



## City of Smithville, Missouri

### Board of Aldermen – Regular Session Agenda - Revised 3-31-2023

**\*\*\*Monday, April 3, 2023 – Due to the Election on Tuesday\*\*\***

**7:00 pm – City Hall Council Chambers and Via Videoconference**

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86074386641>

Meeting ID: 860 7438 6641

Passcode: 458467

1. Call to Order

2. Pledge of Allegiance

3. Consent Agenda

- Minutes

- March 7, Board of Aldermen Work Session Minutes
- March 7, Board of Aldermen Regular Session Minutes

- Financial Report

- Finance Report February 2023

- Resolution 1200, Temporary Liquor License – Smithville Main Street District

A Resolution approving a temporary Liquor License for Smithville Main Street District for additional wine vendors for operation of Humphrey's Gravel Adventure Bike Race and Wine Walk on May 6, 2023.

- Resolution 1201, Special Event Permit – Smithville Main Street District

A Resolution issuing a special event permit and waiving the Courtyard Special Event Fee for Smithville Main Street District's two 2023 Special Events: the Whiskey Walk and Market on July 15, 2023 and the Wine Walk and Christmas Market on November 11, 2023.

- Resolution 1202, Special Event Permit – Backyard BBQ Bash and Junkville

A Resolution issuing a special event permit and waiving the Courtyard Special Event Fee for Smithville Chamber of Commerce 2023 Backyard BBQ Bash and Junkville.

- Resolution 1203, Nehemiah Festival

A Resolution authorizing and directing the Mayor to execute an agreement with Grace Community Church for use of Smith's Fork Park to host the Nehemiah music festival.

- Resolution 1204, Awarding the Neighborhood Beautification Grants

A Resolution awarding Neighborhood Beautification Grants totaling \$19,990.

### REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

- Planning and Zoning Commission
- Parks and Recreation Committee
- Economic Development Committee

## 5. City Administrator's Report

### ORDINANCES & RESOLUTIONS

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6. **Bill No. 2982-23, Condemnation of Property – 2<sup>nd</sup> Reading**  
An Ordinance condemning certain lands for the purpose of constructing and maintaining a sewer line. 2<sup>nd</sup> reading by title only.
7. ~~**Bill No. 2983-22, Condemnation of Property – 2<sup>nd</sup> Reading**~~  
An Ordinance condemning certain lands for the purpose of constructing and maintaining a sewer line. 2<sup>nd</sup> reading by title only.
8. **Bill No. 2984-23, FY2023 Budget Amendment No. 3 – Emergency Ordinance Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Reading**  
An Ordinance amending the FY2023 Budget to add \$100,000 to the expenditure budget. 1<sup>st</sup> and 2<sup>nd</sup> reading by title only.
9. **Bill No. 2985-23, Condemnation of Property – 1<sup>st</sup> Reading**  
An Ordinance condemning certain lands for the purpose of constructing and maintaining a sewer line. 1<sup>st</sup> reading by title only.
10. **Bill No. 2986-23, TAP Grant for Second Creek Sidewalk – 1<sup>st</sup> Reading**  
An Ordinance authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Transportation Alternatives Program Grant for the Second Creek Sidewalk. 1<sup>st</sup> reading by title only.
11. **Bill No. 2987-23, STGB Grant for Bridge Street Roundabout – 1<sup>st</sup> Reading**  
An Ordinance authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Surface Transportation Block Grant Program for Bridge Street Roundabout. 1<sup>st</sup> reading by title only.
12. **Bill No. 2988-23, TAP Grant for Improvement to Riverwalk Park – 1<sup>st</sup> Reading**  
An Ordinance authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Transportation Alternatives Program Grant for Riverwalk Park. 1<sup>st</sup> reading by title only.
13. **Bill No. 2989-23, Condemnation of Property – 1<sup>st</sup> Reading**  
An Ordinance condemning certain lands for the purpose of constructing and maintaining a sewer line. 1<sup>st</sup> reading by title only.
14. **Resolution 1205, Expenditure to Mid-America Regional Council**  
A Resolution authorizing expenditure to Mid-America Regional Council(MARC) for a 1% project fee that provides a portion of the non-federal funds that they are required to match federal funds.
15. **Resolution 1206, City Administrator's Employment Contract**  
A Resolution authorizing and directing the Mayor to execute an updated employment contract With Cynthia Wagner for the City Administrator position.
16. **Resolution 1207, Change Order for Winner Road**  
A Resolution approving a change order for the Winner Avenue Watermain Improvements to Blue Moon Hauling in the amount of \$9,135.80 for additional work.
17. **Resolution 1208, Authorization No. 99 - Water Plant Maintenance Program**  
A Resolution approving Authorization No. 99 with HDR Engineering, Inc. to complete the engineering design and specifications for Water Treatment Plant Improvements in the amount of \$255,730.
18. **Resolution 1209, Site Plan Amendment -KCI RV Storage**  
A Resolution approving the amended site plan for KCI RV Storage to add more buildings and change the layout at 14600 North 169 Highway.

**19. Resolution 1210, Final Plat – Herzog Foundation 2<sup>nd</sup> Plat**

A Resolution approving the Final Plat for the Herzog Foundation Second Plat.

**20. Resolution 1211, Agreement with the Corps of Engineers**

A Resolution authorizing and directing the Mayor to execute Supplemental Agreement No. 6 to Lease No. DACW42-1-91-123 with the Corps of Engineers adding 34 acres to Smith's Fork Park Lease.

**21. Resolution 1212, Awarding Bid No. 23-06, Street Maintenance Program**

A Resolution awarding Bid No. 23-06 to Pavement Management to complete street improvements on Spellman Road, NE 172<sup>nd</sup> Street, Old Jefferson Highway, and 180<sup>th</sup> Street in an amount not to exceed \$387,489.64 and a force account of approximately \$14,000.

**OTHER MATTERS BEFORE THE BOARD**

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**22. 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.**

**23. 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.

**24. Adjourn**





## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:**

Administration/Finance/Police/Parks

**AGENDA ITEM:** Consent Agenda

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### **REQUESTED BOARD ACTION:**

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

- **Minutes**
  - March 7, Board of Aldermen Work Session Minutes
  - March 7, Board of Aldermen Regular Session Minutes
- **Financial Report**
  - Finance Report February 2023
- **Resolution 1200, Temporary Liquor License – Smithville Main Street District**

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- **Resolution 1204, Awarding the Neighborhood Beautification Grants**

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### **SUMMARY:**

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

### **PREVIOUS ACTION:**

N/A

### **POLICY ISSUE:**

N/A

### **FINANCIAL CONSIDERATIONS:**

N/A

**ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Finance Report, Agreement

☐ Contract

☐ Plans

☒ Minutes

## SMITHVILLE BOARD OF ALDERMEN

### WORK SESSION

March 7, 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 5:30 p.m. A quorum of the Board was present: Leeah Shipley, John Chevalier, Ronald Russell, Marv Atkins, Dan Ulledahl and Dan Hartman.

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

#### 2. **Police Drone Presentation**

Sergeant Dan Gearhart gave a presentation on the Police Department's DJI Mavic 3T Drone. Currently Sergeant Gearhart is the only FAA certified pilot in the Police Department.

[Presentation](#)

#### 3. **Engineering Update from HDR, Engineers Smith's Fork Force Main**

Chuck Soules, Public Works Director, noted that Aaron Bresette and Mitch Wiebelhaus from HDR are here this evening, along with Bob Lemley, Utilities Superintendent and Dave Schuerger, Utilities Operations Manager. Chuck explained that the Smith's Fork Raw Water Pump Station is complete and has been running for three or four months but the problem is the discharge end of the force main. The force main is not discharging to what we think it should be. Chuck said that staff believes we are going to have to replace the force main from the pump station all the way over to Fourth Street. Aaron Bresette, PE from HDR will go over that project and what the projected cost might be. Chuck noted that Aaron had provided a memo that was in the packet. Chuck explained that Bob Lemley is here to help address some of the operational issues if we were to try and figure out where this blockage may be.

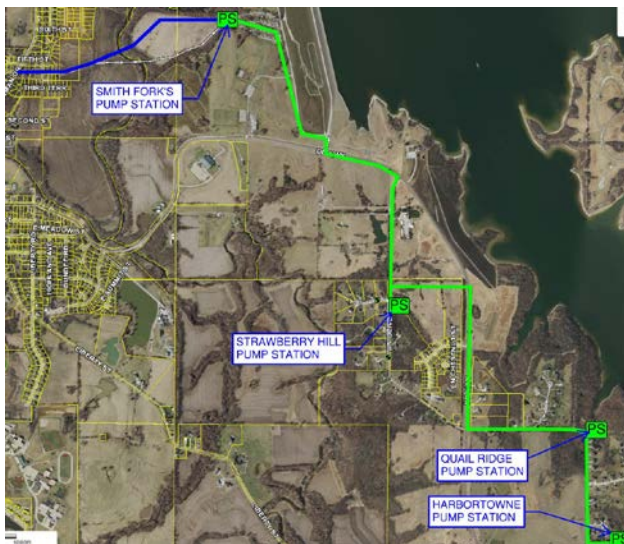
Aaron explained that the Smith's Fork pump station is located down by the campground. Back in 2020 while we were doing the work on the raw water pump station that it made a lot of sense to get Smith's Fork pump station replaced at that time. To complete both projects ahead of the Parks Department since they were just finalizing their master plan and there would be big plans for that area. The main goal that project at the time was to get that pump station out of the flood zone since it had flooded several times in the last 10 years. In addition to the pump station itself is over 50 years old so it was at the end of its useful life. For the project they upsized the pumps, the piping and the electrical service within the pump station to accept the additional flow in the future. Aaron explained that there is kind of a balance there because you have to have the right size pumps handle flow today and if you add 50% or 100% more flow it changes the hydraulics of that pump station. The pumps went from five horsepower to 15 horsepower to over double the flow that is going through that pump station. Aaron explained that when the pump station was turned on it operated everything and it functions properly but it was just not pushing the flow that

those pumps are capable of pushing. This means that there is a constriction of the pipe itself. The pipe is only a 3-in pipe and it is very difficult to the inspections on that size of pipe. Aaron said that they would literally have to go out and dig it up every 400 or 500 feet and access the pipe. In order to do that, the pump station would have to be shut down and they would have to figure out what to do with that flow because it does accept flow from three subdivisions, the Grace Community Church, the Smith's Fork Campground and some other buildings in that area. Aaron explained that HDR is recommending to go ahead and install a parallel force main and do the upsizing that is recommended in Wastewater Master Plan that will accommodate future growth on the south side of the lake.

Aaron explained that the memo summarizes that we can go to a new 6-inch force main to accommodate an additional 300 houses on the south side of the lake. If it was kept a 3-inch pipe it would accommodate what is there today and approximately only 28 additional houses.

Aaron explained that the recommendation would be to put in a parallel 6-inch line and that has a total construction engineering all in cost of \$510,200 for the for the new force main. Aaron noted that he figured the cost divided per household and that would be about \$1,100 per household. He said he was not saying to charged that back to existing homeowners only suggesting is could be something to consider as new development comes online with a development agreement having them contribute to the cost. Aaron explained that was recommended in the Master Plan is as new development comes online they would replace that.

Aaron noted that with that pipe being clogged, they feel the best line of action is to put a new one in. He explained that there is a lot of risk if we try if we try to rehab the existing pipe. As it is today for the existing homes there is no backup way to drain those homes to the wastewater plant. He noted that the pump station does have an emergency bypass that could be tied into and use a tanker truck and haul it to a nearby manhole or to the wastewater treatment plant to dispose of the waste. The rehab option would probably have to be done multiple times. Aaron explained that it would basically be like an archaeological dig to hunt for the location of the constriction, and it is approximately 4,000 feet long.



Alderman Hartman asked if a tracer is placed in the new lines when they are installed and if the old lines had them.

Aaron said that old lines did not have them. The new line will have a tracer line in it and will have witness posts at all the bends. It will also have GPS locates on it so it could be incorporated in the City's GIS system.

Alderman Hartman asked if this was a problem with most of our older existing systems where we do not know where

they are or has staff been able to identify them through the GIS mapping system.

Chuck said that there is still a lot we do not know and rely on Bob and Dave's memory and they do not know where all of the lines are located because some were installed before they started working here. Chuck explained that there is still a lot of work to do on our GIS mapping, but we have to get that information down for the future. Chuck noted that the Corp had the plans for this line but there is no date on the plans. Dave and his crew have dug it up a few times to repair breaks but we do not know the exact location of line all the way over to where it ties in. We do know what ties in on both ends and we know a couple spots in between. Chuck added to Aaron's point, if we had to go in and try and find this break, the biggest problems going to be if something happens and then we are going to be 24/7 running a pumper truck from the lift station over to the wastewater plant and it would be an emergency situation. Chuck explained that staff believes the best course of action would be to leave this in service while we put the new line in and get it tied then we will have plenty of capacity for the future and everything will be done and it will be all located.

Mayor Boley noted that in the Wastewater Master Plan it has us doing gravity and doing away with Strawberry Hill and these other pump stations in the future. He asked if we will being bypass this line when we do that.

Aaron explained it would not eliminate that pump station as all of those pump stations in that area have to stay because they all that drains the lake so we have to pump it the opposite direction.

Alderman Russell asked with the current 3-inch main we could accommodate another 20 or so homes.

Aaron explained that is what the new pump station could accommodate if the 3-inch line was clean.

Alderman Russell asked if that is the case when we were going through this project did we not know we were going to need more than 28 homes to put an additional 3-inch main in.

Aaron said that they did know that yes and it was going to be a future project. They know it was not needed immediately and at the time they thought when future development and homes come then it would be more developer driven and the cost could be shared with the developer.

Mayor Boley said that this is all part of Wilkerson Branch and those improvements which were going to be in future years. We saw phase one of Wilkerson and this was slated to be phase three.

Alderman Ulledahl asked if we decide to go with the 6-inch line are we guaranteed that is going to be sufficient for the next 20 years so we do not have to do it again.

Aaron noted that once the 6-inch line is in we could try to rehab the 3-inch line and that would provide additional capacity.

Mayor Boley said that once the 6-inch line was in we could go in and slipline the 3-inch since it would not be in service.

Alderman Hartman asked if this would be done in this fiscal year.

Stephen explained that he and Chuck had discussed the expenses, the engineering and a portion of construction in the fiscal year and the rest of the construction cost in FY2024. He noted that the Board would see the additional monies for the construction in the departmental budget presentation in May.

Mayor Boley asked if part of this season overlapped the water line we are running through Heritage Park.

Chuck explained that maybe those two projects be put out to bid together since both project will be boring under the river. We would have the opportunity to have one contractor come in and do both bores and maybe get better pricing. He noted that it would probably be later summer early fall for both projects to be bid.

Alderman Hartman asked if this would be a project that we would have to obtain easements or are they already existing.

Chuck explained that we would stay within the existing easements that we have. Staff has already discussed this with the Corps and they have contacted who they needed to contact. At this time the Corps is telling us that as long as we stay within the existing easement across the burial grounds that we just have to have an archaeologist onsite while the work is being done. The Corps has also already contacted the Native American Tribe that oversees the area.

Alderman Ulledahl asked if the new line would be running parallel with the other line and would be inspecting the other line at that time.

Chuck explained that since we do not have an exact position of the 3-inch line we may cross it or bump into it and have to adjust we just do not want to run into it and break it since it will still be in service.

Chuck noted that at the regular session tonight there is an agreement with HDR Engineering to start the design of this project for Board approval.

### **Smith's Fork Raw Water Pump Station**

Chuck explained that we do have a scheduled completion date of mid-April for the project. At this time, we have to get the valve vault in and do the tie in to the existing raw water line. That is planned to start next week. He said that the biggest issue with that is the bypass pumping, and as soon as we cut into the existing raw water line it goes to our existing pump station and we have to start bypass pumping. There will be some pumps will pump out of the below the spillway back into the old existing pump station and moving that water. Chuck explained that it is going to be an overflow type deal and we will be turning pumps on and off depending on what kind of usage we need. This will take the next several weeks to complete then we can do the tie in and then everything will be up and running.

Chuck noted that project has had extensive delays with supplies and equipment. The 12-24 reducer took a long time to get and the generators are still on backorder. All the parts we have been waiting for are here now and that is why we are going to get started finishing the project.

Chuck explained that HDR had planned on spending 12 months on this project and now we are pushing 21 months. HDR has also done a lot of additional work with the Corps, there were a lot of easement issues and they had to be rewritten and they had to work with Platte-Clay Electric on several issues. HDR has made a request for an additional \$24,140 for the additional work they had to put into the project over and above what they had originally anticipated in the contract. Staff has discussed this with HDR, and we believe they have done an excellent job on this project and it was through no fault of theirs that the project has taken the extra time. Chuck noted that back in December, staff reported that we were going to shut the project down because of cold weather due to the concern with the valve vault construction, pouring concrete, painting, piping and fittings and running water over land during cold winter months. Chuck said that this is one of those projects we cannot fail at because it is the whole City's water system. We only have a day or two reserve at Helvey Lake that we could use so this is an important project that has to be done correctly. Now that the weather is getting warmer and the contractors ready to start. Chuck explained that staff wanted to bring this additional cost to the Board for discussion.

Aaron noted that this project started January 7, 2020. What they did not know at that time was the supply chain issues. He said he prides himself on not coming back and asking for contract amendments unless there are a lot of changes to the scope of work. Aaron explained that most of the cost is for the revised easements they had to do for the Corps of Engineers. They had the drawings for where the raw water line was and they had the pump station designed. He explained that Bob and Dave went out and potholed trying to find the line that went between the plant and the raw water pump station, when it was located they had to move the pump station and rewrite the easement for the Corps of Engineers. They also had to do the same for Platte-Clay Electric Company when we got power from them. Aaron explained that throughout the project there was the issues with the supply chain and they were researching trying to talk to other vendors other suppliers for a generator and why it was taking so long. Those are just some of the things that they had to do that were not conceived of when the project was scoped out. Aaron told the Board that he respectfully requested that they consider this.

Aaron said that HDR has had a long-standing relationship with the City and they are very happy to work with the City and HDR is very proud of the work they have accomplished with the City.

Alderman Hartman wanted to verify it was an additional 154 hours worked on the project.

Aaron said that it was.

Alderman Russell said that he is having a hard time trying to get around this. He said that from what he read there were a lot of progress meetings and a lot of monthly meetings during the down time. Alderman Russell explained that he was having a hard

time just extending the contract. They knew winter was coming. They knew what the scope of the project was, the additional meetings and the additional the electric work would have been compensated for when the project was bid if they knew we were going to be shut down for winter.

Aaron explained that they were shut down for three months but the project was extended nine months and that is when the additional meetings were. Aaron said that they coordinated with Platte-Clay Electric several times before the project was under construction. They underwent a change of staffing there and the new person came out and he had some different requirements then the first person did and that was part the rework that they had to do.

Alderman Russell asked if any of the rework because of the new person from Platte-Clay Electric charge was passed on to Platte-Clay Electric.

Aaron explained that the electric companies pass that all on to the user.

Chuck explained that neither the Corps or Platte-Clay Electric wanted to do anything they wanted everything done for them and HDR stepped in to get it done.

Alderman Russell asked if there was a penalty in the contract for failing to meet the deadline or stay within the budget.

Chuck said not in HDR's contract. He explained that HDR's contract is not based on time it is based on the engineering and administrative services that they provide. He said that Alderman Russell was thinking more of a construction contract.

Chuck explained that we are not charging Irvinbilt liquidated damages because 90% of these delays were because they could not get parts, they could not get materials and those shipping prices and supply chain issues. Chuck noted that we are really trying to work with the contractor. He said that it works both ways, the contractor has done some things and to facilitate and to hold cost down and they have split some of the costs with us. We did have a big change order on the dewatering but they cut some of those costs so we have partnered on this project.

Chuck said that HDR provides a great service and they have done a great job for the City. They have stayed on top of this project for us, and we need experts in the field when it comes to the wastewater plant and water plant and an HDR provides that service. Staff does a lot of the work, but HDR is here to help guide staff and explain the technical components of the projects. They know every detail on the equipment such as the generator you know making sure that the voltage, the head pressures and everything works right and all this stuff way over staff's head. Chuck noted that staff appreciates that service and expertise. He said that he is supportive of the additional amount and explained that HDR worked with staff to lower the dollar amount of this request.

Chuck noted that this request is on the agenda for the regular session meeting for the Boards approval.

Chuck noted that Dave Schuerger was going to explain to the Board an issue on Second Creek Road.

Dave noted that at the intersection of Second Creek Road and Lowman Road we have a water leak on the edge of the road that is more than our staff and equipment can repair. Dave explained that he had obtained a couple of bids. We will have to do traffic control shut down the road, and then the road will have to be repaired after the leak is repaired. The bids are from a couple companies that they use, one is Decker Construction, and they gave him a worst-case scenario. If they have to continue a new pipe all the way across Loman Road to Second Creek the cost will be \$14,660. That bid is with the flowable fill, concrete, asphalt and the traffic control. Decker seemed to think will just be on one side the road.

Dave also got a bid from Menke Excavating and his worst-case scenario is the same thing crossing the road if the pipe is bad \$11,599. That bid is with the flowable fill, concrete, asphalt and the traffic control. If they just have to work on that side of the road the bid is \$6,680 plus \$850 for the traffic control. Dave explained that the big thing for the City is traffic control we do not have the staff or the equipment to shut down the road and keep traffic flowing. Dave noted that staff is leaning toward Menke Excavating they have done good work for the City in the past and we have had no problems with them.

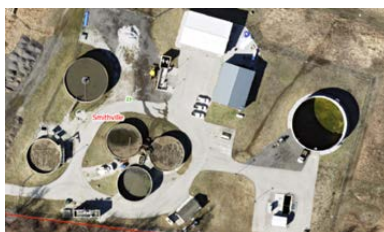
Cynthia noted that given that this is something that needs to be addressed sooner rather. She said that Chuck brought this information to her yesterday. Cynthia explained that rather than send this information out to the Board to let them know that she had approved this is an emergency utility operation request, she thought it would be best to put on an agenda for the future. Staff still recommends it as an emergency authorization to have Menke Excavating come out and do the work and then once we have the final amount come to the Board for approval. She explained that staff wanted to make the Board aware of this issue. It is like Dave said it is kind of unknown exactly where the leak is so the costs are going span the amount of work and where they have to go to repair it.

Alderman Hartman asked if we know how much water we are actually losing a day. Is there an estimate of the leak.

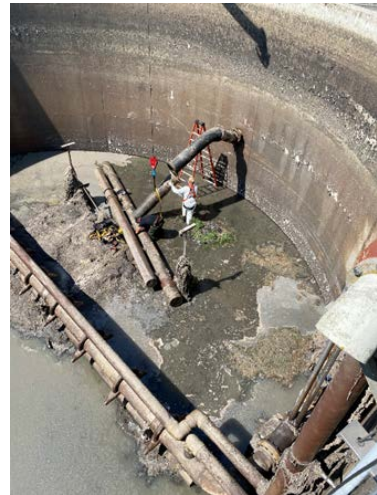
Dave explained that the leak is very minimal right now it is just a wet spot in the corner of the road.

Chuck noted as Cynthia mentioned staff just wanted to get this information to the Board and not wait until the next board meeting on April 3.

Chuck noted that Bob Lemley is going to explain the issues wastewater treatment plant and the expenses that may be coming.



Bob explained that this is a picture of a basin that they took offline earlier in the year because the arm that broke and cost \$40,000 plus to get remanufactured and replaced.



Bob explained that currently they have had to take two basins down and we are having an issue with getting our ammonia down. The ammonia level is a permit that we have to meet with the state and the EPA. Bob noted that during this time of the year you do not have to meet any ammonia standard. Beginning in June, we are going to have to meet the ammonia standard. If we did have to meet it today we would be in violation. All three of the wastewater plant basins are having problems. Bob explained that this is the first time this has happened in the 25 years he has been working for the City.

The normal ammonia coming into this plant ranges anywhere from 30 parts per million to 40 or 50. Our plant when it is functioning properly, will drop that down to one. Bob explained that staff had our engineer, Patrick Young, who Bob has worked with for 20 years and has taught him everything he know about this, come out and walk the plant. Staff explained to him what they are up against and that they not getting the mixing needed. In the picture there are jet diffusers



coming off the 16-inch influent distribution pipe. Those jet diffusers are clogged. There is also an issue with our bar screen which is not able to catch all the wipes, rags and debris out. Bob explained that since COVID people have started using flushable wipes (*these wipes can be flushed they **DO NOT** breakdown and disperse in the sewer system which causes a risk of clogging the plumbing or causing damage to sewer infrastructure*). Bob said that they have shown pictures of the string of wipes coming out of these pumps. These pumps are supposed to pass three to four inch solids but when the wipes form a clump as big as a 6-foot man it is not going to pass it.

Bob explained that in speaking with Patrick those wipe clumps are getting broken up but not enough and they are getting stuck inside those jet diffusers. Bob emailed one of the engineers today and ask him is there anybody else in the state of Missouri or Kansas that has SBR plants like ours. He found out that there are only six plants in the entire state that have this type of plan and two are in Warrensburg so there are only five cities that actually have it. Bob explained that he called Warrensburg and ask them have ever had this same issue they said yes they had. Bob asked how they fixed it because it is a sealed tube. They said they take a rod or an electrical fishing tape and they ram it up in the jet diffuser to clear that jetter out. Bob said that they only have six of jet diffusers and we have about 20. They push the debris back into the big pump. Bob asked them what they do with the debris but he did not know what

happens to it. Bob explained that they would not be pushing the debris back in the influent distribution pipe, he wants to get it out completely when they take it down.

Alderman Ulledahl asked how big the jet diffuser holes are.

Bob said that the jet diffusers only have two-inch holes.

Bob explained that when Patrick was here, he asked staff to turn everything off on the basin and turn the motor pump on. The motive pump pushes the raw sewage through the 6-inch pipe on the bottom and an 8-in pipe above it injects air and we have blowers that inject air. That process mixes everything up and right now we only have about a 4-foot span mixing and normal operation would be stirring that up all the way out to the edge of the basin walls.

Bob noted that we still have the bugs to eat everything and help to keep the ammonia levels down. With only treating maybe 4-foot of the basin the bugs are not happy and they are not eating the ammonia and taking the level down like they should.

Bob explained that staff will have to shut the basin down, get in and try to rod the jet diffusers out and figure out a way to clean the debris out of the 16-inch influent distribution pipe. He said worse-case scenario they will cut the fiberglass distribution pipe, purchase a fiberglass repair kit from the pipe manufacture company and patch the fiberglass. Once it is shut down staff will definitely clean it out completely.

Bob noted that while the basin is down, staff will pull and do preventative maintenance on the 75-horsepower motor pumps. If they need an impeller, or a wear plate, or a seal, or the oil changed it will be done then. Bob explained that staff would like to take each basin down and make sure that everything in it is 100% before they put it back in service. He said that there will be a cost to doing all of this.

Mayor Boley said it seems like it is something that needs to be done.

Cynthia noted that staff wanted to provide this information now because it is something that will be brought forward in the future and will have an impact on budget. She explained that there are maintenance funds included in the budget and this will impact that. Cynthia noted that this is an older plant and we will have to continue to spend the money to make sure that we are maintaining it. She reiterated flushable wipes are not flushable, DO NOT FLUSH them.

Bob said that the wipes are flushable they are NOT biodegradable.

Bob explained that it cost \$34,000 to remanufacture the arm in SBR-1 because it was sitting in the sewer water and it rusted and broke and it was not letting the decanter float up and down. SBR-2 is the same age as SBR-1 and when staff takes it down they will inspect the arm and hopefully it will be in good shape if not staff might be able to repair any damage it might have and not cost quite as much to repair.



Alderman Russell asked if staff would do the same maintenance on SBR-2 as SBR-1.

Bob said that they will do the same cleaning and maintenance on all three SBR's.

Alderman Russell asked about how staff will handle the cleaning in the future, would they just clean the jets.

Bob explained that this is a learning process and something that they have never had to deal with before but it will be part of the preventative maintenance program. Bob noted that Warrensburg takes theirs down every other year. They will possibly take ours down every other year or every 18-months and each one of the jets will be inspected.

Chuck noted that staff wanted to bring this information to the Board. They will be starting on SBR-1 and as Bob mentioned they will be draining the SBR, doing motor pump repairs and rehabilitation and any other work they have to do. Chuck said that the cost could be any where from \$30,000 to \$50,000 per basin. Staff may need to bring in Ace Clean Harbors to help if any of the arms are broken. Mid-America will have to help pull the pumps. City staff will do all the work that they can minimize the cost. He explained that they will not have a general contractor come in to manage it staff will try to manage it themselves.

Mayor Boley asked if we will be adding another basin in the future as part of the Wastewater Master Plan.

Chuck said that we would be.

Mayor Boley not that we have put in for a grant for a new bar screen for the wastewater plant.

#### 4. Discussion of 3-Month FY2023 Budget Review

Stephen Larson, Finance Director, presented the FY2023 3-month budget review.

##### FY2023 Budget Comments

FY 2023 budget figures include budget amendments approved by the Board:

- **Budget Amendment #1: \$51,500 added to the CWWS Fund for the outright purchase of a new Utilities Department Skid Steer.**
- **23% of wage related expenses have been paid through 6 of 26 fiscal year payrolls.**

##### General Fund Review

General Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
Revenues	\$5,466,340	\$5,696,112	\$2,100,856	38.4%

- 1st Quarter FY2023 General Fund revenue projections are bolstered by the performance of property tax, sales tax, and interest earnings from available cash on hand.

General Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Expended
<b>Expenditures</b>	\$6,310,310	\$6,302,701	<b>\$1,310,882</b>	<b>20.8%</b>

GF Funded Capital Project	Phase	Resolution	Contractor/Engineer	Status
Litton Visitor Center Renovation	Construction	Upcoming	To Be Decided	Awaiting Bids
Quincy Boulevard – Sidewalk Replacement	Construction	Upcoming	To Be Decided	Awaiting Bids
2023 Annual Asphalt Overlay Program	Construction	Upcoming	To Be Decided	Awaiting Bids
2023 Sidewalk Replacement Program	Construction	Upcoming	To Be Decided	Awaiting Bids

### Property Tax Revenue

General Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
<b>Property Tax Revenues</b>	\$1,043,745	\$1,075,250	<b>\$997,643</b>	<b>95.6%</b>

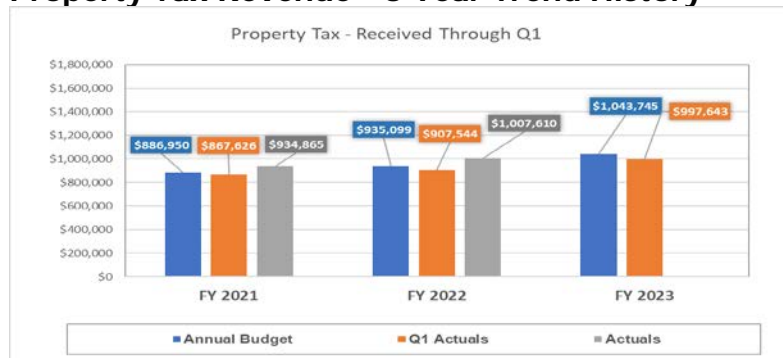
The City received a large Property Tax disbursement from Clay County in January 2023.

The City, on average in the past 3 years, receives 91% of annual property tax revenue by the 1st quarter of the fiscal year.

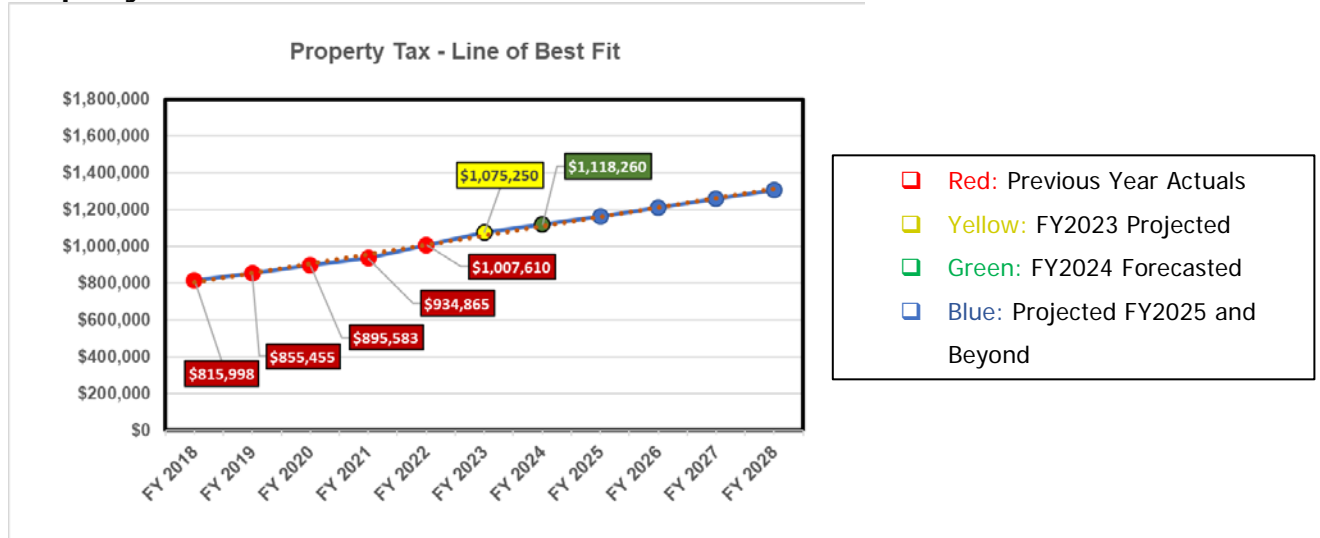
For the last 5 years, the City has seen an average annual increase in property tax revenues of about 5.7%.

*Property Tax revenue comprises **20%** of General Fund revenues and plays a significant role in funding core City services and amenities.*

### Property Tax Revenue - 3 Year Trend History



## Property Tax Revenue – Five Year Lookback



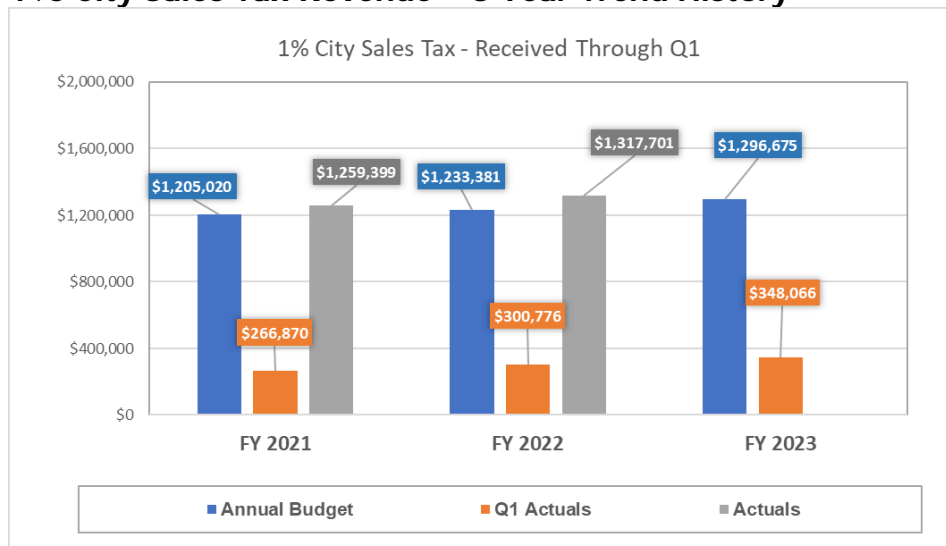
## 1% City Sales Tax Revenue

General Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
Sales Tax Revenues	\$1,296,675	\$1,320,350	\$348,065	26.8%

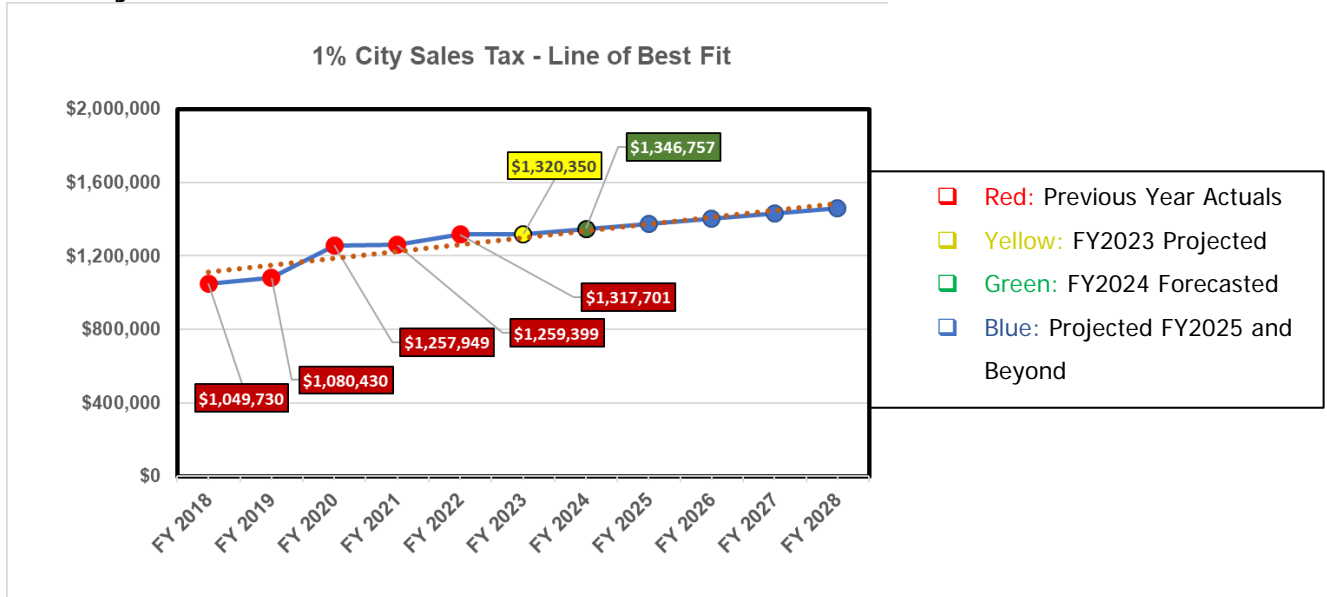
The City, on average in the past 3 years, receives 21.7% of sales tax annual revenue by the 1st quarter of the fiscal year.

This data reflects the monthly transfer of TIF EATs from the General Fund to the Special Allocation Fund (Marketplace TIF).

## 1% City Sales Tax Revenue – 3 Year Trend History



## 1% City Sales Tax Revenue – Five Year Lookback



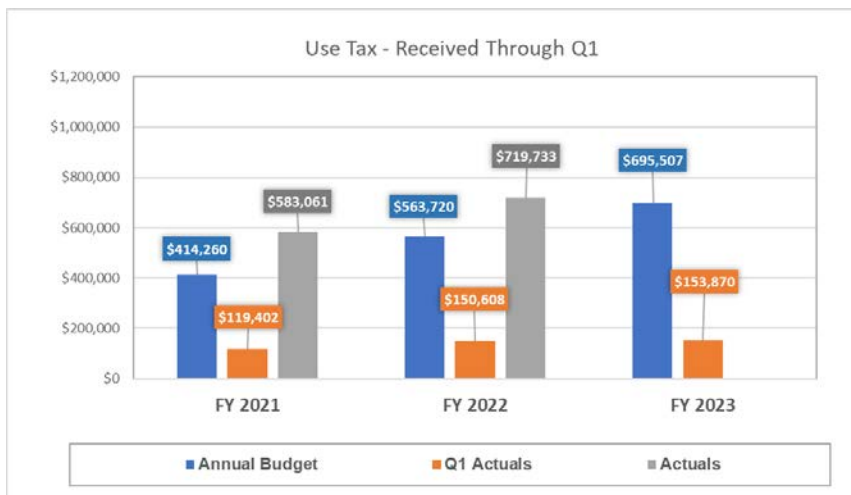
## Use Tax Revenue

General Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
Use Tax Revenues	\$695,507	\$708,460	\$153,870	22.1%

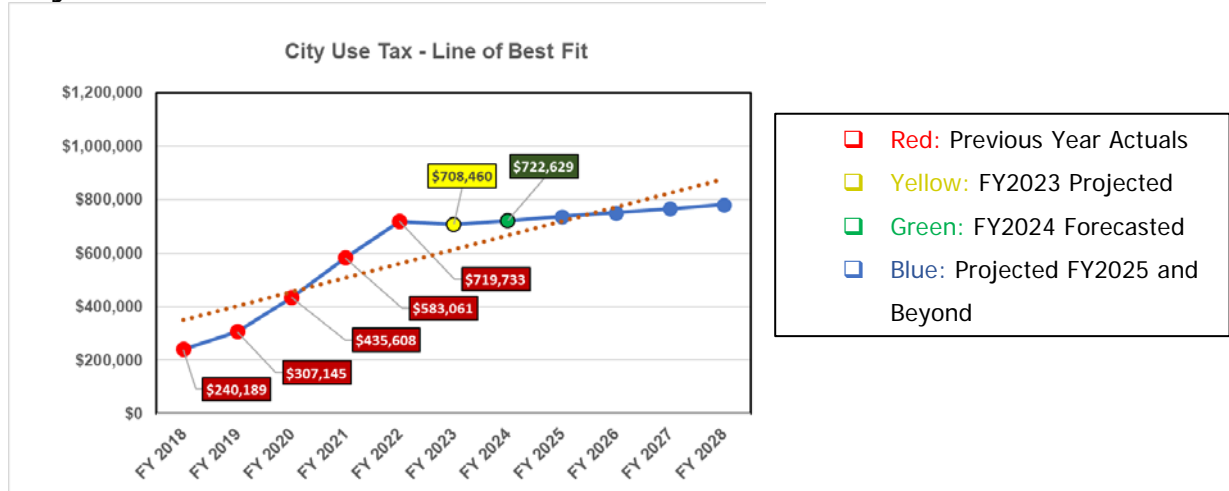
The City, on average in the past 3 years, receives 19.4% of use tax annual revenue by the 1st quarter of the fiscal year.

Use Tax receipts have remained flat in Q1 2023 but are beginning to pick up with the receipting of the January 2023 Distribution in February 2023.

## Use Tax Revenue - 3 Year Trend History



## City Use Tax Revenue – Five Year Lookback



## General Fund – Bottom Line

	Actual FY2022	Budgeted FY2023	Projected FY2023
Beginning Fund Balance	\$ 3,558,070	\$ 3,315,925	\$ 3,254,650
Total Revenues	\$ 5,550,279	\$ 5,466,340	\$ 5,696,112
Total Expenses	\$ 5,853,699	\$ 6,310,310	\$ 6,302,701
Net Change in Fund Balance	\$ (303,420)	\$ (843,970)	\$ (606,589)
Ending Fund Balance	\$ 3,254,650	\$ 2,471,955	\$ 2,648,061

## Capital Improvement Sales Tax Fund

Capital Improvement Sales Tax	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
All Revenues	\$1,160,435	\$1,183,750	\$188,923	16.3%

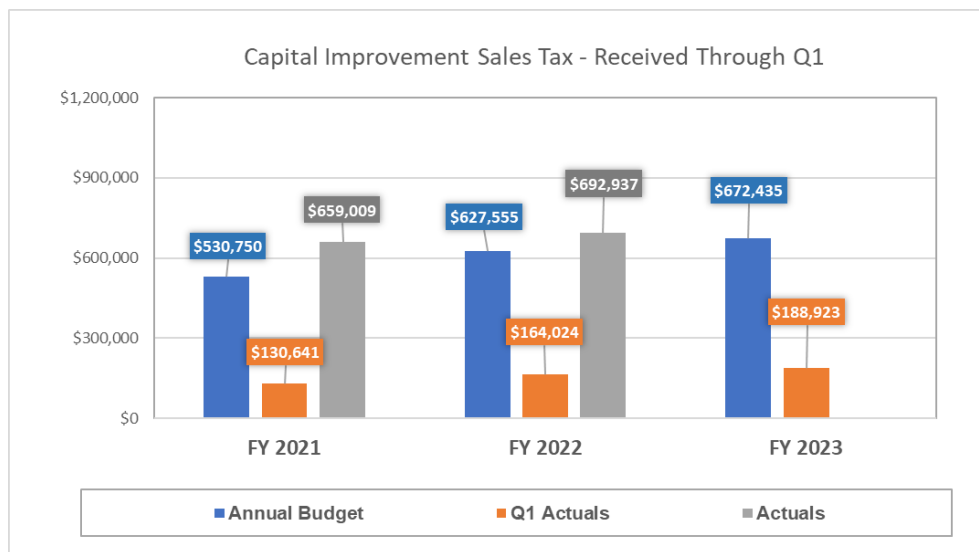
The City, on average in the past year 3 years, receives **19.7%** of capital improvement sales tax annual revenue by the 1<sup>st</sup> quarter of the fiscal year.

Budget includes a \$488,000 MoDOT reimbursement for Streetscape Phase III Construction.

Capital Improvement Sales Tax	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Expended
All Expenditures	\$1,355,370	\$1,355,370	\$29,439	2.2%

CIST Funded Capital Project	Phase	Resolution	Contractor/Engineer	Status
Downtown Streetscape Phase III	Engineering	1026	HDR Engineering	In Progress
Downtown Streetscape Phase III	Construction	Upcoming	To Be Decided	Awaiting Bids
Quincy Boulevard - Road Reconstruction	Construction	Upcoming	To Be Decided	Awaiting Bids

### Capital Improvement Sales Tax Revenue - 3 Year Trend History



### Debt Service Fund

Debt Service	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
<b>Revenues</b>	\$354,845	\$354,845	-	0.0%

The budgeted transfer of **\$354,845** from the Capital Improvement Sales Tax Fund to support Debt Service payments occurred in February 2023.

Debt Service	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Expended
<b>Expenditures</b>	\$343,040	\$343,040	\$250,620	73.1%

General Obligation scheduled debt payments (for Series 2018 and Series 2019 issuances) have been partially paid.

## Transportation Sales Tax Fund

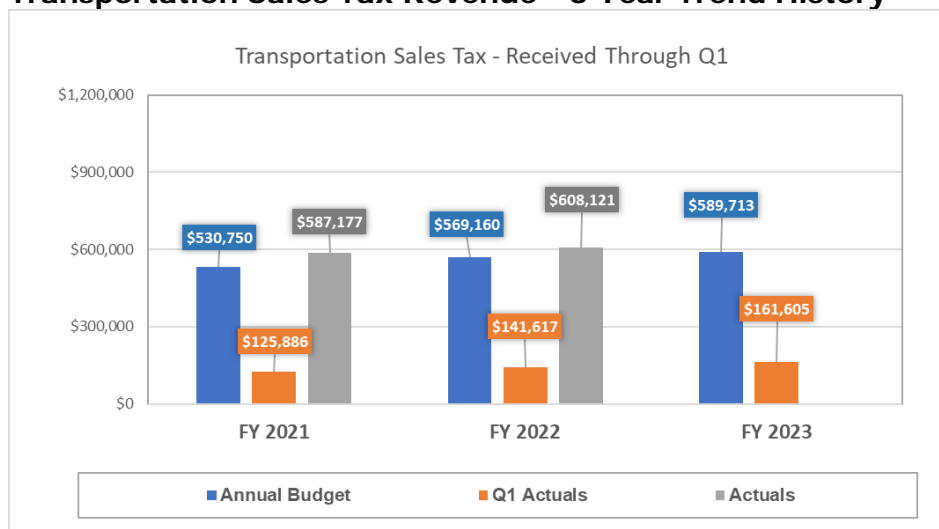
Transportation Sales Tax	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
<b>Revenues</b>	\$589,713	\$615,750	<b>\$161,605</b>	<b>27.4%</b>

The City, on average in the past 3 years, receives **21.8%** of transportation sales tax annual revenue by the 1<sup>st</sup> quarter of the fiscal year.

Transportation Sales Tax	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Expended
<b>Expenditures</b>	\$702,246	\$702,246	<b>\$44,332</b>	<b>6.3%</b>

TST Funded Capital Project	Phase	Resolution	Contractor/Engineer	Status
2023 Annual Asphalt Overlay Program	Upcoming	Upcoming	To Be Decided	Awaiting Bids
Quincy Boulevard - Road Reconstruction	Upcoming	Upcoming	To Be Decided	Awaiting Bids
4th Street and 4th Terrace – Road Reconstruction	Upcoming	Upcoming	To Be Decided	Awaiting Bids

## Transportation Sales Tax Revenue - 3 Year Trend History



### Combined Water & Wastewater Fund

CWWS Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Received
<b>Revenues</b>	\$9,340,817	\$9,412,697	<b>\$1,351,095</b>	<b>14.5%</b>

Budgeted revenues include COP proceeds of **\$3,900,000** for 144<sup>th</sup> Street Lift Station and West Bypass of the 144<sup>th</sup> Street Lift Station.

CWWS Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% of Budget Expended
<b>Expenditures</b>	\$13,070,115	\$11,963,624	<b>\$1,379,507</b>	<b>10.6%</b>

Budgeted expenditures include COP proceeds of **\$3,900,000** for 144<sup>th</sup> Street Lift Station and West Bypass of the 144<sup>th</sup> Street Lift Station.

### 2023 Capital & Maintenance Program – CWWS Fund

CWWS Capital Project	Phase	Resolution	Contractor/Engineer	Status
Winner and Woods Waterline Replacement	Construction	1158	Blue Moon Hauling	In Progress
Aerobic Digester	Construction	1084	David E. Ross	In Progress
West Bypass of 144 <sup>th</sup> Street Lift Station	Engineering	987	HDR Engineering	In Progress
Little Platte River Crossing Waterline Replacement	Engineering	1138	HDR Engineering	In Progress
4th Street & 4th Terrace Waterline Replacement	Engineering	1054	Veenstra & Kimm	In Progress
Quincy Boulevard Waterline Replacement	Engineering	1043	Snyder & Associates	In Progress
Owens Branch Interceptor	Engineering	1176	HDR Engineering	In Progress
2023 Slipline Sewer Program	Maintenance	Upcoming	To Be Decided	Award Bid
4th Street & 4th Terrace Waterline Replacement	Construction	Upcoming	To Be Decided	Award Bid
West Bypass of 144 <sup>th</sup> Street Lift Station	Construction	Upcoming	To Be Decided	Awaiting Bid
144th Street Lift Station	Construction	Upcoming	To Be Decided	Awaiting Bid
Quincy Boulevard Waterline Replacement	Construction	Upcoming	To Be Decided	Awaiting Bid
Water Plant Improvements	Construction	Upcoming	To Be Decided	Awaiting Bid

## Water & Wastewater Sales Revenue

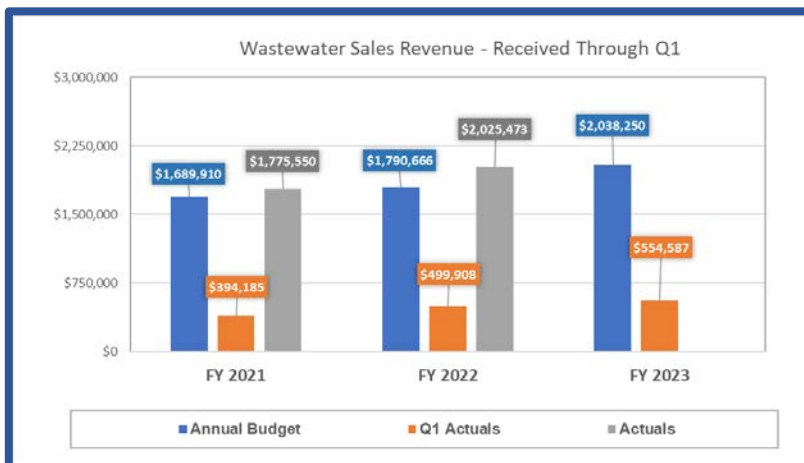
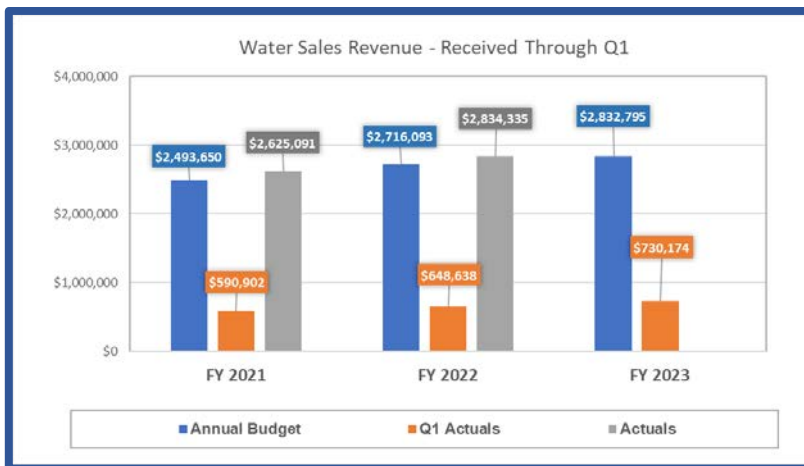
CWWS Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Received of Budget
<b>Water Sales</b>	\$2,832,795	\$2,935,988	<b>\$730,174</b>	<b>25.8%</b>

The City, on average in the past 3 years, receives **22.6%** of water sales annual revenue by the 1<sup>st</sup> quarter of the fiscal year.

CWWS Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Received of Budget
<b>Wastewater Sales</b>	\$2,038,250	\$2,101,468	<b>\$554,587</b>	<b>27.2%</b>

The City, on average in the past 3 years, receives **23.03%** of wastewater sales annual revenue by 1<sup>st</sup> quarter of the fiscal year.

## Water & Wastewater Sales Revenue - 3 Year History of Q1



### CWWS Fund – Bottom Line

	Actual FY2022	Budgeted FY2023	Projected FY2023
Beginning Fund Balance	\$ 5,497,931	\$ 7,123,744	\$ 6,747,157
Total Revenues	\$ 6,221,873	\$ 9,340,817	\$ 9,412,697
Total Expenses	\$ 4,972,647	\$ 13,070,115	\$ 11,963,624
Net Change in Fund Balance	\$ 1,249,226	\$ (3,729,298)	\$ (2,550,927)
Ending Fund Balance	\$ 6,747,157	\$ 3,394,446	\$ 4,196,230

### Sanitation Fund

Sanitation Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Received of Budget
Revenues	\$915,860	\$844,436	\$205,577	22.4%

The City, on average in the past 3 years, receives **24.3%** of solid waste annual revenue by the 1<sup>st</sup> quarter of the fiscal year.

Sanitation Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Expended of Budget
Expenditures	\$900,600	\$844,050	\$220,522	24.5%

The City also pays to participate in the Household Hazardous Waste collection program (paid for in Q1 every year) administered by MARC which is funded by the Sanitation Fund.

### Park & Stormwater Sales Tax Fun

Park & Stormwater Sales Tax	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Received of Budget
Revenues	\$672,435	\$695,750	\$188,667	28.1%

The City, on average in the past year 2 years, receives **19.2%** of park and stormwater sales tax annual revenue by the 1<sup>st</sup> quarter of the fiscal year.

Park & Stormwater Sales Tax	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Expended of Budget
<b>Expenditures</b>	\$497,750	\$460,200	<b>\$27,362</b>	<b>5.5%</b>

PST Funded Capital Project	Phase	Resolution	Contractor/Engineer	Status
Stormwater Discovery & Master Plan	Design	1106	George Butler Associates	Completed
Quincy Boulevard – Stormwater Improvements	Engineering	1043	Snyder & Associates	In Progress
Quincy Boulevard – Stormwater Improvements	Construction	Upcoming	To Be Decided	Awaiting Bid

#### VERF (Vehicle & Equipment Replacement Fund)

VERF	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Received of Budget
<b>Revenues</b>	\$422,100	\$422,100	<b>\$85,722</b>	<b>20.3%</b>

The VERF received the budgeted \$70,000 transfer for annual operational support in Q1 of 2023.

VERF	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Expended of Budget
<b>Expenditures</b>	\$381,750	\$381,750	<b>\$80,203</b>	<b>21.0%</b>

The City is currently leasing **22 vehicles** with Enterprise Fleet Management.

#### ARPA (American Rescue Plan Act) Fun

American Rescue Plan Act Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Received of Budget
<b>Revenues</b>	-	-	-	-

Finance staff will record an *interest earnings journal entry* at the end of FY2023 for the ARPA Fund.

American Rescue Plan Act Fund	FY2023 Budgeted	FY2023 Projections	FY2023 YTD	% Expended of Budget
<b>Expenditures</b>	\$953,270	\$880,215	<b>\$307,459</b>	<b>32.3%</b>

As of January 31, 2023, the City had **\$565,446** remaining on the Raw Water Pump Station construction contract with Irvinbilt Construction.

### 3 Month Budget Review – Conclusion

#### Revenues

- *Property Tax*: Property tax will exceed the designated budget in FY2023.
- *Sales Tax*: Excellent growth through Q1, which is likely somewhat driven by consumer inflation, but also growth in the local economy.
- *Use Tax*: Flat growth through Q1 compared to previous year but beginning to pick up.
- *Building Permits*: Less new residential permits resulting in lower permit revenues.
- *Interest Earnings*: Higher earnings rate has allowed for revenues to exceed budget through Q1.

#### Expenditures

- *General Fund Operational Expenditures*: In finishing Q1 2023, the City has very few vacancies, which will result in lower vacancy savings in FY2023.
- *Capital Budgets*: Capital budget spending is significant in all funds this year. Staff will continue to monitor budgets for any potential change orders or project addition needs.

### 5. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:52 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN  
REGULAR SESSION**

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

**1. Call to Order**

Mayor Boley, present, called the meeting to order at 7:03 p.m. following the Work Session. A quorum of the Board was present: John Chevalier, Leeah Shipley, Marv Atkins, Ronald Russell, Dan Ulledahl and Dan Hartman.

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

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

**3. Consent Agenda**

- **Minutes**

- February 21, Board of Aldermen Work Session Minutes
- February 21, Board of Aldermen Regular Session Minutes

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

No discussion.

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared the consent agenda approved.

**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

**4. Committee Reports**

Alderman Atkins reported on the February 28 Economic Development Committee meeting. They had an introduction of committee members. They had a review of the committee's job description and went over the role of the Economic Development Committee for tax increment financing as far as what the responsibilities are.

There have been only one residential permit and one commercial permit to date for 2023. Sales and usage tax is up for the first part of the year. There are 653 renewed and new business license for this year. Twelve special events have been scheduled for 2023 so far.

They also discussed the economical development goals in accordance with the Strategic Plan and the Comprehensive Plan and what the committee's priorities are for the 2023 year. They will return to monthly meetings until they have their priorities set.

**5. City Administrator's Report**

Cynthia Wagner, City Administrator, noted that the RFQ for Animal Care and Housing was reposted with a due date for responses June 2, which is a 90-day posting.

The City also participated in the Art on the Move Sculpture draft last week and we were able to secure a bronze sculpture.



We are anticipating a May delivery of that artwork which will be placed somewhere on the square. We will evaluate the placement for either the corner that was included in streetscape for art or in Courtyard Park. Cynthia noted that there was a committee that went through and prioritized over one hundred of works of art available and then more were selected through a draft process. The City had a committee comprised of Alyssa Sanders with Main Street, Jeff Becker a business owner downtown, Jeff Bloemker a former Alderman, Dani Wilson the Chair of the Parks and Recreation Committee, Matt Denton and Cynthia. Cynthia noted that the committee was really excited about some opportunities to be able to market and promote this and hopefully attract people to the downtown area. They see some potential for selfies and photos and an ability to market this.

Cynthia noted that she wanted to call attention to the meeting schedule with spring break coming up and also with the election. The March 21 meeting is cancelled due to spring break, the April 4 meeting is moved to Monday, April 3. Later in the summer we have a couple of meeting cancellations due to vacations. She also noted that we have been able to secure the MCC facility we used last year for a governing body retreat that is set for May 9. There will be additional information forthcoming as we focus on budget items.

## ORDINANCES & RESOLUTIONS

### 6. **Bill No. 2977-23, Conceptual Plan – Fairview Crossing North – 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2977-23, approving the conceptual plan for Fairview Crossing North. 2<sup>nd</sup> reading by title only. Alderman Shipley seconded the motion.

#### Public comment

Constance Scott, 308 Killarney Lane, explained to the Board that they had been having discussions with the developer, Shane Crees, and he had agreed to plant a row of trees for

privacy. He has been listening to their concerns and is continuing to work with the residents of the Hills of Shannon. Ms. Scott thanked Mr. Crees.

Alderman Chevalier noted that the Planning and Zoning Commission would be reviewing the conceptual plan and encouraged them to stay involved.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2977-23 approved.

**7. Bill No. 2978-23, Rezoning Northeast Corner of Second Creek and Lowman Road from A-1 to R-1B and R-3 – 2<sup>nd</sup> Reading**

Alderman moved to approve Bill No. 2978-23, approving the rezoning of the Northeast Corner of Second Creek and Lowman Road from A-1 to R-1B and R-3. 2<sup>nd</sup> reading by title only. Alderman seconded the motion.

Alderman Hartman recused himself at 7:12 p.m.

Public comment

Roberta Lowman, 16251 Lowman Road, asked that the Board please consider one more time to rezone the entire area of the 32 acres as only R-1 as it is her big concern. Ms. Lowman said that she is for the development, but rezoning part of the property R-3 was never part of the original agreement. She asked Alderman and the Mayor in representing all of the citizens to please let this be resolved.

Ms. Lowman asked for someone to email her the link for the Comprehensive Plan for the eight-foot sidewalks and trails.

Cindy Hadley, 520 Second Creek Road, said that she and her husband are longtime residents of Smithville and have lived on this property for 30 years. Ms. Hadley gave the Board a handout of some of the things she believed would help clarify what she was explaining. The 520 address is their property. It shows the FEMA flood area. The yellow second picture indicates the multi-family and the homes that will surround their property.

#### Property Description

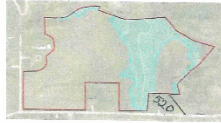
The project is located on a 32 Ac parcel west of downtown Smithville on 2<sup>nd</sup> Creek Rd. See figure 1, the parcel is located at the northeast corner of the intersection of 2<sup>nd</sup> Creek Rd and 164<sup>th</sup> St (Lowman Rd.). The proposed project is a new subdivision consisting of 53 lots zoned single family (R-1B) and 17 lots zoned multiple family (R-3).

#### Property Drainage

The property naturally drains west and north. Approximately 24.7 Ac of the site drains to an existing 1.6 Ac pond. There is approximately 3.5 Ac of offsite area that drains directly into the project area. Drainage from the land west of 164<sup>th</sup> St is intercepted by the west drainage ditch of 164<sup>th</sup> St and around the project area. All runoff from the project site flows to the Little Platte River.

#### FEMA

Figure 2: Zone AE Flood Area

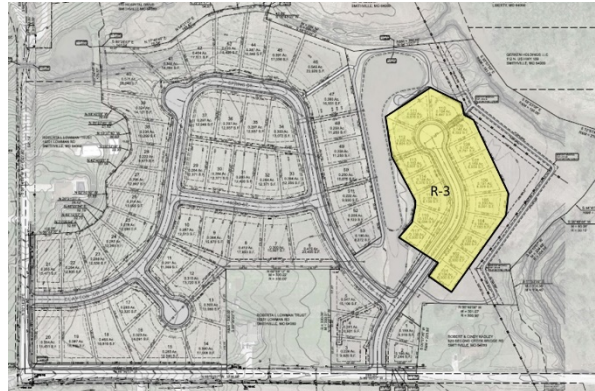


See figure 2, approximately 8.8 Ac of the property is located within the FEMA designated AE flood zone. The boundary of the flood zone as shown in figure 2 was determined using FIRIM map number 29047C0014E dated August 3, 2015. The base flood elevation is approximately 812 and the development will utilize a minimum floor elevation of 814 for design. No portion of the development is in the floodway.

#### USACE

No jurisdictional water issues are anticipated. There are no streams located through the property and drainage from the property is ephemeral. The property is bordered along the north by a stream which drains approximately 120 Ac located west of 164<sup>th</sup> St. The stream is shown as an intermittent blue line stream per the USGS 2021 Smithville quadrangle topo map. The east side of the property is bordered by the Little Platte River and Second Creek. The proposed development will not disturb any stream or river.

USGS topo mapping indicates the existing pond has been present on the property since 1961. See figure 3, the pond was checked against the national wetlands inventory interactive mapping system which categorizes the pond as manmade freshwater. The mapping system does not indicate any emerging or existing wetlands within the footprint of the proposed development. The development will continue to utilize the pond and surrounding area as recreational open space. The pond will be disturbed during construction to deepen the water and reshaped to fit the plat footprint.



Ms. Hadley said that Jack Hendrix, Development Director, in January said that for this to be out of the flood range it would have to be elevated two to three feet above the flood stage. She said that this backs up right to the corner of their property, which would put them in a hole. Ms. Hadley asked if the developer had presented a plan to keep the runoff from coming into their yard. She explained that the west and northwest corners of their property is flat, and the water does not run off, it has to soak in. She said that this will have too much elevation and does not see how it cannot come on to their property. By elevating the multiplexes that will be right up against their property. How is it not going to drain onto their property? She asked again if the developer had presented a drainage plan or was it even brought up before about the stormwater runoff. She asked the Board not to do this to their property.

Kristine Bunch, 18608 Primrose, began with "When is an okay time to speak up, when multifamily homes are built on single-family homes land contingencies, when buildings are built sideways between Meadow Street and Main Street." Ms. Bunch said that there is a contract that had a contingency and proceeded to read it. "This contract is contingent upon other additional terms and conditions on page one." Ms. Bunch said that we have all bought and sold homes before and sometimes you cannot buy another home until your current home sold and sometimes that is a contract contingency. She said that somethings do not happen if a contingency or if the contingency is not met. She said that the contingency in this contract says all homes in future subdivision will be single family residence and resell between \$400,000 and \$500,000 per house. Ms. Bunch said that was what was what was agreed upon and that is what was signed. She also said that she believed the original plan was only single-family homes. She asked to please keep this single family which she believed is R-1.

Alderman Chevalier asked that Jack Hendrix explain what the developers plan is for the drainage issue.

Jack Hendrix noted that the plan that was submitted for the first level of this review was posted on the [City's website](#). It identifies where all the water goes now and where it will go after construction. Jack explained that until this is approved they will not do the actual

construction design plans that will identify those issues. The current iteration estimates is that most of the water that comes down the hill now will go into a detention basin where the little lake is located. Then any run off will drain around the north side and into the river. Jack explained that until we see the actual construction plans, we will not know how it is laid out and that issue will obviously be addressed in those plans. Jack noted that those plans will go to the engineers to review to make sure that it meets those standards.

Alderman Chevalier asked if the construction design plans would then come back to Board for approval.

Jack explained that the construction design plans be reviewed and approved by the City's engineers and the Board would then have the final plat that will have it included for approval.

Alderman Chevalier clarified that the Board of Aldermen will have another vote on this in order to approve their integration plan.

Jack explained that any final plat has to be approved by the Board of Aldermen.

Alderman Russell stated that this has been for him a lot of trying to make head or tails on a lot of stuff. He said that he knows this much that Ms. Lowman signed an agreement, the real estate sale contract. She had a licensed agent assisting her that is a member of the Board. That person is also a member of the LMW Investments that bought that property and now it is does not have the request for single-family homes as the on the real estate sale contract. It is now being brought forward not only for that to approve but also LMW Investments is asking for a plat proposal that has bike path that runs through the property and low and behold is connecting with the city wide Platte County Connector. Alderman Russell said that has been promised in the in the paperwork today and has been promised to be paid for with grant funding from 2026 when we go by a year by year budget. Alderman Russell stated that this thing stinks, it stinks to him and in his opinion, it is a political bias and urged the members of this committee here needs to really pay attention to what they are approving or not approving with this whole Lowman property.

Alderman Atkins noted that this has already been through the City's legal counsel.

Mayor Boley noted that Alderman Russell is new to the Board but explained that all development in Smithville that is adjacent to trails, sidewalks and roads the developer is responsible for. All development pays for their own infrastructure. Mayor Boley explained that the grant funding for Second Creek sidewalks has nothing to do with this project.

Alderman Russell called a point of order. He said that in the paperwork the Board was given to review stated that the grant funding to connect the bike path is based on the 2026 grant funding.

*The point of order calls upon the chair to make a ruling. The chair may rule on the point of order or submit it to the judgment of the assembly. If the chair accepts the point of order, it is said to be ruled "well taken". If not, it is said to be ruled "not well taken".*

Mayor Boley said that was correct it is funding from MARC (Mid-America Regional Council) through MoDOT. That trail construction will be approved just the same as the Commercial

Street Sidewalk and Streetscape Phase III. These are all multi-year projects because MoDOT plans far in advance.

Upon roll call vote:

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

Ayes – 4, Noes – 1, motion carries. Mayor Boley declared Bill No. 2978-23 approved.

Alderman Hartman returned to the meeting at 7:26 p.m.

**8. Bill No. 2979-23, Amending Certain Provisions Of Chapter 155 – Emergency Ordinance Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2979-23 amending certain provisions of Chapter 155, Article I, Section 155.010(D) of the Municipal Code pertaining to TIF Commission composition. 2<sup>nd</sup> reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2977-23 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2979-23 amending certain provisions of Chapter 155, Article I, Section 155.010(D) of the Municipal Code pertaining to TIF Commission composition. 2<sup>nd</sup> reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

Alderman Russell - Aye, Alderman Shipley - Aye, Alderman Hartman - Aye,  
Alderman Chevalier - Aye, Alderman Atkins - Aye, Alderman Ulledahl - Aye.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2979-23 approved.

**9. Bill No. 2980-23, Maintaining Gross Receipts Tax/Payment Of License Fees Under Section 735.010 – Emergency Ordinance Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2980-23, maintaining Gross Receipts Tax/Payment of License Fees under Section 735.010 of the City Ordinances. 1<sup>st</sup> reading by title only. Alderman Hartman the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2980-23 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2980-23, maintaining Gross Receipts Tax/Payment of License Fees under Section 735.010 of the City Ordinances. 2<sup>nd</sup> reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2980-23 approved.

**10. Bill No. 2981-23, FY2023 Budget Amendment No. 2 – Emergency Ordinance  
Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2981-23, amending the FY2023 Budget to add \$165,000 to the expenditure budget in the Transportation Sales Tax Fund. 2<sup>nd</sup> reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2981-23 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2981-23, amending the FY2023 Budget to add \$165,000 to the expenditure budget in the Transportation Sales Tax Fund. 2<sup>nd</sup> reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2981-23 approved.

**11. Bill No. 2982-23, Condemnation of Property – 1<sup>st</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2982-23, condemning certain lands for the purpose of constructing and maintaining a sewer line. 1<sup>st</sup> reading by title only. Alderman Hartman seconded the motion.

Alderman Atkins asked if the only thing holding this up is just the agreement on the value of the land.

Chuck Soules, Public Works Director, noted that the discussions he has had with all three of the property owners are centered around the value. He said that we just are too far apart to bring something to the Board.

Alderman Atkins asked where we get the values from.

Chuck noted that he is not an appraiser, so the only thing he can do is use the county appraiser's evaluation and we have treated everyone equally. Similar properties are offered similar amounts. We have made some adjustments to the county appraisals based on examples such as one commercial property next to another commercial property where one is this less than the other. In that instance we have paid the higher amount. We do not pay an exceptional amount. Usually our easements are paid 25% for permanent and 10% for a temporary easement. He explained that when you figure that all out, it does not amount to much. Chuck explained that for these three particular properties we are not even in the same ballpark.

Mayor Boley asked how many easements staff had already secured for this project.

Chuck said that they have already gotten eleven of the easements.

Alderman Chevalier asked if they go through a process where they have three appraisers.

Chuck explained that now the City has hired an appraiser and Chuck as given him the information. The appraiser is going to make his own appraisal. He will appraise the value of the property before the taking and another appraisal of the property after taking and whatever that difference is will be the value we will be using. Chuck explained he will then sit down with all the owners and discuss with them what the appraisal is so that we can come to an agreement. He said that we can offer more, or they can take less. We can come to any agreement that the Board most comfortable in doing.

Chuck noted that from his perspective he cannot make an offer that is extreme because that also sets the prices for the next properties that he has to get the easements and he does not want to set that precedent. He is trying to treat everybody the same.

Chuck explained that if we cannot come to an agreement after the appraisal, then we will go to the court and the court will pick three appraisers. The appraisers will meet and come to determination of the value and that will be what we pay. Chuck noted that this is the fairest way for the property owner because they are getting multiple appraisals and if they want they can also get their own. If they choose to get their own and they can bring the appraisal to staff, and we can have that discussion. Chuck said that right now neither the owners nor himself have the true value, they believe their properties are always worth more. They have presented what they would like and the numbers are just too far apart.

Alderman Chevalier asked if we are required to use the number that the court ordered appraisers number comes in at or if their value is lower than ours can we still go with our original number.

Chuck explained that once the court ordered appraiser comes up with a value the City will then pay the court that amount. Then we can take the right of way from that those properties. Chuck also explained that on most of these properties the City is within the Everygy easement so the properties already have restrictions based on the Everygy easement. There is only one of the properties that we will be outside of the easement and Chuck is unsure of how that will affect the value and he did not take that into account when he made their offer.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2982-23 approved first reading.

**12. Bill No. 2983-23, Condemnation of Property – 1<sup>st</sup> Reading**

Alderman Ulledahl moved to approve Bill No. 2983-23, condemning certain lands for the purpose of constructing and maintaining a sewer line. 1<sup>st</sup> reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2983-23 approved first reading.

**13. Resolution 1192, Agreement with the Smithville Senior Center**

Alderman Ulledahl moved to approve Resolution 1192, approving the engagement of Jeffrey Place for labor attorney services. Alderman Hartman seconded the motion.

