



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Monday, November 6, 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. Proclamation
 - National American Indian Heritage Month
4. Consent Agenda

Join Zoom Meeting

<https://us02web.zoom.us/j/89569141062>

Meeting ID: 895 6914 1062

Passcode: 625838

- Minutes
 - October 17, 2023, Board of Aldermen Work Session Minutes
 - October 17, 2023, Board of Aldermen Regular Session Minutes
- **Resolution 1284, HHW Agreement with MARC for 2024**
A Resolution authorizing and directing the Mayor to enter into an agreement with Mid-America Regional Council to participate in the Regional Household Hazardous Waste program for 2024.
- **Resolution 1285, Agreement with Mid-Continent Public Library**
A Resolution authorizing and directing the Mayor to enter into an agreement with Mid-Continent Public Library for the purpose of providing Outreach Services at the Smithville Senior Center.
- **Resolution 1286, Agreement with Clay County Senior Services**
A Resolution authorizing and directing the Mayor to enter into an agreement with Clay County Senior Services for grant funding for the purpose of providing senior services.
- **Resolution 1287, MOU with Ray County Cyber Crimes Task Force**
A Resolution authorizing and directing the Mayor to enter into a Memorandum of Understanding with Ray County Cyber Crimes Task Force for the shared use of a police records management system.
- **Resolution 1288, Employee Assistance Program Services**
A Resolution authorizing and directing the Mayor to enter into an agreement with ComPsych for the purpose of providing Employee Assistance Program Services.
- **Resolution 1289, Change Order No. 1, Tyler Technologies**
A Resolution approving Change Order No. 1 in the amount of \$9,070 for the ERP Pro 10 Personnel and Financial Management Software migration.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Economic Development Committee

6. City Administrator's Report

ORDINANCES & RESOLUTIONS

7. Bill No. 3012-23, Establishment of the Fairview Crossing North CID – 2nd Reading

An Ordinance approving the petition for establishment of the Fairview Crossing Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. 2nd reading by title only.

8. Bill No. 3013-23, Short-Term Rentals – 2nd Reading

An Ordinance enacting a new chapter 625 of the Code of Ordinances pertaining to short-term rentals. 2nd reading by title only.

9. Bill No. 3014-23, Creation of a Fairview Crossing CID Financial Fund – 1st Reading

An Ordinance approving the creation of the Fairview Crossing CID Financial Fund to account for the receipt of and expenditures from that allocation separate from any other monies. 1st reading by title only.

10. Bill No. 3015-23, Amendment of Schedule III of the Traffic Code – 1st Reading

An Ordinance amending Schedule III of the Traffic Code by adding parking restrictions at certain locations. 1st reading by title only.

OTHER MATTERS BEFORE THE BOARD

11. Public Comment

Pursuant to the public comment policy, a request must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.

12. 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.

13. Adjourn





**NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION
AMERICAN INDIAN COMMITTEE**

PROCLAMATION

National American Indian Heritage Month

WHEREAS, the history and culture of our great nation has been significantly influenced by American Indians and indigenous peoples: and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month, and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as Numerous cultural, artistic, educational, and historical activities can be planned;

NOW THEREFORE, I Damien Boley, by virtue of the authority vested in me as Mayor of Smithville, MO, do hereby proclaim November as the National American Indian Heritage Month of 2023. I urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand to this Proclamation on the 17th day of October, 2023.

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Administration/Parks/Public
Works/Police/Finance

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
 - October 17, 2023 Board of Aldermen Work Session Minutes
 - October 17, 2023, Board of Aldermen Regular Session Minutes
- **Resolution 1284, HHW Agreement with MARC for 2024**

A Resolution authorizing and directing the Mayor to enter into an agreement with Mid-America Regional Council to participate in the Regional Household Hazardous Waste program for 2024.
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A Resolution authorizing and directing the Mayor to enter into a Memorandum of Understanding with Ray County Cyber Crimes Task Force for the shared use of a police records management system.
- **Resolution 1288, Employee Assistance Program Services**

A Resolution authorizing and directing the Mayor to enter into an agreement with ComPsych for the purpose of providing Employee Assistance Program Services.
- **Resolution 1289, Change Order No. 1, Tyler Technologies**

A Resolution approving Change Order No. 1 in the amount of \$9,070 for the ERP Pro 10 Financial Management software migration.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☒ Contract

☐ Plans

☒ Minutes

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

October 17, 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 6:29 p.m. A quorum of the Board was present: Melissa Wilson, Ronald Russell, Marv Atkins, Leeah Shipley and Dan Ulledahl. Dan Hartman was absent.

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

2. Discussion of City Website Platform

Gina Pate, Assistant City Administrator, gave a brief background on the City's website. Currently, the City has an agreement with Municipal CMS, they also go by Municipal One, for the City's website hosting. They have been hosting the City's website since 2011. This agreement was renewed through an RFP process in 2018 and added facility management software for Parks and Recreation. In 2022 Municipal CMS provided staff with a website redesign which was a big update for navigation and gave it a more modern look.

Staff also asked Municipal CMS how we could make user access better for online forms, for people to submit things, for internal tracking for Report a Concern, instead of it coming through the email process. Toni Oesterle with Municipal CMS presented staff with different modules that would fit these options. Based on the different options they offer different bundle packages. To get all of our wants for the website the cost would be over the limit of our spending authority based on the purchasing policy. This is the reason for the discussion tonight. Gina noted that we could go through an RFQ (request for qualification) process which is different from an RFP (request for proposal) because qualifications are evaluated and the price would be sealed. There would be an interview process with the top proposals received. We would then be able to make more specific adjustments and the sole decision would not be based on the cost. We would be able to look at the product based on the scope of services and decide what would be the best fit for the City.

Gina explained that based on our review and the FY2024 budget, which is for consideration this evening, there is an additional \$10,000 included in the proposed budget to enhance the website. Based on Board feedback and staff review we have a list of the scope of services that we would include. Staff is also looking to the Board for any feedback if anything is missing, if there are certain things that work well with the website that they would like to see continue, if the Board would like to proceed with an RFQ process or just go with the modules that Municipal CMS offers.

Gina noted that after review of the current website, items included in the scope of services would include the following:

- Website hosting
- Internal customer service for website support and training for staff
- Agenda management software for Boards and Commissions
- Content migration from current website, and timeline of migration
- Internal workflows for citizen report system

- Online forms and workflows
- Timing of website upgrades
- Automation of scheduling content / design
- Internal tracking of website updates
- Website analytics
- ADA Accessibility
- Mobile-friendly website
- Facility management
- Maintain Parks and Recreation software

Gina touched on some of the more important features that would be including: internal customer service for website support and training. Agenda management software for boards and commissions. Currently agenda items are created in a Word document and then converted to a PDF. Agenda management software would allow us to build agenda packets online. Content migration ensures it would be a seamless transition to the new website and internal workflow for the citizen reporting system. She explained the way our report a concern works now is citizens or visitors can put in a report of concern for various reasons, (pothole, policy question, etc.) and they enter their contact information. That information is emailed to certain staff that are listed on the internal facing side. Staff has no way of knowing who is responding to the concern or a way to track the response. Currently staff is working to get out the business license renewal letters, if we had the capability of an online form, we would be able to push out business license renewal so it could be completed online instead of mailing. It would make the process a little more seamless.

Gina explained that with the current website we change home page banner from a winter picture to a spring picture some providers offer the ability to schedule it, so it is one less task to keep track of. Internal tracking of website updates, now it is hard to keep track of every page and when the last time it was updated. If we had internal tracking we would be able to see when it was last updated. Website analytics would give us the ability to be able to see what pages are being viewed and how often. The website would need to be ADA accessibility and mobile-friendly and offer the facility management for Parks and Recreation.

Gina asked the Board for feedback, if anything was missing from this list they would like to add, if they would want to move forward with an RFQ process and what kind of timeline they are looking for. Gina noted that with the timing of the website upgrade we do not want to lose track of the automation of scheduling content and design.

Mayor Boley said he would like to add to the list CRM(Custom Relationship Management), search functionality, Communications Management and AI Assistant. He noted that these are all pretty basic. He said that the current website looks nice, but the functionality is not there. We are basically where we were five or six years ago, and he has not seen drastic improvements. He noted that he works in this industry and has seen what the industry has done, and we are not there.

Alderman Russell agreed with Mayor Boley. He noted that he would like to see feedback from outside users. He said that a lot of calls he receives are from residents who tell them they understand information is on the website, but they cannot find it. He said that the agenda and meeting information is easy to find but other information is difficult to navigate.

Mayor Boley noted that Clay County is using the agenda management software and it is a big improvement for them. Mayor Boley appointed Alderman Russell to the RFQ Review Committee as Board of Alderman Representative. He noted that he would like staff to reach out to the community for feedback, possibly by email, and do a 10-question survey. Mayor Boley noted that he appreciated all the work that Municipal CMS has done and appreciates that they are local, but we need a more functional website.

Alderman Wilson agreed with the Mayor and Alderman Russell. She added that for a citizen trying to navigate the current website it is challenging. She said that the City just added a new page to the website for the Comprehensive Plan Dashboard and unless you are told where to locate it you really cannot. She would like to see one that is more user friendly.

Mayor Boley said that the Relationship Management is a must, because if someone has contacted the City ten times we should have a way to track that. Staff should also be able to have mobile access to make changes to the website.

Alderman Wilson said that she would like staff to move forward with an RFQ so we would be able to see what is out there and what kind of response we get.

Mayor Boley asked that Board if they were all on board to move forward with an RFQ.

The Board all agreed.

Mayor Boley noted he would like to see the possibility of web-based access instead of VPN access for staff to make updates when staff is off-site.

Gina asked the Board for what timeline they were thinking.

Mayor Boley directed staff to draft the RFQ and get it out.

Gina reiterated that Alderman Russell would be the Alderman representative.

Mayor Boley asked if someone from the Development Department should be on the committee.

Cynthia said that staff would review the list and see if changes would need to be made.

3. Adjourn

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:42 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

October 17, 2023 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:59 p.m. following the work session. 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, Chuck Soules, Chief Lockridge, Jack Hendrix, Matt Denton, Stephen Larson and Linda Drummond.

2. Pledge of Allegiance lead by Mayor Boley

3. Public Hearing – Sewer Rates

Mayor Boley called the public hearing for the Sewer Rates to order at 7:00 p.m.

No Public Comment.

Mayor Boley declared the public hearing for Sewer Rates adjourned at 7:00 p.m.

4. Public Hearing – Fairview Crossing CID

Mayor Boley called the public hearing for the Fairview Crossing CID to order at 7:00 p.m.

Megan Miller, Gilmore and Bell, gave a brief overview of the Fairview Crossing Community Improvement District.

It is a separate political subdivision created by the city following submission of a petition. It is governed by a Board of Directors. It can only finance public improvements and public services within the boundaries of the CID. A CID is statutorily able to impose a number of different funding sources, the Fairview Crossing CID anticipates a sales tax of 1%, which is the maximum allowed.

Megan explained the Ordinance being brought before the Board later this evening approves the petition, and it establishes the district. Gilmore and Bell will work with developers to draft a cooperative agreement that will be between the City, the CID and the developer. That agreement will be approved by a subsequent Ordinance that will be brought before the Board at a later date. They will set out the terms for what is being built, the improvements, where the money is going to be held and how we approve reimbursable project cost. Megan noted that it will be very similar to what we do with a TIF, when a developer wants costs to be reimbursed they will submit a requisition of the improvements, the City will sign off on it and Gilmore and Bell will make sure that they all fall within the statute.

Megan noted specifically about the Fairview Crossing CID. The property includes 63.47 acres. It is part of the larger development of 80 acres on the east side of 169 highway. It is bounded by 144th Street on the south, Commercial Street on the north and the Hills of Shannon subdivision on the east. The developers are intending to build a mixed-use

development consisting of residential, townhomes in multifamily components, approximately 70,000 ft of retail, which is where the 1% sales tax revenues will come from, a hotel with approximately 80 rooms and fast-food restaurants, again another sales tax generator.

Megan noted that the petition sets out a five-member Board of Directors. The petition particularly lays out who the first set of Board of Directors are going to be. However, successor directors will need to be appointed. Those will be appointed by the Mayor with the consent of the Board of Aldermen. There is a new statutory change and because there are not registered voters within the CID it is required that a member of the Board of Directors is what we call an uninterested board member and they must be a Smithville resident, they can have no financial interest in any of the real property or a business within the CID and is not related to any owner of real property or a business within the CID. They have two board members that meet those requirements, Cory Fauch and Alicia Neth. The proposed length of term for the CID is 27 years, which is the statutory maximum allowed. She explained that they could come back and request additional time be added but that has to go through the Board of Aldermen for approval.

Megan noted that they are only requesting a 1% sales tax, they are not requesting a property tax, special assessment or any business licenses. They intend to fund the following; site work and grading associated with the public improvements, stormwater improvements, public parking improvements, utility improvements, public right away improvements and landscaping lawns and trees in public areas all which are allowable under the CID Act.

No Public Comment.

Mayor Boley declared the public hearing for the Fairview Crossing CID adjourned at 7:05 p.m.

5. Consent Agenda

- **Minutes**
 - October 3, 2023, Board of Aldermen Regular Session Minutes
- **Finance Report for September**
- **Resolution 1275, Agreement with the Smithville Chamber of Commerce**

A Resolution authorizing and directing the Mayor to execute an agreement with Smithville Chamber of Commerce for the purpose of providing services in the amount of \$10,000.
- **Resolution 1276, Emergency Purchase**

A Resolution authorizing the emergency purchase of a new SCADA and PLC System at the water treatment plant.

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

No discussion.

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

6. Committee Reports

Alderman Wilson reported on the October 10, Planning and Zoning Commission meeting. They discussed electric vehicle charging stations and short-term rentals which is on the agenda. Fairview Crossing is progressing and there is a micro-brewery getting close to opening.

7. City Administrator's Report

Cynthia Wagner noted that we opened bids October 3 for Streetscape Phase III. Bids came in significantly higher than our budget of \$800,000. The budget includes grant funding and City funds. The low bid was \$1.8 million. Staff has had significant conversations with HDR on ways to perhaps reduce the scope of the project. Staff has also had conversations with both MoDOT and MARC because they are the sponsoring organizations for the grant funding. Because it is jointly funded through the two organizations, there are a lot of requirements for the grant. Staff has been on the phone a lot since the end of last week and are trying to get the three entities, the City, MARC and MoDOT together to talk through the processes each of those agencies have for grant changes and how much scope can change in order to continue to do the project. Staff has also had conversations about the possibility of the grant amount going down. If the grant amount goes down, that will also affect our ability to do the project. Staff continues to work with and advocate on our behalf to bring the three entities together for conversation and make sure everybody is on the same page. Staff will keep the Board informed of the status on this.

Cynthia noted that staff is working to provide an opportunity for the Board and City staff to tour the water and wastewater treatment facilities to help understand what is done at those facilities. If members of the Board has an interest in participating in that tour, please reach out to Mayra Toothman in the Public Works Department. Mayra is coordinating the times. Cynthia noted that if we have multiple Board members attending the tour we will post that meeting.

