



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda - Amended 7-17-2023
7:00 p.m. Tuesday, July 18, 2023
City Hall Council Chambers and Via Videoconference

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

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

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

Join Zoom Meeting
<https://us02web.zoom.us/j/87554432224>

Meeting ID: 875 5443 2224
Passcode: 198503

- Minutes
 - June 20, 2023 Board of Aldermen Work Session Minutes
 - June 20, 2023 Board of Aldermen Regular Session Minutes
- Financial Report
 - Finance Report for June 2023
- **Resolution 1236, Appointment of A Temporary Alternate Prosecuting Attorney**
A Resolution approving the appointment of Mark Ellebracht as Temporary Alternate Prosecuting Attorney.
- **Resolution 1237, Leak Adjustment**
A Resolution approving the leak adjustment in the amount of \$3,137.68 utility billing customer James Woerhman for his December 2022 and January 2023 bills.
- **Resolution 1238, Temporary Liquor License – Festville**
A Resolution issuing a temporary liquor license to Eric Craig Real Estate team for Festville to be held in the downtown courtyard on Saturday, August 19, 2023.
- **Resolution 1239, Special Event Permit – Festville**
A Resolution issuing the special event permit to the Eric Craig Real Estate team for Festville to be held in the downtown courtyard on Saturday, August 19, 2023.
- **Resolution 1240, Acknowledging Emergency Purchase**
A Resolution authorizing the emergency repair of the aerator in digester #2 at the wastewater treatment plant from Mid-America Pump in the amount of \$39,569.05.
- **Resolution 1241, Sports League Contract**
A Resolution authorizing and directing the Mayor to enter into an agreement with the Smithville Warrior Youth Football Club for the use of city park land.
- **Resolution 1242, Special Request – Hot Summer Nights**
A Resolution approving the sponsorship request from Smithville Lions Club for Hot Summer Nights Events that will take place at the Courtyard on August 5, 12 and 26, 2023.
- **Resolution 1243, Liquor License**
A Resolution approving a liquor license for Ryan S. Wells for operation of Welco Brewing Company located at 117 South Commercial Avenue.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Report

- Economic Development Committee
- Planning and Zoning Commission
- Finance Committee

5. City Administrator's Report

ORDINANCES & RESOLUTIONS

6. Bill No. 2998-23, Fairview Crossing CID Funding Agreement – 2nd Reading

A Resolution approving the funding agreement for the Fairview Crossing Community Improvement District. 2nd reading by title only.

7. Bill No. 2999-23, Amending Chapter 640 Peddlers, Solicitors and Canvassers – 1st Reading

An Ordinance amending Chapter 640 concerning Peddlers, Solicitors and Canvassers. 1st reading by title only.

8. Bill No. 3000-23, Conditional Use Permit – Transfer Station – 1st Reading

An Ordinance approving a conditional use permit for a transfer station at 14820 North Industrial Drive on land zoned I-1. 1st reading by title only.

9. Resolution 1244, Renewing the City Tow Contract

A Resolution renewing the contract for city tow services with G.T. Tow Service to continue to provide police-ordered tows at a cost to the vehicle's owner of \$100.00 per tow.

10. Resolution 1245, Encroachment Agreements with Evergy Metro and Evergy Missouri West

A Resolution authorizing and directing the Mayor to sign encroachment agreements with Evergy for the construction of the west interceptor.

11. Resolution 1246, Purchase of Utility Meters

A Resolution authorizing the expenditure of \$12,538.80 for the purchase of utility meters from Kansas City Winnelson Company.

12. Resolution 1247, Single Phase Final Plat First Park 3rd Plat

A Resolution approving a final plat for First Park 3rd Plat.

13. Resolution 1248, Site Plan – Smithville Self Storage

A Resolution authorizing site plan approval for construction of eight new storage buildings at 14506 North 169 Highway.

14. Resolution 1249, Site Plan – Smithville School Transportation Facility

A Resolution authorizing site plan approval for construction of a transportation facility for the Smithville School District at 250 East 92 Highway.

15. Resolution 1250, Change Order No. 2, 4th Street Terrace - Added 7-17-2023

A Resolution approving Change Order No. 2 with Menke Excavating for 4th Street Terrace in the amount of \$49,554.

OTHER MATTERS BEFORE THE BOARD

16. 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.

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. Adjourn





Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT:

Administration/Finance/Utilities/Parks/Police

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**
 - June 20, 2023 Board of Aldermen Work Session Minutes
 - June 20, 2023 Board of Aldermen Regular Session Minutes
- **Financial Report**
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SUMMARY:

Voting to approve would approve the Board of Aldermen minutes, finance report 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 checked="" type="checkbox"/> Other: Finance Report | |

SMITHVILLE BOARD OF ALDERMEN

WORK SESSION

June 20, 2023, 6:30 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6259 p.m. A quorum of the Board was present: Melissa Wilson, Ronald Russell, Marv Atkins, Dan Hartman, Dan Ulledahl and Leeah Shipley.

Staff present: Cynthia Wagner, Gina Pate, Chief Jason Lockridge, Chuck Soules, Matt Denton, Stephen Larson and Linda Drummond.

2. Discission 5 Year Capital Improvement Plan Update

Stephen Larson, Finance Director, presented the 5 Year Capital Improvement Plan update.

5-Year CIP Development Process

February 2023 – Staff Review

April 2023 – Prioritization Given Available Resources

May & June 2023 – Review with the Board of Aldermen

October 2023 – Approve the 5-Year Capital Improvement Plan (CIP)

5 Year CIP – Update Highlights

- The City Administrator and Department Directors have worked together to update the Proposed Five-Year CIP (FY2024 – FY2028) for initial review by the Board of Aldermen.
- Projects with approved MARC Transportation Funding have been prioritized within the Five-Year CIP.
- Stormwater projects have been slotted into the Parks & Stormwater Sales Tax Fund CIP based upon Public Works staff review of recommendations from the Stormwater Master Plan developed by George Butler Associates.
- Board priorities developed from the May 17 Retreat have been integrated into the Five-Year CIP (such as the Wayfinding Signage Program).

Capital Projects Secured Mid-America Regional Council (MARC) Grant Reimbursements

Capital Improvement Project	Funding Program	Funding Amount
1 st & Bridge Street Round-A-Bout	Missouri Surface Transportation Block Grant Program (STBG)	\$896,000
Riverwalk Park – Phase I	Missouri Transportation Alternatives Program (TAP)	\$900,000
Second Creek Sidewalks	Missouri Transportation Alternatives Program (TAP)	\$600,000

Capital Project Cost Estimates for Secured MARC Funds

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement to City	Total Net Cost to City
1 st & Bridge Street Round-A-Bout	\$250,000	\$1,730,000	\$1,980,000	\$896,000 (45% of Project Total)	\$1,084,000
Riverwalk Park & Trail	\$250,000	\$1,800,000	\$2,050,000	\$900,000 (44% of Project Total)	\$1,150,000
Second Creek Sidewalks	\$150,000	\$945,000	\$1,095,000	\$600,000 (55% of Project Total)	\$495,000

General Fund

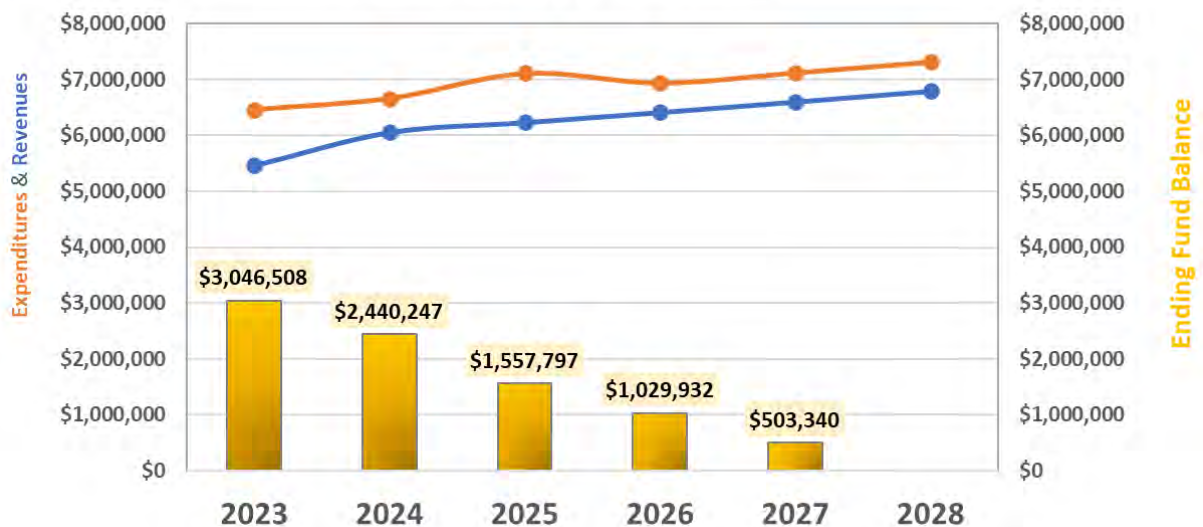
Proposed FY2024-FY2028 Capital Improvement Projects

Capital Improvement Projects	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Annual Wayfinding Signage Program	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
1 st & Bridge Street Round-A-Bout (20% of Engineering)	\$50,000	-	-	-	-
Annual Asphalt Overlay Program (Construction)	-	\$100,000	-	-	-
Annual Sidewalk Replacement Program (Construction)	-	\$50,000	-	-	-
2 nd Creek Bridge Sidewalks (30% of Construction)	-	\$250,000	-	-	-
Riverwalk Park & Trail (10% of Construction)	-	\$200,000	-	-	-
Grand Total (Net Cost)	\$150,000	\$700,000	\$100,000	\$100,000	\$100,000

**Projects with a GREEN background are new to the 5 Year General Fund CIP*

General Fund 5 Year Projected Cashflow

General Fund - 5 Year Forecast



General Fund Pending CIP Projects Listing

Pending Capital Improvement Projects	Cost Estimate
New Police Department Building (Engineering and Construction)	\$18,500,000
Animal Control Facility Added to New Police Department Building	\$500,000
Street Division & Parks Facility Building (Engineering and Construction)	\$3,500,000
Renovation of Current City Hall Following Construction of Police Building	\$500,000
Tornado Sirens (Purchase & Installation)	Unknown Cost
Grand Total (Net Cost)	\$23,000,000

Alderman Wilson asked if the pending cost of the tornado sirens is for replacing the ones we have or adding additional sirens with the growth of the city.

Chief Lockridge explained that this is most likely going to be a combination of both, replace the current system and expand the system for better coverage to take into consideration terrain and topography.

Utilities Department – Public Works

Waterline replacement projects

Cured in Place Pipe (CIPP) and manhole rehabilitation program

Wastewater Plant Maintenance

- Wipes and flushed debris collected within the Wastewater Treatment Plant.
- In the proposed Five Year FY2024 – FY2028 CIP, Public works staff have included the addition of a **headworks bar screen** to reduce the negative effects of flushed debris/wipes on the City's wastewater treatment infrastructure.

Proposed 5 Year CIP FY2024-FY2028 CWWS Fund (Non-Impact Fees)

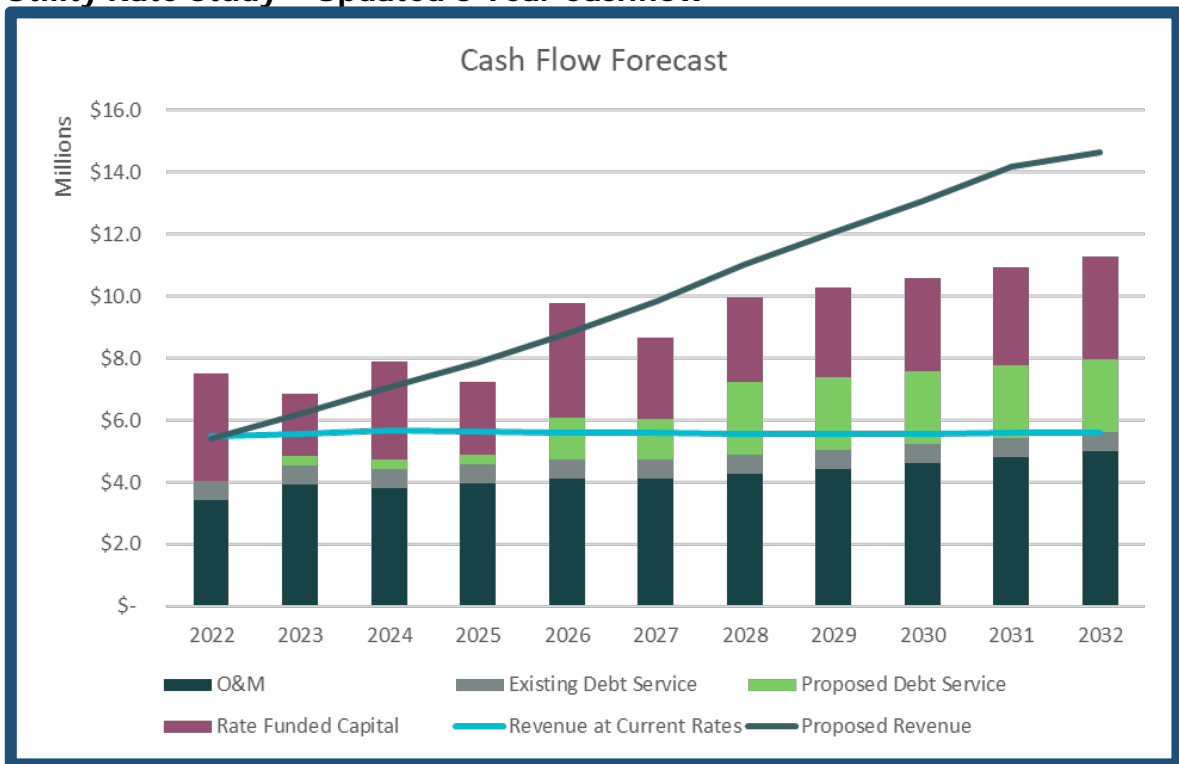
Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Interconnect Mains at 144th Street/169 Highway (Construction)	\$55,000	-	-	-	-
Highway 92 & Commercial Street Waterline (Engineering)	\$125,000	-	-	-	-
Owens Branch Gravity Line Phase #1, Line #1 (Construction)	\$2,200,000	-	-	-	-
144 th Street Lift Station (Construction)	\$1,700,000	-	-	-	-
West Bypass of the 144 th Street Lift Station (Construction)	\$2,200,000	-	-	-	-
Maple Lane & River Crossing 12" Waterline (50% of Construction)	\$700,000	-	-	-	-
Smith's Fork Force Main (Construction)	\$300,000	-	-	-	-
McDonalds/Central Bank Lift Station (Engineering)	\$100,000	-	-	-	-
Smith's Fork Park Waterline (Construction)	\$170,000	-	-	-	-
Headworks Bar Screen (Construction)	\$325,000	-	-	-	-
Stonebridge Lift Station (Engineering)	\$250,000	-	-	-	-
Stonebridge Lift Station (Construction)	\$500,000	-	-	-	-
Grand Total (Net Cost)	\$8,625,000	See Next Page			

Projects with a **GREEN background are new to the 5 Year CWWS CIP*

**Proposed 5 Year CIP
FY2024-FY2028 CWWS Fund (Non-Impact Fees)**

Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
McDonalds/Central Bank Lift Station (Construction)	-	\$500,000	-	-	-
Highway 92 & Commercial Street Waterline (Construction)	-	\$300,000	-	-	-
Owens Branch Gravity Line Phase #1, Line #2 (Engineering)	-	\$600,000	-	-	-
Owens Branch Gravity Line Phase #1, Line #2 (Construction)	-	-	\$2,500,000	-	-
Water Plant Expansion (Engineering)	-	-	\$2,100,000	-	-
Wastewater Treatment Plan Expansion (Construction)	-	-	\$3,000,000	\$3,000,000	-
Future Water and Wastewater Project Funding	-	-	-	\$2,000,000	-
Water Plant Expansion, Phase I (Construction)	-	-	-	-	\$7,500,000
Future Water and Wastewater Project Funding	-	-	-	-	\$2,000,000
Grand Total (Net Cost)	-	\$1,400,000	\$7,600,000	\$5,000,000	\$9,500,000

**CWWS Fund
Utility Rate Study – Updated 5 Year Cashflow**



- **Operational & maintenance** expenses are projected to grow over time.
- **Proposed debt service** increases over time as debt issuance occurs for new projects.
- **Rate funded capital** (pay with cash), shown in the magenta color bar stays consistent over time.

CWWS Fund 5 Year Cashflow Forecast



- Staff has updated the utility rate study developed through Raftelis Financial Consultants.
- Staff expect to retain adequate operating reserve cash flow through FY 2029.
- Rate adjustments will be necessary on an annual basis to maintain reserve levels.

Alderman Russell asked if the drop in 2027 included the planned rate increases.

Stephen explained that it does include planned rate increases over time and more discussion for the rate increases will occur at the work session on July 18.

Proposed 5 Year CIP FY2024 – FY2028 CWWS Fund (Water Impact Fees)

Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Maple Lane & River Crossing - 12" Waterline (50% of Construction)	\$700,000	-	-	-	-
Grand Total (Net Cost)	\$700,000	-	-	-	-

Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Wastewater Plant Expansion	\$1,050,000	-	-	-	-
Grand Total (Net Cost)	\$1,050,000	-	-	-	-

Transportation Sales Tax Fund

Annual Mill and Overlay and Sidewalk Replacement

- The **2023 Street Maintenance Program** is funded in the amount of \$400,000 and the Board has approved a contract with Pavement Management, Inc to complete the work.
- The **2023 Sidewalk Replacement Program** is funded in the amount of \$25,000 and the Board has approved a contract with Legacy Underground Construction to complete the work.
- The Board discussed pursuing a quarter cent sales tax increase to further fund the annual street maintenance program.

Proposed 5 Year CIP

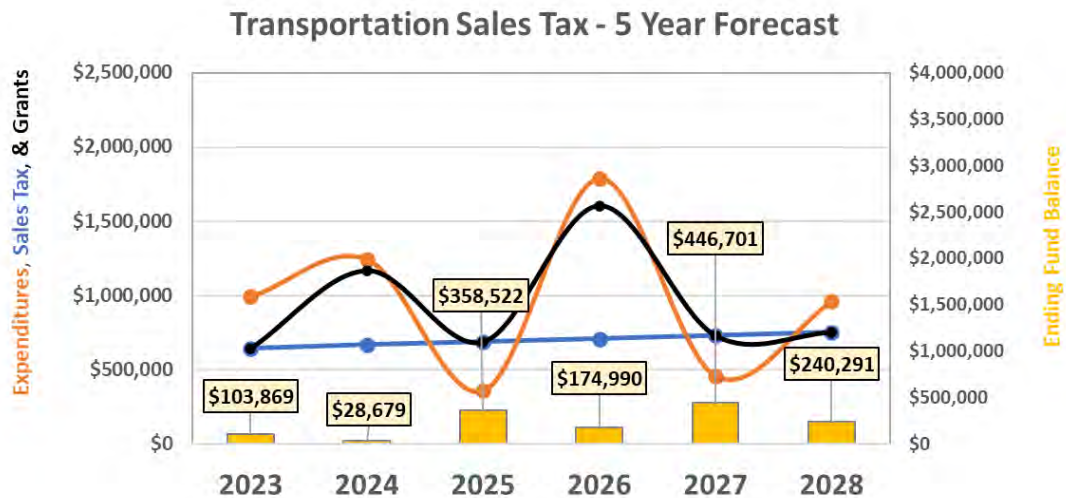
FY2024 – FY2028 Transportation Sales Tax Fund

Capital Improvement Project	FY 2024	FY2025	FY 2026	FY 2027	FY 2028
Annual Asphalt Overlay Program (Projects TBD)	\$300,000	\$200,000	\$200,000	\$300,000	\$200,000
Annual Sidewalk Replacement Program (Projects TBD)	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Commercial Street Sidewalks (Construction)	\$750,000	-	-	-	-
Commercial Street Sidewalks (MARC Reimbursement Grant)	(500,000)	-	-	-	-
1 st & Bridge St Round-A-Bout (80% of Construction)	-	-	\$1,430,000	-	-
1 st & Bridge St Round-A-Bout (MARC Reimbursement Grant)	-	-	(896,000)	-	-
180 th Street/Eagle Parkway Round-A-Bout (20% of Construction)	-	-	-	-	\$300,000
Pope Lane Round-A-Bout/Connection (15% of Construction)	-	-	-	-	\$300,000
Grand Total (Net Cost)	\$575,000	\$225,000	\$759,000	\$325,000	\$825,000

*Projects with a **GREEN** background are new to the 5 Year Transportation Sales Tax Fund CIP

Transportation Sales Tax Fund

5 Year Projected Cashflow

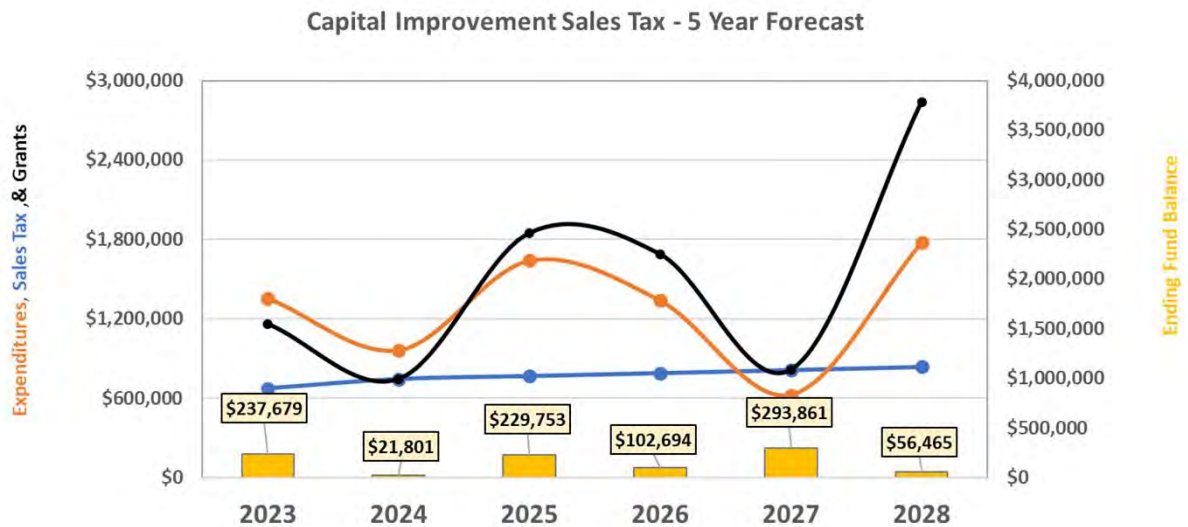


Capital Improvement Sales Tax Fund
Proposed 5 Year CIP
FY2024 – FY2028 Capital Improvement Sales Tax Fund

Capital Improvement Projects & Debt Service	FY 2024	FY2025	FY 2026	FY 2027	FY 2028
Annual Transfer to Pay General Obligation Debt	\$361,340	\$364,875	\$367,920	\$373,420	\$376,420
Riverwalk & Trail (Engineering)	\$250,000	-	-	-	-
2 nd Creek Sidewalks (Engineering)	\$150,000	-	-	-	-
1 st & Bridge Street Round-A-Bout (80% of Engineering)	\$200,000	-	-	-	-
2 nd Creek Sidewalks (Construction)	-	\$945,000	-	-	-
2 nd Creek Sidewalks (MARC Grant Reimbursement)	-	(600,000)	-	-	-
Riverwalk & Trail (60% of Construction)	-	\$480,000	\$670,000	-	-
Riverwalk & Trail (MARC Reimbursement)	-	(480,000)	(420,000)	-	-
1st & Bridge Street Round-A-Bout (20% of Construction)	-	-	\$300,000	-	-
180th & Eagle Parkway Round-A-Bout (Engineering)	-	-	-	\$250,000	-
Pope Lane Round-A-Bout (80% of Engineering)	-	-	-	-	\$400,000
180th & Eagle Parkway Round-A-Bout (75% of Construction)	-	-	-	-	\$1,000,000
180th & Eagle Parkway Round-A-Bout (MARC Reimbursement)	-	-	-	-	(700,000)
Grand Total (Net Cost)	\$961,340	\$709,875	\$917,920	\$623,420	\$1,076,420

**Projects with a GREEN background are new to the 5 Year Capital Improvement Sales Tax Fund CIP*

Capital Improvement Sales Tax Fund
5 Year Projected Cashflow



**Parks and Stormwater Sales Tax Fund
Proposed FY2024 – FY2028 CIP**

Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Heritage Park – 2 Shelters (Construction)	-	-	-	-	-
The "OK Railroad" Phase I (Construction)	\$281,000	-	-	-	-
The "OK Railroad" Phase I (RTP Grant)	(181,000)	-	-	-	-
Emerald Ridge Neighborhood Park & Signage (Construction)	\$450,000	-	-	-	-
Emerald Ridge NP & Signage (Grant Reimbursement)	-	-	-	-	-
Stonebridge Stormwater Improvements (Engineering)	\$50,000	-	-	-	-
Stonebridge Stormwater Improvements (Construction)	\$150,000	-	-	-	-
Dundee Road Stormwater Improvements (Engineering)	-	\$50,000	-	-	-
Dundee Road Stormwater Improvements (Construction)	-	\$150,000	-	-	-
Riverwalk Park & Trail (30% of Construction)	-	\$600,000	-	-	-
Grand Total (Net Cost)	\$750,000	\$800,000	See Next Page		

Projects with a **GREEN background are new to the 5 Year Parks & Stormwater Sales Tax Fund CIP*

Alderman Russell asked what the OK Railway was.

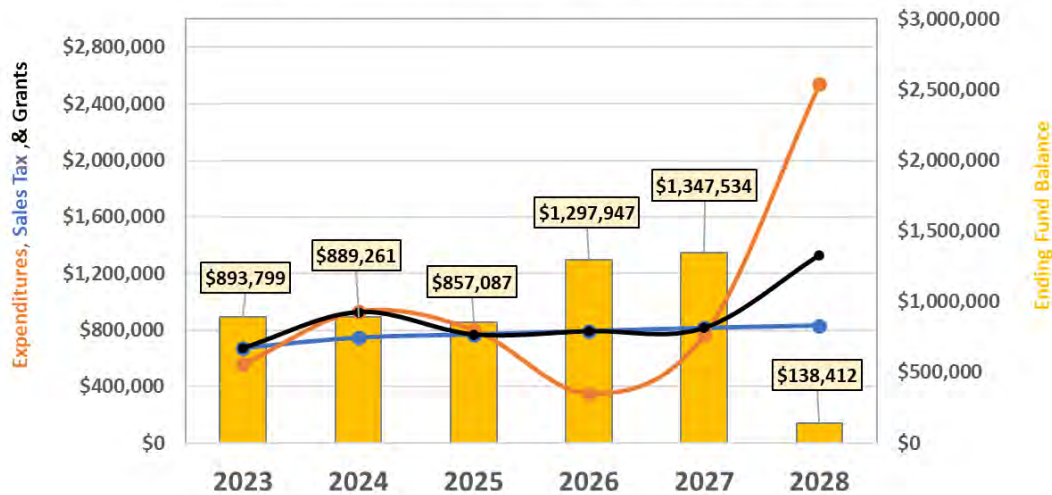
Stephen explained that it is Diamond Crest Park, and it was renamed for the purpose of the grant.

Capital Improvement Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Forest Oaks Stormwater Improvements (Engineering)	-	-	\$50,000	-	-
Forest Oaks Stormwater Improvements (Construction)	-	-	\$300,000	-	-
Cedar Lakes Stormwater Improvements (Engineering)	-	-	-	\$25,000	-
Cedar Lakes Stormwater Improvements (Construction)	-	-	-	\$100,000	-
Smith's Fork Park Complex (Design & Engineering)	-	-	-	\$640,000	-
Smith's Fork (Sport Courts, Skate Park, Basketball Court)	-	-	-	-	-
Maple Lane Stormwater Improvements (Engineering)	-	-	-	-	\$50,000
Maple Lane Stormwater Improvements (Construction)	-	-	-	-	\$250,000
Smith's Fork Park Complex (Construction, Phase I)	-	-	-	-	\$2,240,000
Grand Total (Net Cost)	-	-	\$350,000	\$765,000	\$2,540,000

Projects with a **GREEN background are new to the 5 Year Parks & Stormwater Sales Tax Fund CIP*

Parks and Stormwater Sales Tax Fund 5 Year Projects Cashflow

Park & Stormwater Sales Tax - 5 Year Forecast



All Funds Total Proposed FY2024 – FY2028 CIP

Capital Improvement Projects - All Funds	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
General Fund	\$150,000	\$700,000	\$100,000	\$100,000	\$100,000
Combined Water/Wastewater Fund - Non Impact Projects	\$8,625,000	\$1,400,000	\$7,600,000	\$5,000,000	\$9,500,000
Combined Water/Wastewater Fund - Water Impact Projects	\$700,000	-	-	-	-
Combined Water/Wastewater Fund - Wastewater Impact Projects	\$1,050,000	-	-	-	-
Transportation Sales Tax Fund	\$575,000	\$225,000	\$759,000	\$325,000	\$625,000
Capital Improvement Sales Tax Fund	\$961,340	\$459,875	\$917,920	\$623,420	\$1,076,420
Parks and Stormwater Sales Tax Fund	\$750,000	\$800,000	\$350,000	\$765,000	\$2,540,000
Grand Total (Net Cost)	\$12,811,340	\$3,584,875	\$9,726,920	\$6,813,420	\$13,841,420

5 Year Grand Total for All Funds	\$46,777,975
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CIP Review Conclusion

- MARC Grants have allowed the City to take advantage of outside funding to supplement project expenses.
- Projects are *aligned to preserve adequate cashflow amounts in all funds*.
- Rate adjustments will be necessary going forward to continue to fund capital improvement projects in the CWSWS Fund.
- The grand total Five-Year FY2024 – FY2028 CIP totals **\$46.8 million**, up from **\$41.8 million** in the FY2023 – FY2027 CIP. This is a result of more expensive projects, such as the Wastewater Plant Expansion and Smith's Fork Park Complex – Phase I.

Alderman Hartman asked Stephen how long he had been with the City.

Stephen said he had been with the City since October of 2020.

Alderman Hartman noted that prior to Stephen coming to work for the City there were not any charts or information like this, and he commended Stephen for the great job putting together all of these projections.

Alderman Atkins said that he thought it was great that staff is looking into the future as opposed to just repairing the old infrastructure.

Stephen explained that the cash flow graphs can look a little daunting by how low they go but staff updates these financials four times a year with the budget updates, and he personally refreshes the City's forecasts on a monthly basis. He noted that he watches the revenues that are coming in and also works with public works to see what change orders are projected and what inflationary measures are occurring.

Mayor Boley noted that on the special allocation funds need to be spent on infrastructure improvements and not just sit on it as it has been done in the past.

Cynthia made a couple of clarifications, as Stephen had indicated staff monitors this throughout the year based on finances, but also as new projects arise, and other priorities come up we make those adjustments and changes. She explained that is why staff bring this information to the Board for continual review. She noted just as a reminder, this is a five-year plan. The only actual year of expenditures that are budgeted is the next fiscal year. Cynthia thanked Stephen and his staff for putting this information together.

Alderman Russell asked if the MARC funding for the grants had been accepted yet for the roundabout, the riverwalk and the Commercial Street sidewalk.

Stephen explained that we had not received the funds, but the Board did approve the Resolutions that we would accept the funds and we have also paid the projects fees.

Alderman Russell asked what the ramifications would be if we decided to accept the funding and not do the projects.

Stephen explained that first off we would lose the one percent project fee that we have already paid in.

Cynthia noted that most likely in the future our funding requests would be seen in a less positive light because we were not able to follow through on a project.

3. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:59 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

June 20, 2023 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:06 p.m. A quorum of the Board was present: Melissa Wilson, Leeah Shipley, Marv Atkins, Ronald Russell, Dan Ulledahl and Dan Hartman.

Staff present: Cynthia Wagner, Gina Pate, Chief Jason Lockridge, Chuck Soules, Stephen Larson, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by Mayor Boley

3. Proclamations

- **July is Parks and Recreation Month**

4. Consent Agenda

- **Minutes**
 - June 6, 2023 Board of Aldermen Work Session Minutes
 - June 6, 2023 Board of Aldermen Regular Session Minutes
- **Financial Report**
 - Finance Report for June 2023
- **Resolution 1232, Amending the Cooperative Agreement with Clay County**

A Resolution amending the cooperative agreement with Clay County changing the funding amount for the July 4 fireworks display.

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

Upon roll call vote:

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. City Administrator's Report

Cynthia Wagner noted that Stephen Larson and his staff continually work to improve the information that we provide to the public included in utility bills. They have worked with our provider to make updates to provide a more informative utility bill. We will be rolling that information out in the next utility bill and in various social media posts to call attention to the changes that will make the bill easier to read and understand.

Cynthia noted that the Parks and Recreation Agency Performance Review is conducted annually by the National Parks and Recreation Association and this year's report is in the packet.

Cynthia noted that in the packet was information concerning commercial water and wastewater leak adjustments and the difference between residential and commercial accounts. She explained that staff was looking for direction from the Board concerning commercial water and wastewater leaks adjustments.

Water/Wastewater Billing Leak adjustment issue

The City of Smithville has for many years included a provision in the utility billing process that allowed adjustments to a customer's wastewater bill if the account holder suffered a water leak outside the home. The purpose was to effectively not charge the customer for the water that did not enter the sanitary sewer system. After a couple of very large water leaks in 2017 (one inside a home and one on an outdoor irrigation system) the Board of Aldermen requested staff draft changes to the leak adjustment system. The policy of Platte City was recommended as the policy to model for changes to our ordinance. The Board of Aldermen then approved changes to the leak adjustment policy in our combined water and wastewater system on October 3, 2017.

This new policy based upon the Platte City ordinance included a provision to also allow residential customers to get bill adjustments to the water usage bill, in addition to the wastewater process. There were several errors in that ordinance that were identified by staff, including removing the "City of Platte City" references. Those changes also clarified how residential customers could request an adjustment to their bill resulting from a large leak. These new requests were required to come to the Board of Aldermen for the first time. This new ordinance was adopted in February of 2018. The week following this new ordinance, staff discovered that the definitions used in the new ordinance erroneously excluded all wastewater adjustments from commercial accounts. At the next Board meeting, staff presented a new ordinance that changed the definitions and inserted a new provision for Non-Residential wastewater adjustments:

Wastewater Adjustment On Non-Residential Utility Bills. Any non-residential utility account that experiences a water leak outside of the structure served by the account shall, upon submittal of proof of repair of such leak to the City, be entitled to an adjustment to the wastewater portion of such bill to an amount equal to the account's average monthly usage that existed prior to such leak, and in no event shall there be an adjustment to the water portion of the utility bill.

Recently, a non-residential customer suffered a significant water leak outside the building. The customer sought an adjustment to their wastewater bill. While reviewing that request, it was discovered that the ordinance could be interpreted to exclude non-residential leak adjustments from the Board of Aldermen review and approval process. Staff seeks Board input on whether wastewater-only leak adjustments (non-residential customers still are responsible for all water usage) can be adjusted by staff administratively, or if a new review process should be considered. If a new process is recommended, staff recommends a work session discussion on the issue.

Stephen Larson, Finance Director explained that currently commercial wastewater leak adjustments by Ordinance are approved by the City Administrator. Staff is looking for direction from the Board if they want to discuss in a work session changing it to the same

process as the residential leak adjustment for Board approval. Stephen explained that commercials are wastewater leak adjustment only since they are not eligible for water adjustment.

Alderman Ulledahl asked that it be brought forward at a work session for the Board to discuss.

Cynthia reminded everyone that there is no meeting on July 4 due to the holiday and City Hall will be closed July 3 and 4. The August 1 meeting has been canceled. A special meeting is scheduled for Monday, August 28, to approve the language for a public safety sale tax following the approval of the state law allowing us to place this on the November ballot.

ORDINANCES & RESOLUTIONS

6. Bill No. 2995-23, FY2023 Budget Amendment No. 5 – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2995-23, amending the FY2023 Budget to add \$1,127,902 to the expenditure budget. 2nd reading by title only. Alderman Wilson seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2995-23 approved.

7. Bill No. 2996-23, 110 Smithville TIF Plan and Redevelopment Agreement – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2996-23, authorizing and directing the Mayor to approve the 110 Smithville Tax Increment Financing Plan, establish the Redevelopment Area, designate the Redevelopment Area as blighted, making other findings, designating 110 Smithville, LLC as the developer of record and authorizing the City to enter into a TIF Redevelopment Agreement between the City and 110 Smithville, LLC. 1st reading by title only. Alderman Wilson seconded the motion.

Public comment:

Deborah Garrison, 161 East First Street, spoke to the Board about her concerns about what the project would do to the parking downtown during an event.

Carol Dawkins, P.O. Box 972, spoke to the Board about their need to listen to what the residents are saying. She had collected another 71 signatures on her letters against the TIF.

Ali McClain, 1004 Coneflower Street, spoke to the Board about her concerns with the TIF project. She said that the census bureau has done studies on TIFs, and they are not good. She said that 65% of school funding comes from property taxes and TIFs divert huge sums of revenues for decades and that is not good for school business climate. Ms. McClain said that police officers and teachers are hard to retain and substitute teachers are making what they did decades ago. She said that she believes in public schools and asked if the Board still did. She said that TIFs are a mess everywhere and only divert public funds to development projects. She said that in 23 years the \$15 million property will depreciate in

value and will again be less money for the schools. She asked the Board to put the people before the money.

Scott Haggerty, 18165 Ridgley Road, spoke to the Board about the numbers for the TIF being incorrect in his opinion. He said that the TIF funding should only be for the removal of the blight.

Jerry Stewart, 14114 Lora Street, spoke to the Board about his concern about growth this project would bring to the City. He used to live in Fort Worth, Texas and has seen what growth can do to a city. He asked if the Board thought 85 little apartments would bring in people that would spend their money in Smithville. Mr. Stewart said that constituents believe and trust in the people that they elect and when those elected people do not listen to the constituents it breaks down and destroys that trust.

Alicia Neth, 708 Quincy Boulevard, spoke to the Board in support of the TIF project. She said that she has heard people comment that the TIF will be the death of downtown and rents would increase and cause businesses to close. She said that she cannot speak for other businesses, but she has not heard anyone downtown voice that concern. Ms. Neth said that she is looking forward to this project especially the potential foot traffic during slow summer months and new business that could come from the new anchor tenants that will be located on the building's main floor. She asked that the Board figure out a way to make it work.

Debra Dotson, 2004 NE 196th Place, spoke to the Board in support of the TIF. She said that with the first TIF there were a lot of people against Price Chopper receiving it, but the Board of Aldermen approved it and now we have a nice big grocery store, and it is great. We also have ancillary businesses located there and it has brought jobs to our community. She said that this TIF project will bring people in to add to the vibrancy of our community, diversity and inclusiveness. Ms. Dotson said that we need more housing, and this type of housing was discussed at length during the strategic part of the comprehensive plan and is exactly what people were asking for.

Board discussion.

Alderman Russell noted that he has heard several people voice opinions about wanting to see this returned to the TIF Commission for further review. A lot of people have been vocal about this, and the Board have all received a lot of letters concerning this issue. He said that it was his understanding that the last TIF was sent back to the TIF Commission.

Mayor Boley explained that the last TIF was not sent back to the TIF Commission once it was approved by them. Mayor Boley noted that the Board of Aldermen is an elected board and sending it back to the TIF Commission would be saying that they do not want to do their job.

Megan Miller, Economic Development Counsel with Gilmore and Bell, explained that there are three way that a TIF goes back to the TIF Commission. If you enlarge the boundaries, if you are changing the general land uses of the project and you are substantially changing the nature of the project. In this case not none of those things have happened, there is nothing that has triggered either of those three things to force it to go back to the TIF Commission for them to reevaluate. She explained that would essentially cause a new plan that they would then have to evaluate. Megan explained that the Board of Aldermen are who make the decision, the TIF Commission is merely a recommending body that looks

over the TIF plan to make sure that it is statutory correct and then recommends approval or disapproval to the Board of Aldermen. The Board of Aldermen will make the decision.

Alderman Russell said that he thinks the TIF Commission did a good job. He noted that School Board has been very vocal about their concerns, and a lot of people were involved during the process, plus he and the other members of the Board of Aldermen and Mayor have received a lot of letters from concerned constituents. He thinks that parking is still an issue and has not been resolved. Alderman Russell said that after just being presented the budget review for the 5-year plan where we went from a 40% Reserve to a 25% reserve and a projection of a zero percent reserve in 2028, with the utility rate increase projected for the next five years and the three tax increases on the next three ballots he does not feel that the City should be funding the TIF. He feels that the owner bought this property for a reason he does not think that taxpayer money should be sent to assist in this development. He thinks the development is good and everybody agrees that that is a terrible eyesore. He feels that a five-story building being seen in its place from 169 would be an eyesore. He does not feel this is a good use of taxpayer dollars.

Alderman Wilson noted that in listening to everyone in support of demolishing the old hospital and looking at the TIF plan and what the developer is asking for is in her opinion just the funding to tear down the building.

Mayor Boley noted that as to Alderman Russell point about spending down to zero, the City has a reserve policy in place that restricts going below the reserve. He explained that the property tax the City receives off of the building is insignificant and 30% of a new building would be a significant amount of money.

Alderman Hartman noted that the Board has paid attention to all of the received letters. He explained that the Board in meeting with the City attorney has gained a better understanding of the TIF plan. He said that in the TIF plan they are only asking for \$480,000 for demolition, \$450,000 for site work, \$154,000 for private land purchase, which no funds from the TIF are used for the land purchase from the City, and \$30,900 for initial commercial tenant improvements. Alderman Hartman said that he feels that school's issue is with the number of children that would come to the district with the project. He said that this is a relatively small TIF at \$1.1 million but it is for \$480,000 for demolition and \$450,000 for site work. He said that he wanted to make sure that people understand that the Board has vetted this process and have listened to the constituents, to the developer and to the attorneys.

Mayor Boley said that he thinks there is a misunderstanding that this TIF is 100% funded by property tax, there is an economic impact based on EATs for economic activity on this property. So, if there is a restaurant or a retail shop that is performing really well the TIF will be paid off sooner than the 20 years. Once the \$1.1 million TIF is paid off the property will go back on the tax rolls.

Cynthia noted that this plan is a changed plan from the plan that was submitted by and recommended by the TIF Commission. Those changes include a reduction in the total amount to be captured and is capped at \$1.1 million, plus interest. The plan is also capped at 20 years. She explained that the attorneys did listen to the TIF Commission in their request to look at capture of utility taxes as part of this, but that number was so small that it really would have been more costly administratively to track. In exchange for that we

have included some reductions in development fees for the project to offset those costs and that basically has the city bearing the burden of some of the other taxing jurisdictions.

Mayor Boley said that the School Board President did request we try to get this below \$1.2 million, and we have done more than that by getting it down to \$1.1 million. He noted that this property has been discussed as an economic impact area for well beyond when he became Mayor five years ago and we have met with at least six developers looking at that property and none of them could get it to pencil out. He said there is a big risk being taken on developing that property and that is the reason we have an economic development incentive program for these types of risks.

Alderman Russell said that even though the cost was gotten down to \$1.1 million he was still questioning why we would not allow only the \$880,000 for the demolition as the amount of the TIF. He said in listening to the TIF Commission meeting the owner said that if we were just to use that he would not be able to do the project. He said if we agree to fund the TIF for the demolition then that would be sufficient to send it back to TIF Commission or if that was explored and how that would affect the current owner. He understood that the developer said if we were just to go to fund the TIF for the demolition and clearing the land on the blighted property that it would not be viable.

Alderman Wilson said that is pretty well where we are at with the current plan. She said the demolition is the majority of the \$1.1 million.

Mayor Boley said that he had heard people say quite often why does the City not buy the building and tear it down or even the school. He explained that with the public construction projects having to go by the prevailing wage for asbestos removal, plus the cost of concrete and construction would be pretty expensive. He noted that the City or the school buying the property takes it completely out of the tax base so that is not a very viable option either. The land discussed for parking lots there are currently no taxes collected on them because the City owns them and once the City sells them and they go to private hands they start paying taxes on them, so it is additional tax income.

Alderman Atkins said that what he has been hearing from a lot of people is the children and the money that is being lost and you made a statement that the School Board President asked that we get it below \$1.2 million, and we did.

By roll call vote.

Alderman Hartman – Aye, Alderman Shipley – Aye, Alderman Atkins – Aye,
Alderman Wilson – Aye, Alderman Ulledahl – Aye, Alderman Russell – No.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2996-23 approved first reading.

8. Bill No. 2997-23, 110 Smithville TIF Redevelopment Project – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2997-23, authorizing and directing the Mayor to approve the Redevelopment Project for the 110 Smithville Tax Increment Financing Plan and activating the collection of Tax Increment Financing Revenues within the Project. 1st reading by title only. Alderman Wilson seconded the motion.

Alderman Russell asked if this might be an opportunity for eminent domain for the City to take over the property.

Mayor Boley explained that the City would have to purchase the property and pay for the demolition.

By roll call vote.

Alderman Ulledahl – Aye, Alderman Wilson – Aye, Alderman Hartman – Aye,
Alderman Shipley – Aye, Alderman Russell – No, Alderman Atkins – Aye.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2997-23 approved first reading.

9. Bill No. 2998-23, Fairview Crossing CID Funding Agreement – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2998-23, approving the funding agreement for the Fairview Crossing Community Improvement District. 1st reading by title only. Alderman Wilson seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2998-23 approved first reading.

10. Resolution 1233, Accepting Permanent Sewer Easement

Alderman Ulledahl moved to approve Resolution 1233, accepting a permanent sewer easement from Central Trust Bank to allow Fairview Crossing North access to the pump station.. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1233 approved.

11. Resolution 1234, Change Order No. 1, 4th Street and 4th Terrace

Alderman Ulledahl moved to approve Resolution 1234, approving change order No. 1 for 4th Street and 4th Terrace to the contract with Menke Excavating in the amount of \$30,300 for additional work involving replacement of the sewer main. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1234 approved.

12. Resolution 1235, Authorizing Expenditure for Playground Resurfacing

Alderman Ulledahl moved to approve Resolution 1235, authorizing the expenditure for the resurfacing of Heritage Park and Smith's Fork Park playgrounds through the cooperative agreement with Sourcewell to Next Generation Recreation in the amount of \$179,369. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1235 approved.

OTHER MATTERS BEFORE THE BOARD

13. Public Comment

Scott Allen, 303 Amesbury Drive, spoke to the Board about his concern about John Chevalier and how he believed he should be removed from the Planning and Zoning Commission because of his social media posts.

Roberta Lowman, 16251 Lowman Road, spoke to the Board about the property on the corner of Second Creek and Lowman Road. She explained that the property is overgrown and needs to be maintained. She said that she is getting rodents, snakes and insects coming on to her property because of it.

14. New Business from the Floor

Alderman Russell reminded everyone that we will hold the annual fireworks display at the dam on July 1. He also thanked everyone how helped with Lakefest this past weekend.

15. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:52 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



FY2023 BUDGET - FINANCIAL UPDATE

6/30/2023

REVENUES BY FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
GENERAL FUND	5,542,691.24	5,466,340.00	4,414,572.74	5,466,340.00	80.76%
CAPITAL PROJECTS FUND	289,753.81	40,000.00	-	40,000.00	0.00%
CAPITAL IMPROVEMENT SALES TAX FUND	692,937.19	1,160,435.00	496,728.54	1,160,435.00	42.81%
DEBT SERVICE FUND	351,550.00	354,845.00	354,845.00	354,845.00	100.00%
TRANSPORTATION SALES TAX FUND	623,946.76	589,713.00	432,478.14	589,713.00	73.34%
COMBINED WATER/WASTEWATER SYSTEMS FUND	7,599,377.78	9,340,817.00	3,807,661.87	9,340,817.00	40.76%
SANITATION FUND	813,121.89	915,860.00	572,937.52	915,860.00	62.56%
SPECIAL ALLOCATION FUND	9,285,969.81	705,000.00	614,305.11	705,000.00	87.14%
PARK & STORMWATER SALES TAX FUND	701,959.69	672,435.00	496,164.59	672,435.00	73.79%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	368,778.35	422,100.00	173,296.04	422,100.00	41.06%
COMMONS CID FUND	350,438.80	380,250.00	260,528.87	380,250.00	68.52%
DONATION FUND	3,305.00	10,500.00	21,476.43	10,500.00	204.54%
AMERICAN RESCUE PLAN ACT FUND	1,120,698.48	-	-	-	
	27,744,528.80	20,058,295.00	11,644,994.85	20,058,295.00	58.06%

EXPENDITURES BY FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
GENERAL FUND	5,853,698.64	6,465,310.00	3,966,919.51	6,465,310.00	61.36%
CAPITAL PROJECTS FUND	127,000.00	84,000.00	83,729.34	84,000.00	
CAPITAL IMPROVEMENT SALES TAX FUND	536,192.40	1,355,370.00	459,654.50	1,355,370.00	33.91%
DEBT SERVICE FUND	339,212.50	343,040.00	250,620.00	343,040.00	73.06%
TRANSPORTATION SALES TAX FUND	656,800.23	992,246.00	156,965.94	992,246.00	15.82%
COMBINED WATER/WASTEWATER SYSTEMS FUND	3,630,014.60	13,121,615.00	3,862,379.21	13,121,615.00	29.44%
SANITATION FUND	818,525.83	900,600.00	573,428.74	900,600.00	63.67%
SPECIAL ALLOCATION FUND	7,244,891.86	1,656,902.00	692,165.01	1,656,902.00	41.77%
PARK & STORMWATER SALES TAX FUND	329,898.48	647,750.00	70,525.80	647,750.00	10.89%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	210,127.57	381,750.00	220,295.22	381,750.00	57.71%
COMMONS CID FUND	554,816.41	335,618.00	137,498.23	335,618.00	40.97%
DONATION FUND	-	20,000.00	9,885.65	20,000.00	
AMERICAN RESCUE PLAN ACT FUND	1,330,033.49	953,270.00	711,473.97	953,270.00	74.64%
	21,631,212.01	27,257,471.00	11,195,541.12	27,257,471.00	41.07%

GENERAL FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	1,007,610.30	1,043,745.00	1,092,916.15	1,043,745.00	104.71%
SALES AND USE TAXES	2,122,572.19	2,068,284.00	1,414,162.03	2,068,284.00	68.37%
FRANCHISE TAXES	742,590.12	674,690.00	509,433.02	674,690.00	75.51%
OTHER TAXES	371,802.62	385,402.00	336,591.62	385,402.00	87.34%
LICENSES, FEES, AND PERMITS	402,259.69	408,964.00	225,909.81	408,964.00	55.24%
INTERGOVERNMENTAL REVENUES	48,263.29	53,210.00	48,959.14	53,210.00	92.01%
CHARGES FOR SERVICES	327,865.38	359,230.00	223,060.70	359,230.00	62.09%
FINES AND FORFEITS	123,682.24	117,775.00	72,544.69	117,775.00	61.60%
INTEREST	126,203.05	65,000.00	331,624.57	65,000.00	510.19%
DONATIONS	-	-	-	-	#DIV/0!
OTHER REVENUE	39,976.90	5,400.00	26,408.57	5,400.00	489.05%
DEBT ISSUED	1,807.91	3,300.00	-	3,300.00	
TRANSFERS IN	225,340.00	277,560.00	127,614.00	277,560.00	45.98%
	5,539,973.69	5,462,560.00	4,409,224.30	5,462,560.00	80.72%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	676,792.05	700,930.00	457,332.80	700,930.00	65.25%
STREET	1,086,191.52	1,607,960.00	679,486.78	1,607,960.00	42.26%
POLICE	2,304,749.38	2,227,070.00	1,588,231.31	2,227,070.00	71.31%
DEVELOPMENT	467,272.31	514,820.00	309,465.71	514,820.00	60.11%
FINANCE	443,700.30	466,260.00	311,144.26	466,260.00	66.73%
COURT	-	-	-	-	
PARKS & REC	786,066.42	859,000.00	570,706.99	859,000.00	66.44%
SENIOR CENTER	27,391.10	36,890.00	21,185.31	36,890.00	57.43%
ELECTED OFFICIALS	51,777.91	43,280.00	23,017.30	43,280.00	53.18%
ANIMAL SHELTER	9,757.65	9,100.00	6,349.05	9,100.00	69.77%
EMERGENCY	-	-	-	-	
	5,853,698.64	6,465,310.00	3,966,919.51	6,465,310.00	61.36%

ADMINISTRATION

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	293,981.84	317,640.00	206,818.08	317,640.00	65.11%
PART-TIME WAGES	33,442.35	37,500.00	25,226.00	37,500.00	67.27%
OVERTIME WAGES	-	-	-	-	
FICA EXPENSE	24,516.20	27,170.00	17,190.09	27,170.00	63.27%
EMPLOYEE BENEFITS	19,898.78	23,080.00	22,415.87	23,080.00	97.12%
WORKER'S COMPENSATION	564.31	760.00	556.60	760.00	73.24%
RETIREMENT EXPENSE	25,680.89	33,390.00	19,402.68	33,390.00	58.11%
UNEMPLOYMENT BENEFITS	3,728.56	-	-	-	
Personnel	401,812.93	439,540.00	291,609.32	439,540.00	66.34%
REPAIRS & MAINTENANCE - BLDG	6,680.97	9,170.00	15,561.32	9,170.00	169.70%
REPAIRS & MAINTENANCE - EQUIP	6,693.10	8,840.00	6,086.67	8,840.00	68.85%
REPAIRS & MAINT - VEHICLES	-	-	-	-	
REPAIRS & MAINTENANCE - SFTWRE	18,115.03	19,400.00	18,468.58	19,400.00	95.20%
ELECTRICITY	1,305.28	2,050.00	784.08	2,050.00	38.25%
TELEPHONE/INTERNET	2,824.71	2,770.00	1,904.21	2,770.00	68.74%
MOBILE COMMUNICATIONS	2,410.07	2,490.00	1,650.75	2,490.00	66.30%
CAPITAL EXPENDITURES - EQUIP	-	19,000.00	22,394.40	19,000.00	117.87%
CAPITAL EXPENDITURES - SOFTWARE	-	60,000.00	-	60,000.00	0.00%
TOOLS & SUPPLIES	602.86	430.00	1,567.01	430.00	364.42%
Operation and Maintenance	38,632.02	124,150.00	68,417.02	124,150.00	55.11%
FUEL	-	-	-	-	
Contractual Services	-	-	-	-	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Insurance	#N/A	#N/A	#N/A	#N/A	#N/A
INSURANCE EXPENSE	5,343.67	6,650.00	5,349.81	6,650.00	80.45%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
TRAINING & TRAVEL EXPENSE	13,145.37	11,410.00	9,329.26	11,410.00	81.76%
OFFICE SUPPLIES	8,201.09	7,170.00	5,421.04	7,170.00	75.61%
Office and Administrative	#N/A	#N/A	#N/A	#N/A	#N/A
EMPLOYEE WELLNESS	-	-	112.97	-	11297.00%
Capital Improvement Projects	-	-	112.97	-	11297.00%
Transfers Out					
TOTAL GENERAL FUND	#N/A	#N/A	#N/A	#N/A	#VALUE!

