



**City of Smithville, Missouri**  
**Board of Aldermen – Regular Session Agenda**  
**7:00 p.m. Tuesday, July 16, 2024**  
**City Hall Council Chambers and Via Videoconference**

Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the [City's YouTube page](#).

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86331566237>

Meeting ID: 863 3156 6237

Passcode: **413341**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Agenda**
  - **Minutes**
    - June 13 & 14, 2024, Board of Aldermen Retreat Minutes
    - June 18, 2024, Board of Aldermen Work Session Minutes
    - June 18, 2024, Board of Aldermen Regular Session Minutes
  - **Financial Report**
    - Finance Report for June 2024
  - **Resolution 1374, Smithville Warriors Youth Football Contract**

A Resolution authorizing and directing the Mayor to enter into an agreement with Smithville Warriors Youth Football Club for the use of City park land.
  - **Resolution 1375, Acknowledgement of Senior Service Grant Application**

A Resolution acknowledging the Board of Aldermen's support of an application for the Senior Center grant through Clay County Senior Services.
  - **Resolution 1376, Purchase of Winter Materials**

A Resolution authorizing the purchase of winter materials from Hutchinson Salt, LLC for the 2024-2025 winter season.
  - **Resolution 1377, Adopting the Goals of the Governing Body**

A Resolution adopting the goals of the Governing Body.
  - **Resolution 1378, Awarding Bid No. 23-12, Streetscape Phase III**

A Resolution awarding Bid No. 23-12 to Mega KC Corporation for Downtown Streetscape Phase III in an amount not to exceed \$1,696,100 and authorize a force account of \$50,000.
  - **Resolution 1379, Financing Terms of Lease Agreement for Tractor/Boom Mower**

A Resolution authorizing the Mayor to sign a lease agreement utilizing the Sourcewell cooperative purchasing agreement for a John Deere 6130M cab tractor and boom mower attachment.

- **Resolution 1380, Skid Steer Lease Agreement**

A Resolution authorizing the Mayor to sign a lease agreement utilizing the Sourcewell cooperative purchasing agreement for a 2024 John Deere 331G Compact Track Loader.

## **REPORTS FROM OFFICERS AND STANDING COMMITTEES**

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### **4. Committee Reports**

- Planning and Zoning Commission

### **5. City Administrator's Report**

## **ORDINANCES & RESOLUTIONS**

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### **6. Bill No. 3034-24, Amendment to Schedule VII – Stop Signs – 1<sup>st</sup> Reading**

An Ordinance amending Schedule VII - Stops Signs of the Municipal Code Ordinances. 1<sup>st</sup> reading by title only.

### **7. Resolution 1381, Renewing Contract for City Tow Services**

A Resolution renewing the contract in response to Bid No. 20-13 to GT Tow Services for towing services.

### **8. Resolution 1382, Site Plan – 14790 North Fairview**

A Resolution authorizing site plan approval for construction of a 4,273 ft<sup>2</sup> Bank at 14790 North Fairview Drive.

### **9. Resolution 1383 – 1387, Changing Various Street Names**

**Resolution 1383** – A Resolution changing the name of 5<sup>th</sup> Street Circle to Old Rock Road.

**Resolution 1384** – A Resolution changing the name of Fourth Street Terrace and 4<sup>th</sup> Street Terrace to Fourth Terrace.

**Resolution 1385** – A Resolution changing the name of Third Street Terrace and 3<sup>rd</sup> Street Terrace to Third Terrace.

**Resolution 1386** – A Resolution changing the name of Commercial Street from Shamrock Way to Church Street to Commercial Avenue.

**Resolution 1388** – A Resolution changing the name of Commercial Street from Shamrock Way, west to its end point to 148<sup>th</sup> Street.

### **10. Resolution 1389, Liquor License**

A Resolution issuing a liquor license to Kobylski Enterprises, LLC, Kelly Kobylski, Managing Officer, doing business as Snack Daddy's at 200 East Main Street.

### **11. Resolution 1390, Appointment of Special Counsel**

A Resolution authorizing the appointment of Special Counsel Lauber Municipal Law.

## **OTHER MATTERS BEFORE THE BOARD**

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### **12. 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.**

### **13. Appointment**

- Planning and Zoning Commission

### **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**





## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

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

**AGENDA ITEM:** Consent Agenda

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### **REQUESTED BOARD ACTION:**

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

- **Minutes**
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  - June 18, 2024, Board of Aldermen Regular Session Minutes
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A Resolution authorizing the Mayor to sign a lease agreement utilizing the Sourcewell cooperative purchasing agreement for a John Deere 6130M cab tractor and boom mower attachment.

### **SUMMARY:**

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

### **PREVIOUS ACTION:**

N/A

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**ATTACHMENTS:**

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

**SMITHVILLE BOARD OF ALDERMEN  
RETREAT  
JUNE 13 & 14, 2024**

A Retreat Work Session of the Smithville Board of Aldermen was held on June 13 and 14, 2024 at Northwest Missouri State University-Kansas City building located at 6889 North Oak Trafficway, Gladstone.

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

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

**Call to Order**

Mayor Boley called to order the Retreat Work Session at 1:00 p.m. on Thursday, June 13.

**June 13**

Servant Leadership/Pillars/Vision/Strategic Plan Update

After Board discussion the Vision Statement was updated to:

"Smithville builds its future by embracing growth, encouraging commerce and enhancing its natural surroundings."

The Board updated the Key Performance Areas (KPAs):

Growth	We nurture our community by attracting and maintaining diverse development.
Community Life	We foster a safe, secure environment that promotes an active, healthy lifestyle for the entire community.
Infrastructure	We plan, build and maintain the necessary road, utilities and strategic land use to prepare for residential and economic growth.
Governance	We act as a cohesive team, providing the human and physical resources for the betterment of the community.
Finance	We uphold public trust by making fiscally responsible investments in public revenues and resources.

Rick Welch presented the Sanitation Fund. After discussion it was recommended that staff create a consistent rate philosophy that will be used from year to year to figure the trash, household hazardous waste and administration fees.

**June 13 Discussion Outcome**

- \$2,500 donation to the Northland Development Workforce Center and invite Smithville Business to match.
- Continue partnerships with entities for facility use for Parks and Recreation.

- Neighborhood Grants tabled for this year's budget to re-develop the rules and regulations to align with the Parks and Recreation Master Plan and the Stormwater Master Plan.
- Keep the 15% discount trash rate for seniors.
- Develop scenarios for trash contract with GFL
- Explore additional cardboard drop off sites

The retreat recessed at 4:45 p.m. on June 13 and reconvened at 9:00 a.m. on Friday, June 14.

## **June 14**

### **Budget Discussion, Priorities and Timeline**

#### **FY2025 Items for Future Budget Discussion**

##### **Human Infrastructure**

- Six weeks family leave
- Fitness membership and incentive – on hold – unfunded
- Four Compensation Plans for FY2025 Budget for Board to review
  1. Adjust pay ranges by 4% and all current permanent employees by 6%
  2. Adjust pay ranges by 4% and employees in pay grades 55 and below by 6%, and employees in pay grades 60-65 by 8%
  3. Adjust pay ranges by 6% and all current permanent employees by 8%
  4. Adjust pay ranges by 6% and frontline employees by 10%, and supervisors by 8%

##### **Other Considerations**

- Board of Aldermen/Economic Development Committee Joint Work Session
  - Meeting date before reappointment of EDC members
- Staff begin developing annexation area of intent
- Include funding for the Strategic Plan Update
- No funding in the FY2025 budget for the Neighborhood Beautification Grants (in future discussion clarify eligibility)
- Public Safety Sales Tax timing
  - Revisit discussion on timing in November
- Workforce Development Center Funding \$2,500
  - Communication for community investment
- Consider creating a Contingency Fund of \$25,000

## **Adjourn**

The Mayor declared the retreat adjourned at 3:18 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN  
WORK SESSION**

June 18, 2024 6:00 p.m.

City Hall Council Chambers and Via Videoconference

**1. Call to Order**

Mayor Boley, present, called the meeting to order at 6:00 p.m. A quorum of the Board was present: Melissa Wilson, Marv Atkins, Ronald Russell, Dan Hartman and Leeah Shipley. Kelly Kobylski was absent.

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

**2. Update on the Chamber Services Contract**

Erika Winston, Executive Director for the Smithville Chamber of Commerce, noted that they have been working with the City to help promote Smithville.

The Chamber of Commerce maintains a community calendar on its website:

<https://www.smithvillechamber.org/calendar#!calendar>. Erika noted that she tries to keep the calendar up to date as much as possible. She explained that if a Chamber member wants to add an event there is a button towards the top of the page that allows them to do that. If a non-Chamber member there is a form they need to fill out so the event can be approved.

They also manage a business start up page with information they will need and who they need to contact.

<https://www.smithvillechamber.org/businessstartup>

The Chamber puts out a weekly newsletter called the Scoop that goes out via email and is also on the [Chamber's website](#). They have a spot for updates for the City and Erika put the Board of Aldermen meetings on it.

Becky Pendleton-Meek, Chamber of Commerce President, explained the business retention visits. She noted that towards the end of last year, she, Erika, Cynthia and Gina met to discuss what a business retention visit would look like. They compared some different business retention models that different cities had developed and made one of their own. Beginning in January of this year they started the business retention visits. The visits included City staff as well as someone from the Chamber. Every month they meet with a business here in our community. They want to see what the City can help them with and what the Chamber can help them with to make their business more successful. Businesses visited to date include: Packs Hardware, Dentistry at Smithville Marketplace, Motorcycle Closeouts, Smithville Ford and Taylor Plumbing. Becky noted that the responses they received from those visits was that the businesses were surprised that they took the time to come and speak with them and that they were concerned for what they need as a business. She noted that some of the businesses are affiliated with other Chambers and had not been visited by them.

Alderman Atkins noted that he liked the calendar and all the information on it.

Alderman Wilson noted that she appreciated the update on the business retention visits. She said those visits will be very beneficial and encouraging.

Becky noted that it is good to hear what the businesses have to say and to be able to give them an outlet to be heard.

Alderman Russell noted that the Board had a brief discussion about this during their retreat. After that discussion he looked at other Chambers of Commerce around different places in the country and their relationships with their city. He said that one thing he did see they had in common was a close relationship with their Economic Development Committee. He asked if the Chamber could have someone be a liaison for the Smithville Economic Development Committee and if they could give the Board an update every so often.

Mayor Boley explained that Erika sits on the Economic Development Committee.

Becky explained that Erika reports what the Chamber is doing to the Economic Development Committee and then also reports to the Chamber what the Economic Development Committee is working on.

Erika noted that she also meets with the Clay County Economic Development Committee quite frequently.

Mayor Boley noted that Erika is also the City's representative on the Clay County Missouri Extension Board.

Cynthia pointed out that in the staff memo it was noted that Erika worked with our Economic Development Committee and our Parks and Recreation to promote tourism and special events happening within the City. She also noted that she meets with Erika on a monthly basis.

Alderman Russell noted that he echoed Alderman Wilson comments on the business retention visits. He also believes the Scoop newsletter is a good and useful tool for people.

Alderman Hartman noted that in the last couple of years he has seen the Chamber Board come together and said that it was a testament to Becky and Erika's leadership skills. He also said that he liked the video updates that they did for the ribbon cuttings and the video segments. He asked if the Chamber had an ambassador program for new businesses.

Becky explained that Erika reaches out to new businesses for membership in the Chamber and the Chamber is also a good liaison for people looking for employment.

Alderman Russell noted that he liked the video interviews the Chamber does with the small business owners.

Erika noted that a Chamber member wanted them to do that and so they spoke with Carol from the school to involve students who are interested in videoing and interviewing that could help with doing those.



Cynthia noted that staff appreciates the calendar that the Chamber manages with the events going on in the City. She added that it is a great asset for the community.

Alderman Hartman noted that the Chamber Board making Erika full-time has been a game changer and he applauded them for making that decision.