Cynthia noted that on the agenda this evening is the final reading of the FY2024 budget. It does include funds for a Citizens Academy. We envision a portion of that being a tour of City facilities. Gina Pate, Assistant City Administrator is putting together the curriculum for that Citizens Academy and spearheading that process. We anticipate putting information out after the first of the year and requesting people to apply. The academy will probably start in early spring. We are excited to be able to offer this new program.

Thursday morning Department Directors are going to be preparing breakfast for City staff in appreciation for all the work that our front-line staff do. Breakfast will be from 7:30 to 9:00 a.m. so we will not open until 9:00 a.m., on Thursday morning. That information will be posted after the meeting tonight.

One final reminder is that the first meeting in November will be Monday November 6, the day before the election.

ORDINANCES & RESOLUTIONS

8. Bill No. 3008-23, Adopt the FY2024 Operating Budget – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 3008-23, adopting the FY2023 Annual Operating Budget. 2nd reading by title only. Alderman Atkins seconded the motion.

Alderman Russell noted that with the 15% increase for the sewer rates included in the FY2024 operating budget he could no longer support it.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3008-23 approved.

9. Bill No. 3009-23, Creation of a 110 Smithville Tax Increment Fund – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 3009-23, approving the creation of the 110 Smithville Tax Increment Financing Fund to account for the receipt of and expenditures from that allocation separate from any other monies. 2nd reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3009-23 approved.

10. Bill No. 3010-23, Amending Utility Rates for Non-Residents – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 3010-23, amending the utility rates for non-residents. 2nd reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3010-23 approved.

11. Bill No. 3011-23, Amendment to Chapter 520, Sidewalks, Streets and Miscellaneous Public Places – 2nd Reading

Alderman Ulledahl moved to approved Bill No. 3011-23, amending Chapter 520, Sidewalks, Streets and Miscellaneous Public Places. 2nd reading by title only. Alderman Wilson seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3011-23 approved.

12. Bill No. 3012-23, Establishment of the Fairview Crossing North CID – 1st Reading

Alderman Ulledahl moved to approved Bill No. 3012-23, approving the petition for establishment of the Fairview Crossing Community Improvement District, establishing the district, and making findings and authorizing actions related to establishment of the district. 1st reading by title only. Alderman Russell seconded the motion.

Alderman Russell asked if the 1% sales tax was only for the CID district.

Megan Miller explained that this 1% sales tax can only be charged within the boundaries of the Community Improvement District.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3012-23 approved first reading.

13. Bill No. 3013-23, Short-Term Rentals - 1st Reading

Alderman Ulledahl moved to approved Bill No. 3013-23, enacting a new chapter 625 of the Code of Ordinances pertaining to short-term rentals. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. Mayor Boley declared Bill No. 3013-23 approved first reading.

14. Resolution 1277, Amending the Schedule of Fees

Alderman Ulledahl moved to approve Resolution 1277, adopting amendments to the Schedule of Fees. Alderman Wilson seconded the motion.

No discussion.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Resolution 1277 approved.

15. Resolution 1278, Amending the Employee Compensation Plan

Alderman Ulledahl moved to approve Resolution 1278, adopting amendments to the Employee Compensation Plan. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1278 approved.

16. Resolution 1279, Amending the Employee Handbook

Alderman Ulledahl moved to approve Resolution 1279, adopting amendments to the Employee Handbook. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1279 approved.

17. Resolution 1280, Temporary Liquor License – Wine Walk

Alderman Ulledahl moved to approve Resolution 1280, approving a temporary liquor license to Smithville Main Street District for operation of the Wine Walk on November 11, 2023. Alderman Atkins seconded the motion.

No discussion.

Ayes – 4, Noes – 0, Abstained – 2, motion carries. Mayor Boley declared Resolution 1280 approved.

18. Resolution 1281, Downtown Sidewalk Guidelines

Alderman Ulledahl moved to approve Resolution 1281, adopting a new Downtown Sidewalk Guidelines and Use Guidelines for the Central Business District. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1281 approved.

19. Resolution 1282, Change Order No. 1, Quincy Boulevard

Alderman Ulledahl moved to approve Resolution 1282, approving Change Order No. 1 with Amino Brothers in the amount of \$24,504.85 for additional asphalt for Quincy Boulevard improvements.. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1282 approved.

20. Resolution 1283, Liquor License – Donna Marie Shear

Alderman Ulledahl moved to approve Resolution 1283, issuing a Liquor License to Donna Marie Shear for the Operations of Sunny's. Alderman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1283 approved.

OTHER MATTERS BEFORE THE BOARD

21. Public Comment

None

22. Appointment

The Mayor will nominate Dennis Kathcart re-appointment to the Planning and Zoning Commission, and the Board will vote:

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Dennis Kathcart re-appointed member of the Planning and Zoning Commission.

The Mayor will nominate Billy Muessig re-appointment to the Planning and Zoning Commission, and the Board will vote:

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Billy Muessig re-appointed member of the Planning and Zoning Commission.

The Mayor will nominate Stephen Langley re-appointment to the Economic Development Committee, and the Board will vote:

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Stephen Langley re-appointed member of the Economic Development Committee.

The Mayor will nominate Pat Luce appointment to the Economic Development Committee, and the Board will vote:

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Pat Luce appointed member of the Economic Development Committee.

23. New Business from the Floor

None.

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

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

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to the Executive Session at 7:22 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1284 – 2024 Agreement with Mid America Regional Council (MARC) for the Household Hazardous Waste (HHW) Collection Program

REQUESTED BOARD ACTION:

A motion to approve Resolution 1284, authorizing and directing the Mayor to enter into an agreement with Mid-America Regional Council for participating in the Regional Household Hazardous Waste program for 2024.

SUMMARY:

Since 2002 the City has participated in the household hazardous waste collection program coordinated by MARC. This program allows residents to safely dispose of household hazardous waste, including: automotive by-products, cleaners, paint products, solvents, chemicals, acids and alkalis, etc. at no cost. Residents can go to any mobile outreach, or the permanent sites in Kansas City or Lee's Summit.

In order to provide residents with a responsible way to dispose of household hazardous waste, the participating cities, along with a grant from Missouri Department of Natural Resources, pay a per-capita fee. The 2024 fee is 1.13 per-capita using 2022 population estimates. Smithville's 2023 contribution of \$12,037.89 is based on an estimated population of 10,653.

PREVIOUS ACTION:

Participation in the 2023 HHW Program was approved by the Board of Aldermen on December 20, 2022.

Participation in the 2022 HHW Program was approved by the Board of Aldermen on October 19, 2021.

POLICY OBJECTIVE:

N/A

FINANCIAL CONSIDERATIONS:

The FY24 budget includes funds for this expenditure.

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: Agreement | |

RESOLUTION 1284

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL TO PARTICIPATE IN THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM FOR 2024

WHEREAS, the Mid-America Regional Council (MARC) has established a Household Hazardous Waste (HHW) collection program; and

WHEREAS, there are currently no affordable options available to Smithville residents to dispose of their household hazardous waste (including automotive by-products, cleaners, paint products, solvents, chemicals, acids & alkalis, etc.); and

WHEREAS, the improper disposal of HHW creates a significant risk to the environment and the water supply of the residents of Smithville; and

WHEREAS, the HHW program provides for the safe disposal of hazardous material by residents at a lower cost than any other available option; and

WHEREAS, participation in the HHW program allows residents several options of disposing of their household hazardous waste to include the use of the Lee's Summit facility, Kansas City facility, and/or other mobile HHW outreach sites, between January and December of 2024.

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

THAT the Mayor of the City of Smithville is hereby authorized and directed to enter in an agreement with the Mid-American Regional Council (MARC) for participating in the 2024 Regional Household Hazardous Waste Program in an amount not to exceed \$12,037.89.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this 6th day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

2024

Intergovernmental Agreement between the MARC Solid Waste Management District and Smithville, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Smithville, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Smithville, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2024**.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV Duties of Participating Member

- A. *Fees.* **Smithville, Missouri** agrees to pay the sum of **\$12,037.89** to participate in the 2024 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.13 applied to 2022 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.
- B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2024. No pro ration of fees is applicable under this agreement.

- C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V Services Provided by the SWMD

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date: 11/6/2023

Doug Wylie, Chair

_____ Damien Boley
Print Name

_____ Mayor
Print Title



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1285, Agreement with Mid-Continent Public Library (MCPL) for Outreach Services at Smithville Senior Center

REQUESTED BOARD ACTION:

A motion to approve Resolution 1285, authorizing and directing the Mayor to enter into an agreement with Mid-Continent Public Library for the purpose of providing outreach services at the Smithville Senior Center.

SUMMARY:

MCPL provides one visit to Smithville Senior Center every two months to offer programs and events. Mid-Continent Public Library (MCPL) and the City would like to continue the visits to the Smithville Senior Center. Mid-Continent Public Library (MCPL) will provide a survey at the end of each annual agreement to make any changes necessary.

The City has been prepared for all visits, provide leadership and completed the survey. This is at no cost to the City.

PREVIOUS ACTION:

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input 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 1285

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MID-CONTINENT PUBLIC LIBRARY FOR THE PURPOSE OF PROVIDING OUTREACH SERVICES AT THE SMITHVILLE SENIOR CENTER

WHEREAS, the City of Smithville has the desire to provide outreach services at the Smithville Senior Center; and,

WHEREAS, Mid-Continent Public Library is able to provide outreach services at the Smithville Senior Center at no cost; and,

WHEREAS, the City and Mid-Continent Public Library desire to enter into an agreement for Mid-Continent Public Library to provide outreach services at the Smithville Senior Center.

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

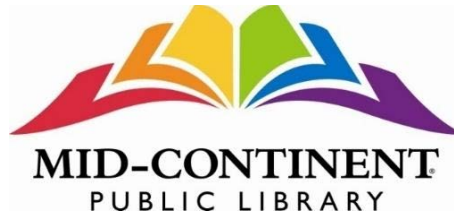
THAT the Board authorizes the Mayor to sign the agreement with Mid-Continent Public Library to provide outreach services at the Smithville Senior Center.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of November, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Outreach Service Agreement

10-04-2023

Smithville Branch
Mid-Continent Public Library

Alex Threlkeld
Smithville Parks and Recreation – Senior Center
113 W. Main Street
Smithville, MO 64089

Re: Outreach Services for Smithville Senior Center

Dear Alex:

Mid-Continent Public Library (MCPL) offers this service agreement confirming and outlining the mutual interest to enter into a collaboration between Mid-Continent Public Library (MCPL) and Smithville Parks and Recreation – Senior Center, referred to as the “Parties” in this document, to provide off site outreach services, is further detailed below in the Agreement Terms.

Agreement Terms

Mid-Continent Public Library Agrees To:

- Provide 1 visit to Smithville Senior Center every 2 months. Missed programs or events will be rescheduled when possible, based on availability Library staff and Library resources.
- Provide opportunities for feedback about the service by way of a comprehensive survey at the conclusion/renewal of the agreement.

Smithville Parks and Recreation – Senior Center Agrees To:

- Be prepared for each visit from MCPL.
- Have teachers, caregivers, or facility staff must remain in the room with MCPL staff.
- Complete an annual comprehensive survey pertaining to the services.

Duration

This agreement shall be effective upon signature of this Letter by authorized officials of both Parties until 10-01-2024, or until terminated by either party, whichever happens first. See termination below.

Termination

This agreement will be reviewed annually between the Parties to evaluate whether the off-site outreach services should be continued, modified, or stopped.

Either Party may terminate this agreement at any time by notifying the other Party's contact listed in this document with at minimum two (2) weeks' notice.

Changes to this Agreement

Changes to the terms of this agreement must be made in writing and mutually agreed to by the Parties with at minimum two (2) weeks' notice.

Parties' Contact Person and Contact Information

Contact Information for MCPL Representative:

Name: Adrienne Lucero

Phone: 816-532-0116

Email: alucero@mymcpl.org

Contact Information for Smithville Senior Center Representative:

Name: Alex Threlkeld

Phone: 816-532-8130

Email: athrelkeld@smithvillemo.org

Non-Obligation

This letter of intent does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party to this letter of intent. No such obligation shall be created, except by the execution of a separate written agreement between the Parties regarding the proposed transaction, and then only in accordance with the terms and conditions of such separate agreement.

By signing this agreement below, both Parties agree to the terms and conditions of this agreement to fulfill the off-site outreach services.

Sincerely,

By: Adrienne Lucero
Title: Branch Manager

Return a signed original of this Letter of Intent to my attention at the following address:

120 Richardson St.
Smithville, MO 64089

ACCEPTED AND AGREED

Smithville Parks and Recreation – Senior Center

Authorized Official Name: Damien Boley

Authorized Official Title: Mayor



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1286, Approval of a contract with Clay County Senior Services for Grant Funding for Senior Services

REQUESTED BOARD ACTION:

A motion to approve Resolution 1286, authorizing and directing the Mayor to enter into an agreement with Clay County Senior Services for grant funding for the purpose of providing senior services.

SUMMARY:

Clay County Senior Services has provided grant funding for Senior Center services to the City since 2013. The original agreement allocated a funding amount of \$250,000 from Clay County Senior Services on behalf of the Smithville Senior Citizen Center to be used towards the "renovations/rent" of the building. The Clay County Senior Services funding was provided in two \$125,000 payments received in October 2013 and April 2014. Since then, the City has resubmitted for grant funding each year to operations costs to cover lunches and senior center expenses. The grant does not cover insurance, utilities, repairs and maintenance to the building, WIFI, or janitorial services. In 2024 we were awarded \$ \$21,050.

In 2020 the City started offering Senior Fitness classes at the Senior Center after we were awarded a \$5,000 fitness grant from Clay County Senior Services. The City offers three classes a week in the morning. Currently, our Monday and Friday classes have seen an impressive turnout, with an average attendance of 25-30 members. In 2024 we were awarded \$8,000. The additional funding will primarily be allocated to cover the costs of class instructors, the procurement of necessary equipment and supplies, and fitness instructor pay increases.

In June 2023, City Officials, Senior Board Representatives, and Clay County Senior Services convened to enhance services for the elderly population in the City of Smithville. Following these discussions, it has been determined that it is in the community's best interest to appoint a part-time Senior Services Coordinator. This individual would play a pivotal role in various aspects including program development and management, community outreach, volunteer coordination, facility oversight, data collection and reporting, as well as advocacy and support. Both the community and the city concur that this position is essential to customize services, improve the quality of life for seniors, and serve as a valuable community asset. The Senior Services Coordinator will be supervised by the Parks and Recreation Department. Following these discussions, the City was approved to increase our grant with Clay County Senior Services for the 2024 season by \$25,000 to cover the cost of the part-time position.

In total, Clay County Senior Services is awarding the City \$54,050 for Senior Services. There is no match needed by the City.

The amounts agreed to are as follows:

-Smithville Senior Center	\$21,050
-Senior Services Coordinator	\$25,000
-Fitness Instructors/Equipment	\$ 8,000
Total:	\$54,050

PREVIOUS ACTION:

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1286

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CLAY COUNTY SENIOR SERVICES FOR GRANT FUNDING FOR THE PURPOSE OF PROVIDING SENIOR SERVICES

WHEREAS, the City of Smithville has a desire to provide senior services to community members; and,

WHEREAS, the ongoing need of the senior services programs can be fulfilled by grant funding through Clay County Senior Services; and,

WHEREAS, Clay County Senior Services can provide funding and resources to the City to be successful; and,

WHEREAS, the City and Clay County Senior Services desire to enter into an agreement for Clay County Senior Services to provide grant funding for senior services.

