



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, August 6, 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 prior to the meeting to be sent the meeting Zoom link.

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Agenda**
 - **Minutes**
 - July 16, 2024, Board of Aldermen Special Session Minutes
 - July 16, 2024, Board of Aldermen Work Session Minutes
 - July 16, 2024, Board of Aldermen Regular Session Minutes

Join Zoom Meeting
<https://us02web.zoom.us/j/84128002358>

Meeting ID: 841 2800 2358
Passcode: **275931**

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. **Committee Reports**
 - Economic Development Committee
5. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

6. **Bill No. 3034-24, Amendment to Schedule VII – Stop Signs – 2nd Reading**
An Ordinance amending Schedule VII - Stops Signs of the Municipal Code Ordinances. 2nd reading by title only.
7. **Bill No. 3035-24, Re-Adopt the Code of Ethics – 1st Reading**
An Ordinance re-adopting the Code of Ethics to comply with Missouri Ethics Commission standards. 1st reading by title only
8. **Bill No. 3036-24, Real Estate Purchase Contract for the Sale of City Property on the Northside of Church Street – 1st Reading**
An Ordinance authorizing the city of Smithville, Missouri real estate purchase contract and authorizing and approving certain documents in connection therewith. 1st reading by title only.
9. **Bill No. 3037-24, Real Estate Purchase Contract for the Sale of City Property on the Southside of Church Street – 1st Reading**
An Ordinance authorizing the city of Smithville, Missouri real estate purchase contract and authorizing and approving certain documents in connection therewith. 1st reading by title only.
10. **Resolution 1390, Renewing Contract Internet Services**
A Resolution renewing a contract with AT&T for internet services.

11. Resolution 1391, Approve Payment to Double Tree Construction

A Resolution approving the payment to Double Tree Construction for repairs to a fire line on Bridge Street.

OTHER MATTERS BEFORE THE BOARD

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. 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.

14. Adjourn





Board of Aldermen Request for Action

MEETING DATE: 8/6/2024

DEPARTMENT: Administration

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
 - July 16, 2024, Board of Aldermen Special Meeting Minutes
 - July 16, 2024, Board of Aldermen Work Session Minutes
 - July 16, 2024, Board of Aldermen Regular Session Minutes

SUMMARY:

Voting to approve would approve the Board of Aldermen minutes.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

**SMITHVILLE BOARD OF ALDERMEN
SPECIAL SESSION**

July 16, 2024 5:00 p.m.
City Hall Council Chambers

1. Call to Order

Mayor Boley called the meeting to order at 4:58 p.m. A quorum of the Board was present: Marvin Atkins, Melissa Wilson, Leeah Shipley, Ronald Russell, Kelly Kobylski and Dan Hartman.

Staff present: Cynthia Wagner, Gina Pate, Chief Lockridge and Linda Drummond.

Megan Miller, Gilmore and Bell was also present.

2. Adjournment to Executive Session Pursuant to Section 610.021(1,2&3) RSMo.

Alderman Atkins moved to adjourn to Executive Session Pursuant to Section 610.021(1,2&3) RSMo. Alderman Russell seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the special session adjourned to the Executive Session at 4:59 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

July 16, 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, Kelly Kobylski and Leeah Shipley. Kelly Kobylski was absent.

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

2. Discussion FY2025 Employee Handbook

Gina Pate, Assistant City Administrator, noted at the Board retreat, we discussed a paid family leave policy. This was going to be in conjunction with employees that use the federal Family Medical Leave Act (FMLA), which provides 12 weeks of unpaid leave per 12 months for qualifying events. Gina noted that currently we have a shared leave program where an employee that has completely exhausted their accruals can apply for shared leave. For example, if an employee has a catastrophic event they are able to ask for additional leave. We allow employees to use their accruals when they are on FMLA.

Gina noted that during the review of the proposed policy, City Attorney John Reddoch voiced some concerns with the implementation of an FMLA policy for paid leave. If anything is added to FMLA, it would also need to be covered by this policy and based on federal law for the paid leave portion, we would have to accept any FMLA leave based on the current federal guidelines.

Per John's guidance, staff is recommending a policy for parental leave only and to be kept at six weeks. Gina noted that she included in the staff report a survey that she sent to 30 surrounding organizations and received ten responses. Their paid leave times varied from four weeks to 12 weeks. This would be for either parent and it would run concurrently with FMLA, specifically for the birth or adoption of a child.

Gina noted that staff is requesting Board feedback and recommendation on the number of weeks. If they recommend six, eight, ten or 12 weeks. Gina explained that this will be brought forward for formal review as an amendment to the Employee Handbook.

Alderman Russell noted that the City of El Dorado has four weeks for the parent who has given birth and one week for spouse or significant other and asked if that was unique.

Gina said that was the only one she saw that had it split like that. Most do both parents with the same number of weeks.

Alderman Russell said that he thought that that was a good practice because the person having the child will need to heal and get better. It seemed to him that is the parent that would need the most time off.

Alderman Atkins said that he was good with the six weeks.

Alderman Shipley said that she likes six weeks across the board for both parents. She respectfully disagreed with Alderman Russell and said she would like both parents to be able to be home with the child for that time.

The Board all agreed to six weeks across the board.

Gina noted that the final policy will be brought forward when we do the Employee Handbook approval.

3. Discussion FY2025 Compensation Plan

Rick Welch, Finance Director, noted that this year staff did a focus on market salary conditions. The City needs to remain competitive to recruit and retain our staff.

During the retreat, staff presented the Board with two scenarios based on our research. Scenario one was an increase of 6% for all employees. Scenario two was a 6% increase for frontline employees and 8% for directors.

At the retreat, the Board requested additional information:

FY2025 Scenarios

- Base salary for all employees.
- Scenario 1: 6% increase for all employees.
- Scenario 2: 6% frontline employees and 8% directors.
- Scenario 3: 8% increase for all employees.
- Scenario 4: 8% increase for directors and 10% for frontline employees.
- Scenario 5: 10% increase for all employees.

FY2025 Assumptions

- Non-supervisory sworn police officers set by FOP Union terms. Sergeants still in discussion.
- Frontline employees: all employees other than Department Directors.
- New base for the addition of assistant city clerk pay.
- Reclassification for one Parks and Recreation position.
- Additional Parks and Recreation maintenance worker position.
- Health Premiums projected at a 15% increase.
- Worker's Compensation projected at a 9% increase.

Retreat FY2025 Compensation Plan Scenarios

Department	Base	FY2025 Scenario 1	FY2025 Scenario 2
Administration	460,929.86	477,631.88	479,834.40
Public Works	784,905.78	831,611.07	833,048.74
Police	1,906,783.54	1,906,783.54	1,911,711.34
Development	436,188.16	460,127.61	462,528.13
Finance	370,113.92	389,171.01	391,605.88
Parks & Rec	449,740.54	473,419.79	475,722.90
Elected Officials	16,337.48	16,337.48	16,337.48
General Fund	4,424,999.29	4,555,082.37	4,570,788.87
\$ Difference		130,083.09	145,789.58
CWWS	1,387,070.74	1,446,573.47	1,450,274.22
Total All Funds	5,812,070.02	6,001,655.84	6,021,063.08
\$ Difference		189,585.82	208,993.06

Post Retreat FY2025 Compensation Plan Updates

	Retreat Base	Updated Base	Difference
Administration	460,929.86	470,760.56	9,830.70
Public Works	784,905.78	797,761.14	12,855.36
Police	1,906,783.54	1,900,237.82	(6,545.72)
Development	436,188.16	456,438.84	20,250.68
Finance	370,113.92	369,949.56	(164.36)
Parks & Rec	449,740.54	540,448.30	90,707.76
Elected Officials	16,337.48	16,337.48	-
General Fund	4,424,999.28	4,551,933.70	126,934.42
CWWS	1,387,070.74	1,420,558.52	33,487.78
Total All Funds	5,812,070.02	5,972,492.22	160,422.20

Updates made after Retreat

- 1) Update to benefits cost, and selecting higher option of two Parks & Rec vacant positions.
- 2) New base for one Development employee, the addition of assistant city clerk pay.
- 3) Reclassification for one Parks and Recreation position.
- 4) New Parks and Recreation position discussed at the retreat. \$63,468 total employee cost.

FY2025 Compensation Scenarios

Department	Base	6% All FY2025 Scenario 1	6% Frontline, 8% Dir FY2025 Scenario 2	8% All FY2025 Scenario 3	8% Dir, 10% Frontline FY2025 Scenario 4	10% All FY2025 Scenario 5
Administration	470,760.56	509,252.87	511,455.38	511,455.38	511,455.38	513,657.89
Public Works	797,761.14	838,187.22	839,624.89	851,662.58	863,700.27	865,137.94
Police	1,900,237.82	1,913,425.04	1,923,521.22	1,925,129.85	1,931,611.18	1,934,398.30
Development	456,438.84	480,602.29	483,002.81	488,656.77	494,310.72	496,711.25
Finance	369,949.56	389,006.64	391,441.51	395,359.00	399,276.49	401,711.36
Parks & Rec	540,448.30	568,639.53	570,942.65	578,036.61	585,130.58	587,433.69
Elected Officials	16,337.48	16,337.48	16,337.48	16,337.48	16,337.48	16,337.48
General Fund	4,551,933.70	4,715,451.07	4,736,325.94	4,766,637.67	4,801,822.10	4,815,387.91
\$ Difference Over Base		163,517.37	184,392.24	214,703.97	249,888.40	263,454.21
CWWS	1,420,558.52	1,495,381.56	1,496,819.24	1,520,322.58	1,543,825.92	1,545,263.60
Total All Funds	5,972,492.22	6,210,832.63	6,233,145.18	6,286,960.25	6,345,648.03	6,360,651.51
\$ Difference Over Base		238,340.42	260,652.96	314,468.03	373,155.81	388,159.29

FY2025 General Fund Base Budget Necessary Operating Increases

- Annual VERF (Vehicle & Equipment Replacement Fund) Financial Support (\$330,000)
- IT Services increase with new contract (\$39,150)
- Smith's Fork Park Lease Payment to Corps of Engineers: Annual Cost Increases from \$53,335 to \$56,002
- Police Overtime: \$44,379 Increase from FY2024 Adopted Budget to FY2025 Proposed Budget

FY2025 General Fund

Funded Items in the Base Budget

Operational Budget Item	Estimated Cost	Considerations
Chamber Contract	\$10,000	Second year of four year contract.
Additional City-Wide Department Training	\$5,000 (Average Annual Addition)	Additional funding has been budgeted for department training resulting from Employee Development Program discussions.
Employee Wellness Program	\$3,500 (Annually)	Identified funding for employee health & wellness initiatives
Neighborhood Beautification Grant	\$25,000 (Annually)	Could the grant money be used to assist with sidewalk program/trail connections?
Police Ballistic Vests Replacement (4)	\$6,000 (Annual Replacement Program)	Replacement of 4 ballistic vests
Operational Budget Item	Estimated Cost	Considerations
Replacement of Four Mobile Data Terminals	\$13,000 (Replacement Program)	Second round of replacing in-car Police MDTs (computers)
City/County Shared Road	\$100,000 (One-Time)	Shared road improvements on 176th
ID Badge Machine	\$2,500 (One-Time)	Use for employees, peddlers license, etc.
9' Boss Plow Attachments (Streets)	\$15,000 (One-Time)	Plow will replace 2011 8' 6" and a 2007 (2 total)
Glock Handgun Replacement	\$18,000 (One-Time)	Replacement of handguns, sights and holsters. Upgrades to red dot sights.
Holding Cell Benches	\$3,500 (One-Time)	Benches for City holding cells.

General Fund

FY2025 Unfunded Requests

Operational Request	Estimated Cost	Considerations
Analytic Data Software	\$7,000	The budget currently includes \$5,000 to continue with Replica agreement. Staff is recommending an upgrade, which could require additional funding.
Marketing	\$3,000	Funding to address marketing opportunities that come up throughout the year.
2024 DirectionFinder Survey	\$15,000	Staff requests Board direction. Last survey was conducted in FY2022.
Campground Road Repair	\$25,000 (One-Time)	Thickened road overlay. Option would be patch repairs at \$25,000.
Fiber to Campground	\$58,000 (One-Time)	Customer requested upgrade of wifi (Parks and Recreation)
Campground Sewer Video	\$10,000 (One-Time)	Assess damage to sewer system

Utilities

FY2025 Unfunded Requests

Operational Request	Estimated Cost	Considerations
Wet Well Wizard (Utilities)	\$26,000 (One-Time)	Product is supposed to eliminate grease and hydrogen sulfide in sewer pump stations.

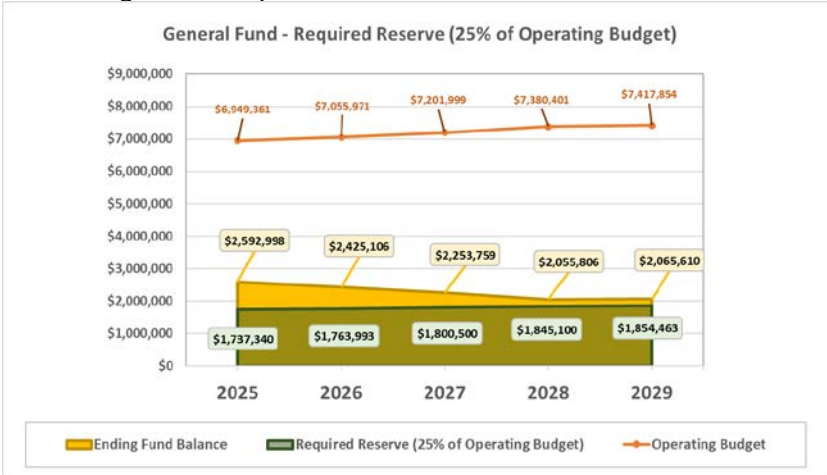
General Fund
FY2025 Personnel Expense
No Change to Compensation

	Actual FY2023	Projected FY2024	Proposed FY2025
Beginning Fund Balance	\$ 3,425,221	\$ 3,949,584	\$ 3,571,524
Total Revenues	\$ 6,569,500	\$ 6,723,110	\$ 6,971,896
Total Expenses	\$ 6,045,137	\$ 7,101,170	\$ 7,950,422
Net Change in Fund Balance	\$ 524,363	\$ (378,060)	\$ (978,526)
Ending Fund Balance	\$ 3,949,584	\$ 3,571,524	\$ 2,592,998

General Fund
5-Year Cashflow
No Change to Compensation



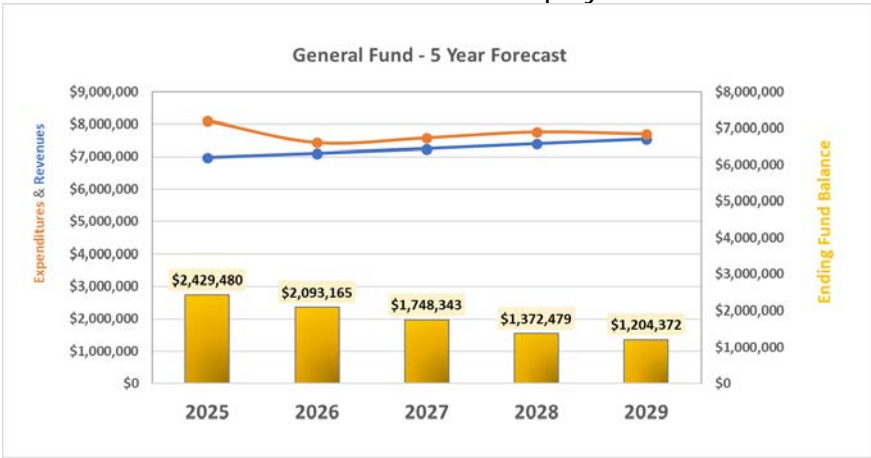
General Fund
Reserve Analysis
No Change to Compensation



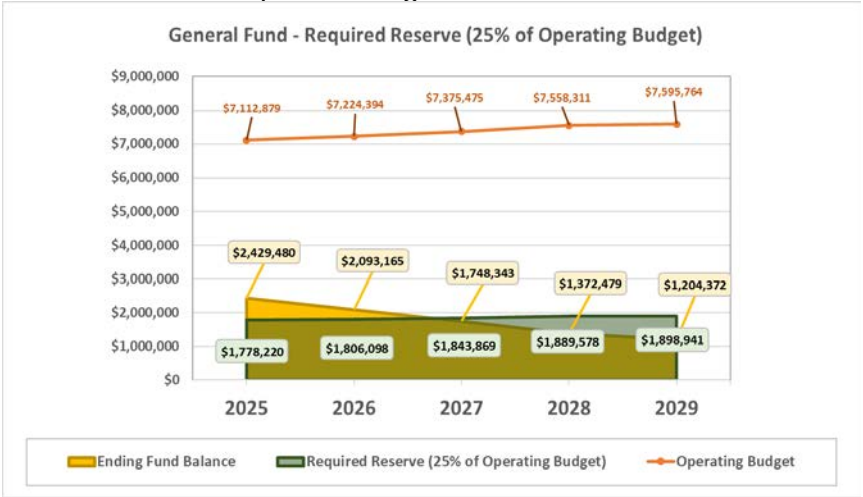
General Fund
 FY2025 DRAFT Proposed Budget
 6% Increase for all Employees

	Actual FY2023	Projected FY2024	Proposed FY2025
Beginning Fund Balance	\$ 3,425,221	\$ 3,949,584	\$ 3,571,524
Total Revenues	\$ 6,569,500	\$ 6,723,110	\$ 6,971,896
Total Expenses	\$ 6,045,137	\$ 7,101,170	\$ 8,113,939
Net Change in Fund Balance	\$ 524,363	\$ (378,060)	\$ (1,142,044)
Ending Fund Balance	\$ 3,949,584	\$ 3,571,524	\$ 2,429,480

General Fund
 5 Year Cashflow 6% Increase for all Employees



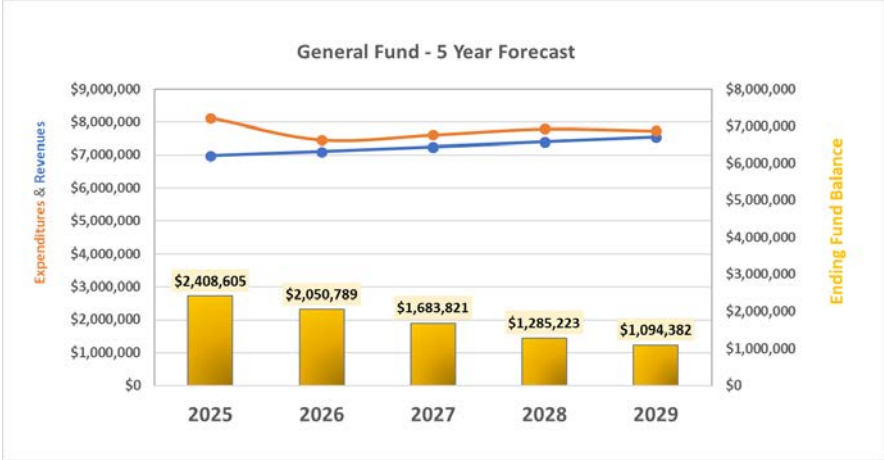
General Fund
 FY2025 DRAFT Proposed Budget 6% Frontline, 8% Directors



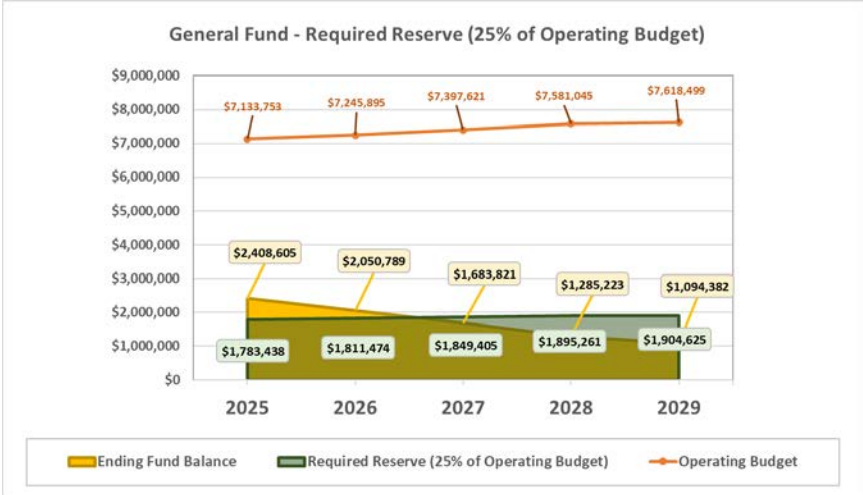
General Fund
 FY2025 DRAFT Proposed Budget 6% Frontline, 8% Directors

	Actual FY2023	Projected FY2024	Proposed FY2025
Beginning Fund Balance	\$ 3,425,221	\$ 3,949,584	\$ 3,571,524
Total Revenues	\$ 6,569,500	\$ 6,723,110	\$ 6,971,896
Total Expenses	\$ 6,045,137	\$ 7,101,170	\$ 8,134,814
Net Change in Fund Balance	\$ 524,363	\$ (378,060)	\$ (1,162,918)
Ending Fund Balance	\$ 3,949,584	\$ 3,571,524	\$ 2,408,605

General Fund
 5 Year Cashflow
 6% Frontline, 8% Directors



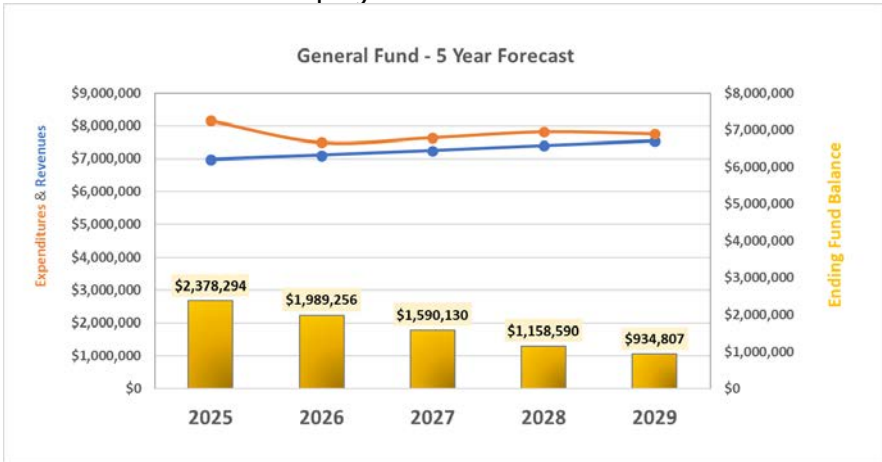
General Fund
 Reserve Analysis
 6% Frontline, 8% Directors



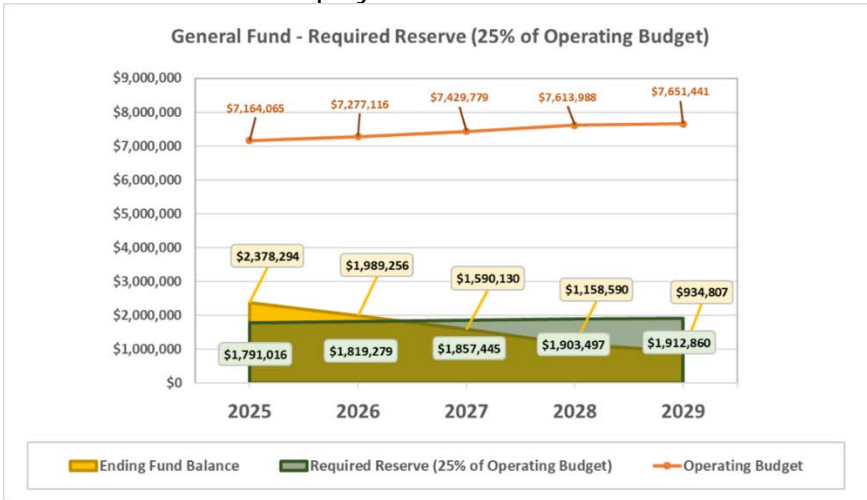
General Fund
 FY2025 DRAFT Proposed Budget
 8% Increase for all Employees

	Actual FY2023	Projected FY2024	Proposed FY2025
Beginning Fund Balance	\$ 3,425,221	\$ 3,949,584	\$ 3,571,524
Total Revenues	\$ 6,569,500	\$ 6,723,110	\$ 6,971,896
Total Expenses	\$ 6,045,137	\$ 7,101,170	\$ 8,165,126
Net Change in Fund Balance	\$ 524,363	\$ (378,060)	\$ (1,193,230)
Ending Fund Balance	\$ 3,949,584	\$ 3,571,524	\$ 2,378,294

General Fund
 5 Year Cashflow
 8% Increase for all Employees



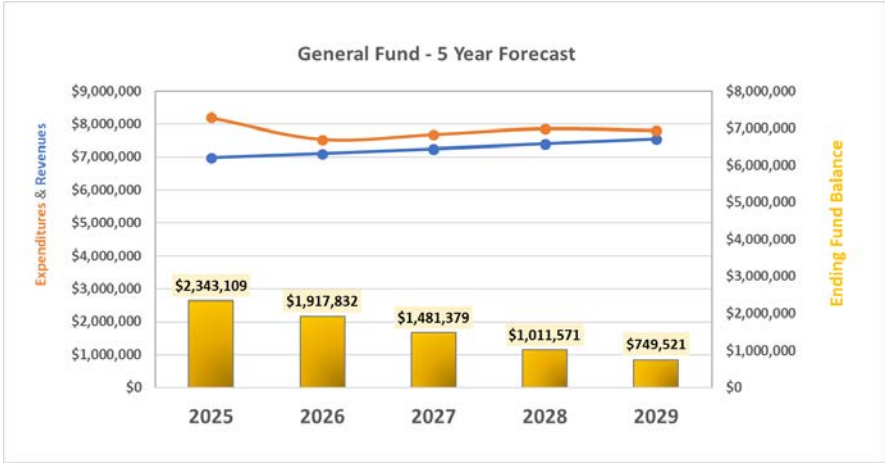
General Fund
 Reserve Analysis
 8% Increase for all Employees



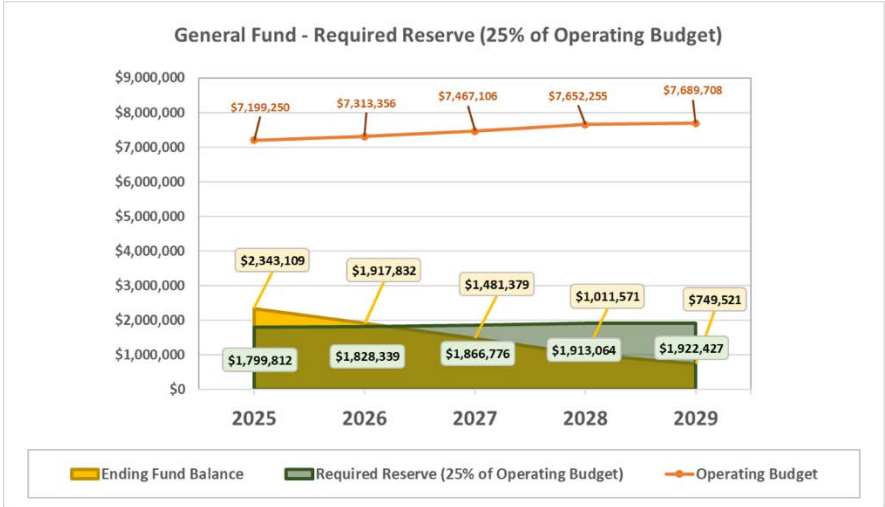
General Fund
 FY2025 DRAFT Proposed Budget
 8% Directors, 10% Frontline

	Actual FY2023	Projected FY2024	Proposed FY2025
Beginning Fund Balance	\$ 3,425,221	\$ 3,949,584	\$ 3,571,524
Total Revenues	\$ 6,569,500	\$ 6,723,110	\$ 6,971,896
Total Expenses	\$ 6,045,137	\$ 7,101,170	\$ 8,200,310
Net Change in Fund Balance	\$ 524,363	\$ (378,060)	\$ (1,228,415)
Ending Fund Balance	\$ 3,949,584	\$ 3,571,524	\$ 2,343,109

General Fund
 5 Year Cashflow
 8% Directors, 10% Frontline



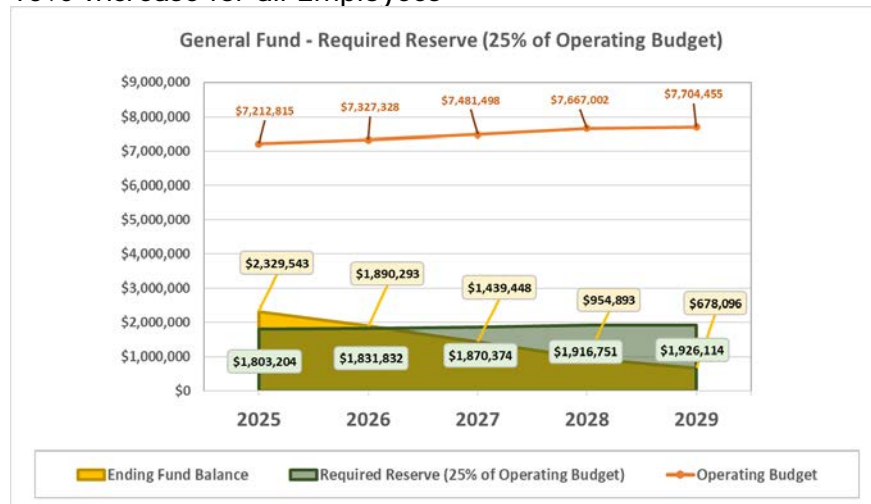
General Fund
 Reserve Analysis
 8% Directors, 10% Frontline



General Fund
FY2025 DRAFT Proposed Budget
10% Increase for all Employees

	Actual FY2023	Projected FY2024	Proposed FY2025
Beginning Fund Balance	\$ 3,425,221	\$ 3,949,584	\$ 3,571,524
Total Revenues	\$ 6,569,500	\$ 6,723,110	\$ 6,971,896
Total Expenses	\$ 6,045,137	\$ 7,101,170	\$ 8,213,876
Net Change in Fund Balance	\$ 524,363	\$ (378,060)	\$ (1,241,980)
Ending Fund Balance	\$ 3,949,584	\$ 3,571,524	\$ 2,329,543

General Fund
Reserve Analysis
10% Increase for all Employees

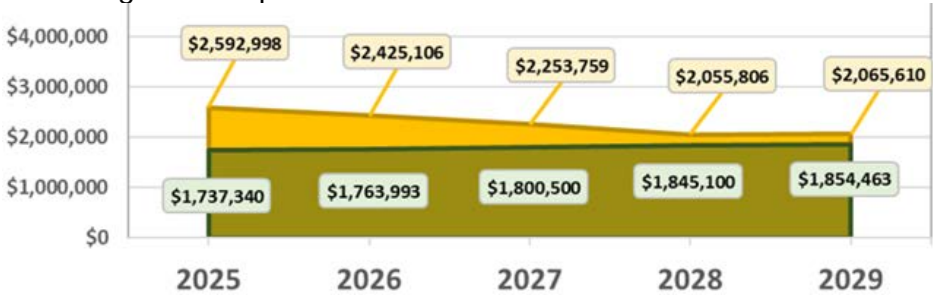


General Fund Plan Comparison
FY2025 Only

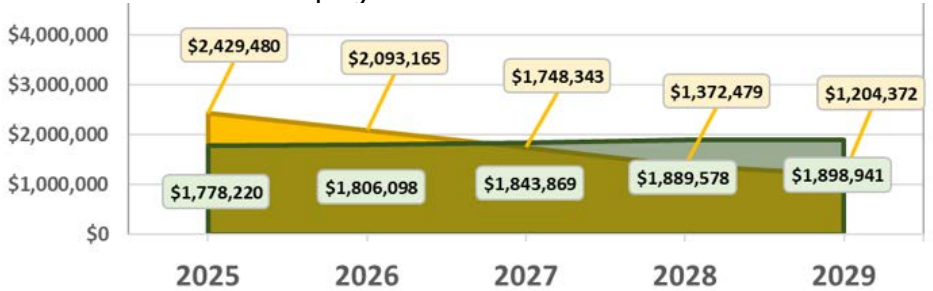
	Base - No Change	6% Increase for all Employees	6% Frontline, 8% Directors	8% Increase for all Employees	8% Directors, 10% Frontline	10% Increase for all Employees
Beginning Fund Balance	3,571,524	3,571,524	3,571,524	3,571,524	3,571,524	3,571,524
Total Revenues	6,971,896	6,971,896	6,971,896	6,971,896	6,971,896	6,971,896
Total Expenses	7,950,422	8,113,939	8,134,814	8,165,126	8,200,310	8,213,876
Net Change in Fund Balance	(978,526)	(1,142,044)	(1,162,918)	(1,193,230)	(1,228,415)	(1,241,980)
Ending Fund Balance	2,592,998	2,429,480	2,408,605	2,378,294	2,343,109	2,329,543

General Fund Plan Comparison
5 Year Reserve Analysis

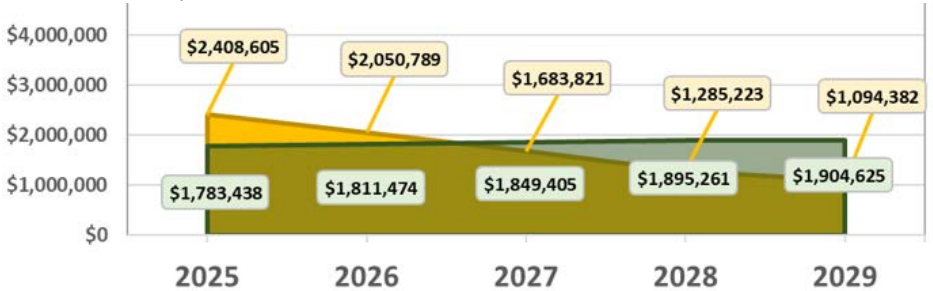
No Change to Compensation



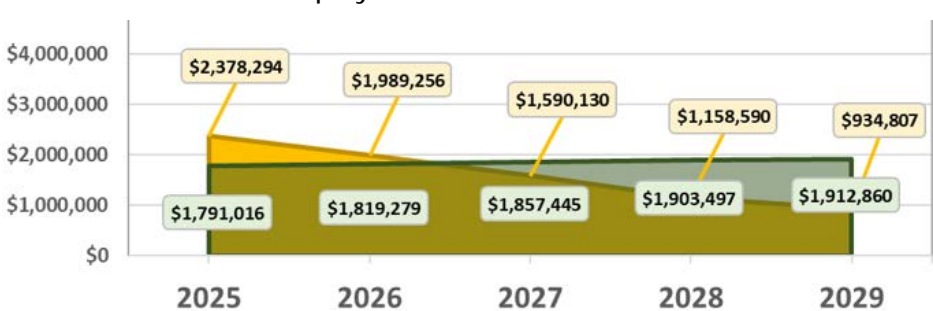
6% Increase for all Employee



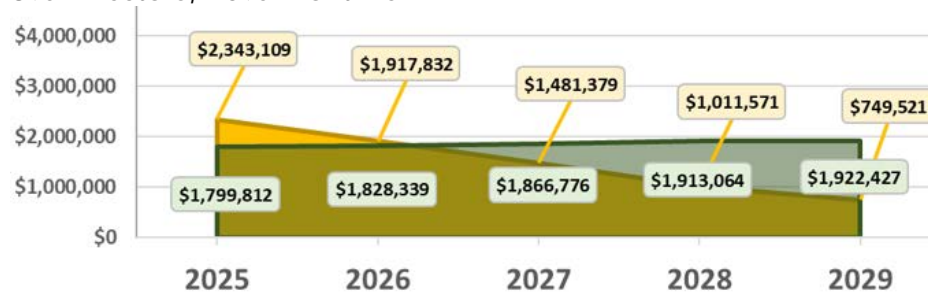
6% Frontline, 8% Directors



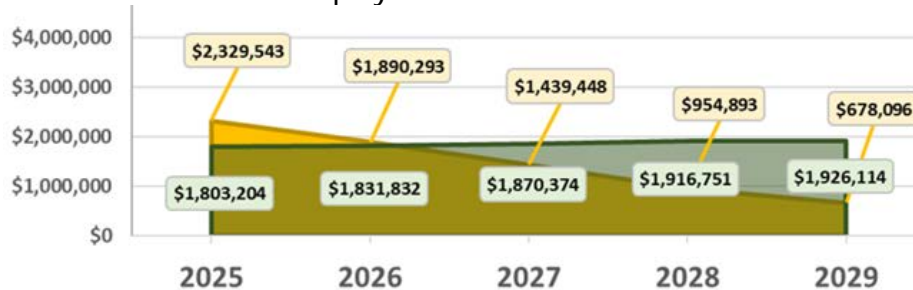
8% Increase for all Employee



8% Directors, 10% Frontline



10% Increase for all Employees



Alderman Hartman asked that Rick provide some background for those watching, since the Board had learned most of this at the retreat. He noted that he would like to reiterate, we are behind other municipalities, it is not a municipalities against municipalities. It is providing a competitive wage for our employees. Alderman Hartman noted that this is going to be a challenge every year.