Polly Delehant, 13400 Forest Oaks Drive, she is the secretary of the Board of Directors for the Senior Center. She explained that they basically approve the lease but had a little problem with some of the language in Section 1, where the third sentence starts:

*Section 1. (the third sentence)*

*The City retains the right to review the number of seniors benefiting from this Agreement and the need for the building space. Accordingly, the City retains the right to ether provide the same or similar services itself (in the Building or elsewhere) or to use the Building for any other needed purpose.*

They would like it to end after the word agreement and would like to cut out the remaining part that says and the need for the building space accordingly the city retains the right to either provide the same or similar services itself in the building or elsewhere or to use the building for any other needed purpose. She explained that they were a little uncomfortable with that last section and would like that cut.

Cynthia noted that Polly, Matt and she spoke right before the meeting and staff would concur with that change.

Ms. Delehant explained that their Vice President asked her just before she came up to speak to ask what guarantee do they have that they will never be evicted.

Mayor Boley explained that this Board cannot make decisions for future Board members.

Cynthia explained that the contract does outline a timeline for notification for all that there would be those discussions.

Mayor Boley explained that he believed that language was in the agreement in case the seniors outgrew the building due to the Senior Services guidelines. He noted that he was fine with removing that language and asked for a motion.

Alderman Atkins moved to amend the agreement to place a period after agreement in Section 1, third sentence and strike the remainder of that paragraph.

*~~The City retains the right to review the number of seniors benefiting from this Agreement. and the need for the building space. Accordingly, the City retains the right to either provide the same or similar services itself (in the Building or elsewhere) or to use the Building for any other needed purpose.~~*

Alderman Hartman seconded the motion.

No discussion on the amendment to the agreement.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the amendment to the agreement approved.

Alderman Russell thanked Matt Denton, Parks Director and Cynthia for the work they have done on this. He said that on the RFA stated the proposed contract period is from March 1, 2023, to December 31, 2023. In the Cooperative agreement in Section 11 item B says

*Section 11 – Subsection B*

*This Agreement shall be perpetual unless terminated by either party with or without cause upon One Hundred Twenty (120) day's written notice to the other party*

Alderman Russell said that he would like it noted that one document (the RFA) says less than a year the other one (the agreement) says terminated by either party with or without cause.

Alderman Russell said that this gives him a little bit of pause on the protection of the senior citizens. He also noted that there is no rental agreement amount. So, this is basically perpetual until someone wants to call it quits. Alderman Russell said that Cynthia had explained to him that there is a process that would have to be followed if the City would have to find the seniors another location. But he is a little leery of this from a secure standpoint of a location for the seniors. He would like to see the language cleaned up. He also asked for clarification on the no dollar amount in the agreement.

Cynthia explained that was correct. The language in the RFA noted a one dollar per year amount that was included in the prior agreement but there is no dollar amount in this

agreement. Cynthia noted that the time frame for notification is by either party of a desire for a change to the contract or a vacation of the facility.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Resolution 1192 approved as amended.

**14. Resolution 1193, Award Bid No. 23-04, Sanitary Sewer Rehabilitation**

Alderman Ulledahl moved to approve Resolution 1193, awarding Bid No. 23-04 Sanitary Sewer Rehabilitation to SAK Construction, LLC in the amount of \$143,200. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1193 approved.

**15. Resolution 1194, Final Plat – Fairview Crossing North**

Alderman Ulledahl moved to approve Resolution 1194, approving the final plat for Fairview Crossing North Subdivision. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1194 approved.

**16. Resolution 1195, Preliminary Plat, Second Creek Meadows**

Alderman Ulledahl moved to approve Resolution 1195, approving a Preliminary Plat for a 70-lot residential subdivision to be called Second Creek Meadows. Alderman Shipley seconded the motion.

Alderman Hartman recused himself at 7:45 p.m.

No discussion.

Ayes – 4, Noes – 1, motion carries. Mayor Boley declared Resolution 1195 approved.

Alderman Hartman returned to the meeting at 7:46 p.m.

**17. Resolution 1196, Authorization No. 89, Amendment No. 1, Additional Engineering for Raw Water Pump Station**

Alderman Ulledahl moved to approve Resolution 1196, approving Amendment No. 1. to Authorization No. 89 with HDR Engineering, Inc. in the amount of \$24,140 for engineering and construction services for the Raw Water Pump, Valve Vault and Zebra Mussel Control for the Raw Water Pump Station. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1196 approved.

**18. Resolution 1197, Amendment No. 1 to Authorization No. 92, Engineering for Smith's Fork Pump Station Force Main**

Alderman Ulledahl moved to approve Resolution 1197, approving Amendment No. 1 to Authorization No. 99 with HDR Engineering, Inc. in an amount of \$127,800 for engineering design of the Smith Fork Sanitary Sewer Force Main. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1197 approved.

**19. Resolution 1198, Award Bid – Sewer for Streetscape Phase III**

Alderman Ulledahl moved to approve Resolution 1198, awarding the bid to Menke Excavating in an amount of \$42,408 to replace the service lines at 211, 213, and 215 Bridge Street for Streetscape Phase III. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1198 approved.

**20. Resolution 1199, Award RFP 23-03, 4th Street and 4th Terrace Utility**

Alderman Ulledahl moved to approve Resolution 1199, awarding RFP 23-03, 4th Street and 4th Terrace Improvements to Menke Excavating in an amount of \$885,740.13. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1199 approved.

**OTHER MATTERS BEFORE THE BOARD**

**21. Public Comment**

None

**22. New Business from the Floor**

Alderman Russell proposed that the City draft that the City of Smithville not have any business practice, investments or contracts with entities engaged in or related to ideological boycotts, political correctness, social engineering or other discriminatory conduct concurring environmental, social or governance standards commonly referred to as E.S.G.

For the City of Smithville to divest from investments with entities engaged in ideological boycotts and to provide protection for Smithville business from these business practices.

The City of Smithville will divest from investments with entities engaged in ideological boycotts and will disqualify financial institutions from receiving deposits of City monies and prohibit the City from entering into any contract without written verification that the contractor is not engaged in the discriminatory practices of ideological boycotts.

*This was taken verbatim from Alderman Russell's notes.*

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

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

Upon roll call vote.

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at  
7:49 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor



## FY2023 BUDGET - FINANCIAL UPDATE

2/28/2023

REVENUES BY FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
GENERAL FUND	5,550,279.24	5,466,340.00	2,573,211.86	5,466,340.00	47.07%
CAPITAL PROJECTS FUND	289,753.81	40,000.00	-	40,000.00	0.00%
CAPITAL IMPROVEMENT SALES TAX FUND	692,937.19	1,160,435.00	240,815.32	1,160,435.00	20.75%
DEBT SERVICE FUND	351,550.00	354,845.00	354,845.00	354,845.00	100.00%
TRANSPORTATION SALES TAX FUND	623,946.76	589,713.00	206,426.26	589,713.00	35.00%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,221,929.78	9,340,817.00	1,822,970.73	8,060,903.62	19.52%
SANITATION FUND	813,121.89	915,860.00	278,201.51	915,860.00	30.38%
SPECIAL ALLOCATION FUND	689,849.17	705,000.00	357,849.33	705,000.00	50.76%
PARK & STORMWATER SALES TAX FUND	701,959.69	672,435.00	240,450.36	672,435.00	35.76%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	368,778.35	422,100.00	85,721.83	422,100.00	20.31%
COMMONS CID FUND	350,438.80	380,250.00	137,254.22	380,250.00	36.10%
DONATION FUND	3,305.00	10,500.00	4,126.00	10,500.00	39.30%
AMERICAN RESCUE PLAN ACT FUND	1,120,698.48	-	-	-	
	<b>17,778,548.16</b>	<b>20,058,295.00</b>	<b>6,301,872.42</b>	<b>18,778,381.62</b>	<b>31.42%</b>

EXPENDITURES BY FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
GENERAL FUND	5,853,698.64	6,310,310.00	1,710,354.51	6,310,310.00	27.10%
CAPITAL PROJECTS FUND	127,000.00	-	-	-	
CAPITAL IMPROVEMENT SALES TAX FUND	536,192.40	1,355,370.00	389,626.31	1,355,370.00	28.75%
DEBT SERVICE FUND	339,212.50	343,040.00	250,620.00	343,040.00	73.06%
TRANSPORTATION SALES TAX FUND	656,800.23	867,246.00	111,581.63	867,246.00	12.87%
COMBINED WATER/WASTEWATER SYSTEMS FUND	4,972,647.60	13,070,115.00	1,712,719.50	13,070,115.00	13.10%
SANITATION FUND	818,525.83	900,600.00	288,947.14	900,600.00	32.08%
SPECIAL ALLOCATION FUND	1,016,185.65	703,000.00	157,812.06	703,000.00	22.45%
PARK & STORMWATER SALES TAX FUND	329,898.48	497,750.00	41,956.26	497,750.00	8.43%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	210,127.57	381,750.00	99,377.96	381,750.00	26.03%
COMMONS CID FUND	554,816.41	335,618.00	73,889.16	335,618.00	22.02%
DONATION FUND	-	20,000.00	9,885.65	20,000.00	
AMERICAN RESCUE PLAN ACT FUND	1,330,033.49	953,270.00	312,567.51	-	32.79%
	<b>16,745,138.80</b>	<b>25,738,069.00</b>	<b>5,159,337.69</b>	<b>24,784,799.00</b>	<b>20.05%</b>

## GENERAL FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	1,007,610.30	1,043,745.00	1,054,247.72	1,043,745.00	101.01%
SALES AND USE TAXES	2,122,572.19	2,068,284.00	701,433.78	2,068,284.00	33.91%
FRANCHISE TAXES	742,590.12	674,690.00	219,624.62	674,690.00	32.55%
OTHER TAXES	371,802.62	385,402.00	193,756.33	385,402.00	50.27%
LICENSES, FEES, AND PERMITS	402,259.69	408,964.00	102,320.44	408,964.00	25.02%
INTERGOVERNMENTAL REVENUES	48,263.29	53,210.00	24,646.25	53,210.00	46.32%
CHARGES FOR SERVICES	327,865.38	359,230.00	37,231.46	359,230.00	10.36%
FINES AND FORFEITS	123,682.24	117,775.00	39,220.53	117,775.00	33.30%
INTEREST	126,203.05	65,000.00	174,180.34	65,000.00	267.97%
DONATIONS	-	-	-	-	#DIV/0!
OTHER REVENUE	41,090.90	5,400.00	22,901.96	5,400.00	424.11%
DEBT ISSUED	8,281.91	3,300.00	-	3,300.00	
TRANSFERS IN	225,340.00	277,560.00	-	277,560.00	0.00%
	<b>5,547,561.69</b>	<b>5,462,560.00</b>	<b>2,569,563.43</b>	<b>5,462,560.00</b>	47.04%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	676,792.05	700,930.00	216,176.43	700,930.00	30.84%
STREET	1,086,191.52	1,452,960.00	302,733.31	1,452,960.00	20.84%
POLICE	2,304,749.38	2,227,070.00	715,182.36	2,227,070.00	32.11%
DEVELOPMENT	467,272.31	514,820.00	128,096.90	514,820.00	24.88%
FINANCE	443,700.30	466,260.00	139,942.76	466,260.00	30.01%
COURT	-	-	-	-	
PARKS & REC	786,066.42	859,000.00	189,540.92	859,000.00	22.07%
SENIOR CENTER	27,391.10	36,890.00	8,603.88	36,890.00	23.32%
ELECTED OFFICIALS	51,777.91	43,280.00	7,925.52	43,280.00	18.31%
ANIMAL SHELTER	9,757.65	9,100.00	2,152.43	9,100.00	23.65%
EMERGENCY	-	-	-	-	
	<b>5,853,698.64</b>	<b>6,310,310.00</b>	<b>1,710,354.51</b>	<b>6,310,310.00</b>	27.10%

## ADMINISTRATION

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	293,981.84	317,640.00	92,788.66	317,640.00	29.21%
PART-TIME WAGES	33,442.35	37,500.00	14,633.00	37,500.00	39.02%
OVERTIME WAGES	-	-	-	-	
FICA EXPENSE	24,516.20	27,170.00	8,010.63	27,170.00	29.48%
EMPLOYEE BENEFITS	19,898.78	23,080.00	10,141.31	23,080.00	43.94%
WORKER'S COMPENSATION	564.31	760.00	-	760.00	0.00%
RETIREMENT EXPENSE	25,680.89	33,390.00	8,382.78	33,390.00	25.11%
UNEMPLOYMENT BENEFITS	3,728.56	-	-	-	
<b>Personnel</b>	<b>401,812.93</b>	<b>439,540.00</b>	<b>133,956.38</b>	<b>439,540.00</b>	<b>30.48%</b>
REPAIRS & MAINTENANCE - BLDG	6,680.97	9,170.00	12,715.42	9,170.00	138.66%
REPAIRS & MAINTENANCE - EQUIP	6,693.10	8,840.00	2,593.32	8,840.00	29.34%
REPAIRS & MAINT - VEHICLES	-	-	-	-	
REPAIRS & MAINTENANCE - SFTWRE	18,115.03	19,400.00	1,582.80	19,400.00	8.16%
ELECTRICITY	1,305.28	2,050.00	419.38	2,050.00	20.46%
TELEPHONE/INTERNET	2,824.71	2,770.00	687.01	2,770.00	24.80%
MOBILE COMMUNICATIONS	2,410.07	2,490.00	825.54	2,490.00	33.15%
CAPITAL EXPENDITURES - EQUIP	-	19,000.00	9,170.04	19,000.00	48.26%
CAPITAL EXPENDITURES - SOFTWRE	-	60,000.00	-	60,000.00	0.00%
TOOLS & SUPPLIES	602.86	430.00	93.29	430.00	21.70%
<b>Operation and Maintenance</b>	<b>38,632.02</b>	<b>124,150.00</b>	<b>28,086.80</b>	<b>124,150.00</b>	<b>22.62%</b>
FUEL	-	-	-	-	
<b>Contractual Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
<b>Insurance</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
TRAINING & TRAVEL EXPENSE	13,145.37	11,410.00	2,413.37	11,410.00	21.15%
OFFICE SUPPLIES	8,201.09	7,170.00	2,843.34	7,170.00	39.66%
POSTAGE	1,735.85	3,000.00	1,513.55	3,000.00	50.45%
<b>Office and Administrative</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
<b>Capital Improvement Projects</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
<b>Transfers Out</b>					
<b>TOTAL GENERAL FUND</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#VALUE!</b>

# PUBLIC WORKS (STREET)

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	429,174.71	497,450.00	147,080.35	497,450.00	29.57%
PART-TIME WAGES	20,971.42	22,360.00	6,766.69	22,360.00	30.26%
OVERTIME WAGES	8,795.94	8,000.00	2,273.98	8,000.00	28.42%
FICA EXPENSE	32,153.05	40,380.00	10,899.50	40,380.00	26.99%
EMPLOYEE BENEFITS	67,071.29	88,190.00	31,426.31	88,190.00	35.63%
WORKER'S COMPENSATION	32,136.78	42,610.00	-	42,610.00	0.00%
RETIREMENT EXPENSE	37,250.46	47,520.00	11,610.30	47,520.00	24.43%
UNIFORM EXPENSE	1,956.61	3,000.00	2,019.75	3,000.00	67.33%
<b>Personnel</b>	<b>629,510.26</b>	<b>749,510.00</b>	<b>212,076.88</b>	<b>749,510.00</b>	<b>28.30%</b>
REPAIRS & MAINTENANCE - BLDG	38.66	1,000.00	-	1,000.00	0.00%
REPAIRS & MAINTENANCE - EQUIP	1,620.45	1,490.00	268.58	1,490.00	18.03%
REPAIRS & MAINT - VEHICLES	2,626.95	1,500.00	1,545.79	1,500.00	103.05%
REPAIRS & MAINTENANCE - SFWRE	103,135.53	9,940.00	1,805.79	9,940.00	18.17%
ELECTRICITY	85,999.58	94,300.00	30,756.78	94,300.00	32.62%
PROPANE	5,058.39	10,000.00	4,238.70	10,000.00	42.39%
TELEPHONE/INTERNET	5,838.69	4,630.00	1,833.88	4,630.00	39.61%
MOBILE COMMUNICATIONS	4,848.98	5,200.00	2,746.59	5,200.00	52.82%
CAPITAL EXPENDITURES - EQUIP	2,076.77	-	11.50	-	1150.00%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
TOOLS & SUPPLIES	748.42	1,500.00	109.87	1,500.00	7.32%
FUEL	-	-	101.91	-	10191.00%
<b>Operation and Maintenance</b>	<b>211,992.42</b>	<b>129,560.00</b>	<b>43,419.39</b>	<b>129,560.00</b>	<b>33.51%</b>
PROFESSIONAL SERVICES	161,454.97	212,070.00	11,425.93	212,070.00	5.39%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
<b>Contractual Services</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
<b>Insurance</b>	<b>-</b>	<b>1,000.00</b>	<b>-</b>	<b>1,000.00</b>	<b>0.00%</b>
INSURANCE EXPENSE	13,806.82	19,370.00	-	19,370.00	0.00%
TRAINING & TRAVEL EXPENSE	4,287.44	3,000.00	313.28	3,000.00	10.44%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
<b>Office and Administrative</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
MEMBERSHIPS & SUBSCRIPTIONS	1,354.52	950.00	40.00	950.00	4.21%
<b>Capital Improvement Projects</b>	<b>1,354.52</b>	<b>950.00</b>	<b>40.00</b>	<b>950.00</b>	<b>4.21%</b>
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
<b>Other Expenses</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
<b>Transfers Out</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>
<b>TOTAL GENERAL FUND</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	

# POLICE DEPARTMENT

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	1,085,225.89	1,189,510.00	397,687.16	1,189,510.00	33.43%
PART-TIME WAGES	16,026.31	19,900.00	4,693.28	19,900.00	23.58%
OVERTIME WAGES	100,484.98	67,600.00	30,362.50	67,600.00	44.91%
FICA EXPENSE	87,449.84	92,520.00	31,423.84	92,520.00	33.96%
EMPLOYEE BENEFITS	151,300.84	174,780.00	69,158.12	174,780.00	39.57%
WORKER'S COMPENSATION	49,832.93	62,840.00	-	62,840.00	0.00%
RETIREMENT EXPENSE	94,651.97	155,890.00	36,641.04	155,890.00	23.50%
UNIFORM EXPENSE	25,246.73	24,970.00	7,445.67	24,970.00	29.82%
<b>Personnel</b>	<b>1,610,219.49</b>	<b>1,788,010.00</b>	<b>577,411.61</b>	<b>1,788,010.00</b>	<b>32.29%</b>
REPAIRS & MAINT - BLDG	13,959.99	9,910.00	3,427.46	9,910.00	34.59%
REPAIRS & MAINTENANCE - EQUIP	10,139.37	9,110.00	5,865.43	9,110.00	64.38%
REPAIRS & MAINT - VEHICLES	46,768.94	23,960.00	18,375.48	23,960.00	76.69%
REPAIRS & MAINT - SOFTWARE	28,493.70	41,860.00	14,140.98	41,860.00	33.78%
ELECTRICITY	7,190.88	7,160.00	2,819.68	7,160.00	39.38%
TELEPHONE/INTERNET	5,636.02	7,730.00	1,278.47	7,730.00	16.54%
MOBILE COMMUNICATIONS	7,292.03	9,390.00	2,878.71	9,390.00	30.66%
CAPITAL EXPENDITURES - EQUIP	90,751.88	26,700.00	10,022.64	26,700.00	37.54%
CAPITAL EXPENDITURES - VEHICLE	415.38	-	-	-	-
CAPITAL EXPENDITURES - SOFTWARE	20,200.87	2,500.00	-	2,500.00	0.00%
TOOLS & SUPPLIES	16,096.56	19,470.00	2,540.53	19,470.00	13.05%
FUEL	48,347.33	48,750.00	13,665.61	48,750.00	28.03%
ANIMAL CONTROL	-	500.00	-	500.00	0.00%
<b>Operation and Maintenance</b>	<b>295,292.95</b>	<b>207,040.00</b>	<b>75,014.99</b>	<b>207,040.00</b>	<b>36.23%</b>
PROFESSIONAL SERVICES	74,066.54	36,760.00	13,786.26	36,760.00	37.50%
LEGAL FEES	-	-	-	-	-
DISPATCHING	71,104.49	72,560.00	11,799.66	72,560.00	16.26%
CONFINEMENT	3,425.21	6,000.00	2,278.71	6,000.00	37.98%
<b>Contractual Services</b>	<b>148,596.24</b>	<b>115,320.00</b>	<b>27,864.63</b>	<b>115,320.00</b>	<b>24.16%</b>
COURT APPOINTED FEES	-	-	7,164.59	-	716459.00%
<b>Insurance</b>	<b>-</b>	<b>-</b>	<b>7,164.59</b>	<b>-</b>	<b>716459.00%</b>
INSURANCE DEDUCTIBLES	-	1,000.00	-	1,000.00	0.00%
INSURANCE EXPENSE	51,193.79	56,120.00	-	56,120.00	0.00%
TRAINING & TRAVEL EXPENSE	33,971.78	28,810.00	11,362.68	28,810.00	39.44%
ACADEMY TRAINING	5,239.18	10,000.00	10,478.36	10,000.00	104.78%
<b>Office and Administrative</b>	<b>90,404.75</b>	<b>95,930.00</b>	<b>21,841.04</b>	<b>95,930.00</b>	<b>22.77%</b>
ADVERTISING	335.90	250.00	-	250.00	0.00%
<b>Capital Improvement Projects</b>	<b>335.90</b>	<b>250.00</b>	<b>-</b>	<b>250.00</b>	<b>0.00%</b>
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
MEMBERSHIPS & SUBSCRIPTIONS	20,912.65	17,190.00	2,698.37	17,190.00	-
<b>Other Expenses</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL GENERAL FUND</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	<b>#N/A</b>	

## DEVELOPMENT

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	293,553.34	311,210.00	91,636.96	311,210.00	29.45%
OVERTIME WAGES	432.03	750.00	145.61	750.00	19.41%
FICA EXPENSE	21,349.44	23,870.00	6,576.08	23,870.00	27.55%
EMPLOYEE BENEFITS	31,549.52	36,050.00	12,329.34	36,050.00	34.20%
WORKER'S COMPENSATION	10,171.88	12,880.00	-	12,880.00	0.00%
RETIREMENT EXPENSE	25,870.89	29,330.00	8,039.06	29,330.00	27.41%
UNIFORM EXPENSE	764.20	1,800.00	-	1,800.00	0.00%
<b>Personnel</b>	<b>383,691.30</b>	<b>415,890.00</b>	<b>118,727.05</b>	<b>415,890.00</b>	<b>28.55%</b>
REPAIRS & MAINTENANCE - BLDG	1,449.52	1,320.00	439.20	1,320.00	33.27%
REPAIRS & MAINTENANCE - EQUIP	890.01	1,630.00	607.21	1,630.00	37.25%
REPAIRS & MAINT - VEHICLES	2,866.09	1,640.00	76.13	1,640.00	4.64%
REPAIRS & MAINT - SFTWRE/MAPS	25,097.94	23,560.00	471.30	23,560.00	2.00%
ELECTRICITY	1,083.19	1,410.00	419.38	1,410.00	29.74%
TELEPHONE/INTERNET	1,708.71	1,950.00	379.26	1,950.00	19.45%
MOBILE COMMUNICATIONS	1,867.06	2,200.00	607.28	2,200.00	27.60%
CAPITAL EXPENDITURES - EQUIP	3,166.99	1,600.00	962.09	1,600.00	60.13%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - HARDWARE	-	-	-	-	
TOOLS & SUPPLIES	184.32	1,020.00	-	1,020.00	0.00%
FUEL	4,094.86	6,570.00	785.38	6,570.00	11.95%
<b>Operation and Maintenance</b>	<b>42,408.69</b>	<b>42,900.00</b>	<b>4,747.23</b>	<b>42,900.00</b>	<b>11.07%</b>
PROFESSIONAL SERVICES	27,640.88	36,190.00	3,129.11	36,190.00	8.65%
<b>Contractual Services</b>	<b>27,640.88</b>	<b>36,190.00</b>	<b>3,129.11</b>	<b>36,190.00</b>	<b>8.65%</b>
INSURANCE EXPENSE	6,537.74	7,210.00	-	7,210.00	0.00%
<b>Insurance</b>	<b>6,537.74</b>	<b>7,210.00</b>	<b>-</b>	<b>7,210.00</b>	<b>0.00%</b>
TRAINING & TRAVEL EXPENSE	2,612.28	3,000.00	-	3,000.00	0.00%
OFFICE SUPPLIES EXPENSE	1,046.45	1,000.00	247.15	1,000.00	24.72%
POSTAGE	1,140.27	1,800.00	133.45	1,800.00	7.41%
ADVERTISING	2,154.70	5,400.00	1,042.91	5,400.00	19.31%
MEMBERSHIPS & SUBSCRIPTIONS	40.00	1,430.00	70.00	1,430.00	4.90%
<b>Office and Administrative</b>	<b>6,993.70</b>	<b>12,630.00</b>	<b>1,493.51</b>	<b>12,630.00</b>	<b>11.83%</b>
<b>Capital Improvement Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
MISCELLANEOUS EXPENSE	-	-	-	-	
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Interest</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL GENERAL FUND</b>	<b>467,272.31</b>	<b>514,820.00</b>	<b>128,096.90</b>	<b>514,820.00</b>	<b>24.88%</b>

# FINANCE DEPARTMENT

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	230,587.77	247,930.00	67,622.19	247,930.00	27.27%
PART-TIME WAGES	-	-	-	-	
OVERTIME WAGES	94.94	750.00	244.67	750.00	32.62%
FICA EXPENSE	16,960.54	19,030.00	5,002.14	19,030.00	26.29%
EMPLOYEE BENEFITS	40,531.98	50,450.00	13,409.32	50,450.00	26.58%
WORKER'S COMPENSATION	414.64	520.00	-	520.00	0.00%
RETIREMENT EXPENSE	19,653.90	23,380.00	6,059.72	23,380.00	25.92%
<b>Personnel</b>	<b>308,243.77</b>	<b>342,060.00</b>	<b>92,338.04</b>	<b>342,060.00</b>	<b>26.99%</b>
REPAIRS & MAINTENANCE - BLDG	915.24	880.00	292.80	880.00	33.27%
REPAIRS & MAINTENANCE - EQUIP	1,727.73	740.00	454.79	740.00	61.46%
REPAIRS & MAINTENANCE - SFTWRE	22,087.72	22,160.00	1,325.68	22,160.00	5.98%
ELECTRICITY	787.79	1,030.00	305.01	1,030.00	29.61%
TELEPHONE/INTERNET	1,132.32	1,380.00	258.98	1,380.00	18.77%
MOBILE COMMUNICATIONS	445.99	490.00	161.82	490.00	33.02%
CAPITAL EXPENDITURES - EQUIP	-	-	-	-	
TOOLS & SUPPLIES	302.71	1,340.00	929.52	1,340.00	69.37%
<b>Operation and Maintenance</b>	<b>27,399.50</b>	<b>28,020.00</b>	<b>3,728.60</b>	<b>28,020.00</b>	<b>13.31%</b>
PROFESSIONAL SERVICES	41,242.56	37,850.00	23,049.37	37,850.00	60.90%
<b>Contractual Services</b>	<b>41,242.56</b>	<b>37,850.00</b>	<b>23,049.37</b>	<b>37,850.00</b>	<b>60.90%</b>
INSURANCE EXPENSE	3,428.00	3,690.00	-	3,690.00	0.00%
<b>Insurance</b>	<b>3,428.00</b>	<b>3,690.00</b>	<b>-</b>	<b>3,690.00</b>	<b>0.00%</b>
TRAINING & TRAVEL EXPENSE	769.10	1,200.00	111.75	1,200.00	9.31%
OFFICE SUPPLIES	1,069.36	650.00	333.54	650.00	51.31%
ADVERTISING	-	260.00	-	260.00	0.00%
BANK CHARGES	61,033.01	52,010.00	19,961.46	52,010.00	38.38%
MEMBERSHIPS & SUBSCRIPTIONS	515.00	520.00	420.00	520.00	80.77%
<b>Office and Administrative</b>	<b>63,386.47</b>	<b>54,640.00</b>	<b>20,826.75</b>	<b>54,640.00</b>	<b>38.12%</b>
<b>Capital Improvement Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Interest</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL GENERAL FUND</b>	<b>443,700.30</b>	<b>466,260.00</b>	<b>139,942.76</b>	<b>466,260.00</b>	<b>30.01%</b>



# MUNICIPAL COURT

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
salaries & wages	-	-	-	-	
part-time wages	-	-	-	-	
overtime wages	-	-	-	-	
fica expense	-	-	-	-	
employee benefits	-	-	-	-	
WORKER'S COMPENSATION	-	-	-	-	
retirement expense	-	-	-	-	
<b>Personnel</b>	-	-	-	-	
repairs & maintenance - bldg	-	-	-	-	
repairs & maintenance - equip	-	-	-	-	
repairs & maintenance - sftwre	-	-	-	-	
ELECTRICITY	-	-	-	-	
TELEPHONE/INTERNET	-	-	-	-	
capital expenditures - hrdwre	-	-	-	-	
tools & supplies	-	-	-	-	
<b>Operation and Maintenance</b>	-	-	-	-	
professional services	-	-	-	-	
<b>Contractual Services</b>	-	-	-	-	
insurance expense	-	-	-	-	
<b>Insurance</b>	-	-	-	-	
training & travel	-	-	-	-	
office supplies expense	-	-	-	-	
postage	-	-	-	-	
bank charges	-	-	-	-	
<b>Office and Administrative</b>	-	-	-	-	
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	-	-	-	-	



PARKS & RECREATION

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	263,511.32	321,350.00	93,221.29	321,350.00	29.01%
PART-TIME WAGES	17,576.48	21,840.00	-	21,840.00	0.00%
PART-TIME RECREATION WAGES	4,647.46	4,100.00	-	4,100.00	0.00%
OVERTIME WAGES	3,625.49	2,000.00	1,390.06	2,000.00	69.50%
FICA EXPENSE	21,503.89	26,730.00	7,186.06	26,730.00	26.88%
EMPLOYEE BENEFITS	30,541.75	56,220.00	11,664.62	56,220.00	20.75%
WORKER'S COMPENSATION	11,738.41	15,730.00	-	15,730.00	0.00%
RETIREMENT EXPENSE	18,556.94	30,400.00	6,694.07	30,400.00	22.02%
UNIFORM EXPENSE	2,428.34	3,250.00	2,883.81	3,250.00	88.73%
Personnel	374,130.08	481,620.00	123,039.91	481,620.00	25.55%
REPAIRS & MAINTENANCE - BLDG	2,568.07	1,000.00	240.12	1,000.00	24.01%
REPAIRS & MAINTENANCE - EQUIP	34,033.23	11,500.00	5,904.40	11,500.00	51.34%
REPAIRS & MAINT - VEHICLES	295.81	750.00	342.57	750.00	45.68%
REPAIRS & MAINT - INFRASTRUCTR	7,694.71	21,000.00	6,618.89	21,000.00	31.52%
REPAIRS & MAINT - PARKS	13,920.35	19,000.00	3,746.11	19,000.00	19.72%
REPAIRS & MAINT - SOFTWARE	14,468.59	15,420.00	2,968.28	15,420.00	19.25%
REPAIRS & MAINT - SMITH'S FORK	109,752.67	10,000.00	8,400.55	10,000.00	84.01%
ELECTRICITY	28,060.96	32,400.00	6,976.89	32,400.00	21.53%
PROPANE	5,387.10	9,000.00	3,738.22	9,000.00	41.54%
TELEPHONE/INTERNET	6,392.63	7,250.00	1,868.74	7,250.00	25.78%
MOBILE COMMUNICATIONS	2,989.98	3,260.00	1,056.99	3,260.00	32.42%
CAPITAL EXPENDITURES - EQUIP	-	-	-	-	
CAPITAL EXPENDITURES - VEHICLE	-	47,850.00	-	47,850.00	0.00%
CAPITAL EXPENDITURES - HRDWARE	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	-	-	-	-	
TOOLS & SUPPLIES	8,017.12	6,000.00	764.38	6,000.00	12.74%
FUEL	16,849.31	12,380.00	1,620.49	12,380.00	13.09%
recreation	-	-	-	-	
YOUTH REC LEAGUE UNIFORMS	19,920.45	20,010.00	2,024.26	20,010.00	10.12%
YOUTH REC LEAGUE UMPIRES	18,003.93	12,320.00	7,191.25	12,320.00	58.37%
ADULT REC LEAGUE UNIFORMS	-	1,000.00	40.71	1,000.00	4.07%
ADULT REC LEAGUE OFFICIALS	-	1,000.00	-	1,000.00	0.00%
REC LEAGUE BACKGROUND CHECKS	400.42	720.00	-	720.00	0.00%
REC LEAGUE SUPPLIES/AWARDS	15,035.30	27,010.00	4,524.00	27,010.00	16.75%
REC LEAGUE ADVERTISING	1,195.37	1,000.00	250.00	1,000.00	25.00%
Operation and Maintenance	304,986.00	259,870.00	58,276.85	259,870.00	22.43%
BIKE RACE	1,488.67	11,550.00	1,138.64	11,550.00	9.86%
PROFESSIONAL SERVICES	14,672.45	5,310.00	1,967.65	5,310.00	37.06%
LEASE PAYMENTS	38,701.20	40,640.00	-	40,640.00	0.00%
CAMP HOST SERVICES	14,700.00	14,700.00	-	14,700.00	0.00%
FIREWORKS DISPLAY	16,000.00	16,000.00	-	16,000.00	0.00%
Contractual Services	85,562.32	88,200.00	3,106.29	88,200.00	3.52%
MOVIE NIGHTS	2,062.07	2,400.00	-	2,400.00	0.00%
Insurance	2,062.07	2,400.00	-	2,400.00	0.00%
INSURANCE EXPENSE	12,701.27	15,500.00	-	15,500.00	0.00%
TRAINING & TRAVEL EXPENSE	3,639.83	7,890.00	1,395.00	7,890.00	17.68%
OFFICE SUPPLIES	534.52	750.00	2,427.37	750.00	323.65%
POSTAGE	-	-	-	-	
ADVERTISING	2,125.33	1,000.00	370.50	1,000.00	37.05%
MEMBERSHIPS	325.00	770.00	925.00	770.00	120.13%
Office and Administrative	19,325.95	25,910.00	5,117.87	25,910.00	19.75%
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
Capital Improvement Projects	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
Transfers Out	-	-	-	-	
TOTAL GENERAL FUND	786,066.42	858,000.00	189,540.92	858,000.00	

## SENIOR CENTER

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	10,663.97	8,180.00	1,586.03	8,180.00	19.39%
ELECTRICITY	2,206.69	1,740.00	660.64	1,740.00	37.97%
NATURAL GAS	1,134.35	1,560.00	556.48	1,560.00	35.67%
TELEPHONE/INTERNET	1,641.89	1,970.00	674.31	1,970.00	34.23%
TOOLS & SUPPLIES	99.85	2,750.00	545.67	2,750.00	19.84%
<b>Operation and Maintenance</b>	<b>15,746.75</b>	<b>16,200.00</b>	<b>4,023.13</b>	<b>16,200.00</b>	<b>24.83%</b>
PROFESSIONAL SERVICES	7,855.25	16,900.00	4,580.75	16,900.00	27.11%
<b>Contractual Services</b>	<b>7,855.25</b>	<b>16,900.00</b>	<b>4,580.75</b>	<b>16,900.00</b>	<b>27.11%</b>
INSURANCE	3,789.10	3,790.00	-	3,790.00	0.00%
<b>Insurance</b>	<b>3,789.10</b>	<b>3,790.00</b>	<b>-</b>	<b>3,790.00</b>	<b>0.00%</b>
<b>Office and Administrative</b>	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	-	-	-	
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	<b>27,391.10</b>	<b>36,890.00</b>	<b>8,603.88</b>	<b>36,890.00</b>	<b>23.32%</b>

## ELECTED OFFICIALS

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
PART-TIME WAGES	14,550.00	15,150.00	4,800.00	15,150.00	31.68%
FICA EXPENSE	1,113.44	1,160.00	367.32	1,160.00	31.67%
WORKER'S COMPENSATION	30.34	40.00	-	40.00	0.00%
<b>Personnel</b>	<b>15,693.78</b>	<b>16,350.00</b>	<b>5,167.32</b>	<b>16,350.00</b>	<b>31.60%</b>
WORKER'S COMPENSATION	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,163.55	1,320.00	390.40	1,320.00	29.58%
REPAIRS & MAINT - SOFTWARE	1,067.08	2,140.00	502.32	2,140.00	23.47%
ELECTRICITY	1,378.63	1,160.00	533.77	1,160.00	46.01%
TELEPHONE/INTERNET	1,383.91	1,590.00	232.80	1,590.00	14.64%
MOBILE COMMUNICATIONS	-	-	-	-	
TOOLS & SUPPLIES	7.50	220.00	-	220.00	0.00%
<b>Operation and Maintenance</b>	<b>5,000.67</b>	<b>6,430.00</b>	<b>1,659.29</b>	<b>6,430.00</b>	<b>25.81%</b>
COMMUNITY RELATIONS ALLOWANCE	-	-	-	-	
<b>Contractual Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
PROFESSIONAL SERVICES	14,266.46	5,160.00	134.25	5,160.00	2.60%
<b>Insurance</b>	<b>14,266.46</b>	<b>5,160.00</b>	<b>134.25</b>	<b>5,160.00</b>	<b>2.60%</b>
INSURANCE EXPENSE	1,363.42	1,660.00	-	1,660.00	0.00%
TRAINING & TRAVEL EXPENSE	1,905.72	2,750.00	300.00	2,750.00	10.91%
OFFICE SUPPLIES	563.61	1,000.00	76.86	1,000.00	7.69%
ADVERTISING	12,199.25	8,350.00	212.80	8,350.00	2.55%
MEMBERSHIPS & SUBSCRIPTIONS	785.00	1,580.00	375.00	1,580.00	23.73%
<b>Office and Administrative</b>	<b>16,817.00</b>	<b>15,340.00</b>	<b>964.66</b>	<b>15,340.00</b>	<b>6.29%</b>
<b>Capital Improvement Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Debt - Interest</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Transfers Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>TOTAL GENERAL FUND</b>	<b>51,777.91</b>	<b>43,280.00</b>	<b>7,925.52</b>	<b>43,280.00</b>	<b>18.31%</b>

## ANIMAL SHELTER

2/28/2023

GENERAL FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
REPAIRS & MAINT - BLDG	853.46	600.00	654.85	600.00	109.14%
TOOLS & SUPPLIES	1,584.57	1,500.00	546.52	1,500.00	36.43%
<b>Operation and Maintenance</b>	<b>2,438.03</b>	<b>2,100.00</b>	<b>1,201.37</b>	<b>2,100.00</b>	<b>57.21%</b>
PROFESSIONAL SERVICES	7,141.62	6,000.00	951.06	6,000.00	15.85%
<b>Contractual Services</b>	<b>7,141.62</b>	<b>6,000.00</b>	<b>951.06</b>	<b>6,000.00</b>	<b>15.85%</b>
<b>Insurance</b>	-	-	-	-	
ADVERTISING	-	-	-	-	
<b>Office and Administrative</b>	-	-	-	-	
TRAINING & TRAVEL	178.00	1,000.00	-	1,000.00	0.00%
<b>Capital Improvement Projects</b>	<b>178.00</b>	<b>1,000.00</b>	<b>-</b>	<b>1,000.00</b>	<b>0.00%</b>
<b>Other Expenses</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
<b>Transfers Out</b>	-	-	-	-	
<b>TOTAL GENERAL FUND</b>	<b>9,757.65</b>	<b>9,100.00</b>	<b>2,152.43</b>	<b>9,100.00</b>	<b>23.65%</b>

## SPECIAL ALLOCATION FUND (MARKETPLACE TIF)

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
PROPERTY TAXES	189,504.87	195,000.00	183,455.85	195,000.00	94.08%
SALES AND USE TAXES	500,344.30	510,000.00	174,393.48	510,000.00	34.19%
	<b>689,849.17</b>	<b>705,000.00</b>	<b>357,849.33</b>	<b>705,000.00</b>	50.76%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	1,016,185.65	703,000.00	157,812.06	703,000.00	22.45%
	<b>1,016,185.65</b>	<b>703,000.00</b>	<b>157,812.06</b>	<b>703,000.00</b>	22.45%

## CAPITAL PROJECTS FUND

2/28/2023

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

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
STREET	127,000.00	-	-	-
	<b>127,000.00</b>	-	-	-



## TRANSPORTATION SALES TAX FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
SALES TAXES	608,120.52	589,713.00	205,606.26	589,713.00	34.87%
STREET & CURB CUT FEES	-	-	820.00	-	
MISCELLANEOUS REVENUE	15,826.24	-	-	-	
PROCEEDS FROM DEBT ISSUED	-	-	-	-	
TRANSFERS IN	-	-	-	-	
	<b>623,946.76</b>	<b>589,713.00</b>	<b>206,426.26</b>	<b>589,713.00</b>	35.00%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	656,800.23	867,246.00	111,581.63	867,246.00	12.87%
	<b>656,800.23</b>	<b>867,246.00</b>	<b>111,581.63</b>	<b>867,246.00</b>	12.87%

## TRANSPORTATION SALES TAX FUND

2/28/2023

TRANSPORTATION SALES TAX FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
REPAIRS & MAINTENANCE - BLDG	1,753.72	1,000.00	244.57	1,000.00	24.46%
REPAIRS & MAINTENANCE - EQUIP	15,897.09	15,000.00	5,934.21	15,000.00	39.56%
REPAIRS & MAINTENANCE - STREET	83,173.97	107,000.00	13,051.33	107,000.00	12.20%
CAPITAL EXPENDITURES - EQUIP	18,500.00	6,960.00	11,692.00	6,960.00	167.99%
SUPPLIES - STREET SIGNS	-	-	49.80	-	4980.00%
FUEL	18,948.76	17,820.00	4,114.48	17,820.00	23.09%
<b>Operation and Maintenance</b>	<b>138,273.54</b>	<b>147,780.00</b>	<b>35,086.39</b>	<b>147,780.00</b>	<b>23.74%</b>
PROFESSIONAL SERVICES	3,721.47	105,000.00	28,000.00	105,000.00	
<b>Contractual Services</b>	<b>3,721.47</b>	<b>105,000.00</b>	<b>28,000.00</b>	<b>105,000.00</b>	
DEBT PRINCIPAL PAYMENTS	38,969.28	35,010.00	35,010.00	35,010.00	100.00%
<b>Insurance</b>	<b>38,969.28</b>	<b>35,010.00</b>	<b>35,010.00</b>	<b>35,010.00</b>	<b>100.00%</b>
INSURANCE EXPENSE	-	-	-	-	
<b>Office and Administrative</b>	-	-	-	-	
<b>Capital Improvement Projects</b>	-	-	-	-	
<b>Other Expenses</b>	-	-	-	-	
PROFESSIONAL SERVICES	3,721.47	105,000.00	28,000.00	105,000.00	26.67%
<b>Debt - Principal</b>	<b>3,721.47</b>	<b>105,000.00</b>	<b>28,000.00</b>	<b>105,000.00</b>	<b>26.67%</b>
TOOLS & SUPPLIES	6,388.47	41,000.00	793.56	41,000.00	1.94%
<b>Debt - Interest</b>	<b>6,388.47</b>	<b>41,000.00</b>	<b>793.56</b>	<b>41,000.00</b>	<b>1.94%</b>
<b>Transfers Out</b>	-	-	-	-	
<b>TRANSPORTATION SALES TAX FUND</b>	<b>191,074.23</b>	<b>433,790.00</b>	<b>126,889.95</b>	<b>433,790.00</b>	<b>29.25%</b>



## CAPITAL IMPROVEMENT SALES TAX FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
SALES TAXES	692,937.19	672,435.00	240,815.32	672,435.00	35.81%
TRANSFERS IN	-	-	-	-	
	<b>692,937.19</b>	<b>672,435.00</b>	<b>240,815.32</b>	<b>672,435.00</b>	35.81%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
STREET	536,192.40	1,355,370.00	389,626.31	1,355,370.00	28.75%
	<b>536,192.40</b>	<b>1,355,370.00</b>	<b>389,626.31</b>	<b>1,355,370.00</b>	28.75%

## CAPITAL IMPROVEMENT SALES TAX FUND

2/28/2023

CAPITAL IMPROVE SALES TAX FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
Office and Administrative	-	-	-	-	
PROFESSIONAL SERVICES	72,367.93	109,000.00	34,781.31	109,000.00	31.91%
Capital Improvement Projects	72,367.93	109,000.00	34,781.31	109,000.00	31.91%
Other Expenses	-	-	-	-	
Debt - Principal	-	-	-	-	
Debt - Interest	-	-	-	-	
CAPITAL IMPROVEMENT PROJECTS	-	891,000.00	-	891,000.00	0.00%
Transfers Out	-	891,000.00	-	891,000.00	0.00%
<b>TOTAL CAPITAL IMPROVE SALES TAX FUND</b>	<b>72,367.93</b>	<b>1,000,000.00</b>	<b>34,781.31</b>	<b>1,000,000.00</b>	



## DEBT SERVICE FUND

2/28/2023

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

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

## DEBT SERVICE FUND

2/28/2023

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



## WATER & WASTEWATER SYSTEMS FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
LICENSES, FEES, AND PERMITS	-	-	-	-	
CHARGES FOR SERVICES	5,857,400.49	5,070,817.00	1,770,687.00	3,790,903.62	34.92%
IMPACT FEES	283,906.00	330,000.00	21,500.00	330,000.00	6.52%
OTHER REVENUE	37,079.81	-	8,334.00	-	
DEBT ISSUED	43,543.48	3,940,000.00	22,099.73	3,940,000.00	0.56%
TRANSFERS IN	-	-	-	-	
	<b>6,221,929.78</b>	<b>9,340,817.00</b>	<b>1,822,620.73</b>	<b>8,060,903.62</b>	19.51%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
UTILITIES	4,972,647.60	13,070,115.00	1,712,719.50	13,070,115.00	13.10%
	<b>4,972,647.60</b>	<b>13,070,115.00</b>	<b>1,712,719.50</b>	<b>13,070,115.00</b>	13.10%



PUBLIC WORKS (UTILITIES)

2/28/2023

CWWS FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
SALARIES & WAGES	777,255.74	912,150.00	259,121.22	912,150.00	28.41%
OVERTIME WAGES	28,068.48	20,000.00	12,197.60	20,000.00	60.99%
FICA EXPENSE	59,721.82	71,310.00	19,901.03	71,310.00	27.91%
EMPLOYEE BENEFITS	94,132.53	123,760.00	39,068.07	123,760.00	31.57%
WORKER'S COMPENSATION	35,672.44	47,920.00	-	47,920.00	0.00%
RETIREMENT EXPENSE	68,589.85	87,630.00	23,665.21	87,630.00	27.01%
UNIFORM EXPENSE	6,201.53	9,000.00	5,134.12	9,000.00	57.05%
Personnel	1,069,642.39	1,271,770.00	359,087.25	1,271,770.00	28.24%
REPAIRS & MAINTENANCE - EQUIP	5,040.58	6,990.00	8,232.63	6,990.00	117.78%
REPAIRS & MAINT - VEHICLES	2,968.05	3,000.00	191.81	3,000.00	6.39%
REPAIRS & MAINT - WATER LINES	77,932.59	88,500.00	16,564.76	88,500.00	18.72%
REPAIRS & MAINT - SEWER LINES	149,136.80	300,000.00	122,074.06	300,000.00	40.69%
REPAIRS & MAINT - WATER PLANT	76,796.75	294,000.00	26,371.93	294,000.00	8.97%
REPAIRS & MAINT - WW PLANT	167,406.00	180,000.00	95,697.45	180,000.00	53.17%
REPAIRS & MAINT - SOFTWARE	13,409.27	25,730.00	1,803.59	25,730.00	7.01%
REPAIRS & MAINT - WATER TOWERS	110,294.84	126,270.00	85,267.98	126,270.00	67.53%
ELECTRICITY	242,199.15	243,490.00	88,635.20	243,490.00	36.40%
PROPANE	5,814.00	15,000.00	4,258.60	15,000.00	28.39%
TELEPHONE/INTERNET	15,161.57	12,250.00	5,194.52	12,250.00	42.40%
MOBILE COMMUNICATIONS	10,041.33	10,850.00	3,267.39	10,850.00	30.11%
CAPITAL EXPENDITURES - EQUIP	4,153.55	15,000.00	16,879.07	15,000.00	112.53%
CAPITAL EXPENDITURES - VEHICLE	-	-	-	-	
CAPITAL EXPENDITURES - SOFTWRE	97,950.00	1,500.00	1,700.00	1,500.00	113.33%
CAPITAL EXPENDITURES - HRDWRE	-	-	-	-	
CAPITAL EXPENDITURES - TOWERS	-	-	-	-	
CAPITAL EXPENDITURES - BLDG	9,840.00	-	-	-	
CAPITAL EXPENDITURES - WATER P	-	-	-	-	
CAPITAL EXPENDITURES - WW PLAN	-	-	-	-	
CAPITAL EXPENDITURES - LINES	-	-	-	-	
TOOLS & SUPPLIES	26,644.02	25,000.00	9,523.47	25,000.00	38.09%
SUPPLIES - CONNECTIONS	76,695.45	90,000.00	61,872.34	90,000.00	68.75%
SUPPLIES - LAB	26,894.64	30,000.00	13,654.60	30,000.00	45.52%
SUPPLIES - WATER CHEMICALS	157,562.11	150,000.00	50,735.05	150,000.00	33.82%
SUPPLIES - WW CHEMICALS	10,264.38	15,000.00	7,046.18	15,000.00	46.97%
FUEL	19,503.91	18,600.00	6,269.66	18,600.00	33.71%
Operation and Maintenance	1,305,708.99	1,651,180.00	625,240.29	1,651,180.00	37.87%
PROFESSIONAL SERVICES	618,079.49	1,060,330.00	134,611.91	1,060,330.00	12.70%
EASEMENT ACQUISITION	-	75,000.00	44,121.00	75,000.00	58.83%
DEBT PRINCIPAL PAYMENTS	548,750.81	355,000.00	(133,485.16)	355,000.00	-37.60%
Contractual Services	1,166,830.30	1,490,330.00	45,247.75	1,490,330.00	3.04%
WASTEWATER TREATMENT SERVICE	127,167.30	136,850.00	43,625.40	136,850.00	31.88%
Insurance	127,167.30	136,850.00	43,625.40	136,850.00	31.88%
INSURANCE EXPENSE	79,220.49	71,720.00	-	71,720.00	0.00%
OTHER LEASE EXPENSE	-	17,147.00	20.00	17,147.00	0.12%
TRAINING & TRAVEL EXPENSE	3,461.10	7,500.00	836.34	7,500.00	11.15%
OFFICE SUPPLIES	1,514.25	6,000.00	1,357.84	6,000.00	22.63%
POSTAGE	2,040.34	1,500.00	1,212.85	1,500.00	80.86%
ADVERTISING	-	250.00	-	250.00	0.00%
Office and Administrative	86,236.18	104,117.00	3,427.03	104,117.00	3.29%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
CAPITAL IMPROVEMENT PROJECTS	826,651.85	6,841,900.00	465,055.67	6,841,900.00	6.80%
Capital Improvement Projects	#N/A	#N/A	#N/A	#N/A	#N/A
WATER IMPACT PROJECTS	-	200,000.00	-	200,000.00	0.00%
WASTEWATER IMPACT PROJECTS	-	700,000.00	-	700,000.00	0.00%
AMORTIZATION EXPENSE	-	-	-	-	
Other Expenses	-	900,000.00	-	900,000.00	0.00%
Debt - Principal	-	-	-	-	
MEMBERSHIPS & SUBSCRIPTIONS	1,040.99	380.00	75.95	380.00	19.99%
Debt - Interest	1,040.99	380.00	75.95	380.00	19.99%
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
Transfers Out	#N/A	#N/A	#N/A	#N/A	#N/A
TOTAL CWWS FUND	#N/A	#N/A	#N/A	#N/A	#N/A

## SANITATION FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
CHARGES FOR SERVICES	813,121.89	915,860.00	278,201.51	915,860.00	30.38%
TRANSFERS IN	-	-	-	-	
	<b>813,121.89</b>	<b>915,860.00</b>	<b>278,201.51</b>	<b>915,860.00</b>	30.38%

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	
ADMINISTRATION	818,525.83	900,600.00	288,947.14	900,600.00	32.08%
	<b>818,525.83</b>	<b>900,600.00</b>	<b>288,947.14</b>	<b>900,600.00</b>	32.08%

## SANITATION FUND

2/28/23

SANITATION FUND	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection	Percent Spent
<b>Personnel</b>	-	-	-	-	
yard waste	-	-	-	-	
HOUSEHOLD HAZARDOUS WASTE	11,342.54	12,630.00	11,607.20	12,630.00	91.90%
SOLID WASTE SERVICES	807,183.29	887,970.00	277,339.94	887,970.00	31.23%
RECYCLING SERVICES	-	-	-	-	
<b>Operation and Maintenance</b>	<b>818,525.83</b>	<b>900,600.00</b>	<b>288,947.14</b>	<b>900,600.00</b>	<b>32.08%</b>
<b>Contractual Services</b>	-	-	-	-	
<b>Debt - Principal</b>	-	-	-	-	
<b>Debt - Interest</b>	-	-	-	-	
SOLID WASTE SERVICES	807,183.29	887,970.00	277,339.94	887,970.00	31.23%
<b>Transfers Out</b>	<b>807,183.29</b>	<b>887,970.00</b>	<b>277,339.94</b>	<b>887,970.00</b>	<b>31.23%</b>
<b>TOTAL SANITATION FUND</b>	<b>1,625,709.12</b>	<b>1,788,570.00</b>	<b>566,287.08</b>	<b>1,788,570.00</b>	



## PARK AND STORMWATER SALES TAX FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
PARK & STORMWATER SALES TAX	690,959.69	672,435.00	240,450.36	672,435.00
MISCELLANEOUS REVENUE	11,000.00	-	-	-
	<b>701,959.69</b>	<b>672,435.00</b>	<b>240,450.36</b>	<b>672,435.00</b>

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
PARKS & RECREATION	282,573.48	30,000.00	3,130.00	30,000.00
UTILITIES	47,325.00	467,750.00	38,826.26	467,750.00
	<b>47,325.00</b>	<b>497,750.00</b>	<b>38,826.26</b>	<b>467,750.00</b>



## VEHICLE AND EQUIPMENT REPLACEMENT FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
SALE OF PERSONAL PROPERTY	193,778.35	352,100.00	15,721.83	352,100.00
TRANSFERS IN	193,778.35	70,000.00	70,000.00	70,000.00
	<b>387,556.70</b>	<b>422,100.00</b>	<b>85,721.83</b>	<b>422,100.00</b>

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
ADMINISTRATION	104,036.17	-	-	-
STREETS	48,486.42	105,000.00	27,697.13	105,000.00
POLICE	8,859.46	97,500.00	23,994.65	97,500.00
DEVELOPMENT	8,870.13	36,750.00	6,438.04	36,750.00
PARKS & RECREATION	28,109.05	77,500.00	18,053.53	77,500.00
UTILITIES	11,766.34	65,000.00	23,194.61	65,000.00
	<b>210,127.57</b>	<b>381,750.00</b>	<b>99,377.96</b>	<b>381,750.00</b>



## COMMONS CID FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
SALES TAXES	345,227.10	373,750.00	135,587.04	373,750.00
USE TAXES	5,211.70	6,500.00	1,667.18	6,500.00
	<b>350,438.80</b>	<b>380,250.00</b>	<b>137,254.22</b>	<b>380,250.00</b>

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
CONTRACTED SERVICES	554,816.41	335,618.00	73,889.16	335,618.00
	<b>554,816.41</b>	<b>335,618.00</b>	<b>73,889.16</b>	<b>335,618.00</b>



## DONATION FUND

2/28/2023

REVENUES, BY SOURCE	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
OTHER REVENUE - POLICE DONATIONS	3,305.00	10,500.00	4,126.00	10,500.00
OTHER REVENUE - PARK DONATIONS	-	-	-	-
	<b>3,305.00</b>	<b>10,500.00</b>	<b>4,126.00</b>	<b>10,500.00</b>

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



## AMERICAN RESCUE PLAN ACT FUND

2/28/2023

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

EXPENDITURES, BY DEPARTMENT	FY2022 Actual	FY2023 Budget	FY2023 YTD	FY2023 Projection
UTILITIES	1,330,033.49	953,270.00	312,567.51	2,178,300.00
	<b>1,330,033.49</b>	<b>953,270.00</b>	<b>312,567.51</b>	<b>2,178,300.00</b>



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Parks, Police

**AGENDA ITEM:** Resolution 1200 – Temporary Liquor License – Smithville Main Street District

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1200, issuing a Temporary Liquor License to Smithville Main Street District for the additional wine vendors for Humphrey's Gravel Adventure Bike Race and Wine Walk to be held Saturday, May 6, 2023.

**SUMMARY:**

Approval of this item would issue a Temporary Liquor License to Smithville Main Street District wine vendors, to be part of the Special Event Permit for Humphrey's Gravel Adventure Bike Race and Wine Walk to be held Saturday, May 6, 2023. Vendors are:

Fountain City Winery  
Van Till Family Farm Winery  
Luna Umbra Winery

Requested Licenses: Temporary Liquor Permit

This license will be effective May 6, 2023 (pending all state license requirements).

**PREVIOUS ACTION:**

Smithville Main Street was approved for all Temporary Permits for all 2022 events.

**POLICY ISSUE:**

n/a

**FINANCIAL CONSIDERATIONS:**

n/a

**ATTACHMENTS:**

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

## **RESOLUTION 1200**

### **A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO SMITHVILLE MAIN STREET DISTRICT ADDITIONAL WINE VENDORS FOR OPERATION OF THE GRAVEL ADVENTURE BIKE RACE AND WINE WALK**

**WHEREAS**, Smithville Main Street District has completed the required application, and

**WHEREAS**, The additional approved vendors are Fountain City Winery, Van Till Family Farm Winery, and Luna Umbra Winery; and

**WHEREAS**, The Police Department has approved the additional vendors for a city liquor license.

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO  
SMITHVILLE MAIN STREET DISTRICT WINE VENDORS FOR OPERATION  
OF THE GRAVEL ADVENTURE BIKE RACE AND WINE WALK AT  
COURTYARD PARK APPROVED FOR SPECIAL EVENT PERMIT FOR  
HUMPHREY'S GRAVEL ADVENTURE BIKE RACE AND WINE WALK TO BE  
HELD SATURDAY, MAY 6, 2023.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Parks & Recreation

**AGENDA ITEM:** Resolution 1201 – Special Event Permit and Request – Smithville Main Street District

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1201, issuing a Special Event Permit and approving the request for Smithville Main Street District's 2023 Special Events.

**SUMMARY:**

Approval of this item will issue a Special Event Permit and waive the Courtyard Special Event Fee for Smithville Main Street District's two 2023 Special Events. The two events are:

Whiskey Walk and Market on July 15, 2023

Wine Walk and Christmas Market on November 11, 2023

The requested permit will allow the participants to have alcohol (open container) at each event. The Whiskey Walk and Wine Walk/Christmas Market are from 11:00 a.m. to 11:00 p.m. Per City Ordinance 600.070 (G & H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public.

The event coordinators will be requesting and obtaining State Licensing. All businesses/committees selling alcohol are required to have City and State Alcohol Licenses. The Liquor Licensing Permit request will be brought forward at a later date.

Staff recommends waiving the Courtyard Special Event Fee for Smithville Main Street District's 2023 Special Events in recognition of the partnership between the City and Main Street District in community economic development efforts.

**PREVIOUS ACTION:**

A Special Event Permit has been approved for these events in past years.

**POLICY ISSUE:**

n/a

**FINANCIAL CONSIDERATIONS:**

n/a

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance   | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution   | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report  | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Ordinance 600.070 and Special Event Application |                                   |

## RESOLUTION 1201

### **A RESOLUTION APPROVING A SPECIAL EVENT PERMIT AND REQUEST FOR SMITHVILLE MAIN STREET DISTRICT'S 2023 SPECIAL EVENTS AT COURTYARD PARK**

**WHEREAS**, the Smithville Main Street District has submitted an Event Application with all required fees and documentation for Whiskey Walk and Wine Walk and Christmas Market; and,

**WHEREAS**, licensed businesses will supply the food and beverages for a fee to the participants at the Courtyard Park using their state and city licenses to sell alcohol; and,

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

**WHEREAS**, sponsoring the event would allow waiver of the Courtyard event fee of \$300 and \$200 damage deposit.

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

**THAT A SPECIAL EVENT PERMIT BE ISSUED TO SMITHVILLE MAIN STREET DISTRICT FOR THEIR 2023 SPECIAL EVENTS AT COURTYARD PARK IN ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **600.070 (G & H )**

### *G. Drinking In Public Places Prohibited.*

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

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

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

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



CITY OF SMITHVILLE  
107 West Main Street  
Smithville, MO 64089

Date Submitted \_\_\_\_\_

Application # 1

Date Approved 3-9-

Wave Fees  
liquor license

## SPECIAL EVENT APPLICATION

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

### 1. EVENT INFORMATION:

Event Name: Wine Walk & Christmas Market

Event Location: Courtyard Park Event Tier: Tier 2

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

Estimated attendance: 500-700

Event Date(s) and Times: November 11th, 2023 3 pm - 7 pm

Set up date/time: 11 am Cleanup finished date/time: 8 pm

### 2. APPLICANT / CONTACT INFORMATION:

#### Applicant

Name: Alyssa Sanders

Organization: Smithville Main Street District

Address: 107 E Main St

City, State, Zip: Smithville, MO 64089

Phone: 816-516-7963 Fax: \_\_\_\_\_

Emergency #: 816-343-4805

E-mail: \_\_\_\_\_

#### Property Owner(s), if not applicant or City

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency #: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### Alternative Contact

Name: Cara Braithwaite

Phone: 913-749-6537

#### Alternative Contact

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

## 6. PARKING PLAN

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

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

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## 7. PUBLIC INFORMATION:

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

Via Newsletter, a visit and our downtown merchant Facebook group.

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## 8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary): Email, social media and phone.

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## 9. SECURITY PLAN:

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

We would like to hire an off-duty police officer for our event.

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15. OTHER STAFF SUPPORT:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. SIGNAGE:

Do you want to also have advertising signage for your event on private property? Yes: \_\_\_\_\_ No: ☒

If Yes: Attach a Sign Permit Application

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: ☒ No: \_\_\_\_\_

Are you having amplified music?..... Yes: ☒ No: \_\_\_\_\_ (If Yes, complete question 18 on pg. 13)

Will you have food/sales vendors?..... Yes: ☒ No: \_\_\_\_\_ (If Yes, complete question 20 on pg. 15-16)

18. AMPLIFIED SOUND / PERFORMANCE LIST

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

1. TBD
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

## 19. VENDORS:

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

### VENDOR LIST:

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

### Required Items

\$25 Special Event Application Fee.

Correct Event Rental Fee Paid

Completed Event Information, Application Contact Information, Event Type Sections

Completed Site Plan Section

Completed Parking Plan Section

Completed Public Information and Cancellation Notice Sections

Completed Security Plan

Completed Restroom and Clean-Up Plan

Completed First Aid Plan

### Additional Items (If Needed)

Completed Roadway Closure Section.

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

Temporary Sign Application and Fee.

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

Completed Performance Section

Completed Vendor Section.

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

### Due 7 Days before the Event

Additional Fees and other Requested Information

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

### Helpful Phone Numbers

Smithville Parks and Recreation 816-532-8130;  
[parks@smithvillemo.org](mailto:parks@smithvillemo.org)

Missouri Liquor Control 573-526-2769

Smithville Police Department ad City Hall  
816-532-3897

Clay County Health Department 816-595-4200

# Smithville Police Department

## Request for Off-Duty Officers

Date of Request: 1/31/23

Date of Event: 11-11-2023

Address of Event: 118 N. Commercial

Number Expected to Attend: 500 (Depending on event, 1 officer for every 100 in attendance/commander discretion)

Number of Officers Requested: 1-2 Beginning Time: 3 pm Ending Time: 7 pm

Will Alcohol Be Served? YES ☒ NO ☐

Type of Event (i.e., Wedding Reception, Large Party, Community Event, Concert, Site Security, etc.)

Community Event, wine tasting and vendor market

Job Description (i.e., Parking Lot Security, Building Security, Event Security, Traffic Control, etc.)

Event Security

Rate of Pay-\$45/hour (3 Hour Minimum)

REQUESTOR: Personal ☐ Business ☒

Name of Requestor: Alyssa Sanders

Address: 107 E Main

Contact Name: Alyssa Sanders Phone #: 816-516-7963 Email: alyssa@smithvillemainstreetdistrict.com

After-Hours Contact: Same Phone #: Same

### INSURANCE REQUIREMENT:

Business requestors hiring off-duty Smithville Officers for security work shall carry the statutory limits for Workers Compensation Insurance and a minimum of \$500,000 general liability insurance coverage.

The requestor has provided a copy of the general liability insurance certificate. YES ☒ NO ☐

Description of Business Activity:

Are there any potential concerns or threats to your event or the attendees? ☐ YES (explain) NO ☒

\_\_\_\_\_  
Approving Commander

\_\_\_\_\_  
Radio #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

[Overview](#)[Tickets](#)[Marketplace](#)[Map](#)

We would like to invite you to our annual Wine Walk on the Smithville square, come wearing your ugliest Christmas Sweater. It will be a beautifully tacky evening of shopping at all of our local brick-and-mortar stores while you sip.

We will also have an open Christmas Market featuring many vendors including food trucks, NO tickets are required to shop so, come on down!

There will be several vendors selling all kinds of goodies just in time for some Christmas shopping.

All proceeds benefit the Smithville Main Street District. Smithville Main Street District exists to preserve, promote, revitalize and enrich the historic, cultural, and economic landscapes of downtown Smithville, Missouri. By doing this we are not only benefitting the small businesses that make up the commerce in our town, but also creating an identity and a footprint that will protect the small-town community as the surrounding areas continue to grow.

### Parking instructions

There is public and street parking throughout the Main Street District.

## Tickets

Price: \$35

[Select](#)

[Overview](#)[Tickets](#)[Marketplace](#)[Map](#)

All of our events are OUTDOORS (rain or shine)

One booth space is 10x10 and does NOT include a table or chairs. (If you are using a trailer during the event you will need to register for two 10x10 spaces)

Electricity availability pending.

This is an electronic agreement and by selecting the booths, you are validating and approving this agreement electronically.

\*Reminder, these are "Rain or Shine" event, with no refunds. Please plan accordingly. Cancellations and No Shows: Booth space may be cancelled, in writing, up to 4 hours prior to the event without penalty, with the exception of a refund. If the cancellation is received less than 4 hours prior to the event, or if vendor fails to show up during the allowed time, that vendor will be penalized, and will not be able to register for the next 3 events hosted by Smithville Main Street District. Submission of payment constitutes agreement of any and all requirements of the Smithville Main Street District, as well as the acknowledgment that Smithville Main Street District and/or any representative of, will not be responsible for any loss, damages or accidents.

Any questions/concerns regarding the event may be directed to [info@smithvillemainstreetdistrict.com](mailto:info@smithvillemainstreetdistrict.com) - please include your name and phone number with your correspondence and be sure to add the email to your address book to keep messages from going to your spam folder. Additional information regarding the event will follow in the coming weeks.

Go here for more information about Smithville Main Street District - <https://smithvillemainstreetdistrict.com>

[Apply](#)

## Food Trucks

Deadline: Nov 03, 2023

Overview

Tickets

Marketplace

Map



## Wine Walk & Christmas Market 2023

See full map



Hosted by Smithville Main Street District

Joined Eventeny in May 2022

9 events

Smithville, Missouri, United States



APPLICATION

## Vendors

🕒 Deadline: Nov 03, 2023 11:59 pm (GMT-06:00) Central Time (US & Canada)

🏠 Wine Walk & Christmas Market 2023

📅 Date: Nov 11, 2023 2:00 pm - Nov 11, 2023 5:30 pm

📍 Smithville, Missouri

💰 \$ \$0-150

### About the event

Start Application



be a part of someone's day in Smithville, MO. Vendor event is as follows, set up 12 pm (No early set up) to, no earlier than 5:30 pm.

All of our events are OUTDOORS (rain or shine)

One booth space is 10x10 and does NOT include a table or chairs. (If you are using a trailer during the event you will need to register for two 10x10 spaces)

Electricity availability pending.

This is an electronic agreement and by selecting the booths, you are validating and approving this agreement electronically.

\*Reminder, these are "Rain or Shine" event, with no refunds. Please plan accordingly.

Cancellations and No Shows: Booth space may be cancelled, in writing, up to 4 hours prior to the event without penalty, with the exception of a refund. If the cancellation is received less than 4 hours prior to the event, or if vendor fails to show up during the allowed time, that vendor will be penalized, and will not be able to register for the next 3 events hosted by Smithville Main Street District. Submission of payment constitutes agreement of any and all requirements of the Smithville Main Street District, as well as the acknowledgment that Smithville Main Street District and/or any representative of, will not be responsible for any loss, damages or accidents.

Any questions/concerns regarding the event may be directed to [info@smithvillemainstreetdistrict.com](mailto:info@smithvillemainstreetdistrict.com) - please include your name and phone number with your correspondence and be sure to add the email to your address book to keep messages from going to your spam folder. Additional information regarding the event will follow in the coming weeks.

Go here for more information about Smithville Main Street District - <https://smithvillemainstreetdistrict.com>

Terms & Conditions

Start Application

eventeny

TREET DI  

- Certificate of Insurance (Optional)

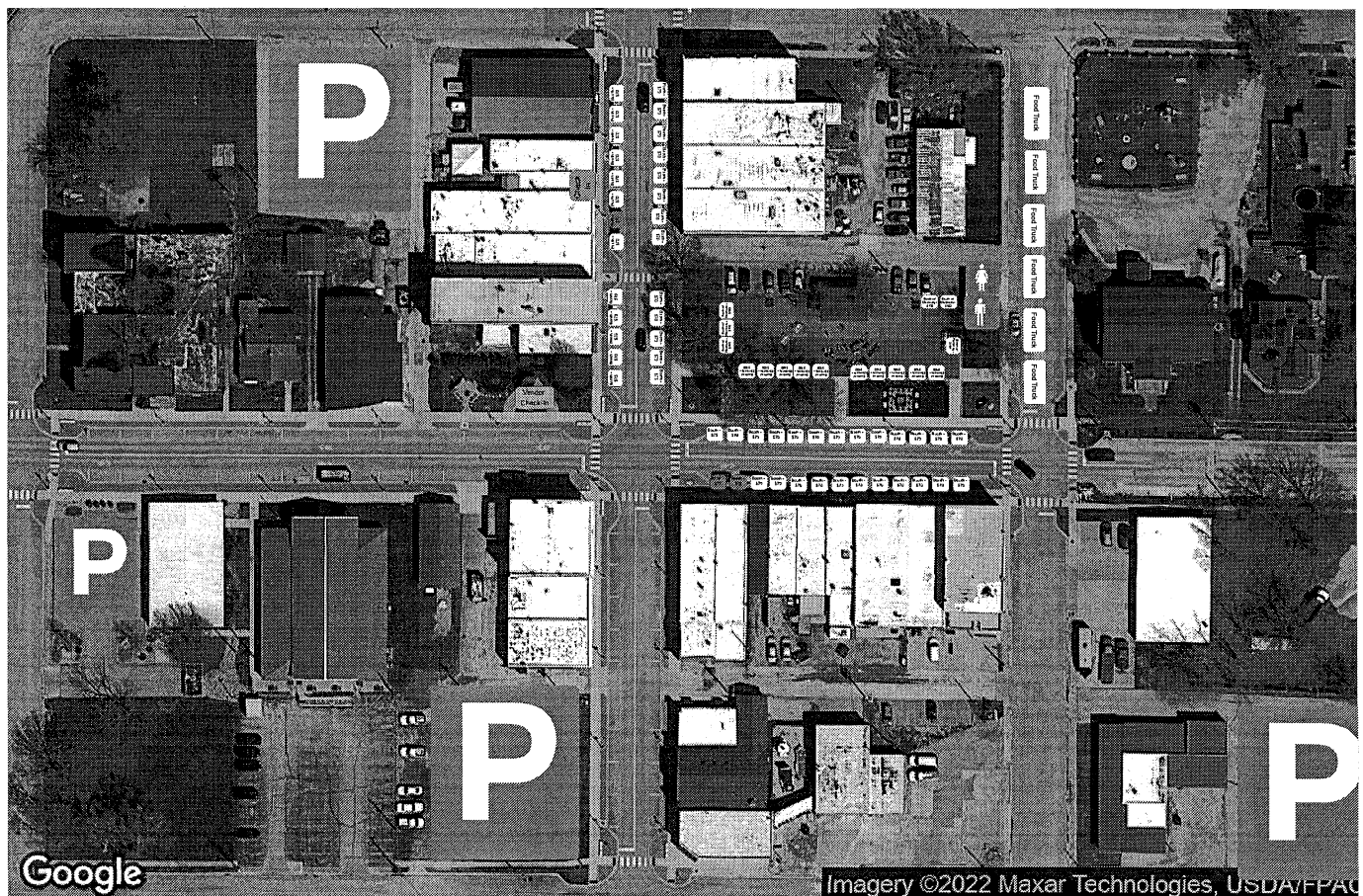
Picture requirements

- Minimum pictures required: 0

## Wine Walk & Christmas Market 2023

See the full map

43%



Start Application



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2023

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

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

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds Syndicate 2623 <b>INSURER B:</b> Lloyds Syndicate 623 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> AA-1128623 AA-1126623
<b>INSURED</b> Smithville Main Street District Alyssa Sanders 107 E Main Street Smithville MO 64089		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	EH-771323-L3418391	11/11/2023 12:01 AM	11/12/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.  
Attendance: 500, Event Type: Wine Tasting.

**CERTIFICATE HOLDER****CANCELLATION**

Courtyard Park Smithville Main Street District Alyssa Sanders 118 N Commercial Ave, Smithville MO 64089	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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Dear Council,

The Smithville Main street district is requesting a waiver of fee for the use of the courtyard and stage in the downtown for the purpose of hosting Wine Walk & Winter Market as a fundraiser and economic vitality event for Smithville Main Street District. This event will be held on November 11th.