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

THAT the Board authorizes the Mayor to sign the agreement with Clay County Senior Services for grant funding for the purpose of providing senior services in the amount of \$54,050.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CONTRACT AGREEMENT

THIS AGREEMENT, effective as of **January 1, 2024** by and between **City of Smithville**, (hereinafter referred to as “Contractor”) and Clay County Senior Citizens’ Service Board Fund-DBA Clay County Senior Services, a governmental entity (hereinafter referred to as “CCSS”), with offices located at 4444 N. Bellevue, Suite 110, Gladstone, Missouri 64116.

WITNESSETH:

WHEREAS, the Board of Directors of CCSS has been duly appointed pursuant to R.S.Mo. 67.993 to control and manage the Senior Citizens Tax Fund and use said fund to provide programs to improve the health, nutrition, and quality of life of Clay county residents sixty years of age or older; and

WHEREAS, CCSS seeks to fulfill this purpose by contracting with independent providers of service to serve eligible recipients; and

WHEREAS, Contractor desires to assist CCSS in this endeavor; and

WHEREAS, Contractor warrants that it is capable and will provide the services included in this Agreement at an agreed upon rate.

NOW THEREFORE, the parties hereto agree as follows:

1. **Services of Contractor:** CCSS hereby agrees to engage Contractor and Contractor hereby agrees to perform the services as set forth in this agreement.
2. **Time of Performance:** The services of Contractor are to commence on January 1, 2024 and shall be completed by December 31, 2024 unless this Agreement is terminated pursuant to the terms of this Agreement as hereinafter provided.
3. **Scope and Location of Services:** Contractor shall provide and carry out to the satisfaction of CCSS the services related to the City of Smithville, as specified in the Contractor’s proposal and approved by CCSS as well as the specifications in this Agreement as described below:
 - A. **Smithville Senior Center**
 1. Support the operations of Smithville Senior Center three days per week;
 2. Provide recreation before and after meals including exercise and educational programs;
 3. Contractor agrees to notify the CCSS Executive Director in writing of all outreach activities to include but not be limited to senior center

events, classes and presentations so that CCSS can assist in making referrals;

4. Total compensation for this program shall not exceed **Twenty-One Thousand Fifty Dollars (\$21,050.00)**. A payment of **Five Thousand Two Hundred Sixty-Two Dollars and Fifty Cents (\$5,262.50)** shall be made to the Contractor by CCSS each quarter.

B. Senior Services Coordinator

1. To fund a part-time employee to develop and manage programs, perform community outreach, coordinate volunteers, provide facility oversight, perform data collection and reporting and to provide advocacy and support of older adults;
2. Contractor's staff shall be familiar with all of CCSS's programs to make appropriate referrals as necessary;
3. Contractor's staff shall be familiar with all of CCSS's programs to make appropriate referrals as necessary;
3. Total compensation for this program shall not exceed **Twenty-Five Thousand Dollars (\$25,000.00)**. A payment of **Six Thousand Two Hundred Fifty Dollars (\$6,250.00)** shall be made to the Contractor by CCSS each quarter, following the first date of employment.

C. Fitness Instructors and Class Equipment

1. To provide instructors for health, wellness and exercise programs to be provided through the Contractor's facility and as approved by CCSS.
 2. Total compensation for this program shall not exceed **Eight Thousand Dollars (\$8,000.00)** to reimburse the Contractor for "class instructors" who provide classes and instruction to Clay County seniors age 60 and older and equipment to execute these classes.
 - a) Contractor's invoice for reimbursement of instructor funds shall include the following information regarding these classes: Name of instructor, name of class provided, dates of classes, number of sessions held for each class, total number of participants, and amount paid to instructor.
 - b) Contractor's invoice for reimbursement of class equipment shall include the following information: Type of equipment and cost.
 - c) Contractor agrees to handle the collection of all registrations and fees.
 - d) Contractor agrees to prepare and provide invoices to CCSS on a quarterly basis. However, the final invoice shall be provided to CCSS no later than **December 10, 2024**.
4. **Compensation:** Contractor and CCSS expressly agree that in no event shall the total compensation and reimbursement paid hereunder exceed **Fifty-Four Thousand Fifty Dollars (\$54,050.00)** as set forth by Contractor's proposal and accepted by CCSS.

- A. For the Smithville Senior Center and Senior Services Coordinator, Contractor shall be paid one-fourth the total amount each quarter. CCSS shall initiate the first payment in January of the Contract year (with the exception of the Senior Services Coordinator, which shall be after first date of employment). Thereafter, each payment shall be made by CCSS upon receipt of an invoice and a quarterly report as prepared by the Contractor and submitted to CCSS. The 4th Quarter Report shall not include an invoice requesting funds.

1st Quarter Report due by April 10, 2024

2nd Quarter Report due by July 10, 2024

3rd Quarter Report due by October 10, 2024

4th Quarter Report & Year End Report due by January 10, 2025

- B. For the Fitness Instructors and Class Equipment Contractor agrees to prepare and provide invoices to CCSS on a quarterly basis. However, the final invoice shall be provided to CCSS no later than December 10, 2024.
1. Contractor shall be responsible for monitoring the total expenditures of the funds so as not to exceed the designated amount as allocated for the contract year.
 2. Contractor agrees to provide to CCSS information regarding any program promotional activities and events during the previous quarter with dates and locations along with copies of flyers, brochures, and articles provided. In addition, Contractor shall provide to CCSS five (5) copies of any printed information or materials the Contractor may develop regarding membership and/or exercise class opportunities for seniors at their facility.

C. The amounts agreed to are as follows:

<u>Program</u>	<u>Amount</u>
Smithville Senior Center	\$21,050.00
Senior Services Coordinator	\$25,000.00
<u>Fitness Instructors/Equipment</u>	\$ 8,000.00
Total	\$54,050.00

- 5. Promotional Material:** Contractor agrees that for any events related to the subject of this Contract Agreement it shall list CCSS as a partner or funder with CCSS's logo included on the promotional materials to include but not be limited to: flyers, brochures, catalogs, social media sites and websites.
- 6. License and Certification Requirements:** Contractor represents and shall warrant, it has current all the required applicable licenses and certifications or registrations as mandated by any state or local government body or board prior to the commencement of work as outlined in this Agreement.

7. **Indemnity/Insurance:** Contractor shall indemnify and hold harmless the officers, agents and employees of CCSS from and against any and all actions, claims, demands, costs which may be asserted or incurred by Contractor's failure to perform obligations under this agreement. Contractor agrees to maintain comprehensive general public liability insurance, personal injury liability, and broad form contractual liability, with minimum limits of coverage in the amount of not less than \$500,000.00 per occurrence and not less than \$1,000,000.00 annual aggregate limit. *Contractor shall provide a certificate as proof of such insurance to CCSS within fifteen days of execution of this agreement and, thereafter, maintain a current certificate with CCSS at all times.*
8. **W-9 Form:** The Contractor must provide CCSS a completed W-9 form with a correct and current Employer Identification Number (EIN) and current address; otherwise, CCSS is required to withhold 28 percent of all Contractor's earnings per IRS regulations. It is the Contractor's responsibility to provide to CCSS the W-9 Form to insure prompt payment. Once the Contractor has submitted a W-9 Form, CCSS will keep it on file. Contractor does not need to provide another W-9 form unless there is a change in the required information. It is the Contractor's responsibility to provide CCSS with an up-to-date W-9 form should any of the information change so that CCSS always has a current form on file.
9. **Abuse & Neglect Policy:** Contractor's staff and volunteers shall be trained to recognize situations of possible abuse, neglect, exploitation, or likelihood of serious physical harm involving older persons. Conditions or circumstances which place the older person or household in the likelihood of serious physical harm shall be immediately reported to the State Elder Abuse Hotline: 1-800-392-0210.
10. **Drug-Free Workplace:** The Contractor warrants that it is knowledgeable of and in compliance with the requirements of the Drug-Free Workplace Act.
11. **Quality Assurance & Grievance:** At least once a year, Contractor is required to survey its service recipients to determine their level of satisfaction with the services being provided. CCSS shall provide some survey questions under separate cover to be incorporated into the Contractor's survey to assist in the best measure of client satisfaction and feedback. Contractor shall summarize the survey results in writing and provide the summary to CCSS no later than September 1, of the contract year. Contractors shall establish written procedures which provide a system through which service recipients may present grievances concerning the operation of the service program and provide each service recipient with such written information regarding the availability of such procedures.
12. **Determination of Client Eligibility:** Contractor is responsible for determining that each client meets each program's specific eligibility criteria as established by CCSS.
13. **Required Reports and Invoices:** Contractor is required to provide an invoice and report on activities and each service provided as indicated in each provider's contract agreement. When applicable, CCSS shall provide the program report form that shall include the frequency of reports and the due date of each report and invoice.

14. **Unused Funds:** At the end of the contract period, the Contractor may be required to return to CCSS all unused funds. In the event of termination of the contract by either party, the Contractor shall be required to return all unused funds and repay any funds that may not have been expended in accordance with this Agreement.
15. **Project Manager:** Contractor shall name a Project Manager who shall represent Contractor in the performance of this Agreement. Contractor shall notify CCSS of such Project Manager's name within thirty (30) days of the beginning of the contract period, or in the event of a change of Project Manager, CCSS shall be notified immediately.
16. **Subcontracts:** None of the service work covered by this Agreement shall be subcontracted by Contractor without the prior knowledge and written approval of CCSS. Contractors approved to provide subcontract services under this Agreement shall furnish CCSS within ten (10) days of the execution of this Agreement, a current list of all subcontractors and any changes made thereto. Subcontractors must incorporate applicable requirements set forth in this Agreement.
17. **Governing Law:** This Agreement shall be governed and interpreted according to the laws of the State of Missouri.
18. **Attorney Fees:** Should any litigation be commenced between the parties concerning this Agreement or either party's performance under this Agreement, or the rights and duties of the parties involved, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover a reasonable sum for reimbursement of attorney fees which shall be determined by the court in such litigation. A separate action may be brought for that purpose.
19. **Non-Discriminatory Policy:** Contractor shall not, with respect to its own employment practices or the provision of its services, in any way directly or indirectly discriminate against any person because of age, race, color, national origin, citizenship, disability, gender, gender identity or expression, sexual orientation, military status, religious creed or any other characteristic or status protected by law. Contractor agrees that it will comply with all applicable civil rights laws.
20. **Notice of Termination:** Either party may terminate this Agreement by providing notification of termination. Notification of termination shall be provided in writing and must be mailed at least ninety (90) days in advance of the intended termination date and served by certified mail to the business address set forth below.
21. **Right to Cure:** In the event the Contractor is not performing the required services in an appropriate manner and in accordance with this Agreement, then CCSS shall provide notice to the Contractor with a thirty (30) day right-to-cure. If the Contractor does not correct its action(s) within the thirty (30) days, CCSS's may immediately terminate the contract. Furthermore, if the Contractor fails, refuses or neglects to comply with the provisions of this Agreement then such failure may be deemed a total breach of this contract and this contract may be immediately terminated, canceled, or suspended in whole or in part without providing the Contractor a right to cure, should the Contractor fail to maintain applicable licenses and

22. **Notices:** All notices provided herein shall be in written form, either delivered personally or by certified mail, return receipt requested; to the last known address of the party to who notice is directed. Notice shall be deemed effective three (3) days following the date of mailing.
23. **Miscellaneous:** This Agreement and its attached exhibits represent the entire agreement of the parties hereto and supersedes all prior understandings and agreements, oral and written, regarding the subject matter hereof. This Agreement may not be amended except by written agreement signed by both parties hereto.
24. **Assignment:** Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
25. **Execution:** This Agreement may be executed in counterparts (including, without limitation, by facsimile, electronic or digital signature), each of which shall be deemed an original and all of which, collectively, shall constitute one original document. A party signing by facsimile, electronic or digital signature shall forward to the other party the original execution page if requested by the other party.

Page 6 of 6



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Police

AGENDA ITEM: Resolution 1287 – Approval of the Ray County Cyber Crimes Task Force Memorandum of Understanding

REQUESTED BOARD ACTION:

A motion to approve Resolution 1287, authorizing and directing the Mayor to enter into a Memorandum of Understanding (MOU) with Ray County Cyber Crimes Task Force for the shared use of a police records management system.

SUMMARY:

In early 2023 the Western Missouri Cyber Crimes Task Force began the process of disbanding. This task force was formed in 2011 and covered 27 of Missouri's 114 counties, covering a geographic area of more than 15,000 square miles, and included approximately 26% of the state's population, to include the Smithville area. With the dissolution of this task force, municipalities like Smithville are left to handle these unique cases on their own.

The Ray County Cyber Crimes Taskforce includes Ray, Clay, Carroll, Caldwell, Lafayette, Livingston, and Pettis counties including the municipalities within each county. Agencies will primarily work cases within their jurisdiction but will provide support to taskforce agencies as needed. This is very similar to how our existing Clay County Investigative Squad works.

Detectives have already begun training and are receiving Smithville cases. We have also received equipment from the Internet Crimes Against Children Task Force in St. Charles County.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Minimal impact is expected.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1287

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE RAY COUNTY CYBER CRIMES TASK FORCE FOR THE SHARED USE OF A POLICE RECORDS MANAGEMENT SYSTEM

WHEREAS, the Ray County Cyber Crimes Task Force is comprised of Ray, Clay, Carroll, Caldwell, Lafayette, Livingston, and Pettis counties including the municipalities within each county; and

WHEREAS, Chapter 70, Sections 220 through 325 of the Revised Statutes of Missouri, as amended, permit political subdivisions to enter into joint agreements for a public purpose; and

WHEREAS, the City of Smithville wishes to participate in the above-mentioned taskforce; and

WHEREAS, the Western Missouri Cyber Crimes Task Force has disbanded; and

WHEREAS, entering into this agreement is in the best interests of the City of Smithville.

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

**THAT THE MAYOR BE AUTHORIZED TO EXECUTE THE ATTACHED
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE
RAY COUNTY CYBER CRIMES TASK FORCE.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Scott Childers, Sheriff RAY COUNTY

200 WEST 9th STREET • HENRIETTA, MISSOURI 64036
PHONE (816) 290-5323 • FAX (816) 290-5548 • www.raycountysheriff.com



Memorandum of Understanding

THIS RAY COUNTY CYBER CRIME TASK FORCE MEMORANDUM OF UNDERSTANDING is made and entered into as of the Effective Date, as defined herein, by Ray County, Missouri ("County") and the Ray County Cyber Crime Unit ("RCCCU"), and the Smithville Police Department Office ("Agency").

WITNESSETH:

WHEREAS, the Ray County Cyber Crime Task Force has been fully operational since 2023. The unit serves Ray, Clay, Carroll, Caldwell, Lafayette, Livingston and Pettis counties including the municipalities within each county; and

WHEREAS, Chapter 70, Sections 220 through 325 of the Revised Statutes of Missouri, as amended, permit political subdivisions to enter into joint agreements for a public purpose; and

WHEREAS, this Memorandum of Understanding establishes the services that are provided by the Ray County Cyber Crime Task Force to the political subdivisions located within the unit; and

WHEREAS, the Chief Executive Officer and Chief Law Enforcement Officer of each of the undersigned Political Subdivisions and the County Executive and Chief of Police of the City have each been authorized through order or ordinance of their respective governing bodies to enter into this Memorandum of Understanding under the terms more specifically set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Parties

This agreement and its contents are entered into between RCCCU and Agency, a law enforcement agency participating in or submitting cases to the regional multi-jurisdictional Ray County Cyber Crime Task Force.