PUBLIC WORKS (STREET)

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	429,174.71	497,450.00	324,204.87	497,450.00	65.17%
PART-TIME WAGES	20,971.42	22,360.00	14,657.88	22,360.00	65.55%
OVERTIME WAGES	8,795.94	8,000.00	3,556.84	8,000.00	44.46%
FICA EXPENSE	32,153.05	40,380.00	24,045.50	40,380.00	59.55%
EMPLOYEE BENEFITS	67,071.29	88,190.00	63,730.30	88,190.00	72.26%
WORKER'S COMPENSATION	32,136.78	42,610.00	31,206.24	42,610.00	73.24%
RETIREMENT EXPENSE	37,250.46	47,520.00	26,570.56	47,520.00	55.91%
UNIFORM EXPENSE	1,956.61	3,000.00	3,291.76	3,000.00	109.73%
Personnel	629,510.26	749,510.00	491,263.95	749,510.00	65.54%
REPAIRS & MAINTENANCE - BLDG	38.66	1,000.00	-	1,000.00	0.00%
REPAIRS & MAINTENANCE - EQUIP	1,620.45	1,490.00	386.06	1,490.00	25.91%
REPAIRS & MAINT - VEHICLES	2,626.95	1,500.00	1,566.28	1,500.00	104.42%
REPAIRS & MAINTENANCE - SFWRE	103,135.53	9,940.00	5,727.51	9,940.00	57.62%
ELECTRICITY	85,999.58	94,300.00	62,994.83	94,300.00	66.80%
PROPANE	5,058.39	10,000.00	6,049.80	10,000.00	60.50%
TELEPHONE/INTERNET	5,838.69	4,630.00	3,255.66	4,630.00	70.32%
MOBILE COMMUNICATIONS	4,848.98	5,200.00	4,804.82	5,200.00	92.40%
CAPITAL EXPENDITURES - EQUIP	2,076.77	-	45.25	-	4525.00%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
TOOLS & SUPPLIES	748.42	1,500.00	243.35	1,500.00	16.22%
FUEL	-	-	101.91	-	10191.00%
Operation and Maintenance	211,992.42	129,560.00	85,175.47	129,560.00	65.74%
PROFESSIONAL SERVICES	161,454.97	237,070.00	43,161.07	237,070.00	18.21%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Contractual Services	#N/A	#N/A	#N/A	#N/A	#N/A
DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
Insurance	-	1,000.00	-	1,000.00	0.00%
INSURANCE EXPENSE	13,806.82	19,370.00	20,634.24	19,370.00	106.53%
TRAINING & TRAVEL EXPENSE	4,287.44	3,000.00	3,045.89	3,000.00	101.53%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Office and Administrative	#N/A	#N/A	#N/A	#N/A	#N/A
MEMBERSHIPS & SUBSCRIPTIONS	1,354.52	950.00	40.00	950.00	4.21%
Capital Improvement Projects	1,354.52	950.00	40.00	950.00	4.21%
CAPITAL IMPROVEMENT PROJECTS	42,183.00	430,000.00	-	430,000.00	0.00%
Other Expenses	42,183.00	430,000.00	-	430,000.00	0.00%
MISCELLANEOUS	-	-	(250.00)	-	-25000.00%
Transfers Out	-	-	(250.00)	-	-25000.00%
TOTAL GENERAL FUND	#N/A	#N/A	#N/A	#N/A	

POLICE DEPARTMENT

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	1,085,225.89	1,189,510.00	814,933.59	1,189,510.00	68.51%
PART-TIME WAGES	16,026.31	19,900.00	9,973.22	19,900.00	50.12%
OVERTIME WAGES	100,484.98	67,600.00	54,052.41	67,600.00	79.96%
FICA EXPENSE	87,449.84	92,520.00	63,744.14	92,520.00	68.90%
EMPLOYEE BENEFITS	151,300.84	174,780.00	137,929.42	174,780.00	78.92%
WORKER'S COMPENSATION	49,832.93	62,840.00	46,022.07	62,840.00	73.24%
RETIREMENT EXPENSE	94,651.97	155,890.00	83,048.50	155,890.00	53.27%
UNIFORM EXPENSE	25,246.73	24,970.00	10,532.17	24,970.00	42.18%
Personnel	1,610,219.49	1,788,010.00	1,220,235.52	1,788,010.00	68.25%
REPAIRS & MAINT - BLDG	13,959.99	9,910.00	7,979.38	9,910.00	80.52%
REPAIRS & MAINTENANCE - EQUIP	10,139.37	9,110.00	6,733.57	9,110.00	73.91%
REPAIRS & MAINT - VEHICLES	46,768.94	23,960.00	29,855.50	23,960.00	124.61%
REPAIRS & MAINT - SOFTWARE	28,493.70	41,860.00	26,271.96	41,860.00	62.76%
ELECTRICITY	7,190.88	7,160.00	5,365.45	7,160.00	74.94%
TELEPHONE/INTERNET	5,636.02	7,730.00	2,742.67	7,730.00	35.48%
MOBILE COMMUNICATIONS	7,292.03	9,390.00	7,297.59	9,390.00	77.72%
CAPITAL EXPENDITURES - EQUIP	90,751.88	26,700.00	31,567.22	26,700.00	118.23%
CAPITAL EXPENDITURES - VEHICLE	415.38	-	1,200.00	-	120000.00%
CAPTIAL EXPENDITURES - SFTWARE	20,200.87	2,500.00	1,519.20	2,500.00	60.77%
TOOLS & SUPPLIES	16,096.56	19,470.00	4,855.80	19,470.00	24.94%
FUEL	48,347.33	48,750.00	28,098.33	48,750.00	57.64%
ANIMAL CONTROL	-	500.00	-	500.00	0.00%
Operation and Maintenance	295,292.95	207,040.00	153,486.67	207,040.00	74.13%
PROFESSIONAL SERVICES	74,066.54	36,760.00	33,365.82	36,760.00	90.77%
LEGAL FEES	-	-	1,980.00	-	198000.00%
DISPATCHING	71,104.49	72,560.00	65,204.66	72,560.00	89.86%
CONFINEMENT	3,425.21	6,000.00	3,406.17	6,000.00	56.77%
Contractual Services	148,596.24	115,320.00	103,956.65	115,320.00	90.15%
COURT APPOINTED FEES	-	-	7,164.59	-	716459.00%
Insurance	-	-	7,164.59	-	716459.00%
INSURANCE DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
INSURANCE EXPENSE	51,193.79	56,120.00	54,031.64	56,120.00	96.28%
TRAINING & TRAVEL EXPENSE	33,971.78	28,810.00	23,776.06	28,810.00	82.53%
ACADEMY TRAINING	5,239.18	10,000.00	10,478.36	10,000.00	104.78%
Office and Administrative	90,404.75	95,930.00	88,286.06	95,930.00	92.03%
ADVERTISING	335.90	250.00	-	250.00	0.00%
Capital Improvement Projects	335.90	250.00	-	250.00	0.00%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
MEMBERSHIPS & SUBSCRIPTIONS	20,912.65	17,190.00	10,193.92	17,190.00	
Other Expenses	#N/A	#N/A	#N/A	#N/A	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	#N/A	#N/A	#N/A	#N/A	

DEVELOPMENT

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	293,553.34	311,210.00	189,574.20	311,210.00	60.92%
OVERTIME WAGES	432.03	750.00	276.96	750.00	36.93%
FICA EXPENSE	21,349.44	23,870.00	13,594.94	23,870.00	56.95%
EMPLOYEE BENEFITS	31,549.52	36,050.00	27,478.50	36,050.00	76.22%
WORKER'S COMPENSATION	10,171.88	12,880.00	9,432.91	12,880.00	73.24%
RETIREMENT EXPENSE	25,870.89	29,330.00	16,526.90	29,330.00	56.35%
UNIFORM EXPENSE	764.20	1,800.00	161.45	1,800.00	8.97%
Personnel	383,691.30	415,890.00	257,045.86	415,890.00	61.81%
REPAIRS & MAINTENANCE - BLDG	1,449.52	1,320.00	1,312.20	1,320.00	99.41%
REPAIRS & MAINTENANCE - EQUIP	890.01	1,630.00	951.47	1,630.00	58.37%
REPAIRS & MAINT - VEHICLES	2,866.09	1,640.00	76.13	1,640.00	4.64%
REPAIRS & MAINT - SFTWRE/MAPS	25,097.94	23,560.00	24,775.53	23,560.00	105.16%
ELECTRICITY	1,083.19	1,410.00	784.08	1,410.00	55.61%
TELEPHONE/INTERNET	1,708.71	1,950.00	864.54	1,950.00	44.34%
MOBILE COMMUNICATIONS	1,867.06	2,200.00	1,489.56	2,200.00	67.71%
CAPITAL EXPENDITURES - EQUIP	3,166.99	1,600.00	2,005.98	1,600.00	125.37%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HARDWARE	-	-	-	-	
TOOLS & SUPPLIES	184.32	1,020.00	164.58	1,020.00	16.14%
FUEL	4,094.86	6,570.00	1,534.02	6,570.00	23.35%
Operation and Maintenance	42,408.69	42,900.00	33,958.09	42,900.00	79.16%
PROFESSIONAL SERVICES	27,640.88	36,190.00	7,140.52	36,190.00	19.73%
Contractual Services	27,640.88	36,190.00	7,140.52	36,190.00	19.73%
INSURANCE EXPENSE	6,537.74	7,210.00	6,456.46	7,210.00	89.55%
Insurance	6,537.74	7,210.00	6,456.46	7,210.00	89.55%
TRAINING & TRAVEL EXPENSE	2,612.28	3,000.00	1,121.50	3,000.00	37.38%
OFFICE SUPPLIES EXPENSE	1,046.45	1,000.00	722.66	1,000.00	72.27%
POSTAGE	1,140.27	1,800.00	800.11	1,800.00	44.45%
ADVERTISING	2,154.70	5,400.00	2,150.51	5,400.00	39.82%
MEMBERSHIPS & SUBSCRIPTIONS	40.00	1,430.00	70.00	1,430.00	4.90%
Office and Administrative	6,993.70	12,630.00	4,864.78	12,630.00	38.52%
Capital Improvement Projects	-	-	-	-	
MISCELLANEOUS EXPENSE	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	467,272.31	514,820.00	309,465.71	514,820.00	60.11%

FINANCE DEPARTMENT

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	230,587.77	247,930.00	148,823.93	247,930.00	60.03%
PART-TIME WAGES	-	-	-	-	
OVERTIME WAGES	94.94	750.00	504.00	750.00	67.20%
FICA EXPENSE	16,960.54	19,030.00	11,158.17	19,030.00	58.63%
EMPLOYEE BENEFITS	40,531.98	50,450.00	22,457.01	50,450.00	44.51%
WORKER'S COMPENSATION	414.64	520.00	380.83	520.00	73.24%
RETIREMENT EXPENSE	19,653.90	23,380.00	12,723.17	23,380.00	54.42%
Personnel	308,243.77	342,060.00	196,047.11	342,060.00	57.31%
REPAIRS & MAINTENANCE - BLDG	915.24	880.00	658.80	880.00	74.86%
REPAIRS & MAINTENANCE - EQUIP	1,727.73	740.00	611.45	740.00	82.63%
REPAIRS & MAINTENANCE - SFTWRE	22,087.72	22,160.00	19,237.79	22,160.00	86.81%
ELECTRICITY	787.79	1,030.00	570.25	1,030.00	55.36%
TELEPHONE/INTERNET	1,132.32	1,380.00	598.36	1,380.00	43.36%
MOBILE COMMUNICATIONS	445.99	490.00	323.53	490.00	66.03%
CAPITAL EXPENDITURES - EQUIP	-	-	-	-	
TOOLS & SUPPLIES	302.71	1,340.00	1,933.78	1,340.00	144.31%
Operation and Maintenance	27,399.50	28,020.00	23,933.96	28,020.00	85.42%
PROFESSIONAL SERVICES	41,242.56	37,850.00	41,129.49	37,850.00	108.66%
Contractual Services	41,242.56	37,850.00	41,129.49	37,850.00	108.66%
INSURANCE EXPENSE	3,428.00	3,690.00	3,192.42	3,690.00	86.52%
Insurance	3,428.00	3,690.00	3,192.42	3,690.00	86.52%
TRAINING & TRAVEL EXPENSE	769.10	1,200.00	888.26	1,200.00	74.02%
OFFICE SUPPLIES	1,069.36	650.00	1,633.52	650.00	251.31%
ADVERTISING	-	260.00	-	260.00	0.00%
BANK CHARGES	61,033.01	52,010.00	43,899.50	52,010.00	84.41%
MEMBERSHIPS & SUBSCRIPTIONS	515.00	520.00	420.00	520.00	80.77%
Office and Administrative	63,386.47	54,640.00	46,841.28	54,640.00	85.73%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	443,700.30	466,260.00	311,144.26	466,260.00	66.73%



PARKS & RECREATION					6/30/2023
GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	263,511.32	321,350.00	194,511.85	321,350.00	60.53%
PART-TIME WAGES	17,576.48	21,840.00	16,811.76	21,840.00	76.98%
PART-TIME RECREATION WAGES	4,647.46	4,100.00	257.13	4,100.00	6.27%
OVERTIME WAGES	3,625.49	2,000.00	3,529.45	2,000.00	176.47%
FICA EXPENSE	21,503.89	26,730.00	16,341.13	26,730.00	61.13%
EMPLOYEE BENEFITS	30,541.75	56,220.00	23,315.05	56,220.00	41.47%
WORKER'S COMPENSATION	11,738.41	15,730.00	11,520.16	15,730.00	73.24%
RETIREMENT EXPENSE	18,556.94	30,400.00	15,314.17	30,400.00	50.38%
UNIFORM EXPENSE	2,428.34	3,250.00	3,745.58	3,250.00	115.25%
Personnel	374,130.08	481,620.00	285,346.28	481,620.00	59.25%
REPAIRS & MAINTENANCE - BLDG	2,568.07	1,000.00	484.12	1,000.00	48.41%
REPAIRS & MAINTENANCE - EQUIP	34,033.23	11,500.00	7,832.92	11,500.00	68.11%
REPAIRS & MAINT - VEHICLES	295.81	750.00	459.99	750.00	61.33%
REPAIRS & MAINT - INFRASTRUCTR	7,694.71	21,000.00	17,156.55	21,000.00	81.70%
REPAIRS & MAINT - PARKS	13,920.35	19,000.00	18,696.70	19,000.00	98.40%
REPAIRS & MAINT - SOFTWARE	14,468.59	15,420.00	4,290.56	15,420.00	27.82%
REPAIRS & MAINT - SMITH'S FORK	109,752.67	10,000.00	16,429.38	10,000.00	164.29%
ELECTRICITY	28,060.96	32,400.00	15,532.40	32,400.00	47.94%
PROPANE	5,387.10	9,000.00	5,512.50	9,000.00	61.25%
TELEPHONE/INTERNET	6,392.63	7,250.00	4,032.27	7,250.00	55.62%
MOBILE COMMUNICATIONS	2,989.98	3,260.00	1,818.70	3,260.00	55.79%
CAPITAL EXPENDITURES - EQUIP	-	-	49,939.40	-	4993940.00%
CAPITAL EXPENDITURES - VEHICLE	-	47,850.00	-	47,850.00	0.00%
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	-	-	-	-	
TOOLS & SUPPLIES	8,017.12	6,000.00	2,562.50	6,000.00	42.71%
FUEL	16,849.31	12,380.00	5,440.80	12,380.00	43.95%
recreation	-	-	-	-	
YOUTH REC LEAGUE UNIFORMS	19,920.45	20,010.00	14,308.87	20,010.00	71.51%
YOUTH REC LEAGUE UMPIRES	18,003.93	12,320.00	15,725.70	12,320.00	127.64%
ADULT REC LEAGUE UNIFORMS	-	1,000.00	40.71	1,000.00	4.07%
ADULT REC LEAGUE OFFICIALS	-	1,000.00	-	1,000.00	0.00%
REC LEAGUE BACKGROUND CHECKS	400.42	720.00	-	720.00	0.00%
REC LEAGUE SUPPLIES/AWARDS	15,035.30	27,010.00	14,542.83	27,010.00	53.84%
REC LEAGUE ADVERTISING	1,195.37	1,000.00	848.75	1,000.00	84.88%
Operation and Maintenance	304,986.00	259,870.00	195,655.65	259,870.00	75.29%
BIKE RACE	1,488.67	11,550.00	3,316.14	11,550.00	28.71%
PROFESSIONAL SERVICES	14,672.45	5,310.00	7,045.48	5,310.00	132.68%
MOWING SERVICES	-	-	-	-	
RENTAL SERVICES	-	-	-	-	
LEASE PAYMENTS	38,701.20	40,640.00	40,636.26	40,640.00	99.99%
Contractual Services	54,862.32	57,500.00	50,997.88	57,500.00	88.69%
CAMP HOST SERVICES	14,700.00	14,700.00	7,500.00	14,700.00	51.02%
Insurance	14,700.00	14,700.00	7,500.00	14,700.00	51.02%
FIREWORKS DISPLAY	16,000.00	16,000.00	-	16,000.00	0.00%
MOVIE NIGHTS	2,062.07	2,400.00	33.47	2,400.00	1.39%
INSURANCE EXPENSE	12,701.27	15,500.00	16,738.80	15,500.00	107.99%
TRAINING & TRAVEL EXPENSE	3,639.83	7,890.00	8,730.06	7,890.00	110.65%
OFFICE SUPPLIES	534.52	750.00	2,703.39	750.00	360.45%
ADVERTISING	2,125.33	1,000.00	1,976.46	1,000.00	197.65%
Office and Administrative	37,063.02	43,540.00	30,182.18	43,540.00	69.32%
OUTSIDE SPONSORSHIPS	-	1,000.00	-	1,000.00	0.00%
Capital Improvement Projects	-	1,000.00	-	1,000.00	0.00%
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	785,741.42	858,230.00	569,681.99	858,230.00	

SENIOR CENTER

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Personnel	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	10,663.97	8,180.00	4,038.88	8,180.00	49.38%
ELECTRICITY	2,206.69	1,740.00	1,107.49	1,740.00	63.65%
NATURAL GAS	1,134.35	1,560.00	1,135.56	1,560.00	72.79%
TELEPHONE/INTERNET	1,641.89	1,970.00	1,337.31	1,970.00	67.88%
TOOLS & SUPPLIES	99.85	2,750.00	545.67	2,750.00	19.84%
Operation and Maintenance	15,746.75	16,200.00	8,164.91	16,200.00	50.40%
PROFESSIONAL SERVICES	7,855.25	16,900.00	11,552.50	16,900.00	68.36%
Contractual Services	7,855.25	16,900.00	11,552.50	16,900.00	68.36%
INSURANCE	3,789.10	3,790.00	1,467.90	3,790.00	38.73%
Insurance	3,789.10	3,790.00	1,467.90	3,790.00	38.73%
Office and Administrative	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	27,391.10	36,890.00	21,185.31	36,890.00	57.43%

ELECTED OFFICIALS

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
PART-TIME WAGES	14,550.00	15,150.00	9,750.00	15,150.00	64.36%
FICA EXPENSE	1,113.44	1,160.00	746.12	1,160.00	64.32%
WORKER'S COMPENSATION	30.34	40.00	29.29	40.00	73.23%
Personnel	15,693.78	16,350.00	10,525.41	16,350.00	64.38%
WORKER'S COMPENSATION	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,163.55	1,320.00	878.40	1,320.00	66.55%
REPAIRS & MAINT - SOFTWARE	1,067.08	2,140.00	1,004.64	2,140.00	46.95%
ELECTRICITY	1,378.63	1,160.00	997.96	1,160.00	86.03%
TELEPHONE/INTERNET	1,383.91	1,590.00	465.52	1,590.00	29.28%
MOBILE COMMUNICATIONS	-	-	-	-	
TOOLS & SUPPLIES	7.50	220.00	45.00	220.00	20.45%
Operation and Maintenance	5,000.67	6,430.00	3,391.52	6,430.00	52.75%
COMMUNITY RELATIONS ALLOWANCE	-	-	-	-	
Contractual Services	-	-	-	-	
PROFESSIONAL SERVICES	14,266.46	5,160.00	229.19	5,160.00	4.44%
Insurance	14,266.46	5,160.00	229.19	5,160.00	4.44%
INSURANCE EXPENSE	1,363.42	1,660.00	1,571.77	1,660.00	94.68%
TRAINING & TRAVEL EXPENSE	1,905.72	2,750.00	1,691.35	2,750.00	61.50%
OFFICE SUPPLIES	563.61	1,000.00	463.67	1,000.00	46.37%
ADVERTISING	12,199.25	8,350.00	3,959.39	8,350.00	47.42%
MEMBERSHIPS & SUBSCRIPTIONS	785.00	1,580.00	1,185.00	1,580.00	75.00%
Office and Administrative	16,817.00	15,340.00	8,871.18	15,340.00	57.83%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	51,777.91	43,280.00	23,017.30	43,280.00	53.18%



ANIMAL SHELTER

6/30/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Personnel	-	-	-	-	
REPAIRS & MAINT - BLDG	853.46	600.00	2,391.85	600.00	398.64%
TOOLS & SUPPLIES	1,584.57	1,500.00	1,159.95	1,500.00	77.33%
Operation and Maintenance	2,438.03	2,100.00	3,551.80	2,100.00	169.13%
PROFESSIONAL SERVICES	7,141.62	6,000.00	2,797.25	6,000.00	46.62%
Contractual Services	7,141.62	6,000.00	2,797.25	6,000.00	46.62%
Insurance	-	-	-	-	
ADVERTISING	-	-	-	-	
Office and Administrative	-	-	-	-	
TRAINING & TRAVEL	178.00	1,000.00	-	1,000.00	0.00%
Capital Improvement Projects	178.00	1,000.00	-	1,000.00	0.00%
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	9,757.65	9,100.00	6,349.05	9,100.00	69.77%



SPECIAL ALLOCATION FUND (MARKETPLACE TIF)

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	189,504.87	195,000.00	209,948.14	195,000.00	107.67%
SALES AND USE TAXES	9,096,464.94	510,000.00	404,356.97	510,000.00	79.29%
	9,285,969.81	705,000.00	614,305.11	705,000.00	87.14%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	7,244,891.86	1,656,902.00	692,165.01	1,656,902.00	41.77%
	7,244,891.86	1,656,902.00	692,165.01	1,656,902.00	41.77%



CAPITAL PROJECTS FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
INTERGOVERNMENTAL REVENUES	-	-	-	-
DEBT ISSUED	-	-	-	-
TRANSFERS IN	112,274.47	-	-	-
PARK IMPROVEMENT REVENUE	77,479.34	40,000.00	-	40,000.00
	112,274.47	-	-	-

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
STREET	127,000.00	-	-	-
	127,000.00	-	-	-



TRANSPORTATION SALES TAX FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
SALES TAXES	608,120.52	589,713.00	431,218.14	589,713.00	73.12%
STREET & CURB CUT FEES	-	-	1,260.00	-	
MISCELLANEOUS REVENUE	15,826.24	-	-	-	
PROCEEDS FROM DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	-	-	-	
	623,946.76	589,713.00	432,478.14	589,713.00	73.34%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	656,800.23	992,246.00	156,965.94	992,246.00	15.82%
	656,800.23	992,246.00	156,965.94	992,246.00	15.82%

TRANSPORTATION SALES TAX FUND

6/30/2023

TRANSPORTATION SALES TAX FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Personnel	-	-	-	-	
TRANSFERS OUT	20,000.00	35,000.00	35,000.00	35,000.00	100.00%
REPAIRS & MAINTENANCE - BLDG	1,753.72	1,000.00	244.57	1,000.00	24.46%
REPAIRS & MAINTENANCE - EQUIP	15,897.09	15,000.00	16,200.50	15,000.00	108.00%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CAPITAL EXPENDITURES - EQUIP	18,500.00	6,960.00	11,692.00	6,960.00	167.99%
SUPPLIES - STREET SIGNS	-	-	49.80	-	4980.00%
Operation and Maintenance	#N/A	#N/A	#N/A	#N/A	#N/A
FUEL	18,948.76	17,820.00	13,312.52	17,820.00	
Contractual Services	18,948.76	17,820.00	13,312.52	17,820.00	
PROFESSIONAL SERVICES	3,721.47	105,000.00	36,800.00	105,000.00	35.05%
Insurance	3,721.47	105,000.00	36,800.00	105,000.00	35.05%
DEBT PRINCIPAL PAYMENTS	38,969.28	35,010.00	35,010.00	35,010.00	100.00%
Office and Administrative	38,969.28	35,010.00	35,010.00	35,010.00	100.00%
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
FUEL	18,948.76	17,820.00	13,312.52	17,820.00	74.71%
Debt - Principal	18,948.76	17,820.00	13,312.52	17,820.00	74.71%
INSURANCE EXPENSE	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TRANSPORTATION SALES TAX FUND	#N/A	#N/A	#N/A	#N/A	#N/A



CAPITAL IMPROVEMENT SALES TAX FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
SALES TAXES	692,937.19	672,435.00	496,728.54	672,435.00	73.87%
TRANSFERS IN	-	-	-	-	
	692,937.19	672,435.00	496,728.54	672,435.00	73.87%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	536,192.40	1,355,370.00	459,654.50	1,355,370.00	33.91%
	536,192.40	1,355,370.00	459,654.50	1,355,370.00	33.91%



CAPITAL IMPROVEMENT SALES TAX FUND

6/30/2023

CAPITAL IMPROVE SALES TAX FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Office and Administrative	-	-	-	-	
TRANSFERS OUT	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
PROFESSIONAL SERVICES	72,367.93	109,000.00	104,809.50	109,000.00	96.16%
Transfers Out	72,367.93	109,000.00	104,809.50	109,000.00	96.16%
TOTAL CAPITAL IMPROVE SALES TAX FUND	72,367.93	109,000.00	104,809.50	109,000.00	



DEBT SERVICE FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	-	-	-	-	
TRANSFERS IN	351,550.00	354,845.00	354,845.00	354,845.00	100.00%
	351,550.00	354,845.00	354,845.00	354,845.00	100.00%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	339,212.50	343,040.00	250,620.00	343,040.00	73.06%
	339,212.50	343,040.00	250,620.00	343,040.00	73.06%



DEBT SERVICE FUND

6/30/2023

DEBT SERVICE FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Capital Improvement Projects	-	-	-	-	
Other Expenses	-	-	-	-	
LEASE PAYMENTS	145,000.00	155,000.00	155,000.00	155,000.00	100.00%
Debt - Principal	145,000.00	155,000.00	155,000.00	155,000.00	100.00%
INTEREST	194,212.50	188,040.00	95,620.00	188,040.00	50.85%
Debt - Interest	194,212.50	188,040.00	95,620.00	188,040.00	50.85%
Transfers Out	-	-	-	-	
TOTAL DEBT SERVICE FUND	339,212.50	343,040.00	250,620.00	343,040.00	



WATER & WASTEWATER SYSTEMS FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
LICENSES, FEES, AND PERMITS	-	-	-	-	
CHARGES FOR SERVICES	5,857,400.49	5,070,817.00	3,592,868.70	5,070,817.00	70.85%
IMPACT FEES	283,906.00	330,000.00	170,953.00	330,000.00	51.80%
OTHER REVENUE	84,494.81	-	11,168.10	-	
DEBT ISSUED	1,373,576.48	3,940,000.00	31,922.07	3,940,000.00	0.81%
TRANSFERS IN	-	-	-	-	
	7,599,377.78	9,340,817.00	3,806,911.87	9,340,817.00	40.76%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
UTILITIES	3,630,014.60	13,121,615.00	3,862,379.21	13,121,615.00	29.44%
	3,630,014.60	13,121,615.00	3,862,379.21	13,121,615.00	29.44%



PUBLIC WORKS (UTILITIES)

6/30/2023

CWWS FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	777,255.74	912,150.00	581,280.76	912,150.00	63.73%
OVERTIME WAGES	28,068.48	20,000.00	25,483.66	20,000.00	127.42%
FICA EXPENSE	59,721.82	71,310.00	44,551.35	71,310.00	62.48%
EMPLOYEE BENEFITS	94,132.53	123,760.00	82,284.88	123,760.00	66.49%
WORKER'S COMPENSATION	35,672.44	47,920.00	35,095.14	47,920.00	73.24%
RETIREMENT EXPENSE	68,589.85	87,630.00	54,848.78	87,630.00	62.59%
UNIFORM EXPENSE	6,201.53	9,000.00	5,910.10	9,000.00	65.67%
Personnel	1,069,642.39	1,271,770.00	829,454.67	1,271,770.00	65.22%
REPAIRS & MAINTENANCE - EQUIP	5,040.58	6,990.00	9,805.25	6,990.00	140.28%
REPAIRS & MAINT - VEHICLES	2,968.05	3,000.00	2,413.12	3,000.00	80.44%
REPAIRS & MAINT - WATER LINES	47,485.59	88,500.00	53,757.59	88,500.00	60.74%
REPAIRS & MAINT - SEWER LINES	38,355.80	300,000.00	286,102.32	300,000.00	95.37%
REPAIRS & MAINT - WATER PLANT	28,414.75	294,000.00	62,687.70	294,000.00	21.32%
REPAIRS & MAINT - WW PLANT	64,975.00	180,000.00	193,933.32	180,000.00	107.74%
REPAIRS & MAINT - SOFTWARE	13,409.27	25,730.00	14,229.38	25,730.00	55.30%
REPAIRS & MAINT - WATER TOWERS	110,294.84	126,270.00	113,084.72	126,270.00	89.56%
ELECTRICITY	242,199.15	243,490.00	171,425.92	243,490.00	70.40%
PROPANE	5,814.00	15,000.00	6,089.40	15,000.00	40.60%
TELEPHONE/INTERNET	15,161.57	12,250.00	10,692.26	12,250.00	87.28%
MOBILE COMMUNICATIONS	10,041.33	10,850.00	8,377.64	10,850.00	77.21%
CAPITAL EXPENDITURES - EQUIP	299.55	66,500.00	85,322.85	66,500.00	128.31%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - SOFTWRE	-	1,500.00	2,995.00	1,500.00	199.67%
CAPITAL EXPENDITURES - HRDWRE	-	-	-	-	
CAPITAL EXPENDITURES - TOWERS	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	-	-	-	-	
CAPITAL EXPENDITURES - WATER P	-	-	-	-	
CAPITAL EXPENDITURES - WW PLAN	-	-	-	-	
CAPITAL EXPENDITURES - LINES	-	-	-	-	
TOOLS & SUPPLIES	26,644.02	25,000.00	22,108.34	25,000.00	88.43%
SUPPLIES - CONNECTIONS	61,119.45	90,000.00	82,727.56	90,000.00	91.92%
SUPPLIES - LAB	20,728.64	30,000.00	25,424.85	30,000.00	84.75%
SUPPLIES - WATER CHEMICALS	157,562.11	150,000.00	113,103.83	150,000.00	75.40%
SUPPLIES - WW CHEMICALS	10,264.38	15,000.00	12,480.66	15,000.00	83.20%
FUEL	19,503.91	18,600.00	10,501.78	18,600.00	56.46%
Operation and Maintenance	880,281.99	1,702,680.00	1,287,263.49	1,702,680.00	75.60%
PROFESSIONAL SERVICES	124,722.49	1,060,330.00	278,723.01	1,060,330.00	26.29%
EASEMENT ACQUISITION	-	75,000.00	49,390.00	75,000.00	65.85%
DEBT PRINCIPAL PAYMENTS	15,853.81	355,000.00	314.83	355,000.00	0.09%
Contractual Services	140,576.30	1,490,330.00	328,427.84	1,490,330.00	22.04%
WASTEWATER TREATMENT SERVICE	127,167.30	136,850.00	88,561.20	136,850.00	64.71%
Insurance	127,167.30	136,850.00	88,561.20	136,850.00	64.71%
INSURANCE EXPENSE	79,220.49	71,720.00	90,926.96	71,720.00	126.78%
OTHER LEASE EXPENSE	-	17,147.00	12,646.99	17,147.00	73.76%
TRAINING & TRAVEL EXPENSE	3,461.10	7,500.00	4,575.39	7,500.00	61.01%
OFFICE SUPPLIES	1,514.25	6,000.00	2,333.44	6,000.00	38.89%
POSTAGE	2,040.34	1,500.00	2,289.39	1,500.00	152.63%
ADVERTISING	-	250.00	194.25	250.00	77.70%
Office and Administrative	86,236.18	104,117.00	112,966.42	104,117.00	108.50%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CAPITAL IMPROVEMENT PROJECTS	4,419.85	6,841,900.00	917,055.48	6,841,900.00	13.40%
Capital Improvement Projects	#N/A	#N/A	#N/A	#N/A	#N/A
WATER IMPACT PROJECTS	-	200,000.00	-	200,000.00	0.00%
WASTEWATER IMPACT PROJECTS	-	700,000.00	-	700,000.00	0.00%
AMORTIZATION EXPENSE	-	-	-	-	
Other Expenses	-	900,000.00	-	900,000.00	0.00%
Debt - Principal	-	-	-	-	
MEMBERSHIPS & SUBSCRIPTIONS	1,040.99	380.00	75.95	380.00	19.99%
Debt - Interest	1,040.99	380.00	75.95	380.00	19.99%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Transfers Out	#N/A	#N/A	#N/A	#N/A	#N/A
TOTAL CWWS FUND	#N/A	#N/A	#N/A	#N/A	#N/A



SANITATION FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
CHARGES FOR SERVICES	813,121.89	915,860.00	572,937.52	915,860.00	62.56%
TRANSFERS IN	-	-	-	-	
	813,121.89	915,860.00	572,937.52	915,860.00	62.56%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	818,525.83	900,600.00	573,428.74	900,600.00	63.67%
	818,525.83	900,600.00	573,428.74	900,600.00	63.67%



SANITATION FUND

6/30/2023

SANITATION FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Personnel	-	-	-	-	
HOUSEHOLD HAZARDOUS WASTE	11,342.54	12,630.00	11,607.20	12,630.00	91.90%
RECYCLING SERVICES	-	-	-	-	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
SOLID WASTE SERVICES	807,183.29	887,970.00	561,821.54	887,970.00	63.27%
Operation and Maintenance	#N/A	#N/A	#N/A	#N/A	#N/A
Contractual Services	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Transfers Out	#N/A	#N/A	#N/A	#N/A	#N/A
TOTAL SANITATION FUND	#N/A	#N/A	#N/A	#N/A	



PARK AND STORMWATER SALES TAX FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
PARK & STORMWATER SALES TAX	690,959.69	672,435.00	496,164.59	672,435.00
MISCELLANEOUS REVENUE	11,000.00	-	-	-
	701,959.69	672,435.00	496,164.59	672,435.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
PARKS & RECREATION	282,573.48	120,000.00	11,830.00	120,000.00
UTILITIES	47,325.00	527,750.00	58,695.80	527,750.00
	47,325.00	647,750.00	58,695.80	527,750.00



VEHICLE AND EQUIPMENT REPLACEMENT FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
SALE OF PERSONAL PROPERTY	146,713.35	352,100.00	103,296.04	352,100.00
TRANSFERS IN	146,713.35	70,000.00	70,000.00	70,000.00
	293,426.70	422,100.00	173,296.04	422,100.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
ADMINISTRATION	104,036.17	-	-	-
STREETS	48,486.42	105,000.00	54,339.74	105,000.00
POLICE	8,859.46	97,500.00	45,703.33	97,500.00
DEVELOPMENT	8,870.13	36,750.00	15,438.09	36,750.00
PARKS & RECREATION	28,109.05	77,500.00	62,422.16	77,500.00
UTILITIES	11,766.34	65,000.00	42,391.90	65,000.00
	210,127.57	381,750.00	220,295.22	381,750.00



COMMONS CID FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
SALES TAXES	345,227.10	373,750.00	256,691.28	373,750.00
USE TAXES	5,211.70	6,500.00	3,837.59	6,500.00
	350,438.80	380,250.00	260,528.87	380,250.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
CONTRACTED SERVICES	554,816.41	335,618.00	137,498.23	335,618.00
	554,816.41	335,618.00	137,498.23	335,618.00



DONATION FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
OTHER REVENUE - POLICE DONATIONS	3,305.00	10,500.00	21,476.43	10,500.00
OTHER REVENUE - PARK DONATIONS	-	-	-	-
	3,305.00	10,500.00	21,476.43	10,500.00

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
CAPITAL OUTLAY - ADMINISTRATION	-	-	300.00	-
CAPITAL OUTLAY - POLICE	-	20,000.00	9,585.65	20,000.00
	-	20,000.00	9,885.65	20,000.00



AMERICAN RESCUE PLAN ACT FUND

6/30/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
INTERGOVERNMENTAL REVENUES	1,110,127.76	-	-	-
INTEREST INCOME	10,570.72	-	-	-
	1,120,698.48	-	-	-

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
UTILITIES	1,330,033.49	953,270.00	711,473.97	953,270.00
	1,330,033.49	953,270.00	711,473.97	953,270.00



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Police

AGENDA ITEM: Resolution 1236, Appointment of Mark Ellebracht as Temporary Alternate Prosecuting Attorney for July 24, 2023 Court Date.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1236, approving the appointment of Mark Ellebracht as Temporary Alternate Prosecuting Attorney.

SUMMARY:

The Smithville Municipal Prosecutor will be out of the country for the July 24 court date, and the Assistant Prosecutor will be in trials all day. The City needs to designate a temporary prosecutor for this date. Prosecutor Angela Ravkin has recommended Mark Ellebracht from the Clay County Prosecutor's Office for this court date.

Mayor Boley will nominate Mark Ellebracht as a Temporary Alternate Prosecuting Attorney for the July 24, 2023 court appearance, in accordance with Section 105.070.D of the Code of Ordinances.

PREVIOUS ACTION:

Click or tap here to enter text.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Money is budgeted for this expense in the FY 23 Budget.

ATTACHMENTS:

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

RESOLUTION 1236

A RESOLUTION APPOINTING MARK ELLEBRACHT AS TEMPORARY ALTERNATE PROSECUTING ATTORNEY.

WHEREAS, The current prosecuting attorneys have a conflict for the court date of July 24, 2023;

WHEREAS, The current prosecutor Angela Ravkin recommended Mark Ellebracht to fill this position;

WHEREAS, the Mayor will nominate Mark Ellebracht for the position of temporary Alternate Prosecutor in accordance with Section 105.070.D of the Code of Ordinances

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

THAT Mark Ellebracht is hereby appointed as a temporary Alternate Prosecuting Attorney for the court date of July 24, 2023.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Members of the Smithville City Council and Mayor Boley,

I am writing this letter in support of Mark Ellebracht to serve as my temporary replacement as the Smithville municipal prosecutor on Monday July 24th. I have worked with Mark for several years as a defense attorney and then more recently as a co-worker when he joined the Clay County Prosecutors Office. Mark has experience handling traffic tickets as a defense attorney as well as a prosecutor. His primary job duty at our office is to handle all of the Clay County citations and the traffic dockets. Mark is extremely well versed in Missouri law and will have no problem handling our Smithville docket. He regularly handles dockets in front of both Judge Karen Krauser and Judge Louis Angles, the two judges who handle our Smithville docket. I am confident that Mark will show professionalism and integrity while serving the citizens of Smithville in this temporary capacity.

Thank you for continuing to allow me to serve Smithville in this capacity.

A handwritten signature in cursive script that reads "Angela Ravkin". The signature is written in dark ink and is positioned above the printed name.

Angela Ravkin

Mark Ellebracht

(816) 217-5575 | mark.ellebracht@gmail.com | Liberty, MO

Summary

Experienced litigator in criminal law, traffic law, and public service

Experience

State of Missouri | Jefferson City, Mo

State Legislator | 01/2017 - 01/2023

Missouri General Assembly Member 2017-present. While a legislator, I served as Judiciary Committee Ranking Minority Member, Insurance Policy Committee Ranking Minority Member, Ethics Committee Vice-Chair, Special Committee on Litigation Reform Ranking Minority Member, Special Committee on Government Oversight, Special Committee on Public Policy, and Joint Committee on Criminal Justice Reform.

As ranking member on many of my committees, it was my duty to manage and develop the members and legislative packages of my members, and to negotiate and coordinate with the chair and vice chair of my committees. I was responsible for the management of 4-5 fellow legislators during my time as ranking member of my committees.

Sean W. Pickett & Associates | Kansas City, Mo

Associate Attorney | 03/2011 - 03/2017

Associate Attorney in a very active, but very small law firm. Focusing on Traffic and Criminal Offenses, along with consumer protection matters, I oversaw the resolution of thousands of municipal level, and associate level infractions and offenses.

I had the opportunity to represent various clients who found themselves on every spectrum of the criminal justice prism, from housing code violations to 1st degree murder and everything in between.

Nearly every case was resolved without the need for trial upon agreement of the parties. With more than a decade practicing in criminal and municipal law, I have developed the skills to be able to efficiently and justly resolve nearly every case that I have worked.

U.S. Army | Ft Leonard Wd, MO

Non-Commissioned Officer E-5 | 06/1999 - 06/2003

1999-2003 Squad leader; E-5 (SGT) MOS: 02M Non-Commissioned Officer in Charge of Information Systems Security/Drum-set player in the Army Band. Ft. Jackson, South Carolina; Joint Expeditionary Base, Little Creek, Va.; Red Cloud Garrison, Tongduchön, South Korea; Ft. Leonard Wood, Mo. Installed and managed the data security and correspondence of a 50 member, company-level attachment.

Audie Murphy Leadership Award, Overseas Service Ribbon, Army Achievement Medal, the National Defense Service Medal, the Professional Development Ribbon, and the Good Conduct Ribbon. Employment terminated upon completed term of enlistment.

Skills

Communication skills, Computer literacy, Leadership, Quick and efficient issue identification skills

Education

MU Law | Columbia, Mo

Law | 05/2010

Juris Doctorate awarded May 2010; Student Member of the Faculty Advisory Committee; CALI Excellence for the Future Award—Highest Grade in Courses, Fall 2008 for work in Law & Religion; Internship winter term for Hon. James Welsh, Missouri Court of Appeals, W.D.

William Jewell College | Liberty, MO

Poli-Sci | 12/2006

Political Science, *Magna cum Laude*; Dean's List: 6 Semesters; Phi Alpha Theta National History Honor Society; Hilltop Monitor, Editorial Board; Internship summer semester 2005, Congressman Ike Skelton, Washington D.C. Office



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1237, A Resolution Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1237, approving a water and wastewater leak adjustment request.

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

On or about December 27, 2022, the Utilities Department obtained electronic reads of water usage for the month of December 2022. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December 2022 billing cycle, Mr. Woehrman had started the cycle with a read of "0" and finished the billing cycle with a read of "5835", which resulted in consumption of 583,500 gallons. The read was at "0" as the meter services a Morton Building on Mr. Woehrman's property, which had not used any water prior to this leak.

Furthermore, in the January 2023 billing cycle, Mr. Woehrman had started the cycle with a read of "5838" and finished the billing cycle with a read of "8620", which resulted in a consumption of 278,500 gallons for the cycle.

This amount, in both months, constituted more than twice the established monthly average. As required by Ordinance 2989-18, Mr. Woehrman has provided proof of repair/maintenance of the waterline leak which caused the high usage during the December 2022 billing cycle.

If approved, the leak adjustment would issue a credit of \$3,137.68 to Mr. Woehrman's utility account.

PREVIOUS ACTION:

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

POLICY OBJECTIVE:

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

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$3,137.68

ATTACHMENTS:

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

RESOLUTION 1237

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST

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

WHEREAS, James Woerhman, a residential utility billing customer with account 05-000260-00, has notified the City of a water leak and is requesting a leak adjustment for his December 2022 and January 2023 bills; and,

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

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$3,137.68;

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

A water and wastewater leak adjustment in the amount of \$3,137.68 shall be credited to account 05-000260-00 of residential utility billing customer James Woerhman.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: _____James Woerhman_____

Utility Service Address: _____418 N 169 Highway_____

Utility Account Number: _____05-000260-00_____

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be **\$3,137.68** at the Board of Alderman meeting on July 18, 2023.

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

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

Customer's Signature

Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: 05-000260-00

Utility Service Address: 418 N 169 Hwy

Utility Account Number: 05-000260-00

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

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

City's normal water rate (per 1,000 gallons): \$9.04
Average monthly water usage for this property: 0 gallons

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

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

- If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.
If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

City's normal wastewater rate (per 1,000 gallons): \$7.69
Average monthly wastewater usage for this property: 0 gallons
Was the leak inside or outside the home: outside
Was the wastewater billed winter average or actual usage: winter average

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

MONTH 1	
Original Water Bill Amount	
583,500 gallons @ 9.04 per 1,000 gallons =	\$5,274.84
Adjusted Water Bill Amount	
0 gallons @ 9.04 per 1,000 gallons =	0.00
+ 583,500 gallons @ 5.4 per 1,000 gallons =	\$3,150.90
	\$3,150.90
Water Discount = \$2,123.94	
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Wastewater Discount = 0.00	

MONTH 2 (if applicable)	
Original Water Bill Amount	
278,500 gallons @ 9.04 per 1,000 gallons =	\$2,517.64
Adjusted Water Bill Amount	
0 gallons @ 9.04 per 1,000 gallons =	\$0.00
+ 278,500 gallons @ 5.4 per 1,000 gallons =	\$1,503.90
	\$1,503.90
Water Discount = \$1,013.74	
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Wastewater Discount = 0.00	

Total Discount = \$3,137.68







David Greenberg

From: [Susan Woehrman](#)
To: [Stephen Larson](#)
Subject: Re: Stephen Larson Email
Date: Friday, June 30, 2023 12:24:05 PM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Adam Miller Plumbing


Invoice# INV1089

INVOICE# INV1089

Adam Miller Plumbing

USD \$1,850.00

REVIEW AND PAY




Powered by Invoice Simple

Adam Miller Plumbing

20804 E 49th Ter Ct S, Blue Springs, MO 64015

816-365-7544 amplumbing11@yahoo.com

Trouble viewing invoice? Copy/paste the URL below into your browser:
<https://doc.getinvoicessimple.com/v/7yxzy9b/INV1089>

 Invoice Simple

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On Friday, June 30, 2023, 12:18:30 PM CDT, Stephen Larson <slarson@smithvillemo.org> wrote:

Stephen Larson • Finance Director

City of Smithville, MO

107 W Main Street • Smithville, MO 64089

Phone: (816)-532-4158

www.smithvillemo.org



Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1238, Temporary Liquor License – Festiville

REQUESTED BOARD ACTION:

A motion to approve Resolution 1238, issuing a temporary liquor license to Eric Craig Real Estate Team for Festiville to be held in the downtown courtyard on August 19, 2023

SUMMARY:

The requested permit will allow the participants to have alcohol (open container) at the event. The event is scheduled from 3:00 p.m. until 1:00 a.m. on Main Street, Bridge Street and Church Street. Street closure will begin at 9:00 a.m. for set-up.

Per City Ordinance 600.070 (G &H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public.

The event coordinators may utilize the following businesses as food and alcohol vendors:

- KoZak's Laketown Grill
- Chops BBQ and Catering
- Humphreys Bar and Grill
- Smithville Town Tavern
- The Thirsty Chariot (Mobile Liquid Catering Co.)

PREVIOUS ACTION:

Temporary Liquor License was approved for this event in July 2022.

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

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: Ordinance 600.070 (G &H) and Event Application | |

RESOLUTION 1238

A RESOLUTION APPROVING A TEMPORARY LIQUOR LICENSE FOR ERIC CRAIG REAL ESTATE TEAM FOR FESTIVILLE IN THE DOWNTOWN COURTYARD ON SATURDAY, AUGUST 19, 2023

WHEREAS, Eric Craig Real Estate Team has submitted an application with all required fees and documentation; and,

WHEREAS, local and outside businesses will supply the food and beverages for a fee to the participants in a vendor location using their State and City licenses to sell food and alcohol; and,

WHEREAS, the applicant has submitted a map of the area and will monitor the area that will allow open consumption of alcohol in accordance with city code; and,

WHEREAS, Smithville police officers will assist in providing security at the event.

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

THAT A TEMPORARY LIQUOR LICENSE BE ISSUED TO ERIC CRAIG REAL ESTATE TEAM FOR FESTIVILLE TO BE HELD SATURDAY, AUGUST 18, 2023. IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

600.070 (G & H)

G. Drinking In Public Places Prohibited.

1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot, except in those areas above granted a special event permit.
2. No person shall drink or ingest any intoxicating liquor or non-intoxicating beer in or on any public place.
3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or non-intoxicating beer while in or upon any public place.
4. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or non-intoxicating beer while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

H. Special Event Permit. The Board of Aldermen may grant a special event permit for purposes as identified in Section 600.070(G)(1), above, and under the following conditions:

1. An application must be filed with the Chief of Police that describes the applicant's name and business or interest in the event; the name(s) and contact information of any or all liquor license holders who will be involved in such event; the public street, highway, alley, sidewalk, thoroughfare or other public way of the City, or any parking lot to be included in the event area; the beginning and ending time of such event, and the telephone contact of the person in charge of and present at the event.
2. The estimated number of participants in the event shall be provided to the Chief of Police, and the applicant shall pay all costs of security needed as a result of the event to ensure compliance.

[1] Editor's Note: Former Section 600.070, which derived from RSMo. §§311.280, 311.340, 311.600, 311.330, 311.310, 312, 400; Ord. No. 2255-04 §1, 3-16-2004, was repealed 6-21-2011 by Ord. No. 2790-11 §1.



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1239, Special Event Permit - Festiville

REQUESTED BOARD ACTION:

A motion to approve Resolution 1239, issuing a Special Event Permit to Eric Craig Real Estate Team for Festiville to be held on August 19, 2023.

SUMMARY:

Eric Craig Real Estate Team has submitted an event application for their event scheduled from 3:00 p.m. until 1:00 a.m. on August 19, 2023. Festiville will be using the Courtyard, Main Street, Bridge Street and Church Street. Street closures will begin at 9:00 a.m. for set-up.

Festiville has also requested to extend the noise ordinance policy (City Ordinance 205.2210) for their event to 1:00 a.m. They plan to wrap up the event at 12:00 a.m. and have an hour for clean-up.

PREVIOUS ACTION:

A Special Event Permit was approved for this event in July 2022.

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

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: Application and Map | |

RESOLUTION 1239

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR ERIC CRAIG REAL ESTATE TEAM FOR FESTIVILLE IN THE DOWNTOWN COURTYARD ON SATURDAY, AUGUST 19, 2023

WHEREAS, Eric Craig Real Estate Team has submitted an application with all required fees and documentation; and,

WHEREAS, local and outside businesses will supply the food and beverages for a fee to the participants in a vendor location using their State and City licenses to sell food and alcohol; and,

WHEREAS, the applicant has submitted a map of the area and will monitor the area that will allow open consumption of alcohol in accordance with city code; and,

WHEREAS, Smithville police officers will assist in providing security at the event.

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

THAT A SPECIAL EVENT PERMIT TO ERIC CRAIG REAL ESTATE TEAM FOR FESTIVILLE TO BE HELD ON AUGUST 19, 2023. IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CITY OF SMITHVILLE

107 West Main Street

Smithville, MO 64089

Date Submitted 7-7-2023Application # 1

Date Approved _____

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: Festi-VilleEvent Location: Smithville Town Square Event Tier: 3

Detailed event description (additional room on next page or sheet may be attached): A music festival
with vendors including food, alcohol, or merchandise and a kids area with games and inflatables.

Estimated attendance: 3,000Event Date(s) and Times: August 19, 2023 from 3pm-11pmSet up date/time: 9am Cleanup finished date/time: 1am

2. APPLICANT / CONTACT INFORMATION:

Applicant(s)Name: Kylie SmartOrganization: Eric Craig Real Estate TeamAddress: 106 W. Main StCity, State, Zip: Smithville, MO 64089Phone: (423) 605-6561 Fax: _____Emergency #: (423) 605-6561E-mail: kylie@ericcraigteam.com**Property Owner(s), if not applicant or City**

Name: _____

Organization: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Emergency #: _____

E-mail: _____

Alternative Contact**Alternative Contact**Name: Eric Craig

Name: _____

Phone: (816) 726-8565

Phone: _____

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

3. EVENT TYPE:

Run ☐ Walk ☐ Parade/
March ☐ Bike
Race/Tour ☐ Street Fair ☐ Concert ☐ Film ☐ Festival ☒ Other: ☐ _____

5. SITE PLAN

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

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): _____

There will be blocked off areas around the Smithville Town Square. Temporary restrooms are placed in different locations around the square. A police/medic tent will be set up on a corner of the street. Inflatables and games will be in the kids area monitored by at least 2 people and will be closed around 8pm. We will start setting things up around 9 am and end around midnight or when we finish up cleaning. All vendors are labeled by a number on the map.

