



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, November 19, 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.

Join Zoom Meeting

<https://us02web.zoom.us/j/89714048661>

Meeting ID: 897 1404 8661

Passcode: 991814

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda

- **Minutes**

- November 5, 2024, Board of Aldermen Work Session Minutes
- November 5, 2024, Board of Aldermen Regular Session Minutes

- **Finance Report**

- Financial Report for October 2024

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. **Committee Reports**
 - Planning and Zoning Commission
5. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

6. **Bill No. 3044-24, FY2025 Budget Amendment No. 1 – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading**
An Ordinance amending the FY2025 Operating Budget to add \$50,500 to the General Fund expenditure budget. 1st & 2nd reading by title only.
7. **Bill No. 3045-24, Agreement with West Central Missouri Regional Lodge #50 – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading**
An Ordinance authorizing the City to enter into a labor agreement with West Central Missouri Regional Lodge #50 of the Fraternity Order of Police representing the supervisory bargaining unit. 1st & 2nd reading by title only.
8. **Bill No. 3046-24, Amending Section 705.140 of the Code of Ordinances – 1st Reading**
An Ordinance amending Section 705.140 of the Code of Ordinances of the City of Smithville concerning lead in water systems. 1st reading by title only.

9. Resolution 1423, Site Plan – 110 West Main Street

A Resolution authorizing site plan approval for construction of the Main and Mill mixed-use project at 110 West Main Street.

10. Resolution 1424, Agreement with Placer Labs, Inc.

A Resolution authorizing and directing the Mayor to enter into an agreement with Placer Labs, Inc.

OTHER MATTERS BEFORE THE BOARD

11. Public Comment

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

12. New Business From The Floor

Pursuant to the order of business policy, members of the Board of Aldermen may request a new business item appear on a future meeting agenda.

13. Adjournment to Executive Session Pursuant to Section 610.021(1)RSMo.





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[2024 Planning Calendar](#)





Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT: Administration/Finance

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
 - November 5, 2024, Board of Aldermen Work Session Minutes
 - November 5, 2024, Board of Aldermen Regular Session Minutes
- **Finance Report**
 - Financial Report for October 2024

SUMMARY:

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

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 checked="" type="checkbox"/> Other: Finance Report | |

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

November 5, 2024 6:30 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:30 p.m. A quorum of the Board was present: Melissa Wilson, Marv Atkins, Kelly Kobylski, Dan Hartman and Leeah Shipley. Ronald Russell was present via Zoom.

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

2. Discussion of Economic Development

Gina Pate, Assistant City Administrator, gave a brief summary of the [memo](#) in the packet. She noted that the Board had requested a work session to discuss the work of the Economic Development Committee (EDC). Gina added that it would also be good to discuss economic development in general and using Placer AI for economic data and that data could be provided quarterly in future meetings.

Gina noted that included in the memo is the history of what the Economic Development Committee (EDC) has worked on over the past several years, including the milestones that they worked towards as outlined in the Strategic Plan and the Comprehensive Plan. Currently they are working on marketing materials for review for tourism and future development. The committee has moved to only have quarterly meetings. Gina explained that this discussion would help guide the committee in moving forward and what their meeting would look like. Also included in the memo is a list of their partnerships. They partner with Smithville Main Street District for their tourism and marketing efforts, for the downtown. The Smithville Area Chamber of Commerce has an MOU with the City to help with business retention and various items in the Comprehensive Plan. Gina noted that she has been working with Erika Winston, Chamber of Commerce Director, on Lunch and Learn ideas and opportunities for the community for bettering businesses. She and Erika are also looking at new marketing ideas since it is budgeted for FY2025. The City is a member of the Clay County Economic Development Council (CCEDC) and when they receive requests for information for potential development, they forward those requests to Jack Hendrix, Development Director and Gina to review. Staff also attends the Clay County Economic Development Council meetings for networking opportunities.

Gina noted that also in the memo is what other communities are doing for economic development, what their budget is and if they have an Economic Development Committee.

Gina explained that staff is looking for feedback from the Board on what they view as the role of EDC and what it looks like in the future and economic development in general.

Mayor Boley explained that the last time we updated the Ordinance for EDC was May 2019. The Ordinance was amended to expand the eligibility to be on the EDC to include owners of real estate within Smithville, individuals who reside within the Smithville School

District boundaries and Chamber of Commerce members. He noted that even with adding that language we still struggle to fill the committee and have a purpose. At that time, they discussed having the committee be a part of the Chamber of Commerce or even a stand-alone entity. The committee does not have a budget. In other cities, the Economic Development Council owns land and can do more. Mayor Boley noted that Clay County Economic Development Council, Platte County Development Council and Northland Chamber of Commerce are great options we can use for economic development. He added that if a big business were looking to come to Smithville, the Clay County Economic Development Council would be involved.

Alderman Hartman noted that he attended an informative meeting today with Erika that was put on by Clay County EDC and Northland Education Business Alliance. During that meeting, Alderman Hartman sat next to Kirk Davis, Chair of the Clay County EDC and former City Manager of Gladstone. He had the opportunity to visit and ask him questions.

Alderman Hartman said that he echoed the Mayor's thoughts. He noted that the Chamber of Commerce focuses on business retention, and attracting new businesses. He does not think that should change. Businesses looking to come to the City of Smithville usually contact City staff first and that works well. Currently we have some new development underway that seem to be getting a lot of positive attention from businesses.

Alderman Hartman reiterated that we are members of Clay County EDC and thinks that we should continue to be involved. He would like to have an Alderman appointed annually in April as a City of Smithville liaison to the Clay County EDC. They could attend functions as their schedule allows. He noted that he tries, as his schedule allows, to attend their functions and build a relationship them. He added that the Clay County EDC has a program called ED Pros and thinks the Alderman representative could be part of that panel. That opportunity would lead us to access the Kansas City Area Development Council (KCADC). Alderman Hartman noted that few years back when he was a member of the EDC they had Tim Cowden, President and CEO of the KCADC visit. He said it is a wonderful organization that is central to businesses in the Kansas City area. Alderman Hartman explained if you want to know what is coming to the area, Tim and his organization are the key for that information. He noted that the KCADC membership fee is \$10,000 a year, but through Clay County EDC we do have the opportunity to access it.

Alderman Hartman noted that he learned in talking with Kirk that the Clay County EDC also has the Midwest Small Business Finance Division for the SBA Loan Program. Rickey Pierce, Director of Loan Operations for Clay County EDC is leading that program.

Alderman Hartman said his recommendation would be to update our Ordinance to not have an advisory committee. Instead have a Board of Aldermen representative appointed to participate in the Clay and Platte County EDC meetings and events and keep the Board informed of upcoming economic development.

Alderman Russell asked that Gina make sure that the metrics are correct for what we were trying to reach for the quality of jobs that we are bringing Smithville. He noted that he had received positive feedback from the flyer that was distributed at the Smith's Fork Campground. He would like to see a way we can measure the effectiveness of the flyer for local businesses. He said he would also like to interview businesses that are closing or

moving to see if there is a key driver for it and possibly address the issue and help retain businesses. Alderman Russell added that he would like to see a partnership with the School District to work with and keep some of the graduates here.

Mayor Boley explained that it is in the Ordinance the School District have a representative on the committee. He noted that they have always had a representative on the committee, and they attend all the meetings. They are also involved in the Northland Chamber and Clay County EDC.

Alderman Kobylski noted that if we can streamline our resources and retain our partnership it would consolidate our time and efforts and avoid duplicating resources. She said when she was on the EDC they were spinning their wheels, there were a lot of great ideas but no direction on where they would go. Alderman Kobylski added it would save a lot of time and manpower if we partner with more local resources. The Chamber is more for business recruitment and community engagement.

Mayor Boley explained that part of the job role of the Assistant City Administrator position is economic development. He said that Gina's time would be better spent working with Clay County EDC or Platte County EDC then preparing agendas for committee meetings. Mayor Boley added that Smithville does not have very many business locations for lease like a lot of other communities do.

Alderman Hartman noted that the Chamber is better at business retention and asked that Erika Winston, Chamber Director, speak on that. He said that he is Chair for the Clay County University of Missouri Extension, and it is a resource that we can lean on for workforce development updates.

Mayor Boley noted that the data that Gina provides at EDC meetings would be better for Erika to provide it at the Chamber lunches to reach a broader audience.

Erika noted that she attends most of the Clay County EDC and Northland Chamber events. Erika explained that she works very closely with Gina to look for possible businesses that might be interested in expanding to Smithville and what struggles businesses are having and finding ways to help.

Gina noted that part of business retention is to visit businesses before they reach the point of leaving. This is to see if there is a trend in certain struggles businesses are having in Smithville and offer workshops on subjects like marketing.

Mayor Boley asked when they began the business retention visits.

Gina noted that they started them in January 2024.

Erika explained that they had done nine business retention visits this year. She said that the summer month's scheduling was difficult, but they were going to try to catch up before the holidays. Erika noted that they are trying to reach out to all of the businesses that are interested.

Mayor Boley noted that the goal for the visits is one a month but not all businesses want to be involved. Mayor Boley added that Erika's position is now a full-time position but has not always been.

Alderman Hartman said that there has been some criticism about the City supporting the Chamber of Commerce, but he would challenge anyone to show a community that does not support or work closely their Chamber of Commerce.

Erika added that in most of the surrounding communities, the Chamber of Commerce is economic development, or the City helps the Chamber with economic development.

Alderman Hartman said that if the Board chose to have the Chamber take over EDC he would like to see the City work with the Chamber to offer programs. He added that the University of Missouri Extension Economic Development works closely with the Clay County EDC and have been a good resource for us also. Alderman Hartman noted that we should also utilize Platte County EDC.