2. Overview / Mission Statement

The goal of RCCCU is to provide assistance to any agency within the criminal justice field with investigative and/or forensic assistance in the areas of computer, mobile devices and other Internet - related incidents. RCCCU and the members assigned to the Task Force shall render this assistance, be it investigative, informational, or testimony/prosecution, when requested in a timely and professional manner.



Scott Childers, Sheriff RAY COUNTY

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The RCCCU is affiliated with the Missouri Internet Crimes Against Children Task Force ("MOICAC") which has a mission to apprehend and prosecute Internet sexual predators who exploit children through the use of computer technology.

3. Purpose

The purpose of this Memorandum is to define the responsibilities of RCCCU and any participating law enforcement agency.

4. Services to Be Provided

The RCCCU was created with the purpose of providing assistance to any requesting law enforcement agency in the fields of digital forensic and Internet investigations. The assigned members shall provide assistance not only with forensic analysis, but investigative assistance and, if needed, assistance in the creation of subpoenas and search warrants.

5. Operations

The RCCCU Lab shall accept cases or provide assistance to agencies in the Missouri counties of Ray, Clay, Carroll, Caldwell, Lafayette, Livingston and Pettis, unless the situation necessitates otherwise, or the Unit director requests that a case or request be forwarded to another lab.

Agencies submitting cases for examination shall provide the RCCCU with the following items:

1. Request for Service Form
2. Consent to Search Form or Search Warrant
3. Copy of the Incident Report or a Summary Report
4. Contact Information for the Assigned Case Agent

All items are to be submitted through the evidence custodian for the Ray County Sheriff's Office

6. Records Retention and Confidentiality

Members of RCCCU will create records and reports for services provided under this Agreement pursuant to Ray County Sheriff's Office Policy for criminal investigations. It is understood that any information pertaining to investigations and forensics analysis conducted by RCCCU will be held in the strictest confidence. The information will only be shared with the requesting agency, local and federal prosecution, other participating forensic units and the ICAC Task Force, of which RCCCU is a participating agency.

7. Financial Agreements

No payment shall be required from the Agency for the services provided by the RCCCU under this Agreement.



Scott Childers, Sheriff RAY COUNTY

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8. Media requests

Any information regarding actions of RCCCU shall be disseminated through the RCCCU Command personnel or the designated law enforcement agency.

9. Legal Contingencies

It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Each party agrees to be responsible and assumes liability for its own actions and omissions and those of its officers and employees for any incident arising out of or in connection with this agreement, to the fullest extent required by the law.

10. Control of Employees

No employment relationship is created by this Agreement, and the County, RCCCU, and Agency agree to maintain control over its own personnel.

11. Use of Equipment and Facilities

RCCCU agrees to use its equipment and facilities in the performance of its duties under this Agreement, and Agency may request from the County or RCCCU use or benefit of additional equipment or facilities.

12. Review and Revision of the Agreement, If Needed

This agreement is subject to review and revision at the request of either party, if such party gives advance written notice to the other party. Upon receipt of the written notice, both parties agree to endeavor towards a mutually beneficial agreement.

13. Duration, Modification, and Termination

This agreement shall be binding, and all previous versions shall become ineffective, on date that the last authorized signature is affixed. This agreement may be terminated by either party in writing by providing written notice of the intent to terminate, and such termination is effective upon receipt of the notice. The Agreement may be modified in writing with the approval of both parties. The Agreement shall continue until such time the Agreement is terminated by either party as provided herein.



Scott Childers, Sheriff

RAY COUNTY

200 WEST 9th STREET • HENRIETTA, MISSOURI 64036
PHONE (816) 290-5323 • FAX (816) 290-5548 • www.raycountysheriff.com



RAY COUNTY Sheriff's Office:

Scott Childers
Sheriff
Ray County Sheriff's Office
Date:

RAY COUNTY

Billy Gaines
Presiding Commissioner, Ray County
Date:

Attest:

PARTICIPATING AGENCY:

Smithville Police Department
Agency Name

Signature

Jason Lockridge, Chief of Police
Printed Name, Title

Date: 08/30/2023

Attest:



Scott Childers, Sheriff

RAY COUNTY

200 WEST 9th STREET • HENRIETTA, MISSOURI 64036
PHONE (816) 290-5323 • FAX (816) 290-5548 • www.raycountysheriff.com



Damien Boley, Mayor

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1288, Approval of a contract with ComPsych for Employee Assistance Program services.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1288 authorizing and directing the Mayor to enter into an agreement with ComPsych for the purpose of providing Employee Assistance Program Services.

SUMMARY:

The City has provided an Employee Assistance Program (EAP) through ComPsych (also known as GuidanceResources) since December of 2022. The EAP provides up to six sessions of services to employees. Assistance includes personal counseling, family guidance, financial guidance, etc.

The agreement in 2022 was established under Midwest Public Risk. Since the City of Smithville does not utilize Midwest Public Risk Employee Benefit Program, the City needs a new agreement to establish an individual account with ComPsych. ComPsych will provide City employees and their dependents confidential support, resources and information for personal and work-life issues provided at no charge to the employee. This contract outlines costs to be \$1.37 per employee per month, or \$16.44 per employee per year. ComPsych also provides one additional session free of charge for a total of six sessions available per employee per issue. There is no change in the amount per employee. Compsych also offers one training per year for the organization.

Staff recommends that the effective date of the contract be December 1, 2023 to coincide with the start of the benefit year.

PREVIOUS ACTION:

Approved Resolution 1132 to enter into an agreement with ComPsych.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

A projected \$1,068.60 annually, based on number of employees.

ATTACHMENTS:

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

RESOLUTION 1288

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH COMPSYCH FOR THE PURPOSE OF PROVIDING EMPLOYEE ASSISTANCE PROGRAM SERVICES

WHEREAS, the City of Smithville has the responsibility to provide an Employee Assistance Program to City employees; and,

WHEREAS, the ongoing need of the Employee Assistance Program services are able to be fulfilled by ComPsych Guidance Resources; and,

WHEREAS, ComPsych is able to provide confidential counseling, work life solutions, legal support, financial support and online resources; and,

WHEREAS, the City and ComPsych desire to enter into an agreement for ComPsych to provide Employee Assistance Program services to City employees.

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

THAT the Board authorizes the Mayor to sign the agreement with ComPsych for the purpose of providing an Employee Assistance Program.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of November, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



AGREEMENT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding ComPsych Corporation's (hereinafter referred to as "ComPsych") delivery of a GuidanceResources Program (a "Program") to employees and dependents ("Participants") of City of Smithville, MO (hereinafter referred to as "Client") to begin October 17, 2023 ("Commencement Date"). This Agreement also refers to ComPsych and Client individually as "Party" and collectively as the "Parties."

- 1. Term:** Initial term of five (5) years for the delivery of a Program to Client. After the expiration of the initial term (October 16, 2028), this Agreement shall automatically renew for successive one (1) year periods unless either Party shall deliver to the other Party written notice of non-renewal not less than one hundred and twenty (120) days prior to the expiration of the initial term or any applicable renewal term.

In the event that ComPsych fails to perform any material Service required to be performed by ComPsych hereunder, and such failure shall not be cured by ComPsych within ninety (90) days following the delivery of written notice by Client to ComPsych setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such ninety (90) day period.

- 2. Fees:**

- (A) Client agrees to pay ComPsych a fee of \$1.37 per employee per month. Client represents that as of the Commencement Date it has approximately 65 employees located in the United States. Client agrees to provide ComPsych with annually updated employee counts. Fees to be paid by Client to ComPsych shall be adjusted to reflect the updated employee counts. Payment for the Program is due on an annual basis beginning on the Commencement Date and thereafter on or before each one (1) year anniversary of the Commencement Date. In the event that any payment due ComPsych hereunder is not received by ComPsych from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed one and one half percent (1.5%) for each month the installment remains unpaid or the maximum amount allowed by law, in addition to attorney's fees and other costs and expenses incurred by ComPsych to collect any amounts due hereunder. ComPsych reserves the right to amend its fees in the event of any changes to Client's benefit plan or in the event of any other program or administrative changes due to state or federal law.
- (B) Critical incident stress management ("CISM") Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any CISM time and travel time will be billed at a rate of \$225.00 per hour plus related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (C) Training Services will be provided at no charge until such time as the block of hours described in Section 3 of Schedule I is exhausted. Once such block of hours is exhausted, any training time will be billed at a rate of \$150.00 per hour plus travel and related expenses. ComPsych shall invoice Client and Client agrees to pay ComPsych within thirty (30) days after its receipt of each invoice.
- (D) Client must give ComPsych at least five (5) days advance notice if it wishes to cancel any scheduled training, on-site intervention or other on-site Service or else the applicable hourly fee set forth in Sections 2(B) and 2(C) will apply or training/CISM hours will be reduced, as the case may be.

- 3. Exclusivity:** During the term of this Agreement, Client warrants that ComPsych shall be the exclusive provider of the Program under this Agreement to all employees of Client, and that all such employees shall be covered under this Agreement.

4. **Services:** The Program shall include those services described on Schedule I attached hereto (“Services”). Client agrees that any and all communications disseminated by Client to Participants regarding the Services to be rendered by ComPsych hereunder shall accurately reflect the terms hereof and comply with such guidelines as may be established, from time to time, by ComPsych. Frequency and method of distribution of promotional communications shall be mutually agreed upon by the Parties.
5. **Plan Administration:** Client, as the Plan Administrator, shall retain all final authority for benefit eligibility. Client will, at its cost, distribute all notices required by the Health Insurance Portability and Accountability Act (HIPAA).
6. **Force Majeure:** No failure, delay or default in performance of any obligation of ComPsych shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of ComPsych, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.
7. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.
8. **Billing Contact Information:** Client agrees to provide ComPsych with current and updated billing contact information.

Client Billing Contact: Gina Pate

Address: 107 W Main Street
Smithville MO, 64089

Phone number: 816-532-3897

Email address: gpate@smithvillemo.org

9. **Taxes:** All fees quoted and payable under this Agreement exclude taxes. Client will pay or reimburse ComPsych for all applicable sales, services and other taxes (excluding taxes on ComPsych’s net income) that may be levied upon the performance of Services under this Agreement.
10. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
11. **Facsimile or Scan/Counterparts:** Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a Party’s execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
12. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid or unenforceable to the extent of its illegality, invalidity or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity or unenforceability of such provision in that jurisdiction will not affect the legality, validity or enforceability of such provision or any other provisions of this Agreement in any other jurisdiction.
13. **Relationship of the Parties:** ComPsych and Client agree that ComPsych is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.
14. **No Third Party Beneficiaries:** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Client and ComPsych any rights, remedies, obligations, or liabilities whatsoever, whether in contract, statute, tort (such as negligence) or otherwise, and no person or entity shall be deemed a third-Party beneficiary under or by reason of this Agreement.
15. **Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State of Illinois, without regard to its conflict of laws rules.

16. Clause Headings: The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

17. Entire Agreement: This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge acceptance of these terms.

ComPsych Corporation

By:

By: _____

Its: _____

Date: _____

City of Smithville, MO

By: _____

By: Damien Boley

Its: Mayor

Date: November 6, 2023

SCHEDULE I
GUIDANCERESOURCES®
COVERED SERVICES

1. **Account Management:** Client will be assigned an account manager who will serve as the contact person and provide Client with reports and feedback on the Program.
2. **Management Report:** ComPsych will prepare and provide to Client customary statistical management reports, without disclosure of the identity of any Participant utilizing the Services.
3. **Training/CISM:** Provide Client with up to one (1) hour of a combination of the following types of Services per contract year: 1) employee/supervisor orientation sessions (in-person or via Webinar), 2) personal development workshops, 3) health/enrollment fairs, and 4) CISM Services. Each training session will be a minimum of thirty (30) minutes in length and same-day training sessions must run consecutively, unless otherwise mutually agreed upon. Training must be scheduled thirty days in advance. The date and time of any CISM Services shall be mutually agreed upon by Client and ComPsych.
4. **Program Promotion:** ComPsych will provide customary promotional materials announcing and explaining the Program to Client employees.
5. **Service Access:** Toll free telephone line access to guidance consultants.
6. **Assessment, Counseling and Referral:** Assess the presenting problem of each Participant requesting counseling Services and provide a maximum of six (6) sessions per presenting problem if such problem is determined by ComPsych to be resolvable within the above number of sessions (In California a maximum of three sessions in a six month period with additional sessions for acute emergencies, consultations after referral or re-referral, or a consultation due to a management or union request for information or assessment regarding work performance issues). If the Participant's presenting problem is determined not to be resolvable in the above number of sessions, the Participant will be referred for alternative Services after assessment.
7. **Supervisor Consultation:** ComPsych professionals are available to provide technical support and policy-based information to supervisors and managers of Client.
8. **LegalConnect®:** Provide Client Participants with telephonic legal information and local referral upon request. If a local referral is requested, the Participant shall be entitled to a free thirty minute consultation and thereafter a 25% reduction in the attorney's customary rates. However, ComPsych does not guarantee the availability of discounted fees in certain rural areas. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to retain such resource. ComPsych does not assume any liability with regard to the Services performed by any resource.
9. **FinancialConnect®:** Provide Client Participants with telephonic financial information regarding their personal finances and related issues.

10. FamilySource®: Provide Client Participants with child and/or elder care resources in the Participant's community. In addition, provide information on automobile purchases, relocation, pet Services and apartment shopping. ComPsych does not control and is not responsible for the quality of Services rendered by resources nor does ComPsych review or monitor their activities. A referral by ComPsych to a resource is not a recommendation, approval or representation by ComPsych regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities. The decision as to whether or not to utilize a resource identified by ComPsych shall rest solely with the Participant who has the sole and independent obligation to decide whether or not to contract with or otherwise retain or employ such resource. ComPsych does not assume any liability with regard to the Services performed by any resource. FamilySource Services are defined as individual Participant requests that are completed by providing information and, if applicable, local referrals based on a Participant's specific criteria. Any requests by Client for information to be used as a company "directory" or "guide," such as multi-state, multi-county, or multi-zip code searches, are outside the scope of FamilySource Services and development of such directories or guides will be billed at a rate of \$125/hour.

11. GuidanceResources® Online: Online (via www.guidanceresources.com) information, resources, tools and other features on topics such as health & wellness, law & regulations, family & relationships, work & education, money & investments, consumer & leisure and home & auto.



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1289, Authorizing Change Order No. 1 for the ERP Pro 10 Personnel and Financial Management Software Migration

REQUESTED BOARD ACTION:

A motion to approve Resolution 1289, approving Change Order No. 1 in the amount of \$9,070 for the ERP Pro 10 Personnel and Financial Management Software Migration.

