



Figure - Downtown Smithville

City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, May 6, 2025
City Hall Council Chambers and Via Videoconference

Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the City’s YouTube page.

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

- 1. **Call to Order**
- 2. **Pledge of Allegiance**
- 3. **Proclamation**
 - Local Government Week
 - Public Service Recognition Week
 - Older Americans Month

Join Zoom Meeting
<https://us02web.zoom.us/j/81373110692>
 Meeting ID: 813 7311 0692
 Passcode: **321528**

- 4. **Consent Agenda**
 - **Minutes**
 - April 15, 2025 Board of Aldermen Special Session Minutes
 - April 15, 2025, Board of Aldermen Work Session Minutes
 - April 15, 2025, Board of Aldermen Regular Session Minutes
 - April 17, 2025 Board of Aldermen Retreat Minutes
 - **Resolution 1464, Sports League Contract with Warrior Youth Football Club**
 A Resolution authorizing and directing the Mayor to enter into an agreement with Smithville Warriors Youth Football Club for the use of City park land.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

- 5. **Committee Reports**
 - Parks and Recreation Committee
- 6. **City Administrator’s Report**

ORDINANCES & RESOLUTIONS

- 7. **Bill No. 3060-25, Conditional Use Permit – 1st Reading**
 An Ordinance amending the zoning Ordinance of the City of Smithville, Missouri by and granting a conditional use permit to northland recycle & transfer for a transfer station for municipal solid waste at 14820 North Industrial Drive. 1st reading by title only.

- 8. Bill No. 3061-25, Budget Amendment No. 8 – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading**
An Ordinance amending the FY2025 Operating Budget to add \$112,156 to the Combined Water and Wastewater and \$4,500 to the General Fund expenditure budgets. 1st and 2nd reading by title only.
- 9. Bill No. 3062-25, Certifying the April 8, 2025 Election Results – 1st Reading**
An Ordinance certifying the results of the April 8, 2025 Municipal Election held in the City of Smithville, Missouri. 1st reading by title only.
- 10. Resolution 1465, Amending the City Administrator’s Employment Agreement**
A Resolution authorizing and directing the Mayor to execute an updated employment agreement with Cynthia Wagner for the position of City Administrator.
- 11. Resolution 1466, Bid Award No. 25-11, Church Street and Mill Street Waterline**
A Resolution awarding Bid No. 25-11 to Legacy Underground Construction for the Church Street and Mill Street watermain in the amount of \$106,656.
- 12. Resolution 1467, Bid Award No. 25-12 – Street Maintenance Program**
A Resolution awarding Bid No. 25-12, Street Maintenance Program to Asphaltic Surfaces in the amount of \$224,596.25 and authorizing a force account in the amount of \$30,000.
- 13. Resolution 1468, Purchase of a New SCADA and PLC System**
A Resolution authorizing the payment to R.W. Vaught for the purchase of a new SCADA (Supervisory Control and Data Acquisition) and PLC (public logic control) system at the water treatment plant in the amount of \$20,750.
- 14. Resolution 1469, Diamond Crest Splash Pad Parking Lot**
A Resolution authorizing construction of the Diamond Crest splash pad parking lot in lieu of payment of park fees by the Clay Creek Meadow’s developer.

OTHER MATTERS BEFORE THE BOARD

- 15. Public Comment**
Pursuant to the public comment policy, a request must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.
- 16. Discussion of Lakefest Event Use of Parking Lots and Road Closures**
- 17. 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.
- 18. Adjournment to Executive Session Pursuant to Section 610.021(1) RSMo.**





Proclamation

Missouri Local Government Week May 4-10, 2025

WHEREAS, local governments in Missouri are at the forefront of making vital decisions that affect the lives of all Missourians within their communities; and

WHEREAS, local government is the government closest to citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, local governments consist of city councils, county commissions and school boards, among others; and

WHEREAS, local governments work to improve the quality of life for their residents in communities across our great state; and

WHEREAS, local governments play a vital role in providing essential services and programs, fostering strong communities people are proud to call home.

NOW THEREFORE, I, Damien Boley, Mayor of the City of Smithville Missouri, do hereby proclaim May 4-10, 2025, to be

MISSOURI LOCAL GOVERNMENT WEEK

in the City of Smithville and urge all citizens to join me in recognizing local governments as they serve their communities.

PROCLAIMED THIS 6TH DAY OF MAY, 2025

Damien Boley, Mayor

PUBLIC SERVICE RECOGNITION WEEK

May 4 - 10, 2025

Proclamation

PUBLIC SERVICE RECOGNITION WEEK

May 4–10, 2025

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, public employees take not only jobs, but oaths; and

WHEREAS, public servants include administrative assistants, technicians, analysts, coordinators, specialists, inspectors, planners, clerks, supervisors, managers, auditors, accountants, engineers, and countless other occupations in operations, human resources, finance, information technology, engineering, community development, public works, parks and recreation, and administration; and

WHEREAS, day in and day out public servants provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Damien Boley, on behalf of the City Smithville, Missouri, hereby declares the week of May 4-10, 2025 as Public Service Recognition Week in the City of Smithville and encourage all residents to recognize the accomplishments and contributions of government employees at all levels – federal, state, county, and city.

PROCLAIMED THIS 6TH DAY OF MAY 2025.

Damien Boley, Mayor





Proclamation

May 2025 Older Americans Month

Whereas, May is Older Americans Month, a time for us to recognize and honor the City of Smithville's older adults and their influence on every facet of American society; and

Whereas, through their wisdom and wealth of life experiences older adults make immeasurable contributions to the community through intergenerational relationships, community service, civic engagement, and many other activities; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and thrive; and

Whereas, the City of Smithville must ensure that older Americans have the resources and support needed to stay independent and involved in their communities — reflecting our commitment to inclusivity and connectedness; and

Now, therefore, I, Damien Boley, Mayor of the City of Smithville, Missouri, do hereby proclaim May 2025 as Older Americans Month. This year's theme, "Flip the Script on Aging," encourages individuals and organizations in the community to challenge stereotypes and dispel misconceptions of older adults and to embrace the positivity of aging.

I, Mayor Damien Boley call upon all residents to join me in recognizing the value and contributions of our older citizens and promoting programs and activities that reshape how we perceive, talk about and approach aging.

PROCLAIMED THIS 6TH DAY OF MAY 2025



Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Administration/ Parks

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
 - April 15, 2025 Board of Aldermen Special Session Minutes
 - April 15, 2025, Board of Aldermen Work Session Minutes
 - April 15, 2025, Board of Aldermen Regular Session Minutes
 - April 17, 2025 Board of Aldermen Retreat Minutes

- **Resolution 1464, Sports League Contract with Warrior Youth Football Club**

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

SUMMARY:

Voting to approve would approve the minutes and Resolutions.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

**SMITHVILLE BOARD OF ALDERMEN
SPECIAL SESSION**

April 15, 2025 6:00 p.m.
City Hall Council Chambers

1. Call to Order

Mayor Boley called the meeting to order at 5:57 p.m. A quorum of the Board was present: Marvin Atkins, Melissa Wilson, Leeah Shipley, Kelly Kobylski, Dan Hartman and Ronald Russell.

Staff present: Cynthia Wagner, Gina Pate, Chief Lockridge and Linda Drummond.

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

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

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Special Session adjourned to the Executive Session at 5:58 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

April 15, 2025 6:30 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:34 p.m. following the executive session. A quorum of the Board was present: Melissa Wilson, Marv Atkins, Leeah Shipley, Kelly Kobylski, Ronald Russell and Dan Hartman.

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

2. Discussion of Banking Services

Finance Director Rick Welch presented the current banking contract and timeline for the bid process.

Current Banking Contract

Missouri statutes require fourth-class cities to periodically solicit bids for banking services, outlined in RSMo Section 95.280

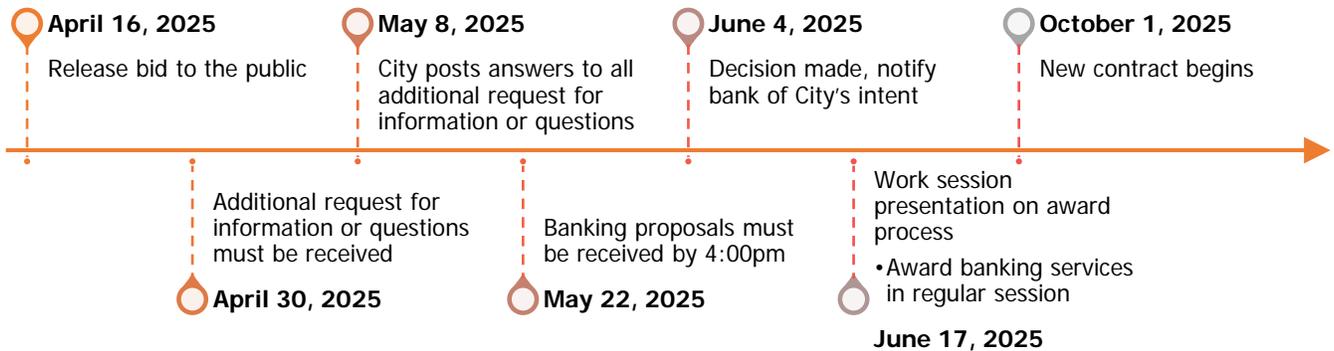
The banking services currently provided by Central Bank, previously Platte Valley Bank.

Resolution 709 was approved on June 18, 2019.

No stated timeframe of current contract.

Central Bank is aware of the City's intention to go out to bid.

Banking Services RFP Timeframe



Required Qualifications

- Insured by the Federal Deposit Insurance Corporation (FDIC)
- Eligible to be a depository of City funds including a full-service branch in Smithville
- Online cash and securities member of the Federal Reserve
- Provide 100% collateralization of all City deposits
- Provide credit information from a nationally recognized rating organization such as Moody's, Standard & Poor's, etc.
- Have the capacity of providing all Required Banking Services internally (no 3rd party)

Decision Making Process

Review of submitted proposals:

- Rick Welch, Director of Finance
- Cynthia Wagner, City Administrator
- Board member
- Board member

Evaluation of submitted proposals:

- Minimum qualifications met
- Requested banking services
- Optional banking services
- Other value-added services noted
- Interest rate calculation

Rick asked for two Board members to be part of the review of the submitted proposals.

Alderman Wilson and Alderman Russell volunteered.

3. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:41 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

April 15, 2025 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, Kelly Kobylski, Dan Hartman, Melissa Wilson and Ron Russell.

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

2. Pledge of Allegiance lead by Alderman Hartman

3. Consent Agenda

• **Minutes**

- April 1, 2025, Board of Aldermen Work Session Minutes
- April 1, 2025, Board of Aldermen Regular Session Minutes

• **Finance Report**

- Finance Report for March 2025

• **Resolution 1462, Liquor License – The Lake Stop, LLC**

A Resolution issuing a liquor license to Elizabeth Wilmoth, Managing Officer of The Lake Stop, LLC doing business at 122 North 169 Highway, Unit G.

• **Resolution 1463, Leak Adjustment**

A Resolution approving a water and wastewater leak adjustment request for Corey Reynolds in the amount of \$193.43.

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

No discussion.

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Alderman Wilson reported on the April 8, 2025 Planning and Zoning Commission meeting. Construction activities are progressing at Clay Creek Meadows, with extensive grading currently underway. At 110 Smithville, foundation pouring has commenced.

Sidewalk construction on Commercial Street is scheduled to begin in June.

Construction is in progress at Nodaway Valley Bank near McDonald's and at Fairview Crossing Townhomes.

At Richardson Street Plaza, adjacent to the post office, a site plan for the north lot is expected to be presented soon. Phase II of Fairview Crossings is should also be coming soon.

The RV storage facility is planning to seek approval for three additional buildings.

5. City Administrator's Report

Cynthia highlighted a few items from her report. She extended our gratitude to the public for their support of Proposition P, which was on the ballot last week. Cynthia reminded the Board and the public that the collection of these taxes will not begin until October 1 of this year. Businesses will submit these taxes to the Department of Revenue, which will then remit them to the local municipalities. We anticipate that these revenues will start trickling in after the first of the year in 2026. We will begin developing a budget for this fund, which staff will bring forward to the Board to discuss. Staff will continue to monitor the performance of our existing sales taxes to help us develop projections for the 2026 budget for the Public Safety Sales Tax Fund.

Regarding the sewer service line issues at City Hall, the repair estimates exceed Cynthia's expenditure authority. Based on Public Works Director Chuck Soules's recommendation, staff has added this as an addendum to another downtown project, hoping to obtain favorable estimates. This will be included in the bid already out for a downtown project, and we will need to bring forward a budget amendment since we do not have expenditure authority for the project at this point.

The City Administrator's report includes updates on various projects that Development Director Jack Hendrix and his staff and the Planning Commission are reviewing, including accessory dwelling units (ADU's) and the South Employment Overlay District.

Cynthia noted that she had received several calls and complaints regarding parking in the downtown area. She noted that staff has responded that we encourage everyone to communicate, cooperate, and be respectful of other businesses in the area.

Assistant City Administrator Gina Pate will be presenting at the International City/County Management Association (ICMA) conference in October. She has been invited to serve on a panel and present about our Citizens Academy and the development of citizens academies for small communities.

Cynthia noted that attached to the City Administrator's report is the 2024 Solid Waste annual report provided by GFL.

Over the past couple of weekends, the City hosted events for e-waste and shredding and the household hazardous waste collections at the high school. She thanked Mayra Toothman and staff for coordinating these events. Many City staff members and volunteers participated in both the e-waste and shredding and the household hazardous waste events. Over 300 cars attended the household hazardous waste collection last weekend.

We had a successful ribbon-cutting ceremony for the latest phase of streetscape on North Bridge this morning, and we appreciate everyone who attended.

Gina met with Carol Noecker, who is coordinating the Real World Learning program. Gina also met with Brayden Smith, a sophomore at Smithville High School. Brayden will be working on a client-connected project to update photos of city landmarks and staff, refreshing our website

and social media marketing materials. The goal is to complete this project by the end of the school year. We are excited to collaborate with the school district and use Brayden's talents.

Finally, we received an email from Shauna Houghton, coordinating the Lakefest Committee parade. She expressed a desire for the city to have a float for elected officials and staff. Cynthia asked if the Board is interested and, if so, staff will work with the committee to develop and sign up participants for the float.

Alderman Hartman said he thought it would be a lot of fun to have City employees, and the Board of Aldermen show up and our support.

Mayor Boley noted that with the addition of the cardboard dumpster at the Price Chopper parking lot everyone needs to ensure that all cardboard waste is properly disposed of in these dumpsters. Occasionally, items may fall out, but the City staff has been diligent in picking up any that has blown out at the dumpster at City Hall. The cardboard dumpster at the Price Chopper location, is more visible and situated on a windy hill so and everyone needs to take extra care in making sure the cardboard is inside the dumpster and to Price Chopper for allowing the dumpster to be placed there.

Cynthia thanked the Mayor for addressing this matter. GFL has generously agreed to provide an additional service by supplying an additional dumpster at the Price Chopper location. We ask that everyone monitor these dumpsters and be respectful of their placement. Staff are working with GFL to ensure they are emptied as frequently as possible. This additional service has not resulted in any rate increases, so everyone must be respectful of the property where these dumpsters are located. We are grateful for the service GFL is providing.

ORDINANCES & RESOLUTIONS

6. Bill No. 3060-25, Conditional Use Permit, Transfer Station – 1st Reading

Alderman Atkins moved to approve Bill No. 3060-25, amending the zoning Ordinance of the City of Smithville, Missouri by and granting a conditional use permit to Northland Recycle & Transfer for a transfer station for municipal solid waste at 14820 North Industrial Drive. 1st reading by title only. Alderman Hartman seconded the motion.

Public Comment

David Finke, 9350 Highway E, Camden Point, owner of Northland Recycle and Transfer, 14820 Industrial Drive. He explained to the Board the reason for wanting this change for their business. Mr. Finke noted that the St. Joseph landfill is planning to significantly raise their rates in January and will prohibit people from outside of the area from using it. They are wanting to offer the service at their location so businesses like Red Gate can avoid having to go to St. Joseph or downtown Kansas City. Mr. Finke said that their goal is to keep the cost down, keep it efficient and service the people in the area.

Alderman Wilson gave each of the Board the EPA's Waste Transfer Stations: A Manual for Decision-Making. She noted that she had recently read an article from the EPA on solid waste management, which raised several questions. One of the key points highlighted was the importance of managing odors. The article recommends removing all waste at the end of each operating day and not allowing any waste to remain on-site overnight. It also emphasizes the need to frequently clean and wash down the tipping floor or surge pit.

Alderman Wilson asked Mr. Finke to confirm if they have the capabilities to wash down their tipping floors and surge pits as recommended.

Mr. Finke explained that initially they were planning on C & D (construction and demolition) recycling, but there is a fall in the concrete floor that directs any spills or cleaning runoff to the back of the building. This system includes a drain that channels the liquid to a lower level, where it is collected in an external container equipped with an oil and sand filter tank. This tank ensures that the liquid does not enter the stormwater or sewer system; instead, it is pumped out and transported to the Kansas City Wastewater Treatment facility as needed. The state conducts tests on this water, typically on a quarterly basis, to ensure there are no issues.

