Discount = 460.70**



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Public Works – Stormwater

**AGENDA ITEM:** Resolution 1304 – Authorizing the Mayor to sign an Agreement with George Butler Associates (GBA) Engineering Inc for engineering services for Stonebridge Lane Stormwater Improvements

---

### **RECOMMENDED ACTION:**

A motion to approve Resolution 1304 , authorizing and directing the Mayor to execute an agreement with George Butler Associates (GBA) Engineering Inc. for engineering services for Stonebridge Lane Stormwater Improvements.

### **SUMMARY:**

The Stonebridge Addition has seen some recent flooding due to significant rain events. The school district did complete a preliminary hydraulic review and the storm sewer under Stonebridge Lane is not sufficient to carry the drainage / runoff. The school does have some stormwater detention however during certain storm events there has been some localized flooding. Last fall, the pipe that drains to the pond in the Stonebridge Addition failed / collapsed. Temporary repairs were completed, but this line needs to be replaced.

GBA will look at the drainage and size the system and develop the plans to improve the system and replace the collapsed line. GBA has presented a scope of services in the amount of \$70,033 for engineering design and specifications.

Typical storm water design is for a 10-year storm. There is always the possibility of a larger storm event that may cause some flooding issues. It is just not financially or physically feasible to design for a 100 year or 500-year storm event.

### **PREVIOUS ACTION:**

This project was identified in the City's Stormwater Needs Assessment.

### **POLICY ISSUE:**

Infrastructure Maintenance and growth

### **FINANCIAL CONSIDERATIONS:**

This project is included in the 2024 CIP using the Parks and Recreation and Stormwater Sales tax funding. The budget includes a total of \$200,000 with \$50,000 for engineering and \$150,000 for construction. We will begin the engineering and see where the bids come in and may need a future budget amendment.

### **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: Scope and Fee |  |

## RESOLUTION 1304

### A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEORGE BUTLER ASSOCIATES (GBA) ENGINEERING, INC. FOR ENGINEERING SERVICES FOR STONEBRIDGE LANE STORMWATER IMPROVEMENTS

**WHEREAS**, the City maintains a storm sewer system providing for management, drainage and runoff for stormwater; and

**WHEREAS**, the Stonebridge Addition has seen some flooding during recent rain events and the storm sewer that drains to the pond collapsed last fall; and

**WHEREAS**, the storm sewer system on Stonebridge Lane has seen additional runoff from adjacent developments and needs to be enlarged to prevent flooding; and

**WHEREAS**, GBA Engineering Inc. has submitted an agreement with scope of services to complete the engineering design and specifications for the Stonebridge Lane Stormwater Improvements project in the amount of \$70,033.

**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 Engineering, Inc. to complete the engineering design and specifications for the Stonebridge Lane Stormwater Improvements project in the amount of \$70,033.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of January, 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 stormwater issues occurring on Stonebridge Lane 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 22-09 On-Call Professional Services, a copy of which is attached hereto as **Exhibit A**.

WHEREAS the Engineer provided a response on February 15<sup>th</sup>, 2022, 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 \$86,090.00 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 100 days of the Notice to Proceed on this Agreement or by the 30th day of April, 2024.

**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 either party shall fail to complete and/or meet any of its obligations under the terms of this Agreement, the other party may, by giving 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 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.

The Consultant reserves the right to terminate this Agreement by giving at least two (2) weeks (14 calendar days) prior written notice to the City, without prejudice to any other rights or remedies to the Consultant should the City be in breach of this Agreement or fail to observe 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: \_\_\_\_\_ 1/16/2024  
Mayor or City Administrator

Name: Damien Boley, Mayor

**ENGINEER :**

By:  \_\_\_\_\_ 1/9/2024

Title Vice President

**EXHIBIT A  
SCOPE OF SERVICES****PROJECT  
STONEBRIDGE LANE STORMWATER IMPROVEMENTS****OWNER  
SMITHVILLE, MO****PROJECT DESCRIPTION**

The City of Smithville, Missouri (OWNER) has identified the need to evaluate and develop potential solutions that address stormwater issues occurring on Stonebridge Lane, east of the intersection of Stonebridge Lane and Commercial Avenue, in the City.

- The OWNER acquired the services of George Butler Associates, Inc. (ENGINEER) to conduct a high level evaluation and design for the replacement of the stormwater culvert crossing Stonebridge Lane, to the west of 125 Stonebridge Lane, near the school property with associated grading, street and sidewalk repairs, and utility coordination.
- Additionally, evaluation will be completed for optional school detention storage metering, located northeast of 125 Stonebridge Lane, and scour and outlet protection for the residential detention basin, located south of 125 Stonebridge Lane.

**SCOPE OF SERVICES**

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

**TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION**

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

**Task 1.1 – Project Management, Supervision, and Coordination**

The ENGINEER will provide project management services necessary throughout the project, limited to three months, 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 Zoom.

### **Task 1.3 – Site Visit**

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

### **Task 1.4 – Project Invoicing**

The ENGINEER will prepare and submit two (2) monthly invoices on a form acceptable to the OWNER. In conjunction with the invoice, the ENGINEER will prepare and submit a monthly progress report with a summary of progress completed to date, activities planned, a budget status summary, outstanding project issues, potential scope adjustments, and an updated schedule.

## **TASK 2: SURVEY**

### **Task 2.1 Fieldwork**

This task will include the following limited to:

1. Perform research of right-of-way, section corners, property pins and horizontal and vertical control.
2. 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.
3. Conduct a topographic survey of the project area of sufficient accuracy and detail to be used for Preliminary and Final Design of improvements.
4. Prepare a MicroStation basemap which will include all above data **The Project Drawings shall also be created and provided using the following: Coordinate System: State Plane Kansas North, 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 3: HYDROLOGY & HYDRAULICS**

**Task 3.1 – Hydrology and Hydraulics.** Develop existing conditions hydrology and hydraulic models for the project area utilizing HEC-HMS. Development of one proposed HEC-HMS model with evaluation of scour protection and additional inlets/grading.

## **TASK 4: DETENTION EVALUATION**

**Task 4.1 – Detention Evaluation.** Evaluate a metering option to throttle the flow rates at the school and residential detention pond improvements for perimeter protection, outlet piping, and outlet and slope protection utilizing HEC-HMS. Provide results of the analysis and recommendations in a letter report.

## **TASK 5: FINAL DESIGN**

**Task 5.1 – Prepare 100% Final Plans, Final Quantities, & Engineer's Opinion of Probable Const. Costs, QC, and Comments.** Prepare final drawings for incorporation in the Project Contract Documents for construction to show the character and extent of the Project (herein after called “Drawings”). The Drawings

shall include a title sheet, typical section sheet, grading plan sheets (limited to 4), a drainage area sheet, storm sewer plan and profile sheets (limited to 2), erosion control sheets (limited to 3), and standard detail sheets limited to 4 for a limited number of 16 total sheets with a summary of quantities 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.

**Project Assumptions:**

1. All deliverables will be electronic (pdf).
2. The City will handle any Public Involvement effort.
3. All improvements are within existing R/W.
4. The CONTRACTOR will prepare the SWPPP and MOT.
5. Street Repair will be replaced in kind.
6. Sidewalk and landscaping repair will be included in plan development.
7. Add alts can be completed as supplementals if the City chooses to proceed including but not limited to pond dredging, ditch lining, and repair upstream of the culvert under Stonebridge Lane with detailed slope stabilization.

**ADDITIONAL SERVICES:**

Services specifically excluded under this Agreement include:

1. Traffic Control
2. Pavement Marking and Signing Plans
3. Attendance to or presentations at Public Meetings or Council Meetings.
4. Lighting Design
5. Easements and Titlework
6. Bidding and Construction Phase Services including but not limited to shop drawing review, and RPR services.
7. Record Drawings
8. Any other service not specifically listed.

**COMPENSATION AND SCHEDULE**

The ENGINEER fee will be \$70,033 at billing rates and estimates the project will be completed in 90 days.

Smithville Stormwater Master Plan  
Project 6355

CITY OF SMITHVILLE, MISSOURI  
INC.

