



**City of Smithville, Missouri**  
**Board of Aldermen – Regular Session Agenda**  
**7:00 p.m. Tuesday, September 5, 2023**  
**City Hall Council Chambers and Via Videoconference**

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

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

Join Zoom Meeting

<https://us02web.zoom.us/j/85040320091>

Meeting ID: 850 4032 0091

Passcode: **630137**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Proclamation**
  - **Missouri Water and Wastewater Treatment Plant Professionals Week**
4. **Consent Agenda**
  - **Resolution 1261, Leak Adjustment**  
A Resolution approving t approving a water and wastewater leak adjustment request for Gary Hudlemeyer in the amount of \$352.48.
  - **Resolution 1262, Leak Adjustment**  
A Resolution approving a water and wastewater leak adjustment request for Ann Grider in the amount of \$383.78.

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**REPORTS FROM OFFICERS AND STANDING COMMITTEES**

5. **City Administrator's Report**

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**ORDINANCES & RESOLUTIONS**

6. **Bill No. 3002-23, Amending Section 705.110 Commercial Wastewater Leak Adjustment – 2<sup>nd</sup> Reading**  
An Ordinance repealing Ordinance Section 705.110 water and wastewater leak adjustment and enacting in its place a new Ordinance Section 705.110 water and wastewater leak adjustment. 2<sup>nd</sup> reading by title only.
7. **Bill No. 3003-23, Amending Section 700.040 Service Connection Fees – 2<sup>nd</sup> Reading**  
An Ordinance amending Section 700.040 of the Code of Ordinances. 2<sup>nd</sup> reading by title only.
8. **Resolution 1263, RFQ No. 23-10, Audit Services**  
A Resolution awarding Bid No. 23-10, to CliftonLarsonAllen for the City's Audit Services.
9. **Resolution 1264, Authorization No. 100, On-Call Engineering Services**  
A Resolution authorizing and directing the Mayor to execute Authorization No. 100, with HDR Engineering, Inc. for on-call engineering services.

**10. Resolution 1265, Renewing the City Tow Contract**

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

**11. Resolution 1266, Agreement with School District for SRO Services**

A Resolution authorizing The City of Smithville to enter into a Memorandum of Understanding and Cooperative Agreement with the Smithville School District regarding School Resource Officer Services.

**12. Resolution 1267, Temporary Liquor License**

A Resolution issuing a temporary liquor license to Chop's BBQ and Catering for the Smithville Chamber of Commerce After-Hours Event at Courtyard Park to be held Saturday, September 21, 2023.

**OTHER MATTERS BEFORE THE BOARD**

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**13. 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.**

**14. 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.

**15. Adjourn**





## Proclamation

### Missouri Water and Wastewater Treatment Professionals Week

September 10–16, 2023

WHEREAS, Governor Parson proclaimed September 10–16 to be Water And Wastewater Treatment Professionals Week of the State of Missouri; and,

WHEREAS, water is one of our most valuable economic, environmental, and recreational resources; and

WHEREAS, abundant water supplies attract industry and investment, and create jobs; and,

WHEREAS, proper transport and treatment of wastewater contributes to healthy communities, and improved water quality for streams, rivers, and lakes; and

WHEREAS, clean and safe water are necessary to fulfill the motto of the State of Missouri "Salus populi suprema lex esto," ("The welfare of the people shall be supreme law."); and

WHEREAS, water and wastewater treatment professionals maintain and operate the infrastructure, facilities, and services that are vital to sustainable and resilient communities, public health, high quality of life, and the well-being of the people of Missouri.

WHEREAS, Water and Wastewater Treatment Professionals Week is a unique opportunity for water and wastewater professionals and the communities they serve to join together to recognize the vital role water and wastewater professionals play in our daily lives.

RESOLVED, I, **Damien Boley**, Mayor of the City of Smithville, do hereby designate the week September 10 – 16, 2023 as Water and Wastewater Treatment Professionals Week; I urge all citizens to join with the State of Missouri in activities, events and ceremonies designed to pay tribute to Smithville's water and wastewater professionals and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

DONE at the **City of Smithville, Missouri** this 5<sup>th</sup> day of September, 2023.

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Damien Boley, Mayor



## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Finance

**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:

- **Resolution 1261, Leak Adjustment**

A Resolution approving a water and wastewater leak adjustment request for Gary Hudlemeyer in the amount of \$352.48.

- **Resolution 1262, Leak Adjustment**

A Resolution approving a water and wastewater leak adjustment request for Ann Grider in the amount of \$383.78.

**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:

- ☐ Contract
- ☐ Plans
- ☐ Minutes





## Board of Alderman Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Finance

**AGENDA ITEM:** Resolution 1261, A Resolution Approving A Water Leak Adjustment Request

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1261, approving a water and wastewater leak adjustment request for Gary Hudlemeyer in the amount of \$352.48.

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

On or about 27 July, 2023, the Utilities Department obtained electronic reads of water usage for the month of July. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the July billing cycle, Gary Hudlemeyer had started the cycle with a read of 5443 and finished the July cycle with a read of 6620, which resulted in consumption of 117,700 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Gary Hudlemeyer has provided proof of repair/maintenance of the outside leak which caused the high usage during the July billing cycle.

If approved, the leak adjustment would issue a credit of \$352.48 to Gary Hudlemeyer's utility account.

**PREVIOUS ACTION:**

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

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Reduce utility revenues by \$352.48.

**ATTACHMENTS:**

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

## **RESOLUTION 1261**

### **A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST FOR GARY HUDLEMEYER IN THE AMOUNT OF \$352.48**

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

**WHEREAS**, Gary Hudlemeyer, a residential utility billing customer with account 05-000730-00, has notified the City of a water leak and is requesting a leak adjustment; and,

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

**WHEREAS**, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$352.48;

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

A water and wastewater leak adjustment in the amount of \$352.48 shall be credited to account 05-000730-00 of residential utility billing customer Gary Hudlemeyer.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of September, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



### Water and Wastewater Leak Adjustment Request

Utility Customer Name: Gary Hudlemeyer

Utility Service Address: 17700 HH Lake Rd

Utility Account Number: 05-000730-00

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$352.48 at the Board of Alderman meeting on 9/5/2023.

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

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

Gary L. Hudlemeyer  
Customer's Signature

8/15/23  
Date



## Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Gary Hudlemeyer**

Utility Service Address: **05-000730-00**

Utility Account Number: **17700 HH Lake Road**

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

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

City's normal water rate (per 1,000 gallons): \$9.04  
 Average monthly water usage for this property: 10,433 gallons

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

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

3. If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.

If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

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

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

MONTH 1	
Original Water Bill Amount	
<b>117,700</b> gallons @ 9.04 per 1,000 gallons =	1064.01
Adjusted Water Bill Amount	
20,866 gallons @ 9.04 per 1,000 gallons =	188.63
+ 96,834 gallons @ 5.4 per 1,000 gallons =	522.90
	711.53
<b>Water Discount =</b>	<b>352.48</b>
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
<b>Wastewater Discount =</b>	<b>0.00</b>

MONTH 2 (if applicable)	
Original Water Bill Amount	
<b>0</b> gallons @ 9.04 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 9.04 per 1,000 gallons =	0.00
+ 0 gallons @ 5.4 per 1,000 gallons =	0.00
	0.00
<b>Water Discount =</b>	<b>0.00</b>
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
<b>Wastewater Discount =</b>	<b>0.00</b>

**Total Discount = 352.48**

Remit To: KEARNEY



KEARNEY WINSUPPLY CO.  
1000 W INNOVATION DR  
KEARNEY, MO 64060-7968

Page	Date Printed	Invoice No.
1	7/11/23	387815 01

To Reorder Contact Us At

Phone No. : (816) 628-3445

Fax No .. : (816) 628-3010

DB# 07

Sold To:

Ship To:

CASH SALES  
1000 W INNOVATION DR  
KEARNEY, MO 64060-7968

CASH SALES  
1000 W Innovation Dr

Kearney, MO 64060-7968

Customer Number <b>00224-000300</b>	Customer Purchase Order	Job Name
Placed By	Salesman <b>010-BOB PODBEVSEK</b>	Type Shipment <b>Stock</b>
	Ship VIA <b>WILL CALL</b>	Date Shipped <b>7/11/23</b>

WE NOW ACCEPT ORDERS VIA TEXT MESSAGE, TEXT TO 816-628-3445

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	RK-Y34 MODEL REPAIR KIT NT REPAIR KIT	1		23.7282		.00	23.73	T

OUR NEW ADDRESS IS 1000 WEST INNOVATION DRIVE - KEARNEY, MO 64060

\*\*\*OUR REMIT ADDRESS HAS CHANGED. EFFECTIVE IMMEDIATELY PLEASE REMIT

Terms: Monthly Finance Charge May Be Applied To Past Due Accounts.  
DUE ON RECEIPT

\*\*\* PAID IN FULL - NO PAYMENT DUE \*\*\*

Tax Area ID:	Net Sales	23.73
MO - 260472739	Freight	.00
State Tax % 4.225	State Tax	1.00
Local Tax % 4.250	Local Tax	1.01
	Invoice Amount	<b>25.74</b>



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (816) 628-3445.

T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at [www.winsupplyinc.com/tcsale](http://www.winsupplyinc.com/tcsale).

INVOICE# : Laser Invoice



## Board of Alderman Request for Action

**MEETING DATE:** 9/5/2022

**DEPARTMENT:** Finance

**AGENDA ITEM:** Resolution 1262, A Resolution Approving A Water Leak Adjustment Request

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1262, approving a water and wastewater leak adjustment request for Ann Grinder in the amount of \$383.78.

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

On or about 7/19/23, the Utilities Department notified by the resident that there may be a leak at her property. The following day, the water department went to the residence where they determined that there was a leak and the meter was turned off.

Following the month of the July billing cycle, Ann Grider had started the cycle with a read of 3536 and finished the July cycle with a read of 4729, which resulted in consumption of 119,300 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Ann Grider has provided proof of repair/maintenance of the service line leak which caused the high usage during the July billing cycle.

If approved, the leak adjustment would issue a credit of \$383.78 to Ann Grider's utility account.

**PREVIOUS ACTION:**

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

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Reduce utility revenues by \$383.78.

**ATTACHMENTS:**

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



## **RESOLUTION 1262**

### **A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST FOR ANN GRIDER IN THE AMOUNT OF \$383.78**

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

**WHEREAS**, Ann Grider, a residential utility billing customer with account 10-000220-00, has notified the City of a water leak and is requesting a leak adjustment; and

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

**WHEREAS**, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$383.78.

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

A water and wastewater leak adjustment in the amount of \$383.78 shall be credited to account 10-000220-00 of residential utility billing customer Ann Grider.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of September, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



### Water and Wastewater Leak Adjustment Request

Utility Customer Name: Ann Grider

Utility Service Address: 808 NE 180<sup>th</sup> Street

Utility Account Number: 10-000220-00

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

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$383.78 at the Board of Alderman meeting on 9/4/2023. 9/5/23

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

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

Ann M Grider  
Customer's Signature

8/8/23  
Date



## Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Ann Grider**  
 Utility Service Address: **808 NE 180th St**  
 Utility Account Number: **10-000220-00**

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

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

City's normal water rate (per 1,000 gallons): **\$9.04**  
 Average monthly water usage for this property: **6,933** gallons

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

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

3. If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.

If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

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

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

MONTH 1	
Original Water Bill Amount	
<b>119,300</b> gallons @ 9.04 per 1,000 gallons =	1078.47
Adjusted Water Bill Amount	
13,866 gallons @ 9.04 per 1,000 gallons =	125.35
+ 105,434 gallons @ 5.4 per 1,000 gallons =	569.34
	694.69
Water Discount =	
	383.78
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Wastewater Discount =	
	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
<b>0</b> gallons @ 9.04 per 1,000 gallons =	0.00
Adjusted Water Bill Amount	
0 gallons @ 9.04 per 1,000 gallons =	0.00
+ 0 gallons @ 5.4 per 1,000 gallons =	0.00
	0.00
Water Discount =	
	0.00
Original Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Adjusted Wastewater Bill Amount	
0 gallons @ 7.69 per 1,000 gallons =	0.00
Wastewater Discount =	
	0.00

**Total Discount = 383.78**

Tuesday, August 8, 2023

To whom it may concern:

I discovered a water leak while mowing on Wednesday, July 19th. I called the City of Smithville City Hall at 10:25 a.m. to report and ask for water department to come and assess. Was confirmed that we did have a leak, so water at main was shut off at that time. The leak occurred about 100 feet from the water main at the road. Our water line runs about 800 feet to the house, so leak was not readily noticeable until we were mowing 700 feet from the house. Hampton Plumbing was able to come right away and get this fixed the morning of Thursday, the 20th. Water was shut off until fixed and Hampton Plumbing turned water back on at that time.

Attached please find pictures of the cracked pipe and the hole after fixing. Also attached is the paid receipt for the work done by Hampton Plumbing and our July water bill. I was told by Liz at city hall yesterday, August the 7th, to go ahead and pay \$100 for this bill, which is our summer average and this would avoid our water being disconnected while someone considers adjusting our bill.

Thank you for your consideration in adjusting our water bill down from the amount billed for the term during the leak.

I look forward to hearing from someone as to what is decided.

Ann Grider  
1-816-809-8620  
808 NE 180th Street  
Smithville MO 64089

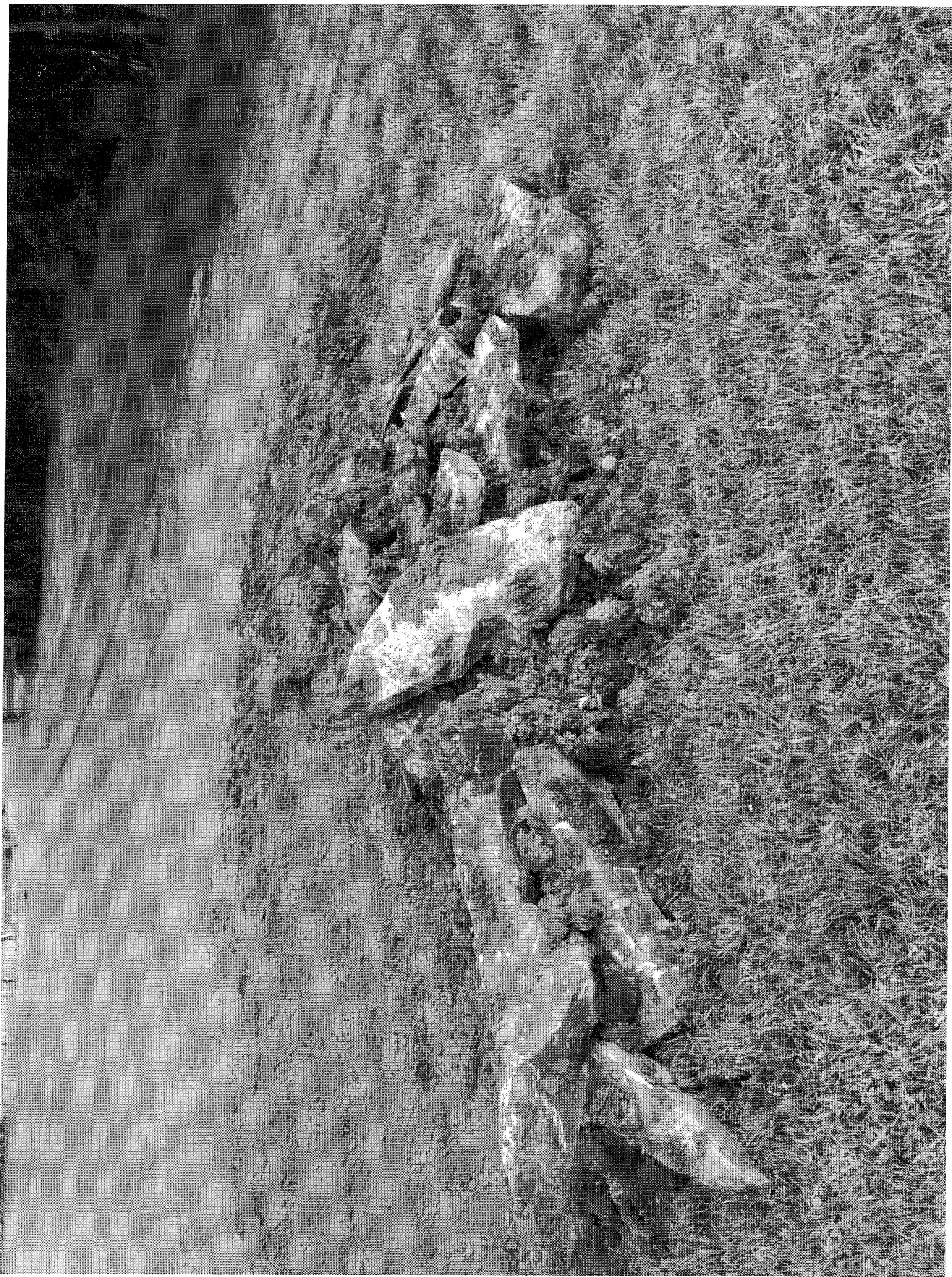












# HAMPTON PLUMBING, INC.

P.O. Box 552, Kearney, MO 64060  
Office 816-628-5069 Fax 816-628-6096  
Info@HamptonPlumbing.Net  
www.hamptonplumbing.net

## Bill to:

Ann Grider  
808 NE 180th Street  
Smithville, Mo. 64089

Date Invoice #

8/7/2023 32114

Due Date

Class

8/7/2023

808 NE 180th Street

Description

Amount

Bill to dig up and repair leak in poly water line. Had to dig up water line to see what size and type of pipe it was. Came back to supply house to get what was needed to repair.

Material:

187.00

Labor:

600.00

Total \$787.00

Thank you we appreciate your business

Balance Due \$0.00

## NOTICE TO OWNER

FAILURE OF THE 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 MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN THE OWNER PAYING FOR LABOR AND MATERIALS TWICE.

1.5% per month (18% annual) finance charge will be added to all delinquent invoices



107 W Main St • Smithville, MO 64089  
816-532-3897

Account Number	Amount Due
10-000220-00	\$1,121.89
Due Date	After Due Date Pay
08/16/2023	1,234.08
Service Address	
808 NE 180TH ST	

There will be a charge on all returned checks.  
Please return this portion with your payment.



010198



ANN M GRIDER  
808 NE 180TH ST  
SMITHVILLE MO 64089-8745

2152

REMIT PAYMENT TO:

CITY OF SMITHVILLE  
107 W Main St  
Smithville, MO 64089-9384

Please return this portion with your payment.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name				Service Address		Account Number	
ANN M GRIDER				808 NE 180TH ST		10-000220-00	
Status	Service Dates		# Days	Bill Date	Penalty Date	Due Date	
	From	To					
ACTIVE	06/25/2023	07/25/2023	30	07/31/2023	08/22/2023	08/16/2023	
					PREVIOUS BALANCE	\$110.25	
					PAYMENTS	-\$110.25	
					ADJUSTMENTS	\$0.00	
					PENALTIES	\$0.00	
					PAST DUE AMOUNT	\$0.00	
CURRENT		PREVIOUS					
DATE	READING	DATE	READING	USAGE			
07/25/2023	4729	06/25/2023	3536	119300	WATER	\$1,091.25	
					STATE FEES	\$0.44	
					TRASH	\$19.29	
					SALES TAX	\$10.91	
					AMOUNT DUE	\$1,121.89	
					AMOUNT DUE AFTER 08/16/2023	1,234.08	

PREVIOUS BALANCE MUST BE RECEIVED BY 8AM ON AUG 21ST TO  
AVOID DISCONNECTION OF SERVICE.  
CURRENT BILL TOTAL MUST BE RECEIVED BY 8AM ON SEPT 20TH TO  
AVOID DISCONNECTION OF SERVICE. NOT RESPONSIBLE FOR MAIL DEL

\* THE CURRENT CCR IS AVAILABLE AT  
[WWW.DNR.MO.GOV/CCR/MO1010748.PDF](http://WWW.DNR.MO.GOV/CCR/MO1010748.PDF)

8/7/23 9:30  
Liz  
Disc. ~~7/19~~ 7/20  
fixed ~~7/20~~  
bring documentation & pics  
bwd. approval  
requ. for adj.



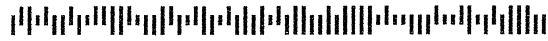
107 W Main St • Smithville, MO 64089  
816-532-3897

Account Number	Amount Due
10-000220-00	\$1,121.89
Due Date	After Due Date Pay
08/16/2023	1,234.08
Service Address	
808 NE 180TH ST	

There will be a charge on all returned checks.  
Please return this portion with your payment.



010198



2152

ANN M GRIDER  
808 NE 180TH ST  
SMITHVILLE MO 64089-8745

**REMIT PAYMENT TO:**

CITY OF SMITHVILLE  
107 W Main St  
Smithville, MO 64089-9384

Please return this portion with your payment.

Ann M. Grider  
Stephen G. Grider  
808 NE 180th Street  
Smithville, MO 64089

2473

80-1788/1012

Pay to the  
Order of

Smithville Water

8/8 2023

\$ 100.00

One hundred & 00/100

Dollars



Security features  
are included.  
Details on back.

Platte Valley Bank of Missouri  
PO Box 1250  
2400 Prairie View Rd.  
Platte City MO 64079

For

10-000220-00

Ann M. Grider

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## City Administrator's Report

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August 31, 2023

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### **188th Street and 169 Highway Project Update**

The City received word this week from the Missouri Department of Transportation that they will CLOSE U.S. Route 169 and 188th Street in Smithville in phases starting on September 7 through mid-November for roadway improvements. All work is weather permitting.

This work will occur in phases as outlined below.

*Phase One:* Crews will close 188th Street between Route HH Lane and North Main Street starting Thursday, September 7 through mid- November.

*Phase Two:* Crews will close U.S. Route 169 at 188th Street starting Tuesday, September 26 through mid- November.

For more information visit the project page: [www.modot.org/us-169-and-188th-street-improvements](http://www.modot.org/us-169-and-188th-street-improvements).

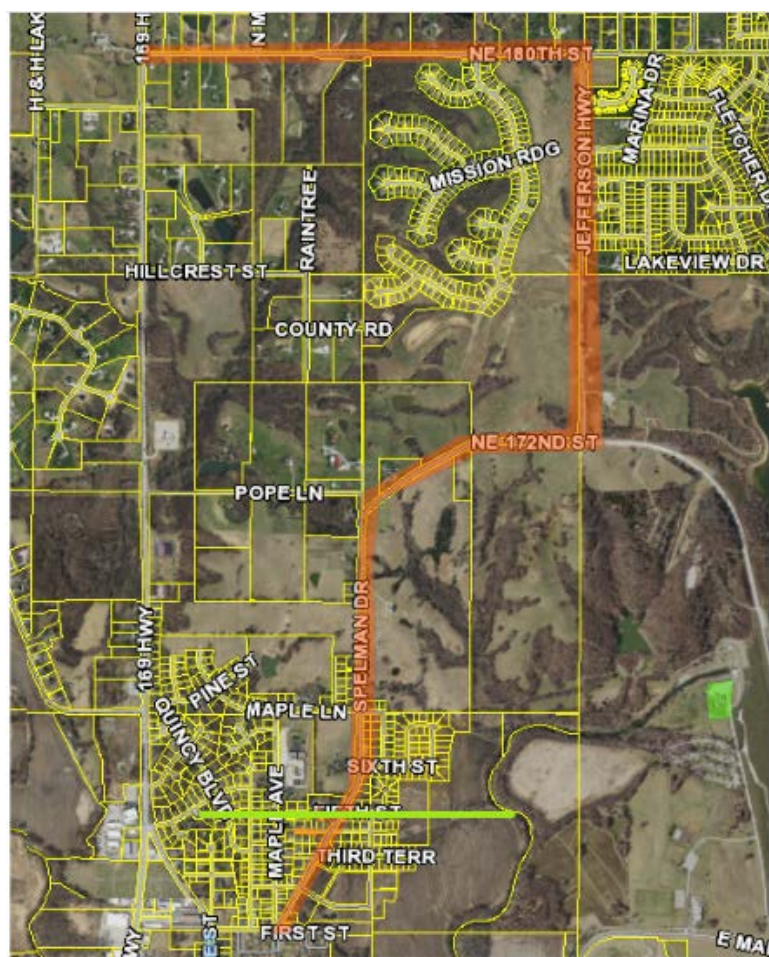
Motorists are reminded to slow down and pay attention while driving in work zones. Not all work zones look alike. Work zones can be moving operations, such as striping, patching or mowing. They can also be short term, temporary lane closures to make quick repairs or remove debris from the roadway.

### **Streetscape Phase III Project Update**

Staff received authorization from MODOT to bid this project. Bids will be advertised September 5. Bid opening has been scheduled for October 3.

### **2023 Street Maintenance Program**

Pavement Management has successfully finished the crack sealing and microsurfacing process. The next phase, stripping, is scheduled to start on September 5. Stripping will be performed along NE 180th Street, Jefferson Hwy, NE 172<sup>nd</sup> Street, Spelman Drive, and Commercial Street as outlined below.







## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Finance

**AGENDA ITEM:** Approve Bill No. 3002-23, Commercial Wastewater Adjustments – 2<sup>nd</sup> Reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 3002-23, approving the changes to Section 705.110 Water and Wastewater Leak Adjustment. Second reading by title only.

**SUMMARY:**

At the end of last year, Hillside Development (which is the name of the commercial utility account for the strip of businesses located at 201 – 219 U.S. 169 Highway) experienced a large leak in one of their 2" waterlines. Once Hillside Development realized the leak was significant in nature, they worked with Hampton Plumbing out of Kearney to diagnose the situation and fixed the leak by replacing the 2" waterline.

In reviewing the utility bill for the account, in the January 2023 billing cycle, consumption totaled 201,200 gallons. In the February 2023 billing cycle, consumption totaled 315,500 gallons. With this much consumption, the total utility bill for the January 2023 cycle was \$3,553.02 and the total utility bill for the February 2023 cycle was \$5,552.83.

Both bills were much higher than the normal bill, which prompted an individual from Hillside Development to reach out to staff to inquire about a leak adjustment. Staff relayed that the Code of Ordinances only permitted wastewater adjustments for commercial businesses.

Given the ability to grant a leak adjustment, staff calculated the credit amount which Hillside Development would be eligible for. That calculation sheet, which is the same one used for calculating credits for leak adjustments, is included in your packet and indicates that the total credit would be in the amount of \$3,312.61. In addition, staff requested proof of repair of the 2" waterline to ensure a leak occurred. That receipt from Hampton Plumbing was provided by Hillside Development and is also included in your packet.

The crux of the issue pertains to the approval procedures outlined in the City Code of Ordinances. Leak adjustments granting credits to residential accounts must be approved by the Board of Aldermen. However, as stated, the Code does not specify or outline that wastewater adjustments for commercial accounts must be approved by the Board of Aldermen. In other words, authority to approve is with the City Administrator. Given the direction from the Work Session held on July 18, staff have drafted ordinance revisions for consideration by the Board of Aldermen.

If the ordinance revisions are approved, Hillside Development will re-apply for the commercial wastewater adjustment and staff will present the application to the Board of Aldermen for formal approval.

**PREVIOUS ACTION:**

The Board of Aldermen discussed the commercial wastewater adjustment procedure at the July 18, 2023, Work Session and recommended that staff draft ordinance language to create a formal consideration procedure for commercial wastewater leak adjustments.

**POLICY ISSUE:**

Consideration of Commercial Wastewater Leak Adjustments.

**FINANCIAL CONSIDERATIONS:**

Future commercial wastewater leak adjustments will go to the Board of Aldermen, just like residential leak adjustments do, for consideration. The Hillside Development request will be considered on its resolution for approval.

**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:               |                                   |

**AN ORDINANCE REPEALING ORDINANCE SECTION 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT AND ENACTING IN ITS PLACE A NEW ORDINANCE SECTION 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT**

**WHEREAS, SECTION 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT** currently reads as follows:

**"Section 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT**

**A. Definition and Conditions**

1. *As used in this Section, the following terms shall have the meanings indicated:*

**MONTHLY AVERAGE**

*The amount of water usage calculated in accordance with Section 705.050(C); or if no such average has been established in accordance with that Section, then the average shall be the total number of gallons of water used divided by the total number of months billed.*

**NON-RESIDENTIAL WASTEWATER ADJUSTMENT**

*A financial adjustment to an account not categorized as residential in the City utility billing system to the wastewater portion of a utility bill related to a water leak.*

**WATER AND WASTEWATER LEAK ADJUSTMENT**

*A financial adjustment to an account categorized as residential in the City utility billing system to a utility bill related to a water leak.*

2. *The Board of Aldermen may consider approving a leak adjustment under the following conditions:*
  - a. *The customer notifies the City staff of a water leak and requests a leak adjustment.*
  - b. *Water consumption for the month in question is more than two (2) times the monthly average for this property (for each month involved in the leak).*

- c. Leak adjustments may occur only once in any thirty-six-month period and shall cover a single event only [up to a maximum of two (2) monthly utility bills].*
- d. The adjustment request must include a plumber's repair receipt, material and supplies receipts or other proof that the leak has been repaired.*
- e. Upon receipt of the documentation and/or confirmation of billing history as required in Subsection (A)(2)(a) through (d) above, City staff will prepare a draft adjustment request in accordance with this policy for the Board of Aldermen agenda where the adjustment may be considered.*
- f. The resident shall be sent a copy of the adjustment request, and must attend the scheduled Board hearing on the matter. Failure to be present to provide information or answer questions at that hearing is cause for the Board to deny the request.*

*B. No adjustments shall occur when any of the following exist:*

- 1. Excessive use is due to the customer's usage decisions, such as seasonal use, sod watering, gardening, filling swimming pools/spas, etc.*
- 2. Excessive use is due to a third party from whom the customer can recover costs (theft, vandalism, construction damage, etc.).*
- 3. Excessive water volume extends beyond the first two (2) months of a multi-month leak.*
- 4. Leak adjustment has occurred for this property within the past thirty-six (36) months.*

*C. Adjustment Calculations*

- 1. The adjusted bill(s) shall charge the normal water rate on all water volume used up to two (2) times the average monthly water use for this property.*
- 2. The adjusted bill shall also charge the City's wholesale water purchase rate as listed in the Schedule of Fees on all water volumes greater than two (2) times the average monthly water use for this property.*
- 3. If the leak is inside the home, the wastewater bill shall not be adjusted because the water will have drained into the sanitary system of the home. If*

*the leak is outside the home, the wastewater portion of the bill will be adjusted to reflect the average monthly usage for the property.*

*D. Rules Upon Resolution of Request By the Board*

- 1. Upon resolution by the Board of Aldermen, the customer shall make payment in full or make payment arrangements with City Hall in accordance with the then current payment policies no later than ten (10) days following the Board hearing.*
- 2. If the customer fails to comply with the payment obligations above within the allotted ten (10) days, then the account shall be treated as past due and be subject to the imposition of late fees and discontinuance of service in accordance with the regular billing procedures of this Chapter.*

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

**WHEREAS**, the City of Smithville wishes to clarify the procedure by which non-residential wastewater adjustments are approved by requiring the Board of Aldermen to consider and approve such requests.

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

Section 1. That Section 705.110 of the Code of Ordinances of the City of Smithville is hereby deleted in its entirety and replaced with a new section to be read and numbered as follows:

**Section 705.110 WATER AND WASTEWATER LEAK ADJUSTMENT**

**A. Definition and Conditions**

1. As used in this Section, the following terms shall have the meanings indicated:

**MONTHLY AVERAGE**

The amount of water usage calculated in accordance with Section **705.050(C)**; or if no such average has been established in accordance with that Section, then

the average shall be the total number of gallons of water used divided by the total number of months billed.

### **NON-RESIDENTIAL WASTEWATER ADJUSTMENT**

A financial adjustment to an account not categorized as residential in the City utility billing system to the wastewater portion of a utility bill related to a water leak.

### **WATER AND WASTEWATER LEAK ADJUSTMENT**

A financial adjustment to an account categorized as residential in the City utility billing system to a utility bill related to a water leak.

2. The Board of Aldermen may consider approving a leak adjustment under the following conditions:
  - a. The customer notifies the City staff of a water leak and requests a leak adjustment.
  - b. Water consumption for the month in question is more than two (2) times the monthly average for this property (for each month involved in the leak).
  - c. Leak adjustments may occur only once in any thirty-six-month period and shall cover a single event only [up to a maximum of two (2) monthly utility bills].
  - d. The adjustment request must include a plumber's repair receipt, material and supplies receipts or other proof that the leak has been repaired.
  - e. Upon receipt of the documentation and/or confirmation of billing history as required in Subsection **(A)(2)(a)** through **(d)** above, City staff will prepare a draft adjustment request in accordance with this policy for the Board of Aldermen agenda where the adjustment may be considered.
  - f. The customer shall be sent a copy of the adjustment request, and must attend the scheduled Board hearing on the matter. Failure to be present to provide information or answer questions at that hearing is cause for the Board to deny the request.
3. No adjustments shall occur when any of the following exist:



a. Excessive use is due to the customer's usage decisions, such as seasonal use, sod watering, gardening, filling swimming pools/spas, etc.

b. Excessive use is due to a third-party from whom the customer can recover costs (theft, vandalism, construction damage, etc.).

c. Excessive water volume extends beyond the first two (2) months of a multi-month leak.

d. Leak adjustment has occurred for this property within the past thirty-six (36) months.

B. Adjustment Calculations for Residential and Non-Residential Accounts

1. For calculations to the water portion of a residential account, the adjusted bill(s) shall charge the normal water rate on all water volume used up to two (2) times the average monthly water use for this property and shall also charge the City's wholesale water purchase rate as listed in the Schedule of Fees on all water volumes greater than two (2) times the average monthly water use for this property. In no event shall a non-residential account be given an adjustment for water rates or usage caused by a leak.

2. For wastewater adjustment calculations to residential and non-residential accounts, if the leak is inside the building, the wastewater bill shall not be adjusted because the water will have drained into the sanitary system. If the leak is outside the building, the wastewater portion of the bill will be adjusted to reflect the average monthly usage for the property.

C. Rules Upon Resolution of Request By the Board

1. Upon resolution by the Board of Aldermen, the customer shall make payment in full or make payment arrangements with City Hall in accordance with the then current payment policies no later than ten (10) days following the Board hearing.

2. If the customer fails to comply with the payment obligations above within the allotted ten (10) days, then the account shall be treated as past due and be subject to the imposition of late fees and discontinuance of service in accordance with the regular billing procedures of this Chapter.

**PASSED** by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 5<sup>th</sup> day of September, 2023.

(SEAL)

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 8/28/2023

Second Reading: 9/05/2023



## Board of Aldermen Request for Action

**MEETING DATE:** September 5, 2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Bill No. 3003-23 - Ordinance - Amending Section 700.040 of the Code of Ordinances – 2nd reading

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**REQUESTED BOARD ACTION:**

A motion to approve Bill No. 3003-23, amending Section 700.040 of the Code of Ordinances. Second reading by title only.

**SUMMARY:**

Section 700.040 provides for sewer impact fees for all sewer connections based on water meter size that shall be listed in the Comprehensive Schedule of Fees that is reviewed annually and approved by the Board of Aldermen.

Two special impact fees are being identified in the Ordinance as well:

- Stonebridge Lift Station Fee of \$3,900 / gallon / minute for new sewer connections that directly or indirectly drain to the Stonebridge or Daycare Lift Stations. The city will be reconstructing the Stonebridge Lift Station and eliminating the Daycare Lift Station and conveying the flow by gravity to the new Stonebridge Lift Station. Currently these lift stations are at capacity and cannot accept any additional flow from new development. The new transit facility for the school district as well as several commercial and multifamily lots cannot be served until this improvement is completed. The impact fee is based on the proportionate share of the capacity of the new Stonebridge Lift Station that these newly developing areas need.
- North Force Main Fee has been in the schedule of fees and was established by development agreement but not included in the Ordinance for service connection fees. The North Force Main Fee is \$279 / lot.

**PREVIOUS ACTION:**

**POLICY OBJECTIVE:**

Infrastructure Maintenance

**FINANCIAL CONSIDERATIONS:**

The Ordinance allows for the City to recoup some of the City's additional cost to provide sanitary sewer capacity to developing areas.

**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:               |                                   |

**AN ORDINANCE AMENDING SECTION 700.040 OF THE  
CODE OF ORDINANCES**

**WHEREAS**, the City collects impact fees for sanitary sewer from projects that connect to the City sewer system: and

**WHEREAS**, the general sewer impact fees are to fund sewer projects that arise from the impact of new construction on the sewer system, including system capacity; and

**WHEREAS**, special sewer impact fees are necessary for improvements to limited or specific areas of the city sewer system; and,

**WHEREAS**, the city has collected an additional North Force Main Fee for connections to the north force main in the city for many years; and,

**WHEREAS**, capacity for connections to the Stonebridge or daycare lift stations is full, so additional capital improvement work is necessary in order to authorize new development and connections in this area; and,

**WHEREAS**, an additional special sewer impact fee is necessary to offset the costs of this improvement for the Stonebridge Lift Station service area necessitated by new development.

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

Section 1. Section 700.040 of the Code of Ordinances of the City of Smithville is amended by deleting the text in its entirety and replacing it as follows:

**Section 700.040 Service Connection Fees:**

- A. All connections to a public sewer shall be done subject to a permit issued in accordance with the applicable building codes; and
- B. A general sewer impact fee for all sewer connections based upon the water meter size for the building shall be paid in accordance with the amounts listed in the Comprehensive Schedule of Fees as set time to time by the Board of Aldermen.
- C. A special impact fee for any new sewer connection that directly or indirectly drains to the Stonebridge lift station or the Daycare lift station (*as described in the January 11, 2021 Wastewater Master Plan*) shall pay a Stonebridge Lift Station Fee

in accordance with the amounts listed in the Comprehensive Schedule of Fees as set time to time by the Board of Aldermen.

- D. A special impact fee for any new sewer connection that directly or indirectly drains to the force main that extends north of the Little Platte River from the existing sewer treatment plant shall pay a North Force Main Fee in accordance with the amounts listed in the Comprehensive Schedule of Fees as set time to time by the Board of Aldermen.
- E. All such funds collected in this section shall be kept in a fund to be used only for capital improvement projects that expand capacity of the system, including, but not limited to, new sewer lines, upsizing existing sewer lines, removing or replacing lift stations, or upgrading sewer lift stations.

Section 2. That this ordinance shall take effect and be in force from and after its approval *as* required by law.

**PASSED** by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this 5<sup>th</sup> day of September, 2023.

(SEAL)

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 08/28/2023

Second Reading: 09/05/2023



## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1263, Award RFQ #23-10 Audit Services to CliftonLarsonAllen

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1263, Award RFQ #23-10 Audit Services to CliftonLarsonAllen

### **SUMMARY:**

In accordance with the City's Purchasing Policy, a Request for Qualifications (RFQ) for Audit Services was issued on June 16, 2023, with a closing date of July 21, 2023. One response was received for the posted RFQ.

CliftonLarsonAllen has completed the past seven audits for the City of Smithville from FY2015 through FY2022. Over the years, the City has fostered a professional working relationship with the accountancy firm.

This three-year agreement would secure CLA as the independent auditor for the 2023, 2024, and 2025 fiscal year audits, at a base cost of \$40,500 for the FY2023 audit, \$43,250 for the FY2024 audit, and \$46,250 for the FY2025 audit. Additional expenses (\$7,500 each year) may be incurred related to single audits for the first major program, if required, and shall be budgeted as the City has received, and is planning to receive, several future federal grants. If the City expends \$750,000, or greater, in a fiscal year, the City would need to undergo a single audit (similar to the expenditures related to the APRA Fund).

### **PREVIOUS ACTION:**

The Board of Aldermen approved Resolution 790 on June 16, 2020, for a three-year audit agreement. This agreement provided audit services for the 2020, 2021, and 2022 fiscal years, at a cost of \$26,250, \$26,775, and \$27,300. In addition to these costs, the City has funded expenses related to single audits performed by CLA.

### **POLICY ISSUE:**

Per RSMo 105.145, all political subdivisions are required to complete and submit an annual audited financial report to the State Auditor's Office. Engaging with CLA to complete the annual independent audit is key to meeting this requirement.

### **FINANCIAL CONSIDERATIONS:**

Costs relating to engaging audit associates are continuing to rise, as shown with the rise in costs from the previous three-year agreement to the newly proposed three-year

agreement. This cost increase is nearly \$13,000 and this is reflective of the labor market becoming increasingly tight as fewer people are entering the profession.

**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: Statement of Work |                                   |

## **RESOLUTION 1263**

### **A RESOLUTION AWARDDING RFQ #23-10 AUDIT SERVICES TO CLIFTONLARSONALLEN**

**WHEREAS**, the City desires to have an independent audit of the City's financial position at the end of the 2023, 2024, and 2025 fiscal years; and

**WHEREAS**, the Finance Department annual operational budget allocates funds for the engagement of Audit Services; and

**WHEREAS**, staff conducted an RFQ process which ultimately resulted in the selection of CLA (CliftonLarsonAllen), an accountancy firm, as the City's independent auditor; and

**WHEREAS**, CLA will audit the City's governmental activities, business-type activities, major funds, which all collectively comprise the basic financial statements of the City of Smithville; and

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

**THAT** the Board authorizes staff to agree to a Statement of Work which includes professional fees spanning a three-year period in order to provide audit services for the 2023, 2024, and 2025 fiscal years.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of September 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk





## Statement of Work - Audit Services

August 25, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated October 21, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Smithville ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended October 31, 2023.

Harold Ray is responsible for the services provided to you. They will be assisted by Doug Host, who is responsible for the performance of the audit engagement.

### **Scope of audit services**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Smithville, and the related notes to the financial statements as of and for the year ended October 31, 2023.

Statement of net position - modified cash basis

Statement of activities - modified cash basis

Balance sheet - modified cash basis - governmental funds

Statement of revenues, expenditures, and changes in fund balances - modified cash basis - governmental funds

Statement of net position - modified cash basis - proprietary funds

Statement of revenues, expenses, and changes in net position - modified cash basis - proprietary funds

Statement of cash flows - modified cash basis - proprietary funds

Statement of fiduciary net position - modified cash basis

Statement of changes in fiduciary net position - modified cash basis

We will also evaluate and report on the presentation of the following supplementary information

accompanying the financial statements in relation to the financial statements as a whole:

Schedule of expenditures of federal awards

Combining Balance Sheet - Modified Cash Basis - Nonmajor Governmental Funds

Combining Statements of Revenues, Expenditures, and Changes in Fund Balances - Modified Cash Basis - Nonmajor Governmental Funds

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Management's discussion and analysis, if applicable

Budgetary Comparison Schedules

Schedule of Contributions

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the supplementary information.
- Preparation of depreciation schedules.
- Preparation of schedule of federal awards.
- Preparation of a trial balance
- Preparation of adjusting journal entries
- Preparation of the data collection form

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

## Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition
- Segregation of duties
- Incomplete recording of capital assets
- Noncompliance with reporting requirements

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government*

Auditing Standards, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include

identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Missouri State Auditors Office, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Missouri State Auditors Office. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and

objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

### **Fees**

Our professional fees are outlined in the table below:

<b>Service</b>	<b>Fee</b>
Financial Statement Audit	\$40,500
Depreciation Services	\$1,500
If a single audit would be required,	\$7,500 for the first major program and \$4,500 for each additional major program

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

### **Future Year's Professional Fees**

If the City and CLA exercise the option for services for the year ended October 31, 2024, professional fees will be as follows:

Financial Statement Audit	\$43,250
Depreciation Services	\$1,600
Single Audit (if required)	\$7,500 for the first major program and \$4,500 for each additional major program

If the City and CLA exercise the option for services for the year ended October 31, 2025, professional fees will be as follows:

Financial Statement Audit	\$46,250
Depreciation Services	\$1,700
Single Audit (if required)	\$7,500 for the first major program and \$4,500 for each additional major program

### **Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of City of Smithville.

**CLA**

CLA

*Harold S. Ray*

Harold Ray, Signing Director

**Client**

City of Smithville

SIGN:

Cynthia Wagner, City Administrator

DATE:

City of Smithville

SIGN:

Damien Boley, Mayor

DATE:

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

**RFQ # 23-10 AUDIT SERVICES**

I, Harold S. Ray, hereby representing  
(Agent Submitting RFQ)  
CliftonLarsonAllen, LLP, have read and reviewed the attached specifications.  
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

CliftonLarsonAllen, LLP

Company Name

801 Felix St.

Address

St. Joseph, MO 64501

City/State/Zip

816-671-8924

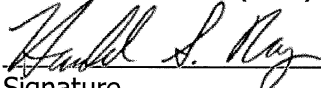
Telephone

41-0746749

Tax ID No.

Harold S. Ray

Authorized Person (Print)



Signature

Signing Director

Title

July 12, 2023

Date

harold.ray@claconnect.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

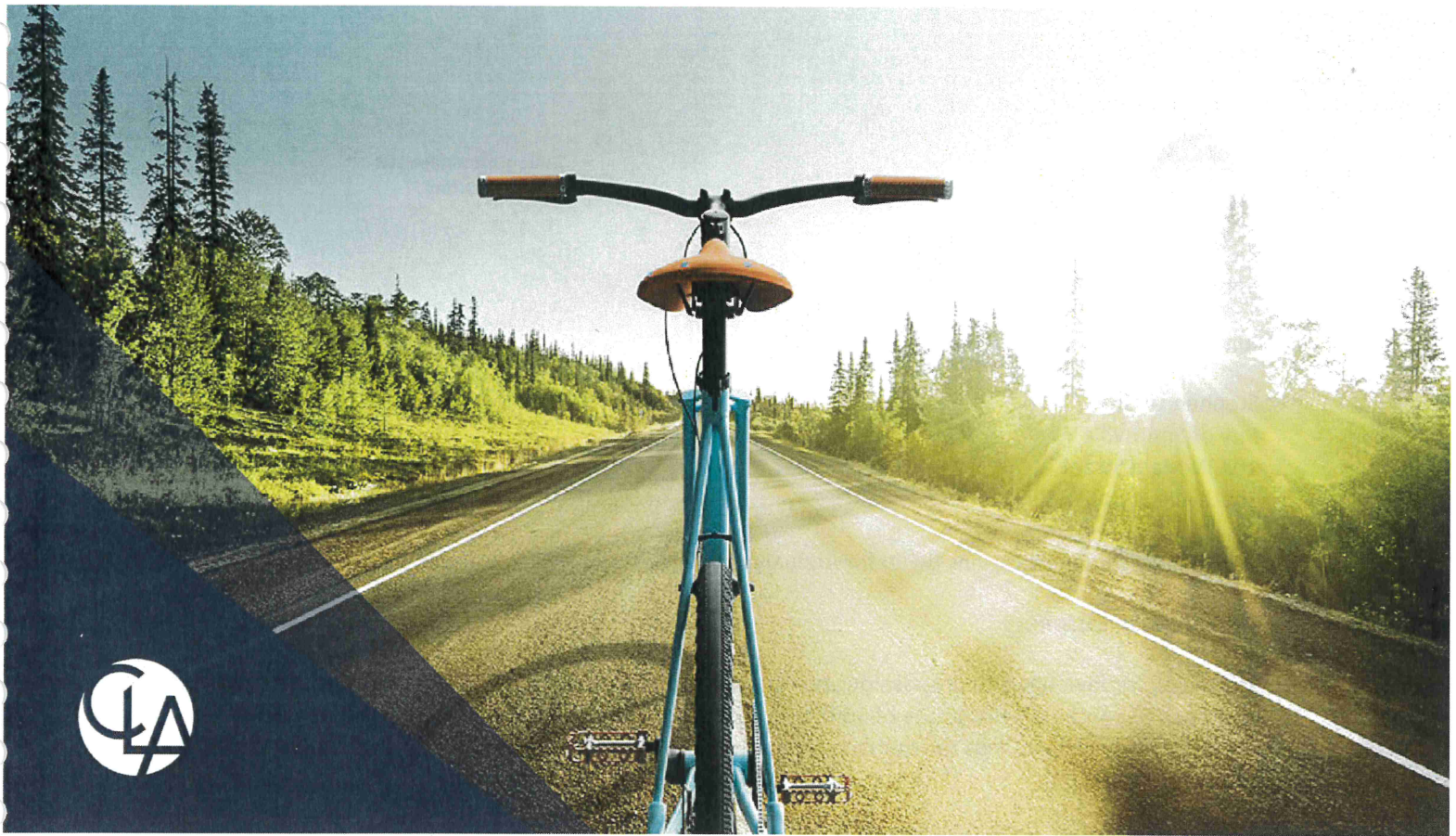
See page 29 of Proposal.

The above said Company shall provide the materials and services clean up, and insurance requested for the goods and services of RFQ #23-10 for a cost to the City of Smithville as follows:

Item Description	Bid Price
October 31 <sup>st</sup> , 2023 Financial Statement Audit	See page 33 of proposal



October 31 <sup>st</sup> , 2024 Financial Statement Audit	See page 33 of proposal
October 31 <sup>st</sup> , 2025 Financial Statement Audit	See page 33 of proposal



July 21, 2023

Proposal to provide professional  
audit services to:

## City of Smithville

### RFQ #23-10 Audit Services

Prepared by:  
**Harold Ray, CPA, Signing Director**  
Harold.ray@claconnect.com  
Direct 816-671-8924

[CLAconnect.com](https://claconnect.com)

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer).  
Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





CliftonLarsonAllen LLP  
CLAconnect.com

July 21, 2023

Stephen Larson  
City of Smithville  
107 W Main Street  
Smithville, MO 64089

RE: Request for Qualifications (RFQ) for Annual Auditing Services – RFQ Number: 23-10

Dear Stephen Larson:

Thank you for inviting us to propose our services to you. We gladly welcome the opportunity to share our approach to continue helping City of Smithville (the City) meet its need for professional services. The enclosed proposal responds to your request for audit services for three fiscal years, beginning October 31, 2023.

We are confident that our extensive experience serving similar governmental entities, bolstered by our client-oriented philosophy and depth of resources, will make CLA a top qualified candidate to fulfill the scope of your engagement. The following differentiators are offered for the City's consideration:

- **Industry-specialized insight and resources.** As one of the nation's leading professional services firms, and one of the largest firms who specialize in regulated industries, CLA has the experience and resources to assist the City with their audit needs. In addition to your experienced local engagement team, the City will have access to one of the country's largest and most knowledgeable pools of regulated industry resources.
- **OMB Uniform Guidance (UG) experience.** CLA performs single audits for hundreds of organizations annually, ranking top in the nation for the number of single audits performed by any CPA firm. The single audit requires a specific set of skills to properly perform the procedures. As such, we have developed a group of professionals who specialize in providing single audit services.
- **Strong methodology and responsive timeline.** In forming our overall audit approach, we have carefully reviewed the RFP and other information made available and considered our experience performing similar work for other municipalities. Our local government clients are included amongst the more than 4,100 governmental organizations we serve nationally. Our staff understands your complexities not just from a compliance standpoint, but also from an operational point of view. We have developed a work plan that takes into consideration your unique needs as a governmental entity in Missouri. The work plan also minimizes the disruption of your staff and operations and provides a blueprint for timely delivery of your required reports.
- **Communication and proactive leadership.** the City will benefit from a high level of hands-on service from our team's senior professionals. We can provide this level of service because, unlike other national firms, our principal-to-staff ratio is similar to smaller firms – allowing our senior level professionals to be involved and immediately available throughout the entire engagement process. Our approach helps members of the engagement team stay abreast of key issues at the City and take an active role in addressing them.

- **A focus on providing consistent, dependable service.** We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, thus allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients with specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the City will enjoy the service of members of our state and local government services team who understand the issues and environment critical to governmental entities.

We are confident that our technical approach, insight, and resources will result in unsurpassed client service for the City.

We are eager to continue our work with you and welcome the chance to present our proposal to the Board of Aldermen or entire management team. If you have any questions about our offerings, please do not hesitate to contact me via the information below.

Sincerely,

**CliftonLarsonAllen LLP**



Harold Ray, CPA  
Signing Director

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# Executive Summary

## Why choose CLA?

With CLA by your side, you can find everything you need in one firm. We know your industry, and we want to know you.

We have strong leadership and talent, commitment, and enthusiasm to provide our governmental clients excellent service in a cost-effective manner. We commit to providing you a high level of personalized, responsive service. Communication is as important to us as it is to you.

## Support at every turn

You can expect:

- **A proposed team of professionals carefully-selected for compatibility with the City's needs and circumstances** — Your service team understands the strategic, operational, and regulatory issues impacting your organization. These professionals dedicate a substantial percentage of their time assisting similar clients with financial, regulatory, and information security matters.
- **Diversity, equity, and inclusion (DEI)** — We are dedicated to building a diverse, equitable, and inclusive culture that thrives on different beliefs and perspectives. Our DEI team identifies strategies that foster and support the many dimensions of diversity within the firm. When we embrace an inclusive culture, we can truly know and help each other and our clients — that's how we create opportunities together.
- **Commitment to the community** — CLA family members bring meaningful social impact through volunteer efforts, charitable contributions, service on boards, and a focus on sustainable practices. Our community engagement team is bolstered by the diversity and inclusion team and the CLA Foundation — a philanthropic organization that has awarded more than \$7 million to advance career opportunities in communities across the nation.
- **Efficiency** — Our goal is to provide exceptional client service at the lowest possible cost. A well-planned and well-executed engagement by an experienced service team can minimize disruption to your staff and enable timely completion of all deliverables.
- **Experience and continuity** — Each engagement team member has in-depth experience in governmental accounting and auditing. We commit the necessary resources to provide quality client service and timely report delivery. We have an extensive local and national practice from which to draw resources.
- **We know you!** — We know and understand the City. By providing services to you in the past, we have established an understanding of your organization. The work we've performed provides your project with momentum even before we begin the engagement. We don't have to learn about your core operations, we know them well.

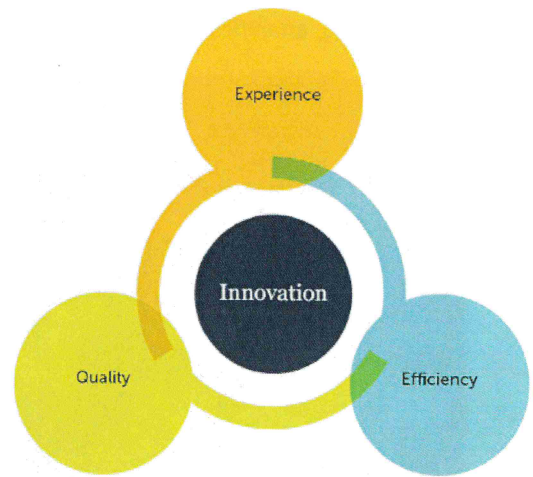


## Innovation at CLA

Artificial intelligence, machine learning, cryptocurrencies, and other technologies are disrupting the way we all do business. Disruption creates the need for innovation; innovation is an opportunity to improve the way we do our work and interact with you. Our entrepreneurial culture requires us to embrace change wherever we find it, learn from it, and create solutions designed to make interactions easier, more transparent, and more seamless.

We use a combination of technical and non-technical means to improve efficiency, enhance quality, and make your experience better.

As your company continues to innovate, we're doing the same by continually increasing our knowledge of you and understanding of your industry so we can help you address the business issues you face.



Innovation at CLA is a purposeful approach to problem-solving that transforms technology into better experiences for our clients.



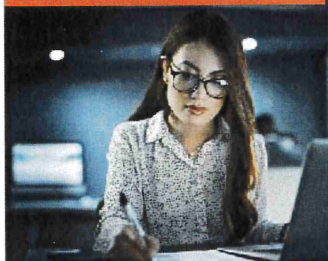
## The CLA Seamless Assurance Advantage

The CLA Seamless Assurance Advantage (SAA) is an innovative approach to auditing that utilizes leading technologies, analytics, and audit methods to help solve client problems and create a seamless experience.



### A different approach

SAA is unlike any conventional audit process. SAA does not depend on physical location. It reduces the time our professionals spend on site, creates fewer disruptions, enables more efficient use of resources (yours and ours), and allows for more impactful interactions with your people.



### Insights through analytics

CLA uses strategic data analysis to examine whole data sets to gain a deeper understanding of your organization. Insights that were once impossible can now come into focus to help you measure performance, enhance strategic decision making, and understand your competitive opportunities.



### Effective technology

CLA embraces technologies that help solve client problems and create a seamless experience. Assurance Information Exchange (AIE) is a web-based application developed by CLA to digitally request and obtain audit documents through a secure and efficient online portal.



# Firm Overview

## Create opportunities

CLA exists to create opportunities for our clients, our people, and our communities through industry-focused wealth advisory, digital, audit, tax, consulting, and outsourcing services. Our broad professional services allow us to serve clients more completely — from startup to succession and beyond.

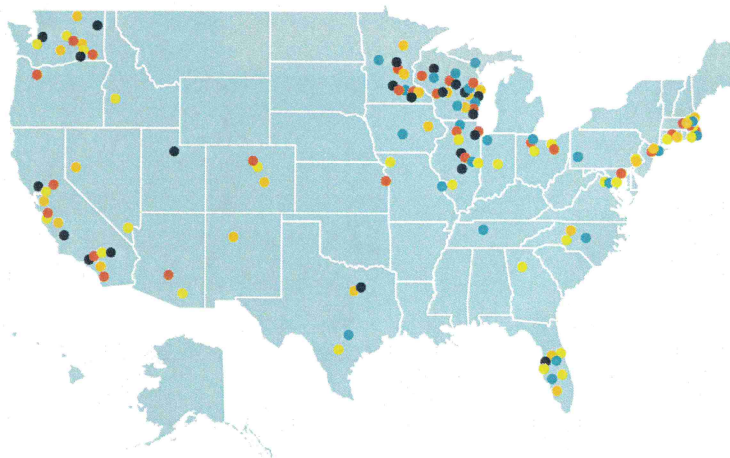
Our professionals are immersed in the industries they serve and have specialized knowledge of their operating and regulatory environments. With more than 8,500 people in nearly 130 U.S. locations and a global vision, we promise to know you and help you.

8,500+  
PEOPLE

130  
NEARLY 130 U.S. LOCATIONS

AN INDEPENDENT  
NETWORK MEMBER OF

CLA Global



## It takes balance

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go.

For two consecutive years, CLA has been certified as a Great Place to Work<sup>®</sup>, based on employee feedback and workplace experience.



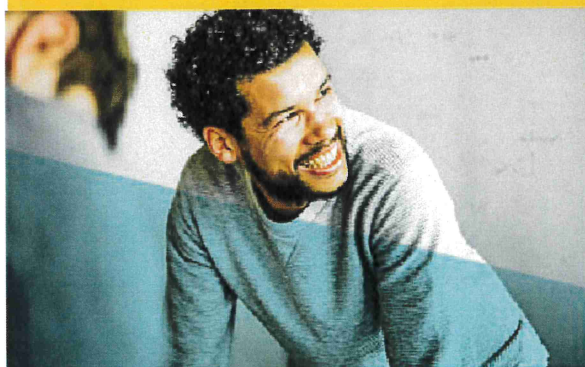
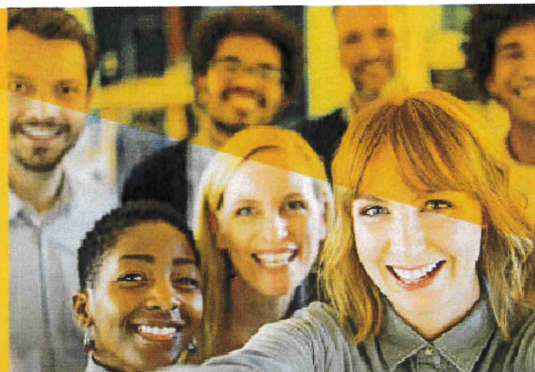


## What makes us different?

You can depend on CLA for several uncommon advantages:

### Deep industry specialization

Our people are, first and foremost, industry practitioners. You will work with professionals who know you, your organization, and your industry. We combine their knowledge with yours to make you stronger.

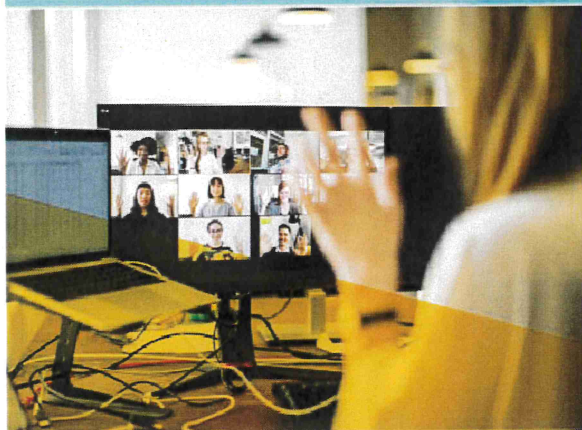
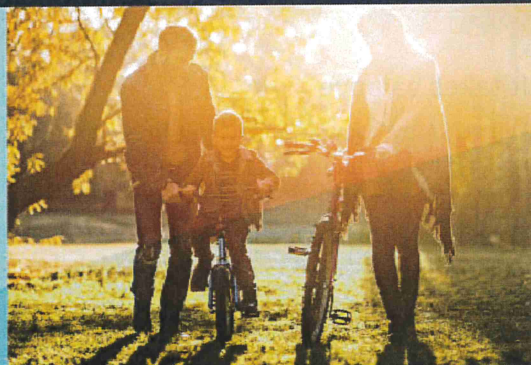


### Seamless, integrated capabilities

We offer planning and guidance from startup through succession, with a particular care for the people behind the enterprise. Your team connects with a broad network of resources behind the scenes to support you.

### Premier resource for governmental entities

You are at the core of our strategic focus because supporting you means a better world for all of us.



### Inspired careers

Our team members are personally invested in your success. You will work with entrepreneurial people who are constantly developing capabilities to help you meet any challenge you face.

For more information about CLA, visit [CLAconnect.com/aboutus](https://CLAconnect.com/aboutus).



# Understanding Your Industry

## Governmental experience

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. We bring unsurpassed levels of technical excellence, commitment, and dedication to our clients, which have made us one of the most successful professional service firms serving governmental entities. Our strong reputation for serving state and local government units provides the City the confidence in their decision to select CLA as their professional service provider.

CLA has one of the largest governmental audit and consulting practices in the country, serving more than 4,200 governmental clients nationwide. Regulated industry clients represent approximately one-quarter of all firm-wide revenue, and each of the governmental services team members are well versed in the issues critical to complex governmental entities.

Our professionals have deep, technical experience in serving governmental entities. As a professional service firm experienced in serving state and local units of government, we are very aware of the financial and legal compliance requirements that government officials are faced with daily. This creates complexities and service issues within a unique operational and regulatory environment. Because of our experience, we have become adept at providing our clients with insights in this environment not typical of other professional service firms.



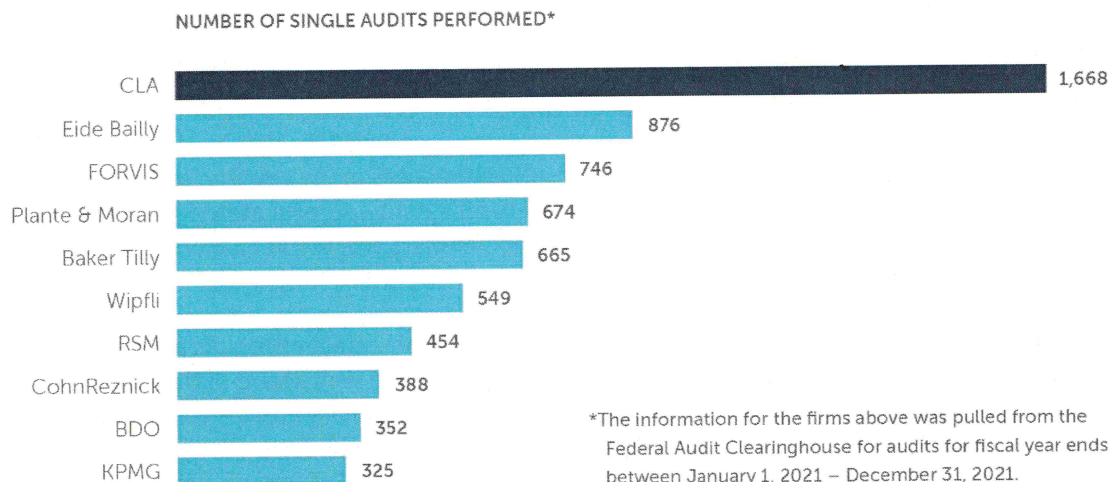
We differ from other national firms in that our corporate practice focuses on the needs of non-SEC clients, allowing us to avoid the workload compression typically experienced by firms that must meet public companies' SEC filing deadlines. CLA is organized into industry teams, affording our clients specialized industry-specific knowledge supplemented by valuable local service and insight. Therefore, the City will benefit from working with members of our state and local government services team who understand the issues and environment critical to governmental entities.





## Single audit experience

The chart below illustrates CLA's experience in serving organizations that receive federal funds and demonstrates our firm's dedication to serving the government and nonprofit industry. ***CLA performs the largest number of single audits in the United States. We audited nearly \$278 billion dollars in federal funds in 2021.***



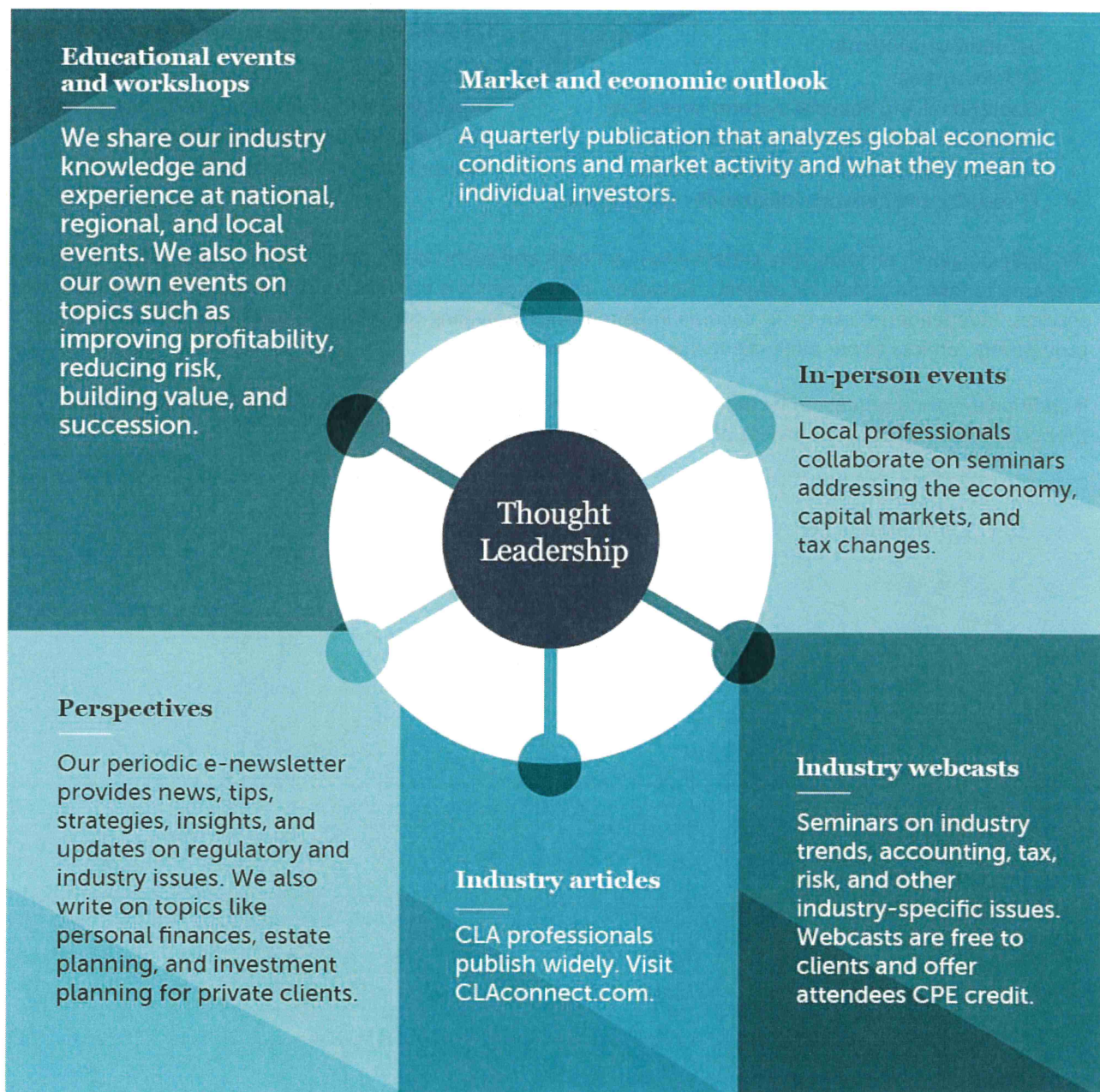
It is more important than ever to find qualified auditors who have significant experience with federal grants specific to the City and can enhance the quality of the City's single audit. Therefore, the single audit will be performed by a team of individuals who are managed by personnel who specialize in single audits in accordance with OMB's *Uniform Guidance* and who can offer both knowledge and quality for the City. As part of our quality control process, the single audit will be reviewed by a firm Designated Single Audit Reviewer.

You'll need an audit firm experienced in performing single audits and a familiarity with the specific programs in which you are involved and will benefit from CLA's experience in this area.



## Thought leadership

CLA goes beyond the numbers and offers value-added strategies. Rest assured, you will hear from us throughout the year. We send periodic email publications and host webcasts to keep clients and friends of the firm informed of relevant industry updates. Below are just a few of the resources we offer. You can register for our webcasts and find our extensive resource library on our website, [CLAconnect.com](https://www.claconnect.com).



## Additional services

In addition to the services outlined for this proposal, CLA collectively offers a wide breadth of highly customized services and capabilities to meet our clients' wants and needs, including a sampling of the following:

- Financial statement and forensic audits
- Internal audit, risk assessments, and evaluations
- Implementation assistance for complex accounting standards
- ACA Reporting
- Operational and financial systems consulting
- Operations and performance improvement
- Self-insured medical and PBM claim audits
- IT security and network vulnerability assessments
- Fraud risk assessment and investigations
- Strategic, financial, and operational consulting
- Outsourced accounting and public administration
- Strategic, business, and capital planning
- Organizational and financial health assessment
- Training and educational seminars
- Telecom cost savings assessments

We pride ourselves on taking the initiative to meet each and every need of our clients, and therefore are always prepared to take on additional projects. However, independence is our first concern when providing additional services. Independence can easily become impaired when providing consulting services; therefore, we do not provide any services to our audit clients beyond those allowed.

If additional work is requested by the City outside of the scope of the audit, we will discuss with you our proposed fee for additional services prior to beginning the new services.



# Services Approach

## Seamless assurance advantage: a different way to audit

Many organizations view an audit as a requirement that doesn't contribute to their overall operations or value. At CLA, we believe an audit should be an annual check-up that gives you insight into your organization, allowing you to take advantage of opportunities and improve your operations.

**Our industry experience makes it easier** – CLA auditors are industry aligned, making our audit process fast and smooth. We focus on operational efficiency and leverage our industry experience to bring you meaningful insights that go beyond compliance requirements. A dedicated team of professionals will listen to your goals and concerns, then work with you to navigate industry pressures, changing markets, and complex standards, all with a common goal to drive your business toward success.

**Your time has value** – We recognize that you and your teams' day is filled with competing priorities and constant distractions. We elevate your experience by utilizing a variety of communication mediums, such as a web-based document portal, video conferencing, email, and phone calls, to keep everyone informed and on track. These mediums provide ultimate flexibility so that you can choose where and how your audit is performed. In contrast to a traditional engagement, where a team spends weeks on site at your location, our Seamless Assurance Advantage focuses on having the right team members on your engagement and isn't dependent upon any physical locations.

## No transition issues

**Familiarity.** As a current beneficiary of CLA's services, your organization can benefit from the high caliber and consistent services provided by CLA. By working alongside some of the familiar faces from past services, CLA will continue to strive to help increase your organizations productivity and meet your goals.

**No transition issues.** As your current auditor of choice, the transition into the new fiscal year can be entirely seamless.

**No surprises** – We provide the City with a **no surprises** approach to our services, based on frequent and timely communication and clarity around roles and expectations. If and when issues arise during the course of your audit, we engage the right people in a frank discussion to resolve them.

**Significant involvement of principals and managers** – Because our principals and managers are directly involved in your engagement, we can proactively identify significant issues and resolve them with your management. We believe that your time is best spent with key decision makers so that you can ask clarifying questions, discuss organizational strategies, and navigate sensitive reporting issues.

**We tailor the audit just for you** – While our audit programs provide typical approaches for given audit areas, CLA designs a client-specific, risk-based audit approach for each client. We use custom, industry-tailored programs, procedures, and tools that are designed specifically to focus on the issues that are applicable to you.

You'll learn about what we're doing and what we've found in plain, everyday language. We believe our services can contribute to better business and administrative practices. By working closely with your staff, CLA continuously learns about your organization. This involvement enables us to offer you recommendations for improvements in your systems and procedures that are more comprehensive, better understood, and more frequently implemented.



When performing an audit, we are sensitive and understanding of the fact that we report to those charged with governance. We maintain objectivity and independence in order to be able to issue our audit opinions. We act within our philosophy of total client service, maintain the professional relationship refined with management, and fulfill our responsibilities with the utmost professionalism.

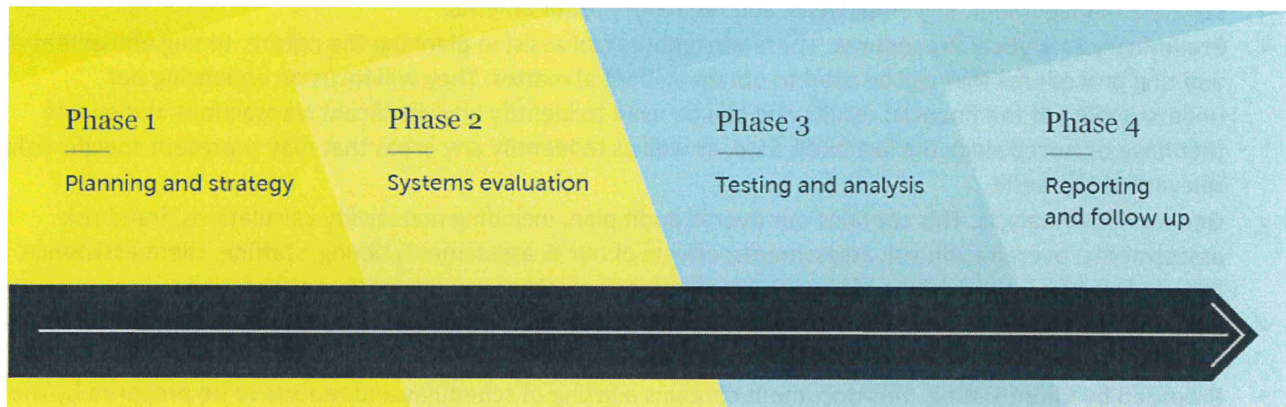
**Year-long support** – We encourage your staff to take advantage of our accessibility throughout the year for questions that may arise. Our people, working with you and your staff, can provide proactive advice on new accounting or GAAP pronouncements and their potential impact; help with immediate problems including answers to brief routine questions; and share insights and best practices to assist you in planning for your future success.





## Financial statement audit approach

We will conduct our audit in four primary phases, as shown below.



### *Phase 1: Planning and strategy*

The main objective of the planning phase is to identify significant areas and design efficient audit procedures. We are able to accomplish our planning by following the methodology below:

- Conduct an entrance meeting with the City – Your client relationship leader and staff will meet with the City personnel to mutually agree on an outline of responsibilities and timeframes. The agenda will include but not be limited to the following:
  - Establish audit approach and timing schedule
  - Assistance to be provided by the City personnel
  - Application of generally accepted accounting principles
  - Initial audit concerns
  - Concerns of the City's management
  - Establishment of report parameters and timetables
  - Progress reporting process
  - Establish principal contacts
- Gain an understanding of the operations of the City, including any changes in its organization, management style, and internal and external factors influencing the operating environment. We utilize reference materials such as the budget and related materials, organizational charts, manuals and programs, financial, and other management information systems
- Identify significant accounts and accounting applications, critical audit areas, significant provisions of laws and regulations, and relevant controls over operations
- Determine the likelihood of effective Information Systems (IS) - related controls
- Perform a preliminary overall risk assessment
- Confirm protocol for meeting with and requesting information from relevant staff
- Establish a timetable for the fieldwork phase of the audit
- Determine a protocol for using TeamMate Analytics, our data extraction and analysis software, to facilitate timely receipt and analysis of reports from management
- Compile an initial comprehensive list of items to be prepared by the City, and establish mutually agreed upon deadlines



We will document our planning through preparation of the following:

- **Entity Profile.** This profile can help us gain an understanding of the City activities, organizational structure, services, management, key employees, and regulatory requirements.
- **Preliminary Analytical Procedures.** These procedures can assist in planning the nature, timing and extent of auditing procedures that will be used to obtain evidential matter. They will focus on enhancing our understanding of the financial results and can be used to identify any significant transactions and events that have occurred since the last audit date, as well as to identify any areas that may represent specific risks relevant to the audit.
- **General Risk Analysis.** This contains our overall audit plan, including materiality calculations, fraud risk assessments, overall audit risk assessments, effects of our IS assessment, timing, staffing, client assistance, a listing of significant provisions of laws and regulations and other key planning considerations.
- **Account Risk Analysis.** This document contains the audit plan for the financial statements, including risk assessment and the extent and nature of testing by assertion.
- **Prepared by Client Listing.** This document contains a listing of schedules and reports to be prepared by the City personnel with due dates for each item.
- **Assurance Information Exchange.** CLA utilizes a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for all of the items CLA is requesting. Additionally, clients can attach electronic files and add commentary related to the document requests directly on the application.

One of the key elements in the planning of this audit engagement will be the heavy involvement of principals and managers. We clearly communicate any issues in a timely manner and are in constant contact with the City as to what we are finding and where we expect it will lead.

We will develop our audit programs during this phase. Utilizing the information we have gathered, and the risks identified, we produce an audit program specifically tailored to the City. This program details, by major section, the nature and types of tests to be performed. We view our programs as living documents, subject to change as conditions warrant.

### *Phase 2: Systems evaluation*

During the systems evaluation phase, we gain an understanding of the internal control structure of the City for financial accounting and relevant operations. Next, we identify control objectives for each type of control that is material to the financial statements, and then identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. Finally, we determine the nature, timing, and extent of our control testing and perform tests of controls. This phase of the audit will include testing of certain key internal controls:

- Electronic data, including general and application controls reviews and various user controls
- Financial reporting and compliance with laws and regulations

We test controls over certain key cycles. One audit efficiency initiative is to rely heavily on internal controls when appropriate, and to creatively look at internal control testing to make it as efficient as possible. This means not routinely performing detailed tests of transactions using large samples. We first seek to identify key controls, and then identify possible testing through alternative methods, such as observation, interviews, and re-performance. These tests serve not only to gather evidence about the existence and effectiveness of internal control for purposes of assessing control risk, but also to gather evidence about the reasonableness of an account balance.



We also develop our internal control tests to assess the compliance with certain provisions of laws, regulations, contracts, and grants for which noncompliance could have a direct and material effect on the determination of financial statement amounts. Our use of multi-purpose tests allows us to provide a more efficient audit without sacrificing quality.

Our assessment of internal controls can determine whether the City has established and maintained internal controls to provide reasonable assurance that the following objectives are met:

- Transactions are properly recorded, processed, and summarized to permit the preparation of reliable financial statements and to maintain accountability over assets
- Assets are safeguarded against loss from unauthorized acquisition, use, or disposition
- Transactions are executed in accordance with laws and regulations that could have a direct and material effect on the financial statements

We will finalize our audit programs during this phase. We also provide an updated Prepared by Client Listing based on our test results and our anticipated substantive testing.

During the internal control phase, we also perform a review of general and application Information Systems (IS) controls for the applications that are significant to financial statements to conclude whether IS general controls are properly designed and operating effectively and consider application controls as part of the internal control assessment in the financial statement audit. Our strategy for the IS review of the applications will involve reviewing all of the general control activities, including the computerized and manual processes. We determine the scope of work by applying the concepts of materiality and risk assessment to effectively reduce examination inefficiencies. When planning this examination, we can gain an understanding of the City's operations by reviewing its current controls and control objectives as documented and can also review prior years' audit work and the status of corrective actions.

Based on our preliminary review, we perform an initial risk assessment of each critical element in each general control category, as well as an overall assessment of each control category. We then proceed to assess the significant computer-related controls.

For IS-related controls that we deem to be ineffectively designed or not operating as intended, we can gather sufficient evidence to support appropriate findings and provide recommendations to improve internal controls. For those IS controls that we deem to be effectively designed, we perform testing to determine if they are operating as intended through a combination of procedures, including observation, inquiry, inspection, and re-performance.

### *Phase 3: Testing and analysis*

The extent of our substantive testing is based on results of our internal control tests. It has been our experience that governmental entities, like the City, often have a system of internal controls that, with appropriately designed tests and correlation to account balances, can be used to limit the extent of account balance substantiation testing.

Audit sampling will be used only in those situations where it is the most effective method of testing. Before deciding to sample, we consider all possible approaches and audit techniques. Items where, in our judgment, acceptance of some sampling risk is not justified will be examined 100 percent. These may include unusual items or items for which potential misstatements could individually equal or exceed tolerable error.

After identifying individually significant or unusual items, we decide on the audit approach for the remaining balance of items by considering tolerable error and audit risk. This may include (1) testing a sample of the

remaining balance; (2) lowering the previously determined threshold for individually significant items to increase the percent of coverage of the account balance; or (3) applying analytical procedures to the remaining balance. When we elect to sample balances, we use TeamMate Analytics to efficiently control and select our samples.

Our workpapers during this phase clearly document our work as outlined in our audit programs. We also provide the City with status reports during the audit fieldwork. As in all phases of the audit, we will be in communication with the City to determine that all identified issues are resolved in a timely manner. We also hold a final exit conference with the City to summarize the results of our fieldwork and review significant findings.

#### *Phase 4: Reporting and follow up*

Reports to management include oral and/or written reports regarding:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance (if applicable)*
- Management Letter (if applicable)
- Written Communication to Those Charged with Governance, which includes the following areas:
  - Our responsibility under auditing standards generally accepted in the United States of America
  - Changes in significant accounting policies or their application
  - Unusual transactions
  - Management judgments and accounting estimates
  - Significant audit adjustments
  - Other information in documents containing the audited financial statements
  - Disagreements with the City
  - the City's consultations with other accountants
  - Major issues discussed with management prior to retention
  - Difficulties encountered in performing the audit
  - Fraud or illegal acts

Once the final reviews of working papers and financial statements are completed, which is a process that starts while the fieldwork is in process, our opinion, the financial statements, and management letter is issued.

The City is provided a draft of any comments that we propose to include in the management letter, enabling you to review the comments for accuracy prior to final release. Any items that come to our attention that are not what we consider major items may be discussed verbally with management and not included in the management letter. Our management letter includes items noted during our analysis of your operations.

We will also make a formal presentation of the results of the audit to those charged with governance of the City, if requested.

#### **Single audit approach**

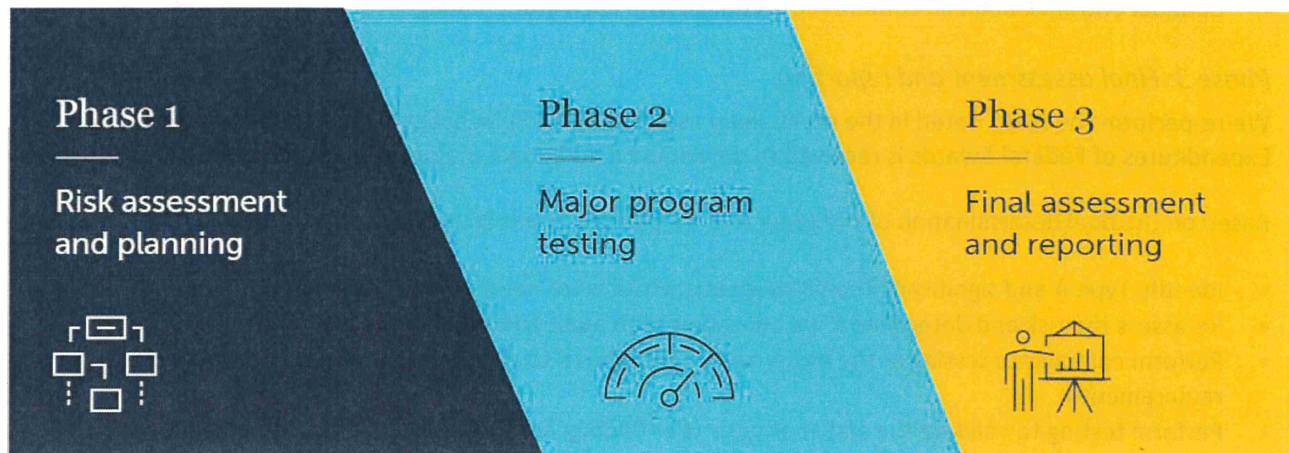
The OMB's *Uniform Guidance* (2 CFR Part 200) is effective for federal grants made on or after December 26, 2014. This affects how federal grants are managed and audited and impacts every organization that receives federal assistance. Grant compliance can be a confusing topic and many of our clients rely on their federal funding as a major revenue source, so it is important that they understand what these changes mean to their



organization. As a leader in the industry, CLA was out in front of these changes and informed our clients of how to be proactive about these changes could impact their entity. CLA professionals are available to provide guidance and tools tailored to the City's needs, and to assist in compliance with these rules.

The AICPA clarified auditing standard, AU-C 935 "Compliance Audits", requires risk-based concepts to be used in all compliance audits including those performed in accordance with 2 CFR Part 200. Our risk-based approach incorporates this guidance.

We conduct our single audit in three primary phases, as shown, below:



#### *Phase 1: Risk assessment and planning*

The risk assessment and planning phase encompasses the overall planning stage of the single audit engagement. During this phase, we work closely with the City's management to determine that programs and all clusters of programs are properly identified and risk-rated for determination of the major programs for testing. We also review the forms and programs utilized in the prior year to determine the extent of any changes which are required.

We accomplish this by following the methodology below:

- Determine the threshold to distinguish between Type A and B programs, including the effect of any loans and loan programs
- Utilizing the preliminary Schedule of Expenditure of Federal Awards, we can identify the Type A and significant Type B programs (25% of Type A threshold) in accordance with the *Uniform Guidance*
- Identify the programs tested and the findings reported for the past two fiscal years. Determine and document the program risk based on the past two single audits
- Prepare and distribute Type B program questionnaires to determine risk associated with Type B programs
- Determine the major programs to be tested for the current fiscal year based on the previous steps
- Based on our determination of the major programs, we obtain the current year compliance supplement to aid in the determination of Direct and Material Compliance requirements, and customize the audit program accordingly
- Determine the preferred methods of communication during the audit

#### *Phase 2: Major program testing*

We determine the programs to be audited based on the risk assessment performed in the planning phase. We perform the audit of the programs in accordance with *UG*.

To accomplish this, we perform the following:

- Schedule an introductory meeting and notify the City's management of the major programs for the current fiscal year
- Plan and execute the testing of the expenditures reported on the Schedule of Expenditures of Federal Awards
- Perform tests of compliance and internal controls over compliance for each major program identified
- Schedule periodic progress meetings to determine that schedules are adhered to and identify issues as they arise
- Conduct entrance and exit conference meetings with each grant manager

### *Phase 3: Final assessment and reporting*

We re-perform the steps noted in the preliminary assessment and planning stage once the final Schedule of Expenditures of Federal Awards is received to determine if additional major programs were identified.