Becky noted that in the past there has not been a strong relationship between the City and the Chamber but said that we need to continue to work together to accomplish the goals that will make all the businesses and the community succeed.

Mayor Boley added that we have really worked well together on the Legacy Fund and Chamber Awards Dinner.

Erika noted that she also does her best to meet with the Northland Regional Chamber for ribbon cuttings to help promote Smithville and our businesses.

Mayor Boley noted that Erika recently graduated from the Leadership Northland Program.

### **3. Planning Review Process Overview**

Jack Hendrix, Development Director, presented the step-by-step planning review process for development. Jack noted that more could be found in the [staff report](#).

#### **Planning Review Process**

- The staff memo describes the general process for every type of planning application
- There are two types of reviews, zoning matters and subdivision related matters
- Each application has certain steps, many of which are the same or similar to each other
- Staff's process for each step is the focus of tonight's presentation

#### **Types of Applications**

- Zone District Change
- Conditional Use Permits
- Overlay District with Conceptual Plan
- Combined zone district change and subdivision/site plan
- New Subdivision
- Site Plan Review

#### **Planning Process Initiation**

- Planning applications usually start with a telephone call from the proposed applicant
- Is it a zoning matter?
- Does it implicate any infrastructure review?
- Is it a combined zoning and subdivision related matter?
- Provide recommendations on application(s) needed
- Schedule a Development Conference

#### **Zone District Changes**

- Zone District changes do not independently involve an in-depth review
- All rezonings start with a review of the Comprehensive Plan requirements
- The plan has a Future Land Use Plan Map
- Staff then uses the Comprehensive Plan to provide a Staff report that addresses the eight standard of review questions in the ordinance

#### Development Project Standards

- Subdivision Code identifies the process(es) for reviews
- Site Plan review process was amended to include the subdivision code requirements
- Conditional Use Permits were amended to require site plan review, which includes subdivision requirements.

#### Development Review Committee

- Staff starts this process after the initial conversations with the applicant are sussed out.
- The applicant provides staff with a draft layout of the project (subdivision, site plan, conditional use permit)
- The development review committee meets with the applicant and their engineer/architect/surveyors to discuss the proposed layout, etc.
- Technical Studies are identified and formally requested

#### Technical Studies

- There are four primary areas for these studies:
  - Water system improvement needs
  - Sanitary system capacity and improvement needs
  - All projects must prepare a storm water study in accordance with the impact (size of project)
  - Traffic Impact Study is required if the project will generate 50 peak hour trips or 500 daily trips
  - IF the traffic counts are close to the trigger, the applicant can submit a trip generation report that shows less

#### Water System Studies

- All projects that include waterline extensions get an updated hydraulic model analysis provided by the City's engineers
- The applicant must provide our engineers with the anticipated water needs in order to update the model.
- If the model shows the project does not meet flow standards, applicant must upgrade the system to meet those standards for their project.

#### Sanitary Sewer System Studies

- Sanitary sewer studies include analyzing the daily a peak flows of sanitary waste added to the system
- Those flows must stay below system capacity limits throughout the path to the treatment plant
- Could require additional off-site work to avoid overflows
- If the project will require a lift station, or will drain to an existing lift station, additional evaluations are required
- System upgrades or other off-site improvements may be required
- Upgrades are analyzed to determine when they will be required to be completed (development agreement)
- Can make the improvement costs be shared with other developments
- More concern on North Force main projects than projects in other areas

#### Stormwater Studies

- All projects must perform a stormwater analysis

- Depending upon the impact and location of the project, the level of the study may vary
- City's engineer assesses the proposed scope of the study and makes recommendations for any changes
- The study often includes detention requirements – either underground or detention basins
- City engineer certifies that the plan meets our standards

Alderman Wilson asked how they conduct the stormwater study to know how much water/rainwater is running off.

Chuck Soules, Public Works Director, explained that they take the rainfall per hour and they develop hydrographs so they can tell how fast the water is running off. He said it is all based on theory there is no measurement. They also take into account the type of soil. Chuck explained that they plug all the information into a computer program, and it runs the model.

#### Traffic Impact Studies (TIS)

- Initial determination of study necessity based upon a trip generation report (or if a residential subdivision, size)
- If required, the applicant must submit a proposed scope of the study for review by staff and our engineers
- We direct the intersections to be evaluated based upon our needs
- Once the scope is agreed upon, the applicant must then complete and provide the TIS for review
- City engineers then review the TIS for compliance with the scope and can either approve, or require additional scope to be added if the TIS reveals additional problems
- Once approved, the TIS requirements for road upgrades, both on site or off-site will be included in the development agreement
- The requirements will often be phased with the project timeline (Phase I, Phase II, etc.)

Jack explained that currently the standard is 50 peak hour vehicle trips, or 500 daily trips generated in one day. If the matter is close, the applicant must submit a report from a traffic engineer that identifies the peak and daily numbers are below those limits and then no TIS is required.

Alderman Wilson asked if a developer could add road improvements, turn lanes, etc. up front if they know it will be needed in the future.

Jack explained that they can if it does not cause the City any issues, he said that we would allow it and it would possibly be cheaper for the developer.

#### Development Agreements

- Once all of the technical studies have been completed, reviewed and finally approved, a development agreement will be drafted
- Development agreement will identify what improvements must be made, when they must occur, and identify any other applicants that will be involved in upgrades
- Development agreement will also identify the Parkland Dedication requirements

#### Hearings

- Once all studies are completed and the development agreement is drafted, staff will draft its' report(s)
- The hearing must be properly noticed in the newspaper and letters to adjoining property owners
- Staff is working on a process to include placing signs on the land affected by the matter
- Planning Commission the conducts the hearing, and then makes its' recommendation to the Board

Jack explained that the City sends out a certified letter to all adjoining property owners within 185 feet, even though the letter being certified is not required. The certified letters are sent 15 days before the hearing is scheduled.

#### Board of Aldermen

- When a matter is placed on the agenda, all of the previously discussed matters have been completed

Alderman Wilson noted that sometimes people question why we do not have Planning and Zoning Commission meetings every month. She explained that if there is nothing to be presented to the commission there is no reason for a meeting.

Jack noted that in the future they may be having meetings to discuss the Accessory Dwelling Unit (ADU) scenarios.

Cynthia noted that regular business is application driven but there are times the Planning and Zoning Commission need to have work sessions.

Alderman Wilson noted that they had one when they recently changed the lot size in R-1. She explained that there are other things the commission works on other than what was presented this evening. They have to keep up with the market and how it affects the City's zoning.

Alderman Hartman noted that we are going to have to continue to just communicate these processes. He said what people sometimes misconceive or misunderstand is that the item comes before the Board, and no one was ever notified. They do not know that our staff has been incredibly busy and that they have followed the statutes of notification. Alderman Hartman noted that the other piece that is very interesting is that we talked a lot about attainable and affordable housing, and this is a factor in that because of the cost to the developer and most of that cost is front loaded, so the developers is carrying cost. That cost is what eventually does get passed along to the individual that buys that home, if it is a lot scenario. He explain that unless you are involved in it all the time you do not realize that it can be a very expensive process up front. People think this is a very fast track, but there is nothing fast about this process. Alderman Hartman asked if he was correct that every city or municipality in Missouri goes through this same process based on state statute.

Jack said that yes they do. He noted that if they are dividing land they have to go through the subdivision requirements that are in state law. If there are rezoning the have to go through the state law requirements as well. He added that often times cities add more requirements because it protect the city and guides the development types the city is wanting.

Alderman Russell noted that he had asked for having an update from the Chamber either monthly or even once a quarter.

Mayor Boley noted that the Chamber gives an update during the Economic Development Committee meetings, and they are live streamed for the public and all are welcome to attend.

**4. Adjourn**

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:46 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

## SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

June 18, 2024 7:00 p.m.  
City Hall Council Chambers and Via Videoconference

### 1. Call to Order

Mayor Boley, present, called the meeting to order at 6:59 p.m. following the Work Session. A quorum of the Board was present: Marv Atkins, Melissa Wilson, Leeah Shipley, Ronald Russell and Dan Hartman. Kelly Kobylski was absent.

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

### 2. Pledge of Allegiance lead by Mayor Boley

### 3. Proclamation

- July is Parks and Recreation Month

Mayor Boley presented the Parks and Recreation Month Proclamation to Alex Threlkeld, Parks Recreation Manager and Aspen Ryan, Parks Recreation Coordinator.



Alex and Aspen noted that during the month of July Parks and Recreation will be hosting:

JULY 2024	
<b>PARKS &amp; REC MONTH</b>	
	
<b>MONDAYS</b> 9 - 10 A M	<b>BREAKFAST IN THE PARK</b> DONUTS + DRINKS AT SMITH'S FORK PLAYGROUND
<b>TUESDAYS</b> 4 - 5 P M	<b>PAINTING IN THE PARK</b> WEEKLY THEMED PAINTING CLASS LED BY RACHEL O'BRIEN - REGISTRATION REQUIRED
<b>WEDNESDAYS</b> 7:15 - 8:15 P M	<b>SUNSET YOGA</b> YOGA AT THE DOWNTOWN COURTYARD 7-8PM SOME MATS WILL BE AVAILABLE OR BRING YOUR OWN LED BY KIM DERRY
<b>THURSDAYS</b> 10 A M	<b>SCIENCE IN THE PARK</b> WEEKLY SCIENCE EXPERIMENTS WITH MU EXTENSION REGISTRATION REQUIRED (SKIP JULY 4)
<b>FRIDAYS</b> 11 A M	<b>POPSICLES AT THE SPLASH PAD</b> FIRST 20 PEOPLE WILL RECEIVE A FREE POPSICLE FROM FRIOS GOURMET POPS

#### 4. Consent Agenda

- **Minutes**
  - June 4, 2024, Board of Aldermen Work Session Minutes
  - June 4, 2024, Board of Aldermen Regular Session Minutes
- **Financial Report**
  - Finance Report for May 2024
- **Resolution 1365, DWI Enforcement Grant Agreement**

A Resolution authorizing and directing the Mayor to sign the Driving While Intoxicated Enforcement Grant Agreement with the Missouri Highway and Transportation Commission to fund additional enforcement and training.
- **Resolution 1366, Hazardous Moving Violation Grant Agreement**

A Resolution authorizing and directing the Mayor to sign the Hazardous Moving Violation Grant Agreement with the Missouri Highway and Transportation Commission to fund additional enforcement and training.
- **Resolution 1367, Special Event Permit**

A Resolution approving a special event permit to Main Street District for the Hot Summer Nights event series to be held at Courtyard Park on August 3,10,17 and 24.
- **Resolution 1368, Temporary Liquor License**

A Resolution issuing a Temporary Liquor License to Chops BBQ and Catering for the Hot Summer Nights Event Series August 3,10,17 and 24.

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

No discussion.

Ayes – 4, Noes – 0, Abstained – 1, (Alderman Shipley) motion carries. Mayor Boley declared the consent agenda approved.

#### REPORTS FROM OFFICERS AND STANDING COMMITTEES

##### 5. Committee Reports

Alderman Wilson reported on the June 11, Planning and Zoning Commission meeting. They discussed amending the site plan at 100 James Street for the construction of a 7,800 ft<sup>2</sup> addition to its warehouse that is on the agenda this evening. There is still a lot of construction going on south on 169. They discussed that there are some streets that were going to have to be renamed. Staff is working on that and will be brought back to Planning and Zoning Commission at a near future meeting. There are potentially three new real estate developments up north that will be coming sometime in the future.

##### 6. City Administrator's Report

Cynthia Wagner had nothing new to report.

#### ORDINANCES & RESOLUTIONS

##### 7. Resolution 1369, Employment Agreement

Alderman Atkins moved to approve Resolution 1369, authorizing and directing the mayor to enter into a part-time employment agreement with Robert Lemley. Alderman Hartman seconded the motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1369 approved.