SUMMARY:

The City of Smithville currently uses Tyler Technologies Enterprise Resource Planning (ERP) Version 9 software to manage the day-to-day finance, human resources, utility billing, and development (licensing & permitting) activities of the City. Beginning in 2022, with the approval of the FY2023 Budget, the City began coordinating efforts to migration to ERP Pro Version 10. The City is beginning the configuration and migration process mid-November of 2023 and the migration is scheduled through the Spring of 2024.

During the review process, Tyler Technologies informed staff of their Tyler Content Manager (TCM) Module. TCM would add the following functionality with the ERP Pro 10 Upgrade.

- **Accounts Receivable:** TCM provides the ability to upload and digitally store remittance and receivable documents. This lets you go back and access remittance that might have otherwise been destroyed within three years with the document retention standards the City has.
- **Utility Billing:** Ability to store utility applications, senior discounts applications, driver license and account documentation.
- **Call Center/Code Enforcement:** Inspector can take photos from the field using the new Mobile App, which will automatically store the photos on the incident itself and will no longer need to manage the documents or print them out for the file(s). It eliminates several redundancies related to these pictures. The customizable forms feature will also help us to modify our notifications more readily.
- **Building Projects/Permitting:** Inspectors can photograph failures and save them on the permit file directly. The builders will be able to get these with the failure notification/inspection result email that will be sent from the new Mobile App. The forms feature will also be easier to manage.

- **Business Licensing:** Not only will staff be able to scan or enter documents (Certificates of Insurance, Master licenses) but using the customizable forms you can allow applications to be submitted online, including uploading the licenses and insurance documents.
- **HR & Personnel:** Ability to store employee files electronically, provides redaction capabilities / lock-down documents, works directly with Employee Self Service Portal (Included with ERP 10) and will allow employees to view W-2 documents and past pay stubs.

In order to add this feature the first year of implementation is estimated to be \$9,070.

- Total Tyler Services: \$4,890
 - This is an estimate, the City would be billed as incurred for set-up and training.
- Total SaaS: \$4,180
 - Annual ongoing cost for the TCM module.

PREVIOUS ACTION:

The City approved \$60,000 for the entire migration to ERP Pro 10. The quoted cost for the migration of the personnel and financial management modules is \$42,270. These expenses have been approved for expenditure in the FY2023 Budget.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

Estimated total cost for FY2024 \$9,070. Ongoing cost of \$4,180 in future budgets.

ATTACHMENTS:

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

RESOLUTION 1289

A RESOLUTION APPROVING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$9,070 FOR THE ERP PRO 10 PERSONNEL AND FINANCIAL MANAGEMENT SOFTWARE MIGRATION

WHEREAS, on August 28, 2023, the Board approved Resolution 1253 approving the ERP Pro 10 Personnel & Financial Management Migration; and

WHEREAS, it is advantageous to the City to add Tyler Content Management Core in the migration to update financial, personnel, utility billing, and permitting processes.

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

THAT, the Change Order in the amount of \$9,070 to include the implementation of Tyler Content Management Core ERP Pro 10 by Tyler Technologies is approved.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Sales Quotation For:

City of Smithville
 107 W Main St
 Smithville MO 64089-9384
 Stephen Larson
 +1 (816) 592-9018
 slarson@smithvillemo.org

Quoted By:

Lori Dudley

Quote Expiration:

11/16/23

Quote Name:

TCM Core

Tyler Annual Software – SaaS	
Description	Annual
Tyler One	
Content Manager Suite	
Core	\$ 4,180
TOTAL:	\$ 4,180

Services		
Description	Hours/Units	Extended Price
Content Manager Suite		
Professional Services	32	\$ 4,640
Other Services		
Project Management	1	\$ 250

	TOTAL:	\$ 4,890
Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 4,180
Total Tyler Services	\$ 4,890	
Summary Total	\$ 4,890	\$ 4,180
Contract Total	\$ 9,070	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:
<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

Tyler Content Manager



FEATURES

Electronically capture, manage, and retrieve all of your documents with ease.



INTEGRATION

TCM is closely integrated with many other Tyler products, providing a seamless connection for viewing and creating content.



OPTIONS

Tyler offers two versions of TCM to meet your agency's unique document storage needs: Standard and Enterprise Editions.

INTEGRATED CONTENT MANAGEMENT PROMOTES EFFICIENCY AND TRANSPARENCY

Your time and office space are valuable. That's why you need innovative solutions to maximize your document storage and meet your management needs. Whether you're ready to lessen the paper shuffle or eliminate paper storage altogether, Tyler Content Manager™ (TCM) is an industry-leading solution that helps bring your physical document storage system into the digital age. Now you can electronically capture, manage, and retrieve all of your documents with Tyler's TCM. Flexibly built with options to meet any agency's needs, TCM handles all of your document management challenges with ease, precision, and an eye on your bottom line.

TCM is also closely integrated to many Tyler products, providing out of the box document types and a seamless connection for viewing and creating content directly tied to your business.

STANDARD EDITION

TCM Standard Edition (TCM SE) is ideal for clients wishing to store, manage, protect, and retrieve a wide range of documents for content related to the Tyler integrated products. TCM SE includes features such as our barcode recognition, full-text searching, mass scanning/importing functions, and much more.

- Captures and stores content and underlying metadata associated with each record to make advanced searches possible.
- Set security on individual documents and manually redact images, which will provide a high amount of control over the accessibility of documents and images.

Select the best edition of Tyler Content Manager for your agency's unique document storage needs:

TCM SE is an easy-to-deploy content management solution. Through the easy capture, storage, and retrieval of documents, it electronically manages and incorporates paper documents into your processes.

TCM EE includes all the TCM SE features but further expands those functions. It provides you with the ability to define custom document types and utilize workflow to support your specific business needs for content management beyond integrated Tyler products.

...continued on next page

- Integrated document retention schedules help you manage document inventory while meeting local mandates. It also creates an audit history of images and document related data.
- Provides exceptional search capabilities which gives you direct, broad-based access to all of your documents, rather than having to access them one by one.

ENTERPRISE EDITION

TCM Enterprise Edition (TCM EE) provides the same features as TCM SE, however, this platform expands TCM's useful functions outside of the Tyler solution and into your agency's complete daily workflow. TCM EE gives you the ability to capture, deliver, manage, and archive all of your documents on a broader basis, integrate third-party systems, and boost your return on investment.

TCM Enterprise Edition also provides you with the ability to define custom document types and utilize workflow to support your specific business needs for content management beyond integrated Tyler products. An employee onboarding module is included to facilitate routing and approval of employee forms that can be electronically signed. Tyler continues to assess TCM to develop new features and support your robust and varied business processes.

CAPTURE

FEATURE	DETAIL	SE	EE
Barcode recognition	Recognize TCM or third-party barcodes for automatic indexing and document grouping within the content capture feature.	●	●
Single record scan (TWAIN)	Scan documents directly to the TCM record from document explorer or the document viewer.	●	●
Capture and store documents in their native format	TIFF, PDF, text, image, MS Office®, etc.	●	●
Import utility	Mass import document data and electronic images.	●	●
Optical character recognition (OCR)	Capture text from attachments so users can search over all content stored in TCM. The OCR data will also provide quick indexing with extensive data, such as long addresses or names.	●	●
Content capture	Quickly scan or import content into TCM. Optionally update the documents from this view as soon as they are created.		●
Document type creator	Create custom document types, look ups, and search bins.		●
Employee onboarding	Deliver a touchless employee onboarding experience by eliminating paper-based processes and route electronic forms that allow new hires to fill out and sign their forms remotely before their first day of work. Data captured from the form will synch with the employee's ERP record, saving time creating new records.	●	●
Automatic indexing	Ability to extract metadata from an image into a field, reducing the manual labor required to index the info.	●	●
Automatic redaction	Ability to identify sensitive data and automatically place a redaction.	●	●

- Standard
● Optional
Not Available

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DELIVER

FEATURE	DETAIL	SE	EE
Email	Email document data and attachments directly from TCM.	●	●
Document extract utility	Mass export documents and images from TCM.	●	●

MANAGE

FEATURE	DETAIL	SE	EE
Document types and mappings	Preconfigured document types and mappings.	●	●
Security sync	Synchronize the standardized security roles from integrating Tyler applications to TCM.	●	●
Version management	Keep track of document versions, revisions, and new formats.	●	●
Annotations	Manually apply highlights, text stamps, sticky notes, and redactions to images stored in TCM.	●	●
Active directory integration	Integrate TCM security with your active directory via Tyler ID.	●	●
Retention	Provide document version control, full audit trail, restore options, comprehensive purge management, and set custom purge and retention schedules.	●	●
PDF-TIFF conversion utility	Convert PDF documents to TIFF images as content is imported into TCM.	●	●
Security	Control access to documents based on the document type, indexed field value, individual document level, and more.	●	●
Software updates	Easily patch and update management alongside other Tyler products through Tyler Deploy™.	●	●
Searching	Customize search criteria for better results using TCM filters. Search by keywords, phrases, full text of attachments (flat image files, MS Office documents, or text-based PDFs), and brief descriptions.	●	●
User access history	Identify the time and users that have viewed a document to ensure your organizations security.	●	●
Finalized documents	Set the document status to a read-only state when the document should no longer be editable.	●	●
Automatic date stamps	Select a date/time stamp to be added to images and documents stored in TCM.		●
Automatic text stamps	Customize text stamps to be added to images within TCM. The stamps can be added manually or automatically through workflow.		●
Workflow	Manage your business processes through customized workflows that meet your business needs.		●
Workflow status	Track the progress of a particular document's workflow status to identify stagnant tasks, resend emails, or view why a task was rejected.		●
Disaster Recovery	Tyler Disaster Recovery services will restore your latest data and images, and in most cases will have you up and running within hours of reporting a disaster.	●	●
Conversion services	Work with a consultant to convert data and images to TCM. Output reports provide balancing tools to ensure a complete and accurate conversion.	●	●
TCM self-service	Provide restricted access to specific content through TCM's public web interface.	●	●

STORE

FEATURE	DETAIL	SE	EE
Storage	Documents and images can be stored in the database or in the file system.	●	●
Web service API	Create intricate content management integrations between third-party applications and TCM.		●

- Standard
- Optional
- Not Available



City Administrator's Report

November 1, 2023

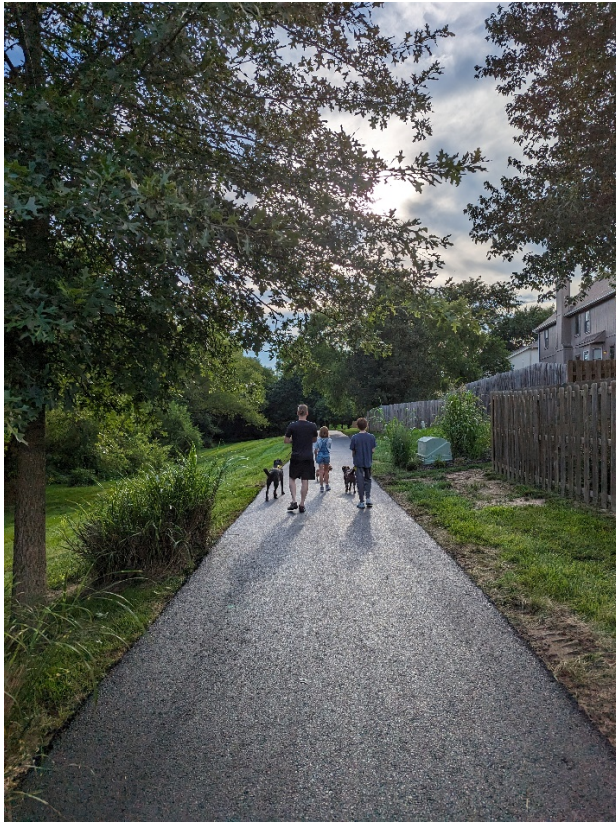
Neighborhood Beautification Grant 2023 Update

In the 2023 Neighborhood Beautification Grant round, Hills of Shannon was awarded \$13,360.00 to repair and reseal the neighborhood's walking trail. The trail is nearly 1/3 mile long, and follows along the woods, creek, and helps to provide access to the Hills of Shannon playground and recreational fishing pond. This project repaired a nearly 20 year old walking trail. The project included a two-inch asphalt overlay to increase the lifespan of the trail improvements. Before and after photos are below – what an improvement this project made!

Before (included in request submission):



After:



Haunted Campground

Smithville Haunted Campground is the largest event the Parks and Recreation Department puts on each year. This year's event took place on October 21, 2023, and the weather could not have been better. In 2022, we estimated just over 3,000 visitors, and this year we had just under 4,000 visitors! Our Haunted Campground Committee did a great job organizing the event and making it a resounding success. The committee has already met and deliberated on adjustments that will further enhance the event's future success next year.

Howl-O-Ween

Recreation Manager Alex Threlkeld and Recreation Coordinator Aspen Ryan took the initiative this year to partner with Clay County Parks and Recreation to organize a Howl-O-Ween event at the Clay County Dog Park for pet owners. This marked the first time we hosted this event and even with the cold temperatures, it turned out to be a tremendous success! Staff estimated that approximately 60-70 dogs came out and dressed up for the occasion.





Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Administration

AGENDA ITEM: Approve Bill No. 3012-23, An Ordinance approving the petition for establishment of the Fairview Crossing Community Improvement District - Second Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3012-23, an Ordinance approving the petition for establishment of the Fairview Crossing Community Improvement District (CID), establishing the district, and making findings and authorizing actions related to establishment of the 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.

This summer, a funding agreement between the City of Smithville and Kansas City Properties & Investments, LLC was approved in order to facilitate review of a proposed CID.

State statute outlines the process by which the Governing Body of any city, may establish a community improvement district, which begins with submission of a petition requesting formation of the district. A petition was filed on September 8, 2023. The Petition for Establishment of the Fairview Crossing Community Improvement District (the "Petition") meets the statutory requirements of a valid petition. All statutorily required notices were complied with. In conjunction with the establishment of a CID, the City must hold a public hearing.

The Petition provides that the CID will be governed by a Board of Directors (the "Board") comprised of five directors, four of which are property owner's representatives and one City representative. The initial Board is named in the Petition, but successor directors will be appointed by the Mayor with the consent of the Board of Aldermen. Further, revenues within the CID will be generated by a 1% sales tax to fund improvements within the District.

The District intends to fund all public improvements and services, in accordance with the CID Act. These include site work and grading for the public improvements, stormwater improvements, public parking improvements, utility improvements, public right-of-way improvements, landscaping, lawns and trees in public areas. Estimated costs are initially estimated to be \$3,240,000.

A map of the CID is included as Exhibit B of the Petition.

The City's Economic Development Policy recommends a 20-year limit on CID terms and outlines a preference that the CID Board be Developer-controlled with City representation. The petition submitted by the development team requests the statutory maximum term of 27 years. The petition complies with the recommendation that the Board be developer controlled.

PREVIOUS ACTION:

Preliminary plat and conceptual plans were approved by both the Planning and Zoning Commission and Board of Aldermen this spring.

A Funding Agreement with Kansas City Properties & Investments, LLC was approved in July.