The Smithville Main Street district is registered as a 501c3 and we are hoping that this event will also serve as a promotional event for the town of Smithville to boost tourism and our economic growth. Please let me know if you have any questions.

Alyssa Sanders  
Executive Director  
Smithville Main Street District  
816-516-7963



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Parks & Recreation

**AGENDA ITEM:** Resolution 1202 – Special Event Permit and Request – Smithville Chamber of Commerce

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1202, issuing a Special Event Permit and approving the request for Smithville Chamber of Commerce 2023 Backyard BBQ Bash and Junkville.

**SUMMARY:**

Approval of this item will issue a Special Event Permit and waive the Courtyard Special Event Fee for Smithville Chamber of Commerce 2023 Backyard BBQ Bash and Junkville partnered with Smithville Main Street on September 23. Smithville Main Street will be managing Junkville and will be providing a beer crawl.

The requested permit will allow the participants to have alcohol (open container) at each event. The 2023 Backyard BBQ Bash and Junkville are from 6:00 a.m. to 11:00 p.m. Per City Ordinance 600.070 (G & H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public.

The event coordinators will be requesting and obtaining State Licensing. All businesses/committees selling alcohol are required to have City and State Alcohol Licenses. The Liquor Licensing Permit request will be brought forward at a later date.

Staff recommends waiving the Courtyard Special Event Fee for Smithville Chamber of Commerce and Main Street District in recognition of the partnership between the City and Main Street District in community economic development effort.

**PREVIOUS ACTION:**

The Board has approved the BBQ bash for the Smithville Chamber in 2019, 2020, 2021 and 2022.

**POLICY ISSUE:**

n/a

**FINANCIAL CONSIDERATIONS:**

n/a

**ATTACHMENTS:**

- |  |                                   |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance   | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution   | <input type="checkbox"/> Plans    |
| <input type="checkbox"/> Staff Report  | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Ordinance 600.070 and Special Event Application |                                   |

## **RESOLUTION 1202**

### **A RESOLUTION APPROVING A SPECIAL EVENT PERMIT AND REQUEST FOR SMITHVILLE CHAMBER OF COMMERCE 2023 SPECIAL EVENT AT COURTYARD PARK**

**WHEREAS**, the Smithville Chamber of Commerce has submitted an Event Application with all required fees and documentation for Backyard BBQ Bash and Junkville; and

**WHEREAS**, licensed businesses will supply the beverages for a fee to the participants and guests in a contained area in the courtyard using their State and City licenses to sell alcohol; and

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

**WHEREAS**, sponsoring the event would allow waiver the Courtyard event fee of \$150 and \$200 damage deposit.

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

**THAT A SPECIAL EVENT PERMIT BE ISSUED TO SMITHVILLE CHAMBER  
OF COMMERCE 2023 SPECIAL EVENT AT COURTYARD PARK IN  
ACCORDANCE WITH THE PLAN APPROVED BY THE CHIEF OF POLICE.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **600.070 (G & H )**

### *G. Drinking In Public Places Prohibited.*

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

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

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

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



CITY OF SMITHVILLE

107 West Main Street

Smithville, MO 64089

Date Submitted \_\_\_\_\_

Application # 1

Date Approved \_\_\_\_\_

## SPECIAL EVENT APPLICATION

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

### 1. EVENT INFORMATION:

Event Name: Smithville's Backyard BBQ Bash & Junkville

Event Location: Downtown Courtyard Event Tier: 2

Detailed event description (additional room on next page or sheet may be attached): Amateur BBQ Contest  
with a maximum of 30 teams. Junkville vendor area with 70 vendors - organized by Smithville Main Street District. (Continued)

Estimated attendance: 500

Event Date(s) and Times: September 23, 2023 6:00 am - 9:00 pm

Set up date/time: September 23, 2023 6:00 am Cleanup finished date/time: September 23, 2023 9:00 pm

### 2. APPLICANT / CONTACT INFORMATION:

#### Applicant(s)

Smithville Area Chamber of Commerce &  
Name: Smithville Main Street District

Organization: Smithville Area Chamber of Commerce

Address: 105 W. Main St.

City, State, Zip: Smithville, Mo 64089

Phone: 816-532-0946 Fax: \_\_\_\_\_

Emergency #: 816-532-0946

E-mail: director@smithvillechamber.org

#### Property Owner(s), if not applicant or City

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency #: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### Alternative Contact

Name: Erika Winston, Executive Director

Phone: 816-918-0222

#### Alternative Contact

Name: Alyssa Sanders

Phone: 816-516-7963

Detailed event description continued (Attach additional sheet if necessary): Kids play area with  
inflatables and games, food trucks, cornhole tournament and a band on stage for entertainment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. EVENT TYPE:

Run ☐ Walk ☐ Parade/  
March ☐ Bike  
Race/Tour ☐ Street Fair ☒ Concert ☐ Film ☐ Festival ☐ Other: ☒ Amateur BBQ Contest  
& Vendor Fair

### 5. SITE PLAN

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

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

## 6. PARKING PLAN

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

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

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## 7. PUBLIC INFORMATION:

If applicable, surrounding businesses that will be impacted by the event must be notified no later than 14 days prior to the event. How will you notify neighbors/businesses of your event? Explain (Attach additional sheet if necessary): I will visit them in person, email/call to let them know about the event and the plan.

News letter, Facebook group

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## 8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary): We will contact them by email and phone calls if needed. There will also be a

Facebook event page and event page on our website that would have a notice if it needs to be canceled. Email

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## 9. SECURITY PLAN:

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

uniformed officer to patrol the BBQ area to ensure the alcohol stays within the designated area.

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#### 10. RESTROOM PLAN:

Describe your restroom/restroom cleaning plan. At least three restrooms must be provided for each estimated 500 attendees. Specify if you would like to hire city staff support (Attach additional sheet if necessary): We have used the public restrooms on the Courtyard in the past.

#### 11. CLEAN UP PLAN:

Describe your clean-up plan, including trash removal and recycling containers. Specify if you would like to hire city staff support. (Attach additional sheet if necessary): We will ask Johnny Viebrock and the FFA students

to help us out with clean up again this year. We also have our board members who will be helping throughout the day.

Additional trash cans needed

#### 12. FIRST AID PLAN:

Describe your First Aid Plan. (Attach additional sheet if necessary): We will have a first aid kit on hand at the

judges table. Volunteers will have walkie-talkies to communicate effectively.

Officer will be on duty.

#### 13. UTILITY CONNECTIONS

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

If Yes: How Many Electric Pedestals? all

If Yes: How Many Water Hookups? 1

Additional Utility Requests (Attach additional sheet if necessary): \_\_\_\_\_

#### 14. ROADWAY AND PARKING LOT CLOSURES:

Will you require a roadway closure? Yes: X No: \_\_\_\_\_

If Yes: Explain (Attach additional sheet if necessary): We get the Road Closed signs through Johnny Viebrock and I have attached a map as to where they would go.

15. OTHER STAFF SUPPORT:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. SIGNAGE:

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

If Yes: Attach a Sign Permit Application

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: X No:    (If Yes, see the Alcohol Guidelines)

Are you having amplified music?..... Yes: X No: \_\_\_\_\_ (If Yes, complete question 18 on pg. 13)

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

18. AMPLIFIED SOUND / PERFORMANCE LIST

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

1. We will be checking with Humphrey's on band information.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

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INSURANCE

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

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

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE <i>Erika Winston</i>	Date 12-23-2022
PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE Erika Winston	TITLE Executive Director

Note: I will send you an updated Certificate closer to the date of the event.



SMITARE-01

DPARRISH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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

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

<b>PRODUCER</b> Cowell James Forge 10525 NW Ambassador #301 Kansas City, MO 64153	<b>CONTACT NAME:</b>	<b>PHONE (A/C, No, Ext):</b> (816) 471-4245	<b>FAX (A/C, No):</b> (816) 221-7649
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Smithville Area Chamber of Com 105 W. Main Smithville, MO 64089	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> West Bend Mutual Insurance Co.		15350
	<b>INSURER B:</b> Missouri Employers Mutual Ins.		10191
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			A941725	7/6/2021	7/6/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 1,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			MEM1032229	2/24/2022	2/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N N	N / A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 100,000

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

## CERTIFICATE HOLDER

## CANCELLATION

The City of Smithville, Mo  
107 Main St  
Smithville, Mo 64089

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

AUTHORIZED REPRESENTATIVE

## 19. VENDORS:

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

### VENDOR LIST:

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

DATE (MM/DD/YYYY)

02/16/2023

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

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

<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@theeventhelper.com
<b>INSURED</b> Smithville Main Street District Alyssa Sanders 107 E Main Street Smithville MO 64089	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Evanston Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	3DS5474-M3104880	09/23/2023 12:01 AM	09/24/2023 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							Deductible \$ 1,000
<b>AUTOMOBILE LIABILITY</b>							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR							EACH OCCURRENCE \$
<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE							AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$							\$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.  
Attendance: 500, Event Type: Festival & Cultural Event - Indoor and/or Outdoor.

**CERTIFICATE HOLDER****CANCELLATION**

Courtyard Park Smithville Main Street District Alyssa Sanders 118 N Commercial Ave, Smithville MO 64089	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> 
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## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

#### SCHEDULE

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

Courtyard Park  
Smithville Main Street District  
Alyssa Sanders  
118 N Commercial Ave,  
Smithville, MO 64089

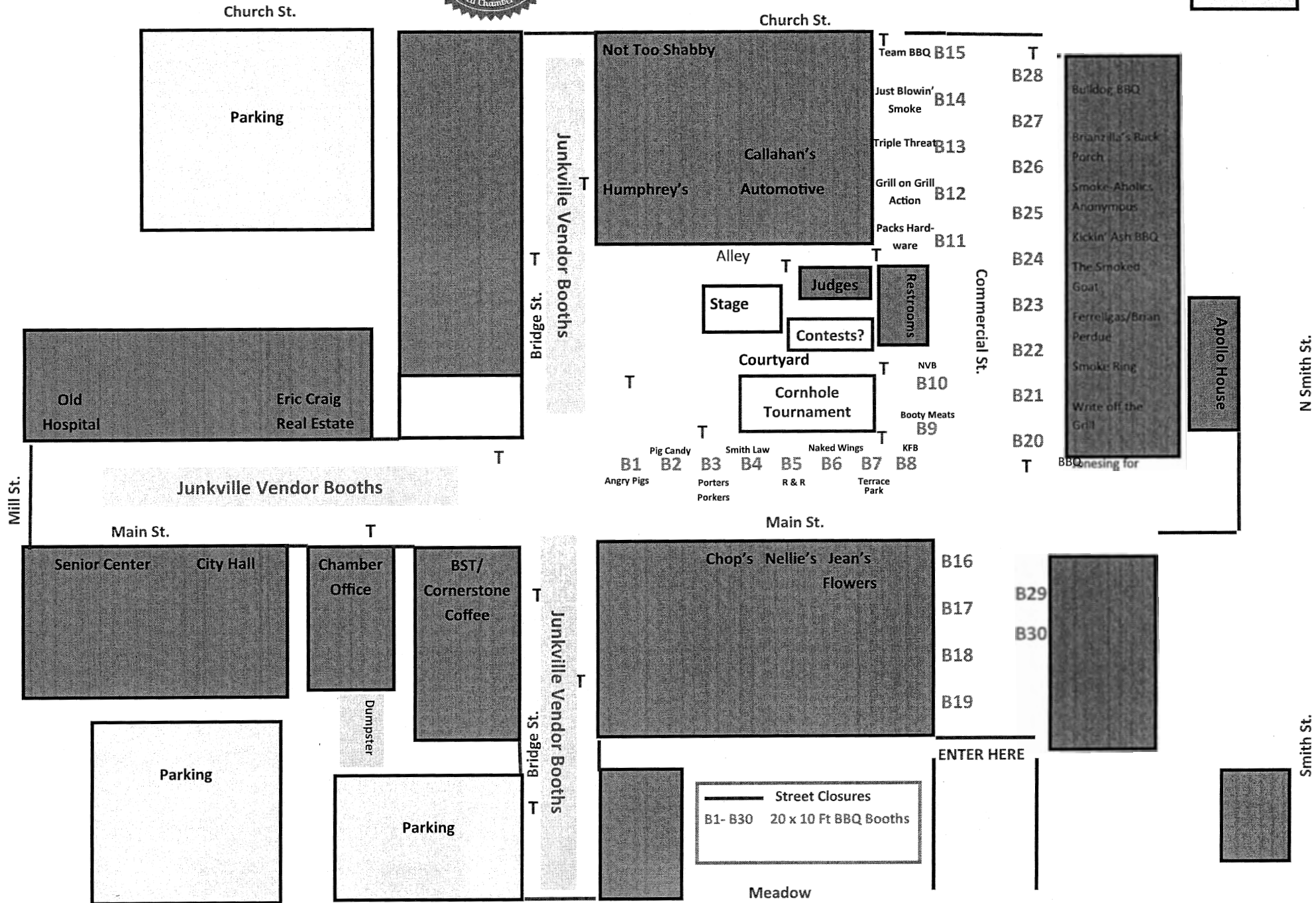
**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part,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

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

However:

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

# BBQ Bash Event Layout





21City of Smithville, MO

Temporary Sign Permit Application  
Smithville Code 400.485 – 400.540

**TYPE OF SIGN:**

Flexible ☐ Rigid ☐ Wood ☐ Metal ☐ Plastic ☐ Vinyl ☒

**PROPERTY INFORMATION:**

PROPERTY ADDRESS: 118 N Commercial Ave.	Zoning
PROPERTY OWNER: City of Smithville	
ADDRESS IF DIFFERENT FROM PROPERTY:	

**CONTRACTOR INFORMATION (If different than owner):** OCCUPATION LICENSE # \_\_\_\_\_  
If you do not have a license, you MUST complete and submit an Occupation License Application

**DESCRIPTION OF SIGN**

The application shall describe the sign, including all size(s), colors, and layout of said sign in the space provided below. <b>Attach additional sheets if necessary.</b>	
Description of Colors and layout: (Picture of sign required. Color Proof recommended) Variety of sponsor signs	
Description of Sign Materials: Vinyl	
Location of Sign Placement on building or lot: Around the edges of the Courtyard	
Sign Display Area Dimensions:	*Building Façade Area (in ft <sup>2</sup> ):

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

Erika Winston	director@smithvillechamber.org	816-532-0946
<b>SIGNATURE</b>	<b>E-MAIL</b>	<b>PHONE NO.</b>

Tempsignapp2013

P

P

Post Office  
Post Office  
Post Office  
Post Office

Wentworth  
Oakes

Green &  
Kutner

800 Bus

800 Bus





21City of Smithville, MO

Temporary Sign Permit Application  
Smithville Code 400.485 – 400.540

**TYPE OF SIGN:**

Flexible ☐ Rigid ☐ Wood ☐ Metal ☐ Plastic ☐ Vinyl ☒

**PROPERTY INFORMATION:**

PROPERTY ADDRESS: 302 W Main St	Zoning
PROPERTY OWNER: Central Bank of the Midwest	
ADDRESS IF DIFFERENT FROM PROPERTY:	

**CONTRACTOR INFORMATION (If different than owner):** OCCUPATION LICENSE # \_\_\_\_\_  
If you do not have a license, you MUST complete and submit an Occupation License Application

**DESCRIPTION OF SIGN**

The application shall describe the sign, including all size(s), colors, and layout of said sign in the space provided below. <b>Attach additional sheets if necessary.</b>	
Description of Colors and layout: (Picture of sign required. Color Proof recommended)	
Description of Sign Materials: Vinyl sign held by posts	
Location of Sign Placement on building or lot: Southwest corner	
Sign Display Area Dimensions: 6' x 4'	*Building Façade Area (in ft <sup>2</sup> ):

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

Erika Winston, Executive Director	director@smithvillechamber.org	816-532-0946
<b>SIGNATURE</b>	<b>E-MAIL</b>	<b>PHONE NO.</b>

Tempsignapp2013





21City of Smithville, MO

Temporary Sign Permit Application  
Smithville Code 400.485 – 400.540

**TYPE OF SIGN:**

Flexible ☐ Rigid ☐ Wood ☐ Metal ☐ Plastic ☐ Vinyl ☒

**PROPERTY INFORMATION:**

PROPERTY ADDRESS: 1603 US - 169	Zoning
PROPERTY OWNER: Central Bank of the Midwest	
ADDRESS IF DIFFERENT FROM PROPERTY:	

**CONTRACTOR INFORMATION (If different than owner):** OCCUPATION LICENSE # \_\_\_\_\_  
If you do not have a license, you MUST complete and submit an Occupation License Application

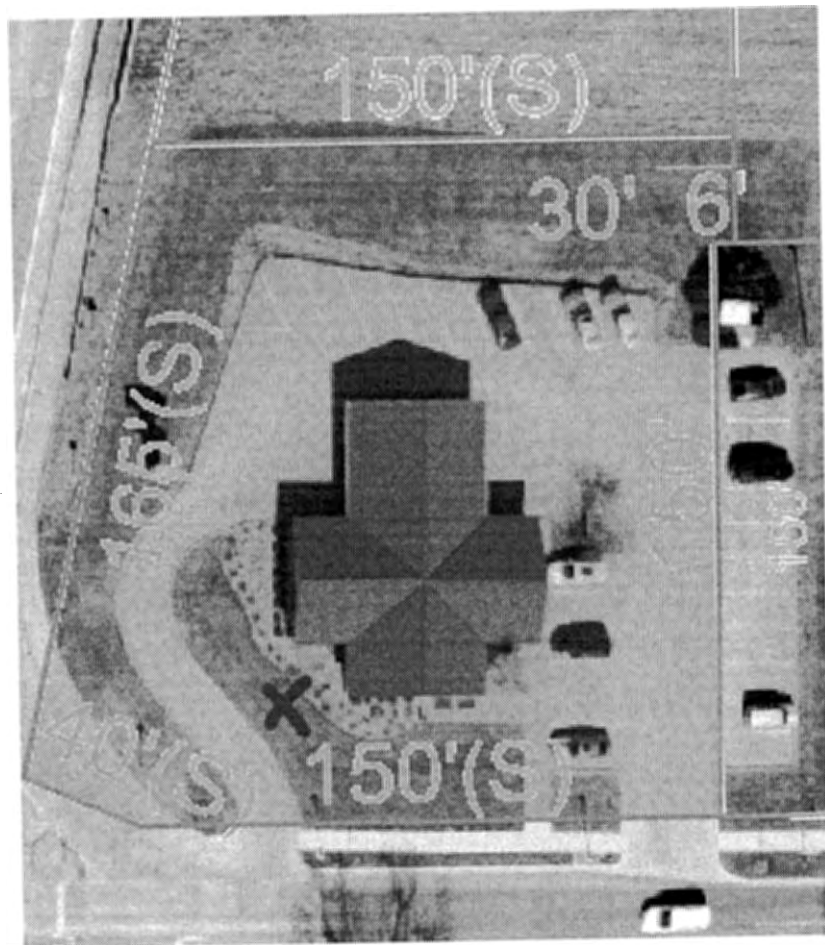
**DESCRIPTION OF SIGN**

The application shall describe the sign, including all size(s), colors, and layout of said sign in the space provided below. <b>Attach additional sheets if necessary.</b>	
Description of Colors and layout: (Picture of sign required. Color Proof recommended)	
Description of Sign Materials: Vinyl sign held by posts	
Location of Sign Placement on building or lot: Southwest corner	
Sign Display Area Dimensions: 6' x 4'	*Building Façade Area (in ft <sup>2</sup> ):

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

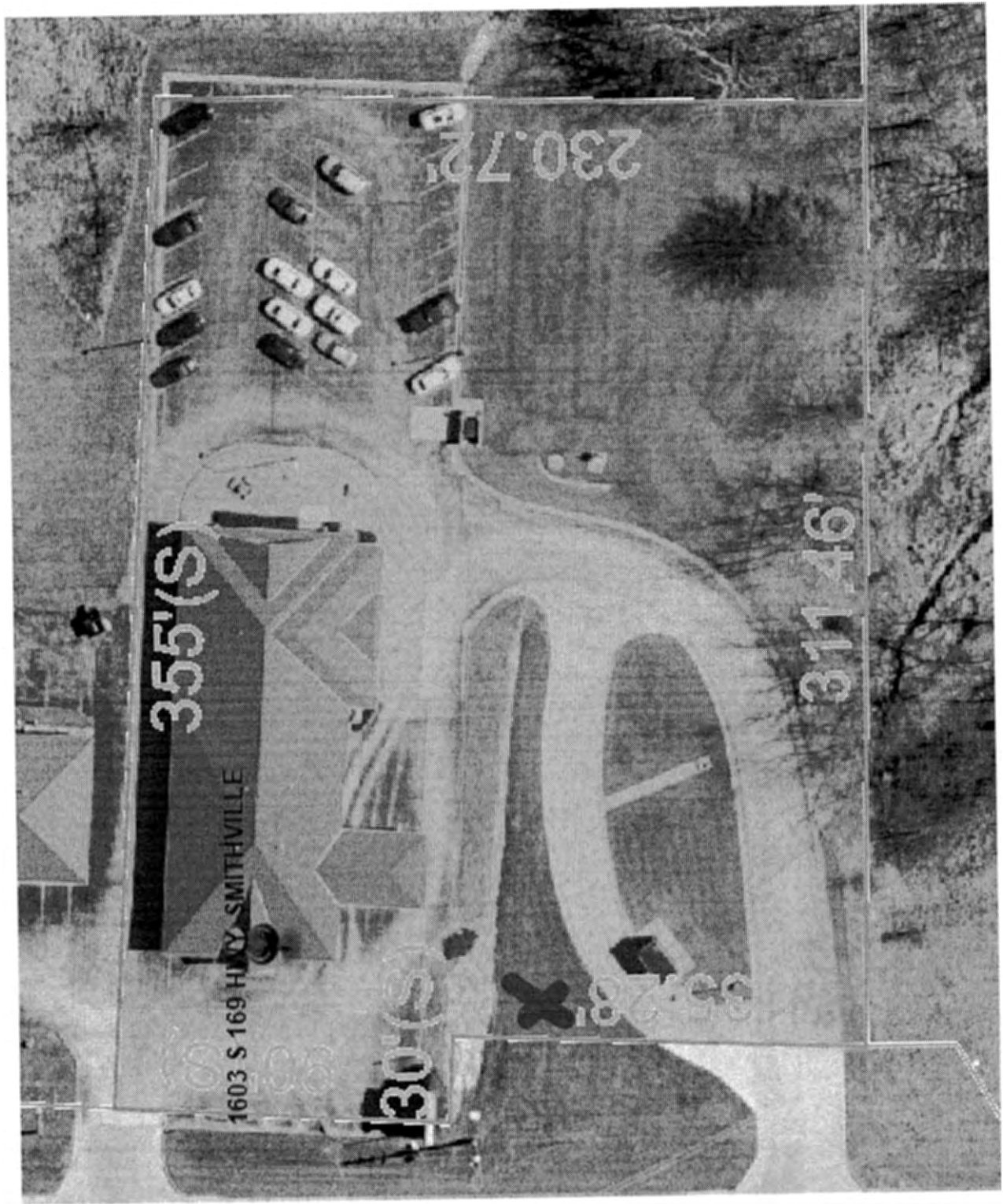
Erika Winston, Executive Director	director@smithvillechamber.org	816-532-0946
<b>SIGNATURE</b>	<b>E-MAIL</b>	<b>PHONE NO.</b>

Tempsignapp2013



## Request for Off-Duty Officers

24



**\*\*CITY USE ONLY\*\***

**REQUIRED APPROVALS, IF APPLICABLE:**

☒ **Parks and Recreation Director**

△Approved Date: 3-15 Conditions: \_\_\_\_\_

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

△Approved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

☒ **Police Chief** (closures/public safety/alcohol): △Approved Date: 3-15 Conditions: \_\_\_\_\_

☐ **Health Department** (food/beverage service): △Approved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

☐ **State of Missouri** (alcohol license): △Approved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

☐ **Finance Department** (licenses/taxes/fees): △Approved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

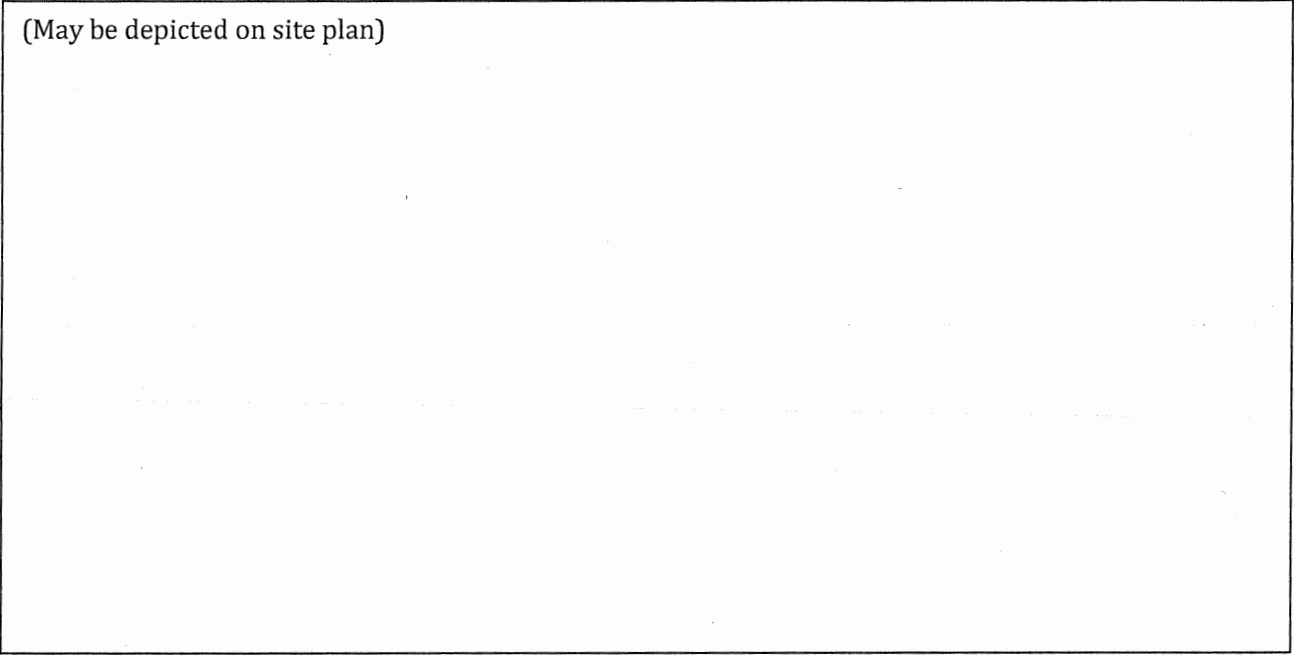
☐ **Development** (temporary sign permit): △Approved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

## VENDOR MAP

---

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

(May be depicted on site plan)



## LEGAL


---


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


Erika Winston Event coordinator 12-23-22

[Overview](#)[Tickets](#)[Marketplace](#)[Volunteers](#)[Map](#)

## Junkville 2023

 Sep 23 9:00 am - Sep 23 5:00 pm · 107 E Main St, Smithville, Missouri 64089, United States  
(GMT-06:00) Central Time (US & Canada)

 Event countdown: 218d 22h 49m 18s

 Share

 Junkville 2023

Hosted by Smithville Main Street District



Dates

Sep 23 9:00 am - Sep 23 5:00 pm  
(GMT-06:00) Central Time (US & Canada)

# Smithville Police Department

## Request for Off-Duty Officers

Date of Request: 1/31/23

Date of Event: 9/23/2023

Address of Event: 118 N Commercial Ave, Smithville, MO

Number Expected to Attend: 500 (Depending on event, 1 officer for every 100 in attendance/commander discretion)

Number of Officers Requested: 1 Beginning Time: 11 am Ending Time: 5 pm

Will Alcohol Be Served? YES ☒ NO ☐

Type of Event (i.e., Wedding Reception, Large Party, Community Event, Concert, Site Security, etc.)  
Festival, Vendor Market, Beer Crawl

Job Description (i.e., Parking Lot Security, Building Security, Event Security, Traffic Control, etc.)  
Event Security

Rate of Pay-\$45/hour (3 Hour Minimum)

REQUESTOR: Personal ☐ Business ☒

Name of Requestor: Alyssa Sanders

Address: 107 E Main

Contact Name: Alyssa Sanders Phone #: 816-516-7963 Email: alyssa@smitvhillmainstreetdistrict.com

After-Hours Contact: Same Phone #: Same

### INSURANCE REQUIREMENT:

Business requestors hiring off-duty Smithville Officers for security work shall carry the statutory limits for Workers Compensation Insurance and a minimum of \$500,000 general liability insurance coverage.

The requestor has provided a copy of the general liability insurance certificate. YES ☒ NO ☐

Description of Business Activity:

Are there any potential concerns or threats to your event or the attendees? ☐ YES (explain) NO ☒

\_\_\_\_\_  
Approving Commander

\_\_\_\_\_  
Radio #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

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

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

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

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

All other terms and conditions remain unchanged.



[Overview](#)[Tickets](#)[Marketplace](#)[Volunteers](#)[Map](#)

---

A boutique, vintage, antique, maker and pickers, open-air market, in the streets and courtyard of Historic Downtown Smithville, MO. Free to patrons.

Compiled of vendor booths with items including refurbished/painted furniture, project pieces, antiques, architectural salvage, various other locally handcrafted items, and food vendors.

\*We do not, however, allow direct sales of any kind. (ie: Scentsy, Tupperware, etc.)

All proceeds benefit the Smithville Main Street District. Smithville Main Street District exists to preserve, promote, revitalize and enrich the historic, cultural, and economic landscapes of downtown Smithville, Missouri. By doing this we are not only benefitting the small businesses that make up the commerce in our town, but also creating an identity and a footprint that will protect the small-town community as the surrounding areas continue to grow.

---

## Parking instructions

Parking available throughout the main street district.

---

## Tickets

Price: \$35

Select

[Overview](#)[Tickets](#)[Marketplace](#)[Volunteers](#)[Map](#)

220 days left

Non-refundable

We invite you to join our NEW beer crawl. (More details to come!)

Along with that we will also be having our Junkville and Harvest Market. A boutique, vintage, antique, maker and pickers,... + More

## Marketplace

Interested in becoming an artist or exhibitor:

2 active applications

[Apply](#)

Vendors

Deadline: Sep 15, 2023

[Overview](#)[Tickets](#)[Marketplace](#)[Volunteers](#)[Map](#)

All of our events are OUTDOORS (rain or shine)

One booth space is 10x10 and does NOT include a table or chairs. (If you are using a trailer during the event you will need to register for two 10x10 spaces)

Electricity availability pending.

This is an electronic agreement and by selecting the booths, you are validating and approving this agreement electronically.

\*Reminder, these are "Rain or Shine" event, with no refunds. Please plan accordingly. Cancellations and No Shows: Booth space may be cancelled, in writing, up to 24 hours prior to the event without penalty, with the exception of a refund. If the cancellation is received less than 24 hours prior to the event, or if vendor fails to show up during the allowed time, that vendor will be penalized, and will not be able to register for the next 3 events hosted by Smithville Main Street District. Submission of payment constitutes agreement of any and all requirements of the Smithville Main Street District, as well as the acknowledgment that Smithville Main Street District and/or any representative of, will not be responsible for any loss, damages or accidents.

Any questions/concerns regarding the event may be directed to [info@smithvillemainstreetdistrict.com](mailto:info@smithvillemainstreetdistrict.com) - please include your name and phone number with your correspondence and be sure to add the email to your address book to keep messages from going to your spam folder. Additional information regarding the event will follow in the coming weeks.

Go here for more information about Smithville Main Street District - <https://smithvillemainstreetdistrict.com>

[Apply](#)

## Food Trucks

Deadline: Sep 15, 2023

[Overview](#)[Tickets](#)[Marketplace](#)[Volunteers](#)[Map](#)

All of our events are OUTDOORS (rain or shine)  
Electricity availability pending.

This is an electronic agreement and by selecting the booths, you are validating and approving this agreement electronically.

\*Reminder, these are "Rain or Shine" event, with no refunds. Please plan accordingly. Cancellations and No Shows: Booth space may be cancelled, in writing, up to 24 hours prior to the event without penalty, with the exception of a refund. If the cancellation is received less than 24 hours prior to the event, or if vendor fails to show up during the allowed time, that vendor will be penalized, and will not be able to register for the next 3 events hosted by Smithville Main Street District. Submission of payment constitutes agreement of any and all requirements of the Smithville Main Street District, as well as the acknowledgment that Smithville Main Street District and/or any representative of, will not be responsible for any loss, damages or accidents.

Any questions/concerns regarding the event may be directed to [info@smithvillemainstreetdistrict.com](mailto:info@smithvillemainstreetdistrict.com) - please include your name and phone number with your correspondence and be sure to add the email to your address book to keep messages from going to your spam folder. Additional information regarding the event will follow in the coming weeks.

Go here for more information about Smithville Main Street District - <https://smithvillemainstreetdistrict.com>

## Volunteers

Interested in becoming a volunteer:

1 active application

[Apply](#)

### Junkville Volunteer

Deadline: May 06, 2023

Volunteer application for Derby Wine Walk and Spring Market 2023.

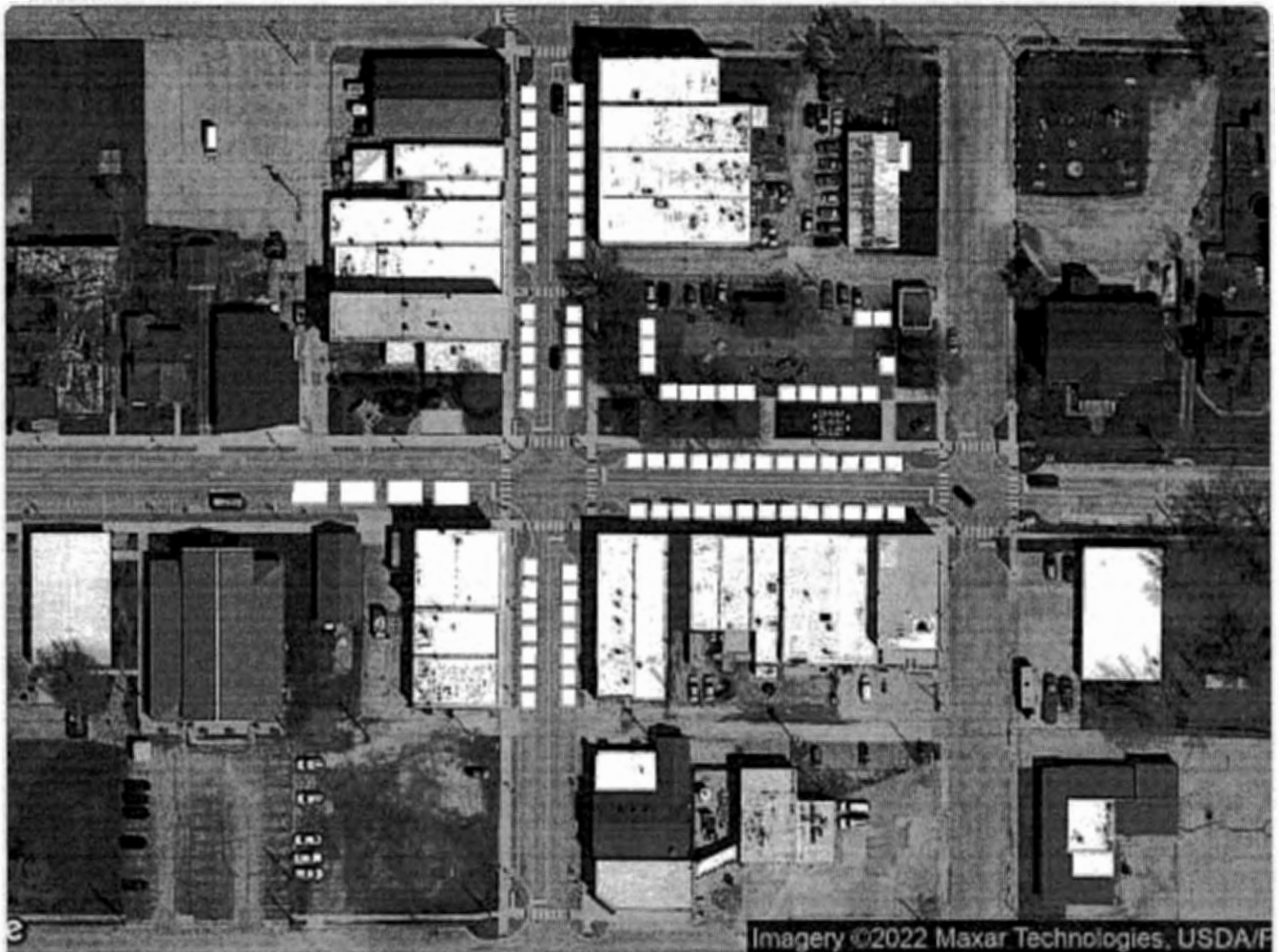
Overview

Tickets

Marketplace

Volunteers

Map



Junkville 2023

See full map



Hosted by Smithville Main Street District

Joined Eventeny in May 2022

2/16/23, 10:10 AM

Junkville 2023 - Eventeny

Overview

Tickets

Marketplace

Volunteers

Map

View profile

Message

Follow

## Contact us

Technical support:

[Contact us here](#)

Eventeny was founded on the belief that managing large-scale events with hundreds of exhibitors, vendors, sponsors, and volunteers should not be stressful and burdensome. Our mission is to remove event organizers from being the 5th most stressful job in the world. That's why we built Eventeny and continue to work everyday on the biggest problems in the event industry. We don't just dream it, we build it.


Eventeny © 2023 [Terms](#) [Privacy](#) [Acceptable Use](#)






APPLICATION


## Vendors

 Deadline: Sep 15, 2023 11:59 pm (GMT-06:00) Central Time (US & Canada)

 Junkville 2023

 Date: Sep 23, 2023 9:00 am - Sep 23, 2023 5:00 pm

 Smithville, Missouri

 \$ \$0-150

---

### About the event

Start Application

**eventeny**

Sign in



including refurbished/painted furniture, project pieces, antiques, architectural salvage, various other locally handcrafted items, and food vendors. \*We do not, however, allow direct sales of any kind. (ie: Scentsy, Tupperware, etc.) All proceeds benefit the Smithville Main Street District. Smithville Main Street District exists to preserve, promote, revitalize and enrich the historic, cultural, and economic landscapes of downtown Smithville, Missouri. By doing this we are not only benefitting the small businesses that make up the commerce in our town, but also creating an identity and a footprint that will protect the small-town community as the surrounding areas continue to grow.

Smithville Main Street District

[Contact organizer](#)

About the application

[Start Application](#)



Sign in



market is open to the public. Help be a part of someone's day in Smithville, MO. Vendor event is as follows, set up 7 am (No early set up) to, no earlier than 5 pm.

All of our events are OUTDOORS (rain or shine)

One booth space is 10x10 and does NOT include a table or chairs. (If you are using a trailer during the event you will need to register for two 10x10 spaces)

Electricity availability pending.

This is an electronic agreement and by selecting the booths, you are validating and approving this agreement electronically.

\*Reminder, these are "Rain or Shine" event, with no refunds. Please plan accordingly.

Cancellations and No Shows: Booth space may be cancelled, in writing, up to 24 hours prior to the event without penalty, with the exception of a refund. If the cancellation is received less than 24 hours prior to the event, or if vendor fails to show up during the allowed time, that vendor will be penalized, and will not be able to register for the next 3 events hosted by Smithville Main Street District. Submission of payment constitutes agreement of any and all requirements of the Smithville Main Street District, as well as the acknowledgment that Smithville Main Street District and/or any representative of, will not be responsible for any loss, damages or accidents.

Any questions/concerns regarding the event may be directed to [info@smithvillemainstreetdistrict.com](mailto:info@smithvillemainstreetdistrict.com) - please include your name and phone number with your correspondence and be sure to add the email to your address book to keep messages from going to your spam folder. Additional information regarding the event will follow in the coming weeks.

Go here for more information about Smithville Main Street District - <https://smithvillemainstreetdistrict.com>

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Terms & Conditions

Start Application



\*Reminder, these are "Rain or Shine" event, with no refunds. Please plan accordingly.

Cancellations and No Shows: Booth space may be cancelled, in writing, up to 24 hours prior to the event without penalty, with the exception of a refund. If the cancellation is received less than 24 hours prior to the event, or if vendor fails to show up during the allowed time, that vendor will be penalized, and will not be able to register for the next 3 events hosted by Smithville Main Street District. Submission of payment constitutes agreement of any and all requirements of the Smithville Main Street District, as well as the acknowledgment that Smithville Main Street District and/or any representative of, will not be responsible for any loss, damages or accidents.

## Prices

Booth prices

\$0 - 150

## Questions on the application

### Business information

- Business name
- Legal business name
- Contact name
- Address
- Email
- Phone
- Website (Optional)
- Logo (Optional)

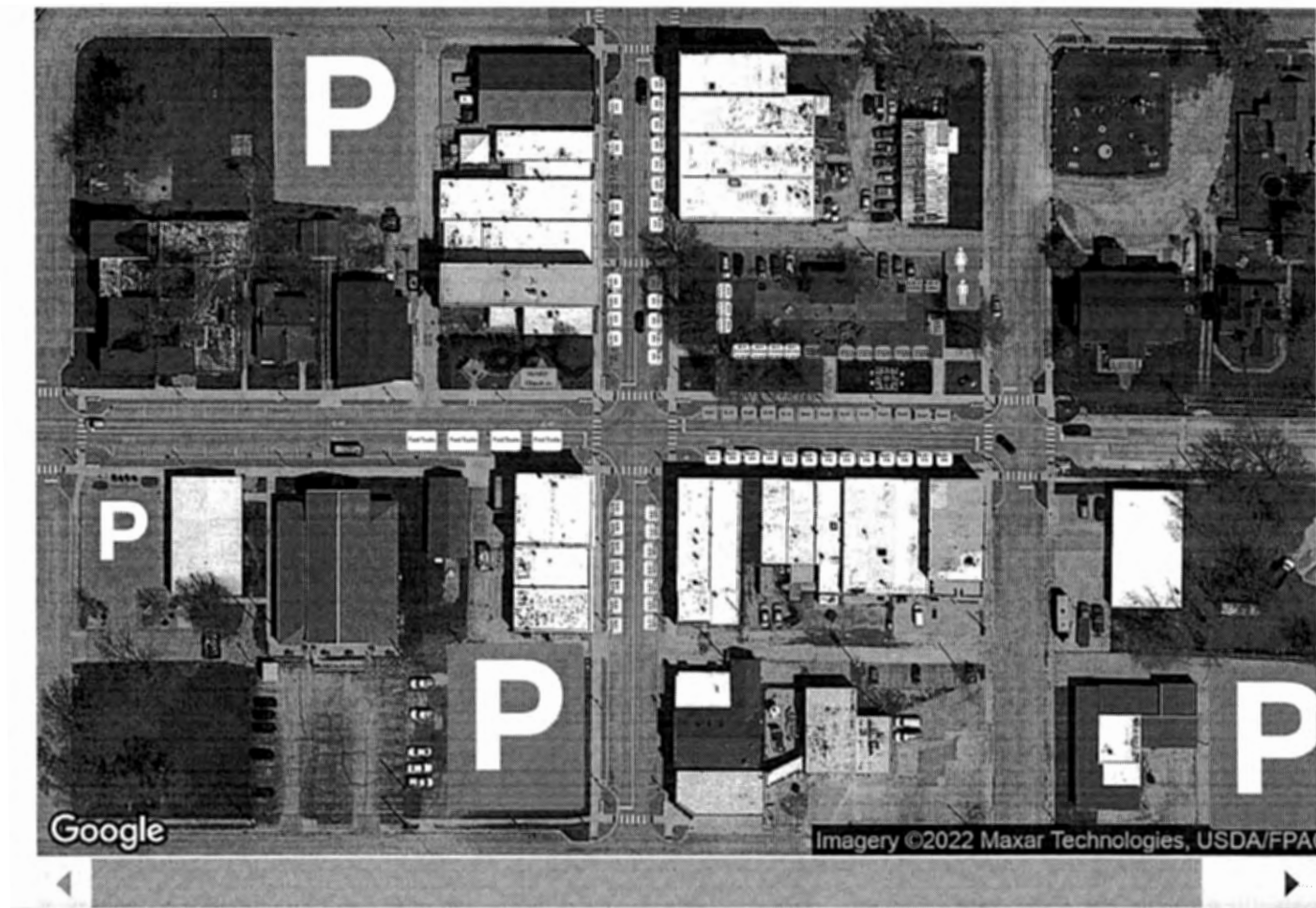
[Start Application](#)

- Certificate of Insurance (Optional)
- Picture requirements
- Minimum pictures required: 0

# Junkville 2023

See the full map

● 43%



Start Application

2/16/23, 10:10 AM

Vendors - Junkville 2023 - Eventeny

**eventeny**

Sign in



Technical support:  
[Contact us here](#)

Eventeny was founded on the belief that managing large-scale events with hundreds of exhibitors, vendors, sponsors, and volunteers should not be stressful and burdensome. Our mission is to remove event organizers from being the 5th most stressful job in the world. That's why we built Eventeny and continue to work everyday on the biggest problems in the event industry. We don't just dream it, we build it.

Eventeny © 2023 [Terms](#) [Privacy](#) [Acceptable Use](#)

[f](#) [t](#) [in](#) [@](#)

[Start Application](#)



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1203 - Nehemiah Festival

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1203, authorizing and directing the Mayor to execute an agreement with Grace Community Church for use of Smith's Fork Park to host the Nehemiah music festival.

**SUMMARY:**

David Lin, with Grace Community Church, has requested the exclusive use of Smith's Fork Park for the annual Nehemiah Festival hosted by Grace Community Church. The event has been held for the past seventeen years at Smith's Fork, with a similar exclusive agreement. Last year's attendance was estimated at 3,000.

Mr. Lin has requested rental of the entire campground September 14-16. Past agreements have outlined a rate based on per year average occupancy rate. This payment calculation is included in the recommended agreement. The average occupancy rate in 2022 was 43%. The church shall pay the City for such exclusive use as follows: \$4,231.20 (43% of 82 campsites X \$40 per day for 3 days). Fifty percent payable prior to September 14, 2021 and the remainder due on or before September 27, 2021.

In addition to the base amount, Nehemiah Festival will also pay two dollars for each primitive campsite used and \$50 per shelter per day (\$300).

**PREVIOUS ACTION:**

The Board has approved agreements with Grace Community Church for the Nehemiah Festival every year since 2013

**POLICY ISSUE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Click or tap here to enter text.

**ATTACHMENTS:**

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

## **RESOLUTION 1203**

### **A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH GRACE COMMUNITY CHURCH FOR USE OF SMITH'S FORK PARK TO HOST NEHEMIAH MUSIC FESTIVAL**

**WHEREAS**, Grace Community Church has approached the City requesting use of Smith's Fork Park on September 14, 15 and 16, 2023 to host the Nehemiah music festival; and

**WHEREAS**, the Smithville Board of Aldermen have approved the exclusive use of Smith's Fork Park to Grace Community Church for the music festival; and

**WHEREAS**, the City and the Church have negotiated a contract.

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

**THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH GRACE COMMUNITY CHURCH FOR THE PURPOSE OF HOSTING THE NEHEMIAH FESTIVAL AT SMITH'S FORK PARK ON SEPTEMBER 14, 15 AND 16, 2023.**

**PASSED AND ADOPTED** by the Mayor and Board of Aldermen this 3rd day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond  
City Clerk

**City of Smithville,**

**Missouri**

**AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
between the **CITY OF SMITHVILLE, MISSOURI** (City) and **GRACE  
COMMUNITY CHURCH** of  
Smithville, a non-profit corporation (Church) as follows:

**WHEREAS**, Church desires to use City's Smith's Fork park to sponsor a  
Christian  
Music and Camping Festival called the Nehemiah Festival from September 14-16,  
2023; and

**WHEREAS**, the use of said park facility as envisioned will sell out the use of  
the park area for any other purpose;

**NOW THEREFORE** it is agreed as follows:

1. City agrees that Church may have exclusive use of Smith's Fork Park area  
as hereinafter designated on Exhibit A on September 14, 15, and 16, 2023.  
Non-exclusive use for setting up is granted on September 13, 2023.
2. Church shall pay City for such exclusive use as follows:
  - A. Four Thousand Two Hundred and Thirty-One Dollars and Twenty  
Cents \$4,231.20 (43% of 82 campsites X \$40 per day for 3 days)  
Fifty percent (50%) payable prior to September 14, 2023, and the  
remainder due on or before September 25, 2023.
  - B. Two Dollars (\$2.00) for each primitive campsite used outside of the  
campground.
  - C. Fifty Dollars (\$50.00) per shelter per day (2 shelters for 3 days for  
a total of  
\$300.00).
  - D. Fees for B and C will be collected at end of Festival but not later than  
October 1, 2023.
3. Camp hosts have the option to stay in the campground without obligations  
to the festival.

4. Supplying and cleaning restrooms will be the responsibility of the Church. City to provide key for locked paper containers. City staff will conduct inspection on Monday, September 18, 2023, and notify Church of deficiencies. Church will be responsible for charges associated with additional clean up to get restroom facilities in operation.
5. Church will supply labor and containers sufficient to maintain the cleanliness of the festival area.
6. Church will supply security sufficient for actual crowd attending Festival.
7. Church will be allowed to use the driving range for Festival parking. Staff and Volunteers can use the ball field and soccer parking lots for overnight parking.
8. Church will be allowed to use the practice football fields and spillways parking lot for activities and concerts.
9. No primitive camping will be allowed on any of the two ball fields, football field or soccer fields.
10. No parking at the primitive campsites that are not in the campground. All campers must park in the designated parking areas and walk to the campsite.
11. Church will be responsible for the opening and closing of the campground gate starting Thursday, September 14, at 8:00 a.m., ending Sunday evening, September 17, at 5:00 p.m.
12. Church shall provide proof of a Two Million Dollar (\$2,000,000) liability insurance policy covering their use of the park with the City and U.S. Corp of Engineers listed as additional parties insured. Church hereby indemnifies City for any liability or damages incurred as a result of their use of the park.
13. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.
14. This Agreement shall be governed by the laws of Missouri.
15. This Agreement shall not be effective until approved by an ordinance duly enacted by the Board of Aldermen of Smithville, Missouri.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**THE CITY OF SMITHVILLE, MISSOURI**

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

**ATTEST:**

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

**GRACE COMMUNITY CHURCH**

By \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

## City of Smithville

Attention:

Board of Alderman

City Manager  
Park & Recreation Department  
Smith's Fork Park Camp Host

107 W. Main Street  
Smithville, MO 64089

Subject: Facility Use Application for Smith's Fork Park September 15-17, 2023 (Nehemiah Fest)

To all concerned:

Please accept the following Facility Use Application, related addendums and required attachments to request use of Smith's Fork Park for the period of September 15-17, 2023 for the specific purpose of producing the 17th annual Nehemiah Festival sponsored and hosted by Grace Community Church of Smithville, MO.

This also will serve as a request for a Board of Alderman exemption of Temporary Sign Permit requirements and fees, as detailed in Section 400.540 (A)(6) and (A)(7) of the Smithville City Code.

Thank you for your time and consideration.

Sincerely,

David W. Lin  
Event Coordinator  
Worship Leader - Grace Community Church

## **Table of Contents**

- I. Public Facility Use Application
  - A. Addendum: (Clarification of Facility Access for Setup and Tear Down)
- II. MO Secretary of State - Certification of Good Standing
- III. IRS letter of Tax Exempt Status
- IV. Attachment H - Security Application
  - A. Security Plan
- V. Site Map

## Addendum to Facility Use Application

### Clarification of facilities access for set up and tear down

Nehemiah Fest was established in 2007 and has requested use of the Smith's Fork Campground each year. In the early years of the event, prior to the current procedure of the facility use application, a contractual agreement with the City was drafted that spelled out the terms of the agreement to include when control of the campground was granted to Grace Community Church to set up for the event and other matters.

This addendum is attached to clearly address the items that is absent from the application and it is requested that the agreement be the same as in year's past.

Control of the campground will be granted to Grace Community Church at 8:00AM on Thursday, September 14, 2023 to allow ample time for site set up for the festival.

Control of the campground will be granted back to the camp hosts as soon as possible on the afternoon of Sunday, September 17, 2023. The majority of campsites should be vacant by 2:00 PM. However, those volunteers that are camping and assisting with the clean up may still be on site for a short time, but are generally "all clear" from the sites between 4:30 PM and 6:30 PM.

As in the past, Grace Community will work with the camp hosts to inform them which sites should be vacant on the morning of Thursday, September 15, 2023 to allow for set up to occur and for known early festival camper arrivals.

Nehemiah Fest campers that come prior to Thursday September 14, 2023 or staying the night of September 17, 2023 (or later) are instructed to make arrangements and pay appropriate fees to the Smith's Fork camp hosts.

Handling camping reservations for the specified period of September 14-16, 2023 will be the responsibility of Nehemiah Festival and staff, as will communication with event campers. The Smith's Fork Camp Host should direct any campers interested in reserving during the specified period should be directed to [www.nehemiahfest.com](http://www.nehemiahfest.com).



CITY OF SMITHVILLE

107 West Main Street

Smithville, MO 64089

Date Submitted \_\_\_\_\_

Application # \_\_\_\_\_

Date Approved \_\_\_\_\_

## SPECIAL EVENT APPLICATION

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

### 1. EVENT INFORMATION:

Event Name: NEHEMIAH FEST XVII

Event Location: Smith's Fork Park & Campground Event Tier: Tier 2

Detailed event description (additional room on next page or sheet may be attached): Annual music and camping festival event hosted by Grace Community Church

Estimated attendance: 1500-2000

Event Date(s) and Times: Friday-Sunday September 15-17, 2023

Set up date/time: 9/14/2023 8:00AM Cleanup finished date/time: 9/17/2023 4:30PM

### 2. APPLICANT / CONTACT INFORMATION:

#### Applicant(s)

Name: David Lin

Organization: Grace Community Church

Address: 1520 E. Main (DD)

City, State, Zip: Smithville, MO 64089

Phone: (816) 645-1982 Fax: \_\_\_\_\_

Emergency #: \_\_\_\_\_

E-mail: dlin@gccsmithville.org

#### Property Owner(s), if not applicant or City

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact

Alternative Contact

Name: Lauri Perkins

Name: Ali Hammon

Phone: (816) 547-6113

Phone: (816) 699-4352

Detailed event description continued (Attach additional sheet if necessary): 17th Annual Nehemiah Festival  
Camping and Christian music festival held at Smith's Fork Park & Campground.  
Four stages (3 in campground & 1 at Spillway parking lot). Event controlled camping  
reservations Thursday through Sunday in coordination with Camp Host and Park & Rec.  
Special agreement and fee assessment through contractual agreement with the  
Board of Alderman.

### 3. EVENT TYPE:

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

### 5. SITE PLAN

Where do you plan to have your event? Courtyard Park: \_\_\_\_\_ Other Public Property: \_\_\_\_\_

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

## 6. PARKING PLAN

Do you have sufficient on street/lot parking at your eventspace? Yes: X No: \_\_\_\_\_

If No: Additional Parking and Shuttle Routes need to be approved by the City. Explain Your Parking Plan (Attach additional sheet if necessary): See attached parking plan. Overflow parking at Grace Community Church

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## 7. PUBLIC INFORMATION:

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

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## 8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary): Social Media and email distribution will be the primary notification to vendors, artists and attendees.

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## 9. SECURITY PLAN:

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

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#### 10. RESTROOM PLAN:

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

Our volunteer staff makes periodic checks of restrooms to ensure they are properly stocked and cleaned.

#### 11. CLEAN UP PLAN:

Describe your clean-up plan, including trash removal and recycling containers. Specify if you would like to hire city staff support. (Attach additional sheet if necessary): Use of onsite dumpster at campground. If there is overflow

trash will be transported to the church for disposal in church dumpster

#### 12. FIRST AID PLAN:

Describe your First Aid Plan. (Attach additional sheet if necessary): See attached security & emergency plan

#### 13. UTILITY CONNECTIONS

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

If Yes: How Many Electric Pedestals? <sup>all available</sup> \_\_\_\_\_

If Yes: How Many Water Hookups? \_\_\_\_\_

Additional Utility Requests (Attach additional sheet if necessary): \_\_\_\_\_

#### 14. ROADWAY AND PARKING LOT CLOSURES:

Will you require a roadway closure? Yes: \_\_\_\_\_ No: X

If Yes: Explain (Attach additional sheet if necessary): \_\_\_\_\_

15. OTHER STAFF SUPPORT:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. SIGNAGE:

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

If Yes: Attach a Sign Permit Application **EXEMPTION REQUESTED** based on Smithville Code 400.54 (A)(6) and (A)(7) - Grace Community Church is a registered 501(c)3 organization and this is Free admission community outreach family oriented event.

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: \_\_\_\_\_ No: X (If Yes, see the Alcohol Guidelines)

Are you having amplified music?..... Yes: X No: \_\_\_\_\_ (If Yes, complete question 18 on pg. 13)

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

18. AMPLIFIED SOUND / PERFORMANCE LIST

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

1. To be determined (there will be 45-50 Christian musical acts in a variety of genres)
2. on four stages throughout the park and campground. Event schedule can be found
3. at www.nehemiahfest.com
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

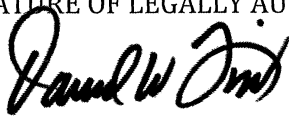
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## INSURANCE

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

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

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE



Date

02/03/2023

PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE

David W. Lin

TITLE

Event Coordinator

## 19. VENDORS:

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

### VENDOR LIST:

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

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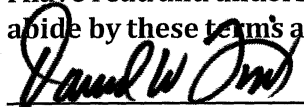
Please map the planned vendors at your event (Attach additional sheet if necessary):

(May be depicted on site plan)

## LEGAL

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



Event coordinator

02/03/2023

Date

## CHECK LIST

### Required Items

\$25 Special Event Application Fee.

Correct Event Rental Fee Paid

Completed Event Information, Application Contact Information, Event Type Sections

Completed Site Plan Section

Completed Parking Plan Section

Completed Public Information and Cancellation Notice Sections

Completed Security Plan

Completed Restroom and Clean-Up Plan

Completed First Aid Plan

### Additional Items (If Needed)

Completed Roadway Closure Section.

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

Temporary Sign Application and Fee.

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

Completed Performance Section

Completed Vendor Section.

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

### Due 7 Days before the Event

Additional Fees and other Requested Information

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

### Helpful Phone Numbers

Smithville Parks and Recreation 816-532-8130;  
[parks@smithvillemo.org](mailto:parks@smithvillemo.org)

Missouri Liquor Control 573-526-2769

Smithville Police Department and City  
Hall 816-532-3897

Clay County Health Department 816-595-4200

**\*\*CITY USE ONLY\*\***

**REQUIRED APPROVALS, IF APPLICABLE:**

☐ **Parks and Recreation Director**

ΔApproved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

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

Δ Approved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

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

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

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

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

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

ΔApproved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_

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

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

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

ΔApproved Date: \_\_\_\_\_ Conditions: \_\_\_\_\_



21City of Smithville, MO

Temporary Sign Permit Application  
Smithville Code 400.485 – 400.540

**TYPE OF SIGN:**

Flexible ☐ Rigid ☐ Wood ☐ Metal ☐ Plastic ☐ Vinyl ☐

**PROPERTY INFORMATION:**

**EXEMPTION REQUESTED based on Smithville Code 400.54 (A)(6) and (A)(7) - Grace Community Church is a registered 501(c)3 organization and this is Free admission community outreach family oriented event.**

PROPERTY ADDRESS: _____	Zoning _____
PROPERTY OWNER: _____	
ADDRESS IF DIFFERENT FROM PROPERTY: _____	

**CONTRACTOR INFORMATION (If different than owner):** OCCUPATION LICENSE # \_\_\_\_\_  
If you do not have a license, you MUST complete and submit an Occupation License Application

**DESCRIPTION OF SIGN**

The application shall describe the sign, including all size(s), colors, and layout of said sign in the space provided below. <b>Attach additional sheets if necessary.</b>	
Description of Colors and layout: (Picture of sign required. Color Proof recommended)	
Description of Sign Materials:	
Location of Sign Placement on building or lot:	
Sign Display Area Dimensions:	*Building Façade Area (in ft <sup>2</sup> ):

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

**SIGNATURE**

**E-MAIL**

**PHONE NO.**

Tempsignapp2013

## TEMPORARY SIGN REGULATIONS

**TEMPORARY SIGN:** A sign constructed of non-permanent materials, including, but not limited to vinyl, cardboard, coroplast, plastic, sheet metal or wood, and placed on the ground with a pole without a footing to support such pole, or to a building with such materials as rope, string, or screws and not enclosed in some form of a permanent cabinet or structure.

No temporary sign shall exceed thirty two square feet (32') in total area, be placed greater than five feet (5') above the ground, as measured from the ground to the bottom of the display area, unless temporarily attached to a building, but in no event taller than the façade of the wall upon which the sign is attached, and constructed of materials that will withstand the natural elements for a period of time not less than the validity of the permit. All temporary signs shall be maintained in good repair, have a clean, neat appearance, and remain free from cracks, rips, tears, and/or fading. All temporary signs and the stake or supporting structure for such sign shall be designed, constructed, and installed to resist normal wind loads, which may cause the sign to become dislodged from its location. All signs must be monitored by the applicant so as to identify any sign that becomes dislodged, in whole or in part, from its supporting structure, and replaced to the location contained in the permit with another method of attachment that will prevent it from becoming dislodged. In the event that any temporary sign becomes dislodged for a period longer than forty-eight (48) hours or becomes dislodged more than one time during the validity of the permit, such permit shall become immediately null and void; the sign may be removed by the city with no refund of fees or return of the sign so removed. *Section 400.505 Smithville Code.*

### Fee Structure--Temporary Signs

Type of Material	Original Application Fee	Relabeling Fee
Flexible Materials*	\$25.00	\$5.00
Rigid Materials**	\$10.00	\$5.00

\* Flexible materials shall include vinyl, paper, and cardboard.

\*\* Rigid materials shall include wood, metal, plastic, corrugated cardboard and coroplast

# State of Missouri

## LIMITED EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES AND SALES (Religious)

Issued to:

Missouri Tax I.D.: 17578752

GRACE COMMUNITY CHURCH OF SMITHVILLE  
1520 DD HWY  
SMITHVILLE MO 64089

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.2(20), RSMo. This letter is issued as documentation of your organization's exempt status. The organization above must adhere to the exempt status requirements.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your organization are not subject to sales or use tax if conducted within your organization's exempt charitable, religious and educational functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your organization only if your organization issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.
- Sales by your organization are not subject to sales or use tax if conducted within your organization's exempt charitable, religious and educational functions and activities.
- Sales intended to raise funds, not related to the exempt function of your organization, may be exempt only if such sales are occasional or isolated sales.
- If your organization engages in a competitive commercial business that serves the general public, even if the profits are used for your exempt charitable, religious and educational functions, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Division, P.O. Box 358, Jefferson City, Missouri 65105-0358, Email [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov), or call 573-751-2836.



Search - ...



Verify Ce...



JCC Sear...



Service o...



Help

# Search

Type

- ☒ Company
- ☐ Registered Agent

Name Search Type

- ☒ Contains word
- ☐ Starts with
- ☐ Exact match

Entity Name

Charter Number

Name	Type	Reg
N00063944 -	Nonprofit	---
GRACE	Corporation –	
COMMUNITY	Domestic	
CHURCH OF		
SMITHVILLE		

# Event Emergency and Safety Operations Plan

## PURPOSE:

Grace Community Church is committed to providing a safe and secure environment for staff, volunteers, guests, and attendees for church sponsored special events and community outreaches it conducts. As such, this Event Emergency and Safety Operations plan is constructed to provide protocols and procedures for handling a variety of emergencies and situations that may arise during these events.

In a dynamic and ever changing world it is impossible to predict or forecast every possible emergency and safety scenario. This plan has been established to address “reasonably foreseeable” situations that may arise.

## Emergency and Security Team (EST) selection:

Each event is unique and the requirements to ensure a safe and secure event environment is contingent on a number of variables to include, but not limited to:

1. Location of event
2. Attendance of event
3. Length of event
4. Open or closed access to the vent
5. Weather
6. Planned activities
7. Perceived external threats

In planning safety and security concerns for each event, it is imperative that a detailed assessment of the event complexion is conducted in an effort to identify the number of personnel, personnel skill set, and any special equipment that is needed.

It is also understood that “ALL” event staff and volunteers should serve as a member of the EST, in that this provides additional “eyes and ears” in the field to immediately identify and address safety concerns and report emergencies to designated personnel for resolution. SAFETY is a priority for all those involved in the event operations.

## **EST Structure:**

Designated EST personnel will have divided into two primary functions:

1. Site Safety and Security (EST-SSS)
2. Emergency Response (EST-ER)

The primary Event Coordinator, in most instances, will serve as the EST Leader and will be supported by team leaders overseeing the respective functions of the EST-SSS and EST-ER components. Depending on the event dynamics the Event Coordinate may opt to designate an EST Leader.

The number of personnel in each EST component will be contingent on the results of the pre-event assessment conducted. EST Team members should be clearly marked as security and safety personnel. The EST Leader will be responsible for establishing a EST member schedule to ensure adequate coverage for response during the event.

## **EST Component Responsibilities:**

### ***Site Safety and Security (EST-SSS)***

The primary function of the EST-SSS is to conduct pre-event site survey safety inspections to identify potential safety hazards and work to mitigate their risk. Additionally, the EST-SSS will be responsible for general security issues of site to include managing the people flow and vehicle traffic in and around the event area. The EST-SSS will also be vigilant in immediately identifying and correcting unsafe conditions that develop during the operation of the event. The EST-SSS will be responsible for monitoring weather conditions, addressing fire hazards, and other access to secure areas and other dangerous environments that may cause injury to attendees.

## ***Emergency Response (EST-ER)***

The EST-ER component will be primarily responsible for immediate response to the site of any and all emergencies identified by the EST-SSS. This will include medical emergencies, fires, disorderly subjects or dangerous environments.

The EST-ER component size will be contingent on the pre-event assessments, however in most instances will be a unit consisting of 2-4 persons. Depending on the dynamics of the event, the EST Leader may elect to designate more than one EST-ER unit.

Whenever possible, the personnel EST-ER should be individuals that have received first responder training, have current or prior law enforcement, Fire, EMS, or security experience.

## **Communications:**

Reliable communications between components is necessary to ensure the safe operation of any event. For most events, a combination of phone, text and radio communications will be utilized. To facilitate reliable communications the EST-SSS will designate a Communications Coordinator, who will compile a phone contact list for each EST member.

In large events the EST Leader may establish a central dispatch to coordinate communications and handle contacts with external Emergency Services personnel.

Radio interoperability is important. To allow for flexible, scalable and affordable communications the EST will utilize FRC "family radios" and employ the use of "push to talk" smart phone apps, such as "Zello".

## Emergency Contact Numbers:

**911**

### **Smithville Police:**

Daytime phone - (816) 532-0500.

For non-medical emergencies after 5 p.m., call the Platte County Sheriff at (816) 858-3521

**Clay County Sheriff's Department:** (816) 407-3750 **Clay County Parks (Rangers):** (816) 407-3400

### **Fire Department:**

Smithville Area Fire Protection District: Daytime phone - (816) 532-4902

### **Ambulance:**

Northland Regional Ambulance District: Daytime phone - (816) 858-4450

### **Key Festival Personnel Roster:**

<b>Title/Role</b>	<b>Name</b>	<b>Mobile Phone</b>
<b>Event Coordinator/EST Leader</b>	David Lin	(816) 645-1982
<b>Operations Mgr/EST-SSS Leader</b>	Dennis Lollar	(816) 509-3746
<b>Security Chief/EST-ER Leader</b>	Josh Temple	(816) 351-0610
<b>Artist Relations</b>	Anne Derksen	(816) 210-6205
<b>Volunteer Coordinator</b>	Ali Hamman	(816) 699-4352

# **INCIDENT PROCEDURES & PROTOCOL**

## **Medical Emergencies**

1. Tend to victim
2. Contact onsite First Aid responders
3. Administer First Aid as applicable
4. Activate EMS if necessary
5. If emergency is a result of an injury sustained at the site collect personal information from victim when practical.
6. Identify and document cause of injury

## **Weather Contingencies (For outdoor events)**

1. Monitor weather via radio, computer and/or smart phone
2. Communicate with National Weather Service for severe weather alert information
3. If necessary, activate emergency stage shut down procedures
4. Broadcast emergency weather situation to campers and attendees. (Nehemiah Fest)
5. In the event of flooding or extremely severe weather determine if evacuation is necessary.
6. Activate site evacuation procedures
7. Restroom buildings are designated as the primary rally point and temporary storm shelter. (Nehemiah Fest)
8. Transport vehicles and shuttle buses will move campers and attendees to Grace Community Church until weather has subsided. (Nehemiah Fest)

9. Public Restroom facilities will be used for temporary storm shelters and for staging for evacuation. (Nehemiah Fest)

## **Fire and other Hazardous Environments**

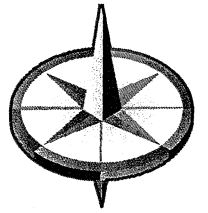
1. Be cognizant of potential hazardous environments that may cause trips, falls, or fire hazards.
2. Report any suspect observations immediately to the EST Leader.
3. Restrict unauthorized personnel from the affected area and establish a perimeter a safe distance away from the hazard.
4. In the event of an actual fire, activate the EST-ER, evacuate people from the area, and contact the fire department and other required emergency services.
5. Begin to clear access to the site of the emergency to allow for easy access for emergency equipment and personnel.
6. Identify potential victims, witness and document the scene.

## **Disorderly subjects**

1. In the event of a disturbance or disorderly subject crew member(s) shall notify EST-ER immediately to respond.
2. Efforts will be made to de-escalate the situation and remove the disturbance from the public view. The strategy of "use your head, not your hands" should be the primary tactic.
3. If the subject(s) is violent in nature, appears to be under the influence of drugs or alcohol, or has committed a violation of law law enforcement personnel shall be immediately contacted to respond and handle the situation.

Nehemiah Fling  
Disc Golf

NORTH



Band  
Check-in

Band  
Parking

Inspection Gate

Fish Gate



Sheep Gate

Kid's Zone

Solomon's  
Temple Stage

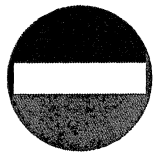
Old Gate

Artist's  
Merchandise



East Gate

Horse Gate



Restricted  
Area



VENDOR ROW

Valley Gate

Coffeehouse  
Stage



Ezra  
Stage

Water Gate



Fountain Gate

Spirit  
Stage

Dung Gate

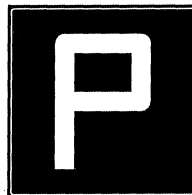


PRIMITIVE  
CAMPING

No open fires  
In primitive  
area



Day Parking



Entrance



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution 1204, Award of Neighborhood Beautification Grants

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### **REQUESTED BOARD ACTION:**

Motion to approve Resolution 1204, awarding Neighborhood Beautification Grants totaling \$19,990.

### **SUMMARY:**

In FY22, the Board of Aldermen created the Neighborhood Beautification Program. This is the second year of the grant program. \$25,000 was approved for the program in this year's budget and staff researched and developed a program to allow the funds to be appropriately distributed.

Starting December 5, 2022, the grant terms and application were provided to each of the home owner's associations. Applicants were able to submit an optional draft application by January 31, 2023 for staff review. Staff were able to provide feedback to the applicants for consideration in their final application of February 28, 2023. Included are the grant terms, which includes the parameters in which each application was scored, and the grant application.

Three applications were received from three home owners associations. Applications were reviewed by a staff committee comprised of the Assistant City Administrator, Public Works Director, Development Director, Assistant to the Public Works Director, and the Development Permit Technician. Committee members individually scored each application received. Each application score was averaged to rank applications. Based on the number of applications and the total fund requests, the committee was able to fund all projects.

Award of \$19,990 in grants is recommended as follows. A summary of each grant recommended for award is provided below.

- \$3,000 to Harborview HOA
- \$13,360 to Hills of Shannon HOA
- \$3,630 to Stonebridge HOA

The Harborview HOA project is to install ADA approaches on Lakeview Drive for a future trail expansion project for the Lakeview-Woodhaven Trail. The ADA approaches will serve as the first phase of the trail expansion project. The total fund request for this project is \$3,000. Harborview HOA amended their original project scope to reduce the cost of the project.

The Hills of Shannon HOA project is to do a two inch asphalt overlay of the trail over the existing trail. The original walking trail is approximately a third of a mile long, and is approximately 20 years old. The current trail has many cracks and uneven surfaces, the overlay will allow for safer conditions for all users. The total fund request for this project is \$13,360.

The Stonebridge HOA project is to install trees for the property, bushes for the front entrance and front of buildings. The addition of the trees will create a line of trees separating the property from adjoining properties, and the bushes will enhance the overall appearance of the neighborhood. The total fund request for this project is \$3,630.

**PREVIOUS ACTION:**

None

**POLICY OBJECTIVE:**

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

**FINANCIAL CONSIDERATIONS:**

The FY23 Budget includes \$25,000 for a Neighborhood Beautification Grant Program.