By: \_\_\_\_\_

Date: \_\_\_\_\_

GEORGE BUTLER ASSOCIATES,

By: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A (Scope of Engineering Services)  
Stonebridge Design  
Smithville, MO

CLASSIFICATION		PRIN	SR ASC	ASC	SR LAES	Project Leader	Senior AES	SPC	PAES	Design AES	Staff AES	SFT	AAA1	TOTAL HOURS	EXPENSES	COST
HOURLY CHARGEOUT RATE		\$285	\$260	\$238	\$238	\$210	\$190	\$165	\$165	\$145	\$130	\$145	\$100			
<b>1</b>	<b>Task 1 - Administration</b>															
1.1	Project Management, Supervision, and Coordination (assumes 2 months)	8		6					2					16		\$4,038.00
1.2	Kickoff Meeting	2		2					2					6		\$1,376.00
1.3	Site Visit	4		4					4					12	50	\$2,802.00
1.4	Project Invoicing	2		4									2	8		\$1,722.00
	<b>Subtotal</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>42</b>	<b>\$50.00</b>	<b>\$9,938.00</b>
<b>2</b>	<b>Task 2 - Survey</b>															
2.1	GBA Survey Fee (control, field work as defined by exhibit, processing and extraction, development of base map)													0	\$18,700.00	\$18,700.00
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$18,700.00</b>	<b>\$18,700.00</b>
<b>3</b>	<b>Task 3 - Hydrology &amp; Hydraulics</b>															
<b>3.1</b>	<b>Hydrology and Hydraulics</b>															
a	Drainage Area Delineation and Hydrology			1					4					5		\$898.00
b	Evaluate design limitations, criteria			1					2					3		\$568.00
c	Develop HEC HMS Existing Model			2					12					14		\$2,456.00
d	Develop HEC HMS Proposed Model (limited to one crossing alternative)			2					8					10		\$1,796.00
e	Evaluate grading and additional inlets			1					4					5		\$898.00
f	Evaluate scour protection at the inlet and outlet of the Stonebridge Lane pipe			1					4					5		\$898.00
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$0.00</b>	<b>\$7,514.00</b>
<b>4</b>	<b>Task 4 - Detention Evaluation</b>															
<b>4.1</b>	<b>Detention Evaluation</b>															
a	Evaluate school detention metering option			1					8					9		\$1,558.00
b	Evaluate residential detention pond - perimeter protection, outlet piping, slope and outlet protection downstream			1					16					17		\$2,878.00
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>\$0.00</b>	<b>\$4,436.00</b>
<b>5</b>	<b>Task 5 - Final Design</b>															
<b>5.1</b>	<b>Prepare 100% Final Plans, Final Quantities, &amp; Engineer's Opinion of Probable Const. Costs, QC, and Comments</b>															
a	Title Sheet									4				4		\$580.00
b	Typical Section Sheet									4				4		\$580.00
c	3D Modeling									16				16		\$2,320.00
d	Final Plan Sheets - 4 Sheets (Grading/Plan) (40 Scale)									16				16		\$2,320.00
e	Final Drainage Area Sheet - 1 Sheet									8				8		\$1,160.00
f	Storm Sewer Plan & Profile Sheets - 2 Sheets (Includes modeling)									20				20		\$2,900.00
g	Erosion Control Sheets - 3 Sheets									12				12		\$1,740.00
h	Standard Detail Sheets - 4 Sheets									8				8		\$1,160.00
i	Establish Contact List for Utilities					2		6						8		\$1,410.00
j	Coordinate surveyed utilities with owners					2		8						10		\$1,740.00
k	Final conflict analysis					12		12						24		\$4,500.00
l	Status of Utilities Report					12		6						18		\$3,510.00
m	QA/QC	2		4						8				14		\$2,682.00
n	Quantities and Estimate	1		1						16				18		\$2,843.00
	<b>Subtotal</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>112</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>\$0.00</b>	<b>\$29,445.00</b>
<b>GRAND TOTAL (Tasks 1-3)</b>		<b>19</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>32</b>	<b>66</b>	<b>112</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>290</b>	<b>\$18,750.00</b>	<b>\$70,033.00</b>



## City Administrator's Report

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January 11, 2024

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### Snow Event - January 9th & 10th

The City of Smithville encountered its first snow event of the year on January 8th and 9th, with approximately 4 inches of heavy, wet snow coating the area.

A team of 7 City employees dedicated their efforts to clearing main routes, with each individual working approximately 21 hours over the course of two days for snow removal. Crews adjusted their regular schedules to synchronize with the duration of the storm. The City's contractor, consisting of 4 plows, provided support by collectively working for 26.75 hours, primarily clearing specific residential areas.

Approximately 80 tons of salt were utilized in the combined efforts to enhance traction and aid in melting the snow.

This collaboration ensured efficient snow removal, making roads safer and more accessible for the residents of Smithville, highlighting the city's commitment to effectively managing adverse weather conditions for the community's well-being.



**Emerald Ridge Public Input Meeting**

The 2024 Budget includes funding to update Emerald Ridge Park and Playground. This neighborhood park is located off South Commercial and Kelly Drive, behind Heritage Tractor. The Smithville Parks and Recreation Committee has been working with playground design companies over the past several months and they are now ready to obtain neighborhood feedback. They are asking the neighborhood and surrounding areas for feedback on any changes they would like to see, what they may not be a fan of, and or what they would like added.

On Tuesday, January 16, 2024, from 5:30 PM - 7:00 PM, an in-person public comment meeting will be held for this Emerald Ridge Park and Playground design. The meeting will be held at the Smithville Senior Center. Park and Recreation staff and Parks and Recreation Committee members will be present.

The goal for the park and playground designs was to be accessible for all ages and abilities. The goal of each of the two designs is to best fit the needs and desires of the community. Below is information about each design:

### **Playground 1 - Athco - Car Theme:**

Athco has provided a playground design that will have a pour-n-place interactive surfacing and with equipment for ages 2.5-12 years old. Two features to highlight are the We-Go-Swing and the We-Go-Around. The We-Go-Swing lets kids of all abilities play together and experience the thrill of swinging, with no need to transfer needed. The We-Go-Round offers ample room for kids and families to interact and play together – including those in wheelchairs. The integrated roof provides shade, and the center handhold allows riders to participate in the spinning fun.

This park will also include a shelter for shade and seating, a half-court basketball court, and a concrete walking path around the park.



## **Playground 2 - Kompan - Interactive theme:**

Kompan has provided a playground design that will have turf surfacing and 31 activities within the playground for ages 2-12 years old. The playground equipment has a 2-5 and a 5-12 area. Two features to highlight are the Universal Carousel and the 2-5 play around. The Universal Carousel offers ample room for kids and families to interact and play together – including those in wheelchairs. The 2-5 play area includes a ramp into the structure with multiple interactive pieces to stimulate the mind.

This park will also include a shelter for shade and seating, a half-court basketball court, and a concrete walking path around the park.



The Parks and Recreation Committee is planning to bring a recommendation forward to the Board of Alderman on the March 5 meeting.

## **Stormwater Construction Site Inspections**

The City of Smithville is committed to meeting the Department of Natural Resources (DNR) MS4 permit requirements, specifically concerning land disturbance activities at construction sites.

As per both City and DNR regulations, developers are required to conduct stormwater construction site inspections based on a schedule outlined in the Land Disturbance permit provided by the DNR. City inspectors also perform inspections to ensure adherence to erosion control measures. DNR mandates the presence of an onsite inspector appointed by the developer, responsible for these inspections. Furthermore, developers are required to submit a copy of these inspections within 24 hours. However, it has been noted that certain sites are not fulfilling these inspection requirements.

In an effort to assist developers in complying with both DNR and City regulations, the City has taken proactive steps. A communication initiative was undertaken, and letters

were sent to all active construction site developers, ensuring their awareness of the mandatory inspections. Also, a template was provided to assist them in meeting the inspection criteria outlined by DNR and the City.

Also, staff has added a dedicated section on the City's website for easy access to these resources. These efforts aim to assist developers in meeting DNR and City compliance obligations while protecting our community's environment.

[Stormwater Construction Site Inspections - Smithville MO](#)

### **Meeting Schedule**

Mayor Boley has cancelled the February 20 Board of Aldermen meeting.



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 3020-23, Annexation 14422 North Mount Olivet Road. 2nd Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 3020-23 to annex 14422 North Mount Olivet Road for second reading by title only.

**SUMMARY:**

Approving this ordinance would annex this property into the city limits. The property is contiguous to the City of Smithville on its' west side and is served by county water services and is slated for private septic systems once fully developed. All other city services are available to serve the property immediately.

The application to annex this land was submitted by the property owners in order to develop this 185 acre parcel into 32 large lots in an A-R zoning district.

**PREVIOUS ACTION:**

None.

A public hearing was advertised in the paper more than seven days in advance of the hearing (November 23) and less than 60 days have elapsed since the application was submitted (November 6) in compliance with §71.012 RSMo.

**POLICY ISSUE:**

Annexation

**FINANCIAL CONSIDERATIONS:**

N/A

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

**AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY  
INTO THE CITY OF SMITHVILLE, MISSOURI**

**WHEREAS**, on the 6<sup>th</sup> day of November 2023, a verified petition was signed by all owners of the real estate hereinafter described, requesting annexation of said territory into the City of Smithville, Missouri and filed with the City Clerk; and

**WHEREAS**, said real estate as hereinafter described is adjacent to and contiguous with to the present corporate limits of the City of Smithville, Missouri; and

**WHEREAS**, a public hearing concerning said matter was held at City Hall in Smithville, Missouri, at the hour of 7 p.m. on the 5<sup>th</sup> day of December 2023; and

**WHEREAS**, notice of said public hearing was given by publication of notice hereof on the 23<sup>rd</sup> day of November 2023 in the Courier Tribune, a weekly newspaper of general circulation, in the County of Clay, State of Missouri; and

**WHEREAS**, at said public hearing all interested persons, corporation or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation, and whereas no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Smithville, Missouri, within fourteen (14) days after the public hearing; and

**WHEREAS**, the Board of Aldermen of the City of Smithville, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and

**WHEREAS**, the City is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

SECTION 1. Pursuant to the provisions of Section 71.012 RSMo 1969, as amended by laws of 1976, the following described real estate is hereby annexed into the City of Smithville, Missouri, to wit:

A Tract Of Land In The West Fractional Half Of Section 31, Township 53 North, Range 32 West, In Clay County, Missouri, Being Described As Follows: Beginning At The Southwest Corner Of Said Section 31; Thence N00°25'54"E, Along The