Rick said that this will be a challenge. Right now, we have a problem recruiting and retaining due to the market and other municipalities around us being more competitive. We are now trying to catch up to market, but salaries is hard because salaries are compounding. Rick explained that staff does feel the need to increase our salary amount because a lot of our competitors are looking at an increase of up to 9%. If we do not increase our pay range, we will be that much more behind, and it will be that much harder to recruit as well as retain.

Alderman Russell said that at the retreat, he was on board with the getting the frontline employees more than the managers and he still feels that way. However, after reviewing this he thinks we need to go back and look at the funded and unfunded items and maybe make some difficult decisions in order to keep the compensation competitive. Alderman Russell said that we need to focus on revenue because right now the projection is looking like we are an hour and a half to bankruptcy. We have already moved the reserve from 40% to 25% since he has been on the Board. Now we are year and a half away from projecting from hitting that line. Alderman Russell thinks the Board should go back and look at some other areas of opportunity to make cuts versus the cutting the employees and not having them right.

Rick noted that the next couple of meetings we will be looking at fees and be able to start incorporating the revenue outlook as well, which should make this look quite a bit better.

Cynthia explained that staff wanted to get this information to the Board for direction but not final direction. There are a lot of additions including the added positions that were discussed at the retreat. Cynthia noted that with annual budget, we do a review on a quarterly basis to see where we are with revenues and expenditures. The information presented just prior to the retreat was the six-month review. In August we will have an update for third quarter. Cynthia noted that some of the development fees are coming in higher than anticipated and we have not updated the sales and use tax revenues that we receive monthly. Staff has done an analysis of our costs for providing services and will be bringing forward recommendations regarding user fees, staff has done an analysis of our costs for providing services.

Alderman Wilson noted that last year at the retreat we were looking at hitting the reserve within the next year or two.

Cynthia noted that interest rates have gone up significantly and that has impacted our budget and given us more revenues and our fund balance is in a better position.

Alderman Wilson also shared that at the retreat Rick was asked what the percentage of the general fund revenue went towards employees and learned that was below what was budgeted. She noted that this is just a vicious circle that you go round and round on how to stay competitive and still take care of all the other financial needs.

Cynthia noted that in 2021 we did a compensation and classification study and got the results back at the same time as many of the communities that we compete with for staff. Since their first initiated studies those communities have made changes and brought the bar higher. Cynthia noted that another community that was doing the compensation and classification study the same time we were and using the same consultant as we did are already revamping theirs with the consultant. Gina did an internal look and provided the information at the retreat pay grade by pay grade on how our ranges compare at the minimum, midpoint and maximum with that market. Cynthia noted that some areas we are very competitive and some areas where we are far behind. This is something we have to constantly look at for the recruiting and retaining of employees.

Alderman Hartman asked if staff was looking for direction from the Board.

Cynthia noted that direction from the Board would give staff something to plug in to the budget to bring forward in August for further discussion.

Alderman Atkins said that he likes either the 6% or 8% across the board.

Alderman Wilson noted that there is not much difference between the percentage's totals.

Cynthia also pointed out that not included in the slides is increasing the salary ranges. Staff is recommending that we increase the increases to employees to one level and then the increase to the range is slightly less so employees can continue to move through those ranges. Cynthia explained that staff had initially provided the information on 6% and 8%, we recommended a 4% increase to those ranges to keep us in the market. Basically, whatever the Board decides on, staff would recommend that 2% differential. For example, a 6% increase would be 4% adjustment ranges, 8% increase would be 6% adjustment range.

Alderman Russell said that there was discussion to look at not just trying to catch up but to get a little ahead.

Cynthia explained that we would have to make it a significant increase to get ahead. 6% and 8% will only keep in the market range.

Alderman Kobylski noted that she like the 10% for the frontline employees and 8% for the directors.

Alderman Hartman said that he feels the reasoning behind that scenario is because the directors are at a higher salary then the frontline workers, so we are trying to bring them up and still be fair and equitable to the directors. He noted that he agrees with Alderman Kobylski 10% for the frontline employees and 8% for the directors.

Alderman Shipley asked if she was reading the numbers correctly that the frontline workers are 2.7% behind the average and directors are 17.9% behind the average.

Cynthia said that was correct.

Alderman Shipley said it seemed to her that the directors are needing a little bit more of an increase since they are significantly behind other municipalities. Alderman Shipley recommended the directors have the higher increase then the frontline workers.

Alderman Wilson made a motion to flip it to 10% directors and 8% frontline workers. Alderman Kobylski seconded the motion.

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared staff will bring forward 10% increase for directors and 8% increase for frontline workers as part of the FY2025 budget discussion.

4. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 7:15 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

July 16, 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 7:16 p.m. following the Work Session. A quorum of the Board was present: Marv Atkins, Melissa Wilson, Kelly Kobylski, Leeah Shipley, Ronald Russell and Dan Hartman.

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

2. Pledge of Allegiance lead by Mayor Boley

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.

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

No discussion.

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

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Alderman Wilson reported on the July 9, Planning and Zoning Commission meeting. They discussed the commercial construction is moving along. They also discussed and approved item numbers eight and nine on the agenda tonight.

5. City Administrator's Report

Cynthia Wagner noted that we applied for funding at the federal level for our wastewater and stormwater projects. We have received word that we will be included in the appropriation for this year's budget to complete work on our sewer system. We are anticipating the funding to be about \$1.5 million but do not know the specific amount yet. Cynthia explained that the funds will come from the Federal Government and the Army Corps of Engineers will be administering the funds. Cynthia and Chuck Soules, Public Works Director, have begun discussions with representative from the Corps on the process for submitting pay apps and things for that earmark. She noted that we applied for this funding for the 144th Street Pump Station project. Cynthia noted that in prior discussions for this project we have discussed funding for those improvements by issuing debt (Certificates of Participation). Cynthia noted that in August, we will have additional discussion of the Combined Water And Wastewater Systems Funds but feel more confident that we can fund the project without issuing debt.

Cynthia noted that there are a number of Human Resources updates included in the City Administrator's Report. We have a number of employees who have obtained certifications, bringing higher levels of skill to the organization and we have also been able to adjust compensation in a number of instances in those areas. We have two conditional offers for positions right now for the park's maintenance position as well as the water treatment manager position. They are in the process of background checks and drug screening.

This afternoon Cynthia, Jack and Gina met with representatives of Synder and Associates that will be doing the South Employment Overlay District and discussed the process for that project and the community and public participation in it, then the review by the Economic Development Committee and the Planning Commission. Jack and Gina will be providing more information on that in the coming weeks. The first meetings will most likely be in August.

Cynthia explained that in the City Administrator's Report she noted that within the next couple of weeks we will see the work on the Winner Avenue milling and overlay project. We received word from Mid-America Regional Council (MARC) late last week that they will be starting this week and have posted it to social media. Public Works is in ensuring to work with the neighborhood and providing information on timing of that project.

Cynthia noted that Matt Denton, Parks Director, along with a representative from Clay County Parks and Recreation and the Smithville School District football coaches worked together to develop an opportunity for community service day for the football team. Yesterday they cleaned up trash in the downtown area, city parks and Clay County parks as part of their

community service day. There were 130 football players out in the heat helping clean up our community. Cynthia gave a shout out to the groups that worked to make that happen and to the football players who did the cleanup.

Cynthia reminded those watching that applications for the Citizens Academy, which will be held this fall, are due July 31.

ORDINANCES & RESOLUTIONS

6. Bill No. 3034-24, Amendment to Schedule VII – Stop Signs – 1st Reading

Alderman Atkins moved to approve Bill No. 3034-24, amending Schedule VII - Stops Signs of the Municipal Code Ordinances. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes –6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3034-24 approved first reading.

7. Resolution 1381 , Renewing Contract for City Tow Services

Alderman Atkins moved to approve Resolution 1381, renewing the contract in response to Bid No. 20-13 to GT Tow Services for towing services. Alderman Hartman seconded the motion.

Public comment.

Kenny Purdue, 7215 Little Platte Road, General Manager for Brad's Towing and Recovery. He requested the City of Smithville send the incumbent tow service a notification no later than July 30, 2024, that the City of Smithville would like to review moving to a tow rotation. He noted that he provided a [letter and information](#) to the City Administrator late this afternoon .

Bradly Trigg, 19201 Switchgrass Drive, the principal owner, founder and CEO of Brad's Towing and Recovery, asked that the City of Smithville, the Smithville Aldermen and the Smithville Police Department send our current tow contract holder a notification no later than July 30, 2024 that the City of Smithville will be moving to a tow rotation. July 30 is technically the absolute final day for this 90 day notice to be sent to the current tow provider for changes or notification to tow provider contract.

Joey Bybee, 5916 North Liston Court, Kansas City, MO, Brads Towing and Recovery Director of Law Enforcement and Government Tow Programs. He noted that Platte County already dispatches to Brad's Towing and your incumbent tow provider so the transition would be seamless for both of our cities and first responders and citizens. He said a fair and unbiased toe rotation for the City of Smithville would help, not hurt, our local city departments. He asked the City to do the due diligence and market research validate that the local tow providers meet the City's requirements and both companies are on a true and fair rotation.

Alderman Atkins asked if last year that we went with GTO for another one-year contract extension due to timing.

Cynthia said yes that last year we were not able to get them the notification in time. In a work session earlier this year, the Board directed staff to extend this contract one more year and in the future look into how we would go forward with this.

Alderman Atkins asked when the current contract actually ends.

Cynthia explained that the current contract ends October 31, 2024. This renewal will end October 31, 2025.

Mayor Boley noted that this will be the final renewal of this contract.

Alderman Wilson requested that maybe in six months we start that process of going forward and maybe look at a possible rotation between the two local tow companies. She noted that she was not sure how the rotation could be worked out, possibly on a monthly basis or on the fees. Alderman Wilson added that there should be a discussion on this.

Mayor Boley said that we could get this on a work session after the budget.

Cynthia said that it is on staff radar based on direction from the Board at the work session.

Mayor Boley noted that we would need to solidify some of the requirements like billing and reporting.

Cynthia noted that would allow staff time to develop an RFP for the next round of process and what that looks like. Cynthia reminded everyone that all our all of our processes have to be awarded that way.

Alderman Kobylski asked if we went to a rotation would it still have to go out for RFP.

Cynthia said yes because we still need the costs from all of the firms that want to be considered.

Mayor Boley explained that we could borrow the rotation process from other cities already using the towing rotation.

Alderman Russell asked if other towing companies were invited to attend this evening or just the two that are represented today.

Mayor Boley explained that no one is invited this is a public meeting and the public is invited.

Cynthia noted that the meeting was posted.

Alderman Russell asked if the two companies in town were notified that we would be discussing this and that this was on the agenda.

Cynthia said that the two companies were notified that this item was on the agenda.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1381 approved.

8. Resolution 1382, Site Plan – 14790 North Fairview

Alderman Atkins moved to approve Resolution 1382, authorizing site plan approval for construction of a 4,273 ft² Bank at 14790 North Fairview Drive. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1382 approved.

9. Resolution 1383 – 1387, Changing Various Street Names

Resolution 1383 - A Resolution changing the name of 5th Street Circle to Old Rock Road.

Resolution 1384 – A Resolution changing the name of Fourth Street Terrace and 4th Street Terrace to Fourth Terrace.

Resolution 1385 – A Resolution changing the name of Third Street Terrace and 3rd 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 1387 – A Resolution changing the name of Commercial Street from Shamrock Way, west to its end point to 148th Street.

Alderman Atkins moved to approve Resolutions 1383-1387, changing various street names. Alderman Hartman seconded motion.

Mayor Boley asked Jack Hendrix, Development Director, to give a background on the reason for the street name changes.

Jack explained that this came out of some conflicts on Commercial where it turns and becomes an east-west and the north-south. When we brought it to the Planning Commission, Alderman Wilson suggested we should see if there are other street name issues. Staff identified the streets listed above and made the recommendations to the Planning Commission. Our goal is based upon MSAG changes, which is the Metro Service Area Guide, that sets up all the addresses for all the utilities, etc. and it also is informed by the 911 database at the Mid-America Regional Council (MARC). They we have to work with them regularly on what the ranges are so that.

Jack noted that the next step in the process, if approved by the Board, is to send out letters to all the people notifying them that sixty days after today's meeting or in this case it will be 30 days after that after we send them a letter so people can start preparing for the change. That letter also goes to 911, to the Sheriff's Office for dispatching in Platte County and in Clay County, the Assessor's office, all the utilities, the post office and then we internally work with Google to get the street names changed. Jack explained that 60 days from tonight, if approved, all these changes would go into effect officially.

Alderman Hartman noted that anytime you make changes in people's lives you will hear about it because nobody likes change. He said that he appreciated Jack explaining it in depth.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolutions 1383-1387 approved.

Alderman Kobylski recused herself from Resolution 1388.

10. Resolution 1388, Liquor License

Alderman Atkins moved to approve Resolution 1388, issuing a liquor license to Kobylski Enterprises, LLC, Kelly Kobylski, Managing Officer, doing business as Snack Daddy's at 200 East Main Street. Alderman Hartman seconded motion.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 1388 approved.

Alderman Kobylski rejoined the meeting.

11. Resolution 1389, Appointment of Special Counsel

Alderman Atkins moved to approve Resolution 1389, authorizing the appointment of Special Counsel Lauber Municipal Law. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1389 approved.

OTHER MATTERS BEFORE THE BOARD

12. Public Comment

None

13. Appointment

The Mayor nominated Terry Hall for the Planning and Zoning Commission, and the Board will vote:

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Terry Hall a member of the Planning and Zoning Commission.

14. New Business from the Floor

None.

15. Adjourn.

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

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

Linda Drummond, City Clerk

Damien Boley, Mayor



City Administrator's Report

August 1, 2024

Diamond Crest Park Update

During June and July, park staff worked with a local contractor for the Diamond Crest Park Restroom building pad. This contractor underwent a staffing change during the process. After meeting the new team member later in July, we received a quote that exceeded our budget. Staff quickly coordinated internally with other City departments to find another contractor. Information has been sent to a new contractor who is now familiar with the project, and we are currently awaiting their quote to construct the restroom building pad. The restroom delivery was pushed to after Labor Day, as the park will not be as congested, and visitors will not be as affected by construction.

Sewer Line Warranty of America

We have received communications from SLWA to inform us of an upcoming price increase for the City of Smithville. This change will only affect current SLWA customers upon renewal of their existing plans starting in November 2024. Customers will be notified of the \$0.50/month increase at least 30 days prior to their renewal, and at that time they will have the ability to contact SLWA with any concerns or questions they may have.



Board of Aldermen Request for Action

MEETING DATE: 7/16/2024

DEPARTMENT: Police

AGENDA ITEM: Bill No. 3034-24, Amending Schedule VII- Stop Signs – 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve of Bill 3034-24, amending Schedule VII- Stop Signs, of the Municipal Code of Ordinances. Second 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 147th 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
147th 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
147th 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 6th DAY OF AUGUST 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 7/16/2024

Second Reading: 8/06/2024



Board of Aldermen Request for Action

MEETING DATE: 8/6/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3035-24, Re-adopt Chapter 135 of the Code of Ordinances for the Code of Ethics – 1st reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3035-24, re-adopting Chapter 135 of the Code of Ordinances for the Code of Ethics. 1st reading by title only.

SUMMARY:

Every two years the Board is required by state law to review and re-adopt its Code of Ethics with election of new Board members. The present form of the Code of Ethics is included in the packet and recommended for re-adoption.

PREVIOUS ACTION:

The Code of Ethics was last approved August 2022.

POLICY OBJECTIVE:

To maintain the integrity of City government and comply with state law.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: RSMo Section 135 | |

BILL NO. 3035-24

ORDINANCE NO. 32XX-24

**AN ORDINANCE RE-ADOPTING CHAPTER 135 OF THE CODE OF ORDINANCES
FOR THE CODE OF ETHICS**

WHEREAS Section 105.485.4 RSMo allows political subdivisions the option of adopting their own method of disclosing conflicts of interest and personal financial disclosure. State laws require that this ordinance/resolution be adopted biennially by September 15th; and

WHEREAS the City currently provides by ordinance in Chapter 135 for procedures for compliance with ethics requirements; and

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

Section 1. Chapter 135 of the Code of Ordinances of the City of Smithville, Missouri is hereby deleted in its entirety, and a new Chapter 135 is hereby enacted, to be read and numbered as follows:

CHAPTER 135: CODE OF ETHICS

SECTION 135.010: DECLARATION OF POLICY

It is the policy of the City of Smithville, Missouri, to uphold, promote and demand ethical conduct from its elected and appointed public officials (hereinafter "public officials"). The citizens and businesses of the City are entitled to have fair, ethical and accountable local government. The City recognizes the importance of codifying and making known to the general public the ethical principles that guide the work of public officials. Public officials of the City are to maintain the highest standards of personal integrity, truthfulness and fairness in carrying out their public duties. In order to fulfill this mission, the City hereby adopts a code of ethics for public officials to assure public confidence in the integrity of local government and its effective and fair operation. Unless specifically defined otherwise, the terms used in Chapter 135 shall be defined as set forth in Section 105.450 R.S.Mo et seq. as now adopted or hereinafter amended.

SECTION 135.020: RESPONSIBILITY OF PUBLIC OFFICE

Stewardship of the public interest shall be the public official's primary concern, working for the common good of the citizens of the City and avoiding actions that are inconsistent with the best interests of the City. All persons, claims and transactions coming before the Board of Aldermen or any City board, commission or committee shall be assured of fair and equal treatment.

SECTION 135.030: COMPLIANCE WITH LAW

Public officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the laws of the nation, State and the City and to carry out

impartially these laws in the performance of their public duties to foster respect for all government. These laws include, but are not limited to, the United States and Missouri Constitutions, the laws of the State of Missouri and City ordinances.

SECTION 135.040: CONDUCT OF OFFICIALS

The professional and personal conduct of public officials shall be above reproach and shall avoid even the appearance of impropriety. Public officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of the Mayor, other members of the Board of Aldermen, boards, commissions, committees, City staff and the public.

SECTION 135.050: PERFORMANCE OF DUTIES

A. Public officials shall perform their duties in accordance with the processes and rules of order as established by the Board of Aldermen, boards, commissions and committees governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the Board of Aldermen by City staff.

SECTION 135.060: PUBLIC MEETINGS

Public officials shall prepare themselves for the public issues, listening courteously and attentively to all public discussion before the body and focus on the business at hand. Public officials shall refrain from interrupting other speakers, making personal comments not relevant to the business of the body or otherwise interfere with the orderly conduct of meetings.

SECTION 135.070: DECISION BASED ON MERIT

Public officials shall base their decisions on the merits and the substance at hand.

SECTION 135.080: COMMUNICATION

Unless otherwise prohibited by law, privilege or the rules of evidence, Public officials shall publicly share with the Board of Aldermen or any boards, commissions and/or committees of the City any substantive information that is relevant to a matter under consideration by said entity of which they have knowledge from any source.

SECTION 135.090: CONFLICT OF INTEREST

- A. In order to assure independence and impartiality on behalf of the common good, public officials shall not use their official positions to influence government decisions in which they have a Substantial Interest or personal relationship, or which may reasonably give rise to the appearance of a conflict of interest or impropriety.
- B. The Mayor or any member of the Board of Aldermen who has a Substantial Interest, in any bill shall disclose on the records of the Board of Aldermen the nature of his or her interest and shall disqualify himself or herself from participation in deliberation or voting on any matters relating to this interest.
- C. Public officials should avoid action, whether or not specifically prohibited, which might reasonably result in or create the appearance of using their public office for private gain.

SECTION 135.100: GIFTS, GRATUITIES AND FAVORS

Public officials shall comply with the requirements of Chapter 105, RSMo relating to the acceptance and reporting of gifts, gratuities and favors.

SECTION 135.110: CONFIDENTIALITY OF INFORMATION

Unless approved by the Board of Aldermen, no elected or appointed Public Official shall disclose or make public any information which is otherwise closed to the Public pursuant to §610.021 R.S.Mo. or otherwise protected from disclosure by Missouri or Federal law. No Public Official shall use or provide information obtained as a result of his or her position for the benefit of the Public Official or the recipient in an advantages position over the general public.

SECTION 135.120: USE OF PUBLIC RESOURCES

A. Unless specifically permitted by City policy, the use of City facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to City business. Public resources may not be used for private gain or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with City policy.

B. A public official shall not utilize the City's name, letterhead, logo or seal for the purpose of endorsing any political candidate, business, commercial product or service.

SECTION 135.130: ADVOCACY

As nonpartisan stewards of the public interest, the Mayor and members of the Board of Aldermen shall not appear on behalf of the private interests of third parties before the Board of Aldermen or any other board, commission, committee or proceeding in the City. Public officials of boards, commissions and committees shall not appear before their own bodies or before the Board of Aldermen on behalf of the private interests of third parties on matter related to the areas of service of their bodies. Public officials shall represent the official policies or positions of the City to the best of their abilities when designated as delegates for this purpose. When representing their individual opinions and positions, public officials shall explicitly state that they do not represent their body or the City and they shall not give the inference that they do.

SECTION 135.140: POLICY ROLE OF MEMBERS

Public officials shall respect and adhere to the City Administrator form of government as outlined in the ordinances, policies and procedures with respect to the City Administrator's relationship to the Board of Aldermen. In this structure, the Board of Aldermen determine the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Individual Board of Aldermen members shall not, except at the direction of the entire Board of Alderman, have any role in the administrative functions of the City or the professional duties of City staff or the implementation of City policy or decisions. This prohibition shall not apply to the Mayor, nor the Mayor Pro Tem acting in the Mayor's absence.

Additionally, this prohibition shall not apply to any individual Board of Aldermen's ability to obtain information reasonably necessary to perform his or her duties.

SECTION 135.150: INDEPENDENCE OF BOARDS, COMMISSIONS AND COMMITTEES

The value of independent advice and recommendations of boards, commissions and committees to the public decision-making process is of such significance that members of the Board of Aldermen should refrain from using their positions to influence the deliberations or outcomes of board, commission and committee proceedings. This prohibition is not meant to include the actions of any Board of Aldermen when acting as a member of any such committee.

SECTION 135.160: BEHAVIOR

All City elected and appointed officials shall conduct themselves in a professional business manner and should refrain from the public use of profane or offensive language so as to reflect well on the City.

SECTION 135.170: POSITIVE WORKPLACE ENVIRONMENT

Public officials shall support the maintenance of a positive and constructive workplace environment for the City employees and for citizens and businesses dealing with the City.

SECTION 135.180: IMPLEMENTATION

The code of ethics for public officials of the City is intended to be self-enforcing. Therefore, it becomes most effective when public officials are thoroughly familiar with it and embrace its provisions. For this reason, these ethical standards shall be included in the regular orientation of candidates for Board of Aldermen, newly elected officials and appointed members of all boards, commissions and committees of the City.

The code of ethics shall be reviewed biannually by the Board of Aldermen. Recommendations received from the review shall be considered by the Board of Aldermen.

SECTION 135.190: COMPLIANCE AND ENFORCEMENT

- A. The City's code of ethics expresses standards of ethical conduct expected for the public officials of the Board of Aldermen, boards, commissions and committees. Public officials themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of the government.
- B. A person making a complaint against a public official for violation of this policy shall submit the complaint, in writing, to the Mayor who shall conduct or cause to be conducted an investigation as he or she reasonably believes is warranted by the complaint. The Mayor may request the aid of the City Attorney, Police or other City employees with said investigation. The Mayor may choose to disregard any anonymous complaint or complaint not based on personal or credible evidence as

determined in the sole discretion of the Mayor. If the Mayor determines that the complaint may warrant disciplinary action by the Board of Alderpersons, the Mayor shall cause a special session of the Board of Alderpersons to be held for the purpose of conducting a hearing with regard to said allegations/complaint. Said hearing to be conducted pursuant to the Missouri Administrative procedures act §536.010 R.S.Mo et seq. as now adopted or hereinafter amended.

- C. Any complaint concerning the Mayor shall be made to the Mayor Pro Tem who shall have the same authority as the Mayor set forth above when reviewing any such complaint.
- D. The Board of Aldermen shall make a final determination upon a majority vote of all members, except for any member of the Board of Aldermen which is the subject of a complaint. The standard of proof required for a final determination of violation of this policy (unless otherwise required by law) shall be a preponderance of the evidence. At the discretion of the Board of Aldermen, sanctions may include private or public reprimand or censure, removal or exclusion from leadership positions, the governing board, and other official positions or duties that do not conflict with Missouri Statutes.

SECTION 135.210: DISCLOSURE REPORTS

Each elected official, the City Clerk, the City Administrator and the Chief Purchasing Officer (if some other individual) shall disclose the following information by May first (1st) regarding any such transactions which were engaged in during the previous calendar year:

1. For such person, and all persons within the first (1st) degree of consanguinity or affinity of such person, the date and identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that such person had with the political subdivision, and other than transfers for no consideration to the political subdivision; (if none, state none) and;
2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision; (if none state none);
3. The City Administrator, City Clerk and the Chief Purchasing officer also shall disclose by May first (1st) for the previous calendar year the following information:

- a. The name and address of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;
- b. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;
- c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION 135.220: FILING OF REPORTS

The reports, in the attached format, shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION 135.230: WHEN FILED

The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

1. Each person appointed to office shall file the statement within thirty (30) days of such appointment.
2. Every other person required to file a financial interest statement shall file the statement annually not later than May first (1st) and December thirty-first (31st); provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December thirty-first (31st) of the covered year until the date of filing of the financial interest statement.

SECTION 135.240: FILING OF ORDINANCE

The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten (10) days of its adoption.

PASSED THIS 20th DAY OF AUGUST 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/06/2024

Second Reading: 08/20/2024

Section 135.010 Declaration of Policy.

[Ord. No. 2895-14 §1, 7-1-2014^[1]; Ord. No. 2954-16 §1, 9-6-2016]

It is the policy of the City of Smithville, Missouri, to uphold, promote and demand ethical conduct from its elected and appointed public officials (hereinafter "public officials"). The citizens and businesses of the City are entitled to have fair, ethical and accountable local government. The City recognizes the importance of codifying and making known to the general public the ethical principles that guide the work of public officials. Public officials of the City are to maintain the highest standards of personal integrity, truthfulness and fairness in carrying out their public duties. In order to fulfill this mission, the City hereby adopts a Code of Ethics for public officials to assure public confidence in the integrity of local government and its effective and fair operation. Unless specifically defined otherwise, the terms used in Chapter [135](#) shall be defined as set forth in Section 105.450, RSMo., et seq., as now adopted or hereinafter amended.

^[1] Editor's Note: Section 1 of this ordinance also repealed former Ch. 135, Code of Ethics, as adopted and amended by Ord. No. 1407 §1, 8-27-1991; Res. of 8-15-1995; Ord. No. 1805-98 §§1 — 2, 8-18-1998; Ord. No. 2022-01 §§1 — 3, 8-21-2001; Ord. No. 2110-02 §§1 — 2, 8-20-2002; Ord. No. 2110-03 §§1 — 2, 8-19-2003; Ord. No. 2303-04 §§1 — 3, 8-17-2004; Ord. No. 2402-05 §§1 — 2, 8-16-2005; Ord. No. 2483-06 §§1 — 2, 8-1-2006; Ord. No. 2568-07 §§1 — 2, 7-17-2007; Ord. No. 2717-09 §§1 — 2, 6-2-2009; Ord. No. 2768-10 §§1 — 2, 9-7-2010; Ord. No. 2844-12 §§1 — 2, 8-7-2012.

Section 135.020 Responsibility of Public Office.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Stewardship of the public interest shall be the public official's primary concern, working for the common good of the citizens of the City and avoiding actions that are inconsistent with the best interests of the City. All persons, claims and transactions coming before the Board of Aldermen or any City board, commission or committee shall be assured of fair and equal treatment.

Section 135.030 Compliance With Laws.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the laws of the nation, State and the City and to carry out impartially these laws in the performance of their public duties to foster respect for all government. These laws include, but are not limited to, the United States and Missouri Constitutions, the laws of the State of Missouri and City ordinances.

Section 135.040 Conduct of Officials.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

The professional and personal conduct of public officials shall be above reproach and shall avoid even the appearance of impropriety. Public officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of the Mayor, other members of the Board of Aldermen, boards, commissions, committees, City staff and the public.

Section 135.050 Performance of Duties.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall perform their duties in accordance with the processes and rules of order as established by the Board of Aldermen, boards, commissions and committees governing the deliberation of public policy issues, meaningful involvement of the public and implementation of policy decisions of the Board of Aldermen by City staff.

Section 135.060 Public Meetings.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall prepare themselves for the public issues, listening courteously and attentively to all public discussion before the body and focus on the business at hand. Public officials shall refrain

from interrupting other speakers, making personal comments not relevant to the business of the body or otherwise interfere with the orderly conduct of meetings.

