



Board of Aldermen Request for Action

MEETING DATE: 8/19/2025

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1506 – Memorandum of Understanding (MOU) with Smithville Main Street District for a Public Art Mural located at Courtyard Park.

REQUESTED BOARD ACTION

Motion to approve Resolution 1506, authorizing and directing the Mayor to enter into an agreement with the Smithville Main Street District (SMSD).

SUMMARY

In December 2024, staff presented a proposal from SMSD to install an art mural at Courtyard Park. The request originated from the Economic Development Committee (EDC), which recommended SMSD oversee the project as they would be both funding and managing it. Following a call for artists, SMSD selected Michael Ferrarell of Anytown Mural & Sign LLC to create the mural on the south wall of the Courtyard Park restrooms. The mural's theme, "Lake Life," was chosen based on community feedback gathered in August 2025.

This project supports multiple goals in the Strategic Plan and Comprehensive Plan. The EDC noted that introducing a small public art project could inspire similar initiatives by private businesses. Public art serves as a tourism asset, enhances downtown vibrancy, and helps attract both local businesses and visitors.

The MOU grants SMSD responsibility for managing the mural's installation on the Courtyard Park Restroom's south wall. SMSD will also be responsible for the maintenance and upkeep of the mural. Once the design is finalized, staff will report the design to the Board before installation. The target date for completion is November 11, 2025.

PREVIOUS ACTION

N/A

POLICY ISSUE

Comprehensive Plan Alignment: ST.3.4 Explore public art opportunities, such as murals, in Smithville's Historic Downtown Subdistrict to strengthen the visual appeal of the Downtown. Strategic Plan Alignment: Strengthened Business and Economic Development Pillar: Pursue tourism related business potential.

FINANCIAL CONSIDERATIONS

SMSD will be responsible for the art installation and maintenance of the mural.

ATTACHMENTS

- | | |
|---|---|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract: MOU |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Smithville Main Street District Contract with Artist | |

RESOLUTION 1506

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH SMITHVILLE MAIN STREET DISTRICT

WHEREAS, the Smithville Main Street District would like to install an art mural project on City Property located at Courtyard Park; and

WHEREAS, the City and the District desire to enter into a Memorandum of Understanding outlining the responsibilities and financial obligations of both the City and Smithville Main Street District.

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

THAT the Mayor is hereby authorized to sign the Memorandum of Understanding with the Smithville Main Street District.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of August, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

MEMORANDUM of UNDERSTANDING

BETWEEN

THE CITY OF SMITHVILLE, MO

&

SMITHVILLE MAIN STREET DISTRICT

Purpose: This Memorandum of Understanding (“MOU”) is entered into by and between the City of Smithville (“City”) and the Smithville Main Street District (“SMSD”) to establish the terms for the donation, installation, and ongoing maintenance of a public art mural. The mural will be located on the south wall of the Courtyard Park Restroom at 118 N. Commercial Avenue.

Scope: The City recognizes that public art offers significant community benefits—enhancing aesthetics, fostering education and inspiration, reducing stress, attracting tourism, increasing property values, and supporting economic development. As part of its commitment to facilitating public art in community spaces, the City will permit SMSD to contract with an artist for the installation of the mural, as detailed in Attachment A.

Term: The term of this Memorandum of Understanding shall be for the life of the art mural, until parties agree it is time for replacement.

Agreement: Under this Memorandum of Understanding the City will:

- Authorize installation of the public art as described in Attachment A.
- Provide guidance and inspection during installation.
- Notify SMSD of any maintenance, repair, or relocation needs.
- Remove, relocate, or dispose of the public art if SMSD fails to address maintenance, repair, or relocation needs within the specified time after notice.
- Renegotiate this MOU upon expiration, if desired by both parties.

Under this Memorandum of Understanding *Smithville Main Street District* will:

- Install the public art as outlined in Attachment A at no cost to the City.
- Install the public art in a manner approved by the City.
- Provide maintenance and repair of the public art for the duration of this Memorandum of Understanding.
- Cause maintenance and repair of the public art to occur within ten (10) days after notification by the City.
- Where desired renegotiate this Memorandum of Understanding after its expiration.
- Will comply with the terms and conditions of the City.

Effective date: August 19, 2025

Damien Boley, Mayor

August 19, 2025
Date

Alicia Neth
Smithville Main Street
District

August 13, 2025____
Date

This Agreement ("Agreement"), entered this 4th of August, 2025, between Michael Ferrarell of Anytown Mural & Sign LLC ("Artist") and Smithville Main Street ("Client"), shall govern the respective rights of Artist and Client with respect to the artwork described herein.

I. Scope of Work Commissioned

As part of this project scope, the Artist will be creating the following:

Designing a 170 sqft mural on the west wall of the Courtyard Park public restroom facility at 118 N Commercial Ave., Smithville, MO 64089 . The Artist will create an initial digital design that will be submitted for approval by Client. Once approved, the Artist will be travelling to Smithville to paint the mural. Client has agreed to remove donor plaque, power wash, and prime the wall based on the Artist's dimensions and paint/primer recommendation. The Artist is responsible for painting the mural and applying a sealant. Client has agreed to provide Artist lodging for up to 7 days while the mural is being painted.