**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: Grant Applications |                                   |
| Grant Terms   |                                   |

## **RESOLUTION 1204**

### **A RESOLUTION APPROVING 2023 NEIGHBORHOOD BEAUTIFICATION GRANTS**

**WHEREAS**, the City approved the FY23 budget on October 18, 2022, allocating funds for the Neighborhood Beautification Grant Program; and

**WHEREAS**, the purpose of the program is to assist neighborhoods in Smithville to compete projects that beautify and enhance the public spaces within the neighborhoods; and

**WHEREAS**, three grant applications were received from three neighborhood associations; and

**WHEREAS**, a staff committee evaluated and ranked applications, resulting in the following recommendations for grant award totaling \$19,990:

- \$3,000 to Harborview HOA
- \$13,360 to Hills of Shannon HOA
- \$3,630 to Stonebridge HOA

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

**THAT**, the Neighborhood Beautification Grant Program applications listed above are approved in the amount totaling \$19,990.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners' Association Name: Harborview Homeowners Association Date: 2/27/23

Address: 405 Marina Drive  
*Street Address*  
Smithville, MO 64089

*City* *State* *ZIP Code*

Phone: 816-289-1749 Email: snyderhhoa@outlook.com

Contact Person: Terry Snyder Title: President

Project Title: Lakeview-Woodhaven Trail

Brief Description of the proposed Project:

Install ADA approaches on Lakeview Drive for future trail expansion project

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost:	<u>\$6,000.00</u>
Grantee Cash Contribution:	<u>\$3,000.00</u>
Grantee In-Kind Contribution:	<u>0</u>
Grant Amount Requested:	<u>\$3,000.00</u>

## Project Information – Please attach additional documentation if needed

Expected Project Start Date ASAP Expected Completion Date 7/23

Description of how this project will enhance the neighborhood:

New approaches will be installed for future trail extension from Lakeview to Woodhaven.

Description of how the grant funding will be matched by the organization:

Cost of the project will be matched in cash funds

Description of how the project will be maintained or funded in the future, if necessary:

Completed work is covered under HOA asset repair/replacement schedule

#### **Prior Awarded Projects**

Have you been awarded Neighborhood Beautification Grant funding for a previous project?

Yes, 2022. Added 120' of trail, pet waste stations, tree/brush planting/cleanup/removal

If yes, please provide a project update:

Majority completed, MAR/APR 2023: Placement of pet waste stations, tree planting.

#### **Required Attachment Checklist**

In addition to this application, the following documents will be required to fully assess the proposed project:

- ☐ A detailed Project Budget shown through a completed Attachment A *(Example Included)*
- ☐ Photos of the proposed project area
- ☐ Plan or map showing the location of the project and projected improvements
- ☐ At least three estimates for all work
- ☐ Letter of authorization from any agencies, utilities, or property owners affected by the project
- ☐ Letter of approval of use of funds from the neighborhood or homeowners' association Board
- ☐ If using cash contribution for the match, proof of available funds
- ☐ If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)
- ☐ A copy of the by-laws for your neighborhood or homeowners' association
- ☐ A list of the current neighborhood or homeowners' association board members

### Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature:



Date:

2/27/23

**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
Heatland Fence & Concrete	Lakeview ADA Compliant approaches	\$6,000.00
<b>Total Project Cost</b>		<b>\$6,000.00</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
Haborview Homeowners Association		\$3,000.00
<b>Total Cash Contribution</b>		<b>\$3,000.00</b>

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<b>Total In-Kind Contribution</b>		

Total Project Cost	\$6,000.00
Total Cash Contribution	\$3,000.00
Total In-Kind Contribution	
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$3,000.00</b>

Harborview Homeowners Association, Inc.

405 Marina Drive, Smithville, MO 64089

TO: City of Smithville, MO

RE: 2023 Neighborhood Beautification Grant Proposal

The Harborview HOA Board has voted on and approved our 2023 Neighborhood Beautification Grant proposal. We are committed to funding the proposed 2023 grant project, which includes the installation of new ADA approaches on the north and south side of Lakeview Drive in anticipation of a future project to extend our current trail from Lakeview Drive northwards to Woodhaven Drive. We are excited for this project to move forward should we receive grant funds.

Sincerely,

Terry Snyder

Harborview HOA President

2023 Harborview Homeowners Association Board Members:

Terry Snyder - President

Phil Smith - Vice President

Dwayne Smith - Secretary

Barb Parkerson - Treasurer



214

300

8' Approach

Lakeview Dr

Lakeview Dr

Lakeview Dr

10' Approach

301

**BYLAWS  
OF  
HARBORVIEW HOMEOWNERS ASSOCIATION, INC.**

**Article I  
Meetings of Lot Owners**

**Section 1. Annual Meeting.** The annual meeting of Lot Owners ("Lot Owners") of the HARBORVIEW HOMEOWNERS ASSOCIATION, INC. (the "Association") shall be held at such place in Clay County, Missouri, on the third Tuesday in January each year at a time the Board of Directors may determine.

**Section 2. Quorum.** A majority of Lot Owners shall constitute a quorum at any annual or special meeting. A majority of all votes cast, whether in person or by proxy, at any meeting of the Lot Owners shall determine any question, unless otherwise provided by these Bylaws.

**Section 3. Special Meetings.** Special meetings of Lot Owners, other than those regulated by statute, may be called at any time if requested by a majority of the Directors, by the President, or by Lot Owners holding at least one-third (1/3<sup>rd</sup>) of the votes in the Association. No business other than that specified in the call for the meeting shall be transacted at any meeting of the Lot Owners.

**Section 4. Notice.** The Secretary shall serve notice of all annual and special meetings, either personally or by mail, to each Lot Owner at least 10 days and not more than 30 days before the day set for such meeting. Notice shall include the time, date, place, and agenda of the meeting. If mailed, the notice shall be directed to a Lot Owner at his or her address as it appears on the records of the Association. Such agenda shall include a statement of the general nature of any proposed amendment to the Declaration or Bylaws, any budget proposals or changes, and any proposal to remove an Officer or Board member.

**Section 5. Order of Business.** The order of business at all meetings of the Lot Owners shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reports of Officers.
5. Reports of Committees.
6. Appointment of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Open discussion.

*BM flm*

## **Article II Directors**

**Section 1. Number.** The affairs and business of this Association shall be managed by a Board of five Directors, who need be Lot Owners of record.

**Section 2. How Elected.** At the annual meeting of Lot Owners, the requisite number of persons receiving a majority of the votes cast shall be the Directors and shall constitute the Board of Directors of the ensuing year. No Lot Owner may carry more than 15% of any directed or undirected votes.

**Section 3. Term of Office.** The term of office of each of the Directors shall be three years, and thereafter until his or her successor has been elected. At the annual meetings in 2019 and 2020, two Directors shall be elected each year. At the annual meeting in 2021, one director will be elected. At each annual meeting thereafter, the same election pattern shall be conducted.

**Section 4. Powers and Duties of Directors.** The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, not inconsistent with these Bylaws and the Laws of the State of Missouri, the Articles of Incorporation of this Association, and the aforementioned "Declaration Creating Harborview Homes Association" as may be hereinafter amended.

a. Before adopting, amending, or repealing any rule, the Board shall give the Lot Owners notice of its intentions and shall provide the text of the rule or the proposed change, along with the date on which the Board will act on the proposed rule and amendment. Following adoption, amendment, or repeal of a rule, notice of the action shall be sent to all Lot Owners, along with a copy of the new or revised rule. Such notice may be delivered in person or by mailing to the Lot Owner's last known post office address.

b. Prior to each annual meeting, the Directors shall propose an annual budget. Lot Owners must be given reasonable opportunity to comment on the budget at the annual meeting, and copies of the proposed budget must be made reasonably available. The budget shall be voted on by all Directors present at the meeting, and it shall pass by a majority of the eligible Director votes present at the meeting.

c. The Directors shall have the duty and obligation to determine and cause to be determined and levied the annual assessment as authorized by the said Homes Association Declaration.

d. Any powers, rights and duties of the Association may be delegated to a managing agent under a management contract; PROVIDED, HOWEVER, that no such delegation shall relieve the Association from its obligation to perform any such delegated duty. Any contract entered into by the Association for professional management or other

services shall not exceed a term of three years, which term may be renewed by agreement of the parties for successive three-year terms.

The Board of Directors shall have the power to:

a. Scope. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

b. Employment. Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities.

c. Records and Reports. Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

d. Supervision. Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

e. Assessments. As more fully provided in the Declaration, provide for the levying of assessments against each Lot and take all actions necessary or appropriate to collect the same.

f. Certificates. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Association for the issuance of these certificates.

g. Insurance. Procure and maintain public liability insurance, fire and extended coverage hazard insurance and other insurance on property owned or controlled by the Association and maintain officer's and director's liability insurance, all with such coverage and in such sums as may be deemed appropriate by the Board of Directors.

h. Bonding. Cause property managers, officers or employees having fiscal responsibility to be bonded, as the Board of Directors may deem appropriate.

i. Maintenance. Cause the Common Areas and other areas to be maintained as provided in the Declaration.

j. Committees. Any such committee shall be composed of at least one director and any other individuals as the Board of Directors shall designate. Not all members of a committee need be Directors unless otherwise provided in the Declaration, Articles of Incorporation or by law. A quorum of any committee so designated by the Board of Directors shall not consist of less than one-half of the total number of members appointed to such committee. The Board may designate one or more individuals as

alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

**Section 5. Directors' Meetings.** Regular meetings of the Board of Directors shall be held immediately following the annual meeting of the Lot Owners, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President at any time, and shall be called by the President or the Secretary upon the written request of any Director.

**Section 6. Notice of Meetings.** Notice of meetings, other than the regular annual meetings, shall be given by service upon each Director in person, or by other reasonable method at least 10 days before the date therein designated for such meeting, of a written or printed notice thereof, specifying the time, date, and place of such meeting, and the business to be brought before the meeting, and that no business other than that specified in such notice shall be transacted at any special meeting. Each Lot Owner must also be given notice of such meetings in the manner specified in these Bylaws.

**Section 7. Open Meetings.** All regular and special meetings of the Board of Directors and Committees of the Association must be open to all Lot Owners, except for "Executive Sessions" held during such regular or special meetings. Executive Sessions may be held to consult with the Association's attorney, to discuss existing or potential legal matters, to discuss labor or personnel matters, to discuss contracts, leases, or commercial transactions, or to prevent the public knowledge of any matter in order to protect the privacy of any person. No final votes or actions may be taken during an Executive Session.

**Section 8. Quorum.** At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business; but in the event of a quorum not being present, a less number may adjourn the meeting to some future time, not more than five days later.

**Section 9. Voting.** At all meetings of the Board of Directors, each Director is to have one vote.

**Section 10. Removal and Vacancies.** Any director may be removed from the Board of Directors, with or without cause, by a majority of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

**Section 11. Meetings by Conference Telephone or Similar Communications Equipment.** Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

**Section 12. Action Taken Without a Meeting.** Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

**Section 13. Qualifications.** Each director must be and remain a member or spouse of a member of the Association in good standing in order to be elected and remain as a director.

**Section 14. Compensation.** No director shall receive compensation for the service he or she may render to the Association as a director. However, any director may be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties.

### **Article III Officers**

**Section 1. Number.** The Officers of this Association shall be:

1. President
2. One Vice President
3. Secretary
4. Treasurer

**Section 2. Election.** All Officers of the Association shall be elected annually by the Board of Directors at its meeting held immediately after the meeting of the Lot Owners, and shall hold office for the term of one year or until their successors are duly elected.

**Section 3. Duties of Officers.** The duties and powers of the Officers of the Association shall be as follows:

#### **President**

The President shall preside at all meetings of the Board of Directors and Lot Owners.

He or she shall present at each annual meeting of the Lot Owners and Directors a report of the conditions of the business of the Association.

He or she shall cause to be called regular and special meetings of the Lot Owners and Directors in accordance with these Bylaws.

#### **Vice President**

During the absence and inability of the President to render and perform his or her duties or exercise his or her powers as set forth in these Bylaws or in the acts under which this Association is organized, the same, including the execution of deeds of the

*BM*

Association, shall be performed and exercised by the Vice President, and when so acting, he or she shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the President.

### **Secretary**

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporate seal, if any, of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of Secretary.

### **Treasurer**

The Treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors or usually vested in the office of Treasurer. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

The Board of Directors may delegate certain of the Treasurer's duties to a managing agent.

**Section 4. Bond.** The Treasurer shall, if required by the Board of Directors, give to the Association such security for the faithful discharge of his or her duties as the Board may direct.

**Section 5. Vacancies, How Filled.** All vacancies in any office shall be filled by the Board of Directors without undue delay, at its regular meeting, or at a meeting specifically called for that purpose. Each replacement shall remain in his or her position until the next regularly scheduled election.

**Section 6. Compensation of Officers.** The Officers shall not receive salary or compensation, but may be reimbursed for their reasonable out-of-pocket expenses incurred in the performance of their duties.

**Section 7. Removal of Officers.** These Officers may be removed by a vote of a majority of directors.

## **Article IV**

### **Accounting and Financial Matters**

**Section 1. Fiscal Year.** The Association's fiscal year shall be the calendar year.

**Section 2. Accounting.** The following accounting standards shall be followed unless the Board determines otherwise:

- a. Accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. Accounting and controls should conform to generally accepted accounting principles; and
- c. No remuneration shall be accepted by the managing agent from contractors, or others providing goods or services to the Association, whether in finder's fees, service fees, prizes, gifts, or otherwise; any thing of value regarding Association.

## **Article V**

### **Indemnification**

**Section 1. Indemnification of Directors and Officers.** When a person is sued or prosecuted in a criminal action, either alone or with others, because he or she is or was a Director or Officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or with others, because he or she is or was a Director or Officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Association or by the Association, he or she shall be indemnified for his or her reasonable expenses, including attorney fees incurred in the defense of the proceedings, if both of the following conditions exist:

- a. The person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court.
- b. The court finds that his or her conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assigned against the Association, its receiver, or its trustee, by the court in the same or in a separate proceeding, shall be so much of the expenses, including attorney fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him or her in connection with the defense, and the court may order the fee and expenses to be paid directly to the attorney or other person, although he or she is not a party to the proceeding. Notice of the application for

such indemnity shall be served upon the Association, its receiver, or its trustee, and upon the plaintiff and other parties to the proceedings. The court may order notice to be given also to the Lot Owners in the manner provided in Article I, Section 4 for giving notice of Lot Owners' meetings, in such form as the court directs.

## **Article VI Amendment**

Pursuant to the Articles of Incorporation, these Bylaws may from time to time be altered, amended, repealed, or new Bylaws may be adopted by a two-thirds vote of the Lot Owners of the Association entitled to vote who are present at a meeting at which a quorum is present or by a majority vote of the Board of Directors.

## **Article VII Conflict**

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **Article VIII Notices and Waiver of Notice**

Any notice to Lot Owners given by the Association under any provisions of these Bylaws may be given by a form of electronic transmission (electronic mail or facsimile) consented to by the Lot Owner to whom the notice is given. Any such consent shall be revocable by the Lot Owner upon written notice to the Association. Any such consent shall be deemed revoked if: (1) the Association is unable to deliver by electronic transmission two consecutive notices given by the Association in accordance with the consent, and (2) such inability becomes known to the Association's Secretary or property manager.


Whenever any notice is required to be given under the provisions of the statutes of Missouri, or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Lot Owners, Directors or members of a committee of Directors need be specified in any written waiver of notice unless so required by the Articles of Incorporation or these Bylaws.

\* \* \*

The undersigned Secretary of Harborview Homeowners Association, Inc., a Missouri not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said corporation adopted by vote of Directors of the Association at a meeting on 6-26, 2018.

**HARBORVIEW HOMEOWNERS ASSOCIATION, INC.**

By:   
Printed Name: Bryan MacCist  
Its: President

By:   
Printed Name: Ric Miller  
Its: Secretary

**221 Construction LLC**

1050 W Innovation Dr • Kearney, MO 64060-7968 • Phone: 8162652701

Terry Snyder  
Cell: 8162891749

Job Address:  
405 marina dr  
smithville, MO 64089

**Print Date:** 2-27-2023

## Proposal for Snyder, Terry - Concrete walking path

Thank you for the opportunity to meet with you, review your upcoming project and submit this quote. After careful review of the scope of work needed to complete this project we have assembled the quote below for your review.

Items	Description
<b>Concrete pathway</b>	Concrete pathway 5 feet wide by 250 feet long to be installed in between Lakeview Dr and Woodhaven Dr. Locates for main fiber run preliminary to excavation mandatory. Concrete will be 4 inches thick minimum and 4000 psi. Relief Cuts will match existing previous walking trail at every 12 feet. Must field verify previous to cuts. Excess dirt will be placed in low spots for grading and any left over will be taken south to dump spot specified by Terry Snyder or representative of HOA. Finish grading as well as Seed and straw for disturbed soil included.
<b>Storm sewer install</b>	Rip rap drop structure at entrance as well as exit for erosion protection, and install of 10 inch storm sewer Culvert 20 feet in length to divert water into drainage ditch. Excavation and install will be under pathway and backfill will be compacted to minimum of 2500 psi.

**Total Price: \$40,500.00**

### 221 CONSTRUCTION WORK QUOTE & AGREEMENT

Please Read Carefully

First, thank you for the opportunity to CONTRACT your work!

Second, here is how our company works and the terms of our agreement:

This quote is valid for three business days, after which values may be subject to change.

## FORMS OF PAYMENT

- Cash is accepted as a payment as well as checks, debit/credit cards, money orders, bank wires and cashier's checks.
- Debit/Credit card payments are subject to an additional 4.0% Surcharge above the 'quote' amount of payment.
- Any surcharges on bank wires/transfers will be passed through to you as well.

This 'quote' allows for costs of labor and materials, except where noted. This 'quote' is based on some assumptions and clear definitions of customer's request for services, preferences, and customer communicated specifications, and other requirements necessary to complete your project. Other items specifically noted are at the discretion of 221 Construction and can change the total cost where otherwise not outlined and specified or agreed to beforehand.

Discovering unknowns or (contingencies) will result in additional charges. Notwithstanding, 221 Construction will notify you, the customer, before work is performed on such unanticipated contingencies and you, the customer will need to sign an authorization for such charges or decline that portion of work needing to be performed

## PAYMENTS AND TIMING OF WORK

### ALL DEPOSITS ARE NON-REFUNDABLE UNDER ANY CONDITIONS

Once this agreement is complete and signed by you, the customer, a deposit payment of 50% is made to be placed on the scheduling calendar. Progress payments are to be paid as outlined in this agreement or as work is completed.

Weekly progress meetings are requested for projects lasting for more than 5 business days.

### Representations and Communications Between Customer and 221 Construction

You, the customer, understand and agree that all communications concerning the job status, job changes, pricing, or any other job issues outlined in this Agreement will only be between the (Project Owner/customer) and 221 Construction (job superintendent or principals).

Any modifications to these terms and conditions, to be part of our agreement, must be made in writing as an addendum to this agreement and signed by you and 221 Construction.

221 Construction will not be held liable for any discussions or agreements made between You, the customer, and any other parties, including, but not limited to sub-contractors, or specialty contractors, hired by 221 Construction, our suppliers, other 221 Construction employees, or any other party.

You, the customer, agree not to sub-contract with another party for work to be performed within the scope of this project, as contemplated in this agreement. This includes, but is not limited to, any change orders you make to this project, any unknown contingencies, agreed upon rework, should you wish to contract with another party, contrary to the terms above, you agree to obtain the written approval of 221 Construction prior to contracting with any other party.

221 Construction will not be responsible for any costs, bills, charges, debts, invoices, or other encumbrances incurred in, on or for this job by anyone other than 221 Construction or its immediate authorized employees. In the unlikely event that 221 Construction approves of your

contracting with another party for work performed within the scope of this agreement, you will be responsible for all costs incurred and payments to said contractor.

Again, you, the owner shall be solely responsible to pay any and all subcontractors for work performed at owner's direction without the written authority of 221 Construction, and owner shall indemnify, defend, and hold 221 Construction harmless from loss or liability which results from claims or any subcontractors or others arising from the performance of such work.

If You, the owner enters into such side agreement, without the expressed written agreement of 221 Construction, You, the owner agree to pay 221 Construction 30% of the cost of such work, prior to the job moving forward from the start date of that work.

#### WORK CHANGE ORDERS

Without invalidating this agreement, Owner may order extra work or change the existing Contract using a Work Change Order. Change orders are made any time you, the customer change your mind about what you want with respect to the work to be performed.

A change may consist of additions, deletions, or modifications to the original contract work, the contracted sum and the contracted time being adjusted accordingly, providing the document is mutually agreed to and signed by both you, the customer, and 221 Construction. Such modifications to the original agreement, or subsequent modified contracts or work change orders may only occur with a signed work change order. This change of work order may change the job completion date.

Only one (1) signature from each respective party to this agreement shall be necessary to execute the change order.

Examples of work change orders include, but are not limited to:

- Additional work, not originally contemplated in the original 'quote' such as adding a remodel of a bathroom, when only a kitchen remodel was agreed to in the original agreement.
- Anything modifying the original project design such as changing window/door dimensions – resulting in additional design work.
- Anything changing the agreed upon materials to be used – these could include changes in countertop materials, types of flooring, or even colors of paint.

You, the owner(s) understand(s) a design/estimating and coordination fee of \$100 per hour will be incurred on the design, drafting and pricing of the change order, or additional work, whether the change is elected or not by the Owner(s).

221 Construction will not be liable for any changes made without a completed and signed change work order. 221 will not be liable for any agreements made between the owner and any party(s) other than 221 Construction.

Work change orders are beyond the work scope of this agreement and will result in additional charges to your project. The extra work change order amount is due AND MUST BE PAID IN FULL IN ADVANCE OF WORK CONTINUING once you, the homeowner, sign your approval or declines the work change order. THERE IS NO RETAINAGE ON EXTRA WORK ORDERS OR WORK CHANGE ORDERS.

You, the customer, agree that changes in work scope are automatically a \$500 (USD) minimum for each change in work. Work will stop after one day of non-payment for work completed, including work change orders and contracted work.

#### PUNCH LISTS

Within one working day prior to the completion of this job, 221 Construction and you, the owner will jointly walk through the entire project and assemble a 'Punch List' of the remaining items of work to be completed as outlined in the original Contract and any subsequent work change orders agreed to between the Us to the agreement.

This 'punch list' will be a single document that will contain any and all items that 221 Construction and you, the customer, agree need to be done to fulfill the conditions of this project/agreement.

When 221 Construction has completed each item, Owner will initial those items on the 'punch list'; you are agreeing that they have been satisfactorily completed. When the terms of the original agreement, along with all work change orders and the final 'punch list' have been completed, this job will be complete, and the final payment will be due and payable on that day.

Any additional items that you, the customer, may find after the 'punch list' has been completed will be dealt with only after the final payment and retainage has been received by 221 Construction and this job has been declared completed and the job has moved to warranty coverage stage. PAID FOR work has a one (1) year labor warranty.

If you, Owner(s), fail(s) to make themselves(s) available to compile the 'punch list' as outlined above, Owner accepts the 'punch list' that 221 Construction will assemble prior to the completion of this job, and will comply with the balance of the process for completing the project.

If you, the owner fails/refuse to sign off on the completed 'punch list' items without due cause and agreement from 221 Construction, then you, the owner, will be in default of this agreement.

221 Construction and you, the owner will agree to, and specify any deficiencies or delays regarding the 'punch list' and' and payment for those items on a work change order on or before the completion date for your project. Any retainage for work to be completed will not exceed 221Construction's cost plus 10% of said cost.

#### IMAGING RELEASE

All audio, video & photos of contracted projects and you, the customer, that are acquired during the work process are released to 221 Construction and permission is granted to use in any way to perpetuate the business marketing and advertising for 221 Construction LLC. No Royalties or restrictions are implied or perpetuated. All rights to Images, Recordings Audio or Video are included in our release agreement. 221 Construction has all rights to said media.

#### PETS

You, the owner, understand and agree that any and all animals that may inflict injury on 221 Construction staff or 221 subcontractors or specialty contractors will be kept out of all work areas and all storage areas for the duration of this job. You, the owner, will provide access to all work and storage areas from 7:30 am to 5:30 pm, Monday through Saturday, for the duration of the project.

If at any time access to the work or storage areas is not available to 221 Construction crews, subcontractors or specialty contractors due to the presence of potential harm from the Owners pet(s), or any other reason, you, the owner, agrees to reimburse 221 Construction or 221 sub or specialty contractors for expenses incurred for travel and lost time at the rate of \$50 per man-hour lost, and \$1.50 US per mile per vehicle.

You, the owner, also understand and agree that 221 Construction employees and 221 sub or specialty contractors will not be responsible for any pet(s) leaving the home due to doors, windows, gates, or other openings in the home being left open due to work in progress.

#### SUPERVISION OF WORK

We, 221 Construction is solely responsible for securing all labor, materials, subcontractor work and other related items included in our agreement, and for scheduling, construction techniques and procedures, and the coordination of all trades and sequences hereunder.

You, the owner, owner's agents, or any other parties, are prohibited from directing, or attempting to direct in any way, the progress of the work. They are also prohibited from securing labor, materials, sub-contractors, or other items that substitute or supplant those included herein unless specifically authorized in writing by 221 Construction. Any questions, problems, or requests for changes of work will be directed solely to the 221 Construction job superintendent or project manager.

In addition, you, the owner will be solely responsible for all costs resulting from delays or interference on the part of the owner, owner's agents, or owner-solicited/contracted subcontractors working on this job. All resulting corrective work, including labor, materials, subcontract or any other costs and construction lines resulting from that work will be the sole responsibility of the Owner at the rate of cost plus 10%.

You, the owner(s) understand(s) and agree(s) not to affect any aide arrangements or separate contracts with any of the employees, vendors, or subcontractors performing work on this job, except as provided by 221 Construction pursuant to the terms of this agreement. Any such agreement must be approved by 221 Construction prior to such agreement or contract, in writing, and the Owner(s) may not hold 221 Construction responsible for the quality of the workmanship and materials utilized by these persons. You, the owner(s) will also be responsible for any delay caused using outside contractors or other persons.

The owner has read, understands, and agrees with the total payment schedule as shown at the end of this agreement. The owner will pay 221 Construction the initial down payment, progress payments, and the final payment, as per this agreement and without retention. Final payment of the entire Contract price is due on the day of 'SUBSTANTIAL COMPLETION' of the work and/ or on the issuance of the 'CERTIFICATE OF Occupancy' or by use of the Owner.

If net amount due on a progress payment is not paid by the Monday of the week following the due date, 221 Construction reserves the right to stop work until the progress payment has been made, increased by a reasonable sum for the costs of shutdown, delays incurred, and startup.

221 Construction reserves the right to terminate this agreement altogether if work is stopped for ten (10) continuous calendar days due to the failure of the Owner to make prompt progress payments. 221 Construction further reserves the right to recover payment for all work executed and losses from delays or stoppage of the work, including reasonable overhead, profit and damages. In no case will 221 Construction be entitled to less than their total expenses plus an additional sum of 40% of the total expenses incurred. 221 Construction is indemnified from any and all special, indirect, or consequential damages associated with and resulting from work shutdown or termination of this agreement.

Upon shutdown or termination of this agreement, any amounts on deposit, or a retainer or otherwise deemed 'unearned' will be immediately considered 'earned' and/or be retained by 221 Construction for 1) costs incurred to date, 2) fees, and reasonable markup(s), 3) liquidating damages. To 'resume' work after an agreement is terminated, a new agreement will be required to be executed along with a new deposit (down payment) for the new project.

Payments not made within fifteen (15) days of the due date are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is more, until paid.

You, the owner, shall pay all reasonable costs incurred by 221 Construction in the collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether a suit or legal action is instituted.

#### BOUNCED CHECKS

You, the owner understand and agree that any check or other medium of payment presented to 221 Construction by the owner, or owner's agent, that is returned to 221 Construction for insufficient funds, or any other reason that delays the deposit by 221 Construction of the monies due as outlined below in the payment schedule for this project, contemplated by this agreement, will incur an additional charge of \$35.00, plus any and all fees assessed by the bank or other institution handling these monies, and any and all other resultant charges, fees, or late fees, regardless of the reason or the extent of those charges or fees.

#### CUSTOMER SUPPLIED MATERIALS

Should you, the customer provide any materials for your project, this agreement constitutes a release of any and all liability and warranty of 221 Construction has with respect to said customer provided materials. 221 Construction makes no warranty as to the quality, usefulness, or useful life

of such materials, nor do they include any warranty as to the use of said materials in the project contemplated. Any additional costs, or rework resulting from defective materials will be added costs to the project, and charged accordingly, to you, the customer.

You, the owner warrant that all materials supplied by you, the owner will be of new and standard quality, free of defects and may be installed or applied according to the RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES (current edition), as published by the NAHB, and in a time frame consistent with normal installations for these materials.

You, the owner, agrees to have all materials on the job site at least three working days prior to installation date by 221 Construction or sub-contractors or specialty contractors. 221 Construction will give you, the owner, at least five working days' notice of installation date. All unused materials furnished by you, the owner shall remain the property of the owner, and all materials delivered to the job address shall be safely stored by the owner.

In some circumstances, you, the owner may require that materials supplied by you be stored in 221 Construction's warehouse facility. You may have your materials stored free of charge for up to 30 days. If your materials are stored in our facility beyond 30 days, you will be charged monthly storage rent in the amount of \$100 per pallet space (roughly) 42"x48"x48" (a typical storage bin in a standard warehouse).

If you, the owner fail to have the necessary materials on the job site as outlined above, you, the owner agree that 221 Construction may purchase similar materials in an effort to avoid delays, or project shutdowns, and the owner will reimburse 221 Construction the cost of the materials plus 20% and travel time to and from the job site to the place of purchase at the rate of \$100 per man hour and \$1.50 per mile for vehicle used to pick up the necessary materials at the next progress payment or final payment whichever comes first.

You, the owner, understand and agree to be present or have a representative present when any materials supplied by you, the owner, for use on this project are unpacked by 221 Construction. The owner or representative will inspect those materials for completeness of your order and for any damage or for any other defects. If owner is not present when these materials are unpacked, owner waives any and all claims against 221 Construction for any damaged or missing materials and will hold 221 Construction harmless against any claims for damaged or missing materials by the owner or the owner's representative.

You, the owner understand and agree that damage done to any of 221Construction's or subcontractors' tools or equipment because of any foreign object within owner supplied materials, i.e., nails, bolts, screws or other metal or very hard objects, regardless of the reason, it will be the owner's responsibility to replace (NOT REPAIR) that damaged tool or piece of equipment. Replacement of the tool or equipment will be within 24 hours of the time of damage.

You, the owner further understands and agrees that 221 Construction's only guarantee regarding the materials to be supplied by the owner is that they will be installed consistent with the RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES, current edition, as published by the NAHB. No other guarantees of any kind are expressed, implied or included in this agreement.

You, the owner, understand and agree that as the supplier of material, you must assume full responsibility and liability for assuring that the products meet all applicable codes and ordinances.

Any resultant damage to any other part of the structure in contract with or adjacent to the materials supplied by you and installed by 221 Construction, because of failure of those materials supplied by the owner, are the owner's sole responsibility for repair or replacement. 221 Construction's liability will be for the labor only if it is determined by a neutral third party that the owner's materials were installed incorrectly by 221 Construction thus causing the damage to the project.

This construction agreement is entered into on this day, by 221 Construction LLC, hereinafter called Contractor or 221 and the party(s) signing below, hereinafter called Owner/Customer. The above specifications, conditions, and job material selection sheets are satisfactory and are hereby accepted by the owner/customer. 221 Construction is hereby authorized to purchase materials and proceed with this job as specified in this proposal. 221 Construction shall furnish all labor and materials to do the work described in the above specifications and Owner agrees to pay 221 Construction as follows:

TOTAL CONTRACT PRICE ..... \$

DOWN PAYMENT ..... \$

PROGRESS PAYMENT ..... \$

PROGRESS PAYMENT ..... \$

PROGRESS PAYMENT ..... \$

CASH DUE ON DAY OF ISSUE OF  
CERTIFICATE OF OCCUPANCY  
AND SUBSTANTIAL COMPLETION  
OF THIS JOB ..... \$

ATTENTION: 221 Construction will do only that work which is written in the above specifications for the above agreed on amount. The terms and conditions as stated are part of this Agreement. This agreement is subject to 221 Construction LLC's office approval, which approval is evidenced by the execution herein.

You, the customer, may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
(Owner's Signature) (Date)

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
(221 Authorized Representative Signature) (Date)

Owner acknowledges receipt of a copy of this Contract, and that they have read, understood and agree with the terms of this agreement and the payment schedule for this job.

**Approval Deadline:** Apr 30, 2023

I confirm that my action here represents my electronic signature and is binding.

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

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

**Print Name:** \_\_\_\_\_

Prepared for

**Harborview HOA Terry Snyder**

405 Marina Drive, Smithville, MO 64089

816-289-1749

snyderhhoa@outlook.com

Provided by

**Heartland Fence & Concrete Company, LLC**

605 SW US HWY 40 #110, BLUE SPRINGS, MO 64014

816-287-1897

sales@HeartlandFenceandConcreteCompany.com

License no. 3835

Sent by

**Marie Fitts**

816-905-2432

marie@heartlandfenceandconcretecompany.com

Quote #43

Sent on 02/22/2023

Scope of work

approach access on existing 10' wide trail and proposed new 5' wide trail  
ADA

Products and services

approach		
approach access on existing 10' wide trail and proposed new 5' wide trail ADA		
Quantity	Unit Price	Total
2	\$2,500.00	\$5,000.00

Line item totals **\$5,000.00**

Total Price **\$5,000.00**

Offer good until: 03/01/2023

Prepared for

**Harborview HOA Terry Snyder**

405 Marina Drive, Smithville, MO 64089

816-289-1749

snyderhhoa@outlook.com

Personal note

Thank you for meeting with me. We appreciate your interest in Heartland Fence & Concrete Company. We look forward to your Boards review of our proposal.

Provided by

**Heartland Fence & Concrete Company, LLC**

605 SW US HWY 40 #110, BLUE SPRINGS, MO 64014

816-287-1897

sales@HeartlandFenceandConcreteCompany.com

License no. 3835

Sent by

**Marie Fitts**

816-905-2432

marie@heartlandfenceandconcretecompany.com

Quote #42

Sent on 02/22/2023

## Scope of work

248 Linear feet of 5' wide trail path connecting to existing sidewalk to each end.

### Project specification

ADA blended transition (each end where slope ramps up to sidewalk) 1:12-1:20 over 30' of running slope at each end

4000PSI concrete mix

1/2" rebar 24" on center

brushed finish

expansion jointing every 10'

(1) 8" culvert for drainage

organic material removed will be places in low areas and regraded

Job photos (click photo to see full image)





#### Products and services

##### Trail for Green-Space

248 Linear feet of 5' wide trail path connecting to existing sidewalk to each end.

Project specification

ADA blended transition (each end where slope ramps up to sidewalk) 1:12-1:20 over 30' of running slope at each end

4000PSI concrete mix

1/2" rebar 24" on center

brushed finish

expansion jointing every 10'

(1) 8" culvert for drainage

organic material removed will be places in low areas and regraded

Quantity	Unit Price	Total
1	\$13,750.00	\$13,750.00

Line item totals

**\$13,750.00**



## Alliance Association Bank

Alliance Association Bank, a division of Western Alliance Bank.  
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HARBOR VIEW HOMEOWNERS ASSOCIATION, INC.  
C/O COMMUNITY ASSOCIATION MANAGEMENT  
OPERATING  
5000 W 95TH ST SUITE 280  
PRAIRIE VILLAGE KS 66207-3377

Last statement: December 31, 2022  
This statement: January 31, 2023  
Total days in statement period: 31

Page 1  
XXXXXX5635  
( 5)

Direct inquiries to:  
888-734-4567

Alliance Association Bank  
3033 W Ray Road, Ste 200  
Chandler AZ 85226

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**THANK YOU FOR BANKING WITH US!**

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### AAB Community Checking

Account number	XXXXXX5635	Beginning balance	\$32,912.50
Enclosures	5	Total additions	55,969.52
Low balance	\$32,912.50	Total subtractions	3,731.63
Average balance	\$61,005.42	Ending balance	\$85,150.39
Avg collected balance	\$59,783		

#### CHECKS

Number	Date	Amount	Number	Date	Amount
100068	01-18	300.00	100075 *	01-26	163.54
100071 *	01-13	260.80	* Skip in check sequence		

#### DEBITS

Date	Description	Subtractions
01-04	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100070*2301 03*Community Association Manageme\103874053\52930642\1	95.00
01-09	' ACH Debit ATT Payment 230108	108.71
01-17	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100072*2301 13*Clay County Public Health Cent\104805043\53828155\1	350.00
01-17	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100073*2301 13*Community Association Manageme\104805052\53828161\1	1,248.58

HARBOR VIEW HOMEOWNERS ASSOCIATION, INC.  
January 31, 2023

Page 2  
XXXXXX5635

Date	Description	Subtractions
01-18	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100074*2301 17*Community Association Manageme\104946170\53946213\1	8.00
01-19	Miscellaneous Debit EPAY 34133640	250.00
01-19	' Service Charge EPAY RETURN FEE	10.00
01-23	Miscellaneous Debit EPAY 34173235	252.00
01-23	' Service Charge EPAY RETURN FEE	10.00
01-31	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100076*2301 30*Community Association Manageme\105982209\54907931\1	675.00

CREDITS

Date	Description	Additions
01-03	' Lockbox Deposit	4,783.59
01-04	' Lockbox Deposit	1,764.00
01-05	' Lockbox Deposit	2,016.00
01-06	' Lockbox Deposit	756.00
01-09	' Lockbox Deposit	7,808.77
01-10	' Lockbox Deposit	2,520.00
01-11	' Lockbox Deposit	2,375.00
01-12	' Lockbox Deposit	1,005.00
01-13	' Lockbox Deposit	2,520.00
01-17	' Lockbox Deposit	8,283.84
01-18	' Lockbox Deposit	5,036.78
01-19	' Lockbox Deposit	2,012.39
01-20	' Lockbox Deposit	1,512.00
01-23	' Lockbox Deposit	1,762.39
01-24	' Lockbox Deposit	744.00
01-25	' Lockbox Deposit	753.02
01-26	' Lockbox Deposit	2,772.00
01-27	' Lockbox Deposit	1,989.00
01-30	' Lockbox Deposit	3,286.39
01-31	' Lockbox Deposit	2,268.08
01-31	' Interest Credit	1.27

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
12-31	32,912.50	01-06	42,137.09	01-12	55,737.15
01-03	37,696.09	01-09	49,837.15	01-13	57,996.35
01-04	39,365.09	01-10	52,357.15	01-17	64,681.61
01-05	41,381.09	01-11	54,732.15	01-18	69,410.39

HARBOR VIEW HOMEOWNERS ASSOCIATION, INC.  
January 31, 2023

Page 3  
XXXXXX5635

Date	Amount	Date	Amount	Date	Amount
01-19	71,162.78	01-24	74,919.17	01-27	80,269.65
01-20	72,674.78	01-25	75,672.19	01-30	83,556.04
01-23	74,175.17	01-26	78,280.65	01-31	85,150.39

**INTEREST INFORMATION**

Annual percentage yield earned	0.03%
Interest-bearing days	31
Average balance for APY	\$59,783.87
Interest earned	\$1.27

**OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

*Thank you for banking with Alliance Association Bank*

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

Harborview HOA (Terry Snyder)  
214 Lakeview Dr  
Smithville, MO 64089  
(816) 289-1749  
newharborviewbod@gmail.com

Dear Harborview HOA (Terry Snyder),

Thank you for the opportunity to submit the following quotation. Listed below is a complete breakdown of the scope of work.

**Scope of Work****Concrete ( ) - \$11,380**

- Excavate and remove soil that is not needed
- Frame for concrete slabs
- Install base rock and compact
- Install rebar (2' Centers)  
Install 2 8" or bigger drain pipes
- Pour concrete into the mold (4" thick - 4000 PSI)
- Screed the top of the concrete
- Float concrete surface to compact
- Concrete will be sloped
- Broom finish concrete
- Seal all concrete upon completion
- Install topsoil on the edges of all new concrete
- All excess soil will be relocated in the neighborhood
- Haul away and disposal of all materials

Dimensions: 5'x250'

**\*THIS ESTIMATE DOES NOT INCLUDE LAWN REPAIR UNLESS THERE IS A LINE ITEM "SOD" OR "HYDROSEED". IF REQUESTED, A QUOTE CAN BE GIVEN FOR THE NECESSARY LAWN REPAIR NEEDED AFTER THE PROJECT IS COMPLETED, AND PAID IN FULL\***

**Total Investment - \$11,380****PROGRESS PAYMENTS - Please Make all Payments out to 'Top Blade KC, LLC'**

- 10% or \$1,000 with signed contract - \$1,000
- Final Payment upon Completion - \$

Payment Methods - Cash/Check/(Credit Card 3.5% Fee) or Financing Available!

Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**\*Start Dates are only valid on the day the contract is written. Start and finish dates may be affected if the contract is not signed on the written date.**

Start Date : 2023

End Date: 2023

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**General Contract Terms:**

1. Both parties are entitled to fill out the agreement below, signed by the homeowner and the contractor.
2. By signing, the homeowner agrees to everything in the proposal.
3. If it is not stated in the proposal, it is not included.
4. If Top Blade KC Lawn Care & Landscape has to "Redo", "Take up", "Replace" any items after they are installed, the homeowner may be charged an additional fee unless installed incorrectly by Top Blade KC Lawn Care & Landscape. (Example: Rock type is changed after installed on site and Top Blade KC Lawn Care & Landscape has to replace it, a fee will be applied)
5. Top Blade KC Lawn Care & Landscape will do their best to keep tools, equipment, trucks, trailers and materials organized on your jobsite. Daily clean-ups will be performed to keep things looking presentable.
6. The estimated "end date" is not a guarantee and will depend on weather, productivity, material availability etc.
7. After the installation of a landscape project, it is the homeowner's responsibility to maintain all living items such as trees, shrubs, annuals, perennials, and grass as well as any maintenance on hardscaping.
8. Any changes in contract must be in writing and signed. Payment terms do not apply to change orders. If change order is needed, the homeowner pays Top Blade KC Lawn Care & Landscape that day or next
9. Permit, city costs, or HOA design-approval cost is paid for by the homeowner unless Top Blade KC Lawn Care & Landscape mentions on the contract they will cover one of the items.
10. After the contract is signed, if the client decides to cancel after the 3 day period deposit is not refundable
11. In the event of a legal fee, the prevailing party is responsible for legal fees.
12. The deposit is non-refundable unless the contract is canceled or delayed by Top Blade KC Lawn Care & Landscape.
13. Concrete has No warranty on cracking, chipping, breaking, color loss, efflorescence or any salt in the water of any kind.
14. Top Blade KC Lawn Care & Landscape may charge extra if any other contractor, or person delays, destroys or interferes with workflow or items already installed.
15. If soils are tested and a soil change is needed, this is considered "out of contract" and will be an additional fee-to be paid by the Homeowner.
16. Top Blade KC Lawn Care & Landscape is not responsible for debris or trash from other contractors.
17. Top Blade KC Lawn Care & Landscape is not responsible for the old irrigation system that is already in place.
18. Construction work and equipment is dangerous to be around. Please take caution when around any construction materials, equipment, employees or any other construction-related items. Please note: you are always entering "at your own risk" when you enter a construction site.
19. A professional company should be hired to maintain and fertilize any vegetation.
20. Any change orders above \$3000 that are made after the contract is will be charged with a \$500 fee in addition to the cost of the new materials, additional labor for installation, and any demo that may be necessary to meet the new requirements.
21. Top Blade KC Lawn Care & Landscape is not responsible for existing concrete that is on driveway or walkways. Cracks, chips, breaks and tire marks are to be expected if work is being done and driveway is to be used to stage material. We will be careful and wash tire marks and dirt upon completion.

**Materials:**

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

1. Materials that are being delivered on site (Such as: mulch, rock, sand, gravel, soil, sod and plants) will be delivered at various times throughout the project. We will do our best to manage and schedule these deliveries so as not to impact necessary access such as: driveways and sidewalks.
2. If more materials are needed then what is stated in the contract, the section will be re-measured and you will be charged accordingly for the additional material needed.
3. All excess or unused materials are the possession of Top Blade KC Lawn Care & Landscape . When doing projects, we are required to order material in full-pallet quantities. The homeowner is only paying for the amount/ sq ft listed in the contract.
4. For all materials that need to be returned -denied for installation by customer- restocking fees will be issued to the Homeowner as well as the cost of additional labor to return items. This does not apply in the event that excess materials are returned by Top Blade KC Lawn Care & Landscape after project completion.

**Warranties:**

1. 3.1 Top Blade KC Lawn Care & Landscape is not responsible for any weeds after installation. Weed block fabric is not a guarantee.
2. **Top Blade KC Lawn Care & Landscape does NOT warranty poured-in-place concrete,** reflective cracks, chipping or any other damage caused by settling or other circumstances beyond our control. Concrete will always crack. It's not if but when. There is no guarantee for any type of concrete work. Homeowners assume risks of cracks, chips and discoloration
3. Exact color replication for concrete is not warranted. Slight variations in color may also occur due to weather conditions or projects requiring multiple pours.
4. Top Blade KC Lawn Care & Landscape offers a limited 1-year warranty on all paved areas with pavers. This warranty covers settling, cracking and manufacturing defects. The following items will not be covered in this warranty: circumstantial damage inflicted by homeowner/ third party or natural causes (floods, fires, hurricanes, tornadoes etc). Small chips and polymeric sand is not warranted.
5. Top Blade KC Lawn Care & Landscape offers a 1-year warranty on retaining wall installation services. This warranty covers settling, cracking and manufacturing defects. The following items will not be covered in this warranty: circumstantial damage inflicted by homeowner/people or natural causes (floods, fires, hurricanes, tornadoes etc). Warranty does not cover settling if proper drainage isn't installed. Small chips in blocks are not warranted.
6. Additional rock or mulch that is needed is not covered in warranty and will be charged to the clients
7. Warranty is not valid until final payment is made.
8. Efflorescence on pavers, concrete, retaining walls, bricks or any type of surface will not be covered in warranty.
9. Plant Warranty: Plants are not warranted unless otherwise specified in contract

**Payments:**

1. Price Is Valid For 30 days from when the contract was sent. After this time, the contract will need to be reevaluated and re-sent by Top Blade KC Lawn Care & Landscape before moving forward.
2. If the project is not paid in full within one week (7 days) of project completion, a fee of \$200 per additional day will be charged to the Homeowner until the final payment has been made.

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

3. Payment methods for this project include: check or cash or credit card (Credit card has a 3% processing fee)
4. Final payment is due on completion of the original contract not including warranty work OR change orders.
5. Client understands that progress payments indicate that client is content with progress of work

**Unforeseen Items:**

1. If unforeseen items are needed to complete the project, a change-order will be created and sent via email or confirmation through text message or video. Work in the change-order will not be started until change-order has been signed and approved by both parties.
2. We will have a location service mark for all utilities before the project is started. Please do your best not to disturb these markings since they are important.
3. If any utility lines are hit during the excavation, demo or installation process, due to incorrectly marked lines, Top Blade KC Lawn Care & Landscape will not be held liable. If this does occur, an agreement will be made between Top Blade KC Lawn Care & Landscape and the homeowner to resolve the issue. Utility lines included are gas and electric. Comcast/Spectrum/Google Fiber/AT&T and any other internet and T.V. service provider is not included
4. Any unknown objects encountered underground or aboveground, or circumstances that may stop or delay work will be considered additional work and are not covered under the original contract. Examples include, but are not limited to; boulders, large roots, construction footings, stumps, utilities, groundwater springs, etc. Additional work will be billed to the homeowner on a time and material basis.
5. Top Blade KC Lawn Care & Landscape will not be held liable for any damage caused by natural forces: cracked sprinklers, freeze and thaw, erosion, animals or anything beyond our control.
6. When back-filling or demoing materials, there is no guarantee items won't settle over the years.
7. Homeowner is responsible for the marking of all non-public utilities (i.e. irrigation, invisible fencing, satellite lines, etc.) before work commences - assumes responsibility for any damages caused by unmarked lines
8. It is the responsibility of the property owner to mark property lines prior to the start of work. Top Blade KC Lawn Care & Landscape accepts no responsibility or liability for incorrectly marked property lines or errors in survey. If access through a neighboring property is required, it is the responsibility of the homeowner to obtain
9. When providing concrete demo, the agreed-upon price assumes the concrete is a standard 4-6" thick with rebar spaced no closer than 16" and rebar size no greater than 1/2".

Top Blade KC \_\_\_\_\_

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

Signature \_\_\_\_\_

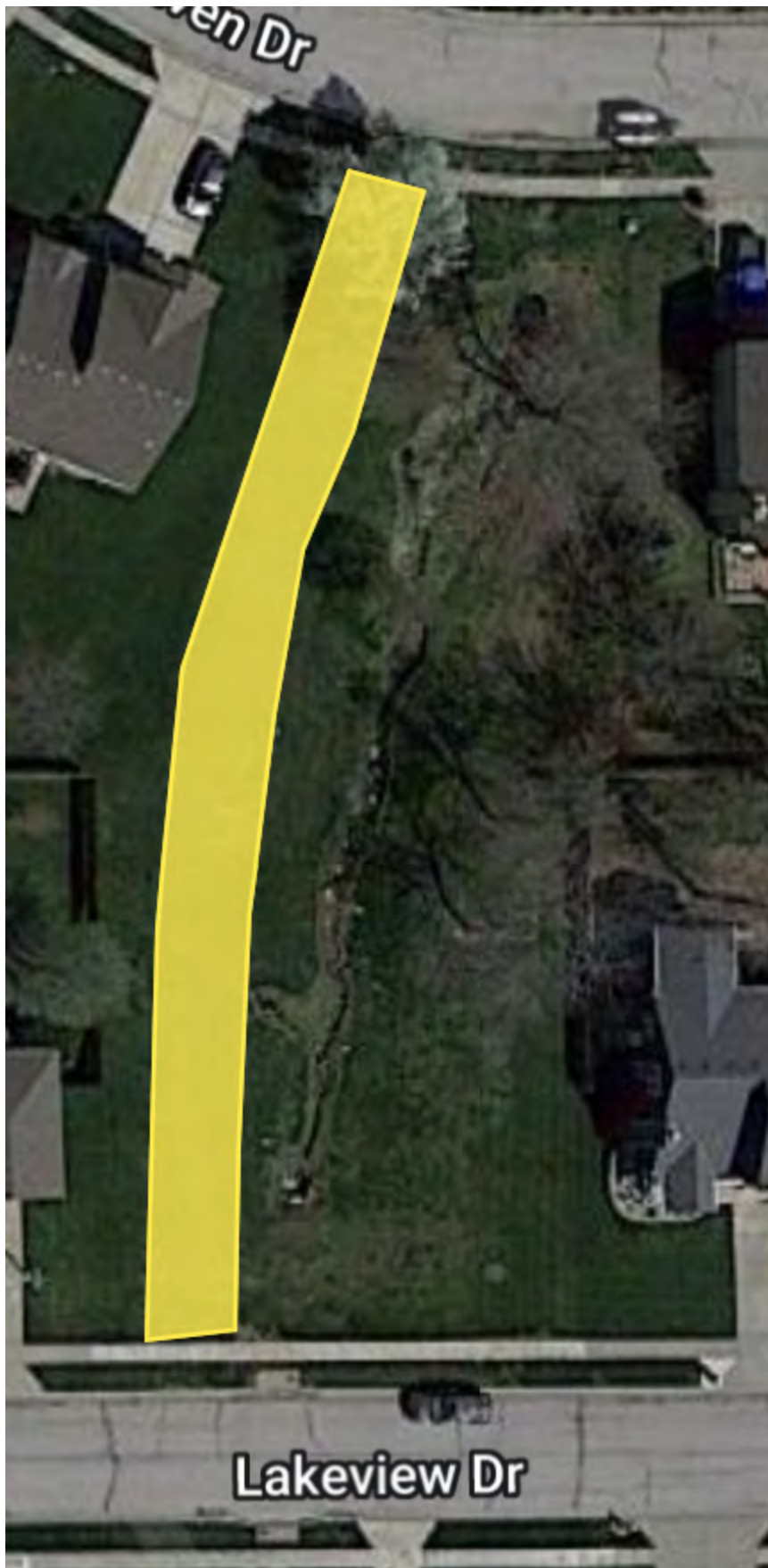
Homeowner \_\_\_\_\_

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

Signature \_\_\_\_\_

Diagram shown below

\*Not drawn to scale\*



## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

Harborview HOA (Terry Snyder)  
214 Lakeview Dr  
Smithville, MO 64089  
(816) 289-1749  
newharborviewbod@gmail.com

Dear Harborview HOA (Terry Snyder),

Thank you for the opportunity to submit the following quotation. Listed below is a complete breakdown of the scope of work.

**Scope of Work****Concrete ADA Entrance ( ) - \$5,522**

- Excavate and remove soil that is not needed
- Frame for concrete slabs
- Install base rock and compact
- Install rebar (2' Centers)
- Install [ADA Detectable Warning Surface](#)
- Pour concrete into the mold (4" thick - 4000 PSI)
- Screed the top of the concrete
- Float concrete surface to compact
- Concrete will be sloped
- Broom finish concrete
- Seal all concrete upon completion
- Install topsoil on the edges of all new concrete
- All excess soil will be relocated in the neighborhood
- Haul away and disposal of all materials

Dimensions: 5'x7'; 7'x10'

**\*THIS ESTIMATE DOES NOT INCLUDE LAWN REPAIR UNLESS THERE IS A LINE ITEM "SOD" OR "HYDROSEED". IF REQUESTED, A QUOTE CAN BE GIVEN FOR THE NECESSARY LAWN REPAIR NEEDED AFTER THE PROJECT IS COMPLETED, AND PAID IN FULL\***

**Total Investment - \$5,522****PROGRESS PAYMENTS - Please Make all Payments out to 'Top Blade KC. LLC'**

- \$1,000 with signed contract - \$1,000
- Final Payment upon Completion - \$TBD

Payment Methods - Cash/Check/(Credit Card 3.5% Fee) or Financing Available!

Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**\*Start Dates are only valid on the day the contract is written. Start and finish dates may be affected if the contract is not signed on the written date.**

Start Date : 2023

End Date: 2023

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

**General Contract Terms:**

1. Both parties are entitled to fill out the agreement below, signed by the homeowner and the contractor.
2. By signing, the homeowner agrees to everything in the proposal.
3. If it is not stated in the proposal, it is not included.
4. If Top Blade KC Lawn Care & Landscape has to "Redo", "Take up", "Replace" any items after they are installed, the homeowner may be charged an additional fee unless installed incorrectly by Top Blade KC Lawn Care & Landscape. (Example: Rock type is changed after installed on site and Top Blade KC Lawn Care & Landscape has to replace it, a fee will be applied)
5. Top Blade KC Lawn Care & Landscape will do their best to keep tools, equipment, trucks, trailers and materials organized on your jobsite. Daily clean-ups will be performed to keep things looking presentable.
6. The estimated "end date" is not a guarantee and will depend on weather, productivity, material availability etc.
7. After the installation of a landscape project, it is the homeowner's responsibility to maintain all living items such as trees, shrubs, annuals, perennials, and grass as well as any maintenance on hardscaping.
8. Any changes in contract must be in writing and signed. Payment terms do not apply to change orders. If change order is needed, the homeowner pays Top Blade KC Lawn Care & Landscape that day or next
9. Permit, city costs, or HOA design-approval cost is paid for by the homeowner unless Top Blade KC Lawn Care & Landscape mentions on the contract they will cover one of the items.
10. After the contract is signed, if the client decides to cancel after the 3 day period deposit is not refundable
11. In the event of a legal fee, the prevailing party is responsible for legal fees.
12. The deposit is non-refundable unless the contract is canceled or delayed by Top Blade KC Lawn Care & Landscape.
13. Concrete has No warranty on cracking, chipping, breaking, color loss, efflorescence or any salt in the water of any kind.
14. Top Blade KC Lawn Care & Landscape may charge extra if any other contractor, or person delays, destroys or interferes with workflow or items already installed.
15. If soils are tested and a soil change is needed, this is considered "out of contract" and will be an additional fee-to be paid by the Homeowner.
16. Top Blade KC Lawn Care & Landscape is not responsible for debris or trash from other contractors.
17. Top Blade KC Lawn Care & Landscape is not responsible for the old irrigation system that is already in place.
18. Construction work and equipment is dangerous to be around. Please take caution when around any construction materials, equipment, employees or any other construction-related items. Please note: you are always entering "at your own risk" when you enter a construction site.
19. A professional company should be hired to maintain and fertilize any vegetation.
20. Any change orders above \$3000 that are made after the contract is will be charged with a \$500 fee in addition to the cost of the new materials, additional labor for installation, and any demo that may be necessary to meet the new requirements.
21. Top Blade KC Lawn Care & Landscape is not responsible for existing concrete that is on driveway or walkways. Cracks, chips, breaks and tire marks are to be expected if work is being done and driveway is to be used to stage material. We will be careful and wash tire marks and dirt upon completion.

**Materials:**

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

1. Materials that are being delivered on site (Such as: mulch, rock, sand, gravel, soil, sod and plants) will be delivered at various times throughout the project. We will do our best to manage and schedule these deliveries so as not to impact necessary access such as: driveways and sidewalks.
2. If more materials are needed then what is stated in the contract, the section will be re-measured and you will be charged accordingly for the additional material needed.
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**Warranties:**

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2. **Top Blade KC Lawn Care & Landscape does NOT warranty poured-in-place concrete,** reflective cracks, chipping or any other damage caused by settling or other circumstances beyond our control. Concrete will always crack. It's not if but when. There is no guarantee for any type of concrete work. Homeowners assume risks of cracks, chips and discoloration
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5. Top Blade KC Lawn Care & Landscape offers a 1-year warranty on retaining wall installation services. This warranty covers settling, cracking and manufacturing defects. The following items will not be covered in this warranty: circumstantial damage inflicted by homeowner/people or natural causes (floods, fires, hurricanes, tornadoes etc). Warranty does not cover settling if proper drainage isn't installed. Small chips in blocks are not warranted.
6. Additional rock or mulch that is needed is not covered in warranty and will be charged to the clients
7. Warranty is not valid until final payment is made.
8. Efflorescence on pavers, concrete, retaining walls, bricks or any type of surface will not be covered in warranty.
9. Plant Warranty: Plants are not warranted unless otherwise specified in contract

**Payments:**

1. Price Is Valid For 30 days from when the contract was sent. After this time, the contract will need to be reevaluated and re-sent by Top Blade KC Lawn Care & Landscape before moving forward.
2. If the project is not paid in full within one week (7 days) of project completion, a fee of \$200 per additional day will be charged to the Homeowner until the final payment has been made.

## Landscape Construction Contract

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above

3. Payment methods for this project include: check or cash or credit card (Credit card has a 3% processing fee)
4. Final payment is due on completion of the original contract not including warranty work OR change orders.
5. Client understands that progress payments indicate that client is content with progress of work

**Unforeseen Items:**

1. If unforeseen items are needed to complete the project, a change-order will be created and sent via email or confirmation through text message or video. Work in the change-order will not be started until change-order has been signed and approved by both parties.
2. We will have a location service mark for all utilities before the project is started. Please do your best not to disturb these markings since they are important.
3. If any utility lines are hit during the excavation, demo or installation process, due to incorrectly marked lines, Top Blade KC Lawn Care & Landscape will not be held liable. If this does occur, an agreement will be made between Top Blade KC Lawn Care & Landscape and the homeowner to resolve the issue. Utility lines included are gas and electric. Comcast/Spectrum/Google Fiber/AT&T and any other internet and T.V. service provider is not included
4. Any unknown objects encountered underground or aboveground, or circumstances that may stop or delay work will be considered additional work and are not covered under the original contract. Examples include, but are not limited to; boulders, large roots, construction footings, stumps, utilities, groundwater springs, etc. Additional work will be billed to the homeowner on a time and material basis.
5. Top Blade KC Lawn Care & Landscape will not be held liable for any damage caused by natural forces: cracked sprinklers, freeze and thaw, erosion, animals or anything beyond our control.
6. When back-filling or demoing materials, there is no guarantee items won't settle over the years.
7. Homeowner is responsible for the marking of all non-public utilities (i.e. irrigation, invisible fencing, satellite lines, etc.) before work commences - assumes responsibility for any damages caused by unmarked lines
8. It is the responsibility of the property owner to mark property lines prior to the start of work. Top Blade KC Lawn Care & Landscape accepts no responsibility or liability for incorrectly marked property lines or errors in survey. If access through a neighboring property is required, it is the responsibility of the homeowner to obtain
9. When providing concrete demo, the agreed-upon price assumes the concrete is a standard 4-6" thick with rebar spaced no closer than 16" and rebar size no greater than 1/2".

Top Blade KC \_\_\_\_\_

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

Signature \_\_\_\_\_

Homeowner \_\_\_\_\_

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

Signature \_\_\_\_\_

Diagram shown below

\*Not drawn to scale\*

Date: 2/24/2023

Quotes are only valid for 15 days from the date listed above



Quote



Request Changes

Approve

Prepared for  
**Harborview HOA Terry Snyder**

405 Marina Drive, Smithville, MO 64089  
816-289-1749  
snyderhhoa@outlook.com

Provided by  
**Heartland Fence & Concrete Company, LLC**

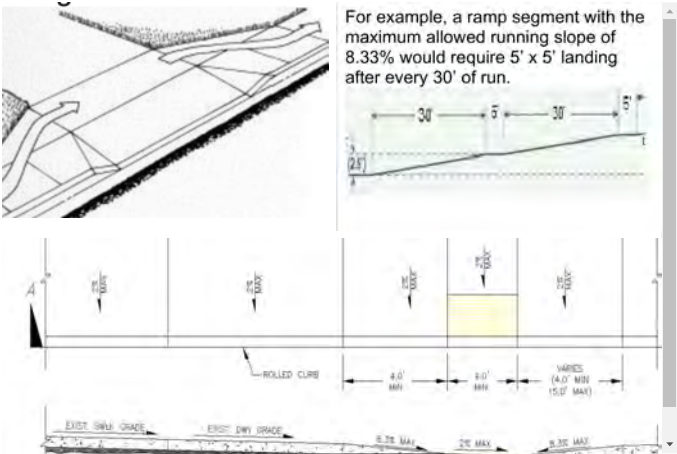
605 SW US HWY 40 #110, BLUE SPRINGS, MO 64014  
816-287-1897  
sales@HeartlandFenceandConcreteCompany.com  
License no. 3835

Sent by  
**Marie Fitts**  
816-905-2432  
marie@heartlandfenceandconcretecompany.com  
Quote #87  
Sent on 03/21/2023

Scope of work

approach access on existing 10' wide trail and proposed new 5' wide trail  
ADA

Job photos (click photo to see full image)



Products and services

approach		
approach access on existing 10' wide trail and proposed new 8' wide trail ADA		
Quantity	Unit Price	Total
2	\$3,000.00	\$6,000.00

Line item totals **\$6,000.00**



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners'  
Association Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Street Address

City

State

ZIP Code

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Brief Description of the proposed Project:

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \_\_\_\_\_

Grantee Cash Contribution: \_\_\_\_\_

Grantee In-Kind Contribution: \_\_\_\_\_

Grant Amount Requested: \_\_\_\_\_

## Project Information – Please attach additional documentation if needed

Expected Project Start Date \_\_\_\_\_ Expected Completion Date \_\_\_\_\_

Description of how this project will enhance the neighborhood:

**Description of how the grant funding will be matched by the organization:**

**Description of how the project will be maintained or funded in the future, if necessary:**

### **Prior Awarded Projects**

**Have you been awarded Neighborhood Beautification Grant funding for a previous project?**

**If yes, please provide a project update:**

### **Required Attachment Checklist**

**In addition to this application, the following documents will be required to fully assess the proposed project:**

- ☐ **A detailed Project Budget shown through a completed Attachment A *(Example Included)***
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any agencies, utilities, or property owners affected by the project**
- ☐ **Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- ☐ **If using cash contribution for the match, proof of available funds**
- ☐ **If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- ☐ **A copy of the by-laws for your neighborhood or homeowners' association**
- ☐ **A list of the current neighborhood or homeowners' association board members**

## Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature: C. S. Smith Date: \_\_\_\_\_

**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<b>Total Project Cost</b>		

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<b>Total Cash Contribution</b>		

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<b>Total In-Kind Contribution</b>		

<b>Total Project Cost</b>	
<b>Total Cash Contribution</b>	
<b>Total In-Kind Contribution</b>	
<b>Total Grant Amount Requested from the NBG Program</b>	

**Attachment B: Volunteer Pledge Form**

In-kind match of volunteer hours is rated at \$20 per hour.

Name	Phone Number	# of Hours Pledged	Signature
TOTAL HOURS PLEDGED			

**Attachment A: Detailed Project Budget Form EXAMPLE**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion. <i>Example in italics</i>		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<i>Hardware Store</i>	<i>Perennials and Concrete for Pad</i>	<i>\$1000.00</i>
<i>Bench Supplier Store</i>	<i>Bench</i>	<i>\$1000.00</i>
<b>Total Project Cost</b>		<b>\$2,000</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<i>HOA</i>		<i>\$500</i>
<i>Jane Smith</i>	<i>Bench purchase</i>	<i>\$250</i>
<b>Total Cash Contribution</b>		<b>\$750</b>

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<i>Volunteer Hours</i>	<i>12.5 hours Labor</i>	<i>\$250</i>
<b>Total In-Kind Contribution</b>		<b>\$250</b>

<b>Total Project Cost</b>	<b>\$2,000</b>
<b>Total Cash Contribution</b>	<b>\$750</b>
<b>Total In-Kind Contribution</b>	<b>\$250</b>
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$1,000</b>

Hills of Shannon HOA  
% CAM Management  
5000 W. 95th St. Suite 280  
Prairie Village, KS 66207

Neighborhood Beautification Grant Committee  
% Smithville City Hall  
107 W Main St.  
Smithville, MO 64089

Dear Sir or Madam:

The Hills of Shannon HOA Board would like to take this opportunity to thank you for receiving and considering this grant application submission. The Hills of Shannon, is a subdivision located off of Commercial Avenue. We are 261 households and approximately 25 years old. We pride ourselves on being an inclusive, friendly, and welcoming place to live. Our neighbors know that we can rely on each other and we have strong bonds throughout our community here. The residents within the Hills of Shannon work hard but play harder. We like to think that we are one of the best representations of what it means to be a welcoming community in Smithville. We know that to best represent Smithville and our residents, we must be always striving for continued improvement, maintenance, and updates to our subdivision. Not only do our long term residents deserve our ongoing improvement but also for the potential homebuyer looking at Smithville for the long term.

The HOA Board has voted to select Davenport Construction for this project. We came to this selection as they were able to provide us with three different options to explore for the best possible outcome. They also came within our overall budget requirements for a project of this size.

We thank you again for the consideration and look forward to hearing the committee's response.

Sincerely,  
Hills Of Shannon HOA Board:  
Constance Scott - President  
Art Jonhson - Vice President  
Bradley Scott - Treasurer  
Mignonne Slaugh - Secretary

Description of how this project will enhance the neighborhood:

The repair and reseal of the walking trail will continue to encourage homeowners to get outside, move and enjoy nature. The Hills of Shannon walking trail is just shy of 1/3 of a mile long (shy of 536 meters). This trail follows along the woods, creek, and helps to provide access to our playground and recreational fishing pond. This walking trail - which is approximately 17 to 20 years old - has been loved and used by walkers, runners, cyclists, and homeowners out to walk their dogs, go for a leisurely stroll, or enjoy a family walk. Even though we do not allow motorized vehicles on the trail (Please see the attached photo that goes over our trail and park rules) and we have had only one major repair done (a large crack that went side to side) the material used for this trail is asphalt. Over this length of time, weather, ground shifting, and recreational usage has caused larger cracks to appear, along with a few smaller pot holes, and water damage areas that need to be repaired, sealed, or rebuilt. Keeping our trail in good, usable, and accessible condition is a very important factor for the Hills of Shannon. It will allow all persons - regardless of ability - to be able to use the trail safely, without worrying about catching a foot or a stroller wheel in a crack or stumbling over some uneven ground. The walking trail has also been an important factor for homeowners when selling and/or purchasing a house in this subdivision.

Ultimately, after we sought out the estimates, the Hills of Shannon board decided to go with estimate 3, Davenport Construction, option 3: a two inch overlay of the trail from start to finish over the existing trail. The HOA Board feels that an overlay is the best option seeing that this is the original trail that had been laid nearly 20 years ago. By using the same materials as the original walking trail - as asphalt has a long life span and has held up well through the ever changing weather known as Missouri - the Hills of Shannon board believes that along with best practices for maintenance that the overlay would have close to the same life span.

Description of how the project will be maintained or funded in the future, if necessary:

The HOA will ask the selected vendor recommendations for best practices to implement for continued upkeep on the trail. Based on the recommendations we receive for future upkeep on the trail, the HOA will continue to set funds aside as needed each year to ensure that there is enough savings to continue to make sure the trail is maintained well into the future.

Description of how the grant funding will be matched by the organization:

The HOA will be matching the funds with a cash in kind match. Unfortunately, due to the nature of this project, the ability to lean on community volunteers is not recommended.

Have you been awarded Neighborhood Beautification Grant funding for a previous project? If yes, please provide a project update:

In 2022, the Hills of Shannon were awarded the following grants: ADA swing and update to our playground and a replacement fountain for our pond. Both projects were finished in a timely manner - the fountain was installed by July 5th, 2022 and the playground update was completed September 5th, 2022. Both projects came in within our projected budget and the HOA Board took advantage of the winter storage and maintenance program that the fountain vendor offered. This will help extend the life of the fountain for many years to come. The HOA has received plenty of positive feedback from the community on the updates and upgrades that would have not been easily attainable if it had not been for the Neighborhood Beautification Grant, the committee's time, and the City of Smithville.



RETURN SERVICE REQUESTED

Thank you for banking with Central Bank.  
We appreciate the opportunity to serve  
you. If we can be of any assistance,  
please call us at 816-525-5300.

**HILLS OF SHANNON HOMES ASSOCIATION**  
5000 W 95TH ST STE 280  
PRAIRIE VILLAGE KS 66207-3377

Period Page  
12/01/2022 - 12/30/2022 1 of 1

Web Address  
www.centralbank.net

M  
130064329

### Your Financial Summary on December 30, 2022

	Bank Deposits	Totals
Bank Deposit Accounts:		
IMMA	\$ 35,697.74	
Bank Deposit Total		\$ 35,697.74
<b>Total Assets:</b>	\$ 35,697.74	\$ 35,697.74

### Detailed Explanation of Account Balances and Other Assets

#### Business Money Market Account

No. 130064329	Beginning Balance November 30, 2022	\$ 35,696.22
Deposits		
Dec. 30 Interest Earned		1.52
	Total	+\$ 1.52
	Ending Balance December 30, 2022	\$ 35,697.74

Number of days since last statement/interest cycle	31
Beginning and ending dates for calculation of statement/interest cycle are	12/01/2022 through 12/31/2022
Average collected balance	35,696.00
Interest rate	0.05%
Annual percentage yield earned	0.05%
Interest earned year to date	14.76

End of Bank Deposits

## To Balance Your Checkbook

Fill in amounts below from your checkbook or savings record book and bank statement.

Send inquiries to:

### Central Bank

Bookkeeping Department  
P.O. Box 1400  
Lee's Summit, Missouri 64063-1400  
816-525-5300  
Member FDIC

Enter balance shown on bank statement. \$ \_\_\_\_\_

Add deposits not on bank statement. \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subtotal (+) \$ \_\_\_\_\_**

Subtract checks or withdrawals issued but not on statement. \$ \_\_\_\_\_  
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**Subtotal (-) \$ \_\_\_\_\_**

Balance shown in your checkbook or savings record book. (=) \$ \_\_\_\_\_

Enter balance shown in your checkbook or savings record book. \$ \_\_\_\_\_

Add any deposits and other additions, loan advances, bank deposits, Online Banking deposits, other electronic deposits, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subtotal (+) \$ \_\_\_\_\_**

Subtract service charges, maintenance fees, automatic payments, the bank withdrawals, Online Banking payments, Debit Point-of-Sale transactions, other electronic transactions, or transfers between savings & checking (including Online Banking, InfoLine, and ATMs) not entered in your checkbook or savings record book. \$ \_\_\_\_\_  
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\_\_\_\_\_

**Subtotal (-) \$ \_\_\_\_\_**

### Balance

(=) \$ \_\_\_\_\_

**These totals represent the correct amount of money you have in the bank and should agree. Please examine your statement promptly and report any errors immediately.**

### Important Information About Securities Line, Cash Reserve and Business Reserve

#### INTEREST CHARGE CALCULATION:

We figure the interest charge on your account by applying the daily periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance", we take the beginning balance of your account each day, add any new advances and subtract any credits or payments for that day. This gives us the daily balance. We add each day's interest charge to get the total interest charge which is shown on your monthly statement.

To calculate the Average Daily Balance noted in the Balance Subject to Interest Rate column we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance". The interest charge may be calculated by multiplying each of the average daily balances by the applicable daily periodic rate, multiplying the results by the number of days in the billing cycle divided by 365 and adding together to get the Total Interest For This Period.

### WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT/BILL:

If you think there is an error on your statement/Bill, write to us at:  
Central Bank, P.O. Box 1400, Lee's Summit, Missouri 64063-1400

In your letter, give us the following information:

> Account Information: Your name and account number.

> Dollar amount: The dollar amount of the suspected error.

> Description of Problem: if you think there is an error on your statement/bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement/bill.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

> We cannot try to collect the amount in question, or report you as delinquent on that amount.

> The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

> While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

> We can apply any unpaid amount against your credit limit.

### PERSONAL ACCOUNTS:

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-866-998-4617

or write us at:

Central Bancompany, Regulation E Investigations, P.O. Box 779, Jefferson City, MO 65102-9982

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error occurred.