Section 135.070 Decision Based on Merit.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall base their decisions on the merits and the substance at hand.

Section 135.080 Communication.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Unless otherwise prohibited by law, privilege or the rules of evidence, public officials shall publicly share with the Board of Aldermen or any boards, commissions and/or committees of the City any substantive information that is relevant to a matter under consideration by said entity of which they have knowledge from any source.

Section 135.090 Conflict of Interest.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

A. In order to assure independence and impartiality on behalf of the common good, public officials shall not use their official positions to influence government decisions in which they have a substantial interest or personal relationship, or which may reasonably give rise to the appearance of a conflict of interest or impropriety.

B. The Mayor or any member of the Board of Aldermen who has a substantial interest in any bill shall disclose on the records of the Board of Aldermen the nature of his or her interest and shall disqualify himself or herself from participation in deliberation or voting on any matters relating to this interest.

C. Public officials should avoid action, whether or not specifically prohibited, which might reasonably result in or create the appearance of using their public office for private gain.

Section 135.100 Gifts, Gratuities and Favors.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall comply with the requirements of Chapter 105, RSMo., relating to the acceptance and reporting of gifts, gratuities and favors.

Section 135.110 Confidentiality of Information.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Unless approved by the Board of Aldermen, no elected or appointed public official shall disclose or make public any information which is otherwise closed to the public pursuant to Section 610.021, RSMo. or otherwise protected from disclosure by Missouri or Federal law. No public official shall use or provide information obtained as a result of his or her position for the benefit of the public official or the recipient in an advantageous position over the general public.

Section 135.120 Use of Public Resources.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

A. Unless specifically permitted by City policy, the use of City facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to City business. Public resources may not be used for private gain or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with City policy.

B. A public official shall not utilize the City's name, letterhead, logo or seal for the purpose of endorsing any political candidate, business, commercial product or service.

Section 135.130 Advocacy.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

As nonpartisan stewards of the public interest, the Mayor and members of the Board of Aldermen shall not appear on behalf of the private interests of third parties before the Board of Aldermen or any other board, commission, committee or proceeding in the City. Public officials of boards, commissions and committees shall not appear before their own bodies or before the Board of Aldermen on behalf of the private interests of third parties on matters related to the areas of service of their bodies. Public officials shall represent the official policies or positions of the City to the best of their abilities when designated as delegates for this purpose. When representing their individual opinions and positions, public officials shall explicitly state that they do not represent their body or the City and they shall not give the inference that they do.

Section 135.140 Policy Role of Members.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall respect and adhere to the City Administrator form of government as outlined in the ordinances, policies and procedures with respect to the City Administrator's relationship to the Board of Aldermen. In this structure, the Board of Aldermen determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, committees and City staff. Individual Board of Aldermen members shall not, except at the direction of the entire Board of Aldermen, have any role in the administrative functions of the City or the professional duties of City staff or the implementation of City policy or decisions. This prohibition shall not apply to the Mayor, nor the Mayor Pro Tem acting in the Mayor's absence. Additionally, this prohibition shall not apply to any individual Board of Aldermen's ability to obtain information reasonably necessary to perform his or her duties.

Section 135.150 Independence of Boards, Commissions and Committees.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

The value of independent advice and recommendations of boards, commissions and committees to the public decision-making process is of such significance that members of the Board of Aldermen should refrain from using their positions to influence the deliberations or outcomes of board, commission and committee proceedings. This prohibition is not meant to include the actions of any Board of Aldermen when acting as a member of any such committee.

Section 135.160 Behavior.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

All City elected and appointed officials shall conduct themselves in a professional business manner and should refrain from the public use of profane or offensive language so as to reflect well on the City.

Section 135.170 Positive Workplace Environment.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

Public officials shall support the maintenance of a positive and constructive workplace environment for the City employees and for citizens and businesses dealing with the City.

Section 135.180 Implementation.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

A. The Code of Ethics for public officials of the City is intended to be self-enforcing. Therefore, it becomes most effective when public officials are thoroughly familiar with it and embrace its provisions. For this reason, these ethical standards shall be included in the regular orientation of

candidates for Board of Aldermen, newly elected officials and appointed members of all boards, commissions and committees of the City.

- B. The Code of Ethics shall be reviewed biannually by the Board of Aldermen. Recommendations received from the review shall be considered by the Board of Aldermen.

Section 135.190 Compliance and Enforcement.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]

- A. The City's Code of Ethics expresses standards of ethical conduct expected for the public officials of the Board of Aldermen, boards, commissions and committees. Public officials themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of the government.

- B. A person making a complaint against a public official for violation of this policy shall submit the complaint, in writing, to the Mayor who shall conduct or cause to be conducted an investigation as he or she reasonably believes is warranted by the complaint. The Mayor may request the aid of the City Attorney, Police or other City employees with said investigation. The Mayor may choose to disregard any anonymous complaint or complaint not based on personal or credible evidence as determined in the sole discretion of the Mayor. If the Mayor determines that the complaint may warrant disciplinary action by the Board of Aldermen, the Mayor shall cause a special session of the Board of Aldermen to be held for the purpose of conducting a hearing with regard to said allegations/complaint, said hearing to be conducted pursuant to the Missouri Administrative Procedures Act, Section 536.010, RSMo., et seq., as now adopted or hereinafter amended.

- C. Any complaint concerning the Mayor shall be made to the Mayor Pro Tern who shall have the same authority as the Mayor set forth above when reviewing any such complaint.

- D. The Board of Aldermen shall make a final determination upon a majority vote of all members, except for any member of the Board of Aldermen who is the subject of a complaint. The standard of proof required for a final determination of violation of this policy (unless otherwise required by law) shall be a preponderance of the evidence. At the discretion of the Board of Aldermen, sanctions may include private or public reprimand or censure, removal or exclusion from leadership positions, the governing board, and other official positions or duties that do not conflict with Missouri Statutes.

Section 135.200 (Reserved)

Section 135.210 Disclosure Reports.

[Ord. No. 2895-14 §1, 7-1-2014; Ord. No. 2954-16 §1, 9-6-2016]



Board of Aldermen Request for Action

MEETING DATE: 8/6/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3036-24 - Authorization of a Real Estate Purchase Contract for the Sale of City Property on the Northside of Church Street – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No 3036-24, authorizing the city of Smithville, Missouri real estate purchase contract and authorizing and approving certain documents in connection therewith. 1st reading by title only.

BACKGROUND:

RFP #24-11 Sale of City-Owned Property in Downtown District – Northside of Church Street ("RFP #24-11") includes the two parcels of land adjacent to the Hixson-Klein Funeral Home on the northside of Church Street that is legally described in RFP #24-11 attached hereto (the "Property"). The Property is included within a redevelopment area created pursuant to the 110 Smithville Tax Increment Financing Plan. The Property is currently being used as a public parking lot.

The City awarded RFP #24-11 to 110 Smithville, LLC (the "Buyer") and has been negotiating a Real Estate Purchase Contract with the Buyer (the "Real Estate Contract").

The Real Estate Contract and associated Special Warranty deed includes the restriction that the Property is to remain available to the public from 6 a.m. to 6 p.m. every day, and if this is not adhered to, the Property will revert back to City ownership.

PREVIOUS ACTION:

No prior Board of Aldermen action.

POLICY ISSUE:

The sale of land complies with the Comprehensive Plan, and is in conformance with the 110 Smithville Tax Increment Financing Plan previously approved by the City.

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

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

AN ORDINANCE AUTHORIZING THE CITY OF SMITHVILLE, MISSOURI REAL ESTATE PURCHASE CONTRACT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Smithville, Missouri (the "City") owns real property located in the Downtown District of the City (the "Property"); and

WHEREAS, the City has issued RFP # 24-11 Sale of City-Owned Property in the Downtown District, soliciting sealed proposals to purchase the Property as surplus City-owned property (the "RFP"); and

WHEREAS, in response to the RFP, 110 Smithville, LLC (the "Developer") delivered a Proposal Response Form and bid for the Property (the "Response"); and

WHEREAS, based on the Developer's response and bid as set forth in the Response, the City deemed the Developer the successful bidder under the terms of the RFP; and

WHEREAS, the Board of Aldermen of the City further finds and determines that it is necessary and desirable in connection with the sale of the Property that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Approval of the City Documents. The Real Estate Purchase Contract (the "Real Estate Contract") is hereby approved in substantially the form submitted to and reviewed by the City on the date hereof, with such changes therein as are required by the City's legal counsel and approved by the officers of the City, said officer's execution thereof to be conclusive evidence of the approval thereof.

Section 2. Execution of Documents. The City is hereby authorized to enter into, and the Mayor, the City Administrator and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Real Estate Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Real Estate Contract.

Section 3. Further Authority. The City shall, and the officials and agents of the City, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and the Real Estate Contract, and to carry out, comply with and perform the duties of the City with respect to the Real Estate Contract, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this ____ day of August, 2024.

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/06/2024

Second Reading: 08/20/2024

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the “**Contract**”) is made by and between

the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri (“**City**”), and

110 SMITHVILLE, LLC, a Missouri limited liability company (“**Buyer**”),

dated as of the date on which either party last signs this Contract as dated beneath the parties’ signature (the “**Effective Date**”).

BACKGROUND:

A. City owns the real property located in the Downtown District of the City in Clay County, Missouri, described as follows (the “**Property**”):

Lot 4, except the East 30 feet, and all of Lots 5 and 6, all in Block 2, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri. [TO BE CONFIRMED BY SURVEY]

B. Pursuant to the authority of Missouri law, City has issued **RFP # 24-11 Sale of City-Owned Property in the Downtown District** soliciting sealed proposals to purchase the Property as surplus City-owned Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit A** (the “**RFP**”).

C. In response to the **RFP**, Buyer delivered a detailed Proposal Response Form and bid for the Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit B** (the “**Buyer’s Response**”)

D. Based on Buyer’s response and bid as set forth in the Buyer’s Response, City deemed Buyer the successful bidder under the terms of the **RFP**.

AGREEMENTS:

In consideration of the Purchase Price (defined below), the facts recited above, the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of them, City and Buyer agree as follows:

1. Contract Documents. The Contract between City and Buyer consists of this Contract, incorporating the RFP and the Buyer’s Response. City and Buyer agree that in the event of a conflict in the interpretation of the contract documents, the terms within the contract documents shall be construed or given binding effect in the following order: this Contract, the RFP, the Buyer’s Response.

2. Sale of Property; Condition; Reverter. City agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from City, for the price and upon and subject to the terms, conditions and provisions set forth in this Contract, and upon the express condition that the Property be developed and maintained as a parking lot under the terms and conditions of the

RFP. If for any reason Buyer or its heirs, successors or assigns fail to develop and maintain the Parking Lot pursuant to the terms of the RFP, the property shall revert back to the City.

3. Purchase Price, Earnest Money Deposit. The purchase price (“**Purchase Price**”) for the Property is \$16,726, which Buyer agrees to pay as follows:

(a) \$350.00 in good funds, to be deposited by Buyer within one business day after the Effective Date in the insured trust or escrow account of **Coffelt Land Title, Inc.** 9574 N McGee, Kansas City, Missouri 64155 (the “**Title Company**”), to be held by the Title Company without interest as an earnest money deposit (the “**Earnest Money Deposit**”); and

(b) the balance of \$16,376.00 by federal wire transfer of funds or other certified funds at Closing (defined below), adjusted at Closing for credits, prorations, closing costs and any other adjustments set forth in this Contract and approved by the City and the Buyer.

4. Closing; Possession. Subject to all the terms of this Contract, this transaction will be closed (the “**Closing**”) at the office of the Title Company on September 30, 2024 (the “**Closing Date**”), or a prior date mutually agreed to by the parties, and possession of the Property will be delivered to Buyer upon Closing. An executed copy of this Contract will be delivered to the Title Company by City and will constitute the instructions to the Title Company to complete the Closing.

5. “As-Is” Purchase. Buyer is purchasing the Property **AS IS, WHERE IS, IN ITS PRESENT CONDITION, WITH ALL FAULTS**, patent and latent, and, only except as otherwise expressly stated in this Contract, without any representations or warranties by City or on behalf of City. Buyer represents to City that Buyer knows, has examined and investigated or will, under the provisions of this Contract, examine and investigate to the full satisfaction of Buyer, the physical nature and condition, including environmental condition, of the Property; and agrees that neither City nor any of City’s elected officials, officers, employees, agents, or other representative of City has, except as expressly stated in this Contract, made any representation, promise or warrant whatsoever regarding the Property or any part thereof, including without limiting the generality of the foregoing, any representation as to the physical nature or condition, including environmental condition thereof, restrictions thereon, the value or the financial prospect therefor, its suitability for a particular purpose, or the availability of utilities or access to the Property; and agrees that Buyer executing, delivering, and/or performing this Contract, does not, except as expressly set forth in this Contract, rely upon any statement or information to whomever made or given, directly or indirectly, verbally or in writing, by City or any party purporting to act or speak on behalf of the City. By accepting the deed to the Property at Closing, Buyer shall be deemed to have waived, released, forever discharged from, and agreed not to sue City, its elected officials, officers, employees, agents, or other representative of City, or their respective heirs, personal representatives, successors and assigns, for, any and all claims, actions, suits and proceedings of whatever kind or nature arising out of, as a result of or in connection with the physical or financial condition of the Property or any improvements thereon.

6. Title Insurance; Survey. As soon after the Effective date as reasonably possible, City will cause the Title Company to deliver to Buyer a title insurance commitment (the “**Title Commitment**”) for an extended ALTA Owner’s Policy in the amount of the Purchase Price (the “**Title Policy**”), along with a copy of any exception documents listed in Schedule B of the Title Commitment. If Buyer desires to obtain a survey of the Property (a “**Survey**”), Buyer will order

the Survey not later than 5 days after the Effective Date, and Buyer assumes responsibility for paying for the Survey. The final legal description will be confirmed by the Survey and may be modified without amendment to this Contract. Buyer will have 20 days after receipt of the Title Commitment (the “**Objection Period**”) in which to notify City in writing of any reasonable objections Buyer has regarding any matters shown or referred to in the Title Commitment or the Survey. Any matters which are stated in the Title Commitment or disclosed by the Survey and to which Buyer does not object within the Objection Period will be deemed to be permitted exceptions to the status of City’s title (the “**Permitted Exceptions**”). Regarding items to which Buyer does object within the Objection Period, City will have 30 days after receipt of Buyer’s written notice of objections to cure such objections (“**Title Cure Period**”). If such matters are not corrected within the Title Cure Period, or if City and Buyer have not agreed to extend the Title Cure Period by amending this Contract, Buyer’s sole remedy will be to either accept such title as City is able to deliver, without diminution to the Purchase Price, or to terminate this Contract by written notice to City within 5 days after the expiration of the Title Cure Period. If Buyer does not deliver the notice of termination to City within such 5 days, Buyer will be deemed to have irrevocably waived all objections to title to the Property which were disclosed by the Title Commitment or the Survey, all such matters will be deemed to be Permitted Exceptions, and this Contract will remain in full force and effect and the parties will proceed to close this transaction according to the terms of this Contract. If Buyer delivers a notice of termination of the Contract within 5 days after the expiration of the Title Cure Period, the Earnest Money Deposit will be returned to Buyer and neither party will have any further obligation under this Contract, except as to any obligations that are to survive termination under the express terms of this Contract. Nothing in this Contract will be construed to require City to bring any action or proceeding or otherwise to incur any expense to cure any title or survey objections under the terms of this Contract.

7. Prorations; Closing Costs. As a government entity, City is not subject to general state, county and city taxes and installments of special assessments assessed against its property. To the extent general taxes or assessments are levied or assessed against the property post-Closing, they shall be the sole responsibility of Buyer.

(a) City will pay:

- (i) all expenses in connection with the payment of any encumbrances and recording costs to release any encumbrances which City elects or is obligated to release or satisfy by the terms of this Contract,
- (ii) City’s attorneys’ fees, and
- (iii) the cost of the Title Commitment.

(b) Buyer will pay:

- (i) all charges for the Title Policy, except for the cost of the Title Commitment, but including all costs for extended coverage and endorsements,
- (ii) costs of recording the deed and any loan documents related to financing arranged by Buyer,
- (iii) the cost of any Survey or survey update Buyer obtains,
- (iv) Buyer’s attorneys’ fees,
- (v) any escrow and closing fees charged by the Title Company,
- (vi) Buyer’s expenses for tests and inspections, and

- (vii) any other costs or obligations Buyer has incurred with respect to the property or the purchase transaction.

Otherwise, all expenses accrued prior to and on the Closing Date with respect to the Property shall be paid by City, and all expenses with respect to the Property accruing after the Closing Date shall be paid by Buyer. The agreements of City and Buyer set forth in this Section shall survive the Closing or any termination of this Contract.

8. Physical Inspection.

(a) Buyer may, for a period of up to 30 days after the Effective Date (the “**Inspection Period**”), at Buyer’s cost and expense, cause such engineering and physical tests, inspections, and examinations to be made by firms designated by Buyer with respect to the elevations, topography, soil conditions, storm water drainage, environmental matters (including a Phase I and a Phase II environmental audit), availability of utilities, and all other matters regarding the condition of the Property (collectively, the “**Inspections**”) as Buyer deems reasonably appropriate. Buyer and its designees may enter the Property to perform the Inspections and will be given access to City’s records and personnel at such times and to the extent reasonably necessary to the Inspections. Buyer shall provide at least 48 hours prior notice (by telephone or email) to the City Administrator, or to any other party whom the City may designate, of any proposed entry or inspection of any Property.

(b) Buyer will cause all results and reports (collectively the “**Inspection Results**”) with respect to the Inspections to be completed and delivered to Buyer prior to the expiration of the Inspection Period. If any of the Inspection Results disclose conditions or other matters reasonably unacceptable to Buyer, then Buyer will have the right to terminate this Contract by giving notice to City of its election to do so at any time within the Inspection Period, and shall deliver to City along with such notice a copy of any report demonstrating the reasonably unacceptable condition or matter. If Buyer timely gives such notice to terminate this Contract, the Earnest Money Deposit will be returned to Buyer and, except as to any obligations that are to survive termination under the express terms of this Contract, neither party will have any further obligation or liability to the other under this Contract. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph and thereafter will not have the right to do so.

(c) Buyer agrees, at its sole cost and expense, to repair any damage to the Property arising from the Inspections, including such repairs as are necessary to restore the Property to its original condition prior to the Inspections, and agrees to indemnify and hold harmless City from and against all liability, loss, damages, and expenses (including reasonable attorneys’ fees) for death, bodily injury, personal injury, property damage, or otherwise, arising from or related to the performance of the Inspections by Buyer or its agents, contractors or designees, all such obligation to survive the termination of this Contract or the reversion of the property, notwithstanding any contrary provision in this Contract. Any defense conducted by Buyer of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by City, and approved by the Buyer, and such approval shall not be unreasonably conditioned for withheld. Buyer will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys’ fees and any judgment that may be entered therein.

(d) Prior to Buyer entering the Property to conduct the Inspections, Buyer shall, at Buyer's sole cost and expense, obtain and maintain, or shall cause each of its agents, contractors and designees to obtain, and deliver to City certificates of insurance evidencing, the following insurance coverage,: commercial liability insurance, from an insurer licensed to do business in the State of Missouri, in an amount not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2023 is equal to \$3,258,368 for all claims arising out of a single accident or occurrence and \$488,755 for any one person in a single accident or incurrence). Such policy or policies shall name City as an additional insured party, which insurance shall provide coverage against any claim for personal injury or property damage caused by Buyer or its agents, contractors, designees or employees or contractors in connection with any Inspections.

9. Buyer's Acknowledgment, Representations and Warranties. Buyer represents that Andrew Hood is duly authorized to execute this Contract on behalf of Buyer. Buyer further acknowledges, represents, and warrants that it is familiar with its obligation (pursuant to the terms of the **RFP**) to complete the construction of public parking of at least 42 spaces on the property (the "Public Parking"), and continually thereafter to maintain and operate the Public Parking during business hours from 6 a.m. until 6 p.m. every day, but the Property may be used at all other times exclusively for its customers or tenants or other uses of the Buyer. If Buyer fails to build, maintain, and operate the Public Parking on the Property as required, then the Property will revert back to the City.

10. Closing. The following will be deposited with the Title Company on or before the Closing Date:

(a) City will deposit or cause to be deposited:

- (i) The Deed, in the form of the attached **Exhibit C**, or a form otherwise reasonably acceptable to the Buyer, subject to the reservations and conditions set forth in the RFP and to the Permitted Exceptions (together with such other instruments as may be required by local law in connection with the conveyance of real property), duly executed and acknowledged.
- (ii) A closing statement prepared by the Title Company and executed by City.
- (iii) Such other documents and instruments as City is able to deliver as the Title Company may reasonably require to complete the transaction and issue the Title Policy in conformance with the terms of this Contract.

(b) Buyer will deposit or cause to be deposited:

- (i) By federal wire transfer of funds or other certified funds, an amount equal to the balance of the Purchase Price (as adjusted pursuant to the terms of this Contract).
- (ii) Such documents and instruments as the Title Company may reasonably require evidencing the due organization and valid existence of Buyer and its authority to enter into and fulfil its obligations under this Contract.
- (iii) A closing statement prepared by the Title Company and executed by Buyer; and
- (iv) Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(c) Upon receipt of all of the documents and funds described in Paragraph (b), above, the Title Company will (i) record the Deed; (ii) disburse funds as shown in City's closing

statement; (iii) deliver to Buyer the Title Policy, the original Deed, as recorded, and a copy of Buyer's closing statement executed Buyer; and (iv) deliver to City a photocopy of the Deed, as recorded, and a copy of City's closing statement.

11. Default. City or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.

(a) If City defaults, including being unable to deliver title to the Property as contemplated by this Contract, Buyer will have the option as Buyer's sole remedy and relief, to take such title as City can give, or of terminating this Contract, in which event the Earnest Money Deposit will be returned by the Title Company to Buyer.

(b) If Buyer defaults, City may, as City's sole remedy and relief hereunder, terminate this Contract and thereupon be entitled to receive the Earnest Money Deposit as liquidated damages (and not as a penalty). City and Buyer have made the above provision for liquidated damages because it would be difficult to calculate on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to City for such breach.

12. Notice. All notices required under this Contract and all approvals and other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by courier (guarantying next day delivery), delivered by facsimile transmission to the number herein, emailed, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

Cynthia Wagner and Gina Page,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089

Email: cwagner@smithvillemo.org; gpate@smithvillemo.org

With copy to:

Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty, Missouri 64068
Attn: John Reddoch

Email: johnr@krsr.net

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

Email: mmiller@gilmorebell.com

If to Buyer:

110 Smithville, LLC
106 West Main Street
Smithville, Missouri 64089
Attn: Eric Craig

With copy to:

Levy Craig Law Firm
4520 Main Street, Ste. 400
Kansas City, Missouri 64111
Attn: Andrew Lonard

Email: AWL@levycraig.com

Any notice will be deemed given 2 days after the date such notice is mailed as provided above, or on the day of hand-delivery or facsimile transmission.

13. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Missouri. Any action regarding or arising out of the terms and conditions of this Contract shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other, and the parties submit to such jurisdiction and venue.

14. Binding Effect. This Contract will be binding upon and, subject to the provisions of Section 16 below regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Brokers. Buyer represents and warrants to City that it has had no dealings with any broker or agent in connection with this transaction. Buyer agrees to indemnify and hold City harmless from any cost or expense (including commissions due or claimed to be due by any licensed real estate broker), including reasonable attorneys' fees, arising from the failure of Buyer's representation in the preceding sentence, which obligation will survive Closing or termination of this Contract.

16. Assignment. Buyer may not assign or transfer Buyer's rights or obligations under this Contract without City's consent, which may be withheld or delayed at City's sole discretion. No assignment of this Contract by Buyer shall release Buyer of Buyer's obligations to City under this Contract.

17. Entire Agreement; Modifications. This Contract contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by City and Buyer.

18. Time of Performance. If the time for performance of any obligations or satisfaction of any condition hereunder falls on a Saturday, Sunday or a day which is a Missouri state or federal holiday, the time for performance of such obligations or satisfaction of such condition shall be extended to the next day which is not a Saturday, Sunday or Missouri state or federal holiday.

19. Waiver. The waiver by either party of any term, covenant, or condition of this Contract 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 party granting the waiver, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by the other party.

20. Condition Precedent; Counterparts. 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 Aldermen, obtained the authority to enter this Contract. This Contract may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Contract. Any signatures to counterparts may be delivered by facsimile or other electronic transmission, and such signatures shall have the same force and effect as originals.

[Remainder of page intentionally left blank. Signature page(s) to follow.]

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this this Contract to be executed as of the Effective Date.

City:

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor
Date:

Attest:

By: _____
Linda Drummond, City Clerk
Date:

Buyer:

110 SMITHVILLE, LLC

By: _____
Printed Name:
Title:
Date:

EXHIBIT A TO REAL ESTATE PURCHASE CONTRACT

THE RFP

EXHIBIT B TO REAL ESTATE PURCHASE CONTRACT

Buyer's Response and Bid

EXHIBIT C TO REAL ESTATE PURCHASE CONTRACT

MISSOURI SPECIAL WARRANTY DEED DETERMINABLE

THIS MISSOURI SPECIAL WARRANTY DEED DETERMINABLE, is made _____, 2024, by and between

CITY OF SMITHVILLE, MISSOURI,

a municipal corporation and fourth-class city of the State of Missouri
107 West Main Street,
Smithville, Missouri 64089

“Grantor”, and

110 SMITHVILLE, LLC,

a Missouri limited liability company
106 West Main Street
Smithville, Missouri 64089

“Grantee”

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten Dollars, and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL and CONVEY** unto Grantee, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, described as:

[TO BE CONFIRMED BY SURVEY]

Lot 4, except the East 30 feet, and all of Lots 5 and 6, all in Block 2, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri.

EXCEPT: any access, entry, water, sewer, gas, electric, utility, drainage, culvert, channel, maintenance or other easement heretofore granted to or reserved by Grantor; and

SUBJECT TO: (a) liens, encumbrances, easements, restrictions, reservations, declarations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining to the premises, unto the Grantee and Grantee’s successors and assigns, forever,

upon condition that the Grantee constructs, and thereafter maintains and operates public parking of at least 42 spaces (the “Public Parking”) on the property in accordance with the City of Smithville RFP 24-11; and that if Grantee fails construct the Public Parking, or if thereafter, other than with the express written permission of the Grantor, fails to maintain and operate

*Public Parking on the property in accordance with Smithville **RFP** 24-11 during business hours from 6 a.m. to 6 p.m. every day, then title to the premises shall revert back to Grantor;*

Grantor hereby covenanting that, other than as set forth in Smithville **RFP** 24-11, the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to the said premises unto Grantee, and to Grantees successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as provided above.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____ 2024, before me, a Notary Public in and for said State, appeared **Damien Boley**, to me personally known, who being by me personally sworn did say that he is the Mayor of the **CITY OF SMITHVILLE MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument said instrument was signed and sealed on behalf of said city by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Printed Name:
Notary Public in and for said State

My Commission Expires:



RFP #24-11 Sale of City-Owned Property in Downtown District – Northside of Church Street

**THE CITY OF SMITHVILLE, MISSOURI REQUESTS SEALED PROPOSALS
FOR THE FOLLOWING:**

The City of Smithville, Missouri (the “City”) is soliciting proposals from qualified individuals and entities to buy real estate in the Downtown District which is currently an undeveloped gravel lot (the “Property”). The City desires to sell the Property with a restriction that the Property remain available for public parking during business hours from 6 a.m. until 6 p.m. every day, but may be used at all other times exclusively for its customers or tenants.

The Property, legally described on **Exhibit 1** attached hereto, is being sold "as is" without any representation as to its current condition for the limited future purpose of improving and maintaining a public parking lot. The sale will be upon the condition that the parking lot be constructed, and thereafter maintained and operated pursuant to the terms and specifications set forth in this Request for Proposals (the “RFP”). If the public parking lot is not timely constructed, maintained, and operated pursuant to the terms and conditions of this RFP the ownership of the Property shall revert back to the City. Such reversion shall not relieve the Purchaser of responsibility for any liability for damages caused by the Purchaser prior to such reversion even if the liability or damages are not discovered until after the reversion.

The purpose of this RFP is to identify a buyer with the interest, resources, and experience to purchase and develop (as more fully described in **Exhibit 2** attached hereto) the Property. The bidder deemed to have submitted the highest and best bid will be offered the opportunity to sign a real estate purchase contract with the City as drafted and prepared by the City generally in the form attached hereto as **Exhibit 3**. If the City and the Purchaser are reasonably unable to reach agreement as to the terms of the contract, the City may, at its option, select the second highest and best bid or reject all bids submitted in response to this RFP.

All bidders for the Property submitting a bid recognize and agree that the contract for sale is in fee simple determinable. The Property is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the building/construction and maintenance of the parking lot in accord with the specifications set forth in **Exhibit 2**. Such public parking lot is to be built, and continually thereafter maintained and operated as a public parking lot on the Property as described in **Exhibit 2** and used for no other purpose(s), subject to the terms herein and in any subsequent real estate purchase contract or deed. After completion of the public parking lot, (other than with the express written approval of the City) if it is not maintained and operated as a public parking lot from 6 a.m. to 6 p.m. every day, the Property will revert back to the City.

INSTRUCTIONS TO BIDDERS

1. RFPs must be addressed to Gina Pate, 107 West Main Street, Smithville, Missouri 64089, and be received before 10:00 a.m. on the date of closing.

2. Responses and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All responses must be sealed and marked on the outer envelope by RFP number. The only information read after opening of bids will be the vendors, contractors, or proposers who responded. All bids must be submitted on or before 10:00 a.m. on the 8th day of March, 2024, at City Hall (the "Bid Date").
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Gina Pate, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089; (816) 532-3897.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.



Finance Director

Issued: February 15, 2024

**RFP #24-11 Sale of City-Owned Property
in the Downtown District – Northside of Church Street
General Information**

I. Site Information

The City of Smithville, Missouri (the “City”) was established in 1867 and still retains its strong agricultural roots. Downtown Smithville seeks to be the civic, entertainment, and cultural heart of the community. The City is completing a multi-phase, multi-million dollar streetscape project in the general downtown area which includes asphalt street replacement, curb and gutter, sidewalk, storm sewer, streetlights, traffic signs, and other amenities. A 1.6-mile trail connecting downtown Smithville to Smithville Lake has recently been constructed.

The Property offered for sale is more fully described in **Exhibit 1** which is attached hereto. The site is currently used as a public car park and is being offered for sale "as is" without any representation concerning its current condition. **The Property is included within a redevelopment area pursuant to the 110 Smithville Tax Increment Financing Plan (the “TIF Plan”) on file with the City. The Property must be developed in conformance with the TIF Plan.**

The Property is currently zoned B-4. Section 400.170 of the City Code provides the precise language of generally allowed uses. The Property must be used as a public parking lot as described herein or it will automatically revert back to ownership by the City. The Property will need to be developed and maintained in accordance with the specifications set forth in **Exhibit 2** attached hereto or as otherwise agreed to in writing by the City.

II. Evaluation & Selection

The City will evaluate proposals and select the proposal that it judges to be in the highest and best bid.

The City's evaluation criteria will include, in no particular order, but shall not be limited to the following:

- Price to be paid for said property.
- Overall responsiveness to the RFP.
- The generally anticipated ability of the bidder to timely construct, and thereafter maintain and operate the property as a parking lot in accordance with the terms and conditions of this RFP including **Exhibit 2**.

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, and the Board of Alderman.

Issue RFP: February 15, 2024

Proposals due: March 8, 2024, 10:00 a.m.

After selection by the Board of Alderman, within 30 days the City will present the successful bidder a real estate purchase contract in substantially the form attached hereto in **Exhibit 3**. The successful bidder will have 10 days, or as otherwise agreed by the Board of Aldermen in writing, to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the responses.

All submittals shall become the property of the City, and, after the selection process, will be a public record.

III. Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter should briefly acknowledge that the property will be used in accordance with the terms and conditions of this RFP.

B. Qualifications and Experience: Summarize the respondent's ability and experience, to timely build, maintain and operate the parking lot.

C. Legal Disclosure: Disclosure of any judgments, bankruptcies, legal proceedings, or conflicts of interest related to projects the respondent has developed, owned, or has a substantial ownership interest in.

D. Purchase Price: Provide a statement of the proposed purchase price associated with the respondent's proposal.

IV. Questions & Information Requests

Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to Assistant City Administrator Gina Pate. The City will distribute any amendments or addenda by email. Questions about the RFP may be directed to Gina Pate, Assistant City Administrator, at 816-532-3897 or GPate@smithvillemo.org. Contact regarding the RFP with any persons other than Gina Pate, including other City staff, other third parties hired by the City, and City elected officials, may result in the disqualification of the submitted response to the RFP.

All respondent communications with the City will be considered confidential prior to the opening of responses. Responses will be sent to all registered respondents.