From the moment waste is dumped on the tipping floor, it remains there for no more than 10 minutes before being loaded into semi-trailers. These trailers are tarped inside the building and then transported to the Johnson County landfill. At the end of each day, the floor and building are cleared of all waste. Nothing is left in the building or the trailers that are inside.

They maintain and clean the floor throughout the week, and on Saturdays they are required by the state to sanitize and wash the entire facility floor.

Alderman Wilson moved to postpone Bill No. 3060-25, until the May 6 Board of Aldermen meeting to give the Board time to review the EPA's [Waste Transfer Stations: A Manual for Decision-Making](#). Aldermen Hartman seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3060-25 postponed to the May 6 Board of Aldermen meeting.

OTHER MATTERS BEFORE THE BOARD

7. Public Comment

Jamie Cole, BG Consultants, Inc., 1500 South US 169 Highway, introduced himself and his firm to the Board. He noted that they are an engineering, architecture, and surveying firm specializing in infrastructure projects, including water and wastewater systems, as well as municipal facilities. Their expertise spans the entire spectrum of engineering and architecture.

Currently, they have opened a diversified building complex at 1500 US-169 Ste C, as a temporary facility to begin operations. They are constructing a permanent facility at Richardson Plaza, and plan to relocate this summer. At present, they have four employees working in Smithville, but their new facility is designed to accommodate 17 to 18 employees. Over the next few years, they plan to expand their team, with more employees working, living, and supporting local businesses in Smithville.

Mr. Cole noted that they would like to extend their gratitude to Show Me Real Estate for assisting them in finding suitable locations, despite the challenges of available space. He added that if anyone has questions or wishes to learn more about their business to contact him. He thanked the Board for allowing them to introduce their selves, and noted that they look forward to serving the city.

8. Election of Mayor Pro Tem

Alderman Hartman nominated Alderman Atkins for Mayor Pro Tem. Alderman Wilson seconded the nomination. No other nominees.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Atkins as Mayor Pro Tem.

9. Election of Planning Commission Representative

Alderman Hartman nominated Alderman Wilson for Planning Commission Representative. Alderman Atkins seconded the nomination. No other nominees.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Wilson as Planning Commission Representative.

10. Election of Parks and Recreation Committee Representative

Alderman Wilson nominated Alderman Shipley for Parks and Recreation Committee. Alderman Atkins seconded the nomination.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Shipley as Parks and Recreation Committee Representative.

11. Appointment

The Mayor nominated Alderman Russell as the Economic Development Representative.

By roll call vote.

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

Ayes – 2, Noes – 3, Abstained – 1, motion failed.

The Mayor asked the Board for their nomination for the Economic Development Representative.

Alderman Hartman nominated Alderman Kobylski. Alderman Wilson seconded the motion.

Upon roll call:

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

Ayes – 4, Noes – 0, Abstained – 2, motion carries. The Mayor declared Alderman Kobylski Economic Development Representative.

12. New Business from the Floor

Mayor Boley asked Jack to look into a moratorium on future transfer stations and what they City would need to do to restrict the number of storage units and car lots.

13. Adjournment to Executive Session Pursuant to Section 610.021(3) RSMo.

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

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries.

The Mayor declared the meeting adjourned to Executive Session Pursuant to Section 610.021(3)RSMo at 7:25 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
RETREAT MINUTES
April 17, 2025**

A Retreat of the Smithville Board of Aldermen was held on April 17, 2025 at Northwest Missouri State University-Kansas City building located at 6889 North Oak Trafficway, Gladstone.

Present: Mayor Damien Boley; Board members: Melissa Wilson, Leeah Shipley, Dan Hartman, Dan Hartman, Marvin Atkins, Kelly Kobylski and Ronald Russell.

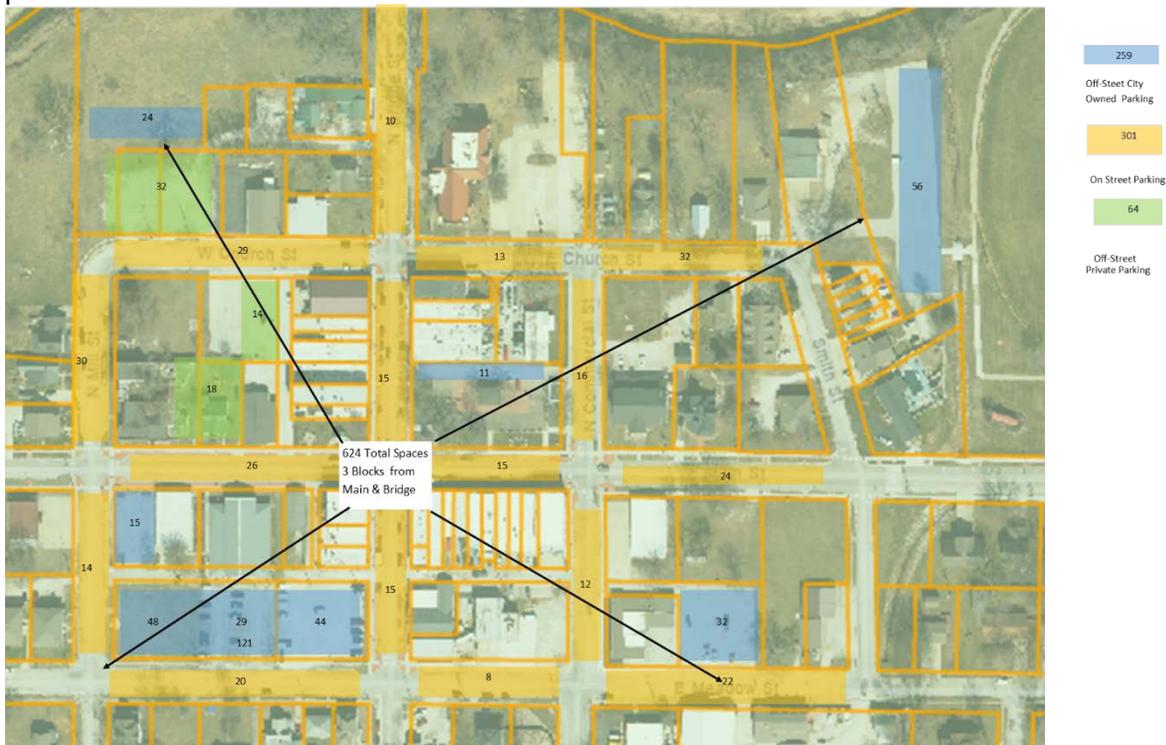
Staff: Cynthia Wagner, Gina Pate, Jack Hendrix, Jason Lockridge, Rick Welch, Chuck Soules, Matt Denton, Linda Drummond, Tony Roetman, Mayra Toothman, Brandi Schuerger, Alex Threlkeld, Chase Stewart, Scott Davis and Dave Schuerger.

Call to Order

Mayor Boley called to order the Retreat at 9:33 a.m. on Thursday, April 17.

Cynthia noted that staff sought feedback from the Board as they prepare the FY2026 budget. The strategic plan from 2019 requires a refresh, with a focus on more measurable goals. Key themes from discussions with Board members include continued emphasis on economic development, housing diversification, parks and recreation improvements, and balancing the small-town feel with growth. They explored ways to implement the strategic plan, including collaboration, community engagement, and resource stewardship. There was also discussion about enhancing communication strategies to better reach citizens.

Cynthia presented information on downtown parking availability, indicating there are over 600 spaces within a three-block radius. The Board noted they would like this communicated with the public.



The discussion covered various aspects of Smithville's development and infrastructure. Cynthia highlighted progress in downtown improvements, including street and sidewalk renovations. The group emphasized the need for continued focus on infrastructure, particularly streets, water, sewer, and sidewalks. They also discussed the importance of economic development, attracting businesses, and creating diverse housing options. The conversation touched on the challenges of promoting affordable housing and the need to communicate the value of development to the community. The Board agreed on the importance of supporting local businesses and entrepreneurs, as well as improving hospitality and communication about new developments in the area.

The group discussed various economic development issues and opportunities for the city. They considered attracting more professional businesses, potentially offering incentives like tax abatements, and the need to review and update economic development policies. The conversation also addressed improving downtown infrastructure, filling gaps in sidewalks, and the importance of having businesses open on weekends to support tourism. The Board recognized that while they cannot regulate business hours, they can encourage extended hours through communication and marketing efforts.

The Board reviewed the results of a SWOT analysis, focusing on the city's strengths, weaknesses, opportunities, and threats. They highlighted the city's strong community, effective leadership, and quality of life as strengths. Weaknesses included economic challenges, infrastructure constraints, and limited entertainment options. Opportunities for improvement included economic development, infrastructure upgrades, and enhancing community identity. The Board also addressed the issue of negative talk about the city, emphasizing the need to focus on positive aspects while still addressing valid concerns. They stressed the importance of balanced communication and not letting negative comments overly influence decision-making.

The group discussed the results of a SWOT analysis conducted with Board members and department directors. The analysis identified strengths, weaknesses, opportunities, and threats related to the city's development, public safety, governance, and internal operations. Key points included concerns about maintaining the small-town character while growing, the need for strategic planning and communication, and challenges with staffing and infrastructure.

The group discussed strategic planning priorities and reviewed financial data, focusing on property tax and sales tax trends. They noted significant growth in commercial property tax revenue over the past five years, with commercial properties now comprising a larger portion of total property tax revenue compared to residential properties. Sales tax revenue has also increased substantially, though there is uncertainty about future projections due to economic conditions. The group examined data on assessed property valuations, including the impact of tax increment financing (TIF) districts. They plan to update projections and analyze sales tax data by category as they move into the budget process. There was some discussion about how to present the financial information clearly, particularly regarding TIF impacts on property tax revenue.

Gina presented updates on the city's compensation, including recent market adjustments and union agreements. They discussed potential changes to benefits, such as enhancing retirement plans and implementing sick leave buyback programs. They also reviewed the results of an employee benefit survey. The career development program's first year was highlighted, noting promotions and internal hiring successes. The Board provided direction to focus on CPI-based

increases, explore LAGERS enhancements, and conduct a staffing needs analysis. They also discussed the shift from merit-based evaluations to career development plans.

Staff provided an update on the status of various projects included the new website, which is expected to be fully live by March 15. The budget for the year includes funds for a follow-up citizen survey and the recruitment of a financial analyst. Staff highlighted departmental needs which will be presented to the Board at the May 20 budget work session. Discussion at that meeting will also include a budget for the newly approved public safety sales tax.

The Board discussed two funding requests from external organizations and considered how to handle such requests in the future. They also reviewed existing partnerships with Main Street and the Chamber of Commerce. The discussion then shifted to preparations for the 2026 World Cup, including potential plans for an enhanced July 4 celebration to coincide with matches. The Board considered options for marketing Smithville to World Cup visitors, including geo-targeting and website development. They recognized the potential economic impact of the event and discussed ways to attract visitors to the area.

The team discussed the utility budget, focusing on projects and the need for rate increases. They also discussed the potential impact of decreasing rates on revenue and the need for a rate study to determine the best approach.

A follow up work session will be held on April 29, at 6:00 p.m. for discussion on the capital improvement projects. Additional work session discussion of several other items was also recommended. These discussion will be added to the planning calendar.

Adjourn

The Mayor declared the retreat adjourned at 4:48 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1464, Smithville Warriors Youth Football Contract

REQUESTED BOARD ACTION:

Motion to approve Resolution 1464, authorizing and directing the Mayor to enter into an agreement with Smithville Warrior Youth Football Club for use of City park land.

SUMMARY:

The City of Smithville and the Smithville Warriors Youth Football Club enter into an annual contract to utilize portions of Smith's Fork Park for fall football practices.

Both parties met and discussed potential changes to their obligations before proceeding with the annual contract. Some of those changes were:

- Due to the size of the youth football program, staff and the club have agreed to continue using the outfield of Smith's Fork Field 1 and 2 for flag football practice on Tuesdays only.
- The football club will be responsible for providing their own lawn care, not including mowing, on the football fields only, ensuring the fields are maintained in good condition throughout the year. Ball fields will remain under the City's responsibility.
- The football club will meet with the Parks and Recreation Director to discuss the scope of the Association's field maintenance, before starting the field maintenance program for the year, which program will include seeding and fertilizing.
- The Association is authorized to perform routine maintenance and necessary improvements within the approved football field area, including but not limited to general upkeep and the use of its own equipment. Any proposed improvements, whether temporary or permanent, must receive prior approval from the Parks and Recreation Director and, if required, the United States Army Corps of Engineers.

The Association shall be responsible for any damage resulting from its maintenance activities or improvements. If damage occurs and repairs are not

completed in a timely manner, as determined by the City, the City may perform or contract for the necessary repairs, and the Association agrees to reimburse the City for all costs incurred. Additionally, the Association is responsible for the proper disposal of all materials and waste generated from its maintenance or improvement activities.

All approved permanent improvements shall become the property of the City upon completion.

- The Football Club will be increasing their insurance coverage from one million dollars to two million dollars to comply with City insurance requirements.

The City of Smithville and the Smithville Warriors Youth Football Club have agreed on the new terms to renew an annual contract for use of city park land and facilities for youth sports. The contract period is from July 29, 2025, to November 15, 2025.

PREVIOUS ACTION:

The City enters into contracts annually with the Smithville Warriors Youth Football league.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

ATTACHMENTS:

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

RESOLUTION 1464

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SMITHVILLE WARRIORS YOUTH FOOTBALL CLUB FOR THE USE OF CITY PARK LAND

WHEREAS, the association desires to use a portion of the City's parks for conducting youth football practices; and

WHEREAS, it is in the City's best interest to enter into an agreement; and

WHEREAS, the City and Smithville Warriors Youth Football have met and discussed said fees and obligations; and

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

THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE ATTACHED AGREEMENT WITH SMITHVILLE WARRIORS YOUTH FOOTBALL FOR THE 2025 SEASON.

PASSED AND ADOPTED by the Mayor and Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 6th day of May 2025.

Damien Boley, Mayor

ATTEST:

Brandi Schuerger, Assistant City Clerk

AGREEMENT

THIS AGREEMENT was entered into this 6th day of May 2025, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City"), and **SMITHVILLE WARRIORS YOUTH FOOTBALL**, a not-for-profit corporation ("Association"), as follows:

WHEREAS, the Association desires to use a portion of the City's parks for conducting fall football games and practices for youth, and

WHEREAS, the Association desires to make improvements to the City's football fields, and

WHEREAS, the City and the Association have met and discussed said fees and the impact they will have on Association membership, and

WHEREAS, the Association desires that the City, for a fixed cost to the Association, provide certain services in connection with the Association's use of the City park, but desires to provide other necessary services at their own cost, subject to the City's supervision and review, and

NOW, THEREFORE, it is agreed as follows:

FEE

1. The Association agrees to pay \$2,280.00 for the fall 2025 season (July 29, 2025, to November 15, 2025) before September 1, 2025, for the use of the City's football fields.
2. If payment is not received for the current year's fall season by September 1 of the respective year, all play will be canceled until full payment is received.

USE OF PARKS

3. It is agreed that the Association shall be entitled to the use of the City's football fields as follows:
 - a. Game fields and practice areas are generally located by the river at the spillway in Smith's Fork Park.
 - b. Outfield of Smith's Fork Field 1 and Field 2 on Tuesdays.

ASSOCIATION'S OBLIGATIONS

4. The Association agrees that it will:

- a. Routinely clean and keep the interior of the concession building and storage container at Smith's Fork Park in an orderly manner during the organization's use. Nothing is to be stored outside at any time.
- b. Assume liability for the Association's own equipment and inventory stored at the concession stand.
- c. Will meet with the Parks and Recreation Director to discuss the scope of the Association's field maintenance, before starting the field maintenance program for the year, which program will include seeding and fertilizing.
- d. Pay for electrical service for existing field lights during the season defined as July 31 through November 15.
- e. Provide the Parks and Recreation Director with a copy of each season's practice schedule before the season begins and notify the Parks and Recreation Director of any schedule changes throughout the season.
- f. Provide trash pickup, dump barrels, and pick up and remove litter at football fields, concession stand, and the immediate surrounding areas daily unless deemed unnecessary due to low volume or lack of use.
- g. Provide additional portable toilets at the association's expense when city restroom facilities are closed or if needed.
- h. All Association activities shall occur between the hours of 6:00 a.m. and 11:00 p.m.
- i. Be responsible for providing their own lawn care, not including mowing, on the football fields only, ensuring the fields are maintained in good condition throughout the year. Ball fields will remain under the City's responsibility.

CITY'S OBLIGATIONS

5. The City agrees that it will:
 - a. Provide football fields as described above.
 - b. Layout football fields, including painting lines before the season.
 - c. Provide, maintain, and repair the electrical service for existing ball field lights.
 - d. Maintain parking areas at Smith's Fork Park.

- e. Supply trash cans.
- f. Paint lines on fields eleven (11) times during the season and provide paint
- g. Provide access to the concession building as described above.
- h. Maintain and winterize the irrigation system on the game field
- i. Winterize concession building

OTHER AGREEMENTS

- 6. The City reserves the right to inspect facilities and request repair for damage specifically caused by the association as herein agreed by the Association. If repairs are not performed on time, the City may perform or contract for the repairs and bill the Association, and the Association agrees to pay any such bill incurred.