(1) Tell us your name and account number

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days if the transfer involved a new account), we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



Alliance Association Bank, a division of Western Alliance Bank.  
Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

HILLS OF SHANNON HOMES ASSOCIATION  
C/O COMMUNITY ASSOCIATION MANAGEMENT LLC  
OPERATING  
5000 W 95TH ST SUITE 280  
PRAIRIE VILLAGE KS 66207-3377

Last statement: October 31, 2022  
This statement: November 30, 2022  
Total days in statement period: 30

Page 1  
XXXXXX1523  
( 6)

Direct inquiries to:  
888-734-4567

Alliance Association Bank  
3033 W Ray Road, Ste 200  
Chandler AZ 85226

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**THANK YOU FOR BANKING WITH US!**

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## AAB Community Checking

Account number	XXXXXX1523	Beginning balance	\$43,911.80
Enclosures	6	Total additions	719.24
Low balance	\$37,663.93	Total subtractions	6,966.27
Average balance	\$41,037.06	Ending balance	\$37,664.77
Avg collected balance	\$41,014		

### CHECKS

Number	Date	Amount	Number	Date	Amount
100034	11-04	18.00	100038	11-15	10.00
100035	11-04	483.00	100040 *	11-22	29.29
100036	11-08	2,835.00	* Skip in check sequence		
100037	11-09	166.98			

### DEBITS

Date	Description	Subtractions
11-15	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100039*2211 14*Aquatic Ecosystem Consultants \100286032\49352125\1	550.00
11-30	' ACH Debit AVIDPAY SERVICE AVIDPAY REF*CK*100041*2211 29*American Family Insurance\101341551\50310502\101341	2,874.00



## Gann Asphalt & Concrete Inc.

4124 NW Riverside St  
Riverside, MO 64150  
(816)-584-8772  
816-584-8741  
sholey@gannasphalt.com



### Prepared For:

Hills of Shannon HOA  
14608 Green Castle St  
Smithville, MO 64089

### Attention:

Constance Scott

### Project Address:

Hills of Shannon HOA  
14608 Green Castle St  
Smithville, MO 64089

Jason Gann  
Cell: 8162918916  
jgann@gannasphalt.com

Dear Constance Scott, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

### SEAL COAT: SINGLE SQUEEGEE COAT

\$8,100.00

*Sealcoat 15,240 Square Feet. We will apply one coat of sealer, using hand-held or mechanical squeegees.*

- Complete all necessary preparation by cleaning existing area free of dust, dirt, and debris using high powered walk behind pneumatic blower, power sweeper, & hand held brooms and remove to an approved location.
- Prime oil spots prior to sealcoat application by scraping and or burning excess oil. Apply oil spot primer.
- Trim around curbs, walls walkways, and sidewalks using a hand-held trim brush, providing protection against overspray and slopping.
- All sealer applied per manufacturer's recommendation, allowing for manufacturers recommended drying time (usually 3-4 hours, depending on climate conditions). Pavement sealer is MAC-52 Pro-Blend Premium Pavement Sealer and complies with ASTM, U.S. Air Force, and Federal specifications. Sealer is gas and oil resistant and protects pavement from ultra violet rays. Sealer may contain up to 4 LB/GAL silica sand. (See attached literature.)
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m. The parking lot may be reopened 24 hours after the completion of work subject to weather temperatures and other related conditions. We are not responsible for damage to property from vehicular or foot traffic on wet sealer.
- Pricing includes up to 4,000 LF of crack fill.

### ASPHALT OVERLAY

\$34,698.00

*Install 15,240 Square Yards at a Depth of 2 Inches.*

- This is performed by installing a new layer of hot mix asphalt over the existing pavement surface.
- First, we will clean the pavement areas.
- Then a tack coat will be evenly distributed over the proposed overlay area to bond the new asphalt overlay to the existing surface.
- The new asphalt will be installed at the above depth using a self-propelled paving machine and will be rolled and compacted to achieve a smooth and uniform surface.
- A Department of Transportation approved mix will be installed.
- Purchaser is responsible to ensure all vehicles are moved, towing if required, from the affected areas no later than 7:00 am.
- We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- Excluded is the possibility of ponding water or poor drainage where the grade is less than 2%.

PREPARED BY: Jason Gann

PROPOSAL TOTAL: \$42,798.00



Gann Asphalt & Concrete Inc. proposes to furnish material and labor to perform the work outlined herein for the sum of: **\$42,798.00**

Client Signature: \_\_\_\_\_ Today's date: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Gann Asphalt &amp; Concrete, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>4124 NW Riverside Street</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Riverside, MO 64150</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	3		-	1	8	3	9	7 6 2

### Part II Certification

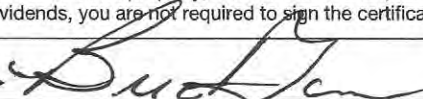
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2022

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

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

PRODUCER  
G.M. Peters Agency  
11 N Water Street  
Liberty MO 64068-1747

CONTACT NAME: Trevor J Baldwin  
PHONE (A/C, No, Ext): 816-883-4172 FAX (A/C, No): 816-781-8050  
E-MAIL ADDRESS: trevorb@gmpeters.com

License#: 8008897

INSURED  
Gann Asphalt & Concrete, Inc.  
4124 NW Riverside Street, Suite A  
Riverside MO 64150-9668

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Casualty And Surety Company	19038
INSURER B: Travelers Indemnity Company (The)	25658
INSURER C: Travelers Indemnity Company Of Connecticut (The)	25682
INSURER D: Travelers Property Casualty Company Of America	25674
INSURER E: Accident Fund Insurance Company Of America	10166
INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1984505523

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6809185N395	5/15/2022	5/15/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA7E623030	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$5,000	Y	Y	CUP1274P589	5/15/2022	5/15/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100028855	5/15/2022	5/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	CONTRACTORS EQUIPMENT DEDUCTIBLE: \$2,500			6809185N395	5/15/2022	5/15/2023	SCHEDULED EQUIPMENT LEASED/RENTED LIMIT 686,925 UNSCHEDULED LIMIT 100,000 30,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Gann Asphalt  
4124 NW Riverside Street  
Riverside MO 64150

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

AUTHORIZED REPRESENTATIVE

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## PROPOSAL

Bid ID Number:51777

Date:1/26/2023

1225 Iron - North Kanas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<b>Bid Submitted To:</b>  Hills of Shannon HOA 308 Killarney Lane Smithville, MO 64089  <b>PHONE:</b> 918-397-2904 <b>FAX:</b>  <b>CONTACT:</b> Constance Scott	<b>Job Proposed:</b>  Hills of Shannon - Walking Trail 308 Killarney Lane Smithville, MO 64089
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Description	Net Price
<u>4" ASPHALT PATCHING: 460 SY</u> Use skid steers or milling machine to remove asphalt to a depth of 4". Install 4" of commercial surface asphalt and roll to compaction.	<b>Asphalt Total Cost</b> \$22,875.00
<u>CRACK FILLING: 2,500 LF</u> Cracks shall be cleaned, filled with hot-pour rubber-asphalt sealer. All cracks 1/4" or greater will be filled with the EXCEPTION OF ALLIGATORED AREAS. The joints between the asphalt and curb will NOT be filled.	<b>Crackfill Total Cost</b> \$1,625.00
<u>SEALCOATING: 1,690 SY</u> • Clean pavement with high velocity air blowers used in conjunction with stiff brooms. • Seal pavement with 2 coats of high solids MAC Pro-Blend pavement sealer. • Sealer will be in slurry form with the addition of four (4) pounds of silica sand per 1 gallon. • The first coat will be applied by squeegee; the second coat will be applied by spray. • Squeegee application provides 20% to 25% more sealer than a spray application.	<b>Sealcoat Total Cost</b> \$5,070.00
	<b>Project Total Cost</b> <b>\$29,570.00</b>

#### EXCLUSIONS:

\*Bonds & Permits.

\*Material Testing.

\*Creating surface drainage if it does not exist already.

\*Any items not listed above.

Note: The property owner or owners agent is responsible for having vehicles removed from the work area prior to 7:00am and on; notification of trades, tenants, etc.; towing of vehicles is the responsibility of the above mentioned. If the crew must return to the site in order to complete the job, a trip charge will be billed.

#### WARRANTY:

McConnell & Associates Corp. warrants performance of the coating against flaking, chipping and loss of adhesion (sealer will not adhere to areas with constant moisture from irrigation systems) for one (1) year.

McConnell & Associates Corp. does not warrant the discoloring of the sealer as a result of ground moisture seeping through the asphalt pavement.

All work to be performed by uniformed McConnell & Associates personnel.



## PROPOSAL

Bid ID Number:51777

Date:1/26/2023

1225 Iron - North Kanas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

**Bid Submitted To:**

Hills of Shannon HOA  
308 Killarney Lane  
Smithville, MO 64089

PHONE: 918-397-2904

FAX:

CONTACT: Constance Scott

**Job Proposed:**

Hills of Shannon - Walking Trail  
308 Killarney Lane  
Smithville, MO 64089

**Description****Net Price****MOBILIZATIONS: One (1) Asphalt / One (1) Crackfill & Sealcoat**

Each additional mobilization above what is shown will be billed at \$1,500.00 each. The contractor, property owner or owners agent is responsible for having vehicles removed from the work area prior to 7:00am and on; notification of trades, tenants, etc.; towing of vehicles is the responsibility of the above mentioned. If the crew must return to the site in order to complete the job, a trip charge will be billed.

Price includes all applicable taxes.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PAYMENT and COLLECTION: Payment is due upon receipt of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms, including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

**Acceptance of Proposal**

***The above prices, specifications and conditions are satisfactory, and are hereby accepted.***

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

Name & Title (Please Print): \_\_\_\_\_

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

*Sam Randall*


Sam Randall

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

# Hills of Shannon HOA

308 Killarney Lane, Smithville, MO 64089

## Legend

 308 Killarney Ln

308 Killarney Ln

Red Area: 4" Asphalt Patching  
Total Area: 460 SY  
Blue Area: Crackfill / Sealcoat  
Total Area: 1,690 SY



## **Davenport Construction**

**PO Box 88  
Independence MO 64051  
Phone (816) 678-1123  
[Kinmissouri@aol.com](mailto:Kinmissouri@aol.com)  
[WWW.AsphaltConcreteKC.com](http://WWW.AsphaltConcreteKC.com)**

## **Proposal**

DATE: 1/23/23

**Connie  
918-397-2904  
[HillsofShannon@Gmail.com](mailto:HillsofShannon@Gmail.com)**

**Hills of Shannon  
Walking trail  
14603 Derby Road**

### Sealcoat and Crackfill:

- 1) Broom and sweep Walking trail free of debris.
- 2) Kill vegetation in pavement cracks with round up or a torch.
- 3) Using a hot pour crack-fill product to large cracks and around areas that have been patched.
- 4) Apply a Pro-Blend Sealer by hand with brooms and squeegees to ensure a thicker more durable coating.

**\$6,250.00**

### Patching/Seal-Coat/Crack Repairs:

- 1) Grind areas as needed for 2" mill patching
- 2) Broom and sweep walking path free of debris.
- 3) Apply SS-1H tack for adhesion
- 4) Install 2" of new asphalt and roll for compaction

Wait 45-60 Days and:

- 5) Broom and sweep Walking trail free of debris.
- 6) Kill vegetation in pavement cracks with round up or a torch.
- 7) Using a hot pour crack-fill product to large cracks and around areas that have been patched.
- 8) Apply a Pro-Blend Sealer by hand with brooms and squeegees to ensure a thicker more durable coating.

**\$12,685.00**

## Asphalt

- 1) Mill areas as needed to accept a 2" asphalt overlay
- 2) Broom and sweep walking path free of debris.
- 3) Apply SS-1H tack for adhesion
- 4) Install 2" of new asphalt and roll for compaction

Price: \$26,720.00

Work is bid for Monday through Friday business hours.

Work is bid with January 2023 Material Pricing.

Quote is valid for 60 days

Additions, alterations or deviations away from agreed upon specifications involving extra cost of material, labor, will be executed upon written order and will become an extra charge over and above the estimate.

Respectfully submitted:

Kevin Davenport

**BYLAWS  
OF  
HILLS OF SHANNON HOMES ASSOCIATION**

**ARTICLE I.  
OFFICES**

1.1 **Name.** The name of the corporation is HILLS OF SHANNON HOMES ASSOCIATION. It is incorporated under the laws of the State of Missouri as a corporation not-for-profit.

1.2 **Location.** The principal office of the corporation and meetings of members and directors may be held at a place so designated by the board of directors.

**ARTICLE II.  
DEFINITIONS**

2.1 **Association** shall mean the HILLS OF SHANNON HOMES ASSOCIATION, its successors and assigns.

2.2 **District** shall mean all of the property which is now or hereafter within the jurisdiction of the Association as provided in the Declaration.

2.3 **Common Areas**, if any, shall have the meaning set forth in the Declaration.

2.4 **Street** shall mean any public or private street, road, terrace, circle or boulevard shown on any recorded plat of all or part of the District.

2.5 **Lot** shall mean any lot as shown as a separate lot on any recorded plat of all or part of the District; provided, however, that if an Owner, other than the Developer, owns all or part of one or more adjacent lots upon which only one residence has been, is being, or will be erected, then such adjacent property under common ownership shall be deemed to constitute only one "Lot".

2.6 **Owner** shall mean the record owner in fee simple of any Lot in the District, including the Developer.

2.7 **Developer** shall mean and refer to Criterion Communities, L.L.C., a Colorado corporation, and its successors and assigns.

2.8 **Restrictions** shall mean the Declaration of Restrictions for Hills of Shannon, dated as of July 26, 1994, and recorded August 15, 1994 in Document M-30265, at Book 2381, Page 334, in the Office of the Recorder of Deeds, Clay County, Missouri, as such Restrictions may be amended from time to time.

2.9 **Declaration** shall mean the Hills of Shannon Homes Association Declaration dated September 2, 1994, and recorded September 6, 1994 in Document M-32482, at Book 2387, Page 314, in the Office of the Recorder of Deeds, Clay County, Missouri, as such Declaration may be amended from time to time.

### **ARTICLE III.** **MEMBERSHIP**

3.1 **Membership.** Membership in the Association shall be limited to any person or entity who is the Owner of the fee interest or of an undivided portion of the fee interest in any Lot which is now or hereafter within the jurisdiction of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Association.

3.1.1 **Membership for Guardian of Minors.** In case the legal title to a Lot in the District is held by one or more minors, their natural or legal guardian or guardians shall be eligible for membership, or if there be more than one such guardian, they shall jointly have the right to cast only one vote for any candidate at any election or on any question or such guardians may designate in writing one of them as a member in their stead and such person shall thereupon become eligible for membership, subject to the approval of the Board of Directors.

3.1.2 **Membership for Representatives of Corporations.** In case the legal title to a Lot in the District is held by a corporation, partnership or other entity, the Owner may designate, by filing a written instrument with the Association, any person as its member representative.

3.1.3 **Suspension of Membership.** During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association as provided in the Declaration, the voting rights and the right to use any recreational facilities, if any, in or available to the District may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 90 days, for violation of any of the rules and regulations established by the Board of Directors governing the use of the Common Areas, if any, and the recreational facilities, if any, in or available to the District.

#### **ARTICLE IV.** **VOTING RIGHTS**

The Association shall have two classes of voting members:

4.1 **Class A.** Class A members shall consist of all of the persons and entities who are members as provided in Article III; and shall be entitled to one vote for each Lot owned. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast by members with respect to any Lot.

4.2 **Class B.** The Class B member shall be Developer; and shall be entitled to ten (10) votes for each Lot owned by Developer within the entire District. Provided, however, so long as Developer is the owner of at least one Lot, then notwithstanding any provision herein to the contrary, the Class B member shall be entitled to approve and/or exercise veto power in conjunction with all votes by the members, including all votes by the Board of Directors of the Association. In the event Developer owns less than one Lot, the Class B Membership shall cease and be converted to a Class A membership.

4.3 **Developer Control.** Notwithstanding anything herein to the contrary, no members shall have any votes nor assume any of the rights provided herein or in the Declaration without the express written relinquishment of such control by Developer. Until such assignment or conveyance occurs, Developer shall appoint all members of the Board of Directors, and otherwise exercise all decisions of the Association, except as may be delegated or otherwise transferred as herein provided.

#### **ARTICLE V.** **USE OF COMMON AREAS**

5.1 **Undedicated Common Areas.** The Owners of Lots within the District shall have the right to the use of Common Areas, if any, appearing as undedicated common areas, if any, on the plat of the District, or as may appear on subsequent plats of the District, or as may be created by separate document filed for that purpose with the Recorder of Deeds of Clay County, Missouri, by the Developer, or as may otherwise be created.

5.2 **Rules and Regulations.** The Association shall have the right and the power, from time to time, to make reasonable rules and regulations which shall govern the use of the Common Areas. The rules and regulations set forth at Exhibit "A" attached hereto are hereby adopted as of the date hereof.

#### **ARTICLE VI.** **BOARD OF DIRECTORS**

6.1 **Number.** The business and affairs of the Association shall be managed by a Board of Directors, composed of **three (3)** directors, initially who shall be appointed by the Developer. The initial directors, or their successors appointed by Developer, shall hold office

until Developer no longer owns any Lots in the District or until Developer relinquishes its Class B membership, whereupon, the Developer must call a special meeting for the election of directors. Each director nominated at the special meeting shall hold office until the next annual election of directors or until his or her earlier resignation or removal. Each individual elected as a director shall serve for a term of one year and until his or her successor is duly elected and has commenced his or her term of office, or his or her earlier resignation or removal.

6.2 **Qualification.** All directors, other than the initial directors, shall be members in good standing of the Association.

6.3 **Removal.** Any director, except for the initial directors, may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of such predecessor.

6.4 **Compensation.** No director shall receive compensation for the service to the Association as a director. However, any director may be reimbursed for actual expenses incurred in the performance of such duties.

## **ARTICLE VII. MEETINGS OF DIRECTORS**

7.1 **Annual Meetings.** Annual meetings of the Board of Directors shall be held following the annual meeting of the members at such place as may be fixed by the board.

7.2 **Regular Meetings.** Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by the board.

7.3 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two directors.

7.4 **Notice of Special Meetings.** Written or printed notice stating the place, day and hour of a special meeting and the purpose or purposes for which the meeting is called, shall be delivered to each director not less than five days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Association, with postage thereon prepaid.

7.5 **Waiver of Notice.** Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

7.6 **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Except as provided in Article XVI hereof, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

7.7 **Adjournment.** If a quorum shall not be present at any such meeting, the directors present shall have the power successively to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted which could have been transacted at the original session of the meeting.

7.8 **Meetings by Conference Telephone or Similar Communications Equipment.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, members of the Board of Directors of the Association, or any committee designated by the board, may participate in a meeting of the board or committee by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

7.9 **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VIII.**

### **NOMINATION AND ELECTION OF DIRECTORS**

8.1 **Nomination.** Subject to Section 6.1, nomination for election to the Board of Directors shall be made from the floor at the annual meeting of the members.

8.2 **Election.** Election to the Board of Directors shall be by written ballot. At any such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article IV hereof. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

8.3 **Commencement of Term of Office.** A director shall be deemed elected at the time of such election, but shall not be deemed to have commenced the term of office or to have any of the powers or responsibilities of a director until the time he or she accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the board of directors or otherwise.

## **ARTICLE IX.**

### **POWERS OF THE BOARD OF DIRECTORS**

The members of the Board of Directors shall have the following powers:

9.1 **Scope.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, the Declaration or the Restrictions.

9.2 **Rules and Regulations; Common Areas; Pond.** The Association shall assume control of all Common Areas, and shall adopt and publish rules and regulations governing the use of the Common Areas, if any, and the personal conduct of the members and their guests thereon, and to establish penalties, including monetary fines, for the infraction thereof; provided, however, that the Board of Directors may not, in any event, revoke, limit, restrict, or suspend in any way, the right of any Owner to use and enjoy any street for ingress and egress. The Association recognizes that the pond located within the Common Areas is an asset which requires strict rules and regulations regarding access, use and any activities related thereto. During any period of time that the Developer owns other property not a part of the District which adjoins such pond, the Association shall nonetheless endeavor to control and maintain all use of and activities concerning the pond and other Common Areas and shall indemnify and hold Developer harmless from any claim, loss, cost, or expense related to any member, guest, invitee, contractor or licensee of the District and Association and their respective employees, contractors and officers. The Association shall maintain contractual liability insurance with respect to such indemnities in accordance with Section 9.8 below.

9.3 **Employment.** Employ (and contract with for such periods of time and on such terms as may be deemed appropriate) agents, independent contractors, managers and employees, and to prescribe their duties and responsibilities, if necessary.

9.4 **Records and Reports.** Cause to be kept a complete record of all its acts and of the corporate affairs of the Association and to present reports thereof to the members.

9.5 **Supervision.** Supervise all officers, agents and employees of the Association, and see that their duties, if necessary, are properly performed.

9.6 **Assessments.** As more fully provided in the Declaration, provide for the levying of the annual assessment against each Lot and any special assessment against any Lot.

9.7 **Certificates.** Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

9.8 **Insurance.** The Board of Directors shall procure and maintain (i) insurance covering the Association and the Developer against any liability to the public or the members, and their invitees and tenants, incident to the operation of the Association, including ownership and operation of all Common Areas, in an amount not less than \$1,000,000 against the claim of one person or \$2,000,000 against the claims of two or more persons in one occurrence, (ii) property damage insurance in an amount not less than \$500,000 per occurrence, and (iii) errors and omissions insurance for directors and officers. Such policy or policies shall contain an

endorsement providing that the rights of the named insured shall not be prejudiced with respect to actions against other named insureds, and shall contain a contractual liability endorsement with respect to any contractual obligations and indemnities provided by the Association in these Bylaws or otherwise duly adopted or agreed by the Association. Notwithstanding the foregoing, the Board of Directors shall have the authority to maintain such other insurance as the Board deems advisable in the operation and protection of the District and the Association.

9.9 **Bonding.** Cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

9.10 **Maintenance.** Cause the Common Areas, as they exist from time to time, to be maintained and maintain the entry landscape easements. The Association shall also maintain, repair and replace the cluster mailboxes erected for use by the members in compliance with local rules and ordinances for such receptacles.

9.11 **Committees.** During the period that the Developer appoints the directors, the Board may appoint an Advisory Committee of the membership from which to seek input and assistance in operating and maintaining the District. The Board may otherwise appoint an executive committee and other committees and delegate to such committees any of the powers and authority of the Board of Directors in the management of the business and affairs of the Association. Any such committee shall be composed of two or more directors.

9.12 **Indebtedness of Association.** To the extent permitted by the Declaration, borrow money and incur indebtedness for purposes of the Association and cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; provided, however, that the repayment of any such indebtedness shall not be or become the personal obligation of any Owner.

9.13 **Performance.** Perform all acts and do all things required or permitted to be done by the Association by the Declaration or otherwise; and perform all acts and do all things permitted or required of a Board of Directors of a not-for-profit corporation under the laws of the State of Missouri.

## **ARTICLE X.**

### **MEETINGS OF MEMBERS**

10.1 **Annual Meetings.** The annual meetings of the members of the Association shall be held on the first Tuesday of November of each year, commencing November 2003, at such place as may be fixed by the Board of Directors. If the day for the annual meeting of members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. At the annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, assessment levels shall be established and any other business within the powers of the membership may be transacted.

10.2 **Special Meetings.** Special meetings of the members may be called at any time by the president or by a majority of the Board of Directors, or upon written request of members holding at least one-tenth (1/10th) of the votes of the members.

10.3 **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before a regular meeting and at least ten days before a special meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

10.4 **Quorum.** The presence at a meeting, in person or by proxy, of members entitled to cast at least one-fourth (1/4th) of a total votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be obtained. Except as otherwise provided in the Declaration or the Articles of Incorporation or by law, a majority vote of those present at a meeting at which a quorum is present shall be necessary to transact any business.

10.5 **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing on forms provided by the Association and shall be validly notarized by a notary public, and filed with the secretary of the Association before the meeting. Every proxy shall be revocable and shall automatically cease to be effective, if not sooner terminated by its terms or revoked, upon the expiration of one year from the date of its issuance or upon conveyance by the member of his Lot, whichever event shall occur sooner.

## **ARTICLE XI.** **OFFICERS AND THEIR DUTIES**

11.1 **Enumeration of Offices.** The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board of Directors may from time to time elect.

11.2 **Election of Officers.** Initially, the officers shall be elected by the Board of Directors named by the incorporator of the Association at the first meeting of that body, to serve at the pleasure of the board until the first annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

At the first and each subsequent annual meeting of the Board of Directors the newly elected board shall elect officers to serve at the pleasure of the board until the next annual meeting of the board and until their successors are duly elected and qualified or until their earlier resignation or removal.

An officer shall be deemed qualified when he or she enters upon the duties of the office to which elected or appointed and furnishes any bond required by the Board or these Bylaws; but the Board may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

11.3 **Special Appointments.** The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

11.4 **Resignation and Removal.** Any officer may be removed from office by the Board of Directors, with or without cause, at any time. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.5 **Vacancies.** A vacancy in any office may be filled by the Board of Directors at any time. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

11.6 **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of the Developer or special offices created pursuant to this Article.

11.7 **Duties.** The duties of the officers are as follows:

**President.** The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Association. The president shall preside at all meetings of the membership and at all meetings of the Board of Directors. He shall be *ex officio* a member of all standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties and have such other powers as may be prescribed by the Board of Directors.

**Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members, shall keep the corporation seal of the Association and affix it on all papers required to have the seal affixed thereto, shall serve notice of meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties, and have such other powers as may be prescribed by the Board.

Treasurer. The treasurer shall have responsibility for the safekeeping of the funds of the Association, shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and such other books of account and accounting records as may be appropriate, and shall perform such other duties and have such other powers as may be prescribed by the Board of Directors. The books of account and accounting records shall at all reasonable times be open to inspection by any director.

11.8 **Compensation.** Officers of the Association shall not receive any compensation or salary for their services, but may be reimbursed for their actual expenses incurred in the performance of the duties of their offices.

## **ARTICLE XII.** **ASSESSMENTS**

12.1 **Purposes.** The assessments levied by the Association shall be used to provide a general fund to enable the Association to exercise the powers, maintain the Common Areas and improvements and render the services provided for in these Bylaws, the Declaration, the Restrictions and the Articles of Incorporation.

12.2 **Provisions Governing Assessments.** Assessments shall be levied in the manner provided in the Declaration and all matters concerning assessments shall be governed by the provisions of the Declaration.

## **ARTICLE XIII.** **BOOKS AND RECORDS**

The books and records of the Association shall, upon notice, at all times, be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall also be available for inspection by any member at the principal office of the Association.

## **ARTICLE XIV.** **CORPORATE SEAL**

The Association shall not have a corporate seal.

## **ARTICLE XV.** **GENERAL PROVISIONS**

15.1 **Depositories and Checks.** The monies of the Association shall be deposited in such manner as the directors shall direct in such banks or financial institutions as the directors may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

15.2 **Certain Loans Prohibited.** The Association shall not make any loan to any officer or director of the Association.

15.3 **Absence of Personal Liability.** The directors, officers, and members of the Association shall not be individually or personally liable for the debts, liabilities or obligations of the Association.

15.4 **Indemnification and Liability of Directors and Officers.** Each person who is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation (including the heirs, executors, administrators and estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another corporation. The indemnification provided by these bylaw provisions shall not be exclusive of any other rights to which those indemnified may be entitled under the Articles of Incorporation, under any other bylaw or under any agreement, vote of members or disinterested directors or otherwise, and shall not limit in any way any right which the corporation may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

#### **ARTICLE XVI.** **AMENDMENT**

These Bylaws may be altered, amended, or repealed in any of the following ways: (i) by a two-thirds (2/3) vote of the total votes of the Class A and Class B members of the Association present at a meeting at which a quorum is present, or (ii) by a two-thirds (2/3) vote of the Board of Directors, both of which require the approval of the Class B member, so long as Class B membership exists.

#### **ARTICLE XVII.** **CONFLICT**

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

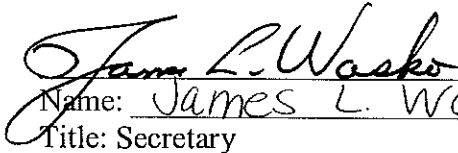
#### **ARTICLE XVIII.** **FISCAL YEAR**

The Board of Directors shall have power to fix and from time to time change the fiscal year of the Association. In the absence of action by the board of directors, the fiscal year of the Association shall end each year on the date which the Association treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Directors.

**CERTIFICATE**

The undersigned secretary of HILLS OF SHANNON HOMES ASSOCIATION, a Missouri not-for-profit corporation, hereby certifies that the foregoing Bylaws are the original Bylaws of said Association adopted by the initial directors named by the incorporator of the Association.

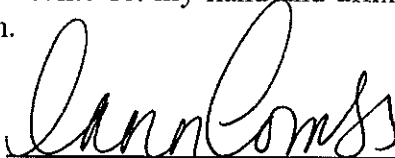
Dated: November 15, 2002

  
Name: James L. Wasko  
Title: Secretary

STATE OF Missouri )  
COUNTY OF Jackson ) ss.

On this 15<sup>th</sup> day of November 2002, before me, a Notary Public, personally appeared James L. Wasko, President of HILLS OF SHANNON HOMES ASSOCIATION, a Missouri not-for-profit corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year last above written.

  
NOTARY PUBLIC

My commission expires:

Dec 4, 2005

**ANN M. COMBS**  
Notary Public-Notary Seal  
Olay County-State of Missouri  
My Commission Exp. 12/5/04

## **EXHIBIT "A"**

### **A. Lake/Pond Rules and Regulations.**

1. No motorized vehicles are allowed on dam or common areas other than for maintenance purposes.
2. No motorized boats or motorized rafts are allowed on lake.
3. No docks, rafts or other structures may be built into or over the lake.
4. No unattended rafts or boats or paddle boats may be docked on common property.
5. No trash may be disposed of in or near the lake.
6. No swimming or diving in lake is permitted for safety reasons.
7. No glass containers or littering in or around lake are permitted.
8. No cleaning of fish is allowed in or around lake.
9. Only residents of Hills of Shannon and accompanied guests are allowed to use lake and surrounding common areas.
10. Residents are encouraged to have at least two clean-up days for beautifying of area.
11. All lake users do so at their own risk. Swimming is not permitted and there is no lifeguard on duty; therefore, children should be properly supervised.
12. No loud noises.
13. Hours: Dawn to Dusk.

- B. **Mail Boxes.** Once cluster mailboxes have been installed by Developer, they then will become the property of the Association and shall be maintained by the Association permanently. Lost keys shall be replaced at the expense of individual homeowners.

Hills of Shannon HOA  
% CAM Management  
5000 W. 95th St. Suite 280  
Prairie Village, KS 66207

Neighborhood Beautification Grant Committee  
% Smithville City Hall  
107 W Main St.  
Smithville, MO 64089

Dear Sir or Madame -

This letter is to inform you that the Hills of Shannon HOA Board has voted to spend \$13,360.00 on the walking trail overlay project for the Smithville Neighborhood Beautification Grant. Please see the attached financial documents that shows the ability for the Hills of Shannon to pay their part of the grant agreement.

Thank you for your time and consideration in this matter.

Sincerely,  
Hills of Shannon HOA Board:  
Constance Scott (President)  
Art Jonhson (Vice President)  
Bradley Scott (Treasurer)  
Mignonne Slaugh (Secretary)

# NATURE WALKING TRAIL

(For Hills of Shannon Residents Only)

## RULES:

Hours: Dawn to Dusk

No Motor Vehicles

No Littering

No Glass Containers

No Loud Noises



# Neighborhood Beautification Grant Application City of Smithville, MO

## Applicant Information

Neighborhood or Homeowners'  
Association Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Street Address

City

State

ZIP Code

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Brief Description of the proposed Project:

## Budget Information

The amount of grant funds awarded to the neighborhood ranges from \$50 - \$25,000. All funds awarded are required to have matching funds contributed from the neighborhood. Matching funds can come in the form of actual funds or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost. (e.g., if total project cost is \$10,000, the neighborhood or homeowners' association contributes \$5,000 and requests \$5,000 in grant funds from the program.) Volunteer hours are calculated at the rate of \$20/hour and must be confirmed at the completion of the project.

Total Project Cost: \_\_\_\_\_

Grantee Cash Contribution: \_\_\_\_\_

Grantee In-Kind Contribution: \_\_\_\_\_

Grant Amount Requested: \_\_\_\_\_

## Project Information – Please attach additional documentation if needed

Expected Project Start Date \_\_\_\_\_ Expected Completion Date \_\_\_\_\_

Description of how this project will enhance the neighborhood:

**Description of how the grant funding will be matched by the organization:**

**Description of how the project will be maintained or funded in the future, if necessary:**

### **Prior Awarded Projects**

**Have you been awarded Neighborhood Beautification Grant funding for a previous project?**

**If yes, please provide a project update:**

### **Required Attachment Checklist**

**In addition to this application, the following documents will be required to fully assess the proposed project:**

- ☐ **A detailed Project Budget shown through a completed Attachment A *(Example Included)***
- ☐ **Photos of the proposed project area**
- ☐ **Plan or map showing the location of the project and projected improvements**
- ☐ **At least three estimates for all work**
- ☐ **Letter of authorization from any agencies, utilities, or property owners affected by the project**
- ☐ **Letter of approval of use of funds from the neighborhood or homeowners' association Board**
- ☐ **If using cash contribution for the match, proof of available funds**
- ☐ **If planning to use volunteer hours for an in-kind match, a completed Volunteer Pledge Sheet (Attachment B)**
- ☐ **A copy of the by-laws for your neighborhood or homeowners' association**
- ☐ **A list of the current neighborhood or homeowners' association board members**

## Disclaimer and Signature

I, the applicant, understand and agree that all applicable required City permits, which may include a building permit, right of way permit, must be obtained before work begins.

I, the applicant, confirm that I have read the terms of the application and that I am acting on behalf of my neighborhood or homeowners' association, in accordance with their expressed wishes, which were determined by a vote or consensus of the majority of the neighborhood stakeholders. I understand that acting without consent of my organization may cause my neighborhood to be ineligible for future grants.

Authorized Agent's Signature: Cathy T. Knight Date: \_\_\_\_\_

**Attachment A: Detailed Project Budget Form**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion.		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<b>Total Project Cost</b>		

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others.		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<b>Total Cash Contribution</b>		

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others.		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<b>Total In-Kind Contribution</b>		

<b>Total Project Cost</b>	
<b>Total Cash Contribution</b>	
<b>Total In-Kind Contribution</b>	
<b>Total Grant Amount Requested from the NBG Program</b>	

**Attachment A: Detailed Project Budget Form EXAMPLE**

<b>TOTAL PROJECT COST (grant funds requested plus applicant match)</b>		
List all items/service required for project completion. <i>Example in italics</i>		
<b>Vendor/supplier:</b>	<b>Item/service:</b>	<b>Amount:</b>
<i>Hardware Store</i>	<i>Perennials and Concrete for Pad</i>	<i>\$1000.00</i>
<i>Bench Supplier Store</i>	<i>Bench</i>	<i>\$1000.00</i>
<b>Total Project Cost</b>		<b>\$2,000</b>

<b>CASH MATCH CONTRIBUTION</b>		
List any cash that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity contributing cash</b>	<b>Item/services to be paid (if specified):</b>	<b>Amount:</b>
<i>HOA</i>		<i>\$500</i>
<i>Jane Smith</i>	<i>Bench purchase</i>	<i>\$250</i>
<b>Total Cash Contribution</b>		<b>\$750</b>

<b>IN-KIND MATCH CONTRIBUTIONS</b>		
List any services or supplies that will be contributed by your organization or others. <i>Example in italics</i>		
<b>HOA/entity donating</b>	<b>Item/services to be donated:</b>	<b>Value:</b>
<i>Volunteer Hours</i>	<i>12.5 hours Labor</i>	<i>\$250</i>
<b>Total In-Kind Contribution</b>		<b>\$250</b>

<b>Total Project Cost</b>	<b>\$2,000</b>
<b>Total Cash Contribution</b>	<b>\$750</b>
<b>Total In-Kind Contribution</b>	<b>\$250</b>
<b>Total Grant Amount Requested from the NBG Program</b>	<b>\$1,000</b>

**Attachment B: Volunteer Pledge Form**

In-kind match of volunteer hours is rated at \$20 per hour.

Name	Phone Number	# of Hours Pledged	Signature
President Susan Lambrecht	816-916-1032	10	/s/ Susan Lambrecht
VP Tina Wheatley	501-944-2078	10	/s/ Tina Wheatley
Secretary Cathy Knight	816-888-9852	10	/s/ Cathy Knight
Treasurer Connie Massie	816-806-6344	10	/s/ Connie Massie
TOTAL HOURS PLEDGED		40	



# HOMEOWNERS ASSOCIATION

199 Stonebridge Lane • Smithville, MO 64089

Email: [stonebridgelanehoa@gmail.com](mailto:stonebridgelanehoa@gmail.com)

Website: [www.stonebridgelanehoa.com](http://www.stonebridgelanehoa.com)

**January 31, 2023**

Ms. Anna Mitchell  
Ms. Brandi Schuerger  
Mr. Chuck Soules  
City of Smithville  
107 West Main Street  
Smithville, MO 64089

RE: Stonebridge Lane HOA – Neighborhood Beautification – Grant Application  
Letter of Approval of Use of Funds from HOA Board

Dear City of Smithville:

Please be advised that no agencies, utilities, or property owners will be affected by our proposed project. We approve the use of funds for our proposed project.

Thank you for your consideration of our grant application.

Sincerely.

President	Susan Lambrecht	816-916-1032
Vice President	Tina Wheatley	501-944-2078
Secretary	Cathy Knight	816-888-9852
Treasurer	Connie Massie	816-806-6344

STONEBRIDGE HOA  
OPERATING ACCOUNT  
DECEMBER 1, 2022-DECEMBER 31, 2022

BEGINNING BALANCE:	\$54,375.71
DEPOSITS	\$16,780.00
12/2	CHECK #1362 ILLUSION LAWN \$4300.00
12/2	CHECK #1363 ILLUSION LAWN \$1210.00
12/2	CHECK #1364 WM HUDNALL \$1170.00
12/4	CHECK #1365 EVERGY \$ 119.34
12/14	MIRCOSOF SUBSCRIPTION \$ 69.99
12/17	CHECK #1366 CM MOSE & SON \$ 858.24
12/17	CHECK #1368 ILLUSION LAWN \$2800.00
12/19	CHECK #1369 CONNIE MASSIE (REIMBURSE FOR NEW PRINTER) \$ 185.48
12/29	PAYHOA \$ 99.00
12/30	TRANSFER \$5.00 \$ 375.00
12/30	TRANSFER ASSESSMENT \$1125.00
EXPENSES:	\$12,312.05
ENDING BALANCE:	\$58,843.66



P.O. Box 171297 • Kansas City, KS 66117  
securitybankkc.com • MEMBER FDIC

Error Resolution Notice

Date 1/31/23  
ACCOUNT NUMBER  
CIF Number  
Enclosures

Page 1  
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6

STONEBRIDGE HOMEOWNERS ASSOCIATION  
199 STONEBRIDGE LN  
SMITHVILLE MO 64089-9160

## CHECKING ACCOUNT

Account Title: STONEBRIDGE HOMEOWNERS ASSOCIATION

SMALL BUSINESS CHECKING		Number of Enclosures	6
Account Number	140150004469	Statement Dates	1/01/23 thru 1/31/23
Previous Balance	58,843.66	Days in the statement period	31
12 Deposits/Credits	20,285.00	Average Ledger	70,213.27
4 Checks/Debits	1,147.11	Average Collected	69,425.68
Service Charge	.00		
Interest Paid	.00		
Current Balance	77,981.55		

## ACTIVITY IN DATE ORDER

Date	Description	Debit	Balance
1/05	PayHOA.com PayHOA.com	540.00	59,383.66
	CCD ST-U7I1I6G5Q7R2		
1/05	Check	1367	59,133.66
1/05	Check	1370	58,433.66
1/10	Deposit	2,055.00	60,488.66
1/10	Deposit	8,880.00	69,368.66
1/11	PayHOA.com PayHOA.com	1,699.00	71,067.66
	CCD ST-M0A6C1X3I1D9		
1/13	PayHOA.com PayHOA.com	134.00	71,201.66
	CCD ST-J4G0S6X7L8T4		
1/13	Check	1371	71,103.55
1/18	PayHOA.com PayHOA.com	98.11	71,238.55
	CCD ST-C8T1U4R9V1L1	135.00	
1/18	PayHOA.com PayHOA.com	268.00	71,506.55
	CCD ST-X9P7H0T6D3U7		
1/19	PayHOA.com PayHOA.com	135.00	71,641.55
	CCD ST-S5I2M6U0L1G0		
1/19	Deposit	5,850.00	77,491.55



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securitybankkc.com • MEMBER FDIC

Error Resolution Notice

Date 1/31/23  
ACCOUNT NUMBER  
CIF Number  
Enclosures

Page 2  
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XXXXXXXXXX  
6

STONEBRIDGE HOMEOWNERS ASSOCIATION  
199 STONEBRIDGE LN  
SMITHVILLE MO 64089-9160

SMALL BUSINESS CHECKING 140150004469 (Continued)

ACTIVITY IN DATE ORDER			
DATE	DEBIT / CREDIT	AMOUNT	BALANCE
1/25	PayHOA.com PayHOA.com CCD ST-G2W9P5S1R5S9	134.00	77,625.55
1/26	PayHOA.com PayHOA.com CCD ST-H4F3U9S8X0J2	135.00	77,760.55
1/27	PayHOA.com PayHOA.com CCD ST-F1M5E5N0W0O4	320.00	78,080.55
1/30	PayHOA, LL PayHOA, LLC CCD ST-K8S8E5V1F9O5	99.00-	77,981.55

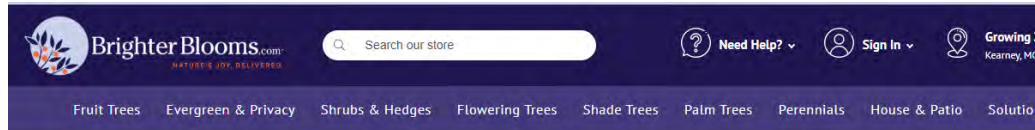
CHECKS IN NUMBER ORDER			
CHECK NUMBER	AMOUNT	DATE	BALANCE
1/05 1367	250.00	1/13	1371
1/05 1370*	700.00		98.11

\* Denotes missing check numbers

DAILY BALANCE INFORMATION					
DATE	DEBIT	CREDIT	DATE	DEBIT	CREDIT
1/01	58,843.66	1/13	71,103.55	1/26	77,760.55
1/05	58,433.66	1/18	71,506.55	1/27	78,080.55
1/10	69,368.66	1/19	77,491.55	1/30	77,981.55
1/11	71,067.66	1/25	77,625.55		

# **Proposed Project Estimates**

(1) Trees and (2) Bushes -- ILLUSIONS LANDSCAPING -- see previous page for their estimate. Other estimates below.



Home > Evergreen & Privacy Trees > Drought-Tolerant Evergreen Tree



## Drought-Tolerant Evergreen Tree

*Cupressus arizonica*

**\$169.99**

Select a size:

4-5 ft.

1

Add to Cart

Add to My G

Ships in 1-2 Days

1-Year Warranty Eligible [View Details](#)

Additional Details:

Larger size for faster results

Plant multiple for even faster privacy



## Norway Spruce, 5' B&B

Norway Spruce is a rapid grower with drooping, pendulous secondary branches. It has bright-green foliage when young that changes to a glossy dark-green color. The best Spruce ...

Evergreen - Spruce

Other options:

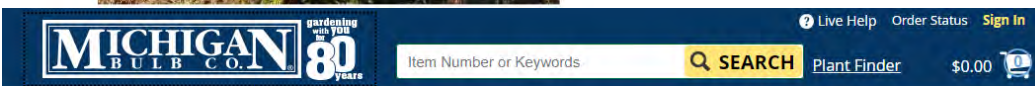
[View product details](#)

**\$288.99**

+\$0.00 est. tax

[McKay Nursery Company](#)

+Shipping



**Offer Applied: Save up to 15% on Select Items** Expires: January 31, 2023

Home » Trees, Shrubs and Bushes » Hedges » Norway Spruce Hedge



## Norway Spruce Hedge

A sturdy and pyramidal pine

Looking for a larger-than-life pine? The Norway Spruce is frequently used as a Christmas tree farm crop, thanks to its attractive, broad form and perfect pyramidal shape. When allowed to grow to their full height, Norway spruce trees can reach over 60 feet in height! They're also known to live for two, or even three, centuries, thanks to their drought tolerance and resistance to disease. This pine tree performs best in cold climates, so it's perfect for Northern and Midwest landscapes. A great pine for screening and property borderlines, the Norway Spruce also works nicely as a standalone tree.

Zone  
2-7

Height  
40 - 60 feet

Bloom Time  
Non-flowering

Light Requirements  
Full Sun

SKU	Select Option	Price
<input type="radio"/> 80193	Dormant DORMANT 12-18"	<del>\$39.99</del> <b>\$36.99</b> Save 8%
<input type="radio"/> 88082	Dormant DORMANT 12-18"	<del>\$159.99</del> <b>\$143.99</b> Save 10%
<input checked="" type="radio"/> 88084	Dormant DORMANT 12-18"	<del>\$279.99</del> <b>\$252.99</b> Save 10%

**Pre-Order! Ships in Spring**

Packed 10 per offer **\$279.99**  
**\$252.99**

**ILLUSION**

Lawn and Landscape LLC

1731 SW Shaver Rd,

Plattsburg, MO 64477

**Blake Krieger 816-215-3939 / Illusionlawn@hotmail.com**

January 20, 2022

**Bidding To:**

Stone Bridge HOA

Smithville, MO 64089

**Details of Bid:**

Item		Cost	Total
1)	Deliver and install 12 Norway Spruce Trees 6 ft. Includes digging, install, peat moss backfill, water, fertilizer and mulch.	\$280.00 each installed	\$3,360
2)	Deliver and install 6 White Pine 6 ft. Includes digging, install, peat moss backfill, water, fertilizer and mulch.	\$270.00 installed	\$1,620
3)	Deliver and install 60 flowering shrubs 2-3 gallon in size. Includes digging, install, peat moss backfill, water, fertilizer and mulch.	\$ 38.00 installed	\$2,280
		<b>TOTAL:</b>	<b>\$7,260.00</b>

**Note:**

All trees and shrubs have a 1-year warranty with installation.

Norway and White Pine are only a suggestion, if any other tree is requested, we will adjust bid.

If rock is in area that trees are wanted there will be an additional charge for digging.



3 gal. Azalea Hampton Beauty Flowering Shrub with Pink Flowers  
Flower

**\$45.09**

[Walmart - P & S Imports LLC](#)

Free delivery



3 gal. Veitchii Gardenia Flowering Shrub with White Blooms  
Indoor - Flower

**\$62.16**

[Home Depot](#)

Free delivery & Free 90-day returns



Encore Azalea 3 gal. Autumn Lilac Shrub with Lavender Purple Reblooming Flowers

4.1 ★★★★★ 12

**\$73.99**

[Plant Addicts](#)

Delivery by Fri, Feb 3



Southern Living 2 gal. Jubilation Gardenia Shrub

4.6 ★★★★★ 7

Flower

**\$37.00**

[Amazon.com](#)

\$14.41 delivery



Encore Azalea 3 gal. Autumn Fire Shrub with True Red Reblooming Flowers

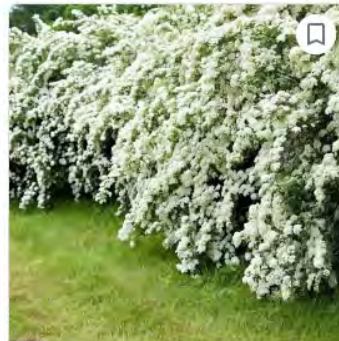
4.5 ★★★★★ 101

Flower

**\$41.05**

[Home Depot](#)

Free delivery & Free 90-day returns



Vanhouttei Spirea - 2-3 Feet Bareroot

3.8 ★★★★★ 7

Flower

**\$59.49**

[Nature Hills Nursery](#)

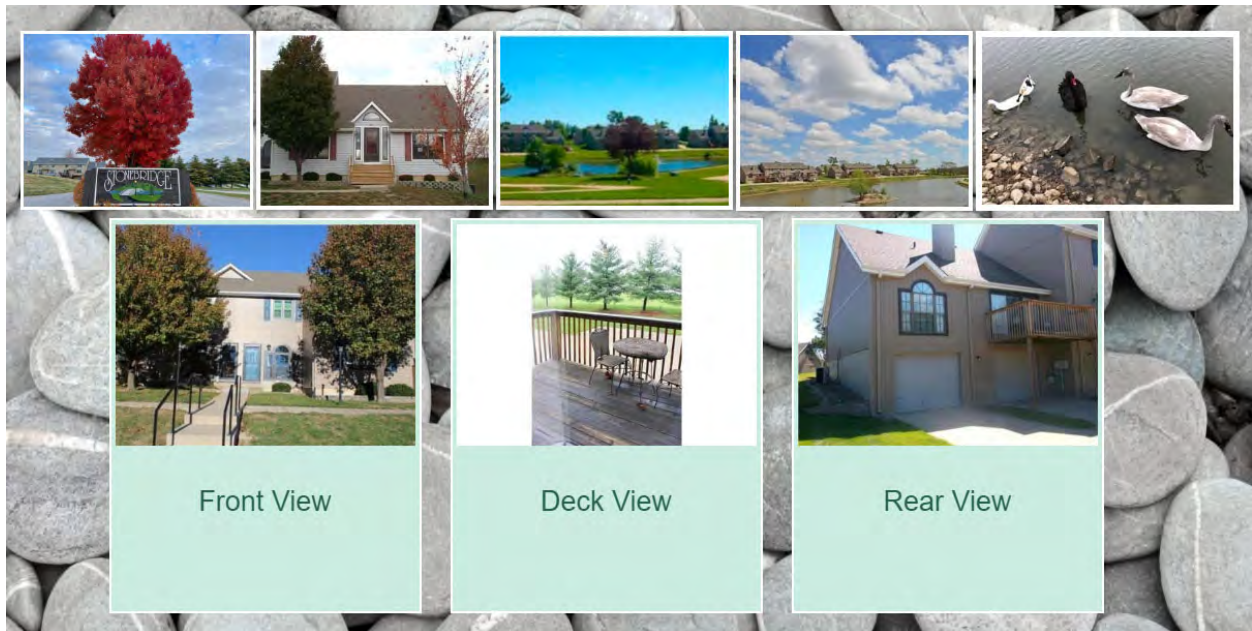
\$18.99 delivery

# **Photos of Proposed Project Area**

## Pictures from our HOA

And further information may be found at our website:

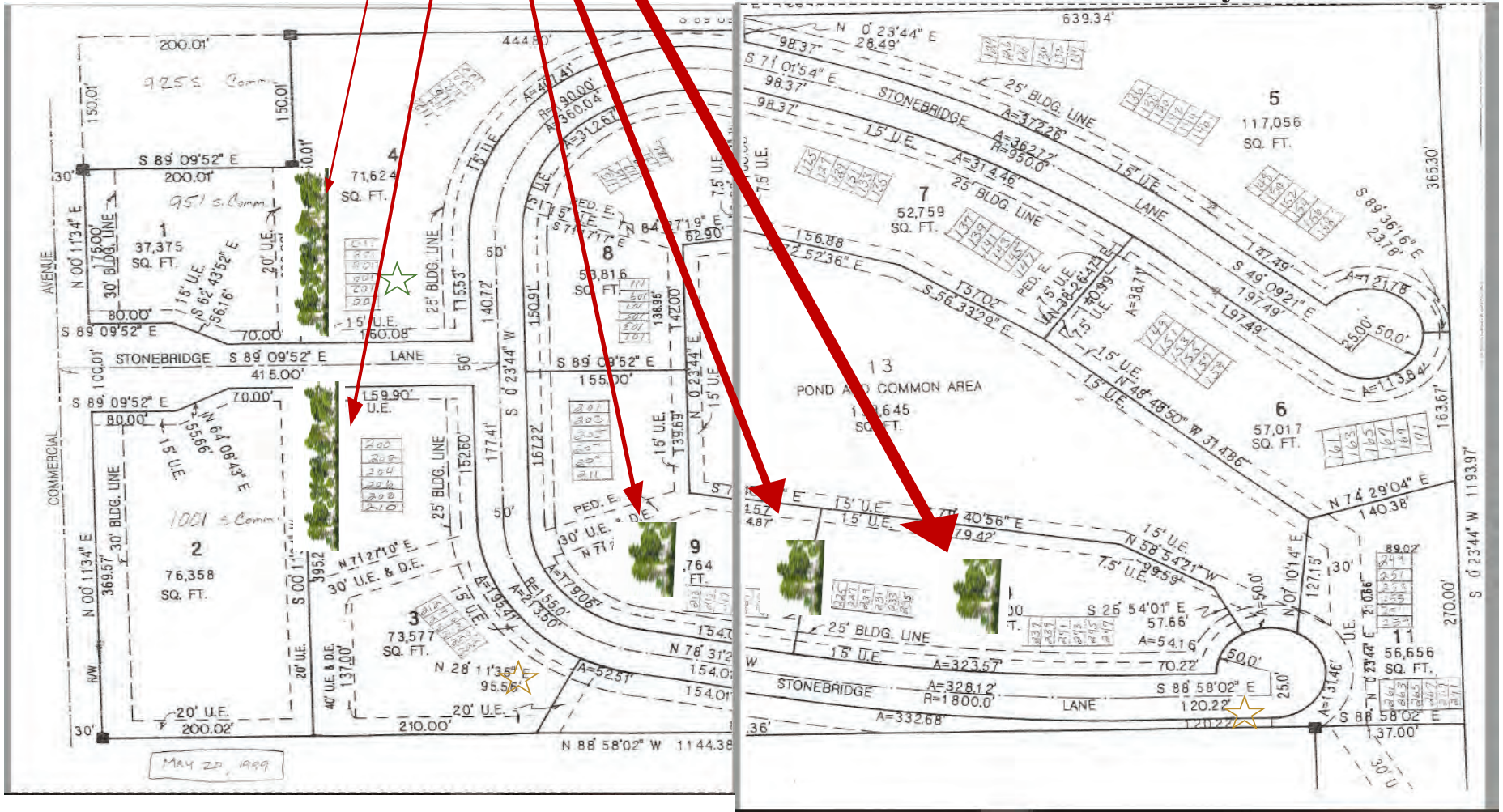
[www.stonebridgelanehoa.com](http://www.stonebridgelanehoa.com)



# **Plot Map of Proposed Work**

## (1) Trees

(2) Bushes - will be added to replace dead ones at fronts of all 16 buildings as well as entrance to community



(1) Trees to be installed

(2) Bushes to be installed

**STONEBRIDGE  
HOMEOWNERS ASSOCIATION**

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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**STONEBRIDGE HOMEOWNERS ASSOCIATION**  
**AMENDED DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED DECLARATION is made as of November 13, 2018, by the Stonebridge Homeowners' Association, successor in interest to Smithville Investment & Development Co., a Missouri Corporation (hereinafter called "*Declarant*"),

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in Article II of this Declaration and desires to develop thereon townhome residential units with permanent common areas and facilities for the benefit of said development; and

**WHEREAS**, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a planned community to be developed on the real property described in Article II and for the maintenance of the properties and improvements thereon, and to this end, desires to subject the real property, together with such additions as may hereafter be made thereto, to the covenants, conditions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

**WHEREAS**, Declarant has deemed it desirable, for the efficient preservation of the values in said development to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and facilities, maintaining certain parts of the residential properties located in the development, administering and enforcing the within Covenants, Conditions and Restrictions and collecting the disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has caused or will hereafter promptly cause to be incorporated under the laws of the State of Missouri, as a Not-For-Profit Corporation without capital stock, Stonebridge Homeowners' Association for the purposes of carrying out the powers and duties aforesaid, as hereinafter more fully set forth;

**NOW, THEREFORE**, Declarant hereby declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (sometimes called "*Covenants and Restrictions*") hereinafter set forth, all of which are declared and agreed to be in aid of a plan for improvement of said real property, and shall run with and bind the real property, and shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, and any person acquiring or owning an interest in said real property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof, who holds such interest solely as security for the performance of an obligation:

## **ARTICLE I DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) “*Association*” shall mean and refer to the Stonebridge Homeowners’ Association, a Missouri Not-For-Profit Corporation and its successors and assigns.

(b) “*Board of Directors*” or “*Board*” shall mean and refer to the Board of Directors of the Stonebridge Homeowner’s Association.

(c) “*Properties*” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplementary Declaration prepared and filed of record pursuant to the provisions of Article II hereof.

(d) “*Common Properties*” shall mean and refer to those areas of land designated as Common Areas or Facilities on the recorded plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association, owners and the tenants and invitees of each, or subject to the control thereof, together with any and all such improvements that are now or may hereafter be constructed thereon. In this Declaration Common Properties shall include, without limitations the following:

(i) All real estate owned in fee simple by the Association evidenced by the warranty deed or deeds from the Declarant to the Association, recorded in the Office of the Recorder of Deeds of Clay County, Missouri.

(ii) All structures, trees, landscaping, lighting equipment, decorative equipment and other improvements located upon real estate owned by the Association.

(iii) All paved private drives, streets, and open parking areas, together with sidewalks, paths and the like, located upon real estate owned by the Association.

(iv) All installments of central services for the benefit of more than one owner such as television antennae, trash receptacles, pipes, wires, conduits, sewers, waterlines and other public utility lines and facilities situated thereon.

(v) All easements, rights and appurtenances belonging thereto, necessary to the existence, maintenance and safety of the property and improvements constructed thereon.

(vi) All personal property owned by the Association intended for use in connection with the operation of structures and other facilities of the Association.

(vii) All patios and decks adjoining a unit.

(viii) All of the Properties not within a “unit” or “unit tract”.

(e) “*Lot*” shall mean and refer to a plot of land shown upon the recorded plat of the Properties and any Certificate of Survey filed of record thereafter, upon which townhomes, patios and other improvements are constructed.

(f) “*Building*” shall mean a structure containing six (6) units located upon a lot.

(g) “*Unit*” shall mean a single townhome located upon a lot within the Properties. Each Unit shall have a separate legal description for purposes of identification and transfer of ownership to an Owner or Owners. “*Unit tract*” shall mean the real estate upon which a Unit is or will be constructed. The area of a unit or unit tract shall be computed from the outside wall, if any, or from the center of any common wall to the center of the opposite wall appurtenant thereto. The same legal description shall be used to describe a “unit” and the “unit tract” upon which the unit is or will be located. There shall be two (2) buildings per lot and six (6) units/unit tracts per building. Each building shall be described by using a different letter or letters and the units/unit tracts in each building shall be numbered 1, 2, 3, 4, 5 and 6. The building and the units/unit tracts shall be shown upon a recorded Certificate of Survey which describes the lot upon which the building and units/unit tracts are or will be located and which shows the location of each building and each unit/unit tract on said lot. For purposes of identification, transfer and conveyance, a unit/unit tract shall be described by referring to the unit number, building letter and lot number shown upon a recorded Certificate of Survey.

(h) “*Owner*” shall mean and refer to the record Owner, whether one or more persons are entities, of the fee simple title to any Unit or Unit tract which is a part of the Properties but notwithstanding an applicable theory of mortgages, deeds of trust or other security devices, shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to power of sale, foreclosure or any proceeding in lieu thereof.

(i) “*Member*” shall mean and refer to each Owner as provided herein in Article III.

(j) “*Declarant*” shall mean Stonebridge Homeowners Association its successors and assigns.

(k) “*Existing Property*” shall mean and refer to the real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.1 of Article II.

(l) “*Mortgagee*” shall mean and refer to the holder of a first or second deed of trust, mortgage or other equivalent lien on a Unit.

(m) “*Quorum*” shall mean whether in-person or by-proxy, voters in good standing constituting not less than thirty percent (30%) of all eligible Unit votes that may be cast at any meeting shall constitute a quorum at such meeting.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO**

Section 2.1 Existing Property. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration (hereinafter defined as "*Existing Property*") is located in Smithville, Clay County, Missouri, and is more particularly described in Exhibit "A" which is attached hereto and made a part hereof as though more fully set forth herein.

Section 2.2 Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

Section 2.3 Units and Unit Tracts. There are 96 Units constructed on the Existing Property, with each Unit tract having one (1) Unit located thereon.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 3.1 Qualification. Every person or entity who is a record Owner of a fee or undivided fee interest in one or more Units or Unit tracts on the Properties subject to the Covenants, Conditions and Restrictions established by this Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Unit/Unit tract which is subject to the Covenants, Conditions and Restrictions established by this Declaration. Record ownership of such Unit or Unit tract shall be the sole qualification for membership. Members shall be entitled to one vote for each Unit or Unit tract in which they hold the interest required for membership by this Article whether or not the dwelling unit has been constructed. Voting rights shall be determined on the basis of one (1) vote per Unit or Unit tract. When more than one (1) person holds such interest in any Unit or Unit tract, all such persons shall be Members and the vote for such Unit or Unit tract shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any one Unit or Unit tract. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their rights to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Unit or Unit tract, it will thereafter be conclusively presumed for all purposes that he/she or they were acting with the authority and consent of all other Owners of the same Unit or Unit tract. In the event more than one vote is cast for a particular Unit or Unit tract, none of said votes shall be counted and said votes shall be deemed void.

Section 3.2 Voting Classes. The Association shall have only one class of Membership and Members.

## **ARTICLE IV**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

Section 4.1 Members' Easements of Enjoyment. Subject to the provisions of Section 4.3 of this Article IV, every Member shall have a non-exclusive and non-severable right and easement of enjoyment in and to the Common Properties in common with all Members, and

such easement shall be appurtenant to and shall pass with the title to every Unit or Unit tract, and may not be severed therefrom. Such rights and easement shall be for the use of the Common Properties in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights and easements of other Owners.

Section 4.2 Title to the Common Properties. The Declarant may retain the fee simple title to the Common Properties until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey fee simple title to the Common Properties to the Association not later than December 31, 1995.

Section 4.3 Extent of Members' Easements. The rights and easements of Enjoyment created hereby shall be subject to the following:

(a) The rights of the Association to prescribe regulations governing the use, operation and maintenance of the Common Properties;

(b) The right of the Association in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Properties and facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage the Common Properties;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against mortgage default and/or foreclosures; provided always, however, that the same are in conformity with the other provisions of the Declaration;

(d) The right of the Association to suspend the voting rights and right to use any recreational facilities by an owner for any period during which any assessment against his/her unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(e) Use of adjoining patio/deck. Each Member shall have the exclusive right for use of the patio/deck adjoining the Member's Unit, subject to the Association's right to enter upon the patio/deck to maintain, repair and perform such other work upon the patio/deck as may be required from time to time as part of the Association's responsibility for the common properties under this Declaration of Covenants, Conditions and Restrictions.

(f) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-ways and/or easements for access or for the construction, reconstruction, maintenance and/or repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such licenses, rights-of-ways and/or easements shall be unreasonably inconsistent with the rights of the Members to the use and enjoyment of the Common Properties, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded;

Section 4.4 Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary the Association shall have no right to suspend, limit or encumber, either temporarily or permanently, any of the rights created and described in Section 4.1 above for any reason whatsoever, or the right of any Owner to use and enjoy the drives, streets, parking, areas, walks, entrances and exits on the Common Properties.

Section 4.5 Delegation of Right of Use. Any Member of the Association may delegate his/her rights to the use and enjoyment of the Common Properties to the members of his/her family who reside with him/her and/or to his/her guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Unit (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) hereby covenants and agrees and shall be deemed to covenant and agree to pay the Association or its nominee: (1) Annual assessments or charges, and (2) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit and undivided interest in the real property of each Owner against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees as hereinafter provided, shall also be the continuing personal obligation of the person who as the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass from a selling owner to successors in title but shall become a joint and several debt of the buyer and seller, each with a right of contribution from the other based upon the prorated share of the respective ownerships during:

- (a) The assessment year applicable for any regular assessment; and/or
- (b) The period over which a special assessment shall be paid.

Section 5.2 Purpose of the Annual Assessments. The Annual Assessments when levied by the Association may be used for the following expenses, reserves and purposes:

(a) Promotion of the health, safety and welfare of those persons residing within the Properties:

(b) Routine repair, maintenance, care and operation of the Common Properties and all other common facilities situated upon the Common Properties, including, but not limited to, the repair and replacement of any paved areas on the Common Properties; maintenance as to water tightness (exclusive of repair of casualty damage) of the roof of each Unit, routine and periodic repairs, maintenance and care of the exterior of the Units;

(c) Management (and any required legal and accounting expenses of the Association) of the affairs of the Association and for the operation and/or care and maintenance

of the Common Properties, and all other property and improvements as herein set forth to be the responsibility of the Association;

(d) Ad valorem and other taxes, and insurance premiums, on the Common Properties owned by the Association;

(e) Exterior and yard maintenance as set forth in Articles VIII and IX.

(f) The payment of such other charges and expenses as may be elsewhere required or authorized by this Declaration of Covenants, Conditions and Restrictions, or that the Board of Directors of the Association may, from time to time, determine necessary or desirable to meet the purposes of the Association.

Section 5.3 Basis of Annual Assessments. Annual Assessments of charges shall remain constant from January 1 through December 31 of each year and shall be subject to the following limitations thereon. There shall be no Annual Assessments until fifty-one (51%) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting, vote to establish Annual Assessments and set the amount thereof.

(a) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year, plus the amount by which ad valorem real estate taxes, utility charges and casualty and other insurance premiums payable by the Association have increased over amounts payable for the same or similar items for the previous year, without a vote of the membership.

(b) From and after January 1st of the calendar year immediately following the establishment of the first Annual Assessment, the maximum Annual Assessment may be increased above the amount provided in paragraph (a) of this Section 5.3 by a vote of fifty-one (51 %) percent of a quorum of all the Members who are present and voting in person or by proxy, at a meeting called for this purpose by not less than ten (10) nor more than forty (40) days' notice in writing to each Member stating the time, purpose and place of said meeting.

(c) After consideration and determination of current routine repairs, maintenance, care and operational costs and other needs of the Association, the Board of Directors shall levy the Annual Assessments for each Unit at an amount not in excess of the maximum allowable by this Section 5.3.

Section 5.4 Special Assessment. In addition to the Annual Assessments or charges for the purposes described in Section 5.2 of this Article V subject to approval by the affirmative vote of sixty-six percent (66%) of a quorum of all the Members who are present and voting in person or by proxy, the Association may levy in any assessment year a Special Assessment, applicable to the terms negotiated with a financial institution for a maximum of ten (10) years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, and estimated repairs or replacement of any capital improvements, or for such other purposes as the Board of Directors of the Association may consider appropriate. No such Special Assessment,

however, shall be authorized without a meeting of the Members called for this purpose, by no less than ten (10) nor more than forty (40) days' advance notice in writing to each Member stating the time, purpose and place of said meeting. Any such Special Assessment shall be due and payable to the time and in the manner as approved by two-thirds (2/3rds) percent of all the Members who are present and voting in person or by proxy at said meeting.

Section 5.5 Excess. Any year in which there is an excess of assessments received over moneys actually used for the purposes described herein, such excess may, at the discretion of the Board of Directors: be applied against and reduce the subsequent year's annual assessment; be retained in reserve by the Association; or be refunded to the Members.

Section 5.6 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Units; and all such assessments shall be collected on a quarterly basis, i.e., one-fourth (1/4th) of the total assessment on each Unit each quarter; provided, that the Board of Directors may levy and collect assessments on a monthly, semi-annual or annual basis after approval of the same by resolution. Both Annual and Special Assessments shall be due and payable to the Association or its nominee on the 1st day of each quarter in equal quarterly installments unless otherwise provided as aforesaid.

Section 5.7 Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment for each Member shall commence on the date set by the Members at the meeting establishing the Annual Assessment and shall constitute a lien on the date the Annual Assessment commences. Except as herein above provided, the quarterly installments of each such Annual Assessment for any Unit for any quarter after the first quarter shall become due and payable to the Association or its nominee and a lien on the first day of each successive quarter. Any Member may prepay one or more installments on any Annual Assessment or Special Assessment levied by the Association, without premium or penalty. Annual Assessments may also be paid by, for or on behalf of Unit Owners by their respective mortgagees or holders of deeds of trust of record thereon under such terms and agreements as the Association may from time to time deem appropriate by action of its Board of Directors.

Section 5.8 Duties of the Association's Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of and the time when due of each installment of the assessment against each Unit for each assessment period and prepare a roster of the Units and assessment applicable thereto.

(b) The Association shall notify the Owners in writing of the assessments.

(c) The Association shall enforce the payment of assessments in accordance with the provisions of Section 5.10 of this Article V.

(d) No Member of the Board or any Committee of the Association or any officer of the Association, or Declarant, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice, suffered or claimed on account of any act, omission, error or negligence of the Association, the

Board, the Manager, if any, or any other representative or employee of the Association, the Declarant, or the Architectural or Environmental Control Committee or any other Committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as then may be possessed by him/her, acted in good faith without willful or intentional misconduct.

Section 5.9 Equitable Adjustments - Supplementary Declaration of Covenants, Conditions and Restrictions. In the event that any Supplementary Declaration of Covenants, Conditions and Restrictions made pursuant to the provisions and requirements of Section 2.2 of Article II hereof provides that a greater or lesser level of services shall be provided by the Association with respect to the real property and the improvements thereon described in such Supplementary Declaration of Covenants, Conditions and Restrictions, then such Supplementary Declaration of Covenants, Conditions and Restrictions may provide for a different basis for the establishment of Annual and Special Assessments with respect to such real property and the improvements thereon and the Association, acting by and through its Committee, is hereby authorized and directed to make equitable adjustments in the procedures herein set forth for the establishment of Annual and Special Assessments to reflect the different level of services.

Section 5.10 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner, the Lien; Remedies of Association, Maintenance and Enforcement of the Lien by the Declarant Board; Notice to Mortgagee.

(a) If any assessment or any part thereof is not paid on the date when due, as herein provided, then the unpaid amount of such assessment shall become delinquent and together with such interest, late fees, all costs of collection before and after suit including reasonable attorneys' fees, shall become a continuing lien on the Unit or Units of the delinquent Owner which shall bind such Unit or Units in the hands of the then Owner, his/her heirs, executors, devisees, personal representatives, successors and assigns. No Member may waive have waived, or otherwise, escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his/her Unit.

(b) If any assessment or part thereof is not paid within ten (10) days after the due date, the unpaid amount of such assessment shall bear interest from the due date at the rate of ten (10%) percent per annum, and shall further subject the delinquent Member to pay a penalty or "late charge" of not less than \$50/month, but at the Board's discretion such late charges may be increased by not more than 5% per year. A special assessment, may include a higher or lower interest rate, late charges or both so long as the same are included in the resolution presented to the Membership for vote.

(c) The Association may bring an action at law or equity against any Member or former Member delinquent in paying assessments, and in such an action the Association may seek judgment for the entire assessment and shall not be limited to only that portion then due and owing. The action may seek to enforce payment by any lawful means including foreclosure of any lien held by the Association against the Unit or Units then belonging to a delinquent Member in the same manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Missouri, containing a power of sale, and subject to the same requirements, both substantive and procedural, or as may be otherwise from time to

time be provided by law, and in either of which events there shall be added to the amount of such assessment the costs of preparing and filing the complaints in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action. Suit for a money judgment for unpaid assessments shall be maintainable by the Association without foreclosure or waiving the lien securing same.

(d) The Association shall, by its own action or upon request of the holders of the first or second mortgagees or deeds of trust on any Unit or Units, notify the mortgagees of any Unit or Units for which any assessment levied pursuant to this Declaration become delinquent for a period of thirty (30) days or more, and in any other case where the Owner of such Unit or Units is in default with respect to the performance of any other obligation hereunder for a period of thirty (30) days or more, but any failure to give, or to request, such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities established in this Article. The Association shall take no action or foreclose the lien herein provided as security for the payment of assessments, except after notice in writing to the mortgagee of record of the Units involved if such holder or holders have given the Association its or their address to which such notices are to be mailed.

(e) Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors Association and be declared due and payable in full.

Section 5.11 Priority of Lien. The liens established by this Declaration shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and Special Assessments for real estate taxes, on the Unit;

(b) The lien of the assessments or charges, regular and special provided for herein, shall be subordinate and inferior to the lien of any first or second mortgage or deed of trust now or hereafter placed upon any Unit subject to assessments or charges; provided, however, that such subordination shall apply only to the assessment or charge which becomes due and payable prior to the sale, decree of foreclosure of any such mortgage or pursuant to the terms and conditions of any such deed of trust or deed in lieu of foreclosure. Said sale or deed in lieu of foreclosure shall not relieve such Unit from liability for the amount of any assessments or charges thereafter becoming due, nor from the lien of any said subsequent assessment or charge. Any mortgagee who comes into possession of any Unit pursuant to the remedies provided in the first and/or second mortgage or deed of trust or who acquires title of any Unit pursuant to foreclosure or deed (or assignments) in lieu of foreclosure, shall pay all accrued assessments, back dues, unpaid insurance premiums and all applied penalties before closing on said property, thus rendering Stonebridge whole.

(c) No amendment to this Declaration shall affect the rights of the holder of any mortgage (or the indebtedness secured thereby) recorded prior to the recordation of such

amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

(d) The Board of Directors may, in its sole and absolute discretion, extend the provisions of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto as herein provided.

Section 5.12 Definition. As used in this Declaration, the term “mortgage” shall include a first or second mortgage and a first or second deed of trust and the terms “holder” and “mortgagee” shall include the party secured by any first or second mortgage, first or second deed of trust or any beneficiary thereof.

Section 5.13 Maintenance Agreement. The proper officers of the Association may enter into a maintenance agreement to provide for the maintenance which the Association is obligated to provide under this Declaration.

## **ARTICLE VI INSURANCE**

Section 6.1 Insurance to be Obtained and Maintained by the Association. The Association shall have the right and obligation to obtain and continually maintain property damage insurance, comprehensive public liability insurance and such other insurance as the Association shall determine from time to time to be necessary for the Association. Pursuant to Section 5.2 above, the Association may charge Members for Members’ prorated share of such coverage. Such insurance charges may be included in the annual assessment or a separate item and charge collectable in addition to and in the same manner as an annual assessment.

Section 6.2 Insurance to be Obtained and Maintained by All Members. Members are responsible for maintaining insurance coverage for their Units, Unit Tracts, improvements and betterments thereon, personal property, and premises liability. The Association has no duty, obligation or right to obtain such coverage.

## **ARTICLE VII ARCHITECTURAL CONTROL**

Section 7.1 Architectural and Environmental Control. The Association shall maintain strict control of all architecture, environment and any aesthetic aspects of the Stonebridge development and those parts of the properties subject to this Declaration visible from any public property, common area or public highway, street, road thoroughfare or Common Area.