V. Terms & Conditions

- A.** All proposals shall become an integral part of any real estate purchase contract and/or development agreement executed between the City and the bidder/Purchaser.
- B.** Supplemental materials will not be accepted after the proposals have been opened, unless requested of all bidders by the City.
- C.** The City reserves the right to amend, modify, or withdraw this RFP for any reason, or no reason whatsoever, and at the City's sole and absolute discretion.
- D.** This RFP does not commit the City to select any proposal submitted for the Property or enter into an agreement with any bidder.
- E.** The City reserves the right to reject any proposal or all proposals if deemed to be in the best interest of the City. The City reserves the right to waive informalities or irregularities in the RFP or the response.
- F.** No respondent may withdraw their proposal for a period of ninety (90) days from the response date.
- G.** All responses to this RFP and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until RFP responses are rejected. All responses to this RFP, proposals and supplementary material will become the property of the City when submitted. Thereafter, all responses to the RFP and all proposals will become public information.
- H.** The selection of a bidder is subject to the approval of the City by its Board of Alderman, at its sole discretion.
- I.** The City will not be liable for any expenses incurred by any respondent in replying to this RFP or for expenses incurred by the successful respondent during the negotiation of a development agreement between the respondent and the City.

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

RFP #24-11 Sale of City-Owned Property
in the Downtown District – Northside of Church Street
PROPOSAL RESPONSE FORM

Name of Company or Individual _____ (Print Name) submitting the Proposal.

If submitted by an agent _____ (Print the Name of the Agent Submitting RFP.

Acknowledgment, _____ (Firm or Company), have read and reviewed the RFP and attached specifications.

I state the _____ hereby offer meets or exceeds all requirements. All other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Tax ID No.

E-Mail Address

Exhibit 1

Legal Description

Lot 4, except the East 30 feet, and all of Lots 5 and 6, all in Block 2, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri.

Exhibit 2

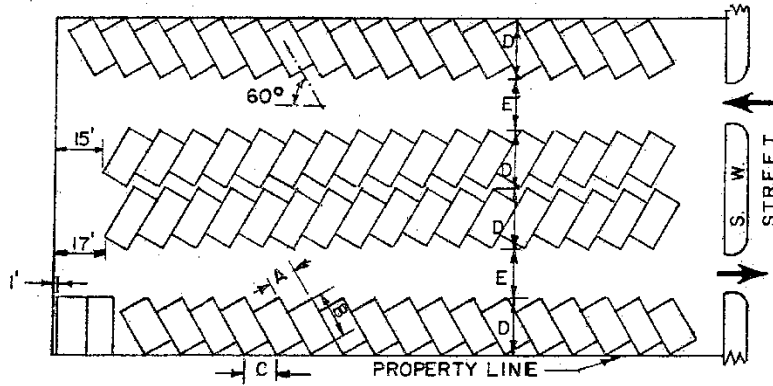
Minimum Parking Lot Requirements

- Standard space size 8.5 ft wide by 19 ft long (minimum).
- ADA Spaces shall meet requirements of the Americans with Disabilities Act for number of spaces required and size.
 - Van accessible space shall be a minimum of 11 ft. wide.
 - Pedestrian access aisle shall be a minimum of 5 ft. wide.
- Lighting shall be provided – a photometric plan shall be provided.
 - Light poles, base and head shall be equivalent to the streetlights used in the downtown Streetscape (attached specification).
- Vehicle overhang shall not encroach pedestrian walkways / sidewalks.
- Responses should include the ability of the Bidder/Purchaser to include EV-Capable and EV-Ready parking spaces, as defined below, and the number of EV-Capable and EV-Ready parking spaces the Bidder/Purchaser intends to consider including. The City agrees to work with the Bidder/Purchaser in exploring additional funding to allow for including EV-Capable and EV-Ready parking spaces more financially feasible.
 - EV-CAPABLE SPACE. A dedicated parking space with electrical panel capacity and space for a branch circuit dedicated to the EV parking space that is not less than 40-ampere and 208/240-volt and equipped with raceways, both underground and surface mounted, to enable the future installation of electric vehicle supply equipment. For two adjacent EV-Capable spaces, a single branch circuit is permitted.
 - EV-READY SPACE. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted
- Drainage Study required.
 - Drainage study shall include pre and post developed runoff calculations.
 - Storm sewer and detention as necessary based on study.
- Pavement and subgrade specifications.
 - Compact subgrade to 95% compaction.
 - Base 6" compacted AB-3.
 - 5" Concrete or 6" asphalt pavement.
 - Except if there are trash dumpsters and/or commercial loading areas, the commercial loading areas, solid waste truck path and dumpster area will need to be 8" concrete or 9" asphalt.
 - All concrete is KCMMB 4000psi.
 - Asphalt to meet City Specifications for maximum 15% RAP in base course, Virgin top lift, asphalt cement PG 64-22.
 - Drive approach shall be 6" concrete to R/W (except if SW or other commercial activities accesses the parking lot the approach will need to be 8" concrete).
- Striping shall be Thermo-plastic.

- Must maintain property to the following standards:
 - Clean, sightly and healthy condition and in good repair.
 - Bidder/Purchaser shall promptly repair any damage, excessive wear and tear, or decay on the Property.
 - Provide for regular maintenance, including, but not limited to mowing, landscaping, snow removal, litter cleanup, waste removal and the like.
 - Bidder/Purchaser must keep the Property in compliance with the City Code and failure to do so will result in enforcement and/or fines as determined by the City.

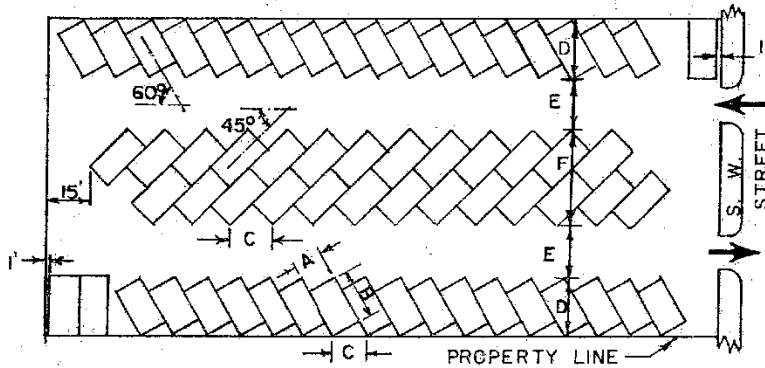
OFF-STREET PARKING STANDARDS

60° PERIMETER & ISLAND PARKING



60° PERIMETER & ISLAND PARKING					
STALL WIDTH	A	8.5'	9'	9.5'	10'
STALL LENGTH	B	19'	19'	19'	19'
CURB LENGTH/ CAR	C	9.8'	10.5'	11'	11.5'
STALL DEPTH	D	21'	21'	21'	21.5'
DRIVEWAY WIDTH	E	18.5'	18'	18'	18'

45° & 60° HERRINGBONE PATTERN PARKING



STALL WIDTH		STALL LENGTH		CURB LENGTH PER CAR		STALL DEPTH		DRIVEWAY WIDTH		ISLAND WIDTH	
A	B	C/45°	C/60°	D/60°	E/60°	F					
8.5'	19'	12'	9.8'	21'	18.5'	33'					
9'	19'	12.7'	10.5'	21'	18'	33'					
9.5'	19'	13.5'	11'	21'	18'	33'					
10'	19'	14'	11.5'	21.5'	18'	34'					

PARALLEL PARKING

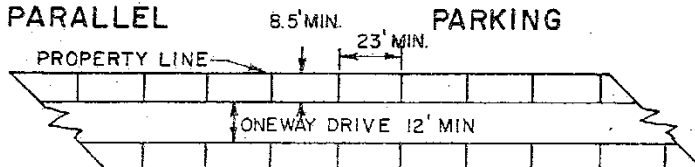


Exhibit 3

Sample Real Estate Purchase Contract

THIS REAL ESTATE SALE CONTRACT (the “**Contract**”) is made by and between the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri (“**City**”), and

[**BUYER**], a _____ (“**Buyer**”),

dated as of the date on which either party last signs this Contract as dated beneath the parties’ signature (the “**Effective Date**”).

BACKGROUND:

A. City owns the real property located in the Downtown District of the City in Clay County, Missouri, described as follows (the “**Property**”):

Lot 4, except the East 30 feet, and all of Lots 5 and 6, all in Block 2, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri.

B. Pursuant to the authority of Missouri law, City has issued **RFP # 24-11 Sale of City-Owned Property in the Downtown District** soliciting sealed proposals to purchase the Property as surplus City-owned Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit A** (the “**RFP**”).

C. In response to the **RFP**, Buyer delivered a detailed Proposal Response Form and bid for the Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit B** (the “**Buyer’s Response**”)

D. Based on Buyer’s response and bid as set forth in the Buyer’s Response, City deemed Buyer the successful bidder under the terms of the **RFP**.

AGREEMENTS:

In consideration of the Purchase Price (defined below), the facts recited above, the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of them, City and Buyer agree as follows:

1. Contract Documents. The Contract between City and Buyer consists of this Contract, incorporating the RFP and the Buyer’s Response. City and Buyer agree that in the event of a conflict in the interpretation of the contract documents, the terms within the contract documents shall be construed or given binding effect in the following order: this Contract, the RFP, the Buyer’s Response.

2. Sale of Property; Condition; Reverter. City agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from City, for the price and upon and subject to the terms, conditions and provisions set forth in this Contract, and upon the express condition that the Property be developed and maintained as a parking lot under the terms and conditions of the RFP.

If for any reason Buyer or its heirs, successors or assigns fail to develop and maintain the Parking Lot pursuant to the terms of the RFP, the property shall revert back to the City.

3. Purchase Price, Earnest Money Deposit. The purchase price (“**Purchase Price**”) for the Property is \$ _____, which Buyer agrees to pay as follows:

(a) \$ _____ in good funds, to be deposited by Buyer within one business day after the Effective Date in the insured trust or escrow account of **Coffelt Land Title, Inc.** 9574 N McGee, Kansas City, Missouri 64155 (the “**Title Company**”), to be held by the Title Company without interest as an earnest money deposit (the “**Earnest Money Deposit**”); and

(b) the balance of \$ _____ by federal wire transfer of funds or other certified funds at Closing (defined below), adjusted at Closing for credits, prorations closing costs and any other adjustments set forth in this Contract.

4. Closing; Possession. Subject to all the terms of this Contract, this transaction will be closed (the “**Closing**”) at the office of the Title Company on _____, 2024 (the “**Closing Date**”), or a prior date mutually agreed to by the parties, and possession of the Property will be delivered to Buyer upon Closing. An executed copy of this Contract will be delivered to the Title Company by City and will constitute the instructions to the Title Company to complete the Closing.

5. “As-Is” Purchase. Buyer is purchasing the Property **AS IS, WHERE IS, IN ITS PRESENT CONDITION, WITH ALL FAULTS**, patent and latent, and, only except as otherwise expressly stated in this Contract, without any representations or warranties by City or on behalf of City. Buyer represents to City that Buyer knows, has examined and investigated or will, under the provisions of this Contract, examine and investigate to the full satisfaction of Buyer, the physical nature and condition, including environmental condition, of the Property; and agrees that neither City nor any of City’s elected officials, officers, employees, agents, or other representative of City has, except as expressly stated in this Contract, made any representation, promise or warrant whatsoever regarding the Property or any part thereof, including without limiting the generality of the foregoing, any representation as to the physical nature or condition, including environmental condition, thereof, restrictions thereon, the value or the financial prospect therefor, its suitability for a particular purpose, or the availability of utilities; and agrees that Buyer executing, delivering, and/or performing this Contract, does not, except as expressly set forth in this Contract, rely upon any statement or information to whomever made or given, directly or indirectly, verbally or in writing, by City or any party purporting to act or speak on behalf of the City. By accepting the deed to the Property at Closing, Buyer shall be deemed to have waived, released, forever discharged from, and agreed not to sue City, its elected officials, officers, employees, agents, or other representative of City, or their respective heirs, personal representatives, successors and assigns, for, any and all claims, actions, suits and proceedings of whatever kind or nature arising out of, as a result of or in connection with the physical or financial condition of the Property or any improvements thereon.

6. Title Insurance; Survey. As soon after the Effective date as reasonably possible, City will cause the Title Company to deliver to Buyer a title insurance commitment (the “**Title Commitment**”) for an ALTA Owner’s Policy in the amount of the Purchase Price (the “**Title Policy**”), along with a copy of any exception documents listed in Schedule B of the Title Commitment. If Buyer desires to obtain a survey of the Property (a “**Survey**”), Buyer will order the Survey not later than 5 days after the Effective Date, and Buyer assumes responsibility for paying for the Survey. Buyer will have 20 days after receipt of the Title Commitment (the

“Objection Period”) in which to notify City in writing of any reasonable objections Buyer has regarding any matters shown or referred to in the Title Commitment or the Survey. Any matters which are stated in the Title Commitment or disclosed by the Survey and to which Buyer does not object within the Objection Period will be deemed to be permitted exceptions to the status of City’s title (the **“Permitted Exceptions”**). Regarding items to which Buyer does object within the Objection Period, City will have 30 days after receipt of Buyer’s written notice of objections to cure such objections (**“Title Cure Period”**). If such matters are not corrected within the Title Cure Period, or if City and Buyer have not agreed to extend the Title Cure Period by amending this Contract, Buyer’s sole remedy will be to either accept such title as City is able to deliver, without diminution to the Purchase Price, or to terminate this Contract by written notice to City within 5 days after the expiration of the Objection Period. If Buyer does not deliver the notice of termination to City within the 5 days, Buyer will be deemed to have irrevocably waived all objections to title to the Property which were disclosed by the Title Commitment or the Survey, all such matters will be deemed to be Permitted Exceptions , and this Contract will remain in full force and effect and the parties will proceed to close this transaction according to the terms of this Contract. If Buyer delivers a notice of termination of the Contract within the 5 days, the Earnest Money Deposit will be returned to Buyer and neither party will have any further obligation under this Contract, except as to any obligations that are to survive termination under the express terms of this Contract. Nothing in this Contract will be construed to require City to bring any action or proceeding or otherwise to incur any expense to cure any title or survey objections under the terms of this Contract.

7. Prorations; Closing Costs. As a government entity, City is not subject to general state, county and city taxes and installments of special assessments assessed against its property. To the extent general taxes or assessments are levied or assessed against the property post-Closing, they shall be the sole responsibility of Buyer.

(a) City will pay:

- (i) all expenses in connection with the payment of any encumbrances and recording costs to release any encumbrances which City elects or is obligated to release or satisfy by the terms of this Contract, and
- (ii) City’s attorneys’ fees.

(b) Buyer will pay:

- (i) all charges for the Title Policy, including for extended coverage and endorsements,
- (ii) costs of recording the deed and any loan documents related to financing arranged by Buyer,
- (iii) the cost of any Survey or survey update Buyer obtains,
- (iv) Buyer’s attorneys’ fees,
- (v) any escrow and closing fees charged by the Title Company,
- (vi) Buyer’s expenses for tests and inspections, and (vii) any other costs or obligations Buyer has incurred with respect to the property or the purchase transaction.

Otherwise, all expenses accrued prior to and on the Closing Date with respect to the Property shall be paid by City, and all expenses with respect to the Property accruing after the Closing Date shall be paid by Buyer. The agreements of City and Buyer set forth in this Section shall survive the Closing or any termination of this Contract.

8. Physical Inspection.

(a) Buyer may, on or before 30 days after the Effective Date (the “**Inspection Period**”), at Buyer’s cost and expense, cause such engineering and physical tests, inspections, and examinations to be made by firms designated by Buyer with respect to the elevations, topography, soil conditions, storm water drainage, environmental matters (including a Phase I and a Phase II environmental audit), availability of utilities, and all other matters regarding the condition of the Property (collectively, the “**Inspections**”) as Buyer deems reasonably appropriate. Buyer and its designees may enter the Property to perform the Inspections and will be given access to City’s records and personnel at such times and to the extent reasonably necessary to the Inspections. Buyer shall provide at least 48 hours prior notice (by telephone or email) to the City Administrator, or to any other party whom the City may designate, of any proposed entry or inspection of any Property.

(b) Buyer will cause all results and reports (collectively the “**Inspection Results**”) with respect to the Inspections to be completed and delivered to Buyer prior to the expiration of the Inspection Period. If any of the Inspection Results disclose conditions or other matters reasonably unacceptable to Buyer, then Buyer will have the right to terminate this Contract by giving notice to City of its election to do so at any time within the Inspection Period, and shall deliver to City along with such notice a copy of any report demonstrating the reasonably unacceptable condition or matter. If Buyer timely gives such notice to terminate this Contract, the Earnest Money Deposit will be returned to Buyer and, except as to any obligations that are to survive termination under the express terms of this Contract, neither party will have any further obligation or liability to the other under this Contract. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph and thereafter will not have the right to do so.

(c) Buyer agrees, at its sole cost and expense, to repair any damage to the Property arising from the Inspections, including such repairs as are necessary to restore the Property to its original condition prior to the Inspections, and agrees to indemnify and hold harmless City from and against all liability, loss, damages, and expenses (including reasonable attorneys’ fees) for death, bodily injury, personal injury, property damage, or otherwise, arising from or related to the performance of the Inspections by Buyer or its agents, contractors or designees, all such obligation to survive the termination of this Contract or the reversion of the property, notwithstanding any contrary provision in this Contract. Any defense conducted by Buyer of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by City, and Buyer will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys’ fees and any judgment that may be entered therein.

(d) Prior to Buyer entering the Property to conduct the Inspections, Buyer shall, at Buyer’s sole cost and expense, obtain and maintain, or shall cause each of its agents, contractors and designees to obtain, and deliver to City certificates of insurance evidencing, the following insurance coverage,: commercial liability insurance, from an insurer licensed to do business in the State of Missouri, in an amount not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2023 is equal to \$3,258,368 for all claims arising out of a single accident or occurrence and \$488,755 for any one person in a single accident or incurrence). Such policy or policies shall name City as an additional insured party, which insurance shall provide coverage

against any claim for personal injury or property damage caused by Buyer or its agents, contractors, designees or employees or contractors in connection with any Inspections.

9. Buyer's Acknowledgment, Representations and Warranties. Buyer represents that _____ is duly authorized to execute this Contract on behalf of Buyer. Buyer further acknowledges, represents, and warrants that it is familiar with its obligation (pursuant to the terms of the **RFP**) to complete the construction of a public parking lot on the property, and continually thereafter to maintain and operate it as a public parking lot during business hours from 6 a.m. until 6 p.m. every day, but may be used at all other times exclusively for its customers or tenants. If Buyer fails to build, maintain, and operate a public parking lot on the property as required, then the property will revert back to the City.

10. Closing. The following will be deposited with the Title Company on or before the Closing Date:

(a) City will deposit or cause to be deposited:

- (i) The Deed, in the form of the attached **Exhibit C**, or a form otherwise reasonably acceptable to the Buyer, subject to the reservations and conditions set forth in the RFP and to the Permitted Exceptions (together with such other instruments as may be required by local law in connection with the conveyance of real property), duly executed and acknowledged.
- (ii) A closing statement prepared by the Title Company and executed by City.
- (iii) Such other documents and instruments as City is able to deliver as the Title Company may reasonably require to complete the transaction and issue the Title Policy in conformance with the terms of this Contract.

(b) Buyer will deposit or cause to be deposited:

- (i) By federal wire transfer of funds or other certified funds, an amount equal to the balance of the Purchase Price (as adjusted pursuant to the terms of this Contract).
- (ii) Such documents and instruments as the Title Company may reasonably require evidencing the due organization and valid existence of Buyer and its authority to enter into and fulfil its obligations under this Contract.
- (iii) A closing statement prepared by the Title Company and executed by Buyer; and
- (iv) Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(c) Upon receipt of all of the documents and funds described in Paragraph (b), above, the Title Company will (i) record the Deed; (ii) disburse funds as shown in City's closing statement; (iii) deliver to Buyer the Title Policy, the original Deed, as recorded, and a copy of Buyer's closing statement executed Buyer; and (iv) deliver to City a photocopy of the Deed, as recorded, and a copy of City's closing statement.

11. . Default. City or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.

(a) If City defaults, including being unable to deliver title to the Property as contemplated by this Contract, Buyer will have the option as Buyer's sole remedy and relief, to take such title as City can give, or of terminating this Contract, in which event the Earnest Money Deposit will be returned by the Title Company to Buyer.

(b) If Buyer defaults, City may, as City's sole remedy and relief hereunder, terminate this Contract and thereupon be entitled to receive the Earnest Money Deposit as liquidated damages (and not as a penalty). City and Buyer have made the above provision for liquidated damages because it would be difficult to calculate on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to City for such breach.

12. Notice. All notices required under this Contract and all approvals and other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by courier (guarantying next day delivery), delivered by facsimile transmission to the number herein, emailed, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

Cynthia Wagner and Gina Page,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089

Email: cwagner@smithvillemo.org; gpate@smithvillemo.org

With copy to:

Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty, Missouri 64068
Attn: John Reddoch

Email: johnr@krsr.net

If to Buyer:

With copy to:

Any notice will be deemed given 2 days after the date such notice is mailed as provided above, or on the day of hand-delivery or facsimile transmission.

13. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Missouri. Any action regarding or arising out of the terms and conditions of this

Contract shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other, and the parties submit to such jurisdiction and venue.

14. Binding Effect. This Contract will be binding upon and, subject to the provisions of Section 16 below regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Brokers. Buyer represents and warrants to City that it has had no dealings with any broker or agent in connection with this transaction. Buyer agrees to indemnify and hold City harmless from any cost or expense (including commissions due or claimed to be due by any licensed real estate broker), including attorneys' fees, arising from the failure of Buyer's representation in the preceding sentence, which obligation will survive Closing or termination of this Contract.

16. Assignment. Buyer may not assign or transfer Buyer's rights or obligations under this Contract without City's consent, which may be withheld or delayed at City's sole discretion. No assignment of this Contract by Buyer shall release Buyer of Buyer's obligations to City under this Contract.

17. Entire Agreement; Modifications. This Contract contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by City and Buyer.

18. Time of Performance. If the time for performance of any obligations or satisfaction of any condition hereunder falls on a Saturday, Sunday or a day which is a Missouri state or federal holiday, the time for performance of such obligations or satisfaction of such condition shall be extended to the next day which is not a Saturday, Sunday or Missouri state or federal holiday.

19. Waiver. The waiver by either party of any term, covenant, or condition of this Contract 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 party granting the waiver, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by the other party.

20. Condition Precedent; Counterparts. 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 Aldermen, obtained the authority to enter this Contract. This Contract may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Contract. Any signatures to counterparts may be delivered by facsimile or other electronic transmission, and such signatures shall have the same force and effect as originals. If counterparts of this Contract are not executed and delivered by all the parties and a fully executed counterpart delivered to Buyer on or before 10 Days after the City has by Ordinance or Resolution passed by the City Board of Aldermen obtained the authority to enter this Contract, this Contract shall be null and void.

[Remainder of page intentionally left blank. Signature page(s) to follow.]

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this this Contract to be executed as of the Effective Date.

City:

CITY OF SMITHVILLE, MISSOURI

By: _____

Damien Boley, Mayor

Date:

Buyer:

[BUYER]

By: _____

Printed Name:

Title:

Date:

EXHIBIT A TO REAL ESTATE SALE CONTRACT

THE RFP

[Insert RFP 24-11]

EXHIBIT B TO REAL ESTATE SALE CONTRACT

Buyer's Response and Bid

[Insert Buyer's Response to RFP 24-11]

EXHIBIT C TO REAL ESTATE SALE CONTRACT

MISSOURI SPECIAL WARRANTY DEED DETERMINABLE

THIS MISSOURI SPECIAL WARRANTY DEED DETERMINABLE, is made _____, 2024, by and between

CITY OF SMITHVILLE, MISSOURI,

a municipal corporation and fourth-class city of the State of Missouri
107 West Main Street,
Smithville, Missouri 64089

“Grantor”, and

[BUYER],

[Buyer’s Address]

“Grantee”

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten Dollars, and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL and CONVEY** unto Grantee, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, described as:

Lot 4, except the East 30 feet, and all of Lots 5 and 6, all in Block 2, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri.

EXCEPT: any access, entry, water, sewer, gas, electric, utility, drainage, culvert, channel, maintenance or other easement heretofore granted to or reserved by Grantor; and

SUBJECT TO: (a) liens, encumbrances, easements, restrictions, reservations, declarations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining to the premises, unto the Grantee and Grantee’s successors and assigns, forever,

*upon condition that the Grantee constructs, and thereafter maintains and operates a public parking lot on the property in accordance with the City of Smithville **RFP 24-11**; and that if Grantee fails construct the parking lot, or if thereafter, other than with the express written permission of the Grantor, fails to maintain and operate a public parking lot on the property in accordance with Smithville **RFP 24-11** during business hours from 6 a.m. to 6 p.m. every day, then title to the premises shall revert back to Grantor;*

Grantor hereby covenanting that, other than as set forth in Smithville **RFP 24-11**, the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title

to the said premises unto Grantee, and to Grantees successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as provided above.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____ 2024, before me, a Notary Public in and for said State, appeared **Damien Boley**, to me personally known, who being by me personally sworn did say that he is the Mayor of the **CITY OF SMITHVILLE MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument said instrument was signed and sealed on behalf of said city by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Printed Name:
Notary Public in and for said State

My Commission Expires:



Andrew W. Lonard
Plaza Office
Direct Dial: (816) 460-1805
Direct Fax: (816) 382-6605
awl@levycraig.com

March 7, 2024

Gina Pate
Assistant City Administrator
107 West Main Street
Smithville, Missouri, 64089
GPate@smithvillemo.org

Re: Bid Proposal of 110 Smithville, LLC: RFP #24-11: Sale of City-Owned Property
in Downtown District – Northside of Church Street (the “RFP”).

Our File No.: 10881.001

Dear Ms. Pate:

As you know, our firm is pleased to represent 110 Smithville, LLC (the “Bidder”). Enclosed please find our bid proposal to the RFP (the “Response”) for the property which is the subject of the RFP (the “Property”).

In response to Section III.A of the RFP, my firm will be the principal contact for the response, at the address, email, and phone listed above.

We acknowledge that if 110 Smithville, LLC is awarded the right to purchase the property, the property will be used in accordance with the terms and conditions of the RFP.

In addition to the attached Proposal Response Form, below is a complete list of the items submitted as a response:

- 1) Exhibit A: Name, title, street address, email address, and telephone number, for the principal contact concerning the Response, as well as a list of all persons authorized to make representations for the Bidder.
- 2) Exhibit B: Statement of Qualifications and experience.
- 3) Exhibit C: Legal Disclosure.
- 4) Exhibit D: Detailed RFP Response and Proposal. This document will address all issues raised in the RFP and contains a complete proposal for the use of the Property.
- 5) Exhibit E: Purchase Price Proposal

A PROFESSIONAL CORPORATION

PLAZA OFFICE
4520 MAIN STREET, STE. 400
KANSAS CITY, MO 64111
816-474-8181
816-471-2186 FAX

NORTH OFFICE
4151 N. MULBERRY DRIVE, STE. 205
KANSAS CITY, MO 64116
816-454-7474
816-454-3525 FAX

KANSAS OFFICE
8101 COLLEGE BLVD, STE. 100
OVERLAND PARK, KS 66210
913-831-6900
913-831-7156 FAX

LEVY CRAIG LAW FIRM

A PROFESSIONAL CORPORATION

March 7, 2024

Page 2

Thank you for the opportunity to bid, and we look forward to answering any questions about the Response.

Sincerely,

LEVY CRAIG LAW FIRM

A Professional Corporation



Andrew W. Lonard

A PROFESSIONAL CORPORATION

PLAZA OFFICE

4520 MAIN STREET, STE. 1600
KANSAS CITY, MO 64111
816-474-8181
816-471-2186 FAX

NORTH OFFICE

4151 N. MULBERRY DRIVE, STE. 205
KANSAS CITY, MO 64116
816-454-7474
816-454-3525 FAX

KANSAS OFFICE

8101 COLLEGE BLVD, STE. 100
OVERLAND PARK, KS 66210
913-831-6900
913-831-7156 FAX

RFP #24-11 Sale of City-Owned Property
in the Downtown District – Northside of Church Street
PROPOSAL RESPONSE FORM

Name of Company or Individual (Print Name) submitting the Proposal.

110 Smithville, LLC, a Missouri limited liability company (the “Company”)

If submitted by an agent Print the Name of the Agent Submitting RFP.

Andrew Lonard, Attorney, Levy Craig Law Firm

Acknowledgment, **110 Smithville, LLC**, a Missouri limited liability company has read and reviewed the RFP and attached specifications.

I state the **Company** hereby offer meets or exceeds all requirements. All other required information must be attached.

THE COMPANY:

Smithville 110, LLC,
a Missouri limited liability company

106 West Main Street

Smithville, Missouri 64089

Tax ID No. 85-4246689

AUTHORIZED PERSON:

Andrew Lonard,
Levy Craig Law Firm



Attorney for Company

Email address: awl@levycraig.com

[End of Proposal Response Form - Remainder of page intentionally left blank.]

EXHIBIT A

Name, title, street address, email address, and telephone number for the principal contact concerning the Response, as well as a list of all persons authorized to make representations for the Bidder - RFP #24-11.

All persons listed below are authorized to make representations for the Bidder.

PRINCIPAL CONTACT FOR DEVELOPER/BIDDER:

Andrew W. Lonard
4520 Main Street, Ste. 400
Kansas City, MO 64111
Email: awl@levycraig.com
Phone: (816) 460-1805

Daniel Yoza
4520 Main Street, Ste. 400
Kansas City, MO 64111
Email: dyoza@levycraig.com
Phone: (816) 460-1847

FINANCIAL ADVISOR FOR DEVELOPER/BIDDER:

Don Coleman II
10108 NW 74th St
Weatherby Lake, MO 64152
Email: don.coleman@pulsedevgroup.com
Phone: (913) 205-2938

DEVELOPER/BIDDER:

Eric Craig
106 West Main Street
Smithville, Missouri 64089
Email: ericscraig@gmail.com
Phone: 816- 726-8565

Carlos Lepe
12575 NW 79th Street
Parkville, MO 64152
Email: carlos@pulsedevgroup.com
Phone: 816-365-1479

[End of Exhibit A - Remainder of page intentionally left blank.]

EXHIBIT B

STATEMENT OF QUALIFICATIONS AND EXPERIENCE - RFP #24-11

Understanding the anticipated ability of the Bidder to timely construct, and thereafter maintain and operate the Property in accordance with the terms and conditions of the RFP, we are pleased to introduce the development team for this project.

Smithville 110 Smithville, LLC, (“Bidder”) is a limited liability company in good standing with the State of Missouri. On August 1, 2023, the City of Smithville approved a TIF Plan for a redevelopment district (the “TIF Project”) that includes the Property. Bidder currently owns two of the five parcels within the redevelopment district.

The members of Bidder are Carlos Lepe, Adam Tholen, Drew Hood, and Eric Craig. Pulse Development and Management is the public facing “Doing Business As” (D.B.A.) name for CAD Management, LLC (the “Pulse Group”), which is a limited liability company in good standing with the State of Missouri. The name for CAD Management, LLC was derived from the first names of the partners, Carlos Lepe, Adam Tholen, and Drew Hood. Adding Eric Craig as a local partner with deep ties to the City of Smithville, and Scott Ruther as a minority partner completed the ownership group for the Bidder.

Since the Pulse Group and Bidder share common ownership, Bidder will bring all the experience and ability of the Pulse Group to the TIF Project.

Pulse Group General Qualifications and Experience

The Pulse Group has worked on real estate projects for 12 years. Collectively they have been involved in rehabbing and/or building roughly three thousand dwelling units including apartment buildings, town homes, and single-family homes in the greater Kansas City area.

The Pulse Group has owned and developed over 200,000 SF of mixed-use retail and commercial property in Westport in Kansas City, Missouri, and various other parcels of land in the Kansas City metro area. They are currently developing approximately ninety single family homes in Smithville, Missouri. They recently sold a 254-unit apartment complex in Kansas City, Kansas that was a remarkably successful major remodel. The Pulse Group own numerous smaller rental properties.

The Pulse Group owns land in the Smithville area that will ultimately support development of several hundred more single family units and townhomes. They recently completed a 34-unit single family project in Smithville. Mr. Craig is also the listing broker for the various developments.

Pulse Group Qualifications and Experience - Parking Lots

The TIF Project will require that the Bidder purchase, develop and maintain parking for the tenants in the Property and customers who come to the commercial space. The parking lots will also accommodate public parking in cooperation with the City of Smithville.

Having developed and managed thousands of multifamily units and over 200,000 square feet of commercial and retail space, the management team for Pulse Group has had experience building, maintaining, and managing thousands of parking spaces. The management team has owned many parking lots and thousands of surface parking spaces serving their properties, tenants, commercial customers, and the general public across the Kansas City area. They have also managed parking garages including a 5-level, 700-space structure serving the Westport Entertainment district in Kansas City. They have owned and managed free residential parking lots as well as pay-to-park and permit-only garages and surface lots.

[End of Exhibit B - Remainder of page intentionally left blank.]