ADDITIONAL IMPROVEMENTS

- 7. Both parties recognize that the use of the above-mentioned parks is for the general public, and thus, all use thereof is solely with the consent of the City. It is further recognized, however, that the Association would like the City to consider allowing them to provide additional amenities in the park, which would make the Association's use for youth football more beneficial. It is further understood that any permanent improvement placed in the park by the Association, with the City's approval, shall thereafter belong to the City.
- 8. The Association is authorized to perform routine maintenance and necessary improvements within the approved football field area, including but not limited to general upkeep and the use of its own equipment. Any proposed improvements, whether temporary or permanent, must receive prior approval from the Parks and Recreation Director and, if required, the United States Army Corps of Engineers.

The Association shall be responsible for any damage resulting from its maintenance activities or improvements. If damage occurs and repairs are not completed in a timely manner, as determined by the City, the City may perform or contract for the necessary repairs, and the Association agrees to reimburse the City for all costs incurred.

Additionally, the Association is responsible for the proper disposal of all materials and waste generated from its maintenance or improvement activities.

All approved permanent improvements shall become the property of the City upon completion

CONCESSION STAND

9. Any proposed improvement or modifications to the City's concession building may be made only after specific approval by the Parks and Recreation Director and the United States Army Corps of Engineers.

INDEMNIFICATION

10. The Association hereby agrees to indemnify and save the City safe and harmless from any liability incurred as a result of the Association's use of the City parks as above set out, and specifically agrees to name the City as an additional party insured on its general liability insurance policy, which shall be in an amount not less than Two Million Dollars (\$2,000,000.00) or such higher amount in the future years as the then current sovereign immunity limits of the State of Missouri.

ADVERTISING AND FUND-RAISING

11. The Association has the right to place team banners around the field during the defined season of July 29-November 15, 2025. These banners will be removed after the season.

ADA ACCOMMODATIONS

12. The association shall make reasonable accommodations for spectators and participants with disabilities when notified that such a need exists.

BREACH OF CONTRACT

13. In the event either the Association or the City remains in breach of this contract after receiving ten (10) days' written notice of such breach from the other party, then the non-breaching party may declare this contract null and void by notifying the breaching party in writing.

CHANGE IN THE USE OF FIELDS

14. The Association is the only organized football entity using the City's football fields. The City intends to allow the widest possible use of its municipal parks and to attempt to resolve any conflicts in their use. In the event, however, that other football associations request the use of the City's football fields and conflicts with the terms of this contract, which cannot be reasonably resolved, then the City reserves the right to terminate this contract by delivering written notice on or before December 31st of such year.

PUBLIC RESTROOM FACILITIES

15. All public restroom facilities in City parks are open to the public from April 15 to October 15.

IN WITNESS WHEREOF, the parties have entered this Agreement the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

By _____
Mayor Damien Boley

ATTEST:

Brandi Schuerger, Assistant City Clerk

SMITHVILLE WARRIORS YOUTH FOOTBALL

By _____



City Administrator's Report

May 1, 2025

Community Outreach – Internet Safety Class for Parents

On Wednesday, April 30, 2025, SRO Buchheit and Detective Knowles hosted an internet safety class for parents as part of a new initiative to support youth online safety. The session focused on common communication platforms used by kids and teens, how to check and adjust privacy settings, signs of concerning online activity, and tips for developing safe digital habits at home. Four parents attended the first class, and all feedback was positive. Plans are in place to offer additional sessions in the fall as the new school year begins.

Thank You for a Successful Household Hazardous Waste Event!

We had a great turnout at our recent Household Hazardous Waste Event, with around 300 cars participating! Thanks to everyone who came out to safely dispose of hazardous materials like oil, cleaning supplies, batteries, paint, and more. A huge thank you to our volunteers who made this event possible.





Ribbon Cutting | Streetscape Phase III Project

On April 15, we held a ribbon-cutting ceremony to celebrate the completion of the Streetscape Phase III project. Thank you to everyone who made this project possible and to our residents for their patience throughout the process. We are excited to see this improvement completed and appreciate all who joined us for the event.



Senior Center Update

Attached is an update on activities and programs through the Senior Center for the first quarter of 2025.

Parking on Downtown Streets

As previously noted, staff has seen an increase in the number of calls and concerns relating to parking in the downtown business district. The Code of Ordinances does not provide the authority to enforce parking limits or restrictions on parking. Parking

generally operates under an informal “good neighbor” approach, relying on the cooperation and mutual consideration of downtown property owners and tenants.

Staff has developed a map of parking spaces in the downtown area. This map is attached. As outlined, there are 624 total spaces within a three block radius of the intersection of Main and Bridge Streets. In the attached map, the blue areas are off-street city owned parking lots, the orange/yellow areas are on-street public parking and the green areas are off-street parking areas privately owned.

We continue to encourage businesses to engage in open communication and work together to coordinate parking practices that serve the best interests of all, including encouraging employees to use spaces that do not interfere with customer access or the operations of neighboring establishments.

Smithville Senior Center Q1 2025 Report

1st Quarter Goals

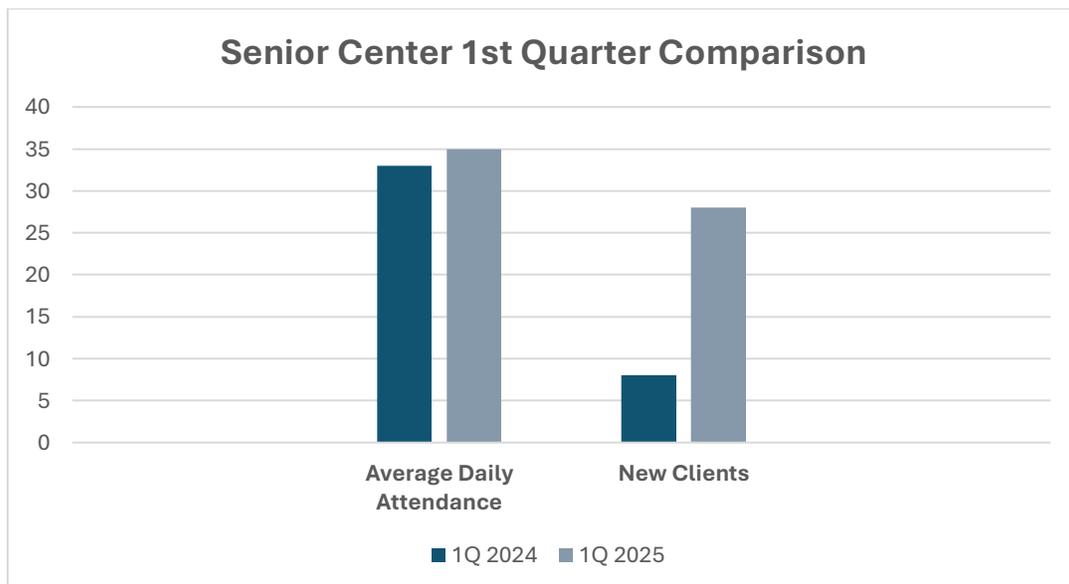
1. Expand operations to five days a week by adding programming and lunch service on Tuesdays and Thursdays.
2. Continue to grow the number of daily meals served, the number of daily clients, and the number of new clients from 2024.
3. Hire a part-time Senior Services Assistant.

Goal Achievement

1. Beginning in February, we added programming and lunch service consistently on Tuesdays and Thursdays.
 - A new fitness class, Mindful Movement, is offered every Tuesday. Attendance numbers and feedback regarding this class have been overwhelmingly positive.
 - On Thursdays, we've been offering arts and crafts classes and educational "Lunch 'n' Learn" presentations.
2. The number of meals served and the number of daily clients were down in the first quarter due to numerous days closed for bad weather. However, the number of new clients *increased* from Q3 '24 and was only slightly below that of Q4 '24.
3. At the end of February, we hired a part-time assistant (up to 15 hours per week) to help expand operations to five days a week and to provide coverage in the absence of the Senior Services Coordinator. Chanel has been an asset to the Senior Center, not only assisting with daily operations but also leveraging her extensive senior services background to engage with clients and enhance our programming.

Number of Seniors Served & Programs Offered

- The Senior Center was open for 40 service days in the first quarter. We were closed for 11 inclement weather days. *Despite the bad weather, we welcomed a total of 28 new clients, close to the number for 4th quarter 2024 (31).*
- 680 meals were served in the first quarter, an average of 22 meals per day on M/W/F and 6 meals per day on T/TH.
- **On average, 35 people visited the senior center daily.**





259

Off-Street City
Owned Parking

301

On Street Parking

64

Off-Street
Private Parking

24

32

29

14

18

26

15

48

29

44

20

10

13

32

15

11

16

15

24

30

14

15

12

8

22

56

22



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3060-25, approving a Conditional Use Permit for a Transfer Station at 14820 North Industrial Drive – 1st reading.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3060-25, amending the zoning Ordinance of the City of Smithville, Missouri by and granting a conditional use permit to northland recycle & transfer for a transfer station for municipal solid waste at 14820 North Industrial Drive. 1st reading by title only.

SUMMARY:

The original application was submitted on February 13, 2025 for a CUP to operate a transfer station on I-1 zoned land. The proposed new CUP would expand the current transfer station CUP for Construction and Demolition Waste to include Municipal Solid Waste. This new CUP would, as does the current use, involve transporting waste from various locations to the site to be weighed, then dumped inside a building. This waste would then be transferred into a much larger vehicle and be transported, along with several other trucks waste, to a sanitary landfill. Following a public hearing, the Commission was presented with draft findings of fact required by the ordinance. After discussion, the commission recommended approval of the CUP with conditions identified in paragraph C of the conclusions of law.

PREVIOUS ACTION:

Board Approval of C & D CUP on August 1, 2023, and Planning Commission hearings on April 8, 2025.

POLICY ISSUE:

Implementation of the Comprehensive Plan and Zoning Ordinance.

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input checked="" type="checkbox"/> P & Z meeting video |
| <input checked="" type="checkbox"/> Other: Findings of Fact, Public Hearing Evidence | |
| EPA Waste Transfer Station Manual | |

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicant: Northland Recycle & Transfer/Four Leaf Land LLC

Land Use Proposed: Transfer Station – Municipal Solid Waste

Zoning: I-1

Property Location: 14820 N. Industrial Dr.

Pursuant to the provisions of Section 400.570 concerning the minimum requirements for the issuance of a special use permit and based on the testimony and evidence presented in a public hearing of the Planning and Zoning Commission held on April 8, 2025, the Planning Commission of the City of Smithville, Missouri hereby makes the following *Finding of Facts and Conclusions of Law*.

Finding of Facts

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

5. There is sufficient parking for the anticipated vehicles.
6. All utilities will be constructed by the developer prior to this project, and additional stormwater reviews WILL occur at the site plan review of the building(s) themselves if and when changes may occur.
7. Adequate access roads and entrances are provided.
8. The Condition that applicant or future operators of any municipal solid waste transfer station agree to regular inspections for blowing trash and odors leaving the site, and which, if after notification by the City that trash and odors need to be contained or reduced, reasonable compliance with that notification is not met in a timely manner after consultation with the city, that the operations will immediately cease and desist. The applicant will be required to return to the Planning Commission thereafter to reinstate any such conditional use with any additional conditions as the Commission may deem necessary to obtain compliance.
9. That in rendering this Finding of Fact, testimony at the public hearing on April 8, 2025, has been taken into consideration.

Conclusions of Law

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

- A. This application and the granting of a Conditional Use permit is governed by Section 400.570 of the zoning ordinance of Smithville, Missouri.
- B. The proposed use complies with minimum standards required for the issuance of a conditional use permit as set out in Section 400.570 of the zoning ordinance.
- C. A conditional use permit should be granted to allow a transfer station at 14820 N. Industrial Dr. with the conditions stated in paragraph 8 above.

Planning Commission

BILL NO. 3060-25

ORDINANCE NO. 325X-25

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SMITHVILLE, MISSOURI BY AND GRANTING A CONDITIONAL USE PERMIT TO NORTHLAND RECYCLE & TRANSFER FOR A TRANSFER STATION FOR MUNICIPAL SOLID WASTE AT 14820 NORTH INDUSTRIAL DRIVE

WHEREAS, On April 8, 2025, the Planning Commission of Smithville, Missouri held a public hearing relative to a request for a conditional use permit; and

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

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

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

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

Lot 19, First Park 3rd Plat, commonly known as 14820 North Industrial Drive

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

The applicant or future operators of any municipal solid waste transfer station agree to regular inspections for blowing trash and odors leaving the site, and which, if after notification by the City that trash and odors need to be contained or reduced, reasonable compliance with that notification is not met in a timely manner after consultation with the city, that the operations will immediately cease and desist. The applicant will be required to return to the Planning Commission thereafter to reinstate any such conditional use with any additional conditions as the Commission may deem necessary to obtain compliance.

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

PASSED THIS 20th DAY OF MAY, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st Reading: 05/06/2025

2nd Reading: 05/20/2025



STAFF REPORT

April 4, 2025

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

Application for a Conditional Use Permit

Code Sections:

400.570 Conditional Use Permits

Property Information:

Address: 14820 N. Industrial Dr.
Owner: Four Leaf Land LLC
Current Zoning: I-1 with a CUP

Public Notice Dates:

1st Publication in Newspaper: March 27, 2025
Letters to Property Owners w/in 200': March 18, 2025

GENERAL DESCRIPTION:

The property owner is operating a Construction Demolition Waste Transfer Station at 14820 N. Industrial Dr. The site plan requirements for a demolition transfer station are substantially the same as that for a Municipal Solid Waste Transfer Station. However, a MSW station will likely generate substantially more traffic than a demolition station. The development itself is, however, designed to include traffic from industrial uses. As currently developed, the entire development is not subject to significant traffic, but it will likely increase with a MSW facility.

The applicant currently is authorized to operate a construction demolition transfer station with all transfer to occur inside the building, with exterior storage areas. The facility takes construction demolition in roll-off containers, dump the materials inside the building and then sort the materials into various types. Some of the materials will be recycled, some will be resold (metals) and the unusable materials will then be transferred to a C & D approved landfill. In the last several weeks, various city staff have specifically seen non-C & D vehicles entering the facility, dumping and departing. It appears that the applicant has exceeded its authority to operate a C & D transfer

station by accepting municipal solid waste. The waste stream itself is highly regulated by the EPA and DNR and we have not been provided with nor are we aware of any state permits for this use being issued.



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

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

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

- 1. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.** The use is specifically authorized upon approval of a Conditional Use Permit.
- 2. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.** The transfer station will potentially reduce the number of trash truck trips that must occur by consolidating the individual loads into one larger vehicle and ultimately reduce emissions.
- 3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.** The general location of the property, with the specific requirements that the material only be sorted inside the building itself will not significantly impact the adjacent or nearby industrial users, if, and only if a condition is placed upon the permit that allows for frequent

monitoring of the site for waste leaving the building and blowing in the wind as well as odors that may occur. This condition would also require the operator to take all reasonable steps indicated by the City to further reduce any odors.

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

a. The location, nature and height of buildings, structures, walls and fences on the site; and The location of the facility, as shown on the site plan layout shows a scale building where vehicles will enter to be weighed. The weighed trucks will then enter the 6,400 ft² building. All waste will be off-loaded, sorted, and then re-loaded into different vehicles to be transported to various recycling or landfill sites. The buildings on site will resemble the other buildings approved in the subdivision.

b. The nature and extent of landscaping and screening on the site. The perimeter of the area will have an 8' security fence that must meet the sight obscuring requirements of 80%.