(a) Except for purposes of proper maintenance and repair, no building, fence, wall or other improvements or structures shall be commenced, directed, placed, moved, altered, or maintained upon the Properties, nor shall any exterior addition or other change (including change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and/or proposed form of change (including, without limitations, any other information specified by the Board of Directors) shall have been submitted to and approved in writing by the Board of Directors as to safety, harmony of external, design, color and location in relation to surrounding

structures and topography with the Stonebridge design concept. The Board may from time to time, adopt and promulgate such Rules and Regulations regarding the form and content of such plans and specifications.

(b) Until the complete Plans and Specifications, showing the location, nature, shape, heights, material, color, type or construction and/or other proposed form of change (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in writing by the Board of Directors as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the Stonebridge design concept, it shall be prohibited to:

(i) install, erect, attach, apply, paste, hinge, screw, nail, build, alter, plant, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, hedges, landscaping, features, wall, aerials, antennas, satellite dishes, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any improvements constructed upon any Unit or upon any of the Common Properties, or

(ii) to remove or alter any windows or exterior doors of any Unit, or

(iii) to make any change or alterations within any Unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operating or insuring any of the Common Properties or impair any easement.

**Section 7.2 Architectural and Environmental Control Committee.** The Board of Directors shall fulfill its duties under this Article VII in the same manner as any other obligation set forth herein, except that at the Board's discretion, the Board of Directors may appoint a committee of Members to fulfill the Board's duties as outlined in this Article VII. In the event the Board shall appoint such an Architectural and Environmental Control Committee to act on the Board's behalf, that committee shall be composed of no less than three (3) Members in good standing. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article. Any such action of the Committee may be overruled or modified by the Board of Directors so long as the Board gives Notice within thirty (30) days that it shall so act, and that the Board makes its final decision within another sixty (60) days following such Notice.

**Section 7.3 Decisions of the Board relating to Architecture or Environment.** After approval or denial by the Board of any plans and specifications submitted pursuant to the provisions of this Article VII, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Association and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Board fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such

plans and specifications (and all other materials and information required by the Board) have been submitted to it in writing, then formal written approval will not be required and this Article will be deemed to have been fully complied with and the proposed plan approved. In the event construction is not commenced within six (6) months following the formal approval or deemed approval of said plans and specifications, then such approval shall be conclusively deemed to have lapsed, and compliance with the provisions of this Article shall again be required.

Section 7.4 Certificate of Conformance. If requested by the Owner, the Board shall issue a certificate of compliance upon the completion of any construction or alterations or other improvements in accordance with the plans and specifications so approved.

## **ARTICLE VIII EXTERIOR MAINTENANCE**

In addition to the routine maintenance, repair and care of the Common Properties and other common facilities, the Association shall provide routine repair, maintenance and care (exclusive of repair of casualty damage and glass surfaces) of the exterior surfaces of each Unit. The Association shall also paint the exterior of the Units (base to top) and/or undertake the repair and replacement of any paved areas on the Common Properties. The frequency and times, and the materials to be used in the performance of all maintenance to be performed by it shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. In the event that the need for maintenance or repair to any Unit is caused through the willful or negligent act of an Owner, his/her family, guests or invitees, the costs of such maintenance and repairs shall be added to and become an additional assessment, over and above any Annual Assessment for which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of any other Assessment.

Front door, garage doors, windows, screens, storm doors, and sliding glass door changes/alterations need approval of Association.

## **ARTICLE IX YARD MAINTENANCE**

The Association shall provide routine maintenance in the care of all yards, lawns and other areas of the Properties, including the mowing and watering thereof. The frequency and times, and the quantity of water and labor to be used, shall be in the sole discretion of the Board of Directors of the Association and not subject to the control of any Owner. Each Owner shall, however, be responsible for the maintenance of plantings and the like belonging to him/her, and not part of the original landscaping of the Units. In the event that the need for additional or extra maintenance, mowing, water or the like is caused by or through the willful or negligent act of an Owner, his/her family, guests or invitees, the costs of such additional maintenance, utilities or materials shall be added to and become an additional assessment, in addition to any Annual Assessment to which such Owner's Unit is subject and unless paid by or on behalf of said Owner within thirty (30) days after written demand therefore, shall be enforceable and secured by a lien as in the case of said Annual Assessment.

## **ARTICLE X USE RESTRICTIONS**

Section 10.1 Prohibited Uses Nuisances. Except with the prior written approval of the Board of Directors, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Units or the Common Properties and all other common facilities:

(a) All buildings or structures on the Properties shall be of new construction. Each Unit conveyed shall be designated by a separate legal description and shall constitute a fee simple estate subject to the terms, conditions and provisions hereof.

(b) No noxious or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done therein or thereon which may be or become an annoyance or nuisance and in the event such annoyance or nuisance shall occur, the same shall be removed forthwith. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other device, except such devices as may be used exclusively for security and fire purposes, shall be located, installed, or maintained upon the exterior of any improvement located upon the Properties or the Common Properties

(c) The maintenance, keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number shall be and is hereby prohibited on any Unit or within any such Unit, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for commercial purposes and, provided, further, that such domestic pets are not a source of annoyance or a nuisance to the neighborhood or other Owners. The Board of Directors or, upon resolution of the Board of Directors shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance to other Members or Members' guests and such determination shall be conclusive. Pets shall not be permitted upon the Common Properties unless accompanied by an Owner and unless they are carried or leashed. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law or city ordinance. No dog run, dog house, kennel or other animal, domestic animal, or household pet pen, enclosure, housing or sheltering facility shall be constructed or maintained upon the Properties or Common Properties. The Board of Directors shall have the right to adopt such additional Rules and Regulations regarding pets as it may from time to time consider necessary or appropriate.

(d) No burning of any trash and no accumulation or storage of litter, lumber, scrap materials, bulk materials, wastes or trash of any other kind shall be permitted on or in any Unit or the Common Properties.

(e) Except as approved by the Association, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or other machinery or equipment of any kind or character (except for such equipment and/or machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Unit and except for such equipment and/or machinery as the Association may require in connection with the maintenance and operation of the Common Properties and other common facilities) shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance

of automobiles or other vehicles be carried out thereon. The Association may provide and maintain a suitable area designated for the parking of such vehicles or the like. No inoperable vehicle of any kind nor any vehicle without current safety inspection or license tags may be kept on any Unit, yard, driveway or streets in front of any Unit at any time.

(f) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept and maintained upon any Unit. Garbage, trash and other refuse shall be placed in covered containers.

(g) No Unit shall be divided or subdivided without the prior written approval of the Association. The provisions hereof shall not be construed to prohibit the granting of any easement and/or right-of-way to any public utility or other public body or authority.

(h) Except for hoses and the like which are reasonably necessary in connection with normal lawn or plant maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone line, electrical line or cable, television cable or similar transmission line, or the like shall be installed or maintained on any Unit above the surface of the ground or beyond the exterior of such Unit.

(i) No natural landscaping, or landscaping provided as part of the original development or thereafter by the Association, shall be removed from any unit or the Common Properties without written approval of the Association acting through the Board of Directors.

(j) No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, staple, outdoor clothes dryer, playhouse, shed, or other buildings or structure shall be erected, used or maintained on, around or about any Unit at any time.

(k) Except for entrance signs, directional signs for traffic control or safety and such promotional sign or signs as may be maintained by the Association, no signs, billboards, objects, or advertising devices of any character shall be erected, posted, displayed, or permitted to remain upon, in or about any Unit, including without limitation window signs. No awnings, canopy or shutter shall be affixed to or placed upon any exterior wall or roof of a Unit.

(l) No structure, planting or other materials shall be placed or permitted to remain on or about any unit which may damage or interfere with any easement for the installment of maintenance of utilities, or which may unreasonably change, obstruct or retard direction or flow of any drainage channels.

(m) No Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(n) All fixtures and equipment installed within a Unit shall be maintained and kept in repair by the Owner thereof. Any Owner shall not do any act nor any work that will impair the structural soundness or integrity of any Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect one or more of the other Units or any Member.

(o) No vehicle shall be parked on the driveways so as to obstruct the normal ingress and egress to any Unit, except for the reasonable needs of emergency, construction, or service vehicle for as brief a period of time as reasonably possible.

(p) Units may be leased or rented but any such leasing or tenancy agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and all rules promulgated by the Association, all of which shall be incorporated by reference and made a part of said leases. Leases shall provide that any failure by tenants and their guests to observe and comply with lease terms shall constitute breach and default. In the event that default shall be for failure to comply with the Association's Covenants, Bylaws or any duly promulgated rules, then at the Board's discretion, a breaching or defaulting tenant may be declared to be detaining the premises unlawfully, and shall therefore be subject to suit by the Association in the name of Owner for unlawful detainer, eviction, possession or other such actions as may be available from time to time.

(q) No antennas, aerials, satellite dishes, or other apparatus for the transmitting and receiving of radio or television signals shall be erected or maintained upon the exterior of any Unit or building.

(r) The Board of Directors may issue such other bylaws, rules and regulations regarding prohibitions and use of Common Areas and property, both real and personal, owned or managed by the Association.

Section 10.2 Residential Use. All Units shall be used for private residential purposes exclusively.

Section 10.3 Enforcement - Right to Remove or Correct Violations. In the event any violation or attempted violation of any of the covenants or restrictions contained herein shall occur or be maintained upon any Unit or Unit tract without the Association's approval as required herein, such violation shall be promptly removed or abated. In the event same is not removed, or the violation is not otherwise terminated or abated, within fifteen (15) days or such shorter period as may be required in the notice to remove or abate issued by the Board, delivered to the Owner or tenant of the Unit upon which such violation exists, or to the Member responsible for such violation if the same shall be committed or attempted on premises other than the Unit owned by such member, then at the Board's discretion, the Association shall have the right, through its agents and employees to remove or otherwise abate such violation and the costs therefore shall be charged as an assessment against the Member or Members responsible for the violation. Collection and enforcement of such an assessment shall be per the same rules and procedures as any other assessment described herein.

Section 10.4 Association's Right of Entry and Inspection. The Association shall have the further right, through its Board, agents, employees or committees, to enter upon and inspect any Unit at any reasonable time for the purpose of ascertaining whether violations of the provisions of this Declaration, exist on or in such Unit; and neither the Association, its Directors, Officers, Members, Agents nor employees shall have committed trespass or other wrongful act by reason of such entry or inspection. Each and every provision hereof shall be deemed an

equitable servitude running with the land and may be specifically enforced. Nothing herein shall be deemed to limit any remedies available to the Association, and the Association may avail itself of any other remedy at law or in the equity as may be available from time to time.

## **ARTICLE XI GENERAL PROVISIONS**

Section 11.1 Duration. Unless amended in accordance with the provisions of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Stonebridge Homeowners' Association, or the Owners of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date that this Declaration is recorded, after which time the said Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Units has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions, or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided, further, that no such agreements to change shall be applicable so as to require the change of any Member's structures as then existing, but any and all voluntary modifications or reconstruction, voluntary or otherwise, of now existing structures shall be in conformance with this Declaration or such amendments as may exist at the time plans are proposed for the change or reconstruction.

Section 11.2 Amendment. Amendments to the Covenants may be proposed by the Board of Directors or any group of Members owning not less than ten percent (10%) of the Units. Such membership groups shall submit their proposed amendment, in writing, signed by each Member who comprises any part of the aggregate ten percent (10%). Any proposed amendments shall be included in the next Notice for the next following membership meeting, whether the regular annual meeting or a special meeting. At the next such meeting, each proposed change shall be agreed to by not less than sixty percent (60%) of the eligible Member votes and NOT a mere sixty percent (60%) of a quorum; however, if at least sixty percent (60%) of an attending Member quorum shall vote in the affirmative, the proposed amendment may remain open for an additional thirty (30) days during which time Members may register a written vote in favor of the proposed change. In addition, Members who had attended the meeting may in writing change their vote one time during the additional thirty (30) days. At the end of thirty (30) days, the Association Secretary shall tabulate the votes, and if not less than sixty percent (60%) of the eligible Member votes are in favor, the amendment shall be passed. The Secretary shall then cause to be recorded an instrument signed by not less than two (2) Board Directors declaring the actual vote which represented not less than sixty percent (60%) of the eligible Member votes.

Section 11.3 Construction. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of Stonebridge.

Section 11.4 Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against anyone violating or attempting to violate any Covenants, Conditions or Restrictions, either to restrain or enjoin violations or to recover damages, or both, and against any Unit to enforce the lien created hereby; and the failure or forbearance by the Association or any Member to enforce any Covenant, Condition or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter nor in any way comprise an estoppel to any later enforcement. The provisions hereof may be enforced, without limitation, by the Association or by any Member in good standing. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach or attempted violation or breach of any of the within Covenants, Conditions or Restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 11.5 Limitations of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Annual Assessment funds or for the injury to person(s) or damage to property caused by the elements or resulting from water which may leak or flow from any portion of the Common Properties and other common facilities, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of any personal property which may be stored upon the Common Properties or other common facilities. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience, discomfort or any other reason arising from the making of repairs or improvements to the Common Properties and other common facilities or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order of directive of any governmental authority having jurisdiction over any portion of Stonebridge.

Section 11.6 Rights of Mortgagees. The holders of the first and second mortgages or deeds of trust of record on any Unit or Unit tract may, jointly or singly, pay taxes, assessments, fees or any other charges which are in default and which may have become a charge against any of the Common Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such property, and the holders of the first and second mortgages or deeds of trust of record on any Unit or Unit tract making such payments shall be owed immediate reimbursement therefore from the Association. Anything herein to the contrary notwithstanding, no provision of this Declaration or of any similar instrument pertaining to any Unit or Unit tract within Stonebridge shall give any Member or any other party priority rights over any Unit/Unit tract first or second mortgage holder or trustee by a deed of trust of record on any Unit on any distribution to a Member(s) for casualty loss insurance proceeds or condemnation awards for losses to or a taking of Common Properties or Townhome Unit or Unit tracts. Upon reasonable notice, the holders of all such first and second mortgages or deeds of trust of record jointly and severally shall have the right to inspect the books and records of the Association at any time during normal business hours.

Section 11.7 Voting. Unless otherwise expressly described herein, whenever in this Declaration an action is required to be taken by a specified percentage of the then Members of the Association, then such action shall be required to be taken by the specified percentage of the

then outstanding cumulative Association membership in good standing present and voting, in person or by proxy.

Section 11.8 Successors of Declarant. Any and all rights, reservations, interest, privileges and/or powers of the Declarant hereunder are hereby assumed by the Association.

Section 11.9 Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers any Unit or Unit tract, any deed purporting to effect such transfer shall contain a provision incorporating by reference the Covenants, Conditions and Restrictions set forth in this Declaration; but notwithstanding the failure to include such a provision in any such deed shall not affect the validity, priority or enforceability of the Covenants, Conditions and Restrictions set forth in this Declaration or against such sold or otherwise transferred Unit or Unit tract.

Section 11.10 Notification of Sale. Concurrently with the consummation of the sale of any Unit, Unit tract or undivided interest in the Common Properties or Properties under circumstances whereby the transferee becomes an Owner thereof or within ten (10) business days thereafter, the transferee shall notify the Association in writing of such sale. Such notification shall set forth, (i) the name of the transferee and his transferor, (ii) the street address of the Unit or Unit tract purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted, to be given by the Association, or its Board of Directors shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor.

Section 11.11 Notification as to Mortgagees. Each Owner shall notify the Association of the name and address of the mortgagee of such Owner's Unit, Unit tract and undivided interest in the Common Properties and Properties. Each Owner shall likewise notify the Association as to the release or discharge of such mortgages. In addition the mortgagee of a Unit or Unit tract may notify the Association of such mortgagee's identity and address and a description of the Unit or Unit tract which such mortgagee's mortgage encumbers. The Association shall provide such mortgagees as to which it receives notice pursuant to the provisions hereof with written notification as follows:

- (a) Written notification of at least ninety (90) days prior to the abandonment or termination of the Declaration or the Association;
- (b) Written notification of at least thirty (30) days prior to the effective date of any material amendment to any of the substantive provisions of the Declaration; and
- (c) Timely written notice of any condemnation or eminent domain proceeding affecting any Unit, Unit tract and undivided interest in the Common Properties and Properties or any part thereof.

Section 11.12 Definition. As used in this Article, the term "*Mortgagee*" shall mean any first and/or second mortgage holder or holder of a first deed of trust lien on a Unit subject to this Declaration and shall not be limited to the institutional mortgage holders, and the term "*Mortgage*" shall include a deed of trust. As used generally in this Declaration, the term

“*Institutional Holder*” or “*Institutional Mortgagee*” shall include banks, trust companies, insurance companies, credit unions, mortgage insurance companies, savings and loan associations, pension funds, real estate investment trusts, mortgage companies, the Declarant, and any corporation, including a corporation of, or affiliated with the United States Government, or any agency thereof.

Section 11.13 Articles of Incorporation and Bylaws. The Association may enact Articles of Incorporation and Bylaws relating to provisions applicable to notice and voting requirements for all actions to be taken by the Association except amendments to this Declaration. In any event, if any provisions set forth in this Declaration applicable to notice and voting requirements are in conflict with any provisions of Missouri Law applicable to notices and voting requirements on the date of this Declaration, or at any time after said date, the applicable provisions of Missouri Law shall control.

Section 11.14 Limitation of Liability and Indemnification.

(a) Corporate Debts. The Directors of the Association and the members of the Association shall not individually or personally be liable for the debts, liabilities or obligations of the Association.

(b) Damage or Loss. No member of the Board of Directors or any officer of the Association or any member of any committee of the Association shall be personally liable to any member of the Association or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board or any other representative or employee of the Association, or any committee or any officer of the Association, provided that such person has, upon the basis of such information as then may be possessed by him, acted in good faith without willful or intentional misconduct.

(c) Indemnification. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the interest of the Association, by reason of the fact that he/she is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, partnership, joint venture, trust or other enterprise, against expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association and with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

(d) The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the

interest of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the Court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

(e) To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (i) and (ii) of this section, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection with the action, suit or proceeding.

(f) Any indemnification under subsection (i) and (ii) of this section, unless ordered by a Court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or by the members.

(g) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

(h) The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaws, agreement, vote of members of disinterested Directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while Holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(i) This Association may purchase and maintain insurance on behalf of any person who is or was a director, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her

and incurred by him/her in any such capacity, arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this section.

Section 11.15 No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any of the Common Properties and other common facilities by a public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation, of any said Common Properties and other common facilities.

Section 11.16 Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11.17 Notices. All notices required to be given hereunder shall be deemed to have been constructively delivered when deposited with the United States Postal Service, first class mail, postage prepaid, addressed to the Owner at the street address assigned to the Owner's Unit or Unit tract, provided, however, actual notice may be delivered by any other means. Notice may be delivered to the Association by service upon the registered agent or any Board Director.

Section 11.18 Severability. In the event that any provision of this Declaration is declared unlawful or unenforceable, such provision shall be considered severable and it shall not invalidate the remainder of this Declaration which shall remain in full force and effect.

Section 11.19 Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 11.20 Reservation of Rights. The Association reserves the right and power to record by way of a Resolution of the Board of Directors and without a vote of the membership, a special amendment ("*Special Amendment*") to this Declaration at any time and from time to time (i) to comply with the requirements with the Federal National Mortgage Association, The Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first or second mortgages covering Units or Unit tracts. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Association acting by and through its Board of Directors to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage or deed of trust, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the Association's reservation of the power to make, execute and record Special Amendments. No Special Amendment made by the Association shall affect or impair the lien of any first or second mortgage upon a Unit or any

warranties made by an Owner in order to induce any of the above agencies or entitled to make, purchase, insure or guarantee the first or second mortgage on such Owner's Unit or Unit tract.

IN WITNESS WHEREOF, the Board of Directors of the Stonebridge Homeowners' Association, successor in interest of the Smithville Investment & Development Co., a Missouri Corporation, have executed this amended Declaration of the Covenants, Conditions and Restrictions in accord with the approval of the membership by way of affirmative votes out of 95 eligible voters in good standing, the vote having been completed on this \_ day of \_\_\_, 2022.

**STONEBRIDGE HOMEOWNERS ASSOCIATION**

By: [Signature]  
President

By: [Signature]  
Vice President

By: [Signature]  
Secretary

By: [Signature]  
Treasurer

STATE OF MISSOURI     )  
                                      ) SS.  
COUNTY OF CLAY     )

On this, 13 day of Dec, 2022 before me a notary public, personally appeared:

- 1) Susan M Lambrecht
- 2) Tina Wheatley
- 3) Carly Knight
- 4) Ennie Massie

all known to me (or satisfactorily proven) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged by each that execution was for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]  
NOTARY PUBLIC

My commission expires: 05-23-2024

*Amended Declaration of  
Covenants, Conditions and Restrictions*

**Jodi McCorkendale**  
Notary Public-Notary Seal  
State of Missouri  
Clay County  
My Commission Expires 5/23/2024  
Commission # 12346450

## **EXHIBIT “A”**

All of Lots 3 through 11, inclusive, and Lot 13, STONEBRIDGE, a subdivision of land in Smithville, Clay County, Missouri, under Plat recorded on May 11, 1993, as Document No. L 71554 in Cabinet D, Sleeve 18, in the Recorder’s Office of Clay County, at Liberty, Missouri.

**BYLAWS  
OF  
STONEBRIDGE  
HOMEOWNERS ASSOCIATION**

*October 15, 2022*

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**BYLAWS**  
**OF**  
**STONEBRIDGE HOMEOWNERS ASSOCIATION**

**ARTICLE I**  
**OFFICES**

The principal office of the Association shall be located at 199 Stonebridge Lane, Smithville, Missouri 64089. The Board of Directors shall be authorized from time to time to designate and change the principal office of the Association.

**ARTICLE II**  
**MEMBERSHIP**

Section 1. Requirements for Membership. The requirements and qualifications for membership in the Association shall be the same as set forth in the Stonebridge Declaration of Covenants, Conditions and Restrictions (hereinafter “Stonebridge DCCRs”), dated November 1, 2014 and recorded on November 3, 2014 as Document No. 2014032325 in Book 7293 at Page 74 in the Office of the Recorder of Deeds of Clay County Missouri, as amended from time to time.

Section 2. Voting Rights. The voting rights of members of the Association shall be the same as set forth in the Stonebridge DCCRs, as amended from time to time.

Section 3. Termination of Membership. Membership in the Association shall terminate when the member no longer is the record owner of a fee or undivided interest in one or more Units or Unit tracts, located on the property subject to the Stonebridge DCCRs.

**ARTICLE III**  
**MEETINGS OF THE MEMBERS**

Section 1. When and Where Held. All meetings of the members shall be held at such place or places as may be designated from time to time by the members or the Board of Directors and appearing in the Notice of Meeting.

Section 2. Annual Meetings. The annual meeting of the members shall be held on a Saturday in October at 4:00 PM for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Missouri, such meeting shall be held on the next succeeding business day. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall call the election to be held at a special meeting of the members as soon thereafter as is convenient.

Section 3. Special Meetings of Members. Special meetings of the Members may be called by the President, the Board of Directors or by members in good-standing representing not less than fifty percent (50%) of Stonebridge Units. The special meetings of the members shall be held at such place or places as may be designated from time to time in the notice of the meeting.

Section 4. Notice of Special Meetings. Written, printed, emailed, or mailbox posted notice stating the place, day and hour of the special meeting and the purpose(s) for which the special meeting is called shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally, by mail, email, website, mailbox posting, or such other reasonable means calculated to inform the Membership, by or at the direction of the President, or the Secretary or the officers or persons calling the meeting, to each Unit entitled to vote at such meeting, unless a different notification is required by the Stonebridge DCCRs. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to a Member at his/her address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Waiver of Notice. Any notice required by these Bylaws may be waived by the person entitled thereto by signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said required notice. Attendance at a membership meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he/she attends for the express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

Any corporate action may be taken at a membership meeting held without call or notice if attended by all Members in person or by proxy, or if all Members in writing waive notice of said meeting.

Section 6. Quorum. As defined by the DCCR.

Section 7. Voting by Mail. Where Directors/Officers are to be elected by the Members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member or his/her duly authorized attorney-in-fact. No proxy shall be valid after thirty (30) days from the date of its execution.

Section 9. Vote Necessary for Action. The vote of a majority of the votes entitled to be cast by the Members present at a meeting and voting in person or by proxy at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members unless a different voting percentage is required under the Stonebridge DCCRs.

## **ARTICLE IV POWERS OF THE ASSOCIATION**

Section 1. General Powers. The Association shall have all powers granted and conferred to Not-For-Profit Corporations under the provisions of the General Not-For-Profit Corporation Law currently Chapter 355 of the Revised Statutes of Missouri.

Section 2. Specific Powers. The Association shall have the powers and authority granted and delegated to it under the Stonebridge DCCRs, as amended from time to time. All

powers and authority granted and delegated to the Association under said DCCRs are incorporated herein by reference as if fully set forth herein.

Section 3. Rules and Regulations. The Association by and through its Board of Directors is authorized and shall be empowered to promulgate, adopt and enforce such rules and regulations necessary from time to time for architectural control within the property subject to the Stonebridge DCCRs, and the use restrictions set forth in said Stonebridge DCCRs.

## **ARTICLE V BOARD OF DIRECTORS**

Section 1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all powers granted pursuant to the Stonebridge DCCRs.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall consist of not less than three (3) nor more than five (5) Members in good-standing elected at the annual meeting by a majority of the quorum attending.

Section 3. Election. All members of the Board shall be elected for two (2) year terms. The Members of the Board shall hold office until their respective successors have been elected by the Members. At each annual meeting, the Members of the Board shall be elected by a vote of the Members of the Association.

Section 4. Annual & Regular Meetings. The newly elected Directors of the Board shall meet immediately following each annual meeting of the Members. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board.

Section 5. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by or at the request of any two (2) Directors and shall be held at such place as the Directors may determine.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least seven (7) days previous thereto by written notice delivered personally or sent by mail and email to each Director at his/her address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed with postage thereon prepaid. Neither, the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. The Membership shall be notified of special meetings of the Board of Directors by mail, email, website, mailbox posting, or such other reasonable means calculated to inform the Membership.

Section 7. Waiver of Notice. Any notice required by these Bylaws may be waived by the person entitled thereto by signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said required notice. Attendance at a meeting of the Board of Directors, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he attends for the

express purpose of objecting to the transaction of business on the grounds that the meeting was not lawfully called or convened. Any corporate action may be taken at a Board of Directors meeting held without call or notice if attended by all Directors in person or by proxy, or if all Directors in writing waive notice of said meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the Board Members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the Members of the Board present and voting at a meeting in which a quorum is present shall constitute a valid decision.

Section 9. Vacancies. Any Director who ceases to own a Unit shall immediately cease to be a Director. Vacancies occurring in the Board caused for this or any other reason shall be filled by an election held by remaining Directors of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of such vacancy, even if the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director of the Board for the remainder of the term of the Director replaced or until such time as a successor shall be elected by the Association Membership.

Section 10. Removal of Directors of the Board. At any duly held regular or special meeting of the Directors, any one or more Directors of the Board may be removed with or without cause by a majority of the Directors present and voting, and a successor may then or thereafter at the next Director's meeting be elected to fill the vacancy thus created. In the event a Director is removed pursuant to this Section, within three (3) days of removal, the Members shall be provided Notice. The Notice shall state the name of the Director removed, the time remaining in the Director's term, and if known the Director's replacement. The Notice shall further state the procedure whereby a special meeting of the Membership may be called for the purpose of re-electing the removed Director or electing the Director's replacement.

Section 11. Compensation. No Director of the Board of Directors shall receive any compensation for acting as a Director. However, Directors may be reimbursed for out-of-pocket expenses and may also be compensated for professional, materialman or other services rendered to or for the Association not directly related to the performance of Directorship duties.

## **ARTICLE VI OFFICERS**

Section 1. Officers. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer.

Section 2. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of members and Directors of the Association. The President shall have general and active management of the business and of the activities of the Association. The President shall see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the Directors to delegate any specific power, except as may be by statute or the Stonebridge DCCRs exclusively conferred upon the President, to any other officer or officers of the Association. The President, or such other Association Officer as the President may from time to time direct act in the President's

place, shall execute deeds, bonds, mortgages and other instruments requiring a signature or the seal of the Association.

Section 3. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and be subject to all the restrictions imposed upon him/her in such other duties as the Board of Directors may from time to time prescribe.

Section 4. Secretary. The Secretary shall attend all sessions of the Board of Directors, all meetings of the Members and keep a correct record of all such meetings in a book to be kept for that purpose. The Secretary shall keep a record of the Members of the Association and records of incorporation. The Secretary when authorized by the Board of Directors shall perform such duties as may be prescribed by the President or the Board of Directors.

Section 5. Treasurer. The Treasurer shall attend all sessions of the Board of Directors and all meetings of the Members. The Treasurer shall have custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors. The Treasurer shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of the financial condition of the Association. The Treasurer shall give the Association a bond if required by the Board of Directors in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of the office and for the restoration to the Association in case of the Treasurer's death, resignation, retirement or removal from office of all books, papers, vouchers, money and other Association property of whatever kind in the Treasurer's possession or control.

Section 6. Election. The officers of the Association shall be elected by the Directors at the annual meeting of the Board of Directors, except as specified in Section 1 hereinabove. Voting shall be by written ballot or by roll call vote.

Section 7. Vacancies. Any vacancies occurring in any office of the Association shall be filled by the Board of Directors. An officer appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office. Any officer who ceases to own a Unit shall immediately cease to be an officer and a special Director's meeting shall be called to fill said officer's vacancy.

## **ARTICLE VII COMMITTEES**

Special committees may be established from time to time by action of the Board of Directors for such periods of time as the Board of Directors deems necessary and appropriate. The Board of Directors shall define the duties of each special committee at the time such committee is established.

## **ARTICLE VIII GENERAL**

Section 1.     Delegation of Duties of Officers. In case of the absence of any officer of the Association or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any Director for the time being, provided a majority of the entire Board concurs therein.

Section 2.     Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers as the Board of Directors may from time to time designate. Said officers shall give the Association a bond, if required by the Board of Directors, in the sum and with one or more sureties sufficient to the Board for the faithful performance of their duties.

Section 3.     Obligations. The obligations of the Association shall be signed with the name of the Association by the officer or officers executing the same. No officer shall have the power to bind the Association except as herein provided, or as may be authorized by the Board of Directors.

Section 4.     Waiver of Notice. Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5.     Meetings by Conference Telephone or Similar Communications Equipment. Members of the Board of Directors, or Officers, designated by the Board, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all directors, members and other persons participating in the meeting can hear each other, and participation in a meeting pursuant hereto shall constitute presence in person at such meeting.

Section 6.     Action Taken Without a Meeting. To the extent permitted by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or any Officers thereof may be taken without a meeting if written consent thereto is signed by all Members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board.

Section 7.     Meetings Open to Members. All meetings of the Board of Directors and committees thereof shall be open for attendance by all Members of the Association to the extent required by law.

Section 8.     Conduct of Meeting. Meetings of the Board of Directors, Officers or any Committee authorized herein shall not be required to be conducted in accordance with Robert's Rules of Order nor any other formal parliamentary procedure.

## **ARTICLE IX AMENDMENTS**

These Bylaws may be amended by a majority vote of the Board of Directors at any regular or special meeting of the Board.

## **ARTICLE X NO CORPORATE SEAL**

The Association shall not be required to have a corporate seal.

## **ARTICLE XI REGULATIONS**

Section 1. Vehicles. A person is in violation of this Article if he or she operates a motor vehicle on Association property including but not limited to driveways, sidewalks, yard and grass.

Section 2. Definitions.

(a) Driver: Every person who drives or is in actual or physical control of a vehicle. OPERATOR: Every person who drives or is in actual physical control of a vehicle. MOTOR VEHICLE: A self-propelled vehicle not operated exclusively on tracts.

(b) Vehicle: Any mechanical device on wheels, except vehicles drawn by human motorized wheelchairs operated by handicapped persons

(c) Repairs. Each owner is responsible for the cost of repair to any and all “studs-in” damage to his or her unit.

(d) Animals. No animals shall be raised, bred or kept in any dwelling Unit except cats or other household pets of an Owner or leaseholder. No animal tiedowns are allowed. No animals may be kept or raised on the property for commercial purposes. The Board may from time to time adopt rules and regulations governing the conduct of pets kept in the dwelling Unit. Pursuant to the Declaration any pet causing or creating a nuisance or unreasonable disturbance to the neighborhood or other Owners or lease holders, shall be permanently removed from a dwelling unit upon three (3) days’ notice from the Board to the Owner of the dwelling Unit containing such pet, and the decision of the Board will be final. Exotic animals with vicious or dangerous propensities and dogs with a tendency to injure persons, whether out of anger, viciousness or playfulness are not allowed on the premises. Poisonous snakes, potbellied pigs and purebred and mixed pit bull dogs are not conducive to townhouse living and are prohibited.

(e) Use Of Electronic Or Digital Media. All sections herein referring to communication / or notification by the Board, by use of “in person, by mail or by facsimile” to other Board members, the Association, it’s vendors or assigns; shall here after include the use of electronic or digital means, including but not limited to: email, text messaging, and any other form of technology may become commonplace in the future.

(f) Late Fees. The Late Fees herein referenced shall be \$50.00 per month per offense. Offenses shall include but are not limited to: dues, hazard insurance premiums, assessments, etc. As long as fees are accumulating and/or litigation is pending, the offending homeowner shall be deemed "not in good standing", and subject to this Declaration, shall lose voting rights and all other privileges as herein accorded members in good standing. All dues, insurance premiums, assessments, etc. not received by the 15th of each month will incur a \$50 late fee.

(g) Additional Fees. New fees implemented as of 1/1/2022: (1) NSF Fee \$25 per occurrence; (2) Liens \$200 per filed lien; (3) Lien Release \$100; (4) Closing Status Letter \$100; and (5) Sell Transfer Fee \$100.

(h) Fines. Effective June 1, 2015 a fine system will be implemented pertaining to items in the Declaration and Bylaws (REFER TO CC&R's Article X, pages 18–21 and Bylaws Article XIII, pages 10–11). These items cover handling of pets, littering, noise and other disruptive and/or unbecoming behaviors. The first complaint filed will result in a letter being sent requesting compliance within a reasonable period of time. The second offense will result in a \$50.00 fine payable with the next dues payment. Three unpaid fines, or a fine which goes unpaid for three months, will result in a lien being placed against the unit. Regardless if the offense was made by a resident or renter, the lien falls on the unit owner.

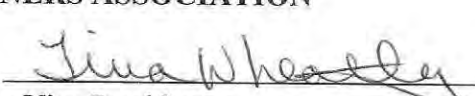
The International Fire Code, Section 308.3.1 specifically states: "Charcoal burners and other open-flame cooking/ornamental devices shall not be operated on combustible balconies or within 10 feet of combustible construction. Exemptions include one and two family dwellings and balconies, or decks that are protected by an automatic sprinkler system."

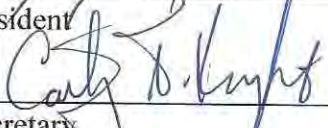
The above Bylaws were enacted at the first meeting of the Board of Directors of Stonebridge Homeowners Association held on the 11th day of November, 1994 and amended on November 20, 2021.

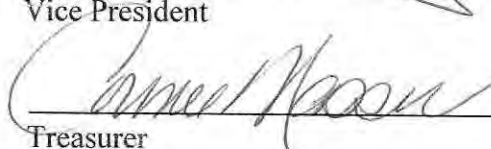
(i) Drones, Fireworks and Airbnbs. Effective 10/15/2022, the membership has voted to prohibit the use of drones except by real estate personnel for the purposes of taking photos for resale purposes of units. Additionally, fireworks and Airbnbs are also prohibited.

**STONEBRIDGE HOMEOWNERS ASSOCIATION**

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

By:   
\_\_\_\_\_  
Vice President

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

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

STATE OF MISSOURI     )  
                                      ) SS.  
COUNTY OF CLAY     )

On this, 13 day of Dec, 2022, before me a notary public, personally appeared:

- 1) Susan M Lambrecht
- 2) Tina Wheatley
- 3) Carol K. Kist
- 4) Connie Masie

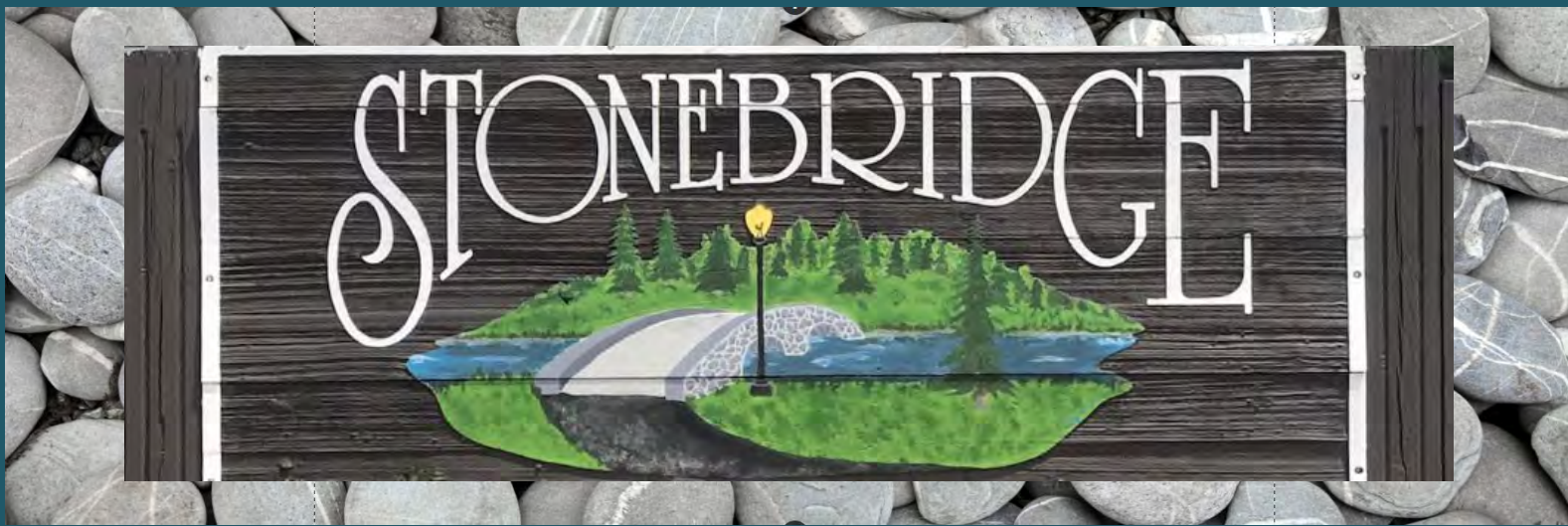
all known to me (or satisfactorily proven) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged by each that execution was for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Jodi M  
NOTARY PUBLIC

My commission expires: 05-23-2024

**Jodi McCorkendale**  
**Notary Public-Notary Seal**  
**State of Missouri**  
**Clay County**  
**My Commission Expires 5/23/2024**  
**Commission # 12346450**



199 Stonebridge Lane, Smithville, MO 64089

# Stonebridge Lane

## *Welcome Packet*

*The primary purpose of the Stonebridge Lane Homeowners Association is to build community and ensure the best quality of life for all homeowners while maintaining and enhancing property values through enforcing the covenants and maintenance of the Association common areas.*



### **WEBSITE and EMAIL**

Email: [stonebridgelanehoa@gmail.com](mailto:stonebridgelanehoa@gmail.com)

Website: [www.stonebridgelanehoa.com](http://www.stonebridgelanehoa.com)



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## **Welcome to Stonebridge**

Dear New Homeowner;

Congratulations on the purchase of your new home. On behalf of the Stonebridge Homeowner's Association and all homeowners of Stonebridge, we would like to officially welcome you to our neighborhood. We are so pleased that you have chosen to call Stonebridge home. We certainly look forward to meeting you whether it be by personal visit, walking throughout the neighborhood or a community meeting.

Moving into a common-interest community, property governed by a homeowner's association, can be a confusing and challenging ordeal, more especially for those who have never before been involved with a homeowner's association. Stonebridge HOA would like your experience here to be a positive and enjoyable one.

To help you, we have created this brief document to touch upon some key areas of interest for all new homeowners. This document is not designed to replace or substitute for the Stonebridge Homeowner's Association governing documents rather providing a simple summary. All potential homeowners should be given the opportunity to read and understand the governing documents prior to moving into the Stonebridge HOA, and each homeowner has the responsibility to honor the provisions of these documents.

## **About Stonebridge**

Incorporated as a non-profit organization and located in the heart of the wonderful City of Smithville, Stonebridge offers townhomes for those seeking an affordable housing community.

## **Why Stonebridge HOA?**

Stonebridge Homeowner's Association was created by the Developer as a formal legal entity to maintain common areas of the Association and ensure quality and value of properties within the neighborhood. As a legal authority, the HOA is deemed to enact and enforce maintenance and design standards in addition to the standards established by the City of Smithville.



## Covenants

Stonebridge is a covenant-controlled community. It is incumbent upon all homeowners to read and comply with the dedicatory documents of the Association called the Amended Declaration of Covenants, Conditions & Restrictions (DCCRs). By accepting title to your home one automatically accepts responsibility to abide by these covenants. The dedicatory documents can be found in your closing papers or on our website in the Documents Section at <https://www.stonebridgelanehoa.com/>.

The Association operates via a *volunteer* Board of Directors who oversees the community. The Board members are elected on a staggered basis by the community at elections held at the annual homeowners meeting in October of each year. Due to residing within Stonebridge, we residents are bound by the rules and regulations set forth in the dedicatory documents. Should a violation of these documents occur, a homeowner will receive a written notice of the covenant violation with proper timeframe to resolve the issue. Should a violation go unresolved a fine may be assessed.

Fines are intended to target covenant infractions that have a direct correlation to home values and consistency of community. It is not the desire of the Board to fine a homeowner, however, violations which affect property values and/or neighborhood appearance must be resolved in a timely manner. The fines are in place to provide motivation to resolve the issue, not as a punishment. Information regarding fines can be found by contacting the Board Members of Stonebridge HOA. Should you need to address a covenant violation you may utilize the Contact Us page on the website at <https://www.stonebridgelanehoa.com/>.

## HOA Annual Assessments

Each homeowner, not the bank or mortgage company is responsible for paying the annual assessment, also known as HOA dues and/or fees. See further details below in the section entitled **Annual Assessments (Dues, Fees)**.

## HOA Communications

Stonebridge HOA produces an association newsletter at least quarterly each year. At times a special edition may be published. Newsletters include vital & current topics of interest, upcoming community events, community policing info, and other relevant information. We use the newsletter, our website, and emails to communicate with homeowners. We would appreciate your taking time to keep us advised of your current contact information. Please know your email will not be shared with outside parties.

The Stonebridge website is the center for communication and education of our Association.

Website pages at-a-glance:

- ❖ Home
- ❖ News and Meetings
- ❖ Documents
- ❖ Contact Us



## Stonebridge Board of Directors

The operation of your homeowner's Association is governed by an active volunteer Board of Directors. The Board as of August 29, 2022 consists of four member homeowners of the Association. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. The Board is also responsible for maintaining members' compliance with the established dedicatory documents of the Association. They have specific provisions regarding what can and cannot be done on members' properties. It is imperative that members take the time to read through the dedicatory documents you receive during the home purchase process. These are commonly available in your closing papers. Copies are also available in the Documents Section on our website: <https://www.stonebridgelanehoa.com/>.

The dedicatory documents initially set up by the Developer at the inception of the Association and recorded with the Clay County Clerk's office state the Board's primary duty is to preserve the integrity of the development and maintain the appearance of the neighborhood by managing the following:

1. Provide financial management and neighborhood planning
2. Common area maintenance and repairs
3. Provide architectural change/improvement guidance
4. Oversee the enforcement of the Declaration of Covenants, Conditions & Restrictions, and subsequent Amendments

Included with this letter is a series of pages with helpful information that will benefit you in being introduced to the Association, explaining your part as a member, and sharing valuable information on the rules and regulations that are applicable to all members which may prove helpful in the future. Please take a moment to look it over and let us know if you have any questions. We will be happy to answer your questions.

Again, welcome to your new home and your new community.

Sincerely,


**Stonebridge Homeowner's Association**

President Susan Lambrecht

Vice President Tina Wheatley

Secretary Cathy Knight

Treasurer Connie Massie




# Stonebridge Homeowner's Association At-A-Glance

<b>Annual Assessments (Dues, Fees); PayHOA</b>	<ul style="list-style-type: none"> <li>• Association dues are \$135.00 per month (\$130.00 dues and \$5.00 Long Term Capital Account) plus \$75.00 per month (\$210.00 total, if you are paying your siding assessment on a monthly basis). Dues are paid on the first of each month. If not received by the 15th of the month, a late fee of \$50.00 per violation will be charged. If you pay several months at once, payment must be made in advance and not after-the-fact (e.g., dues for January through June must be made in January and not June, or you will have accrued \$250.00 in late fees, plus an additional \$250.00 in late fees for the assessment). <i>Those consistently delinquent will be prosecuted.</i></li> <li>• Due to security issues, your dues should be mailed as follows: <b>Stonebridge Homeowners Association</b>, 199 Stonebridge Lane, Smithville, MO 64089; Individual Board members are not responsible for checks or envelopes left outside storm doors. If you have questions, please email to <a href="mailto:stonebridgelanehoa@gmail.com">stonebridgelanehoa@gmail.com</a> or write the Association at the address listed above.</li> <li>• As of January 2022, dues may now be paid through our online service, PayHOA. Please provide your email address so a link to this service can be sent.</li> <li>• An annual assessment for property insurance is assessed once per year in February and you will be mailed an invoice.</li> </ul>
<b>Architectural Control</b>	<ul style="list-style-type: none"> <li>• All modifications to the exterior of your property, including painting or landscaping must be submitted and approved by HOA Board. Contact with the Board can be made by email or the website email Contact Us Section, <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> </ul>
<b>Bylaws and Amended Declaration of Covenants, Conditions and Restrictions</b>	<ul style="list-style-type: none"> <li>• Located in your closing papers and the Documents Library on the Association website, <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> </ul>
<b>Common Areas &amp; Grounds Maintenance</b>	<ul style="list-style-type: none"> <li>• Stonebridge is responsible for maintaining the lawns, trees, shrubs and other plantings located in the common areas of the HOA. This includes both entrances, park, greenbelts, creeks and walking paths. If issues arise within one of these areas please submit an inquiry to Stonebridge HOA by submitting a Maintenance Request Form in the Dropbox or using the Contact Us page on our website: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> </ul>
<b>Important Contact Information</b>	<ul style="list-style-type: none"> <li>• HOA Management info Email: <a href="mailto:stonebridgelanehoa@gmail.com">stonebridgelanehoa@gmail.com</a></li> <li>• Website Administrator: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a></li> </ul>




# Stonebridge Homeowner’s Association At-A-Glance

Important Numbers	<ul style="list-style-type: none"><li>• Smithville City Hall: 816.532.3897</li><li>• Smithville Police Dept: 816.532.0500; 816.858.3521 (after hour non-emergency)</li><li>• Smithville Area Fire Protection District: 816.532.4902 (non-emergency)</li><li>• Northland Regional Ambulance District: 816.858.4450 (non-emergency)</li><li>• Smithville Area Chamber of Commerce: 816.532.0946</li></ul>
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# Stonebridge Homeowner's Association At-A-Glance

<b>Government</b>	<ul style="list-style-type: none"> <li>• U.S. Post Office, 206 Richardson St., Smithville, MO 64089; 800.275.8777</li> </ul>
<b>Lamppost Power Outage</b>	<ul style="list-style-type: none"> <li>• Lampposts within Stonebridge are maintained by the City of Smithville 816.532.3897; <a href="https://www.smithvillemo.org/">https://www.smithvillemo.org/</a></li> </ul>
<b>Annual Meeting</b>	<ul style="list-style-type: none"> <li>• Currently Stonebridge HOA holds only one annual meeting in on a Saturday October of each year</li> <li>• Notices are mailed in sufficient advance by the Board to ensure your attendance</li> <li>• Each homeowner is encouraged to attend the annual meeting</li> </ul>
<b>Monthly Board Meetings</b>	<ul style="list-style-type: none"> <li>• The Stonebridge HOA Board holds monthly meetings the second Tuesday of each month at 5:00 PM, at , at Smithville Fire Station Conference Room, 341 Park Drive, Smithville, MO 64089</li> </ul>
<b>Parking</b>	<ul style="list-style-type: none"> <li>• Parking should be only in designated parking spaces</li> <li>• No RVs, boats and/or utility trailers may be parked in the street</li> <li>• Guest parking on the street is allowed on a temporary basis as long as street traffic is not impeded</li> </ul>
<b>Rules and Policies</b>	<ul style="list-style-type: none"> <li>• Stonebridge has adopted a number of helpful rules and policies over the years to assist in improving the quality of the community and operation of the Association. These can be found in the Documents Library on our website: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a>.</li> <li>• Homeowners are bound by these additional restrictive covenants and bylaws. Rules address such items as pets, noise, parking, payments, repairs, etc.</li> </ul>
<b>Schools</b>	<ul style="list-style-type: none"> <li>• These schools are specific to residents of Stonebridge:</li> <li>• <a href="https://www.smithvilleschooldistrict.net/">https://www.smithvilleschooldistrict.net/</a>; 816.532.0406; 655 S. Commercial Ave., Smithville, MO 64089</li> <li>• <b>Eagle Heights Elementary School</b>; 816.532.5959; 18801 Eagle Parkway, Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/696">https://www.smithvilleschooldistrict.net/Domain/696</a></li> <li>• <b>Horizon Elementary School</b>; 816.532.4566; 695 S. Commercial Ave., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/10">https://www.smithvilleschooldistrict.net/Domain/10</a></li> <li>• <b>Maple Elementary School</b>; 816.532.0589; 600 Maple St., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/11">https://www.smithvilleschooldistrict.net/Domain/11</a></li> <li>• <b>Smithville Middle School</b>; 816.532.1122; 675 S. Commercial Ave., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/9">https://www.smithvilleschooldistrict.net/Domain/9</a></li> <li>• <b>Smithville High School</b>; 816.532.0405; 645 S. Commercial Ave., Smithville, MO 64089; <a href="https://www.smithvilleschooldistrict.net/Domain/8">https://www.smithvilleschooldistrict.net/Domain/8</a></li> </ul>
<b>Speed Limit</b>	<ul style="list-style-type: none"> <li>• The speed limit throughout the neighborhood is 20mph. Our motto regarding speed is “20 is Plenty”!</li> <li>• Every homeowner, guests and service personnel are encouraged to pay attention to the speed limit. With people walking and children playing, 20 is definitely plenty.</li> </ul>



## Stonebridge Homeowner's Association At-A-Glance

<b>Trash Pickup (city service including in your water bill)</b>	<ul style="list-style-type: none"><li>• The City of Smithville picks up household garbage and recycling within the Stonebridge neighborhood every Thursday.</li><li>• You may contact the city to order a trash receptacle if you are new to the neighborhood or need a replacement at GFL Environmental (previously WCA) at 816.380.5595.</li></ul>
<b>Utilities</b>	<ul style="list-style-type: none"><li>• Electricity: Evergy, <a href="https://evergy.com/">https://evergy.com/</a>; 888.471.5275</li><li>• Water: City of Smithville - 903.839.4914</li><li>• Cable: Spectrum; <a href="https://www.spectrum.net/">https://www.spectrum.net/</a>; 816.358.8833</li><li>• Trash/Recycling: Pickup: City of Smithville by WCA 816.513.8400; see information at <a href="https://www.smithvillemo.org/">https://www.smithvillemo.org/</a></li><li>• Telephone: AT&amp;T 800.464.7928; Spectrum 816.358.8833; Vonage 888.218.9015</li><li>• Internet: Spectrum 816.358.8833; AT&amp;T 800.695.3679</li></ul>
<b>Violation Complaints</b>	<ul style="list-style-type: none"><li>• To report a violation within the Association, please submit your inquiry to the Board on the Contact Us page at our website: <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a></li></ul>
<b>Website</b>	<ul style="list-style-type: none"><li>• Stonebridge HOA maintains a website that can be found at <a href="https://www.stonebridgelanehoa.com/">https://www.stonebridgelanehoa.com/</a></li><li>• The website provides a calendar of events, meetings and meeting minutes, all dedicatory documents, documents library, and contact information.</li></ul>

## **2023 Neighborhood Beautification Grant Program Grant and Application Terms**

### Funding:

Each grant awarded will range from \$50 - \$25,000. All funds awarded are required to have matching contribution from the neighborhood. Neighborhood match can come in the form of cash or in-kind donations such as volunteer hours or equipment. The required match must be equal to 50% of the total project cost (e.g., total project cost is \$10,000; \$5,000 contributed from the HOA, \$5,000 requested from the NBG Program). Volunteer hours are documented at the rate of \$20/hour and must be confirmed at the completion of the project.

### Eligibility Requirements:

Applicant must be a Neighborhood or Homeowners' Association. Each applicant must be organized with an elected HOA board with officers, by-laws, and membership.

Each HOA is eligible for up to \$25,000 over a three-year period. If the first project applied for requires the full \$25,000 and is granted, the HOA will then be ineligible for the following two years.

### Eligible Projects:

Projects must be improvements that benefit the entire neighborhood, located within the city limits of Smithville and achievable within 12 months of award. Project applications submitted must be approved by a vote of the neighborhood or homeowners' association board.

Examples of eligible projects may include:

- Landscaping/trees
- Signage
- Community gardens
- Neighborhood clean-ups
- Curb Appeal Enhancements for Existing property (parking areas, trash receptacles, enclosures, fencing, etc.)

Examples of ineligible projects include:

- Ongoing operating budgets
- Routine city maintenance (street paving, mowing rights-of-way, etc.)
- Projects that benefit an individual more than the entire neighborhood.

Selection Process:

A selection committee consisting of City staff will judge applications, based on availability of funds and the following criteria.

1. Preparedness (50%)
  - a. Meets the minimum required match and proposed match is well documented and available to be expensed.
  - b. Budget is realistic and clearly organized
  - c. Well-planned project Design, ready for implementation.
  - d. A completed application with all associated documents
2. Project Impact (20%)
  - a. Provides long term benefit to the neighborhood
  - b. Addresses a recognized problem or need within the neighborhood
3. Participation (20%)
  - a. Approval of the project by the HOA or NA Board
  - b. Broad-based neighborhood participation in the project
4. Prior Awarded Projects (10%)
  - a. Substantial completion of previously funded projects

Disbursement of Funds:

Projects may begin only after the application has been selected to receive the grant funds. Funds are not awarded in advance of the project. Funds are released for reimbursement through the submission of receipts of completed work at the completion of your project.

Application Deadlines:

Application submission timeline starts December 5 with the deadline of February 28 on an annual basis. There is an optional draft application review deadline of January 31. If you submit the optional draft review, you will still need to submit a final application by February 28. Grants are limited to one application per year per organization. Applications can be submitted in person at Smithville City Hall (107 W Main St.) or through email to [NeighborhoodGrant@smithvillemo.org](mailto:NeighborhoodGrant@smithvillemo.org).

City Contacts

General Application Questions:

- Gina Pate, Assistant City Administrator: [gpate@smithvillemo.org](mailto:gpate@smithvillemo.org)

Public Permits:

- Brandi Schuerger, Permit Technician: [bschuerger@smithvillemo.org](mailto:bschuerger@smithvillemo.org)

General Public Works Questions:

- Chuck Soules, Public Works Director: [csoules@smithvillemo.org](mailto:csoules@smithvillemo.org)

All staff can be reached by calling City Hall at (816) 532-3897



## City Administrator's Report

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March 30, 2023

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### **Release of Water from Smithville Lake**

Last Monday, March 20, the City began bypass pumping to the Raw Water Pump Station so that Irvinbilt could begin construction of the valve vault for the new Pump Station. Due to the amount of recent rainfall, the Corps of Engineers informed Utilities Superintendent Bob Lemley on Sunday, March 26, that they needed to release more water through the spillway. Water can be released through the spillway at different levels of the lake, however only so much water can be released through the different elevations. Typically, we draw water from the middle to the top of the lake. The low flow gate located at the top part of the water surface can only release 125 cfs. The Corps needed to release 500 cfs, the difference is coming off the bottom of the lake. The bottom of the lake is where a lot of organics and metals would settle. Several years ago, when the Corps did a release from the bottom of the lake, manganese levels necessitated a boil water order.

Working with the Corps, we have been able to get a blended scenario, taking 200cfs off the top and 300cfs off the bottom. Staff was on site with the Corps testing the water coming out of the spillway. Water Plant staff set up a small testing site at the Raw Water Pump Station and monitored the water every half hour on Monday. All water samples were good. Staff is continuing to test the water on a regular basis while the plant is running, and samples remain exceeding the minimum requirements of any drinking water standard.

While we remain vigilant, pulling water from the lake bottom is not consistent and a "slug" of undesirable materials/water could present itself at any time any. Staff will continue testing and monitoring. If poor quality water gets by before we know it, this could place us in a position to have to alert residents to boil water before consuming.

As noted, we continue to monitor and will keep the Board and public informed of any concerns.

### **COPS Grant Potential**

The Department of Justice's Office of Community Oriented Policing Services (COPS Office) has announced the release of approximately \$300 million in grant solicitations

for programs that advance community policing, keep school students safe, and add law enforcement officers to our nation's streets. This is a competitive award program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Each award will support up to 75 percent of an officer's entry-level salaries and fringe benefits for three years within a five-year period of performance to accommodate time needed for recruitment and hiring.

There is a minimum 25 percent local cash match (cost share) requirement. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year). Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Staff is exploring the possibility of applying for COPS Grant funding. The timeline is such that final applications would need to be submitted prior to adoption of the budget.

### **Water Leak Repaired**

At the March 7 Board Meeting, Utilities staff provided an update to the Board regarding a water leak at the intersection of Second Creek and Lowman Road. Staff had contacted several contractors to obtain quotes to repair the leak and were proceeding with Menke Excavation. The proposal outlined two options depending on where the actual break was found and work necessary to make the repair. Fortunately, the break was located on the south side of the road and the repair cost is \$6,680. This is within the City Administrator's authority to approve payment.

### **Administrative Approval – Fireworks Display at White Iron Ridge**

As the Board will recall, last year it was determined that approval of fireworks display requests submitted for one-time events could be approved administratively by the City Administrator. The most frequent use of this type of display is at White Iron Ridge, in conjunction with a wedding. This month, we received our first request for this administrative approval, which has been granted. The display will occur on Saturday, April 22 between 9:30 and 9:45. White Iron Ridge has the responsibility and a plan in place for notification of neighbors of this event.

### **Work Session Discussion - ESG**

At the March 7 Board Meeting, Alderman Russell requested that a draft Ordinance divesting of any entities engaged in or related to ESG. Staff continues to research potential language, work with counsel and financial advisors on the potential impact of such language and is monitoring similar language at the state level for a model or applicability locally. Discussion of this as well as bid language/the bidding process is currently scheduled for a work session on June 6.

### **2022 Household Hazardous Waste**

In 2022, the City of Smithville participated in the Household Hazardous Waste (HHW) Program hosted by MARC. As part of the program, residents of Smithville safely disposed of over 18,000 pounds of hazardous household waste by attending HHW

mobile events and using the KC facility. The hazardous materials that were safely disposed of included paint, oil, batteries, and other similar substances.

The City has enrolled in the program again for 2023, ensuring that residents can continue to safely dispose of hazardous materials. Smithville is hosting an HHW mobile event on August 17, which will take place at Smithville High School from 9 am to noon.

### **Meeting Schedule**

Just a reminder that a number of upcoming meetings have been cancelled or moved:

- The April 4 meeting is moved to April 3 due to the April 4 municipal election.
- The July 4 meeting is cancelled for the Holiday and City Hall is closed July 3 & 4.
- The August 1 meeting has been cancelled as Mayor Boley will be out of town.

Additionally, a meeting has been added to the planning calendar: May 9 has been identified for the Board of Aldermen Retreat/Budget Planning meeting. We have secured the same MCC facility space as used last year for this date. Please let me know if this date does not work for you and we will work to identify another date – we would like to complete this work in May.



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2982-23, Authorizing Condemnation of certain lands for the purpose of constructing and maintaining a sewer line - 2<sup>nd</sup> Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2982-23 for Second Reading by Title Only authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line.

**SUMMARY:**

The City has been working to acquire several easements for the West Interceptor Project. This project will be completed with the 144<sup>th</sup> Street Pump Station and will serve the southern side of Smithville and provide much needed relief to Hills of Shannon, provide capacity for development (Fairview North and South) and Forrest Oaks (when the South main is completed). Staff has acquired 11 of the 14 required easements.

The City and owners have not been able to agree on the value of the easement on three tracts.

Presented for the Boards consideration is an Ordinance that will begin the formal process of acquiring the easement for public purposes on Tracts 10 and 20. City Staff, Engineers and Attorney are working to try to unravel the ownership interests for Tract 17, a similar Ordinance will be presented at a future Board meeting when we have positively identified the owners.

The eminent domain (condemnation) process has several steps. This is the first step that allows the City to move forward and notifies the owners of the City's intent. Simply summarized, the City passes an Ordinance stating the intent to acquire a property interest. Owners are provided a 60-day notice. An appraisal of the easement is completed and provided to the owners. An offer letter for the easement is provided to the owner. The City and Owner can at any time agree to settle for an agreed amount. If we (the owner and the City) cannot come to an agreement then the City files a petition with the court. The Court will assign three independent appraisers to provide a value for the property interest. The City and property Owners can either accept the value the court finds or appeal. The process takes 90 days more or less.

**PREVIOUS ACTION:**

The Board approved Authorization No. 94 for the engineering October 19, 2021

**POLICY ISSUE:**

Infrastructure maintenance / economic growth

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

☒ Ordinance

☐ Resolution

☐ Staff Report

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

☐ Contract

☐ Plans

☐ Minutes

**ORDINANCE AUTHORIZING CONDEMNATION OF CERTAIN LANDS FOR THE  
PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER LINE**

Authorizing condemnation and taking of public and private property interest for public use as Permanent Sewer Easements and Temporary Construction & Grading Easements along for a sewer improvement project "WEST INTERCEPTOR" in the City of Smithville, & Unincorporated Clay County, Missouri providing for the payment of just compensation therefore; authorizing continued negotiations and purchase by the City of Smithville; authorizing the filing of the petition for condemnation by the City Attorney on behalf of the City; and directing the City Clerk to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

**WHEREAS** the Board of Aldermen finds that certain interests in private property must be condemned for the necessary public use for the construction of a sanitary sewer improvement project "**WEST INTERCEPTOR**" in Smithville, Clay County Missouri as well as Unincorporated Clay County, Missouri.

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

**SECTION 1.** That the property interests herein described are hereby authorized condemned and taken for public purpose in and upon the land hereinafter described for use as a Sanitary Sewer Line, Sewer Easements and Temporary Construction & Grading Easements in a proceeding instituted in Clay County, Missouri, by the City Attorney for "**WEST INTERCEPTOR**", including any necessary structures or appurtenances, in Smithville, Clay County, Missouri, as well as in Unincorporated Clay County Missouri as hereinafter described.

**SECTION 2.** That the property interests obtained by condemnation shall be used by the City of Smithville, Missouri for the location of improvements to be constructed thereon including any necessary structures, facilities, and appurtenances to it, and Smithville or its authorized agents, employees or independent contractors, shall have the right to enter in or authorize the entry in and upon said properties for the purpose of constructing, reconstructing, maintaining, operating and repairing the following improvements hereinafter described.

Temporary Construction and Grading Easement

The Temporary Construction and Grading Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors, during the construction of said project, for grading and sloping, removal of trees and shrubbery, removal and replacement of fencing, sidewalks and driveways, the storage of materials, the operation of equipment, and the movement of a working force.

The City of Smithville Missouri shall cause the surface of lands lying within said temporary construction easements to be restored to substantially the same physical condition that

existed at the time Smithville or its agents entered upon them. Temporary construction easements shall terminate three (3) years from the date said easement is acquired and recorded by the Recorder of Deeds in Clay County, or upon completion and acceptance of the improvements by the Director of Public Works or the City Administrator whichever occurs first.

#### Permanent Utility Easement

The Permanent Sewer Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors for the location, construction, reconstruction, maintenance, operation and repair of a sanitary sewer line main improvements and any and all appurtenances incidental thereto for " **WEST INTERCEPTOR**" in, under, upon, over, across, and through the following described tracts of land situated in Smithville, Clay County, Missouri.

By the granting of these Permanent Utility Easements, it shall not be construed to prohibit the Landowner from developing any adjoining property, or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, (no change in the earth cover over the sewer line will be made without the written approval of the City of Smithville Director of Public works or the City Administrator) buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, or curbs), which will interfere with the Grantee in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, improving, and maintaining said sewer main improvements and appurtenances.

The City of Smithville shall cause the surface of lands lying within the Permanent Utility Easement to be restored to substantially the same physical condition that existed at the time the City of Smithville or its agents entered upon it, with the exception of any sewer facilities or appurtenances thereto that may need to be upon said surface.

**SECTION 3.** That the private property is hereby authorized condemned and taken for public use and hereby described as follows:

### **PERMANENT SEWER EASEMENTS**

#### **Tract/Parcel No. 10 – PERMANENT SEWER EASEMENT:**

**Owner.** Gary W. and Elizabeth D. Simons 1506 S 169 Hwy Smithville, MO 64089

#### **PERMANENT SEWER EASEMENT:**

A strip of land 10 feet in width being part of Lot 8 and Lot 9, FIRST PARK, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

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

Commencing at the northwest corner of said Lot 8;

Thence S24°52'52"E, along the west line thereof, 72.91 feet to the Point of Beginning;

Thence departing said west line, N64°43'18"E, 124.69 feet;

Thence S25°16'42"E, 233.13' to the south line of said Lot 9 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

Containing in all 3,574 square feet, more or less.

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

#### **Tract/Parcel No. 20 PERMANENT SEWER EASEMENT**

**Owner:** Mark and Kelli Wade 15515 Cliff Dr. Smithville, MO 64089

#### **PERMANENT SEWER EASEMENT**

A strip of land 10 feet in width being part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 5 feet on both sides of, parallel with and adjacent to the following described centerline:

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

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 27;

Thence N89°48'51"E, along the north line thereof, 1001.57 feet;

Thence departing said north line, S09°27'05"E, 7.57 feet to a point on the south line of a 20-foot-wide utility easement as described and recorded in Book 7854 at Page 117 of the Clay County, Missouri Records and the Point of Beginning;

Thence continue S09°27'05"E, 232.67 feet;

Thence S17°38'50"W, 688.53 feet;

Thence S20°19'07"W, 185.59 feet;

Thence S39°45'59"W, 248.81 feet;

Thence S13°10'21"E, 68.48 feet to the south line of the Northwest Quarter of the Southeast Quarter of said Section 27 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

Containing in all 14,236 square feet, more or less.

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

### **Temporary Construction Easements**

**Owner.** Gary W. and Elizabeth D. Simons 1506 S 169 Hwy Smithville, MO 64089

#### **Tract/Parcel No. 10 — Temporary Construction & Grading Easement**

A strip of land 50 feet in width being part of Lot 8 and Lot 9, FIRST PARK, a subdivision in the City of Smithville, Clay County, Missouri, said strip lying 25 feet on both sides of, parallel with and adjacent to the following described centerline:

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

Commencing at the northwest corner of said Lot 8;

Thence S24°52'52"E, along the west line thereof, 72.91 feet to the Point of Beginning;

Thence departing said west line, N64°43'18"E, 124.69 feet;

Thence S25°16'42"E, 233.13' to the south line of said Lot 9 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

**EXCEPT:** that part taken for permanent sewer easement.

Containing in all 13,320 square feet, more or less.

Subject to all easements and restrictions of record.

#### **Tract/Parcel No. 20 - Temporary Construction & Grading Easement**

**Owner:** Mark and Kelli Wade 15515 Cliff Dr. Smithville, MO 64089

#### **TEMPORARY CONSTRUCTION & GRADING EASEMENT:**

All that part of the Northwest Quarter of the Southeast Quarter of Section 27, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, more particularly described as follows:

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

Commencing at the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 27;

Thence N89°48'51"E, along the north line thereof, 976.24 feet to the Point of Beginning;

Thence continue N89°48'51"E, 218.00 feet;

Thence departing said north line, S29°51'42"W, 231.48 feet;

Thence S17°38'50"W, 735.75 feet;

Thence S20°19'07"W, 190.45 feet;

Thence S39°45'59"W, 240.65 feet;

Thence S13°10'21"E, 61.90 feet to the south line of the Northwest Quarter of the Southeast Quarter of said Section 27;

Thence N89°58'30"W, along said south line, 51.36 feet;

Thence departing said south line, N13°10'21"W, 75.07 feet;

Thence N39°45'59"E, 256.97 feet;

Thence N20°19'07"E, 180.72 feet;

Thence N17°38'50"E, 681.93 feet;

Thence N09°27'05"W, 238.30 feet to the Point of Beginning.

**EXCEPT:** that part lying within a 20 foot wide utility easement as described and recorded in Book 7854 at Page 117 of the Clay County, Missouri Records

**EXCEPT:** that part taken for permanent sewer easement.

Containing in all 72,816 square feet, more or less.

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

**SECTION 4.** Said improvements shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications certified under the supervision of the Director of Public Works the same being on file in the Public Works Department and being incorporated herein by reference.

**SECTION 5.** That just compensation for the property taken shall be assessed and paid according to law; and the proceedings to determine compensation shall be prosecuted in one or more suits in the Circuit Court of Clay County, Missouri, pursuant to the provisions of Chapter 523 & §88.010, §88.667 and/or §91.770 of the Revised Statutes of Missouri, as supplemented or amended and by Rules 86.01 to 86.10 of the Rules of Civil Procedure. Payment of compensation shall be made by the City of Smithville from funds appropriated for such purposes.

**SECTION 6.** That pending the acquisition of said property by condemnation, the City Administrator and/or the Director of Public Works is hereby authorized to continue negotiations on the purchase of said property and pay for it out of funds appropriated or to be appropriated as aforesaid, and if any tracts be so acquired by negotiation and purchase, the City Attorney is authorized to withdraw same from condemnation proceedings.

**SECTION 7.** That said property interests described in Section 3 be condemned and conveyed to the City of Smithville, Missouri.

**SECTION 8.** That upon the effective date of this ordinance the City Clerk is hereby directed to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> Day of April, 2023.

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DAMIEN BOLEY, MAYOR

ATTEST:

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LINDA DRUMMOND, CITY CLERK

First reading: 03/07/2023

Second reading: 04/03/2023



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2983-23, Authorizing Condemnation of certain lands for the purpose of constructing and maintaining a sewer line - 2<sup>nd</sup> Reading

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### **REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2983-23 for Second Reading by Title Only authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line.

### **SUMMARY:**

The City has been working to acquire several easements for the West Interceptor Project. This project will be completed with the 144<sup>th</sup> Street Pump Station and will serve the southern side of Smithville and provide much needed relief to Hills of Shannon, have capacity for development (Fairview North and South) and Forrest Oaks (when the South main is completed). Staff has acquired 11 of the 14 easements.

There are three tracts where the City and owners have not been able to agree on the value of the easement.

Presented for the Boards consideration is an ordinance that will begin the formal process of acquiring the easement for public purposes on the Tract 17. Ownership for this tract has been confirmed and thus is being included for the Boards consideration. Since the agenda was completed prior to the ownership of this tract being confirmed this Bill has been added to the agenda to keep all Tracts on the same schedule.

The eminent domain (condemnation ) process has several steps. This is the first step that allows the City to move forward and notifies the owners of the City's intent. Simply summarized, the City passes an Ordinance stating the intent to acquire a property interest. Owners are provided a 60 day notice. An appraisal of the easement is completed and provided to the owners. An offer letter for the easement is provided to the owner. The City and Owner can at any time agree to settle for an agreed amount. If we (the owner and the City) cannot come to an agreement then the City files a petition with the court. The Court will assign three independent appraisers to provide a value for the property interest. The City and property Owners can either accept the value the court finds or appeal. The process takes 90 days more or less.

### **PREVIOUS ACTION:**

The Board approved Authorization 94 for the engineering October 19, 2021

### **POLICY ISSUE:**

Infrastructure maintenance / economic growth

**FINANCIAL CONSIDERATIONS:**

None

**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: <a href="#">Click or tap here to enter text.</a> |                                   |

**ORDINANCE AUTHORIZING CONDEMNATION OF CERTAIN LANDS FOR THE  
PURPOSE OF CONSTRUCTING AND MAINTIANG A SEWER LINE**

Authorizing condemnation and taking of public and private property interest for public use as Permanent Sewer Easements and Temporary Construction & Grading Easements along for a sewer improvement project "WEST INTERCEPTOR" in the City of Smithville, & Unincorporated Clay County, Missouri providing for the payment of just compensation therefore; authorizing continued negotiations and purchase by the City of Smithville; authorizing the filing of the petition for condemnation by the City Attorney on behalf of the City; and directing the City Clerk to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

WHEREAS the Board of Aldermen finds that certain interests in private property must be condemned for the necessary public use for the construction of a sanitary sewer improvement project "**WEST INTERCEPTOR**" in Smithville, Clay County Missouri as well as Unincorporated Clay County, Missouri.

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

**SECTION 1.** That the property interests herein described are hereby authorized condemned and taken for public purpose in and upon the land hereinafter described for use as a Sanitary Sewer Line, Sewer Easements and Temporary Construction & Grading Easements in a proceeding instituted in Clay County, Missouri, by the City Attorney for "**WEST INTERCEPTOR**", including any necessary structures or appurtenances, in Smithville, Clay County, Missouri, as well as in Unincorporated Clay County Missouri as hereinafter described.

**SECTION 2.** That the property interests obtained by condemnation shall be used by the City of Smithville, Missouri for the location of improvements to be constructed thereon including any necessary structures, facilities, and appurtenances to it, and Smithville or its authorized agents, employees or independent contractors, shall have the right to enter in or authorize the entry in and upon said properties for the purpose of constructing, reconstructing, maintaining, operating and repairing the following improvements hereinafter described.