EXHIBIT C

LEGAL DISCLOSURE - RFP #24-11

In response to Section III.A of the RFP, there are no judgments, bankruptcies, legal proceedings, or conflicts of interest related to projects the respondent has developed, owned, or has a substantial ownership interest in.

[End of Exhibit C - Remainder of page intentionally left blank.]

EXHIBIT D
DETAILED RFP RESPONSE AND PROPOSAL - RFP #24-11

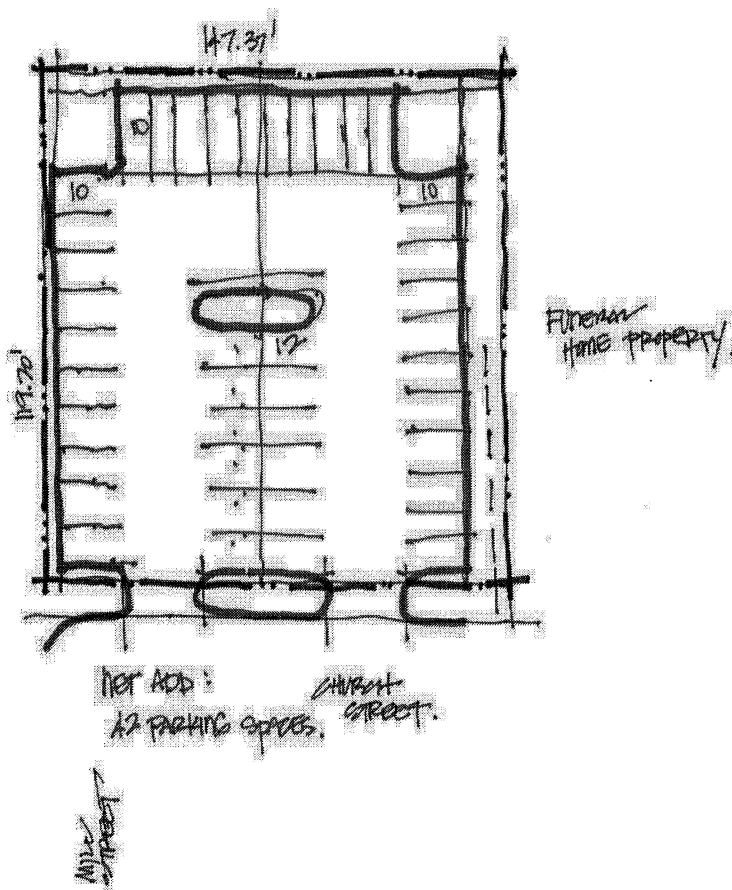
110 Smithville, LLC (the "Bidder") is excited to submit this response (the "Response") to RFP #24-11(the "RFP"): Sale of City-Owned Property in Downtown District – Northside of Church Street (the "Property").

Requirement 1:

"The City desires to sell the Property with a restriction that the Property remain available for public parking during business hours from 6 a.m. until 6 p.m. every day but may be used at all other times exclusively for its customers or tenants."

Response 1:

If awarded the right to purchase the Property, Bidder will agree that the present number of parking spaces (42) will remain available for public parking during business hours from 6 a.m. until 6 p.m. every day. The proposed parking plan below shows thirty-nine standard parking spaces and 3 ADA spaces.



Requirement 2:

“The Property, legally described on **Exhibit 1** attached hereto, is being sold "as is" without any representation as to its current condition *for the limited future purpose of improving and maintaining a public parking lot* [emphasis added]. The sale will be upon the condition that the parking lot be constructed, and thereafter maintained and operated pursuant to the terms and specifications set forth in this Request for Proposals (the “RFP”).”

Response 2:

Bidder acknowledges that the Property is being sold as-is without any representation as to its current condition.

Bidder agrees to the future purpose of maintaining a public parking lot. However, Bidder is excited about the future prospects of development in Downtown Smithville. Since Bidder believes that both the residential and commercial uses of the Downtown area will increase, Bidder envisions a future where the highest and best use of the Property may be a multi-level mixed use development with parking included. If awarded the right to purchase the Property, Bidder Agrees to the deed restriction on the Property for an equivalent of the present number of parking spaces (42). If the Bidder redevelops the Property in a way that results in more than forty-two spaces (subject to all City approvals for the new project), any additional spaces may be designated as public *or* private.

Requirement 3:

“If the public parking lot is not *timely constructed, maintained, and operated pursuant to the terms and conditions of this RFP* [emphasis added] the ownership of the Property shall revert back to the City. Such reversion shall not relieve the Purchaser of responsibility for any liability for damages caused by the Purchaser prior to such reversion even if the liability or damages are not discovered until after the reversion.”

Response 3:

On August 1, 2023, the City of Smithville approved a TIF Plan for a redevelopment district (the “TIF Project”) that includes the Property. Construction mobilization will commence this year within the redevelopment district. The Property will be used for construction activities during the construction of the TIF Project. The parking improvements on the Property will be completed on or before August 1, 2026. This schedule projection will be subject to construction delays and unforeseen delays in the project. Keeping this projected schedule will be deemed “timely” for purposes of the RFP.

Bidder acknowledges and agrees that the Property will be constructed, maintained, and operated pursuant to the terms and specifications set forth in the RFP and may be reverted back to the City if such terms and specifications are violated.

Bidder acknowledges that it is not relieved of responsibility for any liability for damages caused by the Bidder prior to such reversion even if the liability or damages are not discovered until after the reversion.

Requirement 4:

“All bidders for the Property submitting a bid recognize and agree that the contract for sale is in *fee simple determinable* [emphasis added]. The Property is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the building/construction and maintenance of the parking lot in accord with the specifications set forth in **Exhibit 2**. Such public parking lot is to be built, and continually thereafter maintained and operated as a public parking lot on the Property as described in **Exhibit 2** and *used for no other purpose(s)* [emphasis added], subject to the terms herein and in any subsequent real estate purchase contract or deed. After completion of the public parking lot, (other than with the express written approval of the City) if it is not maintained and operated as a public parking lot from 6 a.m. to 6 p.m. every day, the Property will revert back to the City.”

Response 4:

Bidder acknowledges this requirement. In the interest of simplicity and clarity of the real estate conveyance, Bidder proposes that the conveyance of the Property be completed with a simple warranty deed, and separate recorded use restriction declaration. Fee simple determinable is a less often used legal mechanism in modern times and may raise legal ambiguities for the City, the Bidder, and potential lenders. Use restriction declarations are very often used in modern times and often enforced by courts. Bidder would be happy to submit a proposed form of use restrictions declaration. Yet, if a deed in fee simple determinable the preferred form of conveyance, Bidder will comply with this requirement.

Bidder acknowledges that Property is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the building/construction and maintenance of the parking lot in accord with the specifications set forth in Exhibit 2.

Bidder acknowledges that the public parking lot is to be built, and continually thereafter maintained and operated as a public parking lot with a minimum of forty-two public spaces on the Property as described in Exhibit 2 and subject to the terms herein and in any subsequent real estate purchase contract or deed. However, see Responses 2 for Bidders response to the phrase “and used for no other purpose(s).”

Bidder acknowledges that, after construction, if forty-two public parking spaces are not maintained and operated as a public parking lot from 6 a.m. to 6 p.m. every day (other than with the express written approval of the City), the Property will revert back to the City.

Requirement 5 - I. Site Information

“The Property is included within a redevelopment area pursuant to the 110 Smithville Tax Increment Financing Plan (the “TIF Plan”) on file with the City. The Property must be developed in conformance with the TIF Plan.”

Response 5:

Bidder acknowledges and agrees that the Property will be developed in conformance with the TIF Plan.

Requirement 6 - I. Site Information (continued)

“The Property is currently zoned B-4. Section 400.170 of the City Code provides the precise language of generally allowed uses. The Property must be used as a public parking lot as described herein or it will automatically revert back to ownership by the City. The Property will need to be developed and maintained in accordance with the specifications set forth in **Exhibit 2** attached hereto or as otherwise agreed to in writing by the City.”

Response 6:

Bidder acknowledges and agrees that the Property is currently zoned B-4. Section 400.170 of the City Code will comply with all zoning requirements.

See Responses 2 and 4 for a discussion of the designation of forty-two public parking spaces.

Bidder acknowledges and agrees that the Property will be developed and maintained in accordance with the specifications set forth in Exhibit 2 or as otherwise agreed to in writing by the City.

Requirement 7 - II. Evaluation & Selection:

“After selection by the Board of Alderman, within 30 days the City will present the successful bidder a real estate purchase contract in substantially the form attached hereto in **Exhibit 3**. The successful bidder will have 10 days, or as otherwise agreed by the Board of Aldermen in writing, to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the responses.

All submittals shall become the property of the City, and, after the selection process, will be a public record.”

Response 7:

Bidder acknowledges and agrees to all of the provisions in Section II. Evaluation & Selection. Bidder will respond as quickly as practicable to all requests for information. Subject to a final review of the contract attached in Exhibit 3 once the bid is awarded and the terms of the sale are finalized, Bidder will execute the contract within 10 day of award.

Requirement 8 - V. Terms & Conditions:

Response 8:

Bidder acknowledges and agrees to the terms of Section V of the RFP, Terms and Conditions. The bid form was used; it was attached to this application with the cover letter.

Requirement 9 - Exhibit 2 - Minimum Parking Lot Requirements:

“Responses should include the ability of the Bidder/Purchaser to include EV-Capable and EV-Ready parking spaces, as defined below, and the number of EV-Capable and EV-Ready parking spaces the Bidder/Purchaser intends to consider including. The City agrees to work with the Bidder/Purchaser in exploring additional funding to allow for including EV-Capable and EV-Ready parking spaces to be more financially feasible.

- o EV-CAPABLE SPACE. A dedicated parking space with electrical panel capacity and space for a branch circuit dedicated to the EV parking space that is not less than 40-ampere and 208/240-volt and equipped with raceways, both underground and surface mounted, to enable the future installation of electric vehicle supply equipment. For two adjacent EV-Capable spaces, a single branch circuit is permitted.

- o EV-READY SPACE. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted.”

Response 9:

Bidder acknowledges and agrees to the terms of Exhibit 2 to the RFP, Minimum Parking Lot Requirements, including the striping, ADA, lighting, vehicle overhang, drainage study, pavement and subgrade specifications, striping, and maintenance requirements.

With respect to the EV-Capable and EV-Ready parking spaces requirements quoted above, Bidder acknowledges and agrees to these requirements and has the ability to comply with them, provided that an appropriate power source is currently available on the Property to comply with these requirements. Additionally, Bidder will accept City’s collaboration on completing this requirement. Bidder will explore all available avenues to complete this requirement, including collaborating with third party charging vendors. Bidders agreement to this requirement does not promise, grant, or guarantee that any EV-charging stations will be free or that the City will be able to control the price of vehicle charging offered to the general public.

Requirement 10 - Exhibit 3 - Sample Real Estate Purchase Contract:

Response 10:

Bidder acknowledges and agrees to the terms of Exhibit 3 to the RFP, Sample Real Estate Purchase Contract, with the following notations:

2. Sale of Property; Condition; Reverter, 9. Buyer's Acknowledgment, Representations and Warranties, and Exhibit C to Real Estate Sale Contract.

Bidder acknowledges and agrees to the terms of this section. However, see Responses 2 and 4 for a discussion of Bidder's position that a warranty deed with a separate recorded use restriction declaration would be a more appropriate form of conveyance. Upon request, Bidder would be happy to provide a form of warranty deed and recordable use restriction declarations for review.

If the fee simple determinable warranty deed is required, then the reversion clause should be revised as follows.

"TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining to the premises, unto the Grantee and Grantee's successors and assigns, forever,

upon condition that the Grantee constructs, and thereafter maintains and operates a public parking lot of at least 42 spaces (the "Public Parking") on the property in accordance with the City of Smithville RFP 24-11; and that if Grantee fails construct the Public Parking-lot, or if thereafter, other than with the express written permission of the Grantor, fails to maintain and operate a Public Parking lot on the property in accordance with Smithville RFP 24-11 during business hours from 6 a.m. to 6 p.m. every day, then title to the premises shall revert back to Grantor"

[End of Exhibit D - Remainder of page intentionally left blank.]

EXHIBIT E

Purchase Price for RFP #24-11

The Property is currently gravel parking lots without pavement, marked stalls, or curb stops and is in need of maintenance and repair. Since the Bidder will comply with the RFP in creating a safe and attractive parking area, we believe that the City should consider the price in light of both the purchase price, and the value of the improvements to the City as a public parking area.

1) Purchase Price:

Bidder will offer the following purchase price for delivery to the City upon delivery of the deed to the Property to Bidder.

Parcel #1 – Lot 6 (.16 acres) - Parcel ID 05617000201000 - **\$6,690**

Parcel #2 – Lots 4 & 5 (.24 acres) - Parcel ID 05617000201100- **\$10,036**

Total cash offer: **\$16,726**

2) Value of improvements

Bidder will pave and stripe the lots in the timeline proposed in Response 2 in Exhibit D. On or before August 1, 2026, the City will have the use of a paved and striped public parking lot, with forty-two marked stalls available for public parking during business hours from 6 a.m. until 6 p.m. every day. The cost of these improvements is estimated to be **\$294,000**.

3) Total Value

The cash offer of **\$16,726** plus the value of the improvements **\$294,000**, equals:

Total Value of Bid **\$310,726**.

[End of Exhibit E - Remainder of page intentionally left blank.]



Board of Aldermen Request for Action

MEETING DATE: 8/6/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3037-24 - Authorization of a Real Estate Purchase Contract for the Sale of City Property on the Southside of Church Street – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No 3037-24, authorizing the city of Smithville, Missouri real estate purchase contract and authorizing and approving certain documents in connection therewith. 1st reading by title only.

BACKGROUND:

RFP #24-12 Sale of City-Owned Property in Downtown District – Southside of Church Street ("RFP #24-12") includes the parcel of land northeast of the old Smithville Hospital on the southside of Church Street that is legally described in RFP #24-12 attached hereto (the "Property"). The Property is included within a redevelopment area created pursuant to the 110 Smithville Tax Increment Financing Plan. The Property is currently being used as a public parking lot.

The City awarded RFP #24-12 to 110 Smithville, LLC (the "Buyer") and has been negotiating a Real Estate Purchase Contract with the Buyer (the "Real Estate Contract").

Associated with the Real Estate Contract, the City will execute with the Buyer the Escrow Agreement (the "Escrow Agreement"), which provides for the following:

1. The Buyer will create a blocked account with their lender containing \$195,000 to be used solely for the construction of the New Street Parking, and will provide proof of such blocked account. If the New Street Parking is not completed by the competition date, the Buyer will forgo \$195,000 of Reimbursable Project Costs, plus interest.
2. The Buyer will deposit \$294,000 into an escrow account to be held by the City to be used solely for the construction of the Donated Parking Improvements. The City will disburse moneys within this account for payment of those costs. If the Buyer does not complete the improvements, the City will utilize these funds for the completion of the construction of the Donated Parking Improvements.

PREVIOUS ACTION:

No prior Board of Aldermen action.

POLICY ISSUE:

The sale of land complies with the Comprehensive Plan, and is in conformance with the 110 Smithville Tax Increment Financing Plan previously approved by the City.

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

AN ORDINANCE AUTHORIZING THE CITY OF SMITHVILLE, MISSOURI REAL ESTATE PURCHASE CONTRACT AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City of Smithville, Missouri (the "City") owns real property located in the Downtown District of the City (the "Property"); and

WHEREAS, the City has issued RFP # 24-12 Sale of City-Owned Property in the Downtown District, soliciting sealed proposals to purchase the Property as surplus City-owned property (the "RFP"); and

WHEREAS, in response to the RFP, 110 Smithville, LLC (the "Developer") delivered a Proposal Response Form and bid for the Property (the "Response"); and

WHEREAS, based on the Developer's response and bid as set forth in the Response, the City deemed the Developer the successful bidder under the terms of the RFP; and

WHEREAS, the Board of Aldermen of the City further finds and determines that it is necessary and desirable in connection with the sale of the Property that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Approval of the City Documents. The Real Estate Purchase Contract (the "Real Estate Contract") is hereby approved in substantially the form submitted to and reviewed by the City on the date hereof, with such changes therein as are required by the City's legal counsel and approved by the officers of the City, said officer's execution thereof to be conclusive evidence of the approval thereof.

Section 2. Execution of Documents. The City is hereby authorized to enter into, and the Mayor, the City Administrator and the City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Real Estate Contract and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Real Estate Contract.

Section 3. Further Authority. The City shall, and the officials and agents of the City, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and the Real Estate Contract, and to carry out, comply with and perform the duties of the City with respect to the Real Estate Contract, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED by the Board of Aldermen, and **APPROVED** by the Mayor, of the City of Smithville, Missouri, this ____ day of August, 2024.

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 08/06/2024

Second Reading: 08/20/2024

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the “**Contract**”) is made by and between

the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri (“**City**”), and

110 SMITHVILLE, LLC, a Missouri limited liability company (“**Buyer**”),

dated as of the date on which either party last signs this Contract as dated beneath the parties’ signature (the “**Effective Date**”).

BACKGROUND:

A. City owns the real property located in the Downtown District of the City in Clay County, Missouri, described as follows (the “**Property**”):

All of Lots 3 and 4, Block 3, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri, EXCEPT the East 10 feet thereof. [TO BE CONFIRMED BY SURVEY]

B. Pursuant to the authority of Missouri law, City has issued **RFP # 24-12 Sale of City-Owned Property in the Downtown District** soliciting sealed proposals to purchase the Property as surplus City-owned Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit A** (the “**RFP**”).

C. In response to the **RFP**, Buyer delivered a detailed Proposal Response Form and bid for the Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit B** (the “**Buyer’s Response**”)

D. Based on Buyer’s response and bid as set forth in the Buyer’s Response, City deemed Buyer the successful bidder under the terms of the **RFP**.

AGREEMENTS:

In consideration of the Purchase Price (defined below), the facts recited above, the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of them, City and Buyer agree as follows:

1. Contract Documents. The Contract between City and Buyer consists of this Contract, incorporating the RFP and the Buyer’s Response. City and Buyer agree that in the event of a conflict in the interpretation of the contract documents, the terms within the contract documents shall be construed or given binding effect in the following order: this Contract, the RFP, the Buyer’s Response.

2. Sale of Property; Condition. City agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from City, for the price and upon and subject to the terms, conditions and provisions set forth in this Contract.

3. Purchase Price and Earnest Money Deposit. The purchase price (“**Purchase Price**”) for the Property is \$15,054.00 and the additional consideration as discussed in Section 4 herein, which Buyer agrees to pay as follows:

(a) \$300.00 in good funds, to be deposited by Buyer within one business day after the Effective Date in the insured trust or escrow account of **Coffelt Land Title, Inc.** 9574 N McGee, Kansas City, Missouri 64155 (the “**Title Company**”), to be held by the Title Company without interest as an earnest money deposit (the “**Earnest Money Deposit**”); and

(b) the balance of \$14,754.00 by federal wire transfer of funds or other certified funds at Closing (defined below), adjusted at Closing for credits, prorations closing costs and any other adjustments set forth in this Contract and approved by the City and the Buyer.

4. Additional Consideration. As additional consideration for the sale of the Property, the Buyer agrees to the following:

(a) Buyer will pave and restripe the undeveloped west half of Parcel #06517000502000, excluding the existing parking lot, to create at least thirty-nine (39) new public parking spaces (the “Donated Parking Improvements”), to be constructed in a manner acceptable and approved by the City. Subject to an Escrow Agreement attached hereto as **Exhibit D**, Buyer will deposit \$294,000 to be held in escrow for the completion of the Donated Parking Improvements.

(b) City will have use of all approximately thirty-nine (39) additional improved street parking spaces on Church Street and Mill Street (the “New Street Parking”), to be constructed in a manner acceptable and approved by the City in conformance with the TIF Plan. Subject to an Escrow Agreement attached hereto as **Exhibit D**, Buyer will deposit \$195,000 in a blocked account specifically for the completion of the New Street Parking.

(c) City will have access to both Donated Parking Improvements and New Street Parking no later than August 1, 2026.

(d) The terms of this Paragraph 4 will survive the recording of the Deed and will not merge with the deed conveying the Property to Buyer.

5. Closing; Possession. Subject to all the terms of this Contract, this transaction will be closed (the “**Closing**”) at the office of the Title Company on September 30, 2024 (the “**Closing Date**”), or a prior date mutually agreed to by the parties, and possession of the Property will be delivered to Buyer upon Closing. An executed copy of this Contract will be delivered to the Title Company by City and will constitute the instructions to the Title Company to complete the Closing.

6. “As-Is” Purchase. Buyer is purchasing the Property **AS IS, WHERE IS, IN ITS PRESENT CONDITION, WITH ALL FAULTS**, patent and latent, and, only except as otherwise expressly stated in this Contract, without any representations or warranties by City or on behalf of City. Buyer represents to City that Buyer knows, has examined and investigated or will, under the provisions of this Contract, examine and investigate to the full satisfaction of Buyer, the physical nature and condition, including environmental condition, of the Property; and agrees that neither City nor any of City’s elected officials, officers, employees, agents, or other representative of City has, except as expressly stated in this Contract, made any representation, promise or warrant whatsoever regarding the Property or any part thereof, including without limiting the generality of the foregoing, any representation as to the physical nature or condition, including environmental condition thereof, restrictions thereon, the value or the financial prospect therefor, its suitability for a particular purpose, or the availability of utilities and access to the Property; and agrees that Buyer executing, delivering, and/or

performing this Contract, does not, except as expressly set forth in this Contract, rely upon any statement or information to whomever made or given, directly or indirectly, verbally or in writing, by City or any party purporting to act or speak on behalf of the City. By accepting the deed to the Property at Closing, Buyer shall be deemed to have waived, released, forever discharged from, and agreed not to sue City, its elected officials, officers, employees, agents, or other representative of City, or their respective heirs, personal representatives, successors and assigns, for, any and all claims, actions, suits and proceedings of whatever kind or nature arising out of, as a result of or in connection with the physical or financial condition of the Property or any improvements thereon.

7. Title Insurance; Survey. As soon after the Effective date as reasonably possible, City will cause the Title Company to deliver to Buyer a title insurance commitment (the “**Title Commitment**”) for an extended ALTA Owner’s Policy in the amount of the Purchase Price (the “**Title Policy**”), along with a copy of any exception documents listed in Schedule B of the Title Commitment. If Buyer desires to obtain a survey of the Property (a “**Survey**”), Buyer will order the Survey not later than 5 days after the Effective Date, and Buyer assumes responsibility for paying for the Survey. The final legal description will be confirmed by the Survey. Buyer will have 20 days after receipt of the Title Commitment (the “**Objection Period**”) in which to notify City in writing of any reasonable objections Buyer has regarding any matters shown or referred to in the Title Commitment or the Survey. Any matters which are stated in the Title Commitment or disclosed by the Survey and to which Buyer does not object within the Objection Period will be deemed to be permitted exceptions to the status of City’s title (the “**Permitted Exceptions**”). Regarding items to which Buyer does object within the Objection Period, City will have 30 days after receipt of Buyer’s written notice of objections to cure such objections (“**Title Cure Period**”). If such matters are not corrected within the Title Cure Period, or if City and Buyer have not agreed to extend the Title Cure Period by amending this Contract, Buyer's sole remedy will be to either accept such title as City is able to deliver, without diminution to the Purchase Price, or to terminate this Contract by written notice to City within 5 days after the expiration of the Title Cure Period. If Buyer does not deliver the notice of termination to City within such 5 days, Buyer will be deemed to have irrevocably waived all objections to title to the Property which were disclosed by the Title Commitment or the Survey, all such matters will be deemed to be Permitted Exceptions, and this Contract will remain in full force and effect and the parties will proceed to close this transaction according to the terms of this Contract. If Buyer delivers a notice of termination of the Contract within 5 days after the expiration of the Title Cure Period, the Earnest Money Deposit will be returned to Buyer and neither party will have any further obligation under this Contract, except as to any obligations that are to survive termination under the express terms of this Contract. Nothing in this Contract will be construed to require City to bring any action or proceeding or otherwise to incur any expense to cure any title or survey objections under the terms of this Contract.

8. Prorations; Closing Costs. As a government entity, City is not subject to general state, county and city taxes and installments of special assessments assessed against its property. To the extent general taxes or assessments are levied or assessed against the property post-Closing, they shall be the sole responsibility of Buyer.

(a) City will pay:

- (i) all expenses in connection with the payment of any encumbrances and recording costs to release any encumbrances which City elects or is obligated to release or satisfy by the terms of this Contract,
 - (ii) City's attorneys' fees, and
 - (iii) The cost of the Title Commitment.
- (b) Buyer will pay:
 - (i) all charges for the Title Policy, except for the cost of the Title Commitment, including for extended coverage and endorsements,
 - (ii) costs of recording the deed and any loan documents related to financing arranged by Buyer,
 - (iii) the cost of any Survey or survey update Buyer obtains,
 - (iv) Buyer's attorneys' fees,
 - (v) any escrow and closing fees charged by the Title Company,
 - (vi) Buyer's expenses for tests and inspections, and
 - (vii) any other costs or obligations Buyer has incurred with respect to the property or the purchase transaction.

Otherwise, all expenses accrued prior to and on the Closing Date with respect to the Property shall be paid by City, and all expenses with respect to the Property accruing after the Closing Date shall be paid by Buyer. The agreements of City and Buyer set forth in this Section shall survive the Closing or any termination of this Contract.

9. Physical Inspection.

(a) Buyer may, for a period of up to 30 days after the Effective Date (the "**Inspection Period**"), at Buyer's cost and expense, cause such engineering and physical tests, inspections, and examinations to be made by firms designated by Buyer with respect to the elevations, topography, soil conditions, storm water drainage, environmental matters (including a Phase I and a Phase II environmental audit), availability of utilities, and all other matters regarding the condition of the Property (collectively, the "**Inspections**") as Buyer deems reasonably appropriate. Buyer and its designees may enter the Property to perform the Inspections and will be given access to City's records and personnel at such times and to the extent reasonably necessary to the Inspections. Buyer shall provide at least 48 hours prior notice (by telephone or email) to the City Administrator, or to any other party whom the City may designate, of any proposed entry or inspection of any Property.

(b) Buyer will cause all results and reports (collectively the "**Inspection Results**") with respect to the Inspections to be completed and delivered to Buyer prior to the expiration of the Inspection Period. If any of the Inspection Results disclose conditions or other matters reasonably unacceptable to Buyer, then Buyer will have the right to terminate this Contract by giving notice to City of its election to do so at any time within the Inspection Period and shall deliver to City along with such notice a copy of any report demonstrating the reasonably unacceptable condition or matter. If Buyer timely gives such notice to terminate this Contract, the Earnest Money Deposit will be returned to Buyer and, except as to any obligations that are to survive termination under the express terms of this Contract, neither party will have any further obligation or liability to the other under this Contract. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph and thereafter will not have the right to do so.

(c) Buyer agrees, at its sole cost and expense, to repair any damage to the Property arising from the Inspections, including such repairs as are necessary to restore the Property to its original condition prior to the Inspections, and agrees to indemnify and hold harmless City from and against all liability, loss, damages, and expenses (including reasonable attorneys' fees) for death, bodily injury, personal injury, property damage, or otherwise, arising from or related to the performance of the Inspections by Buyer or its agents, contractors or designees, all such obligation to survive the termination of this Contract, notwithstanding any contrary provision in this Contract. Any defense conducted by Buyer of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by City, and approved by the Buyer, and such approval shall not be unreasonably conditioned or withheld, and Buyer will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys' fees and any judgment that may be entered therein.

(d) Prior to Buyer entering the Property to conduct the Inspections, Buyer shall, at Buyer's sole cost and expense, obtain and maintain, or shall cause each of its agents, contractors and designees to obtain, and deliver to City certificates of insurance evidencing, the following insurance coverage: commercial liability insurance, from an insurer licensed to do business in the State of Missouri, in an amount not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2023 is equal to \$3,258,368 for all claims arising out of a single accident or occurrence and \$488,755 for any one person in a single accident or occurrence). Such policy or policies shall name City as an additional insured party, which insurance shall provide coverage against any claim for personal injury or property damage caused by Buyer or its agents, contractors, designees or employees or contractors in connection with any Inspections.

10. Buyer's Acknowledgment, Representations and Warranties. Buyer represents that Andrew Hood is duly authorized to execute this Contract on behalf of Buyer. Buyer further acknowledges, represents, and warrants that it is familiar with its obligation (pursuant to the terms of the **RFP**) to complete the construction of the Donated Parking Improvements and the New Street Parking.

11. Closing. The following will be deposited with the Title Company on or before the Closing Date:

- (a) City will deposit or cause to be deposited:
 - (i) The Deed, in the form of the attached **Exhibit C**, or a form otherwise reasonably acceptable to the Buyer, subject to the reservations and conditions set forth in the RFP and to the Permitted Exceptions (together with such other instruments as may be required by local law in connection with the conveyance of real property), duly executed and acknowledged.
 - (ii) A closing statement prepared by the Title Company and executed by City.
 - (iii) Such other documents and instruments as City is able to deliver as the Title Company may reasonably require to complete the transaction and issue the Title Policy in conformance with the terms of this Contract.
- (b) Buyer will deposit or cause to be deposited:
 - (i) By federal wire transfer of funds or other certified funds, an amount equal to the balance of the Purchase Price (as adjusted pursuant to the terms of this Contract).

- (ii) Evidence of the blocked account designated only for the construction of the New Street Parking.
- (iii) Evidence of wire for the deposit of \$294,000.00 to be held by the City.
- (iv) Such documents and instruments as the Title Company may reasonably require evidencing the due organization and valid existence of Buyer and its authority to enter into and fulfil its obligations under this Contract.
- (v) A closing statement prepared by the Title Company and executed by Buyer; and
- (vi) Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(c) Upon receipt of all of the documents and funds described in Paragraph (b), above, the Title Company will (i) record the Deed; (ii) disburse funds as shown in City's closing statement; (iii) deliver to Buyer the Title Policy, the original Deed, as recorded, and a copy of Buyer's closing statement executed Buyer; and (iv) deliver to City a photocopy of the Deed, as recorded, and a copy of City's closing statement.

12. Default. City or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.

(a) If City defaults, including being unable to deliver title to the Property as contemplated by this Contract, Buyer will have the option as Buyer's sole remedy and relief, to take such title as City can give, or of terminating this Contract, in which event the Earnest Money Deposit will be returned by the Title Company to Buyer.

(b) If Buyer defaults, City may, as City's sole remedy and relief hereunder, terminate this Contract and thereupon be entitled to receive the Earnest Money Deposit as liquidated damages (and not as a penalty). City and Buyer have made the above provision for liquidated damages because it would be difficult to calculate on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to City for such breach.

13. Notice. All notices required under this Contract and all approvals and other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by courier (guarantying next day delivery), delivered by facsimile transmission to the number herein, emailed, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

Cynthia Wagner and Gina Page,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089

Email: cwagner@smithvillemo.org; gpate@smithvillemo.org

With copy to:

Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty, Missouri 64068
Attn: John Reddoch

Email: johnr@krsr.net

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

Email: mmiller@gilmorebell.com

If to Buyer:

110 Smithville, LLC
106 West Main Street
Smithville, Missouri 64089
Attn: Eric Craig

With copy to:

Levy Craig Law Firm
4520 Main Street, Ste. 400
Kansas City, Missouri 64111
Attn: Andrew Lonard

Email: AWL@levycraig.com

Any notice will be deemed given 2 days after the date such notice is mailed as provided above, or on the day of hand-delivery or facsimile transmission.

14. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Missouri. Any action regarding or arising out of the terms and conditions of this Contract shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other, and the parties submit to such jurisdiction and venue.

15. Binding Effect. This Contract will be binding upon and, subject to the provisions of Section 16 below regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16. Brokers. Buyer represents and warrants to City that it has had no dealings with any broker or agent in connection with this transaction. Buyer agrees to indemnify and hold City harmless from any cost or expense (including commissions due or claimed to be due by any licensed real estate broker), including reasonable attorneys' fees, arising from the failure of Buyer's

representation in the preceding sentence, which obligation will survive Closing or termination of this Contract.

17. Assignment. Buyer may not assign or transfer Buyer's rights or obligations under this Contract without City's consent, which may be withheld or delayed at City's sole discretion. No assignment of this Contract by Buyer shall release Buyer of Buyer's obligations to City under this Contract.

18. Entire Agreement; Modifications. This Contract contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by City and Buyer.

19. Time of Performance. If the time for performance of any obligations or satisfaction of any condition hereunder falls on a Saturday, Sunday or a day which is a Missouri state or federal holiday, the time for performance of such obligations or satisfaction of such condition shall be extended to the next day which is not a Saturday, Sunday or Missouri state or federal holiday.

20. Waiver. The waiver by either party of any term, covenant, or condition of this Contract 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 party granting the waiver, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by the other party.