Alderman Wilson asked where the Smithville Main Street District would fit in to this.

Alderman Shipley explained that Smithville Main Street District works very closely with the Chamber, especially on events. She added that they do not have much connection to other businesses or developments.

Alderman Wilson asked if the Smithville Main Street District still had the data for the downtown.

Alderman Shipley said that they have a ton of data for the downtown area and pull the data regularly. She noted that the data that they have would be beneficial for EDC.

Mayor Boley asked the Board what they wanted for EDC.

Alderman Kobylski said she preferred it not to be a City committee and to streamline our resources.

Mayor Boley suggested to also appoint an Alderman representative to the committee to attend the meetings and events as they can.

The Board all agreed.

3. 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 6:52 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

November 5, 2024 7:00 p.m.
City Hall Council Chambers and Via Videoconference

1. Call to Order

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

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

2. Pledge of Allegiance lead by Mayor Boley

3. Graduation – Citizens Academy

Gina Pate, Assistant City Administrator, congratulated the Citizen's Academy graduates and gave a [brief overview](#) of the seven weeks of Monday evening classes where they learned about city operations and the services.

Mayor Boley [presented](#) the City of Smithville's first Citizens Academy graduates their certificates and asked each participant to share what they learned and what their favorite night was.



Figure 1 2024 Citizen Academy Graduates, the Board of Aldermen and Department Directors

2024 Citizen Academy Graduates

Shauna Houghton, Erika Stiles, Paula Houck, Tara Dawdy, Doug Cirricione, Lindsay Taber, Phillip Chambers and Ann Anthonisen.

Kathryn Sutherland and Deanna Clark were not able to attend.

4. Consent Agenda

- Minutes

- October 15, 2024, Board of Aldermen Work Session Minutes

- October 15, 2024, Board of Aldermen Regular Session Minutes
- **Resolution 1418, HHW Agreement with MARC for 2025**
A Resolution authorizing and directing the Mayor to enter into an agreement with Mid-America Regional Council to participate in the Regional Household Hazardous Waste program for 2025.

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

5. City Administrator's Report

Chief Lockridge reported to the Board that on October 19, Detective Melissa Knowles responded to a call about an unresponsive individual. Upon arrival, she quickly assessed the situation and initiated life-saving measures, including CPR, which she performed for nearly three minutes until a pulse was detected. Detective Knowles remained with the person until the Fire Department and ambulance arrived on the scene.

For her swift actions and rapid response, Detective Knowles has been honored with the Smithville Police Department Life Saving Award. Her dedication has brought great credit to herself, the Smithville Police Department, and the entire law enforcement community.



Figure 2 Chief Lockridge presented Detective Knowles her certificate on October 31

Cynthia Wagner noted that her report stands as presented in the packet.

ORDINANCES & RESOLUTIONS

6. Resolution 1419, Amending the Schedule of Fees

Alderman Atkins moved to approve Resolution 1419, adopting amendments the City's Schedule of Fees. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1419 approved.

7. Resolution 1420, Award Bid No. 25-01, Smith's Fork Campground Road Improvement

Alderman Atkins moved to approve Resolution 1420, awarding Bid No. 25-01, to All Pro Asphalt and Maintenance, LLC for Smith's Fork Campground Road Improvements Project in an amount not to exceed \$67,870.17 and authorize a force account of \$50,000. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1420 approved.

8. Resolution 1421, Amending the Employee Compensation Plan

Alderman Atkins moved to approve Resolution 1421, amending the Employee Compensation Plan. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1421 approved.

9. Resolution 1422, Final Plat – Monterey Estates

Alderman Atkins moved to approve Resolution 1422, approving the Final Plat for Monterey Estates. Alderman Hartman seconded motion.

Alderman Russell asked since the traffic study was not required for this subdivision was it also included this final plat?

Jack Hendrix, Development Director, explained that these 19 lots were part of the 33 that were included in the total calculation. This subdivision is still 17 lots below 50 lots necessary to require a traffic study.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1422 approved.

OTHER MATTERS BEFORE THE BOARD

10. Public Comment

None.

11. New Business from the Floor

None.

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

Alderman Hartman moved to adjourn to Executive Session Pursuant to Section 610.021(1&3) RSMo. Alderman Wilson 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 7:24 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

FY 2024 BUDGET - FINANCIAL UPDATE

REVENUES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD
GENERAL FUND	6,569,620	6,266,986	6,916,760
CAPITAL IMPROVEMENT SALES TAX FUND	760,910	1,240,750	776,869
DEBT SERVICE FUND	354,845	357,830	-
TRANSPORTATION SALES TAX FUND	667,453	1,168,950	761,487
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,104,757	10,683,600	6,601,473
SOLID WASTE FUND (FORMALLY SANITATION FUND)	869,446	938,757	924,551
SPECIAL ALLOCATION FUND	822,525	868,446	835,069
PARK & STORMWATER SALES TAX FUND	760,303	933,750	774,822
VEHICLE AND EQUIPMENT REPLACEMENT FUND	290,443	374,398	373,851
COMMONS CID FUND	400,909	396,592	375,034
AMERICAN RESCUE PLAN ACT FUND	19,959	-	-
	17,621,171	23,230,059	18,339,916

EXPENDITURES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD
GENERAL FUND	6,043,547	7,100,790	7,097,843
CAPITAL IMPROVEMENT SALES TAX FUND	479,629	1,906,340	432,462
DEBT SERVICE FUND	343,040	351,333	351,333
TRANSPORTATION SALES TAX FUND	534,904	1,699,140	599,249
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,638,976	15,704,620	4,709,453
SOLID WASTE FUND (FORMALLY SANITATION FUND)	857,468	931,805	907,202
SPECIAL ALLOCATION FUND	760,675	1,179,800	1,020,198
PARK & STORMWATER SALES TAX FUND	105,968	1,021,000	676,408
VEHICLE AND EQUIPMENT REPLACEMENT FUND	311,047	423,547	462,387
COMMONS CID FUND	212,186	413,916	277,989
AMERICAN RESCUE PLAN ACT FUND	711,474	-	141,689
	16,998,914	30,732,291	16,676,212

10/31/2024

FYE 2024 PROJECTION	
6,674,967	110.37%
760,322	62.61%
357,830	0.00%
736,529	65.14%
6,618,941	61.79%
920,573	98.49%
868,446	96.16%
758,538	82.98%
373,851	99.85%
396,592	94.56%
-	
18,466,589	78.95%

FYE 2024 PROJECTION	
7,406,812	99.96%
450,000	22.69%
351,333	100.00%
811,778	35.27%
5,937,039	29.99%
924,397	97.36%
1,179,800	86.47%
618,577	66.25%
465,487	109.17%
413,916	67.16%
141,689	
18,700,828	54.26%



City Administrator's Report

November 15, 2024

Bulky Item Drop-off Event

The city hosted its annual bulky item drop-off event on November 2. A wide variety of items were collected, including mattresses, rugs, washers and dryers, sofas, and more. Two and a half large dumpsters were filled. A big thank you to our volunteers and everyone who participated in making this event a success!



Streetscape Phase III Project

Please be reminded that North Bridge Street is closed to both vehicles and pedestrians. Work is currently underway on the south and north side of the bridge, where there are multiple pieces of heavy equipment and open trenches. For your safety, please use an alternative route.

GoNorthKC

Assistant City Administrator Gina Pate attended a meeting of Clay and Platte County partners from area local government, chamber and economic development agencies on Wednesday. This is the second meeting of the group which plans to meet every other month planning events and efforts to generate interest and welcome visitors to the Northland during the 2026 FIFA World Cup. The group is working to identify a number of events and mechanisms to get the word out about the Northland and all it has to offer. It is anticipated that these efforts will serve as a springboard for future marketing efforts for the Northland. Discussion of efforts and the City of Smithville's participation in these efforts is anticipated in the coming months.



Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT:

Finance/Administration/Police

AGENDA ITEM: Approve Bill No. 3044-24, FY2025 Budget Amendment No. 1 - 1st and 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No 3044-24, amending the FY2025 Operating Budget to add \$50,500 to the General Fund expenditure budget. Emergency Ordinance Sponsored by Mayor Boley - 1st and 2nd reading by title only.

SUMMARY:

This Budget Amendment includes an adjustment to the General Fund adding \$50,500 to the expenditure budget as detailed below:

- In May 2024, the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the Union) began meeting to negotiate the Collective Bargaining Agreement for the Supervisory Bargaining Unit. The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers at the rank of Sergeant. The agreement was negotiated in good faith by representatives of the City and representatives from the Union. The City received notice on Monday, November 11, 2024 that the bargaining unit members ratified the tentative agreement. Implementation of the agreement includes new steps for all members will be effective with the November 17, 2024 pay period. This is an anticipated additional expense to the 2025 budget of \$50,500.

PREVIOUS ACTION:

The Board previously approved the FY2025 Budget on October 15, 2024.

POLICY ISSUE:

Approving an amendment to the FY2025 Budget.

FINANCIAL CONSIDERATIONS:

This expense was not included in the FY2025 Budget.

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. 3044-24

ORDINANCE NO. 324x-24

**AN ORDINANCE AMENDING THE FY2025 OPERATING BUDGET
TO ADD \$50,500 TO THE GENERAL FUND EXPENDITURE BUDGET**

WHEREAS, pursuant to Ordinance 3042-24, passed on October 15, 2024, the City approved the fiscal year ending October 31, 2025, Budget; and

WHEREAS, not included in the approved fiscal year 2025 Budget are expenditures related to a Collective Bargaining Agreement for all full-time sworn police officers at the rank of sergeant; and

WHEREAS, an amendment to the General Fund is required at this time.