Based on the final determination of the programs we perform the following:

- Identify Type A and significant Type B programs which were not previously identified.
- Re-assess the risk and determine if we are required to audit additional programs.
- Perform compliance testing at the entity wide level related to procurement and cash management requirements.
- Perform testing to validate the status of prior year findings for those programs not selected for audit.
- Prepare the Schedule of Findings and Questioned Costs.
- Conduct exit conference with the City's management to review drafts of required reports:
  - Independent Auditors' Report on Internal Control over financial reporting and on compliance and other matters based on an audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
  - Independent Auditors' Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the *Uniform Guidance*

Throughout the single audit, we maintain communication through periodic progress meetings with those designated by the City. These meetings will be on a set schedule, but as frequently as the City determines. During these meetings, we discuss progress impediments and findings as they arise.

## **Commitment to communication with management**

We are committed to ongoing communication throughout the engagement. Continual communication starts when an engagement letter is issued, continues until the completion or closeout of an engagement, and throughout the remainder of the year. We believe effective communication is critical to a successful engagement. This communication includes the exchange of ideas and advice as changes are considered or implemented by the entity or the accounting profession.

During the engagement, we hold regular status meetings with the City to enhance day-to-day operations, results, and any issues are commonly understood and addressed. The objectives of tracking and formally reporting the engagement status are to:

- Provide a consistent technique for monitoring progress against plan
- Identify any issues quickly to allow for timely corrective action



- Provide an objective rather than subjective evaluation of status
- Provide timely information on a regular basis
- Assist with obtaining buy-in of any audit recommendations on a timely basis

Our proactive measures foster communications, both written and oral, which are ongoing, relevant, and routine to our engagements. Our commitment to this practice encourages open lines of communication and often prevents and/or mitigates service delivery issues. Our professionals are trained in documenting observations, recommendations, business issues, and new developments as part of their daily routine.

## Data analytics

In addition to standard auditing methodology, a distinguishing aspect of CLA's audit services incorporates the power of data analytics to multiply the value of the analyses and the results we produce for clients. CLA's data methodology is a six-phase, systematic approach to examining an organization's known risks and identifying unknown risks. Successful data analysis is a dynamic process that continuously evolves throughout the duration of an engagement and requires collaboration of the engagement team.

Data analytics are utilized throughout our audit process, our *Risk Assessment, Data Analytics and Review* ("RADAR") is a specific application of general ledger data analytics that has been implemented on all audit engagements. RADAR is an innovative approach created and used only by CLA that aims to improve and replace traditional preliminary analytics that were being performed.





The phases in our data analytics process are as follows:

## 1. Planning

In the planning stage of the engagement, the use of data analysis is considered and discussed to determine that analytics are directed and focused on accomplishing objectives within the risk assessment. Areas of focus, such as journal entries, cash disbursements, inventory, and accounts receivable are common.

## 2. Expectations

We consider the risks facing our client and design analytics to address these risks. Through preliminary discussions with management and governance, we develop and document expectations of financial transactions and results for the year. These expectations assist in identifying anomalies and significant audit areas to appropriately assess risk.

## 3. Data acquisition

Sufficient planning, a strong initial risk assessment, and an adequate understanding of your systems serve as the foundation necessary to prepare our draft data request list. We initially request information in written format and conduct follow-up conversations helping CLA practitioners our staff share a mutual understanding of the type of data requested and the format required. If there are going to be any challenges or obstacles related to obtaining data, or obtaining data in the preferred format, they can generally be discovered at this point.

## 4. Technical data analysis

Technical analysis of the data *requires* the skillful blend of knowledge and technical capability. Meaningful technical analysis provides the engagement team with a better understanding of the organization. The additional clarity assists the engagement team to better assess what is “normal” and, in turn, be better suited to spot anomalies, red-flags and other indications of risk. Analytics generally fall into five categories, each looking into the data set in a different way and deployed with a different purpose.



## 5. Interpret results and subsequent risk assessment

Trends and anomalies can be identified through the performance of the above referenced analytics. Comments regarding the interpretation of those trends and anomalies will be captured. When trends are identified they are reconciled against expectations. For anomalies identified, the approach to further audit procedures is considered.

## 6. Response and document

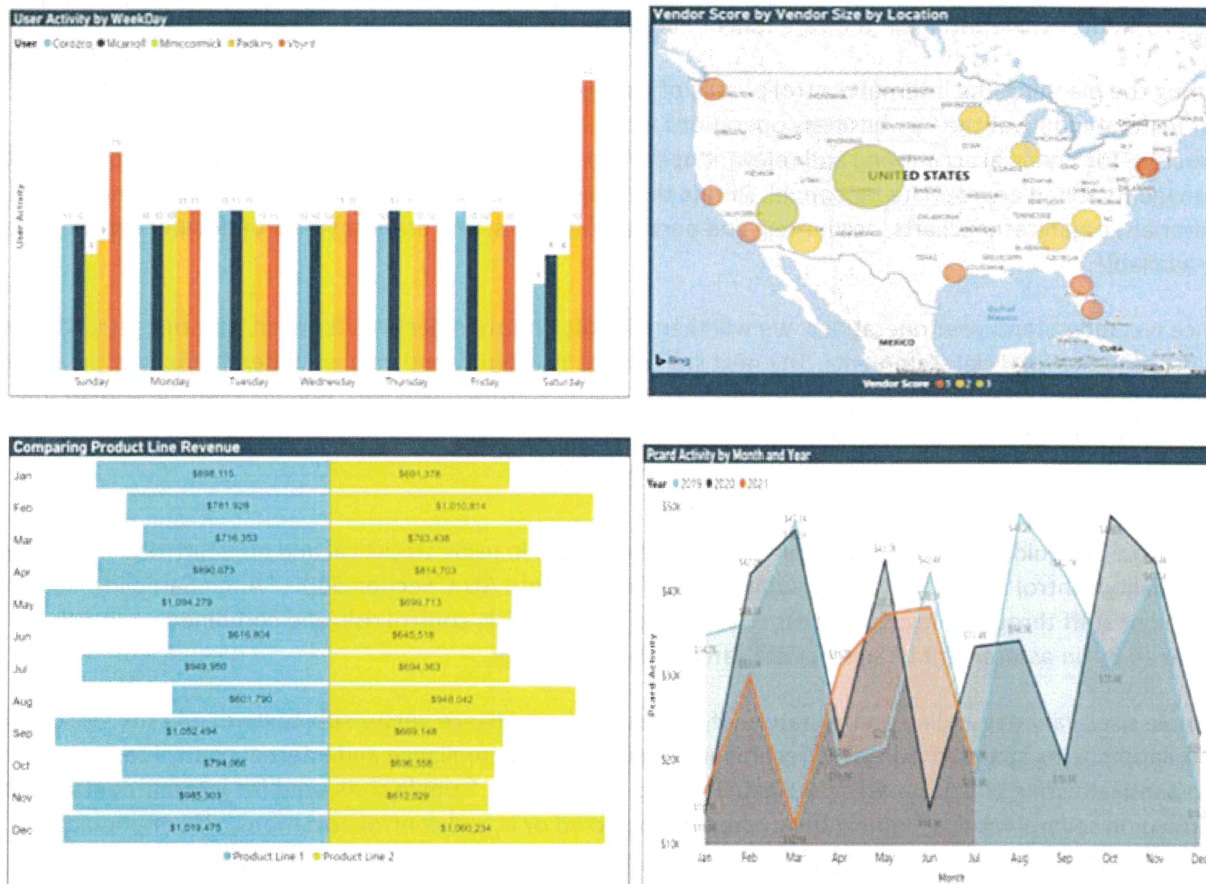
The last process is to capture responses and determine that our procedures are properly documented. Abstracts, charts or summaries of both trends and anomalies are retained in the audit documentation to



support our identification of risks. Our analysis can be tailored and customized to help analyze an array of information, including client specific and proprietary data. Key benefits of data analytics include:

- Built-in audit functionality including powerful, audit specific commands and a self-documenting audit trail
- 100 percent data coverage, which means that certain audit procedures can be performed on entire populations, and not just samples
- Unlimited data access allows us to access and analyze data from virtually any computing environment
- Eliminates the need to extrapolate information from errors (a common effort when manually auditing data) and allows for more precise conclusions

The below figure illustrates typical data analytics scenarios.



**Data analytics** – At the end of a series of pre-determined analytics (often retrieved from multiple proprietary accounting systems) that are customized to the project at hand, we identify anomalies and potential errors in transactions. In every case, we review what appears to be inappropriate activity, including supporting documentation evidencing the transactions.

## Procedures used to understand internal processes and controls

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) has established a framework for internal control systems. Under the COSO framework, internal control is a process to provide reasonable assurance that those internal objectives, including effectiveness and efficiency of business operations, reliability of financial reporting, and compliance with applicable laws and regulations, will be met, if applicable.

Our audit approach is designed to evaluate and walk through the departmental internal controls in accordance with COSO concepts. Our procedures include a review of the overall control environment, determination of the adequacy of those procedures, and a walk through of the procedures to determine if they are functioning as designed.

During the planning and internal control phases of our audit, we will develop our understanding of the City business operations and internal control structure for financial accounting and relevant operations through observation, discussion, and inquiries with management and appropriate personnel. During this phase of the audit, we will review budgets and related materials, organization charts, accounting and purchase manuals, and other systems of documentation that may be available.

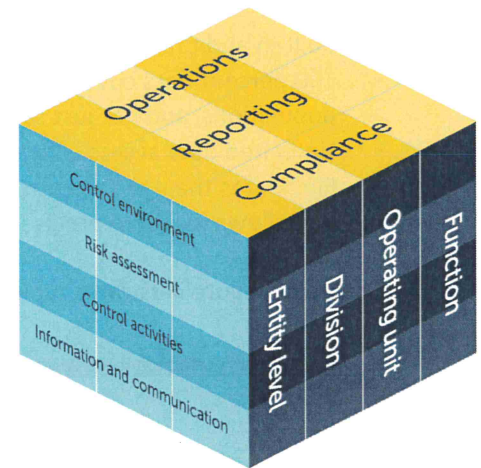
Once we understand your operations, we will then identify control objectives for each type of control that is material to the financial statements. The next step will be to identify and gain an understanding of the relevant control policies and procedures that effectively achieve the control objectives. We will then determine the nature, timing, and extent of our control testing.

## Sample size and statistical sampling

We follow the guidance of AU-C Section 530, Audit Sampling, in using statistical and nonstatistical approach. We use quality control material in all our audit engagements. These AU-C Section 530 – “Audit Sampling” forms guide our staff through a logical process of assessing inherent risk, control risk, and combined audit risk, followed by an assessment of appropriate sample size for testing.

Sample sizes vary depending on the nature of the testing (compliance versus substantive) and the size of the population being sampled. Sampling techniques are utilized in compliance and internal control testing, as well as substantive testing of certain asset and liability account balances. Sample sizes used for internal control testing depend on several factors, namely the number of expected or actual control deviations, size of population, and level of control assurance anticipated. Sample sizes can range from 20 to 90 possible selections.

To illustrate, if no internal control deviations are anticipated and the frequency of the population (i.e., the number of times the control is performed in a given year) is less than 100, then we test 20 transactions in order to obtain moderate control assurance. If 2 internal control deviations are anticipated, and the frequency of the population is greater than 200, then we test 90 transactions in order to obtain low control assurance. We are usually able to cover a substantial portion of the compliance and controls testing with one sample, resulting in a very efficient approach.





## Approach to be taken in drawing audit samples for purposes of tests of compliance

We follow the guidance of AU-C Section 530, Audit Sampling, in using statistical and nonstatistical approach. We use quality control material in all our audit engagements. These forms guide our staff through a logical process of assessing inherent risk, control risk, and combined audit risk, followed by an assessment of appropriate sample size for testing.

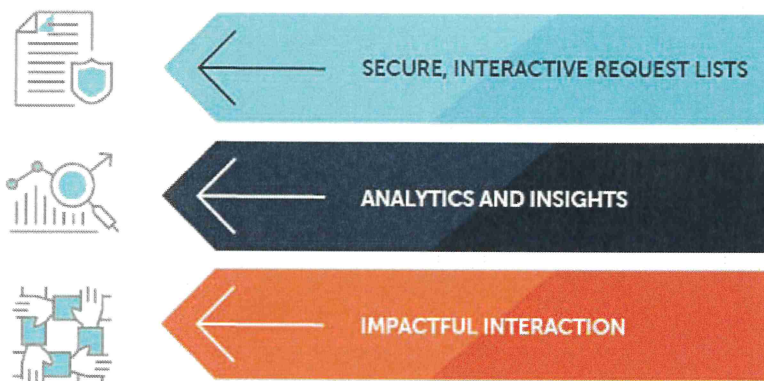
Because our sample sizes are affected by many variables, a statement about sample sizes cannot be made in absolute terms. However, regarding sample selection, we generally utilize representative sampling for internal control and compliance tests, including those related to single audit compliance. Samples can also be used in conjunction with other tests of compliance.

In general terms, sample sizes for compliance and controls testing obtained via our guidance usually fall into categories of 25, 40, or 60 depending on circumstances. Where the population being tested is less than 100 items, we use the 20%, 30%, or 40% of the population depending on our control risk assessment.

We are usually able to cover a substantial portion of the compliance and controls testing with one sample, resulting in a very efficient approach.

## Use of technology in the audit

We're reimagining the audit process through technology to elevate your experience!



**Assurance Information Exchange** – CLA offers a secure web-based application to request and obtain documents necessary to complete client engagements. This application allows clients to view detailed information, including due dates for items that CLA requests. Additionally, the application allows clients to attach electronic files and add commentary related to the document requests directly on the application. AIE is provided at no additional cost, subject to the terms of the Assurance Information Exchange Portal Agreement.

**TeamMate Analytics and Expert Analyzer (TeamMate)** – To analyze and understand large data sets, we use TeamMate Analytics and Expert Analyzer. We customize the application by industry to perform the most applicable procedures. This allows us to go beyond sampling and instead analyze the entire general ledger for targeted anomalies. Far beyond the audit application, our six-phase process of Risk Assessment, Data Analytics and Review (RADAR) can also provide actionable insights to help you understand your entity better.

**Microsoft® Teams** – Our services approach focuses on impactful interactions. We've said goodbye to the days of setting up camp in our clients' conference rooms for weeks on end. We know our clients have organizations to

run, so our interactions have purpose. To assist with communications when we are not onsite, we utilize tools such as Microsoft Teams, which allow for two-way screen sharing and video. We've found this helps minimize disruptions in our clients' environments while continuing to effectively communicate with each other.

## Engagement timetable

Our project management methodology results in a client service plan that provides for regular, formal communication with the entire management team and allows us to be responsive to your needs. The schedule allows for input from your personnel to make certain that the services are completed based on your requirements. The plan may also be amended during the year based on input from the board.

Significant Milestones	Target Dates
Field audit work begins	December 4, 2023
Draft reports	March 2024
Presentation to board/management	April 2024



# Engagement Team Experience

An experienced engagement team has been aligned to provide the most value to your organization. The team members have performed numerous engagements of this nature and can commit the resources necessary to provide top quality service throughout the engagement. Following are our proposed management team members:



The most important resource any business has is people — *the right people*.

Engagement Team Member	Role	Years' Experience
Harold Ray	Engagement Leader – Harold will have overall engagement responsibility including planning the engagement, developing the audit approach, supervising staff, and maintaining client contact throughout the engagement and throughout the year. Harold is responsible for total client satisfaction through the deployment of all required resources and continuous communication with management and the engagement team. They will perform a technical review of all work performed and is responsible for the review of comprehensive annual financial report and all related reports.	15
Doug Host	Single Audit Engagement Leader – Doug will have engagement responsibility over the single audit, if required.	31+
<p><b>Additional Staff</b> – We will assign additional staff to your engagement based on your needs and their experience providing services to state and local governments. Ideally, the staff assigned to your team will be from our Kansas City offices with state and local government as their industry focus at CLA.</p> <p><b>Second Review</b> – As a firm requirement, a person (external to the engagement team and independent of the client) suitably qualified and authorized to perform this review will assess the deliverables and workpapers to provide an objective evaluation, before the report is released, of the significant judgments the engagement team made and the conclusions it reached in formulating the report. More than a dozen individuals work within this team and are focused specifically on governmental engagements. Typically, the same person does not complete the review from year to year.</p>		

Detailed biographies are available in the *Appendix* of this proposal.

## Continuity of service

We are committed to providing continuity throughout this engagement. It is our policy to maintain the same staff throughout an engagement, providing maximum efficiency and keeping the learning curve low. With a



solid, steady engagement team, each year brings the additional benefits of trust and familiarity. We are also flexible in exploring alternative strategies to non-mandatory rotation policies.

In any business, however, turnover is inevitable. If and when it happens, we can provide summaries of suggested replacements and can discuss re-assignments prior to finalizing. We have several qualified staff members to provide the City with quality service over the term of the engagement.

CLA is committed to maintaining high staff retention rates, which we believe are a strong indicator of service quality. High retention rates also indicate that our staff members have the resources they need to perform their tasks and maintain a positive work/life balance.

In addition to local staff, we are also able to draw from national resources. If necessary, we will work with our St. Louis and Northern Minnesota offices, and possibly others, to provide additional staff. We would be able to utilize these staff members in future years to assist in meeting rotation plans.



# References

CLA offers its clients the best of two worlds — a firm with national experience, complemented by a team dedicated to accessibility and responsiveness. We are pleased to provide you with the following references, who can describe their experience in greater detail.

Buchanan County, Missouri	
<b>Client Contact</b>	Tara Horn, County Auditor
<b>Phone Number   Email</b>	816-271-1409   THorn@co.buchanan.mo.us
<b>Address</b>	411 Jules St, Room 133 St. Joseph, MO 64501
<b>Services Provided</b>	2017 to present: Audit of financial statements in accordance with <i>Government Auditing Standards</i> , <i>Uniform Guidance</i> , and financial statement preparation

City of Pleasant Hill, Missouri	
<b>Client Contact</b>	Shelby Teufel, City Administrator
<b>Phone Number   Email</b>	816-540-3135   shelbyt@pleasanthill.com
<b>Address</b>	203 Paul St. Pleasant Hill, MO 64080
<b>Services Provided</b>	2018 to present: Audit of financial statements in accordance with <i>Government Auditing Standards</i> , and financial statement preparation

City of Platte City, Missouri	
<b>Client Contact</b>	Marji Gehr, Assistant City Administrator
<b>Phone Number   Email</b>	816-858-3046   mghr@plattecity.org
<b>Address</b>	400 Main Street Platte City, MO 64079
<b>Services Provided</b>	2021 to present





## Additional Information

### Single Audit Resource Center (SARC) Award

CLA received the [Single Audit Resource Center \(SARC\) Award](#) for Excellence in Knowledge, Value, and Overall Client Satisfaction. SARC's award recognizes audit firms that provide an outstanding service to their clients based on feedback received from an independent survey.



The survey queried more than 9,500 nonprofit and government entities about the knowledge of their auditors, the value of their service, and overall satisfaction with their 2020 fiscal year-end audit. The SARC award demonstrates CLA's dedication to serving the government and nonprofit industry and maintaining the most stringent regulatory requirements in those sectors.

### Participation in quality improvement programs

We work with governmental entities across the country, and our exposure to the circumstances and issues that surround your industry will allow us to serve you with exceptional knowledge and insight. We understand the specific needs and challenges that regulate industries face and have been serving clients similar to the City for decades.

We are actively involved in and/or are members of the following professional organizations:

- American Institute of Certified Public Accountants (AICPA)
- AICPA's State and Local Government Expert Panel
- AICPA's Government Audit Quality Center (GAQC)
- Government Finance Officers Association (GFOA)
- Special Review Committee for the GFOA's
- Certificate of Achievement for Excellence in Financial Reporting (Certificate) Program
- AICPA Single Audit Quality Task Force
- Association of Government Accountants



Our involvement in these professional organizations, combined with various other technical services we subscribe to, allows use to be at the forefront of change in the government environment. We take seriously our responsibility for staying current with new accounting pronouncements, auditing standards, other professional standards and laws and regulations.

### Firm independence

CLA has been the City's auditors and as such, we are required to maintain our independence (both in substance and appearance). We are not presently aware of any current or potential relationships or conflicts of interest with the City or its affiliates or component units that may threaten our independence.

### Insurance

CLA carries commercially reasonable amounts of malpractice insurance. If requested, the firm will provide a certificate of coverage for an amount specified by the City upon being engaged.



## Continuing education program

In order to maintain and expand our assurance knowledge, we consistently provide continuing education for our professionals. Each member of our professional team, including principals, attends at least 40 hours of technical training annually.

Updated information on recent changes in technical standards and regulations, as well as the firm's professional policies and procedures, is distributed to our team members on a regular basis. Individuals are required to familiarize themselves with all current changes in standards and procedures.

CLA invests in our government practice by hiring high caliber professionals and providing additional training to develop and enhance our knowledge. With seasoned professionals, we provide valuable insight into your day-to-day operations and your accounting systems and controls.

As described below, CLA professionals are specifically trained in the industry at a level beyond our competitors.

 <b>On-the-job training</b> Our professionals focus on serving a specific industry. So, the team chosen to serve you is continuously exposed to and trained on issues impacting entities like yours while performing their day-to-day work.	 <b>Tailored training</b> When providing instruction in our basic CPA, consulting, and advisory classes, we tailor the entire discussion, examples, and exercises to apply to clients in their specific industry focus.	 <b>Specialized recruiting</b> Our on-campus recruiting aggressively seeks individuals with industry focused degrees and/or backgrounds. We focus on identifying top candidates for our clients.	 <b>Effective continuing professional education</b> Our greatest strength is the talent of our staff. Our professionals provide more efficient and effective services due to the new ideas they implement from our in-depth training and continuing professional education.
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CLA's firm-wide training programs include:

- **Learn.** Designed for new CLA associates, this five-day conference is typically attended in the first year of employment. This internally developed and presented training focuses on preparing new hires and interns to understand and perform their role in the audit process. Providing a combination of an introduction to CLA Strategy, business risk and independence with audit theory. Using hands on exercises and simulations to introduce our audit methodology, tools, and software. Specific audit areas covered include audit planning, cash, fixed assets, accounts payable and financial statement preparation.
- **Experience.** Designed for the CLA associate with about one year of experience. This four-day conference is typically attended in the second year of employment. This training is similar to the "Learn" training outlined above, but at a deeper level.
- **Achieve.** Designed for the CLA associate with about two years of experience. This four-day conference is typically attended in the third year of employment. This internally developed and presented training focuses



on leadership and performance management of audit engagements utilizing CLA audit methodology from the perspective of the experienced in-charge. This is a highly interactive session covering the experienced in-charge's role and challenges in the audit process and prepares participants to manage and perform efficient and effective audits.

- **Propel.** Designed for the CLA associate with about three years of experience. This four-day conference is typically attended in the fourth year of employment. This training focuses on project management of audit engagements from start to finish and includes exercises and case studies on improving the audit, supervision, analytical procedures, and tests of controls and identifying and responding to fraud risks. This session is taught by an external instructor from 20/20 Services.





# Professional Fees

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

## Option A: Not all staff having over three years of experience:

Professional Services	2023	2024	2025
Audit Services	\$40,500	\$43,250	\$46,250
Depreciation Services	\$1,500	\$1,600	\$1,700
Technology and client support fee (5%)	\$2,100	\$2,243	\$2,398
<b>Total</b>	<b>\$44,100</b>	<b>\$47,093</b>	<b>\$50,348</b>

## Option B: All staff having over three years of experience:

Professional Services	2023	2024	2025
Audit Services	\$51,000	\$54,500	\$58,250
Depreciation Services	\$1,950	\$2,100	\$2,250
Technology and client support fee (5%)	\$2,648	\$2,830	\$3,025
<b>Total</b>	<b>\$55,598</b>	<b>\$59,430</b>	<b>\$63,525</b>

If a single audit would be required, professional fees would be \$7,500 for the first major program and \$4,500 for each additional major program, plus a technology and client support fee of 5%.

We have found over the years that our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an on-going relationship.
- Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our Technology and Client Support Fee, and we will continue to be transparent with our fee structure.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

## Billing for phone calls and questions

It is not our policy or practice to bill our clients every time we receive a phone call. While providing our services to you, we will regularly consult with you regarding accounting, financial reporting, and significant business



issues. If a specific project is complex or requires significant time or resources, we will discuss the scope of the project and its fee with you first to make sure there are no surprises. While it is difficult to establish an exact policy for billing in these situations, we commit to discussing the request with you in advance of performing our services if we believe the time requirement to provide you the desired assistance is other than routine. We will discuss the scope of the project and our estimate to complete it prior to commencing work.

Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss our scope of services.

At CLA, it's more than just getting the job done.





# Appendix

## A. Engagement team biographies





## Harold S. Ray, CPA

**CLA (CliftonLarsonAllen LLP)**

Signing Director

816-671-8924

harold.ray@claconnect.com



### Profile

Harold has 15 years of experience in auditing primarily nonprofit and governmental organizations, including federal single audits. He is a signing director in the St. Joseph office. Harold is licensed as a CPA in Missouri.

### Technical experience

- Nonprofit entities
- State and local government

### Education and professional involvement

- Master in business administration from Northwest Missouri State University, Maryville, Missouri
- Bachelor of science in accounting from Northwest Missouri State University, Maryville, Missouri
- Certified Public Accountant
- American Institute of Certified Public Accountants
- Missouri Society of Certified Public Accountants
- St. Joseph Area Chamber of Commerce
- Nonprofit Connect





## Douglas P. Host, CPA

CLA (CliftonLarsonAllen LLP)

Principal

218-825-2948

doug.host@CLAconnect.com



### Profile

Doug is an assurance principal in the CLA regulated industry group and has more than 31 years of state and local government audit and accounting experiences (including the first 12 years of his career with the Minnesota Office of the State Auditor). He works exclusively with local governments including many counties, cities, and other governmental entities. During his career, he has frequently presented at the Office of the State Auditor annual training sessions, Minnesota Office of the State Auditor's Regional Training Seminars, Minnesota Society of CPA's state and local government annual conference, Association of Minnesota Counties Annual Conference, and Minnesota Association of County Auditors, Treasurers and Finance Officers annual conferences. Doug has presented on various accounting, auditing, and compliance issues since joining CLA including its annual Nonprofit and Government Accounting and Auditing Update and the CLA Annual Local Government Training Academy. Additionally, Doug has presented at the SW Florida Chapter of the GFOA, the South Florida Chapter of the GFOA, the Annual Cutwater Asset Management Investment Seminar, and the Florida GFOA's School of Government Finance. Other organizations he has presented to include the St. Cloud State University Accounting Club, the Wildan Financial Services Public Funds Management Seminar in Seattle, Washington, and San Diego County, California.

### Education and professional involvement

- Bachelor of science in accounting from St. Cloud State University, Minnesota
- Certified Public Accountant
- Minnesota Government Finance Officers Association
- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- MN government agencies internal training
- CLA Local Government Training Academy (client seminar, instruct, and attend)
- Annual A&A updates
- Advanced Single Audit internal training

**CLAconnect.com**

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



## B. Quality control procedures and peer review report

In the most recent peer review report, dated November 2022, we received a rating of pass, which is the most positive report a firm can receive. We are proud of this accomplishment and its strong evidence of our commitment to technical excellence and quality service. The full report is provided on the following page.

In addition to an external peer review, we have implemented an intensive internal quality control system to provide reasonable assurance that the firm and our personnel comply with professional standards and applicable legal and regulatory requirements. Our quality control system includes the following:

- A quality control document that dictates the quality control policies of our firm. In many cases, these policies exceed the requirements of standard setters and regulatory bodies. Firm leadership promotes and demonstrates a culture of quality that is pervasive throughout the firm's operations. To monitor our adherence to our policies and procedures, and to foster quality and accuracy in our services, internal inspections are performed annually.
- Quality control standards as prescribed by the AICPA. The engagement principal is involved in the planning, fieldwork, and post-fieldwork review. In addition, an appropriately experienced professional performs a risk-based second review of the engagement prior to issuance of the reports.
- Hiring decisions and professional development programs designed so personnel possess the competence, capabilities, and commitment to ethical principles, including independence, integrity, and objectivity, to perform our services with due professional care.
- An annual internal inspection program to monitor compliance with CLA's quality control policies. Workpapers from a representative sample of engagements are reviewed and improvements to our practices and processes are made, if necessary, based on the results of the internal inspection.
- Strict adherence to the AICPA's rules of professional conduct, which specifically require maintaining the confidentiality of client records and information. Privacy and trust are implicit in the accounting profession, and CLA strives to act in a way that will honor the public trust.
- A requirement that all single audit engagements be reviewed by a designated single audit reviewer, thereby confirming we are in compliance with the standards set forth in the *Uniform Guidance*.







## Report on the Firm's System of Quality Control

To the Principals of CliftonLarsonAllen LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP (the "Firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards, may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1<sup>®</sup> and SOC 2<sup>®</sup> engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of CliftonLarsonAllen LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. CliftonLarsonAllen LLP has received a peer review rating of *pass*.

*Cherry Bekaert LLP*

Cherry Bekaert LLP  
Charlotte, North Carolina  
November 18, 2022

[cbh.com](http://cbh.com)

### C. E-Verify Exhibit



EXHIBIT 1

STATE OF MISSOURI        )  
                                  )  
ss COUNTY OF Buchanan  )

**AFFIDAVIT**

(As required by Section 285.530, Revised Statutes of Missouri)

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

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

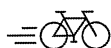
- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct, when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Harold S. Ray, who being duly sworn states on his oath or affirmation as follows:

15



1. My name is Harold S. Ray a signing director with ~~the President of~~  
CliftonLarsonAllen, LLP (hereinafter "Contractor"), whose business address is  
801 Felix St.  
St. Joseph, MO 64501, and I am authorized to make this affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. The contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between the Contractor and the City of Smithville, Missouri.
4. The contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming the Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Harold S. Ray

[SIGNATURE]

Harold S. Ray

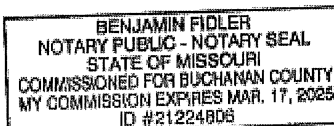
[Printed name], Affiant

Subscribed and sworn to before me this 14 day of July, 2023

\_\_\_\_\_

Benjamin Fidler  
Notary Public

My Commission Expires: State of



Missouri  
Commissioned In Buchanan County  
Commission # 21224806

**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division







Company ID Number: 65719

Client Company ID Number: 976827



**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the CliftonLarsonAllen LLP (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.





Company ID Number: 65710

Client Company ID Number: 976827



Approved by:

<b>Employer</b> CliftonLarsonAllen LLP	
Name (Please Type or Print)	Title
Signature	Date
<b>E-Verify Employer Agent</b> SilkRoad technology, Inc.	
Name (Please Type or Print)	Title
Elizabeth Christensen	
Signature	Date
Electronically Signed	06/03/2016
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	06/23/2016





## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Res 1264 – Authorization No. 100 – On Call Engineering Services

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**RECOMMENDED ACTION:**

A motion to approve Resolution 1264, authorizing and directing the mayor to execute Authorization No. 100 with HDR Engineering, Inc. for On Call Engineering Services.

**SUMMARY:**

The City has had an on-call engineering services agreement with HDR since 2013 (Authorization 64). These services typically are less than \$5,000 in cost and need to be completed fairly quickly. HDR has staff in many disciplines and can assist with a variety of tasks. Some of the services they have provided in the past include:

- Development Plan Reviews (fees are passed on to developments)
- Updated City Mapping.
- Small Sanitary Sewer and Water Supply Evaluations.
- Small Street and Storm Water Evaluations.
- Small Engineering Consulting Projects.
- Surveying.
- Grant application assistance (estimates and renderings)
- Traffic analysis

The agreement is for one year and can be extended for up to four, one-year periods. Updated hourly rates for services will be provided annually.

**PREVIOUS ACTION:**

Authorization 64 was approved June 18, 2013.

**POLICY ISSUE:**

Infrastructure review

**FINANCIAL CONSIDERATIONS:**

These projects are typically small, less than \$5000.

**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 1264**

### **A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AUTHORIZATION NO. 100 WITH HDR ENGINEERING, INC. FOR ON CALL ENGINEERING SERVICES**

**WHEREAS**, The City has needs to occasionally request small consulting services to be completed quickly and efficiently; and

**WHEREAS**, the City and HDR have had an On-Call Services agreement since 2003; and

**WHEREAS**, HDR Engineering Inc. has the capability to perform a variety of tasks with experience in multi-disciplines.

**WHEREAS**, HDR Engineering Inc. has submitted Authorization No. 100 to complete On-Call Engineering Services.

**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. 100 with HDR Engineering, Inc. to complete On-Call Engineering Services

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of September, 2023

---

Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



**AUTHORIZATION No. 100**  
**TO**  
**AGREEMENT BETWEEN**  
**CITY OF SMITHVILLE, MISSOURI**  
**AND**  
**HDR ENGINEERING, INC. (FORMALLY E.T. ARCHER CORPORATION)**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**

**2023 ON CALL SERVICES (REPLACES AUTHORIZATION 64)**

In accordance with Section 1.A. of the December 18, 2003 Agreement, ENGINEER is hereby authorized to complete On-Call Services during the 2023 calendar year upon receipt of a notice to proceed from the City of Smithville, Missouri. This Authorization may be extended for up to four (4), one-year periods at the sole option of the City of Smithville. The purpose of the 2023 On-Call Engineering Services Agreement is to handle small consulting tasks quickly and efficiently as requested by City Staff. Examples of On-Call Services may include, but not limited to, the items listed in the Scope of Services.

**SCOPE OF SERVICES**

1. Development Plan Reviews.
2. Updated City Mapping.
3. Small Sanitary Sewer and Water Supply Evaluations.
4. Small Street and Storm Water Evaluations.
5. Small Engineering Consulting Projects.
6. Surveying.

**FEE**

The scope of services for each request, or activity, completed under this 2023 On-Call Services Agreement will generally be under a fee amount of \$5,000.00. The CITY shall compensate ENGINEER for CITY engineering services, based upon the 2023 Hourly Rate Schedule, hereto attached as Exhibit A. An updated rate schedule will be sent on or about January 1<sup>st</sup> of each year.

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: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Title \_\_\_\_\_

Date \_\_\_\_\_

ENGINEER: HDR Engineering, Inc.

  
By: \_\_\_\_\_

\_\_\_\_\_  
Cory Imhoff, P.E.

Type or Print Name

Title \_\_\_\_\_ Sr. Vice President

Date \_\_\_\_\_ Jul 26, 2023

**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:** 9/5/2023

**DEPARTMENT:** Police

**AGENDA ITEM:** Resolution 1265 – Renewal of Towing Service Contract

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1265, renewing the contract for city tow services with G.T. Tow Service to continue to provide police-ordered tows at a cost to the vehicle's owner of \$100.00 per tow.

**SUMMARY:**

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

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

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

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

**PREVIOUS ACTION:**

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

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Click or tap here to enter text.

**ATTACHMENTS:**

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

## **RESOLUTION 1265**

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 5<sup>th</sup> of September, 2023.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk



## **TOWING SERVICES CONTRACT**

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

WITNESSETH:

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

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

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

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

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

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

**2. GENERAL SCOPE OF THE WORK:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**42. CONDITION PRECEDENT:** This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Contract and that there is a balance otherwise unencumbered to the credit of the appropriation in the City Treasury to which this contract is to be charged and cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made on this contract sufficient to meet the obligation incurred and the City Clerk has so certified.

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

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

**THE CITY OF SMITHVILLE**

Signature:  \_\_\_\_\_

Printed Name: Damien Boley

Date: August 18, 2020

**CONTRACTOR:**

Signature: \_\_\_\_\_

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

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



## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Police

**AGENDA ITEM:** Resolution 1266, School Resource Officer Memorandum of Understanding and Cooperative Agreement.

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1266 – a resolution authorizing the City of Smithville to enter into a Memorandum of Understanding and Cooperative Agreement with the Smithville School District regarding School Resource Officer (SRO) Services.

**SUMMARY:**

An updated agreement has been negotiated between the City of Smithville and the Smithville School District. This agreement outlines expectations and financial responsibilities of each entity.

The biggest change comes in Exhibit A, which outlines a plan for the school district to pay for the second School Resource Officer. With this MOU, the school district will pay 50% of the time for the second SRO in the building for the 2023-24 school year. The next year the school district will pay 100% of the time for all SROs in the building for the 2024-25 school year and every year thereafter.

**PREVIOUS ACTION:**

In 2002, the City of Smithville was awarded a Federal grant for a school resource officer position. This grant enabled the Smithville Police Department to establish the first SRO position with the department. After the grant expired the Smithville School District paid for 75% of the officers salary and the City of Smithville paid for 25% of the officers salary.

In 2015, at the request of the school district, a new memo of understanding was negotiated. This changes the the school district's financial responsibility from 75% of the officers salary to paying for 100% of the officers time in the building.

In 2019 the Smithville Board of Alderman funded a second SRO position. This position was funded 100% by the City, and remains so today.

**POLICY OBJECTIVE:**

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

**FINANCIAL CONSIDERATIONS:**

No financial impact is expected.

**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: Memo of Understanding |                                   |

## **RESOLUTION 1266**

### **A RESOLUTION AUTHORIZING THE CITY OF SMITHVILLE TO ENTER INTO AN A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT WITH THE SMITHVILLE SCHOOL DISTRICT REGARDING SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS**, the Board of Aldermen desires to enter into an agreement with the Smithville School District to specify expectations for the funding of a School Resource Officer (SRO) for the Smithville School District; and

**WHEREAS**, the City of Smithville and the Smithville School District recognize the benefits of enhanced school safety, collaboration, and communication, that the SRO brings to the students of the Smithville School District, as well as to the parents of the students and to the residents of Smithville; and

**WHEREAS**, the Smithville School District agrees to reimburse the City of Smithville for SRO services as outlined in the Agreement.

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

Section 1. The Agreement, attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted by the Board of Aldermen.

Section 2. The Mayor of the City of Smithville is hereby empowered and authorized to execute said Agreement on behalf of the City of Smithville.

Section 3. The Mayor of the City of Smithville is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 5<sup>th</sup> day of September, 2023.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



**MEMORANDUM OF UNDERSTANDING  
&  
COOPERATIVE AGREEMENT**

**SCHOOL RESOURCE OFFICER  
AGREEMENT**

This Agreement is entered into this      day of      (MONTH), 2023 by and between the SMITHVILLE R-II SCHOOL DISTRICT, a political subdivision and state accredited public school district of the State of Missouri (hereinafter the "District") and the City of Smithville Missouri, a political subdivision of the State of Missouri, (hereinafter the "City" or "Police Department") as follows:

**WITNESSETH:**

WHEREAS, the City, by and through its Police Department agrees to provide the School District one or more Smithville Police Department officers (hereinafter "Officer(s)") to serve in the School Resources Officer (SRO) Program in one or more of the District's schools; and

WHEREAS, the District and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in and for the District; and

WHEREAS, the District shall act by its Superintendent or his/her designees; and

WHEREAS, this Agreement is entered into pursuant to the Authority of§ 70.220, RSMo. and

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefor being hereby acknowledged, the District and the City agree as follows:

**1. Cost of the SRO Program.**

- A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

**2. Employment of School Resource Officers.**

- A. The SROs shall be employee(s) of the Smithville City Police Department (hereinafter "the Police Department") and shall be subject to the administration, supervision and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. The Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If the District is dissatisfied with an SRO who has been assigned then the District may request that the Chief of Police assign a different officer as the SRO. The SRO shall be assigned to the District's schools as needed.
- E. The City and the Police Department shall be responsible for ensuring that the SRO complies with all training required by the State of Missouri to maintain current POST (peace officer standards training) certification. The City and the Police Department shall also be responsible for ensuring that the SRO is provided with standard training for duty as a SRO. Training shall be scheduled by the Police Department upon coordination with the District. The Police Department shall make its best efforts to ensure that officer training is not scheduled for a period of high demand for SRO services.

### **3. Duty Hours.**

- A. SRO duty hours shall be determined by the District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall be forty (40) hours per week during those days and hours the District's schools are in regular session.
- B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. The District acknowledges that there may be circumstances where the City at its sole discretion will need to deploy and assign the officers to other duties. The City shall notify the District whenever an SRO is needed elsewhere.
- D. If one or more SROs are ordered by the Police Department to leave their school during normal duty hours as described above and to perform other services for the Police Department, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the City shall be reduced by the number of hours of SRO service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the parties. The SRO shall be responsible to track his/her time usage and report it to both the Police Department and the District every two weeks.
- E. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the District. The Police Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent. If another SRO qualified officer is not available, the Police Department shall notify the District.

### **4. Term of Agreement.**

This agreement shall be for an initial term of three school years commencing on the \_\_\_\_ day of \_\_\_\_, 2023, and ending on the \_\_\_\_ day of \_\_\_\_, 2025. Following the initial 3 year term, this agreement shall be automatically renewed for successive one year periods unless either party requests termination or modification of this agreement. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party.

**5. Duties of School Resource Officers.**

The SRO's duties will include, but not be limited to, the following:

- A. To suggest to the School District methods of improving school security and safety systems.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the Principal's office for discipline to be issued by school officials.
- C. To assist in providing a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property. As to school code violations, the SRO will take the student to the Principal's office for discipline to be issued by school officials.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual law enforcement and crime prevention problems or questions, particularly in the area of substance use and abuse.
- G. To make appearances before school groups, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly law enforcement, crime prevention and drug and alcohol abuse.
- H. The SRO will be involved in school discipline, but only to the extent it pertains to preventing a disruption that would, if ignored, place students, faculty and/or staff at risk of harm. The SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the Principal's office for discipline to be issued by school officials.

- I. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will take students who violate the code of conduct to the Principal where school discipline issued.
- J. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- K. The SRO will share information with the School District about persons and conditions that pertain to campus safety concerns.
- L. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. Referrals will be made when necessary.
- M. The SRO and the School District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- N. The SRO will coordinate all of his/her activities with the School District and staff members concerned and will seek permission, guidance, and advice prior to proposing any programs within the school.
- O. The SRO may be asked by the District to provide community wide crime prevention presentations that include, but are not limited to:
- Drugs and the law- adult and juvenile;
  - Alcohol and the law- adult and juvenile;
  - Sexual assault prevention;
  - Safety programs- adult and juvenile;
  - Assistance in other crime prevention programs as assigned.
- P. The SROs will wear an approved department uniform, or attire approved by the Chief of Police.
- Q. The SRO will wear their department authorized duty weapons in accordance with department policy.
- R. The SRO is expected to attend all training, meetings and appointments assigned by the Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall keep the School District informed about his/her absences and/or activities.

- S. The SRO is a police officer, and not a school teacher, school administrator, nor school counselor. The officers will assist teachers with classroom presentations on relative topics when requested and able.

**6. Duties of School District.**

The School District's duties will include, but not limited to, the following:

- A. Provide an office, office furnishings, telephone, and a computer to the SRO for his/her use in the school and in privacy as needed.
- B. Pay the cost of the SRO, as set forth on Exhibit A, on a monthly basis by the 15th day of the month following that in which services were provided.
- C. Disciplining students who violate the code of conduct.
- D. Coordinate with the SRO to schedule duty hours.
- E. Approve of duty hour reports, to the extent the School District does not dispute the time.

**7. Chain of Command.**

- A. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
- B. In the performance of their duties, SROs shall coordinate and communicate with the School District.

**8. Transporting Students**

- A. SROs shall not transport students in Police Department vehicles except:
  - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
  - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.
- C. SROs shall notify school personnel upon removing a student from campus.

**9. Access to Education Records.**

- A. School officials shall allow SROs to inspect any public records maintained by the school to the extent allowed by state and federal law.
- B. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.
- C. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by state and federal law.
- D. The City, the Police Department and the SRO will comply with the Family Educational Rights and Privacy Act, 20 U.S.C.A. § 1232g, and will indemnify the District for any damages suffered by it by reason of its failure to do so.

**10. Program and SRO Assessment**

SROs, School Administration for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

Each SRO's effectiveness in the program will be evaluated at the end of each school term. The School District will provide input into the evaluation. This may include a recommendation to the Chief that the officer not be assigned to that school the following year. The Chief will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building, and will make a good faith effort to address any concerns raised. The decision on which officer will be assigned as a school resource officer is within the discretion of the Police Chief, but no SRO shall be assigned to the District if the District has specifically requested that the SRO not be assigned to the District.

**11. Employment Status of the SRO**

The SRO shall remain an employee of the City of Smithville, Missouri, and shall not be an employee of the District.

**12. Miscellaneous**

**Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the



State of Missouri and waive any objection to venue.

**Compliance with Laws.** The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and each and every action to be taken hereunder.

**Waiver.** Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.

**Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this Agreement shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.

**Headings; Construction of Contract.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Attachments, the provisions of this Agreement shall control.

**Merger.** This Agreement, including any referenced Attachments, constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements between the parties with respect to this subject matter.

**Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except by written amendment signed by the parties. No act, conversation or communication with any officer, agent or employee of either party either before or after the execution of this Agreement shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the parties.

**Severability of Provisions.** Except as specifically provided in this Agreement, all the provisions of this Agreement shall be severable. In the event that any provision of this

Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Binding Effect.** This Agreement shall be binding upon approval of both parties, and their successors in interest.

**Representations and Warranties.** The parties each certify that it has the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms.

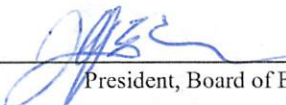
**Conditions Precedent:** This Agreement shall not be in effect unless and until the parties have valid ordinances or Board approvals in effect authorizing the entry into this Cooperative Agreement and it has been executed by all parties.

**Legal Contingencies:** It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. Without waiving any governmental immunity sovereign immunity, or official immunity, each party agrees to be responsible and assumes liability for its own actions and omissions and those of its Officers, teachers, staff or any other agent for any incident arising out of or in connection with this agreement, to the fullest extent required by the law and agrees to save, indemnify, defend and hold the other party harmless from such liability.

**No Waiver of Immunity:** Nothing in this Agreement waives any governmental immunity, including sovereign immunity or official immunity, available to the parties or their agents. The parties hereby expressly reserve all immunities available under Missouri law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: \_\_\_\_\_  
Mayor of Smithville

By:  8-16-23  
President, Board of Education

Attest By:  8-16-23  
Secretary, Board of Education

### **Exhibit A**

The District shall reimburse the City for necessary training required of the SRO, specifically, the Missouri School Resource Officers Association Basic School Resource Officer Training, and the Missouri School Resource Officers Association Annual Training Conference

The District shall reimburse the City for the SRO's compensation on an actual basis, to be billed by the City one month in arrears. The SRO's compensation shall be calculated as follows:

1. Employee's hourly rate of pay
2. Employer paid portion of employee health, dental, and vision insurance benefits (prorated as an hourly rate)
3. Employer paid portion of employee retirement benefits (prorated as an hourly rate)
4. Employer paid portion of FICA taxes (prorated as an hourly rate)

On a monthly basis, the City shall bill the District the actual costs incurred under the terms of this contract.

During the 2022-23 school year the District will pay for one SRO. When possible, the city will provide a second SRO who will be paid for by the city.

During the 2023-24 school year the District will pay for one SRO. When possible, the city will provide a second SRO who will be paid for jointly and equally by the District and the City.

During the 2024-25 school year the District will pay for all SROs provided by the City. The number of SRO officers provided will be agreed by the District and the City.



## Board of Aldermen Request for Action

**MEETING DATE:** 9/5/2023

**DEPARTMENT:** Parks and Police

**AGENDA ITEM:** Resolution 1267, Temporary Liquor License – Chop's BBQ and Catering

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1267, issuing a Temporary Liquor License to Chop's BBQ and Catering for Smithville Chamber of Commerce After Hours Event at Courtyard Park to be held Saturday, September 21, 2023.

**SUMMARY:**

Approval of this item would be to issue a Temporary Liquor License to Chop's BBQ and Catering for Smithville Chamber of Commerce After Hours Event at Courtyard Park to be held Saturday, September 21, 2023.

Requested Licenses: Temporary Liquor Permit

This license will be effective September 21, 2023, from 5:00 PM – 7:00 PM (pending all state license requirements).

**PREVIOUS ACTION:**

Chop's BBQ and Catering has been approved for multiple events in 2023 already.

**POLICY OBJECTIVE:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**ATTACHMENTS:**

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

**RESOLUTION 1267**

**A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO CHOP'S  
BBQ AND CATERING FOR THE SMITHVILLE CHAMBER OF COMMERCE  
AFTER-HOURS EVENT AT COURTYARD PARK TO BE HELD  
SATURDAY, SEPTEMBER 21, 2023**

**WHEREAS**, The Chamber of Commerce has completed the required application;  
and

**WHEREAS**, the approved vendor is Chop's BBQ and Catering; and

**WHEREAS**, the Police Department has approved the vendor 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 CHOP'S  
BBQ AND CATERING FOR THE SMITHVILLE CHAMBER OF COMMERCE  
AFTER-HOURS EVENT AT COURTYARD PARK TO BE HELD SATURDAY,  
SEPTEMBER 21, 2023.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the  
Mayor of the City of Smithville, Missouri, on the 5<sup>th</sup> day of September 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.





## ***FY23 Planning Calendar***

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### **September 19, 2023 Work Session 6:00 p.m.**

Main Street Update  
Downtown Design Guidelines

### **September 19, 2023 Regular Session 7:00 p.m.**

Public Hearing – Property Tax Levy  
Ordinance - Stormwater Plan – Illicit Discharge – 1<sup>st</sup> Reading  
Ordinance – Subdivision Maintenance Obligation – 1<sup>st</sup> Reading  
Ordinance – Setting the 2023 Property Tax Rate – Emergency Ordinance 1<sup>st</sup> Reading & 2<sup>nd</sup> Reading  
Ordinance – City Administrator's Spending Authority - 1<sup>st</sup> Reading  
Ordinance – Regulating Short Term Rentals - 1<sup>st</sup> Reading  
Resolution – Purchase of Drinking Fountains for Main Street Trail  
Resolution - Destination Safe Grant Agreement  
Resolution - DWI Enforcement Grant Agreement  
Resolution - Hazardous Moving Violation Grant Agreement

### **October 3, 2023 Work Session**

### **October 3, 2023 Regular Session 7:00 p.m.**

Public Hearing – Sewer Rates  
Ordinance - Stormwater Plan – Illicit Discharge – 2<sup>nd</sup> Reading  
Ordinance – Subdivision Maintenance Obligation – 2<sup>nd</sup> Reading  
Ordinance – City Administrator's Spending Authority – 2<sup>nd</sup> Reading  
Ordinance – FY2024 Operating Budget – 1<sup>st</sup> Reading  
Ordinance - 110 Smithville Tax Increment Financing Fund – 1<sup>st</sup> Reading  
Ordinance – Amending Utility Rates for Non-Residents – 1<sup>st</sup> Reading  
Resolution – “Go To Market” Authorization for COP

### **October 17, 2023 Work Session 6:30 p.m.**

Discussion of City Website Platform

### **October 17, 2023 Regular Session 7:00 p.m.**

Ordinance – FY2024 Operating Budget – 2<sup>nd</sup> Reading  
Ordinance - 110 Smithville Tax Increment Financing Fund 2<sup>nd</sup> Reading  
Ordinance – Amending Utility Rates for Non-Residents – 2<sup>nd</sup> Reading  
Resolution – Amending the Schedule of Fees  
Resolution – Employee Compensation Plan  
Resolution - Employee Handbook  
Resolution – Changes to the Policy Manual  
Resolution – Agreement with Chamber of Commerce  
Resolution – Award Bid – Streetscape Phase III  
Appointment – Economic Development Committee

Appointment – Planning and Zoning Commission  
Executive Session Pursuant to Section 610.021(3)RSMo.

**November 7, 2023 Work Session**

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

**November 21, 2023 Work Session 6:00 p.m.**

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

Resolution – Award Bid 144<sup>th</sup> Street Lift Station and West Bypass

**December 5, 2023 Work Session**

Discussion FY2023 Year End Budget Review

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

Ordinance – Approval of Financing – COP for Utility Projects – 1<sup>st</sup> Reading

Resolution – Award Bid for construction of River Crossing

Resolution – Award Bid for Smith's Fork Force Main

Resolution – Water Treatment Plant Improvements

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

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

Ordinance – Approval of Financing – COP for Utility Projects – 2<sup>nd</sup> Reading

**Unscheduled:**

City/County Shared Roads – Clay and Platte

Contract with PWSD #8

ADU's (Accessory Dwelling Units) on Existing Properties

Courtyard Park Alleyway Safety

**\*\*\*\*\*Items on the planning calendar are subject to change\*\*\*\*\***

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