21. Condition Precedent; Counterparts. 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 Aldermen, obtained the authority to enter this Contract. This Contract may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Contract. Any signatures to counterparts may be delivered by facsimile or other electronic transmission, and such signatures shall have the same force and effect as originals. If counterparts of this Contract are not executed and delivered by all the parties and a fully executed counterpart delivered to Buyer on or before 10 Days after the City has by Ordinance or Resolution passed by the City Board of Aldermen obtained the authority to enter this Contract, this Contract shall be null and void.

[Remainder of page intentionally left blank. Signature page(s) to follow.]

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this this Contract to be executed as of the Effective Date.

City:

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor
Date:

Attest:

By: _____
Linda Drummond, City Clerk
Date:

Buyer:

110 SMITHVILLE, LLC

By: _____
Printed Name:
Title:
Date:

EXHIBIT A TO REAL ESTATE PURCHASE CONTRACT

THE RFP

EXHIBIT B TO REAL ESTATE PURCHASE CONTRACT

Buyer's Response and Bid

EXHIBIT C TO REAL ESTATE PURCHASE CONTRACT

MISSOURI SPECIAL WARRANTY DEED

THIS MISSOURI SPECIAL WARRANTY DEED, is made _____, 2024, by and between

CITY OF SMITHVILLE, MISSOURI,

a municipal corporation and fourth-class city of the State of Missouri

107 West Main Street,

Smithville, Missouri 64089

“Grantor”, and

110 SMITHVILLE, LLC,

a Missouri limited liability company

106 West Main Street

Smithville, Missouri 64089

“Grantee”

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten Dollars, and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL and CONVEY** unto Grantee, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, described as:

[TO BE CONFIRMED BY SURVEY]

All of Lots 3 and 4, Block 3, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri, EXCEPT the East 10 feet thereof.

EXCEPT: any access, entry, water, sewer, gas, electric, utility, drainage, culvert, channel, maintenance, or other easement heretofore granted to or reserved by Grantor; and

SUBJECT TO: (a) liens, encumbrances, easements, restrictions, reservations, declarations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining to the premises, unto the Grantee and Grantee’s successors and assigns, forever; Grantor hereby covenanting that, other than as set forth in Smithville **RFP** 24-12, the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to the said premises unto Grantee, and to Grantees successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as provided above.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____ 2024, before me, a Notary Public in and for said State, appeared **Damien Boley**, to me personally known, who being by me personally sworn did say that he is the Mayor of the **CITY OF SMITHVILLE MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument said instrument was signed and sealed on behalf of said city by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Printed Name:
Notary Public in and for said State

My Commission Expires:

EXHIBIT D TO REAL ESTATE PURCHASE CONTRACT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of [_____, 2024] (“Agreement”), by and between the **CITY OF SMITHVILLE, MISSOURI**, a fourth-class city, and political subdivision organized and existing under the laws of the State of Missouri (the “City”) and **110 SMITHVILLE, LLC**, a Missouri limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City has issued RFP #24-12 Sale of City-Owned Property in the Downtown District soliciting sealed proposals to purchase the Property as surplus City-owned Property (the “RFP”), and in response, the Developer delivered a detailed response dated March 7, 2024, that included an Alternative Proposal (the “Developer’s Response”); and

WHEREAS, within the Developer’s Response, the Developer agreed to pave and stripe the west half of Parcel #06517000502000, excluding the existing parking lot, to create at least thirty-nine (39) new public parking spaces (the “Donated Parking Improvements”) estimated to cost \$294,000; and

WHEREAS, the Developer also agreed to create approximately thirty-nine (39) additional improved street parking spaces on Church Street and Mill Street (the “New Street Parking,” together with the Donated Parking Improvements, the “Project”) estimated to cost \$195,000; and

WHEREAS, the City and the Developer entered into a Real Estate Contract dated [_____, 2024] (the “Real Estate Contract”) which includes the Donated Parking Improvements and New Street Parking as part of the consideration, in addition to a cash payment of \$15,054.00 for the conveyance by special warranty deed (“Deed”) of property described as follows; *All of Lots 3 and 4, Block 3, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri, EXCEPT the East 10 feet thereof* (the “Property”) [**TO BE CONFIRMED BY SURVEY**]; and

WHEREAS, the Real Estate Contract and the sale of the Property is conditioned upon assurances that the Donated Parking Improvements and the New Street Parking will be constructed.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions. The following terms shall have the following meanings as used in this Agreement:

a. **"Cure Period"** means a period of thirty (30) days after written notice is given of a Breach, as defined in Section 6 of this Agreement, during which time the Developer may cure the Breach, provided, however, that if the Breach is one that cannot reasonably be cured within said 30 days, the City may permit such additional time as may reasonably be required to cure such Breach, provided that the Developer diligently and faithfully pursues such cure.

b. **"Force Majeure Condition"** means a condition by reason of which the construction of the of the Project is prevented or materially impeded through no fault of the Developer, due to acts of God, extreme and extraordinary weather conditions, strikes, lockouts, labor troubles, inability to procure materials, failure of power, extreme and extraordinary governmental delay, pandemics, riots or other events

or circumstances beyond such party's control; provided, however that the Developer shall provide written notice to the City of the existence of the condition reasonably promptly after first becoming aware of the condition.

2. **The Project.** Developer agrees to complete the Project in accordance with the RFP and Developer's Response. Developer shall be responsible for any costs for the completion of the Project. The Developer shall obtain temporary certificates of occupancy, or equivalent approvals for the Project ("Certificates of Occupancy") on or before August 1, 2026 ("Completion Date"). On or before the Completion Date, the Project will be in acceptable condition for its intended use, and available for such use, as may be reasonably determined by the City (the "Condition").

3. **Extensions Due to Force Majeure Conditions.** The time limit for the Completion Date of the Project as set forth in **Section 2** may be extended due to any Force Majeure Condition if the Developer notifies the City of the existence of such condition as set in this Section. The extension of time for the Completion Date of the Project shall be for the period of any delay or delays caused or resulting from any Force Majeure Condition applicable to the Project; provided, however, the Developer must notify the City of the existence of such delaying event within forty five (45) days after the commencement of such Force Majeure Condition, which notice to the City shall include documentation or other information reasonably necessary to establish the existence of the Force Majeure Condition and an estimate of the approximate period of delay to be created by that event. The Developer's failure to provide such notice and documentation shall eliminate the waiver of default due to such delaying event created in this Section.

4. **New Street Parking Blocked Account.** Developer agrees that the Project construction budget (attached hereto as **Exhibit B**) designates \$195,000 to be used for the construction of the New Street Parking. Developer agrees that the construction loan agreement for the Project will include a blocked account, which may be used only for the construction of the New Street Parking and no other purpose, until the New Street Parking portion of the Project is completed. Developer will provide proof of the blocked account designated only for construction of the New Street Parking, upon full execution of the construction loan agreement for the Project. Notwithstanding anything in the Tax Increment Financing Redevelopment Agreement between the City and Developer dated August 15, 2023 (the "Redevelopment Agreement") to the contrary, in the event the New Street Parking is not completed by the Completion Date, the Developer shall forgo \$195,000 of Reimbursable Project Costs (as defined by the Redevelopment Agreement) from the Asphalt and Landscaping line item of the Project Budget attached to the Redevelopment Agreement as Exhibit C, plus interest thereon from the Completion Date equal to 8% per month until completed.

5. **Donated Parking Improvements Account.**

a. The Developer has deposited the amount of \$294,000.00 with the City (the "Deposit"). Such Deposit shall be held by the City in an interest-bearing account, subject to disbursement at the direction of or with the approval of the City (the "Escrow Account"). All funds held in the Escrow Account shall be used for the construction of the Donated Parking Improvements, and no other purpose.

b. In the event the Developer does not complete the Donated Parking Improvements by the Completion Date, the Deposit shall be used by the City for the completion of the Donated Parking Improvements. Further, to facilitate the completion of the Donated Parking Improvements, the City shall submit itemized statements for actual expenses incurred to complete the Donated Parking Improvements. The City shall disburse the moneys for payment of such costs from the Escrow Account until the funds have been depleted from the Escrow Account and the Developer will thereafter be responsible to pay the amounts set forth on such statements within 30 days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum. Developer shall supply these additional funds in a timely manner so that City activities may continue without interruption.

c. Disbursements from the from the Escrow Account will be authorized, as necessary, by the City for such purposes upon receipt of a disbursement request in substantially the form attached hereto as **Exhibit A** ("Disbursement Request"). Upon receipt of an executed and complete Disbursement Request (together with supporting invoice), the City shall have 15 calendar days to inform the Developer of any inadequacy of the Disbursement Request. If such 15-day time period passes without such notification, the City shall be deemed to have accepted the Disbursement Request and disburse funds from the Escrow Account to the Developer for the costs of the Donated Parking Improvements.

d. Upon completion of the Donated Parking Improvements and the issuance of the Certificate of Occupancy for the Donated Parking Improvements, any amount remaining in the Escrow Account shall be dispersed to the Developer.

6. Breach; Cure Period. If the Condition is not met on or before the Completion Date, as such Completion Date may be extended as a result of Force Majeure Conditions as provided in Section 3, a breach ("Breach") of the Condition shall be deemed to have occurred. If the City reasonably determines that a Breach has occurred, the City shall provide written notice to Developer and the Developer shall have the right to cure the Breach within the Cure Period.

7. Default; Remedies. If a Breach is not Cured within the Cure Period, the Developer shall be in Default. Upon Default by Developer, the City shall have the right, but not the obligation, to institute such proceedings as may be necessary or desirable in the City's sole opinion to compensate the City for any damages resulting from all breaches by the Developer, including, but not limited to, proceeding for breach of contract, damages, or specific performance.

8. Termination of the Condition. The Condition shall terminate and cease to be of any further force or effect upon the date that the last required Certificate of Occupancy is issued for the Project. The Certificates of Occupancy for the Project shall be deemed to be conclusive evidence of termination of the Condition and shall release the Developer, and its successors in title, from all obligations under this Agreement.

9. Attorney's Fees. Developer agrees to indemnify and hold City harmless from any costs or expenses, including paying reasonable attorneys' fees, arising from the Developer's breach or threatened breach of this Agreement, including but not limited to, the costs of enforcing this Agreement and the costs of obtaining an injunction, restraining order, or specific performance.

10. City Requirements and Prior Approval. The Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the Project. The Developer agrees that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must comply and does not in any way constitute prior approval of any proposal for development. The Developer acknowledges that the City may not lawfully contract away its police powers and that approval of any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider any application in accordance with all applicable laws with respect to the development of any property. Prior to commencement of construction on the Project on public property and ending upon completion of the Project on public property, the Developer shall, or shall ensure that its contractors shall, maintain a payment bond in a form approved by the city attorney, in an amount equal to the costs of the Project on public property, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City.

11. Notices. All notices required under this Agreement and all other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by courier (guarantying next day delivery), delivered by facsimile transmission to the number herein, emailed, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

Cynthia Wagner and Gina Page,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089
Email: cwagner@smithvillemo.org; gpate@smithvillemo.org

With copy to:

Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty, Missouri 64068
Attn: John Reddoch
Email: johnr@krsr.net

and

Gilmore & Bell, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108
Attn: Megan Miller
Email: mmiller@gilmorebell.com

If to Developer:

110 Smithville, LLC
106 West Main Street
Smithville, Missouri 64089
Attn: Eric Craig

With copy to:

Levy Craig Law Firm
4520 Main Street, Ste. 400
Kansas City, Missouri 64111
Attn: Andrew Lonard
Email: AWL@levycraig.com

12. Non-Merger. All of the terms, condition, covenants, representations, warranties, and restrictions of this Agreement, which by their terms involve a performance of any act or obligation after delivery of the Deed to the Developer, shall survive closing and delivery of the Deed to the Developer; it being intended that no provision of this Agreement shall be deemed to be merged into any subsequent deed or conveyance of the Property from the City to the Developer, and such subsequent deed shall not be deemed to affect or impair the rights or obligations under this Agreement.

13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Developer to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

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

15. Applicable Law. This Agreement shall be governed by the applicable law of the State of Missouri.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

CITY:

CITY OF SMITHVILLE, MISSOURI

(Seal)

By _____
Mayor

ATTEST:

City Clerk

DEVELOPER:

110 SMITHVILLE, LLC

By _____
Name: _____
Title: _____

FORM OF DISBURSEMENT REQUEST

Disbursement No. _____

Date: _____

DISBURSEMENT REQUEST

TO: CITY OF SMITHVILLE, MISSOURI (the “City”)

110 Smithville, LLC (the “Company”) hereby requests that a total of \$_____ be paid for the Donated Parking Improvements in accordance with this request and the Escrow Agreement (the “Escrow Agreement”) between the City and the Company dated [_____, 2024] in such amounts, to such payees and for such purposes as set forth on **Exhibit A** attached hereto.

We hereby state and certify that:

(i) the amounts requested are or were necessary and appropriate in connection with the construction and installation of the Donated Parking Improvements, have been properly incurred and are a proper charge against the Escrow Account, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Escrow Account,

(ii) as of this date, except for the amounts specified above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the construction and installation of the Donated Parking Improvements which, if unpaid, might become the basis of a vendors’, mechanics’, laborers’ or materialmen’s statutory or similar lien or any part thereof;

(iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Escrow Account in any previous or pending application for payment made pursuant to the Escrow Agreement;

(iv) all work has been performed in a good and workmanlike manner; and

(v) no defaults have occurred and are continuing under the Escrow Agreement.

110 SMITHVILLE, LLC

By: _____
Title:

Approved and Accepted:

CITY OF SMITHVILLE, MISSOURI

By: _____
Title:

EXHIBIT A TO DISBURSEMENT REQUEST

Amount

Payee and Address

Description

EXHIBIT B TO ESCROW AGREEMENT

CONSTRUCTION BUDGET

PROJECT BUDGET

Budget Item	Total Costs	Est. TIF Reimbursable Costs	Est. Private Debt & Equity
Land			
Land Purchased From City	\$23,243	\$0	\$23,243
Private Land Purchase	\$285,000	\$154,121	\$130,879
Land Value	\$308,243	\$154,121	\$154,122
Sitework/ Infrastructure			
Demolition	\$480,000	\$480,000	\$0
Utilities	\$150,000	\$150,000	\$0
Asphalt and Landscaping	\$300,000	\$300,000	\$0
Total Sitework	\$930,000	\$930,000	\$0
Hard Costs			
Building Construction	\$11,516,700	\$0	\$11,516,700
Initial Commercial Tenant Improvements	\$273,000	\$30,910	\$242,090
Total Construction Cost	\$11,789,700	\$30,910	\$11,758,790
Soft Costs			
Payoff Existing Debt	\$70,000	\$0	\$70,000
Architecture	\$242,000	\$0	\$242,000
Engineering	\$295,950	\$0	\$295,950
Permitting	\$50,000	\$0	\$50,000
Parkland Dedication Fees	\$0	\$0	\$0
Misc. Pre-Construction Costs (Inspect.)	\$50,000	\$0	\$50,000
Title and Survey	\$50,000	\$0	\$50,000
Legal (Including TIF)	\$125,000	\$0	\$125,000
Loan Origination Fee (Lender)	\$43,752.00	\$0	\$43,752
Loan Advisory Fee (Inc.TIF)	\$124,232.00	\$0	\$124,232
Interest Carry	\$689,092.00	\$0	\$689,092
Construction Period Taxes	\$15,000.00	\$0	\$15,000
Developer Fees	\$589,485.00	\$0	\$589,485
Total Soft Costs	\$2,344,511	\$0	\$2,344,511
Subtotal Project Cost	\$15,372,454	\$1,115,031	\$14,257,423
Contingency: 3%	\$461,174	\$0	\$461,174
Grand Total	\$15,833,628	\$1,115,031	\$14,718,597

RFP #24-12 Sale of City-Owned Property in Downtown District – Southside of Church Street

**THE CITY OF SMITHVILLE, MISSOURI REQUESTS SEALED PROPOSALS
FOR THE FOLLOWING:**

The City of Smithville, Missouri (the “City”) is soliciting proposals from qualified individuals and entities to buy real estate in the Downtown District which is currently being used by the City for public parking (the “Property”). The City desires to sell the Property with a restriction that the Property remain available for use as a parking lot as described on **Exhibit 2** by the successful bidder (the “Purchaser”), its customers or tenants, including use of a portion of the Property for non-parking uses, including building structures as described on **Exhibit 2**.

The Property, legally described on **Exhibit 1** attached hereto, is being sold "as is" without any representation as to its current condition for the limited future purpose of improving and maintaining a parking lot and constructing buildings on portions of the Property. The sale will be upon the condition that a parking lot be constructed, and thereafter maintained and operated pursuant to the terms and specifications set forth in this Request for Proposals (the “RFP”). If the parking lot is not timely constructed, maintained, and operated pursuant to the terms and conditions of this RFP, the ownership of the Property shall revert back to the City. Such reversion shall not relieve the Purchaser of responsibility for any liability for damages caused by the Purchaser prior to such reversion even if the liability or damages are not discovered until after the reversion.

The purpose of this RFP is to identify a buyer with the interest, resources, and experience to purchase and develop (as more fully described in **Exhibit 2** attached hereto) the Property. The bidder deemed to have submitted the highest and best bid will be offered the opportunity to sign a real estate purchase contract with the City as drafted and prepared by the City generally in the form attached hereto as **Exhibit 3**. If the City and the Purchaser are reasonably unable to reach agreement as to the terms of the contract, the City may, at its option, select the second highest and best bid or reject all bids submitted in response to this RFP.

All bidders for the Property submitting a bid recognize and agree that the contract for sale is in fee simple determinable. The Property is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the building/construction and maintenance of the parking lot in accord with the specifications set forth in **Exhibit 2**. Such parking lot is to be built, and continually thereafter maintained and operated as a parking lot on the Property as described in **Exhibit 2**, subject to the terms herein and in any subsequent real estate purchase contract or deed.

INSTRUCTIONS TO BIDDERS

1. RFPs must be addressed to Gina Pate, 107 West Main Street, Smithville, Missouri 64089, and be received before 10:00 a.m. on the date of closing.
2. Responses and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All responses must be sealed and marked on the outer envelope by RFP number. The only

information read after opening of bids will be the vendors, contractors, or proposers who responded. All bids must be submitted on or before 10:00 a.m. on the 8th day of March, 2024, at City Hall (the "Bid Date").

3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Gina Pate, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089; (816) 532-3897.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.



Finance Director

Issued: February 15, 2024

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific RFP, will be received by the City of Smithville, Missouri 107 West Main Street, Smithville, Missouri 64089 (the “City”), until the Bid Date.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities or irregularities, and to accept the offer that the City considers to be the highest and best bid.
3. Vendors, bidders, or proposers should use the form provided for the purpose of submitting proposals and if applicable should give the offered price. Any questions regarding this request may be addressed to Gina Pate, Assistant City Administrator, 107 West Main Street, Smithville, Missouri 64089, (816) 532-3897.

**RFP #24-12 Sale of City-Owned Property
in the Downtown District – Southside of Church Street
General Information**

I. Site Information

The City of Smithville, Missouri (the “City”) was established in 1867 and still retains its strong agricultural roots. Downtown Smithville seeks to be the civic, entertainment, and cultural heart of the community. The City is completing a multi-phase, multi-million dollar streetscape project in the general downtown area which includes asphalt street replacement, curb and gutter, sidewalk, storm sewer, streetlights, traffic signs, and other amenities. A 1.6-mile trail connecting downtown Smithville to Smithville Lake has recently been constructed.

The Property offered for sale is more fully described in **Exhibit 1** which is attached hereto. The site is currently used as a public car park and is being offered for sale "as is" without any representation concerning its current condition. **The Property is included within a redevelopment area pursuant to the 110 Smithville Tax Increment Financing Plan (the “TIF Plan”) on file with the City. The Property must be developed in conformance with the TIF Plan.**

The Property is currently zoned B-4. Section 400.170 of the City Code provides the precise language of generally allowed uses. The Property must be used as a parking lot as described herein, including use of a portion of the Property for non-parking uses, including building structures, or it will automatically revert back to ownership by the City. The Property will need to be developed and maintained in accordance with the specifications set forth in **Exhibit 2** attached hereto or as otherwise agreed to in writing by the City.

II. Evaluation & Selection

The City will evaluate proposals and select the proposal that it judges to be in the highest and best bid.

The City's evaluation criteria will include in no particular order, but shall not be limited to the following:

- Price to be paid for said property.
- Overall responsiveness to the RFP.
- The generally anticipated ability of the bidder to timely construct, and thereafter maintain and operate at least a portion of the property as a parking lot in accordance with the terms and conditions of this RFP including **Exhibit 2**.

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, and the Board of Alderman.

Issue RFP: February 15, 2024

Proposals due: March 8, 2024, 10:00 a.m.

After selection by the Board of Alderman, within 30 days the City will present the successful bidder a real estate purchase contract in substantially the form attached hereto in **Exhibit 3**. The successful bidder will have 10 days, or as otherwise agreed by the Board of Aldermen in writing, to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the responses.

All submittals shall become the property of the City, and, after the selection process, will be a public record.

III. Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter should briefly acknowledge that the property will be used in accordance with the terms and conditions of this RFP.

B. Qualifications and Experience: Summarize the respondent's ability and experience, to timely build, maintain and operate the parking lot.

C. Legal Disclosure: Disclosure of any judgments, bankruptcies, legal proceedings, or conflicts of interest related to projects the respondent has developed, owned, or has a substantial ownership interest in.

D. Purchase Price: Provide a statement of the proposed purchase price associated with the respondent's proposal.

IV. Questions & Information Requests

Any amendments or addenda to this RFP will be posted on the City's website and distributed directly to respondents known to have the RFP. To ensure you are sent the latest information regarding this request, you must register as an interested respondent by submitting your contact information to Assistant City Administrator Gina Pate. The City will distribute any amendments or addenda by email. Questions about the RFP may be directed to Gina Pate, Assistant City Administrator, at 816-532-3897 or GPate@smithvillemo.org. Contact regarding the RFP with any persons other than Gina Pate, including other City staff, other third parties hired by the City, and City elected officials, may result in the disqualification of the submitted response to the RFP.

All respondent communications with the City will be considered confidential prior to the opening of responses. Responses will be sent to all registered respondents. No further questions will be answered after this date.

V. Terms & Conditions

- A.** All proposals shall become an integral part of any real estate purchase contract and/or development agreement executed between the City and the bidder/Purchaser.
- B.** Supplemental materials will not be accepted after the proposals have been opened, unless requested of all bidders by the City.
- C.** The City reserves the right to amend, modify, or withdraw this RFP for any reason, or no reason whatsoever, and at the City's sole and absolute discretion.
- D.** This RFP does not commit the City to select any proposal submitted for the Property or enter into an agreement with any bidder.
- E.** The City reserves the right to reject any proposal or all proposals if deemed to be in the best interest of the City. The City reserves the right to waive informalities or irregularities in the RFP or the response.
- F.** No respondent may withdraw their proposal for a period of ninety (90) days from the response date.
- G.** All responses to this RFP and documents and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Act until a contract is executed or until RFP responses are rejected. All responses to this RFP, proposals and supplementary material will become the property of the City when submitted. Thereafter, all responses to the RFP and all proposals will become public information.
- H.** The selection of bidder is subject to the approval of the City by its Board of Alderman, at its sole discretion.
- I.** The City will not be liable for any expenses incurred by any respondent in replying to this RFP or for expenses incurred by the successful respondent during the negotiation of a development agreement between the respondent and the City.

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

**RFP #24-12 Sale of City-Owned Property
in the Downtown District – Southside of Church Street
PROPOSAL RESPONSE FORM**

Name of Company or Individual _____ (Print Name) submitting the Proposal.

If submitted by an agent _____ (Print the Name of the Agent Submitting RFP.

Acknowledgment, _____ (Firm or Company), have read and reviewed the RFP and attached specifications.

I state the _____ hereby offer meets or exceeds all requirements. All other required information must be attached.

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Tax ID No.

E-Mail Address

Exhibit 1

Legal Description

All of Lots 3 and 4, Block 3, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri, EXCEPT the East 10 feet thereof.

Exhibit 2

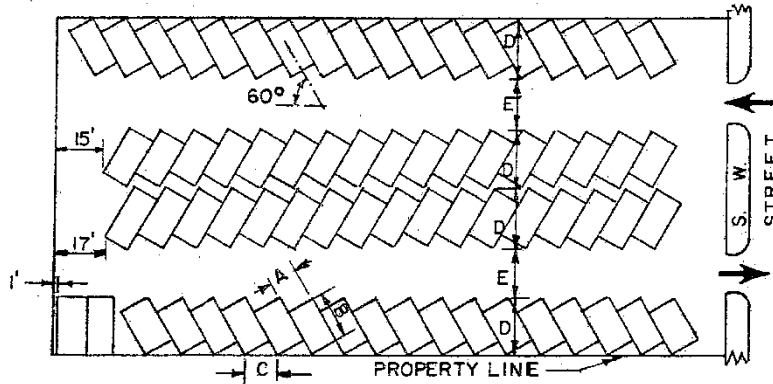
Minimum Parking Lot Requirements

- Standard space size 8.5 ft wide by 19 ft long (minimum).
- ADA Spaces shall meet requirements of the Americans with Disabilities Act for number of spaces required and size.
 - Van accessible space shall be a minimum of 11 ft. wide.
 - Pedestrian access aisle shall be a minimum of 5 ft. wide.
- Lighting shall be provided – a photometric plan shall be provided.
 - Light poles, base and head shall be equivalent to the streetlights used in the downtown Streetscape (attached specification).
- Vehicle overhang shall not encroach pedestrian walkways / sidewalks.
- Responses should include the ability of the Bidder/Purchaser to include EV-Capable and EV-Ready parking spaces, as defined below, and the number of EV-Capable and EV-Ready parking spaces the Bidder/Purchaser intends to consider including. The City agrees to work with the Bidder/Purchaser in exploring additional funding to allow for including EV-Capable and EV-Ready parking spaces more financially feasible.
 - EV-CAPABLE SPACE. A dedicated parking space with electrical panel capacity and space for a branch circuit dedicated to the EV parking space that is not less than 40-ampere and 208/240-volt and equipped with raceways, both underground and surface mounted, to enable the future installation of electric vehicle supply equipment. For two adjacent EV-Capable spaces, a single branch circuit is permitted.
 - EV-READY SPACE. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted
- Drainage Study required.
 - Drainage study shall include pre and post developed runoff calculations.
 - Storm sewer and detention as necessary based on study.
- Pavement and subgrade specifications.
 - Compact subgrade to 95% compaction.
 - Base 6" compacted AB-3.
 - 5" Concrete or 6" asphalt pavement.
 - Except if there are trash dumpsters and/or commercial loading areas, the commercial loading areas, solid waste truck path and dumpster area will need to be 8" concrete or 9" asphalt.
 - All concrete is KCMMB 4000psi.
 - Asphalt to meet City Specifications for maximum 15% RAP in base course, Virgin top lift, asphalt cement PG 64-22.
 - Drive approach shall be 6" concrete to R/W (except if SW or other commercial activities accesses the parking lot the approach will need to be 8" concrete).

- Striping shall be Thermo-plastic.
- Must maintain property to the following standards:
 - Clean, sightly and healthy condition and in good repair.
 - Bidder/Purchaser shall promptly repair any damage, excessive wear and tear, or decay on the Property.
 - Provide for regular maintenance, including, but not limited to mowing, landscaping, snow removal, litter cleanup, waste removal and the like.
 - Bidder/Purchaser must keep the Property in compliance with the City Code and failure to do so will result in enforcement and/or fines as determined by the City.

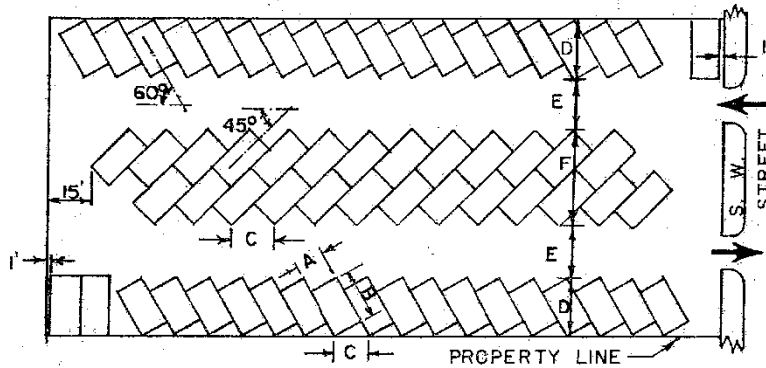
OFF-STREET PARKING STANDARDS

60° PERIMETER & ISLAND PARKING



60° PERIMETER & ISLAND PARKING					
STALL WIDTH	A	8.5'	9'	9.5'	10'
STALL LENGTH	B	19'	19'	19'	19'
CURB LENGTH/ CAR	C	9.8'	10.5'	11'	11.5'
STALL DEPTH	D	21'	21'	21'	21.5'
DRIVEWAY WIDTH	E	18.5'	18'	18'	18'

45° & 60° HERRINGBONE PATTERN PARKING



STALL WIDTH		STALL LENGTH		CURB LENGTH PER CAR		STALL DEPTH		DRIVEWAY WIDTH		ISLAND WIDTH	
A	B	C/45°	C/60°	D/60°	E/60°	F					
8.5'	19'	12'	9.8'	21'	18.5'	33'					
9'	19'	12.7'	10.5'	21'	18'	33'					
9.5'	19'	13.5'	11'	21'	18'	33'					
10'	19'	14'	11.5'	21.5'	18'	34'					

PARALLEL PARKING

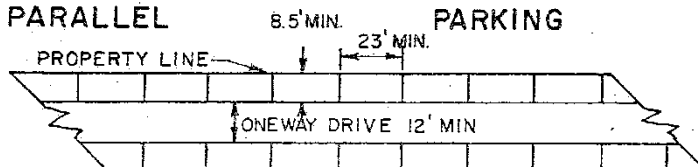


Exhibit 3

Real Estate Purchase Contract

THIS REAL ESTATE SALE CONTRACT (the “**Contract**”) is made by and between the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri (“**City**”), and

[**BUYER**], a _____ (“**Buyer**”),

dated as of the date on which either party last signs this Contract as dated beneath the parties’ signature (the “**Effective Date**”).

BACKGROUND:

A. City owns the real property located in the Downtown District of the City in Clay County, Missouri, described as follows (the “**Property**”):

All of Lots 3 and 4, Block 3, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri, EXCEPT the East 10 feet thereof.

B. Pursuant to the authority of Missouri law, City has issued **RFP # 24-12 Sale of City-Owned Property in the Downtown District** soliciting sealed proposals to purchase the Property as surplus City-owned Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit A** (the “**RFP**”).

C. In response to the **RFP**, Buyer delivered a detailed Proposal Response Form and bid for the Property, a copy of which is attached to and by this reference incorporated into this Contract as **Exhibit B** (the “**Buyer’s Response**”)

D. Based on Buyer’s response and bid as set forth in the Buyer’s Response, City deemed Buyer the successful bidder under the terms of the **RFP**.

AGREEMENTS:

In consideration of the Purchase Price (defined below), the facts recited above, the mutual covenants and agreements set forth in this Contract, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of them, City and Buyer agree as follows:

1. Contract Documents. The Contract between City and Buyer consists of this Contract, incorporating the RFP and the Buyer’s Response. City and Buyer agree that in the event of a conflict in the interpretation of the contract documents, the terms within the contract documents shall be construed or given binding effect in the following order: this Contract, the RFP, the Buyer’s Response.

2. Sale of Property; Condition; Reverter. City agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from City, for the price and upon and subject to the terms, conditions and provisions set forth in this Contract, and upon the express condition that the

Property be developed and maintained as a parking lot, including the use of a portion for building structures, under the terms and conditions of the RFP. If for any reason Buyer or its heirs, successors or assigns fail to develop and maintain the Property pursuant to the terms of the RFP, the property shall revert back to the City.

3. Purchase Price, Earnest Money Deposit. The purchase price (“**Purchase Price**”) for the Property is \$_____, which Buyer agrees to pay as follows:

(a) \$_____ in good funds, to be deposited by Buyer within one business day after the Effective Date in the insured trust or escrow account of **Coffelt Land Title, Inc.** 9574 N McGee, Kansas City, Missouri 64155 (the “**Title Company**”), to be held by the Title Company without interest as an earnest money deposit (the “**Earnest Money Deposit**”); and

(b) the balance of \$_____ by federal wire transfer of funds or other certified funds at Closing (defined below), adjusted at Closing for credits, prorations closing costs and any other adjustments set forth in this Contract.

4. Closing; Possession. Subject to all the terms of this Contract, this transaction will be closed (the “**Closing**”) at the office of the Title Company on _____, 2024 (the “**Closing Date**”), or a prior date mutually agreed to by the parties, and possession of the Property will be delivered to Buyer upon Closing. An executed copy of this Contract will be delivered to the Title Company by City and will constitute the instructions to the Title Company to complete the Closing.