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

THAT the fiscal year ending October 31, 2025, Budget is hereby amended to add:

- \$50,500 to the expenditure budget in the General Fund.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of November 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 11/19/2024

Second Reading: 11/19/2024



Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3045-24, Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police - 1st Reading & 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3045-24, authorizing the City to enter into a Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Supervisory Bargaining Unit. Emergency Ordinance sponsored by Mayor Boley. First and second reading by title only.

SUMMARY:

In May 2024, the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the Union) began meeting to negotiate the Collective Bargaining Agreement for the Supervisory Bargaining Unit. The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers at the rank of Sergeant. The agreement was negotiated in good faith by representatives of the City and representatives from the Union. The City received notice on Monday, November 11, 2024 that the bargaining unit members ratified the tentative agreement. Staff recommends approval of this agreement.

Highlights of the agreement:

- Implementation of a step plan for full-time sworn police officers at the rank of Sergeant. The step plan is designed to help aid in recruitment the retention of sergeants.
- Starting pay of \$70,000 annually to align with the Kansas City area average. The plan includes 8 steps, up to \$89,059.55 annually. Starting pay was increased by 15.6%.
- Average increase for unit implementation of the step plan is 17.6%. The step plan will be implemented with the pay period beginning on November 17, 2024.
- All members will receive a step increase annually, effective with the first pay period of January 2026.
- Shift Differential for members assigned to the night shift of an additional seventy-five cents (\$0.75) per hour for all hours worked between 7 p.m. and 7 a.m.
- Boot allowance of \$150/year.
- Police Chief may award experience credit to lateral transfers up to Level 8 of the Step Plan.

If approved, the agreement will become effective upon the date of Board of Aldermen approval and will expire on December 31, 2026.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Implement a labor agreement between with City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Supervisory Bargaining Unit.

FINANCIAL CONSIDERATIONS:

Budget impact of step plan not included in FY24 Budget. A budget amendment of \$50,500 is included in Bill No. 3045-24.

ATTACHMENTS:

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
LABOR AGREEMENT WITH WEST CENTRAL MISSOURI REGIONAL
LODGE #50 OF THE FRATERNAL ORDER OF POLICE
REPRESENTING THE SUPERVISORY BARGAINING UNIT**

WHEREAS, pursuant to Chapter 200.100 of the Code of the City of Smithville, Missouri (the "City Code"), the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the "Union") has been duly selected to serve as the exclusive bargaining representatives for the Smithville Supervisory Unit; and

WHEREAS, pursuant to the provisions of Chapter 200.100 of the City Code, the City has bargained in good faith with the Union, and the parties have reached a tentative agreement covering certain aspects of the wages, benefits, and terms and conditions of employment for the City's supervisory police officers; and

WHEREAS, the City received notice on Monday, November 11, 2024, that the bargaining unit members have ratified the tentative agreement, and

WHEREAS, the ratified labor agreement has been reduced to writing and has been presented to the Board of Aldermen of the City of Smithville for the purpose of approval or rejection, and

WHEREAS, the Board of Aldermen desires to approve the collective bargaining agreement with the Fraternal Order of Police, Lodge #50 and authorize the Mayor to execute the agreement on behalf of the City.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, THAT;

SECTION 1: The Board of Aldermen hereby authorizes the City to adopt the Labor Agreement (the "Agreement") between the City and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of November 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 11/19/2024

Second Reading: 11/19/2024

EXHIBIT A

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SMITHVILLE,
MISSOURI AND THE FRATERNAL ORDER OF POLICE, LODGE 50**

[see attached]

**CITY OF Smithville, MISSOURI
AND
FRATERNAL ORDER OF POLICE WEST
CENTRAL MISSOURI REGIONAL, LODGE # 50**



**2024-2026
LABOR AGREEMENT
SUPERVISORY BARGAINING UNIT**

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Smithville, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with the City's Employee Handbook, the City's Policy Manual, or any Standard Operating Procedures of the City's Police Department (hereinafter, the "Department,"), or with any other written directives issued by management, the provisions of this Agreement shall be controlling. The parties recognize that the City's Employee Handbook or Policy Manual, and the Department's SOP's and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent these written materials do not conflict with the provisions of this Agreement, they shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Unit

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers at the rank of Sergeant.

Section 2.02 Added Classification

In the event any new full-time sworn job classification is added to the Department with a rank equivalent to that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with federal, state, and local law, or membership in any other category or classification that is protected by law.

Section 2.04 Sergeants Supervisory Duties

The parties mutually acknowledge that Sergeants are supervisory employees. As such, Sergeants are obligated to direct and maintain order and efficiency among subordinate personnel. Sergeants shall assist in the scheduling of personnel and shall report any observed misconduct and/or performance problems. Sergeants shall recommend discipline, when appropriate, and shall have the authority to suspend subordinate employees pending investigation on their own authority, when appropriate. Sergeants shall provide objective and accurate performance evaluations and shall present final versions of performance evaluations to Police Officers, after review and approval from the chain of command. Sergeants shall also administer approved discipline when directed to do so.

Section 2.05 Retaliation Prohibited

Neither the City, the Lodge, nor any member of either bargaining unit shall discriminate or retaliate against any Sergeant for the good faith performance of the above duties. Any Sergeant who is unable or unwilling to fulfill the above duties shall be subject to discharge or demotion to a non-supervisory position.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law;
- (h) Assign work to bargaining unit and/or civilian support personnel;

- (i) Maintain and/or take steps to enhance the efficiency of the operation of the City and the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Representatives

On January 1st of each year, the Lodge shall provide the Department with a list of employees, not to exceed two (2) sergeants, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that in the event the City laterally hires a new full-time sergeant, that person shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to make its presentation.

Section 4.03 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the squad room. The bulletin board will be for the exclusive use of the Lodge. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management and returned to the Lodge.

Section 4.04 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge shall use the City's email system only for the purpose of communicating with its membership and with Police Department and City management. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

The City will allow direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or Lodge-affiliated accounts.

Section 4.06 Lodge Business

The City will pay full-time City employees who are on duty and who serve as Lodge representatives for time spent in labor management meetings, grievance meetings, and representing employees during investigatory interviews. All other Lodge business shall be performed on non-working time.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon written request, provide to the Lodge information and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 100 pages of information that is not available in electronic format, and/or will require more than two hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 15 cents per page.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 Establishment of Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date of execution of this Agreement. In order for any binding past practice to be established in the future, the practice must be reduced to writing and signed by the parties at the time it is established.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01

Part-Time Specialized Assignments

Part-time assignments may include, but shall not be limited to, Field Training Officers, Training Instructors, Drone Unit, CIT Coordinator, and Clay County STAR team members.

Section 7.02 Vacancy Posting

When there is a vacancy in any specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;

- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 7.03 Bid for Special Assignment Vacancy

Bargaining unit employees with one (1) year of service or more, shall submit their bid for vacant full-time positions to the Chief or his or her designee within the time prescribed in the bid posting. Once the deadline has passed, if no one with one (1) year of service or more applies for said vacancy, the vacant position will be reposted and open for those with less than one (1) year of service. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications.

All vacant full-time positions shall be subject to an oral board panel consisting of one (1) member of the bargaining unit, selected by the Lodge with approval of the Chief, who holds or has previously held the assignment being filled, and two or more individuals selected by management. The Chief may additionally elect to administer an appropriate test or tests for certain assignments. Each bidder shall receive a copy of their testing scores and/or oral board scores. The Lodge shall receive the complete list of candidate scores upon conclusion of the vacancy bidding process. Employees shall be paid for all time in interviews and tests.

Section 7.04 Input and Selection for Specialized Assignments

The Chief, or his or her designee, shall select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for position as provided herein, the Chief or his or her designee, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over, to aid the candidate in future special assignment opportunities.

Section 7.05 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is twelve (12) hours for patrol sergeants.

Section 8.02 Shift Bidding Procedure

After an initial shift bid, based on seniority as is defined in this Agreement, Sergeants will be assigned to either the day shift or the night shift for a period of six (6) months. After six (6)

months, sergeants assigned to the day shift will rotate to the night shift, and sergeants assigned to the night shift will rotate to the day shift. This rotation will occur every six (6) months.

Section 8.03 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open Patrol position through their chain of command. Transfers shall be subject to the approval of the Chief.

The Chief shall have the authority to re-assign any employee or employees to another shift for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved.

Section 8.04 Meal Breaks

The Department shall make a reasonable attempt to allow members working twelve (12) hour shifts to receive two (2) thirty (30) minute paid meal breaks for each full shift worked. The Department shall make a reasonable attempt to allow members working eight (8) hour shifts to receive a thirty (30) minute paid meal break for each full shift worked.

Article IX. Transitional Duty Assignments

Section 9.01 Duty-Related Injury

When an employee suffers a duty-related injury, the City shall attempt in good faith to provide transitional duty assignments to him or her, consistent with any restrictions the workers' compensation doctor has identified. The City will first attempt to place an injured officer in a position within the police department. If no work is available within the Department, the officer may be placed in a position within the City.

Section 9.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work related injury or non-communicable illness, the City may offer a transitional duty assignment, to the extent productive work is available. Employees with on-the-job injuries shall have preference over employees with non-work-related injuries for any such assignments.

Section 9.03 Acceptance of Transitional Duty

Employees with work-related illnesses or injuries must accept and perform transitional assignments that are offered to them, in accordance with Departmental policy, so long as the assignment is fully consistent with all medical restrictions. Any employee who declines a transitional duty assignment will be subject to reduction in workers' compensation pay, to the extent allowed under State law.