West Line Of The Fractional Southwest Quarter Of Said Section 31, A Distance Of 1381.18 Feet To The Southwest Corner Of A Tract Of Land Described In Book 1704 At Page 152; Thence N87°49'16"E, Along The Southerly Line Of Said Tract, A Distance Of 370.97 Feet To The Southeasterly Corner Of Said Tract; Thence N00°26'48"E, Along The Easterly Line Of Said Tract, A Distance Of 440.24 Feet To The Northeasterly Corner Of Said Tract; Thence N83°02'20"W, Along The Northerly Line Of Said Tract, A Distance Of 373.13 Feet To A Point On The West Line Of Said Fractional Southwest Quarter; Thence N00°25'54"E, Along Said West Line, A Distance Of 770.92 Feet To The Northwest Corner Of Said Fractional Southwest Quarter, Said Point Also Being The Southwest Corner Of The Fractional Northwest Quarter Of Said Section 31; Thence N00°15'36"E, Along The West Line Of Said Fractional Northwest Quarter, A Distance Of 899.06 Feet To The Southwesterly Corner Of A Tract Of Land Described In Book 6085 At Page 14; Thence S89°34'19"E, Along The Southerly Line Of Said Tract, And Along The Southerly Line Of A Tract Of Land Described In Book 5223 At Page 180, A Distance Of 2385.78 To The East Line Of Said Fractional Northwest Quarter; Thence S00°40'41"W, Along Said Line, A Distance Of 924.90 Feet To The Southeast Corner Of Said Fractional Northwest Quarter, Said Point Also Being The Northeast Corner Of The Fractional Southwest Quarter Of Said Section 31; Thence S00°40'28"W, Along The East Line Of Said Fractional Southwest Quarter, A Distance Of 2636.02 Feet To The Southeast Corner Of Said Fractional Southwest Quarter; Thence N89°19'35"W, Along The South Line Of Said Fractional Southwest Quarter, A Distance Of 2367.73 Feet To The Point Of Beginning.

SECTION 2. The boundaries of the City of Smithville, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent to and contiguous with the present corporate limits.

SECTION 3. The City Clerk of the City of Smithville, Missouri, is hereby ordered to cause three (3) certified copies of this ordinance to be filed with the Clay County Clerk.

SECTION 4. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor, only if no written objection is received within fourteen (14) days of the public hearing as provided by Section 71.012.

PASSED THIS 16<sup>th</sup> DAY OF JANUARY 2024.

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Damien Boley, Mayor

ATTEST

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Linda Drummond  
City Clerk

First Reading: 12/05/2023

Second Reading 01/16/2024



**Voluntary Annexation  
Staff Report**  
November 27, 2023  
Annexation of Parcel Id #06-703-00-02-004.00  
**Bill No. 3020-23**

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Application for Voluntary Annexation of Land to the City

Code Sections: State Law Section 71-012 Annexation

Property Information: Address: 14422 North Mt. Olivet

Owner: John & Ralph Yallaly

Notice Date: November 16, 2023

**GENERAL DESCRIPTION:**

The applicant seeks to annex 185 acres at 14422 North Mt. Olivet into the city to develop the land into 32 large A-R zoned lots.



COMPLIANCE WITH COMPREHENSIVE PLAN

Voluntary annexation is a request by a property owner and is subject to the discretion of the City. The Comprehensive Plan currently identifies certain areas that can be considered for annexation. The subject property is immediately contiguous to the current eastern border at Wise Rd. and 144<sup>th</sup> St., and is in an area that will not cause inefficient extensions of water or sewers.

CONTIGUOUS AND COMPACT

Property meets the State law requirement of 15% of the boundary be contiguous to current city limits.

ABILITY TO PROVIDE SERVICES

All utilities and services are available adjacent to the proposed subdivision, or will be extended at the developers sole cost and extent. No other city utilities are needed in the area.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed annexation.

Respectfully Submitted,

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Zoning Administrator



# Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Development

**AGENDA ITEM:** Bill No. 3022-24 - 19950 North F Highway Rezoning – 2nd Reading

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**REQUESTED BOARD ACTION:**

A motion to read Bill No. 3022-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 19950 North F Highway by Title Only for Second Reading.

**SUMMARY:**

Applicant seeks to rezone an assembled 9 acre parcel of land that contains both R-1 and A-1 zoned land into A-R in order to allow subdividing the land into three one-acre parcels.

**PREVIOUS ACTION:**

None

**POLICY OBJECTIVE:**

Implement the Comprehensive Plan elements for north Smithville.

**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: Dirk Talley

Land Use Proposed: A-R

Zoning: A-1 and R-1B

Property Location: 19950 N. F 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 December 12, 2023, 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 comprised of three single family homes on varying large lots, and the remainder if vacant land being farmed.

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

The new Comprehensive Plan was approved on November 10th, 2020, and formally adopted as the policy of the City on November 17th, 2020. That plan calls for the north part of the city to remain single family residential for the most part.

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

Adequate utilities are available, and the lots are large enough for septic systems.

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

The current use is A-1, agricultural with a small sliver of R-1B zoned land that is also farmed. The current zoning does not allow for any additional residential building to be constructed, but dividing the land allows the construction, and triggers the more restrictive A-R district.

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

The property was zoned to its' existing district classification when annexed, and the agricultural nature is not being changed significantly. The change would additional housing similar to the adjacent lots.

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

The proposed district is essentially the same as the existing adjacent uses.

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 December 12, 2023, 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 A-1 and R-1B to A-R is governed by Section 400.560 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 land to A-R.

**BILL NO. 3022-24**

**ORDINANCE NO. 321X-24**

**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 19950 N. F Hwy on October 16, 2023; and

**WHEREAS**, Public Notice was published in the Courier Tribune and letters to property owners within 185' were sent not less than 15 days prior to the Public Hearing conducted before the Planning Commission on December 12, 2023; and

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

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

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

The property legally described as:

A tract of land in the Northwest Quarter of Section 36, Township 54 North, Range 33 West, Clay County, Missouri, described as follows: Beginning at a point on the North line of said Northwest Quarter, said point being 130.2 feet North, 88 degrees, 55 minutes East of the Northwest corner of said Northwest Quarter; thence South 00 degrees, 35 minutes East, 660.4 feet; thence North 88 degrees, 55 minutes East, 601.77 feet to a point on the Westerly right-of-way line of State Route F (said point being 2016.4 feet North of the South line of said Northwest Quarter, measured along said Westerly right-of-way line); thence North 00 degrees, 35 minutes West, along said Westerly right-of-way line, 357.75 feet to a point of curve; thence on a curve to the left with a radius of 271.04 feet and a central angle of 88 degrees, 22 minutes, 416.27 feet; thence North 01 degrees, 03 minutes East, 10 feet; thence continuing along said right-of-way line, North 88 degrees, 57 minutes West, 169.9 feet to a point of a curve; thence on a curve to the right, with a radius of 330.33 feet, 79.46 feet to the said North line of said Northwest Quarter; thence South 88 degrees, 55 minutes West, 90.4 feet to the point of beginning.

And Also

Commencing at the Northwest Corner of Section 36, Township 54 North, Range 33 West, Clay County, Missouri; thence along the North line of the Northwest Quarter South 89 degrees 37 minutes 38 seconds East, 130.20 feet; thence South 00 degrees 52 minutes 22 seconds West, 660.40 feet; thence South 89 degrees 38 minutes 13 seconds East, 601.77 feet to the Point of Beginning; thence South 00 degrees 45 minutes 26 seconds West, 36.24 feet; thence North 89 degrees 38 minutes 13 seconds West, 601.84 feet; thence North 00 degrees 52 minutes 22 seconds East, 36.24 feet to the Point of Beginning.

is hereby changed from A-1 and R-1B to A-R.

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

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

PASSED THIS 16<sup>th</sup> DAY OF JANUARY, 2024

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 12/19/2023

Second Reading 01/16/2024



STAFF REPORT  
December 7, 2023

Rezoning of Parcel Id's # 01-904-00-01-004.00  
and the north ½ acre of 01-904-00-01-006.00  
Application for Rezoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 19950 N. F Hwy.  
Owners: High Tide Properties  
Current Zoning: R-1B and A-1  
Proposed Zoning: A-R

Public Notice Dates:

1<sup>st</sup> Publication in Newspaper: November 23, 2023  
Letters to Property Owners w/in 185': November 17, 2023

GENERAL DESCRIPTION



The applicants seek to rezone the subject property from R-1B and A-1 to A-R. These properties were zoned many years ago at the time of annexation.

The purpose of the rezoning is to allow three lots to be created to allow homes to be constructed on each lot.

#### EXISTING ZONING:

The existing zoning is R-1B and A-1.

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

The surrounding area is a predominantly agricultural with large lot residential to the east, west and north.

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

The new Comprehensive Plan was approved on November 10<sup>th</sup>, 2020, and formally adopted as the policy of the City on November 17<sup>th</sup>, 2020. That plan seeks to continue developing this north area as residential, so amending this zoning brings this land into the comprehensive plans desired use.

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

The property has existing utilities sufficient for housing and any other A-R use.

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

The current use is farmland with the area surrounding the land developing into large lot residences.

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

The property was zoned to the existing district classification upon annexation and no changes have been sought.

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

The proposed district is compatible with the existing nearby land as all the uses are large lot residential.

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

No detrimental effects are anticipated to the adjacent property values.

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

No detrimental effects are anticipated to adjacent properties.