5. “As-Is” Purchase. Buyer is purchasing the Property **AS IS, WHERE IS, IN ITS PRESENT CONDITION, WITH ALL FAULTS**, patent and latent, and, only except as otherwise expressly stated in this Contract, without any representations or warranties by City or on behalf of City. Buyer represents to City that Buyer knows, has examined and investigated or will, under the provisions of this Contract, examine and investigate to the full satisfaction of Buyer, the physical nature and condition, including environmental condition, of the Property; and agrees that neither City nor any of City’s elected officials, officers, employees, agents, or other representative of City has, except as expressly stated in this Contract, made any representation, promise or warrant whatsoever regarding the Property or any part thereof, including without limiting the generality of the foregoing, any representation as to the physical nature or condition, including environmental condition, thereof, restrictions thereon, the value or the financial prospect therefor, its suitability for a particular purpose, or the availability of utilities; and agrees that Buyer executing, delivering, and/or performing this Contract, does not, except as expressly set forth in this Contract, rely upon any statement or information to whomever made or given, directly or indirectly, verbally or in writing, by City or any party purporting to act or speak on behalf of the City. By accepting the deed to the Property at Closing, Buyer shall be deemed to have waived, released, forever discharged from, and agreed not to sue City, its elected officials, officers, employees, agents, or other representative of City, or their respective heirs, personal representatives, successors and assigns, for, any and all claims, actions, suits and proceedings of whatever kind or nature arising out of, as a result of or in connection with the physical or financial condition of the Property or any improvements thereon.

6. Title Insurance; Survey. As soon after the Effective date as reasonably possible, City will cause the Title Company to deliver to Buyer a title insurance commitment (the “**Title Commitment**”) for an ALTA Owner’s Policy in the amount of the Purchase Price (the “**Title Policy**”), along with a copy of any exception documents listed in Schedule B of the Title Commitment. If Buyer desires to obtain a survey of the Property (a “**Survey**”), Buyer will order

the Survey not later than 5 days after the Effective Date, and Buyer assumes responsibility for paying for the Survey. Buyer will have 20 days after receipt of the Title Commitment (the “**Objection Period**”) in which to notify City in writing of any reasonable objections Buyer has regarding any matters shown or referred to in the Title Commitment or the Survey. Any matters which are stated in the Title Commitment or disclosed by the Survey and to which Buyer does not object within the Objection Period will be deemed to be permitted exceptions to the status of City’s title (the “**Permitted Exceptions**”). Regarding items to which Buyer does object within the Objection Period, City will have 30 days after receipt of Buyer’s written notice of objections to cure such objections (“**Title Cure Period**”). If such matters are not corrected within the Title Cure Period, or if City and Buyer have not agreed to extend the Title Cure Period by amending this Contract, Buyer’s sole remedy will be to either accept such title as City is able to deliver, without diminution to the Purchase Price, or to terminate this Contract by written notice to City within 5 days after the expiration of the Objection Period. If Buyer does not deliver the notice of termination to City within the 5 days, Buyer will be deemed to have irrevocably waived all objections to title to the Property which were disclosed by the Title Commitment or the Survey, all such matters will be deemed to be Permitted Exceptions, and this Contract will remain in full force and effect and the parties will proceed to close this transaction according to the terms of this Contract. If Buyer delivers a notice of termination of the Contract within the 5 days, the Earnest Money Deposit will be returned to Buyer and neither party will have any further obligation under this Contract, except as to any obligations that are to survive termination under the express terms of this Contract. Nothing in this Contract will be construed to require City to bring any action or proceeding or otherwise to incur any expense to cure any title or survey objections under the terms of this Contract.

7. Prorations; Closing Costs. As a government entity, City is not subject to general state, county and city taxes and installments of special assessments assessed against its property. To the extent general taxes or assessments are levied or assessed against the property post-Closing, they shall be the sole responsibility of Buyer.

(a) City will pay:

- (i) all expenses in connection with the payment of any encumbrances and recording costs to release any encumbrances which City elects or is obligated to release or satisfy by the terms of this Contract, and
- (ii) City’s attorneys’ fees.

(b) Buyer will pay:

- (i) all charges for the Title Policy, including for extended coverage and endorsements,
- (ii) costs of recording the deed and any loan documents related to financing arranged by Buyer,
- (iii) the cost of any Survey or survey update Buyer obtains,
- (iv) Buyer’s attorneys’ fees,
- (v) any escrow and closing fees charged by the Title Company,
- (vi) Buyer’s expenses for tests and inspections, and (vii) any other costs or obligations Buyer has incurred with respect to the property or the purchase transaction.

Otherwise, all expenses accrued prior to and on the Closing Date with respect to the Property shall be paid by City, and all expenses with respect to the Property accruing after the Closing

Date shall be paid by Buyer. The agreements of City and Buyer set forth in this Section shall survive the Closing or any termination of this Contract.

8. Physical Inspection.

(a) Buyer may, on or before 30 days after the Effective Date (the “**Inspection Period**”), at Buyer’s cost and expense, cause such engineering and physical tests, inspections, and examinations to be made by firms designated by Buyer with respect to the elevations, topography, soil conditions, storm water drainage, environmental matters (including a Phase I and a Phase II environmental audit), availability of utilities, and all other matters regarding the condition of the Property (collectively, the “**Inspections**”) as Buyer deems reasonably appropriate. Buyer and its designees may enter the Property to perform the Inspections and will be given access to City’s records and personnel at such times and to the extent reasonably necessary to the Inspections. Buyer shall provide at least 48 hours prior notice (by telephone or email) to the City Administrator, or to any other party whom the City may designate, of any proposed entry or inspection of any Property.

(b) Buyer will cause all results and reports (collectively the “**Inspection Results**”) with respect to the Inspections to be completed and delivered to Buyer prior to the expiration of the Inspection Period. If any of the Inspection Results disclose conditions or other matters reasonably unacceptable to Buyer, then Buyer will have the right to terminate this Contract by giving notice to City of its election to do so at any time within the Inspection Period, and shall deliver to City along with such notice a copy of any report demonstrating the reasonably unacceptable condition or matter. If Buyer timely gives such notice to terminate this Contract, the Earnest Money Deposit will be returned to Buyer and, except as to any obligations that are to survive termination under the express terms of this Contract, neither party will have any further obligation or liability to the other under this Contract. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph and thereafter will not have the right to do so.

(c) . Buyer agrees, at its sole cost and expense, to repair any damage to the Property arising from the Inspections, including such repairs as are necessary to restore the Property to its original condition prior to the Inspections, and agrees to indemnify and hold harmless City from and against all liability, loss, damages, and expenses (including reasonable attorneys’ fees) for death, bodily injury, personal injury, property damage, or otherwise, arising from or related to the performance of the Inspections by Buyer or its agents, contractors or designees, all such obligation to survive the termination of this Contract or the reversion of the property, notwithstanding any contrary provision in this Contract. Any defense conducted by Buyer of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by City, and Buyer will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys’ fees and any judgment that may be entered therein.

(d) Prior to Buyer entering the Property to conduct the Inspections, Buyer shall, at Buyer’s sole cost and expense, obtain and maintain, or shall cause each of its agents, contractors and designees to obtain, and deliver to City certificates of insurance evidencing, the following insurance coverage,: commercial liability insurance, from an insurer licensed to do business in the State of Missouri, in an amount not less than the then-current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2023 is equal to \$3,258,368 for all claims arising out of a single accident or

occurrence and \$488,755 for any one person in a single accident or incurrence). Such policy or policies shall name City as an additional insured party, which insurance shall provide coverage against any claim for personal injury or property damage caused by Buyer or its agents, contractors, designees or employees or contractors in connection with any Inspections.

9. Buyer's Acknowledgment, Representations and Warranties. Buyer represents that _____ is duly authorized to execute this Contract on behalf of Buyer. Buyer further acknowledges, represents, and warrants that it is familiar with its obligation (pursuant to the terms of the RFP) to complete the construction of a parking lot, including the use of a portion of the Property for non-parking uses, including building structures on the property, and continually thereafter to maintain and operate it as such. If Buyer fails to build, maintain, and operate a parking lot on the property as required pursuant to the terms of the RFP, then the property will revert back to the City.

10. Closing. The following will be deposited with the Title Company on or before the Closing Date:

(a) City will deposit or cause to be deposited:

- (i) The Deed, in the form of the attached **Exhibit C**, or a form otherwise reasonably acceptable to the Buyer, subject to the reservations and conditions set forth in the RFP and to the Permitted Exceptions (together with such other instruments as may be required by local law in connection with the conveyance of real property), duly executed and acknowledged.
- (ii) A closing statement prepared by the Title Company and executed by City.
- (iii) Such other documents and instruments as City is able to deliver as the Title Company may reasonably require to complete the transaction and issue the Title Policy in conformance with the terms of this Contract.

(b) Buyer will deposit or cause to be deposited:

- (i) By federal wire transfer of funds or other certified funds, an amount equal to the balance of the Purchase Price (as adjusted pursuant to the terms of this Contract).
- (ii) Such documents and instruments as the Title Company may reasonably require evidencing the due organization and valid existence of Buyer and its authority to enter into and fulfil its obligations under this Contract.
- (iii) A closing statement prepared by the Title Company and executed by Buyer; and
- (iv) Such other instruments as are required by this Contract and/or as are reasonably necessary or appropriate to consummate the sale contemplated by this Contract.

(c) Upon receipt of all of the documents and funds described in Paragraph (b), above, the Title Company will (i) record the Deed; (ii) disburse funds as shown in City's closing statement; (iii) deliver to Buyer the Title Policy, the original Deed, as recorded, and a copy of Buyer's closing statement executed Buyer; and (iv) deliver to City a photocopy of the Deed, as recorded, and a copy of City's closing statement.

11. Default. City or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract.

(a) If City defaults, including being unable to deliver title to the Property as contemplated by this Contract, Buyer will have the option as Buyer's sole remedy and relief, to take such title as City can give, or of terminating this Contract, in which event the Earnest Money Deposit will be returned by the Title Company to Buyer.

(b) If Buyer defaults, City may, as City's sole remedy and relief hereunder, terminate this Contract and thereupon be entitled to receive the Earnest Money Deposit as liquidated damages (and not as a penalty). City and Buyer have made the above provision for liquidated damages because it would be difficult to calculate on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to City for such breach.

12. Notice. All notices required under this Contract and all approvals and other communications required or permitted to be given hereunder, must be in writing and be hand-delivered, delivered by courier (guarantying next day delivery), delivered by facsimile transmission to the number herein, emailed, or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

Cynthia Wagner and Gina Page,
Smithville City Hall
107 West Main Street,
Smithville, Missouri 64089

Email: cwagner@smithvillemo.org; gpate@smithvillemo.org

With copy to:

Kuhlman, Reddoch and Sullivan PC
Suite 200
1201 W. College
Liberty, Missouri 64068
Attn: John Reddoch

Email: johnr@krsr.net

If to Buyer:

With copy to:

Any notice will be deemed given 2 days after the date such notice is mailed as provided above, or on the day of hand-delivery or facsimile transmission.

13. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Missouri. Any action regarding or arising out of the terms and conditions of this

Contract shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other, and the parties submit to such jurisdiction and venue.

14. Binding Effect. This Contract will be binding upon and, subject to the provisions of Section 16 below regarding assignment, inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

15. Brokers. Buyer represents and warrants to City that it has had no dealings with any broker or agent in connection with this transaction. Buyer agrees to indemnify and hold City harmless from any cost or expense (including commissions due or claimed to be due by any licensed real estate broker), including attorneys' fees, arising from the failure of Buyer's representation in the preceding sentence, which obligation will survive Closing or termination of this Contract.

16. Assignment. Buyer may not assign or transfer Buyer's rights or obligations under this Contract without City's consent, which may be withheld or delayed at City's sole discretion. No assignment of this Contract by Buyer shall release Buyer of Buyer's obligations to City under this Contract.

17. Entire Agreement; Modifications. This Contract contains the entire agreement between City and Buyer and there are no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning the sale contemplated hereunder. No alteration, change or modification of this Contract will be effective unless made in writing and executed by City and Buyer.

18. Time of Performance. If the time for performance of any obligations or satisfaction of any condition hereunder falls on a Saturday, Sunday or a day which is a Missouri state or federal holiday, the time for performance of such obligations or satisfaction of such condition shall be extended to the next day which is not a Saturday, Sunday or Missouri state or federal holiday.

19. Waiver. The waiver by either party of any term, covenant, or condition of this Contract 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 party granting the waiver, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by the other party.

20. Condition Precedent; Counterparts. 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 Aldermen, obtained the authority to enter this Contract. This Contract may be executed in separate counterparts, each of which will be deemed to be an original and all of which, collectively, will be deemed to constitute one and the same Contract. Any signatures to counterparts may be delivered by facsimile or other electronic transmission, and such signatures shall have the same force and effect as originals. If counterparts of this Contract are not executed and delivered by all the parties and a fully executed counterpart delivered to Buyer on or before 10 Days after the City has by Ordinance or Resolution passed by the City Board of Aldermen obtained the authority to enter this Contract, this Contract shall be null and void.

[Remainder of page intentionally left blank. Signature page(s) to follow.]

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this this Contract to be executed as of the Effective Date.

City:

CITY OF SMITHVILLE, MISSOURI

By: _____

Damien Boley, Mayor

Date:

Buyer:

[BUYER]

By: _____

Printed Name:

Title:

Date:

EXHIBIT A TO REAL ESTATE SALE CONTRACT

THE RFP

[Insert RFP 24-12]

EXHIBIT B TO REAL ESTATE SALE CONTRACT

Buyer's Response and Bid

[Insert Buyer's Response to RFP 24-12]

EXHIBIT C TO REAL ESTATE SALE CONTRACT

MISSOURI SPECIAL WARRANTY DEED DETERMINABLE

THIS MISSOURI SPECIAL WARRANTY DEED DETERMINABLE, is made _____,
2024, by and between

CITY OF SMITHVILLE, MISSOURI,

a municipal corporation and fourth-class city of the State of Missouri
107 West Main Street,
Smithville, Missouri 64089

“Grantor”, and

[BUYER],
[Buyer’s Address]

“Grantee”

WITNESSETH, THAT GRANTOR, in consideration of the sum of Ten Dollars, and other good and valuable consideration paid to Grantor by Grantee (the receipt and sufficiency of which is hereby acknowledged) does by these presents, **SELL and CONVEY** unto Grantee, its successors and assigns, that certain real estate situated in the County of Clay, and State of Missouri, described as:

All of Lots 3 and 4, Block 3, ORIGINAL TOWN OF SMITHVILLE, a subdivision in Smithville, Clay County, Missouri, EXCEPT the East 10 feet thereof.

EXCEPT: any access, entry, water, sewer, gas, electric, utility, drainage, culvert, channel, maintenance or other easement heretofore granted to or reserved by Grantor; and

SUBJECT TO: (a) liens, encumbrances, easements, restrictions, reservations, declarations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, if any; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys, if any.

TO HAVE AND TO HOLD the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining to the premises, unto the Grantee and Grantee’s successors and assigns, forever,

*upon condition that the Grantee constructs, and thereafter maintains and operates a parking lot on a portion of the property in accordance with the City of Smithville **RFP 24-12**; and that if Grantee fails to construct the parking lot, or if thereafter, other than with the express written permission of Grantor, fails to maintain and operate a parking lot on the property in accordance with Smithville **RFP 24-12**, then title to the premises shall revert back to Grantor;*

Grantor hereby covenanting that, other than as set forth in Smithville **RFP 24-12**, the said premises are free and clear from any encumbrance done or suffered by Grantor; and that it will warrant and defend the title to the said premises unto Grantee, and to Grantees successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor, except as provided above.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officer the day and year first above written.

GRANTOR:

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley, Mayor

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

On this ____ day of _____ 2024, before me, a Notary Public in and for said State, appeared **Damien Boley**, to me personally known, who being by me personally sworn did say that he is the Mayor of the **CITY OF SMITHVILLE MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said city, and that said instrument said instrument was signed and sealed on behalf of said city by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in _____, _____, the day and year last above written.

Printed Name:
Notary Public in and for said State

My Commission Expires:



Andrew W. Lonard
Plaza Office
Direct Dial: (816) 460-1805
Direct Fax: (816) 382-6605
awl@levycraig.com

March 7, 2024

Gina Pate
Assistant City Administrator
107 West Main Street
Smithville, Missouri, 64089
GPate@smithvillemo.org

Re: Bid Proposal of 110 Smithville, LLC: RFP #24-12: Sale of City-Owned Property
in Downtown District – Southside of Church Street (the “RFP”).

Our File No.: 10881.001

Dear Ms. Pate:

As you know, our firm is pleased to represent 110 Smithville, LLC (the “Bidder”). Enclosed please find our bid proposal to the RFP (the “Response”) for the property which is the subject of the RFP (the “Property”).

In response to Section III.A of the RFP, my firm will be the principal contact for the response, at the address, email, and phone listed above.

We acknowledge that if 110 Smithville, LLC is awarded the right to purchase the Property, the Property will be used in accordance with the terms and conditions of the RFP.

In addition to the attached Proposal Response Form, below is a complete list of the items submitted as a response:

- 1) Exhibit A: Name, title, street address, email address, and telephone number, for the principal contact concerning the Response, as well as a list of all persons authorized to make representations for the Bidder.
- 2) Exhibit B: Statement of Qualifications and experience.
- 3) Exhibit C: Legal Disclosure.
- 4) Exhibit D: Detailed RFP Response and Proposal. This document will address all issues raised in the RFP and contains a complete proposal for the use of the Property.
- 5) Exhibit E: Purchase Price Proposal

A PROFESSIONAL CORPORATION

PLAZA OFFICE
4520 MAIN STREET, STE. 400
KANSAS CITY, MO 64111
816-474-8181
816-471-2186 FAX

NORTH OFFICE
4151 N. MULBERRY DRIVE, STE. 205
KANSAS CITY, MO 64116
816-454-7474
816-454-3525 FAX

KANSAS OFFICE
8101 COLLEGE BLVD, STE. 100
OVERLAND PARK, KS 66210
913-831-6900
913-831-7156 FAX

LEVY CRAIG LAW FIRM

A PROFESSIONAL CORPORATION

March 7, 2024

Page 2

Thank you for the opportunity to bid, and we look forward to answering any questions about the Response.

Sincerely,

LEVY CRAIG LAW FIRM

A Professional Corporation



Andrew W. Lonard

A PROFESSIONAL CORPORATION

PLAZA OFFICE

4520 MAIN STREET, STE. 1600
KANSAS CITY, MO 64111
816-474-8181
816-471-2186 FAX

NORTH OFFICE

4151 N. MULBERRY DRIVE, STE. 205
KANSAS CITY, MO 64116
816-454-7474
816-454-3525 FAX

KANSAS OFFICE

8101 COLLEGE BLVD, STE. 100
OVERLAND PARK, KS 66210
913-831-6900
913-831-7156 FAX

**RFP #24-12 Sale of City-Owned Property
in the Downtown District – Southside of Church Street**

PROPOSAL RESPONSE FORM

Name of Company or Individual (Print Name) submitting the Proposal.

110 Smithville, LLC, a Missouri limited liability company (the “Company”)

If submitted by an agent Print the Name of the Agent Submitting RFP.

Andrew Lonard, Attorney, Levy Craig Law Firm

Acknowledgment, **110 Smithville, LLC**, a Missouri limited liability company has read and reviewed the RFP and attached specifications.

I state the **Company** hereby offer meets or exceeds all requirements. All other required information must be attached.

THE COMPANY:

Smithville 110, LLC,
a Missouri limited liability company

106 West Main Street

Smithville, Missouri 64089

Tax ID No. 85-4246689

AUTHORIZED PERSON:

Andrew Lonard,
Levy Craig Law Firm



Attorney for Company

Email address: awl@levycraig.com

[End of Proposal Response Form - Remainder of page intentionally left blank.]

EXHIBIT A

Name, title, street address, email address, and telephone number for the principal contact concerning the Response, as well as a list of all persons authorized to make representations for the Bidder - RFP #24-12.

All persons listed below are authorized to make representations for the Bidder.

PRINCIPAL CONTACT FOR DEVELOPER/BIDDER:

Andrew W. Lonard
4520 Main Street, Ste. 400
Kansas City, MO 64111
Email: awl@levycraig.com
Phone: (816) 460-1805

Daniel Yoza
4520 Main Street, Ste. 400
Kansas City, MO 64111
Email: dyoza@levycraig.com
Phone: (816) 460-1847

FINANCIAL ADVISOR FOR DEVELOPER/BIDDER:

Don Coleman II
10108 NW 74th St
Weatherby Lake, MO 64152
Email: don.coleman@pulsedevgroup.com
Phone: (913) 205-2938

DEVELOPER/BIDDER:

Eric Craig
106 West Main Street
Smithville, Missouri 64089
Email: ericscraig@gmail.com
Phone: 816- 726-8565

Carlos Lepe
12575 NW 79th Street
Parkville, MO 64152
Email: carlos@pulsedevgroup.com
Phone: 816-365-1479

[End of Exhibit A - Remainder of page intentionally left blank.]

EXHIBIT B

STATEMENT OF QUALIFICATIONS AND EXPERIENCE - RFP #24-12

Understanding that the anticipated ability of the Bidder to timely construct, and thereafter maintain and operate the Property as a parking lot in accordance with the terms and conditions of the RFP, we are pleased to introduce the development team for this project.

Smithville 110 Smithville, LLC, (“Bidder”) is a limited liability company in good standing with the State of Missouri. On August 1, 2023, the City of Smithville approved a TIF Plan for a redevelopment district (the “TIF Project”) that includes the Property. Bidder currently owns two of the five parcels within the redevelopment district.

The members of Bidder are Carlos Lepe, Adam Tholen, Drew Hood, and Eric Craig. Pulse Development and Management is the public facing “Doing Business As” (D.B.A.) name for CAD Management, LLC (the “Pulse Group”), which is a limited liability company in good standing with the State of Missouri. The name for CAD Management, LLC was derived from the first names of the partners, Carlos Lepe, Adam Tholen, and Drew Hood. Adding Eric Craig as a local partner with deep ties to the City of Smithville, and Scott Ruther as a minority partner completed the ownership group for the Bidder.

Since the Pulse Group and Bidder share common ownership, Bidder will bring all the experience and ability of the Pulse Group to the TIF Project.

Pulse Group General Qualifications and Experience

The Pulse Group has worked on real estate projects for 12 years. Collectively they have been involved in rehabbing and/or building roughly three thousand dwelling units including apartment buildings, town homes, and single-family homes in the greater Kansas City area.

The Pulse Group has owned and developed over 200,000 SF of mixed-use retail and commercial property in Westport in Kansas City, Missouri, and various other parcels of land in the Kansas City metro area. They are currently developing approximately ninety single family homes in Smithville, Missouri. They recently sold a 254-unit apartment complex in Kansas City, Kansas that was a remarkably successful major remodel. The Pulse Group own numerous smaller rental properties.

The Pulse Group owns land in the Smithville area that will ultimately support development of several hundred more single family units and townhomes. They recently completed a 34-unit single family project in Smithville. Mr. Craig is also the listing broker for the various developments.

Pulse Group Qualifications and Experience - Parking Lots

The TIF Project will require that the owner purchase, develop and maintain parking for the tenants in the Property and customers who come to the commercial space. The parking lots will also accommodate public parking in cooperation with the City of Smithville.

Having developed and managed thousands of multifamily units and over 200,000 square feet of commercial and retail space, the management team for Pulse Group has had experience building, maintaining, and managing thousands of parking spaces. The management team has owned many parking lots and thousands of surface parking spaces serving their properties, tenants, commercial customers, and the general public across the Kansas City area. They have also managed parking garages including a 5-level, 700-space structure serving the Westport Entertainment district in Kansas City. They have owned and managed free residential parking lots as well as pay-to-park and permit-only garages and surface lots.

[End of Exhibit B - Remainder of page intentionally left blank.]

EXHIBIT C

LEGAL DISCLOSURE - RFP #24-12

In response to Section III.A of the RFP, there are no judgments, bankruptcies, legal proceedings, or conflicts of interest related to projects the respondent has developed, owned, or has a substantial ownership interest in.

[End of Exhibit C - Remainder of page intentionally left blank.]

EXHIBIT D
DETAILED RFP RESPONSE AND PROPOSAL - RFP #24-12

110 Smithville, LLC (the “Bidder”) is excited to submit this response (the “Response”) to RFP #24-12 (the “RFP”): Sale of City-Owned Property in Downtown District – Southside of Church Street (the “Property”).

Alternative Proposal:

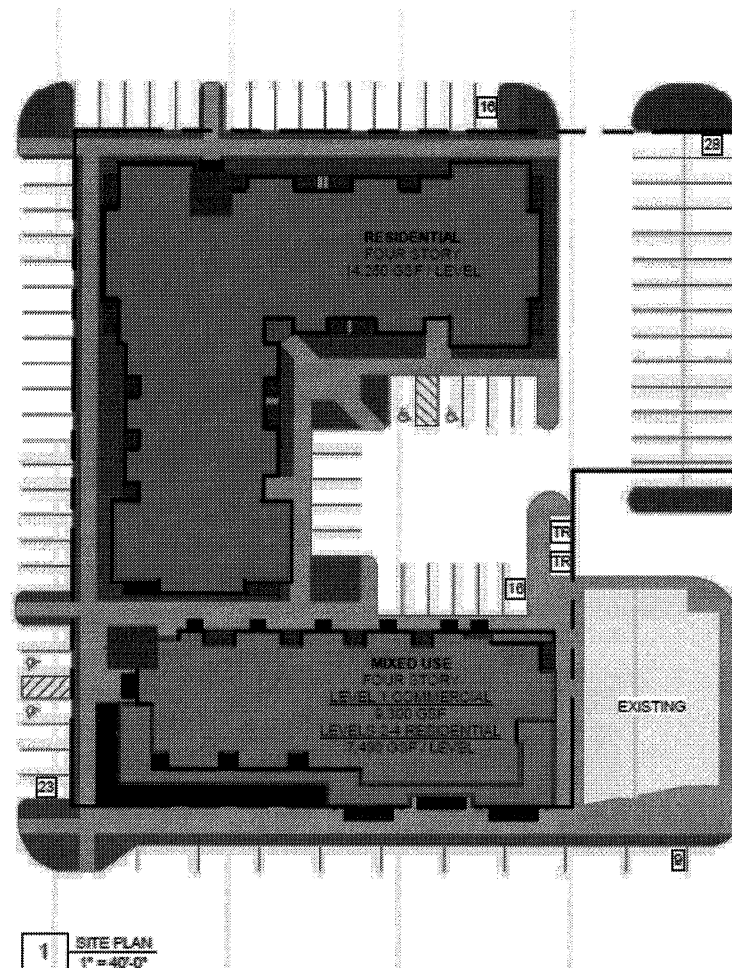
Bidder is aware that parking is of paramount importance to the City. On August 1, 2023, the City of Smithville approved a TIF Plan (the “TIF Plan”) for a redevelopment district (the “TIF Project”) that includes the Property.

The TIF Plan shows a portion of the multifamily housing building and two small parking lots on the Property. A handful of the parking spaces will be in a small lot surrounded by the building to be used exclusively for the building and twenty-six extra parking spaces which are close to the building. See depictions of the project overlay and proposed site plan below:

Project overlay:



Proposed site plan:



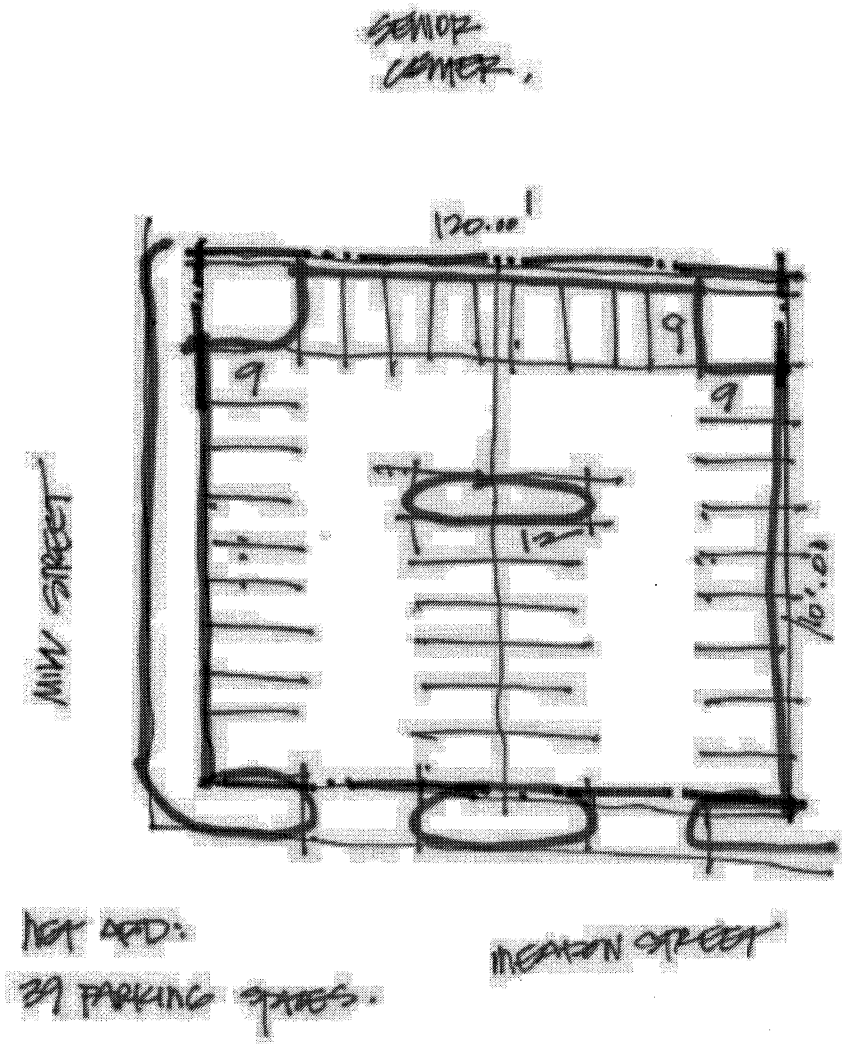
Bidder believes that simply restricting part of the parking portion of the project to always remain parking will not serve either the City's or the Bidder's purposes. Bidder would like to offer an alternative proposal that will both satisfy City's parking concerns and allow the Bidder to use the Property as private parking in conformance with the TIF Plan, as described below (the "Alternative Proposal").

In exchange for removing the reversion language in the RFP, Real Estate Contract, and Deed (the "Conveyance Documents"), Bidder offers to pave and restripe the undeveloped west half of the City property at the corner of Mill and Meadow street (the west half of Parcel # 05617000502000, excluding the existing parking lot) to create approximately thirty-nine new public parking spaces (the "Donated Improvements").

Additionally, as depicted on proposed site plan above, the TIF Project will also create thirty-nine additional improved street parking spaces on Church street and Mill street (the "New Street Parking"). On or before August 1, 2026, the City will have the use of all of the New Street Parking. Some portions of the New Street Parking will be complete prior to this date.

The City would continue to own and maintain the Donated Improvements. The projected date to complete the Donated Improvements is on or before August 1, 2026. A depiction of the Donated Improvements is below:

The Donated Improvements:



Bidder constructing a total of seventy-eight additional public parking spaces should alleviate all parking concerns associated with the TIF Project in the Downtown area.

Responses to Requirements of the RFP:

Requirement 1:

"The City desires to sell the Property with a restriction that the Property remain available for use as a parking lot as described on Exhibit 2 by the successful bidder (the "Purchaser"), its customers or tenants, including use of a portion of the Property for non-parking uses, including building structures as described on Exhibit 2."

Response 1:

If awarded the right to purchase the Property, pursuant to the plans presented in the TIF Plan as part of the TIF Project, a portion of the Property will be used to construct the multifamily building, and the remainder will be used for tenant parking. Bidder agrees that all parking will be in conformance with the Minimum Parking Lot Requirements in Exhibit 2 to the extent they apply to private parking lots.

Requirement 2:

“The Property, legally described on Exhibit 1 attached hereto, is being sold "as is" without any representation as to its current condition for the limited future purpose of improving and maintaining a parking lot and constructing buildings on portions of the Property. The sale will be upon the condition that a parking lot be constructed, and thereafter maintained and operated pursuant to the terms and specifications set forth in this Request for Proposals (the “RFP”).”

Response 2:

Bidder acknowledges and agrees that the Property is being sold as-is without any representation as to its current condition.

Bidder acknowledges and agrees to the limited future purpose of improving and maintaining a parking lot and constructing buildings on portions of the Property. If the Alternative Proposal is accepted by the City, the language “for the limited future purpose of improving and maintaining a parking lot and constructing buildings on portions of the Property” should be removed.

Bidder acknowledges and agrees that any improvements will be constructed, and thereafter maintained and operated pursuant to the terms and specifications set forth in the RFP, as may be modified by this Response.

Requirement 3:

“If the parking lot is not *timely constructed, maintained, and operated pursuant to the terms and conditions of this RFP* [emphasis added] the ownership of the Property shall revert back to the City. Such reversion shall not relieve the Purchaser of responsibility for any liability for damages caused by the Purchaser prior to such reversion even if the liability or damages are not discovered until after the reversion.”