Article X. Wages

Section 10.01. Regular Wages

Effective on the first day of the first full pay period after ratification of this Agreement, the pay levels for each position in the bargaining unit shall be the levels listed in the pay grid in Appendix A, attached hereto. Existing employees shall be slotted into the pay grid as indicated in Appendix A.

Section 10.02. Step Increase

All bargaining unit employees except new hires not entitled to a step increase shall receive a pay step increase on the first day of the first full pay period in January of 2026.

Section 10.03. New Hires

New hires who are P.O.S.T. certified shall ordinarily commence at Level 1 on the pay grid.

The Chief may award experience credit to lateral transfers who are either already P.O.S.T. certified or who are capable of becoming P.O.S.T. certified before they start working for the City and who in fact do so. The Chief will assign a starting pay level to Lateral Transfers that, in his or her reasonable judgment best matches the value of the new employee's experience to the department, but the initial level assigned to any lateral transfer shall not exceed Level 8.

New hires who start work prior to July 1 on any calendar year shall receive a step increase on the first day of the first full pay period in the January following their date of hire. New hires who start work on or after July 1 on any calendar year shall not receive a step increase until the first day of the first full pay period in the second January following their date of hire.

Section 10.04. Boot Allowance

Members will be reimbursed for the purchase of boots up to \$150 per year.

Section 10.05. Shift Differential

Members assigned to the night shift will receive an additional seventy-five cents (\$0.75) per hour shift differential premium for all hours worked between 7 p.m. and 7 a.m.

Section 10.06. Field Training Officers

Members serving as FTO's shall receive an additional one (1) hour of pay for every shift in which is the Member serves as an FTO for at least eight (8) hours.

Section 10.07. On-Call Pay

Employees scheduled and performing on-call duty shall be paid one (1) hour regular pay for each weekday and two (2) hours pay for each weekend day and holiday in an on-call status regardless of whether or not they are called in to work. Employees who are on call are required to answer calls to duty promptly and arrive ready to work within one hour.

Section 10.08. Court Time

Members who are required to attend court, as a result of the performance of their assigned duties, during non-work hours shall be compensated for a minimum of two (2) hours or actual time worked, whichever is greater, at the member's hourly rate.

Section 10.09. Call Back

Members who are called to work and who report to work during their off-duty hours will receive two (2) hours' pay or pay for actual time worked, whichever is greater, at their hourly rate. Members who are called in less than two (2) hours immediately prior to the beginning of the shift shall be paid at their hourly rate for all hours actually worked, and shall not be subject to the two (2) hour minimum, provided that the member's shift is not adjusted to avoid paying overtime.

Article XI. Overtime

Section 11.01 Overtime

Employees shall be paid at time and a half of their regular rate of pay for all hours actually worked in excess of eighty (80) hours per fourteen-day work period.

Section 11.02 Flexible Hours

Subject to supervisor approval, employees who work overtime may have the option to voluntarily take time off from their regularly scheduled hours during the same pay period, to offset such overtime hours worked. However, officers will not be required to take time off during the pay period to avoid the payment of overtime.

Section 11.03 Overtime Calculation

Premium pay will be included in determining each employee's regular hourly rate for overtime calculation purposes, consistent with the Fair Labor Standards Act.

Section 11.04 No Duplicative Payment

There shall be no duplicative payment or pyramiding of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as shift differential.

Section 11.05 Overtime Assignment

Voluntary overtime shall be offered on a first-come, first-serve basis department-wide.

Involuntary overtime shall be assigned to the least senior employee in the opposite days off group with the same work hours. Any employee who has been forced in within the prior seven days shall be passed over, unless all other employees in their days off group with the same work hours have been forced in as well.

The above shall not apply to special events or emergencies, wherein all employees will be subject to mandatory call out. Nothing herein shall prevent any employee from accepting available overtime on a voluntary basis.

All employees of the department are required as a condition of employment to answer calls to duty promptly and to return messages within a reasonable period of time when calls are missed. Any employee who develops a pattern of not answering or returning calls will be subject to progressive discipline.

Section 11.06 Duty-Related Phone Calls and Email

Employees who receive one or more phone calls from any Department supervisor (Sergeant, Captain, or Chief), or their designee, while off-duty on any given day, which call(s) last longer than seven (7) minutes, and which concern job-related issues, shall be compensated for the actual time spent on the call.

Employees shall not access work email while off duty, unless specifically instructed to do so by a Department supervisor. Employees who spend more than seven (7) minutes on work-related email on any given day while off duty shall report their time and shall be compensated for actual time spent.

Section 11.07 Vacation, Holiday and Sick Time

Paid time off shall not count as hours worked when determining overtime eligibility.

Article XII. Health and Welfare

Section 12.01 Health, Dental, Vision, and Life Insurance Coverage

- (a) The City shall provide Health, Dental, Vision and Life Insurance plans. Employees covered under this Agreement shall be eligible for coverage under these plans on the same terms as apply for all other City employees.
- (b) City Benefits Committee. The Union shall have a representative selected by the Union on the Committee. The Union's selected representative must be a full-time City employee.

Article XIII. Retirement Benefits

Section 13.01 LAGERS

The City will continue the current LAGERS L12 2% contributory retirement program.

Section 13.02 Deferred Compensation Plans

The City will maintain enrollment in a 457 Deferred Compensation Plan. Participation is optional and the City does not contribute to the Plan.

Article XIV. Holidays

Section 14.01 Holidays

Employees covered under this Agreement shall receive eight (8) hours of holiday pay for each City-observed holiday listed in the Employee Handbook.

ARTICLE XV. Leaves of Absence

Section 15.01. Vacation Leave

- (a) Sworn officers shall accrue vacation as provided in the Employee Handbook.
- (b) Between December 1 through 15 of each year, employees shall be permitted to bid for one block of up to seven (7) consecutive days' vacation time during the next year, in accordance with their seniority. After initial weeks have been selected, additional vacation time shall be scheduled with the employee's immediate supervisor. If two or more employees request a vacation day at the same time on a certain date and all the requests cannot be granted, the most senior employee shall be allowed to take the vacation day, but a more senior employee shall not be permitted to bump a more junior employee who has previously scheduled vacation time. After December 15, vacation days shall be granted on a first come, first served basis.
- (c) Upon separation of employment for any reason, any earned but unused vacation time will be paid out, subject to the following rules. The maximum vacation payout allowed will be one and one-half times the employee's annual benefit. Vacation time will be paid at the employee's then-current hourly rate.
- (d) Employees on leave of absence without pay shall not accrue vacation.

Section 15.02. Sick Leave

- (a) Employees covered under this Agreement shall accrue and use sick leave in accordance with City policy.

Section 15.03. Bereavement Leave

Employees covered under this Agreement shall be eligible for Bereavement Leave as provided in City policy.

Section 15.04. Military Leave

Members will be granted Military leave within the standards established by the Uniformed Services Employment and Reemployment Act (USERRA) and the laws of the State of Missouri.

Article XVI. Seniority

Section 16.01 Seniority Definition

Seniority for sergeants shall be determined based upon cumulative time spent as a Sergeant with the City of Smithville. If two or more sergeants are promoted on the same day, the rank order from the Sergeant's eligibility list that was used in their promotional process will establish their seniority.

Section 16.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job assignment, date of initial hire within the Department, and date of assignment to current position.

Section 16.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call/no-show for two (2) consecutive regularly scheduled shifts unless circumstances make it impossible for the employee to call in, through no fault of the employee; or,
- (f) Failure to perform work for the City for twelve (12) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 16.04 Rehire

Former bargaining unit employees who are rehired within six (6) consecutive months from their date of separation shall have their prior seniority reinstated and will begin to accrue new seniority from the date of re-employment. Rehired employees will be required to serve the appropriate probationary period.

Reinstated employees who separated from Departmental service in good standing and return to the same position they occupied upon leaving the Department shall return at the same rate of pay they were receiving at the time of their departure, if reemployment occurs within six (6) consecutive months from the date of separation. Reinstated or rehired employees who return after an absence of more than one month will become eligible for employee benefits on the same schedule as applies for new hires.

Section 16.05 Right to Return to the Bargaining Unit Following Promotion

During the first six months following the promotion of any employee out of the bargaining unit, the employee may be returned, or may elect to return to the bargaining unit if they are unsuccessful in the promoted position. Employees shall return to the unit at the rate of pay they held prior to their promotion out of the unit, without any loss of seniority. The Chief may assign employees returning to the unit under this Section to any open position, and the most junior employee in the lower classification may be bumped down if necessary. The right to return to the bargaining unit shall not be available to any promoted employee who is discharged from the promoted position for just cause.

Article XVII. Probation

Section 17.01 Probation

New promoted employees shall hold their position on a trial basis. Probation for newly promoted Sergeants shall run for a period of six (6) months. During probation, employees shall be subject to demotion to their prior rank if they do not successfully fulfill their duties as a Sergeant, and such demotion shall not be grievable beyond the third step of the grievance process set out in this Agreement. Probation may be extended by the Chief for up to an additional six (6) months.

Article XVIII. Reductions in Force

Section 18.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 18.02 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XIX. Discipline

Section 19.01 Discipline

Discipline or discharge of bargaining unit represented employees will be for just cause.

Section 19.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The City will generally practice a system of progressive discipline. The type of disciplinary action issued in any given situation will depend on the overall circumstances being addressed, and it shall not be necessary for discipline to start at any particular level. Factors to be considered in determining the level of discipline issued include, but are not limited to consideration of the employee's overall performance history and disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance.