6. PARKING PLAN

Do you have sufficient on street/lot parking at your eventspace? 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): _____

Parking will be around the closed streets as well as designated areas shown on the provided map.

We will have designated people on gators to provide assistance to concert from parking areas if needed.

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): We have notified all surrounding businesses on the square and offered ✓

vendor spaces to take part in the event.

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): If the event is cancelled, we will notify participants on all of our social media

platforms (Instagram, Facebook), on our website and any event platforms that this event has been posted on.

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): _____

Our security plan is to have off-duty officers. They will be in charge of crowd control, lost items, if kids are separated from their parents and any unlawful activities.

This has been discussed with Chief Lockridge and he recommended 6 officers and a supervisor for this event. ✓

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): _____

We have ordered portable restrooms from Packs that will be dropped off and picked up. We have ordered 18 standard event toilets and 4 ADA handicap units, as well as 5 sink stations. We will have event staff monitoring restrooms and stocking when needed. ✓

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): _____

Trash cans will be placed around the event and will be monitored. Once full, all trash will be placed in a dumpster on the corner of Mill St by Hixson-Klein Funeral Home and relined for more trash.

12. FIRST AID PLAN:

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

We will have a police/medic tent or ambulance on site for any injuries.

13. UTILITY CONNECTIONS

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

If Yes: How Many Electric Pedestals? At least 12. TBD on additional electrical pedestals needed.

If Yes: How Many Water Hookups? None at the time being.

Additional Utility Requests (Attach additional sheet if necessary): N/A

14. ROADWAY AND PARKING LOT CLOSURES:

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

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

This is shown on the map. Johnny Viebrock will do the roadway closure. ✓

15. OTHER STAFF SUPPORT:

Do you desire to hire city staff for other duties? Yes: _____ No: ☒

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: _____

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

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: ☒ No: _____ (If Yes, see [the Alcohol Guidelines](#))

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

Will you have food/sales vendors?..... Yes: ☒ No: _____ (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. Missy White- DJ, country and pop music (3pm-5pm, between sets)
2. Hudson Drive- band, country (5pm-6:30pm)
3. Dolewite- band, hip-hop tribute band (7pm-8:30pm)
4. Chris Cagle- band, country (9pm-10:30pm)
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

INSURANCE

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

(SEE ATTACHED FOLLOWING APPLICATION)

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.

<p>SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE</p> <div data-bbox="175 1396 695 1459">  <div data-bbox="527 1396 695 1459"> <p>dotloop verified 07/05/23 4:14 PM CDT 090Z-G9R7-RTG9-KWQU</p> </div> </div>	<p>Date</p> <p><u>07/05/2023</u></p>
<p>PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE</p> <p><u>Eric Craig</u></p>	<p>TITLE</p> <p><u>Owner</u></p>

19. VENDORS:

Please fill out the following vendor information. Refer to the [Event Rules and Conditions](#) for more information. Include amusement/carnival ride vendors.

VENDOR LIST:

Vendor Name	Contact Info	What the vendor will be selling? (one or two words)	Clay County Health Dept. Permit # (Food/Beverage vendors only)	Please attached insurance certificate for each vendor
BesaMe Wellness	Stef Lockhart 913-209-2175 slockhart@besamewellness.com	Exposure of brand		<input checked="" type="checkbox"/>
Hot Shot Kettle Corn	Mitch Bosley 816-298-4719 cmbozz4@yahoo.com	Kettle Corn	Will apply for temporary one	<input checked="" type="checkbox"/>
Eliza Rae Candle and Trade Co	Lisa Weissenbach 816-390-4547 lisaweissenbach1972@gmail.com	Candles & apparel	#26	<input type="checkbox"/>
Krafty Critter KC	Elizabeth Pingleton 816-778-9596 Kraftycritterkc@gmail.com	Tumblers & Shirts		N/A
Rockin' C Cowhide Creations	Cassidy Childerston 816-838-4125 Cassidy.sb247@gmail.com	Cowhide creations		N/A
Thug-Technique	Tracey Hugunin 816-916-4990 thug.technique@gmail.com	Home decor		<input checked="" type="checkbox"/>
Hayden's Sweets	Alicia Morlan 660-238-4585 haydenssweets@yahoo.com	Cotton candy & Funnel Cakes	Will apply for temporary one	<input checked="" type="checkbox"/>
Fill'Em Up	Marchella Oneal 816-400-4871 fillmupfoodtrailerllc@gmail.com	Burgers & nachos	Will apply for temporary one	<input checked="" type="checkbox"/>
Chick-fil-A	Samantha Pinner spinner@chickfilabr.com	Chicken sandwiches	Will apply for temporary one	<input checked="" type="checkbox"/>
The Swanky Stone Shop	Melissa Stone 816-400-3055 Melissakaystone11@gmail.com	Acrylic earrings & hats		<input type="checkbox"/>
Carpenter's Woodshop	Chris Carpenter 913-306-6511 Carpenterswoodshop@yahoo.com	Wooden items		<input checked="" type="checkbox"/>
Talagios Pizzeria	Lisa Dover 660-864-7461 Lisa@talagiospizza.com	Pizza		<input checked="" type="checkbox"/>
TRU Boutique	Kaegann Jordan 573-201-7818 otruboutique@gmail.com	Women's clothing		<input type="checkbox"/>
Bling With LJ & Touchstone Crystal	Larisa Allen 816-289-0919 thompson154@kc.rr.com	Crystal jewelry		<input checked="" type="checkbox"/>
Ann's Bling Castle (Paparazzi Accessories)	Ann Sundberg 815-823-4863 annsblingcastle@gmail.com	Fashion accessories		<input checked="" type="checkbox"/>
Sakai Lee & Co	Kyra Williams 816-825-2275 Kyrawllms@yahoo.com	Candles & body care		<input type="checkbox"/>
Friends of Megan's Paws & Claws	Traci Sisco 937-554-8139 friendsofmegans@gmail.com	Dog treats & apparel		<input type="checkbox"/>
Sgt. Roderick American Woodworking	Brian Roderick 660-215-2299 sgt_roderick@hotmail.com	Wooden items		<input checked="" type="checkbox"/>
Ziggy and Zaggy's Food Barn	Angie Deras 816-588-2184 angieaco2003@yahoo.com	Nachos & Sandwiches	22-0083M	<input checked="" type="checkbox"/>

Additional vendor sign-ups TBD.

VENDOR MAP

Please map the planned vendors at your event (Attach additional sheet if necessary):

This is detailed and laid out on the site map. See attached following application.

LEGAL

I have read and understand the [Event Rules and Conditions](#) and [Application Information Guide](#). I will abide by these terms and fees associated with my event.

Kylie Smart

Event coordinator

07/05/2023

Date

Kylie Smart

dotloop verified
07/05/23 4:15 PM CDT
ZZJH-QVPT-BVAW-GVTF



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Smithville Festville, LLC c/o Eric Craig 106 W Main St Smithville MO 64089															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5474-M3093839	08/19/2023 12:01 AM	08/20/2023 12:01 AM	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 3500, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

CERTIFICATE HOLDER**CANCELLATION**

Smithville Festville, LLC c/o Eric Craig 106 W Main St Smithville MO 64089	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Will Maddux</i></p>
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COMMERCIAL GENERAL LIABILITY
POLICY NUMBER: 3DS5474-M3093839

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Smithville Festiville, LLC
c/o Eric Craig
106 W Main St
Smithville, MO 64089

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

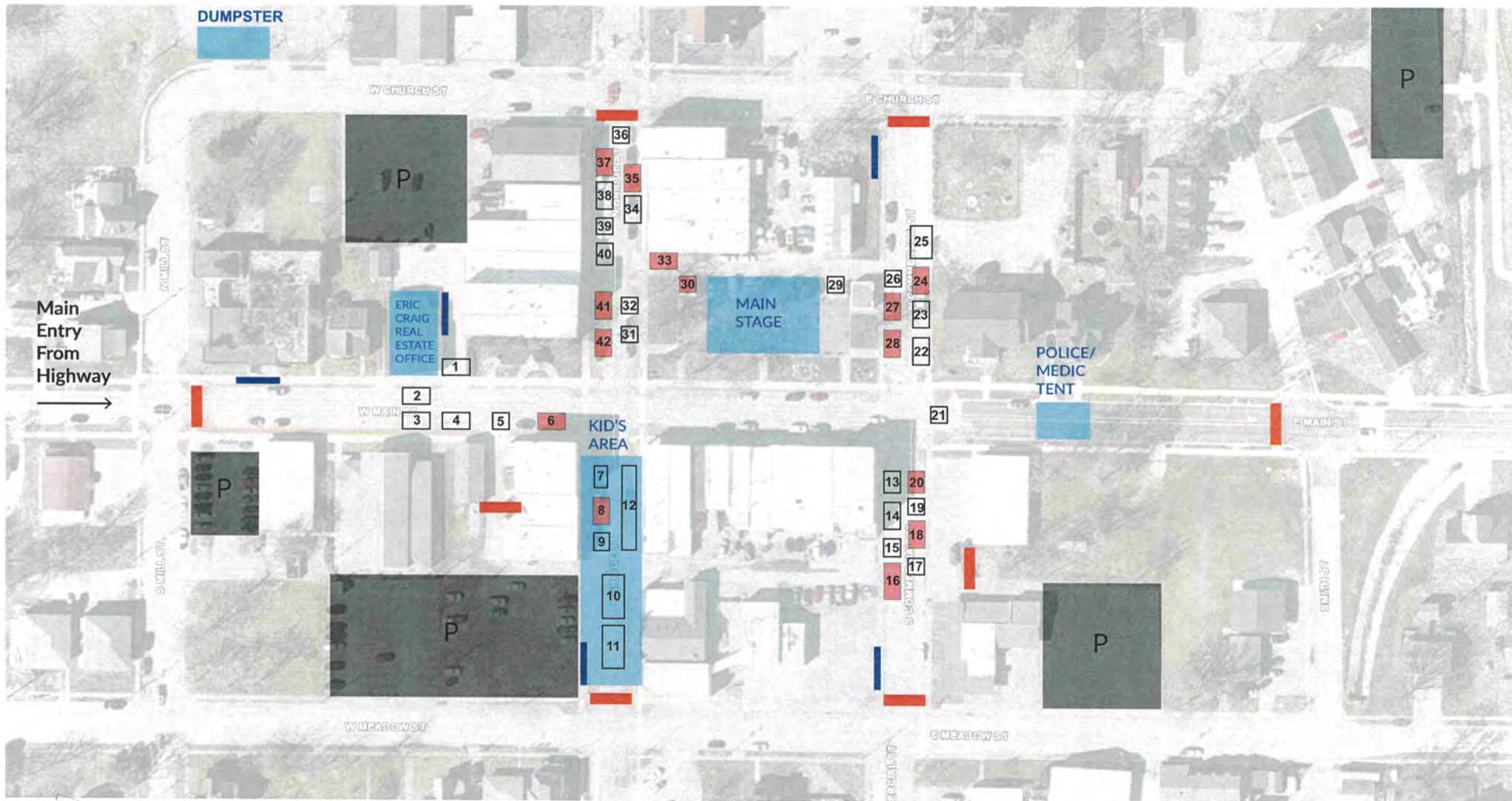
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

FESTI-VILLE MAP



- | | | | | |
|--------------------------------|--|-----------------------------|--|-------------------------|
| 1. Eric Craig Real Estate Team | 11. Inflatable Slide | 21. Rick's Water Stand | 31. The Swanky Stone Shop | 41. Talagio's Pizzeria |
| 2. Eric Craig Real Estate Team | 12. Inflatable Slide | 22. TRU Boutique | 32. BesaMe Wellness | 42. KC Whip and Company |
| 3. Putt Putt and Cornhole | 13. TBD | 23. THug-Technique | 33. Humphrey's | 43. |
| 4. Champion Inspection | 14. Sgt. Roderick American Woodworking | 24. O'Boys Po'Boys | 34. Ann's Bling Castle | 44. |
| 5. TBD | 15. Friends of Megan's Paws and Claws | 25. Combine | 35. TBD | 45. |
| 6. Kozak's | 16. Ziggy and Zaggy's Food Barn | 26. Sakai Lee & Co | 36. Bling With LJ's & Touchstone Crystal | 46. |
| 7. Todd Nitsche | 17. CBD Greenleaf | 27. Chick-fil-A | 37. Hot Shot Kettle Corn | 47. |
| 8. Hayden's Sweets | 18. Fluffy Monkey Stuff | 28. BBQ Food Trailer | 38. Carpenter's Woodshop | 48. |
| 9. Face Paint & Balloon Artist | 19. Krafty Critter KC | 29. Chris Cagle Merchandise | 39. Rockin' C Cowhide Creations | 49. |
| 10. Kid's Games | 20. Fill'Em Up | 30. Chop's BBQ | 40. Eliza Rae Candle & Trade Co | 50. |



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1240, authorizing the emergency repair of the aerator at the wastewater treatment plant.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1240, authorizing emergency repair of the aerator in digester #2 at the wastewater treatment plant from Mid-America Pump in the amount of \$39,569.05.

SUMMARY:

At the June 6 Board of Alderman meeting, staff reported that the aerator in Digester #2 was not working properly. Staff noticed the breakers providing power were tripping causing the aerator not to function. Staff contacted Mid – America Pump to pull the motor and troubleshoot the cause. It was determined that the stator and windings of the motor were blown causing a power failure.

The City recently completed the installation of a new floating aerator in Digester #1. We explored the option of replacing the entire motor (versus repairing) with a similar motor that drives the new aerator. We could have also then purchased a replacement motor to have as back up. The unit is too old (originally installed in 2007) and has different horsepower and a replacement motor for this unit is no longer available. Repair / rebuilding the existing unit, at this time, is the only option. The City will need to plan to replace this aerator in the next several years.



Lead time for some of the parts and windings was 30 weeks out. We reported at the Board meeting on June 6 that we would need to proceed as soon as we had a proposal

from Mid-America. With this unit down, ammonia levels are higher than normal at the plant. Staff is having to haul more sludge and land apply more frequently trying to keep ammonia levels down.

PREVIOUS ACTION:

Reported June 6, 2023

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The 2023 CWWWS maintenance budget has sufficient funds for this expense.

ATTACHMENTS:

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

RESOLUTION 1240

A RESOLUTION AUTHORIZING EMERGENCY REPAIR OF THE AERATOR IN DIGESTOR #2 AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Smithville operates a wastewater treatment plant to treat the City's sanitary sewage; and

WHEREAS, the stator in the motor that runs the aerator in Digestor #2 has failed causing power issues at the wastewater treatment plant ; and

WHEREAS, repair of the motor and aerator is necessary and essential for the operation of the plant; and

WHEREAS, Mid-America Pump has provided a proposal in the amount of \$39,569.05 and can make the repairs to the equipment.

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

THAT the Board authorizes the emergency repair proposal of the motor and aerator from Mid-America Pump in an amount of \$39,569.05

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



5600 Inland Drive
Kansas City, Kansas 66106
Phone 913-287-3900
Fax 913-287-6641

REPAIR PROPOSAL

SKP:
Customer PO #:
Prepared By #:
Date:

Repair Estimate:
Replacement Price:
Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville
Address: 107 W. Main Street
City: Smithville
State/Zip Code: Missouri 64089-
First Name: Bob
Last Name: Lemley
Phone: (816) 532-0070
Fax: (816) 532-8331

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for repair/replacement of the aerator at the WWTP that was causing the whole plant to dim.

Pump Information

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

Repair Description

Repair proposal to include:
-stator rewind with heaters
-new motor bearings
-new lip seals
-new power and sensor cables
-new portable entry connections for the cables
-new pecker head gasket
-new bushing deflector
-new debris deflector
-new slinger
-new low trajectory difusser 48" diameter
Labor to unwire and remove unit from the basin; teardown and inspect, clean up parts being reused, assemble and test.
Labor to install unit and new power and heater cables, test run and set rotation.
Truck and MLS charges

Lead time on rewind is 3-4 weeks, lead time on Evoqua parts is 6-7 weeks

Does not include FREIGHT or anything else not listed above, please see terms and conditions

Application Information

Pumpage:
Head:
Flow:
Temp:
Viscosity:
Specific Gravity:
☐ Hazardous ☐ Rotation Left
☐ MSDS ☐ Rotation Right

Terms and Conditions

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



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1241, Smithville Warriors Youth Football Contract

REQUESTED BOARD ACTION:

Motion to approve Resolution 1241, authorizing and directing the Mayor to enter into an agreement with Smithville Warrior Youth Football Club for use of city park land.

SUMMARY:

City staff met with representatives from the Smithville Warriors Youth Football Club and agreed on terms to renew an annual contract for use of city park land and facilities for youth sports. The contract period is from July 31, 2023, to November 15, 2023.

Due to the pump house construction in 2022 at Smith's Fork Park, one of the practice fields is still not usable. Public Works is working with the contractor to ensure the area is reseeded and grass returns for play. Staff and the Club have agreed to use the outfield of Smith's Fork Field 1 until the field is playable again.

PREVIOUS ACTION:

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

POLICY ISSUE:

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

FINANCIAL CONSIDERATIONS:

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

ATTACHMENTS:

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

RESOLUTION 1241

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

WHEREAS, the association desires to use a portion of the city's parks for conducting youth football games and 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 the impact they will have on their membership; 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 2023 SEASON.**

PASSED AND ADOPTED by the Mayor and Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

AGREEMENT

THIS AGREEMENT entered into this 18th day of July, 2023, 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 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 2023 season (July 31, to November 15, 2023) before September 1, 2023, 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.
3. The Association agrees to pay \$600.00 for the use of the concession stand/storage building at Smith's Fork Park. The Association will have exclusive use of the storage area during the term of this agreement; and exclusive use of the concession area from June 1 to December 1, 2023. The Association will be responsible for all operation costs associated with the building. Nothing is to be stored outside the building at any time. This provision will nullify City Ordinance 2637-08; an agreement between the City and the Association for the construction of the Concession stand/storage building at Smith's Fork Park.

USE OF PARKS

4. 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

ASSOCIATION'S OBLIGATIONS

5. The Association agrees that it will:

- a. Provide the necessary toiletries and supplies for the restrooms at Smith's Fork Park Spillway on weekends, Saturdays, and Sundays, whenever there are games played.
- b. Routinely clean and keep the interior of the concession building at Smith's Fork Park in an orderly manner during the organization's use and provide the necessary manpower to operate the concession stand. Nothing is to be stored outside at any time.
- c. Assume liability for the Association's own equipment and inventory stored at the concession stand.
- d. Assume liability for any damage caused by frozen pipes inside the concession stand from October 15 to November 15, unless notification is given to the City with 24 hours' notice Monday through Friday of when the concession stand is to be closed.
- e. Will consult the Parks and Recreation Director of any field maintenance proposed by the Association before the field maintenance is started. (i.e., seeding)
- f. Pay for electrical service for existing field lights during the season defined as July 31 through November 15.
- g. Provide the Parks and Recreation Director with a copy of each season schedule before the season begins and notify Parks and Recreation Director of any schedule changes throughout the season.
- h. Provide trash pickup, dump barrels, and pick up and remove litter, at football fields, concession stand, and immediate surrounding areas daily unless deemed unnecessary due to low volume or lack of use.
- i. Remove rope from around the field after each game or practice.
- j. Provide additional portable toilets, if needed, at the association's expense when city restroom facilities are closed.

- k. All Association activities shall occur between the hours of 6:00 a.m. and 11:00 p.m.

CITY'S OBLIGATIONS

- 6. The City agrees that it will:
 - a. Provide football fields as described above.
 - b. Layout football fields, including painting lines prior to 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 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 in a timely manner, 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.

CONCESSION STAND

8. City hereby grants to Association the right to operate a concession stand (upon receiving all the necessary state and county approvals, with copies provided to the City) at the Smith's Fork Park out of the concession building located by the football field during the fall season. Any proposed improvement or modifications to the City's concession building may be made only after specific approval by the Board of Aldermen and the United States Army Corps of Engineers.

INDEMNIFICATION

9. 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 One Million Dollars (\$1,000,000.00) or such higher amount in the future years as the then current sovereign immunity limits of the State of Missouri.

ADVERTISING AND FUND-RAISING

10. The Association has the right to place team banners around the field during the defined season of July 31-November 15, 2023. These banners will be removed after the season.

ADA ACCOMMODATIONS

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

BREACH OF CONTRACT

12. 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

13. The Association is the only organized football entity using the City's football fields. It is the intent of the City to allow the widest possible use of its municipal park's, 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

14. 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:

Linda Drummond, City Clerk

SMITHVILLE WARRIORS YOUTH FOOTBALL

By _____

ATTEST:



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1242, Special Request for Smithville Lions Club

REQUESTED BOARD ACTION:

If the Board concurs with sponsoring the event, a motion approving Resolution 1242, approving a sponsorship request from Smithville Lions Club for Hot Summer Nights Events that will take place at the Courtyard on August 5, 12 and 26, 2023 would be appropriate.

SUMMARY:

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties, and if executed, removes the obligation for the group to reserve the facility or pay fees.

Smithville Lions Club has reserved the Courtyard for their Hot Summer Nights concerts series for Saturday evenings in August for several years. The club is again planning Hot Summer Nights for August 2023. As part of their reservation application, the Club is asking the Board to sponsor the Hot Summer Nights Events that will take place at the Courtyard on August 5, 12 and 26, 2023. The City sponsored Hot Summer Nights in 2022 for the first time. Sponsoring the event would waive their total cost of renting Courtyard Park. The total cost is \$450 (\$150 per night) + \$200 Damage Deposit (one time cost).

PREVIOUS ACTION:

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

POLICY ISSUE:

The City sponsored Hot Summer Nights in 2022.

FINANCIAL CONSIDERATIONS:

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

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: Letter and Special Event Application | |

RESOLUTION 1242

A RESOLUTION APPROVING A SPONSORSHIP REQUEST FOR THE SMITHVILLE LIONS CLUB

WHEREAS, the Smithville Lions Club has submitted an Event Application and has requested the City sponsor their event; and,

WHEREAS, Hot Summer Nights Events that will take place at the Courtyard on August 5, 12, and 26, 2023; and,

WHEREAS, sponsoring the event would allow a waiver of the Courtyard Event Fee of \$450 + \$200 Damage Deposit.

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

THAT the City of Smithville agrees to sponsor Hot Summer Nights Events that will take place at the Courtyard on August 5, 12, and 26, 2023. City sponsorship of this event would allow a waiver of event rental fees and deposits.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

SMITHVILLE LIONS CLUB

RE: Hot Summer Nights

July 6, 2023

Smithville Board of Aldermen:

The Smithville Lions Club is again requesting a waiver of fees for free use of the Courtyard Park for the purpose of presenting free music concerts to the public.

The Lions have provided these concerts for several years every August Saturday night. This year, Hot Summer Nights will be August 5, 12 and 26.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Becker", with a long, sweeping horizontal line extending from the end of the signature.

Jeff Becker, President



CITY OF SMITHVILLE
107 West Main Street
Smithville, MO 64089

Date Submitted _____
Application # _____
Date Approved _____

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: HOT Summer Nights
Event Location: Courtyard Park Event Tier: 1
Detailed event description (additional room on next page or sheet may be attached): Live Concert
Estimated attendance: 100-300
Event Date(s) and Times: 8/5 - 8/12 - 8/26 2023
Set up date/time: 5 PM Cleanup finished date/time: 10:30 PM end night

2. APPLICANT / CONTACT INFORMATION:

Applicant(s)

Name: Jeff Becker
Organization: Lions Club
Address: 115 E Main St
City, State, Zip: Smithville MO 64089

Phone: 866-716-1170 Fax: _____
Emergency #: _____
E-mail: jbecker115@gmail.com

Property Owner(s), if not applicant or City

Name: _____
Organization: _____
Address: _____
City, State, Zip: _____

Phone: _____ Fax: _____
Emergency #: _____
E-mail: _____

Alternative Contact

Name: _____
Phone: _____

Alternative Contact

Name: _____
Phone: _____

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

3. EVENT TYPE:

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

5. SITE PLAN

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

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): _____

Free Concert

6. PARKING PLAN

Do you have sufficient on street/lot parking at your eventspace? 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): _____

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): _____

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): _____

Crumpy Adults Pointing Fingers at Rabblerousing Kids.

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): _____

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): _____

PICK UP TRASH after each event.

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? 2 East of Stage

If Yes: How Many Water Hookups? 0

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): Main from Bridge to Commercial,
Bridge from Main to Church, Commercial from Main to
Church

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: _____

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

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: _____ No: ~~X~~ (If Yes, see [the Alcohol Guidelines](#))

Are you having amplified music?..... Yes: ~~X~~ No: _____ (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. Live Band from 6P - 10 P
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

INSURANCE

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

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

Date

7/6/23

PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE

TITLE

William J Baker

President

19. VENDORS:

Please fill out the following vendor information. Refer to the [Event Rules and Conditions](#) for more information. Include amusement/carnival ride vendors.

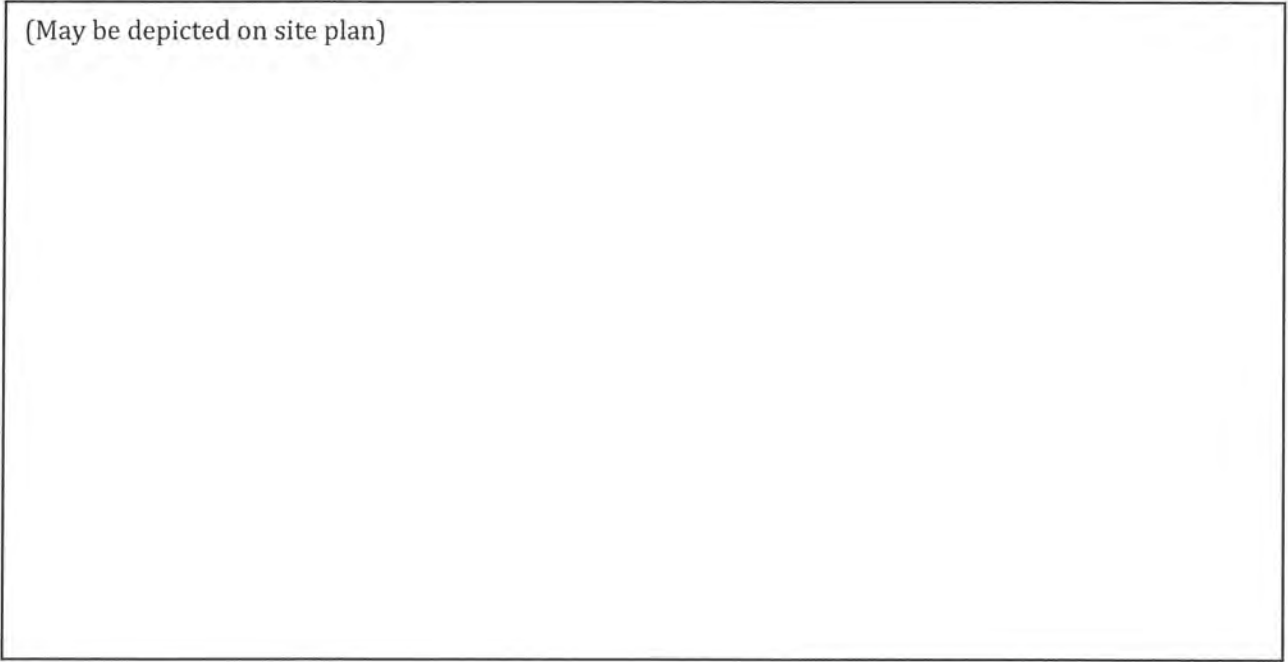
VENDOR LIST:

Vendor Name	Contact Info	What the vendor will be selling? (one or two words)	Clay County Health Dept. Permit # (Food/Beverage vendors only)	Please attached insurance certificate for each vendor
				<input type="checkbox"/>
				<input type="checkbox"/>
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VENDOR MAP

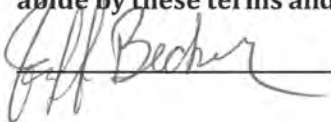
Please map the planned vendors at your event (Attach additional sheet if necessary):

(May be depicted on site plan)

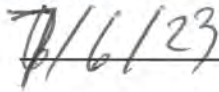


LEGAL

I have read and understand the [Event Rules and Conditions](#) and [Application Information Guide](#). I will abide by these terms and fees associated with my event.



Event coordinator



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams		
	PHONE (A/C, Ho, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186	
	E-MAIL ADDRESS: lionsclubs@dspins.com		
INSURED Smithville Smithville Missouri	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000			HDO G47352241	09/01/2022	09/01/2023	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			ISA H10761220	09/01/2022	09/01/2023	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Hot Summer nights
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER

CANCELLATION

City of Smithville
107 west main
Smithville Missouri 64089

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CHECK LIST

Required Items

\$25 Special Event Application Fee.

[Correct Event Rental Fee Paid](#)

Completed Event Information, Application Contact Information, Event Type Sections

Completed Site Plan Section

Completed Parking Plan Section

Completed Public Information and Cancellation Notice Sections

Completed Security Plan

Completed Restroom and Clean-Up Plan

Completed First Aid Plan

Additional Items (If Needed)

Completed Roadway Closure Section.

City Staff Request \$30.00/hour per staff member.

[Temporary Sign Application](#) and Fee.

Temporary Caterer's Permit. Please read the requirements for having alcohol at an event.

Completed Performance Section

Completed Vendor Section.

[City Police Request](#) \$45.00/hour per officer (3 hours min.)

Due 7 Days before the Event

Additional Fees and other Requested Information

Reminder! Incomplete applications will not be accepted for processing. Please complete all sections legibly.

Helpful Phone Numbers

Smithville Parks and Recreation 816-532-8130;
parks@smithvillemo.org

Missouri Liquor Control 573-526-2769

Smithville Police Department and City
Hall 816-532-3897

Clay County Health Department 816-595-4200

****CITY USE ONLY****

REQUIRED APPROVALS, IF APPLICABLE:

☐ **Parks and Recreation Director**

ΔApproved Date: _____ Conditions: _____

☐ **Board of Aldermen** (alcohol/other)

Δ Approved Date: _____ Conditions: _____

☐ **Police Chief** (closures/public safety/alcohol):

ΔApproved Date: _____ Conditions: _____

☐ **Health Department** (food/beverage service):

ΔApproved Date: _____ Conditions: _____

☐ **State of Missouri** (alcohol license):

ΔApproved Date: _____ Conditions: _____

☐ **Finance Department** (licenses/ taxes/fees):

ΔApproved Date: _____ Conditions: _____

☐ **Development** (temporary sign permit):

ΔApproved Date: _____ Conditions: _____



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1243, Liquor License – Welco Brewing Company, LLC located at 117 South Commercial Avenue.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1243, approving a liquor license to Ryan C. Wells (Welco Brewing Company, LLC).

SUMMARY:

Ryan C. Wells, owner of Welco Brewing Company, LLC, has completed a Liquor License Application for his business to be located at 117 South Commercial Avenue.

Mr. Wells has requested the following licenses:

- Intoxicating Liquor- original package
- Intoxicating Liquor- by the drink
- Sunday Sales

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be July 19, 2023. Mr. wells has remitted payment to cover licensing through May 1, 2024.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

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: Approval Recommendation Letter | |

RESOLUTION 1243

A RESOLUTION ISSUING LIQUOR LICENSE TO RYAN S. WELLS FOR OPERATION OF WELCO BREWING COMPANY SMITHVILLE

WHEREAS, Ryan S. Wells, owner/partner of Welco Brewing Company, LLC, has completed the required applications for Intoxicating Liquor Original Package (all kinds) and Sunday Sales, and;

WHEREAS, Chief Lockridge has completed a background check, and;

WHEREAS, the background check did not reveal anything to prevent approval of City liquor licenses.

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

**THAT LIQUOR LICENSES BE ISSUED TO RYAN S. WELLS FOR
OPERATION OF WELCO BREWING COMPANY, LOCATED AT 117 SOUTH
COMMERCIAL AVE.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



July 11, 2023

Cynthia Wagner:

I have reviewed the liquor application submitted by Ryan Wells (Welco Brewing Company). I have reviewed Mr. Wells' background as well as public records and found nothing that would disqualify him from being issued a liquor permit.

I would recommend that Mr. Wells be issued a city liquor permit pursuant his request. If you have any questions or concerns, feel free to contact me.

Respectfully,

Chief Jason Lockridge



City Administrator's Report

July 13, 2023

Comprehensive Plan Dashboard

The Development Department rolled out a new Dashboard for viewing the Comprehensive Plan Implementation progress at Tuesday's Planning and Zoning Commission meeting. This dashboard was created by Public Works Management Analyst Mayra Toothman using Microsoft Excel. The dashboard organizes all the Action Steps listed in the Comprehensive Plan, with the ability to filter the Steps in several ways. The filtering bar is below.



The steps can be filtered by Priority, Pillars of the Strategic Plan and by Timeframe for completion. The Status of the completion activity for each step is also sortable, along with the "Bold Steps" described in the plan. The Dashboard also allows multiple filters to be selected to sort. You can filter out all but the Housing & Neighborhood Options Pillar steps, and then further sort those items by priority and/or timeframe. After you complete one search, you can Reset the filters to search again on another path. Staff is continuing to refine the Dashboard and plans to make it available on the city's website no later than mid-August.

Fleet Leasing Update

At the Board Retreat in May, additional information regarding the fleet leasing program with Enterprise Rental was requested. Attached is a memo from Finance Director Stephen Larson providing some background information on the program, initial cost estimates and current status of the program.

Owens Street Drainage – Follow Up

Following recent rain, Public Works Director Chuck Soules followed up with the residents on Owens Street who reported they were experiencing high water from the creek behind their homes. The City had Menke Excavating remove an old bridge structure in the Owens Branch Creek that was restricting the flow.

Both residents appreciated the follow up. One indicated her rain gauge showed 1.4" of rain from the rain event on July 4.

Public Works Project Updates

Fourth Street and Fourth Street Terrace Project Update

Work on this project continues. The water line on Manzanola is in service and water service lines are being connected to residences. Work to bore under Spellman and install a line on Fourth Street Terrace has also been completed.



Project updates are reported weekly at

<https://smithvillemo.municipalone.com/pview.aspx?id=55036&catID=0>

Streetscape

Project plans are complete. MODOT has requested load rating calculations for the bridge since we are installing lighting. HDR is completing these calculations. MODOT will do a final review and let us know when we will be able to set a bid date.

188th and Highway 169

This is a MODOT project that was let a couple years ago. The project moves the City's waterline and lowers the highway to improve sight distance. Turn lanes are also being constructed. The contractor was on-site July 7 locating utilities. Significant utility relocations are needed before the contractor can begin.

Overlay – Woods and Winter

This project is being administered by MARC and funded through ARPA funds. Plans are complete and MODOT is reviewing. Anticipate the project to advertise for bid late July. This is a regional project and all the MARC participating communities have some work included. Due to schedule coordination with all participating communities, the Smithville overlay may not happen until next year.

Sidewalk Replacement Program

This is the cost share program for hazardous sidewalk replacement along Liberty Street. Agreements have been executed and we're waiting on the contractors schedule.

2023 Pavement Maintenance

Pavement Management began crack sealing on 180th and Old Jefferson Highway. Crack sealing will continue on Spellman next week. Micro-surfacing will begin after the crack sealing is completed.



Quincy

Amino Brothers will begin July 17 with staking and traffic control. Storm sewer will begin late next week. Attached is the traffic control plan. Traffic will be limited to those living in the area.

144th Street Pump Station and West Interceptor

HDR is completing final QA/QC and will submit to DNR for approval. There are still four properties that we are proceeding to condemnation. Encroachment agreements with Evergy are on the Agenda for July 18. Pending condemnation process, anticipate bidding late fall.

Upcoming Meeting Schedule

The August 1 meeting has been cancelled as Mayor Boley will be out of town.

A Special Session is scheduled for 7:00 p.m. Monday August 28 (to take action on ballot language for a Public Safety Sales Tax, to be filed with Clay County the following day).

	<div>STAFF</div> <div>REPORT</div>
Date	July 11, 2023
Prepared By:	Stephen Larson, Finance Director
Report:	Enterprise Vehicle Leasing – Financial Analysis

Brief History of Agreement with Enterprise Fleet Management

Initial discussions of open-end vehicle leasing with Enterprise Fleet Management were held with the Board of Aldermen during a Work Session on July 7, 2020. During this discussion, the state of the current City fleet, along with various options for vehicle replacement and plans to fund a VERF (Vehicle and Equipment Replacement Fund) were reviewed with the Board. Various options were reviewed which included:

- Funding the VERF without operating transfers or seed money.
- Funding the VERF with operating transfers to maintain a 34% reserve level of operating expenditures.
- Funding the VERF with Operating transfers to maintain a 100% reserve level of operating expenditures.

Staff presented the City's current white fleet ("white fleet" meaning non-patrol vehicles), which included a range of vehicles as old as model year 1991 and as new as model year 2019. Many of these vehicles had mileage counts exceeding 75,000 miles or more, and 8 vehicles within the City's vehicle portfolio exceeded 100,000 miles. In 2020, 44% of the City's light and medium fleet was over 10 years old. Enterprise worked with staff to identify current maintenance costs and routines, repair, and fuel expenses to understand how much money the City could save. Replacing these aging vehicles included financial benefits such as saving money on vehicle maintenance by not having to repair as many broken/aging parts and increased fuel efficiencies.

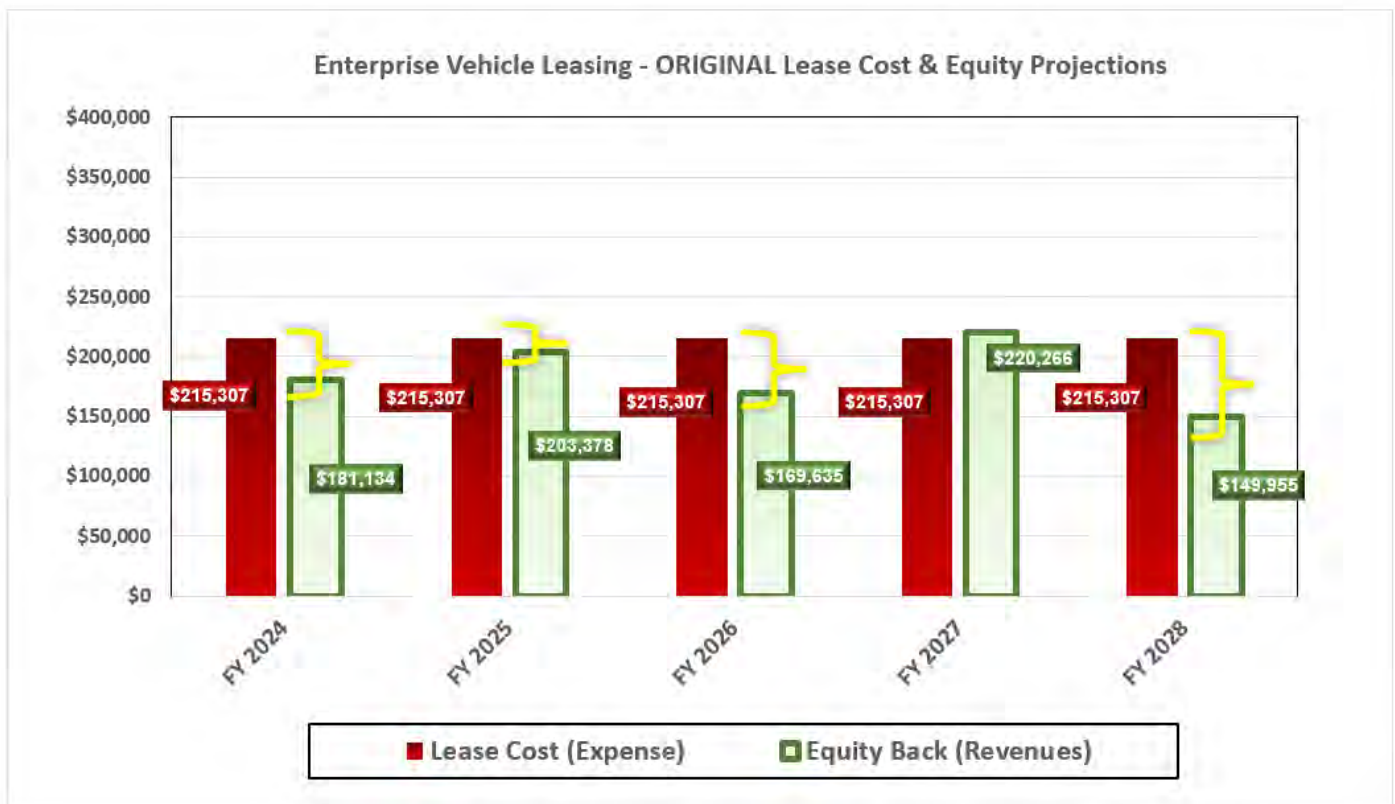
On September 1, 2020, the Board of Aldermen approved Resolution 821, a cooperative agreement with Enterprise Fleet Management for white fleet management and vehicle maintenance.

In early 2021, Enterprise began to pick-up vehicles from the City and consigned these vehicles to auction which resulted in sale proceeds/funding receipted to the VERF. In

turn, the City began to receive brand new vehicles from Enterprise and incur leasing costs.

By January 2022, the City was leasing 10 vehicles through Enterprise and by May 2023, the City was leasing 25 vehicles. According to the original plan, the total expected number of white fleet vehicles to be leased with Enterprise was 28 vehicles.

The chart below reflects the leasing costs originally shown on July 7, 2020, independent of the options presented with seed money and operational transfers.



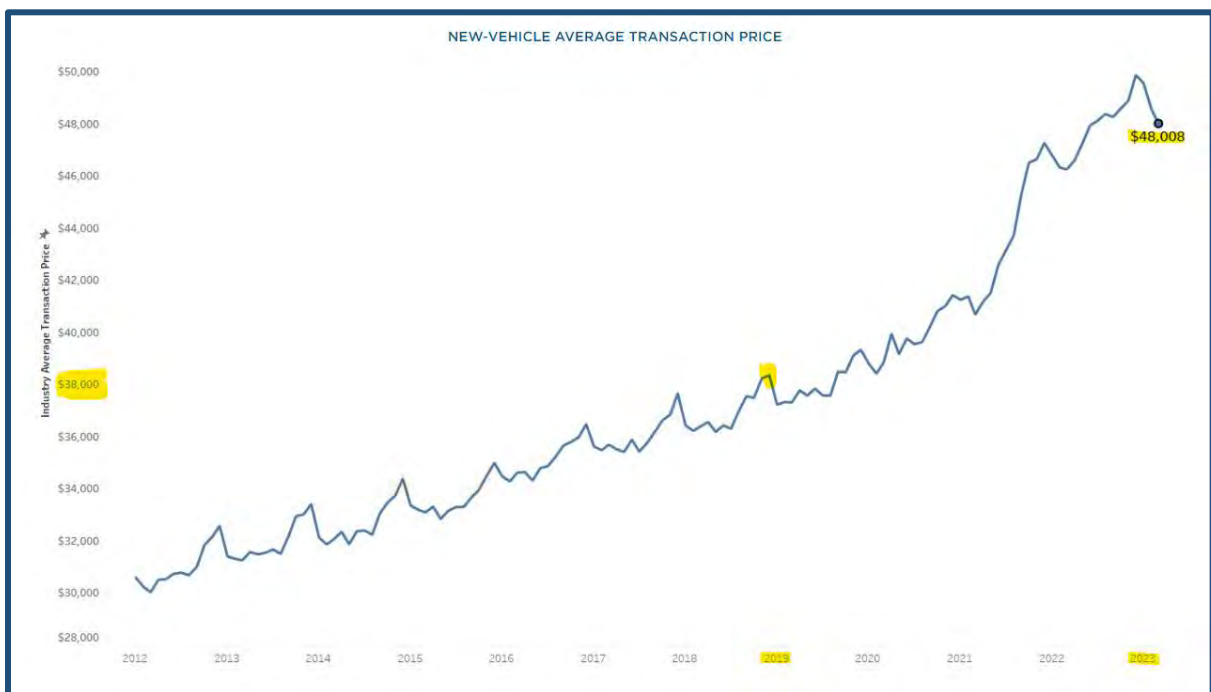
Vehicle Costs on the Rise

Since this original proposal from Enterprise was presented and eventually approved by the Board, vehicle lease expenses increased, while projected vehicle equity values decreased. Three primary factors are responsible for driving up the cost of the City's monthly vehicle leasing expenses and one factor is primarily responsible for decreasing vehicle equity. Those factors were/are:

- Increased Vehicle Demand from Consumers

- Microchip Production Shortages (the pandemic caused shortages in microchip production and those levels have been slowly starting to increase back to normal)
- Rising Interest Rates (rates were low during the COVID-19 pandemic and increased following the end of the pandemic)
- Decrease in the Amount of Purchasing Incentive (drove down equity values)

In July 2022, Enterprise provided an update to customers reporting that the average new vehicle transaction price had increased \$10,000 in just 3 years. As seen in the chart below, the average price rose from about \$38,000 in 2019 to over \$48,000 in 2022 (*Source: Cox Automotive*).



Changes in Equity Projections

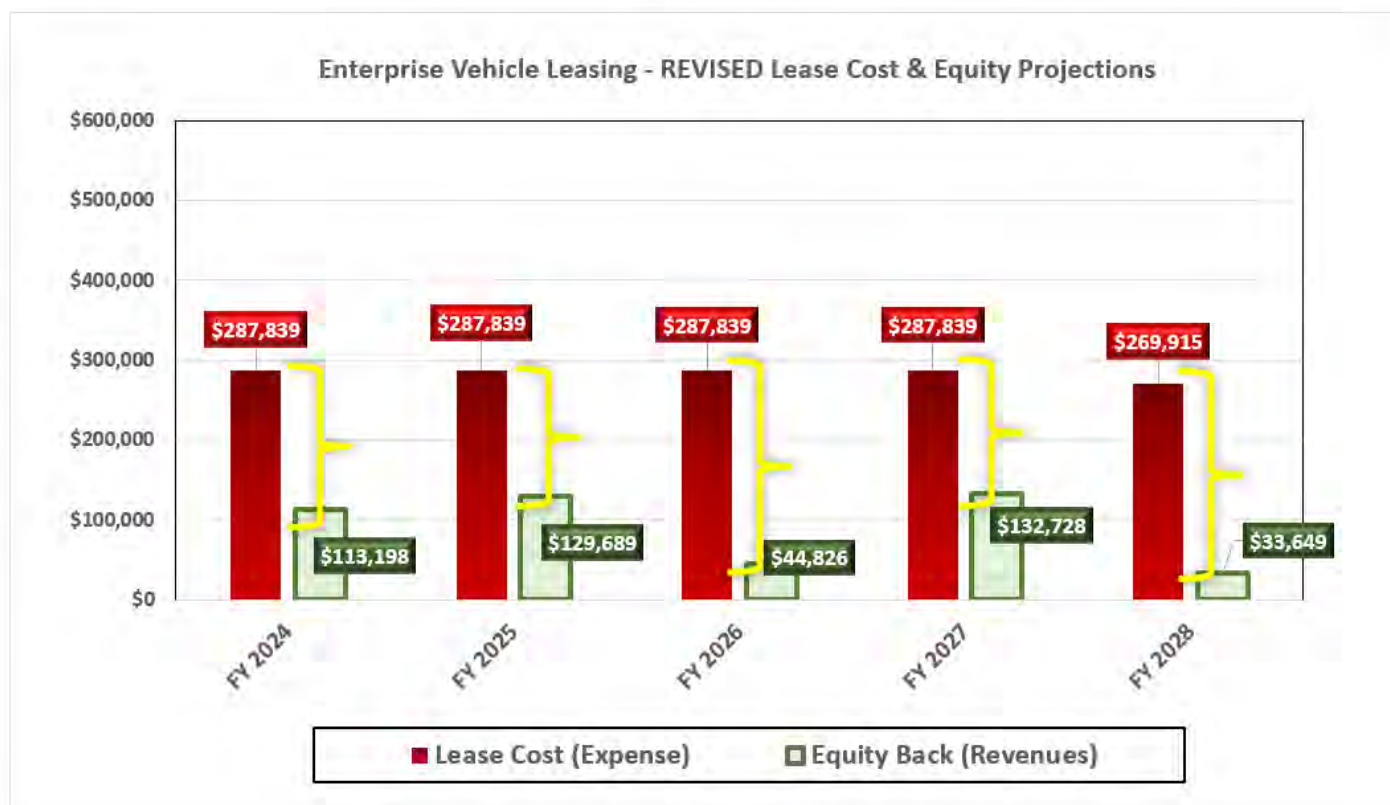
One of the largest factors in the change in equity projections is from the original figures provided in July of 2020 to the figures updated in May of 2023. Back in 2020, incentives were much higher, with some incentives topping out at \$10,000. This meant that the City could acquire vehicle pricing at a \$10,000 discount over the invoiced price. In turn, the vehicle market started to change during the pandemic and vehicle demand soared. An example of this was purchasing a GMC Sierra 1500 at an amount of \$30,000 (which was invoiced at \$40,000) because the City could take advantage of a \$10,000 pricing incentive. At this time, the one-year lease option was very attractive, and the City could

turn that vehicle over to Enterprise who sold the vehicle at an amount of \$35,000. The City could profit out of this vehicle on the short-term lease model.

During the period of the COVID-19 pandemic, vehicles began to be in short supply while demand increased. The incentives dropped from \$10,000 per vehicle to just \$3,600 per vehicle. In conjunction with this loss of incentive value, vehicle prices skyrocketed as indicated in the chart above. Dealerships which used to do lots of incentives quit doing them because they were no longer needed to sell vehicles. Rather, they could sell the same vehicles for higher amounts to private businesses and individuals. As of June 2023, incentives are starting to rebound, but they are rebounding for only certain vehicles.

Projected Leasing Cost Revisions

Staff met with Enterprise in April and May 2023 to discuss upcoming lease costs for vehicles. Due to increases in lease costs and decreases in equity, the projection graph was updated.



Additional Vehicles Added to Fleet

Since the initial agreement with Enterprise, the City has planned for the replacement of eight 2023 Ford Police Interceptors, which has added leasing costs to the overall fund not originally included in the analysis. This brings the total expected vehicles to be leased through Enterprise to 36 vehicles. However, when excluding the police responder vehicles, the cost of the rest of the City's fleet increased because of the factors explained above.

Looking Ahead – Savings in Repairs and Maintenance

Savings in repairs and maintenance was a discussion point with Enterprise during the Board's review of the agreement. Staff examined vehicle repairs and maintenance costs over the last five years to examine where the largest costs were incurred. Over the past five years, the Police Department has typically incurred around 85% of the City's total vehicle maintenance costs at an average annual amount of \$33,465. Below is a chart indicating the annual vehicle maintenance expenses for the Police Department.

City Department	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Streets	-	\$57	\$1,827	\$827	\$2,627
Police	\$52,457	\$19,533	\$16,764	\$31,806	\$46,769
Development	\$861	\$861	\$349	\$1,079	\$2,866
Parks & Recreation	\$1,087	\$1,108	\$1,356	\$268	\$296
Utilities	-	-	\$5,414	\$1,183	\$2,968
Grand Total:	\$54,405	\$21,559	\$25,710	\$35,163	\$55,526

By replacing the current Patrol fleet, staff anticipate that significant savings will occur in the Police Department vehicle maintenance budget. Over the next 1-2 years, staff will provide updates to the actual reduction in maintenance/repair expenditures in conjunction with the introduction of the 2023 Police Interceptors to the patrol fleet (which is anywhere from 6-8 years old now).





Board of Aldermen Request for Action

MEETING DATE: July 18, 2023

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 2998-23 Funding Agreement with Kansas City Properties & Investments, LLC – 2nd Reading

REQUESTED BOARD ACTION:

Approval of Bill No. 2998-23, approving a funding agreement with Kansas City Properties & Investments, LLC relating to review of a proposed Community Improvement District. Second reading by title only.

SUMMARY:

In May of 2022, the Board approved a mixed-use development on 53.92 acres at the northeast corner of 169 Highway and 144th Street. Planning and Zoning and Board of Aldermen review of the Fairview Crossing and Fairview Crossing North developments have occurred over the ensuing months, with plat approval in early 2023. The developer has notified the City of an interest in pursuing establishment of a Community Improvement District (CID) to assist in funding several large public infrastructure projects resulting from these developments.

In order to facilitate review of the proposed CID, a Funding Agreement reimburses funds for the legal services completed by Gilmore & Bell, financial advisory services provided by Piper Sandler and Co. and other necessary costs associated with ensuring the evaluation, review and consideration of the funding mechanism. Upon the execution of the Agreement, the Developer will provide a deposit of \$12,000 to the City to be held in a separate account to be used for these services. As costs for services are incurred, the Developer will be invoiced to provide additional funding to maintain a minimum of \$12,000 in the account.

PREVIOUS ACTION:

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

The Funding Agreement provides funds for costs associated with review of the proposed CID submitted.