**8. Resolution 1370, Employment Agreement**

Alderman Atkins moved to approve Resolution 1370, authorizing and directing the mayor to enter into a part-time employment agreement with Antonia Augustin. Alderman Hartman seconded motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1370 approved.

**9. Resolution 1371, Site Plan Amendment for Thornell**

Alderman Atkins moved to approve Resolution 1371, authorizing site plan approval for construction of a 7,800 ft<sup>2</sup> addition to its warehouse at 100 James Street. Alderman Hartman seconded motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1371 approved.

**10. Resolution 1372, South Employment Overlay District**

Alderman Atkins moved to approve Resolution 1372, authorizing and directing the Mayor to sign a professional services agreement with Snyder & Associates, Inc. for planning services for South 169 Employment Overlay District in the amount not to exceed \$27,000. Alderman Hartman seconded motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1372 approved.

**11. Resolution 1373, Work Order for Water Plant Operations**

Alderman Atkins moved to approve Resolution 1373, authorizing and directing the Mayor to sign a work order with HDR Engineering for Water Plant Operations. Alderman Hartman seconded motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1373 approved.

**OTHER MATTERS BEFORE THE BOARD**

**12. Public Comment**

Shauna Houghton, 113 Lakeland Drive, thanked everyone for their participation and help with Lake Fest. She noted that every Aldermen, the Mayor and some of their families helped. Cynthia, Matt and Gina also helped. Ms. Houghton said that they want this to be a team



collaboration to be able to work together. She explained that they had their grand marshals in place but still had a car that drove through the parade. Ms. Houghton also noted that they had no candy thrown from any vehicles, so that rule came across quite clear.

Mayor Boley noted that one of the floats was throwing candy.

Ms. Houghton said they were not aware of that and will bring that up next year. They had an emergency at the end of the parade for a spectator and NRAD was able to get through the crowd for it. She noted that they liked this parade route because of the wider street and hoped that they could keep that route going forward. Ms. Houghton asked for any feedback that Board could give. She noted that the only way they can grow is if they get told what they did wrong and what they did right.

Chief Lockridge noted that between Friday and Saturday evening, our officers worked total 14 hours and were able to go through both those nights and without any notable event. No arrests and only one minor injury and it was a young lady who tripped over something on the ground and was scraped up a little bit, but nothing major. Chief Lockridge noted that public was really pleasant to deal with. He said that was a huge testament to the organizers and all their volunteers. He noted that organizers and their volunteers were great to work with.

**13. New Business from the Floor**

None.

**14. Adjourn.**

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

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 7:09 p.m.

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Linda Drummond, City Clerk

---

Damien Boley, Mayor

**FY 2024 BUDGET - FINANCIAL UPDATE**

6/30/2024

REVENUES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD	FYE 2024 PROJECTION	
GENERAL FUND	6,569,620	6,266,986	4,818,693	6,695,853	76.89%
CAPITAL IMPROVEMENT SALES TAX FUND	760,910	1,240,750	506,882	1,240,750	40.85%
DEBT SERVICE FUND	354,845	357,830	354,845	357,830	99.17%
TRANSPORTATION SALES TAX FUND	667,453	1,168,950	491,019	1,168,950	42.01%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,104,757	10,683,600	4,128,651	10,693,592	38.64%
SOLID WASTE FUND (FORMALLY SANITATION FUND)	869,446	938,757	613,064	922,790	65.31%
SPECIAL ALLOCATION FUND	822,525	868,446	586,525	868,446	67.54%
PARK & STORMWATER SALES TAX FUND	760,303	933,750	505,692	1,036,463	54.16%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	290,443	374,398	373,851	373,851	99.85%
COMMONS CID FUND	400,909	396,592	236,467	396,592	59.62%
AMERICAN RESCUE PLAN ACT FUND	19,959	-	-	-	
	17,621,171	23,230,059	12,615,689	23,755,117	54.31%

EXPENDITURES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD	FYE 2024 PROJECTION	
GENERAL FUND	6,043,547	7,100,790	5,040,011	7,171,798	70.98%
CAPITAL IMPROVEMENT SALES TAX FUND	479,629	1,906,340	128,626	1,906,340	6.75%
DEBT SERVICE FUND	343,040	351,333	262,420	351,333	74.69%
TRANSPORTATION SALES TAX FUND	534,904	1,699,140	541,185	1,699,140	31.85%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,638,976	15,704,620	3,215,568	15,704,620	20.48%
SOLID WASTE FUND (FORMALLY SANITATION FUND)	857,468	931,805	618,903	924,024	66.42%
SPECIAL ALLOCATION FUND	760,675	1,179,800	416,224	1,179,800	35.28%
PARK & STORMWATER SALES TAX FUND	105,968	1,021,000	455,185	1,021,000	44.58%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	311,047	423,547	326,612	423,547	77.11%
COMMONS CID FUND	212,186	413,916	210,113	413,916	50.76%
AMERICAN RESCUE PLAN ACT FUND	711,474	-	141,689	-	
	16,998,914	30,732,291	11,356,537	30,795,518	36.95%



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1374, Smithville Warriors Youth Football Contract

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### REQUESTED BOARD ACTION:

Motion to approve Resolution 1374, authorizing and directing the Mayor to enter into an agreement with Smithville Warrior Youth Football Club for use of City park land.

### SUMMARY:

City staff met with representatives from the Smithville Warriors Youth Football Club and agreed on terms to renew an annual contract for use of city park land and facilities for youth sports. The contract period is from July 29, 2024 to November 15, 2024.

Due to the construction of the pump house in 2022 at Smith's Fork Park and the size of the youth football program, staff and the club have agreed to continue using the outfield of Smith's Fork Field 1 for flag football practice.

### PREVIOUS ACTION:

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

### POLICY ISSUE:

Click or tap here to enter text.

### FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

### ATTACHMENTS:

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

## **RESOLUTION 1374**

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

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

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

**WHEREAS**, the City and Smithville Warriors Youth Football have met and discussed said fees and the impact they will have on their membership; and

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

**THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE  
ATTACHED AGREEMENT WITH SMITHVILLE WARRIORS YOUTH FOOTBALL  
FOR THE 2024 SEASON.**

**PASSED AND ADOPTED** by the Mayor and Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 16<sup>th</sup> day of July 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

## **AGREEMENT**

**THIS AGREEMENT** was entered into this 16<sup>th</sup> day of July 2024, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City"), and **SMITHVILLE WARRIORS YOUTH FOOTBALL**, a not-for-profit corporation ("Association"), as follows:

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

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

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

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

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

### **FEE**

1. The Association agrees to pay \$2,280 for the fall 2024 season (July 29, to November 15, 2024) before September 1, 2024, for the use of the City's football fields.
2. If payment is not received for the current year's fall season by September 1 of the respective year, all play will be canceled until full payment is received.
3. The Association agrees to pay \$600 for the use of the concession stand/storage buildings at Smith's Fork Park. The Association will have exclusive use of the storage area during the term of this agreement; and exclusive use of the concession area from June 1 to December 1, 2024. The Association will be responsible for all operation costs associated with the building. Nothing is to be stored outside the building at any time. This provision will nullify City Ordinance 2637-08; an agreement between the City and the Association for the construction of the Concession stand/storage building at Smith's Fork Park.

### **USE OF PARKS**

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

- b. Outfield of Smith's Fork Field 1

### **ASSOCIATION'S OBLIGATIONS**

- 5. The Association agrees that it will:

- a. Provide the necessary toiletries and supplies for the restrooms at Smith's Fork Park Spillway on weekends, Saturdays, and Sundays, whenever there are games played.
- b. Routinely clean and keep the interior of the concession building at Smith's Fork Park in an orderly manner during the organization's use and provide the necessary manpower to operate the concession stand. Nothing is to be stored outside at any time.
- c. Assume liability for the Association's own equipment and inventory stored at the concession stand.
- d. Assume liability for any damage caused by frozen pipes inside the concession stand from October 15 to November 15, unless notification is given to the City with 24 hours' notice Monday through Friday of when the concession stand is to be closed.
- e. Will consult the Parks and Recreation Director of any field maintenance proposed by the Association before the field maintenance is started. (i.e., seeding)
- f. Pay for electrical service for existing field lights during the season defined as July 31 through November 15.
- g. Provide the Parks and Recreation Director with a copy of each season schedule before the season begins and notify Parks and Recreation Director of any schedule changes throughout the season.
- h. Provide trash pickup, dump barrels, and pick up and remove litter, at football fields, concession stand, and immediate surrounding areas daily unless deemed unnecessary due to low volume or lack of use.
- i. Remove rope from around the field after each game or practice.
- j. Provide additional portable toilets, if needed, at the association's expense when city restroom facilities are closed.
- k. All Association activities shall occur between the hours of 6:00 a.m. and 11:00 p.m.

## **CITY'S OBLIGATIONS**

6. The City agrees that it will:
  - a. Provide football fields as described above.
  - b. Layout football fields, including painting lines before the season.
  - c. Provide, maintain, and repair the electrical service for existing ball field lights.
  - d. Maintain parking areas at Smith's Fork Park.
  - e. Supply trash cans.
  - f. Paint lines on fields eleven (11) times during the season and provide paint
  - g. Provide access to the concession building as described above.
  - h. Maintain and winterize the irrigation system on the game field
  - i. Winterize concession building

## **OTHER AGREEMENTS**

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

## **ADDITIONAL IMPROVEMENTS**

7. Both parties recognize that the use of the above-mentioned parks is for the general public, and thus, all use thereof is solely with the consent of the City. It is further recognized, however, that the Association would like the City to consider allowing them to provide additional amenities in the park, which would make the Association's use for youth football more beneficial. It is further understood that any permanent improvement placed in the park by the Association, with the City's approval, shall thereafter belong to the City.

## **CONCESSION STAND**

8. City hereby grants to Association the right to operate a concession stand (upon receiving all the necessary state and county approvals, with copies provided to the City) at the Smith's Fork Park out of the concession building located by the football field during the

fall season. Any proposed improvement or modifications to the City's concession building may be made only after specific approval by the Board of Aldermen and the United States Army Corps of Engineers.

### **INDEMNIFICATION**

9. The Association hereby agrees to indemnify and save the City safe and harmless from any liability incurred as a result of the Association's use of the City parks as above set out, and specifically agrees to name the City as an additional party insured on its general liability insurance policy, which shall be in an amount not less than One Million Dollars (\$1,000,000.00) or such higher amount in the future years as the then current sovereign immunity limits of the State of Missouri.

### **ADVERTISING AND FUND-RAISING**

10. The Association has the right to place team banners around the field during the defined season of July 29-November 15, 2024. These banners will be removed after the season.

### **ADA ACCOMMODATIONS**

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

### **BREACH OF CONTRACT**

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

### **CHANGE IN THE USE OF FIELDS**

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



**PUBLIC RESTROOM FACILITIES**

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

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

**CITY OF SMITHVILLE, MISSOURI**

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

**ATTEST:**

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

**SMITHVILLE WARRIORS YOUTH FOOTBALL**

By \_\_\_\_\_



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Parks and Recreation

**AGENDA ITEM:** Resolution 1375 – Acknowledgement of Senior Center Grant Application

---

**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1375, acknowledging Board of Aldermen's support of an application for the Senior Center grant through Clay County Senior Services

**SUMMARY:**

The City is applying for the 2025 Funding Renewal Application for the Smithville Senior Center through Clay County Senior Services (CCSS) for the fiscal year 2025.

The City is applying for a grant to assist in funding the Senior Center's meals, supplies, paper goods, program costs, and personnel. The City has received funding from CCSS since 2013. The total cost of the program is \$150,000 for FY25. The City has requested \$103,000 from CCSS, which would cover full-time personnel with benefits and the increase in meal costs. The City would fund the remaining \$47,000 or 31%.

The City was awarded \$54,050 for FY24. The additional funding request aims to make the Senior Services Coordinator full-time and to extend our offerings to five meals a week. CCSS recommended that if the Coordinator position were made full-time, the City should offer meals five days a week. This adjustment would align our services with other Senior Centers in the Northland, which are open with meals provided five days a week.

Staff should receive an update around October regarding whether the full amount will be covered by CCSS. If the full amount is not covered, staff will provide additional information for discussion with the Board of Aldermen.

**PREVIOUS ACTION:**

CCSS contacts have been approved by the Board of Aldermen since 2013.

**POLICY ISSUE:**

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

**FINANCIAL CONSIDERATIONS:**

The \$103,000 will cover the FT personnel and increased expenses for 5 meals a week.

**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 1375**

### **A RESOLUTION ACKNOWLEDGING THE BOARD OF ALDERMEN'S SUPPORT OF AN APPLICATION FOR THE SENIOR CENTER GRANT THROUGH CLAY COUNTY SENIOR SERVICES**

**WHEREAS**, the City of Smithville desires to offer senior services at the Smithville Senior Center; and

**WHEREAS**, the City of Smithville is applying for a 2025 funding renewal application to fund the senior center meals, supplies, paper goods, program costs, and personnel; and

**WHEREAS**, the City of Smithville has received funding from Clay County Senior Services since 2013; and

**WHEREAS**, the City of Smithville is asking for \$103,000 from Clay County Senior Services to make personnel full-time and extend our offerings to five meals a week.

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

**THAT** the Board is acknowledging support of an application for the Senior Center grant application through Clay County Senior Services grant funding to provide senior services.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this 16<sup>th</sup> day of July 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1376 – Authorization of Purchase of Winter Materials

---

**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1376, authorizing the purchase of winter materials from Hutchinson Salt for the 2024-2025 winter season.

**SUMMARY:**

In an effort to prepare for the upcoming winter season, the streets division is seeking approval to purchase road salt for snow removal and authority from the Board of Aldermen to purchase winter materials as depleted.

Staff recommends using Hutchinson Salt as the salt provider. This provider is part of the Mid-America Regional Council's (MARC) Cooperative Agreement. The City's purchasing policy allows the City to participate in cooperative purchasing agreements. The City of Smithville is listed in the contract. The Board of Aldermen accepted the cooperative purchasing agreement on October 19, 2021. There was a decrease in the cost per ton for road salt. The price for the agreement is now \$58.07 per ton. In 2023, the City used Central Salt, LLC and the pricing was \$77.01.

The streets division anticipates ordering approximately 350 tons of salt for the season. This amount could vary based on the nature of the winter season.

**PREVIOUS ACTION:**

Board approved Resolution 990 on October 19, 2021 accepted the Mid-America Regional Council's Cooperative agreement and authorized the purchase of winter materials.

Board approved Resolution 1099 on August 16, 2022 authorizing the purchase of winter materials from Central Salt LLC, a provider from MARC's Cooperative agreement.

Board approved Resolution 1099 on August 28, 2023 authorizing the purchase of winter materials from Central Salt LLC, a provider from MARC's Cooperative agreement.

**POLICY OBJECTIVE:**

N/A

**FINANCIAL CONSIDERATIONS:**

This expense is accounted for in the FY24 Budget funded by the Transportation Sales Tax at the amount of \$36,000.

**ATTACHMENTS:**

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

- ☒ [Contract](#)
- ☐ Plans
- ☐ Minutes

## **RESOLUTION 1376**

### **A RESOLUTION AUTHORIZING THE PURCHASE OF WINTER MATERIALS FROM HUTCHINSON SALT, LLC FOR THE 2024-2025 WINTER SEASON**

**WHEREAS**, the City's Purchasing Policy allows the City to participate in Cooperative Purchasing agreements; and

**WHEREAS**, the City wishes to continue to participate in this contract.

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

**THAT** the purchase of salt is hereby awarded to Hutchinson Salt, LLC in the amount of \$58.07 per ton.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> of July 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution 1377, adopting the Goals of the Governing Body

---

### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1377, adopting the Goals of the Governing Body.

### **SUMMARY:**

The Board of Aldermen held a Board Retreat on June 13 and 14, 2024 where they reviewed the existing Vision, Key Performance Areas and Goals adopted in 2021. They reviewed the work in achieving the goals outlined at that time as well as the work plan outlined in the Vision and Strategic Action Plan created through a community process and adopted in 2019.

At this time, the Board has identified changes to the vision statement, which is recommended to be: "Smithville builds its future by embracing growth, encouraging commerce and enhancing its natural surroundings."

Three Key Performance Areas (KPA's) were maintained, with definitions refined:

Growth: We nurture our community by attracting and maintaining diverse development.

Community Life: We foster a safe, secure environment that promotes an active, healthy lifestyle for the entire community.

Infrastructure: We plan, build and maintain the necessary road, utilities and strategic land use to prepare for residential and economic growth.

Two remaining KPA's, governing and finance, were retained as values on which the Board achieves its work.

The Board also directed staff to continue working through work plan items outlined in the Vision and Strategic Action Plan.

The Resolution included on the agenda adopts the goals established at the retreat.

### **PREVIOUS ACTION:**

The Board meets in retreat annually. The vision statement, key performance areas and goals were identified in 2018. The 2021 retreat focused on these in light of the Vision and Strategic Action Plan. Over the past two years, staff has worked to implement the recommendations of the Plan.

### **POLICY ISSUE:**

**FINANCIAL CONSIDERATIONS:**

**ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

## **RESOLUTION 1377**

### **A RESOLUTION ADOPTING THE GOALS OF THE GOVERNING BODY**

**WHEREAS**, the Mayor and Board of Aldermen held a Board retreat on June 13 and 14, 2024 to review work in achieving previously identified goals; and

**WHEREAS**, the Board reviewed the existing vision, resulting in recommended changes to the vision to "Smithville builds its future by embracing growth, encouraging commerce and enhancing its natural surroundings."; and

**WHEREAS**, the Board re-affirmed three Key Performance Areas of: Growth, Community Life and Infrastructure and identified governance and finance as values on which the Board achieves its work; and,

**WHEREAS**, the Board defined the Growth KPA: "We nurture our community by attracting and maintaining diverse development"; and

**WHEREAS**, the Board defined the Community Life KPA: "We foster a safe, secure, environment that promotes an active, healthy lifestyle for the entire community"; and

**WHEREAS**, the Board defined the Infrastructure KPA: "We plan, build and maintain the necessary road, utilities and strategic land use to prepare for residential and economic growth"; and

**WHEREAS**, the Board defined Governance: "We act as a cohesive team, providing the human and physical resources for the betterment of the community"; and

**WHEREAS** the Board defined Finance: "We uphold public trust by making fiscally responsible investments in public revenues and resources."

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

**THAT** the Goals of the Governing Body are adopted.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> of July 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk





## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1378, awarding Bid No. 23-12 Downtown Streetscape Phase III

---

**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1378, awarding Bid No. 23-12 to Mega KC Corporation for Downtown Streetscape Phase III in an amount not to exceed \$1,696,100 and authorize a force account of \$50,000.

**SUMMARY:**

This project includes the streetscape elements, sidewalks, brick inlay, street trees, lighting, ornamental fencing on bridge, mill and overlay and bike sharrows on Bridge Street from Church Street to First Street.

The City received a Federal Grant Award of 80% up to \$1,488,000 for the Streetscape Phase III project, the City is responsible for 20% match and construction administration. Mega KC provided a bid of 1,696,000 (80% is 1,356,880 and the City 20% is \$339,220).

Two bids were received on June 18, 2024 (bid tabulation below). The low bid was Mega KC Corporation at \$1,696,100. Staff conducted reference checks, all of whom provided positive feedback regarding the previous work performed by Mega KC. Mega KC also completed Streetscape Phase I for the City.

MODOT has reviewed all the bid documents and concurs with the award.

Contractor	Bid
Mega KC Corporation	\$1,696,100
Amino Brothers Construction	\$1,770,528

**PREVIOUS ACTION:**

N/A

**POLICY ISSUE:**

Infrastructure Maintenance

**FINANCIAL CONSIDERATIONS:**

This project is included in the 2024 Capital Improvement Sales tax budget.

**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: <a href="#">Bid Document</a> |                                   |

## **RESOLUTION 1378**

### **A RESOLUTION AWARDING BID NO. 23-12 TO MEGA KC CORPORATION FOR DOWNTOWN STREETScape PHASE III IN AN AMOUNT NOT TO EXCEED \$1,696,100 AND AUTHORIZE A FORCE ACCOUNT OF \$50,000**

**WHEREAS**, Bids were opened and read aloud on June 18, 2024 for Bid No. 23-12, Downtown Streetscape Phase III; and

**WHEREAS**, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Mega KC Corporation, as the most responsive and best bid received, and the most advantageous to the City in the amount of \$1,696,100.

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

**THAT** Bid No. 23-12 is hereby awarded to Mega KC Corporation in an amount not to exceed \$1,696,100 and the Mayor is authorized to execute the construction contract for the Downtown Streetscape Phase III project with a force account of \$50,000.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 16<sup>th</sup> day of July, 2024.

---

Damien Boley, Mayor

ATTEST:

---

Linda Drummond, City Clerk

**From:** LPASubmit <LPASubmit@modot.mo.gov>  
**Sent:** Wednesday, July 10, 2024 3:32 PM  
**To:** Katie Jardieu; LPASubmit; LPAKCGroup; Chuck Soules  
**Subject:** Concurrence in Award

**Importance:** Low

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



**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

105 West Capitol Avenue  
P.O. Box 270  
Jefferson City, Missouri

1.888.ASK MODOT (2746)

07/10/2024

City of Smithville  
Charles Soules

Re: Concurrence in Award  
TAP-3302(434)  
Downtown Streetscape Phase III

Dear Charles Soules

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to MegaKC Corporation, with a low bid of \$1,696,100.00. MoDOT's External Civil Rights have approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 10%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)  
Fully Executed Contract  
Payment Bond, Performance Bond  
Insurance Certificate  
Signed Worker Eligibility Verification Affidavit  
Signed E-Verify Memorandum of Understanding (MOU)  
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

A handwritten signature in black ink that reads "Ashley Buechter, P.E.".

Ashley Buechter, P.E.  
Assistant State Design Engineer - LPA  
(573)526-6997

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



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1379, Authorizing the Mayor to sign Lease Purchase Agreement for a John Deere 6130M cab tractor and boom mower attachment.

---

### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1379, authorizing the Mayor to sign a lease agreement utilizing the Sourcewell cooperative purchasing agreement for a John Deere 6130M cab tractor and boom mower attachment.

### **SUMMARY:**

The FY24 Budget includes \$46,000 in the General Fund for the Tractor and Boom Mower Lease. The John Deere Tractor and Boom Mower are essential pieces of equipment used by the Streets Division throughout the summer to carry out right-of-way, ditch, and stream bank mowing. This equipment was struck by lightning many years ago and has experienced mechanical/electrical issues since. After the strike, this equipment has become unreliable, experiencing several operational issues, including unexpected shutdowns while in use. Despite efforts by John Deere mechanics to diagnose and fix the problem, a solution remains elusive. Considering the tractor's age, acquired in 2005, it has already served nearly 20 years and accumulated over 8,000 hours of operation.

On August 15, 2023 the Board approved resolution 1252 authorizing staff to purchase order for a John Deere Tractor and Boom Mower.

The City's Municipal Code, Chapter 150 – Purchasing Policy, Section 150.080.C. authorizes staff to utilize cooperative purchasing agreements. Sourcewell (formerly National Joint Powers Alliance), of which the City is a member, holds a competitive contract with Heritage Tractor for a tractor and boom mower attachment that meets the City's needs. The bid has an outright purchase price in the amount of \$200,676.44. It also has a five-year lease option in the amount of \$46,000 per year. The five-year lease option has a purchase option at the end of the lease for \$1.

In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, City staff recommends approving a five-year lease option with Heritage Tractor.

At the end of the five-year lease, City staff will evaluate the purchase option provided in the lease agreement, as well as a new purchase or lease agreement.

### **PREVIOUS ACTION:**

On August 28, 2023, the board approved Resolution 1252 authorizing the City to enter into a lease purchase agreement for a tractor and boom mower attachment.

**POLICY ISSUE:**

Maintaining infrastructure

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Agreement

☐ Contract

☐ Plans

☐ Minutes

## **RESOLUTION 1379**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR A JOHN DEERE 6130M CAB TRACTOR AND BOOM MOWER ATTACHMENT**

**WHEREAS**, the City utilizes a tractor and boom mower to maintain City owned right-of-way, ditches, and streambanks; and

**WHEREAS**, the Fiscal Year 2024 Budget allocated funds for a tractor and boom mower for the Public Works (Street) Department; and

**WHEREAS**, the City Code Section 105.080.C authorizes staff to utilize cooperative purchase agreements, and;

**WHEREAS**, Staff has made the recommendation for a five-year lease agreement with Heritage Tractor from the Sourcewell cooperative purchasing agreement.

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

**THAT** the Mayor is hereby authorized and directed to execute a five-year lease agreement with Heritage Tractor for the John Deere 6130M cab tractor and boom mower attachment in the amount not to exceed \$172,676.44.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July, 2024.

---

Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



**JOHN DEERE**  
FINANCIAL

Application ID: **14169067**  
Version Number: 2

## LEASE PURCHASE AGREEMENT

<u>LESSEE'S NAME AND PHYSICAL ADDRESS</u>			
CITY OF SMITHVILLE 107 W MAIN ST SMITHVILLE, MO 64089-9384	LESSEE'S TAX ID NUMBER **-***0565	LESSEE'S PHONE NO. 816-532-3897	TYPE OF BUSINESS Municipality
LESSEE RESIDES IN (County/State) CLAY, MO		LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each Item of Equipment below	
NAME AND TITLE OF SIGNING OFFICER RICK A. WELCH - FINANCE DIRECTOR			

<u>LESSOR'S NAME AND ADDRESS</u>		PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945		800-828-8297

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

<u>EQUIPMENT LEASED</u>					
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2024	JOHN DEERE	6130M Cab Tractor	SMITHVILLE, MO	CLAY	No
ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
1L06130MLRG216436		1	\$24,664.93	\$128,435.44	
Year	Manufacturer	Equipment Description	Equipment Location	County	Outside City Limits
2024	DIAMOND MOWERS	DBM-C-N 22' REAR CRADLE BOOM MOWER	SMITHVILLE, MO	CLAY	No
ADDITIONAL DETAILS					
Product ID		Engine Hour Meter	Asset Level Payment*	Selling Price	
46283		0	\$13,873.37	\$72,241.00	

\*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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LEASE PAYMENTS				
LEASE TERM START DATE: July 8, 2024 LEASE TERM END DATE: July 8, 2029				
<i>The first Lease Payment Due Date is July 8, 2024 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below</i>				
NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
5	\$38,538.30	\$0.00	\$38,538.30	July 08, 2024

#### Amortization Schedule

Nominal Annual Rate		5.65%			
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	July 8, 2024	\$38,538.30	\$0.00	\$38,538.30	\$134,158.14
2	July 8, 2025	\$38,538.30	\$7,779.35	\$30,758.95	\$103,399.19
3	July 8, 2026	\$38,538.30	\$5,995.73	\$32,542.57	\$70,856.62
4	July 8, 2027	\$38,538.30	\$4,108.71	\$34,429.59	\$36,427.03
5	July 8, 2028	\$38,538.30	\$2,112.27	\$36,426.03	\$1.00

#### TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. **TO THE EXTENT FUNDS HAVE BEEN APPROPRIATED, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 1.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.
- Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply. Lessee has not, during the last 5 years, terminated a lease or transaction similar to this Agreement as a result of a non-appropriation, failure to renew, or for any other reason.
- Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
- Ownership; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) update or correct errors in this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Settlement Nbr: 14169067  
Application ID: 14169067

Equipment Type: C & CE Commercial  
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5. **Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not modify the Equipment (including software), install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) remove any non-financed accessory or device which is not otherwise prohibited under subsection (d) above before lease expiration or earlier termination, without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own. Subject to the terms above and so long as no monetary Event of Default exists under the terms of this Lease, Lessee shall have the right to self-insure the risks that would otherwise be covered by commercial insurance required to be maintained by Lessee by the terms above. If Lessee desires to exercise its right to self-insure, Lessee shall so notify Lessor and Lessee shall thereupon assume the risks of and shall pay from its assets the costs, expenses, damages, claims, losses, and liabilities relating to injury or death to persons or damage to property, if and to the same extent that a third party insurance company would have paid those amounts if the insurance company were insuring those risks under the policy described above.

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

8. **Return of Equipment.** If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.

10. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and if you are in default of subsection (d) of Section 5 above the Termination Value as of the date of such default; (i) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE



12. **Claims.** As between you and us, and to the extent permitted under applicable law, you are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to not bring any action for Claims against us except to the extent caused by our sole negligence, although you reserve the right to bring claims, to the extent applicable, against the manufacturer of the Equipment. You will promptly notify us of all Claims made.

13. **Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and for each fiscal period during the Lease Term, take all necessary action to submit for budget approval any funds required to fulfill your Lease obligations for such period; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the Uniform Commercial Code.

15. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Lease Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE



16. **Governing Law: Jurisdiction Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. TO THE EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

17. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.**

CITY OF SMITHVILLE

By:

(Date Signed)

DAMIEN BOLEY, MAYOR

Accepted By: **Deere Credit, Inc. (Lessor)**

**6400 NW 86th Street, Johnston, IA 50131-6600**

By:

(Date Agreement Signed)

(Authorized Signature)

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

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Settlement Nbr: 14169067  
Application ID: 14169067

Equipment Type: C & CE Commercial  
Version Number: 2

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Revision Date: 27 January 2023





**JOHN DEERE**  
**FINANCIAL**

## Advance Lease Payment Invoice

Due Date:	07/08/2024
Total Due:	\$38,538.30
Purchase Order Number:	

<b>Billing Address:</b>	<b>Updated Billing Information:</b>
CITY OF SMITHVILLE 107 W MAIN ST SMITHVILLE, MO 64089-9384	

**Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.**

Manufacturer	Model	Product ID	Due Date	Payment	Sales/Use Tax	Security Deposit	Total Due At Signing
JOHN DEERE	6130M	1L06130MLRG216436	07/08/2024	\$38,538.30	\$0.00	\$0.00	\$38,538.30

<b>Correspondence Only:</b>	<b>Remit Checks Payable To:</b>
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600  Phone: (800) 828-8297 Fax: (800) 254-0020	Deere Credit, Inc. Attn: Acct. Dept.- ALP Processing PO Box 6600 Johnston, IA 50131-6600

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE PURCHASE AGREEMENT DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

**Every dishonored check will result in a fee of \$25.00 or an amount not to exceed the highest amount permitted by law.**





# JOHN DEERE FINANCIAL

## Automatic Payment Enrollment

☐ I accept Autopay enrollment at this time.

☐ I decline Autopay enrollment at this time.

## Bank Account Information

Name of Person or Entity on Bank Account: \_\_\_\_\_

Type of Account: ☐ Checking ☐ Savings

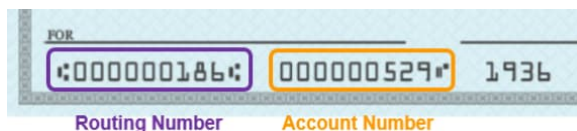
Routing Number # (9 digit): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

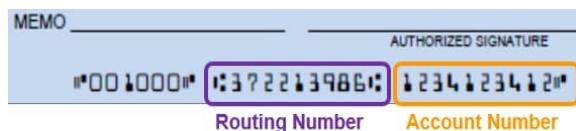
Enrollment Confirmation Email Address: \_\_\_\_\_

**Examples:** (a voided check is not required)

### Personal Check



### Business Check



John Deere Financial Account Number / App ID #	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:
14169067		816-532-3897	07/08/2024

## JOHN DEERE FINANCIAL AUTOMATIC PAYMENT AUTHORIZATION FORM

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial accounts is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operating Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

\_\_\_\_\_  
Bank Account Owner Signature      Date

\_\_\_\_\_  
Bank Account Owner Phone Number





**JOHN DEERE**  
FINANCIAL

# Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

## Seller

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

## Purchaser

Name: CITY OF SMITHVILLE

Address: 107 W MAIN ST, SMITHVILLE, MO 64089-9384

ID Number (If Applicable): \_\_\_\_\_

Exemption Number (if applicable): \_\_\_\_\_

### Description of Item Being Purchased

	Quantity	Year	Manufacturer	Equipment Description
	1	2024	JOHN DEERE	6130M Cab Tractor
	Quantity	Year	Manufacturer	Equipment Description
	1	2024	DIAMOND MOWERS	DBM-C-N 22' REAR CRADLE BOOM MOWER

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

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

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_





# JOHN DEERE FINANCIAL

## Delivery and Acknowledgment

<b>LESSEE:</b>	CITY OF SMITHVILLE 107 W MAIN ST, SMITHVILLE, MO 64089-9384
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the Lease Agreement.

You hereby represent and warrant that: (a) all of the Equipment more fully described in the Lease Agreement was selected by you; (b) all of the Equipment and the Operator's Manuals have been delivered to, and received by, you; (c) you received the manufacturer's written warranty applicable to the Equipment and you understand that your rights are subject to the limitations outlined therein; (d) the safe operation and the proper servicing of the Equipment has been explained to you; (e) all of the Equipment has been inspected by you and is in good working order and repair (operating or otherwise); (f) the Equipment shall be used only for the purpose indicated in the Lease Agreement; (g) all of the Equipment is unconditionally and irrevocably accepted by you for all purposes under the Lease Agreement; and (h) all information you provide to us is true and correct.

Signed by Lessee's duly authorized representative on the date shown below.

CITY OF SMITHVILLE

By:

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
DAMIEN BOLEY, MAYOR





# JOHN DEERE FINANCIAL

## Physical Damage/Liability Insurance

<b>LESSEE:</b>	CITY OF SMITHVILLE 107 W MAIN ST, SMITHVILLE, MO 64089-9384	
<b>LESSOR:</b>	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600	
<b>LIABILITY INSURANCE</b> on the Lease Purchase Agreement will be provided by the following insurance agency:		
Name of Agency: MIDWEST PUBLIC RISK		Phone Number of Agency: 816-292-7525
Mailing Address of Agency: 19400 E VALLEY VIEW PARKWAY, INDEPENDENCE, MO 64055		Fax Number of Agency:
<b>PHYSICAL DAMAGE INSURANCE</b> on the Lease Purchase Agreement will be provided by the following agency:		
Name of Agency: MIDWEST PUBLIC RISK		Phone Number of Agency: 816-292-7525
Mailing Address of Agency: 19400 E VALLEY VIEW PARKWAY, INDEPENDENCE, MO 64055		Fax Number of Agency:
If an insurance certificate is available, in place of the above information, it should be provided to:		
<b>ADDITIONAL INSURED and LOSS PAYEE:</b> Deere Credit, Inc. Its Successors &/or Assigns 6400 NW 86 <sup>th</sup> St Johnston, IA 50131		
I agree and understand that, pursuant to the provisions of Section 6 of the Lease Purchase Agreement, I must at all times (a) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and its successors and assigns) as additional insured; and (b) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of the Lease Purchase Agreement), naming Deere Credit, Inc. (and its successors and assigns) as sole loss payee.		
<b>NOTICES TO LESSEE- DO NOT SIGN THIS PHYSICAL DAMAGE/LIABILITY INSURANCE IN BLANK. YOU ARE ENTITLED TO A COPY OF THE PHYSICAL DAMAGE/LIABILITY INSURANCE AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.</b>		

CITY OF SMITHVILLE

By:

(Date Signed)

RICK A. WELCH, FINANCE DIRECTOR







## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Resolution 1380, Authorizing the Mayor to sign Lease Purchase Agreement for a John Deere 331G Compact Track Loader.

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### **REQUESTED BOARD ACTION:**

A motion to approve Resolution 1380, authorizing the Mayor to sign a lease agreement utilizing the Sourcewell cooperative purchasing agreement for a 2024 John Deere 331G Compact Track Loader.

### **SUMMARY:**

The FY24 Budget allocates \$29,250 in the General Fund for the purchase of a 2019 John Deere 330G skid steer currently leased from Heritage Tractor. This skid steer is essential equipment used by the Streets Division for various tasks, including pothole and asphalt patching, operation of the milling machine, grading, spreading dirt and gravel, using the grapple bucket, and loading salt. It also serves to load and unload pallets with its fork attachment.

The City has leased this equipment since 2019, with the lease set to end in September 2024. There is an option for the city to purchase the equipment for \$29,250. However, due to exposure to salt during winter months, the equipment has deteriorated and shows signs of rust. Additionally, the skid steer will soon need new tires and other maintenance. City staff has been working with Heritage Tractor to explore option for leasing a new piece of equipment.

A new lease for a 2024 John Deere 331G compact track loader for 5 years will cost \$12,660.67 per year, with a purchasing option at the end of the lease for \$51,829.14. Considering the typical wear and tear this equipment undergoes, staff recommends continuing leasing rather than purchasing outright. Staff will assess the equipment's condition at the end of the lease and provide a recommendation to the board accordingly.

The City's Municipal Code, Chapter 150 – Purchasing Policy, Section 150.080.C., authorizes staff to utilize cooperative purchasing agreements. Sourcewell, of which the City is a member, holds a competitive contract with Heritage Tractor for a skid steer that meets the City's needs. City staff recommend approving the five-year lease option with Heritage Tractor. The bid includes an outright purchase price of \$84,350 and a five-year lease option at \$12,660.67 per year (\$63,330 total over five years). The five-year lease option includes a purchase option at the end of the lease for \$51,829.14.

At the end of the five-year lease, City staff will evaluate the purchase option provided in the lease agreement, as well as consider new purchase or lease agreements.

**PREVIOUS ACTION:**

On September 17, 2019, the board approved Resolution 737 authorizing the City to enter into a lease purchase agreement for a Uni-Loader

**POLICY ISSUE:**

Maintaining infrastructure

**FINANCIAL CONSIDERATIONS:**

None

**ATTACHMENTS:**

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

## **RESOLUTION 1380**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR A JOHN DEERE 331G COMPACT TRACK LOADER**

**WHEREAS**, the City utilizes a loader for various public works tasks, including snow removal, pot hole patching, and other maintenance activities; and

**WHEREAS**, the current John Deere 330 Skid Steer leased from John Deere has deteriorated due to exposure to salt; and

**WHEREAS**, the Fiscal Year 2024 Budget allocated \$29,250 for purchasing the leased loader for the Public Works (Street) Department; and

**WHEREAS**, the City Code Section 105.080.C authorizes staff to utilize cooperative purchase agreements; and

**WHEREAS**, Staff has recommended a five-year lease agreement with Heritage Tractor through the Sourcewell cooperative purchasing agreement for a John Deere 331G Compact Track Loader.

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

**THAT** the Mayor is hereby authorized and directed to execute a five-year lease agreement with Heritage Tractor for the John Deere 331G Compact Track Loader in the amount not to exceed \$12,660.67 annually.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July, 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## City Administrator's Report

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July 11, 2024

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### **Earmark Funding for Sewer Projects**

As previously discussed, we've received word that Smithville has been notified of earmark funding for sewer and stormwater projects through the federal budget. The US Army Corps of Engineers will be administering distribution of those funds. Prior to the Fourth of July Holiday, Chuck Soules and Cynthia Wagner met with representatives of the USACE regarding administration of those funds, requirements and disbursement processes. The first year of funds will provide support to the 144<sup>th</sup> Street Pump Station project. As we review the CIP and Combined Water and Wastewater Systems Fund budget in August, staff will provide additional information on this funding source as well as debt issuance timelines.

### **HR Updates**

We are pleased to announce the recent accomplishments of several employees!

- Will Stubbs received his ICC Commercial Building Inspector Certification and has been promoted to Building Inspector III effective June 30, 2024.
- Sergeant Jim Morgan & Officer Kole Kennedy recently completed drone pilot school and both passed their pilots test. This allows our Police Department to deploy cutting-edge drone technology to enhance our capabilities and ensure the safety of our community.
- Levi DeDonder, Streets Maintenance Worker II, passed the MoDOT Local Public Agency (LPA) certification. This will allow for more assistance with the inspections of capital projects in the Public Works Department.

### **Discussions with MoDOT regarding 169 Highway and 188<sup>th</sup> Street Project**

City staff recently met with MODOT to discuss areas of deterioration on Eagle Parkway following the MODOT project on 169 Highway, as well as concerns about sight distance on 188<sup>th</sup> Street at 169 Highway following completion of the project. We will provide further updates as we have information on how these issues will be addressed.

### **Quincy Boulevard Improvement Project**

The Quincy Boulevard project is nearly complete. There were some issues on Pine Street due to insufficient subgrade in the existing road, but the contractor has repaired these areas.

A few items such as clean up are still pending, as well as seeding. There was miscommunication between the contractor and the subcontractor, resulting in hydroseeding being applied two weeks ago. However, we have requested the contractor to return in the fall for reseeding and potential grading, as grass is more likely to succeed under better weather conditions. Residents have been informed of this plan through letters.

### **Winner Avenue Overlay**

The contractor has given notice that they may start milling work in the next couple of weeks.

### **Commercial Street Sidewalks**

The Commercial Street Sidewalk Project bid opening is scheduled for July 30. The plan is to start construction this fall.

### **Citizens Academy**

A reminder that applications for the Citizen's Academy, which will be held this fall, are due by July 31 and may be found [here](#).

### **Chamber Luncheons and Events**

Another reminder, board members are always welcome to attend Chamber events including the monthly luncheon. You can find Chamber events on their [calendar page](#) and register to attend from the calendar, found on their website.



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Police

**AGENDA ITEM:** Bill No. 3034-24, Amending Schedule VII- Stop Signs - 1st Reading

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**REQUESTED BOARD ACTION:**

A motion to approve of Bill 3034-24, amending Schedule VII- Stop Signs, of the Municipal Code of Ordinances. First reading by title only.

**SUMMARY:**

With the addition of sidewalks along Quincy Boulevard, additional stop signs will be needed at the intersection of Quincy Boulevard and Highland Drive. Additionally, the new roads 147<sup>th</sup> Street and Fairview Drive will also require stop signs. Bill No. 3034-24 will add the following locations to Schedule VII - Stop Signs:

Highland Drive, the Northeast corner at Quincy Boulevard  
Highland Drive, the Southwest corner at Quincy Boulevard  
147<sup>th</sup> Street, the Northeast corner at U.S. 169 Highway  
Fairview Drive the Southeast corner at South Commercial Avenue

**PREVIOUS ACTION:**

This schedule was last updated in April of 2021.

**POLICY ISSUE:**

Public Safety

**FINANCIAL CONSIDERATIONS:**

Budget Item.

**ATTACHMENTS:**

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

**BILL NO. 3034-24**

**ORDINANCE NO. 323X-24**

**AN ORDINANCE AMENDING SCHEDULE VII – STOP SIGNS  
OF THE CODES OF ORDINANCES**

**WHEREAS**, the City of Smithville, Missouri Code of Traffic Ordinances regulates the placement of stop signs in certain locations; and

**WHEREAS**, recent installation of sidewalks and addition of streets has required the City of Smithville, Missouri to update the existing Code of Traffic Ordinances Schedule VII for the placement of stop signs at certain locations; and

**WHEREAS**, the safe passage of citizens traveling on the streets of Smithville is supported by the proper placement of stop signs at certain locations; and

**WHEREAS**, the Police Department and the Board of Alderman have considered the requirements and determined that it is in the best interest of the City of Smithville to amend Schedule VII of the Traffic Code of the City of Smithville.

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

Section 1. The following locations are hereby added to Schedule VII, Stop Signs of the Code of Ordinances:

Highland Drive, the Northeast corner at Quincy Boulevard  
Highland Drive, the Southwest corner at Quincy Boulevard  
147<sup>th</sup> Street, the Northeast corner at U.S. 169 Highway  
Fairview Drive the Southeast corner at South Commercial Avenue

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

PASSED THIS 16<sup>th</sup> DAY OF JULY 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

First Reading: 7/16/2024

Second Reading: 8/06/2024





## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Police

**AGENDA ITEM:** Resolution 1381 – Renewal of Towing Services Contract

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1381, renewing the contract in response to Bid No. 20-13 to GT Tow Services for towing services.

**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.

This contract was for a period of three years, with the City having the option to renew this contract for two additional one-year terms upon notice. The initial three-year period for this contract expired on October 31, 2023. The first one-year extension was approved September 5, 2023. Staff recommends renewal for the second one-year period, completing this contract.

**PREVIOUS ACTION:**

On August 28, 2020, the Smithville Board of Aldermen award Bid #20-13 to GT Tow Services.

This item was discussed at the January 16, 2024 work session, where the Board directed staff to bring this contract back for consideration prior to 90 days before the contract's expiration.

Staff anticipates preparation for a new RFP/RFQ process in late winter, with a work session in early spring and the awarding of a new contract by August 2025.

**POLICY OBJECTIVE:**

**FINANCIAL CONSIDERATIONS:**

**ATTACHMENTS:**

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

## **RESOLUTION 1381**

### **A RESOLUTION RENEWING THE 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 additional one 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, 2024.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 16<sup>th</sup> of July 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

<b>Date:</b>	01/16/2024
<b>Prepared By:</b>	Jason Lockridge, Chief of Police
<b>Subject:</b>	Tow Services Discussion

### ***Background and Prior Action***

#### **Recent Actions**

At the July 18, 2023, Board of Aldermen meeting Resolution 1244 was on the agenda to approve a one-year extension of the current contract for tow services, with GT Tow Service in Smithville. A motion was made and seconded to postpone this item for future discussion.

At the August 28, 2023, the Board of Aldermen met to discuss a number of items, to include an RFP for City Tow Services. After further discussion the Board decided to exercise the first one-year extension of the current contract. The Board also directed staff to bring the discussion of recommendations for an RFQ for City Tow Services back for discussion on a future work session.

#### **Historical Background**

Prior to 2015, the police department used a tow rotation that was tracked internally in the squad room. There were issues with trying to manage police tows this way. A review was conducted, and an RFP was issued for services in 2015. Two bids were received and reviewed. In December the Board approved a three-year contract with GT Tow with the option for renewal for two additional one-year extensions. That contract was in effect until 2020, at which time it was put out to bid again. Only one bid was received, from GT Tow. Staff reviewed that proposal and brought forward a recommendation to the Board that the contract be approved for a three-year period, with two additional one-year extensions. The 2015 contract had a cost of \$200 per tow, and that was reduced to \$100 with the 2020 contract.

#### ***Past Service Considerations***

There are several factors considered when soliciting tow bids. These include:

- The ability to respond promptly 24 hours per day, 7 days per week, 365 days per year. A reasonable response time of 15 minutes to be enroute to the scene is expected.
- The ability to handle a variety of requests, from towing a motorcycle to loaded tractor trailer.
- Cooperation with officers on the scene and an understanding of expectations.

- A secure tow lot, with the ability to secure individual vehicles inside as needed.
- Location of the tow lot and where vehicles would be stored.
- Access to tow lot by police personnel, anytime day or night, without a charged fee.
- An office for the public to retrieve vehicles, open at least 8 hours per day, Monday through Friday, excluding holidays.

### ***Past Performance***

There have been no issues with the current vendor over the life of the current contract. Services are provided promptly and efficiently, with a reliable response every time. Any time a detective or officer has needed to secure a vehicle or gain access to one they have cooperated without hesitation. They have the ability to secure and store a vehicle inside as needed. Their office and tow lot being centrally located within the City has been a benefit as well.

### ***Staff Recommendations***

The current process and contract has resulted in a reasonable rate for the citizens of Smithville and others necessitating this service. Thus, it is staff's recommendation to continue with the current contract as outlined, with the option to exercise the second and final extension. A new bidding process should be conducted, prior to the expiration of the current contract, to run similarly to the current process.

## **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:** 7/16/2024

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolution 1382, Site Plan Approval – 14790 North Fairview Drive

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1382, authorizing site plan approval for construction of a 4,273 ft<sup>2</sup> Bank at 14790 North Fairview Drive.

**SUMMARY:**

The applicant submitted a site plan application for construction of a new, permanent Nodaway Valley Bank building at 14790 North Fairview Drive.

The Fairview Crossing North development has an approved preliminary stormwater plan. The applicant submitted a final stormwater plan that confirms the development will reduce the total drainage to the new detention facility to meet our standards. The proposal meets the applicable building design and coloration requirements, a substantial landscape plan, and reduces total traffic to and from Lot 1 and one-half of Lot 2 from the approved TIS limits and is in full compliance.

After review at the July 9, 2024, Planning Commission meeting, the Commission recommended approval of the site plan as described in the staff report.

**PREVIOUS ACTION:**

Fairview Crossing North was approved by Resolution 1194 on March 7, 2023, and one other site plan was approved in 2023 which was recently completed.

**POLICY ISSUE:**

Complies with Codes

**FINANCIAL CONSIDERATIONS:**

None anticipated.

**ATTACHMENTS:**

- |  |   |
|--|---|
| <input type="checkbox"/> Ordinance   | <input type="checkbox"/> Contract                         |
| <input checked="" type="checkbox"/> Resolution   | <input checked="" type="checkbox"/> <a href="#">Plans</a> |
| <input checked="" type="checkbox"/> Staff Report   | <input type="checkbox"/> Minutes                          |
| <input checked="" type="checkbox"/> Other: <a href="#">Planning Commission meeting may be viewed online.</a> |   |

## **RESOLUTION 1382**

### **A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR CONSTRUCTION OF A 4,273 FT<sup>2</sup> BANK BUILDING AT 14790 NORTH FAIRVIEW DRIVE**

**WHEREAS**, the applicant submitted plans for construction of a new bank building to be located at 14790 North Fairview Drive; and

**WHEREAS**, the Planning Commission reviewed the submittal concerning the layout, building materials and colors at its July 9, 2024 meeting; and

**WHEREAS**, the Planning Commission recommends approval of the site plan at 14790 North Fairview Drive as described in the Staff Report.

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

**THAT THE SITE PLAN APPLICATION FOR A NEW BANK AT 14790  
NORTH FAIRVIEW DRIVE.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July, 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



STAFF REPORT  
June 28, 2024  
Site Plan Review of Parcel Id #05-917-00-07-008.02

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Application for a Site Plan Approval

Code Sections:  
400.390 – 400.440                      Site Plan Approval

Property Information:

Address:                                      14790 N. Fairview Dr..  
Owner:                                        Nodaway Valley Bank  
Current Zoning:                            B-3P

Application Date:                           June 14, 2024

GENERAL DESCRIPTION:

Applicant seeks to obtain site plan approval for a 4,273 square foot building on lot 1 of Fairview Crossing North subdivision. Lot 1 was amended to include 60' of Lot 2 in order to accommodate a bank building with 4 drive-thru lanes. The original Lots 1 and 2 has conceptual plan approval for two buildings totaling 12,020 square feet. By reducing the building size, the project is well within the zoning plan limits. This project will also limit the size of any building on Lot 2 from 6,020, to substantially smaller due to the reduced lot size.

Section 400.410 Standard of Review

1. The extent to which the proposal conforms to these regulations.

*Meets the site plan standards*

2. The extent to which the development would be compatible with the surrounding area.

*Compliments the buildings to the east substantially and is similar to the current Central Bank of the Midwest property just a few hundred feet south.*

3. The extent to which the proposal conforms to the provisions of the City's subdivision regulations concerning the design and layout of the development, as well as water system, sewer system, stormwater protection and street improvements.

*The subdivision was created and approved in accordance with the Overlay district process to create the B-3P zoning. The first two buildings to develop have reduced the overall coverage and density approved in the Conceptual plan.*

4. The extent to which the proposal conforms to the policies and provisions of the City's Comprehensive Plan.

*Complies fully by using the conceptual plan provisions that allow modifications to the approved densities if they are reduced.*

5. The extent to which the proposal conforms to the adopted engineering standards of the City.

*The layout includes stormwater detention as approved with the conceptual plan, reduces the total number of vehicles previously subscribed to the lot, and is mindful of a waterline easement along the south portion of the original lot 1.*

6. The extent to which the locations of streets, paths, walkways and driveways are located so as to enhance safety and minimize any adverse traffic impact on the surrounding area.

*Complies.*

7. The extent to which the buildings, structures, walkways, roads, driveways, open space and parking areas have been located to achieve the following objectives:

a. Preserve existing off-site views and create desirable on-site views;

*On-site views will remain substantially commercial in nature from the original strip mall and undeveloped land to the east.*

b. Conserve natural resources and amenities available on the site;

*The site is vacant following the demolition of the strip mall several years ago, so no valuable natural resources existed on lot 1.*

c. Minimize any adverse flood impact;

*Project includes a storm detention basin in accordance with the approved conceptual plan.*

d. Ensure that proposed structures are located on suitable soils;

*The project engineer is aware of the previous building on site and will adjust footings based upon the soil types.*

e. Minimize any adverse environmental impact; and

*No adverse environmental impact is known.*

f. Minimize any present or future cost to the municipality and private providers of utilities in order to adequately provide public utility services to the site.

*All utilities are available on site and engineers have adjusted the site plan to protect a waterline that bisects the revised Lot 1..*

STAFF RECOMMENDATION:



Staff recommends APPROVAL of the proposed Site Plan with the condition that no permit shall issue on the remaining Lots 2 and 3 will revise their traffic impacts based upon the approved TIS.

Respectfully Submitted,

S/Jack Hendrix/S  
Director of Development



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Development

**AGENDA ITEM:** Resolutions 1383 – 1387, Street Name Changes

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**REQUESTED BOARD ACTION:**

A Motion to Approve Resolutions 1383 – 1387 to change various street names.

**SUMMARY:**

Staff identified several street names that were inconsistent with conventional naming and designation practices and confusing for the 911 addressing guide. Approving these items will change the name and/or designation of various streets throughout the city.

Resolution 1383 – 5<sup>th</sup> Street Circle to Old Rock Road

Resolution 1384 – Fourth Street Terrace and 4<sup>th</sup> Street Terrace to Fourth Terrace

Resolution 1385 – Third Street Terrace and 3<sup>rd</sup> Street Terrace to Third Terrace

Resolution 1386 – Commercial Street to Commercial Avenue

Resolution 1387 – Commercial Street to 148<sup>th</sup> Street

**PREVIOUS ACTION:**

These streets were named primarily via plats from 1955 onward and seem to have built upon the confusion. The Commercial Street changes are also due in part to the east/west and north/south portions of the street. No previous review has occurred.

**POLICY OBJECTIVE:**

Improves 911 addressing concerns and makes street names consistent.

**FINANCIAL CONSIDERATIONS:**

Limited impact other than some street signs will need to be changed over time.

**ATTACHMENTS:**

☐ Ordinance

☒ Resolution

☒ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

## **RESOLUTION 1383**

### **A RESOLUTION CHANGING THE NAME OF 5<sup>TH</sup> STREET CIRCLE TO OLD ROCK ROAD**

**WHEREAS**, The City of Smithville has identified several of its streets that have inconsistent or confusing names or designations throughout; and,

**WHEREAS**, renaming or redesignating these streets will avoid confusion and make the street names and designations consistent; and,

**WHEREAS**, the Planning & Zoning Commission reviewed the street names and designations to be clarified at its July 9, 2024 meeting; and,

**WHEREAS**, the Commission then voted to recommend approval of the proposed changes to the Board of Aldermen.

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

**THAT THE STREET NAMED 5<sup>TH</sup> STREET CIRCLE IN THE 1988 PLAT OF  
WEATHERSTONE BE CHANGED TO OLD ROCK ROAD ON THE SIXTIETH  
(60<sup>TH</sup>) DAY FOLLOWING ADOPTION OF THIS RESOLUTION.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **RESOLUTION 1384**

### **A RESOLUTION CHANGING THE NAME OF FOURTH STREET TERRACE AND 4<sup>TH</sup> STREET TERRACE TO FOURTH TERRACE**

**WHEREAS**, The City of Smithville has identified several of its streets that have inconsistent or confusing names or designations throughout; and,

**WHEREAS**, renaming or redesignating these streets will avoid confusion and make the street names and designations consistent; and,

**WHEREAS**, the Planning & Zoning Commission reviewed the street names and designations to be clarified at its July 9, 2024 meeting; and,

**WHEREAS**, the Commission then voted to recommend approval of the proposed changes to the Board of Aldermen.

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

**THAT THE STREET NAMED FOURTH STREET TERRACE IN THE 1955  
WALKER'S ADDITION PLAT, AND THE 1960 MCCOMAS ACRES PLAT, AS  
WELL AS 4<sup>TH</sup> STREET TERRACE IN THE 1988 WEATHERSTONE PLAT BE  
CHANGED TO FOURTH TERRACE ON THE SIXTIETH (60<sup>TH</sup>) DAY  
FOLLOWING ADOPTION OF THIS RESOLUTION.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July 2024.

---

Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## RESOLUTION 1385

### **A RESOLUTION CHANGING THE NAME OF THIRD STREET TERRACE AND 3<sup>RD</sup> STREET TERRACE TO THIRD TERRACE**

**WHEREAS**, The City of Smithville has identified several of its streets that have inconsistent or confusing names or designations throughout; and,

**WHEREAS**, renaming or redesignating these streets will avoid confusion and make the street names and designations consistent; and,

**WHEREAS**, the Planning & Zoning Commission reviewed the street names and designations to be clarified at its July 9, 2024 meeting; and,

**WHEREAS**, the Commission then voted to recommend approval of the proposed changes to the Board of Aldermen.

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

**THAT THE STREET NAMED THIRD STREET TERRACE IN THE 1955  
WALKER'S ADDITION PLAT, AND 3<sup>RD</sup> STREET TERRACE IN THE 1988  
WEATHERSTONE PLAT BE CHANGED TO THIRD TERRACE ON THE  
SIXTIETH (60<sup>TH</sup>) DAY FOLLOWING ADOPTION OF THIS RESOLUTION.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July 2024.

---

Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **RESOLUTION 1386**

### **A RESOLUTION CHANGING THE NAME OF COMMERCIAL STREET FROM SHAMROCK WAY TO CHURCH STREET TO COMMERCIAL AVENUE**

**WHEREAS**, The City of Smithville has identified several of its streets that have inconsistent or confusing names or designations throughout; and,

**WHEREAS**, renaming or redesignating these streets will avoid confusion and make the street names and designations consistent; and,

**WHEREAS**, the Planning & Zoning Commission reviewed the street names and designations to be clarified at its July 9, 2024 meeting; and,

**WHEREAS**, the Commission then voted to recommend approval of the proposed changes to the Board of Aldermen.

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

**THAT THE STREET NAMED COMMERCIAL STREET FROM SHAMROCK WAY TO CHURCH STREET BE CHANGED TO COMMERCIAL AVENUE ON THE SIXTIETH (60<sup>TH</sup>) DAY FOLLOWING ADOPTION OF THIS RESOLUTION.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July 2024.