- (a) Documented Verbal Warning
- (b) Written Reprimand
- (c) Suspension
- (d) Discharge

Section 19.03 Non-Disciplinary Actions

Informal discussions or verbal counseling between an employee and supervisor or higher-level member of management, usually concerning expected employee behavior, conformity to City policies, or job performance shall be considered non-disciplinary counseling. No record of informal counseling discussions shall be referred to in any disciplinary matter, except to establish that management informed an employee of performance expectations or work directives. Employees shall not be entitled to Lodge representation during informal counseling sessions.

Section 19.04 Copies of Personnel Records

The City will provide the employee and the Union with a copy of any formal disciplinary record that is to be placed in the City's personnel files.

Each employee shall have the right to examine the City's personnel files on that employee, upon scheduling an appointment with the Assistant City Administrator. Employees shall not remove or alter any document contained in their file, but may submit comments to be attached to any record, and may obtain copies of any record contained in the file upon request. Pre-hire psychological profiles and polygraph or CVSA examination results shall be excluded from coverage under this Section.

Section 19.05 Lodge Representation

Members under investigation are entitled to have an attorney or any duly authorized representative present during any questioning that the member reasonably believes may result in disciplinary action. The attorney or representative shall be permitted to confer with the member but shall not unduly disrupt or interfere with the interview. The questioning shall be suspended for a period of up to twenty-four (24) hours if the officer requests representation.

Section 19.06 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation, upon written request of the member or the member's representative, a copy of the entire record of the administrative investigation, including, but not limited to, audio, video, and transcribed statements, shall be provided within five (5) business days of the written request. The Department may request a protective order to redact all personal identifying witness information. Any individual who reviews an internal affairs investigatory file shall maintain the confidentiality of all information contained in the file.

Section 19.07 Written Reprimands and Documented Verbal Warnings

Written reprimands and documented verbal warnings shall remain active in employees' personnel files for three years from the date they are issued, and during that period of time, these items may be used for subsequent progressive discipline. After three years, these items will no longer be used for subsequent progressive discipline, but may be referred to for the purpose of demonstrating knowledge of the applicable rules or expectations, and/or to establish a pattern of behavior.

Section 19.08 Suspensions

Suspension shall remain active in the employee's personnel file indefinitely, and may be used for subsequent progressive discipline, provided that the weight to be given to prior suspensions shall be subject to the just cause analysis.

Article XX. Internal Investigations

Section 20.01 Administrative Investigations

All internal investigations will be conducted in accordance with the provisions of Mo. Rev. Stat. § 590.502.2.

Section 20.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall determine whether to refer the matter for criminal investigation. During the pendency of any criminal investigation, management may suspend the administrative investigation and may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered independently from the criminal investigation.

Section 20.03 Bargaining Unit Member Involved Shooting Investigation

- No bargaining unit member who has discharged his or her weapon shall be treated as a suspect unless there is reasonable suspicion or probable cause to believe a crime has been committed.
- The scenes from shooting situations are to be considered and handled as any other major crime scene, per the appropriate policy. The on-scene supervisor will be in charge until properly relieved by the Lead Supervisor of the Northland Officer Involved Shooting Investigation Team (NOISIT). The crime scene will be held until the Chief or his/her designee authorizes the release. The involved officer shall not leave the scene until released by the NOISIT Lead Supervisor.
- Immediately following the shooting, bargaining unit members will be ordered to participate in a walk-through with an assigned NOISIT investigator and provide answers to the following public safety questions to provide information necessary to complete the investigation:
 - 1) Are you injured?
 - 2) If you know of anyone who was injured, what is his or her location?
 - 3) In what direction did you fire your weapon(s)?
 - 4) Are there any suspects at large, what are their descriptions?
 - 5) What was the suspects' direction of travel?
 - 6) How long ago did the suspects flee?

- 7) For what crimes are suspects wanted?
 - 8) With what weapons is the suspect armed?
 - 9) Does any evidence need to be preserved?
 - 10) Where is the evidence located?
 - 11) Did you observe any witnesses?
 - 12) Where are they?
- Besides the answers to these questions, no other questioning shall be performed at the scene.
 - A bargaining unit member who is involved in a shooting incident shall have the right to have legal counsel present during any criminal interview. No criminal interview of the bargaining unit member involved in a shooting incident shall be conducted until the officer is well rested, generally between 48-72 hours post incident.
 - Bargaining unit member(s) involved in shooting incidents may be relieved of duty and placed on Administrative Leave by the Chief or his/her designee. They will retain their badge and identification card, but not their weapon. This shall be removed and retained pending the investigation. A replacement weapon will be made available to any member placed on Administrative Leave and whose weapon has been removed. Bargaining unit member(s) will receive formal notification of their Administrative Leave through a Notice of Administrative Assignment.
 - If criminal charges are filed, the leave will become unpaid from the time of filing. If the charges are subsequently dropped, or if the bargaining unit member is acquitted on the charges, he or she will be returned to full duty status with all back pay, unless the Employer determines to pursue disciplinary action against the bargaining unit member, independent of the disposition of the criminal charges. In that event, all other procedural safeguards of this Memorandum and the Employer's personnel rules shall apply to that disciplinary action. The bargaining unit member(s) will receive formal notification through a personnel action form of their return to active status.
 - Bargaining unit member(s) involved in shooting incidents resulting in any personal injury or fatality shall be required to be evaluated by a mental health professional to determine if the bargaining unit member is emotionally fit before they may return to active duty. This shall be at the expense of the City.

The City will pay the costs and expenses for counseling with a City-selected mental health provider for any bargaining unit member who is involved in a critical incident.

Article XXI. Grievance Procedure

Section 21.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 21.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 21.03 Waiver of Additional Process

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 21.04 Filed Within 15 Days

All grievances must be submitted in writing to management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 21.05 Step One

Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 21.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge may appeal the grievance to the Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

The Chief shall either issue a written decision within ten (10) calendar days, or at his or her option, may schedule a grievance meeting to discuss the matter with the grievant and a Lodge representative, at a mutually convenient time. In the event the Chief schedules such a meeting, the written decision shall be due no more than ten (10) calendar days after the grievance meeting takes place.

Section 21.07 Step Three

If the matter is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to the City Administrator or the City Administrator's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two or the grievance meeting was held, whichever is later, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired. The City Administrator or his or her designee shall review the grievance and issue a decision on it within ten (10) calendar days of its receipt.

Section 21.08 Suspension and Discharge Grievances Filed at Step Two

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 21.09 Lodge Representation

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not be present during the grievance process.

Section 21.10 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days. Any grievance filed or appealed after time limits have expired shall be considered null and void, and no further action shall be taken with respect to that grievance.

Section 21.11 No Interruptions in Service

During the term of this Agreement, neither the Lodge, its officers, employees, agents, members or representatives, nor any employee covered by this Agreement, will authorize, instigate, aid, condone, participate in or engage in any strike, work stoppage, sickout, slowdown, boycott, picket line, or any other interruption or interference with the work of the Smithville Police Department, including any sympathy strike.

In the event of the unauthorized activity proscribed above, the Lodge shall immediately take affirmative action to cause each and every employee covered by this Agreement to return to work and shall, among any and all other necessary or appropriate steps intended to cause each such employee to return to work, immediately:

- A. Notify the employees in person, by telephone, and/or by mail that such strike or other interruption of continuous service is unauthorized; and
- B. Promptly order its members to return to work.

The City shall have the right to proceed directly to court for a temporary restraining order, injunction, and any and all other legal and/or equitable relief for any alleged breach of this Article. The City shall not be required to first exhaust the grievance and arbitration provisions of this Agreement before proceeding directly to court when seeking to enforce the provisions of this Section 23.11.

The parties recognize the right of the City to take disciplinary action, including discharge, against any employee covered under this Agreement who participates in any activity in violation of this Section, whether such action is taken against all participants or only against selected participants. The parties recognize that the Union's designated representatives have an affirmative duty to prevent and cause the cessation of any activity which violates this Section.

Article XXII. Arbitration

Section 22.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Three, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the Assistant City Administrator within ten (10) calendar days after receiving the Step Three decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Three decision.

Matters appealed to arbitration shall not be addressed in any other forum. The grievance and arbitration provisions established herein shall be the sole avenue available for addressing any alleged violation of the terms of this Labor Agreement, including but not limited to determining whether the City had just cause for any discharge or discipline.

Section 22.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a sub-regional list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 22.03 Decision of the Arbitrator

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of the dispute, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 22.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters that were properly before the Arbitrator.

Section 22.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXIII. Labor Management Committee

Section 23.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and two (2) representatives from the supervisory bargaining unit.

The Labor/Management Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of quarterly meetings.

Section 23.02 Labor/Management Committee Purpose

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. The purpose of regular meetings shall include but is not limited to:

- (a) Dissemination of information.
- (b) Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative of the Committee may present topics for discussion during Committee meetings.
- (c) Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices.
- (d) Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
- (e) Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.

Section 23.03 Request for Meeting

A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

Article XXIV. General Provisions

Section 24.01 Uniforms and Equipment

The City will provide all necessary uniforms and equipment for all Departmental personnel.

- (a) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order.
- (b) The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) Officers may choose to wear long or short sleeve shirts at their discretion, except when otherwise directed.
- (d) The Department shall establish a Uniform Committee. The Committee shall be composed of two (2) individuals appointed by the Chief, and one sergeant and one officer appointed by the FOP. Members of the Committee shall review any proposed changes to the uniform and provide recommendations to the Chief.
- (e) Officers with twenty (20) or more years of service, with at least ten (10) years of service in Smithville, who are in good standing at the time of retirement from the police department shall be gifted their firearm by the department at the time of departure.

Section 24.02 Off-Duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty, to the maximum extent allowed under the City's workers' compensation policy.

Section 24.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 24.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment his or her "primary" job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled,

or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Police Chief, identifying the other employment for consideration and approval. Approval must be renewed on an annual basis.