Response 3:

Construction will begin on the Property later this summer. The projected date to complete parking improvements on the Property is on or before May 31, 2025. This schedule projection will be subject to construction delays and other unforeseen project delays. Keeping this projected schedule will be deemed “timely” for purposes of the RFP.

If the Alternative Proposal is accepted by the City, the second sentence concerning reversion of the Property in Requirement 3 should be removed. However, if it is not accepted, Bidder acknowledges and agrees that the Property will be constructed, maintained, and operated

pursuant to the terms and specifications set forth in the RFP and may be reverted back to the City if such terms and specifications are violated and that it is not relieved of responsibility for any liability for damages caused by the Bidder prior to such reversion even if the liability or damages are not discovered until after the reversion.

Requirement 4:

“All bidders for the Property submitting a bid recognize and agree that the contract for sale is in *fee simple determinable* [emphasis added]. The Property is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the building/construction and maintenance of the parking lot in accord with the specifications set forth in **Exhibit 2**. Such parking lot is to be built, and continually thereafter maintained and operated as a parking lot on the Property as described in **Exhibit 2**, subject to the terms herein and in any subsequent real estate purchase contract or deed.”

Response 4:

If the Alternative Proposal is accepted by the City, the second sentence concerning fee simple determinable in Requirement 4 should be removed. As stated in Responses 2 and 3, the portion that contains the building will have no parking at all. The small amount of parking left on the Property it will be designated private. However, to the extent this clause applies to the Property, Bidder acknowledges the fee simple determinable requirement. In the interest of simplicity and clarity of the real estate conveyance, Bidder proposes that the conveyance of the Property be completed with a simple warranty deed, and separate recorded use restriction declaration. Fee simple determinable is a less often used legal mechanism in modern times and may raise legal ambiguities for the City, the Bidder, and potential lenders. Use restriction declarations are very often used in modern times and often enforced by courts. Bidder would be happy to submit a proposed form of use restrictions declaration. Yet, the Alternative Proposal is rejected and a deed in fee simple determinable the preferred form of conveyance, Bidder will comply with this requirement.

Bidder acknowledges that Property is and will be subject to all applicable rules, regulations, and procedures attendant with regard to the building/construction and maintenance of the parking lot in accord with the specifications set forth in Exhibit 2.

Requirement 5 - I. Site Information

“The Property is included within a redevelopment area pursuant to the 110 Smithville Tax Increment Financing Plan (the “TIF Plan”) on file with the City. The Property must be developed in conformance with the TIF Plan.”

Response 5:

Bidder acknowledges and agrees that the Property will be developed in conformance with the TIF Plan.

Requirement 6 - I. Site Information (continued)

“The Property is currently zoned B-4. Section 400.170 of the City Code provides the precise language of generally allowed uses. *The Property must be used*

as a parking lot as described herein, including use of a portion of the Property for non-parking uses, including building structures, or it will automatically revert back to ownership by the City[emphasis added]. The Property will need to be developed and maintained in accordance with the specifications set forth in Exhibit 2 attached hereto or as otherwise agreed to in writing by the City.”

Response 6:

Bidder acknowledges and agrees that the Property is currently zoned B-4. Section 400.170 of the City Code will comply with all zoning requirements.

See Responses 2, 3, and 4 for a discussion of the non-parking use of the Property. If the Alternative Proposal is accepted by the City, the italicized language in this Requirement 6 should be removed.

As stated in Response 1, Bidder will comply with the Minimum Parking Lot Requirements in Exhibit 2 to the extent they apply to private parking lots.

Requirement 7 - II. Evaluation & Selection:

“After selection by the Board of Alderman, within 30 days the City will present the successful bidder a real estate purchase contract in substantially the form attached hereto in **Exhibit 3**. The successful bidder will have 10 days, or as otherwise agreed by the Board of Aldermen in writing, to execute the contract.

The City may also request additional information from respondents at any time prior to final approval of a selected respondent to clarify (but not substantially change the bid as submitted). The City reserves the right to reject any or all of the responses.

All submittals shall become the property of the City, and, after the selection process, will be a public record.”

Response 7:

Bidder acknowledges and agrees to all of the provisions in Section II. Evaluation & Selection. Bidder will respond as quickly as practicable to all requests for information. Subject to a final review of the contract attached in Exhibit 3 once the bid is awarded and the terms of the sale are finalized, Bidder will execute the contract within 10 day of award.

Requirement 8 - V. Terms & Conditions:

Response 8:

Bidder acknowledges and agrees to the terms of Section V of the RFP, Terms and Conditions. The bid form was used; it was attached to this application with the cover letter.

Requirement 9 - Exhibit 2 - Minimum Parking Lot Requirements:

“Responses should include the ability of the Bidder/Purchaser to include EV-Capable and EV-Ready parking spaces, as defined below, and the number of EV-

Capable and EV-Ready parking spaces the Bidder/Purchaser intends to consider including. The City agrees to work with the Bidder/Purchaser in exploring additional funding to allow for including EV-Capable and EV-Ready parking spaces to be more financially feasible.

- o EV-CAPABLE SPACE. A dedicated parking space with electrical panel capacity and space for a branch circuit dedicated to the EV parking space that is not less than 40-ampere and 208/240-volt and equipped with raceways, both underground and surface mounted, to enable the future installation of electric vehicle supply equipment. For two adjacent EV-Capable spaces, a single branch circuit is permitted.

- o EV-READY SPACE. A designated parking space which is provided with a dedicated branch circuit that is not less than 40-ampere and 208/240-volt assigned for electric vehicle supply equipment terminating in a receptacle or junction box located in close proximity to the proposed location of the EV parking space. For two adjacent EV-Ready spaces, a single branch circuit is permitted.”

Response 9:

Bidder acknowledges and agrees to the terms of Exhibit 2 to the RFP, Minimum Parking Lot Requirements, including the striping, ADA, lighting, vehicle overhang, drainage study, pavement and subgrade specifications, striping, and maintenance requirements.

With respect to the EV-Capable and EV-Ready parking spaces requirements quoted above, Bidder acknowledges and agrees to these requirements and has the ability to comply with them, provided that an appropriate power source is currently available on the Property to comply with these requirements. Additionally, Bidder will accept City’s collaboration on completing this requirement. Bidder will explore all available avenues to complete this requirement, including collaborating with third party charging vendors. Bidders agreement to this requirement does not promise, grant, or guarantee that any EV-charging stations will be free or that the City will be able to control the price of vehicle charging offered to the general public.

Requirement 10 - Exhibit 3 - Real Estate Purchase Contract:

Response 10:

Bidder acknowledges and agrees to the terms of Exhibit 3 to the RFP, Sample Real Estate Purchase Contract, with the following notations:

2. Sale of Property; Condition; Reverter, 9. Buyer’s Acknowledgment, Representations and Warranties, and Exhibit C to Real Estate Purchase Contract.

Bidder acknowledges and agrees to the terms of the Real Estate Purchase Contract. However, see Response 4 for a discussion of Bidder’s position that a warranty deed with a separate recorded use restriction declaration would be a more appropriate form of conveyance. Upon

request, Bidder would be happy to provide a form of warranty deed and recordable use restriction declarations for review.

If the Alternative Proposal is accepted by the City, Sections 2 and 9 of the Real Estate Purchase Contract should be revised to remove the reversion language, and Exhibit C should be replaced with a Special Warranty Deed without the reversion language.

[End of Exhibit D - Remainder of page intentionally left blank.]

EXHIBIT E

Purchase Price for RFP #24-12

The Property is currently a paved parking lot without marked stalls or curb stops and is in need of maintenance and repair. On August 1, 2023, the City of Smithville approved a TIF Plan for a redevelopment district (the “TIF Project”) that includes the Property. It is the Bidder’s plan to construct a multifamily residential building and approximately twenty-six parking spaces on the Property and the neighboring hospital property as part of the TIF Project.

As part of the alternative proposal described in detail in Exhibit D (The “Alternative Proposal”), Bidder is also offering to pave and restripe the undeveloped west half of the City property at the corner of Mill and Meadow street and to construct thirty-nine additional improved street parking spaces on Church and Mill street.

Since the Alternative Proposal adds additional public parking at Bidder’s expense, Bidder believes that the City should consider the price in light of both the purchase price, and the value of the Alternative Proposal to the public.

1) Purchase Price:

Bidder will offer the following purchase price for delivery to the City upon delivery of the deed to the Property to Bidder.

Lots 3 and 4, Block 3 (.36 acres) - Parcel ID 05617000300200

Total cash offer: **\$15,054**

2) Value of Alternative Proposal

- a. Bidder will pave and stripe the City west half of the property at the corner of Mill and Meadow street (Parcel # 05617000502000, excluding the existing parking lot) to create approximately thirty-nine new public parking spaces (the “Donated Improvements”). The Donated Improvements will be completed on or before August 1, 2026. The cost of these improvements is estimated to be **\$294,000**.
- b. As part of the TIF Project, Bidder will create thirty-nine additional improved street parking spaces on Church Street and Mill Street (the “New Street Parking”). On or before August 1, 2026, the City will have the use of all of the New Street Parking. The cost of the New Street Parking is estimated to be **\$195,000**.

3) Total Value

The cash offer of **\$15,054**, plus the Donated Improvements **\$294,000**, plus the value of the value of the New Street Parking **\$195,000**, equals:

Total Value of Bid **\$ 504,054**.

[End of Exhibit E - Remainder of page intentionally left blank.]



Board of Aldermen Request for Action

MEETING DATE: 8/6/2024

DEPARTMENT: Finance/Administration

AGENDA ITEM: Resolution 1390, Renewal of AT&T Internet Services Contract

REQUESTED BOARD ACTION:

Motion to approve Resolution 1390, renewing the contract with AT&T for internet services.

SUMMARY:

AT&T has presented a service order renewal to the City for the provision of internet services. The renewal provides services for a term of three years (36 months as noted in the contract). The city has been pleased with the performance of our current services with AT&T, and at this time are not looking to expand services.

AT&T compared our current contract rates vs. the newly updated rates and provided us the best monthly rates for the AT&T Switched Ethernet Network. The City's current total monthly fee for all departments is \$2,075. The current monthly rate will remain the same with the renewal of the contract.

Per the purchasing policy, AT&T is a single source vendor. The US Army Corps of Engineers only allows an easement for AT&T at Smith's Fork Campground.

PREVIOUS ACTION:

The Board first approved an agreement with AT&T April 3, 2018 and was renewed in August 2021.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Internet budget will remain the same with this renewal.

ATTACHMENTS:

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1390

A RESOLUTION RENEWING THE CONTRACT WITH AT&T FOR INTERNET SERVICES

WHEREAS, the City previously award a contract to AT&T for the provision of Internet Service over a three-year period; and,

WHEREAS, AT&T has provided satisfactory Internet Service over the three-year period and has presented a renewal for Internet Service with improved network performance and network failover at the same annual cost;

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

THAT a contract is hereby awarded to AT&T and the Mayor is hereby authorized to execute a three-year agreement in an amount not to exceed \$2,075 per month.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6th day of August 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

Proposal for

AT&T IPFlex VoIP over Dedicated Fiber Quote



Presented to

City of Smithville - Network on Demand Renewal

Pricing-At-A-Glance		Service Address
Installation and Router Cost	FREE	2 Helvy Park Dr 1610 Country Rd DD 107 W Main St 16401 Lowman Rd 1 Helvy Park Dr
Contract Length (Months)	36	
Quote Valid 30 Days From:	7/11/2024	

Current Spend:	
Description of Existing Service	Monthly Totals
2 Helvy Park Dr - 10M	\$325.00
1610 Country Rd DD - 10M	\$325.00
107 W Main St - 1G	\$775.00
16401 Lowman Rd - 10M	\$325.00
1 Helvy Park Dr - 10M	\$325.00
Total Current Spend	\$2,075.00

Renewal Proposed:	
No Change in Services	Monthly Totals
2 Helvy Park Dr - 10M	\$325.00
1610 Country Rd DD - 10M	\$325.00
107 W Main St - 1G	\$775.00
16401 Lowman Rd - 10M	\$325.00
1 Helvy Park Dr - 10M	\$325.00
Total Spend	\$2,075.00



AT&T MA Reference No. eMSA UA III
Pricing Schedule being amended (Contract ID No.) SDNGFA72VG
AT&T Amendment Ref. No. SDNPD3NABW

**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Please sign by 10/08/2024

Customer	AT&T
City of Smithville Street Address: 107 W MAIN ST City: SMITHVILLE State/Province: MO Zip Code: 64089-9384 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Damien Boley Title: None Street Address: 107 W MAIN ST City: SMITHVILLE State/Province: MO Zip Code: 64089-9384 Country: USA Telephone: (816) 832-3897 Email: finance@smithvillemo.org	Name: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Email: Sales/Branch Manager: SCVP Name: Sales Strata: : Sales Region: With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Cathy Howland Company Name: CC3 Solutions, LLC (RO) Agent Street Address: 1600 Aspen Commons City: Middleton State: WI Zip Code: 53562 Country: USA Telephone: 6085711054 Fax: Email: cathy.howland@cc3solutions.com Agent Code: 52644	

This is an Amendment to the above referenced Pricing Schedule, last signed on 2021-08-25 and, is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Damien Boley	Printed or Typed Name:
Title: Mayor	Title:
Date: August 6, 2024	Date:

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

AT&T and Customer Confidential Information

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ROME ID: 1-PD3NABW

ASE_NoD_ICB_AMEND_3PA v050522
AT&T Solution No. SDN720629713736

**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
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1. SERVICES

Service	Service Publication Location
AT&T Switched Ethernet Service SM	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
AT&T Switched Ethernet Service SM (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
AT&T Managed Switched Ethernet on Demand SM	http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD

2. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to [Network on Demand Guide](#) for details.

2.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the “Monthly Recurring Charge” used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer’s master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

3. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

4. RATES and CHARGES**4.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint****5.1.1. Monthly Recurring Charges (MRCs)**

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

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**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

5.1.2. Customer Port Connection MRC

Customer Port Connection		
Port Type	Customer Port Connection Speed	36-month Term MRC
Basic Port	100 Mbps	\$214.50
	1 Gbps	\$214.50

5.1.2.1. Bandwidth MRC

Bandwidth MRC – 36-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$91.09	\$94.23	\$113.08	\$133.49	\$144.49
4 Mbps	\$107.34	\$110.50	\$129.44	\$146.80	\$157.85
5 Mbps	\$136.61	\$142.97	\$158.85	\$174.74	\$187.44
8 Mbps	\$180.68	\$187.50	\$202.84	\$216.47	\$231.81
10 Mbps	\$105.50	\$110.50	\$135.50	\$165.50	\$180.50
20 Mbps	\$160.50	\$170.50	\$190.50	\$215.50	\$235.50
50 Mbps	\$270.50	\$285.50	\$310.50	\$340.50	\$370.50
100 Mbps	\$290.50	\$310.50	\$335.50	\$365.50	\$395.50
150 Mbps	\$530.94	\$557.29	\$582.82	\$607.95	\$652.53
250 Mbps	\$535.50	\$560.50	\$635.50	\$710.50	\$770.50
400 Mbps	\$665.91	\$699.50	\$778.54	\$857.58	\$920.82
500 Mbps	\$675.50	\$710.50	\$780.50	\$835.50	\$910.50
600 Mbps	\$809.63	\$849.73	\$939.47	\$1002.49	\$1073.14
1000 Mbps	\$675.50	\$710.50	\$780.50	\$835.50	\$910.50
2000 Mbps	N/A	N/A	N/A	N/A	N/A
2500 Mbps	N/A	N/A	N/A	N/A	N/A
4000 Mbps	N/A	N/A	N/A	N/A	N/A
5000 Mbps	N/A	N/A	N/A	N/A	N/A
7500 Mbps	N/A	N/A	N/A	N/A	N/A
9500 Mbps	N/A	N/A	N/A	N/A	N/A
10000 Mbps	N/A	N/A	N/A	N/A	N/A

5.1.2.2. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

AT&T and Customer Confidential Information

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AT&T Solution No. SDN720629713736

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5.1.3. Non Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

4.2. AT&T SWITCHED ETHERNETSM SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

4.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRC) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third-Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched Access Connection MRC

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps	\$403.00	\$503.00	\$492.75	\$312.31	\$301.42	\$520.76	\$405.20
4 Mbps	\$437.36	\$521.85	\$585.90	\$371.35	\$319.48	\$520.76	\$405.20
5 Mbps	\$468.60	\$530.00	\$607.50	\$385.04	\$336.85	\$520.76	\$405.20
8 Mbps	\$485.64	\$553.80	\$774.90	\$491.13	\$352.31	\$525.95	\$410.40
10 Mbps	\$500.55	\$570.00	\$832.95	\$527.93	\$361.72	\$525.95	\$410.40
20 Mbps	\$643.26	\$700.00	\$990.90	\$628.04	\$450.09	\$677.69	\$519.46
50 Mbps	\$805.14	\$965.00	\$1196.10	\$758.09	\$580.57	\$776.02	\$701.35
100 Mbps	\$1015.30	\$1150.20	\$1302.75	\$825.69	\$862.48	\$1093.80	\$1004.03
150 Mbps	\$1199.90	\$1440.00	\$1692.90	\$1072.96	\$916.39	\$1243.15	\$1148.04
250 Mbps	\$1667.08	\$2000.00	\$1861.65	\$1179.92	\$1021.52	\$1433.85	\$1312.07
400 Mbps	\$2159.82	\$2590.00	\$2073.60	\$1314.25	\$1180.57	\$1676.57	\$1528.12
500 Mbps	\$2533.28	\$3035.00	\$2234.25	\$1416.07	\$1285.72	\$1823.26	\$1696.15
600 Mbps	\$2815.86	\$3375.00	\$2477.25	\$1570.09	\$1470.85	\$2025.06	\$1906.84
1000 Mbps	\$2999.75	\$3595.00	\$2794.50	\$1771.16	\$1971.43	\$2706.06	\$2640.28

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 8 - 14							
Port Connection Speed	Price Groups						
	Price Group 8	Price Group 9	Price Group 10	Price Group 11	Price Group 12	Price Group 13	Price Group 14
2 Mbps	\$520.76	\$586.99	\$413.66	\$311.34	\$421.34	\$485.33	\$970.48
4 Mbps	\$520.76	\$586.99	\$413.66	\$373.33	\$441.34	\$508.00	\$1134.28
5 Mbps	\$520.76	\$586.99	\$413.66	\$404.66	\$450.67	\$518.67	\$1136.18
8 Mbps	\$525.95	\$600.65	\$427.31	\$438.67	\$478.67	\$550.67	\$1200.00
10 Mbps	\$525.95	\$600.65	\$427.31	\$485.33	\$650.67	\$852.00	\$1279.05

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20 Mbps	\$677.69	\$790.62	\$553.29	\$628.67	\$902.67	\$1105.34	\$1498.09
50 Mbps	\$776.02	\$897.89	\$785.89	\$942.67	\$1333.33	\$1925.34	\$1755.24
100 Mbps	\$1093.80	\$1307.78	\$1173.11	\$1126.00	\$1686.67	\$2229.34	\$2183.81
150 Mbps	\$1243.15	\$1544.34	\$1339.92	\$1174.67	\$1764.00	\$2326.67	\$2200.00
250 Mbps	\$1433.85	\$1917.45	\$1631.85	\$1271.33	\$1917.33	\$2516.00	\$2556.18
400 Mbps	\$1676.57	\$2427.13	\$2204.46	\$1429.34	\$2002.67	\$2601.33	\$3108.57
500 Mbps	\$1823.26	\$2732.24	\$2541.57	\$1450.00	\$2301.33	\$3000.00	\$3565.72
600 Mbps	\$2025.06	\$3098.69	\$2921.35	\$1462.00	\$2320.00	\$3073.33	\$3822.85
1000 Mbps	\$2706.06	\$4429.80	\$4331.14	\$1640.67	\$2392.00	\$3365.34	\$4280.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21							
Port Connection Speed	Price Groups						
	Price Group 15	Price Group 16	Price Group 17	Price Group 18	Price Group 19	Price Group 20	Price Group 21
2 Mbps	\$535.24	\$487.72	\$327.72	\$331.14	\$440.00	\$232.00	\$243.57
4 Mbps	\$535.24	\$487.72	\$327.72	\$334.29	\$440.00	\$245.00	\$248.54
5 Mbps	\$535.24	\$487.72	\$327.72	\$340.57	\$440.00	\$320.40	\$347.33
8 Mbps	\$674.48	\$684.76	\$464.76	\$340.57	\$443.89	\$345.43	\$403.87
10 Mbps	\$674.48	\$684.76	\$464.76	\$346.00	\$443.89	\$450.67	\$517.77
20 Mbps	\$727.62	\$1060.19	\$729.52	\$415.43	\$520.10	\$550.00	\$661.34
50 Mbps	\$852.38	\$1875.61	\$1382.28	\$549.24	\$733.33	\$738.67	\$1085.15
100 Mbps	\$1024.76	\$2528.95	\$1813.61	\$851.81	\$920.00	\$866.67	\$1265.82
150 Mbps	\$1552.39	\$3246.09	\$2498.76	\$1030.38	\$1166.66	\$1054.67	\$1624.51
250 Mbps	\$1552.39	\$4765.14	\$3901.81	\$1287.53	\$1166.66	\$1252.00	\$1999.33
400 Mbps	\$1552.39	\$4765.14	\$3901.81	\$2251.81	\$1166.66	\$1462.66	\$2332.00
500 Mbps	\$1723.82	\$5250.10	\$4372.76	\$2594.09	\$1166.66	\$1601.06	\$2544.58
600 Mbps	\$1835.24	\$7281.33	\$6248.67	\$3015.05	\$1533.33	\$1723.94	\$2645.88
1000 Mbps	\$2106.67	\$7281.33	\$6248.67	\$3648.00	\$1533.33	\$1998.66	\$2798.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 22 - 28							
Port Connection Speed	Price Groups						
	Price Group 22	Price Group 23	Price Group 24	Price Group 25	Price Group 26	Price Group 27	Price Group 28
2 Mbps	\$232.00	\$232.00	\$232.00	\$231.29	\$232.00	\$569.42	\$232.00
4 Mbps	\$245.00	\$245.00	\$245.00	\$244.29	\$245.00	\$569.42	\$290.33
5 Mbps	\$305.34	\$300.00	\$274.50	\$273.79	\$274.50	\$569.42	\$313.00
8 Mbps	\$334.80	\$317.00	\$323.32	\$316.29	\$323.32	\$569.42	\$357.34
10 Mbps	\$430.66	\$396.00	\$346.00	\$345.29	\$346.00	\$569.42	\$406.67
20 Mbps	\$509.33	\$480.00	\$443.30	\$402.29	\$443.30	\$643.26	\$543.81
50 Mbps	\$585.33	\$633.33	\$574.19	\$505.96	\$574.19	\$805.14	\$664.38
100 Mbps	\$745.34	\$746.66	\$851.05	\$772.62	\$851.05	\$1015.30	\$744.67
150 Mbps	\$901.33	\$880.00	\$985.24	\$899.29	\$985.24	\$1199.90	\$921.33
250 Mbps	\$1035.00	\$1033.33	\$1200.00	\$1199.29	\$1200.00	\$2159.82	\$1211.00
400 Mbps	\$1180.00	\$1124.00	\$1629.72	\$1349.29	\$1629.72	\$2159.82	\$1211.00

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500 Mbps	\$1265.33	\$1246.67	\$1813.15	\$1399.29	\$1813.15	\$2533.28	\$1211.00
600 Mbps	\$1437.33	\$1300.00	\$1963.24	\$1799.29	\$1963.24	\$2815.86	\$1311.00
1000 Mbps	\$1684.00	\$1400.00	\$2649.52	\$1998.29	\$2649.52	\$2999.75	\$1311.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 29 - 30			
Port Connection Speed	Price Groups		
	Price Group 29	Price Group 30	
2 Mbps	\$403.00	\$756.07	
4 Mbps	\$437.36	\$833.54	
5 Mbps	\$440.00	\$897.87	
8 Mbps	\$445.00	\$1000.00	
10 Mbps	\$450.00	\$1134.86	
20 Mbps	\$550.00	\$1390.09	
50 Mbps	\$707.08	\$1699.89	
100 Mbps	\$899.73	\$2164.20	
150 Mbps	\$982.06	\$2500.00	
250 Mbps	\$1200.00	\$3384.11	
400 Mbps	\$1369.24	\$3600.00	
500 Mbps	\$1403.09	\$4030.63	
600 Mbps	\$1800.00	\$5500.00	
1000 Mbps	\$1999.00	\$5636.21	

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

5.2.1.2. Third-Party Local Switched Access Mileage MRC

36-month Term - Third Party Local Switched Access Mileage MRCs Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 1000 Mbps	N/A	\$110.05	N/A	\$110.05

Applicability of mileage will be determined during address qualification.

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5.2.1.3. Third-Party Local Dedicated Access Connection MRC

36-month Term - Third_Party Local Dedicated Access Connection MRC Price Groups 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps - 50 Mbps	\$885.00	\$885.00	\$885.00	\$1200.00	\$1650.00	\$2050.00	\$2450.00
>50 Mbps - 100 Mbps	\$1320.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00
>100 Mbps - 250 Mbps	\$1320.00	\$1320.00	\$1320.00	\$1500.00	\$3000.00	\$4000.00	\$6550.00
>250 Mbps - 500 Mbps	\$1800.00	\$1800.00	\$1800.00	\$2750.00	\$3500.00	\$4600.00	\$7000.00
>500 Mbps - 600 Mbps	\$3098.00	\$3098.00	\$3098.00	\$4500.00	\$5650.00	\$7200.00	\$7800.00
1000 Mbps	\$945.00	\$3438.00	\$3438.00	\$5500.00	\$7400.00	\$9250.00	\$10250.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

5.2.1.4. Third-Party Local Dedicated Access Mileage MRC

36-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups								
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$189.85	\$6.75	\$315.95	\$29.11	\$315.95	\$29.11
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$277.97	\$9.02	\$397.60	\$36.21	\$397.60	\$36.21
>100 Mbps - 250 Mbps	\$277.97	\$11.29	\$277.97	\$11.29	\$397.60	\$51.12	\$397.60	\$51.12
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$518.66	\$16.97	\$727.75	\$94.43	\$727.75	\$94.43
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$822.61	\$24.85	\$1121.80	\$203.06	\$1121.80	\$203.06
1000 Mbps	\$1296.11	\$35.00	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61

Applicability of mileage will be determined during address qualification.
Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location

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36-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups						
Port Connection Speed	Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$61.77	\$189.85	\$6.75	\$189.85	\$6.75
>50 Mbps - 100 Mbps	\$277.97	\$66.74	\$277.97	\$9.02	\$277.97	\$9.02
>100 Mbps - 250 Mbps	\$277.97	\$69.58	\$277.97	\$11.29	\$277.97	\$11.29
>250 Mbps - 500 Mbps	\$518.66	\$98.69	\$518.66	\$16.97	\$518.66	\$16.97
>500 Mbps - 600 Mbps	\$822.61	\$139.87	\$822.61	\$24.85	\$822.61	\$24.85
1000 Mbps	N/A	\$155.49	N/A	\$39.05	\$1296.11	\$35.00
Applicability of mileage will be determined during address qualification. Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location						

5.2.1.5 Third-Party Bandwidth MRC

Third-Party Bandwidth MRC — 36-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$74.69	\$77.00	\$80.84	\$84.69	\$88.54
4 Mbps	\$77.60	\$80.00	\$84.00	\$88.00	\$92.00
5 Mbps	\$80.03	\$82.50	\$86.63	\$90.75	\$94.88
8 Mbps	\$82.45	\$85.00	\$89.25	\$93.50	\$97.75
10 Mbps	\$87.30	\$90.00	\$94.50	\$99.00	\$103.50
20 Mbps	\$97.00	\$100.00	\$105.00	\$110.00	\$115.00
50 Mbps	\$155.20	\$160.00	\$168.00	\$176.00	\$184.00
100 Mbps	\$232.80	\$240.00	\$252.00	\$264.00	\$276.00
150 Mbps	\$291.00	\$300.00	\$315.00	\$330.00	\$345.00
250 Mbps	\$339.50	\$350.00	\$367.50	\$385.00	\$402.50
400 Mbps	\$436.50	\$450.00	\$472.50	\$495.00	\$517.50
500 Mbps	\$485.00	\$500.00	\$525.00	\$550.00	\$575.00
600 Mbps	\$582.00	\$600.00	\$630.00	\$660.00	\$690.00
1000 Mbps	\$727.50	\$750.00	\$787.50	\$825.00	\$862.50

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

AT&T MA Reference No. eMSA UA III
Pricing Schedule being amended (Contract ID No.) SDNGFA72VG
AT&T Amendment Ref. No. SDNPD3NABW

**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNETSM SERVICE (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

4.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND

4.3.1. Monthly Recurring Charges (MRCs)

5. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

5.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

End of Document

AT&T and Customer Confidential Information

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UA required
ROME ID: 1-PD3NABW

ASE_NoD_ICB_AMEND_3PA v050522
AT&T Solution No. SDN720629713736



Board of Aldermen Request for Action

MEETING DATE: 8/6/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1391 - Approving Payment to Double Tree Construction

REQUESTED BOARD ACTION:

Motion to approve Resolution 1391, approving payment to Double Tree Construction for repairs to a fire line on Bridge Street.

SUMMARY:

In May the First Christian Church had an elevator inspection and were told the sprinkler head from their fire suppression system needed to be removed from the elevator shaft. The Church contacted their fire sprinkler contractor who discovered that the sprinkler system did not have any pressure. The Church contacted the City to inform us that their fire line did not have any pressure and that they were going to lose their insurance.

Fire lines and sprinkler systems are the property owners responsibility to maintain. City Staff did not know what had happened to the Church's sprinkler system. The City recommended that the Church needed to hire a contractor to make whatever repair was needed. If it was found that the City was in error that we would pay for any of the cost that the City would be responsible for.

The Church hired Double Tree Construction to complete the work. When the line was uncovered it was found that the fire line to the Church was not reconnected when the watermain on Bridge Street was replaced in 2018.

The cost to complete this work is \$24,888. If it had been known that this was work the City should have completed, the project would have been bid according to our purchasing policy. However, since the work was underway with Double Tree Construction, the repairs were completed.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Maintenance of infrastructure

FINANCIAL CONSIDERATIONS:

Funding is available in the utilities maintenance 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: Invoice | |

RESOLUTION 1391

RESOLUTION APPROVING PAYMENT TO DOUBLE TREE CONSTRUCTION FOR REPAIRS TO A FIRE LINE ON BRIDGE STREET

WHEREAS, the City maintains a water distribution system; and

WHEREAS, the City replaced the watermain on Bridge Street between Church Street and the Little Platte River; and

WHEREAS, during construction a fire line to the First Christian Church was not reconnected to the new water main; and

WHEREAS, Double Tree Construction was on site to make repairs to the fire line and completed the work.

NOW, THEREFORE, Be it resolved by the City of Smithville Missouri, to approve payment to Double Tree Construction for repairs and reconnection of the fire main to the First Christian Church in an amount of \$24,888.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 6th day of August, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

INVOICE

Double Tree Construction, LLC

215 Double Tree Lane

Smithville, MO 64089

(816) 352-2961

claytoncoxdtc@gmail.com

INVOICE SUBMITTED TO:		DATE:	
City of Smithville		7/3/2024	
STREET ADDRESS	CITY	STATE	ZIP CODE
201 N Bridge St.	Smithville	MO	64089
PHONE			

csoules@smithvillemo.org

JOB NUMBER	JOB LOCATION	JOB PHONE
Repair fire line on water main	Smithville	

WORK COMPLETED:

Obtained permit	\$24,888.00
Located fire water line on East side of Bridge St.	
Cut into bridge St. to access water main	
Installed 6 x 8 MJ Tee with valve onto water main	
Ran 60' of C900 pipe for new fire water line	
Add 2- 90 angles to reach the grade of the existing pipe	
Repaired Bridge St.	
Seed and Straw disturbed yard on East side of Bridge St.	

TOTAL WORK COMPLETED: \$24,888.00

EXTRA MATERIALS:

TOTAL EXTRA MATERIALS:

CHANGE ORDER:

AUTHORIZED SIGNATURE:	INVOICE DATE:	TOTAL DUE:
Clayton Cox, Owner	7/3/2024	\$24,888.00

Clayton Cox, Owner

Thank you for your business

Breakdown of City of Smithville - 201 N. Bridge St. Expenses:

Permits:	1,135.00
Signs:	362.49
Plate Rental:	1,167.49
Portion of required bond insurance cost:	413.50
Tap, valve, gasket, tee, couplings, bolts, screws, silicone, delivery	9,205.03
Rock and dumptruck delivery:	848.24
Concrete:	1,500.00
Seed and Straw	350.00
Haul off debris	350.00
Skid loader and mini excavator use plus 1 operator @ \$125/hr: 42 hrs	5,250.00
Labor: 2 workers at \$65/Hr total: 66.25 hrs	4,306.25
Amount Invoiced:	\$24,888.00