A public hearing was held earlier in this meeting.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

ATTACHMENTS:

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

AN ORDINANCE APPROVING THE PETITION FOR ESTABLISHMENT OF THE FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT, ESTABLISHING THE DISTRICT, AND MAKING FINDINGS AND AUTHORIZING ACTIONS RELATED TO ESTABLISHMENT OF THE DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorized the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Smithville, Missouri (the "City") is a fourth-class city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, property owners within the proposed community improvement district have filed with the Smithville City Clerk (the "City Clerk") a petition for the establishment of a community improvement district pursuant to the CID Act, entitled "Petition for Establishment of the Fairview Crossing Community Improvement District" (the "Petition") which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the Board of Aldermen and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the Fairview Crossing Community Improvement District (the "District") is entirely located within the City of Smithville; and

WHEREAS, on October 17, 2023, the Board of Aldermen held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the Petition to establish the District being fully heard before the Board of Aldermen, the Board of Aldermen now desires to approve the Petition, establish the District and take other actions related to establishment of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, as follows:

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all submission requirements of the CID Act.

SECTION 3. The Petition, as amended, a copy of which is attached hereto as **Exhibit A**, is hereby approved and the District is hereby established within the City as a political subdivision of the State of Missouri. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members. The initial directors shall be the persons named in the Petition, and successor directors shall be appointed by the Mayor with the consent of the Board of Aldermen.

SECTION 5. The District's Board of Directors shall have authority to establish a sales tax within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

SECTION 7. The District shall terminate twenty-seven (27) years after the effective date upon of this Ordinance.

SECTION 8. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") and the Missouri State Auditor the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

SECTION 9. Approval of the Petition and the District by this Ordinance is conditioned upon the District entering into a cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within six (6) months following the effective date of this Ordinance shall nullify

and render void the approvals granted in this Ordinance upon such declaration by the Board of Aldermen.

SECTION 10. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 11. It is hereby declared to be the intention of the Board of Aldermen that each and every part of this Ordinance shall be separate and severable from each and every other part. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts shall be in full force and effect.

SECTION 12. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 6th day of November, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 10/17/2023

Second Reading: 11/6/2023

EXHIBIT A
PETITION TO ESTABLISH DISTRICT

[Attached]

**PETITION FOR ESTABLISHMENT OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT
CITY OF SMITHVILLE, MISSOURI**

**PETITION FOR THE CREATION OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**

To the Mayor and City Board of Aldermen of the City of Smithville, Missouri:

The undersigned real property owner (the “Petitioner”), pursuant to RSMo Section 67.1421, being the owner of:

- (1) more than fifty percent (50%) by assessed value of the real property; and
- (2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described proposed community improvement district, does hereby petition and request that the City Board of Aldermen of the City of Smithville, Missouri create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the “CID Act”). In support of this petition, the Petitioner sets forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district (“CID” or “District”) is:

Fairview Crossing Community Improvement District.
2. Legal Description and Map. A legal description and map generally depicting the boundaries of the proposed District are attached hereto as **Exhibit A** and **Exhibit B**, respectively. The proposed district consists of 63.47 +/- acres and is located entirely within the City of Smithville, Missouri.
3. Five-Year Plan. A five-year plan as required by the CID Act is attached hereto as **Exhibit C** (the “Five Year Plan”).
4. Form of District. The proposed district will be established as a political subdivision of the State of Missouri under the CID Act.
5. Board of Directors.
 - a. Number. The District shall be governed by a Board of Directors (the “Board”) consisting of five (5) members, whom shall be appointed in accordance with this petition.
 - b. Qualifications. Each Member of the Board (“Director”) shall meet the following requirements:
 - (1) be at least 18 years of age;
 - (2) be and must declare to be either an owner of real property within the District (“Owner”) or an authorized representative of an Owner, an owner of a business operating within the District (“Operator”), or a registered voter (“Resident”) residing within the District, as provided in the CID Act;
 - (3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and
 - (4) except for the initial directors named in this Petition, be appointed according to a slate

submitted as described in this Petition.

c. Initial Directors. The initial directors (“Initial Directors”) and their respective terms shall be:

- i. Shane Crees - Owner’s Representative, four (4) year term
- ii. *Cory Fautsch - Owner’s Representative, four (4) year term
- iii. *Alicia Neth - Owner’s Representative, two (2) year term
- iv. Todd Nitsche - Owner’s Representative, two (2) year term
- v. Gina Pate – City’s Representative, two (2) year term

If there are no registered voters residing in the District on the date this Petition is filed with the City Clerk, at least one Director must be a resident of Smithville, Missouri that is registered to vote, has no financial interest in any real property or business within the District, and is not related (second degree blood or marriage) to any owner of real estate or any business in the CID. The Director(s) identified with an “*” above satisfy such additional qualification requirements.

d. Terms. Initial Directors shall serve for the term set forth above. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director’s failure to meet the qualification requirements set forth above, either in a Director’s individual capacity or in a Director’s representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Board of Aldermen by resolution. The Executive Director of the District may submit a proposed slate of successor directors to the City of Smithville, Missouri’s City Clerk (the “City Clerk”), which slate may be comprised of any individuals that meet the above-listed criteria in the discretion of the Executive Director. Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor for consideration by the City Board of Aldermen. The slate shall serve as a non-binding recommendation of persons to be appointed by the Mayor.

6. Assessed Value. The total assessed value of all real property in the District is \$143,000.

7. Duration of District. The proposed length of time for the existence of the District is twenty-seven (27) years from the date the ordinance establishing the District is approved. The District may be terminated prior to the end of such term in accordance with the provisions of the CID Act and this Petition, and said term shall not be extended unless a new petition is submitted and approved pursuant to the terms of the CID Act.

8. Real Property and Business License Taxes. The District will not have the power to impose a real property tax levy or business license taxes.

9. Special Assessments. The District will not have the power to impose special assessments.

10. Sales Tax. Qualified voters of the District may be asked to approve a sales tax of up to one percent (1%) (“District Sales Tax”), in accordance with the CID Act, to fund certain improvements within the District and/or to pay the costs of services provided by the District. Additional details about the District Sales Tax are set forth in the Five-Year Plan attached hereto as **Exhibit C**.
11. Borrowing Limits. Petitioner does not seek limitations on the borrowing capacity of the District.
12. Revenue Limits. Petitioner does not seek limitations on the revenue generation of the District.
13. Future Five Year Plans. The District shall submit future Five (5) Year Plans meeting the requirements of Section 1421.2(3)(d), RSMo (as amended or replaced from time to time) to the City for comment and review no earlier than 180 days and no later than 90 days prior to the expiration of each then-current Five (5) Year Plan.
14. Authority Limits. Petitioner does not seek limitations on the authority of the District, except as set forth in this Petition. The District will not fund any costs until a cooperative agreement is executed between the District, the City of Smithville and the developer of record for the project.
15. Right to Terminate. The property owners within the District shall have the right to petition the City Board of Aldermen to terminate the District at any time in accordance with the CID Act.
16. City Board of Aldermen Right to Audit. The City Board of Aldermen shall have the right to audit the books and records of the District at any time upon reasonable request.
17. **Revocation of Signatures. THE PETITIONER ACKNOWLEDGES THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**
18. Blight Determination. Petitioner is not seeking a determination that the District is a blighted area.

WHEREFORE, Petitioner respectfully requests that the City Board of Aldermen establish the requested Fairview Crossing Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the City Board of Aldermen consent to the proposed members for the Board of Directors as set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

**EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: KANSAS CITY PROPERTIES & INVESTMENTS, LLC

Owner's address: 13530 Mt. Olivet Road, Smithville, Missouri 64089

Owner's telephone number: (816) 719-9327

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: C. Shane Crees

Title: Managing Member

Signer's telephone number: (816) 719-9327

Signer's mailing address: P.O. Box 475, Smithville, Missouri 64089

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input type="checkbox"/>	Not-for-Profit Corporation	<input type="checkbox"/>	Other _____

Map and parcel number(s):

05917000700800 05917000700900

Total Assessed value:

\$140,730

**EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: KCPI 3, LLC

Owner's address: P.O. Box 475, Smithville, Missouri 64089

Owner's telephone number: (816) 719-9327

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: C. Shane Crees

Title: Manager

Signer's telephone number: (816) 719-9327

Signer's mailing address: P.O. Box 475, Smithville, Missouri 64089

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input type="checkbox"/>	Not-for-Profit Corporation	<input type="checkbox"/>	Other _____

Map and parcel number(s):

05917000700500

Total Assessed value:

\$2,140

**EXECUTION PAGES FOR PETITION FOR THE CREATION OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: KCPI 4, LLC

Owner's address: P.O. Box 475, Smithville, Missouri 64089

Owner's telephone number: (816) 719-9327

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: C. Shane Crees

Title: Manager

Signer's telephone number: (816) 719-9327

Signer's mailing address: P.O. Box 475, Smithville, Missouri 64089

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership	<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Urban Redevelopment Corporation
<input type="checkbox"/>	Not-for-Profit Corporation	<input type="checkbox"/>	Other _____

Map and parcel number(s):

05917000700600

Total Assessed value: \$130

[Signature follows on separate page.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately below.

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

By: C. Shane Crees
C. Shane Crees, Managing Member

Date: 8/31/2023

STATE OF Missouri)
COUNTY OF Clay) ss:

On this 31 day of August, 2023, before me appeared C. Shane Crees, to me personally known, who, being by me duly sworn did say that he is the Managing Member of KANSAS CITY PROPERTIES & INVESTMENTS, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said limited liability company acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 31 day of August, 2023.



HOLLY OLSEN
My Commission Expires
July 28, 2024
Clay County
Commission #20415269

Holly Olsen
Notary Public

My Commission Expires: 7/28/2024

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately below.

KCPI 3, LLC,
a Missouri limited liability company

By: 
C. Shane Crees, Manager

Date: 8/31/2023

STATE OF Missouri)
COUNTY OF Clay) ss:

On this 31 day of August, 2023, before me appeared C. Shane Crees, to me personally known, who, being by me duly sworn did say that he is the Manager of KCPI 3, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said limited liability company acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 31 day of August, 2023.



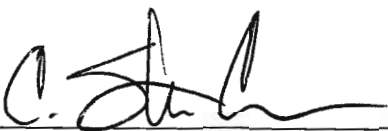
HOLLY OLSEN
My Commission Expires
July 28, 2024
Clay County
Commission #20415269


Notary Public

My Commission Expires: 7/28/2024

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately below.

KCPI 4, LLC,
a Missouri limited liability company

By: 
C. Shane Crees, Manager

Date: 8/31/2023

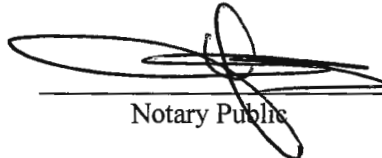
STATE OF Missouri)
COUNTY OF Clay) ss:

On this 31 day of August, 2023, before me appeared C. Shane Crees, to me personally known, who, being by me duly sworn did say that he is the Manager of KCPI 4, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company, and said limited liability company acknowledged said instrument to be the free act and deed of said entity.

WITNESS my hand and official seal this 31 day of August, 2023.



HOLLY OLSEN
My Commission Expires
July 28, 2024
Clay County
Commission #20415269


Notary Public

My Commission Expires: 7/28/2024

EXHIBIT A

Legal Description of the Fairview Crossing Community Improvement District

THE COMMUNITY IMPROVEMENT DISTRICT (CID) SHALL INCLUDE ALL THE LANDS WITHIN IN THE FOLLOWING DESCRIPTIONS AS FOLLOWS:

TRACT I

ALL LAND WITHIN THE RIGHT-OF-WAY OF U.S. 169 HIGHWAY FROM STATION 11+490 METERS (37+696.77 FEET) TO STATION 11+706.19 METERS (38+406.06 FEET), ALONG THE NORTH BOUND LANES, THE INTERSECTION OF U.S. 169 HIGHWAY AND NE 144TH STREET BEING AT STATION 11+706.19 METERS (38+406.06 FEET), AND STATION 11+490 METERS (37+696.77 FEET) BEING 216.19 METERS (709.28 FEET) NORTH OF THE INTERSECTION OF U.S. 169 HIGHWAY AND NE 144TH STREET. HIGHWAY STATIONING IS IN METERS PER MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY PLANS AND CONVERTED TO FEET FOR THE PURPOSES OF THIS DESCRIPTION.

TRACT II

A OF A STRIP OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF SMITHVILLE, COUNTY OF CLAY, STATE OF MISSOURI, BEING A PART OF A TRACT OF LAND DESCRIBED IN INSTRUMENT P 13158, IN BOOK 2893, AT PAGE 219, RECORDED SEPTEMBER 29, 1998, IN THE OFFICE OF THE CLAY COUNTY RECORDER OF DEEDS OFFICE, SAID STRIP OF LAND DESCRIBED BY PHILLIP JAMES SCHNITZ , PLS 2014020715 ON OCTOBER 28, 2022, AS FOLLOWS: BASIS OF BEARINGS IS SOUTH 00°57'10" WEST ALONG THE WEST LINE OF 'HILLS OF SHANNON' AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS USING MODOT VRS, 2018 GEOID, AND REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83). COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER OF SECTION 35; THENCE SOUTH 1° 03' 09" WEST, 705.50 FEET; THENCE SOUTH 88° 56' 51" EAST, 133.27 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT P13158, AND THE POINT OF BEGINNING; THENCE NORTH 0° 08' 44" EAST, 36.00 FEET, ON THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT P13158; THENCE SOUTH 89° 09' 18" EAST, 244.89 FEET; THENCE ON A CURVE TO THE LEFT, TANGENT WIT THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 70.00 FEET, A CHORD BEARING OF NORTH 47° 09' 02" EAST, A CHORD DISTANCE OF 96.71 FEET, AN ARC LENGTH OF 106.77 FEET, TO A POINT ON THE EAST LINE; THENCE SOUTH 3° 27' 37" WEST, 102.92 FEET ON THE EAST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT P13158, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 89° 09' 18" WEST, 309.68 FEET ON THE SOUTH LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT P13158, TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND AND THE POINT OF BEGINNING. EXCEPT THAT PART IN ROAD RIGHT-OF-WAYS. SAID STRIP OF LAND CONTAIN 11,826 SQUARE FEET OR 0.27 ACRES MORE OR LESS.

AND

TRACT III

ALL OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35) IN TOWNSHIP FIFTY-THREE (53), RANGE THIRTY-THREE (33), IN CLAY COUNTY, MISSOURI, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS. EXCEPT THE FOLLOWING DESCRIBED TRACTS: ALL OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 00 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 50.34 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO A SET 5/8 INCH SET REBAR AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169 AND THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LIEN OF COMMERCIAL AVENUE 328.40 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 44 SECONDS WEST, 10.0 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 330.05 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, 646.85 FEET TO A 5/8 INCH SET REBAR; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 678.96 FEET TO A 5/8 INCH SET REBAR ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 97.19 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 16 SECONDS EAST, 70.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 20.0 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 16 SECONDS WEST 75.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 540.03 FEET TO THE POINT OF BEGINNING, FILED FOR RECORD AS INSTRUMENT NO. F59666 IN BOOK 1732 AT PAGE 984. AND EXCEPT: A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING AND EXCEPT THE FOLLOWING PLATS ALL OF HILLS OF SHANNON - FIRST PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M29883 IN BOOK D AT PAGE 55. ALL OF HILLS OF SHANNON - SECOND PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M72777 IN BOOK E AT PAGE 3. ALL OF HILLS OF SHANNON - THIRD PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. N19596 IN CABINET E SLEEVE 28. ALL OF HILLS OF SHANNON - FOURTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO.