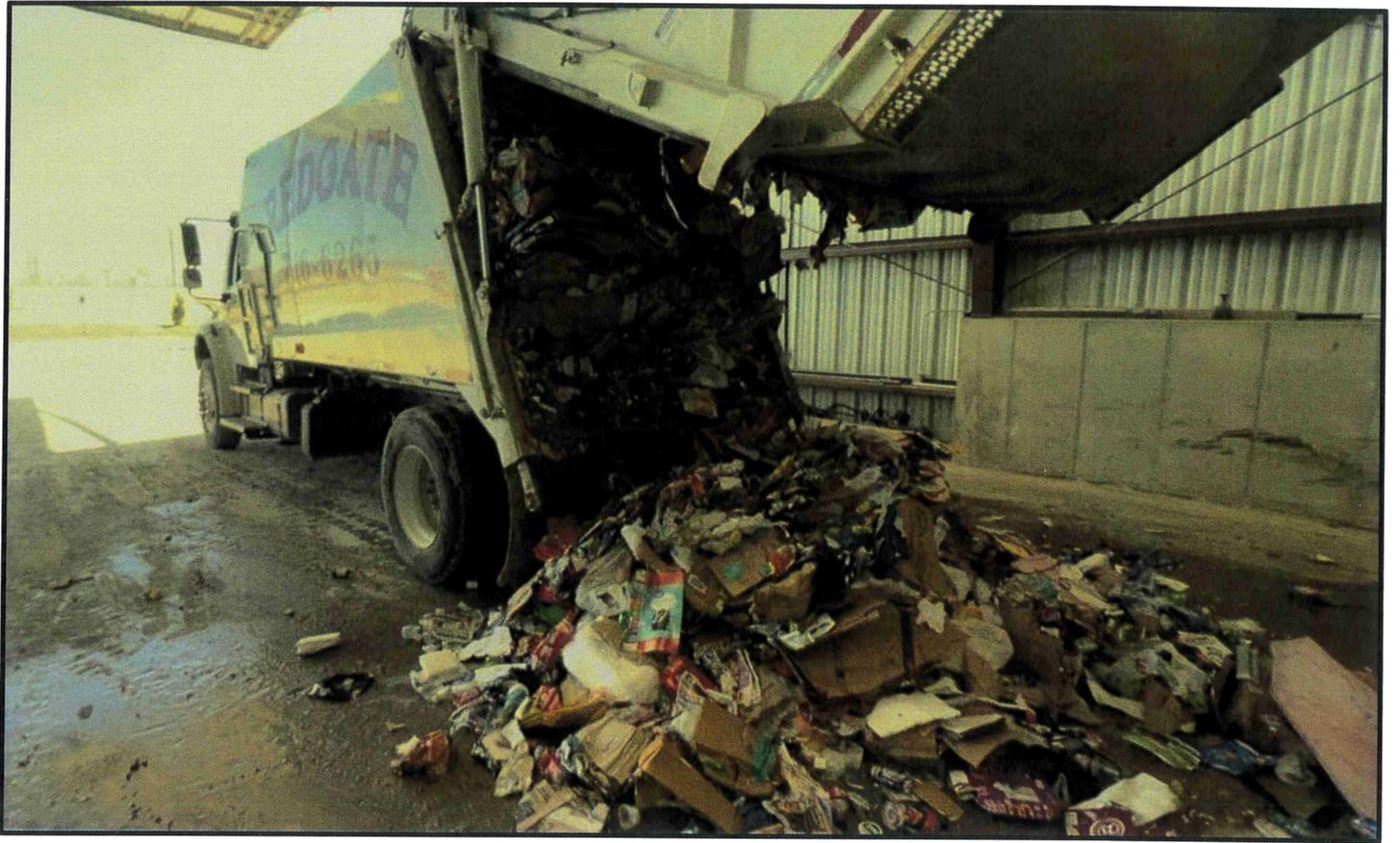
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect. The submitted layout includes adequate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

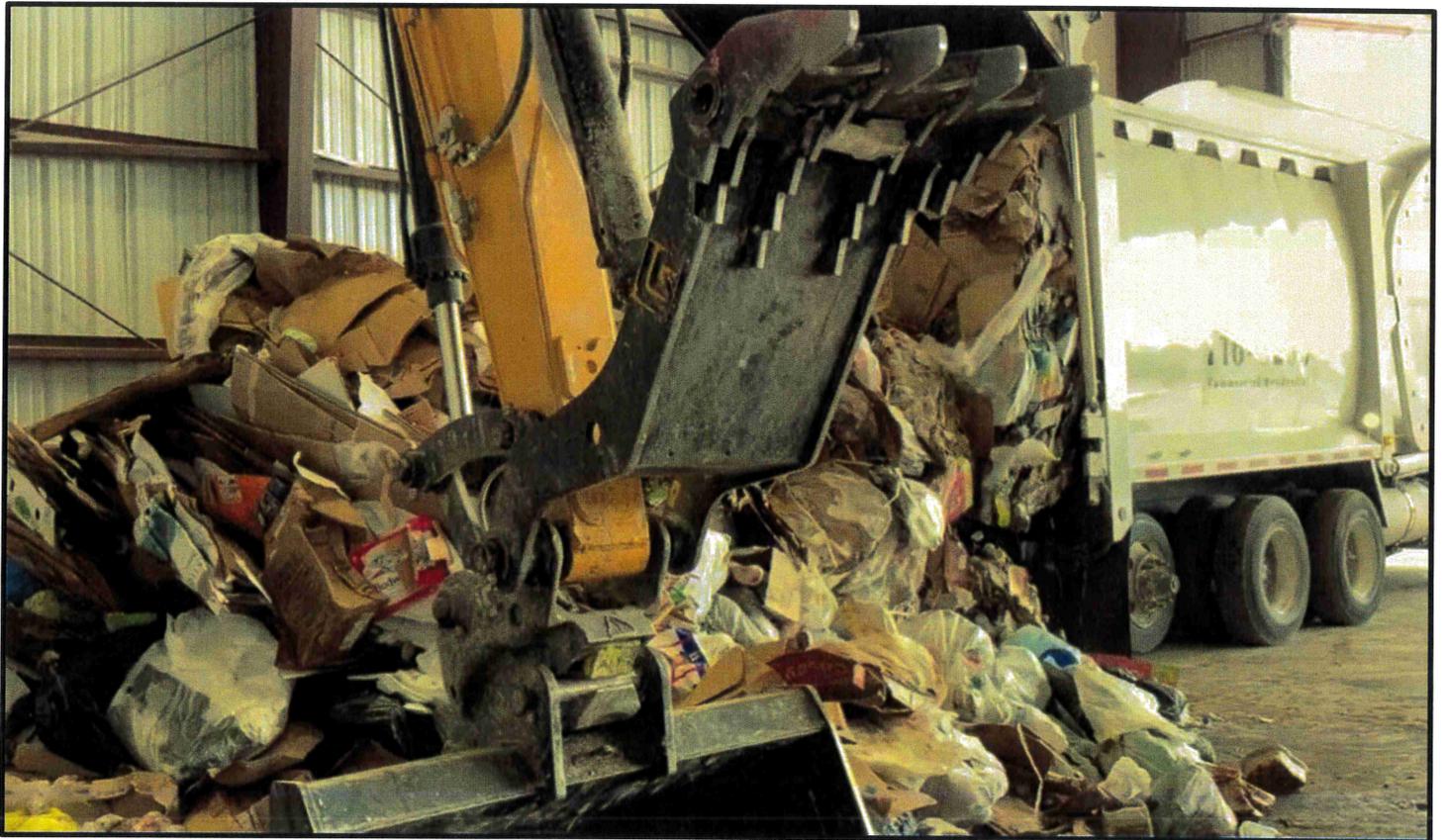
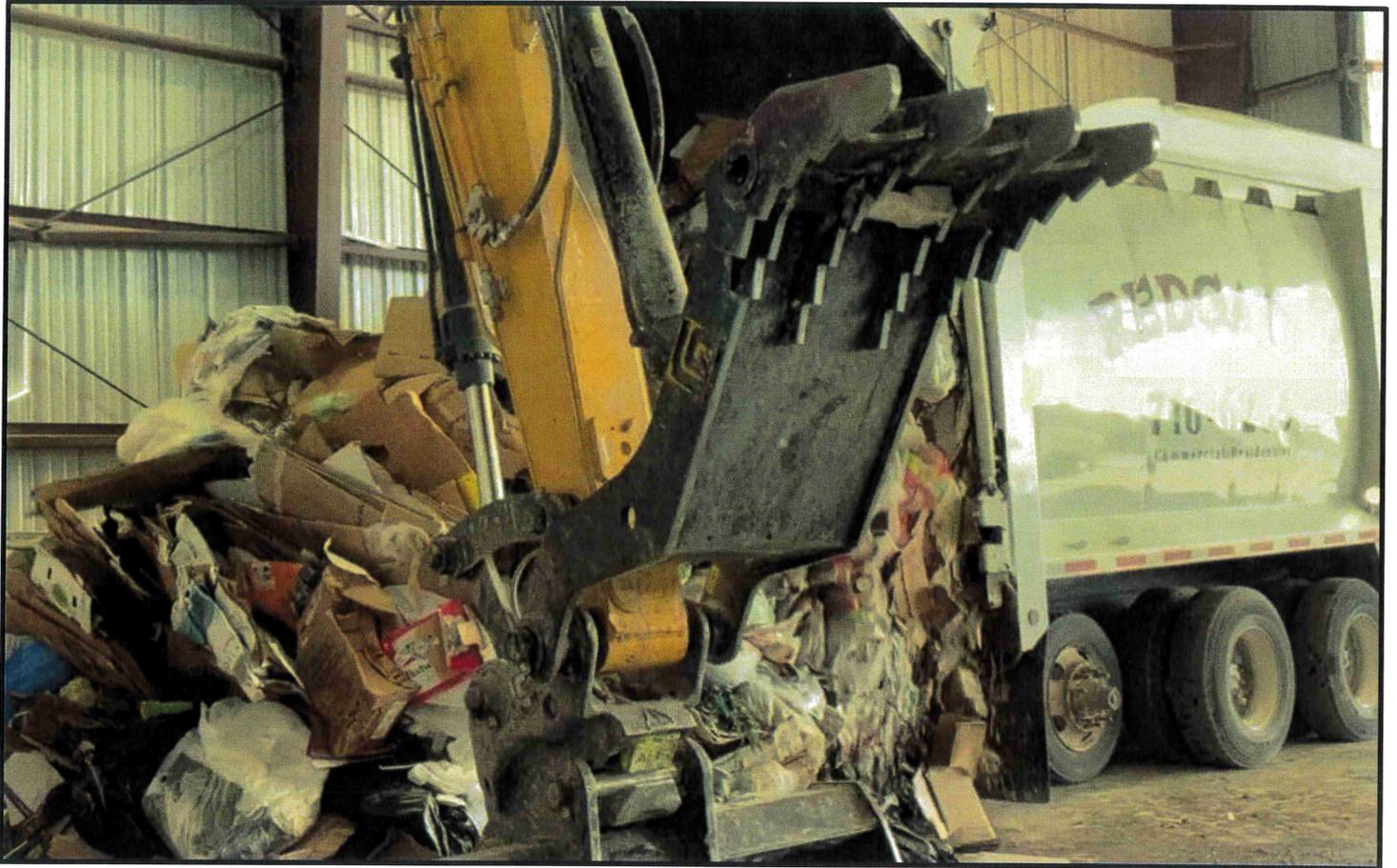
6. Adequate utility, drainage and other such necessary facilities have been or will be provided. The project already provided additional stormwater review during the building site plan process, but the subdivision plat is to include a large stormwater detention basin to the east of the facility. Since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

7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys. The use will not generate large amounts of traffic, but substantially more than the existing C & D facility. The traffic it does generate is handled by the current roadway system, and when 148th St. (now Commercial St.) gets extend further west to this site, there will be two separate ingress/egress points onto 169.

STAFF RECOMMENDATION:

Staff recommends the Commission ONLY recommend approval if an a condition is placed that authorizes the facility to be evaluated for trash and odor conditions both on site and off and the operation will stop if a notification is sent that requires additional trash and odor protections being approved by the City, as well as providing the city with all approved operating permits from the State of Missouri and United State as required by law.







Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Public Works

AGENDA ITEM: Approve Bill No. 3061-25, FY2025 Budget Amendment No. 8 – 1st and 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3061-25, amending the FY2025 Operating Budget to add \$112,156 to the Combined Water and Wastewater and \$4,500 to the General Fund expenditure budgets. Emergency Ordinance Sponsored by Mayor Boley - 1st and 2nd reading by title only.

SUMMARY:

This Budget Amendment includes an adjustment to the Combined Water and Wastewater Systems Fund adding \$112,156 for the Church Street and Mill Street watermain repairs and an adjustment to the General Fund adding \$4,500 to the FY2025 expenditure budget for repairs to the sanitary sewer line at City Hall.

This adjustment provides funding for RFP 25-11 concerning the Church Street and Mill Street watermain. The existing watermain is an aging cast iron line that has experienced multiple leaks and has been identified as requiring replacement. Although this project was not included in the 2025 CWWS budget, it is essential to proceed in order to ensure the continued integrity and reliability of the water distribution system.

The sanitary service line serving City Hall has experienced multiple backups over the past several years. Most recently, a sewer backup required the cancellation of a Board of Aldermen meeting. On March 19, a video inspection of the service line revealed a failure near the connection to the sewer main beneath Main Street. Although this project was not included in the 2025 CWWS budget, it is critical to move forward to ensure reliable and uninterrupted sanitary sewer service for City Hall.

PREVIOUS ACTION:

The Board previously approved the FY2025 Budget on October 15, 2024.

POLICY ISSUE:

Approving an amendment to the FY2025 Budget for infrastructure and facility maintenance.

FINANCIAL CONSIDERATIONS:

There are sufficient funds in the both the CWWS operations fund and General Fund for these expenses.

ATTACHMENTS:

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

BILL NO. 3061-25

ORDINANCE NO. 325X-25

AN ORDINANCE AMENDING THE FY2025 OPERATING BUDGETS TO ADD \$102,156 TO THE COMBINED WATER AND WASTEWATER AND \$4,500 TO THE GENERAL FUND EXPENDITURE BUDGETS

WHEREAS, pursuant to Ordinance 3042-24, passed on October 15, 2024, the City approved the fiscal year ending October 31, 2025 budget; and

WHEREAS, the watermain along Church Street from Bridge Street west to Mill Street and on Mill Street from Church Street south to Main Street is an old cast iron line that needs to be replaced; and

WHEREAS, the sanitary service line to City Hall has collapsed and needs to be replaced; and

WHEREAS, a bidding process to replace the watermain and City Hall service line was completed with construction costs of \$112,156 (including a \$10,000 force account) and \$4,500 respectively; and

WHEREAS, an amendment to the Combined Water and Wastewater Operations Fund to allocate an additional \$112,156 and an amendment to the General Fund to allocate an additional \$4,500 are required to complete these necessary maintenance operations projects.

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

THAT the fiscal year ending October 31, 2025, Budget is hereby amended to add:

- \$112,156 to the expenditure budget in the Combined Water and Wastewater Fund.
- \$4,500 to the expenditure budget in the General fund.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of May 2025.

Damien Boley, Mayor

ATTEST:

Brandi Schuerger, Assistant City Clerk

First Reading: 05/06/2025

Second Reading: 05/06/2025



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Administration/Police

AGENDA ITEM: Bill No. 3062-25, Declaring and Certifying the April 8, 2025 Election Results for the Public Safety Sales Tax – 1st reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3062-25, declaring and certifying the results of the April 8, 2025 municipal election held in the City of Smithville, Missouri. First reading by title only.

SUMMARY:

This ordinance will formally declare that the election results for the April 8, 2025 election to impose a one-half percent Public Safety Sales Tax for general revenue purposes passed with 746 Yes votes and 664 No votes.

PREVIOUS ACTION:

POLICY OBJECTIVE:

FINANCIAL CONSIDERATIONS:

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: Election Certification | |

**AN ORDINANCE DECLARING AND CERTIFYING THE RESULTS OF THE
APRIL 8, 2025 MUNICIPAL ELECTION HELD IN THE CITY OF
SMITHVILLE, MISSOURI**

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

Section 1. That it is hereby found and declared that the vote at the election held in the City of Smithville, Missouri, on Tuesday, April 8, 2025, on the following questions:

Proposition

Shall the City of Smithville impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

resulted as follows:	746	<u>Yes</u>
	664	<u>No</u>

Section 2. That attached hereto as **Exhibit A** is a full, true and correct copy of the ballot used at said election.

Section 3. That attached hereto as **Exhibit B** is a full, true and correct copy of the certifications of election results cast at said election received from the Clay County Board of Election Commissioners and the Platte County Board of Election Commissioners, that said certifications of election results are the final and last certifications of election results for said election, and that said certifications of election results constitute the official returns of the election pursuant to Section 115.507(2) of the Comprehensive Election Act, Revised Statutes of Missouri, as amended.

Section 5. That it is further found and declared that notice of said election was duly given by publication in the manner provided by law as evidenced by the affidavit of publication attached hereto as **Exhibit C**, and that said election was held and conducted in all respects in conformity with the Constitution and laws of the State of Missouri.

Section 6. That upon the certified results of the Special Election from the Board of Election Commissioners, the proposed Public Safety Sales Tax question was passed.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF SMITHVILLE,
MISSOURI THIS 20th DAY OF MAY 2025.**

[SEAL]

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 5/06/2025

Second Reading: 5/20/2025

DARLA WIERZBICKI, CHAIRWOMAN
TOM BROWN, MEMBER
AARON CRAIG, ATTORNEY
DENISE HART, INTERIM-DIRECTOR



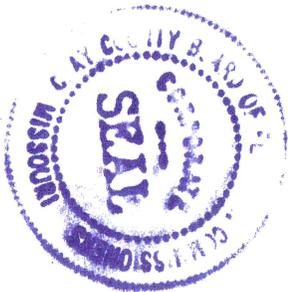
MEGAN WORD, SECRETARY
ANTHONY BOLOGNA, MEMBER
STEVEN B. SALMON, ATTORNEY
TIFFANY ELLISON, DIRECTOR

April 16, 2025

City of Smithville
Linda Drummond
107 W. Main St.
City Hall
Smithville, MO 64089

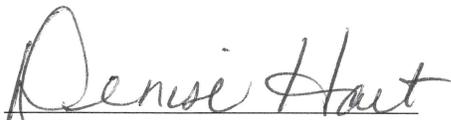
April 8, 2025
General Municipal Election
Certification of Official Election Results

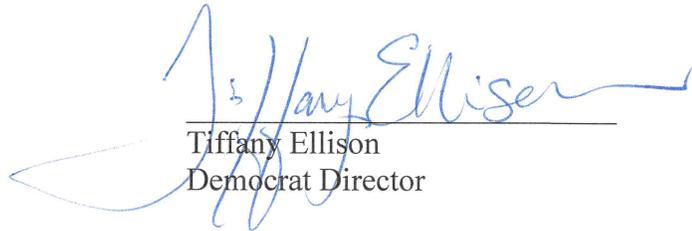
The Clay County Board of Election Commissioners hereby certifies the attached document/s to be a true, correct and complete abstract of all the votes cast in Clay County in the City of Smithville at the General Municipal Election held on April 8, 2025 as shown by the returns made from the precincts in said district within Clay County, and as verified by the Verification Board.