---

Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

## **RESOLUTION 1387**

### **A RESOLUTION CHANGING THE NAME OF A PORTION OF COMMERCIAL STREET FROM SHAMROCK WAY, WEST TO ITS END POINT TO 148<sup>TH</sup> STREET**

**WHEREAS**, The City of Smithville has identified several of its streets that have inconsistent or confusing names or designations throughout; and,

**WHEREAS**, renaming or redesignating these streets will avoid confusion and make the street names and designations consistent; and,

**WHEREAS**, the Planning & Zoning Commission reviewed the street names and designations to be clarified at its July 9, 2024 meeting; and,

**WHEREAS**, the Commission then voted to recommend approval of the proposed changes to the Board of Aldermen.

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

**THAT THE PORTION OF THE STREET NAMED COMMERCIAL STREET  
FROM SHAMROCK WAY, WEST TO ITS END WEST OF 169 HIGHWAY BE  
CHANGED TO 148<sup>TH</sup> STREET ON THE SIXTIETH (60<sup>TH</sup>) DAY FOLLOWING  
ADOPTION OF THIS RESOLUTION.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2024

**DEPARTMENT:** Administration

**AGENDA ITEM:** Resolution 1389, Liquor License – Kobylski Enterprises, LLC, Kelly Kobylski, Managing Officer, DBA Snack Daddy's

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**REQUESTED BOARD ACTION:**

A motion to approve Resolution 1389, issuing a liquor license to Kobylski Enterprises, LLC, Kelly Kobylski, Managing Officer, doing business as Snack Daddy's at 200 East Main Street.

**SUMMARY:**

Kelly Kobylski, Managing Officer of Kobylski Enterprises, LLC (DBA: Snack Daddy's) has completed a Liquor License Application for his business to be located at 200 East Main Street.

Ms. Kobylski has requested the following licenses:

- Intoxicating Liquor - by the drink

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be July 17, 2024. Ms. Kobylski has remitted payment to cover licensing through June 30, 2025.

**PREVIOUS ACTION:**

N/A

**POLICY ISSUE:**

N/A

**FINANCIAL CONSIDERATIONS:**

N/A

**ATTACHMENTS:**

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



## **RESOLUTION 1389**

### **A RESOLUTION ISSUING A LIQUOR LICENSE TO KOBYSKI ENTERPRISES, LLC, KELLY KOBYSKI, MANAGING OFFICER, DOING BUSINESS AS SNACK DADDY'S AT 200 EAST MAIN STREET**

**WHEREAS**, Kobyski Enterprises, LLC, Kelly Kobyski, Managing Officer, (DBA: Snack Daddy's) has completed the required applications for Intoxicating Liquor by the Drink; and

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

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

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

**THAT LIQUOR LICENSES BE ISSUED A LIQUOR LICENSE TO KOBYSKI ENTERPRISES, LLC, KELLY KOBYSKI, MANAGING OFFICER, DOING BUSINESS AS SNACK DADDY'S AT 200 EAST MAIN STREET.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 16<sup>th</sup> day of July 2024.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

July 11, 2024

Cynthia Wagner:

I have reviewed the liquor application submitted by Kelly Kobylski (Kobylski Enterprises, LLC; DBA Snack Daddy's). I have reviewed Mrs. Kobylski's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

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

Respectfully,



Chief Jason Lockridge



## Board of Aldermen Request for Action

**MEETING DATE:** 7/16/2023

**DEPARTMENT:** Administration and Public Works

**AGENDA ITEM:** Resolution 1389 – Appointment of Special Counsel.

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1389, authorizing the appointment of special counsel Lauber Municipal Law.

**SUMMARY:**

Staff had inquiries from governing body members as well as contact from private utility providers regarding review of the city's water and wastewater operations in order to explore the possibility of the sale of these utility systems. Such a process would be lengthy and would require significant review. Following conversations with City Attorney John Reddoch, it was determined that it would be in the best interest of the City to enlist the services of an attorney with experience in the processes required for review and sale of utility systems. Lauber Municipal Law has attorneys on staff who have been involved in similar utility reviews across the state. Following conversations with representatives of this firm, Mr. Reddoch and staff recommend appointment of Lauber Municipal Law for the purpose of advice and counsel relating to the review and potential sale of the City water and wastewater system.

**PREVIOUS ACTION:**

This is the first step in initiating review of the utility systems to determine the potential sale of those systems.

**POLICY OBJECTIVE:**

Provision of the highest level of services to Smithville residents at the most efficient cost.

**FINANCIAL CONSIDERATIONS:**

Hourly rates of \$260 per hour will be funded through the Combined Water and Wastewater Systems Fund budget.

**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: Engagement Letter (Exhibit A) |                                   |

## **RESOLUTION 1389**

### **A RESOLUTION AUTHORIZING THE APPOINTMENT OF SPECIAL COUNSEL LAUBER MUNICIPAL LAW**

**WHEREAS**, the City needs special advice and counsel with regard to exploring the possible sale of the city water and sewer systems.

**WHEREAS**, Lauber Municipal Law is capable of providing such special counsel services, having done so in the past for other political subdivisions.

**WHEREAS**, Lauber Municipal Law has provided a proposed contract and engagement letter which is overly broad and is clarified as follows:

**WHEREAS**, Lauber Municipal Law has provided a proposed contract and engagement letter which is modified and clarified as follows:

1. Service Provided: Lauber will serve a special counsel to the City for the purposes of advice and counsel on the issue of the sale of the City water and sewer systems; negotiation and drafting of contracts related thereto and all other reasonably related matters.
2. Engagement Letter: Attached hereto as Exhibit A is the Lauber Engagement letter, which is hereby approved, except that services shall be limited to the services set forth in paragraph 1 of this Ordinance above. If the terms of the Engagement Letter differ from the terms hereof in any way, the terms hereof shall control or as otherwise set forth herein.
3. The City is authorized to enter into this special counsel agreement pursuant to §79.230. R.S. Mo.
4. Termination: This agreement shall remain in full force and effect until terminated by the City, which the City may do at any time upon written notice to Lauber.
5. Services will be charged at the standard rate of \$260 per hour subject to the annual adjustments set forth in the engagement letter.
6. General: This agreement shall be deemed to be made in Clay County, Missouri and shall be governed by and construed under Missouri Law.

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

The Mayor or the City Administrator is authorized to execute the engagement letter with Lauber Municipal Law attached to this Resolution as Exhibit A subject to the terms and modifications of this Resolution.

**PASSED AND ADOPTED** by the Mayor and Board of Aldermen and APPROVED by the Mayor of the City of Smithville, Missouri, on the 16<sup>th</sup> day of July 2024.

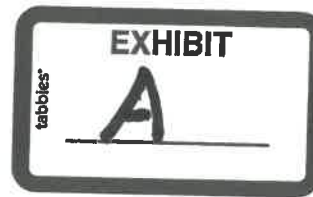
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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## LAUBER MUNICIPAL LAW

*Serving those who serve the public*

April 30, 2024

City of Smithville  
Attn: Cynthia Wagner, City Administrator  
107 W. Main Street  
Smithville, Missouri 64089

**RE: *Special Counsel-General Municipal Legal Services***

Dear Ms. Wagner:

Lauber Municipal Law, LLC (the "Firm") is grateful for the opportunity to provide Special Counsel-General Municipal legal services to the City of Smithville (the "Matters"). I am submitting this letter to you to serve as the written agreement for my firm's engagement to provide legal services to the City concerning the Matters.

The City will be our client for this engagement. I will primarily be responsible for the engagement on behalf of the Firm; however, other experienced municipal attorneys in our firm may also provide legal services pursuant to this engagement. The scope of this engagement will be limited to the provision of legal services for the Matters described above unless otherwise directed by you.

The hourly rate for all attorneys is set at \$260 per hour. Any work completed by law clerks or paralegals (non-attorneys) will be billed at \$100 per hour. The Firm reserves the right to charge an hourly rate less than those indicated in this agreement at its sole discretion. The hourly rates for are subject to annual adjustment as described in the Additional Terms of Engagement. We take seriously what we believe is our responsibility to provide legal services within the City's budgetary resources.

The City is not required to utilize a minimum number of hours each month. We bill the hourly rates in one-tenth hour increments and provide the City with detailed monthly statements after services have been provided.

For economic development matters that are reimbursed by the applicant or project pursuant to a funding agreement, the hourly rate will be at the Firm's then-current economic development rate, which is currently \$320 per hour. Economic development matters not reimbursed by an applicant or project pursuant to a funding agreement will be charged at the standard rate of \$260 per hour.

The enclosed Additional Terms of Engagement will govern the general terms of this relationship unless otherwise agreed to in this engagement letter. If you have any questions concerning

the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact us at your convenience to discuss the matter. Our engagement as special counsel-general municipal legal services will begin upon my receipt of a signed copy of this agreement (by email, fax, U.S. Mail or hand delivery). I look forward to a continued good and productive relationship.

Kindest regards,

**LAUBER MUNICIPAL LAW**



Joseph G. Lauber

**CITY OF SMITHVILLE, MISSOURI**

Accepted and agreed:

By: \_\_\_\_\_  
Cynthia Wagner, City Administrator

Dated: \_\_\_\_\_



## LAUBER MUNICIPAL LAW

*Serving those who serve the public*

### Additional Terms of Engagement

Lauber Municipal Law, LLC (the "Firm"), appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee's Summit, Jefferson City, and Springfield. The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with us whenever you have questions during this engagement.

**Provision of Legal Services.** This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical, or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

**Entire Agreement.** The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties. These documents are intended to supersede all prior documents related to the same matter.

**Expectations.** Upon hiring the Firm, you have put at your disposal the resources of multiple attorneys who practice municipal law exclusively; in essence, you have hired a full law department. To serve the needs of all our municipal clients quickly and efficiently, it is our business practice to attempt to acknowledge all calls and e-mails within one business day of when they are received. We generally prefer that you contact us via e-mail or call our office at (816) 525-7881, unless you have a different arrangement with your primary attorney. Text messages or calls to our cell phones are not as easy to track and should generally be limited to matters requiring immediate attention. Text messages or calls to our cell phones should not be used to communicate general requests for work to be completed. Messages received after 5:00 p.m. will be treated as though received on the following business day. We will make every effort to complete assignments communicated to us using appropriate channels within five business days. If a situation exists that requires a more immediate response or completion date, be sure to communicate this at the time you contact us regarding the matter. Please be sure to allow our attorneys adequate time to review documents and provide solutions prior to your meeting packet deadlines.

**Subcontractors.** From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of authorized City officials.

**Periodic Billings for Legal Services.** It is our policy to render periodic statements for legal services monthly. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon receipt and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 30 days after the invoice date, the Firm reserves the right at its sole discretion to elect to charge a reasonable late fee or to terminate its services, or both, consistent with applicable Rules of Professional Conduct.

**Annual Rate Adjustment.** All hourly rates for legal services provided by the Firm are subject to annual adjustment, at the sole discretion of the Firm, with written notice of at least thirty days.



**Client Disbursements.** Some matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some “client disbursements” represent out-of-pocket charges that the Firm advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your attorney, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, court reporter fees, deposition transcripts, etc., may be billed directly to you by the vendor of such services.

**File Retention.** After the Firm’s services conclude, you may obtain the file for this engagement from the applicable office. If you do not obtain the file, we will retain it for a period of six years after the matter is closed. If you do not obtain the file before the end of the six-year period, the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may obtain the file.

**Disbursements and Other Charges.** We may charge the City for certain expense items listed below that we provide in connection with the legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$0.15 per page (or the Firm’s cost, whichever is less) but only for each page over 100 in number. If the need to utilize an outside copy service arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm’s service agreement with LexisNexis or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm’s actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. Unless we have a different written agreement with you, we will not bill for the first 30 minutes of travel to and from the applicable Firm office to City Hall. To the extent requested by the City, electronic attendance via Zoom or similar video platform is available as a cost-effective substitute for in-person meetings.

Internet Usage. We regularly use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

**Termination of Services.** You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving us 30 days written notice of termination. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by us will be effective upon 30 days written notice delivered to you. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

**Questions.** One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to your primary attorney or one of the Firm’s partners.