ATTACHMENTS:

- ☒ Ordinance
- ☐ Resolution
- ☐ Staff Report
- ☐ Other:

- ☒ Contract
- ☐ Plans
- ☐ Minutes

AN ORDINANCE APPROVING A FUNDING AGREEMENT FOR THE FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the City is a fourth-class city and political subdivision of the State of Missouri, incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the Board of Aldermen; and

WHEREAS, pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the "**Act**"), the City has been requested to consider the Petition for Establishment of the Fairview Crossing Community Improvement District (the "**CID Petition**") to establish a community improvement district (the "**CID**") and enact a sales tax within the district (the "**Application**"); and

WHEREAS, Kansas City Properties & Investments, LLC (the "**Developer**") is working with the City to establish the CID to provide for the funding of certain improvements, in accordance with the Act, Missouri law and applicable City Code requirements; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the City will need to engage consultants to review, evaluate, process and consider the sources of public and private funding for the proposed CID and the experience of the Developer to complete the project contemplated; and

WHEREAS, the City does not have a source of funds to pay for third-party costs incurred for additional legal, financial and other consultants or for direct third-party, out-of-pocket expenses and other costs resulting from services to review, evaluate, process and consider the Application, including but not limited to the engagement of the legal services of Gilmore & Bell, P.C. ("**Special Counsel**") to provide legal services for the City and the engagement of Piper Sandler & Co. to provide municipal advisory services for the City; and

WHEREAS, the City desires developers who request assistance from the City in a public-private partnership or through the use of economic incentive tools to demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the Developer seeks to deposit funds with the City to be used by the City to pay for the City's third-party expenses necessary to perform a full evaluation of the Application; and

WHEREAS, the City and the Developer desire to enter into a Funding Agreement (the "**Funding Agreement**") to provide for the payment and funding of the expenses.

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

Section 1. Approval of Agreement. The Funding Agreement by and between the City and the Developer, in substantially the form attached hereto as **Exhibit A** incorporated herein by reference, are hereby approved and the Mayor is hereby authorized to execute the agreement on behalf of the City.

Section 2. Further Authority. The Mayor, the City Administrator, and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the Board of Alderman and approval by the Mayor.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this ____ day of July, 2023.

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 06/20/2023

Second Reading: 07/18/2023

EXHIBIT A

FUNDING AGREEMENT

FUNDING AGREEMENT

This **FUNDING AGREEMENT** ("**Funding Agreement**") is entered into this ____ day of June, 2023, between the **CITY OF SMITHVILLE, MISSOURI** (the "**City**"), and **KANSAS CITY PROPERTIES & INVESTMENTS, LLC**, a Missouri limited liability company (the "**Developer**," and collectively with the City and the Developer being the "**Parties**").

RECITALS

WHEREAS, the City is a fourth-class city and political subdivision of the State of Missouri, incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri, with its legislative power residing in the Board of Aldermen; and

WHEREAS, cities, counties, towns and villages in Missouri are authorized, pursuant to 67.1401-67.1571, RSMo. (the "**Act**") to establish a community improvement district; and

WHEREAS, the Developer is a Missouri limited liability company and is authorized to conduct business in the State of Missouri; and

WHEREAS, pursuant to the Act, the City has been requested to consider the Petition for Establishment of the Fairview Crossing Community Improvement District (the "**CID Petition**") to establish a community improvement district and enact a sales tax within the district (the "**Application**") for a project within the City, and if such Application is approved by the City, to provide such other services and assistance as may be required to implement and administer the Application through its completion; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the City will need to engage outside consultants to review, evaluate, process and consider the sources of public and private funding for the proposed community improvement district (the "**CID**") and the experience of the Developer to complete the project contemplated; and

WHEREAS, the City does not have a source of funds to pay for third-party costs incurred for additional legal, financial and other consultants or for direct third-party, out-of-pocket, expenses and other costs resulting from services to review, evaluate, process and consider the Application, including, but not limited to, the engagement of the legal services of Gilmore & Bell, P.C. ("**Special Counsel**") to provide legal services for the City and the engagement of Piper Sandler & Co. to provide municipal advisory services for the City; and

WHEREAS, the City desires developers who request assistance from the City in a public-private partnership or through the use of economic incentive tools to demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, in order for the City to fully consider and evaluate the Application, the Developer seeks to deposit funds with the City to be used by the City to pay for the City's third-party expenses necessary to perform a full evaluation of the Application.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:

A. Prepare or consult with the Developer on the preparation and consideration of an application in accordance with applicable State law for the requested public funding methods, give all notices, make all publications and hold hearings as required by State law and other applicable laws;

B. Provide necessary staff, legal, financial, and planning assistance to evaluate, process and consider the Application and the public funding sources;

C. If the Developer's requested actions are approved, provide the necessary staff and legal, financial and planning assistance to prepare and negotiate a definitive agreement between the Developer and the City for the implementation of the proposed public funding sources requested in the Application;

D. If a development agreement is entered into, provide the necessary staff, legal, financial and planning assistance to implement and administer the CID and any contract executed to provide for the operation and administration of the approved public funding tools; and

E. Engage appropriate outside consultants and attorneys to carry out the tasks described above.

2. **Initial Deposit.** The City acknowledges receipt of \$12,000 (the "**Deposit**") from the Developer upon the execution of this Funding Agreement. The City shall disburse the Deposit as set forth in **Section 4** and shall bill the Developer pursuant to **Section 3** to re-establish the Deposit so that there is always a minimum cash balance of \$12,000 available, from which additional disbursements may be made as required.

3. **Additional Funding.**

A. The City shall submit an itemized statement for actual expenses incurred to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City in accordance with this Funding Agreement. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. Developer shall pay the City the amounts set forth on such statements (the "**Additional Funds**") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Funding Agreement pursuant to **Section 6**. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

B. The City and the Developer agree that the Developer shall reimburse the City for its administrative expenses and actual third-party, out-of-pocket expenses necessary to perform the City's obligations hereunder, including the fees and expenses of Special Counsel and the fees and expenses of Piper Sandler & Co., as municipal advisors,

and other third-party consultants as approved according to this paragraph. The City shall advise the Developer in writing if it intends to utilize the services of any other third-party consultant to perform its obligations under the terms of this Funding Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected.

C. Before a vote by the Board of Aldermen for approval or disapproval of the Application, including approval of the CID Petition or a cooperative agreement with the Developer or any other measure associated with the Application, the Developer shall deposit with the City, upon notice from the City, sufficient Additional Funds to pay all outstanding expenses incurred hereunder and replenish the amount on deposit with the City as provided in **Section 2**.

4. **Disbursement of Funds.** The Deposit and any Additional Funds will be held in escrow pending disbursement as provided herein. The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all third-party, out-of-pocket expenses incurred by the City in connection with the performance of its obligations under this Funding Agreement as payment for such expenses become due. Upon reasonable notice, the City shall make its records available for inspection by Developer for such disbursements.

5. **Project Administration.** In addition to the services set forth in **Section 1**, the City may be required to provide services from time to time for the continuing administration of the funding mechanisms that are approved as part of the Application, and any contracts entered into in furtherance of the Application. Upon appropriate itemization, the City shall be reimbursed by the Developer for actual meeting expenses and other third-party, out-of-pocket expenses that are reasonable or incidental to the general operations of the City and its consultants with respect to administration of such funding mechanisms, and any contracts entered into in furtherance of the Application. The provisions of this section shall apply until such time as the City and the Developer execute an agreement which provides for the termination of this Funding Agreement and the terms and conditions under which the City's ongoing services shall be funded. It is anticipated that, if approved, any such agreement will include provisions necessary for reimbursement of such funds to the Developer.

6. **Termination of this Funding Agreement.**

A. **Termination by the City.** In the event the Developer fails to perform any of its obligations herein, the City may terminate this Funding Agreement, and any other agreement between the parties, at its sole discretion if the Developer fails to cure the default within ten (10) days after written notice to the Developer of the default. Termination by the City shall also terminate any duties and obligations of the City with respect to this Funding Agreement, including, but not limited to, the City's processing of the Application. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph D of this Section.

B. **Termination by the Developer.** The parties hereto acknowledge that the Developer may determine to abandon the Application. Upon written notice of abandonment by the Developer, this Funding Agreement shall terminate and the City may terminate any other agreement between the parties. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph D of this Section.

C. Mutual Termination. The parties agree that if at any time an agreement regarding the Application is not reached, either party may terminate this Funding Agreement. Upon such termination, the Deposit and any Additional Funds shall be disbursed as set forth in paragraph D of this Section.

D. Wrap-up after early termination. Upon termination pursuant to paragraphs A, B or C of this Section, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all third-party, out-of-pocket expenses incurred under this Funding Agreement to the date of termination and any monies due and owing to the City pursuant to any other agreement with the Developer. Upon such termination, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Funding Agreement pursuant to paragraphs A, B or C of this Section, any amounts remaining from the Deposit and the Additional Funds after all amounts have either been paid as directed by the City, or reimbursed to the City, shall be returned to the Developer.

E. Termination by Consolidation into a Development Agreement. Unless otherwise terminated as provided in paragraphs A, B or C of this **Section 6**, this Funding Agreement shall stay in full force and effect until it is specifically terminated as set forth in an agreement between the City and Developer, and thereafter the terms and conditions of the agreement shall provide for the continued funding arrangements by Developer with respect to the Application.

7. **Notice**.

Any notice, approval, request or consent required by or asked to be given under this Funding Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Gina Pate, Assistant City Administrator
City Administrator's Office
City of Smithville, Missouri
107 West Main Street
Smithville, MO 64089

With a copy to:

Megan Miller
Gilmore & Bell, P.C., Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

To Developer:

Shane Crees
Kansas City Properties & Investments, LLC
P.O. Box 475
Smithville, Missouri 64089

With a copy to:

Curtis Petersen
Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. **City Requirements and Prior Approval.** The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of any property. The Developer agrees that execution of this Funding Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development. The Developer acknowledges that the City may not lawfully contract away its police powers and that approval of any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Funding Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider any application in accordance with all applicable laws with respect to the development of any property.

9. **Legal Representation.** The Developer understands and acknowledges that this arrangement is an accommodation to the Developer in which the City's Special Counsel is not providing legal representation to the Developer and that no attorney-client relationship between the Developer and the City's Special Counsel shall exist by any reason including, but not limited to, the Developer's payment of the City's expenses under this Funding Agreement. Developer further understands that the City's Special Counsel paid pursuant to this Funding Agreement is legal counsel for the City and acknowledges the duties of confidentiality and loyalty to the City.

10. **Assignment.** This Funding Agreement may not be assigned by any party without the prior written consent of the other party. No assignment, unless specifically provided for in such consent, shall relieve the assigning party of any liability pursuant to this Funding Agreement. This Funding Agreement shall be binding upon the parties and their successors and permitted assigns.

[Remainder of this page intentionally left blank]

The parties hereto have caused this Funding Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor

(SEAL)

ATTEST:

Linda Drummond, City Clerk

KANSAS CITY PROPERTIES & INVESTMENTS, LLC,
a Missouri limited liability company

By: _____
C. Shane Crees, Managing Member



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Administration/Finance

AGENDA ITEM: Bill No. 2999-23, Amending Chapter 640 Peddlers, Solicitors and Canvassers – 1st reading.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2999-23 for First Reading by Title Only Amending Chapter 640 concerning Peddlers, Solicitors and Canvassers.

SUMMARY:

The City has regulated Peddlers, Solicitors and Canvassers since 1996, with amendments in 2004, 2011 and 2014. It was recently identified that the current ordinance requires ID cards (not permits to operate) for Peddlers and Solicitors, and make ID cards available for Canvassers, but only charges Peddlers for such cards. The current ordinance also includes provisions for background checks of all ID card holders (paid for by the City) but only gets any reimbursement for Peddlers ID's. As a result of the unfunded activity, staff evaluated other cities Peddler's ordinances to identify how other communities address the fee discrepancy. It was identified that Parkville's version was very similar to our ordinance in most respects, but handled how certain issues were to be addressed. The proposed ordinance would end the ID portion of the City's ordinance and in its' place convert the process to one of permit, with specific standards.

Most of the standards are the same, but the changes would include requiring the applicant to obtain a background check at its' own cost from the MSHP (the same service the city currently uses) and provide that document for review by staff, provide copies of government issued ID's and any name tag for the business. The proposed ordinance would also require both Peddlers and Solicitors to pay the same amount (\$50.00) for the permit. Canvassers would no longer be able to have the city make an ID for them, and still, no permit would be necessary for canvassing.

PREVIOUS ACTION:

The original ordinance (Ord. 1683 – 6-18-1996) was amended in 2004, 2011 and the current version (Ord. 2893-14) on May 20, 2014.

POLICY ISSUE:

Streamlines city processes and services.

FINANCIAL CONSIDERATIONS:

Would not impact the city's revenue in any significant amount, but may reduce some expenses.

ATTACHMENTS:☒ Ordinance☐ Resolution☐ Staff Report☐ Other: [Click or tap here to enter text.](#)☐ Contract☐ Plans☐ Minutes

**AN ORDINANCE AMENDING CHAPTER 640 OF THE CODE OF ORDINANCES
PERTAINING TO PEDDLERS, SOLICITORS AND CANVASSERS**

WHEREAS the City of Smithville currently allows peddlers, solicitors and canvassers to obtain an identification card to operate within the City for thirty (30) days; and

WHEREAS peddlers, solicitors and canvassers each have different definitions and standards to meet, including the payment of different fee amounts; and

WHEREAS the Board seeks to equalize the rules for the various classifications of persons who conduct door to door services, issue permits to operate instead of issuing identification cards and amend the application requirements.

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

Section 1. That Chapter 640 of the Code of Ordinances of the City of Smithville is hereby deleted in its entirety and replaced with a new section to be read and numbered as follows:

CHAPTER 640: PEDDLERS, SOLICITORS AND CANVASSERS

SECTION 640.010: DEFINITIONS

As used in this Chapter, the following terms shall have the meanings indicated:

CANVASS or CANVASSING

Attempting to make personal contact with a resident at his/her residence without prior specific invitation for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate; or
2. Distributing a handbill or flyer advertising a non-commercial event or service; or
3. Opinion sampling or poll taking.

CANVASSER

Any person who engages in canvassing in person for himself or any other person, even if incidental to the canvassing the canvasser accepts the donation of money for or against a cause.

CHARITABLE

Any activity represented as carried on from unselfish, civic or humanitarian motives or for the benefit of others and not for private gain, and may include, without limitation,

patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, cultural, scientific, historical, athletic, medical or religious activities, either actual or implied.

CITY

The City of Smithville, Missouri.

CITY CLERK

The holder of the office described in Chapter 105 of the Municipal Code of the City of Smithville, Missouri, or his or her designee.

HANDBILL

1. Any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper booklet or any other printed or otherwise reproduced original or copies of any matter of literature which:

- a. Advertises for sale merchandise, products, or commodities; or
- b. Directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- c. Directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit; or
- d. Directs attention to any charitable activity.

2. Exemption for mail and newspapers. For purposes of this Chapter, the term "handbill" does not include mail delivered by the United States Postal Service or newspapers duly entered with the Post Office Department of the United States and newspapers filed and recorded with any recording officer, as provided by general law, or any periodical or current magazine regularly published at least annually and sold to the public.

PEDDLE

1. Attempting to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of attempting to sell a good or service; or
2. Operation from a temporary stand, display or similar facility for the purpose of attempting to sell a good or service; or
3. Traveling from house to house, door to door, street to street or from place to place for the primary purpose of attempting to sell a good or service.

PEDDLER

A person who peddles for himself or for any other person.

PERSON

Any individual, firm, partnership, corporation, company, religious sect or denomination, society, organization or league, and includes any trustee, director, member, partner, officer, receiver, assignee, employee, agent or similar representative thereof.

PERSONAL GAIN

Direct or indirect financial or commercial benefit of any person or company.

SOLICIT and SOLICITATION

1. Attempting to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident for the primary purpose of:
 - a. Requesting the contribution of funds or anything of value or advertising or selling or offering for sale or taking or attempting to take orders for any service, merchandise, product, commodity, meeting, performance or event, of any kind, in character or description, for political, philanthropic, charitable, religious, commercial or any other purposes, while traveling from house to house, door to door, street to street or from place to place in the City; or
 - b. Distributing a commercial handbill or advertising a commercial event or service.
2. A "solicitation," as defined herein, shall be deemed completed when the request or distribution is made, whether or not the person making the solicitation receives any contribution or makes any sale. "Solicitation," as defined herein, shall not include the activity of children going door-to-door to trick or treat for the yearly celebration of Halloween.

SOLICITOR

A person who solicits for himself or any other person.

SECTION 640.020: EXCEPTIONS

This Chapter shall not apply to a Federal, State or local government employee or a public utility employee in the performance of his or her duty to his or her employer.

SECTION 640.030: SOLICITATION AND PEDDLING PERMITS REQUIRED.

1. Every solicitor or peddler must obtain a permit from the City before soliciting or peddling within the City. To obtain a permit to solicit or peddle, an applicant must furnish the information required under this Chapter to the City Clerk.
2. Notwithstanding any other provisions of this Chapter, students attending elementary through college-level schools who are acting in their capacity as students affiliated with a local or nationally recognized educational institution or youth organization may peddle or solicit for charitable purposes without obtaining a permit.
3. Notwithstanding any other provisions of this Chapter, any person or organization may peddle or solicit in conjunction with promotion of a special event without obtaining a permit, provided that the person or organization has a valid special event permit from the City.

4. Solicitors and peddlers are not required to obtain a general business license as required under Section 610.020 of the Municipal Code of the City of Smithville.

5. An organization may apply for a permit, but a separate permit shall be issued to each person soliciting or peddling on behalf of that organization. A separate application shall be submitted for each person. A separate fee for each person shall be paid pursuant to Section 640.040 of this Chapter.

SECTION 640.040: FEES

The fee for the issuance of each permit shall be as contained in the Comprehensive Schedule of Fees, as approved by the Board of Aldermen from time to time.

SECTION 640.050: CONTENTS OF APPLICATION

An applicant for a solicitation or peddling permit shall furnish to the City Clerk an application containing the following information:

1. The name and address of the principal office of the person applying for the permit (including both local and non-local principal offices, where such exist);
2. If the applicant is not an individual, the names and addresses of the applicant's principal officers and executives;
3. The purpose of the solicitation or peddling activity;
4. The name, address, photograph, and physical description of the person or persons soliciting or peddling;
5. The time when the solicitations or peddling will occur, giving the expected dates for commencement and termination of the solicitation or peddling, subject to the limitations on time for solicitations contained in this Chapter;
6. A copy of a State or Federal government-issued identification card of the solicitor or peddler, if the applicant is legally able, by age, to obtain this identification;
7. A copy of a criminal background check issued by the Missouri Highway Patrol within seven (7) days of the time of application, but in any event before the activity occurs, that demonstrates the qualification of the applicant under **Section 640.060(3)**;
8. The motor vehicle make, model, year, color, and license plate State and number of any vehicle that will be used for solicitation or peddling;
9. statement to the effect that if a permit is granted:
 - a. It will not be used or represented in any way as an endorsement by the City or by any department or officer thereof; and
 - b. That during the period specified in the permit, if there is any change in fact, policy or method that would alter the information given in the application, the applicant will notify the City Clerk in writing thereof within forty-eight (48) hours after that change; and
 - c. That at no time during the period of solicitation or peddling will the applicant or his or her agents solicit or peddle at any business or residence within the City where there is clearly and visibly posted any sign requesting "No Solicitation" or "No Trespassing" or words of similar meaning; and

d. That at no time during the period of solicitation or peddling will the applicant or his or her agents solicit or peddle at any residence or business within the City, the property owner or resident of which has signed the City's "No Visit" list; and

e. That the applicant and all persons for whom application is made will carry on their person a copy of the solicitation or peddling permit issued by the City; and

f. That at no time during the period of validity of the permit will the solicitor or peddler solicit or peddle without carrying a State or Federal government-issued identification card, if the solicitor or peddler is legally eligible, by age, to obtain such an identification card; and

10. A sample of the identification badge or card that each peddler or solicitor shall wear or carry, indicating that person's name and the name of the organization for which he or she is soliciting. The badge or card shall be furnished by the organization and must be approved by the City Clerk.

SECTION 640.060: Standards for Issuance.

The following are the standards for issuance of the solicitation or peddling permit:

1. Upon receiving a completed application from the applicant or applicant's representative and upon making all the following findings, the City Clerk shall issue a solicitation or peddling permit provided by this Chapter.

2. The City Clerk may defer issuance of any solicitation or peddling permit for the period of time as is reasonably necessary, not to exceed seven (7) days, to verify the accuracy of information required to be provided in the application for a solicitation or peddling permit.

3. The City Clerk shall not issue a solicitation or peddling permit to any person who has:

a. Been convicted of a felony;

b. Been convicted of a misdemeanor or other violation of the laws of the United States or of any State or City of the United States where that conviction was for an offense involving force, threat of force, theft, burglary, dishonesty, fraud, sexual misconduct or moral turpitude within the past seven (7) years; or

c. Been charged with a felony, misdemeanor or other violation of the laws of the United States or of any State or City of the United States and an arrest warrant has been issued therefor by the jurisdiction in which the crime is alleged and remains outstanding.

4. Any person who is aggrieved by the refusal of the City Clerk to issue a solicitation or peddling permit may appeal that refusal, as well as any revocation after issuance to the City Administrator. On refusal or revocation, the City Clerk shall notify the applicant by hand delivery or United States mail, postage prepaid, of the refusal to issue a solicitation or peddling permit or revocation of the same and informing the applicant that the applicant may appeal that decision to the City Administrator by requesting of the City Clerk to have a hearing before the City Administrator not later than five (5) days following receipt of the notice of refusal or revocation. The notice of refusal or revocation shall contain a statement of the facts upon which the City Clerk acted in refusing to issue a permit or revoking an issued permit. On receipt of the request for hearing before the City Administrator, the City Clerk shall schedule the matter to be heard before the City

Administrator not more than ten (10) days following receipt, unless the applicant shall request that the hearing be scheduled at a later date. At the hearing, the applicant may offer evidence to support any contention that a permit should be issued or not revoked. In the event the City Administrator sustains the denial of issuance of the permit or revocation, the applicant may appeal that decision to the District Court of Clay County, Missouri.

SECTION 640.070: REVOCATION OF PERMIT

1. In addition to the denial of a permit, a permit may be revoked for any of the following reasons:

a. Any violation of this Chapter by the applicant or by the person for whom the particular card was issued.

b. Fraud, misrepresentation or incorrect statement made in the course of carrying on the activity.

c. Conviction of any felony or a misdemeanor involving moral turpitude within the last seven (7) years.

d. Conducting the activity in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

2. Any revocation hereunder shall be subject to the review and appeal process as contained in Section 640.060 above.

SECTION 640.080: GENERAL PROHIBITIONS

The following acts are unlawful and prohibited:

1. It shall be unlawful for any solicitor or peddler or canvasser to ring the bell or knock on the door, or otherwise attempt to gain admittance, for the purpose of soliciting, peddling or canvassing at a residence, dwelling or apartment at which a sign bearing the words "No Solicitors," "No Trespassers," or words of similar meaning indicating that those persons are not wanted on the premises, is painted, affixed or otherwise exposed to public view, provided that this prohibition shall not apply to any solicitor, peddler or canvasser who gains admittance to a residence at the invitation, permission or consent of the occupant thereof. It shall be unlawful for any solicitor, peddler or canvasser to conduct soliciting, peddling, and canvassing on the premises of any business that has posted a sign exposed to public view bearing the words "No Solicitors" or words of similar meaning indicating that those activities are not allowed on the premises.

2. It shall be unlawful for any solicitor, peddler or canvasser to solicit, peddle or canvass prior to 9:00 A.M. or after 8:00 P.M., Central standard time, and prior to 9:00 A.M. or after 9:00 P.M., Central daylight saving time, of any day, except that this Section shall not apply when the peddler, solicitor, or canvasser has an express invitation from the resident, occupant, or owner of a dwelling or business allowing him/her to enter upon the property outside of the designated times.

3. It shall be unlawful for any solicitor, peddler or canvasser to engage in soliciting, peddling or canvassing upon any premises or in any dwelling house, apartment or other

residence after having been asked by the owner or occupant thereof to leave the premises or residence.

4. It shall be unlawful for any solicitor or peddler to make more than one (1) appearance for purposes of soliciting or peddling at the same residential premises for identical goods, services or contributions within any consecutive sixty-day period, without receiving prior permission therefor from the occupants of the premises. This provision shall be construed to include solicitation and peddling upon the same premises by employees, agents or other persons acting on behalf of the same person more than once during the aforesaid period without prior permission, as herein provided.

5. It shall be unlawful for any solicitor, peddler or canvasser to fail to provide, at the request of the purchaser or donator, a written receipt for purchases or donations exceeding five dollars (\$5.00) in cash or tangible property, which receipts shall be signed by the person making the sale or accepting the donation and shall set forth:

a. The brief description of the goods or services sold, the total purchase price thereof, amount of cash payment, if any, and the balance due and terms of payment; or

b. For any donation or charitable solicitation, a written receipt acknowledging that contribution and personally signed by the person accepting the contribution.

6. It shall be unlawful for any solicitor, peddler or canvasser to fail at the outset to disclose to the prospective buyer, donor or canvasee his/her name and the name of the company, product or organization he/she represents.

7. It shall be unlawful for any solicitor, peddler or canvasser to make any assertion, representation or statement that misrepresents the purpose of his/her call or use any plan or scheme that misrepresents that purpose.

8. It shall be unlawful for any solicitor, peddler or canvasser to conduct his/her business in a way that would restrict or interfere with ingress or egress of the abutting property owner or tenant, increase traffic congestion or delay, or constitute a hazard to traffic, life or property or an obstruction to adequate access to fire, police or sanitation vehicles.

9. It shall be unlawful for any solicitor, peddler or canvasser who has: been convicted of a felony; been convicted of a misdemeanor or other violation of the laws of the United States or of any State or City of the United States, where that conviction was for an offense involving force, threat of force, theft, burglary, dishonesty, fraud, sexual misconduct or moral turpitude within the past seven (7) years; or been charged with a felony, misdemeanor or other violation of the laws of the United States or of any State or City of the United States and an arrest warrant has been issued therefor by the jurisdiction in which the crime is alleged and remains outstanding, to solicit, peddle or canvass within the City.

10. It shall be unlawful for any person to solicit, peddle or canvass or attempt to solicit, peddle or canvass at a place of residence at any entrance other than the main entrance of the residence.

11. It shall be unlawful for any solicitor or peddler to solicit or peddle or attempt to solicit or peddle without carrying upon his/her person a copy of the permit issued by the City authorizing solicitation or peddling and an identification badge or card as described in Section 640.050(10) of this Chapter.

12. It shall be unlawful for any solicitor or peddler to solicit or peddle or attempt to solicit or peddle without carrying upon his/her person a State or Federal government identification card, if the solicitor or peddler is legally able, by age, to obtain this form of identification.

13. It shall be unlawful for any solicitor, peddler or canvasser to leave a handbill attached to any sign, utility pole, transit shelter, tree, bridge, public building or appurtenance or other structure within the public right-of-way. No handbill shall be attached to any privately owned property in a manner that causes damage to such property. No handbill shall be left in a manner as to be blown away. No handbill shall be left on premises that are temporarily or continuously uninhabited. No handbill shall be placed upon any automobile or other vehicle. The City may remove and destroy any handbills in violation of this Section.

14. It shall be unlawful for any solicitor or peddler to use public property, including but not limited to parks, streets, medians, sidewalks, parking lots, and other rights-of-way, for soliciting or peddling unless that use is part of a special event approved by the City.

SECTION 640.090: VIOLATION TO BE PROSECUTED AS TRESPASS

Any person violating any part of this Chapter shall have committed a trespass on such property and shall be prosecuted under the general trespass ordinances of the City. The penalty for such violation shall be the same as for any other trespass.

SECTION 640.100: EACH DAY IS AN OFFENSE

Every day any violation of this Chapter or of any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.

Section 2. This Ordinance shall take effect and be in full force from and after its passage according to law.

PASSED THIS ____th DAY OF _____, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 07/18/2023

Second Reading: 08/15/2023



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3000-23, 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. 3000-23, to approve a Conditional Use Permit for a Transfer Station at 14820 North Industrial Drive for 1st reading by title only.

SUMMARY:

The original application was submitted on May 12, 2023 for a CUP to operate a transfer station on I-1 zoned land, simultaneously with an application to approve a final plat on the land located in the First Park industrial subdivision. The plat would create two lots, one of which will become the site for the transfer station. The transfer station would involve transporting roll-off dumpsters from various locations to the site to be weighed, then dumped inside a building. This waste would then be sorted into usable recyclables and the remaining waste. Once enough materials were sorted, the items would then be loaded again onto roll-off dumpsters for transport to either recycling facilities, or certified C&D landfills. The applicant submitted plans to identify how the lot would layout that addresses the most significant concerns – potential hazardous or harmful wastes entering the ground water or surface water, and the stormwater runoff. 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:

Planning Commission hearings on July 11.

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"/> Minutes |
| <input checked="" type="checkbox"/> Other: Findings of Fact, Public Hearing Evidence | |

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicant: William T Mann Trust

Land Use Proposed: Transfer Station

Zoning: I-1

Property Location: Future 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 July 11, 2023 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 trash in landfills and recycle for other uses 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.
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.
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.
7. Adequate access roads and entrances are provided.
8. That in rendering this Finding of Fact, testimony at the public hearing on July 11, 2023 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 following conditions:
 1. That the project be submitted for separate Site Plan Review, including the additional stormwater and TIS reports.
 2. That the area is adequately screened in accordance with the outdoor storage regulations of the city and such storage screen be located inside the perimeter of the area to be landscaped in accordance with the site plan review process.

Planning Commission

BILL NO. 3000-23

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SMITHVILLE, MISSOURI BY AND GRANTING A CONDITIONAL USE PERMIT TO HUNTLEY DISPOSAL FOR A TRANSFER STATION FOR CONSTRUCTION AND DEMOLITION WASTE AT 14820 NORTH INDUSTRIAL DRIVE

WHEREAS, On July 11, 2023, 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 construction and demolition waste transfer station at 14820 North Industrial Drive and more particularly described as follows:

Lot 19, First Park 3rd Plat

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

1. That the project be submitted for separate Site Plan Review, including the additional stormwater and TIS reports.
2. That the area is adequately screened in accordance with the outdoor storage regulations of the city and such storage screen be located inside the perimeter of the area to be landscaped in accordance with the site plan review process.

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

PASSED THIS _____ DAY OF _____, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st Reading: 07/18/2023

2nd Reading 08/15/2023



STAFF REPORT

July 7, 2023

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: Future 14820 N. Industrial Dr.
Owner: William T Mann Trust
Current Zoning: I-1

Public Notice Dates:

1st Publication in Newspaper: June 22, 2023
Letters to Property Owners w/in 200': June 22, 2023

GENERAL DESCRIPTION:

The property owner has a tentative contract for sale of a part of the unplatted portion of First Park Industrial Park. This 3rd Plat, Lot 19 parcel differs from the approved preliminary plat due to the exact lot sizes so it is subsequently on the agenda to approve a Single Phase Final Plat that amends the approved Preliminary Plat and authorizes the final plat. The land in the entire development is zoned I-1 light industrial, with the unplatted county land to the south identified as future industrial land in the Future Land Use Plan of the Comprehensive Plan.

The potential purchaser seeks to construct a facility that would allow him to operate a construction demolition transfer station with all transfer to occur inside the building, with exterior storage areas. The facility will take 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. The waste stream itself is highly regulated by the EPA, so removing materials that can be reused or recycled ultimately save money overall by only disposing of unusable demolition waste.

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 ultimately reduce the amount of Construction and Demolition waste that enters those special landfills, and will reuse and recycle other materials that can also reduce the cost for additional production of those materials. To the extent that much of the traffic of the construction demolition that currently travels through Smithville will be routed to this facility, it will ultimately reduce the waste stream at the end point.

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 impact the adjacent or nearby industrial users

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%. The landscaping will be subject to review in the site plan review process with the actual building process.

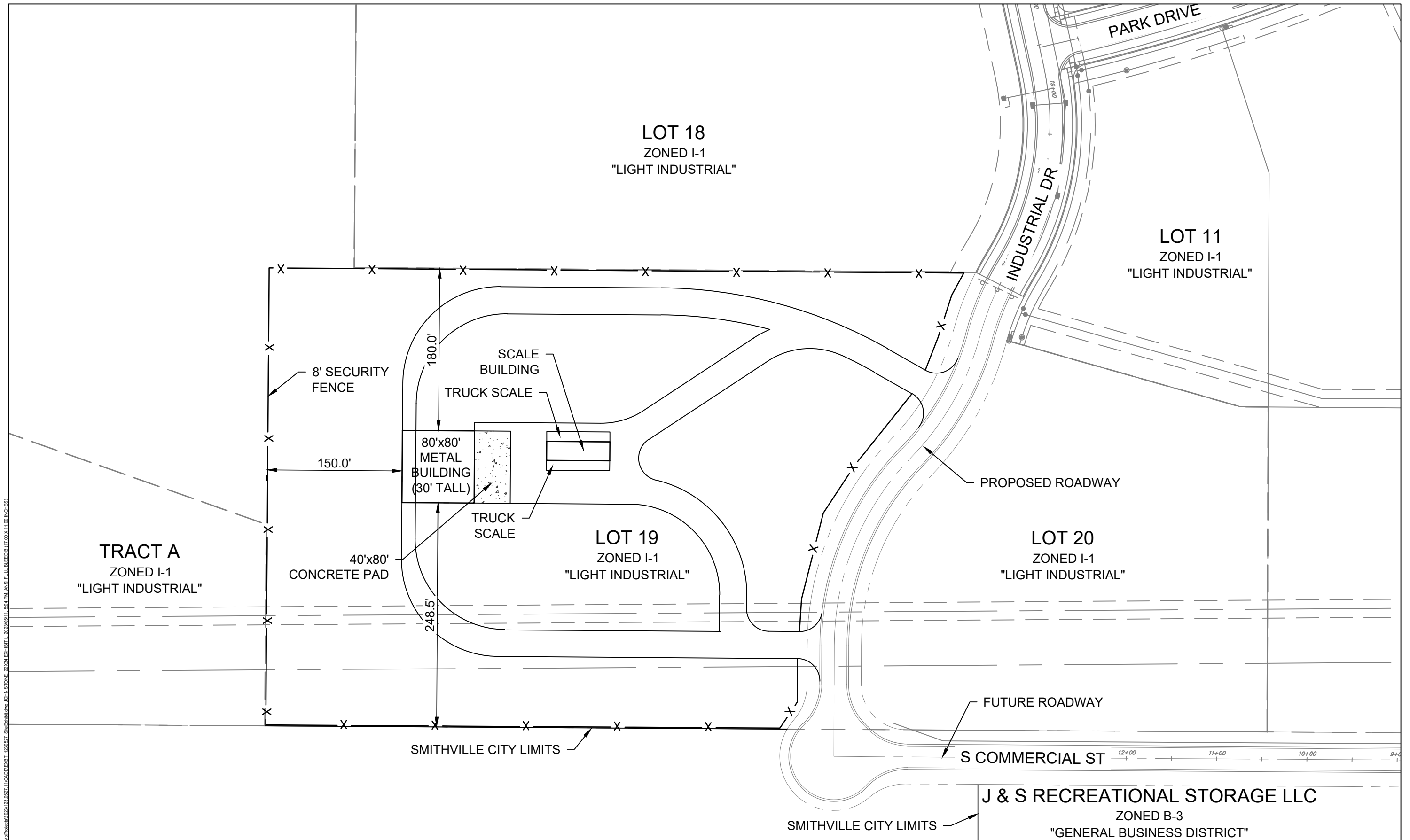
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect. The submitted layout includes adequate 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 properties 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 will be required to provide additional stormwater review with 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. 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 Approval CONTINGENT on the applicant: submit for review the entire site plan for separate review under existing Site Plan Review procedures including providing a TIS report; constructs a sight-obscuring fence in accordance with outdoor storage standards inside the landscaping areas as required in the Site Plan review, and updates the stormwater study for the subdivision that accounts for this particular site and use.





Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Police

AGENDA ITEM: Resolution 1244 – Renewal of Towing Service Contract

REQUESTED BOARD ACTION:

A motion to approve Resolution 1244, renewing the contract for city tow services with G.T. Tow Service to continue to provide police-ordered tows at a cost to the vehicle's owner of \$100.00 per tow.

SUMMARY:

The Police Department has a need for police-ordered tows for the general public at the request of the City, 24 hours-per-day, 365 days-per-year, including holidays.

In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) was issued on July 20, 2020 with a closing time of 10:00 a.m. on August 5, 2020. One response was received from GT Towing Services.

On August 28, 2020, the Smithville Board of Aldermen award Bid #20-13 to GT Tow Services. This contract was for a period of three (3) years, with the City having the option to renew this contract for two (2) additional one-year terms upon notice.

The initial three-year period for this contract will expire on October 31, 2023. Staff recommends renewal for the first one-year period, as allowed within the contract.

PREVIOUS ACTION:

The Board approved Resolution 813, August 18, 2020 approving Bid No. 20-13.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

RESOLUTION 1244

A RESOLUTION RENEWING A CONTRACT IN RESPONSE TO BID NO. 20-13 TO GT TOW SERVICE FOR TOWING SERVICES

WHEREAS, The City Police Department has a need for police-ordered tows for the general public; and

WHEREAS, staff has conducted a bid process as outlined in the City Purchasing Policy; and

WHEREAS, after a bid process and reference checks, staff has made a recommendation for accepting the lowest and best bid received as being the most advantageous to the City; and

WHEREAS, the above mentioned contract allows for renewal of up to two (2) additional one (1) year terms; and

WHEREAS, the services provided by GT Tow Services has met the needs of the City.

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

THAT Bid No. 20-13 is hereby renewed with GT Towing Service for a period of one year, beginning on November 1, 2023.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 18th of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

TOWING SERVICES CONTRACT

THIS AGREEMENT entered into this 18 day of August, 2020 by and between the City of SMITHVILLE , MISSOURI, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and, Gresham & Son Transportation a Corporation authorized to do business in Missouri (hereinafter referred to a "Contractor").

WITNESSETH:

WHEREAS, the City sent out Requests for Proposals/Invitation to RFP # 20-13 Towing Services. Said RFP, and all of its exhibits and any and all drawings, plans and bidding specifications for the project with said Requests for Proposals, and any Drawing(s) and Specifications and all modifications issued thereafter are attached hereto and/or incorporated herein by reference, as Exhibit A; and

WHEREAS, Contractor delivered the detailed Bid for services in response to said RFP which is attached hereto and/or incorporated herein by reference, as Exhibit B; and

WHEREAS, the Contractor the City (was deemed by the City the successful bidder.)

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

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

- a) Exhibit A; and then
- b) This Contract and then
- c) Exhibit B.

2. GENERAL SCOPE OF THE WORK:

As Set forth in RFP 20-13 (Exhibit A) and the Contractor's response thereto (Exhibit B) as set forth hereinafter.

3. CONTRACT PRICE: The Contractor shall submit statements to the City for services rendered pursuant to this contract on a monthly basis. Payment shall be made by the City for all services not in dispute within thirty 30 days. Other than as set forth in paragraph 12, this prices and and fees set forth in this contract in

Exhibits A & B attached hereto shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Contractor claims. after completion of the work and acceptance of the same by the City Director of Public Works (or such other person as designated by the City) and compliance with all provisions of this contract. For purposes of verification, the Contractor will submit to the City Clerk (or such other person as designated by the City) true copies of each of the subcontracts and invoices for materials and labor, and the Contractor shall permit the City or its agents to examine and make copies of all books and records of the Contractor pertaining to the work, labor, and materials to be performed and furnished by the Contractor pursuant to this Agreement.

4. **TIME**: Time is of the essence of this contract. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Contractor within ninety (90) days of the execution of this Contract.

5. **TERM OF AGREEMENT**: The initial term of this agreement shall be for a period of three (3) years, beginning November 1, 2020 and ending on October 31, 2023, with the City having an option to renew this contract for two (2) additional one year terms upon notice to the Contractor within 90 days of the end of the previous term of the exercise of the election to renew.

6. **NOTICES** Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Mayor, City of Smithville Missouri 107 W. Main Street, Smithville, MO 64089. Notice to Contractor shall be sent to the Contractor at _____
111 James Street, Smithville, MO. Either party may designate such other Person and/or delivery address from time to time by written Notice.

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

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

The Contractor will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$1,000,000.00. The Contractor will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Contractor's failure to maintain the required insurance in effect, the City may order the Contractor to immediately terminate its work until the breach has been cured or terminate this Contract.

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

9. CORRECTION OF DEFAULTS: The Contractor will, at the request of the City Clerk (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Contractor from responsibility for any defect in materials and workmanship. The Contractor further warrants to the City that all of the materials and equipment furnished pursuant to this agreement are new, of high quality and free from defects.

10. LIENS: The Contractor shall not be entitled to any payment unless and until it provides the City with full lien waivers covering any services and/or materials provided by Contractor or any of its subcontractors. The Contractor shall indemnify and hold the City harmless including attorney's fees and costs from all liens or claims, and rights to enforce liens and to defend same against the property or the improvements arising out of any work to be performed or labor and material to be furnished under this Contract. Neither final payment by the City nor acceptance of services shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Contractor shall pay to the City all monies the City may be compelled to pay in discharging the lien, including all costs and reasonable attorney's fees.

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

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

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

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

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

13. EXTRAS: No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Contractor or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Contractor.

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

15. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 RSMo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

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

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

16. **WORKERS COMPENSATION INSURANCE:** Contractor agrees to maintain worker's compensation insurance on all of its employees and to ensure that all of its subcontractors maintain worker's compensation insurance on all of its employees. Contractor shall indemnify and hold harmless the City for any and all liability of the City (including attorney's fees) for the failure to maintain any such insurance.

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

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

19. **ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto constitutes the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract, shall effect, modify or add to the terms or obligations contained in the Contract. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Contractor.

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

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

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

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

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

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

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

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

28. BINDING EFFECT: This Contract is binding on the parties hereto, their heirs, successors and assigns.

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

30. INFORMATION PROVIDED: Contractor acknowledges that it has received all documents, necessary for the completion of this Agreement by Contractor.

31. DEFAULT: If Contractor fails or neglects to complete the work to be performed by the Contractor in a timely manner demonstrating quality workmanship, and should such failure or neglect continue for more than 10 days after notice is sent to the Contractor, City (1) may, but is not required to, thereafter commence and/or continue correction of such default and/or completion of the Contract without prejudice to any other remedies available to the City and may deduct from the contract sum due to the Contractor the cost of such actions or (2) City may terminate the Agreement.

32. SAFETY: Contractor shall have control over the inspection sites and shall be solely responsible for its and its subcontractors actions, procedures and activities. Contractor shall also be responsible for all job site safety. Contractor shall be responsible for creating and maintaining all safety precautions and actions necessary in the performance of this Contract.

33. PERMITS: Contractor shall obtain and pay for any and all permits or other related permits, licenses and inspections necessary for the completion of this project, other than those already obtained by the City.

34. REPRESENTATIVE: Contractor shall employ a competent representative who shall be at the site of the project during the performance of the actual work to communicate on behalf of the Contractor with the City.

35. CLEANUP: Contractor shall keep the service area and surrounding areas free from trash and waste at all times, and shall clean the service area and remove all trash, waste, materials and surplus materials at the completion of the work, except any surplus materials shall not be disposed without approval of City.

36. SUBCONTRACTORS: Contractor shall require any Subcontractors, to the extent of the work to be done by such Subcontractors and allowed by the City, to be bound by the terms of this Contract. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

38. NONRESIDENT/FOREIGN CONTRACTORS. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

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

40. TERMINATION. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be in breach of this Agreement, be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

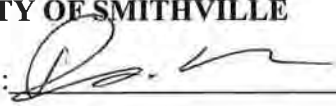
41. COMPLIANCE WITH LAW. This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of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

42. 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 Contract and that there is a balance otherwise unencumbered to the credit of the appropriation in the City Treasury to which this contract is to be charged and cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made on this contract sufficient to meet the obligation incurred and the City Clerk has so certified.

43. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Contractor and the Condition Precedent set forth in preceding Paragraph has been met.

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

THE CITY OF SMITHVILLE

Signature:  _____

Printed Name: Damien Boley

Date: August 18, 2020

CONTRACTOR:

Signature: _____

Printed Name: _____

Date: _____



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1245, authorizing the Mayor to sign Encroachment Agreements with Evergy.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1245, authorizing the Mayor to sign Encroachment Agreements with Evergy for the construction of the west interceptor.

SUMMARY:

The West interceptor is a sanitary sewer force main that will extend from the 144th Street Pump Station to Cliff Drive. This force main will serve development in the southern area of Smithville. A majority of the main will lie within the Evergy easements for their transmission and distribution lines. There are two Evergy entities: Evergy Metro Inc. and Evergy Missouri West Inc. that the city will encroach into their easements. Both agreements have the same wording but for the Grantor (Evergy Metro, Inc and Evergy Missouri West, Inc).

The Encroachment Agreements allow the City to use the areas identified in the plans for construction and maintenance of the force main. There is no cost associated with the usage of this portion of the Evergy easements, from Evergy. The City has compensated the property owners for the additional easements on their properties.

The project status: final plans are being reviewed for QA/QC (Quality Assurance and Quality Control), then will be submitted to Missouri DNR (Department of Natural Resources) for a permit to construct. The City continues to have discussions with 4 properties that we have begun the notification process for condemnation. All 4 properties have been provided with an appraisal and an offer based on that appraisal.

We have not come to any agreements with these properties and will file suit the first part of August to acquire the easements needed. This project will most likely bid later this fall.

PREVIOUS ACTION:

The Board has authorized this project several times through adoption of the City's CIP, Wastewater Master Plan and authorizing the design

POLICY ISSUE:

Infrastructure maintenance

FINANCIAL CONSIDERATIONS:

Approval of the Resolution has no financial obligation. The project is expected to cost approximately \$2.5 million.

ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract – Encroachment Agreements |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Staff Memo and Proposal | |

RESOLUTION 1245

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN ENCROACHMENT AGREEMENTS WITH EVERGY

WHEREAS, the City of Smithville operates a wastewater treatment plant and maintains the City's sanitary sewer collection system; and

WHEREAS, the city intends to install a new regional pump station and force main (West Interceptor) from approximately 144th Street north to Cliff Drive; and

WHEREAS, the City desires to place the West Interceptor within easements held by Evergy Metro Inc. and Every Missouri West, Inc; and

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

THAT the Board authorizes the Mayor to sign the Encroachment Agreements with Evergy Metro, Inc. and Evergy Missouri West Inc. for the construction of the West Interceptor within the Evergy easements.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

S		/	QQ/Q
T 53		Clay County	
R 33		Missouri	

ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** (“Agreement”) is made and entered into effective as of the ____ day of _____, 2023, by and between **The City of Smithville, Missouri, a Municipal Corporation**, “**GRANTEE**” and, Evergy Missouri West, Inc., a Delaware corporation, whose mailing address is PO BOX 418679, Kansas City, MO 64141-9679, “**GRANTOR**” or “Evergy”.

After recording mail to: **Evergy**
Real Estate Department
PO BOX 418679, Kansas City, MO 64141-9679

WITNESSETH:

WHEREAS, Grantor holds several Easement Conveyances over lands situated in Clay County, MISSOURI, all of which are referenced by Books and Pages in the attached **Exhibits A & B**, are more particularly described said Books and Pages and were recorded in the office of the Clay County, MISSOURI Recorder of Deeds; (the “Easement Areas”);

WHEREAS, Grantee has requested Grantor’s permission to encroach on and within **ONLY** that portion of the Easement Area (the “Encroachments”) depicted in **Exhibit A and described in Exhibit B**. The Encroachments are limited to the improvement(s) depicted in **Exhibit C** (the “Improvement Drawings”) and are subject to the **Limitations upon Grantee's Exercise of Rights in the Easement Area in Exhibit D** (all Exhibits are attached hereto and incorporated herein) ; and

WHEREAS, Grantor has consented to Grantee’s request, subject to the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Evergy under the Easement Conveyance, to

construct the Encroachments within the Easement Area in accordance with the Improvement Drawings defined in **Exhibit C**. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Area in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Area beyond the scope of the Encroachments as set forth in the Improvement Drawings.

2. Grantor makes no representations as to the condition, character or location of structures, equipment or facilities in the Easement Area or Property or the condition or character of the land in the Easement Area or Property.
3. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests/rights in the Easement Area.
4. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Area, without prior written consent from Grantor.
5. Grantor retains the right to enter and use the Easement Area for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
6. Grantee shall conform to the Limitations set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.
7. Grantee shall not in any way impede or otherwise inhibit access by Grantor to its electric transmission and distribution lines or other facilities now or at any time located in the Easement Area.
8. Grantee shall pay all taxes, assessments and fees arising from its encroachment and/or use of the Easement Area.
9. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages resulting therefrom, which may result from any activity by Grantor within the Easement Area, or from Grantor's use or non-use in any way of the Easement Conveyance.
10. Grantee assumes full responsibility for the risk of damage to the Easement Area which may be caused by Grantee's activities. Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable

attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.

11. In the event Grantor needs to modify its line(s) or related facilities in the future, and such modification would cause Grantee's facilities to interfere with Grantor's line(s) and/or facilities as modified, then Grantee shall modify its facilities at its sole expense so that they do not interfere with Grantor's facilities as modified. Should it be necessary, as deemed in the reasonable discretion of Grantor, for Grantor to perform such work itself, Grantee shall promptly reimburse Grantor for all expenses, including attorneys' fees, incurred by Grantor in such work. Grantee shall have no (and otherwise waives each) claim, damage and other loss against Grantor arising from or related to such work.
12. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement shall be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Area is located.
13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns, and Grantee shall take all necessary action to ensure that its agents, independent contractors, and others acting on its behalf are bound by and otherwise conform with each of the terms of this Agreement.
14. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
15. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.
16. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of the Agreement and are incorporated in this Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement.

Grantor:

Evergy Metro, Inc., a Missouri corporation

By: _____

Paul Vandevender

Sr. Manager TS Engineering

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me, a Notary Public, appeared **Paul Vandevender**, to me personally known, who, being by me duly sworn, did say that he is the **Sr. Manager TS Engineering** for **Evergy Missouri West, Inc., a Delaware corporation**, and that the within instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, KANSAS, the day and year last above written.

Notary Public

Grantee:

City of Smithville, Missouri
A Municipal Corporation

By: _____
Damien Boley
Mayor

ACKNOWLEDGMENT OF GRANTEE

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this ____ day of _____, 2023 before me, a Notary Public, appeared Dave Scott, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** of the City of Smithville, Missouri, a Municipal Corporation and that the within instrument was signed on behalf of said City of Smithville, and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Clay County, Missouri, the day and year last above written.

Notary Public

Exhibit B
PAGE 1 of 7

EVERGY
Proposed FM Existing
Easement Encumbrance Description

DESCRIPTION 1

A strip of land 10 feet in width being part of the Southwest Quarter of Section 35, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Southwest Quarter of said Section 35;

Thence S89°47'31"E, along the south line thereof, 1080.89 feet;

Thence departing said south line, N00°12'29"E, 22.04 feet to the north right of way line of 144th Street, being also 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 938 at Page 418 of the Clay County, Missouri Records and the Point of Beginning;

Thence departing said right of way line, N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 5.54 feet to a point hereinafter referred to as Point A;

Thence continue N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 2023.14 feet;

Thence N59°01'42"W, 71.20 feet to the east right of way line of U.S. Hwy 169 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of 144th Street and the east right of way line of the U.S. Hwy 169.

AND, Beginning at aforesaid Point "A";

Thence N89°47'31"W, 171.71 feet to the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418.

Exhibit B
PAGE 2 of 7

Containing in all 22,661 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 2

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet to the Point of Beginning;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 59.24 feet to the southwesterly line of an existing 22' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the west right of way line of US Hwy 169 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 592 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 3

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

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Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 152.78 feet;

Thence N25°57'21"W, 38.74 feet;

Thence N19°02'39"E, 41.29 feet;

Thence N25°57'21"W, 175.97 feet;

Thence N19°02'39"E, 7.07 feet to the southwesterly line of an existing 20' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Beginning;

Thence continue N19°02'39"E, 65.47 feet;

Thence N02°38'59"E, 200.00 feet to the north line of said Lot 1 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north line of said Lot 1 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 2,655 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 4

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 8 and Lot 9, FIRST PARK, a subdivision in the City of Smithville, and part of Lot 10, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

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Thence N89°38'14"W, along the south line thereof, 55.43 feet to the south line of tract of land as described and recorded in Book 1035 at Page 296 of the Clay County, Missouri Records, being also the north right of way line of Commercial Avenue;

Thence continue N89°38'14"W, along said south line and said north right of way line, 181.28 feet to the Point of Beginning;

Thence departing said south line and said north right of way line, N02°38'59"E, 63.31 feet;

Thence N25°16'42"W, 484.24 feet;

Thence S64°43'18"W, 266.51 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 510.64 feet to the north line of said Lot 10, FIRST PARK SECOND PLAT, being also the south right of way line of Park Drive and Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Park Drive, the north line of said Lot 8, FIRST PARK and the north right of way line of Commercial Avenue.

Containing in all 13,243 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 5

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 12 and Lot 13, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, and part of Lot 4, FIRST PARK, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the northeast corner of said Lot 12;

Thence S77°40'29"W, along the north line thereof, 145.29 feet;

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Thence departing said north line, S24°52'52"E, 114.38 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records, said point being also on the south line of said Lot 12 and the north right of way line of Park Drive and the Point of Beginning;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 160.90 feet;

Thence departing said parallel line, N64°43'18"E, 261.44 feet to a point 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 939 at Page 18 of the Clay County, Missouri Records;

Thence N25°16'42"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 266.14 feet;

Thence departing said parallel line, N65°10'08"E, 77.11 feet to a point 5 feet southwesterly of the northeasterly line of an existing variable width electric easement as described and recorded in Book 5646 at Page 172 of the Clay County, Missouri Records;

Thence N28°29'56"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 385.63 feet;

Thence N24°49'44"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 754.90 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Missouri State Highway 92 and the north right of way line of Park Drive.