STAFF RECOMMENDATION:

Staff recommends that the rezoning to A-R be approved.



# Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Development

**AGENDA ITEM:** 3023-24 - 18212 North Main Street Rezoning. 2nd Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 3023-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 18212 North Main Street by Title only for Second Reading.

**SUMMARY:**

Applicant seeks to change the zoning from R-1A to A-R on his 5.11 acre parcel.

**PREVIOUS ACTION:**

Property was rezoned from B-3 to R-1A in 2022 to correct an old error in zoning to match the actual uses.

**POLICY OBJECTIVE:**

Implement the Comprehensive Plan elements for north Smithville.

**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**

Applicants: Zachary & Lindsay Nicholas  
Dennis Brewer

Land Use Proposed: A-R

Zoning: R-1A

Property Location: 18212 N. Main St.

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 December 12, 2023/2022, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

### Finding of Facts

1. *Character of the neighborhood.*  
The surrounding area is a predominantly large lot single family uses on Agriculturally zoned land to the east, and standard R-1 single family housing to the north. Vacant B-3 lies to the west and fronts upon 169 Hwy
2. *Consistency with the City's Comprehensive Plan and ordinances.*  
The new Comprehensive Plan was approved on November 10th, 2020, and formally adopted as the policy of the City on November 17th, 2020. That plan calls for the north part of the city to remain single family residential for the most part.
3. *Adequacy of public utilities and other needed public services.*  
The property is served with all utilities.
4. *Suitability of the uses to which the property has been restricted under its existing zoning.*  
The current use is vacant single family residential, zoned R-1A. The change would allow an outbuilding/barn to be constructed as the primary/initial structure, which is not allowed in any R-1 designated district.
5. *Length of time the property has remained vacant as zoned.*  
The property was zoned to the existing district classification in 2022 from B-3

6. *Compatibility of the proposed district classification with nearby properties.*  
The properties all front on N. Main St. and the proposed district will match the existing uses and approximate lot sizes.
7. *The extent to which the zoning amendment may detrimentally affect nearby property.*  
No detrimental effects are anticipated to the adjacent property values.
8. *Whether the proposed amendment provides a disproportionately great loss to the individual landowners nearby relative to the public gain.*  
No detrimental effects are anticipated to adjacent properties.
9. That in rendering this Finding of Fact, testimony at the public hearing on December 12, 2023, 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-1A to A-R 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 A-R.

**BILL NO. 3023-23**

**ORDINANCE NO. 322X-24**

**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 Lots 5, 6 and the north 100.93 feet of Lot 7, Wait Acres on October 11, 2023; and

**WHEREAS**, the public was notified by publishing in the CT paper on November 23<sup>rd</sup> and 30<sup>th</sup> and December 7, 2023 and notices were mailed to adjoining property owners on November 17, 2023.

**WHEREAS**, a Public Hearing was conducted before the Planning Commission on December 12, 2023; and

**WHEREAS**, the rezoning is to change the zoning from R-1A to A-R; and

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

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

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

The property legally described as:

Lots 5, 6 and the north 100.93 feet of Lot 7 of Wait Acres, a subdivision in Smithville, Clay County, Missouri.

Changed from R-1A to A-R

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

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

PASSED THIS 16<sup>th</sup> DAY OF JANUARY, 2024

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading:                      12/19/2023

Second Reading                      01/16/2024



STAFF REPORT  
December 7, 2023

Rezoning of Parcel Id's# 05-303-00-01-001.11  
Application for Rezoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 18212 N. Main St.  
Owners: Zachary and Lindsay Nicholas  
Current Zoning: R-1A  
Proposed Zoning: A-R

Public Notice Dates:

1<sup>st</sup> Publication in Newspaper: November 23, 2023  
Letters to Property Owners w/in 185': November 17, 2023

GENERAL DESCRIPTION



The applicants seek to rezone the subject property from R-1A to A-R. These properties were zoned B-3 many years ago as a part of the Wait Storage

business off 169. In 1994, when this subdivision was created, it was still zoned B-3 and the subdivision was allowed to proceed without rezoning the land to a residential zone. In 2022, the lots were again rezoned to R-1A to better match the existing usage as single family housing. At the time, three different owners sought to rezone, two of which were on 185' wide lots, which were too narrow to allow A-R zoning. The third owner owned four lots with sufficient frontage to allow the A-R district zoning, but chose to simplify the hearing process by making all the zones the same. Subsequently, that owner sold his house and one lot to one purchaser, and then the remaining 3 lots to the applicant.

#### EXISTING ZONING:

The existing zoning is R-1A which was the lowest zoning classification available for lots that were less than 200'.

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

The surrounding area is a predominantly agricultural/residential to the east and south, Single family R-1A and R-1B on the north and vacant B-3 land to the west. Other than the vacant commercial to the west, large lot residential uses predominate the area.

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

The new Comprehensive Plan was approved on November 10<sup>th</sup>, 2020, and formally adopted as the policy of the City on November 17<sup>th</sup>, 2020. That plan seeks to continue developing this north area as residential, so amending this zoning brings this land into the comprehensive plans desired use.

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

The property has existing utilities sufficient for housing and any other A-R use.

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

The current use restricts the ability to build a barn or outbuilding as the first/primary structure on the lot without including 1,100 square feet of it as a single family residence. The applicant seeks to be able to construct a barn first, then when he approaches retirement, he can then build the single family home and move to Smithville.

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

The property was zoned to the existing district classification in July of 2022.

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

The proposed district is compatible with the existing nearby land as all the uses are large lot residential.

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

No detrimental effects are anticipated to the adjacent property values.

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

No detrimental effects are anticipated to adjacent properties.

STAFF RECOMMENDATION:

Staff recommends that the rezoning to A-R be approved.



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolution 1305, Final Plat Queen's Corner

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1305, approving the single-phase final plat for Queen's Corner subdivision.

**SUMMARY:**

The final plat would create three new lots from the existing unplatted lot at 19950 North F Highway.

This land was submitted for a single-phase final plat at the December 12, 2023 Planning and Zoning Commission meeting. The plat would divide an existing large lot into three 3-acre lots on land rezoned to A-R. Following a public hearing, the Planning Commission moved to approve the application for a Single-Phase Final Plat to create these new lots.

**PREVIOUS ACTION:**

none

**POLICY ISSUE:**

The plat complies with the Comprehensive Plan.

**FINANCIAL CONSIDERATIONS:**

None

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

**RESOLUTION 1305**

**A RESOLUTION APPROVING A FINAL PLAT FOR  
QUEEN'S CORNER SUBDIVISION**

**WHEREAS**, the applicant submitted a single-phase final plat application for approval to be heard by the Planning Commission on December 12, 2023; and

**WHEREAS**, the items were advertised in the Courier Tribune newspaper on November 23, 2023 and notices were sent to adjoining landowners on November 17, 2023; and

**WHEREAS**, the Planning Commission held a public hearing and then recommended approval of the proposed Final Plat with the condition that parks fees in the amount of \$1,875 be paid and one fire hydrant be installed on the waterline on the east side of F Hwy per engineering recommendations before the Final Plat may be released for recording; and

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

**THAT THE FINAL PLAT OF QUEEN'S CORNER SUBDIVISION IS HEREBY  
APPROVED CONDITIONED UPON PAYMENT OF PARKS FEES AND  
INSTALLATION OF A FIRE HYDRANT.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of January, 2024.

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

ATTEST:

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



STAFF REPORT  
December 7, 2023  
Platting of Parcel Id # 01-904-00-01-004.00  
and the north ½ acre of 01-904-00-01-006.00

Application for a Plat Approval

Code Sections:  
425.285.A.4                      Single Phase Final Plat Approval

Property Information:

Address:                              19950 N. F Hwy.  
Owner:                                High Tide Properties  
Current Zoning:                    A-1 and R-1B (A-R if approved)  
Public Notice Dates:            November 23, 2023  
185' Notices:                        November 17, 2023

GENERAL DESCRIPTION:

The property is currently a 9-acre farm field with a small pond in the middle of the property. The parcel is surrounded by generally farmsteads with single family houses on large to very large lots. The applicant seeks to divide the parcel into 3 lots, all 3 acres in size to comply with the A-R district requirements for lots without sewers.



GUIDELINES FOR REVIEW – SINGLE PHASE SUBDIVISION FINAL PLATS *See 425.285.A.4*

The Planning Commission shall consider the following criteria in making a recommendation on the plat:

- a. The plat conforms to these regulations and the applicable provisions of the Zoning Ordinance and other land use regulations. ***Yes, the layout complies with zoning and subdivision requirements.***
- b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan. ***Yes.***
- c. The development shall be laid out in such a way as to result in:
  - (1) Good natural surface drainage to a storm sewer or a natural watercourse. ***Yes, the existing drainage areas are being maintained.***
  - (2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth. ***Yes, no grading, other than for residential style buildings is anticipated.***
  - (3) A good grade relationship with the abutting streets, preferably somewhat above the street. ***Yes.***
  - (4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access and privacy. ***Yes.***
  - (5) Adequate lot depth for outdoor living space. ***Yes.***
  - (6) Generally regular lot shapes, avoiding acute angles. ***Yes, to the extent possible.***
  - (7) Adequate building lots that avoid excessive grading, footings or foundation walls. ***Yes.***
- d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles. ***Yes.***
- e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles. ***No streets are anticipated.***
- f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries. ***Yes, the development will be served by private septic systems, but all other utilities are available.***
- g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount

of off-site stormwater runoff before development. ***The proposed development meets the code requirements and the City's engineer recommends approval of the plat conditioned upon construction meeting adopted city codes.***

h. Each lot in the plat of a residential development has adequate and safe access to/from a local street. ***Yes.***

i. The plat is located in an area of the city that is appropriate for current development activity; it will not contribute to sprawl nor to the need for inefficient extensions and expansions of public facilities, utilities and services. ***Yes.***

j. If located in an area proposed for annexation to the City, the area has been annexed prior to, or will be annexed simultaneously with plat approval. ***n/a***

k. The applicant agrees to dedicate land, right-of-way and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein. ***No dedications of additional land is needed or requested, but there will be park fees in lieu of dedication in the amount of \$625 per lot required prior to releasing the plat for recording.***

l. All applicable submission requirements have been satisfied in a timely manner. ***Yes.***

m. The applicant agrees to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans. ***n/a***

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Final Plat.