Section 24.05 Release of Personal Information

The City shall not release an employee's personal information, including name, date of birth, address, phone number, or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, or when required for the performance of the employee's duties (e.g. to arrange for training), or to obtain employee benefits, or as required by law.

Section 24.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 24.07 Certified New Hire Signing Incentive

The City shall also continue to have the right to enter into individual contracts with applicants who are Missouri POST certified Police Officers, providing a signing incentive if they are hired, and requiring them to repay the signing incentive, on a pro-rata basis, if they do not remain employed by the City for at least thirty-six months after becoming hired.

Article XXV. Training

Section 25.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. All costs associated with the training shall be paid by the Department.

Section 25.02 Meal Reimbursement

The City shall pay for covered meals when the employee is attending training which requires an overnight stay, consistent with the City's travel policy.

Section 25.03 Travel Time

Travel time to attend training shall be paid to the extent and in the manner required under the FLSA.

Section 25.04 Return to Work

Employees covered under this Agreement, who are attending external training, shall not be required to return to work, if there are fewer than four hours remaining in the shift, except in

case of staffing shortage. Employees who elect not to return to work shall be paid for time spent in training, and may elect to use accrued vacation time or floating holidays to cover the remainder of their regularly scheduled hours, if they so desire.

Article XXVI. Complete Agreement

Section 26.01 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXV.

Section 26.02 Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties. Individual agreements concerning training costs or signing incentives shall remain in effect.

Section 26.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXVII. Term of Agreement

Section 27.01 Effective Date

This Agreement shall become effective upon ratification by the Union and adoption by the Board and shall remain in effect through December 31, 2026. In March of 2026, or on any subsequent March, either party may notify the other that they wish to meet and confer in a good-faith

attempt to reach agreement on the terms of the renewal or replacement of this Agreement. Such negotiations, if requested, shall take place between April 15 and June 15 of the same calendar year. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Damien Boley
Mayor

Rick Inglima
President

On behalf of
The City of Smithville

On behalf of
FOP West Central Missouri Lodge No. 50

Date

Date

APPENDIX A

SERGEANT'S MERIT PAY GRID, EFFECTIVE FIRST DAY OF FIRST FULL PAY PERIOD AFTER RATIFICATION

Steps	1	2	3	4	5	6	7	8
	15.6%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Hourly	\$33.65	\$34.83	\$36.05	\$37.31	\$38.62	\$39.97	\$41.37	\$42.82
Salary	\$70,000.00	\$72,450.00	\$74,985.75	\$77,610.25	\$80,326.61	\$83,138.04	\$86,047.87	\$89,059.55

Pay Steps Effective First Day of First Full Pay Period after Ratification

Sgt. A Johnson	Step 2
Sgt. Morgan	Step 4

4870-9902-2796, v. 1



Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT: Public Works

AGENDA ITEM: Bill No. 3046-24, Amending Section 705.140 of the Code of Ordinances – 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3046-24, amending Section 705.140 of the Code of Ordinances of the City of Smithville concerning lead in water systems. First reading, by title only.

SUMMARY:

The proposed ordinance would correct an error made in 2017 that erroneously eliminated our lead ban ordinance approved in 2016. The facts that surround this error are as follows: The Board of Aldermen adopted Ordinance 2932-15 on September 1, 2015 that consolidated Chapters 705 and 710 of the Code of Ordinances into one new Chapter 705, Combined Waterworks and Sewerage System.

The following year, after a DNR inspection concerning our water treatment plant permit, the City was required to update our lead ban in drinking water ordinance. The Board approved Ordinance 2951-16 on July 19, 2016 adopting the updated version of the lead ban requirements. Unfortunately, when that occurred, the ordinance did not take into account that Ordinance 2932-15 had merged Chapters 705 and 710 and adopted a NEW lead ban ordinance into a new section 710.045, making it the only provision in Chapter 710.

The final error was made upon the adoption of Ordinance 2980-17 on September 19, 2017 to amended the city's leak adjustment policy. The method used was to take the language from the 2015 merger ordinance and again, merge 705 and 710 and delete all of 710. Unfortunately, the language used for this ordinance included only the original lead ban ordinance in the readoption. This effectively removed the lead ban language from our ordinances.

Recently, DNR returned to complete a new permit inspection for the water treatment plant and identified that our ordinance still needed to be updated to the new language. During the research for this action, the above scenario was identified. This new ordinance only deletes the old (existing) lead ban language and replaces it with the proper lead ban language. This ordinance will again make the City of Smithville compliant with DNR requirements on the lead ban language.

PREVIOUS ACTION:

Ordinance 2951-16 adopted the updated lead ban language required by DNR, but Ordinance 2980-17 erroneously replaced the updated language with the previous language.

POLICY OBJECTIVE:

Bring our Ordinances into compliance with State Law requirements for the Water Treatment Plant's Permit.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☒ Ordinance

☐ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

**AN ORDINANCE AMENDING SECTION 705.140 OF THE CODE OF
ORDINANCES OF THE CITY OF SMITHVILLE CONCERNING
LEAD IN WATER SYSTEMS**

WHEREAS, the City of Smithville merged Chapters 705 and 710 into a new Chapter 705 by Ordinance 2932-15 on September 1, 2015; and,

WHEREAS, Ordinance 2951-16 was adopted on July 19, 2016 that intended to amend the Lead Ban language in the City's Ordinances, but erroneously used the Chapter 710 version (710.045) which had previously been merged into the new Chapter 705; and,

WHEREAS, Ordinance 2980-17 was adopted on September 19, 2017 that intended to add a new water and wastewater leak adjustment policy, but used the language in the 2015 ordinance that deleted the entire text of both Chapters 705 and 710 and enacted a new Chapter 705; and

WHEREAS, the ordinance used for the format of the 2017 ordinance did NOT include the amendment from 2016 updating the Lead Ban ordinance and, when enacted, unintentionally reverted the Lead Ban ordinance to the pre-2016 amendment language; and,

WHEREAS, during the most recent DNR permit inspection of the water system it was identified that the updated lead ban language was removed from the code and must be restored.

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

Section I. That section 705.140 banning lead from the drinking water system is deleted in its entirety and a new Section 705.140 is adopted to read as follows:

**SECTION 705 140: LEAD BAN IN PUBLIC AND PRIVATE DRINKING WATER
PLUMBING**

- A. Intent. The intent of this ordinance is to incorporate the standards and definitions used by Missouri Department of Natural Resources concerning Lead in drinking water systems.
1. To ban the use of lead materials in the public drinking water system and private plumbing connected to the public drinking water system; and
 2. To protect City residents from lead contamination in the City's public drinking water system and their own private plumbing systems.

- B. Application. This ordinance shall apply to all premises served by the public drinking water system of the City of Smithville, Missouri.
- C. Policy. This ordinance will be reasonably interpreted by the water purveyor. It is the purveyor's intent to ban the use of lead-based materials in the construction or modification of the City's drinking water system or private plumbing connected to the City system. The cooperation of all consumers is required to implement the lead ban.

If, in the judgement of the water purveyor or his authorized representative, lead based materials have been used in new construction or modifications after January 1, 1989, due notice shall be given to the consumer. The consumer shall immediately comply by having the lead materials removed from the plumbing system and replaced with lead free materials. If the lead-based materials are not removed from the plumbing system, the water purveyor shall have the right to discontinue water service to the premises.

Section II. Definitions

- A. The following definitions shall apply in the interpretation and enforcement of this ordinance.
- 1) "Consumer" means the owner or person in control of any premises supplied by or in any manner connected to a public water system.
 - 2) "Lead base materials" means any material containing lead in excess of the quantities specified in Section II. A..3.
 - 3) "Lead free" means:
 - a. In General
 1. When used with respect to solder and flux, refers solders and flux containing not more than 0.2 percent (0.2%) lead; and
 2. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than 0.25 percent (0.25%) lead.
- B. Calculation
- The weighted average lead content of a pipe, pipe fitting, plumbing fitting, or fixture shall be calculated by using the following formula: For each wetted component, the percentage of lead in the component shall be multiplied by the ratio of the wetted surface area of that component to the total wetted surface area of the entire product to arrive at the

weighted percentage of lead of the component. The weighted percentage of lead of each wetted component shall be added together, and the sum of these weighted percentages shall constitute the weighted average lead content of the product. The lead content of the material used to produce wetted components shall be used to determine compliance with paragraph (A)(2). For lead content of materials that are provided as a range, the maximum content of the range shall be used.

4) "Public drinking water system" means any publicly or privately owned water system supplying water to the general public which is satisfactory for drinking, culinary and domestic purposes and meets the requirements of the Missouri Department of Natural Resources; and

5) "Water purveyor" means the owner, operator, or individual in responsible charge of a public water system.

6) "Exemptions"

(A) Pipes, pipe fittings, plumbing fittings, or fixtures, including backflow preventers, that are used exclusively for non-potable services such as manufacturing, industrial processing, irrigation, outdoor watering, or any other uses where the water is not anticipated to be used for human consumption, or

(B) Toilets, bidets, urinals, fill valves, flush-o-meters valves, tub fillers, shower valves, service saddles, or water distribution main gate valves that are 2 inches in diameter or larger.

Section III Lead Banned from Drinking Water Plumbing

A. No water service connection shall be installed or maintained to any premises where lead base materials were used in new connection or modifications of the drinking water plumbing after January 1, 1989.

B. If a premises is found to be in violation of Section III.A. water service shall be discontinued until such time that the drinking water plumbing is lead free.

BE IT REMEMBERED that the above was read two times, by title only, **PASSED AND APPROVED** by a majority of the Smithville Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri this 3rd day of December, 2024.