Containing in all 19,061 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 6

A strip of land 10 feet in width being part of the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, all in Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
PAGE 6 of 7

Commencing at the southeast corner of the Southeast Quarter of said Section 27;

Thence N89°47'15"W, along the south line thereof, 1348.49 feet;

Thence departing said south line, S24°30'11"E, 91.34 feet to a point 5 feet southwesterly of the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 24 of the Clay County, Missouri Records, said point being also the north right of way line of Missouri State Highway 92 and the Point of Beginning;

Thence N24°30'11"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 634.19 feet;

Thence N12°25'58"W, 384.42 feet;

Thence departing said parallel line, S76°49'39"W, 196.80 feet to a point 5 feet northeasterly of the southwesterly line of an existing 160' electric easement as described and recorded in Book 930 at Page 377 of the Clay County, Missouri Records;

Thence N13°10'21"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 583.33 feet;

Thence departing said parallel line, N39°45'59"E, 248.81 feet;

Thence N20°19'07"E, 12.71 feet to the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 27 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of Missouri State Highway 92 and at the northeasterly line of said electric easement as described and recorded in Book 5613 at Page 27.

Containing in all 20,603 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

*I hereby certify this description(s) was prepared
by me or under my direct supervision.*

Johnny Yakle, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131

Exhibit B
PAGE 7 of 7

Electric Easement Encumbered by Proposed Sewer Line Easement

- 22,661 SF – Description 1
- 592 SF – Description 2
- 2,655 SF – Description 3
- 13,243 SF – Description 4
- 19,061 SF – Description 5
- 20,603 SF – Description 6

79,355 SF Total Encumbrance

Exhibit D
Limitations upon Grantee's Exercise of
Rights in the Easement Area



Evergy Requirements for Construction within Transmission Easements

Below are examples of typical requirements within Evergy transmission line easements. The examples are for new modifications within the easement and may not apply to features already existing within the easement.

These examples are intended to provide guidance for planning modifications within Evergy transmission easements and do not constitute approval from Evergy. Evergy will need to review and approve the modifications to ensure the transmission lines will continue to operate safely under current and future conditions.

General Requirements:

- 1) No permanent structures, buildings, enclosures, or sheds are allowed within the easement.
- 2) No retention or detention basins are allowed within the easement.
- 3) No swimming pools (above ground and inground) or pool decks are allowed within the easement.
- 4) No retaining walls are allowed within the easement.
- 5) Changes to grading within the easement shall be sent to Evergy for approval.
 - a. Under no circumstance shall grade be modified within 25 feet (measured horizontally) of poles and anchors.
- 6) Access must be maintained throughout easement to existing structures and wires for inspection and maintenance.
- 7) All changes within the easement shall comply with the current versions of Evergy Design Standards, including but not limited, to the National Electric Safety Code (NESC) and ANSI C2. These changes shall be reviewed by Evergy transmission engineering to verify compliance to Evergy Design Standards.
- 8) The following above grade objects are not allowed within the easement:
 - a. No mature tree height greater than 10 feet above grade or placed within 10 feet of wire horizontally.
 - b. No lighting, signage, and traffic signal structures greater than 10 feet above grade or placed within 10 feet of wire horizontally.

- c. No fencing greater than 10 feet above grade.
- 9) Lighting, signage, traffic signal, and landscaping plans shall be reviewed by Evergy for approval before construction in order to verify compliance with Evergy Design Standards.
- 10) All NESC, OSHA, Kansas, and Missouri regulations and Evergy safety requirements shall be followed when working near energized lines; see Evergy clearance safety requirements below.
- 11) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14 feet is allowed within the easement. All lines shall be considered energized unless otherwise specified by Evergy.
- 12) All spoils from construction are to be maintained off the easement immediately after excavation to assure proper clearances.
- 13) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request. All fence crossings shall include a 14 foot wide gate (at a minimum) in order not restrict easement access.
- 14) Storage of explosives, explosive material, and flammable fuels are not permitted on easement. Fueling equipment from bulk containers or trucks are not permitted on easement.
- 15) Blasting will be permitted on the easement only when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.



Construction Adjacent to or Under Transmission Lines:

Evergy shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission easement must be approved by Evergy Transmission Engineering. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on transmission easement.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.



Overhead Transmission Line Clearance Safety Requirements:

The following minimum clearances shall be maintained between Evergy's energized transmission line conductors and all construction equipment.

Line Voltage Clearance Requirement

69 kV	15.0 FEET (In all directions and at all times)
115 - 161kV	20.0 FEET (In all directions and at all times)
230 - 345kV	25.0 FEET (In all directions and at all times)

Emergency Contacts:

System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851
Nick Krueger	(785) 643-5591
Craig Arnold	(785) 213-7639

S	/	QQ/Q
T 53		Clay County
R 33		Missouri

ENCROACHMENT AGREEMENT

This **Easement Encroachment Agreement** ("Agreement") is made and entered into effective as of the ____ day of _____, 2023, by and between **The City of Smithville, Missouri, a Municipal Corporation**, "**GRANTEE**" and, Evergy Metro, Inc., a Missouri corporation, whose mailing address is PO BOX 418679, Kansas City, MO 64141-9679, "**GRANTOR**" or "Evergy".

After recording mail to: **Evergy**
Real Estate Department
PO BOX 418679, Kansas City, MO 64141-9679

WITNESSETH:

WHEREAS, Grantor holds several Easement Conveyances over lands situated in Clay County, MISSOURI, all of which are referenced by Books and Pages in the attached **Exhibits A & B**, are more particularly described said Books and Pages and were recorded in the office of the Clay County, MISSOURI Recorder of Deeds; (the "Easement Areas");

WHEREAS, Grantee has requested Grantor's permission to encroach on and within **ONLY** that portion of the Easement Area (the "Encroachments") depicted in **Exhibit A and described in Exhibit B**. The Encroachments are limited to the improvement(s) depicted in **Exhibit C** (the "Improvement Drawings") and are subject to the **Limitations upon Grantee's Exercise of Rights in the Easement Area in Exhibit D** (all Exhibits are attached hereto and incorporated herein) ; and

WHEREAS, Grantor has consented to Grantee's request, subject to the terms and conditions described in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

1. Grantor does hereby grant, without warranty, and only to the extent that it has right to do so, unto Grantee the right, subject to the reserved rights of Evergy under the Easement Conveyance, to

construct the Encroachments within the Easement Area in accordance with the Improvement Drawings defined in **Exhibit C**. Except as provided in this Agreement, Grantee, its successors and assigns, from this day forward, may not, without the express written consent of Grantor: (i) use or develop the Easement Area in any way which would constitute a further encroachment; or (ii) construct, install or locate any additional structure on a permanent or temporary basis on or within the Easement Area beyond the scope of the Encroachments as set forth in the Improvement Drawings.

2. Grantor makes no representations as to the condition, character or location of structures, equipment or facilities in the Easement Area or Property or the condition or character of the land in the Easement Area or Property.
3. Grantee shall obtain from the appropriate property owner such rights as may be required from the property owner for Grantee to install and operate the Encroachments. Grantor agrees to the Encroachment but does not represent that Grantee has the right to install and operate the Encroachments without the consent and approval of other persons having interests/rights in the Easement Area.
4. Grantee shall not construct install or locate any additional or replacement structure or object on a permanent or temporary basis within the Easement Area, without prior written consent from Grantor.
5. Grantor retains the right to enter and use the Easement Area for any purpose permitted under the Easement Conveyance, and Grantor does not in any way subordinate, release, quit claim, or otherwise convey, limit, waive, or terminate the rights provided by the Easement Conveyance except as such rights are specifically limited herein.
6. Grantee shall conform to the Limitations set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.
7. Grantee shall not in any way impede or otherwise inhibit access by Grantor to its electric transmission and distribution lines or other facilities now or at any time located in the Easement Area.
8. Grantee shall pay all taxes, assessments and fees arising from its encroachment and/or use of the Easement Area.
9. Grantee, for itself and its heirs, successors and assigns, expressly releases and discharges Grantor, its successors, assigns, insurers, stockholders, directors, officers, employees, and agents for any and all loss or damage to the above-mentioned Encroachment, and any claim for damages resulting therefrom, which may result from any activity by Grantor within the Easement Area, or from Grantor's use or non-use in any way of the Easement Conveyance.
10. Grantee assumes full responsibility for the risk of damage to the Easement Area which may be caused by Grantee's activities. Grantee agrees to defend, indemnify and save harmless Grantor, its subsidiary companies, and their successors, assigns, directors, officers, employees, servants and agents from any and all claims, demands, charges, suits or actions for property damage or loss, or loss of use thereof, and personal injury and death, whether at law or in equity, brought by any person, entity, or agency, and all expenses of litigation including, but not limited to reasonable

attorney's fees and litigation expenses, arising out of or in any manner connected with the Encroachments.

11. In the event Grantor needs to modify its line(s) or related facilities in the future, and such modification would cause Grantee's facilities to interfere with Grantor's line(s) and/or facilities as modified, then Grantee shall modify its facilities at its sole expense so that they do not interfere with Grantor's facilities as modified. Should it be necessary, as deemed in the reasonable discretion of Grantor, for Grantor to perform such work itself, Grantee shall promptly reimburse Grantor for all expenses, including attorneys' fees, incurred by Grantor in such work. Grantee shall have no (and otherwise waives each) claim, damage and other loss against Grantor arising from or related to such work.
12. This Agreement may not be modified or released except in writing, duly executed by the parties hereto. This Agreement shall be filed in the real estate records. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein. This Agreement shall be construed, interpreted, and governed in all respects by the laws of the state in which the Easement Area is located.
13. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns, and Grantee shall take all necessary action to ensure that its agents, independent contractors, and others acting on its behalf are bound by and otherwise conform with each of the terms of this Agreement.
14. This Agreement may be enforced by appropriate action and the prevailing party in any such action shall recover as part of its costs, reasonable attorneys' fees and court costs.
15. If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and the remaining provisions shall not in any way be impaired or affected.
16. The recitals set forth above are and for all purposes shall be interpreted as being an integral part of the Agreement and are incorporated in this Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Encroachment Agreement.

Grantor:
Evergy Metro, Inc., a Missouri corporation

By: _____
Paul Vandevender
Sr. Manager TS Engineering

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2023, before me, a Notary Public, appeared **Paul Vandevender**, to me personally known, who, being by me duly sworn, did say that he is the **Sr. Manager TS Engineering** for **Evergy Metro, Inc., a Missouri corporation**, and that the within instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, KANSAS, the day and year last above written.

Notary Public

Grantee:

City of Smithville, Missouri
A Municipal Corporation

By: _____
Damien Boley
Mayor

ACKNOWLEDGMENT OF GRANTEE

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

On this ____ day of _____, 2023 before me, a Notary Public, appeared Dave Scott, to me personally known, who, being by me duly sworn, did say that he is the **Mayor** of the City of Smithville, Missouri, a Municipal Corporation and that the within instrument was signed on behalf of said City of Smithville, and he acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Clay County, Missouri, the day and year last above written.

Notary Public

Exhibit B
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EVERGY
Proposed FM Existing
Easement Encumbrance Description

DESCRIPTION 1

A strip of land 10 feet in width being part of the Southwest Quarter of Section 35, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southwest corner of the Southwest Quarter of said Section 35;

Thence S89°47'31"E, along the south line thereof, 1080.89 feet;

Thence departing said south line, N00°12'29"E, 22.04 feet to the north right of way line of 144th Street, being also 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 938 at Page 418 of the Clay County, Missouri Records and the Point of Beginning;

Thence departing said right of way line, N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 5.54 feet to a point hereinafter referred to as Point A;

Thence continue N25°16'42"W, parallel to and 5 feet southwesterly of said easement line, 2023.14 feet;

Thence N59°01'42"W, 71.20 feet to the east right of way line of U.S. Hwy 169 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of 144th Street and the east right of way line of the U.S. Hwy 169.

AND, Beginning at aforesaid Point "A";

Thence N89°47'31"W, 171.71 feet to the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the southwesterly line of said electric easement as described and recorded in Book 938 at Page 418.

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Containing in all 22,661 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 2

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet to the Point of Beginning;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 59.24 feet to the southwesterly line of an existing 22' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the west right of way line of US Hwy 169 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 592 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 3

A strip of land 10 feet in width being part of Lot 1, HINTERLAND LOT SPLIT, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
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Commencing at the southeast corner of said Lot 1;

Thence N01°53'11"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 16.70 feet;

Thence N21°32'05"W, along the east line of said Lot 1 and the west right of way line of US Highway 169, 12.15 feet;

Thence departing said east line and the west right of way line of US Highway 169, N59°01'42"W, 152.78 feet;

Thence N25°57'21"W, 38.74 feet;

Thence N19°02'39"E, 41.29 feet;

Thence N25°57'21"W, 175.97 feet;

Thence N19°02'39"E, 7.07 feet to the southwesterly line of an existing 20' electric easement as described and recorded in Book 3280 at Page 314 of the Clay County, Missouri Records and the Point of Beginning;

Thence continue N19°02'39"E, 65.47 feet;

Thence N02°38'59"E, 200.00 feet to the north line of said Lot 1 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north line of said Lot 1 and the southwesterly line of said electric easement as described and recorded in Book 3280 at Page 314.

Containing in all 2,655 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 4

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 8 and Lot 9, FIRST PARK, a subdivision in the City of Smithville, and part of Lot 10, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

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Thence N89°38'14"W, along the south line thereof, 55.43 feet to the south line of tract of land as described and recorded in Book 1035 at Page 296 of the Clay County, Missouri Records, being also the north right of way line of Commercial Avenue;

Thence continue N89°38'14"W, along said south line and said north right of way line, 181.28 feet to the Point of Beginning;

Thence departing said south line and said north right of way line, N02°38'59"E, 63.31 feet;

Thence N25°16'42"W, 484.24 feet;

Thence S64°43'18"W, 266.51 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 510.64 feet to the north line of said Lot 10, FIRST PARK SECOND PLAT, being also the south right of way line of Park Drive and Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Park Drive, the north line of said Lot 8, FIRST PARK and the north right of way line of Commercial Avenue.

Containing in all 13,243 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 5

A strip of land 10 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, a part of Lot 12 and Lot 13, FIRST PARK SECOND PLAT, a subdivision in the City of Smithville, and part of Lot 4, FIRST PARK, a subdivision in the City of Smithville, being all in Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Commencing at the northeast corner of said Lot 12;

Thence S77°40'29"W, along the north line thereof, 145.29 feet;

Exhibit B
PAGE 5 of 7

Thence departing said north line, S24°52'52"E, 114.38 feet to a point 5 feet northeasterly of the southwesterly line of an existing 20' electric easement as described and recorded in Book 4821 at Page 17 of the Clay County, Missouri Records, said point being also on the south line of said Lot 12 and the north right of way line of Park Drive and the Point of Beginning;

Thence N24°52'52"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 160.90 feet;

Thence departing said parallel line, N64°43'18"E, 261.44 feet to a point 5 feet southwesterly of the northeasterly line of an existing 160' electric easement as described and recorded in Book 939 at Page 18 of the Clay County, Missouri Records;

Thence N25°16'42"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 266.14 feet;

Thence departing said parallel line, N65°10'08"E, 77.11 feet to a point 5 feet southwesterly of the northeasterly line of an existing variable width electric easement as described and recorded in Book 5646 at Page 172 of the Clay County, Missouri Records;

Thence N28°29'56"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 385.63 feet;

Thence N24°49'44"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 754.90 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the south right of way line of Missouri State Highway 92 and the north right of way line of Park Drive.

Containing in all 19,061 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

DESCRIPTION 6

A strip of land 10 feet in width being part of the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, all in Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

(Note: The bearings in the following description are based on Grid North, Missouri State Plane Coordinate System, NAD83)

Exhibit B
PAGE 6 of 7

Commencing at the southeast corner of the Southeast Quarter of said Section 27;

Thence N89°47'15"W, along the south line thereof, 1348.49 feet;

Thence departing said south line, S24°30'11"E, 91.34 feet to a point 5 feet southwesterly of the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 24 of the Clay County, Missouri Records, said point being also the north right of way line of Missouri State Highway 92 and the Point of Beginning;

Thence N24°30'11"W, parallel with and 5' southwesterly of the northeasterly line of said easement, 634.19 feet;

Thence N12°25'58"W, 384.42 feet;

Thence departing said parallel line, S76°49'39"W, 196.80 feet to a point 5 feet northeasterly of the southwesterly line of an existing 160' electric easement as described and recorded in Book 930 at Page 377 of the Clay County, Missouri Records;

Thence N13°10'21"W, parallel with and 5' northeasterly of the southwesterly line of said easement, 583.33 feet;

Thence departing said parallel line, N39°45'59"E, 248.81 feet;

Thence N20°19'07"E, 12.71 feet to the northeasterly line of an existing 80' electric easement as described and recorded in Book 5613 at Page 27 of the Clay County, Missouri Records and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the north right of way line of Missouri State Highway 92 and at the northeasterly line of said electric easement as described and recorded in Book 5613 at Page 27.

Containing in all 20,603 square feet, more or less.

Subject to all easements, conditions, restrictions and reservations of record.

*I hereby certify this description(s) was prepared
by me or under my direct supervision.*

Johnny Yakie, MO LS No.2001001917
HDR Engineering
10450 Holmes Road
Kansas City, Mo. 64131

Exhibit B
PAGE 7 of 7

Electric Easement Encumbered by Proposed Sewer Line Easement

- 22,661 SF – Description 1
- 592 SF – Description 2
- 2,655 SF – Description 3
- 13,243 SF – Description 4
- 19,061 SF – Description 5
- 20,603 SF – Description 6

79,355 SF Total Encumbrance

Exhibit D
Limitations upon Grantee's Exercise of
Rights in the Easement Area



Evergy Requirements for Construction within Transmission Easements

Below are examples of typical requirements within Evergy transmission line easements. The examples are for new modifications within the easement and may not apply to features already existing within the easement.

These examples are intended to provide guidance for planning modifications within Evergy transmission easements and do not constitute approval from Evergy. Evergy will need to review and approve the modifications to ensure the transmission lines will continue to operate safely under current and future conditions.

General Requirements:

- 1) No permanent structures, buildings, enclosures, or sheds are allowed within the easement.
- 2) No retention or detention basins are allowed within the easement.
- 3) No swimming pools (above ground and inground) or pool decks are allowed within the easement.
- 4) No retaining walls are allowed within the easement.
- 5) Changes to grading within the easement shall be sent to Evergy for approval.
 - a. Under no circumstance shall grade be modified within 25 feet (measured horizontally) of poles and anchors.
- 6) Access must be maintained throughout easement to existing structures and wires for inspection and maintenance.
- 7) All changes within the easement shall comply with the current versions of Evergy Design Standards, including but not limited, to the National Electric Safety Code (NESC) and ANSI C2. These changes shall be reviewed by Evergy transmission engineering to verify compliance to Evergy Design Standards.
- 8) The following above grade objects are not allowed within the easement:
 - a. No mature tree height greater than 10 feet above grade or placed within 10 feet of wire horizontally.
 - b. No lighting, signage, and traffic signal structures greater than 10 feet above grade or placed within 10 feet of wire horizontally.

- c. No fencing greater than 10 feet above grade.
- 9) Lighting, signage, traffic signal, and landscaping plans shall be reviewed by Evergy for approval before construction in order to verify compliance with Evergy Design Standards.
- 10) All NESC, OSHA, Kansas, and Missouri regulations and Evergy safety requirements shall be followed when working near energized lines; see Evergy clearance safety requirements below.
- 11) All construction equipment shall maintain the proper clearance from the transmission lines; no equipment with a height taller than 14 feet is allowed within the easement. All lines shall be considered energized unless otherwise specified by Evergy.
- 12) All spoils from construction are to be maintained off the easement immediately after excavation to assure proper clearances.
- 13) All metal fence designs shall include bonding per Evergy specification. Specification provided upon request. All fence crossings shall include a 14 foot wide gate (at a minimum) in order not restrict easement access.
- 14) Storage of explosives, explosive material, and flammable fuels are not permitted on easement. Fueling equipment from bulk containers or trucks are not permitted on easement.
- 15) Blasting will be permitted on the easement only when approved by Evergy. When blasting, blasting mats or other suitable material will be used in such a fashion to adequately protect the conductor and structures from flying debris. All detonating cord shall be staked down securely at ten (10) feet intervals.



Construction Adjacent to or Under Transmission Lines:

Evergy shall be notified prior to the start of construction work adjacent to or under transmission lines so that an inspector can be assigned to the job to determine the extent of work to be performed to protect conductor, structures and anchors. Construction work on transmission easement must be approved by Evergy Transmission Engineering. The cost incurred to maintain an Evergy inspector on site, when deemed necessary, shall be reimbursable by the party of the Third part. **Evergy Overhead Transmission Line Clearance Safety** handouts will be discussed with all employees prior to any work or construction on transmission easement.

The cost of construction and other measures incurred by Party of the First Part in order to accommodate the construction of improvements by the Second Party or the Party of the Third Part to the land to be dedicated such as, by way of example and without limitation, temporarily relocating anchors, stabilizing structures, or other protecting said facilities, and the cost of repair of any damages to the Party of the Second Part or Party of the Third Part to the land to be dedicated shall be paid to Party of the First Part, provided Party of the First Part obtains the prior written consent of the reimbursing party to any such construction and or repair, except that in the case of emergency construction and or repair, the reimbursing Party shall have the right to request an itemized statement of cost of said emergency construction and or repair after such work is completed by Party of the First Part.



Overhead Transmission Line Clearance Safety Requirements:

The following minimum clearances shall be maintained between Evergy's energized transmission line conductors and all construction equipment.

Line Voltage Clearance Requirement

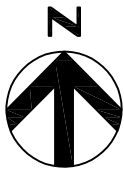
69 kV 15.0 FEET (In all directions and at all times)

115 - 161kV 20.0 FEET (In all directions and at all times)

230 - 345kV 25.0 FEET (In all directions and at all times)

Emergency Contacts:

System Control	(816) 645-1238
Craig Rice	(816) 214-3963
Ian Dennis	(816) 718-5663
Keith Beers	(785) 304-4109
Jeremy Seever	(816) 935-9851
Nick Krueger	(785) 643-5591
Craig Arnold	(785) 213-7639



0 25 50
SCALE IN FEET
1" = 50'

KANSAS CITY PROPERTIES
& INVESTMENTS, LLC
N 169 HWY
SMITHVILLE, MO 64089

160' KCPL
ELEC. ESMT.
BK 938 PG 418

PROPOSED
FORCE MAIN

PROPOSED
SEWER
EASEMENT

N25°16'42"W
2023.14'

N89°47'31"W
171.71'

RW
P.O.T.

PROPOSED
FORCE MAIN

S89°47'31"E
1080.89'

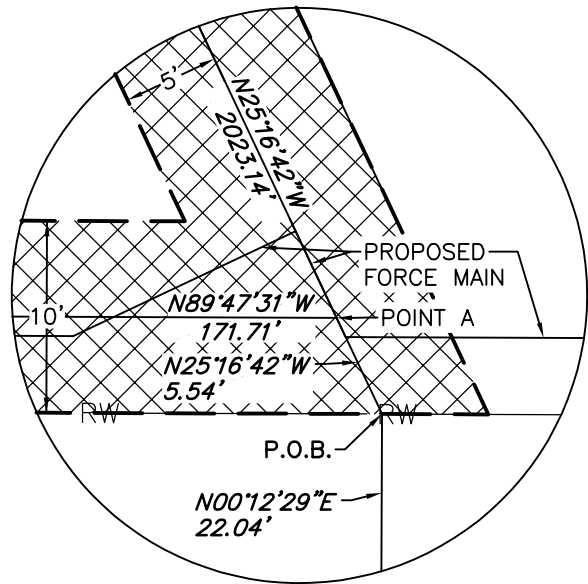
144TH ST

SEE DETAIL A
S LINE OF SW1/4
SEC. 35-T53N-R33W

P.O.C.
SW COR., SW 1/4
SEC. 35, T53N, R33W

LEGEND

EVERGY EASEMENT ENCUMBRANCE
AREA: 22,661 SQUARE FEET



DETAIL A
SCALE: 1"=10'

SW 1/4
SEC. 35-T53N-R33W



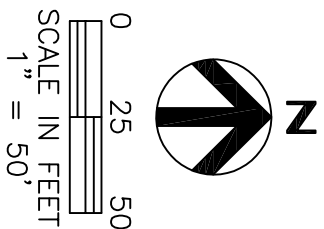
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE

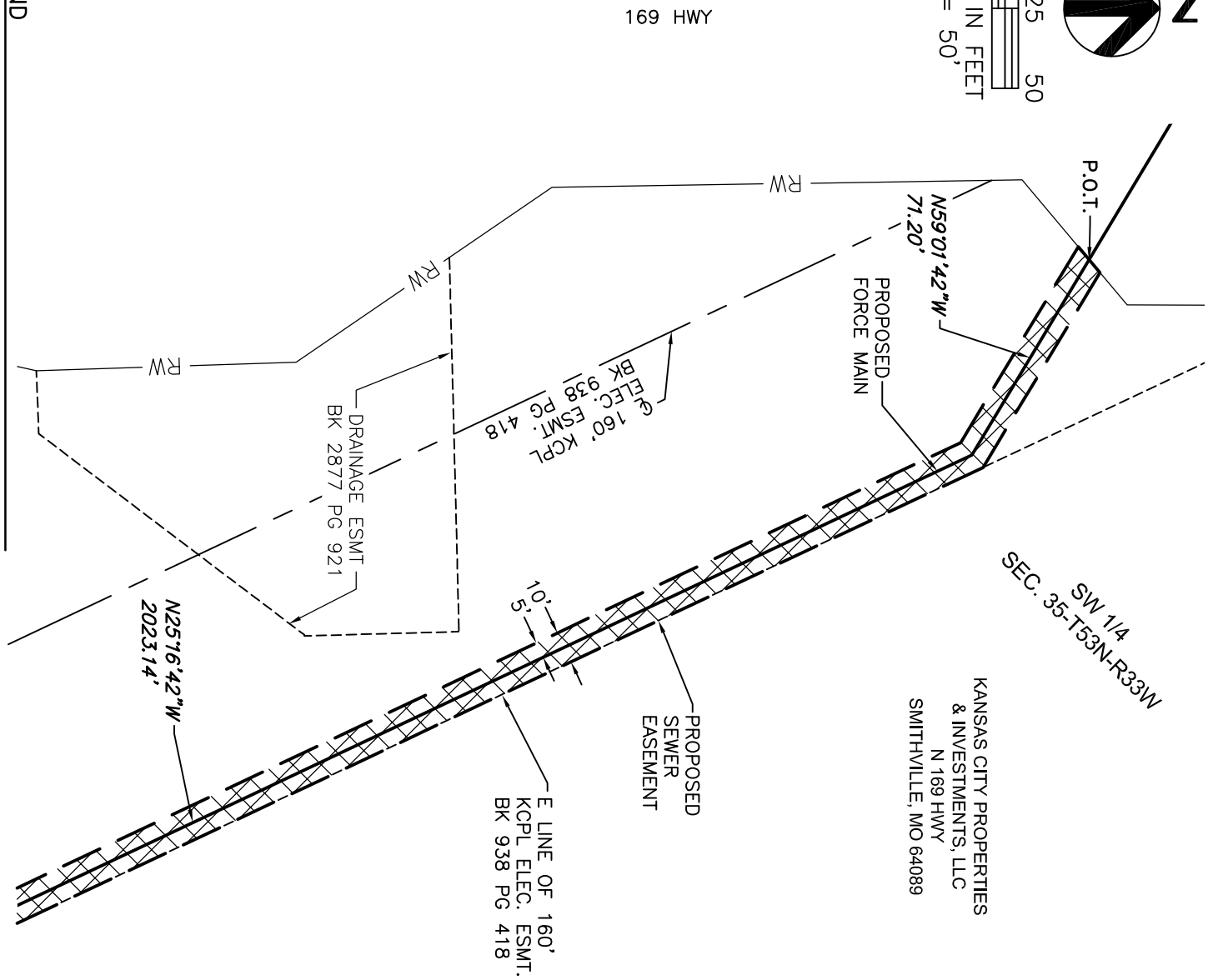


107 WEST MAIN ST
SMITHVILLE, MO 64089

1
OF
15
TBS
JRY



LEGEND
 EVERGY EASEMENT ENCUMBRANCE
 AREA: 22,661 SQUARE FEET



KANSAS CITY PROPERTIES
 & INVESTMENTS, LLC
 N 169 HWY
 SMITHVILLE, MO 64089

H32

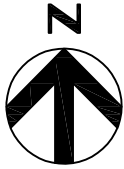
HDR ENGINEERING, INC.
 10450 HOLMES ROAD, SUITE 600,
 KANSAS CITY, MO 64131 - PH:816-360-2700
 MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

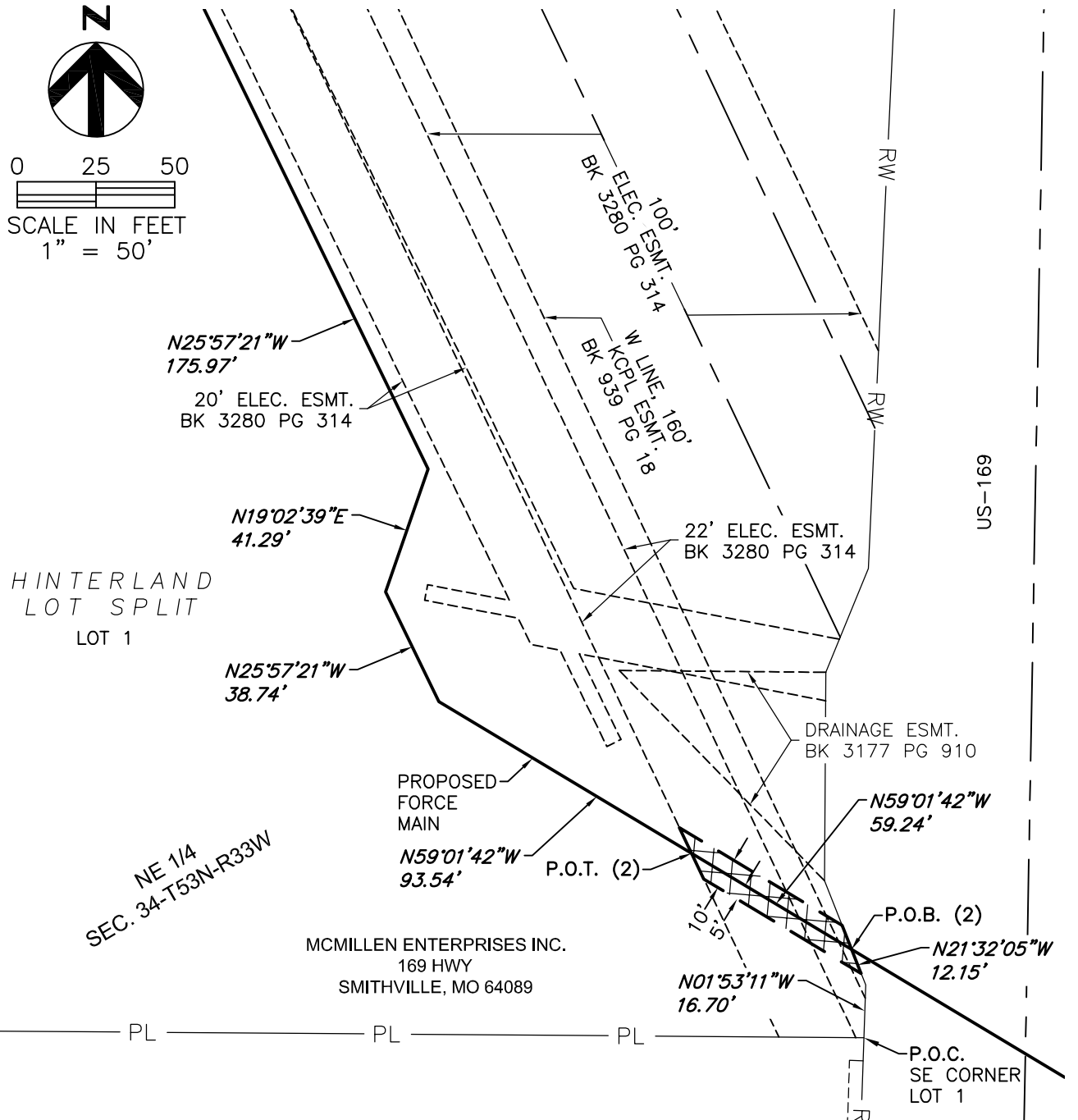


107 WEST MAIN ST
 SMITHVILLE, MO 64089

2	OF	15	TBS
			JRY



0 25 50
SCALE IN FEET
1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (2) 
AREA: 592 SQUARE FEET



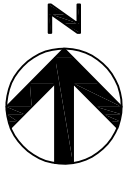
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

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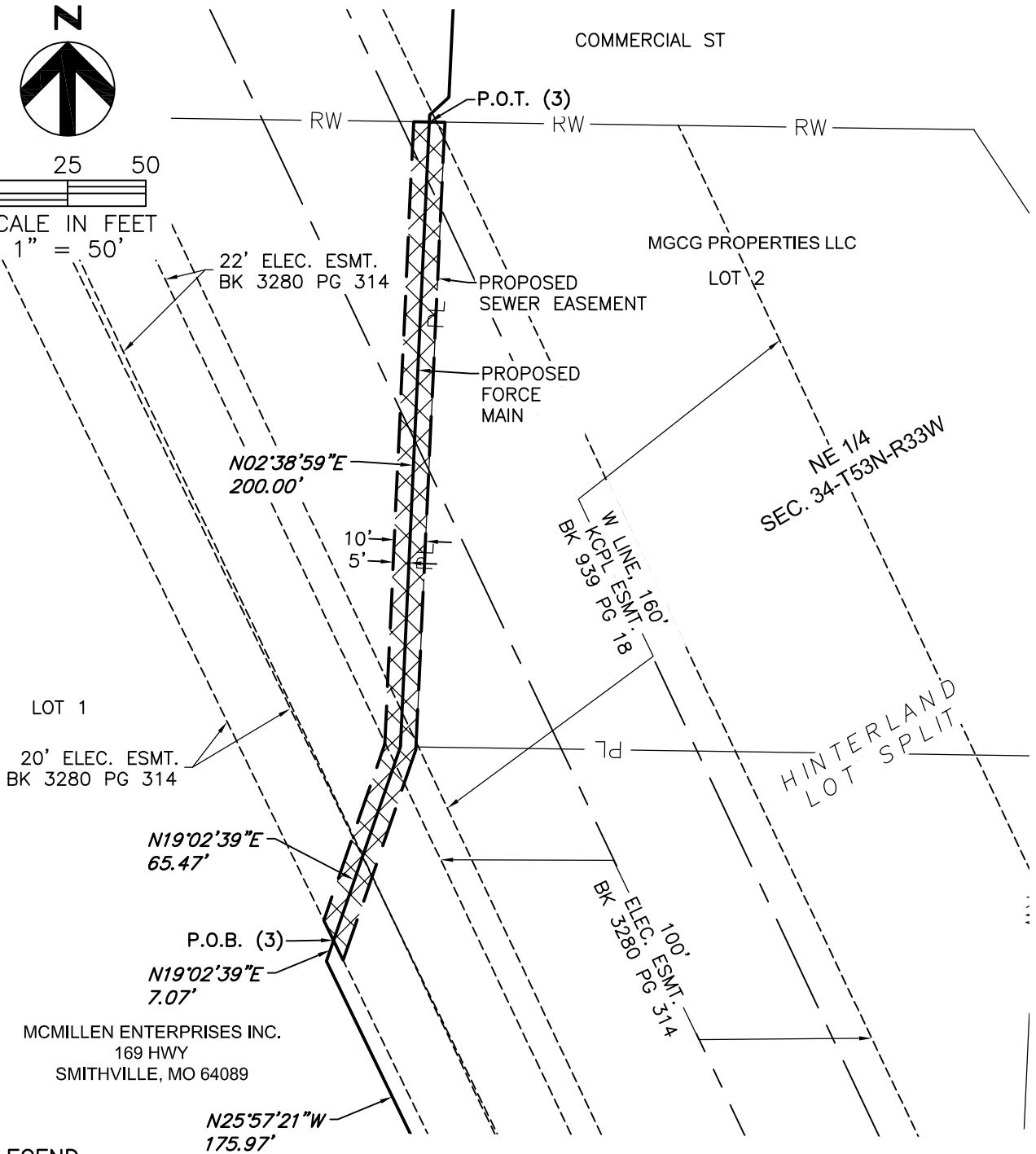


107 WEST MAIN ST
SMITHVILLE, MO 64089

3
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (3) 
AREA: 2,655 SQUARE FEET



HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE

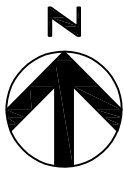


107 WEST MAIN ST
SMITHVILLE, MO 64089

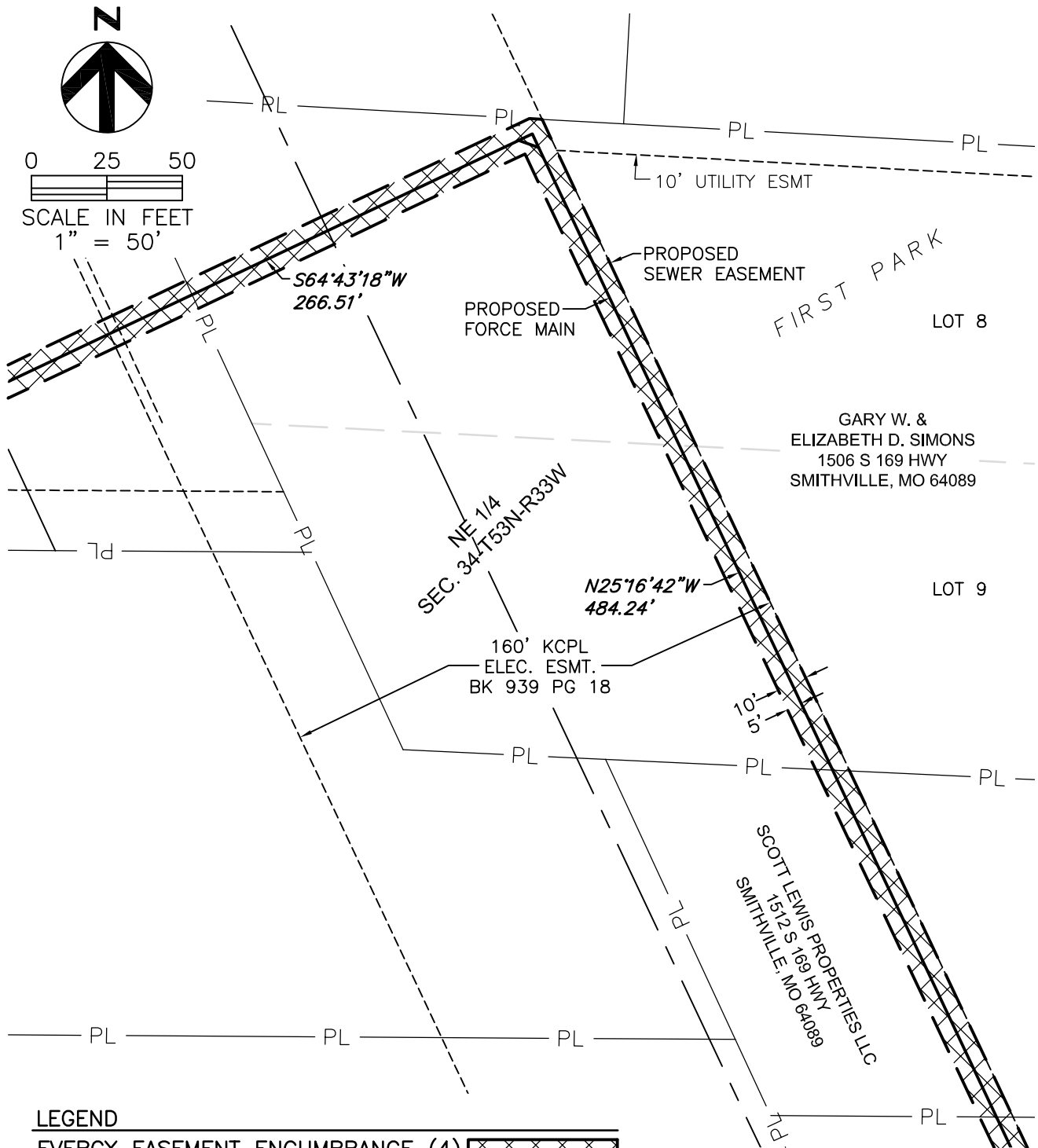
4
OF
15
TBS
JRY



5
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (4) 
AREA: 13,243 SQUARE FEET



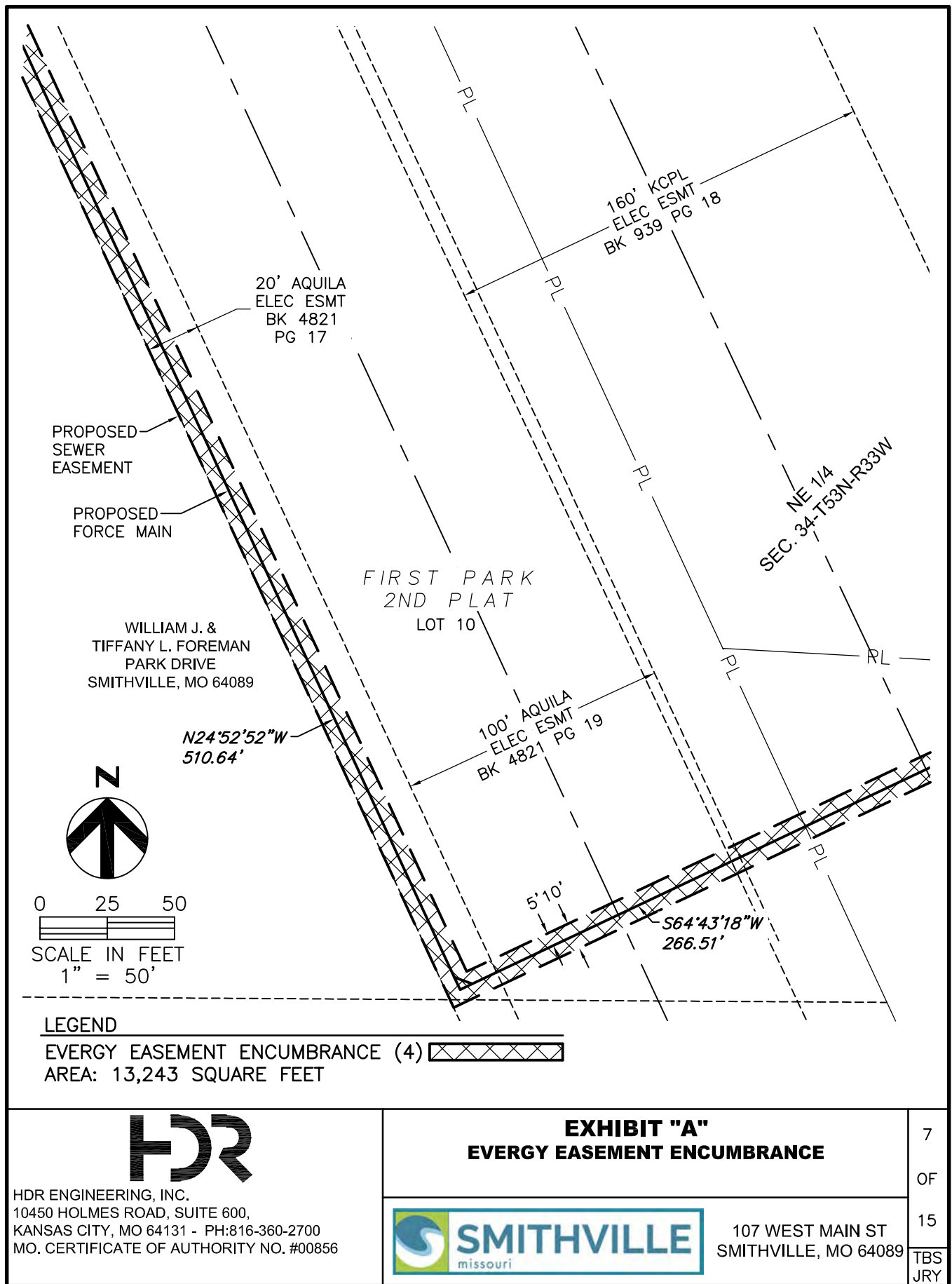
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
SMITHVILLE, MO 64089

6
OF
15
TBS
JRY



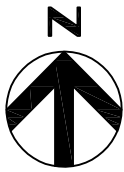
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE

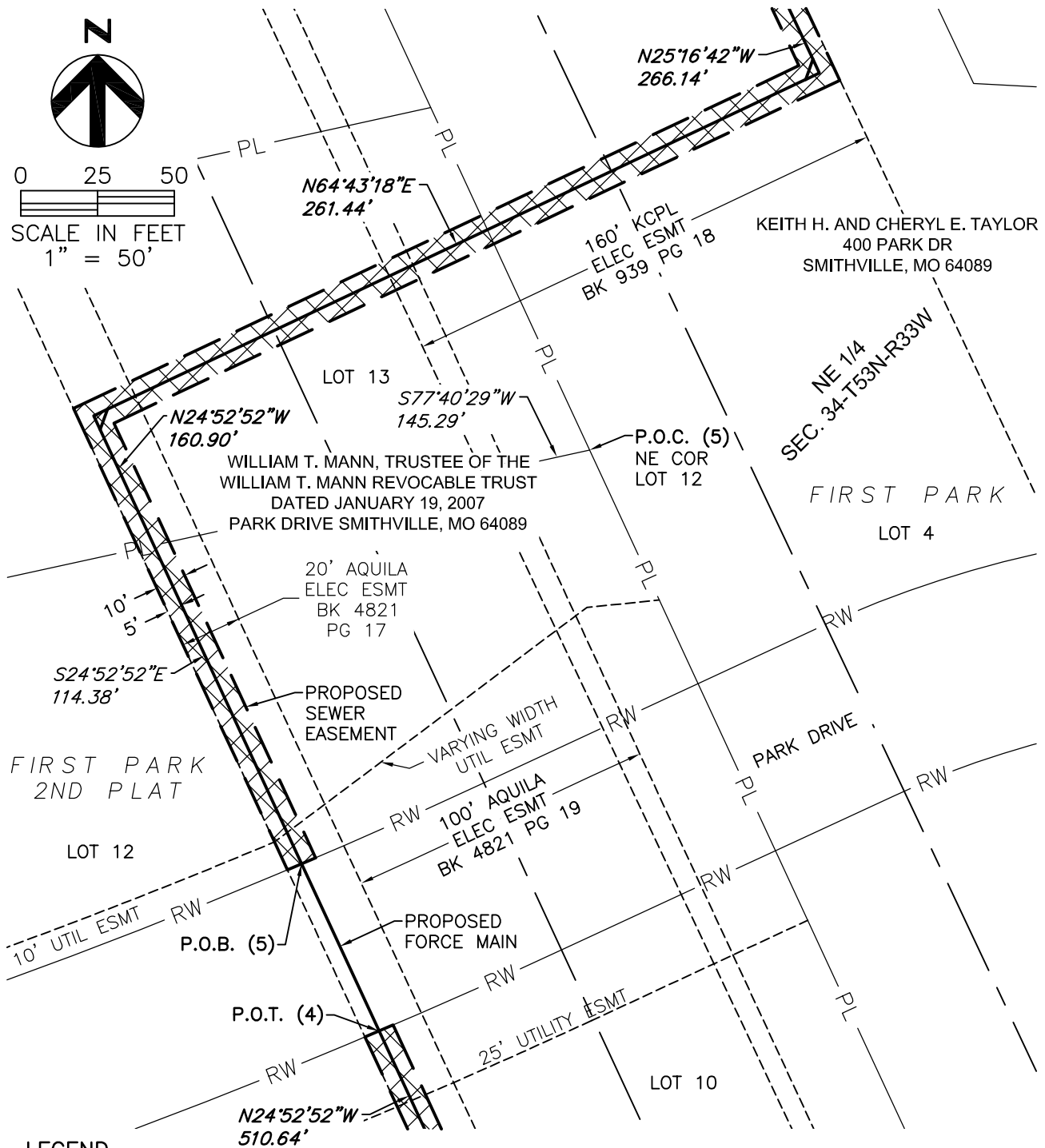


107 WEST MAIN ST
SMITHVILLE, MO 64089

7
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
AREA: 19,061 SQUARE FEET



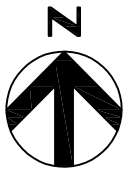
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE

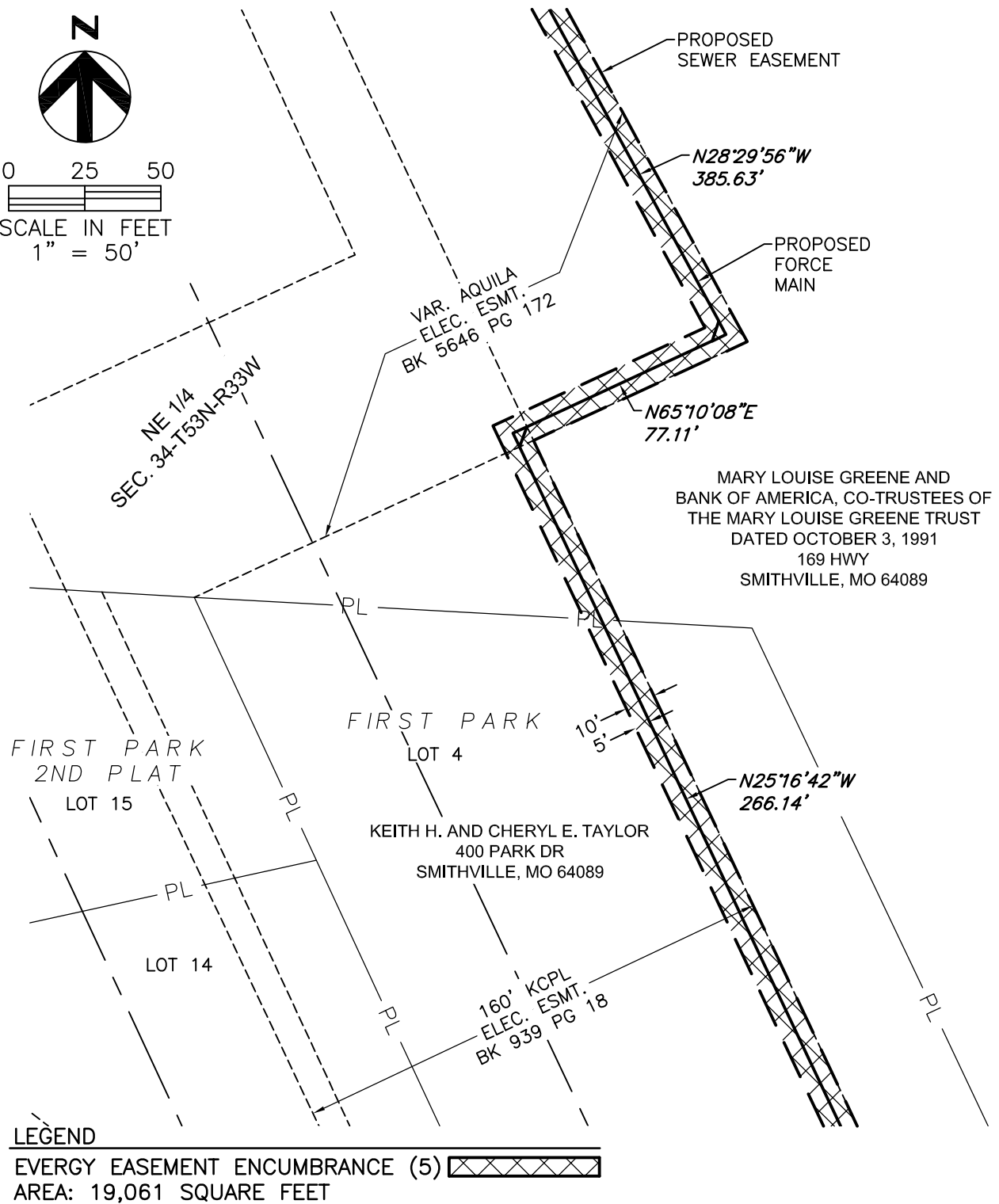


107 WEST MAIN ST
SMITHVILLE, MO 64089

8
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'



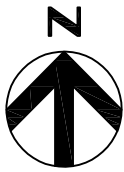
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
SMITHVILLE, MO 64089

9
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'

NE 1/4
SEC. 34-T53N-R33W

160' KCPL
ELEC. ESMT.
PG 539
BK 539
18

PROPOSED
FORCE
MAIN

MARY LOUISE GREENE AND
BANK OF AMERICA, CO-TRUSTEES OF
THE MARY LOUISE GREENE TRUST
DATED OCTOBER 3, 1991
169 HWY
SMITHVILLE, MO 64089

N24°49'44"W
754.90'

PROPOSED
SEWER EASEMENT

N28°29'56"W
385.63'

10'±
VAR. AQUILA ELEC. ESMT.
BK 5646 PG 172

LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
AREA: 19,061 SQUARE FEET



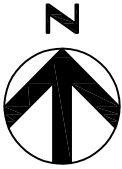
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE

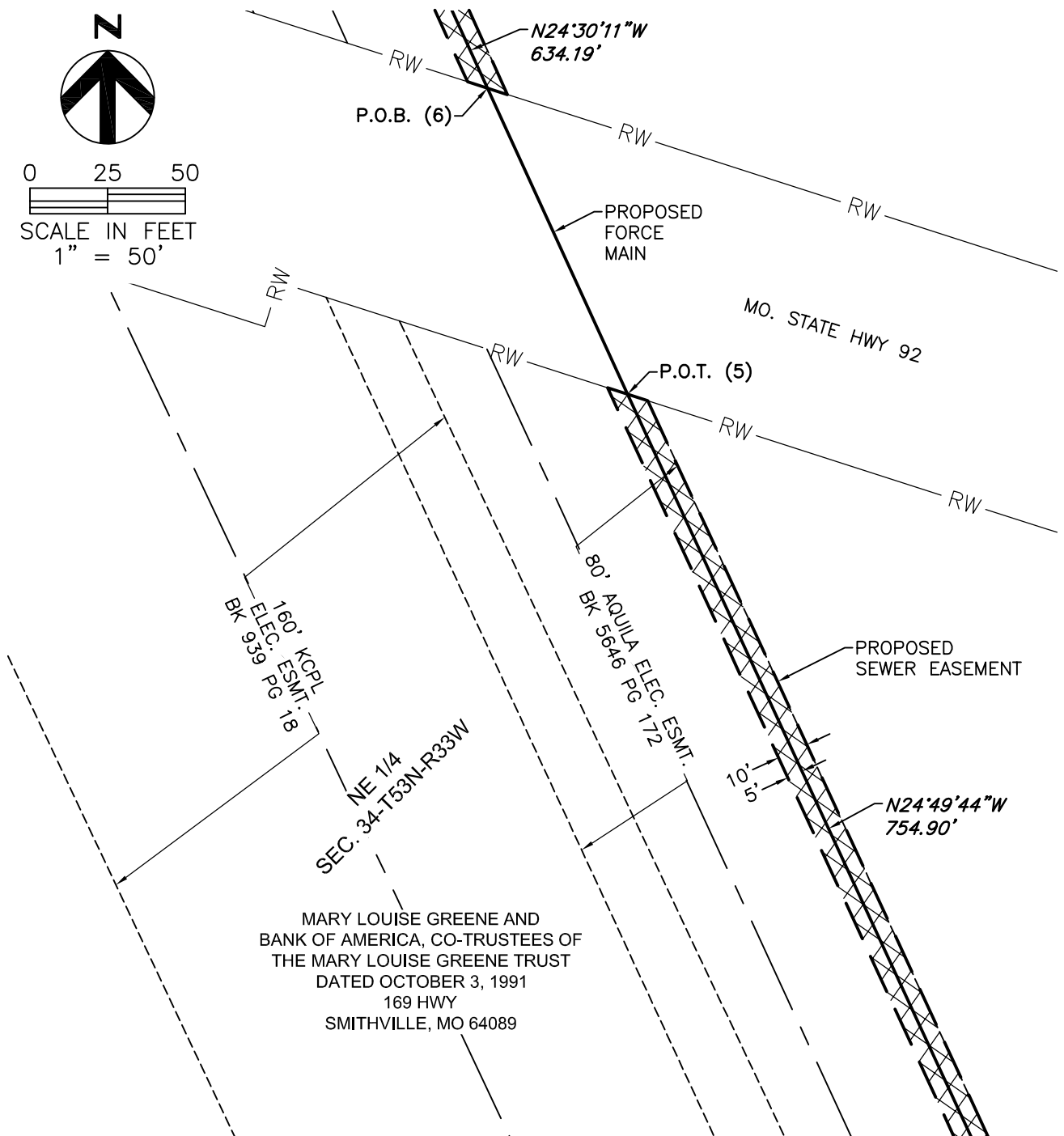


107 WEST MAIN ST
SMITHVILLE, MO 64089

10
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (5) 
AREA: 19,061 SQUARE FEET



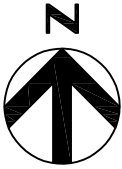
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
SMITHVILLE, MO 64089

11
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'

SW 1/4 OF SE 1/4
SEC. 27-T53N-R33W

160' KCPL
ELEC. ESMT.
BK 930 PG 377

80' AQUILA ELEC. ESMT.
BK 5613 PG 24

N12°52'58"W
384.42'

PROPOSED
SEWER
EASEMENT

PROPOSED
FORCE
MAIN

10'
5'

N24°30'11"W
634.19'

SCOTT LOWE
800 W 92 HWY
SMITHVILLE, MO 64089

LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
AREA: 20,603 SQUARE FEET



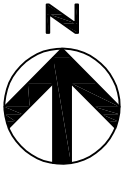
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

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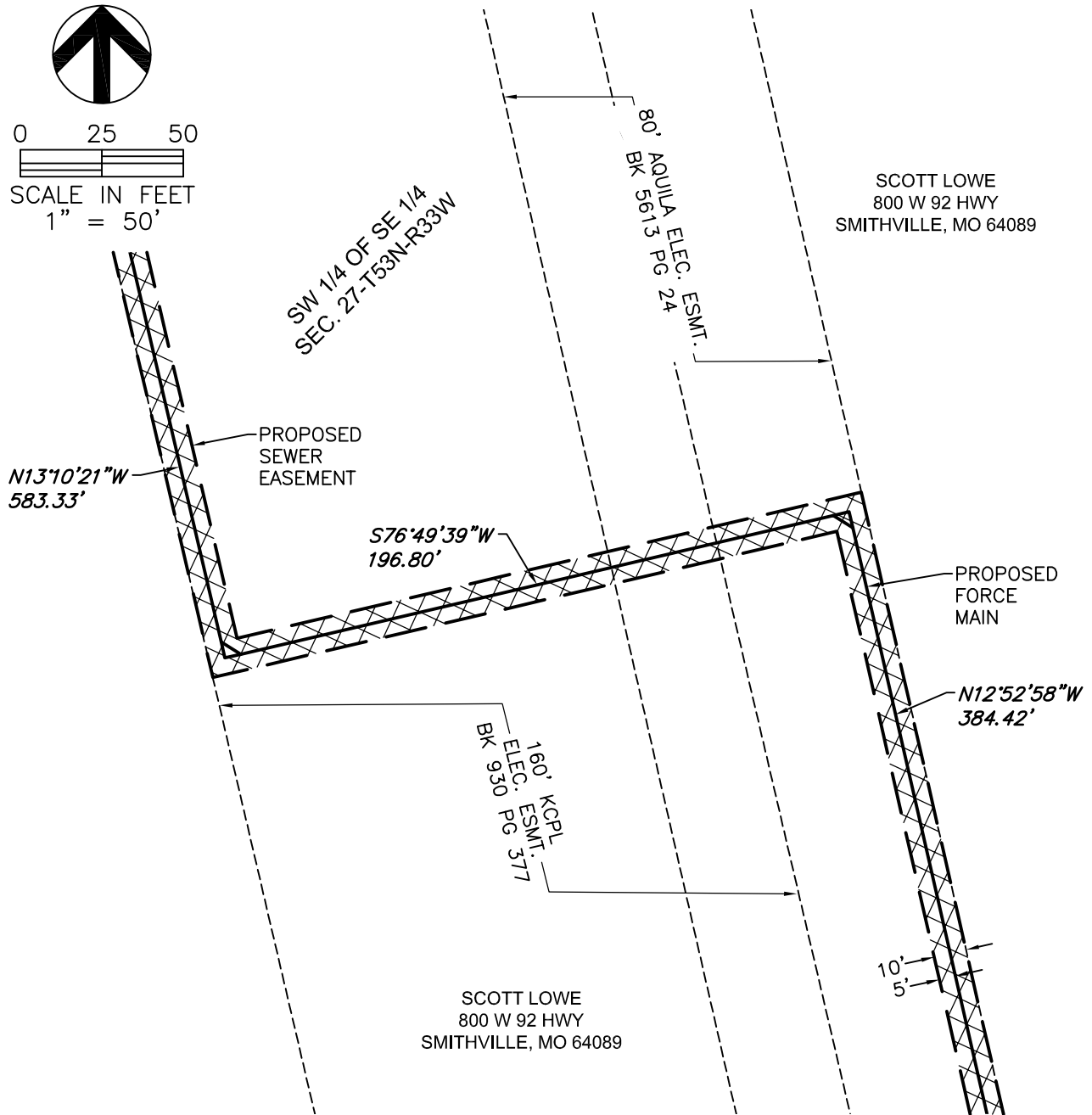


107 WEST MAIN ST
SMITHVILLE, MO 64089

13
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'



LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
AREA: 20,603 SQUARE FEET



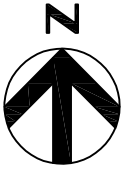
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

EXHIBIT "A" EVERGY EASEMENT ENCUMBRANCE



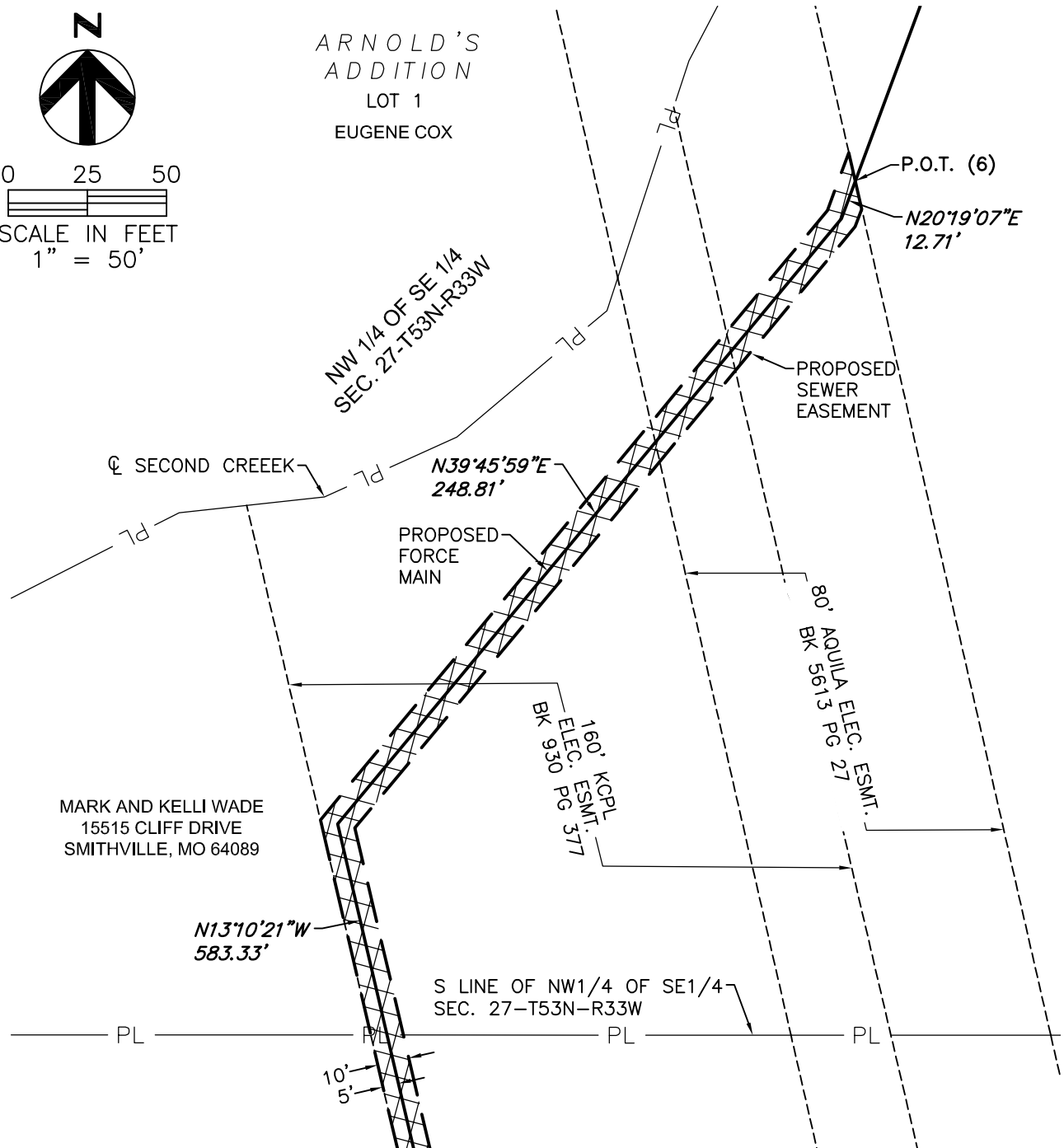
107 WEST MAIN ST
SMITHVILLE, MO 64089

14
OF
15
TBS
JRY



0 25 50
SCALE IN FEET
1" = 50'

ARNOLD'S
ADDITION
LOT 1
EUGENE COX



LEGEND

EVERGY EASEMENT ENCUMBRANCE (6) 
AREA: 20,603 SQUARE FEET



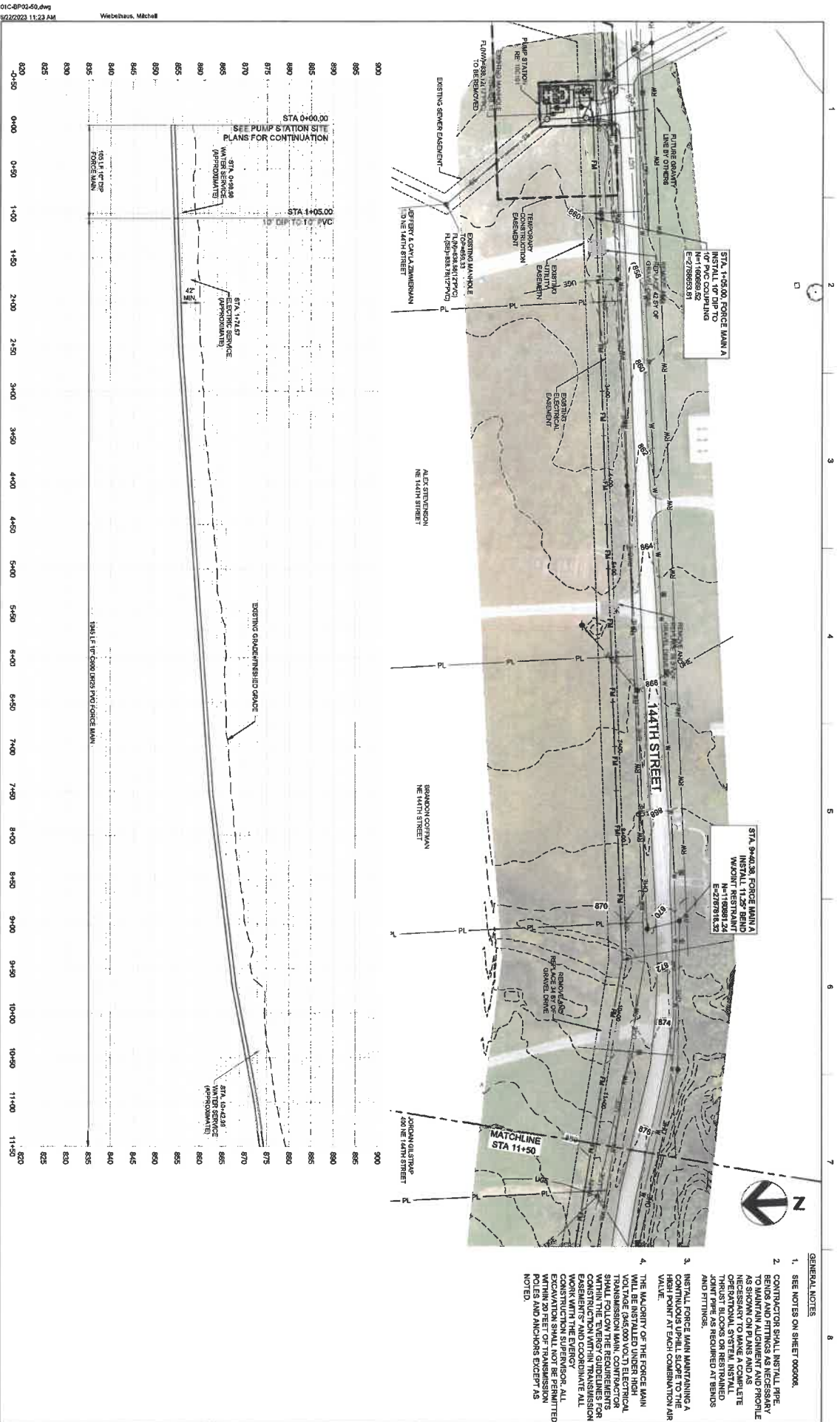
HDR ENGINEERING, INC.
10450 HOLMES ROAD, SUITE 600,
KANSAS CITY, MO 64131 - PH:816-360-2700
MO. CERTIFICATE OF AUTHORITY NO. #00856

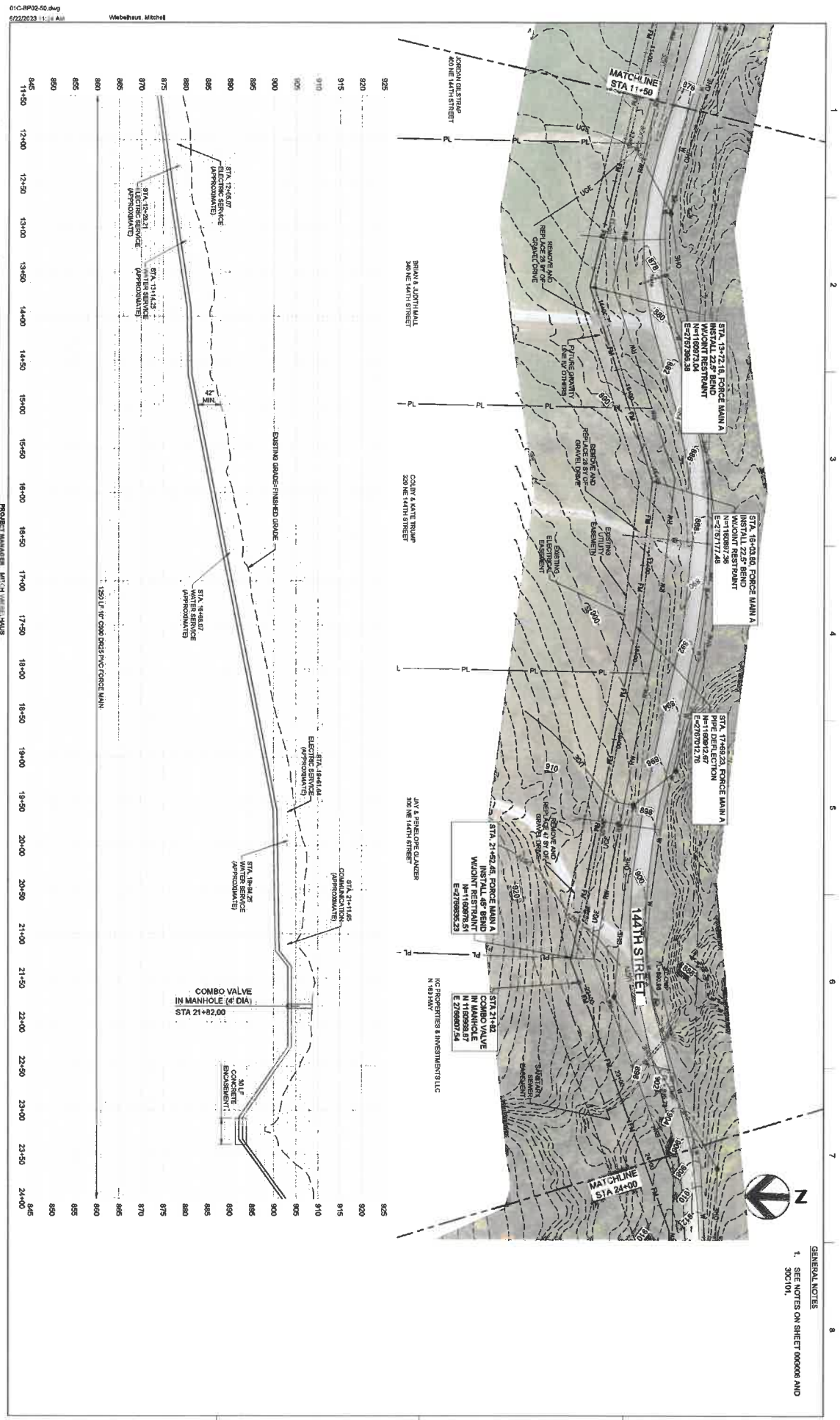
EXHIBIT "A"
EVERGY EASEMENT ENCUMBRANCE



107 WEST MAIN ST
SMITHVILLE, MO 64089

15
OF
15
TBS
JRY





GENERAL NOTES
1. SEE NOTES ON SHEET 000006 AND 30C100.

H2R
HOBAS CONSTRUCTION
10400 HOLMES ROAD, SUITE 600
MILWAUKEE, WI 53226

ISSUE	DATE	DESCRIPTION
0		

PROJECT MANAGER: JEFFREY J. WILSON
DESIGNER: K. WILSON
ELECTRICIAN: C. DUDY
ELECTRICIAN: C. DUDY

PROJECT NUMBER: 10032096

CITY OF SMITHVILLE, MISSOURI
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

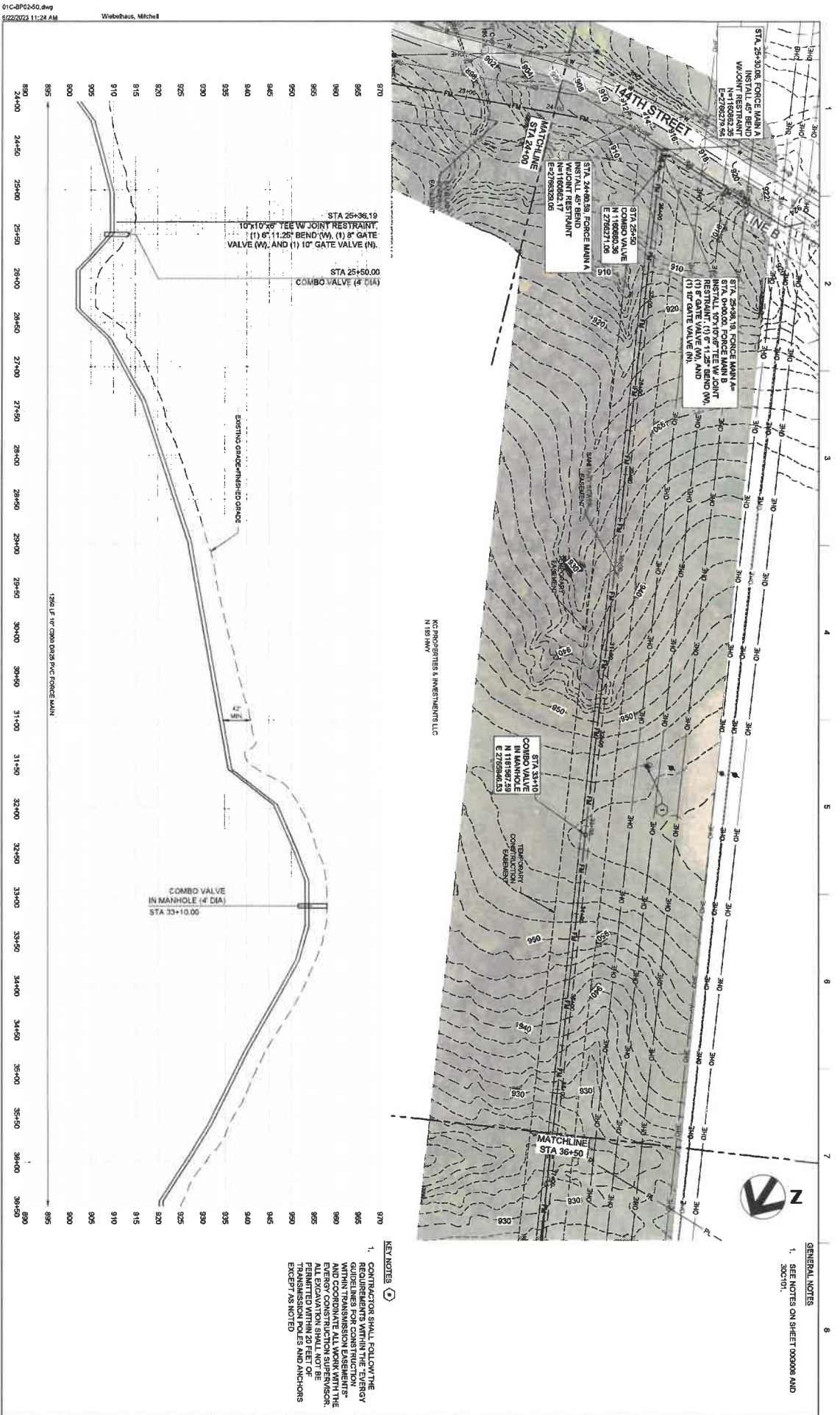
OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

SCALE: 1" = 50' V. 1" = 10'

SHEET: 30C102

Exhibit C

Page 3 of 11



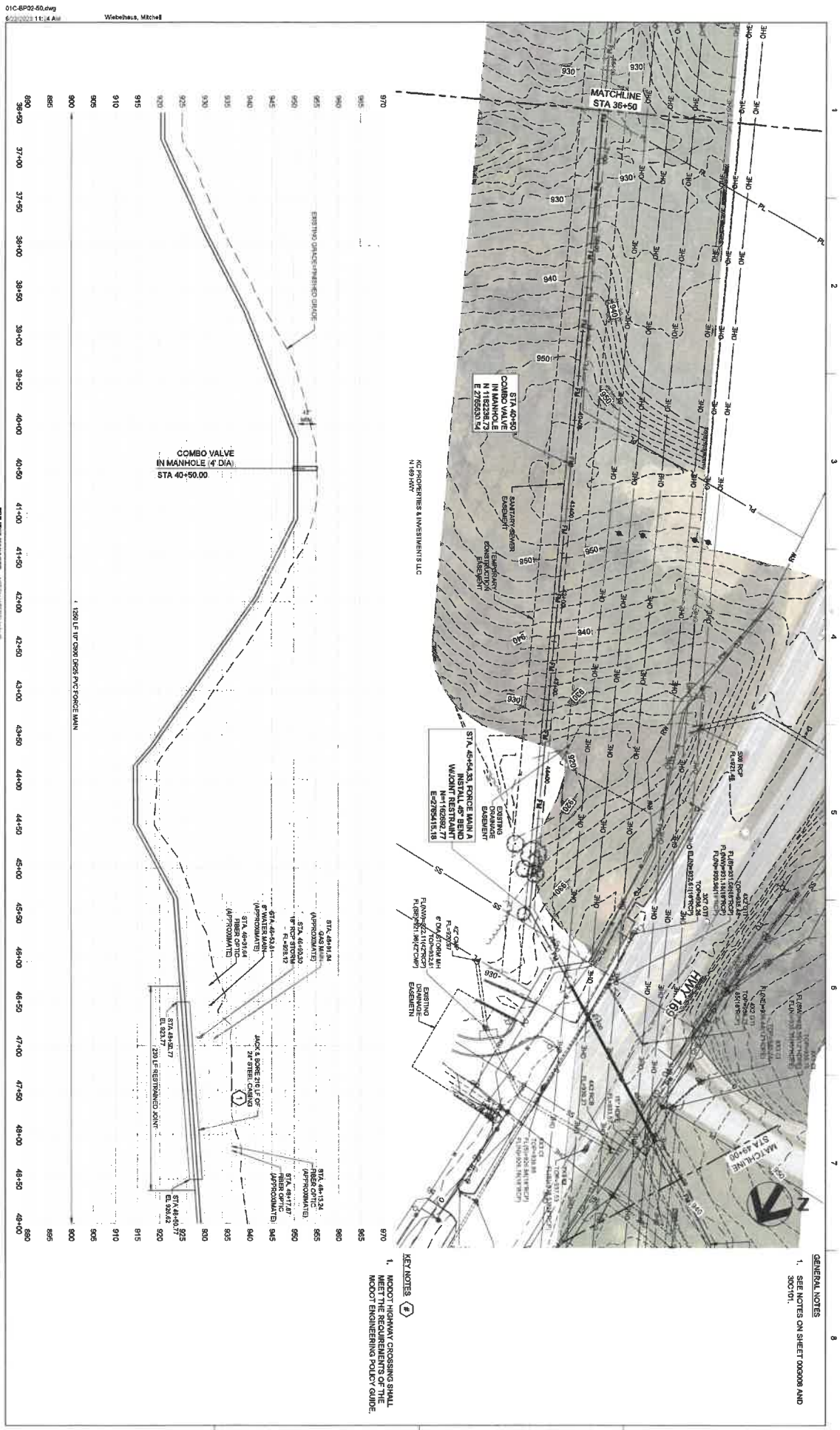
NOT FOR CONSTRUCTION
AUTHORITY & DESIGN
1000 HOLLIS ROAD, SUITE 300
ST. LOUIS, MO 63103
(314) 381-0300


DATE	DESCRIPTION
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CITY OF SMITHVILLE
14TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

30C103





10550 HO LANE ROAD, SUITE 600
IRVING, TEXAS 75039-2500
972-992-5200

ISSUE	DATE	DESCRIPTION
6		

PROJECT NUMBER: 1032206

PROJECT MANAGER: N. WISBEKAUS

PROCESS: K. NEWPORT

STRUCTURAL: D. WISBEKAUS

ELECTRICAL: C. DUDY

MECHANICAL: C. DUDY

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

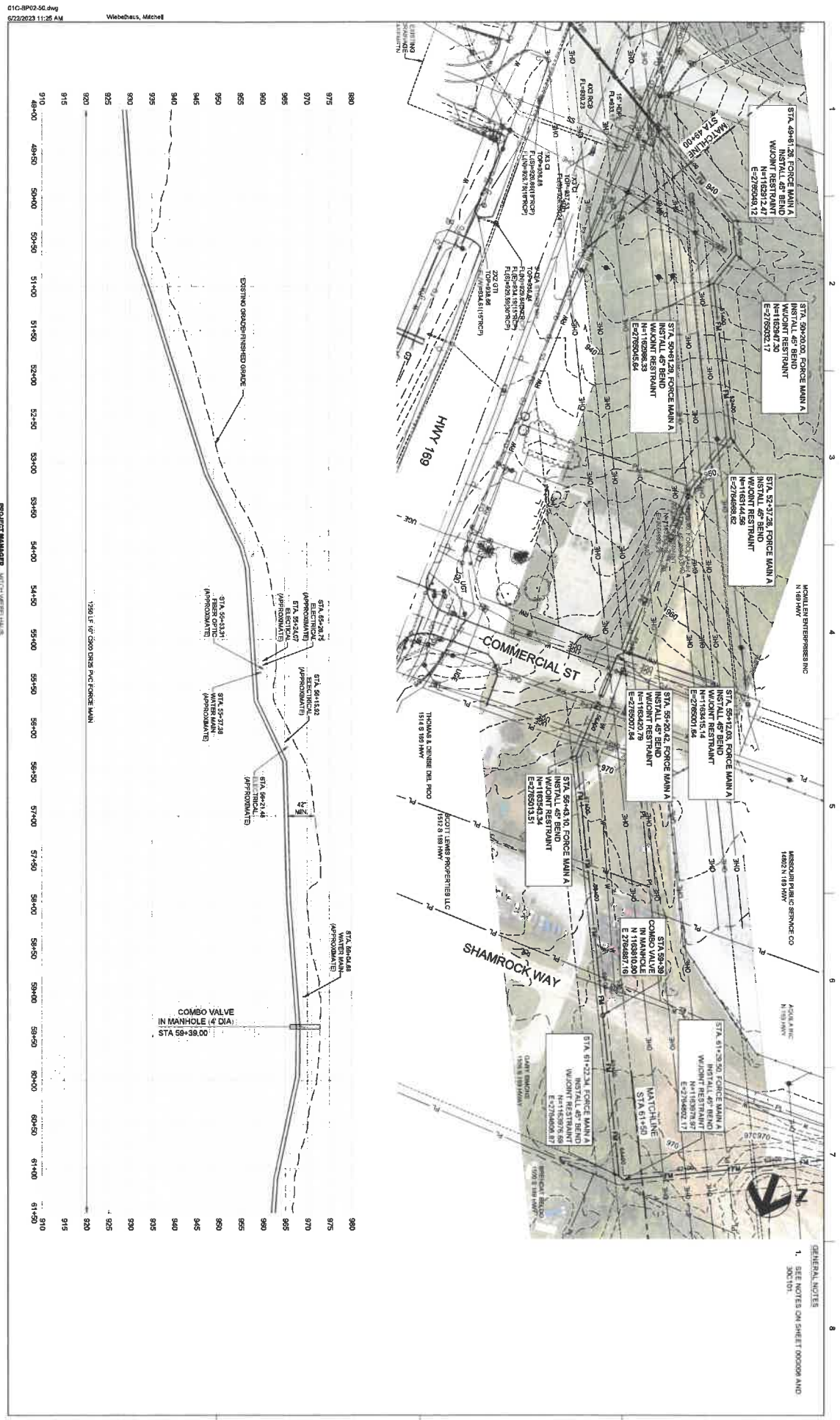
SCALE: H.T. = 1" = 40' V.T. = 1" = 10'

SHEET: 30C104

GENERAL NOTES
1. SEE NOTES ON SHEET 00008 AND 30C101.

KEY NOTES

1. MODOT HIGHWAY CROSSING SHALL MEET THE REQUIREMENTS OF THE MODOT ENGINEERING POLICY GUIDE.



01C-BP02-56.dwg
6/22/2023 11:25 AM

Wiebehaus, Michael

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E=2710504.12

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PROJECT MANAGER: MICHAEL WIEBEHAUS
ENGINEER: MICHAEL WIEBEHAUS
CHECKER: MICHAEL WIEBEHAUS
DATE: 6/22/2023

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OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

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144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

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SCALE: H.T. = 50' V.T. = 10'

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30C105

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Page 6 of 11



OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

0 1' Z

FILENAME: 01C-39C350.dwg

SCALE: H: 1" = 50' V: 1" = 10'

SHEET

30C100

Page 7 of 11



OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

0 1' 2'

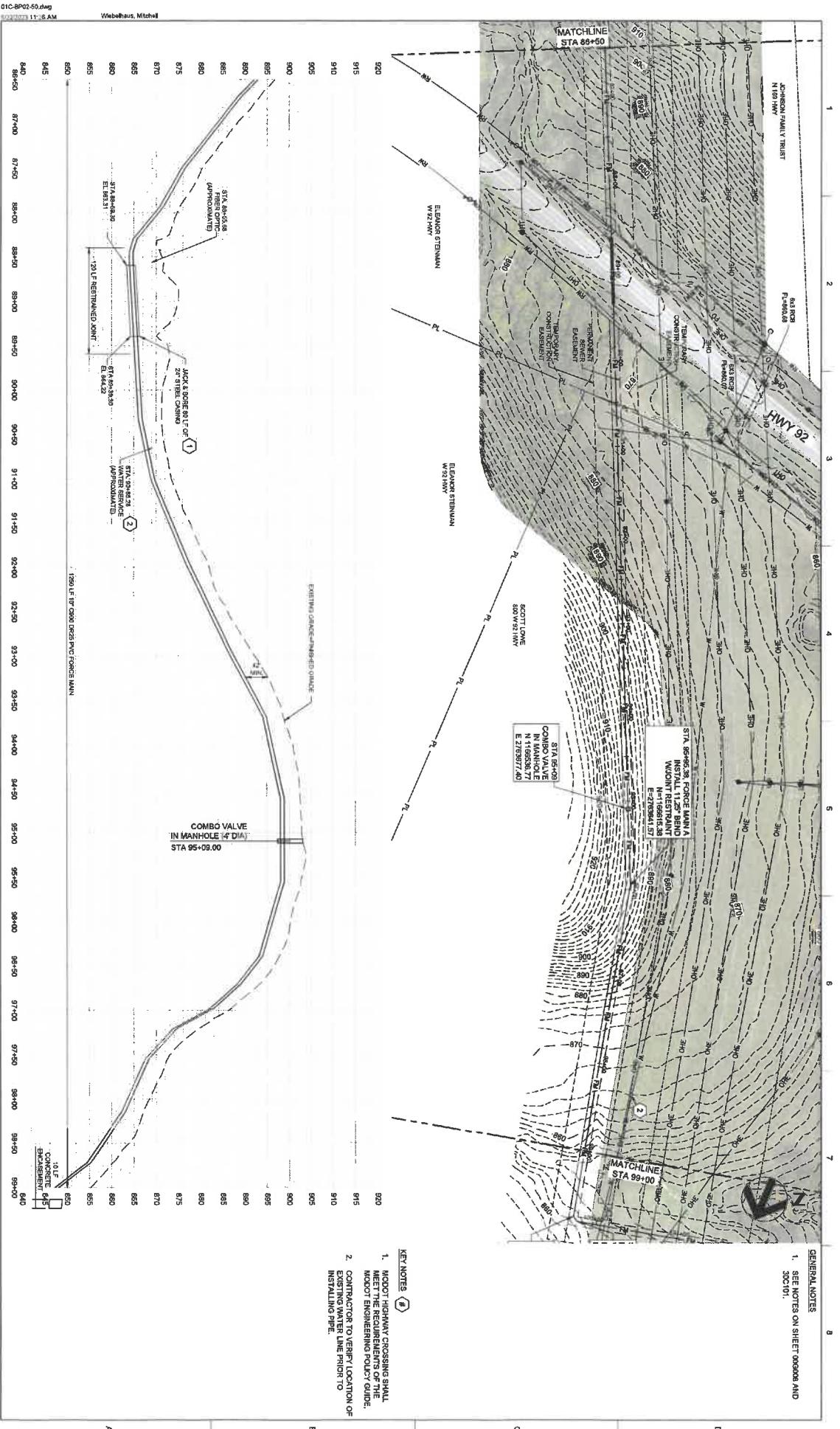
PLAN VIEW

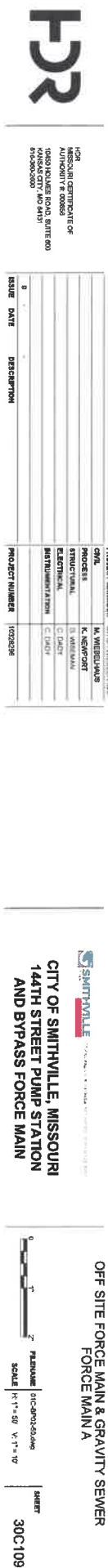
0"=10'-0" (AS SHOWN)

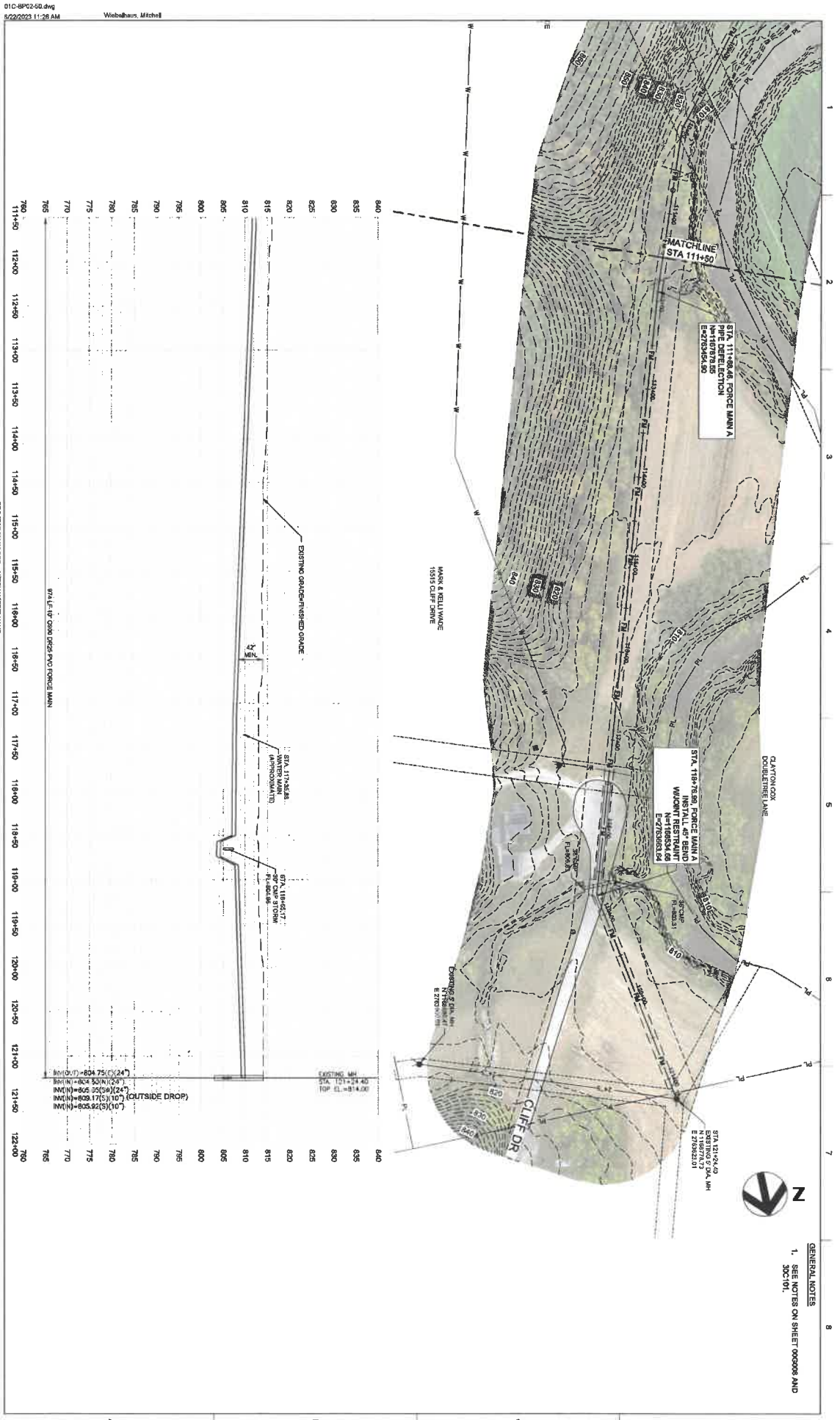
SCALE H: 1"=50' V: 1"=10'

SHEET

30C107







GENERAL NOTES
1. SEE NOTES ON SHEET 000006 AND 30C101.

NON-CONSULTANT CERTIFICATE OF AUTHORITY # 000065
10550 INDIANA ROAD, SUITE 600
ST. LOUIS, MO 63143
816.985.5000

ISSUE	DATE	DESCRIPTION
0		

PROJECT NUMBER: 1032395

CITY OF SMITHVILLE, MISSOURI
14TH STREET PUMP STATION AND BYPASS FORCE MAIN

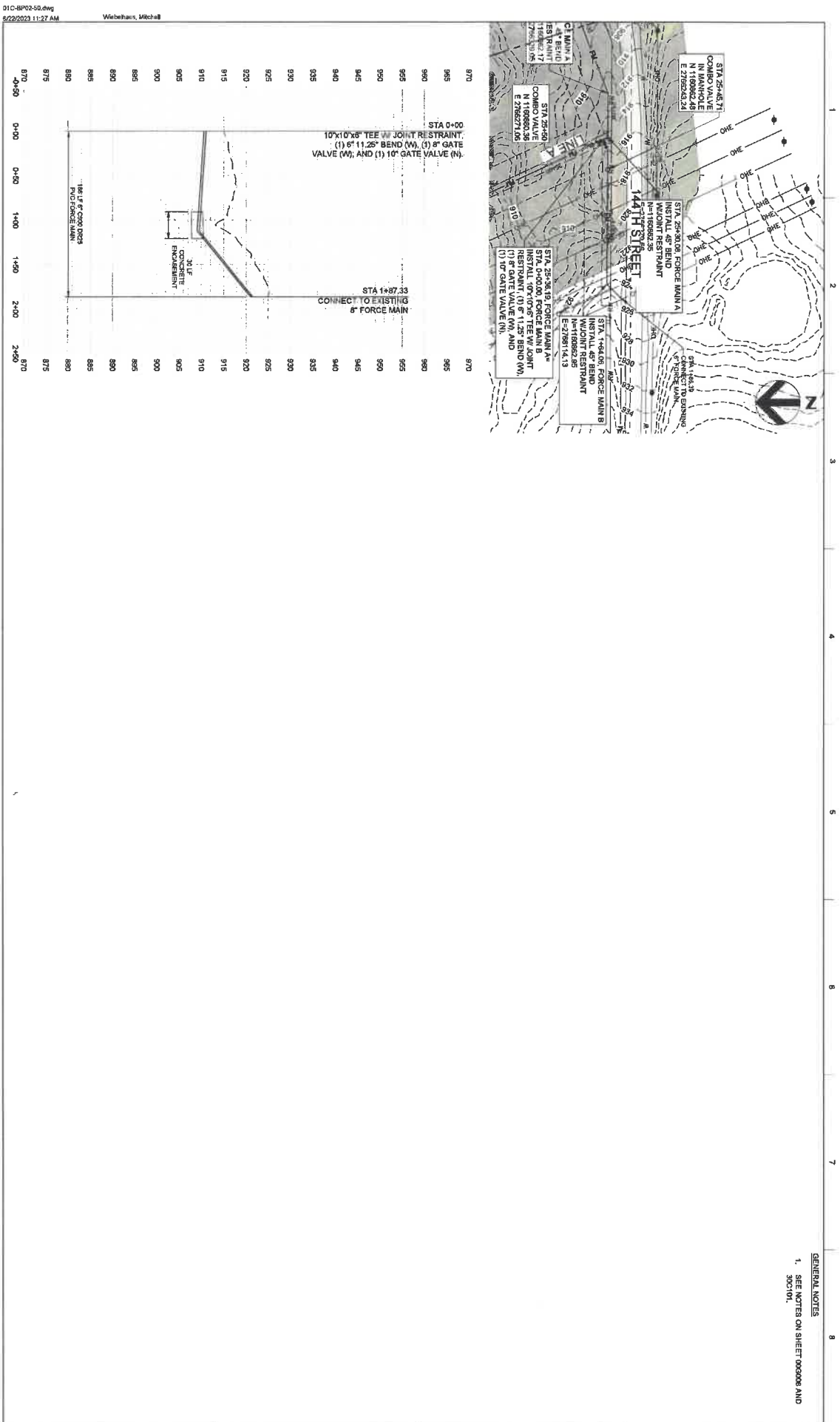
OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN A

SCALE: 1"=50' V.T.=10'

SHEET: 30C110

Exhibit C

Page 11 of 11



ISSUE	DATE	DESCRIPTION
0		

PROJECT MANAGER	MITCHELL J. JAMES
PROCESS	1. DESIGN
STRUCTURAL	D. WISEMAN
ELECTRICAL	C. DUDY
MECHANICAL	C. DUDY
PROJECT NUMBER	10702026

CITY OF SMITHVILLE, MISSOURI
144TH STREET PUMP STATION
AND BYPASS FORCE MAIN

OFF SITE FORCE MAIN & GRAVITY SEWER
FORCE MAIN B

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PLAN SCALE 1"=50' V. 1"=10'

SHEET
30C201



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1246, authorizing the expenditure of funds from the Combined Water and Wastewater System Fund for the purchase of electronic radio transmitters from Kansas City Winnelson Co in the amount of \$12,538.80

REQUESTED BOARD ACTION:

A motion to approve Resolution 1246, authorizing the expenditure of \$12,538.80 for the purchase of utility meters.

SUMMARY:

As the board is aware, the City has been experiencing delays in receiving the parts needed to set up new water services, causing contractors to wait for several weeks. In order to prevent this issue from occurring again the City ordered a number of meters, meter setters, pits and ERTS. These parts were ordered last December 2022 and we have just now received them.

PREVIOUS ACTION: Res 1166 – authorizing purchase of water meters
Res 1185 – authorizing purchase of meter setters

POLICY ISSUE:

Water Meter and Tapping Service

FINANCIAL CONSIDERATIONS:

The 2023 CWWS fund has sufficient budget for this expense.

ATTACHMENTS:

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

RESOLUTION 1246

A RESOLUTION ACKNOWLEDGING AND APPROVING THE EXPENDITURE OF FUNDS FROM THE COMBINED WATER AND WASTEWATER FUND FOR THE PURCHASE OF ELECTRONIC RADIO TRANSMITTERS

WHEREAS, The City has been experiencing delays in receiving parts needed to set up new water services; and

WHEREAS, in an effort to avoid delays, the city has been proactive in anticipating potential needs and placed an order for 172 electronic radio transmitters (ERTS); and

WHEREAS, the City has received the ERTS; and

WHEREAS, the total cost of the ERTS is \$12,538.80.

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

THAT the Board acknowledges and approves the expenditure of funds from the Combined Water and Wastewater Fund for the purchase of electronic radio transmitters in the amount of \$12,538.80 from Kansas City Winnelson Company.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Remit To:

KANSAS CITY WINNELSON CO.
PO BOX 3359
KANSAS CITY, KS 66103-3359

Page	Date Printed	Invoice No.
1	3/25/23	023530 00

To Reorder Contact Us At

Phone No. : (913) 262-6868

Fax No .. : (913) 262-6843

DB# 18

Sold To:

CITY OF SMITHVILLE
1 HELVY PARK DR
SMITHVILLE, MO 64089-8376

Ship To:

CITY OF SMITHVILLE
16401 LOWMAN ROAD
SMITHVILLE, MO 64089

Customer Number 00240-002862	Customer Purchase Order DAVID	Job Name 2022 AMR BUDGET
Placed By DAVID	Salesman 070-JOHN CROSS	Type Shipment Stock
	Ship VIA	Date Shipped 3/25/23

***** THANK YOU FOR YOUR BUSINESS *****

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
172	EA	MWS-NODES-1P-05 W/NICOR CONN	0	B	.0000		.00	.00	N
172	EA	GWESG3NO-420 5/8 420 SG MEB REG W/5'NICOR CONN	172		72.9000		.00	12,538.80	N

KANSAS CITY WINNELSON COMPANY--LOCALLY OWNED AND OPERATEDTHANK YOU

****OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT
ALL PAYMENTS TO: PO BOX 3359 Kansas City, KS 66103****

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.

NET 30 DAYS

Pay full balance by 4/24/23

Tax Area ID: MO - 260473351	Net Sales	12,538.80
State Tax % .000	Freight	.00
Local Tax % .000	State Tax	.00
	Local Tax	.00
	Invoice Amount	12,538.80

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (913) 262-6868.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at

www.winsupplyinc.com/tcsale.

INVOICE# 023530 00 | Labor Invoice



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Development

AGENDA ITEM: Resolution 1247, Final Plat First Park 3rd Plat

REQUESTED BOARD ACTION:

A motion to approve Resolution 1247, approving a final plat for First Park 3rd Plat.

SUMMARY:

The final plat would create two new lots from the existing unplatted area in the First Park subdivision land.

This land was originally included in a Preliminary Plat that was approved in 2019. During final negotiations with a purchaser, the developer needed to adjust the location of Industrial Dr. and change lot sizes. These changes required that either the Preliminary Plat be amended, or a Single-Phase Final Plat be submitted that accounted for the changes from the original plat. The applicant requested consideration of a single-phase final plat at the July 11, 2023 Planning and Zoning Commission meeting. The plat would divide the land into two industrial lots split by the southern extension of Industrial Dr. to the south property line. Following a public hearing, the Planning Commission moved to approve the application for a Single-Phase Final Plat to create these new lots.

PREVIOUS ACTION:

none

POLICY ISSUE:

The plat complies with the Comprehensive Plan.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Planning Commission meeting may be viewed online. | |

RESOLUTION 1247

**A RESOLUTION APPROVING A FINAL PLAT FOR
FIRST PARK 3RD PLAT**

WHEREAS the applicant submitted a single-phase final plat application for approval to be heard by the Planning Commission on July 11, 2023; and

WHEREAS, the items were advertised in the Courier Tribune newspaper beginning on June 22, 2023, and notices were sent to adjoining landowners on June 22, 2023; and

WHEREAS the Planning Commission held a public hearing and then recommended approval of the proposed Final Plat; and

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

**THAT THE FINAL PLAT OF FIRST PARK 3RD PLAT SUBDIVISION IS
HEREBY APPROVED.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



July 7, 2023

Single Phase Final Plat for Clay County Parcel Id # 5-816-00-05-005.00

Application for a Plat Approval – First Park 3rd Plat Final Plat– 2 lots

Code Sections:

425.285.A.4

Single Phase Final Plat Approval

Property Information:

Address:

14820 N. Industrial Dr.

Owner:

William T Mann Trust

Current Zoning:

I-1

Public Notice Dates:

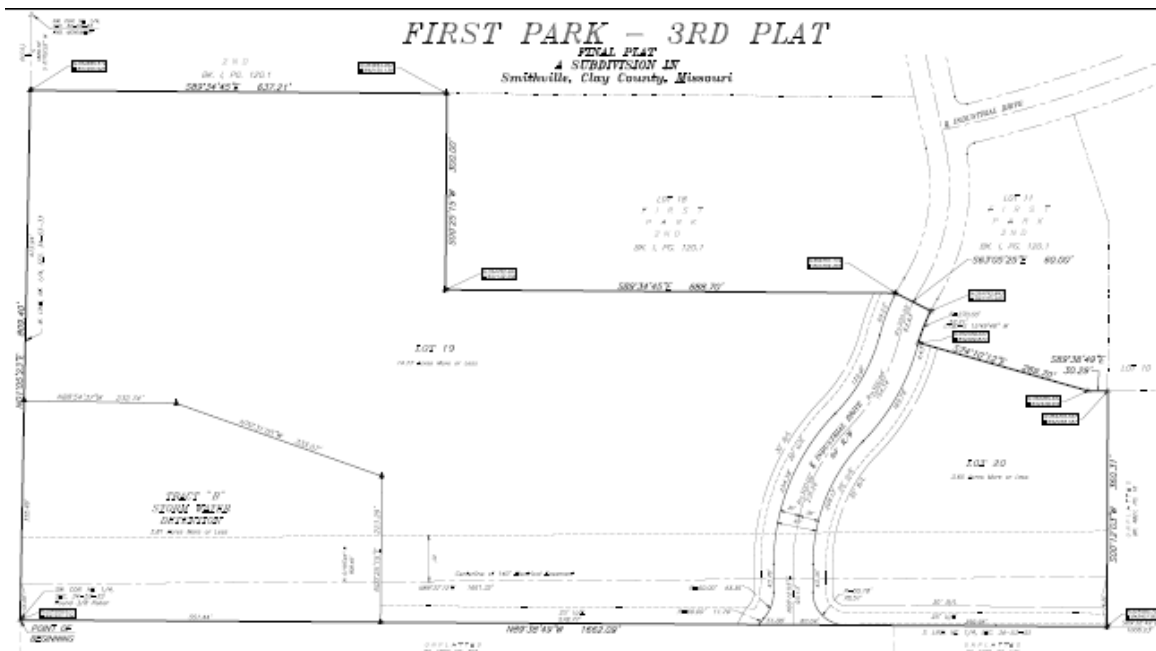
1st Publication in Newspaper: June 22, 2023

Letters to Property Owners w/in 185': June 22, 2023

GENERAL DESCRIPTION:

The property is the southern portion of First Park industrial subdivision located west of 169 Highway at Park Dr. The application seeks to develop the final two lots the development, but with different sizes and road locations than as contained in the existing, approved Preliminary Plat for the development. The single-phase Final Plat procedure will allow modifications of the preliminary plat layout at the same time as Final Plat because there is no future land in the current preliminary plat that would require a separate modification hearing.

The proposed subdivision would extend Industrial Dr. south to the property line where, in the future, 148th St. (currently Commercial) will be constructed on the property to the south and create two different lots on either side of the extended street. All utilities, including waterline and sewer line extensions will be required of the developer at its' sole cost and expense.



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

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

- a. The plat conforms to these regulations and the applicable provisions of the Zoning Ordinance and other land use regulations. ***Yes, the layout complies with zoning and subdivision requirements.***
- b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan. ***The Development pattern is similar to the existing, approved Preliminary Plat for the development with minor modifications to the lot size and street locations.***
- c. The development shall be laid out in such a way as to result in:
 - (1) Good natural surface drainage to a storm sewer or a natural watercourse. ***The property naturally drains to the west and the project includes a storm detention area in this spot.***
 - (2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth. ***Again, grading of the development is limited to level the areas in the lots but there isn't any good vegetation in these areas that needs to be saved.***
 - (3) A good grade relationship with the abutting streets, preferably somewhat above the street. ***Each lot will have access to Industrial, and the land slopes down to the streets.***
 - (4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access, and privacy. ***Yes.***
 - (5) Adequate lot depth for outdoor living space. ***N/A.***

(6) Generally regular lot shapes, avoiding acute angles. **Yes.**

(7) Adequate building lots that avoid excessive grading, footings, or foundation walls. **Yes.**

d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles. **Yes.**

e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles. ***The proposed street extension is slightly different than in the previously approved preliminary plat in order to accommodate a large lot size for lot 20.***

f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries. ***Yes, the land is currently served by all utilities previously constructed by the applicant in other phases.***

g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount of off-site stormwater runoff before development. ***The proposed development meets this standard.***

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

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

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

k. The applicant agrees to dedicate land, right-of-way, and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein. ***Yes, the plat includes the required dedications.***

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

m. The applicant agrees to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans. **The development needs no current additional improvements except those on the plat itself.**

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Final Plat based upon adherence to the conditions contained in this report.



Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Development

AGENDA ITEM: Resolution 1248, Site Plan Approval – 14506 North 169 Highway

REQUESTED BOARD ACTION:

A motion to approve Resolution 1248, authorizing site plan approval for construction of eight new storage buildings at 14506 North 169 Highway.

SUMMARY:

The applicant submitted a site plan application for construction of eight new storage buildings at its existing facility at 14506 North 169 Highway. This represents the final phase of construction for this project. Given that the location of the new buildings will be at the extreme west edge of the lot and not likely even visible from any public roads, the applicants request to construct matching buildings to the 22 current buildings is appropriate. The applicant submitted a stormwater study and design that has been reviewed and approved by the City's engineers. The applicant will also install one small tree and several shrubs in front of the current facility to improve the aesthetics of the public facing area on 169 Highway.

After review at the July 11, 2023, Planning Commission meeting, the Commission recommended approval of the site plan as amended.

PREVIOUS ACTION:

None

POLICY ISSUE:

Complies with Codes

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

- | | |
|---|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input type="checkbox"/> Other: Planning Commission meeting may be viewed online. | |

RESOLUTION 1248

A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR CONSTRUCTION OF EIGHT NEW STORAGE BUILDINGS AT 14506 NORTH 169 HIGHWAY

WHEREAS, the applicant submitted plans for construction of several new mini-storage buildings to be located at the west end of their existing mini-storage facility located at 14506 North 169 Highway; and

WHEREAS, the Planning Commission reviewed the submittal concerning the layout, stormwater protections and landscaping at its' July 11, 2023; and

WHEREAS, the Planning Commission recommends approval of the site plan at 14506 North 169 Highway.

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

**THAT THE SITE PLAN APPLICATION FOR EIGHT NEW BUILDINGS AT
14506 NORTH 169 HIGHWAY IS HEREBY APPROVED.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT
July 7, 2023
Platting of Parcel Id # 05-820-00-02-010.00

Application for a Site Plan Approval

Code Sections:
400.390 – 400.440 Site Plan Approval

Property Information:

Address: 14506 N. 169 Hwy
Owner: Esser Inc
Current Zoning: B-3

Application Date: June 9, 2023

GENERAL DESCRIPTION:

The applicant seeks to extend the approved site plan for its' property further to the west. The initial Site Plan Approval occurred sometime in 1996, with a modification in 2003. The current site plan developed over several years, some of which occurred prior to the city adopting site plan review codes. The most recent expansion occurred about 13 years ago prior to the revamping of the site plan process. At that time, the pre-existing site plan anticipated numerous additional buildings. The current proposal would be to extend west, further from the only public roadway.

The specific area of development is an area that is surrounded by KCI RV storage to the north, the stormwater detention area for KCI RV to the west, and vacant ground owned by the applicant to the south. The current westerly limits of buildings on the applicant's property is barely visible from 144th St which is approximately 700' to the south. Applicant seeks to construct matching buildings to its' existing buildings, which do not completely comply with the current site

plan review code. Given the location of the buildings, particularly with the rear and north sides of the buildings adjacent to KCI RV and building looks, generally matching those existing structures, extending the existing look of metal buildings would blend better than other options. Additionally, since all buildings on the applicant's property and all the adjacent buildings on KCI RV having similar materials it makes sense to continue with this development pattern. The most significant change in our ordinances on site plan review have been associated with street facing facades and landscaping. Neither of these matters would have much impact upon the area where this development would occur. As a result, staff recommends that the applicant add landscaping/buffering planting NOT at the rear of the property where the construction is occurring, but instead adding it at the front of the property where the visual impact will be noticeable. The applicant has agreed to install some plantings just inside their fence on the northeast corner of the property where it will be most visible. This area is also not poured in concrete, so adding a small flowering tree and three or four small shrubs will suffice. It is not feasible to place planting north of the existing fence as the property line is very close to the fence and buildings, so maintaining access to mow and maintain that area is more important than additional plantings.

Section 400.410 Standard of Review

1. The extent to which the proposal conforms to these regulations.

The proposal meets the standards when the staff comments are included and addressed by the applicant with the additional landscaping in previously approved areas.

2. The extent to which the development would be compatible with the surrounding area.

There are storage buildings to the north, along with a stormwater detention basin to the west. The remaining adjacent areas are owned by the applicant and no further development is intended in those areas making them not accessible to or visible by the traveling public.

3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.

The submittal includes an improved stormwater detention area to accommodate the new developed area and not additional traffic impact is anticipated with the one entrance location.

4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.

The Comprehensive Plan calls for this area to be commercial, with industrial districts to the west and these facilities are appropriate in this area.

5. The extent to which the proposal conforms to the adopted engineering standards of the City.

The submittal includes stormwater detention that has been reviewed and approved by the city's stormwater engineer.

6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.

All driving areas inside the facility will be extended to these new buildings, and the current secured entrance is sufficient to handle all traffic.

7. The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:

- a. Preserve existing off-site views and create desirable on-site views; Yes, proposed landscaping/buffering in the original part of the development will improve the views.
- b. Conserve natural resources and amenities available on the site; There are no existing natural resources available, the property is a vacant field.
- c. Minimize any adverse flood impact; The submittal substantially increases the stormwater detention basin.
- d. Ensure that proposed structures are located on suitable soils; Yes.
- e. Minimize any adverse environmental impact; Yes, and
- f. Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site. No utilities are needed to be extended other than limited electric.

STAFF RECOMMENDATION:

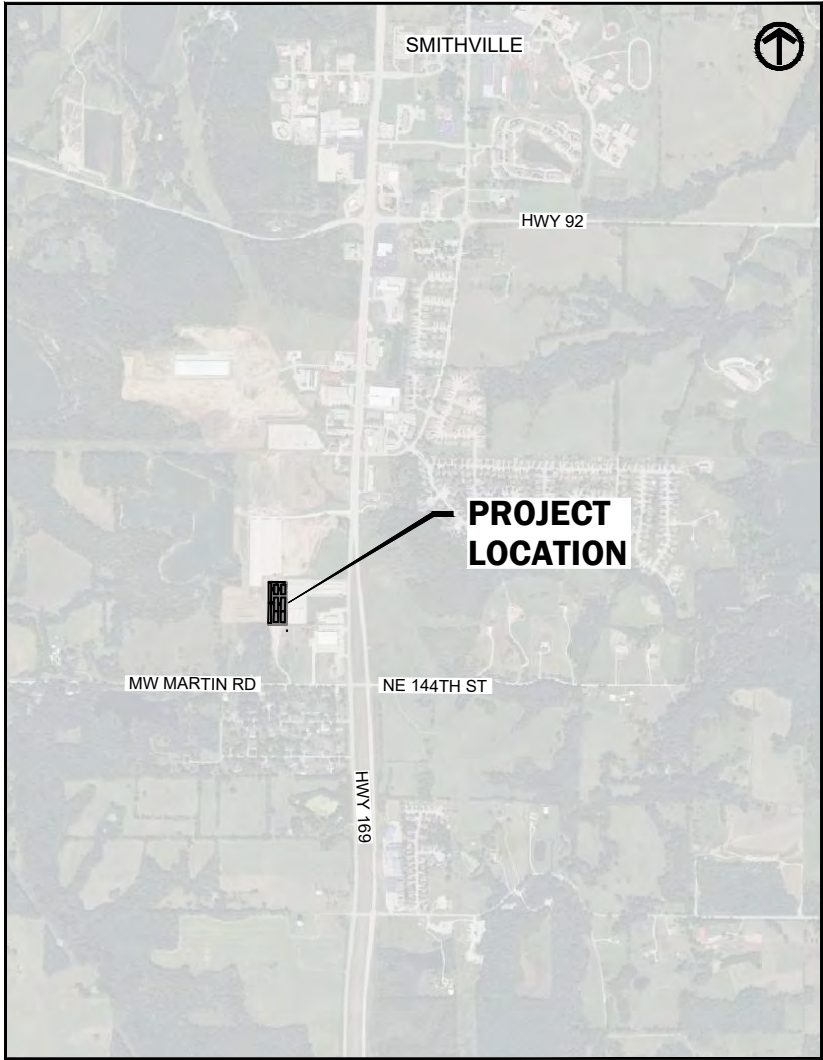
Staff recommends APPROVAL of the proposed Site Plan with the addition of the landscaping on the 169 side of the overall development as identified in this staff report.

Respectfully Submitted,

Director of Development

PLANS FOR SMITHVILLE SELF STORAGE JAMES ESSER

SCALES: As Noted



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS	
NO.	DRAWNG TITLE
G001	COVER
G002	GENERAL NOTES
CS100	OVERALL SITE PLAN
CS500	WALL DETAILS
CU200	STORM DRAIN PROFILES
SUPPLEMENTAL PLANS	
NO.	DRAWNG TITLE
16 SHEETS	TRACHTE BUILDING SYSTEMS, INC.



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	JWD
		CHECKED	SM
		APPROVED	SM
		DATE	01-12-2023
		ISSUED FOR	CONSTRUCTION



SMITHVILLE SELF STORAGE JAMES ESSER
1201 West College - Suite 100 • Liberty, Missouri 64068 816-781-6182 • 816-781-0643(FAX) • 855-241-8011(WATS)

COVER

DWG. NO.
G001
PROJECT 48229

PLOTTED: Monday, April 10, 2023 11:54:30 AM

X-REFS: FILE PATH: Z:\DEPROJ\SMITHVILLE\48229 SMITHVILLE STORAGE SITE\SHEETS\48229G002

GENERAL LEGEND

	SURVEY LINE & STATION INDICATOR		CULVERT; SIZE AND TYPE
	CONCRETE SURFACE		FLARED END SECTION
	ASPHALT SURFACE		RAILROAD
	CONCRETE W/ASPHALT OVERLAY		MAILBOX
	LOW GRADE ASPHALT SURFACE		FENCE (MISC.)
	GRANULAR SURFACE		SECURITY FENCE
	DIRT SURFACE		WOOD FENCE
	BRICK SURFACE		SILT FENCE
	SURFACING REMOVAL/REPLACEMENT		CHAIN LINK FENCE
	EARTH SECTION		PROPERTY LINE
	NEW SEWER/MANHOLE		PROPERTY PIN
	NEW SEWER/INTAKE		SECTION CORNER
	NEW WATER MAIN		PLAT BOUNDARY
	NEW FORCE MAIN		BUILDING
	NEW HYDRANT		ELEVATION MARKER
	NEW WATER VALVE		CENTERLINE
	EXISTING SANITARY SEWER AND SIZE		DIA.
	EXISTING STORM SEWER AND SIZE		ELEV.
	EXISTING WATER MAIN AND SIZE		PVC
	EXISTING FORCE MAIN AND SIZE		CAST IRON PIPE
	GAS MAIN AND SIZE		DUCTILE IRON PIPE
	UNDERGROUND POWER LINE		CORRUGATED METAL PIPE
	OVERHEAD POWER LINE		VITRIFIED CLAY PIPE
	UNDERGROUND TELEPHONE LINE		REINFORCED CONCRETE PIPE
	CABLE TELEVISION LINE		REINFORCED CONCRETE ARCH PIPE
	FIBER OPTICS		LINED REINFORCED CONCRETE PIPE
	TOP OF EMBANKMENT		LINED CONCRETE PRESSURE PIPE
	TOE OF EMBANKMENT		STATION
	DRAINAGE COURSE		LINE AHEAD
	SANITARY MANHOLE		LINE BACK
	STORM WATER MANHOLE		BENCH MARK AND NUMBER
	ELECTRIC MANHOLE		RIGHT-OF-WAY
	TELEPHONE MANHOLE		POINT OF INTERSECTION
	WATER MANHOLE		POINT ON TANGENT
	CURB INTAKE		LINEAR FEET
	AREA OR BEEHIVE INTAKE		TACKED HUB
	EXISTING HYDRANT		SOIL BORING AND NUMBER
	EXISTING WATER VALVE		POINT OF VERTICAL CURVATURE
	GAS VALVE		POINT OF VERTICAL TANGENCY
	UTILITY POLE		VERTICAL CURVE
	GUY ANCHOR		POINT OF CURVATURE
	STREET LIGHT		POINT OF TANGENCY
	SIGN		MIDDLE ORDINATE
	TELEPHONE CABLE JUNCTION BOX		DRAWING
	TRAFFIC SIGNALS		CONTROL POINT AND NUMBER
	PEDESTRIAN CONTROL LIGHT		TYPICAL
	RAILROAD CONTROL LIGHT		HIGH PRESSURE GAS
	RAILROAD SIGN		INTERMEDIATE PRESSURE GAS
	UTILITY ACCESS COVER		INVERT
	PARKING METER		EACH WAY, EACH FACE
	TREE		EACH WAY
	EVERGREEN		AT
	STUMP		DRAWING NUMBER
	BUSH, SHRUB OR HEDGE		

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.

ESTIMATED QUANTITIES

Item	Description	Quantity	Unit
1	Clearing and Grubbing	1	L.S.
2	Earthwork	1	L.S.
3	6" Aggregate Subbase	4,954	S.Y.
4	6" PCC Pavement	4,954	S.Y.
5	Storm Sewer, 12" HDPE	768	L.F.
6	Storm Sewer, 18" HDPE	85	L.F.
7	Slotted Drain, 12" HDPE	80	L.F.
8	Retaining Wall	1	L.S.
9	Riprap (Light Stone)	15	C.Y.
10	Erosion Control	1	L.S.
11	Seeding & Mulching	1	L.S.

CONTROL POINTS:

PT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	1161415.944	2763991.788	857.83	cp 1/2 ir
101	1161915.433	2763999.952	868.65	cp 1/2 ycir in conc
102	1161914.067	2764219.884	852.8	cp 1/2 ir
103	1161413.913	2764226.842	853.25	cp 1/2 ycir
104	1161412.269	2764442.762	853.3	cp 1/2 ycir

GENERAL NOTES:

- THE CITY OF SMITHVILLE PLAN REVIEW IS ONLY FOR THE GENERAL CONFORMANCE WITH CITY OF SMITHVILLE DESIGN CRITERIA AND THE CITY CODE. THE CITY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, OR DIMENSIONS AND ELEVATIONS WHICH SHALL BE CONFIRMED AND CORRELATED AT THE JOB SITE. THE CITY OF SMITHVILLE THROUGH APPROVAL OF THE DOCUMENT ASSUMES NO RESPONSIBILITY OTHER THAN THAT AS STATED ABOVE FOR THE COMPLETENESS AND/OR ACCURACY OF THIS DOCUMENT.
- THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF SMITHVILLE) AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
- CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF DRAWINGS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE CITY IS NOTIFIED OF SUCH INTENT, AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND PERMIT FEES ARE RECEIVED AND APPROVED BY THE CITY.
- ALL IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE KANSAS CITY METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS EXCEPT AS SPECIFIED IN THE JOB SPECIAL PROVISIONS.
- ALL EXISTING UTILITIES INDICATED ON THE DRAWINGS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER; HOWEVER, ALL UTILITIES ACTUALLY EXISTING MAY NOT BE SHOWN. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR TO OBTAIN THE LOCATION OF SAME SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- ALL MATERIALS AND WORKMANSHIP ASSOCIATED WITH THIS PROJECT SHALL BE SUBJECT TO INSPECTION BY THE CITY OF SMITHVILLE. THE CITY OF SMITHVILLE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE KANSAS CITY METROPOLITAN CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS AND JOB SPECIAL PROVISIONS.
- RELOCATION OF ANY WATER LINE, SEWER LINE, OR SERVICE LINE THEREOF REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- ALL BACKFILL SHALL BE TAMPED AND AT THE OPTION OF THE ENGINEER TESTED BY A CERTIFIED LABORATORY. WHERE FOOTINGS WILL BEAR ON COMPACTED FILL MATERIAL, THE PLACEMENT AND TESTING OF COMPACTED FILL SHALL COMPLY WITH THE APPROPRIATE COMPACTED FILL SECTION OF THE SOILS AND FOUNDATION CHAPTER OF THE INTERNATIONAL BUILDING CODE VERSION MOST RECENTLY ADOPTED BY THE CITY OF SMITHVILLE.
- PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION OR REMOVAL.
- RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
- PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.
- SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	JWD
		CHECKED	SM
		APPROVED	SM
		DATE	01-12-2023
		ISSUED FOR	CONSTRUCTION



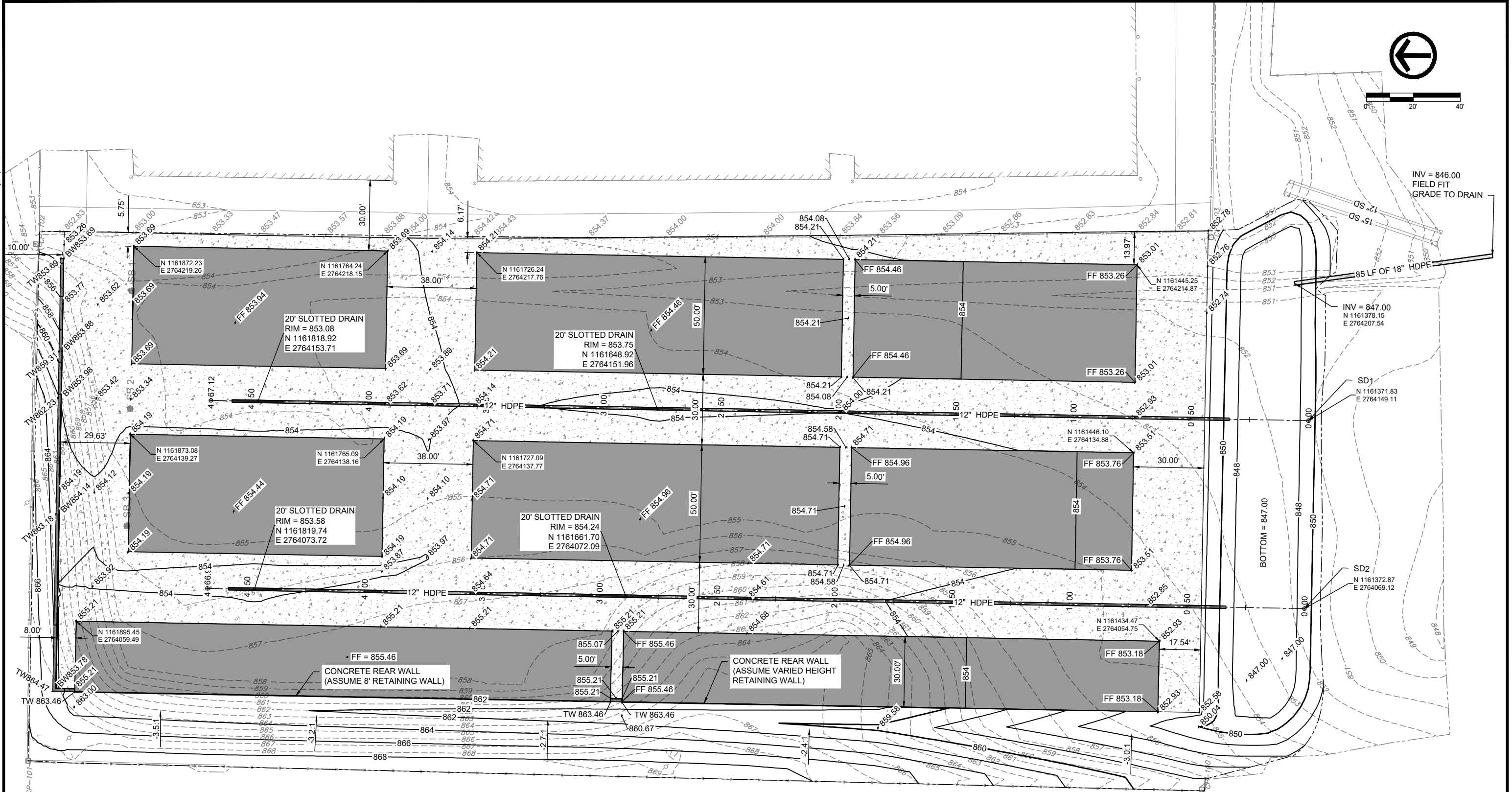
SMITHVILLE SELF STORAGE JAMES ESSER
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GENERAL NOTES

DWG. NO.
G002
PROJECT 48229

PLOTTED: Thursday, April 6, 2023 3:58:25 PM

X-REFS: 48229VP & 48229CSP3 & 48229 FG3
 FILE PATH: Z:\DEPROJ\SMITHVILLE STORAGE SITE\SHEETS\48229CS100



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	JWD
		CHECKED	SM
		APPROVED	SM
		DATE	01-12-2023
		ISSUED FOR	CONSTRUCTION



SMITHVILLE SELF STORAGE
 JAMES ESSER

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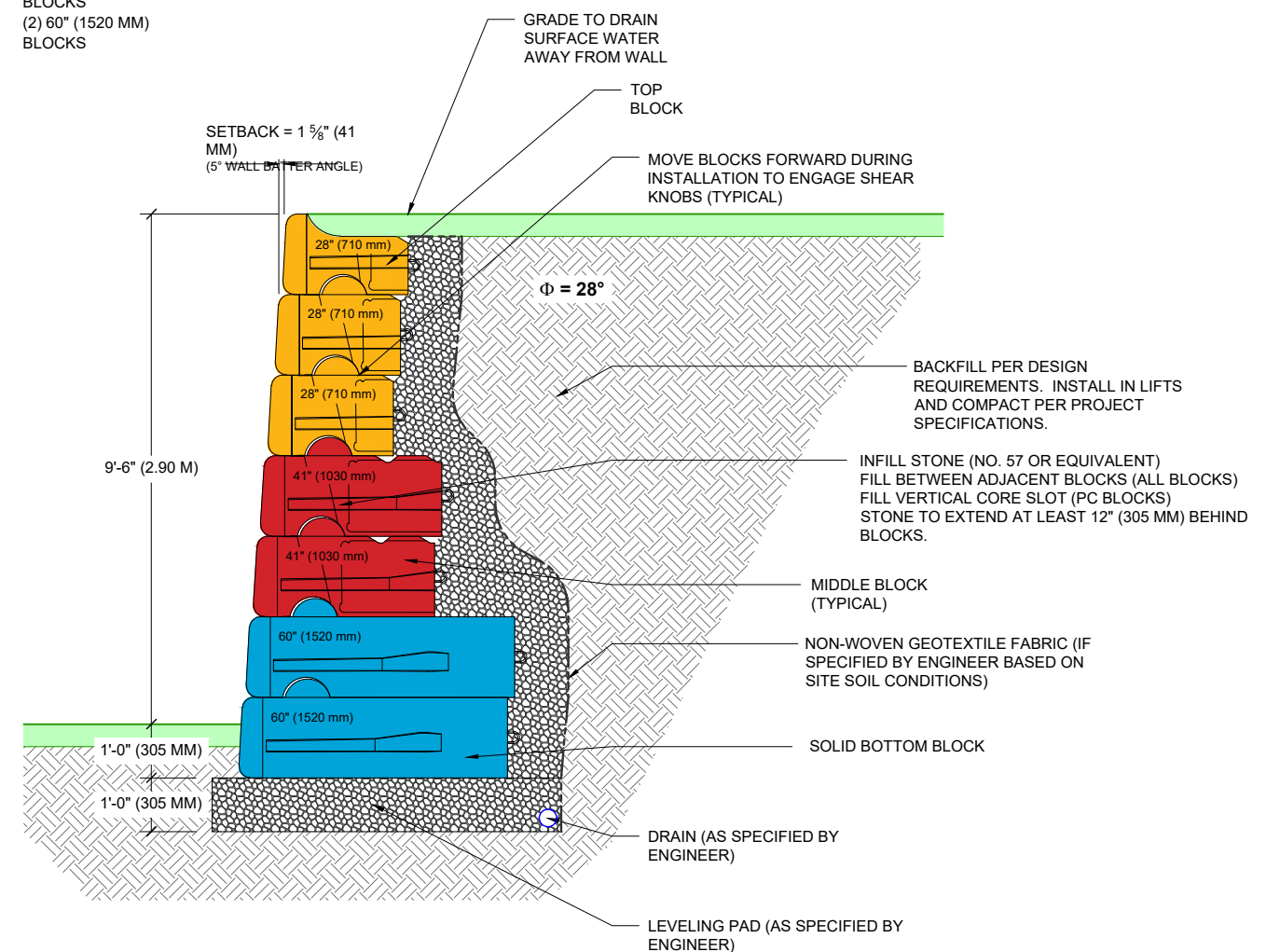
OVERALL SITE PLAN

CS100

DWG. NO.
 PROJECT

48229

(3) 28" (710 MM)
BLOCKS
(2) 41" (1030 MM)
BLOCKS
(2) 60" (1520 MM)
BLOCKS



WALL SECTION

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	JWD
		CHECKED	SM
		APPROVED	SM
		DATE	01-12-2023
		ISSUED FOR	CONSTRUCTION



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JAMES ESSER

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WALL DETAILS



WG. NO.

S500

PROJECT	48229
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Board of Aldermen Request for Action

MEETING DATE: 7/18/2023

DEPARTMENT: Development

AGENDA ITEM: Resolution 1249, Site Plan Approval – 250 East 92 Highway

REQUESTED BOARD ACTION:

A motion to approve Resolution 1249, authorizing site plan approval for construction of a transportation facility for the Smithville School District at 250 East 92 Highway.

SUMMARY:

The applicant submitted a site plan application for construction of a new Transportation Facility at 250 East 92 Highway, along with a Traffic Impact Study (TIS) and Stormwater Study and detention plans in June. The project meets the applicable building design and coloration requirements, includes a significant stormwater detention basin, a substantial landscape plan with a focus on significant buffering along the north side of the property adjacent to the residential subdivision to the north. The site plan documents included a photometric plan showing that the residential area to the north is adequately protected and included a security fence surrounding the project. The TIS was submitted to MODOT for review as its access is onto 92 Highway. MODOT accepted the study, along with its recommendation that no off-site work was necessary.

The only issue the Planning commission wanted to see added was to make the north fence line sight obscuring to further protect the Stonebridge residences, which were made as a condition of its approval.

After review at the May 9, 2023, Planning Commission meeting, the Commission recommended approval of the site plan as amended.

PREVIOUS ACTION:

None

POLICY ISSUE:

Complies with Codes

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

- | | |
|--|---|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Planning Commission meeting may be viewed online. | |

RESOLUTION 1249

A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR CONSTRUCTION OF A TRANSPORTATION FACILITY FOR THE SMITHVILLE SCHOOL DISTRICT AT 250 EAST 92 HIGHWAY

WHEREAS, the applicant submitted plans for construction of a new building to be located at the south end of the current school campus adjacent to Stonebridge and the Lutheran School, and;

WHEREAS, the Planning Commission reviewed the submittal concerning the layout, building materials and colors at its July 11, 2023 and;

WHEREAS, the Planning Commission recommends approval of the site plan at 250 East 92 Highway with the condition that the fence line on the north side of the project be 80% sight obscuring to further protect the residences to the south from the view.

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

**THAT THE SITE PLAN APPLICATION FOR A NEW TRANSPORTATION
FACILITY AT 250 EAST 92 HIGHWAY BE APPROVED WITH THE
CONDITION THAT THE FENCE ALONG THE NORTH SIDE OF THE SITE
BE NOT LESS THAN 80% SIGHT OBSCURING.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 18th day of July 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT
July 7, 2023
Platting of Parcel Id # 05-909-00-01-011.00

Application for a Site Plan Approval

Code Sections:
400.390 – 400.440 Site Plan Approval

Property Information:

Address: 250 E. 92 Hwy
Owner: Smithville School District
Current Zoning: B-2

Application Date: June 9, 2023

GENERAL DESCRIPTION:

The applicant seeks to construct a new Transportation Facility (bus barn) at the site that lies north of 92 Hwy, south of Stonebridge subdivision and the Lutheran School to the west. The property adjoins the school district's south entrance to the east. The proposal is to construct a 10,654 square foot building, along with outdoor parking for the buses. The applicant submitted a Traffic Impact Study that was forwarded to MODOT because the only proposed access point is on 92 Highway. MODOT approved the TIS as submitted. They also submitted a storm drainage study, along with storm detention improvements required. That study and associated detention basin(s) were approved by the City's stormwater engineers.

The proposed plan includes the building materials/facades, which meet the site plan standards of the defined base and middle on the areas adjacent to the public street. The colors are consistent with the other school facilities. The plan includes a comprehensive landscape plan with most of the focus on the landscape buffering on the north side of the lot which faces the Stonebridge housing. It also includes a significant amount of landscaping at the entrance off the private drive, which will be visible for west bound traffic on 92 Hwy. Given the grade differences between the building and 92 Hwy, as well as the overhead powerlines along 92 Hwy, there are limited plants that can

be placed without future conflict with the powerlines. The entire premises are surrounded by a chain link fence for security, but a sight obscuring fence on the north property line would better protect the residential areas to the north. The applicant also submitted a photometric plan to ensure lighting did not improperly encroach onto the adjacent multifamily housing to the north but did provide security.

Section 400.410 Standard of Review

1. The extent to which the proposal conforms to these regulations.

The proposal meets the standards, but additional buffering to the north with sight obscuring fencing behind the landscaping would further protect the residences to the north.

2. The extent to which the development would be compatible with the surrounding area.

The area consists of a significant amount of land developed with various school buildings and uses, including a separate, private school to the east. Located in the center of these school properties is a multifamily subdivision (Stonebridge) and vacant farm ground to the south.

3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.

The submittal includes an improved stormwater detention area to accommodate the new developed area and MODOT approved the TIS with no additional improvements needed.

4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.

The Comprehensive Plan calls for this area to be institutional/civic, and school uses meet this standard and these facilities are appropriate in this area.

5. The extent to which the proposal conforms to the adopted engineering standards of the City.

The submittal includes stormwater detention that has been reviewed and approved by the city's stormwater engineer. The applicant is also working with the city on improvements to the adjacent sewer pumping station to be able to handle the additional flows.

6. The extent to which the locations of streets, paths, walkways, and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.

All layout and design were included in the TIS and MODOT approved the study, including its' finding that no offsite improvements were needed.

7. The extent to which the buildings, structures, walkways, roads, driveways, open space, and parking areas have been located to achieve the following objectives:

- a. Preserve existing off-site views and create desirable on-site views; Yes, the project will be placed in an existing vacant field with substantial amounts of landscaping buffering for the north residential properties.
- b. Conserve natural resources and amenities available on the site; There are no existing natural resources available, the property is a vacant field.
- c. Minimize any adverse flood impact; The submittal substantially increases the stormwater detention in the area with a new basin.
- d. Ensure that proposed structures are located on suitable soils; Yes.
- e. Minimize any adverse environmental impact; Yes, and
- f. Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site. No utilities need to be extended other than the improvements to the sewer pumping station to the north.

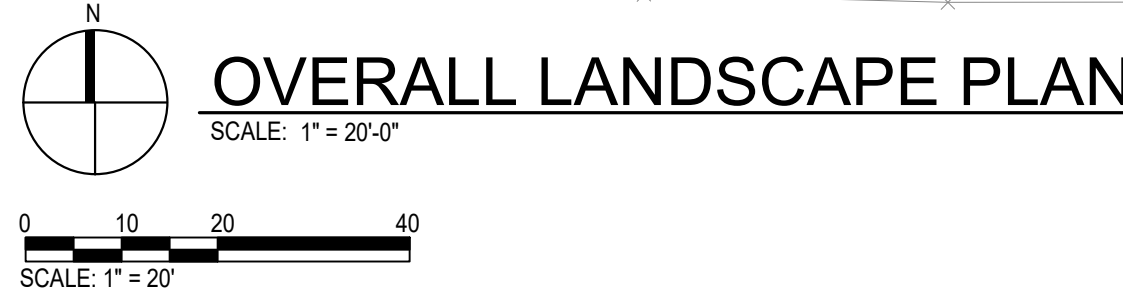
STAFF RECOMMENDATION:







Staff recommends APPROVAL of the proposed Site Plan with the addition of the sight obscuring fence along the north line of the project area.

Respectfully Submitted,

Director of Development

5



- ### HATCH LEGEND
- | | |
|---|---|
|  | ASPHALT, RE. CIVIL |
|  | STANDARD GRAY CONCRETE WALK
WITH BROOM FINISH, RE. CIVIL |
|  | HEAVY-DUTY GRAY
CONCRETE, RE. CIVIL |
|  | TURF SOD, RE. SPECS. |
|  | PLANTING AREA, SEE
LANDSCAPE PLAN. |
|  | NATIVE WETLAND SEED
MIX |

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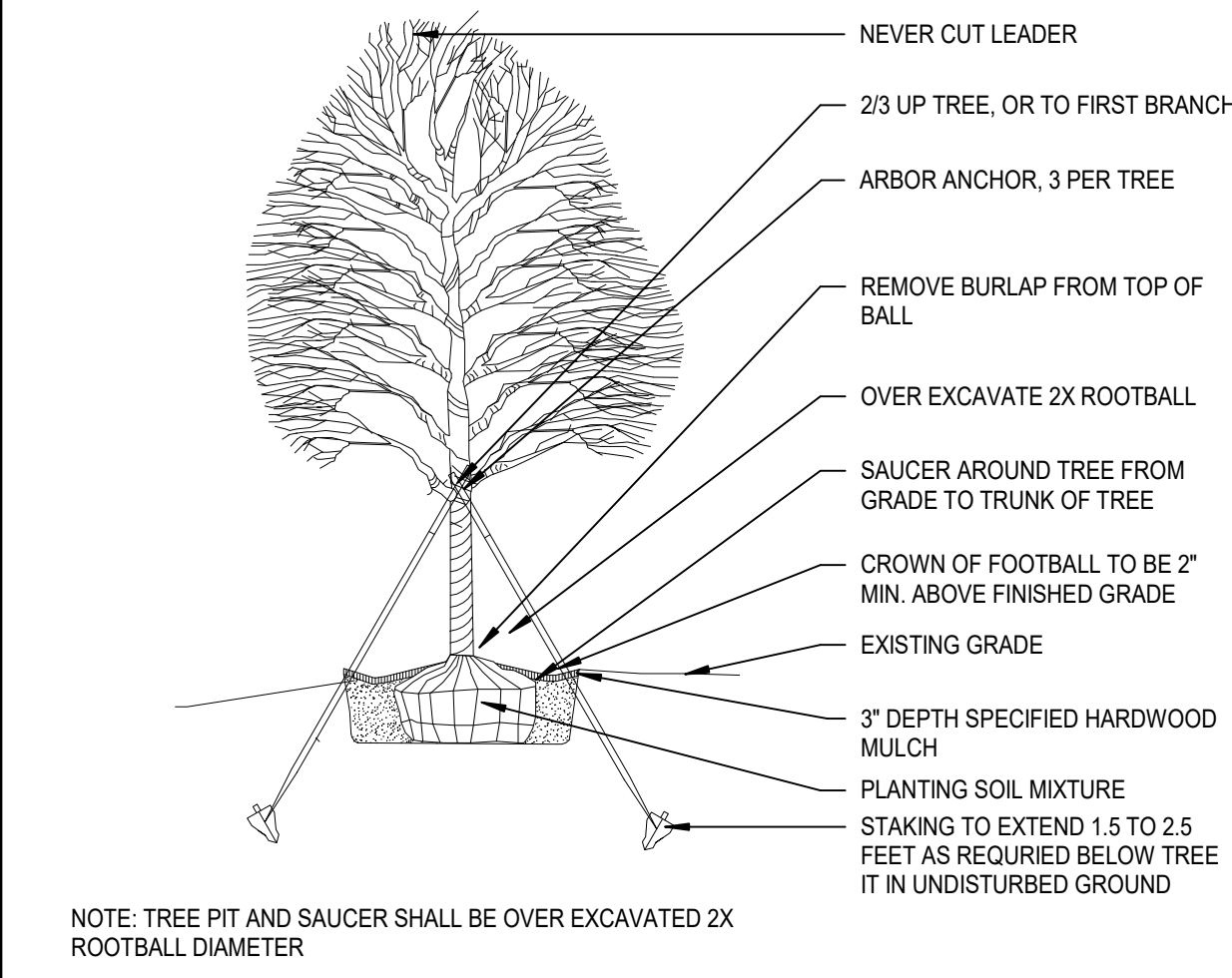
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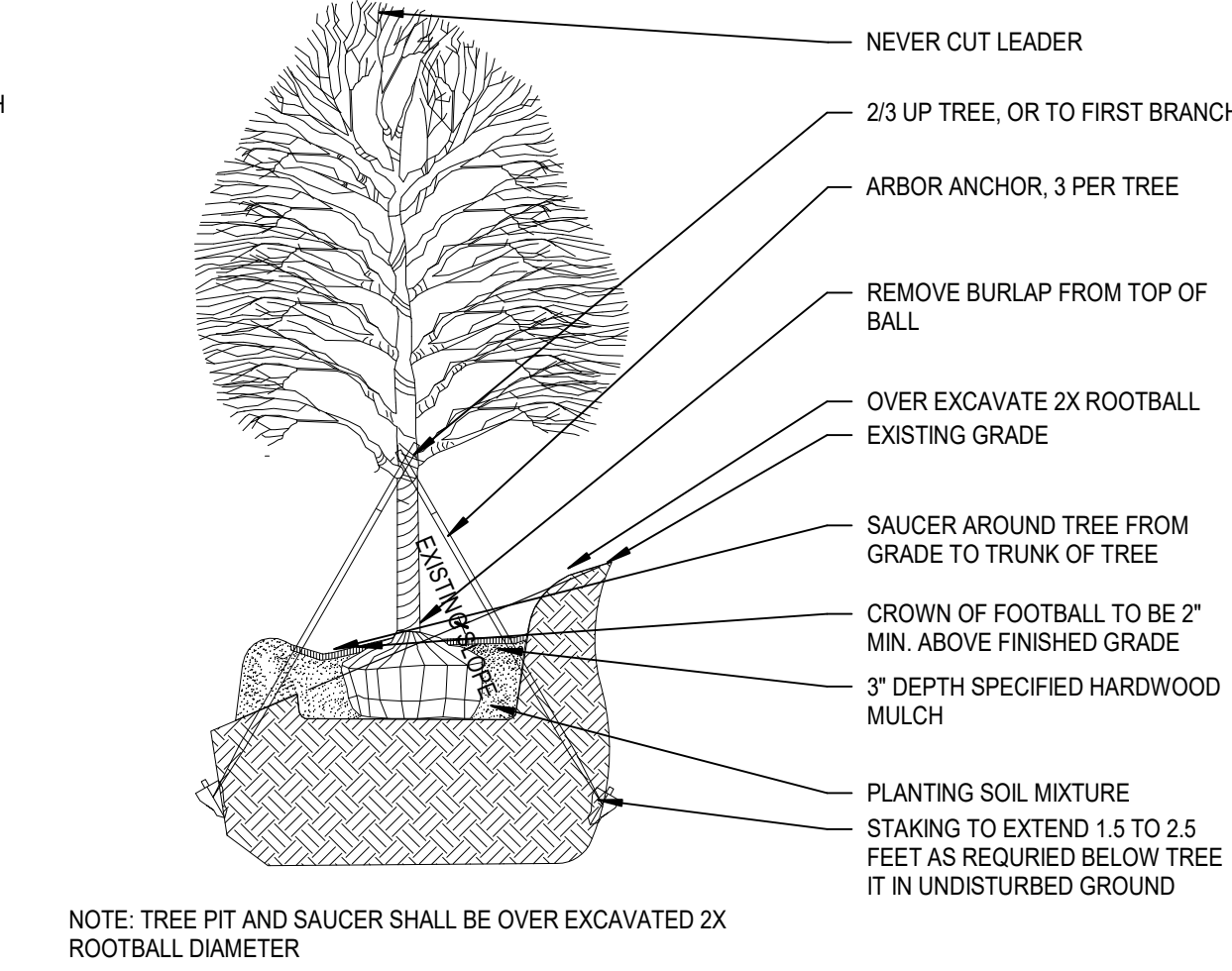
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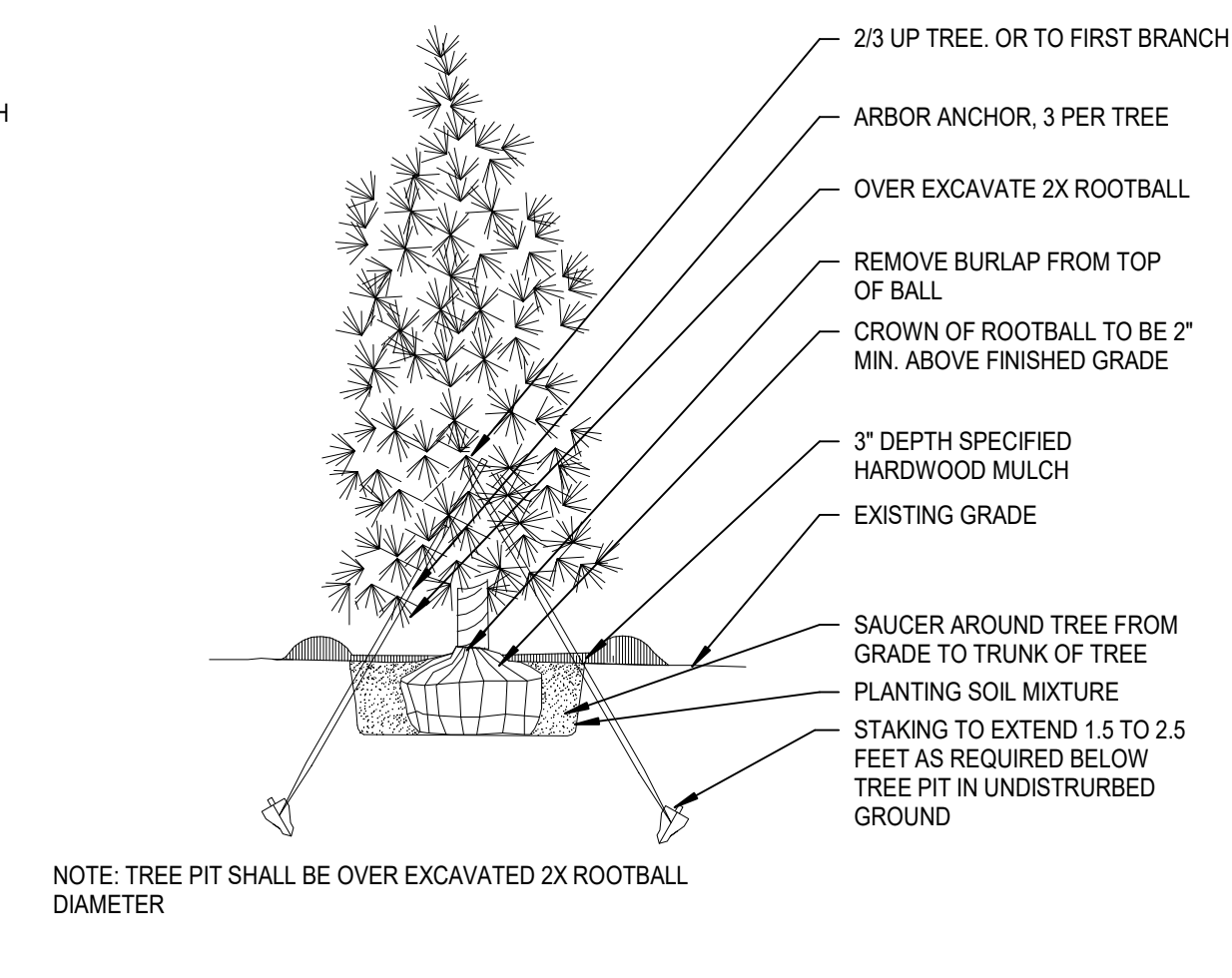
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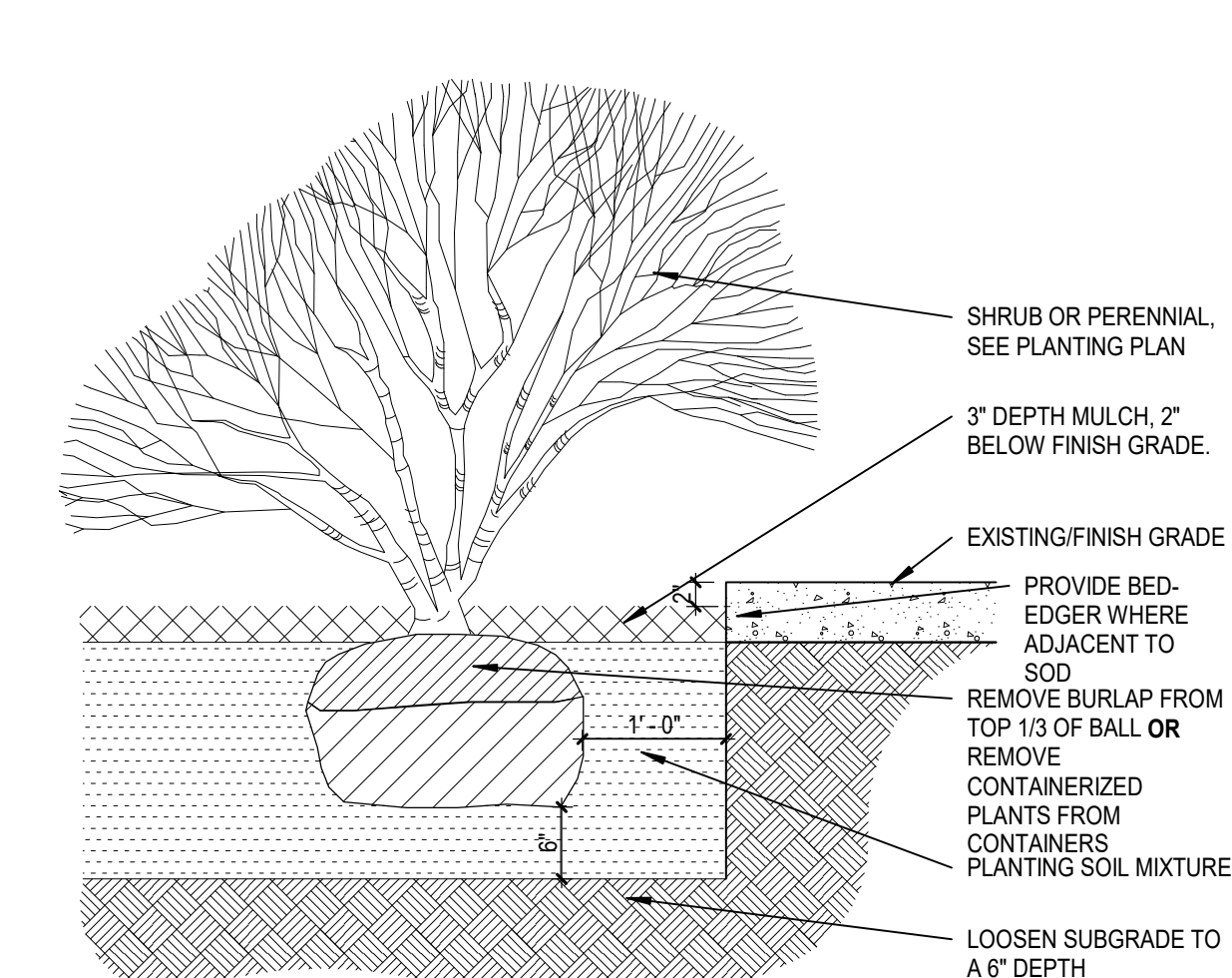
1A DECIDUOUS TREE PLANTING DETAIL
L4.0 NO SCALE



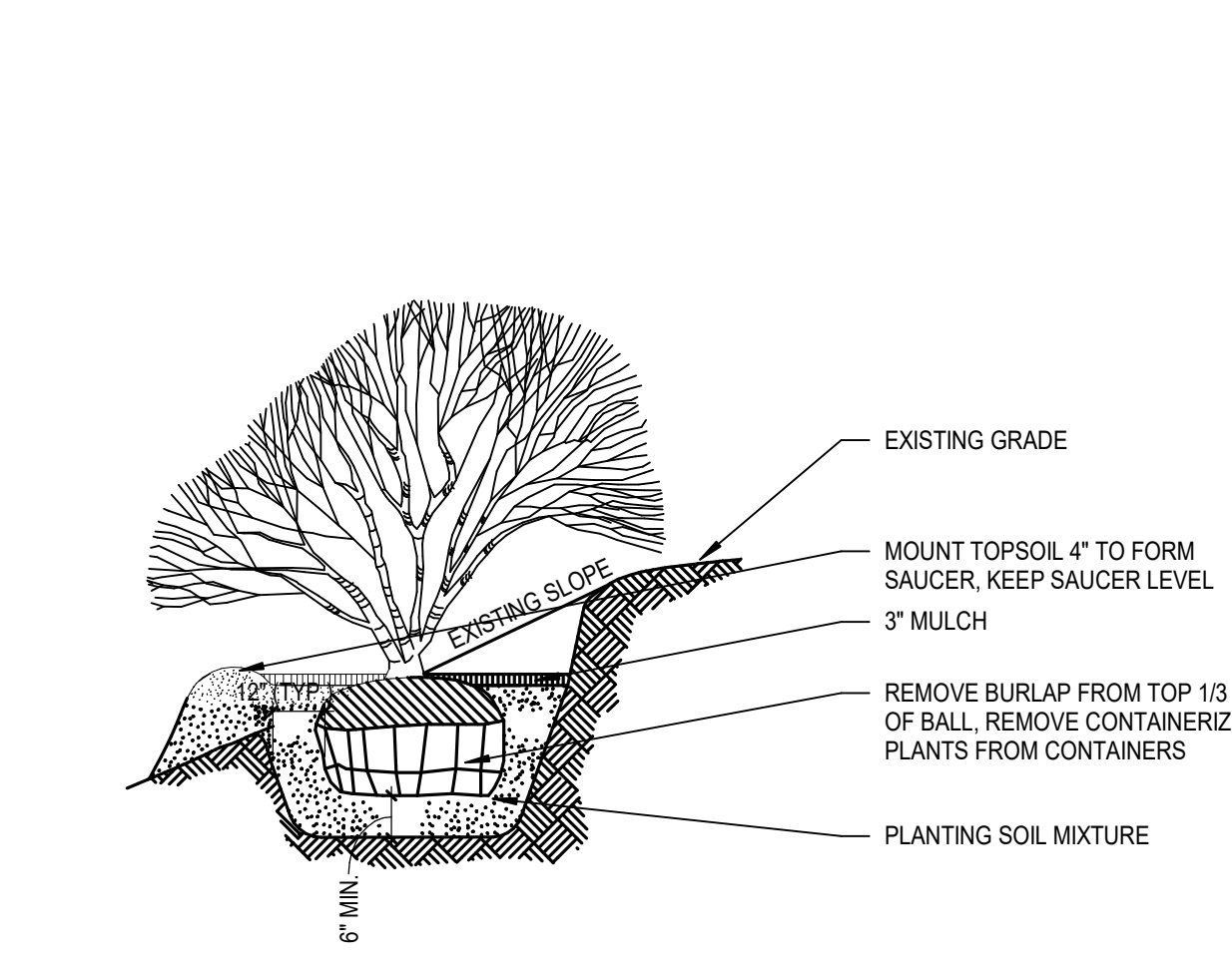
1B DECIDUOUS TREE PLANTING ON SLOPE
L4.0 NO SCALE



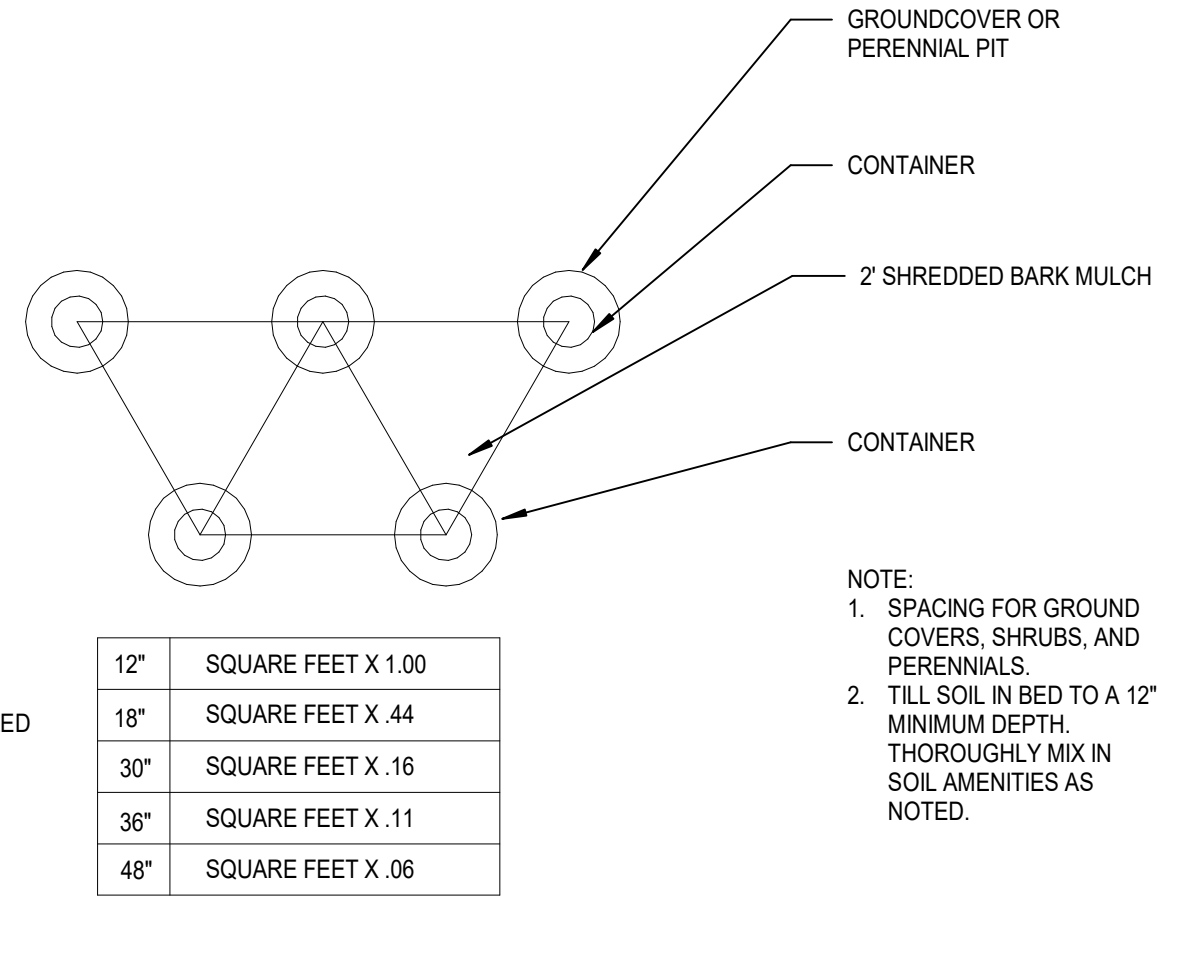
1C EVERGREEN TREE PLANTING DETAIL
L4.0 NO SCALE



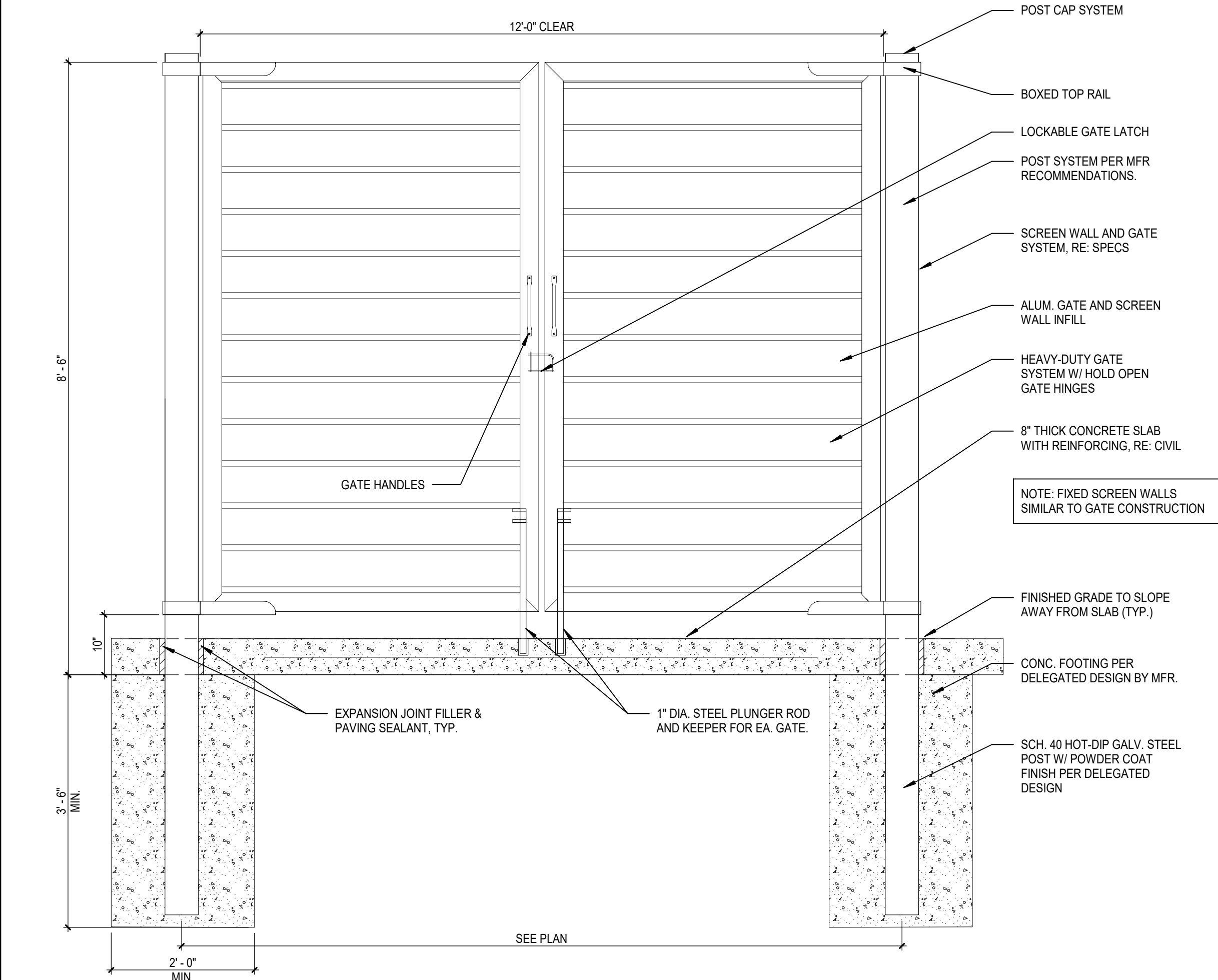
1D SHRUB PLANTING DETAIL
L4.0 NO SCALE



1E SHRUB PLANTING ON SLOPE DETAIL
L4.0 NO SCALE



1F PERENNIAL LAYOUT PLAN
L4.0 NO SCALE



3A TRASH ENCLOSURE
L4.0 SCALE: 3/4" = 1'-0"

GATE POSTS

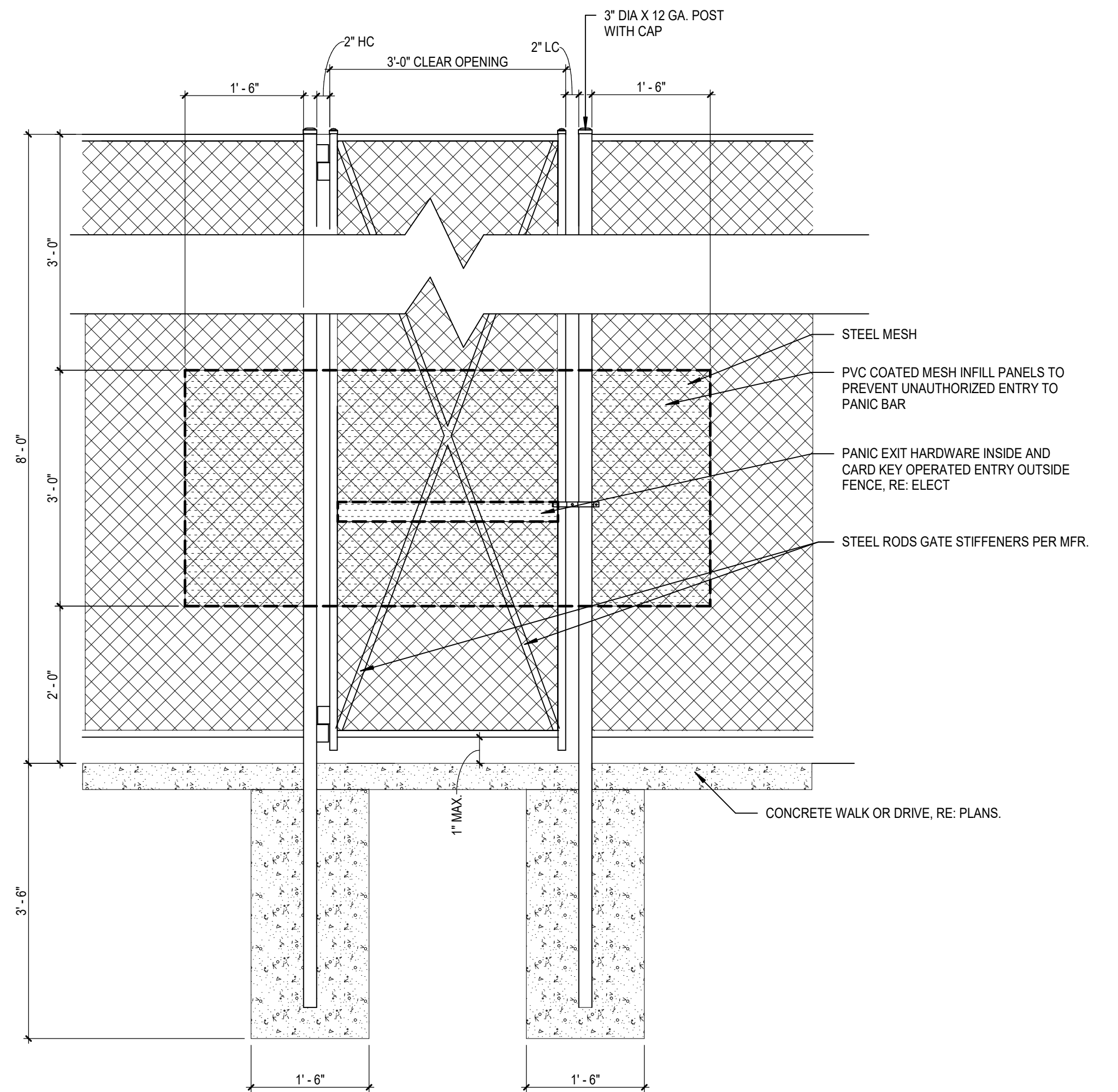
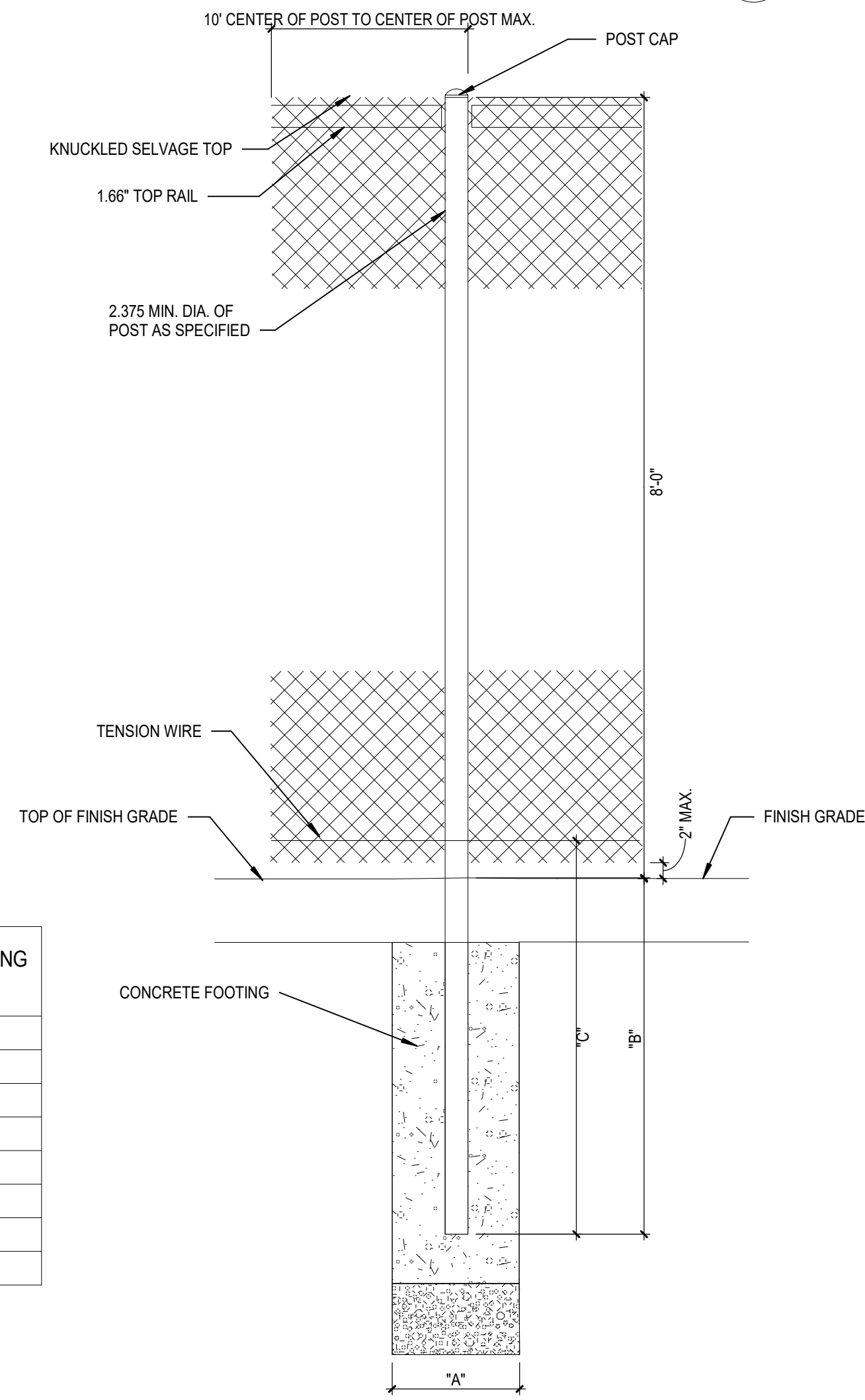
GATE LEAF WIDTH	GATE POST (OD)	FABRIC HEIGHT	"A" DIAM.	"B" DEPTH	"C" POST EMBED.
3' TO 6'	2.875"	3' TO 5'	12"	42"	40"
		6' TO 9'	14"	42"	44"
		10' TO 12'	16"	46"	48"
7' TO 12'	4.000"	3' TO 5'	14"	42"	40"
		6' TO 9'	16"	42"	44"
		10' TO 12'	18"	46"	48"

LINE AND TERMINAL POSTS

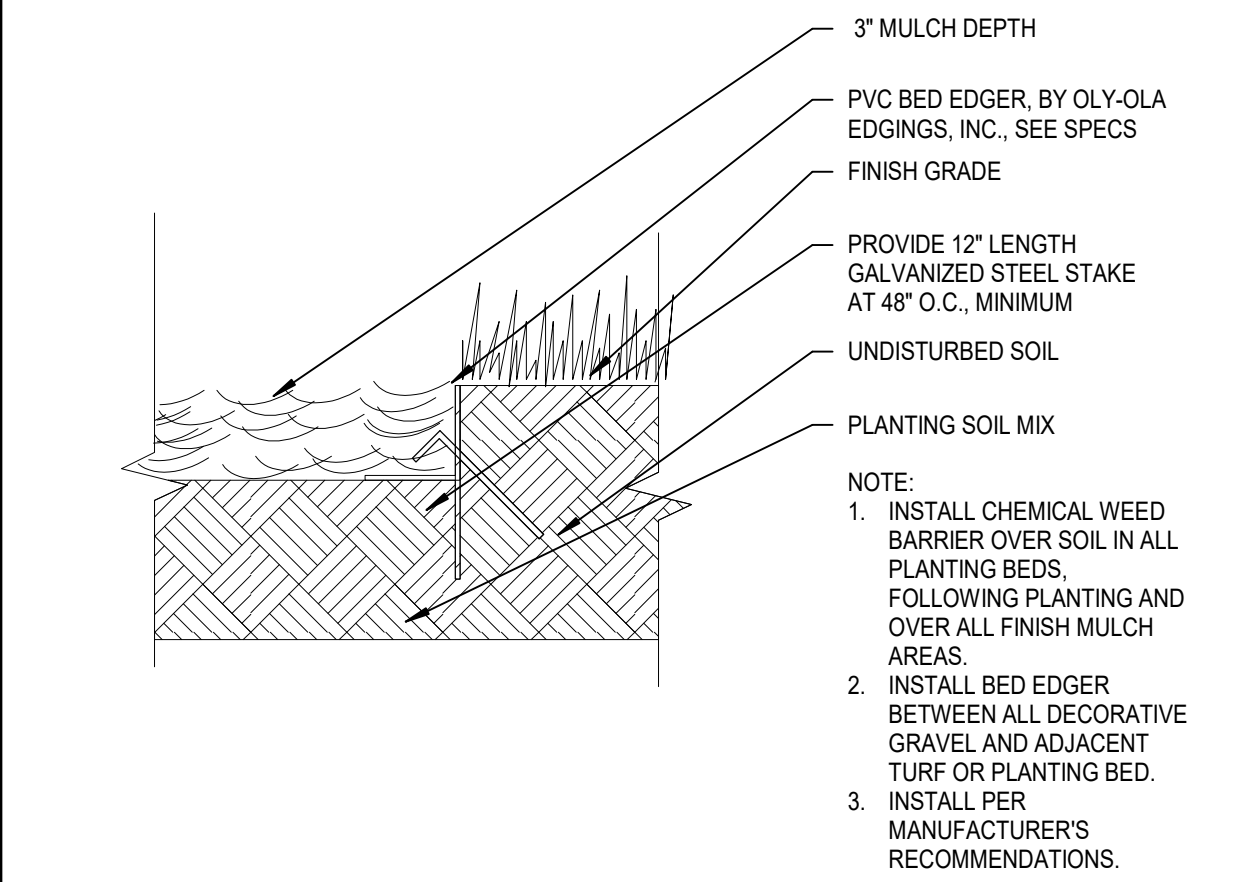
FABRIC HEIGHT	TYPE POST	"A" DIAM.	"B" POST DEPTH	"C" MIN. FOOTING DEPTH
3'-0" TO 4'-0"	LINE	12"	36"	38"
	TERMINAL	12"	36"	38"
5'-0"	LINE	12"	36"	38"
	TERMINAL	12"	36"	38"
6'-0" TO 9'-0"	LINE	12"	36"	38"
	TERMINAL	12"	36"	38"
10'-0" TO 12'-0"	LINE	18"	36"	38"
	TERMINAL	18"	48"	52"

NOTE: TERMINAL POSTS INCLUDE END, CORNER AND PULL POSTS

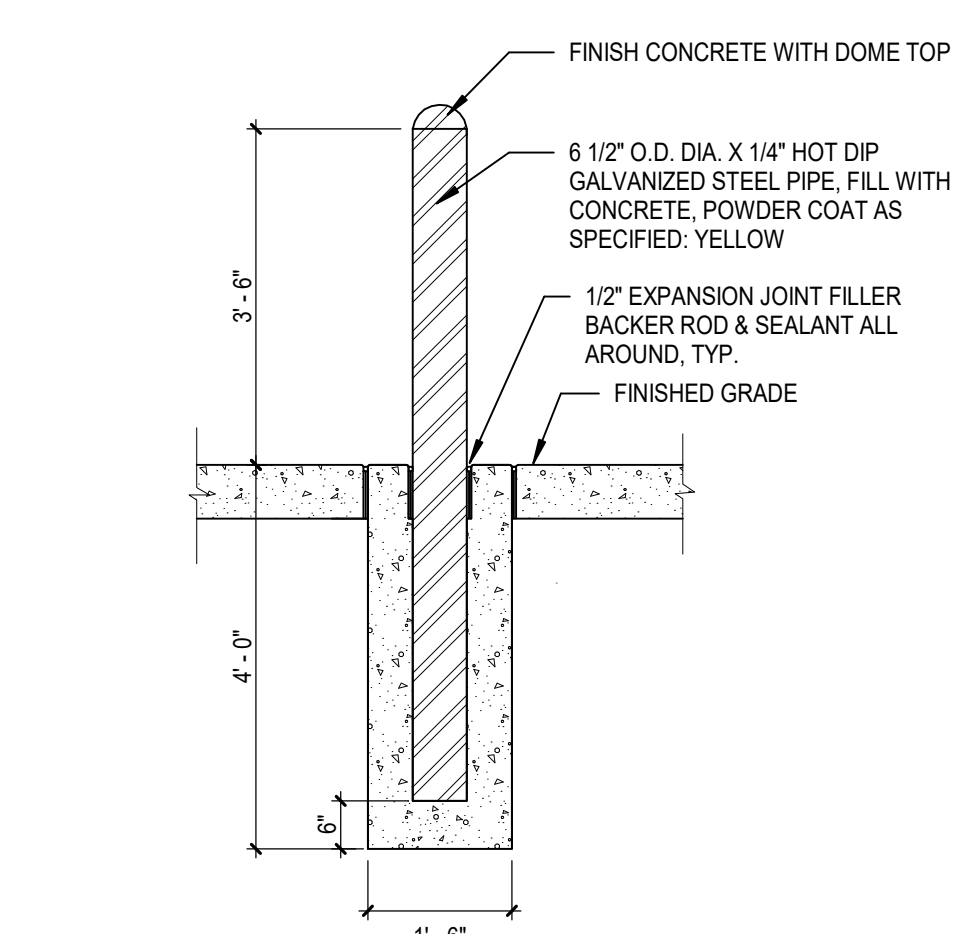
3C CHAIN LINK FENCE
L4.0 SCALE: 1" = 1'-0"



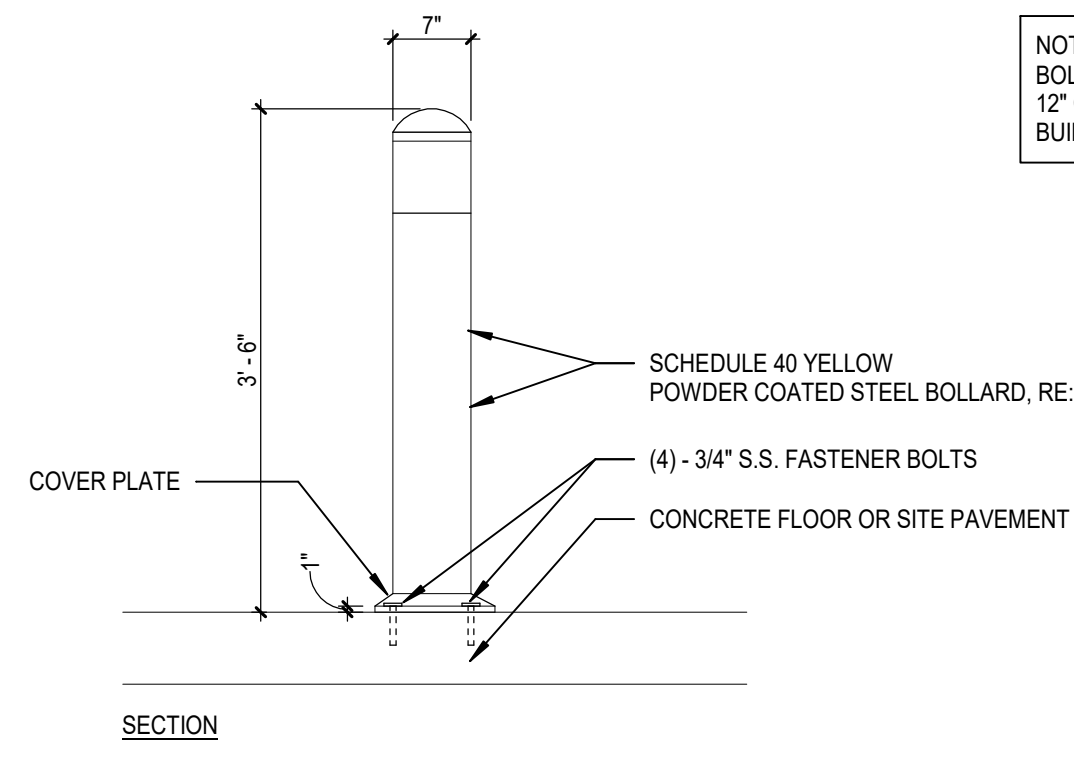
3E CHAIN LINK PEDESTRIAN GATE DETAIL
L4.0 SCALE: 3/4" = 1'-0"



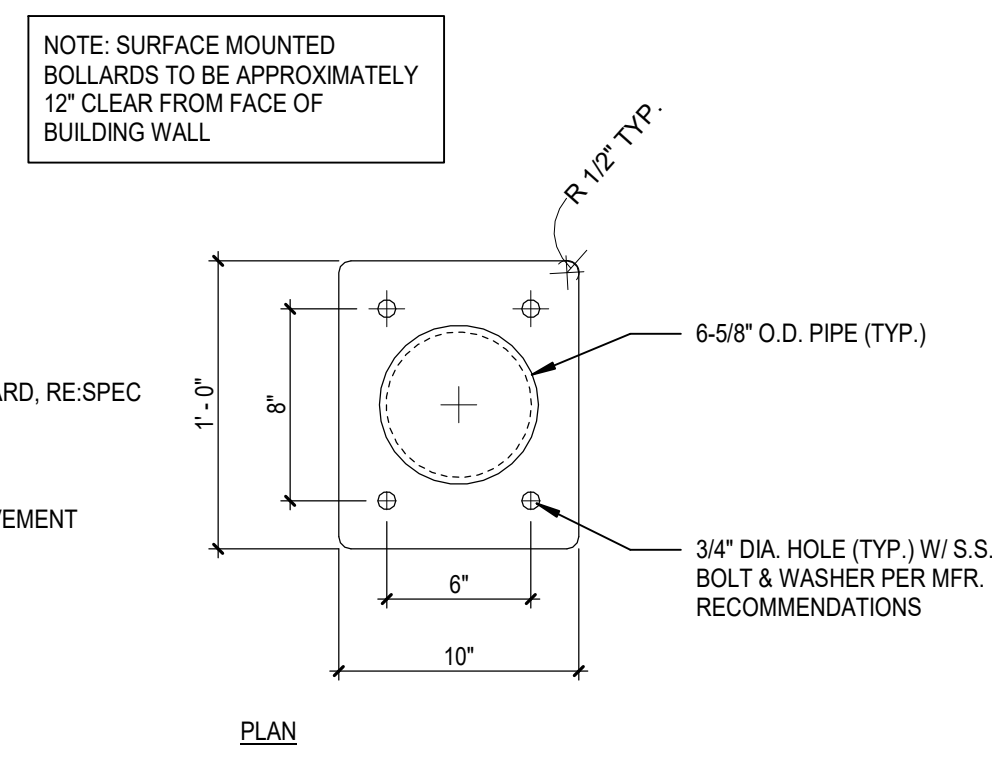
4A BED EDGER AT PLANTING BED
L4.0 NO SCALE



4B PROTECTION BOLLARD
L4.0 SCALE: 1/2" = 1'-0"



4C SURFACE-MOUNTED BOLLARD
L4.0 SCALE: 3/4" = 1'-0"



Autodesk Doc/13-23111-00 Smithville MO - Transportation Center/13-23111-00_Smithville MO - Transportation Center_AR_2022.rvt
6/14/2023 11:48:34 AM

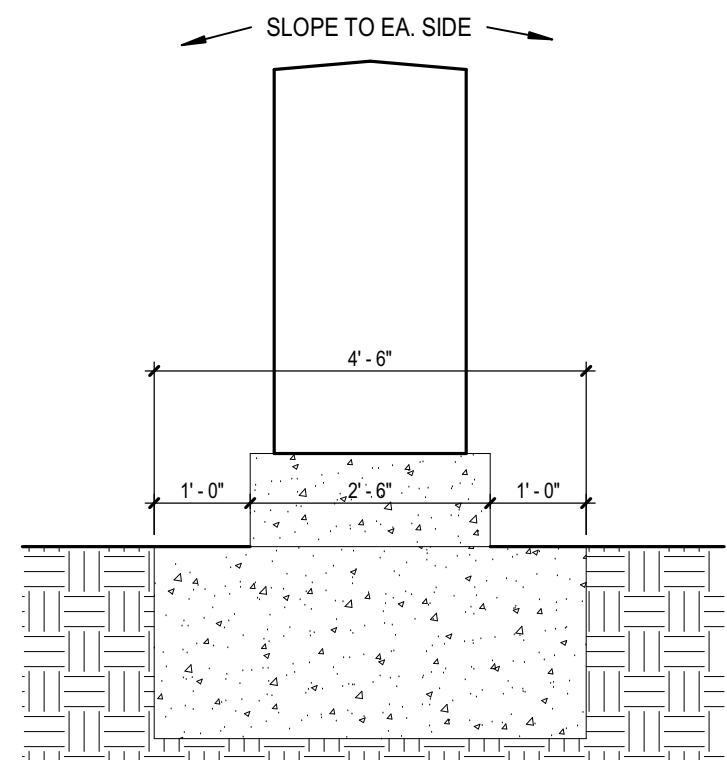
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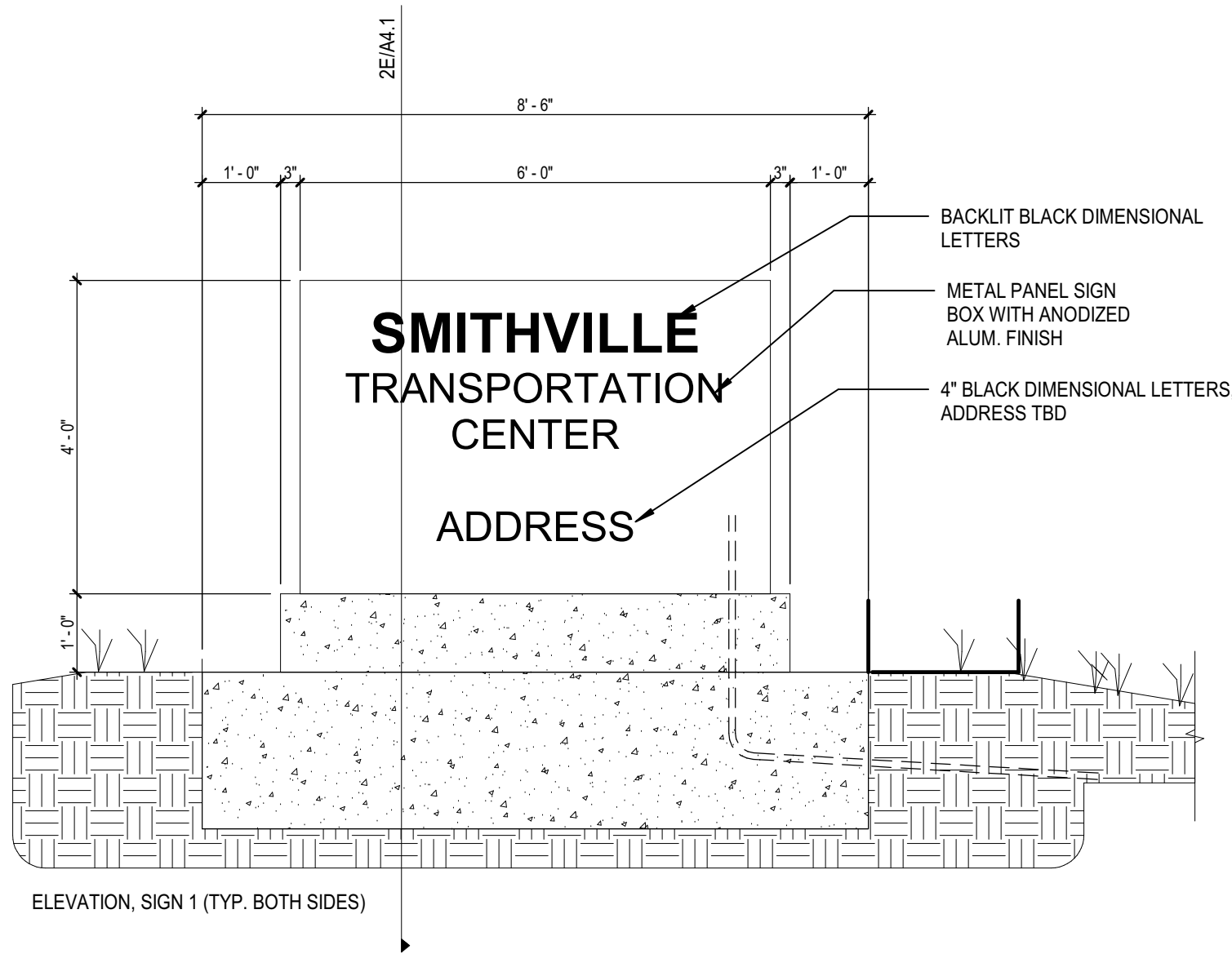
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5



SIDE ELEVATION

ADD #1

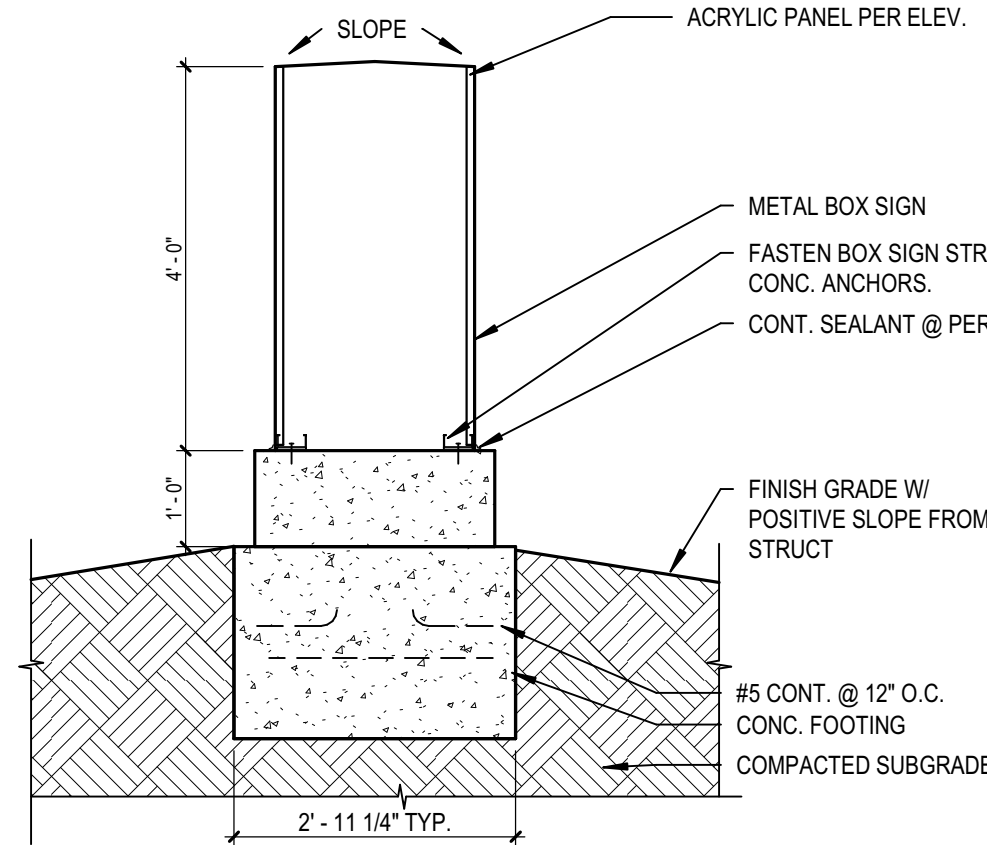


ELEVATION, SIGN 1 (TYP. BOTH SIDES)

BACKLIT BLACK DIMENSIONAL LETTERS
METAL PANEL SIGN BOX WITH ANODIZED ALUM. FINISH
4" BLACK DIMENSIONAL LETTERS, ADDRESS TBD

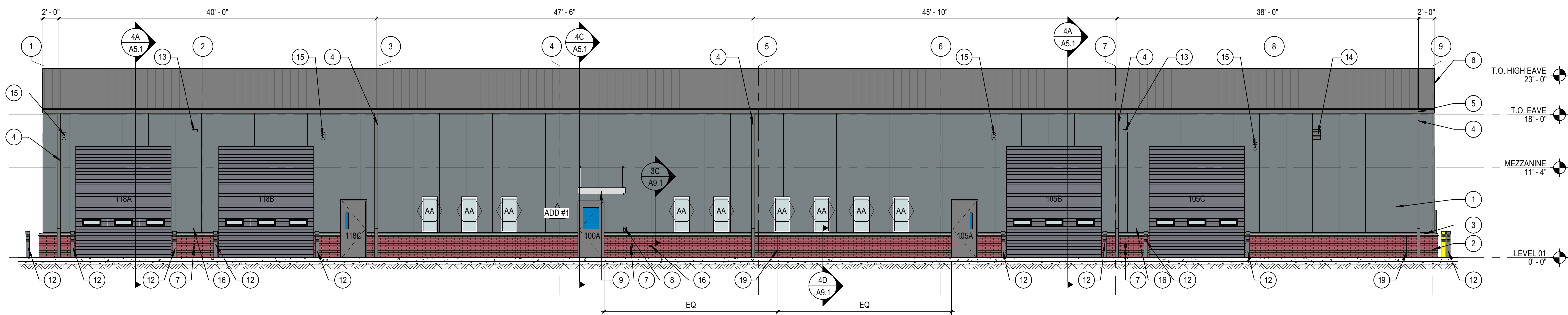
SMITHVILLE
TRANSPORTATION
CENTER
ADDRESS

2A
A4.1
ELEVATION - MONUMENT SIGN
SCALE: 1/2" = 1'-0"

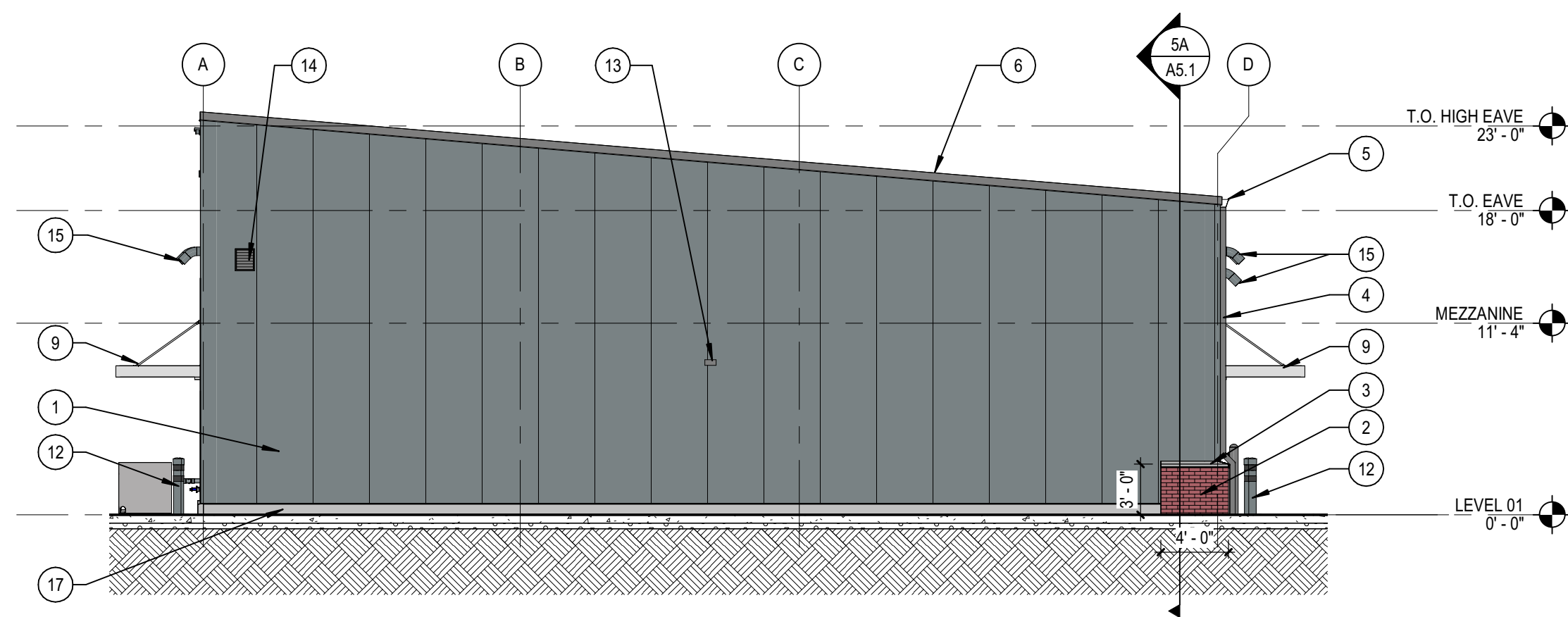


SECTION - MONUMENT SIGN

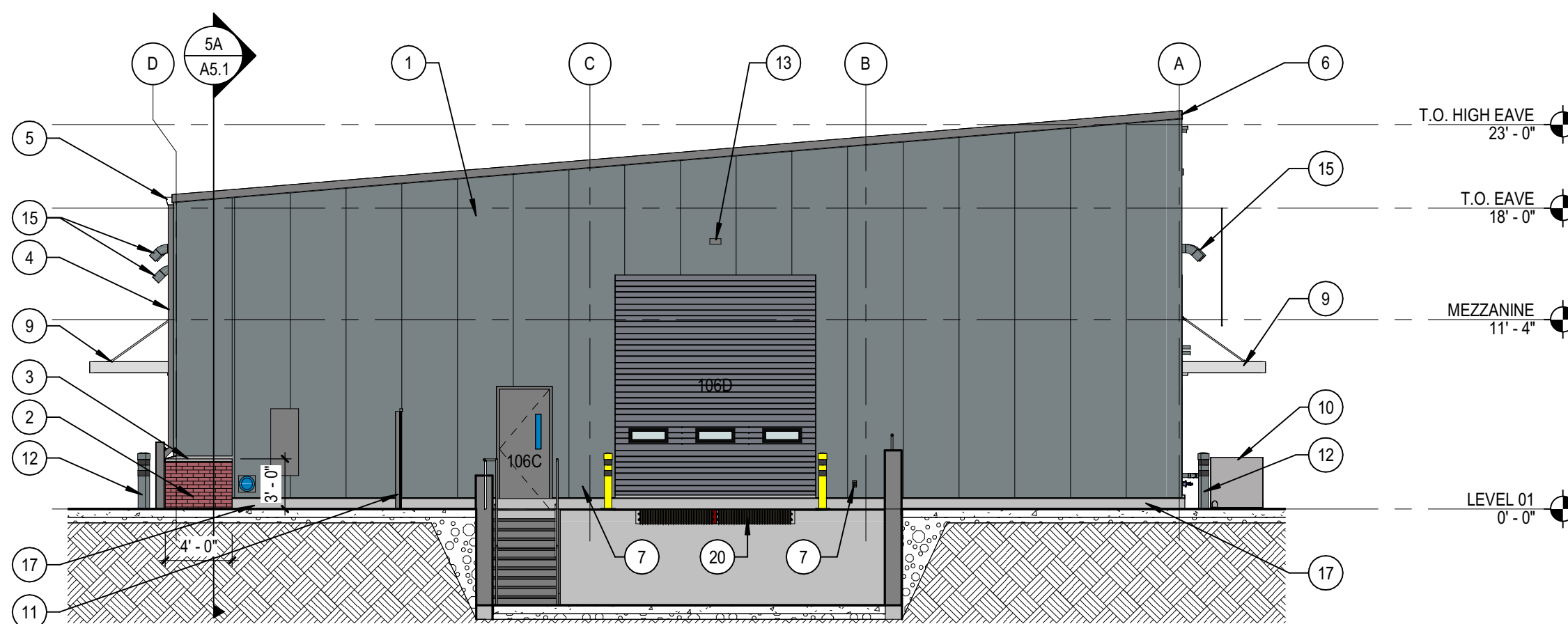
2E
A4.1
SECTION - MONUMENT SIGN
SCALE: 1/2" = 1'-0"



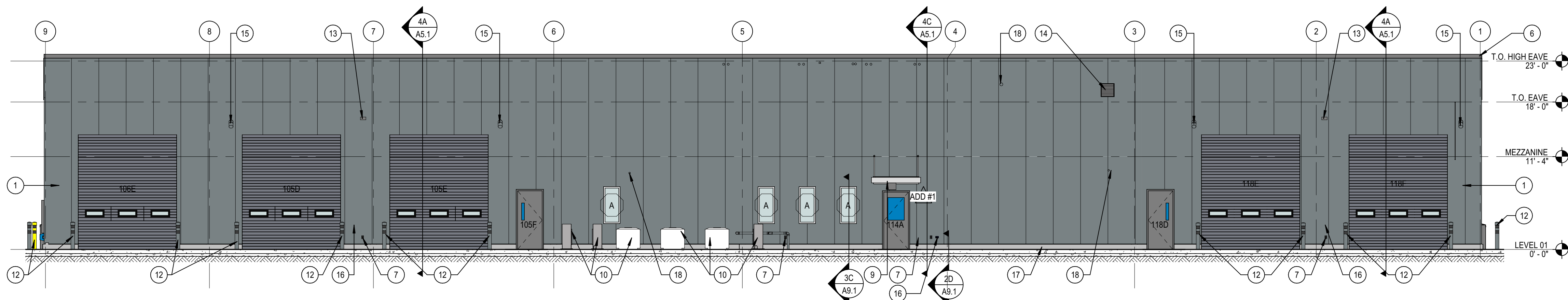
3A
A4.1
EXTERIOR ELEVATION - SOUTH
SCALE: 1/8" = 1'-0"



4A
A4.1
EXTERIOR ELEVATION - WEST
SCALE: 1/8" = 1'-0"



4B
A4.1
EXTERIOR ELEVATION - EAST
SCALE: 1/8" = 1'-0"



5A
A4.1
EXTERIOR ELEVATION - NORTH
SCALE: 1/8" = 1'-0"

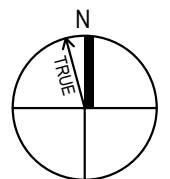
SHEET NOTES

- 1 MWP-1 (METAL PANEL), SMOKE GRAY
- 2 BRICK-1 RED COLONIAL ADEL PLANT
- 3 THRU WALL FLASHING
- 4 RECTANGULAR PREFINISHED METAL DOWNSPOUT - 3 3/4" x 4 3/4", COLOR TO MATCH METAL WALL PANELS
- 5 PREFINISHED METAL GUTTER - 7"x7", COLOR DOVE GRAY
- 6 PREFINISHED METAL RAKE FLASHING, COLOR DOVE GRAY
- 7 ELECTRICAL OUTLET, REFER TO ELECTRICAL
- 8 KNOX BOX
- 9 SUSPENDED CANOPY SYSTEM, COLOR TO MATCH METAL ROOF PANELS
- 10 MECHANICAL EQUIPMENT, REFER TO MECHANICAL FOR LOCATION
- 11 FENCING, REFER TO LANDSCAPE FOR EXTENTS
- 12 SURFACE-MOUNTED BOLLARD, REFER TO LANDSCAPE FOR LOCATION AND DETAIL, 40x40 FOR ATTACHMENT
- 13 LIGHT FIXTURE, REFER TO ELECTRICAL
- 14 PREFINISHED METAL LOUVER, REFER TO MECHANICAL FOR LOCATION AND SIZE
- 15 VENT, REFER TO MECHANICAL FOR LOCATION AND SIZE
- 16 HOSE BIB, REFER TO PLUMBING
- 17 RUBBED CONCRETE CURB, RE: STRUCTURAL FOR EXTENTS AND REINFORCING
- 18 PLUMBING VENT, REFER TO PLUMBING FOR LOCATION AND SIZE
- 19 CONTROL JOINT
- 20 LOADING-DOCK BUMPER

PERCENTAGE OF FACADE SURFACE AREA CONSISTING OF GLASS
TOTAL FACADE: 9,824 SF
TOTAL GLAZING: 160 SF

PERCENTAGE OF GLAZING: 1.63%

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6/16/2023 7:23:23 AM



SITE PHOTOMETRIC PLAN

SCALE: 1" = 20'-0"

1

2

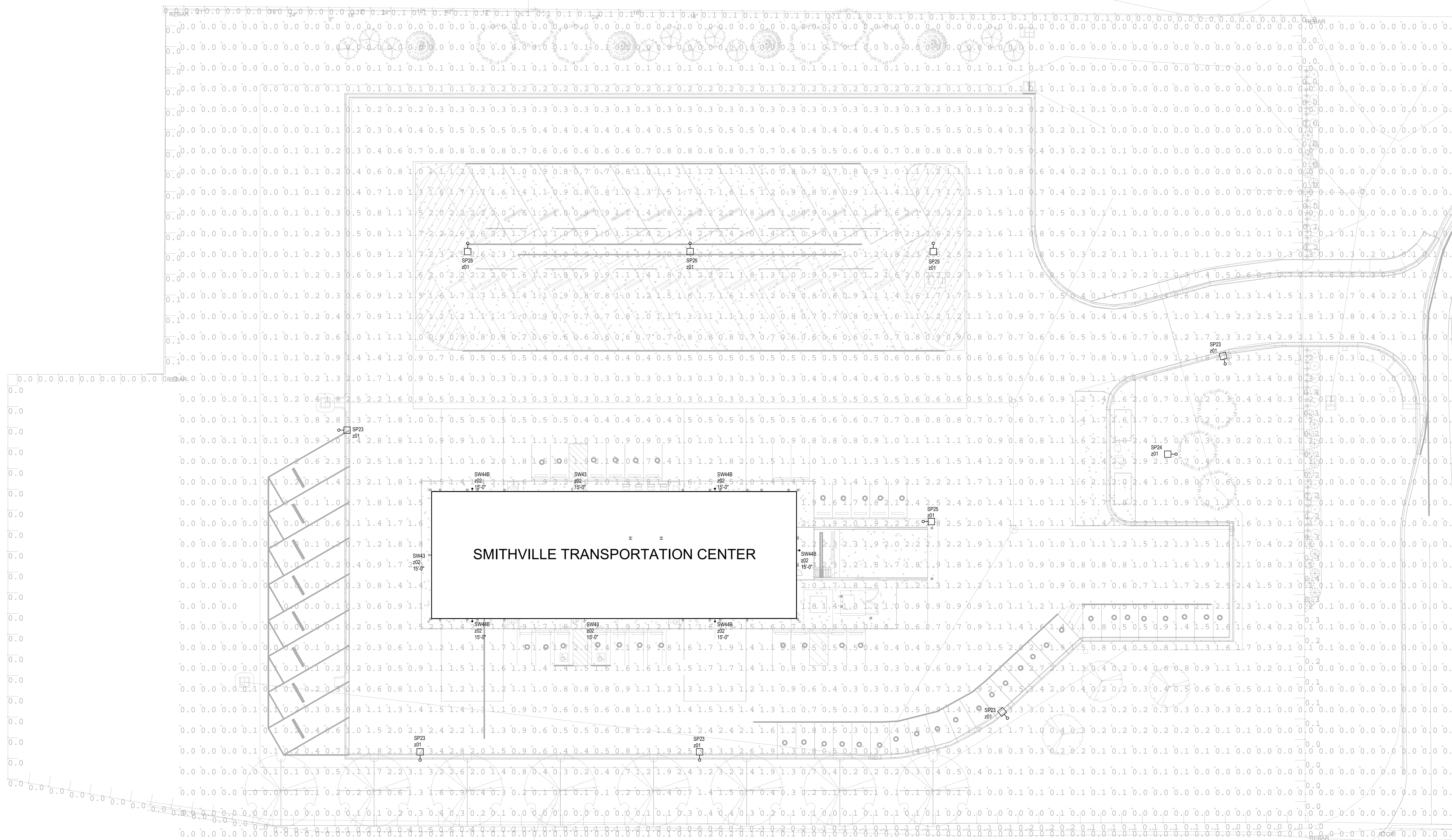
3

4

5

ILLUMINANCE (Fc)
Average = 1.14
Maximum = 3.5
Minimum = 0.2
Avg/Min Ratio = 5.70
Max/Min Ratio = 17.50

ILLUMINANCE (Fc)
Average = 0.1
Maximum = 0.4
Minimum = 0.0
Avg/Min Ratio = NA
Max/Min Ratio = NA



13-23111-00

SITE PHOTOMETRIC PLAN

E0.01

SMITHVILLE TRANSPORTATION CENTER
SMITHVILLE R-II SCHOOL DISTRICT
NORTHWEST CORNER OF COMMERCIAL AVENUE AND 92
HIGHWAY
SMITHVILLE, MO 64089



SMITHVILLE
School District



DATE: 06/16/2023
ELECTRICAL: JOSHUA WETZIG
PE #2021012060

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