Respectfully Submitted,

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Director of Development

**FINAL PLAT**  
**QUEEN'S CORNER**  
 A SUBDIVISION IN THE NW 1/4  
 SECTION 36, T-54N; R-33W  
 SMITHVILLE, CLAY COUNTY, MISSOURI

**RECORD DESCRIPTION BOOK 9637 PAGE 14:**  
 A tract of land in the Northwest Quarter of Section 36, Township 54 North, Range 33 West, Clay County, Missouri, described as follows: Beginning at a point on the North line of said Northwest Quarter, said point being 130.2 feet North, 89 degrees, 55 minutes East of the Northwest corner of said Northwest Quarter; thence South 00 degrees, 35 minutes East, 660.4 feet; thence North 88 degrees, 55 minutes East, 601.77 feet to a point on the Westerly right-of-way line of State Route F (said point being 2016.4 feet North of the South line of said Northwest Quarter, measured along said Westerly right-of-way line); thence North 00 degrees, 35 minutes West, along said Westerly right-of-way line, 357.75 feet to a point of curve; thence on a curve to the left with a radius of 271.04 feet and a central angle of 88 degrees, 22 minutes, 41.627 feet; thence North 01 degrees, 03 minutes East, 10 feet; thence continuing along said right-of-way line, North 88 degrees, 57 minutes West, 169.9 feet to a point of curve; thence on a curve to the right, with a radius of 330.33 feet, 79.46 feet to the said North line of said Northwest Quarter; thence South 88 degrees, 55 minutes West, 90.4 feet to the point of beginning.

And Also  
**PROPERTY DESCRIPTION:**  
 Commencing at the Northwest Corner of Section 36, Township 54 North, Range 33 West, Clay County, Missouri; thence along the North line of the Northwest Quarter South 89 degrees 37 minutes 38 seconds East, 130.20 feet; thence South 00 degrees 52 minutes 22 seconds West, 660.40 feet; thence South 89 degrees 38 minutes 13 seconds East, 601.77 feet to the Point of Beginning; thence South 00 degrees 45 minutes 26 seconds West, 36.24 feet; thence North 89 degrees 38 minutes 13 seconds West, 601.84 feet; thence North 00 degrees 52 minutes 22 seconds East, 36.24 feet to the Point of Beginning.

The above described tract of land contains 0.50 acres, more or less, and is subject to all recorded and unrecorded easements, restrictions, and right-of-ways.

**SURVEYOR'S CERTIFICATION:**  
 I HEREBY CERTIFY that we have performed a survey and prepared the accompanying plat of the premises described hereon which meets or exceeds the current Missouri Standards for Property Boundary Surveys, 10 CSR 30-2 and 20 CSR 2030-16, and that the results of said survey are represented on this plat to the best of my professional knowledge and belief.

**WITNESS** hand and seal this Twelfth (12th) day of October, 2023.

Richard L. Mattson  
 Missouri P.L.S. 2674

- SURVEYOR'S NOTES:**
- Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, other than possible easements that were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; and any other facts that an accurate and current title search may disclose.
  - Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
  - Survey is valid only if print has original seal and signature of surveyor.
  - Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record that would affect this parcel.
  - Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
  - The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
  - The North line of the Northwest Quarter of Section 36, Township 54 North, Range 33 West, Clay County, Missouri bears South 89 degrees 37 minutes 38 seconds East for this survey.

**EASEMENTS:**  
 Easements are hereby dedicated for public use. As utility easement right-of-way which are shown as lying between the dashed lines in width indicated and as set forth on this plat unless otherwise noted, and side easements may be employed for the purpose of installing, repairing and maintaining sanitary sewers, storm sewers, gas lines, electric lines, telephone lines, trails and all other forms and types of public utilities now and hereafter used by the public over, under and along the strips marked U/E and T/E.

**STREETS:**  
 Streets are shown on this plat and not heretofore dedicated to and for public use are hereby dedicated.  
 Know all men by these presents that we, the undersigned property owners of the property as above set forth in the legal description, have caused the same to be surveyed and platted into lots, blocks, easements, lanes, drives, courts, streets and avenues. The same to be known as the Queen's Corner, an addition to the City of Smithville, Clay County Missouri, the lanes, drives, courts, streets and avenues are hereby dedicated to and for the use of public, and easements as indicated on the accompanying plat are hereby granted to the public for the purpose of constructing, operating, maintaining, and repairing all public utilities.

**PLAT DEDICATION:**  
 The undersigned High Tide Properties LLC, owner of the property described herein has caused the same to be subdivided as shown on this plat and said property shall hereafter be known as:

"Queen's Corner"

IN TESTIMONY WHEREOF the undersigned owner has hereunto set his hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

High Tide Properties LLC

Donald L. Talley, Member

STATE OF MISSOURI }  
 COUNTY OF \_\_\_\_\_ } SS;

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Donald L. Talley, Member, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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 \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**PLANNING COMMISSION:**  
 The final plat of Queen's Corner was submitted to and approved by the Smithville Planning and Zoning Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_  
 (SEAL) (SEAL)

**BOARD OF ALDERMEN:**  
 This final plat approved by the Board of Aldermen of Smithville, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor \_\_\_\_\_ ATTEST: City Clerk \_\_\_\_\_  
 (SEAL)

**RECORDER OF DEEDS:**  
 Entered on transfer record this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

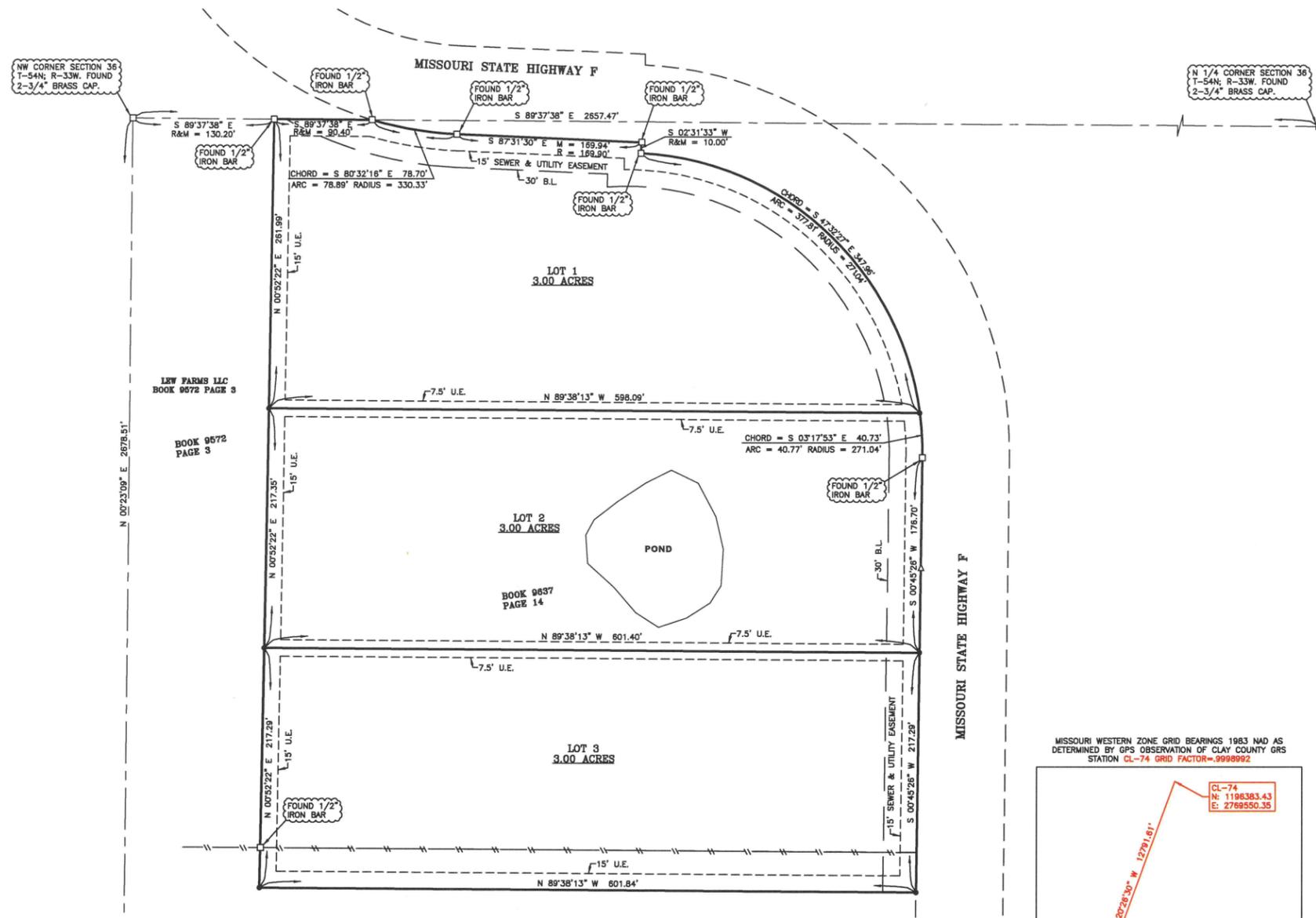
County Recorder \_\_\_\_\_

**PREPARED FOR:**  
**DIRK TALLEY**  
 SECTION 36, T-54N; R-33W  
 CLAY COUNTY, MISSOURI

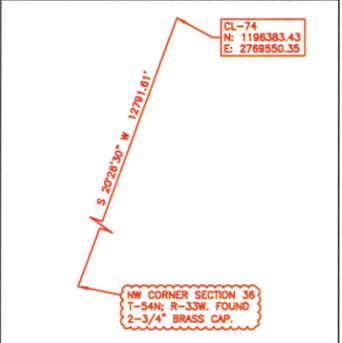
 <b>MIDLAND SURVEYING</b> Midland Surveying, Inc. Missouri State Certificate of Authority #000120	<b>LAND SURVEYORS - PLANNERS</b> 4784 Frederick Blvd, St. Joseph, MO 64506 ph. (816) 233-7900 fax (816) 233-4852 501 North Market, Maryville, MO 64468 ph. (660) 582-8633 fax (660) 582-7173			
	FILE: QUEENS_CORNER	DATE: OCT. 12, 2023	SCALE: 1" = 60'	REVISED:

**PREPARED BY:**  
 Richard L. Mattson, MO PLS 2674  
 Midland Surveying, Inc.  
 4784 Frederick Blvd.  
 St. Joseph, MO 64508

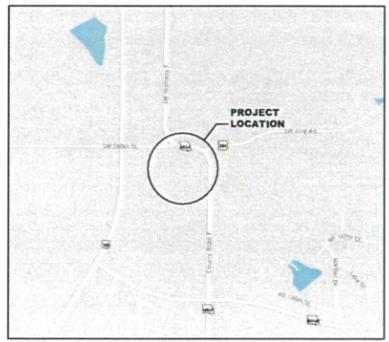
**LANDOWNER/DEVELOPER:**  
 High Tide Properties, LLC  
 1101 S US 169 Hwy  
 Smithville MO 64089



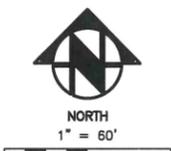
MISSOURI WESTERN ZONE GRID BEARINGS 1983 MAD AS DETERMINED BY GPS OBSERVATION OF CLAY COUNTY GRS STATION CL-74 GRID FACTOR=.9998992



TRAVERSE TABLE (NO SCALE)



VICINITY MAP (NO SCALE)  
 SECTION 36, T-54N; R-33W



- LEGEND**
- = DENOTES 1/2" BAR & LC 000120 CAP SET
  - = DENOTES CALCULATED CORNER
  - = DENOTES FOUND MONUMENT
  - △ = DENOTES RIGHT OF WAY MARKER
  - = FENCE
  - M = MEASURED DISTANCE
  - R = RECORDED DISTANCE

NW CORNER SECTION 36  
 T-54N; R-33W. FOUND  
 2-3/4" BRASS CAP.

N 1/4 CORNER SECTION 36  
 T-54N; R-33W. FOUND  
 2-3/4" BRASS CAP.

LEW FARMS LLC  
 BOOK 9572 PAGE 3

BOOK 9572  
 PAGE 3

BOOK 9637  
 PAGE 14

HELM INVESTMENTS LLC  
 BOOK 6157 PAGE 196

W 1/4 CORNER SECTION 36  
 T-54N; R-33W. FOUND  
 2-3/4" BRASS CAP.



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1306, Amendment to City Mowing Services Agreement

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1306, Bid No. 22-12 with Warrior Land and Landscape, formally Eagle Turf & Landscape LLC, for City mowing services.

### **SUMMARY:**

In 2021, within staff purchasing authorization authority, the Parks and Recreation Department contracted mowing services for City Hall, Senior Center, School House, Courtyard, Remembrance, Hawthorne, and Emerald Ridge Park to Beshears Tree and Lawn. This saved about one to two days of mowing for the Park Maintenance staff, allowing them to focus on other tasks.

With the success of 2021, staff wanted to add Helvey, Wildflower, and Diamond Crest Parks to the areas to be mowed when work was bid again in 2022. This left park maintenance staff with the responsibility to mow and trim Heritage and Smith Fork Parks. Due to the projected cost being over staff purchasing authorization authority, an RFP was posted.

In accordance with the City's Municipal Code, Chapter 150 - Purchasing Policy, a Request for Proposal (RFP) for Mowing Services was issued on February 11, 2022. Five bids were received and Warrior Lawn and Landscape, formally Eagle Turf and Landscape LLC, was awarded the bid for City Mowing Services for \$8,656 annually for 3 years.

Going into 2023, staff internally reviewed the mowing contract and worked with Warrior Lawn and Landscape to reduce the mowing duties, after a successful park's seasonal staff hiring season within the park's maintenance division. Staff worked with the contractor and removed Helvey, Wildflower, and Diamond Crest Parks from the bid, and park staff mowed and maintained these areas going forward. The cost was reduced to \$6,580.

Going into 2024, the last year of the mowing contract, the Public Works Department approached the Parks and Recreation Department about adding some areas they maintain and mow around water towers. This would help free up their staff for other tasks. The areas quoted for the PW were land around four water towers (please see pages 4-5 in the bid sheet for reference). Warrior Lawn and Landscape quoted us \$5,330. There was no change in cost for the park's mowing (\$6,580).

Staff recommend amending the contract with Warrior Lawn and Landscape to add in the four areas around the water towers, for the PW department, for a total of \$11,910.

After this 2024 season, a new RFP will be issued. 2024 is the last year of the 3-year mowing contract with Warrior Lawn and Landscape.

**PREVIOUS ACTION:**

Bid #22-12 to Eagle Turf & Landscape was awarded on March 1, 2022.

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

\$5,330 will be added to the City's Mowing contract

**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, Bid Sheet |                                   |

**RESOLUTION 1306**

**A RESOLUTION AMENDING BID NO. 22-12 WITH WARRIOR LAND AND LANDSCAPE, FORMALLY EAGLE TURF & LANDSCAPE LLC, FOR CITY'S MOWING SERVICES**

**WHEREAS**, in 2022 staff conducted a Request for Proposals for City Mowing Services as outlined in the City Purchasing Policy; and

**WHEREAS**, the contract was awarded to Warrior Lawn and Landscape, formally Eagle Turf and Landscape LLC; and

**WHEREAS**, the Public Works Department approached the Parks and Recreation Department about adding the areas mowed and maintained at four City water towers to the contract; and

**WHEREAS**, staff is recommending amending the contract to add the area around four water towers for \$5,330, bringing the contract total to \$11,910.

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

**THAT** Bid No.22-12 with Warrior Lawn and Landscape is amended to the amount of \$11,910.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 16<sup>th</sup> day of January 2024.

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

ATTEST:

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

# **Smithville Parks and Recreation Invitation to Bid - Contract Mowing**

## **1. Mowing**

All grass shall be mowed at an approximate height of three to three and one half (3-3 ½) inches on a weekly basis unless instructed to do so otherwise. All structures, trees, poles, signs, shrub beds, buildings, walkways, curbs, etc. shall be trimmed around.

Mowing is based on a 7-day mowing schedule. The mowing season is going to consist of 26 guaranteed mowing's. Any extra mowing's will come by request of the Project Manager only and will be invoiced and paid as normal. The City reserves the right to cancel weekly mowing if the weather allows us to in the heat of the summer when grass may slow down from growing. The amount of mowing in season can be as high as 30.

Special care shall be given when trimming around irrigation heads, landscaping, and trees so as not to inflict damage to these features. Turf shall be cut in a professional manner as not to scalp the turf, leave clipping windrows, or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto automobiles, any paved surface such as streets or sidewalks, or planting or landscaping beds. These surfaces should be cleaned after each mowing.

All plant growth in cracks, seams and/or joints of paved areas, such as sidewalks, curbs, and driveways, shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides will be used by Park staff.

Special care should also be used when mowing around trees, mulch rings and corners of buildings, to minimize wear on turf, so grass is not worn leaving bare spots. If this becomes an issue, the contractor will be responsible for reseeding or sodding the worn areas with grass seed or sod approved by the Project Manager.

## **2. Equipment**

All mowing equipment shall be equipped with sharp blades, so as not to tear, but cleanly cut the blades of grass. All grass shall be cut at a height of 3-3 ½ ", unless specified by the Project Manager. All ditches, trees, poles, signs, fences, and shrub beds are to be trimmed closely. Special care shall be given to trimming around small trees, so as not to inflict damage to the bark of the trees. All trimming shall be accomplished by maintaining the 3-3 ½" cutting height and concurrent with mowing operations. Any grass discharged in windrows or clumps shall be re-mowed to redistribute clippings.

Contractor staff shall pick up all litter before each mowing and remove from site. If trash is overlooked and shredded by mowers, it should be collected and disposed.

Bidder Initials: \_\_\_\_\_

Contractor staff shall be responsible for pickup and removal of small limbs and sticks up to 1" in diameter and disposed off site in a legal manner. Limbs or sticks larger than the 1" diameter needs to be turned into the Contract Manager immediately.

### **3. Communication**

If mowing is interrupted by inclement weather, the contractor shall give top priority to completing the job as soon as possible. The contract manager has the authority to cancel scheduled mowing cycles on a week-to-week basis. The cancellation will be based upon need or prevailing weather conditions. Contractor will not be paid for cancellations.

If there are parks or sections of parks that do not allow mowing that typically are mowed, for example a wet spot, or area, that must be communicated to the Contract Manager and explain why. Every effort must be made to complete each park each time they are mowed.

Due to the importance of this contract to the City's Parks system there will be a call back policy in place for the duration of the contract. If there is a problem discovered by the contract manager of a task or park left un-mowed or unfinished notice will be given to the contractor supervisor that there is an issue at one of the locations. From that point the contractor has 48 hours to correct the issue. **If this issue cannot be corrected in the 48-hour window, parks staff will have the right to correct the issue and charge the contractor at a rate of \$30/hour to correct the issue with a one hour minimum required.** If the City exercises this right, the contractor will be notified and provided pictures of the issue. If this charge becomes applicable, the invoice due that week should reflect a credit at the correct rate. This will be discussed with the contractor awarded the contract as we understand there will be a learning curve when mowing our parks. However, if this becomes a regular occurrence, after 3 different occurrences, the City reserves the right to begin the process to terminate the contract.

### **4. Liquidated Damages**

The City's Contract Manager and the Contractor will assess all damages to irrigation equipment, fences, landscaping, and trees for liquidated damages. Liquidated damages will be negotiable based on replacement of damaged items. Liquidated damages will either be deducted from invoices or paid directly to the City by the contractor or by the contractor's insurance company.

Bidder Initials: \_\_\_\_\_

# Smithville Parks and Recreation Invitation to Bid - Contract Mowing

Please provide updated bids for locations below:

26 Weeks, Covered Weekly. The bid should include Mow, String Trimming, Edging, and Blow Off

**City Hall:** 107 W Main St **1.8 acres (City Hall and Senior Center)**

**Senior Center:** 113 W Main St

**Remembrance Park:** Corner of W Main St & Bridge St **.11 acres**

**Courtyard Park:** 118 N Commercial Ave **.58 acres**

**School House:** Next door to 110 E Church St **.65 acres**

**Humphrey and Nancy Smith Park:** Corner of N Bridge St & Hilltop St **1.6 acres**

**Emerald Ridge Park:** 15106 Kelly Dr **.86 acres**

**Added for 2024:**

**Water Tower 1:** NW 188<sup>TH</sup> ST (West of 169 HWY) **.97 acres**

**Water Tower 2:** NW 140<sup>TH</sup> ST (West of 169 HWY) **1.37 acre**

**Water Tower 3:** Jefferson Hwy (North of 172<sup>nd</sup> St) **0.22 acre**

**Water Tower 4:** 708 S Commercial **0.14 acre**

Any questions, please contact Matt Denton at 816-608-1320 or at mdenton@smithvillemo.org

The above-said Company shall provide the cost to the City of Smithville as follows:

Item Description	Bid Price
<b>Mowing Services</b>	

Bidder Initials: \_\_\_\_\_

**Pictures Provided for Added Areas for 2024:**

**Water Tower 1: NW 188<sup>TH</sup> ST (West of 169 HWY)**



**Water Tower 2: NW 140<sup>TH</sup> ST (West of 169 HWY)**



Bidder Initials: \_\_\_\_\_

**Water Tower 3: Jefferson Hwy (North of 172<sup>nd</sup> St)**



**Water Tower 4: 708 S Commercial**



Bidder Initials: \_\_\_\_\_



**WARRIOR  
LAWN & LANDSCAPE**

Customer Info: Smithville City Water towers

Warrior Lawn & Landscape LLC  
 P.O. Box 227 Smithville, MO 64089  
 816-912-7800  
 warriorlawnscape@gmail.com  
 www.warriorlawn.com

Description	Cost Per Time	Frequency	Area
Mowing, trimming, edging, blowing off	\$ 5,330.00	26	
Spring Clean-up/leaf mulching	\$ -	0	
Fall Clean-up/Leaf mulching	\$ -	0	
<b>Subtotal</b>	<b>\$ 5,330.00</b>		

Fertilization	Cost Per Time	Frequency
Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$ -	0
Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$ -	0
Early Summer - Fertilizer, broadleaf weed, crabgrass weed control	\$ -	0
Late summer/Early Fall - Fertilizer, broadleaf weed, crabgrass weed control	\$ -	0
Late Fall - Fertilizer, broadleaf weed, crabgrass weed control Winterizer	\$ -	0
Grub prevention - Preventative treatment for grub-Added in with Spring applications	\$ -	0
<b>Subtotal</b>	<b>\$ -</b>	

Ground Maintenance-Misc.	Cost Per Time	Frequency
Mulching	\$ -	0
Shrub Pruning	\$ -	1 time in spring/ 1 time in fall 2 trimming total
Tree Trimming	\$ -	
Brush removal	\$ -	
Irrigation	\$ -	90 per hour Anything over this will be discussed as needed
Flower Bed Clean out	\$ -	Estimated Spring start, 2 hours Estimated Fall shut down 2 hours total cost for 14 times
Tree planting/Removal	\$ -	All beds included
New Plant install/Flower bed Design	\$ -	
<b>Subtotal</b>	<b>\$ -</b>	
<b>Total</b>	<b>\$ 5,330.00</b>	



**WARRIOR  
LAWN & LANDSCAPE**

Customer Info: Smithville City Parks

Warrior Lawn & Landscape LLC  
 P.O. Box 227 Smithville, MO 64089  
 816-912-7800  
 warriorlawnscape@gmail.com  
 www.warriorlawn.com

Description	Cost Per Time	Frequency	Area
Mowing, trimming, edging, blowing off	\$ 6,580.08	26	
Spring Clean-up/leaf mulching	\$ -	0	
Fall Clean-up/Leaf mulching	\$ -	0	
<b>Subtotal</b>	<b>\$ 6,580.08</b>		

Fertilization	Cost Per Time	Frequency
Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$ -	0
Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control	\$ -	0
Early Summer - Fertilizer, broadleaf weed, crabgrass weed control	\$ -	0
Late summer/Early Fall - Fertilizer, broadleaf weed, crabgrass weed control	\$ -	0
Late Fall - Fertilizer, broadleaf weed, crabgrass weed control Winterizer	\$ -	0
Grub prevention - Preventative treatment for grub-Added in with Spring applications	\$ -	0
<b>Subtotal</b>	<b>\$ -</b>	

Ground Maintenance-Misc.	Cost Per Time	Frequency
Mulching	\$ -	0
Shrub Pruning	\$ -	1 time in spring/ 1 time in fall 2 trimming total
Tree Trimming	\$ -	
Brush removal	\$ -	
Irrigation	\$ -	90 per hour Anything over this will be discussed as needed
Flower Bed Clean out	\$ -	Estimated Spring start, 2 hours Estimated Fall shut down 2 hours total cost for 14 times
Tree planting/Removal	\$ -	All beds included
New Plant install/Flower bed Design	\$ -	
<b>Subtotal</b>	<b>\$ -</b>	
<b>Total</b>	<b>\$ 6,580.08</b>	



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Administration and Finance

**AGENDA ITEM:** Resolution 1307 – Authorizing the Offering for sale of Certificates of Participation.

---

**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1307 – a resolution authorizing the offering for sale of Certificates of Participation.

**SUMMARY:**

The City is planning to issue Certificates of Participation (COPs) for the construction of the 144<sup>th</sup> Street Lift Station and West Interceptor. As noted in the work session, this project is in the final design phase. Staff is currently working with property owners to secure easements for the force main. The project includes a regional lift station that will accept wastewater from Hills of Shannon allowing the decommissioning of that pump station and converting it to gravity, ability to decommission the McDonalds and Platte Valley Bank lift stations, serve the Fairview Crossing Development and additional development in South Smithville, and have capacity for Forest Oaks. The west force main will extend from the 144<sup>th</sup> Street pump station to Cliff Drive. The preliminary hearing in the condemnation process is set for January 19. The project will bid in early Spring.

During the development of the FY2023 Budget, staff projected the need to debt finance this projects, due to cashflow constraints. At that time, a rate study concluded that utility rate increases are necessary to continue funding water and sewer line replacement projects, fund ongoing system maintenance projects, and fund system capacity upgrades as revenues would not sustain “pay-as-you-go” financing.

This project was initially slated for 2023, but has been delayed with easement acquisition and design taking longer than anticipated. As noted above, this project is now set to bid in early spring.

As staff has worked with financial advisors Piper Sandler, the need for additional cashflow for projects has been identified and the Stonebridge Lift station project has been included for addition to the projects to be funded through this debt issuance, as outlined at the work session.

Bond proceeds totaling \$6.694,610 are anticipated to fund project expenditures of \$6.5 million plus cost of issuance.

This resolution indicates the intention of the Board to issue debt. In the next few weeks, staff and representatives from Piper Sandler, the City's financial advisor, will participate in a rating call, the result of which will be establishing the city's bond rating for issuance of the debt. Final steps include the sale of the COPs, approving the financing ordinance, and the delivery of funds for the project. As we progress through this process, Piper Sandler will provide updates to the Board on the process.

**PREVIOUS ACTION:**

Resolution 1191 was approved February 21, 2023 declaring the intent to reimburse expenses related to utility projects.

Financing of this project has been discussed over the last several months relating to the utility budget and was included in discussions relating to development of the FY2024 budget.

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

**ATTACHMENTS:**

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

## RESOLUTION 1307

### A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF CERTIFICATES OF PARTICIPATION FOR THE BENEFIT OF THE CITY OF SMITHVILLE, MISSOURI

**WHEREAS**, the City of Smithville, Missouri (the "City") desires to finance the costs to acquire, construct, install, improve, furnish and equip various projects related to the City's sewer system, including without limitation (1) the construction and installation of a sewer pump station, force main, and lift station at 144<sup>th</sup> Street and West Bypass (the "144<sup>th</sup> Street and West Bypass Project") and (2) the construction, installation and improvement of a sewer pump station, force main, and lift station at Stonebridge (the "Stonebridge Project," and together with the 144<sup>th</sup> Street and West Bypass Project" the "Project"); and

**WHEREAS**, the City has selected the firm of Piper Sandler & Co. (the "Municipal Advisor"), as municipal advisor, and Gilmore & Bell, P.C., as special counsel ("Special Counsel"), for a series of certificates of participation (the "Certificates") to be delivered for the benefit of the City in the approximate amount of approximately \$6,500,000 to finance the costs of the Project; and

**WHEREAS**, the City desires to authorize the Municipal Advisor and Special Counsel to proceed with the offering for sale of the Certificates; and

**WHEREAS**, the City desires to authorize the Municipal Advisor and Special Counsel to proceed with the preparation, review and distribution of the Notice of Sale, the Preliminary Official Statement and the final Official Statement relating to the Certificates.

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

**Section 1.** The City hereby authorizes the Municipal Advisor and Special Counsel to proceed with the preparation, review and distribution of the Notice of Sale, the Preliminary Official Statement and the final Official Statement for the Certificates. Upon completion of the preparation of the Notice of Sale and the Preliminary Official Statement, the Municipal Advisor is hereby authorized to proceed with the offering for sale of the Certificates. The final terms of the Certificates shall be determined and approved by subsequent ordinance of the Board of Aldermen of the City.

**Section 2.** The Board of Aldermen hereby authorizes the execution of the final Official Statement by the Mayor, the City Administrator or other appropriate officers of the City with such changes and additions thereto as such officials shall deem necessary or appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Board of Aldermen hereby consents to the use and public distribution by the Municipal Advisor of the Notice of Sale, the Preliminary Official Statement and the final Official Statement in connection with the offering for sale of the Certificates.

**Section 3.** For the purpose of enabling the purchaser of the Certificates to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor, the City Administrator or other appropriate officers of the City are hereby authorized, if requested, to provide the purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the purchaser to comply with the requirements of such Rule.

**Section 4.** The City agrees to provide to the purchaser of the Certificates within seven business days of the date of the agreement to purchase the Certificates or within sufficient time to accompany any confirmation that requests payment from any customer of the purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the purchaser to comply with the requirements of Rule 15c2 12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G 32 of the Municipal Securities Rulemaking Board.

**Section 5.** The City expects to make capital expenditures after the date of this Resolution in connection with the Stonebridge Project, and the City hereby declares its intent to reimburse itself for such expenditures with the proceeds of the tax-exempt financing to be subsequently authorized. The maximum amount of proceeds of the Certificates to be spent in connection with the Stonebridge Project is not expected to exceed \$2,570,000.

**Section 6.** The Mayor, the City Administrator and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Certificates.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen.

**PASSED** by the Board of Aldermen of City of Smithville, Missouri on January 16, 2024.

**CITY OF SMITHVILLE, MISSOURI**

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

[SEAL]

ATTEST:

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



# Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Appointment of Parks and Recreation Committee Member

---

**REQUESTED BOARD ACTION:**

The Mayor will make the nomination of Ben McClanahan to the Parks and Recreation Committee and the Board will vote.

**SUMMARY:**

The Board of Aldermen is required to appoint a member to serve on the Parks and Recreation Committee. Ben McClanahan will be filling the position occupied by Todd Fleischmann, whose term has expired. This appointment is for three years.

Section 155.100 of the Code of Ordinances requires the Board of Aldermen to nominate and appoint a representative to the Parks and Recreation Committee. The process is similar to the appointment of Mayor Pro-Tem.

**PREVIOUS ACTION:**

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Click or tap here to enter text.

**ATTACHMENTS:**

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



Try Premium for \$0



## Ben McClanahan · 3rd

Online Community Specialist at Council of State and Territorial Epidemiologists

 Council of State and Territorial Epidemiologists

 University of Missouri-Columbia

Kansas City, Missouri, United States · [Contact info](#)

500+ connections

Message

+ Follow

More

### Activity

690 followers

Ben McClanahan posted this · 7mo

My employer, [Council of State and Territorial Epidemiologists](#), has two positions open in the communications department. We're looking for a senior cor ...show more

#### Recruitment

[workforcenow.adp.com](http://workforcenow.adp.com)



Show all posts →

### Experience



#### Online Community Specialist

Council of State and Territorial Epidemiologists · Full-time  
Nov 2022 - Present · 1 yr 3 mos  
Atlanta, Georgia, United States



#### Children's Hospital Association

Full-time · 8 yrs 10 mos

##### Manager, Digital Content

Mar 2019 - Oct 2022 · 3 yrs 8 mos  
Lenexa, Kan.

##### Web Producer

Jan 2014 - Mar 2019 · 5 yrs 3 mos  
Overland Park, Kan.



#### Internet Communications Coordinator

International Association of Administrative Professionals  
Aug 2009 - Jan 2014 · 4 yrs 6 mos

Online communications coordinator for an international non-profit organization supporting administrative professionals.



### Online Audience Development Manager

Penton Media

Feb 2008 - Aug 2009 · 1 yr 7 mos

### Assistant Editor

Sun Publications

Oct 2004 - Feb 2008 · 3 yrs 5 mos

## Education



### University of Missouri-Columbia

Bachelors of Journalism, Journalism - Editorial

Activities and societies: The Kansas City Star | Missouri correspondent (sports dept.)

## Skills

### Editing



Endorsed by 10 colleagues at International Association of Administrative Professionals (IAAP)



21 endorsements

### Newspaper



Endorsed by 2 colleagues at International Association of Administrative Professionals (IAAP)



4 endorsements

Show all 50 skills →

## Recommendations

Received

Given



### Phyllis H. · 2nd

All around medical credentialing coordinator looking for opportunities  
January 28, 2014, Phyllis worked with Ben but they were at different companies

Ben was instrumental in getting the IAAP Vancouver Chapter website up and running when I took over as Website Administrator way back when. I was a complete novice and Ben walked me through the process, explained what I should have done when I messed something up, and fixed any problems I created that I couldn't solve myself.

Ben has always been my star at IAAP and I'll miss him dearly. I wish Ben all the best success in his new role. Children's Hospital Association is lucky to...



### Christine Kessler · 3rd

Digital Marketing Analyst at Husqvarna Construction Products NA  
August 25, 2009, Christine worked with Ben on the same team

I worked with Ben at Penton Media when we were both Online Audience Development Managers. Ben showed excellent written and verbal communication skills, was motivated to produce quality results, worked independently and was able to follow through to ensure the job got done.

He also has a knack for finding forward thinking technology. On a regular basis, he found free that reduced labor time for other OADM's and increased each brand's visibility on the Web.

Show all 3 received →

## Interests

## **Ben McClanahan**

### **Background**

I live in Smithville with my wife, Destiny, who teaches at Smithville High School. We have 4 children between us, 3 that are still in the Smithville school district. Our oldest daughter, Darcy Eastep, is a freshman at the University of Michigan. I have worked in public health and health care communications for more than 10 years. I currently work as online community manager for the Council of State and Territorial Epidemiologists (CSTE), which works closely with the Centers for Disease Control. I am a graduate of the University of Missouri-Columbia with a bachelors of journalism. More work history can be found at <https://www.linkedin.com/in/benmcclanahan/>

### **Reason for Volunteering**

Our family uses many of the parks in and around Smithville and Smithville Lake. I am specifically interested in helping make Smithville a more bike-friendly city but I think my communications background could be of benefit to the Parks & Rec committee. I also want to help insure that future park projects in Smithville are built in an accessible and sustainable way with minimal harm to the natural environment.

### **Additional experience or information which a City Committee might benefit from**

I am experienced in digital publications and website production, including HTML/CSS, design/layout and photography/editing.



## Board of Aldermen Request for Action

**MEETING DATE:** 1/16/2024

**DEPARTMENT:** Administration

**AGENDA ITEM:** Adjournment to Executive Session Pursuant to Section 610.021(1&2) RSMo.

---

**REQUESTED BOARD ACTION:**

A motion to close the regular session for the purpose of discussing legal and real estate matters pursuant to Section 610.021(1&2) RSMo.

**SUMMARY:**

To allow the Board of Aldermen to adjourn to Executive Session to discuss legal and real estate 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(1&2) 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:       |                                   |