P24772 IN CABINET E SLEEVE 97. ALL OF HILLS OF SHANNON - FIFTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. Q11906 IN CABINET E SLEEVE 152. ALL OF ESTATES OF WILKERSON CREEK, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. 2019039687 IN BOOK I AT PAGE 88.4.

AND

TRACT IV

A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING.

AND

TRACT V

ALL OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 50.34 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO A SET 5/8 INCH SET REBAR AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169 AND THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE, 328.40 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 44 SECONDS WEST, 10.0 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, 330.05 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, 646.85 FEET TO A 5/8 INCH SET REBAR; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, 678.96 FEET TO A 5/8 INCH SET REBAR ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 97.19 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 16 SECONDS EAST, 70.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 20.0 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 16 SECONDS WEST, 75.0 FEET;

THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 540.03 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PART CONVEYED BY THE WARRANTY DEED RECORDED SEPTEMBER 29, 1998 AS DOCUMENT NO. P-13158 IN BOOK 2893 AT PAGE 219, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, SMITHVILLE, CLAY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 50.34 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 169 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE; THENCE SOUTH 03 DEGREES 13 MINUTES 44 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 169, 409.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 86 DEGREES 37 MINUTES 23 SECONDS EAST, 345.29 FEET; THENCE SOUTH 03 DEGREES 22 MINUTES 37 SECONDS WEST, 150.00 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 23 SECONDS WEST, 237.26 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, 40.39 FEET; THENCE NORTH 86 DEGREES 37 MINUTES 23 SECONDS WEST, 107.64 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 109.61 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

General Boundary Map of the Fairview Crossing Community Improvement District

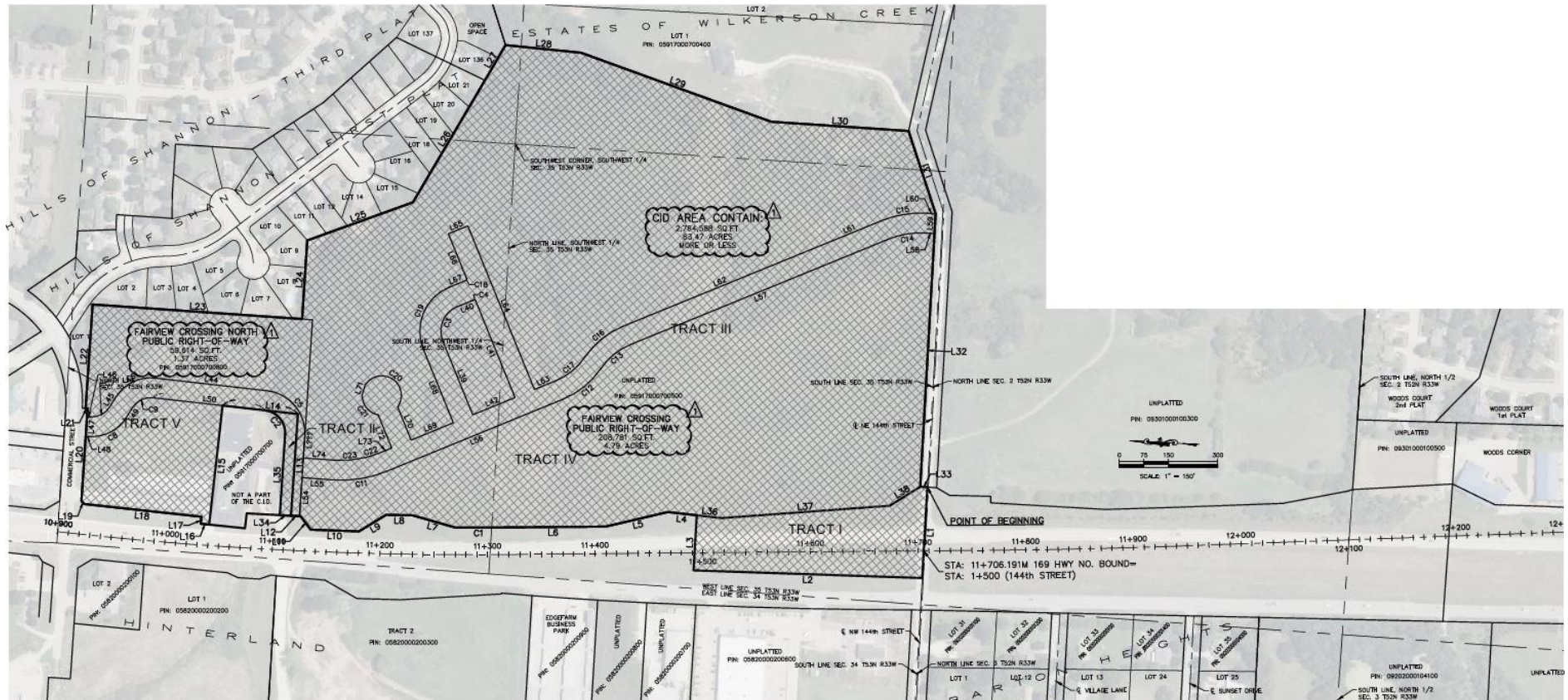


EXHIBIT C
FIVE YEAR PLAN

(Attached)

FIVE YEAR DISTRICT MANAGEMENT PLAN
OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT
CITY OF SMITHVILLE, MISSOURI

The information and details outlined in the following pages represent the strategies, and activities that it is anticipated will be undertaken during the initial five-year duration of the Fairview Crossing Community Improvement District in Smithville, Missouri. It is an integral and composite part of the petition to establish the Fairview Crossing Community Improvement District.

Introduction

The Fairview Crossing Community Improvement District (the “District”) is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “CID Act”). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the services it will provide, the improvements it will make and an estimate of the costs of these services and improvements to be incurred. This Five-Year District Management Plan (the “Plan”) is intended to satisfy this statutory requirement and is appended to the Petition for Formation of the District as an integral part thereof.

Section 1 - Why Create a Community Improvement District?

The District will encompass a 63.47 +/- acre plot of land located northeast of the intersection of Northeast 144th Street and U.S. Highway 169 in Smithville, Missouri (the “Development”). The purpose of the District is to undertake certain improvements and services within the District, as discussed below, and to use or make available its revenue to pay the costs thereof, including without limitation debt service on any notes, bonds or other obligations issued and outstanding from time to time to finance all or any of such costs.

Section 2 - What is a Community Improvement District?

A community improvement district is an entity that is separate from the City of Smithville and is formed by the adoption of an ordinance by the City Board of Aldermen following a public hearing before the City Board of Aldermen regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to construct and/or finance a number of different public improvements, and in a blighted area, private improvements, as set forth more particularly in the CID Act. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used to pay the costs of the services or improvements. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term as provided in the petition creating such CID.

Section 3 - Management Plan Summary

The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five (5) members appointed by the Mayor of Smithville with the consent of the City Board of Aldermen pursuant to a slate submitted in accordance with the Petition.

District Formation:

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

In this case, the Petition to which this Plan is attached has been signed by the owners of 100% of the assessed value and 60% of the per capita property owners within the District.

Location:

The Development is located at the northeast intersection of Northeast 144th Street and U.S. Highway 169 in Smithville, Missouri and consists of approximately 63.47 +/- acres, as more particularly described in the Petition.

Assessed Value of District:

The total assessed value of the properties within the District on the date of the Petition is \$143,000.

Improvements and Services:

The purpose of the District is to provide funding for the construction of certain public improvements and the provision of certain services pursuant to RSMo Section 67.1461 within the District's boundaries. The improvements initially contemplated include site work and grading associated with Public Improvements, stormwater improvements, public parking improvements, utility improvements, public right-of-way improvements, landscaping, lawns, and trees which are in public areas (collectively, the "Public Improvements"). The particular items included within the Public Improvements may be modified from those listed herein as allowed pursuant to a cooperative agreement between the District, City and developer of the project. The costs of the Public Improvements to be financed by the District shall include all associated with design, architecture, engineering, financing costs incurred to finance such Public Improvements, and legal and administrative costs of same. The District may also provide funding for the District's formation and its ongoing operation and administration costs on an annual basis.

It is also anticipated that all costs, including attorneys' fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District ("Formation Costs") will be reimbursed to the advancing party, or paid directly, from funds generated by the District.

The District will enter into a cooperative agreement with the City and the developer of the project, and such agreement will set forth the restrictions and limitations associated with funding the Public Improvements and the approval of any additional improvements that are not set forth in this initial Five-Year Plan. The cooperative agreement will also contain provisions which permit the District to fund services after all Public Improvement Costs have been reimbursed to the appropriate party.

Method of Financing:

It is proposed that the District will impose a sales and use tax of up to one percent (1%) (the "District Sales Tax"), which is in addition to any other state, county or city sales and use tax. The District Sales Tax is payable on the same retail sales that are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors, and sales to or by public utilities and providers of communications, cable, or video services. All costs of the District shall be financed in the manner and amount determined by the Board of Directors from the amounts on deposit with the CID. Amounts advanced to the District by the Petitioner, or its successors or assigns, to cover the costs contemplated hereunder will be reimbursed by the District upon the availability of funds. All financing costs, including interest costs, associated with any loan obtained by

the District, or notes, bonds, or other obligations issued by District to finance Improvements and/or Services may be paid from CID Sales Tax revenues. It is proposed that the District Sales Tax will be imposed for twenty-seven years.

Estimated Costs:

Attached as **Exhibit A** to this Plan is a table setting forth the estimated cost of the Improvements and the Services, and a table setting forth the projected cash flow for the first five years of the District's existence.

City Services:

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

Duration:

The District will operate for a maximum term of twenty-seven (27) years from the date the ordinance establishing the CID is approved. Notwithstanding that the District is at the time providing Services, but subject to the contractual rights of any third parties, the District may be terminated prior to the end of such maximum term if the Improvements have been completed and the costs thereof paid for or reimbursed in full with CID Sales Tax revenue. The petition process must be repeated for the District to continue beyond such maximum term.

**Section 4
District Boundaries**

The legal description of the District is attached as Exhibit A to the Petition.

**Section 5
Facilities and Services to Be Provided**

As explained above, during the first five years, the purpose of the District is to provide revenue sources in support of contracting with any private property owner to effectuate the Improvements, and providing or contracting for the Services.

**Section 6
Governing the Community Improvement District**

City Board of Aldermen:

Following the submission of the Petition, the City Board of Aldermen will conduct a public hearing and then consider an ordinance to create the District.

Board of Directors for District:

The District will be governed by a Board of Directors that will consist of five members appointed by the Mayor of Smithville with the consent of the City Board of Aldermen pursuant to the terms of the Petition. It is anticipated that if the District submits names of suggested successor directors

to the City in writing at least thirty (30) days prior to the expiration date of the terms of the applicable directors, the Mayor shall appoint such directors as successor directors, with the consent of the City Board of Aldermen, unless the Mayor provides the District with a reasonable written explanation that such suggested successor directors do not meet applicable legal requirements or lack the competency to serve as directors.

Annual Budget:

The District's budgets will be proposed and approved annually, within the limitations set forth in this Plan, by the District's Board of Directors. Budgets will be submitted annually to the City Board of Aldermen of the City of Smithville for review and comment in accordance with the CID Act. The District will operate at all times in accordance with the District Rules and Regulations (Section 7) and the Bylaws of the District.

Section 7
District Rules and Regulations

1. The District shall operate at all times in accordance with Bylaws that may be adopted by the Board of Directors. The District shall at all times conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in any Bylaws.
2. The Board of Directors of the District will meet at least on an annual basis.

**EXHIBIT A TO FIVE YEAR PLAN OF THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**

ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES¹

	<u>Cost*</u>
<u>Site Work / Infrastructure**</u>	<u>\$3,240,000</u>
Land Acquisition	
Construction of Fairview Drive	
Construction of 147 th Street	
Improvements to 169 Highway	
Stormwater Improvements	
Construction of public right of way	
Extensions of public utilities	

Subtotal:	\$3,240,000
10% Contingency:	\$324,000
District Formation Costs:	\$30,000
Annual Operating Costs (5 years)	\$2,500 (per year)
Grand Total:	\$3,606,500

*Excludes financing costs incurred to undertake such costs.

**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax.

CASH FLOW PROJECTION²

CID Year	CID Sales Tax Revenue
1	\$45,750
2	\$94,665
3	\$177,808
4	\$241,422
5	\$246,251

¹ These costs are estimates and may fluctuate based on actual costs incurred for purposes permitted under the CID Act. Costs to be funded by the District will be limited as set forth in a cooperative agreement among the City of Smithville, the District and the developer of the project.

² Any annual revenue generated will be utilized to pay any costs of the District as approved in the District annual budget.

NOTICE OF MEETING

Public notice is hereby given that a meeting of the Board of Aldermen of the City of Smithville, Missouri, will be held at the City's Board of Aldermen Room at Smithville City Hall, 107 W Main Street, Smithville, Missouri, on October 17, 2023, at 7:00 P.M., to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

1. A public hearing regarding the establishment of the Fairview Crossing Community Improvement District.
2. An Ordinance approving the Petition for Establishment of the Fairview Crossing Community Improvement District, establishing the District, and making findings and authorizing actions related to the establishment of the District.
3. Other matters.

The meeting will be open to the public.

DATED: October 10, 2023.

LINDA DRUMMOND,
City Clerk



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3013-23, Short Term Rentals – Second Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3013-23, Short Term Rentals for second reading by title only.

SUMMARY:

This ordinance would establish certain rules and regulations concerning the operation of Short Term Rentals within the city limits.

Short Term Rentals (AirBnB, VRBO, etc.) have been increasing in number in Smithville. Other cities have experienced various problems with the rentals (excessive noise, parking, etc.) that have generated complaints from citizens. It is anticipated that in advance of the World Cup in 2026, there will be a significant increase in the number of Short Term Rentals in the metro region. The rules in the proposed ordinance will limit the total number of rentals available in the city, as well as limit the number on any given block or in an apartment complex. The Planning Commission held a public hearing on the matter in September and discussed the proposed ordinance in both the September and October meetings. Following Planning Commission review and changes, the Commission recommended approval of the ordinance.

PREVIOUS ACTION:

Planning Commission review and approval in September and October.

POLICY ISSUE:

Comprehensive Plan Action Item BE2.3: Explore strategies and opportunities to support Airbnb and other short-term rental activity, enhance Smithville's hospitality infrastructure, and capture visitor spending.

FINANCIAL CONSIDERATIONS:

Limited impact from permit revenue

ATTACHMENTS:

☒ Ordinance

☐ Resolution

☐ Staff Report

☐ Other

☐ Contract

☐ Plans

☐ Minutes

AN ORDINANCE ENACTING A NEW CHAPTER 625 OF THE CODE OF ORDINANCES PERTAINING TO SHORT TERM RENTALS

WHEREAS, the Planning and Zoning Commission, in July of 2023 began discussions concerning the impact of short-term rentals on the city; and,

WHEREAS, the Commission asked staff to conduct some additional research and to prepare a specific draft ordinance to be discussed at the September Planning and Zoning meeting; and,

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the matter at its September meeting that was properly advertised in advance of the meeting; and

WHEREAS, following the Public Hearing, the Commission discussed the ordinance and recommended staff make several changes to be presented for their review at the next meeting; and,

WHEREAS, the Planning and Zoning Commission reviewed the proposed short term rental ordinance and recommends its' approval.

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

Section 1. That a new Chapter 625 be added to the Code of Ordinances to be read and numbered as follows:

Chapter 625 Short Term Rentals

625.010 Definitions:

For the purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

Short-Term Rental, Complete is any independently complete dwelling unit in a detached single family dwelling unit, a two-family attached dwelling unit, townhouse or apartment that is available for rent for terms or periods of less than 30 consecutive nights.

Short-Term Rental, Partial Short-term rentals inside an owner-occupied primary residence of any type. (room rentals)

Apartment is any residential building that contains three or more attached units, excluding those defined as a Townhouse.

Townhouse is any single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

625.020 Applicability:

The standards of this article apply to short-term rental permits as defined herein. No Short-term Rental shall be operated in the city of Smithville except in compliance with this chapter.

625.030 Responsible agent required:

Each owner of a short-term rental property is responsible for compliance with all the provisions of this chapter. The owner may act as the Responsible Agent for the unit or may designate a person or company to serve as a Responsible Agent who will be jointly liable and responsible for compliance. The Owner and/or Responsible Agent shall have access and authority to assume management of the unit and take remedial measures to ensure compliance with all provisions herein. Any changes to the name, address, or telephone number(s) of the local Responsible Agent or owner must be submitted to the City within five (5) business days of the change(s).

625.040 Business and occupation licenses required:

Business and Occupation licenses as described in Section 610 of the Code of Ordinances are required for All Short-term Rentals, but owners or responsible agents may hold one business license for multiple permitted locations.

625.050 Advertising requirements:

The responsible agent shall provide a list of and links to advertisements on all online platforms and update the city within five (5) business days of any change(s). The occupation license number issued by the city shall be listed on all advertisements and online platforms. It shall be considered a violation of this ordinance to advertise online or offline without posting the occupation license number in a prominent place on such advertisement.

625.060 Refuse collection:

All short-term rentals shall maintain regular refuse collection services from the City in structures required to be included in the city utility bill, or from an otherwise licensed refuse collector in all other structures.

625.070 Safety:

In order to ensure the safety of the occupants and owners of any short-term rental unit, the following requirements must be included in the unit, including any retrofitting required in an existing structure in order to meet the minimum building code requirements for the building where the unit is located.

1. Smoke and Carbon monoxide detectors are required in accordance with the building code as if the structure was new.
2. Ground-Fault Circuit interrupters and Arc-Fault circuit interrupters are required in accordance with the building code as if the structure was new.
2. Emergency contact information of the owner or manager must be permanently displayed in the unit and provided to the primary guest on file.

3. If the unit is in an apartment building, a fire escape path plan must be posted on any door that does not open to a yard or public way.
4. At least one operational fire extinguisher is required to be visible from and accessible to the kitchen area.

625.080 Number of permits issued, density limited:

In order to prevent a significant impact on the affordability of housing in the city of Smithville, the total number of permits/licenses that may be issued at any time shall be limited to not more than 3% of the total housing stock within the city limits. In addition to the total number of licenses to be issued, the following density protections are required:

1. The number of licenses issued for units in any structure other than an apartment shall be limited to one per each block face. For purposes of this limitation, a block face shall be measured from intersection to intersection on any given street, and both sides of said street shall be included in this one block face.
2. The number of licenses issued for units located in an apartment complex shall be one (1), or a maximum of 12.5% of the total units available, whichever is more.
3. Any existing short-term rental shall be granted 60 days to obtain a permit for the short-term rental following ordinance approval notwithstanding these limitations on the number of permits. If the owner of any existing unit fails to file an application for such permit within the initial 60 days grace, these number and density limitations shall apply.

625.090 Transient guest tax required:

All short-term rentals must collect/remit a transient guest tax equal to that of hotels/motels within the city limits.

625.100 Maximum number of adult guests:

The total number of adult guests allowed per unit shall equal (2) adults per bedroom plus (2) adults in common living areas (sleeper sofa, air mattress, etc.).

625.110 Events:

Short-term rentals are prohibited from hosting weddings, banquets, parties, charitable fundraising, or other similar gatherings. Small, informal noncommercial gatherings of family and friends of short-term rental guests are permitted, provided the gathering does not disturb the surrounding neighborhood, including but not limited to creating parking or noise issues.

625.120 Insurance requirements:

Short-term rental operators shall maintain liability insurance appropriate to cover the short-term rental use in the aggregate of not less than \$500,000 or conduct each short-term rental transaction through a platform that provides equal or greater insurance coverage.

625.130 Transferability:

The short-term rental permit shall be permitted to transfer upon the sale of the property. The requirements of 625.030 are applicable, and compliance is mandatory to affect the transfer of the permit.

625.140 Noise management plan:

All short-term rentals shall maintain a noise management plan. The noise management plan must include the continuous operation of noise monitoring device(s) while the registered property is rented. The on-site posting of the quiet hours and the penalties for violating the City noise ordinance shall be posted in a prominent location inside the short-term rental.

625.150 Annual Rental permits and inspections required:

A Short-Term Rental Permit is required for each such unit located within the City of Smithville. Lawful, Short-term rentals in existence prior to the adoption of this ordinance that obtain a permit within sixty (60) days of implementation of this ordinance are not subject to the initial inspection requirements, but full compliance is required, and inspections shall be required on any applications following those sixty days, including the renewal of the permit. All other rental units not in existence prior to the passage of this ordinance shall be inspected for compliance with this chapter and approved prior to issuance of a permit. All Rental inspections shall be conducted by City staff following approval of any application or renewal application and payment of the annual Short-term Rental permit fee of \$50.

625.160 Applications required, contents:

Applications for short-term rental permits must be made to the Development Department on forms provided by the department. Applications shall include the following information:

1. The name, phone number, and email address for the property owner and the responsible agent if different than owner.
2. The number of bedrooms and the total occupancy allowed in the unit.
3. A list of online platforms that will be used to solicit booking transactions for the dwelling unit, along with a link to each such platform's page for the unit. If any additions or changes to the list of platforms occur during the term of the license, an updated list, with links must be sent to the Development Department within (5) business days of the change.
4. Certification that the property is current on all property tax and code violations fees/penalties. Certification may be in the form of a receipt from the County Collector for taxes.
5. The applicant must certify that the proposed dwelling unit is not subject to any contractual restrictions precluding the dwelling unit from being used for short-term rentals, including but not limited to homeowner association agreements, condominium bylaws, restrictive covenants, or building restrictions.
6. The owner shall provide a certificate of insurance in compliance with Section 625.120.
7. The owner shall provide a copy of the noise management plan in compliance with 625.140.
6. The owner, applicant and responsible agent must acknowledge that they will not discriminate in guest use or rental of a short-term rental and will comply with all applicable anti-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1968, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

625.170 Review and approval of short-term rental permit applications:

After the submission of the application, City officials will review the application to determine that all requirements of this section and other codes have been, or can be, met. Upon approval of the initial application, the applicant must schedule an inspection of the rental unit to ensure compliance with all the requirements and codes as identified in this ordinance.

625.180 Violation, penalties, and enforcement:

It shall be unlawful for any person to violate any provisions or to fail to comply with any of the requirements of this section. Any person violating any of the provisions or failing to comply with any of the requirements of this Section is subject to the violation, penalty, and enforcement provisions of this section and Chapter 100.220 of this code. The penalties for a permit holder for failing to comply with any of the requirements and provisions of this ordinance shall be as follows:

First Offense \$50.00

Second Offense \$200.00

Third Offense and each offense thereafter: \$500.00

625.1190 Revocation of permit:

In addition to any fine or penalty that may be imposed pursuant to any provision of this chapter, a short-term rental may be suspended or revoked as provided in this section. The City may suspend or revoke a short-term rental permit granted pursuant to this Chapter following a hearing for any violation of the City Code or violation of this chapter. The Development Department shall commence the revocation proceedings if any of the following occur:

1. The short-term rental operator has been found guilty of two (2) or more offenses that occurred in a three (3) month period.
2. A short-term rental operator submits an application or other document as part of the short-term rental review process that contains or represents fraud, misrepresentation, or false information.
3. The short-term rental operator has violated or is currently violating this chapter that significantly endangers public health, safety, or welfare.
4. The short-term rental operator fails to report and pay transient guest tax, sales tax, or property taxes.
5. Notice of a public hearing pursuant to this section shall be given to a short-term rental operator in writing at the address shown on the short-term rental application and to the other parties identified in the short-term rental application. Such notice shall be mailed via regular mail at least fourteen (14) calendar days prior to the date set for the public hearing before the Planning Commission. At the revocation hearing, the Planning Commission shall consider the following:
 - a. The nature and seriousness of the violation.
 - b. Impact of the violation on the neighborhood or community.
 - c. Corrective action, if any, taken by the short-term rental operator or the designated Responsible Agent.
 - d. Prior violations.
 - e. The likelihood of recurrence of the violation or violations.
 - f. The entirety of the circumstances surrounding the violation.
 - g. Length of time the licensee has held a license.

- h. The Planning Commission may either suspend for a specific term or revoke a Short-term Rental Permit by a simple majority vote of the Planning Commission.
- i. The short-term rental operator can appeal the decision of the Planning Commission to the Board of Aldermen within 30 days.
- j. The findings of the City Council shall be deemed final.

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

PASSED THIS 6th DAY OF November, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 10/17/2023

Second Reading: 11/06/2023



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Administration/Finance

AGENDA ITEM: Bill No. 3014-23, Creation of Fairview Crossing CID Fund. 1st reading by title only.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3014-23, Creation of Fairview Crossing CID Fund. First reading by title only.

SUMMARY:

On July 18, 2023, the Board of Aldermen approved Ordinance No. 3194-23 for a Funding Agreement for the establishment of the Fairview Crossing Community Improvement District (CID). Kansas City Properties & Investments (the "Developer") is working with the City of Smithville to establish the CID to provide for the funding of certain improvements. For the City to fully consider and evaluate the application, the City will have consultants engage to review, evaluate, process, and consider the sources of public and private funding to the proposed CID. CID sales and use taxes would be established as sources of revenue, and a segregated fund would be required for this.

PREVIOUS ACTION:

The Board of Aldermen approved Ordinance No. 3194-23 for a Funding Agreement for the establishment of the Fairview Crossing CID on July 18, 2023.

POLICY OBJECTIVE:

To provide for a separate fund to account for and track Fairview Crossing CID revenues and expenses.

FINANCIAL CONSIDERATIONS:

CID Sales and Use Tax revenues will be segregated and tracked within their own fund.

ATTACHMENTS:

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

BILL NO. 3014-23

ORDINANCE NO. 321X-23

**AN ORDINANCE CREATING THE FAIRVIEW CROSSING CID FINANCIAL FUND
TO ACCOUNT FOR THE RECEIPT OF AND EXPENDITURES FROM THAT
ALLOCATION SEPARATE FROM ANY OTHER MONIES**

WHEREAS, on July 18, 2023, the Board of Aldermen passed Bill No. 2998-23 to approve a Funding Agreement for the Fairview Crossing Community Improvement District (CID), and;

WHEREAS, RSMo 67.1401 through 67.1571 (the "CID Act") establishes the Fairview Crossing Community Improvement District as a separate political subdivision with the power to govern itself and impose and collect special assessments and additional property and sales taxes, and;

WHEREAS, the City of Smithville is the fiscal agent for the CID and holds the funds of the CID in a custodial capacity and the establishment of a separate fund to allow for accounting of revenues and expenditures is desired.

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

The Fairview Crossing CID Fund is hereby established in the City's treasury and shall be held and administered by the City's Finance Director.

Passed this 21st day of November 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 11/06/2023

Second Reading: 11/21/2023



Board of Aldermen Request for Action

MEETING DATE: 11/6/2023

DEPARTMENT: Police

AGENDA ITEM: Bill No. 3015-23, Parking Prohibited on Both Sides of 188th Street – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3015-23, amending Schedule III of the Traffic Code adding no parking restrictions on both sides of 188th Street. First reading by title only.

SUMMARY:

With the addition of Eagle Heights Elementary School, there has been an increase in the morning and afternoon traffic around Eagle Parkway and 188th Street. On a daily basis, vehicles are parking on the south side of 188th Street approaching Eagle Parkway, waiting to drop off or pick up children from school. This restricts the travel portion of the roadway to one lane. After inspecting the area, staff recommends restricting parking on both sides of 188th Street, from 169 Highway to Eagle Parkway.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

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FINANCIAL CONSIDERATIONS:

Under \$200.00.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

BILL NO. 3015-23

ORDINANCE NO. 321X-23

**AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE BY
ADDING PARKING RESTRICTIONS AT CERTAIN LOCATIONS**

WHEREAS, the City of Smithville, Missouri Code of Traffic Ordinances regulates the parking restrictions on certain streets; and

WHEREAS, parking on both sides of 188th Street has been found to impede the flow of pedestrian and vehicle traffic by narrowing the roadway which only allows traffic to flow in one direction; and

WHEREAS, 188th Street is frequently used by vehicles to access the public school; and

WHEREAS, the Board of Alderman have considered the need and determined that it is in the best interest of the City of Smithville to amend the Code of Ordinances.

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

Section 1. Schedule III of Title III Traffic Code, of the Municipal Ordinances, is hereby amended by adding thereto the following subparagraph prohibiting parking at all times on certain streets.

- On the North side of 188th Street from 169 Highway to Eagle Parkway
- On the South side of 188th Street from 169 Highway to Eagle Parkway

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

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 21st day of November, 2023.

Damien Boley, Mayor

ATTEST:

City Clerk

First Reading: 11/06/2023

Second Reading: 11/21/2023



FY23 Planning Calendar

******* Items on the Planning Calendar are subject to change*******

November 21, 2023 Work Session

Discussion of Potential Ballot Issues

November 21, 2023 Regular Session 7:00 p.m.

Ordinance – Creation of a Fairview Crossing CID Fund – 2nd Reading

Ordinance – Amendment of Schedule III of Title III Traffic Code – 2nd Reading

Ordinance – Rezoning NE Corner of Second Creek & Lowman Road from R-1B and R-3 to R-1B- 1st Reading

Resolution – Engineering On-Call Services

Resolution – Credit Card Processing Agreement

Resolution - Contract for Fourth of July City/County Fireworks Display

December 5, 2023 Work Session

Discussion FY2023 Year End Budget Review

December 5, 2023 Regular Session 7:00 p.m.

Ordinance – Rezoning NE Corner of Second Creek & Lowman Road from R-1B and R-3 to R-1B- 2nd Reading

Resolution – MOU with Clinton County for Jail Housing

December 19, 2023 Work Session 6:00 p.m.

December 19, 2023 Regular Session 7:00 p.m.

Ordinance – Rezoning – Queen's Corner – 1st Reading

Ordinance – Rezoning – North Main Street – 1st Reading

Resolution – Award Bid #23-11 – WTP Residuals Project

Unscheduled:

City/County Shared Roads – Clay and Platte

Contract with PWSD #8

ADU's (Accessory Dwelling Units) on Existing Properties

Approval of Financing – COP for Utility Projects

Streetscape Phase III

Past Planning Calendars can be found on the City's website in each Board of Aldermen Regular session meeting under more....additional documents.