(SEAL)

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the County at the Board of Election Commissioners office in Liberty, Missouri on this 16th day of April 2025.


Denise Hart
Interim-Republican Director


Tiffany Ellison
Democrat Director

Statistics

TOTAL

Registered Voters - Total	186,347
Voter Turnout - Total	12.23%

PROPOSITION P CITY OF SMITHVILLE

Vote For 1

TOTAL VOTE %

YES	746	52.91%
NO	664	47.09%
Overvotes	0	
Undervotes	14	
Contest Totals	1,424	

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
21 GALLATIN 01	1,949	109	5.59%
21 GALLATIN 02	3,690	576	15.61%
21 GALLATIN 03	3,268	230	7.04%
21 GALLATIN 04	2,458	224	9.11%
21 GALLATIN 05	1,297	215	16.58%
21 GALLATIN 06	1,897	161	8.49%
21 GALLATIN 07	1,614	215	13.32%
21 GALLATIN 08	1,721	183	10.63%
21 GALLATIN 09	1,680	162	9.64%
21 GALLATIN 10	2,759	490	17.76%
21 CHOUTEAU 11	2,172	185	8.52%
21 CHOUTEAU 12	2,879	347	12.05%
21 CHOUTEAU 13	3,346	368	11%
21 GALLATIN 14	1,867	148	7.93%
21 GALLATIN 15	2,433	109	4.48%
21 CHOUTEAU 16	3,313	324	9.78%
21 CHOUTEAU 17	3,333	340	10.2%
21 CHOUTEAU 18	3,018	212	7.02%
21 CHOUTEAU 19	1,518	131	8.63%
21 GALLATIN 20	3,212	347	10.8%
21 CHOUTEAU 21	2,470	228	9.23%
21 CHOUTEAU 22	311	37	11.9%
21 GALLATIN 23	1,970	109	5.53%
21 GALLATIN 24	1,730	131	7.57%
21 GALLATIN 25	1,505	178	11.83%
21 CHOUTEAU 26	3,200	494	15.44%
21 CHOUTEAU 27	2,759	342	12.4%
21 CHOUTEAU 28	3,022	303	10.03%
21 GALLATIN 29	3,431	256	7.46%
21 CHOUTEAU 30	3,652	287	7.86%
21 PLATTE 01	3,044	363	11.93%
21 PLATTE 02	2,026	175	8.64%
21 LIBERTY 01	3,034	182	6%

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
21 LIBERTY 02	3,006	227	7.55%
21 LIBERTY 03	3,837	263	6.85%
21 LIBERTY 04	2,591	188	7.26%
21 LIBERTY 05	2,041	166	8.13%
21 LIBERTY 06	1,675	161	9.61%
21 LIBERTY 07	2,179	144	6.61%
21 LIBERTY 08	1,731	156	9.01%
21 LIBERTY 09	2,571	179	6.96%
GALLATIN 01	1,793	442	24.65%
GALLATIN 02	1,930	329	17.05%
GALLATIN 03	2,200	257	11.68%
GALLATIN 04	2,774	237	8.54%
GALLATIN 05	2,383	207	8.69%
GALLATIN 06	2,560	200	7.81%
GALLATIN 07	1,517	182	12%
CHOUTEAU 08	1,034	82	7.93%
GALLATIN 09	1,867	275	14.73%
GALLATIN 10	1,829	140	7.65%
GALLATIN 11	2,358	313	13.27%
GALLATIN 12	1,735	142	8.18%
GALLATIN 13	1,393	148	10.62%
FISHING RIVER 01	3,061	390	12.74%
FISHING RIVER 02	2,901	561	19.34%
FISHING RIVER 03	509	82	16.11%
FISHING RIVER 04	366	54	14.75%
KEARNEY 01	1,593	109	6.84%
KEARNEY 02	2,291	313	13.66%
KEARNEY 03	2,692	224	8.32%
KEARNEY 04	2,939	444	15.11%
KEARNEY 05	2,916	594	20.37%
LIBERTY 01	2,310	499	21.6%
LIBERTY 02	2,229	529	23.73%
LIBERTY 03	1,704	337	19.78%

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
LIBERTY 04	2,013	289	14.36%
LIBERTY 05	1,948	290	14.89%
LIBERTY 06	2,756	624	22.64%
LIBERTY 07	2,379	423	17.78%
LIBERTY 08	440	57	12.95%
LIBERTY 09	1,377	68	4.94%
LIBERTY 10	2,190	528	24.11%
LIBERTY 11	2,469	435	17.62%
LIBERTY 13	2,971	649	21.84%
LIBERTY 14	2,005	358	17.86%
PLATTE 01	4,828	840	17.4%
PLATTE 02	3,098	475	15.33%
PLATTE 03	2,423	428	17.66%
WASHINGTON 01	795	124	15.6%
WASHINGTON 02	1,517	385	25.38%
WASHINGTON 03	1,045	88	8.42%
Totals	186,347	22,796	

	PROPOSITION P CITY OF SMITHVILLE				
	VOTE FOR 1				Contest Total
	YES	NO	Overvotes	Undervotes	
PLATTE 01	430	400	0	7	837
PLATTE 02	86	74	0	1	161
PLATTE 03	230	190	0	6	426
Totals	746	664	0	14	1,424

PLATTE COUNTY BOARD OF ELECTION COMMISSIONERS

STATE OF MISSOURI)
)
COUNTY OF PLATTE)

We, Edward P. Davis, Stephen Foster, Bruce E. Kerr, and Kurt Killen being qualified voters of Platte County and per Statute section 115.499(1) RSMo 1986, the Verification Board, hereby certify the attached results are a true, correct and complete abstract of all votes cast in said County at the GENERAL MUNICIPAL election held on APRIL 8, 2025 as shown by the returns made to the Board of Election Commissioners Office by the various and respective precincts, and the absentee ballots, for the said election on all issues and questions submitted thereon.

IN TESTIMONY WHEREOF, we hereunto subscribe our signatures.

Bruce E. Kerr

Democratic Board Member

Edward P. Davis

Republican Board Member

Stephen Foster

Democratic Board Member

Kurt Killen

Republican Board Member

Subscribed and Sworn to before me this 11th day of April 2025.

Ciff

Director of Elections

Wendy M. Flanagan

Director of Elections



We, Chris Hershey and Wendy M. Flanigan, Directors of Elections for the Platte County Board of Election Commissioners, election authority of the County of Platte, hereby certify the above and foregoing to be a true, correct and complete abstract of all the votes cast in said County for the

CITY OF SMITHVILLE

during the GENERAL MUNICIPAL Election held on the Eighth day of April 2025, as shown by the returns made to the office by the judges of election of the different voting precincts in said County, and as verified by the Verification Board on the Eleventh day of April 2025, as provided in Section 115.507 and 115.499(1) RSMo

IN TESTIMONY WHEREOF, we hereunto set our hands and affix the seal of the Platte County Board of Election Commissioners at our office in Platte City, Missouri, this Eleventh day of April 2025.

Chris Hershey

Wendy M Flanigan



Statement of Votes Cast
 General Municipal Election
 Platte County, Missouri
 April 8, 2025
 2025 General Municipal
 Official Results

Date: 4/11/2025
 Time: 2:51:59 PM CDT
 Page 53/63

Smithville Sales Tax

	Reg. Voters	Total Votes	YES		NO
Jurisdiction Wide					
29 Hoover / 43 Shiloh	3	0	0	-	0
ABSENTEE	0	0	0	-	0
Total	3	0	0	-	0



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1465, City Administrator Employment Agreement

REQUESTED BOARD ACTION:

Motion to Approve Resolution 1465, authorizing the Mayor to execute an updated employment agreement with Cynthia Wagner for the position of City Administrator.

SUMMARY:

This Resolution approves an updated agreement with Cynthia Wagner for services as City Administrator based on a performance review conducted April 15, 2025 by the Board of Aldermen. The updated Employment Agreement increases the total compensation package by 8.9% and incorporates the following changes:

- Increases annual compensation to \$184,020.
- Amends language to the deferred compensation section and increases the annual contribution to deferred compensation to \$25,000.
- Increases the vehicle allowance to \$5,000 annually.
- Amends language in the other insurance section.

PREVIOUS ACTION:

Original agreement adopted in April 2018 was amended in April 2019, July 2020, April 2021, April 2022, April 2023 and March 2024.

POLICY ISSUE:

None.

FINANCIAL CONSIDERATIONS:

FY2025 Budget includes compensation increases for all employees.

ATTACHMENTS:

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

RESOLUTION 1465

AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN UPDATED EMPLOYMENT AGREEMENT WITH CYNTHIA WAGNER FOR THE POSITION OF CITY ADMINISTRATOR.

WHEREAS Cynthia Wagner and the City of Smithville, Missouri desire to amend the employment agreement between the parties; and

WHEREAS Exhibit A attached hereto is a true and accurate copy of the newly modified and agreed Employee contract between Cynthia Wagner and the City of Smithville. Said **Exhibit A** is incorporated herein by reference as if more fully set forth verbatim.

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

THAT BE IT RESOLVED BY THE CITY OF SMITHVILLE, MISSOURI THAT THE MAYOR IS AUTHORIZED AND DIRECTED TO EXECUTE ON BEHALF OF THE CITY THE EMPLOYMENT AGREEMENT WITH CYNTHIA WAGNER FOR THE POSITION OF CITY ADMINISTRATOR IN THE FORM OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT A WHICH IS INCORPORATED HEREIN BY REFERENCE AS IF MORE FULLY SET FORTH VERBATIM.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of May 2025.

Damien Boley, Mayor

ATTEST:

Brandi Schuerger, Assistant City Clerk

RESOLUTION EXHIBIT A

CITY OF SMITHVILLE, MISSOURI EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ADMINISTRATOR

This Agreement is made and entered into this 6th day of May 2025, between the City of Smithville, Missouri (hereinafter called "City" or "Employer"), and Cynthia Wagner (hereinafter called Employee), pursuant to these terms and conditions:

1. Whereas the City wishes to continue the employment of Cynthia Wagner as City Administrator of the City of Smithville Missouri; and
2. Whereas the CITY first employed Employee on April 17, 2018 and executed a contract which provided certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the City; and
3. Whereas there have been several modifications of Employee's contract since that time in accord with the Employee's previous positive annual performance reviews. After this year's performance review, the City wishes to update Employee's contract and the Employee wishes to accept continued employment as City Administrator of said City under the terms and conditions recited herein. Rather than create additional modifications of the Original Contract, the City and the Employee have agreed to ratify the terms of her continued employment in one document. Therefore, the City and Employee agree this Employment Agreement supersedes all previous Agreements between the parties.

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

I. TERM

1.1 EMPLOYEE shall be employed as City Administrator of the City of Smithville Missouri for an indefinite term in accordance with Section 105.020 of the City Code of Ordinances. It is the intent of the parties that Employee's continued employment as City Administrator is subject to an annual performance review to be conducted at or near the anniversary date of Employee's commencement of duties under this Agreement.

II. EMPLOYMENT STATUS AND HOURS

2.1 It is expected that the EMPLOYEE will exercise her full and best efforts in her employment hereunder and will work a minimum of forty (40) hours per week or as otherwise necessary to complete the duties set forth in Section III of this Agreement. Except as allowed for vacation, sick leave, holiday or compensatory time off, Employee is generally expected to be accessible to the Employer and other employees during normal

office hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule subject to the Employer's expectations. It is agreed and understood that EMPLOYEE is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime or compensatory time off. Employee shall be available to perform all duties during normal business hours, as well as attend all meetings scheduled outside the regular business hours, unless the Mayor has approved such absence.

III. DUTIES

3.1 Employee shall perform such duties and have such powers as are set out in Section 105.030 (or as hereinafter amended) of the City Ordinances and as provided for in any adopted job description. At no time shall the duties and powers of the position of City Administrator supersede action by the Mayor and Board of Aldermen.

IV. COMPENSATION

4.1 City agrees to pay Employee as compensation for the duties to be performed under this Agreement the base salary of One Hundred Eighty-Four Thousand Twenty Dollars (\$184,020) per year, to be payable in 26 equal payments at the time, and as a part of the regular payroll of the City, and subject to all such lawful deductions for payment to employees of the City.

V. FRINGE BENEFITS/ ADDITIONAL COMPENSATION:

5.1 Sick and Vacation Leave. In accordance with the Employee Handbook, Employee shall retain all (if any) currently accrued vacation and sick leave. Henceforth, Employee shall accrue vacation and sick leave at the highest accrual rate for any Employee provided in the Employee Handbook, regardless of years of service. The Employee shall further be entitled to five days of "personal/executive leave" on an annual basis calculated from the employment anniversary of April 16. This leave is on a "use it or lose it" basis, accrued on each anniversary date. If the leave is not used within the employees employment calendar year (April 16) the Employee is not entitled to accrue the "personal/executive leave" or receive cash for it. In addition to the above, Employee shall be entitled to all other leaves granted employees of the City and contained in Employer's Personnel Manual.

5.2 Deferred Compensation. The City will pay Twenty-Five Thousand Dollars (\$25,500) per year to be payable in 24 equal payments (two per month) to Employee's IRS 457 plan subject to all applicable rules and regulations.

5.3 Retirement: The City agrees, as a part of the compensation to Employee, that it will make contributions to LAGERS on behalf of the Employee, and Employee will also

make contributions to such plan in accordance with the agreement with LAGERS for the retirement of all employees.

5.4 Vehicle Allowance: In addition to the moneys paid as salary, the City agrees to pay Employee an additional sum for a car allowance in the amount of Five Thousand (\$5,000.00) per year to be payable in 26 equal payments in accordance with the current payroll procedures for these payments, to be used as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Consideration shall be given on an annual basis to adjust the monthly allowance dependent upon changes in travel demands and routine vehicle fuel and maintenance costs. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Kansas City area, subject to current policy for travel reimbursement that applies to all other employees. Travel to and from Employee's home outside the City of Smithville to the City shall not be eligible for reimbursement.

5.5 Life Insurance: EMPLOYEE shall be entitled to Life Insurance to the extent made available to other City employees.

5.6 Other Insurance: EMPLOYEE shall be entitled, on such terms and conditions as is available to any other employee of the City, to participate in other Insurance programs made available through the City, including but not limited to Health Insurance for the Employee and Employee's family, a portion of which (in accord with City policy applicable to other employees) may be at EMPLOYEE'S expense.

VI. OUTSIDE ACTIVITIES

6.1 The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities, subject to approval by the Employer, with the understanding that such arrangements shall not interfere with Employee's responsibilities under this Agreement. Employee shall disclose all such engagements to the Employer.

VII. BOND

7.1 The City shall pay the premium for a bond for Employee as required by Code Section 105.040.

VIII. PROFESSIONAL ASSOCIATIONS/TRAINING

8.1 Employee agrees to join and reasonably participate at City Expense, the Smithville Chamber of Commerce, Smithville Lyons Club and the Smithville Rotary Club.

8.2 The City shall pay any such dues or fees for professional organizations, certifications and conferences, or training seminars, which are preapproved by the Mayor and subject to such fees being included in the General Fund Budget as approved by the Board.

IX. PERFORMANCE AND REVIEW

9.1 The City and Employee agree that they will meet and set out definitive goals and objectives at the beginning of Employee's performance of her duties under this Agreement and may, from time to time amend such goals and objectives. Both agree that at Employee's anniversary date the City will perform a review of Employee's performance based upon those goals and objectives. After completion of such performance review, the City may increase the base salary to an amount the Mayor and Board deem appropriate. It is expressly declared that any cost-of-living adjustments or raises included in the budget for all regular employees do not apply to this Agreement. It is the intent of the parties to make any and all salary adjustments to the base pay hereunder after such performance review process is completed.

X. TERMINATION

10.1 At Will Employment Status: It is agreed and understood that the employment relationship is at will and may be terminated by either party with or without "Cause" (as defined below) and with or without notice, except as provided herein. Under this Agreement, there is no contractual right to employment for a definite period. Accordingly, either party may terminate the employment relationship at any time.

10.2 City Termination for Cause: In the event the Employer terminates Employee's employment for Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). In the event of a termination for Cause, the severance benefit described in the Section 11 of this Agreement will not be available to Employee. "Cause" means:

(a) Employee is convicted of any illegal act involving moral turpitude; or

(b) The conviction of any felony, or for engaging in any unethical conduct as described in the ICMA' Code of Ethics, and/or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or

condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply.