Damien Boley, Mayor

ATTEST

Linda Drummond, City Clerk

First Reading: 11/19/2024

Second Reading 12/03/2024



Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT: Development

AGENDA ITEM: Resolution 1423, Site Plan Approval – Main & Mill Mixed Use Project

REQUESTED BOARD ACTION:

A motion to approve Resolution 1423, authorizing site plan approval for construction of the Main and Mill mixed-use project at 110 West Main Street.

SUMMARY:

The applicant submitted a site plan application for construction of a new mixed-use building that was subject to the TIF approval last year. This facility will add 86 apartments to downtown, along with 8,000ft² of commercial/retail space. The project will include adding a total of 102 new, improved parking spaces for both on- and off-street parking. New parking lots will be constructed at Mill and Meadow (city owned) and Mill and Church (private) in addition to expanded on street parking along Mill and Church. As a part of the Church Street parking lot, 8 spaces partially encroach onto city property in the area just above the steep slope. In exchange for use of this area, the project will extend access through the property to the current gravel access that enters from Bridge Street, as well as use the parks fees associated with the 86 apartments to construct a gravel trailhead parking lot with not less than 8 spaces for use with the pending Riverwalk Trail project. The applicant has agreed to all of the items of note contained in the original staff comment letter dated October 28, 2024.

The applicant resubmitted the original parking lot layout to avoid encroaching onto United Fiber's property. The applicant has further agreed to dedicate an additional 5' of right-of-way on Mill Street and Church Streets to account for sidewalks along the new on-street parking areas.

After review at the November 12, 2024, Planning Commission meeting, the Commission recommended approval of the site plan as described in the Staff Report.

PREVIOUS ACTION:

The 110 Smithville TIF plan was approved in 2023 that includes this development.

POLICY ISSUE:

Complies with Codes

FINANCIAL CONSIDERATIONS:

No out-of-pocket expenses are anticipated.

ATTACHMENTS:☐ Ordinance☒ Resolution☒ Staff Report☒ Other: Staff Comment letter; [Planning Commission meeting may be viewed online.](#)☐ Contract☒ [Plans](#)☐ Minutes

RESOLUTION 1423

A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR CONSTRUCTION OF THE MAIN AND MILL MIXED-USE PROJECT AT 110 WEST MAIN STREET

WHEREAS, the applicant submitted plans for construction of a new mixed use facility with 86 apartments and 8,000 ft² retail/commercial space at 110 West Main Street; and

WHEREAS, the Planning Commission reviewed the submittal concerning the layout, building materials and colors at its November 12, 2024 meeting; and

WHEREAS, the Planning Commission recommends approval of the site plan at 110 West Main Street in accordance with the conditions described in the Staff Report.

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

**THAT THE SITE PLAN APPLICATION FOR A NEW MIXED-USE FACILITY
AT 110 WEST MAIN STREET IS HEREBY APPROVED.**

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19th day of November, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

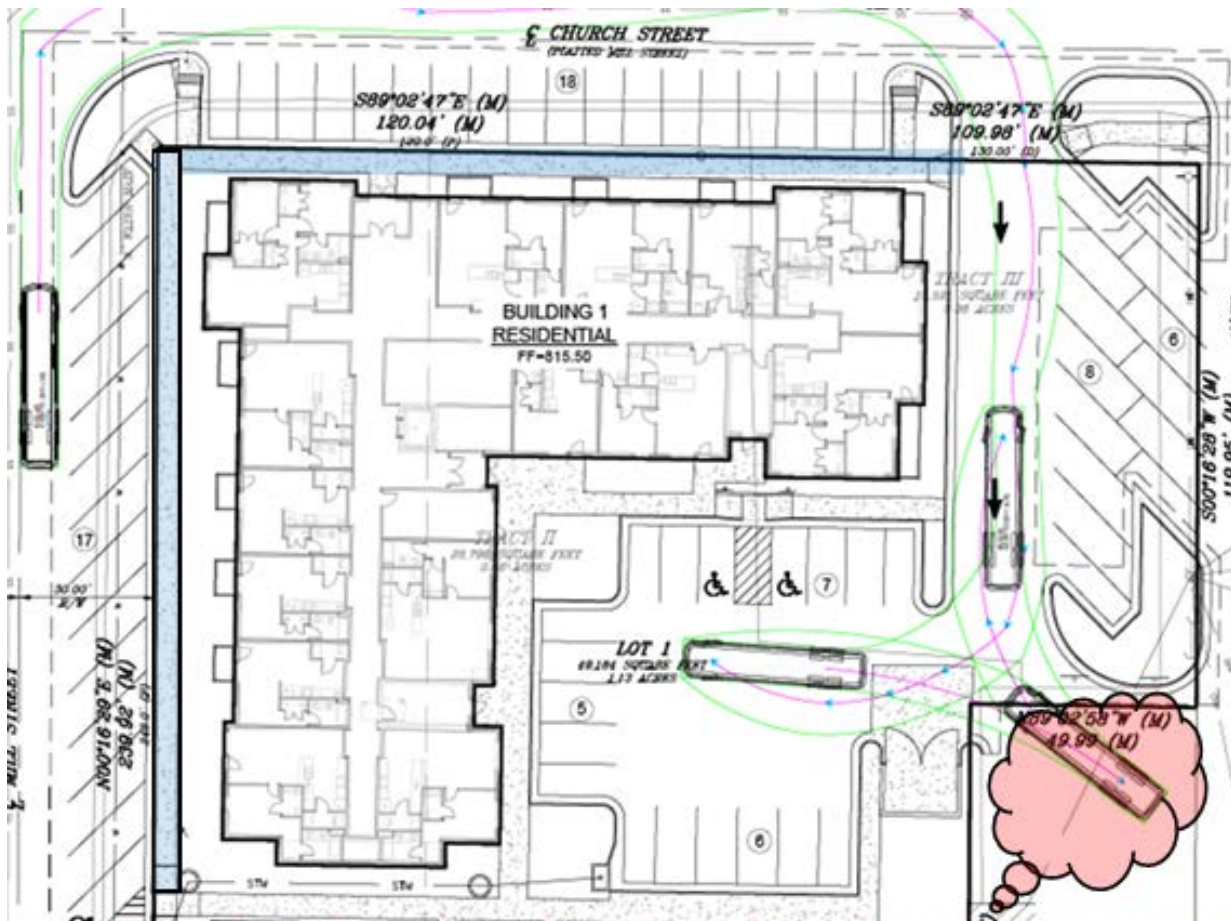


Date:	October 28, 2024
Prepared By:	Jack Hendrix, Development Director
Subject:	Main and Mill Project – 110 Smithville

Site Plan Comments

General ROW and vehicular layout

Adjusting the parking from parallel on the east of Mill and 90° on the south side of Church Street between Mill Street and a new entrance to the project lying west of the alley will require using the entire ½ of the right of way for vehicular use on the project side of these streets. This will require an additional dedication of land to allow for not less than 5' of sidewalks (blue). It is assumed that there will be an at grade ADA sidewalk crossing from the NW corner of the site, across Church Street to the off site lots.

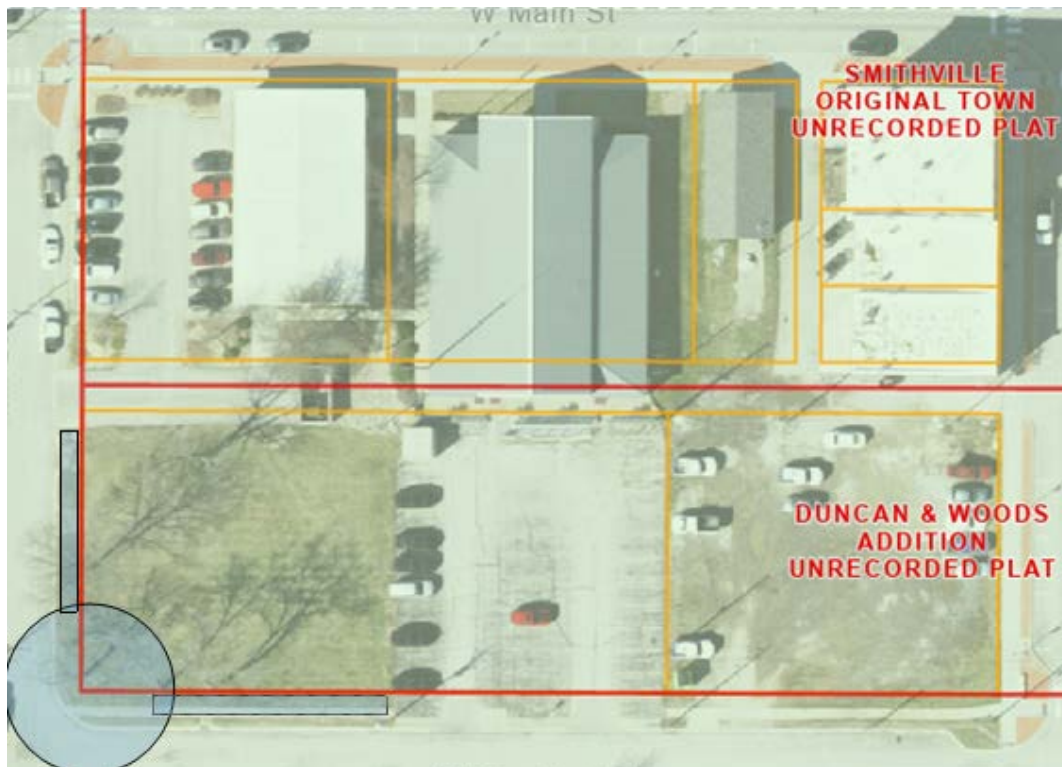


The southeast corner of the property appears to have a vehicular access lane that utilizes the United Fiber property for egress. We will need to see an access/cross access agreement (recorded) between the properties that keeps that lane open (pink cloud) and restricts parking in that area.