II. Timeline

Artist gave a timeline of 2-3 weeks for initial design and development, 1 week for edits, and 4-7 days for final installation. The target date for mural completion is by or before 11/02/2025. If for reasonable cause the mural is not completed by 11/02/2025, this contract is valid for up to 6 months and will expire on 05/02/2026 at 11:59pm.

III. Edits

Once the initial mural design is submitted, Client is allowed 2 complimentary rounds of design edits. Any additional round of design edits will be priced out at 5% of the agreed total compensation identified in Section VI.

IV. Rights Transferred.

Artist hereby grants and assigns to Client the limited right to utilize the work for the one-time purpose of this public art mural, with all remaining rights herein to be reserved by Artist. Client may use images of artwork for not-for-profit promotional materials, with clear credit given to the Artist. Artist expressly reserves all rights, title and ownership of all original artwork produced pursuant this Agreement, including all preliminary materials including but not limited to sketches and comps. Artist rights exclude recreating or licensing this artwork as another mural.

V. Confidentiality

All conversations had about the project between Artist and Client will remain confidential. Client may not share images of the intended mural design on websites or social media until the mural is completed and sealed by Artist. Client may share teaser and process images once the Artist is on site at 118 N Commercial Ave. and has begun painting.

VI. Terms of Payment

Client and Artist have agreed on the quote of \$8,620.00 which includes preliminary research, sketches, proposal, production, post production, transportation, and artist labor.

25% will be paid up front upon contract signing, 25% will be paid upon digital completion of intended mural design, with the final 50% delivered upon completion of project. Individual payments are to be received by Artist within 10 business days of "contract signing", "digital completion of intended mural design", and "completion of project". If any payment is not received by Artist within 10 business days, Client is subject to a 1% penalty fee per day of the agreed quote for \$8,620.00 totalling \$86.20 per day.

Termination/Kill Fee

Client may terminate the Agreement at any time by sending written notice thereof to Artist at the address provided herein. Upon such termination, Client agrees to compensate Artist as follows:

(1) **Partial Completion.** If the Artist has partially completed any of the work, Client agrees to compensate Artist at fifty percent of the compensation identified in Section VI herein. If this Agreement is terminated by Client after partial completion by Artist, Artist shall retain ownership of all rights of copyright and the original artwork, including but not limited to completed artwork, sketches, and comps.

(2) **Full Completion.** If Artist has completed the finished artwork at the time of cancellation, Client agrees to compensate Artist in full as otherwise provided in this agreement.

Severability; Integration.

Client and Artist agree that this Agreement shall not be amended except by a writing executed by both parties, and expressly state that this writing shall constitute a complete expression of the entire agreement between the parties, and that no additional terms exist that are not included herein. To the extent any provision contained in this Agreement shall be found to be void, invalid, or otherwise unenforceable in any way, such invalidity shall not affect the remainder of this Agreement, which shall remain in full force and effect.

VII. Warranty of Originality

Artist represents and warrants to Client that, to the best of Artist's knowledge and belief, the Work assigned by this Agreement is original and has not been previously published or licensed to any third party. This warranty shall not extend to any unauthorized or undisclosed use of the Work by Client which may infringe upon the rights of any other person. Client agrees that it shall hold Artist harmless for any claim or liability caused by Client's use of Artist's product to the extent such use infringes upon the rights of any other person.

Consented and Agreed to this 4th of August, 2025.



Smithville Main Street



Michael Ferrarell - Owner
Anytown Mural & Sign LLC

Preliminary Cost Estimate: 118 N Commercial Ave. Smithville, MO 64089

Preliminary Research, Sketches, & Proposal:

- Per Square Foot: \$5
- Wall Dimensions: 20'-2" x 8'-5" = 170 SqFt

Estimated Proposal Cost: \$850

Production:

- x50 Cans Montana Brand Spray Paint (\$10 per can) = \$500
- x5 Gallons Sherwin-Williams Latitude Exterior Paint (\$70 per gallon): \$350
- x5 Quarts Sherwin-Williams Latitude Exterior Paint (\$30 per quart): \$150
- Brushes/Caps/Tape/Miscellaneous Materials: \$250

Estimated Production Cost: \$1,250

Post Production:

- x5 Gallons VandulGuard Anti-Graffiti Sealant: \$500
- Post Production Labor: \$1 per Square Foot = \$170

Estimated Post Production Cost: \$670

Transportation

- Ground Transportation (7 Day Rental Vehicle + Fuel): \$750

Estimated Transportation Cost: \$750

Artist Labor

- Per Square Foot: \$30
- Wall Dimensions: 20'-2" x 8'-5" = 170 SqFt

Estimated Artist Labor: \$5,100

Total Estimated Cost of Mural: \$8,620.00