10.3 City Termination without Cause: In the event the Employer terminates Employee's employment without Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). The Employer also agrees to pay, in exchange for a full release, the severance benefit described in Section 11 of this Agreement. Vacation and sick leave do not accrue after the termination date. The Employer's contributions to life insurance premiums cease at the time of termination. Eligibility and reimbursement for continued participation in the Employer's group health insurance plan shall be as described in Section 11. If Employee is indicted or formally charged by any state or the United States with any such act or crime as described in paragraph 10.02 above, or if Employee is charged with a violation of ICMA' Code of Ethics, or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply and if her employment is thereby terminated, the Employer shall not be obligated to pay Employee any severance pay as set forth in Section XI unless and until the matter is resolved in favor of the Employee. In the event that the Mayor, after first being authorized by the Board of Aldermen, offers to permit Employee to resign in lieu of termination, such resignation will constitute a termination without Cause under this Employment Agreement. In such event, the Mayor will provide Employee with a written request to resign in lieu of termination which request shall acknowledge that the Employee shall receive the same compensation as she would be entitled to receive if terminated without Cause, as set forth in Section 11.2

10.4 Employee Termination: The Employee may terminate this Agreement and her employment with the Employer by providing a thirty (30) day written notice. In this circumstance, the severance benefit described in Section 11 of this Agreement will not be available to Employee. The Employee will be paid any accrued and unused/unpaid benefits in accordance with Employer's Personnel Manual (subject to applicable restrictions or caps), except that accrued but unused/unpaid benefits will be withheld and not paid if the thirty (30) day written notice is not provided by Employee.

10.05 Return of City Property. All records, patents, trademarks, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the City, which pertain to the business of the City shall be and remain the property of the City and be subject at all times to its discretion and control thereof. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the City which is collected by Employee shall be delivered promptly to the City without request by it upon termination of Employee's employment.

XI. SEVERANCE

11.1 So long as Employee is entitled to severance as provided in this Agreement and provided Employee signs a standard Severance Agreement and Release of All Claims:

11.2 Severance Pay: City will continue payment to the Employee as set forth herein.

(a) Other than as may be modified in ¶11.2(c), the severance pay is a benefit equal to Twelve (12) Months of salary as set forth in paragraph 4.1. If entitled to severance pay, the EMPLOYEE shall also be compensated for all accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). Severance pay shall not include any unaccrued amounts due under paragraphs 5.1 through 5.6 of this Agreement.

(b) This severance benefit shall be paid in a lump sum unless otherwise agreed. Employer shall be entitled to withhold from said payments all amounts required to be withheld pursuant to applicable law. The amounts due under this section shall be paid within thirty (30) days of the date of termination, provided, however, that in the event the provisions of the Older Workers Benefit Protection Act apply to this Employee (i.e., she is forty (40) years of age or older at the time of termination), she shall not be paid until the first regular payday following the expiration of the applicable consideration period and the seven (7) day revocation period.

(c) The City and Employee acknowledge that the Employee works at the direction of an elected governing body whose membership can change. The City and Employee agree that she should have an opportunity to perform her duties after a change in the membership of the governing body so that officials new to office may adequately evaluate her performance. Accordingly, if the Employee is terminated without cause within One Hundred Twenty (120) Days after any new member of the Board of Aldermen is sworn into office, the Twelve Months of Salary set forth in ¶11.2(a) of this Agreement shall be increased to Twenty-Four (24) Months.

XII. INDEMNIFICATION

12.1 To the extent permitted by applicable law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Administrator, unless the act or omission involved intentional, willful or wanton conduct or criminal action. Legal representation,

provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals. The Employer shall indemnify Employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties and occurring within the course and scope of her employment unless the act or omission involved intentional, willful or wanton conduct or criminal action.

12.2 Employee recognizes that Employer shall have the absolute right to compromise any and all claims.

12.3 To the extent permitted by applicable law, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer, resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties as City Administrator, unless such act involved willful or wanton conduct or criminal action. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending. Further, if no longer employed by Employer, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

XIII. APPLICABLE LAW, JURISDICTION AND VENUE

13.1 The terms of this Agreement are subject to and shall be interpreted and enforced pursuant to the laws of the State of Missouri. Any action in regard to the content 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. The parties submit to the Jurisdiction of the courts of the State of Missouri and to venue in Clay County.

XIV. NOTICES

14.1 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 Mayor, City of Smithville Missouri 107 W. Main Street Smithville, MO 64089. Notice to Employee shall be sent to the Employee at 8244 Primrose Street DeSoto Kansas 66018. Either party may designate such other Person and/or delivery address from time to time by written Notice. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

XV. GENERAL PROVISIONS

15.1 Integration. This Agreement and the Municipal Code of the City of the City of Smithville, Missouri, including the Employer's Employee Handbook/Personnel Manual (which may be amended by the Employer pursuant to the terms of the Handbook or Manual) , current policy or other law, except when in conflict with this Agreement, sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

15.2 Condition Precedent: This Contract 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 Employment Agreement Contract.

15.2 Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as her heirs, assigns, executors, personal representatives and successors in interest.

15.3 Effective Date. This Agreement shall become effective after the Condition Precedent as set forth in paragraph 15.2 has been satisfied and all parties have executed this Agreement

15.4 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

15.5 Contract Language: The language of this Agreement reflects negotiations between Employee and the 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 Agreement, 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 be deemed to be the controlling original.

15.6 Entire Agreement: This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes, cancels, and merges all Agreements, negotiations, commitments, writings, and discussions between them as to the subject prior to the date of the execution of this Agreement. No modifications to this Agreement shall be binding on either party unless such modifications are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

EMPLOYEE

By: _____
Cynthia Wagner



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1466, awarding Bid No. 25-11 Legacy Underground Construction for the Church Street and Mill Street watermain.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1466, awarding Bid No. 25-11 Legacy Underground Construction for the Church Street and Mill Street watermain in the amount of \$106,656.

SUMMARY:

This project includes replacing an old cast iron watermain along Church Street from Bridge Street west to Mill Street and on Mill Street from Church Street south to Main Street, the bid price is \$102,156.

Additionally, the sewer service line outside City Hall will be replaced, the bid price is \$4,500.

The City opened bids on April 22, 2025. We received nine bids:

Contractor	Bid
Engineer Estimate	\$119,700.00
Menke Excavating	\$136,927.70
Tunks Construction	\$197,347.00
Abay Construction	\$162,778.00
Engemann Drainage	\$126,410.00
Legacy Underground	\$106,656.00
Koehn	\$229,867.70
Rodriguez Mechanical	\$226,450.00
Padgett Construction	\$198,100.00
SWAN	Did not meet Bid Requirements

The lowest bid was received from Legacy Underground Construction.

Legacy preformed the 2023 hazardous sidewalk project for the City and did a good job. They are also the contractor for the Commercial Street sidewalk project to begin after school lets out.

Legacy has completed other similar projects for several other municipalities and has performed well.

A force account of \$10,000 is also requested for any unforeseen conditions and issues that are encountered during construction, total project cost \$116, 656.

PREVIOUS ACTION:

none

POLICY ISSUE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

Neither of these projects were included in the 2025 budget. The Board will need to approve a budget amendment of \$102,156 to the CWWS fund and \$4,500 to the General Fund.

ATTACHMENTS:

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

RESOLUTION 1466

**A RESOLUTION AWARDING BID NO. 25-11 TO LEGACY UNDERGROUND
CONSTRUCTION FOR CHURCH STREET AND MILL STREET
WATERMAIN IN THE AMOUNT OF \$106,656**

WHEREAS, Bids were opened and read aloud on April 22, 2025 for Bid No. 25-11 Church Street and Mill Street watermain; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Legacy Underground Construction, as the most responsive and best bid received, and the most advantageous to the City in the amount of \$106,656.

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

THAT Bid No. 25-11 is hereby awarded to Legacy Underground Construction in the amount not to exceed \$106,656 for watermain replacement in Church Street and Mill Street with a force account of \$10,000 for a total project cost of \$116,656.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of May, 2025.

Damien Boley, Mayor

ATTEST:

Brandi Schuerger, Assistant City Clerk



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1467, Awarding Bid No. 25-12 Street Maintenance Program

REQUESTED BOARD ACTION:

A motion to approve Resolution 1467, awarding Bid No. 25-12, Street Maintenance Program to Asphaltic Surfaces in the amount of \$224,596.25 and authorizing a force account in the amount of \$30,000.

SUMMARY:

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

The PCI looks at visual distresses such as alligator, longitudinal and traverse cracking, rutting, shoving, bleeding, and base failure. These distresses are weighted, and a PCI is calculated. The PCI values are available on our GIS website. The goal is to keep good pavements in good condition and do appropriate maintenance when it is the most beneficial to extend the life of the pavements.

Previous projects completed include crack seal and micro surfacing of Spellman in 2023 and mill and overlay in Harborview in 2024.

Bids were opened on Tuesday, April 22, 2025. This year we are focused on Commercial Avenue. We had eight (8) bidders:

Advanced Asphalt Paving & Concrete LLC	\$248,289.16
Barkley Asphalt	\$234,307.84
Asphaltic Surfaces	\$224,596.25
Byrne & Jones Construction	\$286,306.00
Little Joe's	\$251,768.75
Phillips Paving Co, Inc	\$260,788.97
All Pro Asphalt	\$256,296.74
Metro Asphalt	\$353,834.00

Asphaltic Surfaces has provided the most responsive bid in the amount of \$224,596.25. Staff has checked references, and this company has completed several similar projects to the owner's satisfaction including the City in 2024.

Staff is requesting approval of a force account of \$30,000, in order to pick up additional work along Commercial Avenue and connecting roads. We will work with the contractor to maximize the available budget.

PREVIOUS ACTION:

This is an annual maintenance project.

POLICY ISSUE:

Maintaining infrastructure

FINANCIAL CONSIDERATIONS:

This project is included in the 2025 Budget in an amount of \$300,000.

ATTACHMENTS:

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

RESOLUTION 1467

A RESOLUTION AWARDDING BID NO. 25-12 STREET MAINTENANCE PROGRAM TO ASPHALTIC SURFACES IN THE AMOUNT OF \$262,573 AND A FORCE ACCOUNT OF \$30,000

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

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

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

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Asphaltic Surfaces is the most responsive and best bid received and the most advantageous to the City in the amount of \$224,596.25 and approve a force account of in the amount of \$30,000.

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

THAT Bid No. 25-12 is hereby awarded to Asphaltic Surfaces in the amount of \$224,596.25 and approving a force account of \$30,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of May 2025.

Damien Boley, Mayor

ATTEST:

Brandi Schuerger, Assistant City Clerk



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1468, authorize payment to R.W. Vaught for the purchase of a new SCADA and PLC system at the water treatment plant.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1468, authorizing the payment to R.W. Vaught for the purchase of a new SCADA (Supervisory Control and Data Acquisition) and PLC (public logic control) system at the water treatment plant in the amount of \$20,750.

SUMMARY:

The water treatment facility uses real-time radio technology, SCADA, to monitor distribution system assets and to remotely control distribution system pumps and isolation valves. This allows operators to turn pumps on and off and fill towers from the water treatment facility without having to do so manually in the distribution system.

With the addition of the new raw water pump station, the SCADA network was a mixed system of cellular technology and the original radio technology. Under normal circumstances, this would not be an issue, but the outdated PLC equipment that was installed in 2006 cannot handle the additional information load placed on it. This resulted in the failure of the SCADA system with communication errors and the inability to run the raw water pump or the chemical feed system at the raw water pump station and will require replacement. Additionally, the system alarms were not responding, and we were having to manually go to the raw water pump station to regulate chemicals and control pumps. This system controls the pumps that feed the water towers and provides water levels of the towers.

This work was approved by the Board October 17, 2023, Resolution 1276. The work was completed with the new water intake coming online. RW Vaught is also completing work at the water plant with the Water Treatment Plant improvements project and invoicing for the SCADA system was overlooked.

PREVIOUS ACTION:

Board approved Resolution 1276, October 17, 2023

POLICY ISSUE:

Infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The 2025 CWWS operations budget includes \$100,000 for a water intake totalizer which will not be acquired this year and will be included when the expansion project moves forward, therefore sufficient funds are available to pay this invoice.

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 | |

RESOLUTION 1468

**A RESOLUTION AUTHORIZING PAYMENT TO R.W. VAUGHT FOR
THE PURCHASE OF A NEW SCADA AND PLC SYSTEM AT THE
WATER TREATMENT PLANT**

WHEREAS, the SCADA (Supervisory Control and Data Acquisition) and PLC (Public Logic Control) System at the water treatment plant was installed in 2006; and

WHEREAS, with the addition the new raw water pump station, the SCADA network was a mixed system of cellular and the original dial up technologies; and

WHEREAS, the outdated PLC could not handle the additional information and the SCADA system was failing to communicate with the systems necessary to run the water treatment and distribution system; and

WHEREAS, R.W. Vaught completed the work in 2024 with the completion of the raw water intake project in an amount of \$25,250.

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

THAT the Board authorizes the payment to RW Vaught for the purchase of a new SCADA and PLC system at the water treatment plant in the amount of \$25,250.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of May, 2025.

Damien Boley, Mayor

ATTEST:

Brandi Schuerger, Assistant City Clerk

RW Vaught
 PO Box 837
 Yellville, AR 72687
 870-656-2030



Invoice

DATE	INVOICE NO.
2/23/2025	25-5

BILL TO
City of Smithville, MO Scott Davis 107 W. Main St Smithville, MO 64089

JOB DESCRIPTION
Upgrade the malfunctioning PLC at the WTP Scada system

P.O. NO.

ITEM	DESCRIPTION	QTY	AMOUNT
Quote	Per price quote, install new brand of PLC, to replace the obsolete malfunctioning PLC in the WTP Scada System		20,750.00
Time	Time and travel per day, additional days on site beyond the new PLC quote, to try to fix the problem with no success (including Saturday and Sunday on site at the WTP).	5	4,500.00
Total			\$25,250.00



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Development

AGENDA ITEM: RES 1469 Approve Diamond Crest Splash Pad Parking Lot Work

REQUESTED BOARD ACTION:

A motion to approve Resolution 1469, authorizing construction of the Diamond Crest splash pad parking lot in lieu of payment of park fees by the Clay Creek Meadows Developer.

SUMMARY:

In October, 2024, the City of Smithville and the Developer of Clay Creek Meadows entered into a development agreement that identified the timing, scope of work and payment of fees required for approval of the Preliminary Plat of the development. One portion of that agreement included the payment of park fees in the amount of \$617.75 per dwelling unit, to be paid prior to releasing the final plat for each phase. The total due for all phases is \$133,434 and can be satisfied with payment of such fees on a pro-rata basis before each final plat is released for recording, or by constructing a parking lot, subject to city review and approval of plans and pricing estimates.

The developer submitted plans for construction of the parking lot, which, following meetings on site with parks staff and the construction team, were ultimately adjusted and approved by the Parks and Recreation Director. Once the plans were approved, the developer submitted a price proposal for the work in an amount of \$156,679.78. After reviewing the proposal, and in an effort to reduce the total amount to not more than the required park fees in the agreement, staff deleted several items. Specifically, the items on the original proposal for adjusting a sewer manhole lid height following final grading, installing parking blocks for each space, seeding and traffic control were removed and will be performed by city staff. Additionally certain line items were negotiated down to create a new proposal that totals \$133,434.

The development agreement specifically allows the developer to complete construction work in lieu of paying park fees IF the city reviews and approves of the proposal.

PREVIOUS ACTION:

The City and Developer entered into a development agreement on October 1, 2024 and approved by Resolution 1408 on that same date.

POLICY OBJECTIVE:

Comprehensive Plan

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS:

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

RESOLUTION 1469

A RESOLUTION AUTHORIZING CONSTRUCTION OF THE DIAMOND CREST SPLASH PAD PARKING LOT IN LIEU OF PAYMENT OF PARK FEES BY THE CLAY CREEK MEADOWS DEVELOPER

WHEREAS, The Clay Creek Meadows Development agreement requires payment of park fees in the amount of \$133,434 on a pro rata basis for each dwelling unit when the Final Plat is recorded; and

WHEREAS, the development agreement specifically allows the development to satisfy some or all of this amount by constructing a parking lot for the Diamond Crest Splash Pad, subject to city review and approval of the cost and plans, and;

WHEREAS, the developer submitted plans, its' proposal and requested city review and approval; and

WHEREAS, staff worked to modify the plans to meet the park department's needs, as well as adjust the proposal by deleting certain items and negotiating price on others; and

WHEREAS, the developer agrees to construct the splash pad in accordance with the attached plans and proposal for a total of \$133,434.

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

THAT THE CLAY CREEK MEADOWS DEVELOPMENT AGREEMENT PARK FEES REQUIRMENT WILL BE MET BY CONSTRUCTION OF A PARKING LOT AT THE DIAMOND CREST SPLASH PAD FOLLOWING INSPECTION AND APPROVAL BY PARKS STAFF.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of May 2025.

Mayor

ATTEST:

Brandi Schureger, Assistant City Clerk



Hoy Excavating

7308 NW Tiffany Springs Parkway
 Kansas City, MO 64153
 O. 816-464-2374

To: Benny Hoy	Contact: Benny Hoy
Address: 7308 NW Tiffany Springs Pkwy Kansas City, MO 64153 US	Phone: 816-464-2374 Fax: 816-464-2375
Project Name: Clay Creek - Splash Pad Parking R1	Bid Number: 415
Project Location:	Bid Date: 4/23/2025

Item #	Item Description	Estimated Quantity	Unit	Total Price
100	Mobilization	1.00	LS	\$7,724.79
120	Erosion Controls/BMPs	1.00	LS	\$15,121.93
150	Demolition	1.00	LS	\$2,775.77
160	Strip Site	1.00	LS	\$3,830.01
180	Site Cuts	1.00	LS	\$8,548.21
330	6" Base Rock - Asphalt Pavement	1.00	LS	\$18,167.25
350	5" Asphalt Paving	1.00	LS	\$45,627.03
355	8" Concrete Paving Approach	1.00	LS	\$11,877.52
415	ADA Ramps	1.00	LS	\$4,635.13
465	Backfill/Finish Grade	1.00	LS	\$3,636.25
520	Striping	1.00	LS	\$1,231.21
530	Handicap Signs	1.00	LS	\$1,231.21
550	Survey And Staking	1.00	LS	\$9,027.69

Total Bid Price: \$133,434.00

Notes:

- Earthwork:**

Proposal includes all material, labor and equipment for the following:

- Mobilization, Erosion control (Silt Fence, Inlet Protection, Ditch Checks, 2 months SWPPP), Saw Cut Existing Pavement, Demo Asphalt/Concrete, Strip/Grub/Clear Site, Site Cut/Fills, Pavement/Walks Sub-Grade, 6" Aggregate Base @ Asphalt Pavement, Backfill/Finish Grade +/- .10', Site is assumed to balance, layout for listed scopes.