*Stormwater access into existing structure at Main and Mill. The box proposing to be the access point is a small nyloplast structure that will need to be replaced.

Offsite Parking Areas

Mill & Meadow Parking lot – existing approach on Mill to be removed and a new 5' ADA sidewalk installed after grading to match existing sidewalk to the north. Meadow Street will require substantial grading to allow approaches as shown. All sidewalks shall be removed and replaced with 5' sidewalks and the two new approaches shall include ADA compliant pedestrian crossings. Both Mill and Meadow sidewalks shall each have individual ADA compliant sidewalk cuts at the corner. The new crossings shall match the Mill & Main intersection crossings. The bump out curbs shall not include any brick, but instead leave grass areas for future landscaping by others. Relevant areas in Blue:

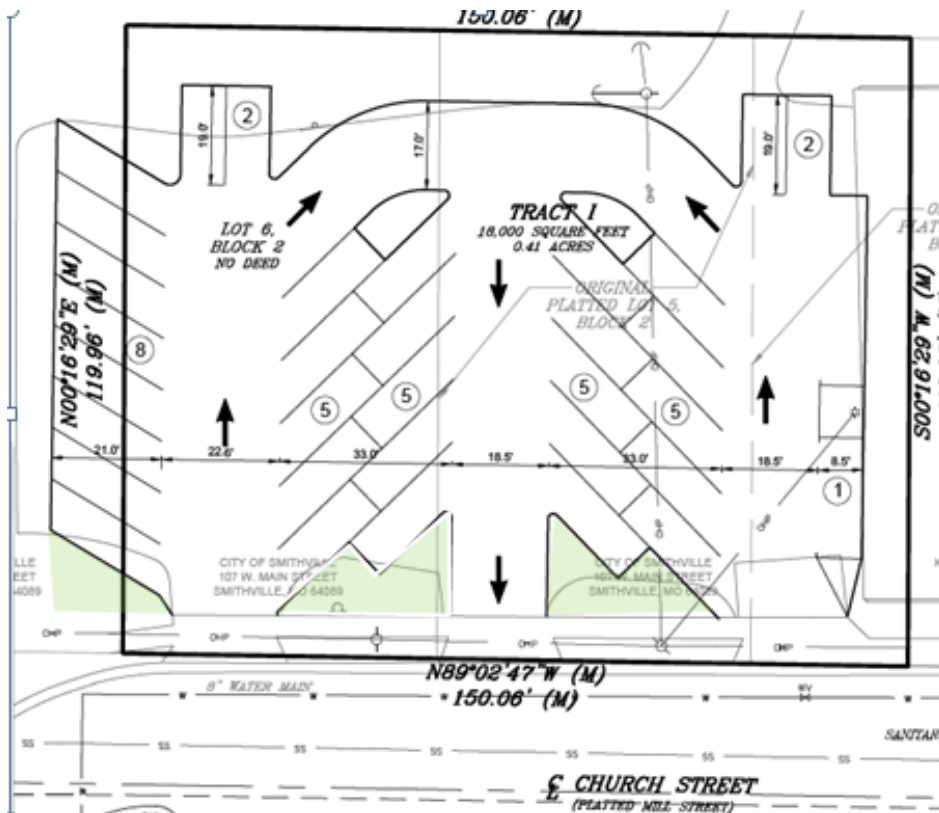


No parking lot lighting is required at this location.

Church Street Parking Lot -The proposed layout includes portions of several lots on city property on the west end. To allow this, the city will require that the current access drive from Bridge Street that turns south into this area be continued. Staff suggest removing the two spaces in the northeast corner and extending the access drive to the

property line. This will require an access easement to authorize travel from Church Street to the city lot to the north. This can remain a one-way access through the parking lot, as the exit of this lot would also use the Bridge Street access drive. To the extent that the development will be required to provide parks related Payments in Lieu of Dedication for the 86 units in the apartments, city recommends an amenity be provided instead of payment of funds. The developer should use those funds (86 units x \$625 = \$53,750) to grade, compact and gravel an area to provide an additional gravel parking area for use with the future riverwalk trail as trailhead parking. This parking area would be immediately north of the proposed parking lot in the flat area, and connected to the one way access through the new parking lot, as well as the existing access to Bridge Street.

As for the rest of the parking lot, the sidewalk should be removed and replaced with 5' sidewalks and the existing approaches should all be removed and replaced to match the new sidewalk grade. This sidewalk should extend to 30' beyond the boundary between the city land to the west of the parking lot lands to line up with the extended parking areas that encroach onto the city land. Also, all of the approaches should be removed, including the curb areas, and the approach installed directly at street grade. The approach will require ADA compliant pedestrian crossing areas that align with the new 5' sidewalk. Landscaping on the offsite Church street parking lot (green areas below) shall include landscaping that will match on site landscaping.



If additional parking lot lighting is to be installed, a photometric plan will be required to verify the housing to the south/southwest isn't impacted.

The building design, layout and materials all comply with the site plan process.



Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1424, Approving an Agreement With Placer Labs, Inc.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1424, authorizing and directing the Mayor to enter into an agreement with Placer Labs, Inc.

SUMMARY:

Over the past two years, the city has been in a cooperative agreement with Clay County, MO for participation in a subscription service for Replica, Inc. The subscription service provided analytical data including population, transportation, economic and workforce information. After two years of participation, Clay County and participating cities decided not to renew the service with Replica, Inc.

Once notified, staff began researching alternative services for economic data. Placer Lab, Inc. (PlacerAI) provides data to help with business attraction, public event marketing, tourism, traffic data, and sales tax and revenue estimation. The software can be used for economic development, parks and recreation, grant applications, long-term planning, and budget forecasting. Additionally, staff can automate reports to aid in easier access to data on a regular basis. Based on the level of detail and regular timing of updates on the Placer Venue Analytics Platform, staff is recommending approving the agreement with PlacerAI to aid in economic development initiatives and marketing enhancements.

The City was offered a discounted rate for a two-year agreement. The first year of the agreement is discounted at \$10,000, the second year at \$12,000.

PREVIOUS ACTION:

POLICY ISSUE:

Supports the Strengthened Business & Economic Development Pillar of the Strategic Plan and Comprehensive Plan Goals.

FINANCIAL CONSIDERATIONS:

Sufficient funds exist in the Administration Department's FY2025 budget.

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1424

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PLACER LABS, INC.

WHEREAS, the City of Smithville would like to enter into an agreement with Placer Labs, Inc. for a subscription to their Placer Venue Analytics Platform; and

WHEREAS, the City of Smithville would benefit from having access to the subscription; and

WHEREAS, Smithville wishes to enter into an agreement with Placer Labs, Inc pursuant to City Code Section 150.080; and

WHEREAS, the City was offered a discounted rate for a two-year agreement. The first year of the agreement is discounted at \$10,000, the second year at \$12,000.

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

THAT the Mayor is authorized and directed to enter into an agreement with Placer Labs, Inc.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 19th day of November, 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



PLACER LABS, INC.

ORDER FORM

Smithville, MO Address:	("Customer") 107 West Main St Smithville, MO 64089	Placer Labs, Inc. Address:	("Placer") 440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Gina Pate	Contact Person	Sam Ireland
Email:	gpate@smithvillemo.org	Billing Contact Person:	Jason Tsui
Phone:	816-532-3897	Billing Email*:	billing@placer.ai
Billing Contact Email:	gpate@smithvillemo.org	Billing Phone*:	415-228-2444 ext 806

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the "**Services**") include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform ("Placer's Platform"), to all major venues within the following U.S. state(s): US-MO
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data: (a) Research Data may contain limited excerpts and discrete portions of Placer Data (“**Excerpts**”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed; (b) The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and (c) Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“**AI**”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 24 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of 12 months, if mutually agreed in writing by both parties (email would be sufficient).

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

Post-Termination Rights and Obligations:(a) Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease; (b) Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the “**Post-Termination Information**”), so long as any Post-Termination Information is (i) solely retained for ordinary corporate systems backup, legal or

regulatory purposes, (ii) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (ii) ultimately deleted in accordance with Customer's data retention policy; and (c) upon request from Placer, Customer shall certify in writing its compliance with this provision.

4. Fees.

Fees for the 24-month Initial Term are \$22,000.

- Year 1 Fees are \$10,000 and will be invoiced in full upon signing this Order Form
- Year 2 Fees are \$12,000 and will be invoiced in full October 1, 2025
- Additional Terms of 12 months, if any, will be invoiced in full at the start of the Term

Additional Terms of 12 months, if any, shall be paid within thirty (30) days of the invoice date.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form. Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

In the event of any termination, Customer will pay in full for the Services.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the

Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Missouri state (“Public Records Laws”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.

- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Missouri without regard to its conflict of laws provisions.”

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

Smithville, MO
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date:



Board of Aldermen Request for Action

MEETING DATE: 11/19/2024

DEPARTMENT: Administration

AGENDA ITEM: Adjournment to Executive Session Pursuant to Section 610.021(1) RSMo.

REQUESTED BOARD ACTION:

A motion to close the regular session for the purpose of discussing legal matters pursuant to Section 610.021(1) RSMo.

SUMMARY:

To allow the Board of Aldermen to adjourn to Executive Session to discuss legal matters.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

The Board of Aldermen will vote to close the Board of Aldermen Regular Session Pursuant Section 610.021(1) RSMo.

FINANCIAL CONSIDERATIONS:

ATTACHMENTS:

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

- ☐ Contract
- ☐ Plans
- ☐ Minutes