Temporary Construction and Grading Easement

The Temporary Construction and Grading Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors, during the construction of said project, for grading and sloping, removal of trees and shrubbery, removal and replacement of fencing, sidewalks

and driveways, the storage of materials, the operation of equipment, and the movement of a working force.

The City of Smithville Missouri shall cause the surface of lands lying within said temporary construction easements to be restored to substantially the same physical condition that existed at the time Smithville or its agents entered upon them. Temporary construction easements shall terminate three (3) years from the date said easement is acquired and recorded by the Recorder of Deeds in Clay County, or upon completion and acceptance of the improvements by the Director of Public Works or the City Administrator whichever occurs first.

#### Permanent Utility Easement

The Permanent Sewer Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors for the location, construction, reconstruction, maintenance, operation and repair of a sanitary sewer line main improvements and any and all appurtenances incidental thereto for " **WEST INTERCEPTOR**" in, under, upon, over, across, and through the following described tracts of land situated in Smithville, Clay County, Missouri.

By the granting of these Permanent Utility Easements, it shall not be construed to prohibit the Landowner from developing any adjoining property, or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, (no change in the earth cover over the sewer line will be made without the written approval of the City of Smithville Director of Public works or the City Administrator) buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, or curbs), which will interfere with the Grantee in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, improving, and maintaining said sewer main improvements and appurtenances.

The City of Smithville shall cause the surface of lands lying within the Permanent Utility Easement to be restored to substantially the same physical condition that existed at the time the City of Smithville or its agents entered upon it, with the exception of any sewer facilities or appurtenances thereto that may need to be upon said surface.

**SECTION 3.** That the private property is hereby authorized condemned and taken for public use and hereby described as follows:

#### **PERMANENT SEWER EASEMENT**

#### **Tract/Parcel No. 17 PERMANENT SEWER EASEMENT**

**Owner:** George T. O'Laughlin (or the successor) Trustee for Rudy Johnson under indenture dated December 24, 1973 as to an undivided ½ interest, 3400 Owl Creek Dr. Edmond Ok 73034-7012 and Mary Louise Greene and Bank of America, N.A., Co-Trustees of the Mary Louise Greene Trust dated October 3, 1991, as amended as to an undivided ½ interest: c/o Ted Greene 6750 W. 93<sup>rd</sup> Street Suite 250 Overland Park Kansas 66212

## **PERMANENT SEWER EASEMENT**

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

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

Commencing at the southwest corner of the Northeast Quarter of said Section 34;

Thence N01°05'57"E, along the west line thereof, 1431.05 feet to the north line of FIRST PARK 2ND PLAT, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°41'23"E, along said north line, 1679.05 feet to the northwest corner of FIRST PARK, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°50'59"E, along the north line of said FIRST PARK, 133.96 feet to the Point of Beginning;

Thence departing said north line, N25°16'42"W, 67.85 feet;

Thence N65°10'08"E, 77.11 feet;

Thence N28°29'56"W, 385.63 feet;

Thence N24°49'31"W, 754.86 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

Containing in all 12,855 square feet, more or less.

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

## **TEMPORARY CONSTRUCTION EASEMENT**

**Tract/Parcel No. 17 — Temporary Construction & Grading Easement**

**Owner:** George T. O'Laughlin (or the successor) Trustee for Rudy Johnson under indenture dated December 24, 1973 as to an undivided ½ interest, 3400 Owl Creek Dr. Edmond Ok 73034-7012 and Mary Louise Greene and Bank of America, N.A., Co-Trustees of the Mary Louise Greene Trust dated October 3, 1991, as amended as to an undivided ½ interest: c/o Ted Greene 6750 W. 93<sup>rd</sup> Street Suite 250 Overland Park Kansas 66212

**TEMPORARY CONSTRUCTION & GRADING EASEMENT:**

A strip of land 50 feet in width being part of the Northeast Quarter of Section 34, Township 53 North, Range 33 West, in the City of Smithville, Clay County, Missouri, said strip lying 25 feet on both sides of, parallel with and adjacent to the following described centerline:

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

Commencing at the southwest corner of the Northeast Quarter of said Section 34;

Thence N01°05'57"E, along the west line thereof, 1431.05 feet to the north line of FIRST PARK 2ND PLAT, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°41'23"E, along said north line, 1679.05 feet to the northwest corner of FIRST PARK, a subdivision in the City of Smithville, Clay County, Missouri;

Thence S86°50'59"E, along the north line of said FIRST PARK, 133.96 feet to the Point of Beginning;

Thence departing said north line, N25°16'42"W, 67.85 feet;

Thence N65°10'08"E, 77.11 feet;

Thence N28°29'56"W, 385.63 feet;

Thence N24°49'31"W, 754.86 feet to the south right of way line of Missouri State Highway 92 and the Point of Termination of said centerline.

The sidelines of said strip shall be lengthened or shortened to terminate at the respective boundaries of subject tract.

**EXCEPT:** that part taken for permanent sewer easement.

Containing in all 51,419 square feet, more or less.

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

**SECTION 4.** Said improvements shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications certified under the supervision of the Director of Public Works the same being on file in the Public Works Department and being incorporated herein by reference.

**SECTION 5.** That just compensation for the property taken shall be assessed and paid according to law; and the proceedings to determine compensation shall be prosecuted in one or more suits in the Circuit Court of Clay County, Missouri, pursuant to the provisions of Chapter 523 & §88.010, §88.667 and/or §91.770 of the Revised Statutes of Missouri, as supplemented or amended and by Rules 86.01 to 86.10 of the Rules of Civil Procedure. Payment of compensation shall be made by the City of Smithville from funds appropriated for such purposes.

**SECTION 6.** That pending the acquisition of said property by condemnation, the City Administrator and/or the Director of Public Works is hereby authorized to continue negotiations on the purchase of said property and pay for it out of funds appropriated or to be appropriated as aforesaid, and if any tracts be so acquired by negotiation and purchase, the City Attorney is authorized to withdraw same from condemnation proceedings.

**SECTION 7.** That said property interests described in Section 3 be condemned and conveyed to the City of Smithville, Missouri.

**SECTION 8.** That upon the effective date of this ordinance the City Clerk is hereby directed to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> Day of April, 2023.

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DAMIEN BOLEY, MAYOR

ATTEST:

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LINDA DRUMMOND, CITY CLERK

First reading: 03/07/2023

Second reading: 04/03/2023



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:**

Administration/Finance/Public Works

**AGENDA ITEM:** Approve Bill No. 2984-23, FY2023 Budget Amendment No. 3 - 1<sup>st</sup> and 2<sup>nd</sup> Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2984-23, FY2023 Budget Amendment No. 3. Emergency Ordinance Sponsored by Mayor Boley - 1<sup>st</sup> and 2<sup>nd</sup> reading by title only.

**SUMMARY:**

This Budget Amendment includes an adjustment to both the General Fund and the Transportation Sales Tax Fund:

- The City of Smithville was recently approved for federal transportation funds through regional planning and investment programs coordinated by Mid-America Regional Council (MARC) for three capital improvement projects: Second Creek Sidewalks, Bridge Street Round-A-Bout, and the Riverwalk Park. The funding amounts are outlined in the table below:

Project Name	Funding Source	Amount of Funding
Bridge Street Round-A-Bout	Surface Transportation Block Grant Program	\$896,000
Riverwalk Park	Transportation Alternatives Program	\$900,000
Second Creek Sidewalk	Transportation Alternatives Program	\$600,000

- The project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the project funding of \$2,396,000 above results in an amount of \$23,960 that will be due to MARC in 2023 from the City of Smithville. Staff advise adding \$25,000 in budget to the General Fund in the Streets Department professional services line item to pay for the fee.
- The City of Smithville recently opened bids for the 2023 Street Maintenance Program which includes pavement crack sealing, micro surfacing, and street striping. The lowest bid price was provided by Pavement Management totaling \$387,489.64. The project budget of \$400,000 would be sufficient for funding. The

FY2023 budgeted amount for the 2023 Street Maintenance Program is \$325,000 which includes \$300,000 for the resurfacing efforts and \$25,000 for stripping. Staff recommends approval of an amendment of \$75,000 to the current budget to bring the total project budget to \$400,000. Finance staff are proposing to add \$50,000 to the Transportation Sales Tax Fund and \$25,000 to the General Fund to pay for the additional costs of this program for FY2023.

**PREVIOUS ACTION:** The Board previously approved the FY2023 Budget on October 18, 2022.

**POLICY ISSUE:** Approving and Amendment to the FY2023 Budget.

**FINANCIAL CONSIDERATIONS:**

Amend the FY2023 Budget. Resources are available in the General Fund to adequately fund these grant administrative expenses.

**ATTACHMENTS:**

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

**BILL NO. 2984-23**

**ORDINANCE NO. XXXX-23**

**AN ORDINANCE AMENDING THE FY2023 OPERATING BUDGET TO ADD  
\$100,000 TO THE EXPENDITURE BUDGET**

**WHEREAS**, pursuant to Ordinance 3074-20, passed on October 18, 2022, the City approved the fiscal year ending October 31, 2023 Budget; and

**WHEREAS**, not included in the approved fiscal year 2023 Budget are expenditures related to capital projects; and

**WHEREAS**, amendments to the General Fund and Transportation Sales Tax Fund are required at this time.

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

**THAT** the fiscal year ending October 31, 2023, Budget is hereby amended to add:

- \$50,000 to the expenditure budget in the General Fund
- \$50,000 to the expenditure budget in the Transportation Sales Tax Fund

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 4/3/2023

Second Reading: 4/3/2023



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2985-23, Authorizing Condemnation of certain lands for the purpose of constructing and maintaining a sewer line - 1<sup>st</sup> Reading

---

**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 2985-23, for First Reading by Title Only authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line.

**SUMMARY:**

The City has been working to acquire several easements for the West Interceptor and 144<sup>th</sup> Street Pump Station Project. These projects will serve the southern side of Smithville and provide much needed relief to Hills of Shannon, provide capacity for development (Fairview North and South) and Forrest Oaks (when the South main is completed). Staff has acquired 11 of the 15 required easements.

The City and owners have not been able to agree on the value of the easement on three tracts.

Presented for the Boards consideration is an ordinance that will begin the formal process of acquiring the easement for public purposes on the Zimmerman Tract.

The eminent domain (condemnation) process has several steps. This is the first step that allows the City to move forward and notifies the owners of the City's intent. Simply summarized, the City passes an Ordinance stating the intent to acquire a property interest. Owners are provided a 60-day notice. An appraisal of the easement is completed and provided to the owners. An offer letter for the easement is provided to the owner. The City and Owner can at any time agree to settle for an agreed amount. If we (the owner and the City) cannot come to an agreement then the City files a petition with the court. The Court will assign three independent appraisers to provide a value for the property interest. The City and property Owners can either accept the value the court finds or appeal. The process takes 90 days more or less.

**PREVIOUS ACTION:**

The Board approved Authorization No. 94 for the engineering October 19, 2021

**POLICY ISSUE:**

Infrastructure maintenance / economic growth

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

☒ Ordinance

☐ Resolution

☐ Staff Report

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

☐ Contract

☐ Plans

☐ Minutes

**ORDINANCE AUTHORIZING CONDEMNATION OF CERTAIN LANDS FOR THE  
PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER LINE**

Authorizing condemnation and taking of public and private property interest for public use as a Temporary Construction & Grading Easements for a sewer improvement project "WEST INTERCEPTOR" in the City of Smithville, & Unincorporated Clay County, Missouri providing for the payment of just compensation therefore; authorizing continued negotiations and purchase by the City of Smithville; authorizing the filing of the petition for condemnation by the City Attorney on behalf of the City; and directing the City Clerk to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

WHEREAS the Board of Aldermen finds that certain interests in private property must be condemned for the necessary public use for the construction of a sanitary sewer improvement project "**WEST INTERCEPTOR**" in Smithville, Clay County Missouri as well as Unincorporated Clay County, Missouri.

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

**SECTION 1.** That the property interests herein described are hereby authorized condemned and taken for public purpose in and upon the land hereinafter described for use as a Sanitary Sewer Line, Sewer Easements and Temporary Construction & Grading Easements in a proceeding instituted in Clay County, Missouri, by the City Attorney for "**WEST INTERCEPTOR**", including any necessary structures or appurtenances, in Smithville, Clay County, Missouri, as well as in Unincorporated Clay County Missouri as hereinafter described.

**SECTION 2.** That the property interests obtained by condemnation shall be used by the City of Smithville, Missouri for the location of improvements to be constructed thereon including any necessary structures, facilities, and appurtenances to it, and Smithville or its authorized agents, employees or independent contractors, shall have the right to enter in or authorize the entry in and upon said properties for the purpose of constructing, reconstructing, maintaining, operating and repairing the following improvements hereinafter described:

Temporary Construction and Grading Easement

The Temporary Construction and Grading Easement(s) shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors, during the construction of said project, for grading and sloping, removal of trees and shrubbery, removal and replacement of fencing, sidewalks

and driveways, the storage of materials, the operation of equipment, and the movement of a working force.

The City of Smithville Missouri shall cause the surface of lands lying within said temporary construction easements to be restored to substantially the same physical condition that existed at the time Smithville or its agents entered upon them. Temporary construction easements shall terminate three (3) years from the date said easement is acquired and recorded by the Recorder of Deeds in Clay County, or upon completion and acceptance of the improvements by the Director of Public Works or the City Administrator whichever occurs first.

**SECTION 3.** That the private property is hereby authorized condemned and taken for public use and hereby described as follows:

### **TEMPORARY CONSTRUCTION EASEMENT**

#### **Temporary Construction & Grading Easement**

**Owner:** Jeffery and Cayla Zimmerman, 520 NE 144<sup>th</sup> Street, Smithville Missouri, 64089

All that part of Lot 7, Estates of Wilkerson Creek , a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, more particularly described as follows:

Beginning at the southeast corner of said Lot 7; thence N89°11'16"W, along the south line of said Lot 7, 61.82 feet to the southeast corner an existing platted sanitary sewer easement; thence N00°48'44"E, along the east line of said easement, 85.00 feet to the northeast corner thereof; thence N89°11'16"W, along the north line of said easement, 50.00 feet to the northwest corner thereof; thence S00°48'44"W, along the west line of said easement, 85.00 feet to the southwest corner thereof, said point being on the south line of said Lot 7; thence N89°11'16"W, along said south line, 80.00 feet; thence departing said south line, N00°48'44"E, 135.00 feet; thence S89°11'16"E, 237.05 feet to the east line of said Lot 7; thence S19°20'03"W, along said east line, 142.37 feet to the Point of Beginning.

Containing in all 24,699 square feet, more or less.

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

**SECTION 4.** Said improvements shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications certified under the supervision of the Director of Public Works the same being on file in the Public Works Department and being incorporated herein by reference.

**SECTION 5.** That just compensation for the property taken shall be assessed and paid according to law; and the proceedings to determine compensation shall be prosecuted in one or more suits in the Circuit Court of Clay County, Missouri, pursuant to the provisions of Chapter 523 & §88.010, §88.667 and/or §91.770 of the Revised Statutes of Missouri, as supplemented or amended and by Rules 86.01 to 86.10 of the Rules of Civil Procedure. Payment of compensation shall be made by the City of Smithville from funds appropriated for such purposes.

**SECTION 6.** That pending the acquisition of said property by condemnation, the City Administrator and/or the Director of Public Works is hereby authorized to continue negotiations on the purchase of said property and pay for it out of funds appropriated or to be appropriated as aforesaid, and if any tracts be so acquired by negotiation and purchase, the City Attorney is authorized to withdraw same from condemnation proceedings.

**SECTION 7.** That said property interests described in Section 3 be condemned and conveyed to the City of Smithville, Missouri.

**SECTION 8.** That upon the effective date of this ordinance the City Clerk is hereby directed to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> Day of April, 2023.

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DAMIEN BOLEY, MAYOR

ATTEST:

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LINDA DRUMMOND, CITY CLERK

First reading:

Second reading:



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2986-23, An Ordinance authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission. First Reading

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**REQUESTED BOARD ACTION:**

Motion to approve Bill No. 2986-23, authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission for the Second Creek Sidewalk. First reading by title only.

**SUMMARY:**

The City was awarded a \$600,000 Transportation Alternatives Program Grant to construct an eight-foot wide sidewalk on Second Creek from Wright Valley Road to Highway 169.

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
Second Creek Sidewalks	\$150,000	\$945,000	\$1,095,000	<b>\$600,000</b>	\$495,000

The project schedule anticipates Construction in 2026.

**PREVIOUS ACTION:**

**POLICY ISSUE:**

Pedestrian accessibility and safety  
Safe Routes to School

**FINANCIAL CONSIDERATIONS:**

This project is planned in the CIP.

**ATTACHMENTS:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Ordinance | <input checked="" 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:    |  |

**BILL NO. 2986-23**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE  
A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH  
THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
FOR PEDESTRIAN IMPROVEMENTS ON SECOND CREEK**

**WHEREAS**, the City received funding from the Transportation Alternatives Funds Program for pedestrian improvements on Second Creek from Wright Valley Road to Highway 169; and

**WHEREAS**, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

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

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for pedestrian improvements on Second Creek from Wright Valley Road to Highway 169, in the City of Smithville.

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

PASSED THIS 18<sup>th</sup> DAY OF APRIL, 2023

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 04/03/2023

Second Reading: 04/18/20223

CCO Form: DE65  
Approved: 12/07 (BDG)  
Revised: 01/23 (BDG)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson Entity, Missouri 65102, and the City of Smithville (hereinafter, "Entity"), whose address is 107 W Main Street, Smithville, MO 64089.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, US 169 in Smithville, MO and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

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

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is near Second Creek Road to US 169 in Smithville, Clay County, Missouri, as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and

protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense.

(10) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(14) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this

Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on \_\_\_\_\_(DATE).

Executed by the Commission on \_\_\_\_\_(DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By\_\_\_\_\_

Title\_\_\_\_\_

Approved as to Form:

Approved as to Form:

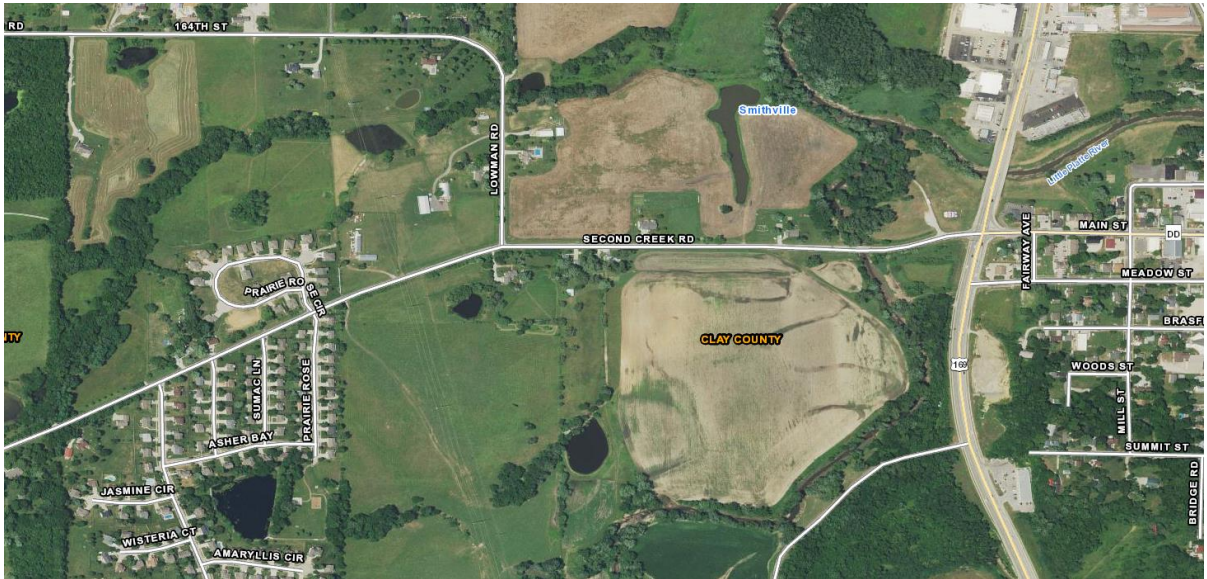
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title\_\_\_\_\_

Ordinance Number:\_\_\_\_\_

## Exhibit A – Location



CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP - 3302450  
Award Year: 2026  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Near Second Creek Road in Smithville, MO

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The

Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$600,000.00 (six hundred thousand dollars) The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors,

if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF

2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

*\*If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

## Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: TAP 3302450 Second Creek Sidewalk

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	3/1/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	7/1/2023
Conceptual Study (if applicable)	5/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2026
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2027
Plans, Specifications & Estimate (PS&E) Approval	5/1/2027
Advertisement for Letting	6/1/2027
Bid Opening	7/1/2027
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	8/31/2027

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2987-23, An Ordinance authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission. First Reading

---

**REQUESTED BOARD ACTION:**

Motion to approve Bill No. 2987-23, authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission for the Bridge Street Roundabout. First Reading by title only.

**SUMMARY:**

The City was awarded an \$896,000, Surface Transportation Block Grant, to construct a roundabout at the intersection of Bridge Street and First Street.

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
1st & Bridge Street Round-A-Bout	\$250,000	\$1,730,000	\$1,980,000	<b>\$896,000</b>	\$1,084,000

The project schedule anticipates construction in 2026.

**PREVIOUS ACTION:**

**POLICY ISSUE:**

Pedestrian accessibility and safety  
Transportation safety

**FINANCIAL CONSIDERATIONS:**

This project is planned in the CIP.

**ATTACHMENTS:**

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE  
A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT  
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR  
BRIDGE STREET ROUNDABOUT**

**WHEREAS**, the City received funding from the Surface Transportation Block Grant Program for the construction of a roundabout at the intersection of Bridge Street and First Street in the City of Smithville; and

**WHEREAS**, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

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

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for the construction of a roundabout at the intersection of Bridge Street and First Street in the City of Smithville.

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

PASSED THIS 18<sup>th</sup> DAY OF APRIL, 2023

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 04/03/2023

Second Reading: 04/18/2023

CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STBG 3302441  
Award Year: 2026  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville, Clay County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project 3302441 involves:

Construction of a roundabout

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project 3302441 by the Commission is within the city limits of Smithville, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

In the area of Bridge Street, US 169 Spur, and RT F in Smithville,  
MO

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY/COUNTY/GRANTEE TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words

of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80% (eighty percent) not to exceed \$896,000.00 (eight hundred ninety six thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this

Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project 3302441 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor

invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(56) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's **Kansas City District Engineer** is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
Director of Public Works  
107 W Main Street  
Smithville, MO 64089
- (B) To the Commission:  
Kansas City District Engineer  
600 NE Colbern Rd  
Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases

of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all

records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

By \_\_\_\_\_

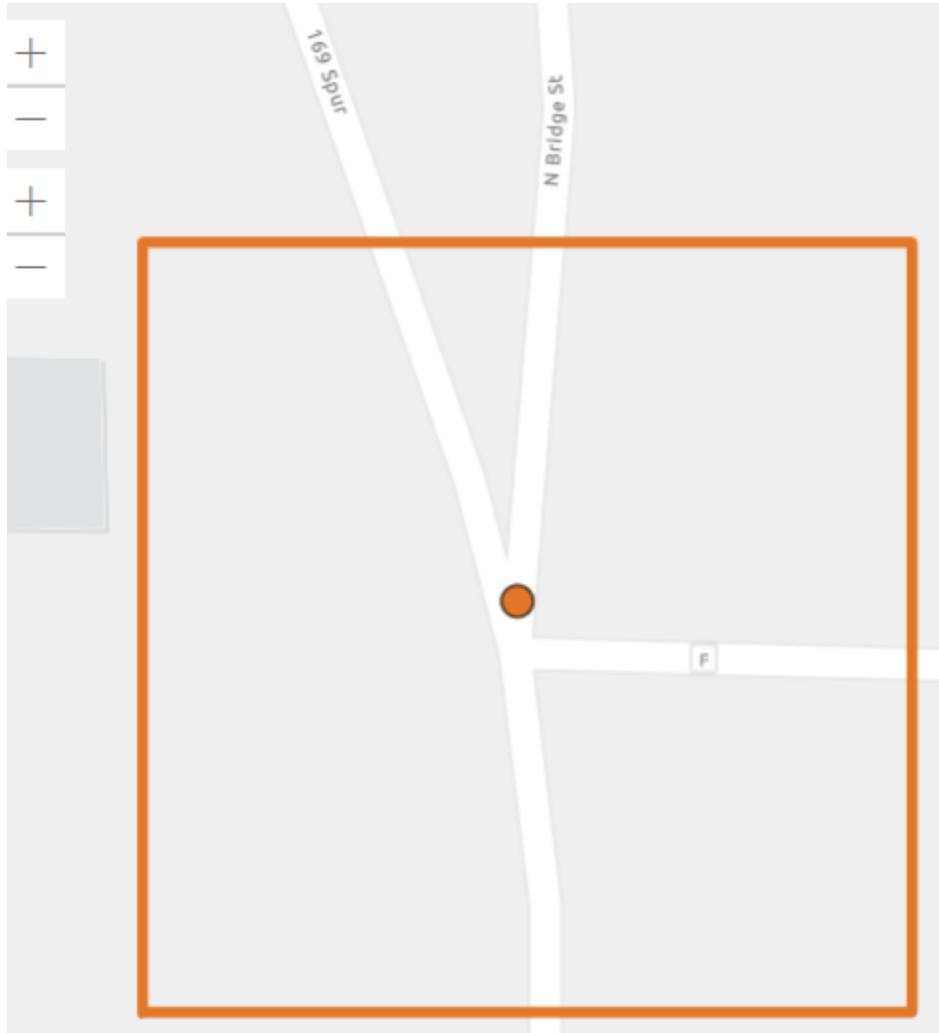
Commission Counsel

Title \_\_\_\_\_

[If needed to authorize a city official  
to execute the agreement.]

Ordinance No: \_\_\_\_\_

## Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STBG 3302441 Bridge Street Roundabout

Task	Date
Date funding is made available or allocated to recipient	3/1/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	6/1/2023
Conceptual Study (if applicable)	3/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	3/1/2027
Plans, Specifications & Estimate (PS&E) Approval	5/1/2027
Advertisement for Letting	7/1/2027
Bid Opening	8/1/2027
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	8/31/2027

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 2988-23, An Ordinance authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission. 1st Reading

---

**REQUESTED BOARD ACTION:**

Motion to approve Bill No. 2988-23, authorizing the Mayor to sign an agreement with Missouri Highways and Transportation Commission for the Riverwalk Park. First reading by title only.

**SUMMARY:**

The City was awarded \$900,000 Transportation Alternatives Program Grant to a multi-use path in Riverwalk Park.

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
Riverwalk Park – Phase I	\$250,000	\$1,800,000	\$2,050,000	<i>\$900,000</i>	\$1,150,000

The project schedule anticipates construction in 2026.

**PREVIOUS ACTION:**

**POLICY ISSUE:**

Pedestrian accessibility and safety  
Recreation

**FINANCIAL CONSIDERATIONS:**

This project is planned in the CIP.

**ATTACHMENTS:**

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

**BILL NO. 2988-23**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE  
A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT  
WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION  
COMMISSION FOR RIVERWALK PARK**

**WHEREAS**, the City received funding from the Transportation Alternatives Funds Program for improvements to Riverwalk Park including a multi-use path; and

**WHEREAS**, the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City") desire to enter into an agreement, the purpose of the Agreement is to grant the use of such transportation enhancement funds to the City.

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

Section 1. That the Mayor is authorized and directed to execute an agreement with the Missouri Highways and Transportation Commission Municipal Agreement for improvements to Riverwalk Park including a multi-use path.

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

PASSED THIS 3rd DAY OF APRIL 2023

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 04/03/2023

Second Reading: 04/18/2023

CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP - 3302449  
Award Year: 2026  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Smithville (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: in the area of the Little Platte River in Smithville, MO.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable

progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of

administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply

with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States

Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$900,000.00 (nine hundred thousand dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from

auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on \_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

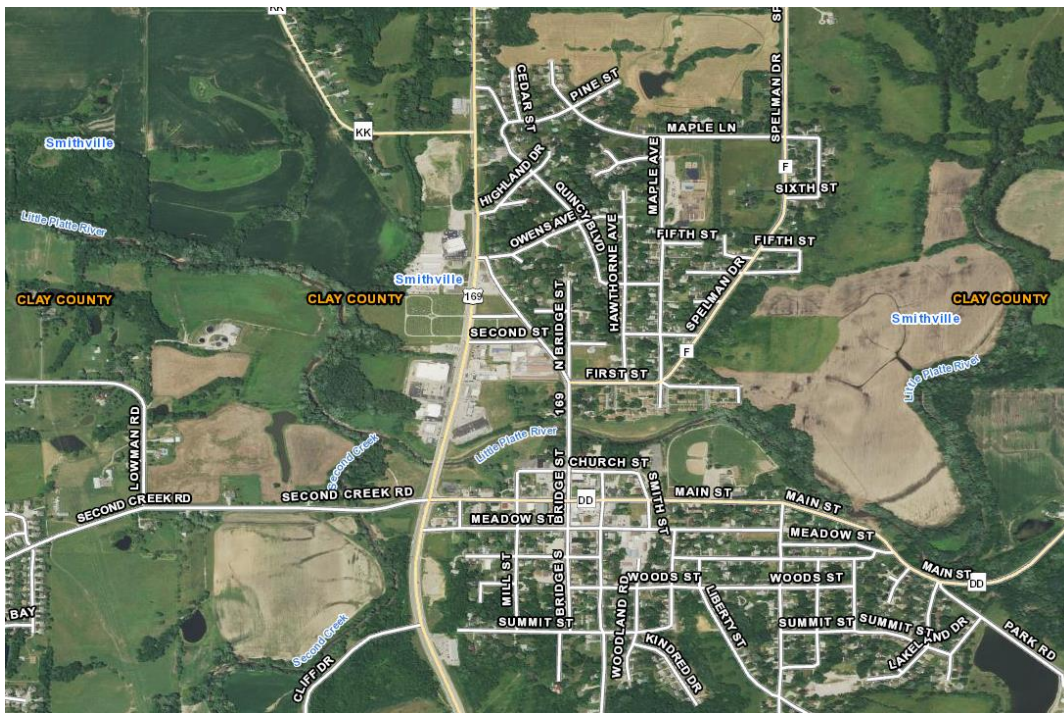
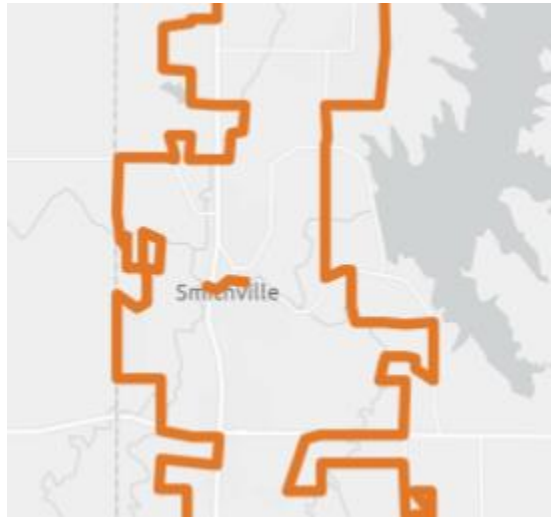
\_\_\_\_\_

Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

*\*If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

## Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: TAP 3302449 Riverwalk Park Phase 1

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	3/1/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	7/1/2023
Conceptual Study (if applicable)	3/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2025
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2027
Plans, Specifications & Estimate (PS&E) Approval	2/1/2027
Advertisement for Letting	6/1/2027
Bid Opening	7/1/2027
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	8/31/2027

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

CCO Form: DE65  
Approved: 12/07 (BDG)  
Revised: 01/23 (BDG)  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SIDEWALK IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson Entity, Missouri 65102, and the City of Smithville (hereinafter, "Entity"), whose address is 107 W Main Street, Smithville, MO 64089

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, located at US 169 in Smithville, MO; and

WHEREAS, the Entity is desirous of performing certain tasks related to the installation and maintenance of sidewalk improvements.

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

(1) PROPOSAL: The Entity proposes and the Commission will allow the installation, including maintenance, of sidewalk improvements on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the sidewalk improvements to be installed and maintained pursuant to this Agreement is at US 169 in Smithville, Clay County, Missouri, near the Little Platte River as shown on the attachment marked as Exhibit A, which is incorporated herein by reference.

(3) COSTS: All costs associated with the construction of the proposed sidewalk improvements, including, but not limited to, signing, traffic signals, and traffic control during construction, will be borne entirely by the Entity, with no cost incurred by the Commission.

(4) PLANS: The Entity shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and

traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.

(6) RELOCATION: The Entity shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The Entity will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the Entity to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The sidewalk improvements will not be placed in operation until the Commission authorizes.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and

protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The Entity, at its sole cost and expense, is responsible for maintaining all sidewalks constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the sidewalk improvements will be the responsibility of the Entity. Maintenance by the Entity will include, but is not limited to, crack repair, patching holes, removing litter, debris, trash, and leaves, and removal of snow and ice (through methods approved by the Commission). All sidewalks constructed pursuant to this Agreement shall be maintained in a condition safe for use of the sidewalks by the general public at all times. If the Entity fails to maintain the sidewalks in a safe condition, the Commission may cancel this Agreement and remove the sidewalks from Commission right of way or the Commission may maintain the sidewalks at the Entity's cost and expense.

(10) PERMITS: Before beginning work, the Entity shall secure from the Commission's District Engineer a permit for the proposed improvement. The Entity shall comply with any additional conditions placed on the permit by the Commission.

(11) BOND: The Entity shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, Standard Plans for Highway Construction, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(14) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(22) NO INTEREST: By constructing and maintaining the sidewalk improvements on Commission right of way, the Entity gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the Entity shall not be entitled to a refund of the funds expended by the Entity pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this

Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity on \_\_\_\_\_(DATE).

Executed by the Commission on \_\_\_\_\_(DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By\_\_\_\_\_

Title\_\_\_\_\_

Approved as to Form:

Approved as to Form:

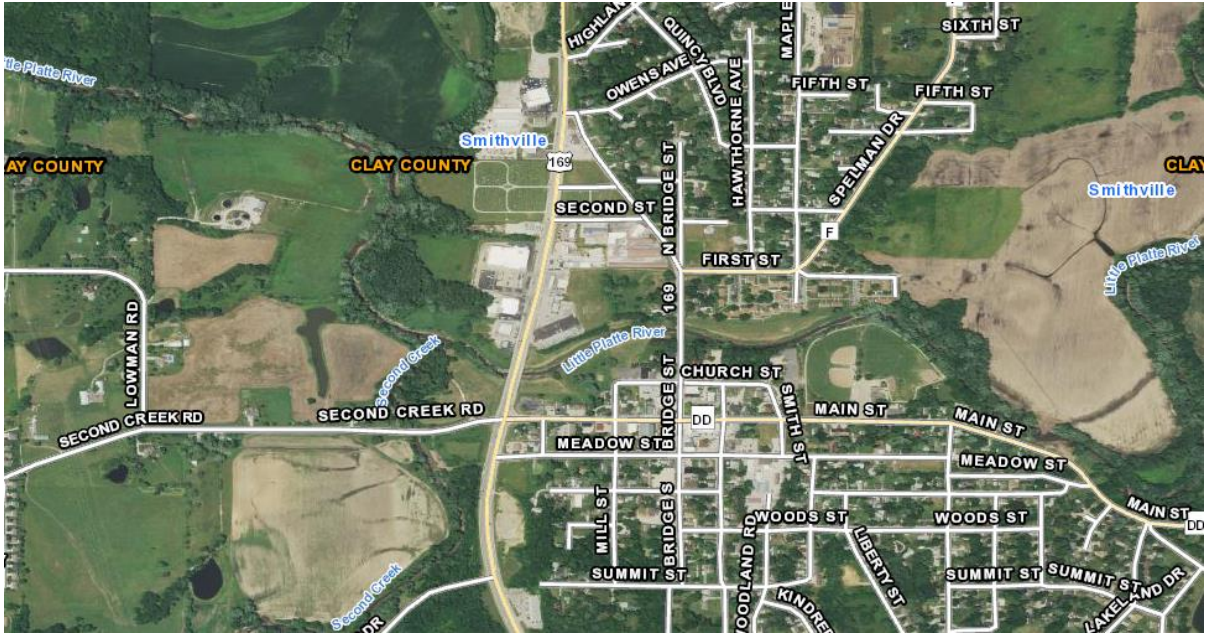
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title\_\_\_\_\_

Ordinance Number:\_\_\_\_\_

## Exhibit A – Location





## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** RES 1205, authorizing payment to Mid-America Regional Council

---

### REQUESTED BOARD ACTION:

A motion to approve Resolution 1205, authorizing expenditure to Mid-America Regional Council(MARC) for a 1% project fee that provides a portion of the non-federal funds that they are required to match federal funds.

### SUMMARY:

The City has been awarded grant funds for the following projects:

Capital Improvement Project	Engineering Estimate	Construction Estimate	Total Project Estimate	Total Reimbursement	Total Net Cost to City
1st & Bridge Street Round-A-Bout	\$250,000	\$1,730,000	\$1,980,000	<b>\$896,000</b>	\$1,084,000
Riverwalk Park – Phase I	\$250,000	\$1,800,000	\$2,050,000	<b>\$900,000</b>	\$1,150,000
Second Creek Sidewalks	\$150,000	\$945,000	\$1,095,000	<b>\$600,000</b>	\$495,000

Totaling \$2,396,000

MARC assesses a 1% project fee that provides a portion of the non-federal funds that they are required to match federal funds that support regional transportation planning and investments.

These projects are planned for 2026.

### PREVIOUS ACTION:

A budget amendment was presented earlier in the Board's agenda.

### POLICY ISSUE:

Infrastructure maintenance / economic growth

### FINANCIAL CONSIDERATIONS:

A budget amendment was presented earlier in the Board's agenda. The construction costs will be included in the City's CIP.

### 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  |

☐ Other: Click or tap here to enter text.

## **RESOLUTION 1205**

### **A RESOLUTION AUTHORIZING PAYMENT TO MID-AMERICA REGIONAL COUNCIL**

**WHEREAS**, the City of Smithville has been awarded federal transportation funds totaling \$2,396,000 for Bridge Street Roundabout, Riverwalk Park and Second Creek Sidewalk; and

**WHEREAS**, the Mid-America Regional Council assesses a project fee of 1% that provides a portion of the non-federal funds required to match federal funds that support regional transportation and investment programs.

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

**THAT** payment to the Mid-America Regional Council in an amount of \$23,960 is approved.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3<sup>rd</sup> day of April, 2023.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

600 Broadway, Suite 200  
Kansas City, Missouri 64105-1659

816-474-4240  
816-421-7758 FAX  
marcinfo@marc.org  
www.marc.org



March 15, 2023

Cynthia Wagner  
City Manager  
City of Smithville, Missouri  
107 West Main Street  
Smithville, Missouri 64089

Dear Ms. Wagner:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2022:

Project Name	Source	Amount
Bridge Street Roundabout	STBG-MO	\$896,000
Riverwalk Park	TA-MO	\$900,000
Second Creek Sidewalk	TA-MO	\$600,000
<b>Total Funding</b>		<b>\$2,396,000</b>

As you know, in 2020 the MARC Board of Directors approved an update to the *MARC Transportation Program Local Match Policy and Strategy* that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the projects above results in an amount of \$23,960 that will be due to MARC in 2023, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at (816) 474-4240 or rona@marc.org.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Achelpohl".

Ronald B. Achelpohl, PE  
Director of Transportation & Environment

Attachment

Cc: Chuck Soules

Chair  
Carson Ross  
Mayor  
Blue Springs,  
Missouri

1st Vice Chair  
Janeé Hanzlick  
Commissioner  
Johnson County,  
Kansas

2nd Vice Chair  
Beto Lopez  
Mayor Pro Tem  
Lee's Summit,  
Missouri

Treasurer  
Damien Boley  
Mayor  
Smithville,  
Missouri

Secretary  
Holly Grummert  
Councilmember  
Overland Park,  
Kansas

Executive Director  
David A. Warm



Remit To:  
600 Broadway Suite 200  
Kansas City, MO 64105-1659  
Phone: (816) 474-4240  
Fax: (816) 421-7758

Invoice	D-I-0004569
Date	2/28/2023
Grant No.	12500
Page	1

**Bill To:**

City of Smithville

107 W. Main  
Smithville MO 64089

**Return one copy with payment.**

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	SMITHVLOCALDUE		Due on Receipt	19,596
Item Number	Description	Ext. Price		
12500	Transportation Project Fees	\$23,960.00		
		Subtotal	\$23,960.00	
		Misc	\$0.00	
		Total	\$23,960.00	



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution 1206, City Administrator Employment Agreement

---

**REQUESTED BOARD ACTION:**

Motion to Approve Resolution 1206, authorizing the Mayor to execute an updated employment agreement with Cynthia Wagner for the City Administrator position.

**SUMMARY:**

This Resolution approves an updated agreement with Cynthia Wagner for services as City Administrator based on a performance review conducted March 7, 2023 by the Board of Aldermen. The updated Employment Agreement incorporates the following changes:

- Increases annual compensation.
- Increases contribution to retirement provided in lieu of health insurance.  
(Current City of Smithville costs for employee health insurance range from \$7,968 to \$18,529 annually depending on plan selected.)

**PREVIOUS ACTION:**

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

**POLICY ISSUE:**

None.

**FINANCIAL CONSIDERATIONS:**

FY2023 Budget includes compensation increases for all employees.

**ATTACHMENTS:**

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

## RESOLUTION 1206

### **AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN UPDATED EMPLOYMENT CONTRACT WITH CYNTHIA WAGNER FOR THE CITY ADMINISTRATOR POSITION.**

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

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

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

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **RESOLUTION EXHIBIT A**

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

This Agreement is made and entered into this 3<sup>rd</sup> day of April 2023, between the City of Smithville, Missouri (hereinafter called "City" or "Employer"), and Cynthia Wagner (hereinafter called Employee), pursuant to these terms and conditions:

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

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

#### **I. TERM**

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

#### **II. EMPLOYMENT STATUS AND HOURS**

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

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

### **III. DUTIES**

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

### **IV. COMPENSATION**

4.1 City agrees to pay Employee as compensation for the duties to be performed under this Agreement the base salary of One Hundred Sixty-Three Thousand Dollars (\$163,000.00) per year, to be payable in 26 equal payments at the time, and as a part of the regular payroll of the City, and subject to all such lawful deductions for payment to employees of the City.

### **V. FRINGE BENEFITS/ ADDITIONAL COMPENSATION:**

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

5.2 In Lieu of Health Insurance. Employee Represents that she has health Insurance through another source and wishes to decline all Health, Dental or Vision Insurance through the current Plans in place by the City on such terms and conditions as is available for all other employees of the City. The City will pay Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) per year, to be payable in 24 equal payments (two

per month) to Employee's IRS 457 plan subject to all applicable rules and regulations in lieu of the City providing Employee any Health, Dental or Vision insurance.

5.3 Retirement: The City agrees, as a part of the compensation to Employee, that it will make contributions to LAGERS on behalf of the Employee, and Employee will also make contributions to such plan in accordance with the agreement with LAGERS for the retirement of all employees.

5.4 Vehicle Allowance: In addition to the moneys paid as salary, the City agrees to pay Employee an additional sum for a car allowance in the amount of Forty-Five Hundred (\$4,500.00) per year to be payable in 26 equal payments in accordance with the current payroll procedures for these payments, to be used as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Consideration shall be given on an annual basis to adjust the monthly allowance dependent upon changes in travel demands and routine vehicle fuel and maintenance costs. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Kansas City area, subject to current policy for travel reimbursement that applies to all other employees. Travel to and from Employee's home outside the City of Smithville to the City shall not be eligible for reimbursement.

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

5.6 Other Insurance: EMPLOYEE shall be entitled, on such terms and conditions as is available to any other employee of the City, to participate in other Insurance programs made available through the City, which may be at EMPLOYEE'S expense.

## **VI. OUTSIDE ACTIVITIES**

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

## **VII. BOND**

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

## **VIII. PROFESSIONAL ASSOCIATIONS/TRAINING**

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

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

## **IX. PERFORMANCE AND REVIEW**

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

## **X. TERMINATION**

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

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

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

(b) The conviction of any felony, or for engaging in any unethical conduct as described in the ICMA' Code of Ethics, and/or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply.

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

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

10.05 Return of City Property. All records, patents, trademarks, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the City, which pertain to the business of the City shall be and remain the property of the City and be subject at all times to its discretion and control thereof. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or

future plans of the City which is collected by Employee shall be delivered promptly to the City without request by it upon termination of Employee's employment.

## **XI. SEVERANCE**

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

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

(a) The severance pay is a benefit equal to Twenty-Four Months (24) Months of salary as set forth in paragraph 4.1. If entitled to severance pay, the EMPLOYEE shall also be compensated for all accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). Severance pay shall not include any unaccrued amounts due under paragraphs 5.1 through 5.6 of this Agreement.

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

## **XII. INDEMNIFICATION**

12.1 To the extent permitted by applicable law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Administrator, unless the act or omission involved intentional, willful or wanton conduct or criminal action. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals. The Employer shall indemnify Employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties

and occurring within the course and scope of her employment unless the act or omission involved intentional, willful or wanton conduct or criminal action.

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

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

### **XIII. APPLICABLE LAW, JURISDICTION AND VENUE**

13.1 The terms of this Agreement are subject to and shall be interpreted and enforced pursuant to the laws of the State of Missouri. Any action in regard to the content or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. The parties submit to the Jurisdiction of the courts of the State of Missouri and to venue in Clay County.

### **XIV. NOTICES**

14.1 Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Mayor, City of Smithville Missouri 107 W. Main Street Smithville, MO 64089. Notice to Employee shall be sent to the Employee at 8244 Primrose Street DeSoto Kansas 66018. Either party may designate such other Person and/or delivery address from time to time by written Notice. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

### **XV. GENERAL PROVISIONS**

15.1 Integration. This Agreement and the Municipal Code of the City of the City of Smithville, Missouri, including the Employer's Employee Handbook/Personnel Manual (which may be amended by the Employer pursuant to the terms of the Handbook or Manual) , current policy or other law, except when in conflict with this Agreement, sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or

representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

15.2 Condition Precedent: This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Employment Agreement Contract.

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

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

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

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

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

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

**THE CITY OF SMITHVILLE**

By: \_\_\_\_\_  
Damien Boley, Mayor

**EMPLOYEE**

By: \_\_\_\_\_  
Cynthia Wagner



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1207 - Approving a change order for the Winner Avenue Watermain Improvements, Bid No. 22-23

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1207, a change order for the Winner Avenue Watermain Improvements to Blue Moon Hauling in the amount of \$9,135.80 for additional work.

### **SUMMARY:**

The water main on Winner Avenue between Meadow north to east Woods Street and East Woods from Winner Road to Woodland Avenue is deteriorated and has had several leaks in the last couple years. The project installed a new 8-inch main and looped it into the waterline on Woodlawn Avenue. New services to the residents were also installed. The sewer main on Winner in this same area was replaced earlier in 2022.

In December 2022 the Board awarded the bid to Blue Moon Hauling in an amount of \$214,870 with a force account of \$25,000 bringing the total project cost to \$239,870. During the project, additional work to avoid existing utilities, install additional valving and final quantities installed totaled \$249,005.80. This amounts to a change order of \$9,135.80.

### **PREVIOUS ACTION:**

Resolution 1158 – Awarding the bid to Blue Moon Hauling.

### **POLICY ISSUE:**

Maintaining infrastructure

### **FINANCIAL CONSIDERATIONS:**

This project was included in the 2023 Utilities CIP Budget in the amount of \$500,000. There are sufficient funds in the Combined Water and Wastewater Utility fund for this project. This project cost was included in the rate analysis.

### **ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

## **RESOLUTION 1207**

### **A RESOLUTION APPROVING A CHANGE ORDER TO BID NO. 22-23, WINNER AVENUE WATER MAIN**

**WHEREAS**, after a bid process the Smithville Board of Alderman approved Resolution 1158 awarding Bid No. 22-23 to Blue Moon Hauling in an amount of \$214,870; and

**WHEREAS**, Resolution 1158 provided for a force account of \$25,000 providing a total project cost of \$239,870; and

**WHEREAS**, the project was completed on March 2, 2023, at a cost of \$249,005.80.

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

**THAT** a change order in an amount of \$9,135.80 is hereby approved.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3<sup>rd</sup> day of April, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works – Water

**AGENDA ITEM:** Resolution 1208, Authorization No. 99 – Engineering Design for Water Treatment Plant Improvements

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1208, authorizing and directing the mayor to execute Authorization No. 99 with HDR Engineering, Inc. for engineering design for water treatment plant improvements.

**SUMMARY:**

The City uses lime to soften the water produced. The water treatment plant produces lime residuals that accumulate in lagoons, which are inert and non-hazardous.

There are many benefits to spreading lime on farms. Lime is a soil conditioner and controls the soil acidity by neutralizing the effects of acids from nitrogen (N) fertilizer, slurry and high rainfall. Other benefits include an increase in earthworm activity, improvement in soil structure and grass is more palatable to livestock. These lagoons have not been cleaned out for a number of years.

Additionally, water treatment plant improvements will include:

- Replacing filter media
- Replacement of several valves and actuators
- Replacement of lime and powder activated carbon feeder

HDR will provide engineering and project administration services for \$255,730.

**PREVIOUS ACTION:**

Water treatment Plant improvements are included in the 2023 CIP.

**POLICY ISSUE:**

Utilities infrastructure maintenance.

**FINANCIAL CONSIDERATIONS:**

The 2023 Capital Improvement Plan for the Combined Water and Wastewater system includes \$1 million for this project.

**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 1208**

### **A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION NO. 99 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR WATER PLANT IMPROVEMENTS**

**WHEREAS**, the City maintains a Water Treatment Plant to provide safe drinking water; and

**WHEREAS**, improvements to the water treatment plant are necessary; and

**WHEREAS**, HDR Engineering Inc. has submitted Authorization No. 99 to complete the engineering design and specifications for Water Treatment Plant Residuals Removal and Treatment Plant improvements.

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

**THAT** the Mayor is hereby authorized to execute Authorization No. 99 with HDR Engineering, Inc. to complete the engineering design and specifications for Water Treatment Plant Improvements in an amount of \$255,730.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April, 2023

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

**AUTHORIZATION No. 99  
TO  
AGREEMENT BETWEEN  
CITY OF SMITHVILLE, MISSOURI  
AND  
HDR ENGINEERING, INC. (FORMALLY E.T. ARCHER CORPORATION)  
FOR  
PROFESSIONAL ENGINEERING SERVICES**

**WATER TREATMENT PLANT RESIDUALS REMOVAL, BERM REPAIR, AND PLANT IMPROVEMENTS 2023**

In accordance with Section 1.A. of the December 18, 2003 Agreement, ENGINEER is hereby authorized to provide design, bid, and construction services for the removal and disposal of residuals solids within the Water Treatment Plant (WTP) lagoons and Water Treatment Plant Improvements in Smithville, Missouri.

**PROJECT DESCRIPTION**

The Project consists of providing design, bid, and construction services for the following two contracts:

1. Removal and disposal of residuals solids within the water treatment plant (WTP) lagoons. After the solids have been removed from the lagoons, berm repair will occur as required by the Contract Documents.
2. Water treatment plant improvements consisting of the following items:
  - a. Removal of the existing filter media in five (5) filters and replacement with new media. The new media will be the same gradation and depths as originally installed. The City will provide HDR with details on the original gradations.
  - b. Repair of the underdrain in one of the filters.
  - c. Replacement of the filter influent mud valve in one of the filters.
  - d. Replacement of the 14-inch, 10-inch and 2-inch pneumatic actuators for each of the 5 filters with electrically motorized actuators.
  - e. Replacement of the pneumatic operated filter control panel with a push button or computer control panel that will operate the motorized actuators.
  - f. Replacement of one lime and one powder activated carbon small bag feeder.

**Assumptions**

1. Residuals Removal and Berm Repair
    - a. Comprehensive testing of residuals is not required since the treatment operations have not changed significantly since the work was performed in 2013. Two tests for each lagoon will be provided.
    - b. Will be removed no more than 645 dry tons of residuals.
    - c. The selected Contractor will obtain the rights to dispose of the solids on private land or remove the residuals to a licensed landfill. The Contractor shall maintain
-

records of the amount and the location where the residuals are applied and meet the reporting requirements of the Missouri Department of Natural Resources (MDNR).

2. WTP Improvements
  - a. Ventilation and electrical improvements are not included. City indicated they upgraded to meet OSHA requirements.

## **SCOPE OF SERVICES**

Engineer will perform the following services.

- Task 1 – 4 – Residuals Removal and Berm Repair
- Task 1, 5 – 8 – WTP Improvements

### **Task 1 – Project Management**

1. Project Management activities including development of project management plan and safety plan, schedule/budget control, quality control (QC), and invoice management.
2. Perform an internal Project Approach and Resource Review (PARR) as part of HDR's QC program.

### **Task 2 – Preparation of Contract Bidding Documents - Residuals Removal and Berm Repair**

1. Conduct a site visit and meet with staff to obtain information concerning the lagoon residuals.
2. Prepare base maps showing the size, configuration, and volume of the lagoons.
3. Obtain two (2) samples from each lagoon and send samples to laboratory for testing.
4. Review laboratory testing results, perform calculations to estimate land application requirements for the various metals and residuals.
5. Review the design of the lagoon liner and provide repair options and costs.
6. Prepare Contract Documents (drawings and specifications).
7. Perform an internal QC review on the Contract Documents.
8. Meet with the City to review Contract Documents.
9. Receive solids disposal documentation from Contractor and Submit to MDNR for review and comment.
10. Prepare a final opinion of probable construction cost for residuals removal and disposal.

### **Task 3 – Bid Services - Residuals Removal and Berm Repair**

1. Prepare and submit Advertisement and Bid Package (submit electronically to City and Drexel Technologies for distribution to potential bidders).
2. Conduct a pre-bid conference with potential bidders.
3. Address questions from potential bidders and suppliers and prepare up to two (2) addenda.
4. Attend Bid Opening and prepare bid tabulation.
5. Evaluate bidders and prepare recommendation of award to the City.

6. Prepare Conformed to Bid Contract Documents and distribute four (4) copies for execution.
7. Prepare Notice of Award and Notice to Proceed to the selected bidder.

**Task 4 – Construction Services - Residuals Removal and Berm Repair**

1. Prepare and conduct a pre-construction meeting with the selected Contractor.
2. Review up to five (5) Contractor submittals.
3. Conduct up to six (6) virtual progress/coordination meetings.
4. Answer and/or issue up to two (2) RFIs, Field Orders, or Work Change Directives.
5. Review up to three (3) Contractor's Application for Payment and provide recommendation for payment to City.
6. Review and assist with submitting MDNR compliance reports as developed by the Contractor.
7. Perform Substantial Completion inspection and prepare punch list for Final Completion.
8. Perform Final Completion inspection and prepare documents for Project closeout.

**SCHEDULE - Residuals Removal and Berm Repair**

Task 1: Project Management

May 2023 through March 2024

Task 2: Preparation of Contract Bidding Documents

May 2023 through July 2023

Task 3: Bidding

August 2023 through October 2023

Task 4; Construction

October 2023 through March 2024

Scope and fee based upon 6-month construction duration. An extension beyond 6 months will result in a scope and fee amendment.

**DATA REQUEST - Residuals Removal and Berm Repair**

Chemical supplier and quantities information.

**DELIVERABLES - Residuals Removal and Berm Repair**

Two sets of lagoon residuals tests.

Contract Bidding Documents.

**Task 5 – Preparation of Contract Bidding Documents - WTP Improvements**

1. Conduct a site visit and meet with staff to obtain information concerning the filter repair and media replacement, valve replacement, and chemical feed replacement.
2. Replacement of existing pneumatic filter valve actuators with electric actuators.
3. Replacement of existing lime and PAC chemical feed package systems.
4. Prepare technical specifications and contracts for bidding.
5. Prepare drawings using the existing 1993 Water Treatment Plant Improvements Drawings by Larkin Engineers as the base drawings.
6. Perform an internal QC review on the Contract Documents.

7. Meet with City staff to review the proposed Contract Documents.
8. Modify or change the Contract Documents per the comments from the meeting with the City.
  - a. Submittal to MDNR not included to replacement of existing equipment and materials.
9. Prepare a final cost estimate for WTP Improvements.

**Task 6 – Bid Services - WTP Improvements**

1. Prepare and submit Advertisement and Bid Package (submit electronically to City and Drexel Technologies for distribution to potential bidders).
2. Conduct a pre-bid conference with potential bidders.
3. Address questions from potential bidders and suppliers and prepare up to two (2) addenda.
4. Attend Bid Opening and prepare bid tabulation.
5. Evaluate bidders and prepare recommendation of award to the City.
6. Prepare Conformed to Bid Contract Documents and distribute four (4) copies for execution.
7. Prepare Notice of Award and Notice to Proceed to the selected bidder.

**Task 7 – Construction Services – WTP Improvements**

1. Prepare and conduct a pre-construction meeting with the selected Contractor.
2. Review up to twenty (20) Contractor submittals.
3. Conduct up to eight (8) virtual progress/coordination meetings.
4. Answer and/or issue up to five (5) RFIs, Field Orders, or Work Change Directives.
5. Issue up to two (2) Change Orders.
6. Review up to eight (8) Contractor's Application for Payment and provide recommendation for payment to City.
7. Perform up to four (4) site visits at key milestones during the Project.
  - a. PM, Process Engineer, and Process will attend four (4) milestone visits. Electrical Engineer will attend one (1) milestone visit.
8. Review Operation and Maintenance (O&M) manuals submitted by the Contractor.
9. Perform Substantial Completion inspection and prepare punch list for Final Completion.
10. Perform Final Completion inspection and prepare documents for Project closeout.
11. Prepare record drawings.

**SCHEDULE - WTP Improvements**

Task 1: Project Management

May 2023 through August 2024

Task 5: Preparation of Contract Bidding Documents

May 2023 through September 2023

Task 6: Bidding

October 2023 through November 2023

Task 7; Construction

January 2024 through August 2024

Scope and fee based upon 8-month construction duration. An extension beyond 8 months will result in a scope and fee amendment.

**DATA REQUEST- WTP Improvements**

Chemical Lime and Powder Activated Carbon supplier and quantities information.

**DELIVERABLES - WTP Improvements**

Contract Bidding Documents.

**FEE**

The CITY shall compensate ENGINEER for the services above in an amount not to exceed \$255,730.00 per Exhibit A.

This AUTHORIZATION shall be binding on the parties hereto only after it has been duly executed and approved by the CITY and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in duplicate on the respective dates indicated below.

CITY: SMITHVILLE, MISSOURI

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


\_\_\_\_\_  
Damien Boley

Type or Print Name

Title \_\_\_\_\_ Mayor

Date \_\_\_\_\_ April 3, 2023

ENGINEER: HDR Engineering, Inc.

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


\_\_\_\_\_  
Cory Imhoff, P.E.

Type or Print Name

Title \_\_\_\_\_ Sr. Vice President

Date \_\_\_\_\_ Mar 24, 2023

## EXHIBIT A



## Smithville MO WTP Improvements and Residuals Removal and Berm Repair 2023

## Scope and Fee

Staff Name	Saffels, R	Patrick, D	Koirala, A	Dinkel, T	Campbell, J	Fuller, T	Wiseman, D	McCann, V	Boyd, T	Steel, J	Bunch, D	Witte, N	HDR Expenses	Total
Rate Schedule Code	Senior Project Manager III	Engineer III	Engineer I	Cadd/GIS Technician IV	Senior Support Staff	Senior Support Staff	Senior Technical Specialist	Engineer II	Engineer IV	Engineer II	Senior Technical Specialist	Engineer IV		
Billing Rate	\$290.00	\$150.00	\$120.00	\$150.00	\$125.00	\$125.00	\$290.00	\$135.00	\$175.00	\$135.00	\$290.00	\$175.00		
TASKS														
A. Task 1 -Project Management														
1 Project Setup and Administration		8			4	8							\$200	\$2,900
2 Quality Control	2	2			2									\$1,130
3 Safety Plan		2			2									\$550
4 Project Management Including Monthly Invoicing (15 months)	8	16			16	18								\$8,970
5 Project Approach and Resource Review	2	4									12		\$100	\$4,760
Subtotal Hours	12	32	0	0	24	26	0	0	0	0	12	0		
Subtotal Dollars	\$3,480	\$4,800	\$0	\$0	\$3,000	\$3,250	\$0	\$0	\$0	\$0	\$3,480	\$0	\$300	\$18,310
Total Task 1														\$18,310
B. Task 2 - Preparation of Contract Bidding Documents - Residuals Removal and Berm Repair														
1 Site Visit/Kickoff Meeting	2	2	2										\$200	\$1,320
2 Base Map Preparation	2	8	0	24	0	0	0	8	0	0				\$6,460
3 Residual Sampling, Laboratory Selection and Testing - 4 Samples Total - 2 Each Basin		4	8										\$2,500	\$4,060
4 Review of Laboratory Testing Results and Calculations		2												\$300
5 Review Lagoon Liner Repair Options and Costs		4		4			2	4						\$2,320
6 Prepare Contract Documents	4	12	36		16			12						\$10,900
7 Contract Drawing QC Review		2					4				4		\$100	\$2,720
8 Meet with City to Review Proposed Contract Documents	2	4											\$300	\$1,480
9 Submit to MDNR for Comment and Review		4	8										\$100	\$1,660
10 Prepare FinalCost Estimate	2	2	4				1	2						\$1,920
Subtotal Hours	12	44	58	28	16	0	7	26	0	0	4	0		
Subtotal Dollars	\$3,480	\$6,600	\$6,960	\$4,200	\$2,000	\$0	\$2,030	\$3,510	\$0	\$0	\$1,160	\$0	\$3,200	\$33,140
Total Task 2														\$33,140
C. Task 3 - Bid Services - Residuals Removal and Berm Repair														
1 Prepare Advertisement and Bid Package	1	2												\$590
2 Attend Pre-Bid Conference	4	4											\$200	\$1,960
3 Address Questions from Potential bidders and suppliers and prepare up to two (2) addenda	1	8	8	4				4					\$100	\$3,690
4 Attend Bid Opening and prepare bid tabulation	4	6											\$200	\$2,260
5 Evaluate bidders and prepare recommendation	1	8												\$1,490
6 Prepare Conformed to Bid contract documents		4	4	8									\$500	\$2,780
7 Prepare Notice of Award and Notice to Proceed	1	2	2											\$830
Subtotal Hours	12	34	14	12	0	0	0	4	0	0	0	0		
Subtotal Dollars	\$3,480	\$5,100	\$1,680	\$1,800	\$0	\$0	\$0	\$540	\$0	\$0	\$0	\$0	\$1,000	\$13,600
Total Task 3														\$13,600
D. Task 4 - Construction Services - Residuals Removal and Berm Repair														
1 Conduct pre-construction meeting	4	4	4										\$200	\$2,440
2 Review up to five (5) Contractor submittals		5	10					4						\$2,490
3 Conduct monthly progress/coordination meetings (6 virtual meetings)	6	6	12					4						\$4,620
4 Address up to 2 RFIs, issue Field Orders or Work Change Directives		2	4					2						\$1,050
5 Review Contractor’s application for payment (3 total)		6	6											\$1,620
6 Review Contractor's MDNR Solids Disposal Compliance Report	1	2	4											\$1,070
7 Perform substantial completion inspection and prepare punch list	4	4	6										\$200	\$2,680
8 Perform final completion inspection and project closeout documentation		4	4										\$200	\$1,280
Subtotal Hours	15	33	50	0	0	0	0	10	0	0	0	0		
Subtotal Dollars	\$4,350	\$4,950	\$6,000	\$0	\$0	\$0	\$0	\$1,350	\$0	\$0	\$0	\$0	\$600	\$17,250
Total Task 4														\$17,250

EXHIBIT A

Staff Name	Saffels, R	Patrick, D	Koirala, A	Dinkel, T	Campbell, J	Fuller, T	Wiseman, D	McCann, V	Boyd, T	Steel, J	Bunch, D	Witte, N	HDR Expenses	Total
Rate Schedule Code	Senior Project Manager III	Engineer III	Engineer I	Cadd/GIS Technician IV	Senior Support Staff	Senior Support Staff	Senior Technical Specialist	Engineer II	Engineer IV	Engineer II	Senior Technical Specialist	Engineer IV		
Billing Rate	\$290.00	\$150.00	\$120.00	\$150.00	\$125.00	\$125.00	\$290.00	\$135.00	\$175.00	\$135.00	\$290.00	\$175.00		
E. Task 5 - Preparation of Contract Bidding Documents - WTP Improvements														
1 Site Visit/Kickoff Meeting	4	4	4										\$0	\$2,240
2 Replacement of existing pneumatic filter valve actuators with electric actuators		8	16						4	8				\$4,900
3 Replacement of existing lime and PAC chemical feed package systems		8	16						4	8				\$4,900
4 Prepare Contract Specifications	8	24	40		24		8	16	12	16				\$22,460
5 Prepare Contract Drawings	11	71	0	170	0	0	0	36	86	0				\$59,250
6 Contract Drawing QC Review		2					8				8	8	\$100	\$6,440
7 Meet with City to Review Proposed Documents	4	4	6										\$200	\$2,680
8 Modify or Change Contract Documents		2	4	16				2		2				\$3,720
9 Prepare Final Cost Estimate	2	2	4				2	2	2	4				\$3,100
Subtotal Hours	29	125	90	186	24	0	18	56	108	38	8	8		
Subtotal Dollars	\$8,410	\$18,750	\$10,800	\$27,900	\$3,000	\$0	\$5,220	\$7,560	\$18,900	\$5,130	\$2,320	\$1,400	\$300	\$109,690
Total Task 5														\$109,690
F. Task 6 - Bid Services - WTP Improvements														
1 Prepare Advertisement and Bid Package	1	2												\$590
2 Attend Pre-Bid Conference	4	4											\$200	\$1,960
3 Address Questions from Potential bidders and suppliers and prepare up to two (2) addenda	4	16	12	8				4	8				\$100	\$8,240
4 Attend Bid Opening and prepare bid tabulation	4	6											\$200	\$2,260
5 Evaluate bidders and prepare recommendation	1	4												\$890
6 Prepare Conformed to Bid Contract Documents		4	4	8									\$500	\$2,780
7 Prepare Notice of Award and Notice to Proceed		1	2											\$390
Subtotal Hours	14	37	18	16	0	0	0	4	8	0	0	0		
Subtotal Dollars	\$4,060	\$5,550	\$2,160	\$2,400	\$0	\$0	\$0	\$540	\$1,400	\$0	\$0	\$0	\$1,000	\$17,110
Total Task 6														\$17,110
G. Task 7 - Construction Services - WTP Improvements														
1 Conduct pre-construction meeting	4	4	4										\$200	\$2,440
2 Review up to twenty (20) Contractor submittals		16	24					12	12					\$9,000
3 Conduct monthly progress/coordination meetings (8 virtual meetings)	8	8	16						4					\$6,140
4 Address up to 5 RFIs, issue Field Orders or Work Change Directives		4	10						4					\$2,500
5 Issue up to 2 Change Orders		4	8											\$1,560
6 Review Contractor's application for payment (8 total)		8	8											\$2,160
7 Engineer site visits at key project milestones (4 total)	16	16	16						4					\$9,660
8 Review Operation and Maintenance manuals submitted by the Contractor		8	12						8					\$4,040
9 Perform substantial completion inspection and prepare punch list	4	4	4										\$200	\$2,440
10 Perform final completion inspection and project closeout documentation		4	4										\$200	\$1,280
11 Prepare record drawings		4	8	25									\$100	\$5,410
Subtotal Hours	32	80	114	25	0	0	0	12	32	0	0	0		
Subtotal Dollars	\$9,280	\$12,000	\$13,680	\$3,750	\$0	\$0	\$0	\$1,620	\$5,600	\$0	\$0	\$0	\$700	\$46,630
Total Task 7														\$46,630
Total Hours	126	385	344	267	64	26	25	112	148	38	24	8		1,567
Total Billing Amount	\$36,540	\$57,750	\$41,280	\$40,050	\$8,000	\$3,250	\$7,250	\$15,120	\$25,900	\$5,130	\$6,960	\$1,400	\$7,100	\$255,730

EXHIBIT A  
**HDR Engineering, Inc.**  
**2023 Hourly Billing Rates**

**Effective 1/1/2023 through 12/30/2023**

Enclosed are the 2023 Hourly Billable Rates for HDR Engineering, Inc. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable direct expenses as defined below.

<b>Description</b>	<b>Billing Rate/Hour</b>
Senior Technical Specialist/Senior Project Manager III	\$290
Technical Specialist/Senior Project Manager II	\$260
Senior Project Manager I	\$230
Project Manager III	\$200
Project Manager II	\$175
Project Manager I	\$135
Engineer VI	\$230
Engineer V	\$200
Engineer IV	\$175
Engineer III	\$150
Engineer II	\$135
Engineer I	\$120
Cadd/BIM Manager	\$195
Model Manager	\$185
Cadd/GIS Technician V	\$170
Cadd/GIS Technician IV	\$150
Cadd/GIS Technician III	\$130
Cadd/GIS Technician II	\$110
Cadd/GIS Technician I	\$95
Environmental/Water Quality Scientist IV	\$230
Environmental/Water Quality Scientist III	\$200
Environmental/Water Quality Scientist II	\$175
Environmental/Water Quality Scientist I	\$155
Senior Land Surveyor	\$175
Survey Technician III	\$130
Survey Technician II	\$90
Survey Technician I	\$70
Construction Manager III	\$200
Construction Manager II	\$175
Construction Manager I	\$150
Construction Inspector II	\$125
Construction Inspector	\$110
Senior Support Staff	\$125
Support Staff	\$100
Admin Assistant	\$85
<b>Direct Expenses</b>	
Mileage	CURRENT IRS RATE
Printing	AT COST
Travel	AT COST
Subconsultants	AT COST



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolution 1209, Site Plan Approval – 14600 North 169 KCI RV Storage

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1209, to approve the amended site plan for KCI RV Storage to add more buildings and change the layout at 14600 North 169 Highway.

### **SUMMARY:**

This would approve the site plan and accept certain right of way dedications for future construction of Commercial Street by the applicant.

### **BACKGROUND:**

The applicant seeks to modify the currently approved site plan by removing the RV park area and changing the layout of the site to accommodate additional buildings for a total developed square footage of 315,350ft<sup>2</sup>. The new request comes after the site plan code amendments from 2021, which require certain additional infrastructure improvements, including off-site improvements. In addition to the standard building and landscaping requirements as shown on the two attachments (2018 Landscaping and building façade plans, as well as the new layout plans) there are certain infrastructure requirements.

As with all new commercial developments, the applicant has shown sufficient stormwater detention capabilities. With numerous buildings to be constructed over time, this future construction will require the applicant to submit revisions to the current stormwater report, as well as provide construction plans for each new detention basin as required. The applicant previously constructed a 10" waterline along the south side of the proposed Commercial Street to provide fire flow for the original buildings. The new buildings will require that water line to be extended to the western property boundary of the subject property for future extension by adjacent property development.

In addition to the water and stormwater improvements, the applicant is responsible to construct Commercial Street from its' current end, approximately 975' to the west property boundary. Approximately 300' of this new street would be along the adjacent property, and approximately 675' on the applicant's property. The applicant has negotiated both a right of way deed from the adjacent property owner, as well as an agreement on construction of the 300' of Commercial Street such that upon full development of both applicants property and the adjacent property, Commercial Street will extend to the city limits. Included with this site plan approval will be the condition

that the right of way documents for both properties, as well as the agreement between the parties that obligates both properties to construct portions of Commercial Street in the future be executed and recorded prior to any building permits may be issued. After review at the March 14, 2023, Planning Commission meeting, the Commission recommended approval of the site plan with the conditions as recommended in the Staff Report to the commission.

**PREVIOUS ACTION:**

Resolution 630 approved the original Site Plan in 2018, Resolution 936 amended the layout in 2021.

**POLICY ISSUE:**

Complies with Codes

**FINANCIAL CONSIDERATIONS:**

None anticipated.

**ATTACHMENTS:**

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

## **RESOLUTION 1209**

### **A RESOLUTION AUTHORIZING SITE PLAN AMENDMENT APPROVAL FOR ADDITIONAL STORAGE BUILDINGS AT 14600 NORTH 169 HIGHWAY FOR KCI RV STORAGE**

**WHEREAS**, the applicant submitted plans to amend the layout of his storage facility and increase the total number of allowable square footage from 193,000 ft<sup>2</sup> to 315,350 ft<sup>2</sup>, and;

**WHEREAS**, the proposed amendment includes new obligations for on and off-site construction of public infrastructure to accommodate the development, and;

**WHEREAS**, the staff report provided to the Planning Commission recommends several conditions to the final approval, including certain right of way and agreements to be executed and recorded at Clay County that are appropriate and necessary, and;

**WHEREAS**, the Planning Commission reviewed and recommended approval of the Site Plan amendment if the staff report conditions are met, and;

**WHEREAS**, the Board of Aldermen agrees with the Planning Commission recommendation and specifically includes the requirements of recording executed right of way grants and agreements that insure construction of Commercial Street in the future with development.

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

**THAT THE SITE PLAN APPLICATION FOR AMENDMENTS TO THE  
LAYOUT OF KCI RV STORAGE AT 14600 NORTH 169 HIGHWAY IS  
HEREBY APPROVED WITH THE CONDITIONS CONTAINED IN THE  
STAFF REPORT TO THE COMMISSION.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



STAFF REPORT  
March 10, 2023  
Platting of Parcel Id # 05-820-00-02-003.00

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Application for a Site Plan Approval

Code Sections:

400.390 – 400.440

Site Plan Approval

Property Information:

Address:

14600 N. 169 Hwy

Owner:

Recreational Storage LLC

Current Zoning:

B-3

Application Date:

December 29, 2022

GENERAL DESCRIPTION:

The applicant seeks to modify the approved site plan for its' property. The initial Site Plan Approval occurred on August 21, 2018, by Resolution 630 of the Board of Aldermen. The original plan included up to 9 buildings and 193,000 ft<sup>2</sup> of total floor space. The first amendment to the original plan occurred on June 15, 2021, by Resolution 936 of the Board of Aldermen. That plan sought to change some of the building sizes and include a RV Park on the front of the existing buildings.