- Concrete:**

Proposal includes all material, labor and equipment to install the following:

- (2) ADA ramps
- 442SF- 8" Concrete Approach

Exclusions:

Base rock is included in Earthwork pricing. No structural or vertical concrete is priced with this scope. Cold weather protection is NOT included.

- Asphalt:**

Proposal includes all material, labor and equipment for the following:

- 1,044SY - 5" Asphalt paving
- Striping/Signage

Exclusions:

Sodding, seeding, unsuitable soils, rock, excavation, erosion control, relocation of utilities, draining systems, traffic control, or any damages due to unmarked or mislocated utilities, permits, bonds and fee's, finish grade and anything other than items that are not included in estimate, accidents, weather, or delays beyond our control.

GC/Owner/Developer should carry contingency for potential increases in aggregates, fuel surcharges and liquid asphalt indexing. Current Liquid Asphalt Index is \$575/liquid ton for PG 64-22.

General Exclusions:

If it's not qualified above, it's not included.

Engineering, Erosion Control for other trades, Fencing not Listed, Maintenance of Any Kind, Rock Excavation, As-Built Drawings, Undercutting/Replacement of Unsuitable Soils, Rock Removal for Landscaping, Soil Additives, Imported Topsoil, Amended Soils, Landscaping, Sod/Temp Seeding, Erosion Mat, Slope Protection, Frost or mud removal, Spoils removal from other trades, Utilities, Underground obstructions, Weather protection, Dewatering beyond 2" Pump, Mechanical Shoring, Termite protection, Soils Testing, Special Inspections, Re-grading after grade is disturbed by others, Excavation/handling/disposal of contaminated or hazardous soils/materials, Structural Excavation/Backfill, Storm/Sanitary Sewer, Water Line, Rip-rap, Warranty Past 1 year, Traffic Control, Permits/Fees/Abatements/Bonds.

This Proposal does not include Prevailing Wage

This Proposal is based on 19545 Crbyn Lane Parking Lot Plans by RL Buford dated 04.05.25

Thank you for the opportunity to bid this project for you. Please do not hesitate to call with any questions or concerns.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Hoy Excavating</p> <p style="text-align: right;"><i>Joseph Felten</i></p> <p>Authorized Signature:</p> <p>Estimator: Joseph Felten 816-464-2374 jfelten@hoyexcavating.com</p>
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19545 CORBYN LANE

PARKING LOT PLANS

CLAY COUNTY SMITHVILLE, MISSOURI

SEC. 35-T54N-R33W

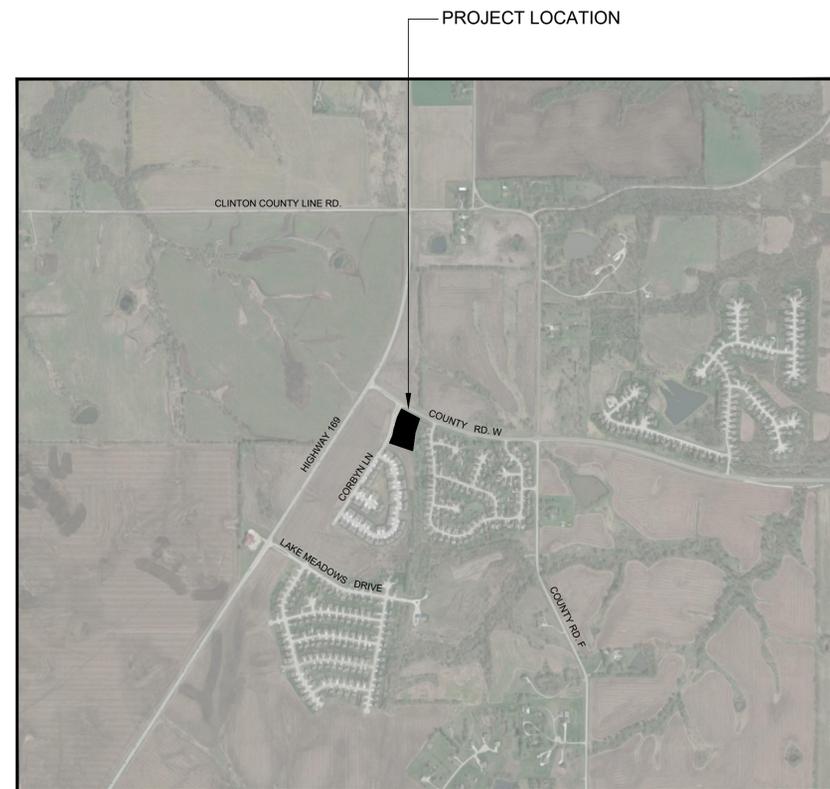
DISTURBED AREA = 0.28 AC.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PARKING LOT PLAN
3	GRADING & EROSION PLAN

GENERAL NOTES:

- THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS CONTAINED WITHIN THE CITY OF SMITHVILLE, MISSOURI.
- THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL LINE PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "1-800-DIG-RITE", AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND PAY ALL FEES AS REQUIRED BY THE CONSTRUCTION COVERED IN THESE PLANS.
- ALL WORK AND MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNERS REPRESENTATIVE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE PUBLIC STREETS IN THE VICINITY OF THE JOB SITE CLEAN AND FREE OF ROCKS, SOIL AND DEBRIS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL DOWNSTREAM EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION, EROSION CONTROL PROCEDURES SHALL BE IN PLACE PRIOR TO BEGINNING GRADING ACTIVITIES.
- THE CONTRACTOR SHALL NOT CHANGE OR DEVIATE FROM THE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER, ENGINEER, AND CITY.
- ALL ESTIMATES OF QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY, CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS AS SHOWN ON PLANS.
- THE CONTRACTOR SHALL GRADE AREAS TO PROVIDE POSITIVE DRAINAGE.
- THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE VERTICAL IN 3 FEET HORIZONTAL.
- THE EROSION CONTROL PLAN HAS BEEN PLACED IN THE CITY'S FILE FOR THE PROJECT. THE PLAN APPEARS TO FULFILL THE MISSOURI DEPARTMENT OF NATURAL RESOURCES TECHNICAL CRITERIA AND THE CRITERIA FOR EROSION CONTROL MEASURES MAY BE NEEDED IF UNFORESEEN EROSION PROBLEMS ARISE OR IF THE SUBMITTED PLAN DOES NOT FUNCTION AS INTENDED. THE REQUIREMENTS OF THIS PLAN SHALL RUN WITH THE LAND AND BE THE OBLIGATION OF THE LAND OWNER UNTIL SUCH TIME AS IS PROPERLY COMPLETED. MODIFIED OR VOIDED.
- NO GRADING WORK WITHIN EXISTING PUBLIC RIGHT-OF-WAY IS ALLOWED UNDER THE LAND DISTURBANCE PERMIT.
- THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED.



DEVELOPER:
CLAY CREEK MEADOWS, LLC
7308 NW. TIFFANY SPRINGS PARKWAY
KANSAS CITY, MO 64153
816-464-2374
BENNY HOY

UTILITIES NOTE:

THE INFORMATION CONCERNING LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON WHICH ARE NOT VISIBLE FROM THE SURFACE, HAS BEEN TAKEN FROM THE RECORDS AND FIELD LOCATIONS OF THE VARIOUS UTILITY COMPANIES AND HAS NOT BEEN FIELD VERIFIED BY THIS COMPANY. THESE LOCATIONS ARE NOT TO BE CONSTRUED AS ACCURATE OR EXACT.

UTILITIES INVOLVED

AT&T	816-268-2255
AT&T	816-275-1640
EVERGY	816-471-5275
EVERGY BUSINESS OFFICE	816-221-2323
SPECTRUM	816-358-5360 ext. 5829
SPIRE GAS	314-342-0500
SPIRE EMERGENCY/CUSTOMER SERVICE	800-582-0000
LIBERTY WASTEWATER COLLECTION	816-439-4523
CITY OF LIBERTY WATER DISTRIBUTION	816-439-4523
MISSOURI ONE CALL	1-800-Dig-Rite

FLOOD PLAIN

FEMA FLOOD CLASSIFICATION
THE EXISTING SITE IS LOCATED OUTSIDE OF THE 100-YEAR FLOOD PLAIN. THIS AREA LIES IN ZONE X ACCORDING TO THE FLOOD INSURANCE RATE MAP, FIRM 29047C0025E MAP REVISED AUGUST 3, 2015 FOR CLAY COUNTY, MISSOURI, AND INCORPORATED AREAS. THE FIRM IDENTIFIES ZONE X AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

SUMMARY OF QUANTITIES		
ITEM	UNIT	QUANTITY
5" ASPHALT PAVEMENT	SQ. YDS.	1004
CONCRETE DRIVE APRON	SQ. YDS.	40
ADA RAMP	EACH	2
6" HDPE	LIN. FT.	55
EARTHWORK - CUT	CU. YDS.	9
EARTHWORK - FILL	CU. YDS.	286

PROJECT BENCHMARK - CL-74 ELEVATION = 992.78
THE STATION AND AZIMUTH MARKS ARE STANDARD MODNR GRS ALUMINUM DISK STAMPED "CL-74, 1993" AND "CL-74A, 1993" SET IN 12 INCH DIAMETER CONCRETE MONUMENTS. THE STATION IS 1 INCH BELOW THE SURFACE AND THE AZIMUTH MARK IS FLUSH WITH THE GROUND. THE STATION HAS AN UNDERGROUND MARK THAT IS A STANDARD MODNR GRS ALUMINUM DISK STAMPED "CL-74U, 1993" SET IN A MASS OF CONCRETE 0.765 METERS BELOW SURFACE MARK.

THE STATION IS LOCATED ABOUT 4.5 MILES NORTH OF SMITHVILLE, MO, ON THE EAST RIGHT-OF-WAY OF US HIGHWAY 169. IT IS ABOUT 0.25 MILE SOUTH OF THE CLAY AND CLINTON COUNTY LINE AND 0.15 MILE NORTH OF A JUNCTION WITH MISSOURI ROUTE W TO THE EAST. IT IS 35.0 FEET EAST OF THE CENTER LINE OF US HIGHWAY 169; 26.5 FEET SOUTHEAST OF A COTTON PICKER SPINDLE AT THE EDGE OF PAVEMENT; 3.0 FEET WEST OF A CARSONITE WITNESS POST AND 27.0 FEET NORTHEAST OF ANOTHER COTTON PICKER SPINDLE AT THE EDGE OF PAVEMENT.

LOCATION MAP
NOT TO SCALE

NO.	DATE	DESCRIPTION	REVISOR	CHECKED BY
1				
2				
3				
4				
5				
6				
7				

19545 CORBYN LANE
PARKING LOT PLANS
COVER SHEET

ENGINEER'S SEAL



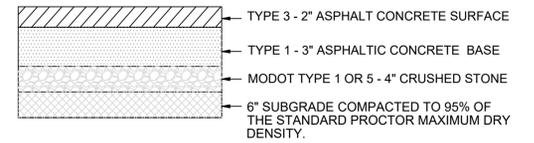
R.L. Buford & Associates Engineers, LLC
LAND SURVEYING - CIVIL ENGINEERS - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC
P.O. BOX 14089, PARKVILLE, MO. 64152 (816) 741-8192

FOR CLAY CREEK MEADOWS, LLC

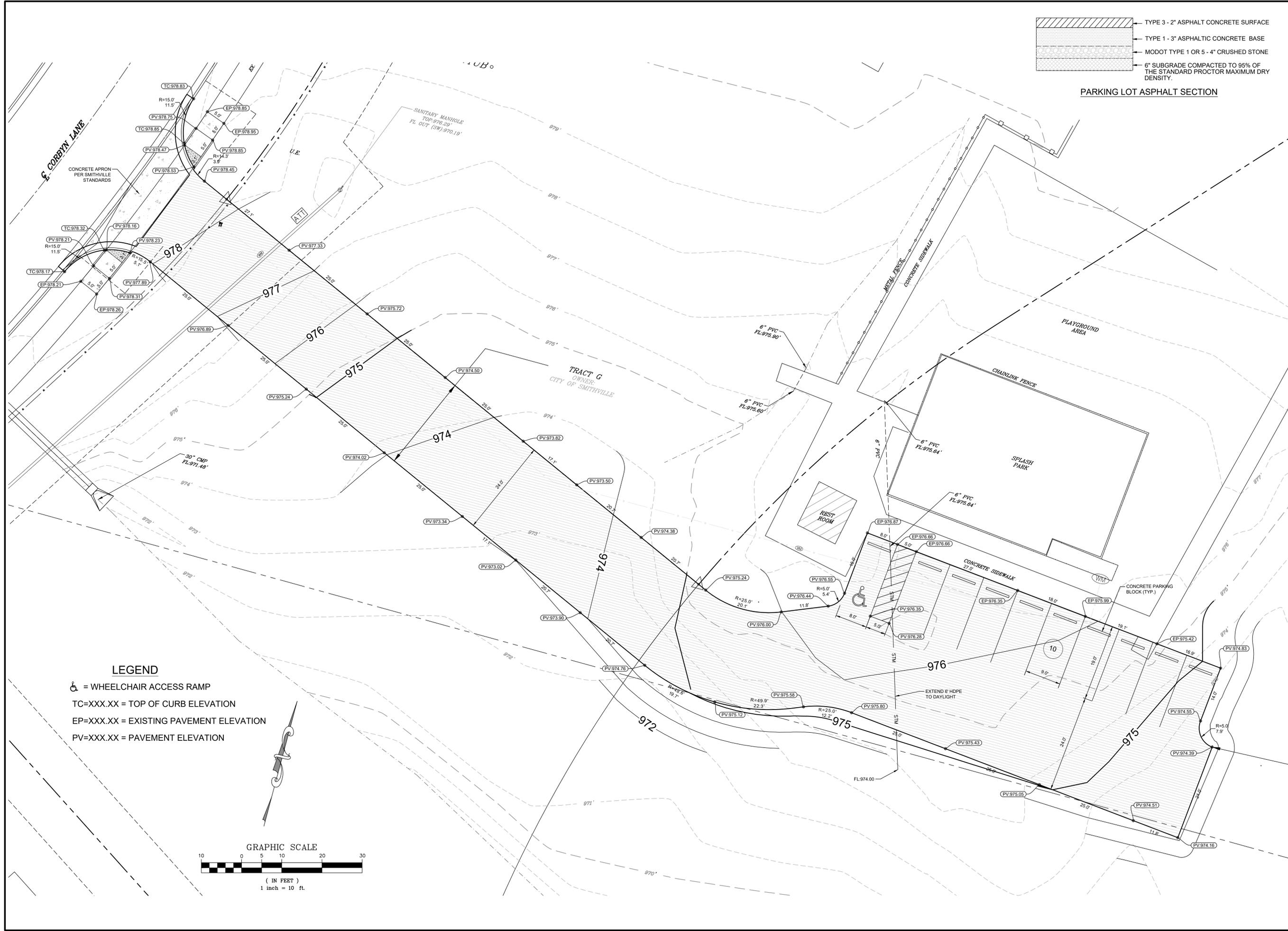
SEC. 35-T54N-R33W
PLAN DATE: APRIL 2025

COUNTY: CLAY
JOB NO.:
DRAWN BY:
CHECKED BY:
DATE:

SHEET NO.
1 OF 3

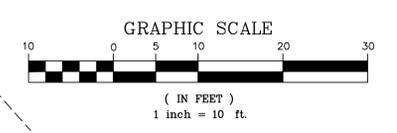


PARKING LOT ASPHALT SECTION



LEGEND

- = WHEELCHAIR ACCESS RAMP
- TC=XXX.XX = TOP OF CURB ELEVATION
- EP=XXX.XX = EXISTING PAVEMENT ELEVATION
- PV=XXX.XX = PAVEMENT ELEVATION



NO.	DATE	DESCRIPTION	REVISIONS
1			
2			
3			
4			
5			
6			
7			

19545 CORBYN LANE
PARKING LOT PLANS
PARKING LOT PLAN

ENGINEER'S SEAL

R.L. Buford & Associates Engineering, LLC
LAND SURVEYING - CIVIL ENGINEERS - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC
P.O. BOX 14089, PARKVILLE, MO. 64152 (816) 741-8192

FOR CLAY CREEK MEADOWS, LLC

SEC. - IMP. - PRE. COUNTY COUNTY JOB NO. MISSOURI MISSOURI MISSOURI
PLAN DATE APRIL 2025 CHECKED BY SWM DRAWN BY SWM

COPYRIGHT 2022 R.L. BUFORD & ASSOCIATES, LLC

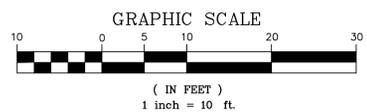
INSTALL TEMPORARY CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT USE ESC-01 DETAIL PER APWA 2016



LEGEND

-  SILT FENCE - POST MAX SPACING 8' USE ESC-03 DETAIL PER APWA 2016
-  TEMPORARY CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT USE ESC-01 DETAIL PER APWA 2016
-  PLAT BOUNDARY / LIMITS OF GRADING

INSTALL SILT FENCE - POST MAX SPACING 8' USE ESC-03 DETAIL PER APWA 2016



NO.	DATE	REVISIONS DESCRIPTION	CHECKED BY
1			
2			
3			
4			
5			
6			
7			

19545 CORBYN LANE
PARKING LOT PLANS
GRADING & EROSION PLAN

ENGINEER'S SEAL

R.L. Buford & Associates Engineering, LLC
 LAND SURVEYING - CIVIL ENGINEERS - DEVELOPMENT CONSULTANTS
 R.L. BUFORD & ASSOCIATES, LLC
 P.O. BOX 14889, PARKVILLE, MO. 64152 (816) 741-8192
 COUNTY: CLAY
 SEC. 10
 PLAN DATE: APRIL 2025
 CHECKED BY: SWM
 DRAWN BY: MKR

	STAFF REPORT
Date:	May 6, 2025
Prepared By:	Matt Denton, Parks and Recreation Director
Subject:	Smithville Lake Festival – 2026 Carnival Location Discussion

The Smithville Lake Festival Committee (Committee) contacted the City of Smithville about their plans for the 2026 Lake Fest event. They shared that they have the opportunity to secure a contract with Evans Midland Empire, the operators of carnival rides and games for festivals and events. Potential locations identified by the committee for the carnival involve using the three City-owned parking lots along West Meadow. Additionally, they have expressed a need to close West Meadow Street between Mill Street and Bridge Street for extra carnival features. South Bridge Street between Main Street and Meadow Street are also proposed to be closed for the Ferris wheel.

This closure will take place from Monday, June 15, 2026, through Sunday, June 21, 2026. Here is the proposed schedule:

- June 15 (Monday) - Arrive and unload rides and carnival (Baricade w. Meadow St. and South Bridge St. through Sunday)
- June 16 and 17 - (Tuesday & Wednesday) - Set up all carnival features
- June 18 (Thursday) - Finish carnival set up - carnival starts at 6:00 PM (carnival only)
- June 19 (Friday) - Lake Fest Starts at 5:00 PM - Carnival Starts at 6:00 PM
- June 20 (Saturday) - Parade 10:30 AM Start - Carnival and Lake Fest 11:30 AM Start
- June 21 (Sunday) - Leave that day after cleaning up

The committee considered Heritage Park as a possible site, but it was determined that it would not work due to the size and location constraints of the carnival features and Ferris wheel.

Following a meeting between the Committee and staff on April 30, 2025, some questions and concerns were identified, and a broader discussion was deemed necessary. It was concluded that this was a much larger operation, leading to extensive street closures for a week, impacting local housing, businesses, and police and other city services. Staff recommended that this issue be reviewed at the Board level to ensure that all questions and concerns are addressed.

The Committee has provided a map and a detailed description of the carnival and its operations. This is not a permit application. An application for Smithville Lake Festival

will come to the Board at a future meeting. At this time, the Committee is looking for direction to assist in a determination if it is feasible to sign a contract with Evans Midland Empire for the 2026 event. The contract timing with Evans Midland Empire is what is driving the urgency of this discussion with the Lake Fest Committee, thus a decision needs to be made as soon as possible.

Staff is looking for Board and community feedback on the location of the carnival and any other questions or concerns there may be.

SPECIAL EVENT APPLICATION

Thank you for choosing the City of Smithville for your event. Staff looks forward to working with you in ensuring a quality event and protecting the public health, safety, and welfare of event participants and the public at large. In order to do so, the City requires that all events must be approved prior to the event. Please complete and return the following special event application to City Hall at the address above. Thank you again for choosing Smithville. Please refer to the Application Information and corresponding sections in the [Event Rules and Conditions](#) to answer most questions.

1. EVENT INFORMATION:

Event Name: Smithville Lake Festival (carnival portion only)

Event Location: _____ Event Tier: _____

Detailed event description (additional room on next page or sheet may be attached): _____

Carnival @ Lake Festival

Estimated attendance: approximately 1,000

Event Date(s) and Times: Carnival June 18-20, 2026

Set up date/time: June 15, 2026 Cleanup finished date/time: June 21, 2025

2. APPLICANT / CONTACT INFORMATION:

Applicant

Name: Barbara Lamb

Organization: Smithville Lake Festival

Address: 506 Liberty Road

City, State, Zip: Smithville, MO 64089

Phone: 816-805-2290 Fax: _____

Emergency #: 816-805-2230

E-mail: barblamb2290@gmail.com

Property Owner(s), if not applicant or City

Name: City of Smithville

Organization: _____

Address: 3 Parking lots off W. Meadow

City, State, Zip: Smithville, MO 64089

Phone: _____ Fax: _____

Emergency #: _____

E-mail: _____

Alternative Contact

Name: Sherrie Coulter

Phone: 816-589-3860

Alternative Contact

Name: Shauna Houghton

Phone: 816-510-4693

Detailed event description continued (Attach additional sheet if necessary): _____

Full carnival occupying 3 city blocks during the Lake Festival. The carnival will have multiple rides for the children's entertainment.

3. EVENT TYPE:

Run Walk Parade/March Bike Race/Tour Street Fair Concert Film Festival Other: carnival

5. SITE PLAN

Where do you plan to have your event? Courtyard Park: _____ Other Public Property: X

The site plan should be a detailed narrative and/or map including a description of the event set up, such as event entry and exit, temporary restrooms, first aid, start/finish lines, inflatables, and a timeline of your event. Please write this description in the space provided below or attach the description as a Word document. Explain Your Site Plan (Attach additional sheet if necessary): Operating hours

for the carnival will 6-10 pm on June 18 + 19; 11:30 am - 10 pm on June 20. It will utilize all three city blocks on W Meadow + half of the street of W Meadow between Bridge + Mill, allowing those who live in the area to access their homes. They will also utilize Bridge from Meadow to the alley. Closures for these lots + streets will begin on June 15. Porta potties will be delivered to the city parking lot on the corner of W Meadow + Bridge on June 14th as Evans Midland Empire Shows Carnival will start the construction on Monday, June 15 or all rides will be removed by Sunday, June 21, 2006. SLF will also provide port-a-potties at the grassy area of the old fire station on the corner of Church + N. Smith streets + they will be dumped every 3 days. After visiting the community parking lot on the corner of Church + N. Smith + believe this is the best place for the 7 living trailers to be housed during the week of June 15-20, 2006. They will utilize the gravel + grassy area + only a small portion of the parking lot. (continued)

Smithville Lake Festival (Carnival)

5. They will need water & the use of electricity during their stay. There is a fire hydrant on the west side of this corner, but if we could gain access to the fire department building for water. This will need a regulator from the fire dept. for hoses. ~~This parking lot.~~ This parking lot will need to be blocked off on Saturday, June 13, so they can park after arrival.

The Evans Carnival will need somewhere to store their hauling equipment, in which the City has proposed they park them on the city lot at the corner of 169 Hwy & 2nd Creek Road or in the alternative at Smiths Fork soccer parking lot in the event bad weather is forecast.

There will be no need to barricade the carnival area as the wristbands will be a way to monitor who can access rides. LF will need to section off the recyclable dumpsters during this time.

6. PARKING PLAN

Do you have sufficient on street/lot parking at your event space? Yes: No:

If No: Additional Parking and Shuttle Routes need to be approved by the City. Explain Your Parking Plan (Attach additional sheet if necessary): See Map?

7. PUBLIC INFORMATION:

If applicable, surrounding businesses that will be impacted by the event must be notified no later than 14 days prior to the event. How will you notify neighbors/businesses of your event? Explain (Attach additional sheet if necessary):

Social media

8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary):

Social media

9. SECURITY PLAN:

Describe your security plan, including crowd control, internal security, and venue safety. Specify if you would like to hire off-duty police support. (Attach additional sheet if necessary):

LF has contracted for off-duty police officers to patrol the area on Friday + Saturday.

10. RESTROOM PLAN:

Describe your restroom/restroom cleaning plan. At least three restrooms must be provided for each estimated 500 attendees. Specify if you would like to hire city staff support (Attach additional sheet if necessary): _____

Port-a-potties will be placed at the carnival site + the trailer site + be cleaned every 3 days.

11. CLEAN UP PLAN:

Describe your clean-up plan, including trash removal and recycling containers. Specify if you would like to hire city staff support. (Attach additional sheet if necessary): _____

The carnival will clean up their area by Sunday, June 21st + the LF committee will clean up anything missed.

12. FIRST AID PLAN:

Describe your First Aid Plan. (Attach additional sheet if necessary): _____

13. UTILITY CONNECTIONS

Do you want to have a utility connection/s at your event? Yes: No: _____

If Yes: How Many Electric Pedestals? all

If Yes: How Many Water Hookups? Yes, Corner of W. Meadow + bridge

Additional Utility Requests (Attach additional sheet if necessary): _____

14. ROADWAY AND PARKING LOT CLOSURES:

Will you require a roadway closure? Yes: No: _____

If Yes: Explain (Attach additional sheet if necessary): 1/2 of

W Meadow between Bridge + Mill but allowing the three homes there access to their homes. See Map

15. OTHER STAFF SUPPORT:

Do you desire to hire city staff for other duties? Yes: ___ No: X

If Yes: Please Explain (Attach additional sheet if necessary): _____

16. SIGNAGE:

Do you want to also have advertising signage for your event on private property? Yes: ___ No: X

If Yes: Attach a [Sign Permit Application](#)

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: ___ No: X

Are you having amplified music?..... Yes: ___ No: X (If Yes, complete question 18 on [pg. 13](#))

Will you have food/sales vendors?..... Yes: ___ No: X (If Yes, complete question 20 on [pg. 15-16](#))

18. AMPLIFIED SOUND / PERFORMANCE LIST

If you plan to have amplified sound, provide a tentative list of performers, performance type, music genre, performance times, and duration. Include non-live prerecorded sound/music. The complete performance list is due 7 days before the event (Attach additional sheet if necessary):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

INSURANCE

Must submit a copy of your special event insurance policy with this form.

To be provided by Evans @ Midland Empire Shows

THE UNDERSIGNED is an authorized representative of the event sponsor (hereinafter Name of Event Sponsor referred to as "the Sponsor Organization") IN CONSIDERATION of being given the opportunity to sponsor this event (hereinafter referred to as "the Event"), THE SPONSOR ORGANIZATION: 1. HEREBY COVENANTS NOT TO SUE AND RELEASES, WAIVES, DISCHARGES AND INDEMNIFIES the Releasees ("Releasees" are defined as the City of Smithville and its respective officials, agents and employees) from all liability against any and all claims and causes of action for injury, death, disease, related in any manner to the Event; 2. IN THE ABSENCE OF PROVIDING PROOF OF INSURANCE COVERAGE, the Sponsor Organization further acknowledges that the City of Smithville is not sponsoring nor otherwise involved in the administration of the Event, and the Sponsor assumes responsibility for claims associated with its operation or administration. THE SPONSOR ORGANIZATION expressly agrees that the foregoing Special Event Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Missouri and that if any portion of this Special Event Release and Hold Harmless Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED, ON BEHALF OF THE SPONSOR ORGANIZATION, HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE SPECIAL EVENT RELEASE AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE

Barbara Lamb

Date

04/30/25

PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE

Barbara Lamb

TITLE

Secretary

LAKE FEST EVENT MAP



EVENT PARKING



RESTROOMS (4 total)



Police and Emergency Entrance



BEER SALES



FOOD TRUCK

1

SENIOR CENTER

2

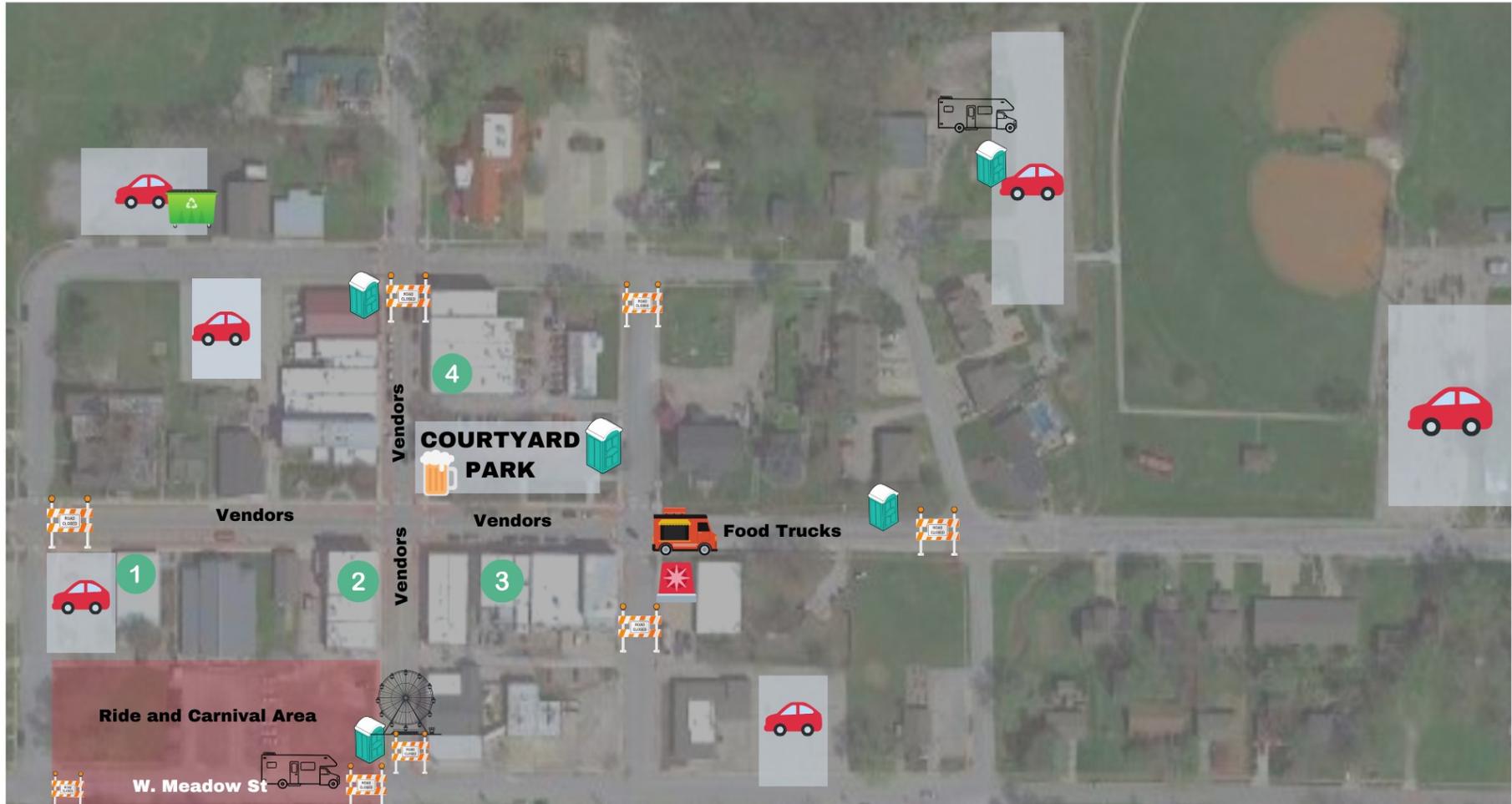
CORNERSTONE COFFEE

3

CHOPS BBQ

4

GIZMOS



JUNE 15 (MONDAY) - ARRIVE AND UNLOAD RIDES AND CARNIVAL (BARICADE W. MEADOW ST. THROUGH SUNDAY)

JUNE 16 AND 17 - (TUESDAY & WEDNESDAY) - SET UP ALL CARNIVAL FEATURES

JUNE 18 (THURSDAY) - FINISH SET CARNIVAL SET UP - CARNIVAL STARTS AT 6:00 PM (CARNIVAL ONLY)

JUNE 19 (FRIDAY) - LAKE FEST STARTS AT 5:00 PM - CARNIVAL STARTS AT 6:00 PM

JUNE 20 (SATURDAY) - PARADE 10:30 AM START - CARIVAL AND LAKE FEST 11:30 AM START

JUNE 21 (SUNDAY) - LEAVE THAT DAY AFTER CLEAN UP



Board of Aldermen Request for Action

MEETING DATE: 5/6/2025

DEPARTMENT: Administration

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

REQUESTED BOARD ACTION:

A motion to close the special session for the purpose of discussing legal matters pursuant to Section 610.021(1) RSMo.

SUMMARY:

To allow the Board of Aldermen to adjourn to Executive Session to discuss legal matters.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

The Board of Aldermen will vote to close the Board of Aldermen Special Session Pursuant Section 610.021(1) RSMo.

FINANCIAL CONSIDERATIONS:

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: | |