The current proposal would be to eliminate the RV Park and add more buildings to the site, albeit in a different layout. This proposal would allow up to 315,350 ft<sup>2</sup> over the total 38.23-acre site. With the additional square footage, the stormwater detention basin will need to increase in number to handle the additional volume of potential runoff. The existing stormwater study will need to be updated with each future phase of construction to handle the additional water from each phase, and design plans will be approved with those buildings.

The most significant issue for this new amendment is that it was submitted after the site plan review changes implemented in 2022 that incorporate the subdivision regulations

related to offsite improvements. Since this submittal includes obtaining and using several easements from the adjacent property to the east for stormwater drainage and additional detention basins, it is also going to require the construction of Commercial Street not only along the entire north property line of the subject parcel, but also off-site along the adjacent property to the east.

#### Additional Staff Comments for Approval – Landscaping, Buffering and Building Materials

West Boundary includes a building buffer zone of 969 feet (608' + 381' buildings). Landscaping can either be: 6' sight obscuring fence along the entire distance and small clusters of shrubs and/or ornamental trees spaced every 40' (in accordance with Single Family adjacent requirements), Green Giant trees spaced 10'-15' per the current submittal on the east side OR, 16 deciduous trees, 14 ornamental trees and 39 shrubs, clustered in small groups approximately every 60' in compliance with the current code requirements for property adjacent to industrial property.

North buffer area adjacent to Commercial St. shall be as shown on the original landscaping plan in compliance with the code.

East facades of perimeter buildings shall have the buffering as submitted by applicant with Green Giant trees spaced 10' – 15' on center.

All areas of the outdoor storage areas shall be fenced with 80% sight obscuring fences not less than 6' tall in those areas visible from outside the building perimeter. The proposed buildings shall constitute acceptable sight obscuring fencing replacements where shown.

Building materials shall be in accordance with the design from the original 2018 submittal on all new structures – specifically on the north and west facades. The perimeter area of these buildings adjacent to property lines shall be of stucco like finish, and the north façade shall also have the stone veneer wainscoting as shown. Interior buildings, except the north facades of perimeter buildings may be the standard metal building look as is currently present on site to the south.

#### Phasing considerations

As the submittal includes substantially increasing the total square footage of storage area in both an exterior storage area and 5 new buildings, it is appropriate to allow phasing the extension of Commercial Street and the existing public water main to the west boundary. As such, the buildings identified as 6, 7 and 8 shall constitute the trigger for commencing such extension. When any of those three buildings is to begin construction, the street and water extensions shall be required to be completed in accordance with this report prior to a Certificate of Occupancy for any of those buildings. The other buildings or storage areas identified in the submittal as 1, 2 or 3 may be constructed without extending the street or waterline. In addition to the timing triggers of the

phasing, above, are additional timing issues related to the scope of the waterline and Commercial Street extensions.

Specifically, the waterline extension must be completed to the west boundary line when any of buildings 6, 7, or 8 are constructed prior to issuance of the Certificate of Occupancy. The extension of Commercial Street may have significant changes in the actual timing of the extension. In the event that the property to the east (parcel id# 05820000200200) develops prior to the commencement of construction of buildings 6, 7 or 8, that development shall construct the extension of Commercial Street to its' west property line (KCI RV's east boundary) approximately 300'. IF that property has not developed before the applicant seeks to construct any of buildings 6, 7 or 8, then the applicant shall construct Commercial Street from its' current end for a distance of 675', which represents the width of the entire subject property. The applicant's construction would leave approximately 300' of its' north property line not constructed. This street construction will be constructed by the property owner to the east in order to obtain access to Commercial Street when it develops.

It is the applicant's responsibility to obtain both a road right of way easement document AND an agreement with the access requirements mentioned above that are tied to the property by deed. In order to gain final approval of this site plan, the applicant shall present to the city for recording an executed right of way document for the Commercial Street extension across the property to the east parcel id# 05820000200200 and any other such document necessary to obligate the owner of that east property to construct the 300' extension of Commercial Street as stated above.

#### Section 400.410 Standard of Review

1. *The extent to which the proposal conforms to these regulations.*

The proposal meets the standards when the staff comments are included and addressed by the applicant with the building plans, including the stucco look metal panels along the north and west side of the buildings adjacent to the north or west boundaries and stone veneer on the north facade as contained in the separate landscape plans. It also conforms to the street and utility extension necessary to serve this property and extend them to the east for future development if staff conditions are met.

2. *The extent to which the development would be compatible with the surrounding area.*

There are mini-storage buildings to the south, along with an electric substation to the north. The west side of the property adjoins land that is

intended to become an extension of the industrial park to the north as well. The remaining land to the east is owned by the same family as the applicant and is undeveloped.

*3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.*

The submittal includes more than sufficient areas to address stormwater requirements. As the work will be phased, each phase must submit revised updates to the original stormwater study and construct such facilities as are required in those revisions AND as approved by the City's engineer. Construction of Commercial St., from its' current end point to the west boundary of the subject property shall meet the construction standards in place at the time of construction, including compaction of the base, curbing and sidewalks. The existing waterline on the subject property shall be extended to the west boundary line in the Commercial St. right of way or a separate easement adjacent thereto.

*4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.*

The Comprehensive Plan calls for this area to be industrial type construction and use, which the current and proposed facilities meet.

*5. The extent to which the proposal conforms to the adopted engineering standards of the City.*

The submittal must submit and construct those facilities required herein using the standards in place at the time of construction instead of any current standards. If the standards are not modified prior to construction, then current standards are required.

*6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.*

All new streets and walkways are in accordance with the current traffic master plan requirements, including the extension of Commercial further west, using the existing stop light at 169.

7. *The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:*

- a. *Preserve existing off-site views and create desirable on-site views;* Yes, proposed landscaping/buffering will improve the views.
- b. *Conserve natural resources and amenities available on the site;* There are no existing natural resources available, the property is/was a vacant field.
- c. *Minimize any adverse flood impact;* The submittal substantially increases the stormwater detention areas from the original, smaller submittal.
- d. *Ensure that proposed structures are located on suitable soils;* Yes.
- e. *Minimize any adverse environmental impact;* Yes, and
- f. *Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site.* Applicant will extend facilities to the west boundary and extend Commercial Street from its' current end 315' east of the property, to the west boundary. The 315' extension is in collaboration with the adjacent property owner to the east.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Site Plan, which includes the current site layout, along with the original Landscape and Buffering submittals from the original plan, conditioned upon meeting the requirements of provisions identified in this staff report, including, but not limited to extending Commercial Street and Waterlines to the west boundary.

Respectfully Submitted,

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Director of Development



STAFF REPORT  
March 10, 2023  
Platting of Parcel Id # 05-820-00-02-003.00

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Application for a Site Plan Approval

Code Sections:  
400.390 – 400.440      Site Plan Approval

Property Information:

Address:                      14600 N. 169 Hwy  
Owner:                        Recreational Storage LLC  
Current Zoning:              B-3

Application Date:              December 29, 2022

GENERAL DESCRIPTION:

The applicant seeks to modify the approved site plan for its' property. The initial Site Plan Approval occurred on August 21, 2018, by Resolution 630 of the Board of Aldermen. The original plan included up to 9 buildings and 193,000 ft<sup>2</sup> of total floor space. The first amendment to the original plan occurred on June 15, 2021, by Resolution 936 of the Board of Aldermen. That plan sought to change some of the building sizes and include a RV Park on the front of the existing buildings.

The current proposal would be to eliminate the RV Park and add more buildings to the site, albeit in a different layout. This proposal would allow up to 315,350 ft<sup>2</sup> over the total 38.23-acre site. With the additional square footage, the stormwater detention basin will need to increase in number to handle the additional volume of potential runoff. The existing stormwater study will need to be updated with each future phase of construction to handle the additional water from each phase, and design plans will be approved with those buildings.

The most significant issue for this new amendment is that it was submitted after the site plan review changes implemented in 2022 that incorporate the subdivision regulations

related to offsite improvements. Since this submittal includes obtaining and using several easements from the adjacent property to the east for stormwater drainage and additional detention basins, it is also going to require the construction of Commercial Street not only along the entire north property line of the subject parcel, but also off-site along the adjacent property to the east.

#### Additional Staff Comments for Approval – Landscaping, Buffering and Building Materials

West Boundary includes a building buffer zone of 969 feet (608' + 381' buildings). Landscaping can either be: 6' sight obscuring fence along the entire distance and small clusters of shrubs and/or ornamental trees spaced every 40' (in accordance with Single Family adjacent requirements), Green Giant trees spaced 10'-15' per the current submittal on the east side OR, 16 deciduous trees, 14 ornamental trees and 39 shrubs, clustered in small groups approximately every 60' in compliance with the current code requirements for property adjacent to industrial property.

North buffer area adjacent to Commercial St. shall be as shown on the original landscaping plan in compliance with the code.

East facades of perimeter buildings shall have the buffering as submitted by applicant with Green Giant trees spaced 10' – 15' on center.

All areas of the outdoor storage areas shall be fenced with 80% sight obscuring fences not less than 6' tall in those areas visible from outside the building perimeter. The proposed buildings shall constitute acceptable sight obscuring fencing replacements where shown.

Building materials shall be in accordance with the design from the original 2018 submittal on all new structures – specifically on the north and west facades. The perimeter area of these buildings adjacent to property lines shall be of stucco like finish, and the north façade shall also have the stone veneer wainscoting as shown. Interior buildings, except the north facades of perimeter buildings may be the standard metal building look as is currently present on site to the south.

#### Phasing considerations

As the submittal includes substantially increasing the total square footage of storage area in both an exterior storage area and 5 new buildings, it is appropriate to allow phasing the extension of Commercial Street and the existing public water main to the west boundary. As such, the buildings identified as 6, 7 and 8 shall constitute the trigger for commencing such extension. When any of those three buildings is to begin construction, the street and water extensions shall be required to be completed in accordance with this report prior to a Certificate of Occupancy for any of those buildings. The other buildings or storage areas identified in the submittal as 1, 2 or 3 may be constructed without extending the street or waterline. In addition to the timing triggers of the

phasing, above, are additional timing issues related to the scope of the waterline and Commercial Street extensions.

Specifically, the waterline extension must be completed to the west boundary line when any of buildings 6, 7, or 8 are constructed prior to issuance of the Certificate of Occupancy. The extension of Commercial Street may have significant changes in the actual timing of the extension. In the event that the property to the east (parcel id# 05820000200200) develops prior to the commencement of construction of buildings 6, 7 or 8, that development shall construct the extension of Commercial Street to its' west property line (KCI RV's east boundary) approximately 300'. IF that property has not developed before the applicant seeks to construct any of buildings 6, 7 or 8, then the applicant shall construct Commercial Street from its' current end for a distance of 675', which represents the width of the entire subject property. The applicant's construction would leave approximately 300' of its' north property line not constructed. This street construction will be constructed by the property owner to the east in order to obtain access to Commercial Street when it develops.

It is the applicant's responsibility to obtain both a road right of way easement document AND an agreement with the access requirements mentioned above that are tied to the property by deed. In order to gain final approval of this site plan, the applicant shall present to the city for recording an executed right of way document for the Commercial Street extension across the property to the east parcel id# 05820000200200 and any other such document necessary to obligate the owner of that east property to construct the 300' extension of Commercial Street as stated above.

#### Section 400.410 Standard of Review

1. *The extent to which the proposal conforms to these regulations.*

The proposal meets the standards when the staff comments are included and addressed by the applicant with the building plans, including the stucco look metal panels along the north and west side of the buildings adjacent to the north or west boundaries and stone veneer on the north facade as contained in the separate landscape plans. It also conforms to the street and utility extension necessary to serve this property and extend them to the east for future development if staff conditions are met.

2. *The extent to which the development would be compatible with the surrounding area.*

There are mini-storage buildings to the south, along with an electric substation to the north. The west side of the property adjoins land that is

intended to become an extension of the industrial park to the north as well. The remaining land to the east is owned by the same family as the applicant and is undeveloped.

*3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.*

The submittal includes more than sufficient areas to address stormwater requirements. As the work will be phased, each phase must submit revised updates to the original stormwater study and construct such facilities as are required in those revisions AND as approved by the City's engineer. Construction of Commercial St., from its' current end point to the west boundary of the subject property shall meet the construction standards in place at the time of construction, including compaction of the base, curbing and sidewalks. The existing waterline on the subject property shall be extended to the west boundary line in the Commercial St. right of way or a separate easement adjacent thereto.

*4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.*

The Comprehensive Plan calls for this area to be industrial type construction and use, which the current and proposed facilities meet.

*5. The extent to which the proposal conforms to the adopted engineering standards of the City.*

The submittal must submit and construct those facilities required herein using the standards in place at the time of construction instead of any current standards. If the standards are not modified prior to construction, then current standards are required.

*6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.*

All new streets and walkways are in accordance with the current traffic master plan requirements, including the extension of Commercial further west, using the existing stop light at 169.

7. *The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:*

- a. *Preserve existing off-site views and create desirable on-site views;* Yes, proposed landscaping/buffering will improve the views.
- b. *Conserve natural resources and amenities available on the site;* There are no existing natural resources available, the property is/was a vacant field.
- c. *Minimize any adverse flood impact;* The submittal substantially increases the stormwater detention areas from the original, smaller submittal.
- d. *Ensure that proposed structures are located on suitable soils;* Yes.
- e. *Minimize any adverse environmental impact;* Yes, and
- f. *Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site.* Applicant will extend facilities to the west boundary and extend Commercial Street from its' current end 315' east of the property, to the west boundary. The 315' extension is in collaboration with the adjacent property owner to the east.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Site Plan, which includes the current site layout, along with the original Landscape and Buffering submittals from the original plan, conditioned upon meeting the requirements of provisions identified in this staff report, including, but not limited to extending Commercial Street and Waterlines to the west boundary.

Respectfully Submitted,

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Director of Development

# SMITHVILLE PLANNING COMMISSION

## REGULAR SESSION

March 14, 2023

7:00 P.M.

City Hall Council Chambers and Via Videoconference

### 1. CALL TO ORDER

Chairman Melissa Wilson called the meeting to order at 7:02 p.m.

A quorum of the Commission was present: Melissa Wilson, Alderman John Chevalier, Rob Scarborough, Dennis Kathcart, Deb Dotson & Mayor Damien Boley. Billy Muessig was absent.

Staff present: Jack Hendrix.

### 2. MINUTES

The February 14, 2023, Regular Session Meeting Minutes were moved for approval by KATHCART, Seconded by DOTSON.

Ayes 5, Noes 0, Abstain 1 (Alderman Chevalier). Motion carried.

### 3. STAFF REPORT

HENDRIX reported:

Stated that since January 2023 we have issued 5 new residential building permits. 2 of the 5 permits were issued in the new Diamond Creek subdivision. Interest rates for new loans have dropped down to 6% as of today. Inspections are continuing on the building department side for McBee's Coffee N Carwash and Attic Storage. The Public Works department continuing their inspections as well on McBee's and Richardson Street Plaza. Richardson Street Plaza is moving slower now due to shortages on product to build the retaining wall.

At a future meeting we will likely discuss changing the name of a city street to decrease the likelihood of confusion. There will only be 1 business affected by this change.

**Public Comment:**

**Glen Owen—804 E Summit St**—Stated that Dundee Road has curb about 1/3 of the way up that street. That leaves 2/3 of it that is not curbed and guttered. He asked that they city curb and gutter the rest of the road.

HENDRIX informed Mr. Owen that he would notify the Public Works Director tomorrow about his concerns. This Commission wouldn't be the bod to make this determination it would be the Board of Alderman.

WILSON informed Mr. Owen that he should also come to the Board of Alderman's next meeting on April 3<sup>rd</sup> and speak during Public Comment then as well.

**4. Site Plan Review – 14600 N 169 Hwy KCI RV**

- **Amend existing site plan to allow 5 new buildings**

DOTSON motioned to approve the site plan review for KCI RV 14600 N 169 Hwy. Seconded by MAYOR BOLEY.

HENDRIX gave an overview of the site plan amendment. The staff report provided to the commission includes the changes.

**DISCUSSION:** None

**THE VOTE:** KATHCART-AYE, ALDERMAN CHEVALIER-AYE, WILSON-AYE, MAYOR BOLEY-AYE, DOTSON-AYE, SCARBOROUGH-AYE.

**AYES-6, NOES-0. MOTION PASSED**

## **5. ADJOURN**

MAYOR BOLEY made a motion to adjourn. KATHCART seconded the motion.

VOICE VOTE: UNANIMOUS

CHAIRMAN WILSON declared the session adjourned at 7:16 p.m.

NOT YET APPROVED



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolution 1210, Final Plat Herzog Foundation Second Plat

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1210, approving the final plat for Herzog Foundation 2nd Plat.

**SUMMARY:**

The final plat would create one new lot from the current Catholic Church property at 18601 North 169 Highway.

This land was submitted for a final plat at the December 13, 2022 Planning and Zoning Commission meeting. The plat encompasses the Herzog Educational Foundation's Conceptual Plan ground. Following a public hearing, the Planning Commission moved to approve the application for a Single-Phase Final Plat to create this new lot. This Final Plat is for the Educational Foundation's Conceptual plan but is now renamed the Herzog Foundation 2<sup>nd</sup> Plat.

**PREVIOUS ACTION:**

Ordinance 3170-23 was approved on January 17, 2023, changing the zoning to R-3P.

**POLICY ISSUE:**

The plat complies with the Comprehensive Plan.

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

- ☐ Ordinance
- ☒ Resolution
- ☒ Staff Report

- ☐ Contract
- ☒ Plans
- ☐ Minutes

## **RESOLUTION 1210**

### **A RESOLUTION APPROVING A FINAL PLAT FOR HERZOG FOUNDATION 2<sup>ND</sup> PLAT SUBDIVISION**

**WHEREAS**, the applicant submitted a conceptual plan rezoning and final plat application for approval to be heard by the Planning Commission on October 6, 2022; and

**WHEREAS**, the items were advertised in the Courier Tribune newspaper on November 24, 2022 and notices were sent to adjoining landowners on November 28; and

**WHEREAS**, the Planning Commission held a public hearing and then recommended approval of the proposed Final Plat with the condition that all infrastructure plans and construction required by the subdivision code would be handled within the new Site Plan Review process when submitted; and

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

**THAT THE FINAL PLAT OF HERZOG FOUNDATION 2<sup>ND</sup> PLAT  
SUBDIVISION IS HEREBY APPROVED.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3<sup>rd</sup> day of April, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



STAFF REPORT  
December 9, 2022  
Platting of Parcel Id # 05-301-00-01-005.00

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Application for a Plat Approval – Herzog Educational Center - 1 lot

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: NE corner of 18601 N 169 Hwy  
Owner: Diocese of Kansas City-St. Joseph  
Current Zoning: R-1B  
Proposed Zoning: Part of R1B to R-3

Public Notice Dates:

1<sup>st</sup> Publication in Newspaper: November 24, 2022  
Letters to Property Owners w/in 185': November 28, 2022

GENERAL DESCRIPTION:

The property is currently a 26.11-acre parcel owned by the Diocese of Kansas City-St. Joseph and is the location of the Good Shepherd Catholic Church. The application is to divide the northeast 8 acres from the 26.11-acre tract and create a subdivision of 1 lot, to be titled the Herzog Educational Center subdivision. The subdivision will be for a new lot to be zoned R-3 in order to construct a large educational facility and dormitory complex to support the foundation offices to the north.

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

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

- a. The plat conforms to these regulations and the applicable provisions of the Zoning Ordinance and other land use regulations. ***Yes, the layout complies with zoning and subdivision requirements.***
- b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan. ***The Development pattern is similar to the existing zoning on the property to the east and north, and the Comprehensive Plan pattern is for the property to remain Civic/Institutional.***
- c. The development shall be laid out in such a way as to result in:
- (1) Good natural surface drainage to a storm sewer or a natural watercourse. ***The property is bisected by a natural drainage area. To the extent that the proposed subdivision is for a single, R-3 lot, the storm drainage is subject to a storm study and protective measures in accordance with and during the Site Plan Review process.***
  - (2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth. ***Again, a single R-3 lot is subject to the Site Plan Review process which contains the same protections as this subdivision provision, so the ultimate design must meet this standard.***
  - (3) A good grade relationship with the abutting streets, preferably somewhat above the street. ***In most of the lot, the grade meets this standard. The exception is the natural drainage course across the property.***
  - (4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access and privacy. ***Yes.***
  - (5) Adequate lot depth for outdoor living space. ***Yes.***
  - (6) Generally regular lot shapes, avoiding acute angles. ***Yes.***
  - (7) Adequate building lots that avoid excessive grading, footings or foundation walls. ***Yes.***
- d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles. ***Yes.***
- e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles. ***There are no new roadways, but the Site Plan Review process will require a traffic study concerning access, and there are adjacent street and sidewalk improvements by the applicant included in assumptions made for this staff report.***
- f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries. ***Yes, the development lot includes gravity sewers already***

*in place, and water, power and all other utilities are on the existing parcel.*

g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount of off-site stormwater runoff before development. ***The proposed development will meet this standard at the time of Site Plan Review, and the minimum standards of this provision are met during that process.***

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

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

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

k. The applicant agrees to dedicate land, right-of-way and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein. ***Yes, the plat includes the required dedications.***

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

m. The applicant agrees to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans. ***Staff's recommendation is based upon the new requirements of the Site Plan Review process that specifically requires upgrades to all facilities subjected to the process.***

#### STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Final Plat based upon adherence the understanding that the Site Plan Review process will require all subdivision improvements.

Respectfully Submitted,

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Director of Development



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1211, Authorizing the Mayor to sign Supplemental Agreement No.6 to Smith's Fork Lease with the Corps.

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1211, authorizing the Mayor to sign Supplemental Agreement No. 6 to Smith's Fork Lease with the Corps.

### **SUMMARY:**

The City entered into a lease with the United States of America to lease the parkland for Smith's Fork Park February 25, 1998. The Lease was for 50 years. Several Supplemental agreements have been executed to add a concession stand, sprinkler system, parking area, improvements to the Parks and Recreation office and construction of a trail. The original lease contained 235 acres but excluded 34 acres designated for development of a water treatment plant by Kansas City, MO, which is no longer being considered.

### **PREVIOUS ACTION:**

The City has maintained Smith's Fork since February, 1998.

### **POLICY ISSUE:**

Maintaining infrastructure

### **FINANCIAL CONSIDERATIONS:**

None

### **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 1211**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 6 TO LEASE NO. DACW41-1-91-123, SMITH'S FORK PARK, WITH THE UNITED STATES OF AMERICA**

**WHEREAS**, the city entered into a lease with the United States of America (Army Corps of Engineers) for Smith's Fork Park in February 25, 1998; and

**WHEREAS**, said lease has a term of 50 years; and

**WHEREAS**, the park land excluded 34 acres for the development of a water production plant for Kansas City, MO; and

**Whereas**, a water production plant for Kansas City, MO at Smith's Fork Park is no longer being considered; and

**Whereas**, the City desires to include the previously excluded 34 acres of land within the Smith's Fork Lease.

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

**THAT** the Mayor is authorized to sign Supplemental Agreement No. 6 to Lease No. DACW42-1-91-123 adding 34 acres to the Smith's Fork Park Lease with the United States of America.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3<sup>rd</sup> day of April, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

**SUPPLEMENTAL AGREEMENT NO. 6**

To

**LEASE NO. DACW41-1-91-123**

For Public Park and Recreational and/or Fish and Wildlife Purposes  
Smithville Lake  
Clay County, Missouri

**WHEREAS**, the Secretary of the Army acting for and in behalf of the United States of America, hereafter referred to as the Secretary, did grant **Lease No. DACW41-1-91-123** to the **City of Smithville, 107 West Main St., Smithville, Missouri 64089**, hereafter referred to as the Lessee, for public park and recreational and/or fish and wildlife purposes for a term of Fifty (50) years, beginning February 25, 1998 and ending February 24, 2048, and;

**WHEREAS**, Supplemental Agreement No. 1 authorized the addition of a small concession stand as indicated in Exhibit "F"; and

**WHEREAS**, Supplemental Agreement No. 2 authorized the installation of sprinkler system and regarding of a field as indicated in Exhibit "G"; and

**WHEREAS**, Supplemental Agreement No. 3 authorized the construction, operation, and maintenance of a new road with access gate and parking area in existing leased area as shown in Exhibit "H" and upgrading the electrical system as shown in Exhibit "I"; and

**WHEREAS**, Supplemental Agreement No. 4 authorized interior improvements to the current Parks and Recreation office as shown in Exhibit "J"; and

**WHEREAS**, Supplemental Agreement No. 5 authorized the construction of a multi-use trail system in an existing leased park area to tie in the downtown business district to the existing trail system as shown in Exhibit "K", construction in accordance with the engineered stamped plans as shown in Exhibit "L", addition of Paragraph 35. Executive Order 13658-Minimum Wage, and the addition of Paragraph 36. Executive Order 13706-Sick Leave.

**WHEREAS**, a request has been submitted to authorize the addition of approximately 34 acres of lands at Smith's Fork Park, to the existing leased area.

**NOW THEREFORE**, it is mutually agreed to by both parties to amend Lease DACW41-1-91-123, in the following particulars, but no others, effective upon execution by both parties:

Add the following paragraph(s) to paragraph 34. SPECIAL CONDITIONS:

b. No trees shall be cut down between April 1st-October 31<sup>st</sup> of each year.

**Exhibit "A"** is **deleted** in its entirety and **Exhibit "A-1"** is **added**, to delineate the additional acres.

**Exhibit "B"** (legal description) is **deleted** in its entirety and **Exhibit "B-1"** is **added**.

**Add Exhibit "M"** (Environmental Condition of Property).

All other conditions remain the same.

This Supplemental Agreement No. 6 to Lease No. DACW41-1-91-123 is not subject to Title 10, U.S.C., Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

**Matt W. Bosky**  
Chief, Management & Disposal Branch  
Real Estate Contracting Officer

**This Supplemental Agreement No. 6 to Lease DACW41-1-91-123**, is also  
executed by the Lessee this 3rd day of April, 2023

**City of Smithville**

\_\_\_\_\_  
Signature

Damien Boley

\_\_\_\_\_  
Printed Name

Mayor

\_\_\_\_\_  
Title

**CERTIFICATE OF AUTHORITY**

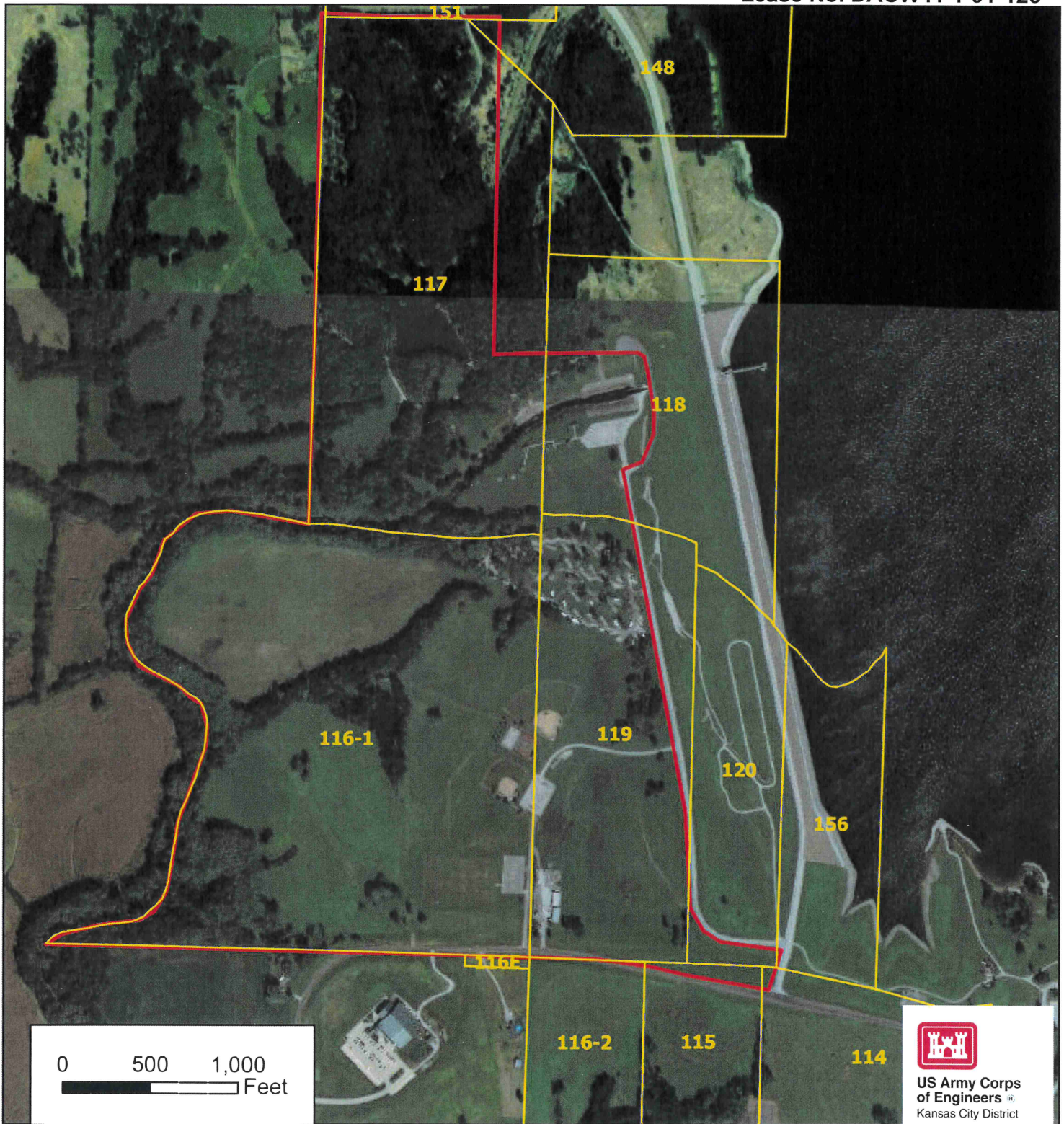
I, \_\_\_\_\_ (Name), certify that I am the  
\_\_\_\_\_  
City Clerk \_\_\_\_\_ (Title) of **City of Smithville**, that  
\_\_\_\_\_  
Damien Boley \_\_\_\_\_ (signator of outgrant) who signed the foregoing  
instrument on behalf of the grantee was then \_\_\_\_\_ Mayor \_\_\_\_\_ (title of signator  
of outgrant) of **City of Smithville**. I further certify that the said officer was acting within  
the scope of powers delegated to this governing body of the grantee in executing said  
instrument.



**City of Smithville**

\_\_\_\_\_  
April 3, 2023  
Date

\_\_\_\_\_  
Clerk or Appropriate Official

AFFIX SEAL



-  City of Smithville Rec Lease
-  Tracts selection



SMITHVILLE LAKE  
CLAY COUNTY, MISSOURI  
CITY OF SMITHVILLE  
DACW41-1-91-123  
TRACT NO: 114, 115, 116-1, 116-2, 117, 118,  
119, 120, 148, 156  
S 23 & 24, T 33N, R 53W  
252 ACRES



**LEGAL DESCRIPTION**  
**LEASE DACW41-1-91-123**  
**CITY OF SMITHVILLE**  
**SMITHVILLE LAKE, MISSOURI**

A tract of land situated in Sections 13, 23, and 24, Township 53 North, Range 33 West of the Fifth Principal Meridian, Clay County, Missouri, more particularly described as follows:

Beginning at the southwest corner of said Section 13; thence northerly along the west line of said Section 13; to the northwest corner of the SW  $\frac{1}{4}$  of said Section 13; thence easterly along the north line of said SW  $\frac{1}{4}$ , 1000 feet; thence in a southwesterly direction to a point on the north line of the S  $\frac{1}{2}$  S  $\frac{1}{2}$  N  $\frac{1}{2}$  SW  $\frac{1}{4}$  of said Section 13, said point being 900 feet east of the northwest corner of said S  $\frac{1}{2}$  S  $\frac{1}{2}$  N  $\frac{1}{2}$  SW  $\frac{1}{4}$ ; thence easterly along the north line of said S  $\frac{1}{2}$  S  $\frac{1}{2}$  N  $\frac{1}{2}$  SW  $\frac{1}{4}$ , 850 feet; thence easterly along the north line of said S  $\frac{1}{2}$  S  $\frac{1}{2}$  N  $\frac{1}{2}$  SW  $\frac{1}{4}$ , 850 feet; thence in a southeasterly direction to a point 775 feet north of the south line and 1940 feet east of the west line of said SW  $\frac{1}{4}$ , said point being the easterly right-of-way line of an existing public use road; thence southerly along the easterly right-of-way line of said road, approximately 775 feet to a point on the north line of said Section 24, said point being 1900 feet east of the northwest corner thereof; thence continuing southerly along the easterly right-of-way line of said road, approximately 2750 feet to the westerly right-of-way line of the access road which traverses the axis of the dam; thence southerly along the westerly right-of-way line of said access road, approximately 300 feet to the northerly right-of-way line of an existing east-west access road; thence in a northwesterly direction along the northerly right-of-way line of said east-west access road; approximately 1265 feet to the south line of the NW  $\frac{1}{4}$  of said Section 24; thence westerly along the south line of said NW  $\frac{1}{4}$  to the southwest corner thereof; thence continuing westerly along the south line of the NE  $\frac{1}{4}$  of said Section 23, approximately 1450 feet to the center of Little Platte River; thence in a northerly and easterly direction, upstream, along the center of said river, approximately 3900 feet to a point on the west line of said Section 24, said point being approximately 180 feet south of the northwest corner thereof; thence northerly along the west line of said Section 24 to the point of beginning, containing 261 acres, more or less.

## ENVIRONMENTAL CONDITION OF PROPERTY

Helpful instructions for ECP are located at:

<https://w3.nwo.usace.army.mil/intranet/od-tn/policypage/policies/RE/ECQ%20Instructions.pdf>

This form covers Purpose, Site Location, Current Use of Property and adjacent property, Historical Use of Property and Adjacent Property, User provided Information, Site Reconnaissance, and Records Search and Interviews. Specific Records Search and Interview information will be provided in sections 4.0 and 5.0. Pictures, Maps, Record and Interview information are appendices.

Project Name:	DACW#:	Address/location:
Smith's Fork Park-Smithville City, Missouri	DACW41-1-91-123	1601 DD Highway, Smithville, Clay County, MO 64089

### 1.0 Purpose

This Environmental Condition of Property (ECP) Report is being completed because the lessee has requested to include a previously excluded area into their current lease. The excluded area, approximately 34 acres, was designated for development of a water treatment plant by KCMO, which is no longer being considered. The U.S. Army Corps of Engineers, Kansas City District (USACE) wishes to add the previously excluded area to the current lease between the United States of America and City of Smithville, Missouri, which was first issued as DACW41-1-91-123 on 14 July 1972 for a period of 50 years, and consists of 235.74 acres of land and water.

### 2.0 Site Description

#### 2.1 Property Legal Description and Site Address:

A tract of land situated in Sections 13, 23, and 24, Township 53 North, Range 33 West, of the Fifth Principal Meridian, Clay County, Missouri as described in Lease No. DACW41-1-91-123. Additionally, approximately 34 acres located within the current lease area that was previously excluded for KCMO.

#### 2.2 Site and Vicinity General Characteristics:

The area consists of gentle rolling hills with islands of trees located between DD Hwy and F Hwy with the Little Platte river running through the middle of the lease. Structures on the site consist of the following: maintenance shop, ball fields, tennis courts, basketball courts, restrooms, campground with 82 full-hookup campsites, shower house, golf driving range, playground, picnic shelters, hiking trails, small ponds, older raw water pump station, new raw water pump station with sodium permanganate pre-treatment (currently under construction), and Smithville Dam outlet. The currently excluded area gets used by Boy Scouts and includes a picnic shelter, rock-lined fire ring, benches, hammock posts and a small pond. This area is also under a hay lease. There is one (1) 500-gallon aboveground storage tank of diesel, one (1) propane tank for hot water in shower house, multiple flammable liquid and pesticide storage cabinets with typical products. Potable water source is City of Smithville Water. Sewage is managed by the city as well. The subject property has operated as a campground since the late 1970's shortly after Smithville Lake was created. Prior to construction of the campground the site was farmland. A site visit was conducted on 8-25-22 by Mary Lawson, USACE Kansas City District ECC (acting), Derek Dorsey, Smithville Park Manager, and Matt Denton, Smithville Parks and Recreation.

### 3.0 General Site Setting

**Yes answers must be documented. Records and interviews must be documented.**

#### a. Current and Past use of Property:

(1)(a) Is the property used for industrial use?

Record Search and/or Interview:

☒ Yes ☐ No ☐ Unk

Observed during site visit: Raw water pump station with pre-treatment

☒ Yes ☐ No

(1)(b) Is any adjoining property used for an industrial use? For the purposes of this inquiry, adjoining

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property is considered to be property located within a quarter mile of the subject property and individual properties located within a mile of the subject property that exhibit a potential for environmental concern.			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(2)(a) Did you observe evidence or do you have any prior knowledge that the property has been used for an industrial use in the past?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Same as 1a	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(2)(b) Did you observe evidence or do you have any prior knowledge that any adjoining property has been used for an industrial use in the past?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(3)(a) Is the property used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Minor equipment maintenance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(3)(b) Is any adjoining property used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(4)(a) Did you observe evidence or do you have any prior knowledge that the property has been used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(4)(b) Did you observe evidence or do you have any prior knowledge that any adjoining property has been used as a gasoline station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility (if applicable, identify which)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>b. Specific Property Conditions/Exterior Observations</b>			
(5)(a) Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, hazardous substances or petroleum products in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(5)(b) Did you observe evidence or do you have any prior knowledge that there have been previously any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, hazardous substances or petroleum products in individual containers of >5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the property or at the facility?			

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Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(6)(a) Are there currently any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or facility?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(6)(b) Did you observe evidence or do you have any prior knowledge that there have been previously any industrial drums (typically 55 gal (208 L)) or sacks of chemicals located on the property or facility?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(7)(a) Did you observe evidence or do you have any prior knowledge that fill dirt has been brought onto the property that originated from a contaminated site?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(8)(a) Are there currently any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(8)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(9)(a) Is there currently any stained soil on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(9)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any stained soil on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(10)(a) Are there currently any registered or unregistered storage tanks (above or underground) located on the property?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(10)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any registered or unregistered storage tanks (above or underground) located on the property?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(11)(a) Are there currently any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(11)(b) Did you observe evidence or do you have any prior knowledge that there have been previously,			

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any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Same as 11a	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(12)(a) Are there currently any strong, pungent, or noxious odors located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(12)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any strong, pungent, or noxious odors located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(13)(a) Are there currently any standing surface water, pools or sumps containing liquids likely to be hazardous substances or petroleum products, located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(13)(b) Did you observe evidence or do you have any prior knowledge that there have been previously, any standing surface water, pools or sumps containing liquids likely to be hazardous substances or petroleum products located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>c. Facility Conditions or Interior Observations</b>			
(c.)(1) Are there facilities currently on site?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
(c.)(2) Is there evidence or prior knowledge of facilities previously on site?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
If answers (c.)(1) and (c.)(2) are No, than questions 14-16 are <input type="checkbox"/> N/A			
(14)(a) Is there currently evidence of leaks, releases or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(14)(b) Did you observe evidence or do you have any prior knowledge that there have been previously any leaks, releases or staining by substances other than water, or foul odors, associated with any flooring, drains, walls, ceilings, or exposed grounds on the property, infrastructure Conditions			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(15) Describe the means of heating and cooling the buildings on the property, including the fuel source for heating and cooling.			
Maintenance-propane heat, electric AC units			
(16) Describe sumps or drains visually and/or physically observed or identified from the interviews that are present in the buildings on the property.			
Wash bay previously drained to ground but closed now			
<b>d. Infrastructure Conditions</b>			
(17) Identify the source of potable water for the property.			

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City of Smithville Water			
(18) Identify the sewage disposal for the property.			
City of Smithville Sewer			
(19)(a) If the property is served by a private well or non-public water system, is there evidence or do you have prior knowledge that contaminants have been identified in the well or system that exceed guidelines applicable to the water system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(19)(b) If the property is served by a private well or non-public water system is there evidence or do you have prior knowledge that the well has been designated as contaminated by any government environmental/health agency?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(19)(c) Does the property discharge waste water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a storm water system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Rinsate from field paint was discharged on ground in maintenance shop area	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(19)(d) Does the property discharge waste water (not including sanitary waste or storm water) onto or adjacent to the property and/or into a sanitary sewer system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(20)(a) Has there been a discharge of any substance or material from the property that might contaminate the public water system?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(20)(b) Is the property known to be served by asbestos cement mains, lead containing lines, or piping that uses copper and/or lead solder?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(21)(a) Is the property served by a private/nonpublic water system that has been found to be contaminated in excess of drinking water guidelines or otherwise contaminated?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>e. CERCLA and Related Liability</b>			
(22) Is there any knowledge of environmental remediation orders or agreements applicable to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(23)(a) Is there information on the past existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?			

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Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Pesticides, chemicals, used oil, diesel AST, propane, sodium permanganate	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(23)(b) Is there information on the current existence of hazardous substances or petroleum products with respect to the property or any facility located on the property?			
Record Search and/or Interview: Same as 23a	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Same as 23a	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
(23)(c) Is there information on the past existence of environmental violations with respect to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(23)(d) Is there information on the current existence of environmental violations with respect to the property or any facility located on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(24) Is there any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(25) Is there any knowledge of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substances or petroleum products involving the property by any owner or occupant of the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
(26) Is there any prior knowledge that any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries, or any other waste materials have been dumped above grade, buried and or burned on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.1 TOXIC SUBSTANCES CONTROL ACT (TSCA):**

a. Is there a transformer, capacitor, or any hydraulic equipment known to contain or likely to contain polychlorinated biphenyls (PCBs) or any records indicating the presence of such?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.2 ASBESTOS ABATEMENT AND INSPECTION:**

If no facilities then <input type="checkbox"/> N/A			
a. Were any of the facilities located on the property constructed prior to 1980?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Have all facilities on the property been inspected by a certified asbestos abatement team?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

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c. Is there any documented evidence of asbestos (e.g., tests, surveys, management plan) in any of the facilities on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Has all friable asbestos on the property or within facilities on the property been removed or become subject to an Operation and Maintenance (O&M) program so that it does not create the potential for human exposure?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. Does the site survey of pre-1980 construction identify potential asbestos containing materials (e.g., boiler insulation, floor tiles, building siding, shingles, roofing felt, wall and ceiling insulation, acoustical ceiling tiles, window putty, fuse boxes, heat reflectors, air duct lining)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.3 LEAD-BASED PAINT ABATEMENT AND INSPECTION:**

If there were never structures then ☐ N/A

a. Were any structures or facilities on the property constructed prior to 1979?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Has a screening test been conducted on the property for lead-based paint?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Did the results of the screening tests identify lead-based paint?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Is any of the on-site paint peeling or chipped?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.4 FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT (FIFRA):**

a. Are there or has there been any pesticides, fungicides, or herbicides used on the property?			
Record Search and/or Interview: Pesticides applied for general maintenance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: Pesticide storage cabinet in shop	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
b. In greater than household quantities?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Applied not in accordance with the manufacturers recommendations?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Are there or has there been any pesticides, fungicides, or herbicides stored onsite?			
Record Search and/or Interview:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit: General-use pesticides in storage cabinet	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

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e. In greater than house-hold quantities?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Have there been reports or evidence of a spill of any pesticides, fungicides, or herbicides on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.5 MEDICAL/BIOHAZARDOUS WASTE:**

a. Has the property been used for chemical or biological testing?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Has the property been used for burying medical or biohazardous waste?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.6 MUNITIONS AND EXPLOSIVES OF CONCERN (MEC - i.e., military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. 2710(e)(9); (B) discarded military munitions (DMM), as defined in 10 U.S.C. 2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710(e)(3), present in high enough concentrations to pose an explosive hazard.)**

a. Have any citizen complaints or local law enforcement actions occurred regarding MEC on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Has the site served as a small arms test range or otherwise to service weapons?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Are any ranges, berms, open burning/open detonation (OB/OD), training, or impact areas onsite?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.7 RADIOLOGICAL SUBSTANCES:**

a. Has the property ever been suspected to contain radioactive waste, including mixed waste?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Have radiological substances ever been used or services provided on the property?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Has the property been surveyed for radon?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Did the radon survey indicate test results above 4 pCi/l (pico curies/liter)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk

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Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. If a radon survey has not been conducted does the vicinity exhibit radon above 4 pCi/l (pico curies/liter)?			
Record Search and/or Interview: Clay County, MO is Zone 1	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Do records indicate that nearby structures have elevated indoor levels of radon?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.8 Clean Air Act**

a. Does the facility emit air pollutants into the environment?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Is the facility a type for which new standards of performance (NSPS) have been promulgated? See 40 C.F.R. Part 60 for a list of new source categories and applicable standards.			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Is the facility in violation or has the facility been in violation of the NSPS or the permit?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Is the facility located in a nonattainment area?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. Will the facility be subject to maximum attainable control technology (MACT)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Is the capital expenditure required to meet the requirements of emissions reductions in the new Clean Air Act, i.e., is the facility required to reduce emissions because it is a non-attainment area?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
g. Does the facility incinerate any wastes of any kind?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**3.9 ADDITIONAL ISSUES:**

a. Does the property exhibit any stressed vegetation or diseased wildlife?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b. Does the property have erosion problems (i.e., gullies, arroyos, sediment loading during storms)?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
c. Are there any floodplains or wetlands?			

ENVIRONMENTAL CONDITION OF PROPERTY, CON'T

Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
d. Are there any sinkholes?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
e. Are there any valuable mineral resources?			
Record Search and/or Interview:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
f. Is mold present in facilities on the property?			
Record Search and/or Interview: Mold in old concession stand	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unk
Observed during site visit:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

<b>3.10 OTHER CONDITIONS:</b>
Are there any other conditions that exist on the property that should be considered in the decision to outgrant? Describe.

<b>3.11 ADDITIONAL COMMENTS:</b>

<b>4.0 GOVERNMENT RECORDS/HISTORICAL RESOURCES INQUIRY</b>			
a. Do any of the following Federal Government record systems list the property or any property within the search distance noted below:			
Federal Government Source	Approximate Minimum Search Distance, miles (kilometers)	Response	
Federal <a href="#">NPL</a> site list	1.0 (1.6)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal <a href="#">CERCLIS</a> list	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal <a href="#">CERCLIS NFRAP</a> site list	property and adjoining properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal <a href="#">RCRA CORRACTS TSD</a> facilities list	1.0 (1.6)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal <a href="#">RCRA non-CORRACTS TSD</a> facilities list	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal <a href="#">RCRA generators</a> list	property and adjoining properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal ERNS list	property only	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b. Do any of the following state record systems list the property or any property within the search distance noted below:			
State lists of hazardous waste sites identified for investigation or remediation	Approximate Minimum Search Distance, miles (kilometers)	Response	
State – Equivalent NPL	1.0 (1.6)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**ENVIRONMENTAL CONDITION OF PROPERTY, CON'T**

State – Equivalent CERCLIS	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State landfill and/or solid waste disposal lists	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State leaking UST lists	0.5 (0.8)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State registered UST lists	property and adjoining properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c. Based upon a review of fire insurance maps or consultation with the local fire department serving the property, are any buildings or other improvements on the property or on any adjoining property identified as having been used for industrial use or uses likely to lead to contamination of the property? Please state remarks below.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Remarks: Previous ownership included USACE. Adjacent property uses include single family homes and pastureland.			

5.0 Interviews		
	Name	Position
1	Matt Denton	Smithville City Parks and Recreation Maintenance
2	Derek Dorsey	USACE, Smithville Park Manager
3		
4		
5		
6		

6.0 Records	
1	Real estate documents
2	USACE CPTTrack and Smithville Project Files
3	EPA Superfund National Priorities List, Facility Registry Service and ECHO Databases
4	Missouri Department of Natural Resources (MDNR) Online GIS Database
5	MDNR E-START, MEERTS and MERLIN Databases
6	

**7.0** We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of Smith's Fork Park \_\_\_\_\_ the property. Any exceptions to, or deletions from this practice are described in Section 3.11 \_\_\_\_\_ of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property.

Environmental Professional (Print) <b>Mary Lawson</b>
<div> <div>Environmental Professional's Signature</div> <div>LAWSON.MARY.CATHERINE.1255227854</div> <div>NE.1255227854</div> </div> <div> <div>Digitally signed by</div> <div>LAWSON.MARY.CATHERINE.1255227854</div> <div>Date: 2022.09.20 17:01:48 -05'00'</div> </div>
Date <b>09/20/2022</b>

8.0 CERTIFICATIONS:	
15.a. The Environmental Professional Completing this report:	
Name: Mary Lawson	
Title: Kansas City District Environmental Compliance Coordinator	
Organization: U.S. Army Corps of Engineers, Kansas City District	
Address: 601 E 12th St Ste 436, Kansas City, MO 64106	
Phone number: 816-389-3123	
Date: 09/20/2022	
Qualifications: GS-0028-12, Environmental Protection Specialist; 20 years experience with USACE as an Environmental Compliance Coordinator	

ENVIRONMENTAL CONDITION OF PROPERTY, CON'T

"[I, We] declare that, to the best of [my our] professional knowledge and belief, [I, we] meet the definition of Environmental professional as defined in 312.10 of 40 CFR 312 and [I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

**9.0 RECOMMENDATION:**

- ☒ I recommend that the proposed real estate outgrant be approved and that the action proceed.
- ☐ I do not recommend that the proposed real estate outgrant be approved and recommend that no further review and processing be done.

OPM/ECC Signature DORSEY.DEREK.RYAN.1239586  
399

Digitally signed by  
DORSEY.DEREK.RYAN.1239586399  
Date: 2022.09.20 17:36:03 -05'00'

Date 20 Sep 2022



Environmental Condition of Property-Smith's Fork Park  
Appendix A: Site Details

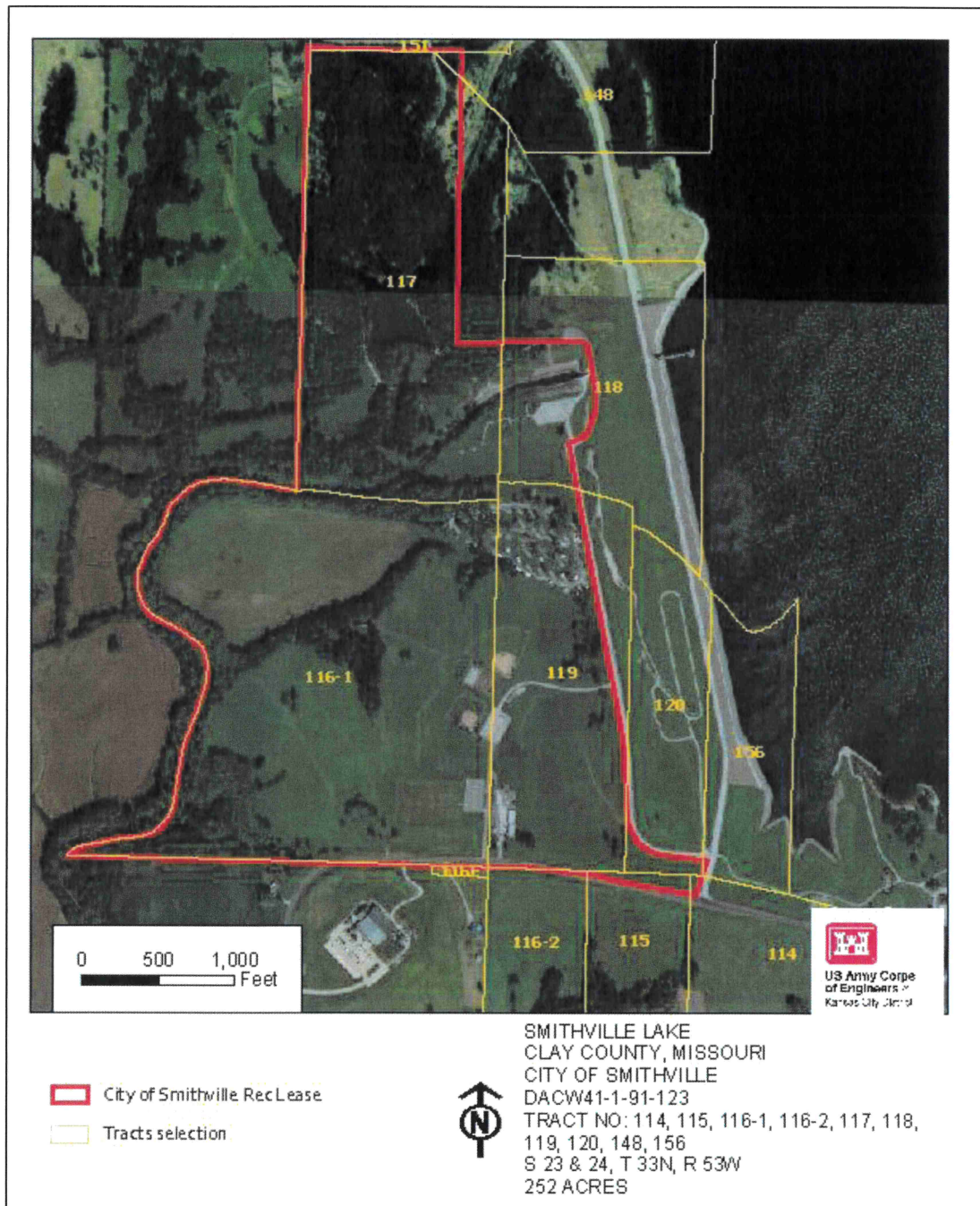


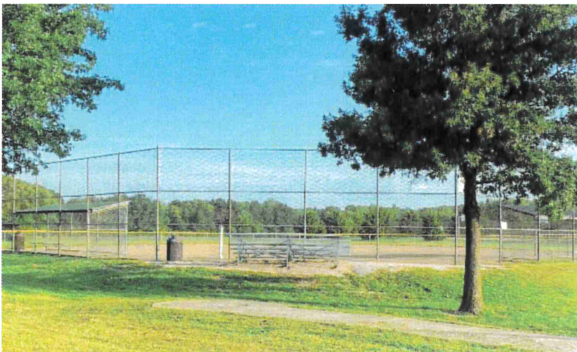
Figure 1: Segment Layout



**Figure 2:** Restrooms



**Figure 3:** Ball field



**Figure 4:** Ball field



**Figure 5:** Concession stand



**Figure 6:** Boy Scout picnic shelter



**Figure 7:** Rock-lined fire ring, benches



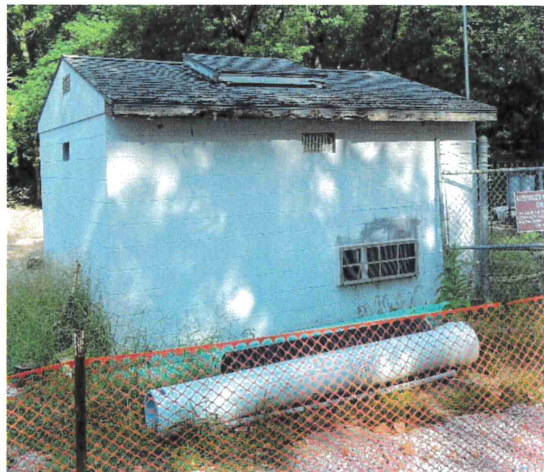
**Figure 8:** Hammock stand



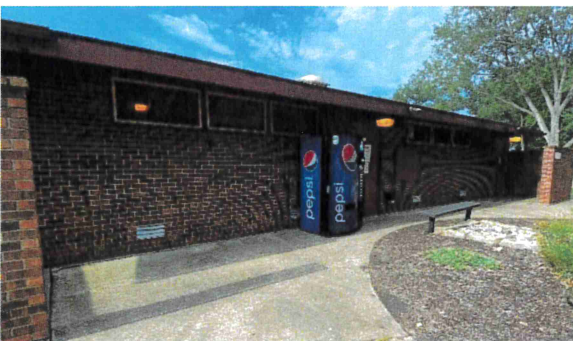
**Figure 9:** Pond within excluded area



**Figure 10:** 500-gallon diesel AST



**Figure 11:** Old pump station



**Figure 12:** Shower house



**Figure 13:** Propane tank



**Figure 14:** New pump station



**Figure 15:** Sodium permanganate tank



**Figure 16:** Lift station (under construction)



Figure 17: Aerial of excluded area

Environmental Condition of Property-Smith's Fork Park  
Appendix B: Government Records/Historical Resources Inquiry Findings

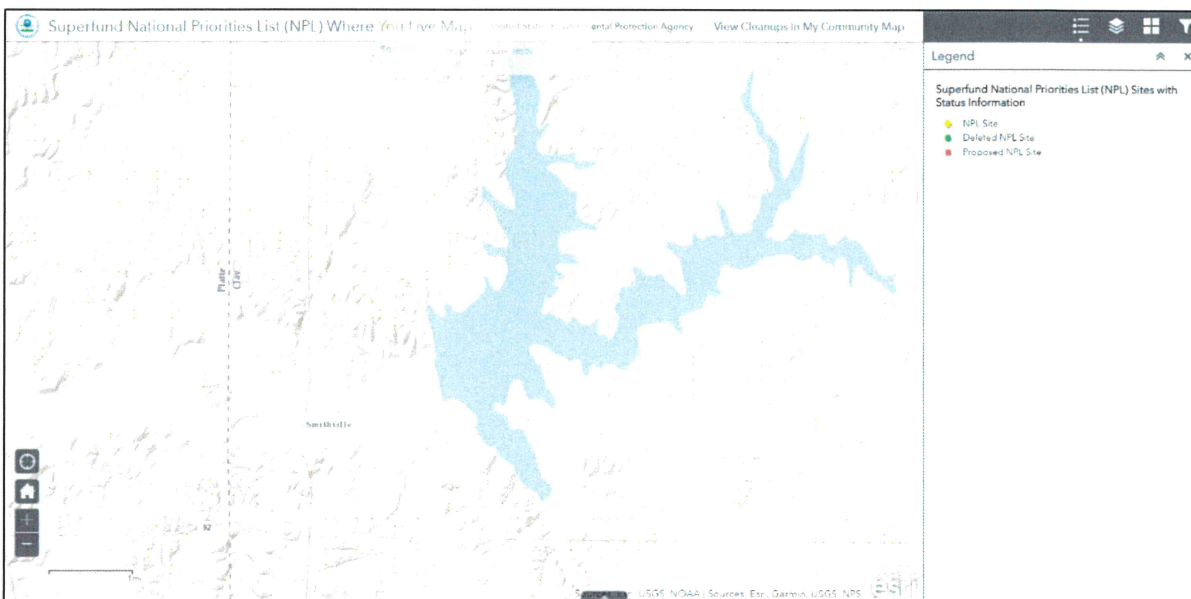


Figure 1: Superfund, National Priorities List (NPL) Map

EPA ID	Site Name	City	County	State	National Priorities List Status	Superfund Alternative Approach	Construction Complete	Site-wide Ready for Anticipated Use	Human Exposure Under Control	Groundwater Migration Under Control
MON000710241	<a href="#">ANGELS ATTIC</a>	GLADSTONE	CLAY	MO	Not NPL	No	No	No	Status Unavailable	Status Unavailable
MOD046750253	<a href="#">ARMOUR ROAD</a>	NORTH KANSAS CITY	CLAY	MO	Final NPL	No	No	No	Yes	Yes
MOD980633143	<a href="#">HCL CHEMTECH</a>	KANSAS CITY	CLAY	MO	Not NPL	No	No	No	Status Unavailable	Status Unavailable
MOD980853519	<a href="#">LEE CHEMICAL</a>	LIBERTY	CLAY	MO	Final NPL	No	Yes	No	Yes	Yes
MOSFN0703538	<a href="#">NORTH KANSAS CITY AMMONIA</a>	NORTH KANSAS CITY	CLAY	MO	Not NPL	No	No	No	Status Unavailable	Status Unavailable

Figure 2: Superfund, National Priorities List (NPL) Clay County, MO

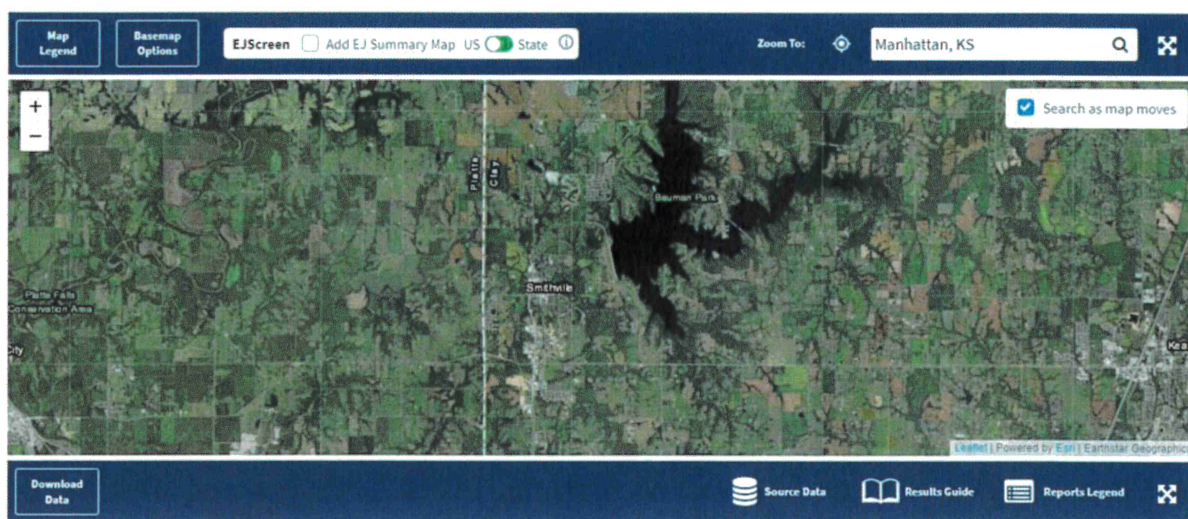


Figure 3: U.S. Environmental Protection Agency Enforcement and Compliance History Report

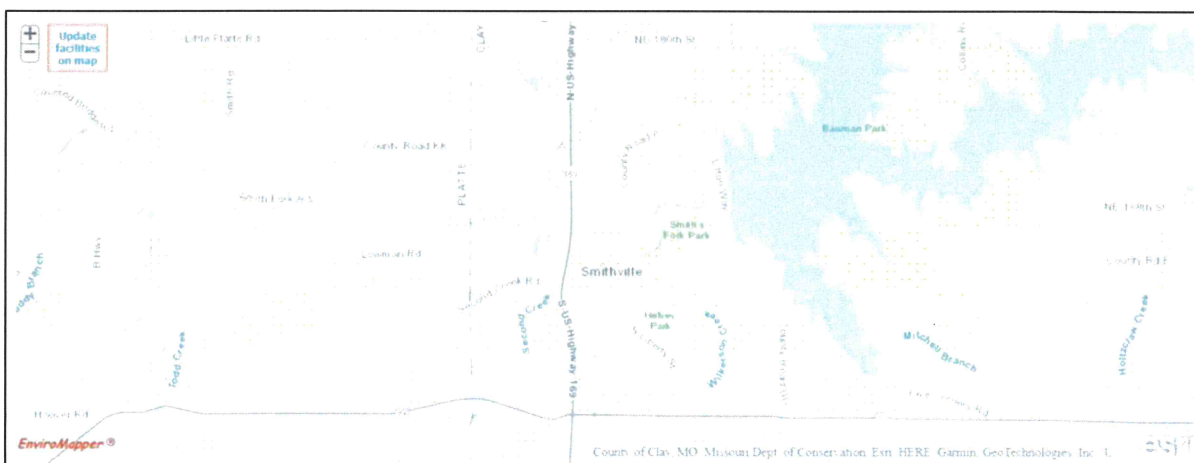


Figure 4: EPA Facility Registry Service-RCRAInfo Database

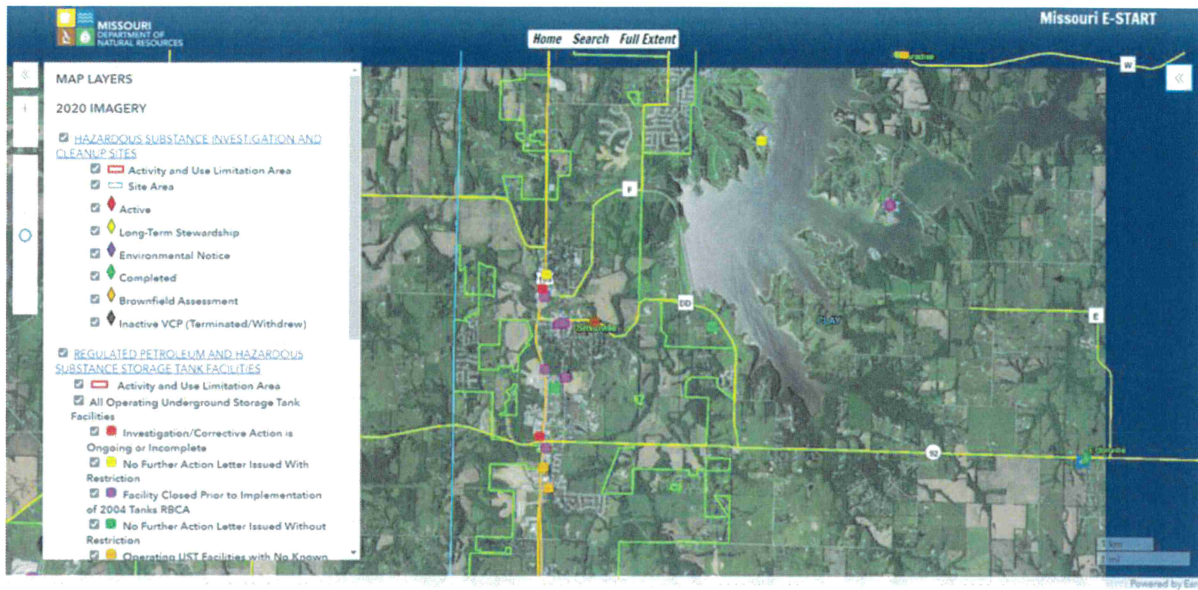


Figure 5: Missouri Department of Natural Resources Environmental Site Tracking and Research Tool

**Environmental Condition of Property-IDNR Rathbun Fish Hatchery**

Appendix C: Interview with Matt Denton and Derek Dorsey

**The following information was provided by Mr. Matt Denton, Smithville City Parks and Recreation, and Derek Dorsey, USACE Smithville Park Manager, on 25 August 2022:**

Vehicle maintenance was conducted by park staff previously. Used oil was taken to O'Reilly's. However, vehicle maintenance is conducted off-site. Oil changes on equipment, such as mowers, is all that continues to be done on-site currently.

Fill dirt for ball fields is bought from Coulter's. Calcite clay is used on the infields.

Several ponds exist on the site where goose tubs used to be maintained in the 1980's.

Structures on site were most likely constructed around 1979, shortly after the lake was completed.

The wash bay used to drain to the ground, but was closed in the 1990's.

The concession stand on-site is currently just used for storage. It has some mold and is slated to renovate or demolish.

The older raw water pump station will possibly be demolished or used for storage. Some sodium permanganate injection occurs there via metering pump and two (2) 55-gal drums.

The admin office was added at the shop in 2016.

Temporary port-a-john's are brought in during soccer season.



## Board of Aldermen Request for Action

**MEETING DATE:** 4/3/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1212, awarding Bid No. 23-06 2023 Street Maintenance Program

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1212, awarding Bid No. 23-06 to Pavement Management to complete street improvements on Spellman Road, NE 172<sup>nd</sup> Street, Old Jefferson Highway, and 180<sup>th</sup> Street in an amount not to exceed \$387,489.64 and a force account of approximately \$14,000.

### **SUMMARY:**

The 2023 Street Maintenance Project will include street improvement along Spellman Road, NE172nd St, Old Jefferson Highway, and 180th Street, covering an area of approximately 54,000 square yards. These repairs will include crack sealing (25,000 lbs), micro surfacing and pavement marking. While not a full mill and overlay, the use of micro surfacing is a cost-effective solution that extends the life of the roadways for several years in a more efficient manner, reducing maintenance costs.

Additionally, Commercial Street (from 169 Highway to East Meadows Street) will undergo pavement stripping. This project enhances road safety and improves road conditions while also providing cost savings through the use of micro surfacing.

Two bids were received on March 28, 2023. The apparent low bid was Pavement Management at \$387,489.64. To account for any unforeseen conditions or overages, staff is requesting approval of a Force Account amount of \$14,000.

### **PREVIOUS ACTION:**

N/A

### **POLICY ISSUE:**

Infrastructure Maintenance

### **FINANCIAL CONSIDERATIONS:**

The FY23 Budget includes \$300,000 for the Street Maintenance Program and \$25,000 for stripping. A budget amendment included earlier in the agenda provides funding for the overage.

### **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: Map |                                   |

## **RESOLUTION 1212**

### **A RESOLUTION AWARDING RFP 23-06 2023 STREET MAINTENANCE PROGRAM TO PAVEMENT MANAGEMENT IN THE AMOUNT OF \$387,489.64 AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION CONTRACT AND AUTHORIZE A FORCE ACCOUNT OF \$14,000**

**WHEREAS**, the Street Maintenance Program continues the City's commitment to improving and maintaining the City's infrastructure; and

**WHEREAS**, bids were received on March 28, 2023; and

**WHEREAS**, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Pavement Management is the most responsive and best bid received and the most advantageous to the City in an amount of \$387,489.64.

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

**THAT** Bid No. 23-06 is hereby awarded to Pavement Management in an amount not to exceed of \$387,489.64 and the Mayor is authorized to execute the construction contract for the 2023 Street Maintenance Project and a force account of approximately \$14,000 bringing the total cost of the project to \$400,000.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 3<sup>rd</sup> day of April, 2023.

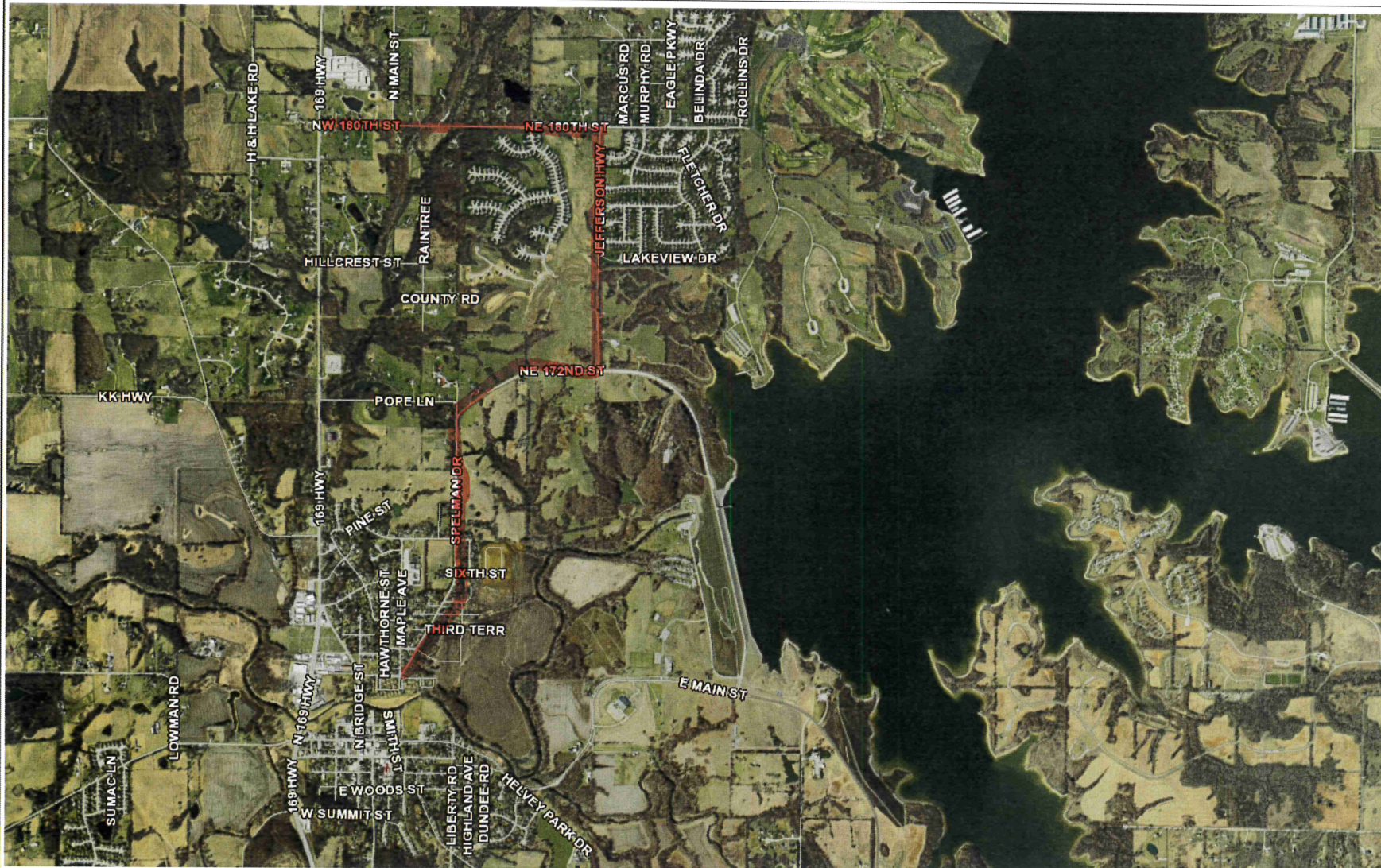
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Damien Boley, Mayor

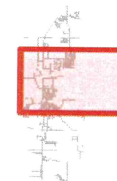
ATTEST:

---

Linda Drummond, City Clerk



3,627.8 0 1,813.89 3,627.8 Feet



**Legend**  
— Road

1 in. = 1814ft.



**Notes**

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION