



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
7:00 p.m. Tuesday, March 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 FaceBook page.

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

Join Zoom Meeting
<https://us02web.zoom.us/j/87296470522>

Meeting ID: 872 9647 0522
Passcode: **248585**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Acknowledgement of Certification**
 - Alderman Wilson – Municipal Governance Institute Certification
4. **Sergeant Pinning**
 - Kurt Johnson
5. **Consent Agenda**
 - **Minutes**
 - March 5, 2024, Board of Aldermen Work Session Minutes
 - March 5, 2024, Board of Aldermen Regular Session Minutes
 - **Finance Report**
 - **Resolution 1331, Emergency Purchase**
A Resolution acknowledging the emergency purchase of a waste valve at the Wastewater Treatment Plant from Mid-America Pump in the amount of \$19,811.43.
 - **Resolution 1332, Special Event Permit - Lakefest**
A Resolution approving a special event permit for the Smithville Festival Committee for Smithville Lake Festival 2024 at Courtyard Park on Friday and Saturday, June 14 and 15, 2024.
 - **Resolution 1333, Temporary Liquor License**
A Resolution issuing a Temporary Liquor License to Barbara Lamb for operation of the Smithville Lake Festival 2024 Beer Garden on June 14 And 15, 2024.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

6. **Committee Reports**
 - Planning Commission
 - Finance Committee
7. **City Administrator's Report**

ORDINANCES & RESOLUTIONS

- 8. Bill No. 3026-24 Amending Site Plan Regulations for all Conditional Use Permits – 2nd Reading**
An Ordinance amending sections of Chapter 400 of the Zoning Code related to site plan review for all Conditional Use permits. 2nd reading by title only.
- 9. Bill No. 3027-24, Rezoning 16000 and 16100 North 169 Highway to R-3 – 2nd Reading**
An Ordinance changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 16000 and 16100 North 169 Highway. 2nd reading by title only.
- 10. Bill No. 3028-24, Agreement with Central Missouri Regional Lodge #50 – 2nd Reading**
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 non-supervisory bargaining unit. 2nd reading by title only.
- 11. Bill No. 3029-24, Fairview Crossing CID Cooperative Agreement – 2nd Reading**
An Ordinance approving the cooperative agreement among the City of Smithville, Missouri, the Fairview Crossing Community Improvement District and Kansas City Properties & Investments, LLC to implement the Fairview Crossing Community Improvement District. 2nd reading by title only.
- 12. Bill No. 3030-24, Rezoning Mount Olivet – 1st Reading**
An Ordinance changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri at 14422 Mount Olivet Road. 1st reading by title only.
- 13. Resolution 1334, Downtown Parade Policy**
A Resolution authorizing and directing the Mayor to approve the Parade Rules and Regulations Policy.
- 14. Resolution 1335, Smithville Senior Center Agreement Renewal**
A Resolution authorizing and directing the Mayor to renew an agreement with Smithville Senior Center for the use of the building at 113 West Main Street.
- 15. Resolution 1336, Special Event Permit – Main Street District**
A Resolution approving a special request for the Smithville Main Street District.
- 16. Resolution 1337, Site Plan – Richardson Street**
A Resolution authorizing site plan approval for construction of a 10,000 Ft² flex use strip center at 208 West Richardson Street.
- 17. Resolution 1338, Amending the City Administrator's Employment Agreement**
A Resolution authorizing and directing the Mayor to execute an updated employment agreement with Cynthia Wagner for the position of City Administrator.

OTHER MATTERS BEFORE THE BOARD

- 18. 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.
- 19. 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.
- 20. Adjourn**





Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT:

Administration/Utilities/Finance/Parks

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**
 - March 5, 2024, Board of Aldermen Work Session Minutes
 - March 5, 2024, Board of Aldermen Regular Session Minutes
- **Finance Report**
- **Resolution 1331, Emergency Purchase**

A Resolution acknowledging the emergency purchase of a waste valve at the Wastewater Treatment Plant from Mid-America Pump in the amount of \$19,811.43.
- **Resolution 1332, Special Event Permit - Lakefest**

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- **Resolution 1333, Temporary Liquor License**

A Resolution issuing a Temporary Liquor License to Barbara Lamb for operation of the Smithville Lake Festival 2024 Beer Garden on June 14 and 15, 2024.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

**SMITHVILLE BOARD OF ALDERMEN
WORK SESSION**

March 5, 2024 6:00 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:04 p.m. A quorum of the Board was present: Marv Atkins, Ronald Russell, Leeah Shipley, Dan Hartman and Dan Ulledahl. Melissa Wilson was present via Zoom.

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

2. Discussion of 3-Month FY2024 Budget – General Fund

- Rick Welch, Finance Director gave an update on the 3-Month FY2024 Budget for the General Fund.

FY2024 budget figures include budget amendments approved by the Board:

- 23% of wage related expenses have been paid through 6 of 26 fiscal year payrolls.
- FY2024 Budget update includes five-year lookback on major General Fund revenue streams.

General Fund Review

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Revenues	\$6,266,986	\$6,473,346	\$2,330,185	37.2%

- 1st Quarter FY2024 General Fund revenue projections are projected to exceed budget due to the performance of sales tax, use tax, and interest earnings from available cash on hand.

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Expended
Expenditures	\$7,100,790	\$7,145,855	\$1,936,790	27.3%

GF Funded Capital Project	Phase	Resolution	Contractor/ Engineer	Status
Annual Wayfinding Signage Installation	Construction	Upcoming	To Be Decided	In Progress
Complete Quincy Boulevard Sidewalks	Construction	1221	Amino Brothers	In Progress
Complete Quincy Boulevard Road Reconstruction	Construction	1221	Amino Brothers	In Progress
Complete 4 th St & 4 th Terr Mailbox Improvement	Construction	1199	Menke	In Progress

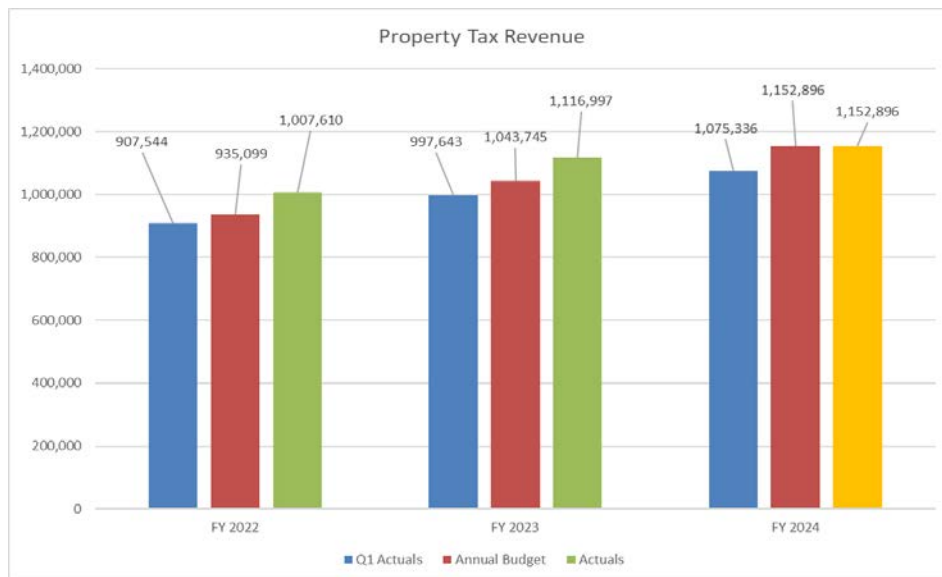
Property Tax Revenue

Property Tax revenue comprises 17% of General Fund revenues and plays a significant role in funding core City services and amenities

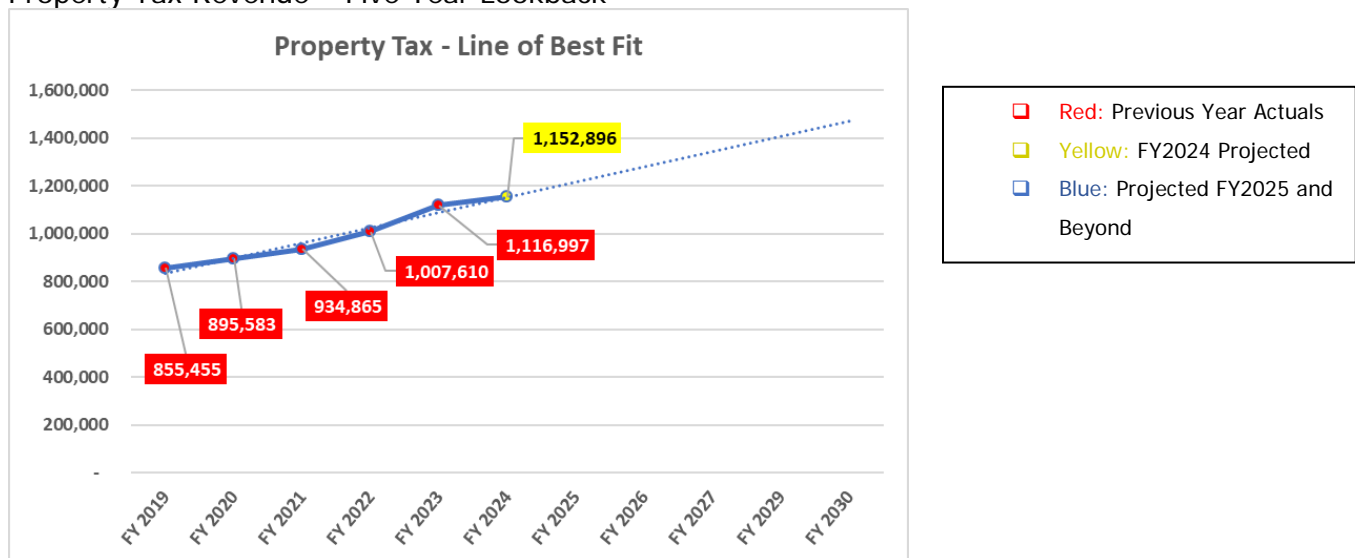
General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Property Tax Revenues	\$1,152,896	\$1,152,896	\$1,075,336	93.3%

- The City received a large Property Tax disbursement from Clay County in January 2024.
- The City, on average in the past 3 years, receives 92% of annual property tax revenue by the 1st quarter of the fiscal year.
- For the last 5 years, the City has seen an average annual increase in property tax revenues of about 6.93%.

Property Tax Revenue – 3 Year Trend History



Property Tax Revenue – Five Year Lookback

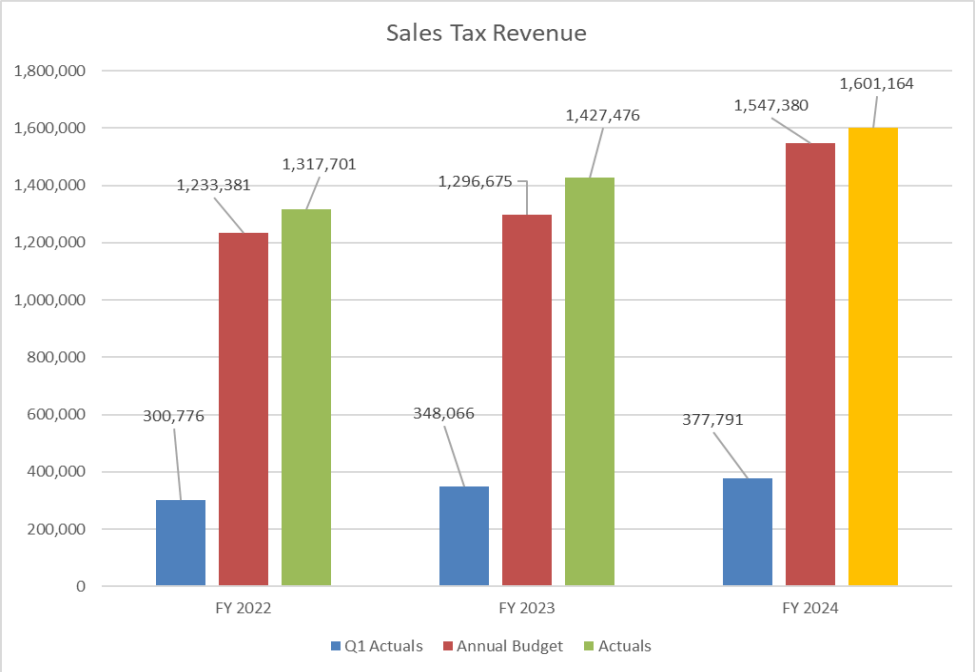


1% City Sales Tax Revenue

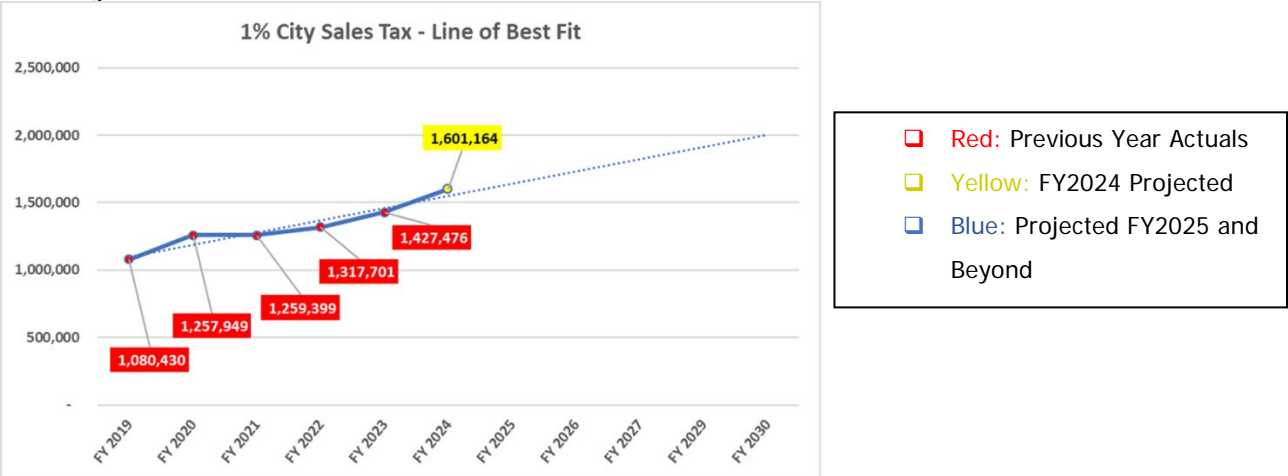
General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Sales Tax Revenues	\$1,547,380	\$1,601,164	\$377,791	24.4%

- The City, on average in the past 3 years, receives 21.7% of sales tax annual revenue by the 1st quarter of the fiscal year.
- This data reflects the monthly transfer of TIF EATs from the General Fund to the Special Allocation Fund (Marketplace TIF).

1% City Sales Tax Revenue – 3 Year Trend History



1% City Sales Tax Revenue – Five Year Lookback

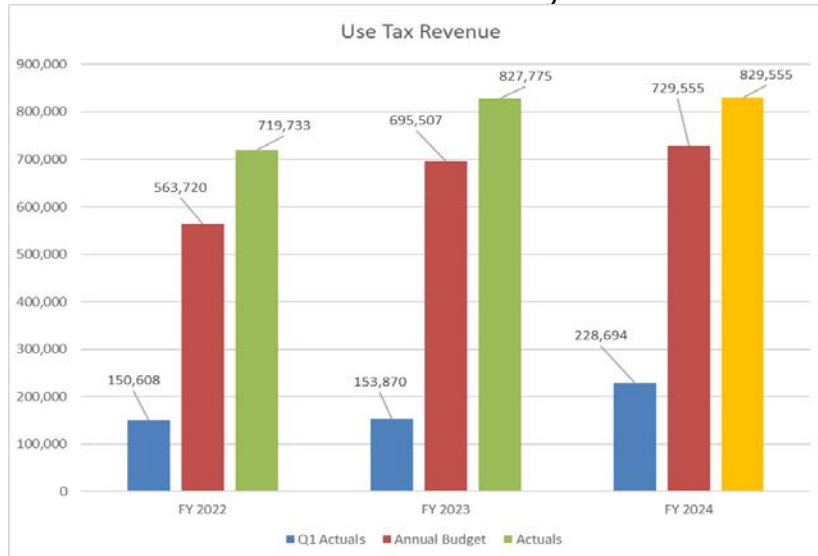


Use Tax Revenue

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Use Tax Revenues	\$729,555	\$829,555	\$228,694	31.3%

- The City, on average in the past 3 years, receives 12.6% of use tax annual revenue by the 1st quarter of the fiscal year.
- Use Tax receipts have *increased approximately 50% in Q1 2024* with the receipt of the January 2024 Distribution in February 2024.

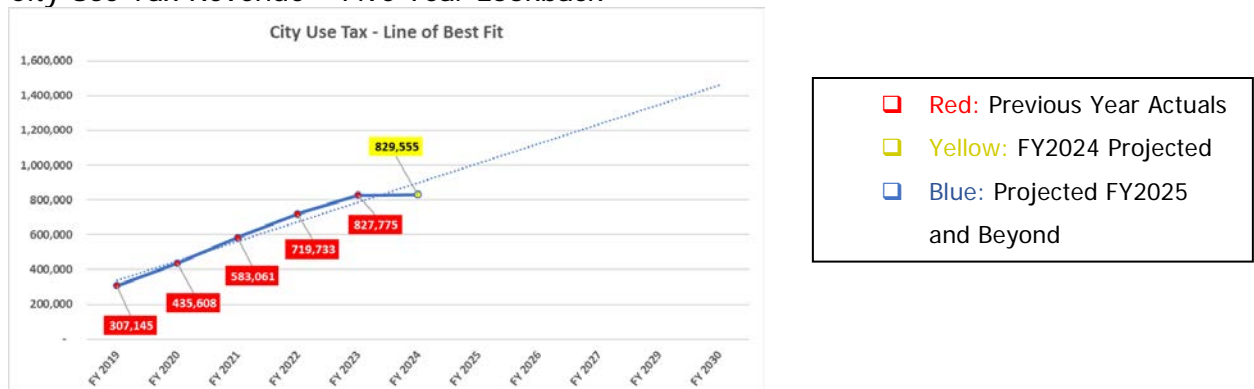
Use Tax Revenue – 3 Year Trend History



Cynthia outlined that knowing when retailers are going to submit their Use Tax is an unknown. She explained that last year well into the third quarter we were trailing behind projections. Use Tax did not seem to be coming in, but we received some big payments late in the summer. Staff feels that this may be more leveled out now but are still conservative in the projection total for the Use Tax. Staff will continue to monitor this.

Rick explained that second quarter will be a big determination on how this is going to play out.

City Use Tax Revenue – Five Year Lookback



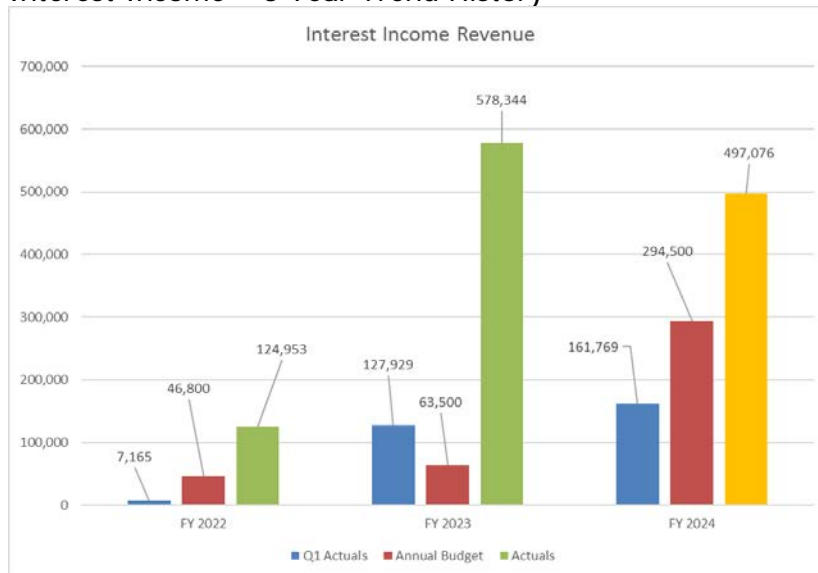
Interest Income Revenue

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Interest Income	\$294,500	\$497,076	\$161,769	54.9%

- The City has received 54.9% of the annual budgeted interest income by the 1st quarter of the fiscal year.
- Projected interest income is slightly below last year in anticipation of a decrease in interest rates during FY 2024.

Rick explained that the interest that we earn from the bank is based on the 90-day Treasury Bill. He noted that since April 2023 that has been above 5%. Rick noted that the City has eight CDs in varying amounts of around \$200,000 all averaging between 4% and 5% interest.

Interest Income – 3 Year Trend History



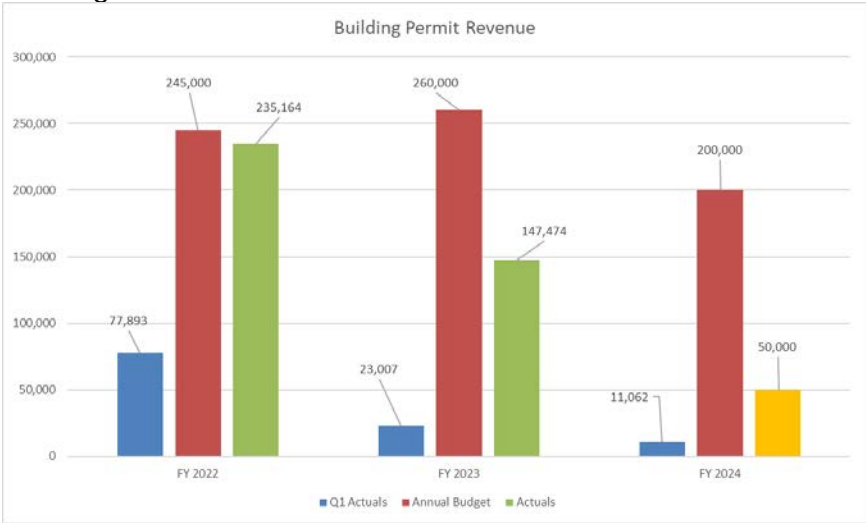
Building Permit Revenue

General Fund	FY2024 Budgeted	FY2024 Projections	FY2024 YTD	% of Budget Received
Building Permit	\$200,000	\$50,000	\$11,062	5.5%

- The City has recognized a substantial decrease in both residential and commercial permits.
- Historically, 1st quarter is a slow period for permits to be pulled for both residential and commercial.

Rick noted that we do have a couple of anticipated projects coming up, 110 Smithville and Second Creek. If those projects get started we could possibly surpass the projection amount.

Building Permit Revenue – 3 Year Trend



General Fund – Bottom Line

	Actual FY 2023	Budgeted FY 2024	Projected FY 2024
Beginning Fund Balance	\$ 3,425,221	\$ 3,951,294	\$ 3,951,294
Total Revenues	\$ 6,569,620	\$ 6,266,986	\$ 6,473,346
Total Expenses	\$ 6,043,547	\$ 7,100,790	\$ 7,173,218
Net Change in Fund Balance	\$ 526,073	\$ (833,804)	\$ (699,872)
Ending Fund Balance	\$ 3,951,294	\$ 3,117,490	\$ 3,251,422
			\$ 133,932

Mid-Year Impact – Personnel Expenditures

- During the FY 2024 Budget development, staff proposed revisiting the **retirement enhancement** mid-year to examine revenue performance. The City’s current LAGERS retirement program, L-7, has a multiplier of 1.5% at a 2% employee contribution. Staff is recommending the adjustment to L-12, with a multiplier of 1.75% and remain at a 2% employee contribution.
- Management and the West Central Missouri Regional Lodge #50 of the Fraternal Order of Police (the Union) negotiated a **Collective Bargaining Agreement for the non-supervisory unit**. On February 26, 2024, the City received notice the bargaining unit members ratified the tentative agreement and is on the upcoming agenda for Board consideration.
- **Total impact for FY 2024 to all funds is \$78,080.**
- **Total impact for FY 2024 to the General Fund is \$66,001.**

Rick noted that LAGERS and the West Central Missouri Regional Lodge #50 agreement would have a July 1, 2024 impact. Staff feels comfortable that we can absorb all this financial impact for the remainder of FY2024 and going forward.

Proposed LAGERS Timeline

LAGERS Timeline

March 19, 2024	Advertisement of the supplemental actuarial valuation must be made available for public inspection.
May 7, 2024	Board of Aldermen consideration.
July 1, 2024	Effective Date.

Cynthia noted that in January 2023 we changed the percentage contribution of employees, following a required timeline. We receive an actuarial valuation from LAGERS and any changes we are intending to make to our retirement program have to be advertised. First it will be noted in the City Administrator's report for the March 19 meeting and posted to the City website. This outlines our intent to make a change to our retirement program. A Resolution will then come forward to the Board of Aldermen on May 7 for approval. Cynthia explained that this follows the LAGERS advertising timeline period of 45 days. Cynthia noted that by the May 7, meeting we will have a couple more months of information on revenues so staff can continue to provide updates to the Board and hope to see continued enhancements to those revenue projections. Cynthia explained that anyone who retires after the July 1 effective date would automatically retire at the higher multiplier of 1.75%. Cynthia noted that this will help in recruitment of employees. Staff strongly recommends that we move forward in this and follow this timeline.

3 Month General Fund Budget Review – Conclusion Revenues

- *Property Tax*: Property tax is tracking to hit budget in FY2024.
- *Sales Tax*: Moderate growth through Q1, which is likely somewhat driven by consumer inflation, but also growth in the local economy.
- *Use Tax*: Excellent growth through Q1 compared to previous year but anticipate FY 2024 actual to remain relatively flat overall.
- *Interest Income*: Higher than budgeted revenue as rates remain high, anticipate a slight decline in rates in FY 2024.
- *Building Permits*: Less new residential and commercial permits resulting in lower permit revenues.

Expenditures

- *General Fund Operational Expenditures*: The City anticipates a slight increase in expenditures over original FY 2024. It is early in the year, but staff will monitor expenditures closely.

Alderman Hartman asked if staff has a report on delinquency on real estate taxes and what that impact is minimal or something we should be concerned with.

Rick explained that he did not have that information but would get information for the Board.

Alderman Hartman noted that he would like to see what that trend it for over the last 3 years.

Alderman Hartman asked if Use Tax is higher than the Sales Tax because more people are buying online.

Cynthia noted that ordering online is definitely more convenient, and it will be interesting to see where the plateau is.

Alderman Hartman said that he was not concerned with the numbers on the building permits.

Cynthia noted that the current estimate probably is very conservative.

Mayor Boley noted that over the past five years there has been times when there was more revenue from building permits than Use Tax. He said that it is nice to have a consistent revenue stream and not one that is dependent on someone building a house.

Cynthia noted that these are the City's main funding sources but there are other sources. She explained that one of the sources is franchise fees that have either remained flat or gone down slightly. Staff will be taking a closer look at the franchise fees to see exactly where we are with those.

Alderman Hartman noted that he is comfortable moving forward with LAGERS. The Board was in agreement.

3. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:32 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

March 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, Leeah Shipley, Ronald Russell, Dan Hartman and Dan Ulledahl. Melissa Wilson was present via Zoom.

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

2. Acknowledgement of Certification

- Alderman Wilson – Municipal Governance Institute Certification

Since Alderman Wilson could not be in person this is moved to the March 19 meeting.

3. Pledge of Allegiance lead by Mayor Boley

4. Consent Agenda

- **Minutes**

- February 6, 2024, Board of Aldermen Work Session Minutes
- February 6, 2024, Board of Aldermen Regular Session Minutes

- **Resolution 1312 - 1319, Leak Adjustments**

Resolutions approving water and wastewater adjustments.

- Resolution 1312 – Lora Evens in the amount of \$113.93
- Resolution 1313 – Clarus William in the amount of \$171.23
- Resolution 1314 – Michael Marshall in the amount of \$120.41
- Resolution 1315 – Shantelle Mathis in the amount of \$75.06
- Resolution 1316 – Kelsey Mertz in the amount of \$66.25
- Resolution 1317 – Larry Skibsted in the amount of \$131.40
- Resolution 1318 – Lindsay Nelson in the amount of \$147.42
- Resolution 1319 – Megan Holland in the amount of \$186.33

- **Resolution 1320, MOU with the Lion's Club**

A Resolution authorizing the Mayor to execute a Memorandum of Understanding with the Smithville Lion's Club for sponsorship of their Farmers and Maker's Market.

- **Resolution 1321, Agreement with GBA Design Services**

A Resolution authorizing and directing the Mayor to enter into an agreement with GBA Engineering Services for the Second Creek and Riverwalk design.

- **Resolution 1322, Bid Award No. 24-06 Street Maintenance Program**

A Resolution awarding Bid No. 24-06, Street Maintenance Program to Asphaltic Surfaces in the amount of \$262,573.

- **Resolution 1323, Sidewalk Maintenance Program**

A Resolution awarding Bid No. 24-03, to KC Concrete to complete improvements in Harborview as part of the Sidewalk Replacement Program in the amount not to exceed \$16,151.68 and authorize a force account of approximately \$10,000.

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. Committee Reports

Aldermen Wilson reported on the February 13, Planning and Zoning Commission meeting. They discussed that the current activity has been mostly commercial. Jack Hendrix, Development Director, indicated there was a possibility of a couple of residential developments being submitted sometime in the near future. Alderman Wilson noted that items nine, 10 and 18 were on the agenda this evening were presented during the February Planning Commission meeting.

Alderman Wilson also shared that she and Alderman Hartman attended the Missouri Municipal League Legislative update in Jefferson City, February 20 and 21. They learned about several bills that are in the current legislative session that could have positive or negative effects on municipalities. She noted that they were also able to meet with two local state representatives and discuss these bills and she believes they both left armed with knowledge to help our community be better prepared for the possible actions taken by our state legislatures.

Alderman Shipley reported on the February 22, Finance Committee meeting. They discussed everything that was presented in the work session. They discussed first quarter numbers, and everything looks to be on track. She noted that they are excited to see the numbers for second quarter to see if the trends keep tracking.

Alderman Shipley reported on the February 22, Parks and Recreation Committee meeting. Staff provided an update and participation is up so far for the year. They continued the discussion for the park design at Emerald Ridge. There are two applicants that are still being considered, Athco and Kompan. The committee is trying to make sure that Emerald Ridge Park is inclusive for everyone, specifically targeting ages 2 to 12.

Alderman Hartman reported on the February 28, Economic Development Committee meeting. Besides their typical reports they reviewed the Replica data for the 2023 trends. Smithville has a cooperative agreement with Clay County for a subscription with the Replica to include access to analytical data, including population, transportation, economic, and workforce data. This allows us to look at data in Smithville such as; work trips, social trips, shopping, eating and recreation. Alderman Hartman noted that it is very enlightening to see the overall movement in and out of Smithville through the Replica data.

They also discussed reviewing our EDC goals and objectives. Alderman Hartman said that he thinks there is a lot of thoughts and ideas surrounding how to drive economic business, not only to downtown but the City of Smithville. They discussed the importance of following the Strategic Plan. Alderman Hartman noted that they discussed coming up with a way we can let folks who visit Smithville such as the campground or even in Clay County. The ideas ranged from handing out fliers, as well as having a QR code that would direct them to the Clay County EDC website. They feel like this will be a good test for this summer at Smith's Fork Campground and hopefully we will see some additional business.

6. City Administrator's Report

Cynthia Wagner noted that we received an additional \$460,000 secured for the Commercial Street Sidewalk Project. She thanked Chuck Soules, Public Works Director, for his continued work in ensuring that we are able to leverage monies that we have budgeted and to be able to use that money to obtain grants that help us complete projects. Cynthia noted that when we look at that \$460,000 additional funding for the Commercial Street sidewalks as well as the funding that we obtained for Streetscape Phase III, plus the funding for the Capital Improvement Projects that we have identified in the coming years for the Riverwalk, Second Street sidewalk and the Bridge Street roundabout it is almost \$5 million in federal money coming to us.

Cynthia noted that Mid-America Regional Counsel (MARC) had additional funds available for overlay work in the metro area. Work on Winner Avenue will be funded totally by MARC. That should take place late summer, early fall. That project will be completed by MARC, and we are appreciative of that. Cynthia explained that the Calls For Projects are ongoing and Chuck has been putting information together on projects we have discussed before. Cynthia noted that staff wanted to make the Board aware that the next round of Metropolitan Transportation Plan Funding we would like to get on the list for funding is Wayfinding, Maple Lane sidewalks and Eagle Trail Parkway. Those projects will be placed in the CIP in the future.

In the City Administrator's Report are links to two reports that Public Work's staff has put together the [Stormwater Management Plan and MS4 permit, the 2023 Annual Review](#) and our [2023 Annual Review on Solid Waste](#). Cynthia noted that this information is in the [City Administrator's Report](#) that is included in the agenda online as well in the [Big Takeaway](#) that is posted following meetings.

Cynthia highlighted some HR updates. At the next Board of Aldermen meeting, we will have the official ceremonial pinning of our newest Sergeant. Officer Kurt Johnson has been promoted to the position of Sergeant filling our one vacancy. Sergeant Johnson has been with the City for about a year and a half and came to us with prior experience with the Johnson County Sheriff's Office. We are thrilled to be able to promote him from within. It will be official Sunday, but he has been acting Sergeant in that vacant position. Last week Amy Alexander started as our Senior Services Coordinator. This is a part-time position and one of the things that we discussed at the Board retreat and in ongoing discussion this fall. Staff was able to work with Clay County Senior Services and obtain a grant to fund this position. We are excited to welcome Amy. We also have two new Police recruits that have been hired. They start the Kansas City Regional Police Academy on Tuesday March 19. Jacob Leonard started with the department yesterday and Jared Bane will start on Monday, March 11. They will graduate from the Academy mid-September. This does bring our vacancies down to two. We still have two officers on long-term medical leave. Last month, officer Edward Neil graduated and graduated the Kansas City Regional Police Academy. He is in early phases of field training. It is anticipated that he will complete his field training around the first of June. We also have contingent offers out to three people that were interviewed last week for positions in our water and sewer divisions. Once we fill those positions, we will be fully staffed in both the Water and Sewer Divisions.

Cynthia noted that she emailed the Board earlier today about an emergency purchase. During a recent inspection of the Wastewater Plant a waste valve for the SBR #1 was leaking. If the valve fails we would need to take two basins offline and it could cause significant issues. Staff has gotten bids for the work. Option one would be at a cost of \$19,811 with a delivery of

about 8 to 10 weeks. Option two is just a different brand of valve and actuator. That cost is \$12,500 but it would take an estimated 42 weeks for delivery. Cynthia noted that the \$12,500 is within her spending authority but she has given staff the authority to make an emergency purchase of the \$19,811 plug valve and actuator to receive it sooner and we would have less opportunity for catastrophic issues. Cynthia noted that staff will bring that forward at the March 19 Board of Aldermen meeting as an acknowledgment of an emergency purchase.

Cynthia noted that today staff submitted the lead and copper rule inventory to the Missouri Department of Natural Resources. This is in adherence with an EPA mandate for all water suppliers. The comprehensive inventory covers various aspects including: service line material size, type of residence, water main material and more. The objective of the inventory is to aid in identifying residences that may have lead. The Public Works Department led a collaborative effort achieving completion of the inventory for over 4,000 service lines. The deadline to complete this work was October of 2024. Staff has completed and submitted it and we believe we may have been one of the first ones in the state. Once it was submitted today we received a very nice acknowledgment back from the state. Cynthia noted that she will include more information in the March 19 City Administrator's Report. Cynthia explained that staff consulted with engineers to possibly do the work. The engineers were going to charge us \$200,000. By staff doing it in house we were able to save that. Cynthia expressed her gratitude to Norm Wells, Mayra Toothman, Bob Lemley, Dave Schuerger, Grant Clesson, Brian Gleason and Zack Kent who put a significant amount of time into this and saving us \$200,000. Missouri Department of Natural Resources also acknowledged that this submission is the largest inventory submitted in Missouri so far.

ORDINANCES & RESOLUTIONS

7. Bill No. 3024-24, Destruction of Records – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 3024-24, authorizing staff to proceed with the destruction of certain administrative, police, finance and parks documents as authorized by the retention and destruction schedule approved by the Secretary of State's Office. 2nd reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3024-24 approved.

8. Bill No. 3025-24, FY2024 Budget Amendment No. 2 – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading

Alderman Ulledahl moved to approved Bill No. 3025-24, amending the FY2024 Operating Budget to add \$30,000 to the General Fund and \$200,831.87 to the CWWS (Combined Water and Wastewater System) expenditure budget. 1st reading by title only. Alderman Hartman seconded the motion.

Cynthia noted that this is the second budget amendment of this fiscal year. She explained projects budgeted for completion in FY2023 were not able to be completed. When we were putting the FY2024 budget together in August 2023 that we thought those projects would be completed. In November, after the FY2024 budget was adopted we amended the budget to be able to provide the budget authority for us to spend funds in those identified ways. We

realized that we had not included all of those project, when putting this budget together. There are some items in this budget amendment that reflect items that were budgeted but not spent or not fully spent in 2023. There is also a new project and the funds for that is outlined in the award of bid for the improvements on the south end of town. We also have the authority for a contract that is on the agenda for later this evening for the Police Union contract. This budget amendment provides the authority to amend the budget to allow for those expenditures. It does not secure those expenditures contracts later will do that.

Alderman Wilson moved to amend Bill No. 3025-24 and make two separate bills, one for the General Fund and one for the Combined Water and Wastewater System Funds. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3025-24 amended to now be two separate bills, one for the General Fund and one for the Combined Water and Wastewater System Funds.

Alderman Ulledahl moved to approved Bill No. 3025-24-1, amending the FY2024 Operating Budget to add \$30,000 to the General Fund expenditure budget. 1st reading by title only. Alderman Atkins seconded the motion.

Alderman Russell asked for clarification that the \$30,000 takes effect with the first pay period in July and encompasses the rest of the expenditures over the remainder of FY2024.

Cynthia confirmed that the estimated cost for the remainder of FY2024 is \$30,000 for that increase for the implementation of the step plan that is outlined to take effect on the first pay period in July.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3025-24-1 approved first reading.

Alderman Ulledahl moved to approved Bill No. 3025-24-1, amending the FY2024 Operating Budget to add \$30,000 to the General Fund expenditure budget. 2nd reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3025-24-1 approved.

Alderman Ulledahl moved to approved Bill No. 3025-24-2, amending the FY2024 Operating Budget to add \$200,831.87 to the CWWS (Combined Water and Wastewater System) expenditure budget. 1st reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3025-24-2 approved first reading.

Alderman Ulledahl moved to approved Bill No. 3025-24-1, amending the FY2024 Operating Budget to add \$200,831.87 to the CWWS (Combined Water and Wastewater System) expenditure budget. 1st reading by title only 2nd reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3025-24-2 approved.

9. Bill No. 3026-24, Amending Site Plan Regulations for all Conditional Use Permits – 1st Reading

Alderman Ulledahl moved to approve Bill No. 3026-24, amending sections of Chapter 400 of the Zoning Code related to site plan review for all Conditional Use permits. 1st reading by title only. Alderman Russell seconded the motion.

Alderman Russell asked if this would have any impact on staff.

Cynthia said it would not.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 3026-24 approved first reading.

10. Bill No. 3027-24, Rezoning 16000 and 16100 North 169 Highway to R-3 – 1st Reading

Alderman Ulledahl moved to approve Bill No. 3027-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 16000 and 16100 North 169 Highway. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. Mayor Boley declared Bill No. 3027-24 approved first reading.

11. Bill No. 3028-24, Agreement with Central Missouri Regional Lodge #50 - 1st Reading

Alderman Ulledahl moved to approve Bill No. 3028-24, authorizing the City to enter into a labor agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police representing the non-supervisory bargaining unit. 1st reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3028-24 approved first reading.

12. Bill No. 3029-24, Fairview Crossing CID Cooperative Agreement – 1st Reading

Alderman Ulledahl moved to approve Bill No. 3029-24, approving the cooperative agreement among the City of Smithville, Missouri, the Fairview Crossing Community Improvement District and Kansas City Properties & Investments, LLC to implement the Fairview Crossing Community Improvement District. 1st reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 3029-24 approved first reading.

13. Resolution 1324, Purchase of Backwash Pump

Alderman Ulledahl moved to approve Resolution 1324, approving the purchase from Mid-America Pump for the replacement of a Backwash Pump at the water Treatment Plant in the amount of \$18,136.40. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1324 approved.

14. Resolution 1325, Award Bid No. 24-01, Water Treatment Plant Improvements

Alderman Ulledahl moved to approve Resolution 1325, awarding Bid No. 24-01, Water Treatment Improvements to David E. Ross Construction Company in the amount of

\$1,363,800 and approving a force account of \$100,000 for a total project cost of \$1,463,800. Alderman Atkins seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1325 approved.

15. Resolution 1326, Award Bid No. 24-07, First and Bridge Street Waterline

Alderman Ulledahl moved to approve Resolution 1326, awarding Bid No. 24-07, First and Bridge Street Waterline improvement to Engemann Drainage Company in the amount of \$116,713.60. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1326 approved.

16. Resolution 1327, Reappointing City Attorney

Alderman Ulledahl moved to approve Resolution 1327, authorizing the reappointment of John Reddoch as City Attorney and Scott Sullivan as Assistant City Attorney at a new hourly rate of \$200 per hour. Alderman Russell seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1327 approved.

17. Resolution 1328, Improvements to Water Distribution System

Alderman Ulledahl moved to approve Resolution 1328, approving a bid from Fleshman Construction for improvements to the water distribution system in the amount of \$26,322. Alderman Atkins seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1328 approved.

18. Resolution 1329, Site Plan - Construction of a Transfer Station

Alderman Ulledahl moved to approve Resolution 1329, authorizing site plan approval for construction of a transfer station facility at 14890 North Industrial Drive in accordance with the approved Conditional Use Permit. Alderman Hartman seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1329 approved.

19. Resolution 1330, Change Order No. 4 for Fourth Street Improvements

Alderman Ulledahl moved to approve Resolution 1330, approving the Changer Order No. 4 with Menke Excavating for Fourth Street in the amount of \$16,760. Alderman Russell seconded motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1330 approved.

OTHER MATTERS BEFORE THE BOARD

20. Public Comment

None

21. New Business from the Floor

None

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

Alderman Ulledahl moved to adjourn to Executive Session Pursuant to Section 610.021(3)RSMo. Alderman Atkins seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned to Executive Session at 7:34 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

Below is a financial snapshot of all major funds through the first 4 months of FY2024.

FY 2024 BUDGET - FINANCIAL UPDATE

2/29/2024

REVENUES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD	FYE 2024 PROJECTION	
GENERAL FUND	6,569,620	6,266,986	2,793,178	6,266,986	44.57%
CAPITAL IMPROVEMENT SALES TAX FUND	760,910	1,240,750	252,710	1,240,750	20.37%
DEBT SERVICE FUND	354,845	357,830	-	357,830	0.00%
TRANSPORTATION SALES TAX FUND	667,453	1,168,950	242,479	1,168,950	20.74%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,104,757	10,683,600	2,015,841	10,683,600	18.87%
SOLID WASTE FUND (FORMALLY SANITATION FUND)	869,446	938,757	304,449	938,757	32.43%
SPECIAL ALLOCATION FUND	822,525	868,446	610,331	868,446	70.28%
PARK & STORMWATER SALES TAX FUND	760,303	933,750	252,108	933,750	27.00%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	290,443	374,398	308,625	374,398	82.43%
COMMONS CID FUND	400,909	396,592	102,013	396,592	25.72%
AMERICAN RESCUE PLAN ACT FUND	19,959	-	-	-	
	17,621,171	23,230,059	6,881,734	23,230,059	29.62%

EXPENDITURES, BY FUND	FYE 2023 ACTUAL	FYE 2024 BUDGET	FYE 2024 YTD	FYE 2024 PROJECTION	
GENERAL FUND	6,043,547	7,100,790	2,580,147	7,100,790	36.34%
CAPITAL IMPROVEMENT SALES TAX FUND	479,629	1,906,340	45,807	1,906,340	2.40%
DEBT SERVICE FUND	343,040	351,333	262,420	351,333	74.69%
TRANSPORTATION SALES TAX FUND	534,904	1,699,140	83,443	1,699,140	4.91%
COMBINED WATER/WASTEWATER SYSTEMS FUND	6,638,976	15,704,620	1,332,336	15,704,620	8.48%
SOLID WASTE FUND (FORMALLY SANITATION FUND)	857,468	931,805	312,908	931,805	33.58%
SPECIAL ALLOCATION FUND	760,675	1,179,800	537,970	1,179,800	45.60%
PARK & STORMWATER SALES TAX FUND	105,968	1,021,000	344,468	1,021,000	33.74%
VEHICLE AND EQUIPMENT REPLACEMENT FUND	311,047	423,547	177,010	423,547	41.79%
COMMONS CID FUND	212,186	413,916	133,695	413,916	32.30%
AMERICAN RESCUE PLAN ACT FUND	711,474	-	-	-	
	16,998,914	30,732,291	5,810,204	30,732,291	18.91%



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1331, Acknowledging an Emergency Purchase of a waste valve at the Wastewater Treatment Plant

REQUESTED BOARD ACTION:

A motion to approve Resolution 1331, acknowledging the emergency purchase of a waste valve at the Wastewater Treatment Plant from Mid-America Pump in the amount of \$19,811.43.

SUMMARY:

The Purchasing Policy outlines the spending authority of the City Administrator at \$15,000. From time to time, it is necessary for the Administrator to authorize purchases exceeding that authority in order to address an immediate need. When this occurs, the Board is notified of the emergency need and that the Administrator has authorized the necessary purchase.

During a recent inspection of the wastewater plant a waste valve for SBR #1 was found to be leaking. If this valve were to fail, we would need to take two basins offline. This could possibly cause raw sewage to back up into the blower room. (Attached video) Mid-America Pump provided two options to replace the valve:

Option 1: Valmatic plug valve and actuator. The cost is \$19,811.43, with delivery estimated at 8 to 10 weeks.

Option 2: Dezurik plug valve and actuator. The cost is \$12,530.00, with delivery estimated at 42 weeks.)

The City Administrator has authorized an emergency purchase of Option 1 for \$19,811.43. The delivery time for Option 2 is not feasible due to the risk of this valve failing before delivery of the new valve.

PREVIOUS ACTION: none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

The 2023 CWWWS maintenance budget has sufficient funds for this expense.

ATTACHMENTS:

- ☐ Ordinance
 - ☒ Resolution
 - ☐ Staff Report
 - ☒ Other: Quote
- [Video](#)

- ☐ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1331

A RESOLUTION ACKNOWLEDGING AN EMERGENCY PURCHASE OF A WASTE VALVE AT THE WASTEWATER TREATMENT PLANT FROM MID-AMERICA PUMP IN THE AMOUNT OF \$19,811.43

WHEREAS, the City Administrator's purchasing authority is \$15,000, however in emergency situations, the City Administrator is authorized to make purchases that exceed that amount in order to expedite repairs or purchases for city needs; and,

WHEREAS, the City of Smithville operates a Wastewater Treatment Plant to treat the City's sanitary sewage; and

WHEREAS, during a plant inspection a waste valve was found to be leaking and needs to be replaced to maintain plant operations; and

WHEREAS, delivery time is significant and therefore declaring an emergency purchase is necessary.

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

THAT the Board acknowledges and authorizes the emergency purchase of the waste valve from Mid-America Pump in the amount of \$19,811.43.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



5600 Inland Drive
Kansas City, Kansas 66106
Phone 913-287-3900
Fax 913-287-6641

REPAIR PROPOSAL

SKP: **8067**
Customer PO #:
Prepared By #: **Brad Saul**
Date: **3/5/2024**

Option 1: **\$19,811.43**
Option 2: **\$12,530.00**
Estimated Delivery:

Customer Information

Bill To:

Contact Info:

Ship To:

Company Name: City of Smithville
Address: 107 W. Main Street
City: Smithville
State/Zip Code: Missouri 64089-

First Name: Dave
Last Name: Schuerger
Phone: (816) 532-0070
Fax: (816) 532-8331

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for a new waste valve for SBR #1 at the WWTP.

Pump Information

Pump Make: **DeZurik**
Model: **9660622**
Style: **Air operated plug valve**
Pump RPM:
Motor RPM:
☐ Seal
☐ Packing
Serial No:
HP:
Voltage:
Coupling:

Repair Description

Option 1:
1ea - Valmatic Plug Valve with FLANGED Ends, Kinetrol Open / Close Service
Pneumatic Actuator Sized for 80 psi Air Supply, 115 Volt Single Phase Namur Mount Solenoid
with Manual Override Switch, Mechanical Open/Close Limit Switches with Visual Position
Indicator.
2ea - New Victaulic FLANGES with gasket
2ea - Spacer flanges
Labor to machine spacer flanges in our shop
Labor to remove the old valve and install the new valve, wire up and test
Truck and MLS charges
Freight

EXPEDITED Delivery for 8 - 10 Weeks After Drawing Approval

Does not include anything not listed above, please see terms and conditions

Option 2:
1ea - New DeZurik 9660622 PEC,6,VR,CI,NBR,CR*GS-6-PC6,4V2111-SEH90-SP PEC -
Eccentric Plug Valve, Rectangular Port (AWWA C517)
2ea - New Victaulic clamp sets with gasket
Labor to remove the old valve and install the new valve, wire up and test
Truck and MLS charges
Freight

Lead time on valve is 42 weeks, manufacturer cannot expedite

Does not include anything not listed above, please see terms and conditions

Application Information

Pumpage:
Head:
Flow:
Temp:
Viscosity:
Specific Gravity:
☐ Hazardous ☐ Rotation Left
☐ MSDS ☐ Rotation Right

Terms and Conditions

1 Freight Charges Not Included
2 Taxes Not Included
3 Expedite Fees Not Included
4 Payment Terms - Net 30
5 Warranty Period - 90 Days
6 Proposal Valid for 30 Days
7 Teardown/Inspection/Field Service Hours/MLS
will be charged if Equipment is Not Repaired or
Replaced through Mid-America Pump



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1332 – Special Event Permit – Smithville Lake Festival

RECOMMENDED ACTION:

A motion to approve Resolution 1332, approving a Special Event Permit for the Smithville Festival Committee for Smithville Lake Festival 2024 at Courtyard Park on Friday and Saturday, June 14 and 15, 2024.

SUMMARY:

Approval of this item will issue a Special Event Permit to the Smithville Festival Committee (Chairman, Barbara Lamb) for the Smithville Lake Festival to be held at Courtyard Park on June 14 and 15, 2024.

The requested permit will allow the participants to have alcohol (open container) at the event. The event coordinators have requested that the event run from 5:00 p.m. to midnight on Friday (June 14) and from 9:00 a.m. to midnight, Saturday (June 15). The committee has also requested the closure of Main Street, Bridge Street, and Church Street from 9:00 a.m. on Friday (June 14) through midnight on Saturday (June 15).

Per City Ordinance 600.070 (G &H) the Board of Aldermen may grant a Special Event Permit to allow drinking in public. Alcohol will be contained within a "Beer Garden" area in the courtyard.

The event coordinators have applied for and obtained State Alcohol licensing. All businesses/committees selling alcohol are required to have City and State Alcohol licenses.

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties, and if executed, removes the obligation for the group to reserve the facility or pay fees.

Smithville Lake Festival is asking the Board to sponsor the Lake Festival by waiving the Special Event fee of \$300 (\$150 x 2 days).

PREVIOUS ACTION:

Special Event Permits have been approved for this event in the past (2019, 2020, 2021, 2022 and 2023).

POLICY ISSUE:

n/a

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☒ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Application

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1332

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR THE SMITHVILLE FESTIVAL COMMITTEE FOR SMITHVILLE LAKE FESTIVAL 2024 AT COURTYARD PARK ON FRIDAY AND SATURDAY JUNE 14 AND 15, 2024

WHEREAS, the Smithville Festival Committee, LLC has submitted an application with all required fees and documentation; and

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

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

WHEREAS, Smithville police officers will assist in providing security at the event; and

WHEREAS, sponsoring the event would allow a waiver of the Special Event Fee of \$300 (\$150 x 2 Days).

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

**THAT A SPECIAL EVENT PERMIT BE ISSUED TO THE SMITHVILLE
FESTIVAL COMMITTEE FOR THE SMITHVILLE LAKE FESTIVAL 2024 TO
BE HELD JUNE 14 AND 15, 2024 IN ACCORDANCE WITH THE PLAN
APPROVED BY THE CHIEF OF POLICE.**

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



CITY OF SMITHVILLE

107 West Main Street

Smithville, MO 64089

Date Submitted 11/2/23
Application # 1
Date Approved _____

SPECIAL EVENT APPLICATION

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

1. EVENT INFORMATION:

Event Name: Smithville Lake Festival

Event Location: Courtyard Park + surrounding streets Event Tier: 2

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

Community event with entertainment, pageants, vendors, children's area

Estimated attendance: 1,500

Event Date(s) and Times: June 14 + 15, 2024 5pm on 14th to midnight on 15th

Set up date/time: June 14 @ 9 am Cleanup finished date/time: June 16 @ noon

2. APPLICANT / CONTACT INFORMATION:

Applicant

Name: Barbara Lamb

Organization: Smithville Festival Committee

Address: 506 Liberty Road

City, State, Zip: Smithville, Mo 64089

Phone: 816-805-2290 Fax: _____

Emergency #: 816-805-2230

E-mail: blamb4@att.net

Property Owner(s), if not applicant or City

Name: _____

Organization: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Emergency #: _____

E-mail: _____

Alternative Contact

Name: Allison Lamb

Phone: 816-805-2230

Alternative Contact

Name: _____

Phone: _____

Detailed event description continued (Attach additional sheet if necessary): This is an
annual event for the community's enjoyment. It will
be promoted to visitors & residents thru social media &
banners. It will provide a variety of activities for all
ages. There will be food & craft vendors, live entertainment,
a children's area, pageants, a beer garden, etc.

3. EVENT TYPE:

Run ☐ Walk ☐ Parade/
March ☒ Bike
Race/Tour ☐ Street Fair ☐ Concert ☐ Film ☐ Festival ☒ Other: ☐ _____
MAP ATTACHED

5. SITE PLAN

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

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

be centered around the courtyard and on the
courtyard. City Streets will be used for the
event so Main Street, Commercial & Bridge
will be partially barricaded during the event.

We are requesting the City be a sponsor of the
event, in lieu of paying fees for an event that
benefits the community, we would also like an
exception to the noise ordinance so bands can play
until midnight.

6. PARKING PLAN

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

If No: Additional Parking and Shuttle Routes need to be approved by the City. Explain Your Parking Plan (Attach additional sheet if necessary): City surface lots & city streets

will be used for event parking.

7. PUBLIC INFORMATION:

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

We will provide surrounding businesses with information regarding the event within the required timeline.

8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary): Social media thru our Facebook page.

+ our website. We will put a cancelled sign over our banners if cancelled or remove them.

9. SECURITY PLAN:

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

request off duty SPD be used for security. We request the officers patrol the entire area for the festival not just the courtyard. No outside food or drinks are allowed so we need officers to watch for those bringing coolers + drinks from local bars into the event space.

10. RESTROOM PLAN:

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

City staff is only needed for the initial hour. The Festival Committee will be renting restrooms + handwashing stations and placing them strategically throughout the festival area.

11. CLEAN UP PLAN:

Describe your clean-up plan, including trash removal and recycling containers. Specify if you would like to hire city staff support. (Attach additional sheet if necessary):

City staff are requested to bring plastic trash cans to the courtyard. Our festival volunteers will clean up all trash. We will purchase cardboard trash cans + place them throughout festival area. We also have rented a dumpster for trash.

12. FIRST AID PLAN:

Describe your First Aid Plan. (Attach additional sheet if necessary):

Festival committee staff has 2 registered nurses who can administer first aid. The city's strategic plan will be in place.

13. UTILITY CONNECTIONS

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

If Yes: How Many Electric Pedestals? _____

If Yes: How Many Water Hookups? _____

Additional Utility Requests (Attach additional sheet if necessary): We request power from street lights be turned on as well as power towers.

14. ROADWAY AND PARKING LOT CLOSURES:

Will you require a roadway closure? Yes: X No: _____

If Yes: Explain (Attach additional sheet if necessary): Roadways affected will be closed at 9 am on June 14th. Rented barricades will be placed as shown on the attached map. Roads will reopen no later than noon on June 16th.

15. OTHER STAFF SUPPORT:

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

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

16. SIGNAGE:

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

If Yes: Attach a Sign Permit Application Sign permit applications will be submitted closer to event date.

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: X No: _____

Are you having amplified music?..... Yes: X No: _____ (If Yes, complete question 18 on [pg. 13](#))

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

18. AMPLIFIED SOUND / PERFORMANCE LIST

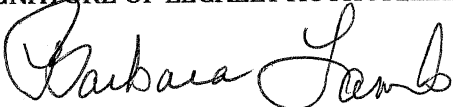
If you plan to have amplified sound, provide a tentative list of performers, performance type, music genre, performance times, and duration. Include non-live prerecorded sound/music. The complete performance list is due 7 days before the event (Attach additional sheet if necessary):

1. unknown at this time
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

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

will provide closer to event date.

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

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE 	Date <i>11/2/23</i>
PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE <i>Barbara Lamb</i>	TITLE <i>Secretary</i>

19. VENDORS:

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

VENDOR LIST:

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

VENDOR MAP

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

(May be depicted on site plan)



LEGAL

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

Barbara Lamb

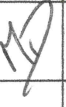
Event coordinator

11/2/23

Date

CHECK LIST

Required Items

	\$25 Special Event Application Fee.
	Correct Event Rental Fee Paid
✓	Completed Event Information, Application Contact Information, Event Type Sections
✓	Completed Site Plan Section
✓	Completed Parking Plan Section
✓	Completed Public Information and Cancellation Notice Sections
✓	Completed Security Plan
✓	Completed Restroom and Clean-Up Plan
✓	Completed First Aid Plan

Additional Items (If Needed)

✓	Completed Roadway Closure Section.
✓	City Staff Request \$30.00/hour per staff member.
	Temporary Sign Application and Fee.
	Temporary Caterer's Permit. Please read the requirements for having alcohol at an event.
	Completed Performance Section
	Completed Vendor Section.
✓	City Police Request \$45.00/hour per officer (3 hours min.)

Due 7 Days before the Event

	Additional Fees and other Requested Information
--	---

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

Helpful Phone Numbers

Smithville Parks and Recreation 816-532-8130; parks@smithvillemo.org	Missouri Liquor Control 573-526-2769
Smithville Police Department and City Hall 816-532-3897	Clay County Health Department 816-595-4200

REQUIRED APPROVALS, IF APPLICABLE:

☐ **Parks and Recreation Director**

△ Approved Date: _____ Conditions: _____

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

△ Approved Date: _____ Conditions: _____

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

△ Approved Date: _____ Conditions: _____

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

△ Approved Date: _____ Conditions: _____

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

△ Approved Date: _____ Conditions: _____

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

△ Approved Date: _____ Conditions: _____

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

△ Approved Date: _____ Conditions: _____

LAKE FEST PARADE MAP



EVENT PARKING



RESTROOMS (4 total)



BEER SALES



Kid Zone

1

SENIOR CENTER

2

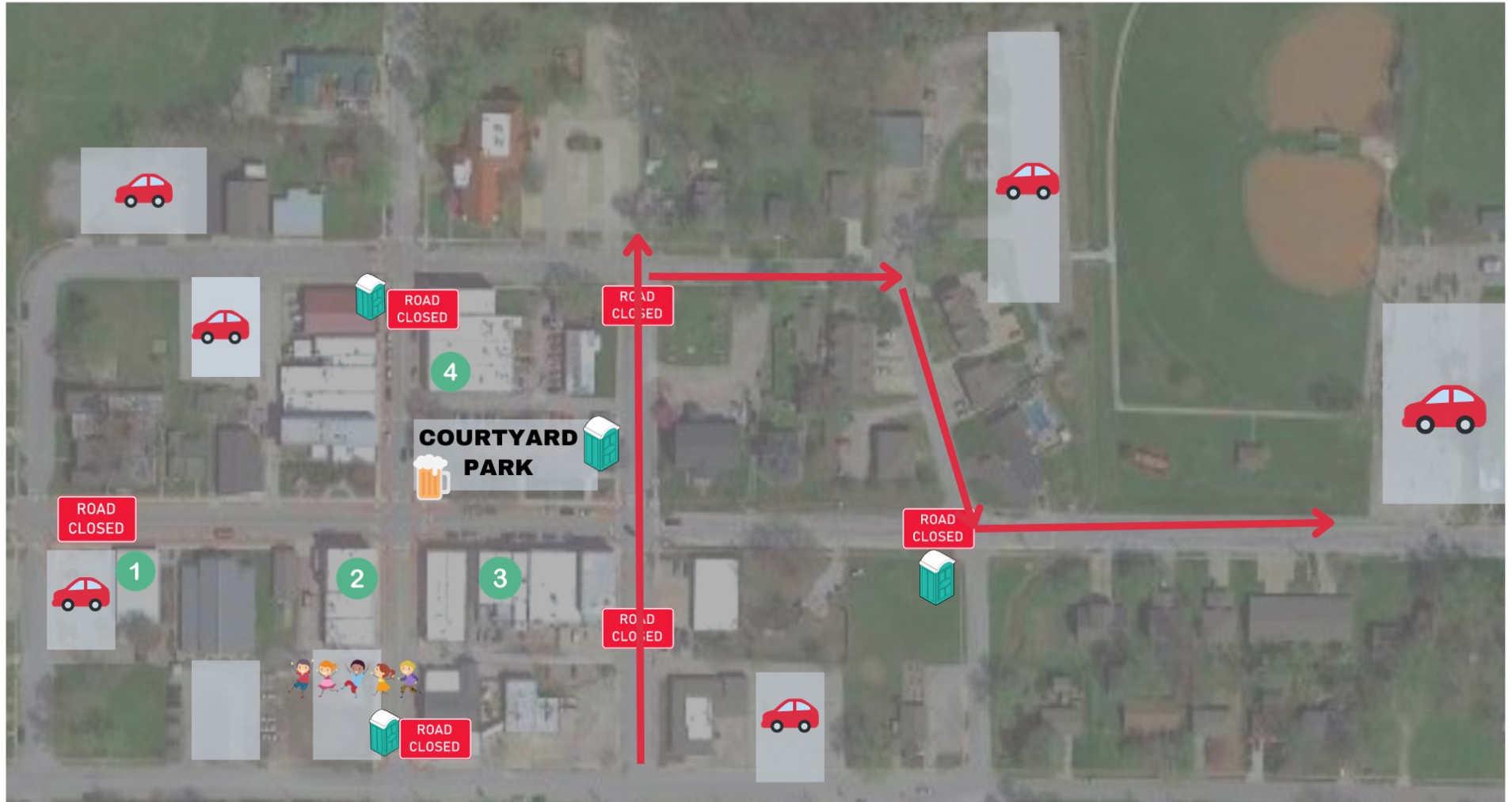
CORNERSTONE COFFEE

3

CHOPS BBQ

4

HUMPHREY'S BAR & GRILL



June 15 - Lake Fest Parade Route - 11 AM Start

Start on Commercial- End to Liberty Road

Church and street will be closed 30 mins before, as Police Request

LAKE FEST EVENT MAP



EVENT PARKING



RESTROOMS (4 total)



BEER SALES



FOOD TRUCK

1

SENIOR CENTER

2

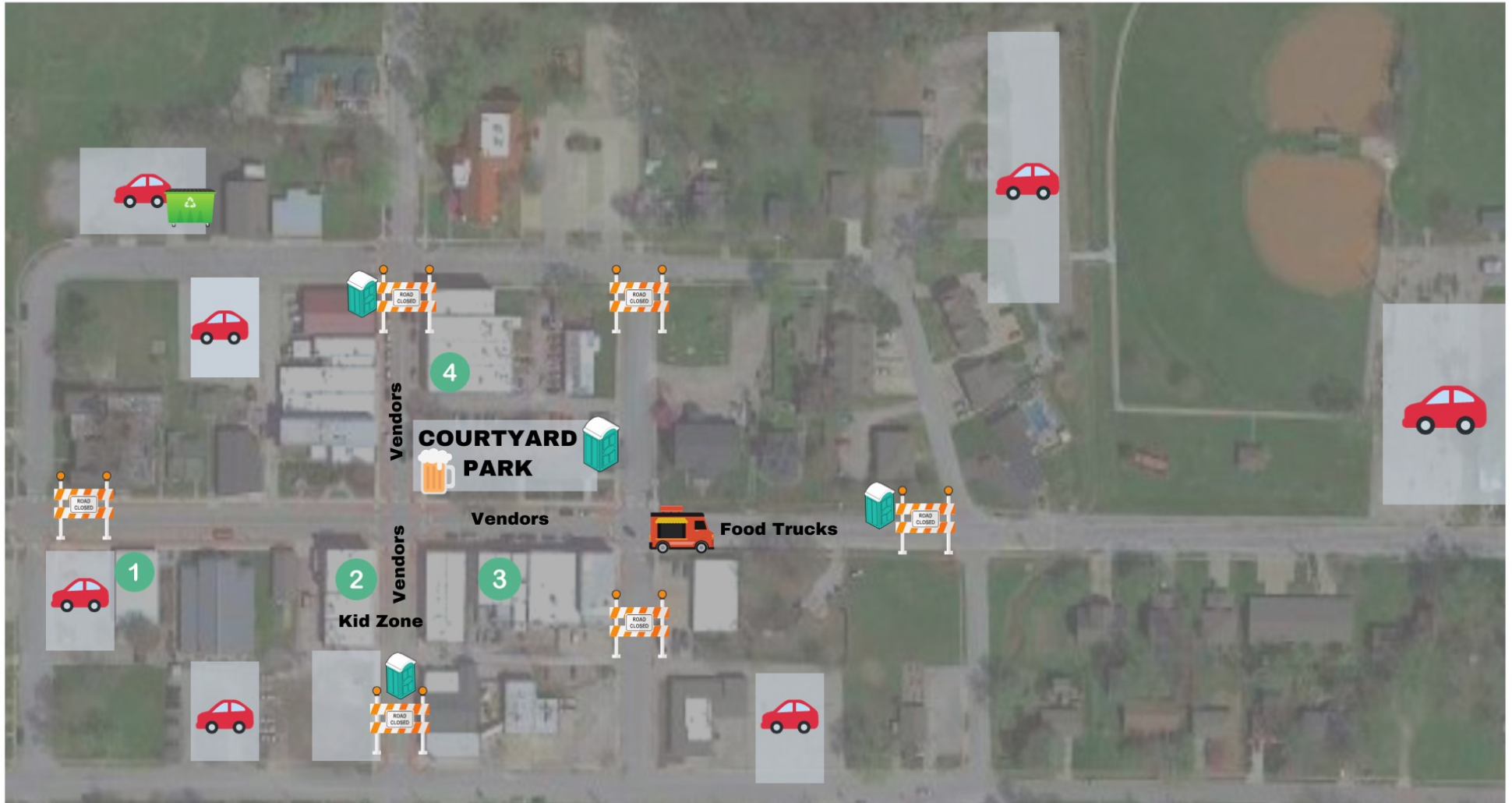
CORNERSTONE COFFEE

3

CHOPS BBQ

4

HUMPHREY'S BAR & GRILL



JUNE 14 - STARTS AT 5:00 PM

JUNE 15- ENDS AT 12:00 AM

600.070 (G & H)

G. Drinking In Public Places Prohibited.

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

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

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

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



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Parks and Recreation,
Police

AGENDA ITEM: Resolution 1333 – Temporary Liquor License – Barbara Lamb

RECOMMENDED ACTION:

A motion to approve Resolution 1333, issuing a Temporary Liquor License to Barbara Lamb for operation of the Smithville Lake Festival 2024 Beer Garden on June 14 And 15, 2024.

SUMMARY:

Approval of this item would issue a Temporary Liquor License to Barbara Lamb, doing business as Smithville Festival Committee, to be part of the Smithville Lake Festival Beer Garden located at Courtyard Park on June 14 and 15, 2024.

Chief Lockridge has completed a background check on Ms. Lamb. There were no findings to prevent issuing a liquor license.

Requested Licenses: Temporary Permit.

This license will be effective June 14 and 15, 2024 (pending all State license requirements).

PREVIOUS ACTION:

Ms. Lamb has been issued a permit for this event in the past (2019 and 2020, 2021 and 2022 and 2023).

POLICY ISSUE:

n/a

FINANCIAL CONSIDERATIONS:

n/a

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other:

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1333

**A RESOLUTION ISSUING A TEMPORARY LIQUOR LICENSE TO
BARBARA LAMB FOR OPERATION OF THE SMITHVILLE LAKE FESTIVAL
2024 BEER GARDEN ON JUNE 14 AND 15, 2024**

WHEREAS, Barbara Lamb has completed the required application, and;

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

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

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

**THAT A TEMPORARY LIQUOR LICENSE WILL BE ISSUED TO BARBARA
LAMB, FOR OPERATION OF THE BEER GARDEN AT COURTYARD PARK
UNDER THE SPECIAL EVENT PERMIT APPROVED FOR SMITHVILLE
LAKE FESTIVAL 2024 ON JUNE 14 AND 15, 2024.**

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



City Administrator's Report

March 14, 2024

Change to City Contribution to Employee LAGERS Plan

At the March 5 Work Session, staff presented the 3-month FY2024 Budget performance for the General Fund. As discussed during the FY2024 Budget development, staff proposed revisiting the city's LAGERS defined benefit retirement plan. Currently the City is enrolled in the L-7 (1.5% benefit multiplier) program. Based on Board of Aldermen direction, staff is recommending adjusting the program level to L-12 (1.75% benefit multiplier).

Changes to the retirement plan are outlined by statute and require a supplemental actuarial valuation. This study has been requested and received. Statute further requires that the valuation be made available for public inspection for at least 45 calendar days before the Board may take action to approve a resolution adopting proposed changes. The [document](#) is included in this report and will be available on the City's website beginning Wednesday, March 20. A resolution adopting these changes will be on the May 7 agenda. If approved, the change to the retirement contribution will be reflected in the first paycheck of July 2024.

Neighborhood Beautification Grant (NBG) Update

NBG applications were due on Friday, March 8. Five grant applications were received. The following neighborhoods submitted grants:

- Cedar Lake Estates
- Forest Oaks
- Harbor Lakes
- Hills of Shannon
- Stonebridge Townhomes

The review committee is made up of the following individuals:

- Gina Pate, Assistant City Administrator
- Chuck Soules, Public Works Director
- Mayra Toothman, Assistant to the Public Works Director
- Jack Hendrix, Development Director
- Brandi Schuerger, Permit Technician

Staff will provide their funding recommendation to the Board of Aldermen at the April 1 Board of Aldermen Meeting.

Senior Services

Senior Services Coordinator Amy Alexander has hit the ground running in her first weeks of work! She efficiently conducted meetings with Senior Center representatives, has updated the Senior Center webpage, and researched essential resources for our seniors. She is also exploring music therapy programs and scheduling community engagement events. She is currently researching and developing training sessions for future implementation.

North Main Street

Clay County has advised that they will resurface Main Street this summer at their expense. Replacement of a culvert tube is required prior to resurfacing and that work was completed this week. Following the resurfacing work, city and county staff will resume discussions to finalize updates to the shared maintenance agreement.

Update – South Employment Overlay

Responses to the RFQ for the South Employment Overlay District were due yesterday. We received no submittals. The RFQ has been reposted and updated to extend the due date to April 12. These revisions have been posted on the city's website. Jack has also reached out to all the engineering firms on the engineering on-call list. The RFQ has also been posted to Drexel. We will keep the board apprised of the status of this process.

Meeting schedule

Just a reminder that the April 2 meeting is moved to Monday, April 1 due to the April 2 municipal election.



The City of Smithville

Supplemental Actuarial Valuation of Alternate
LAGERS Benefits
February 28, 2023



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Summary of LAGERS Provisions	
Appendix III	
Benefit Illustrations	



July 28, 2023

The City of Smithville
Smithville, Missouri

Ladies and Gentlemen:

Submitted in this report are the results of an actuarial valuation prepared to determine the employer contribution rates required to support, for your employees, certain benefits provided by the Missouri Local Government Employees Retirement System (LAGERS). This report contains the information needed to comply with Missouri state disclosure requirements regarding changes in LAGERS benefits by a political subdivision (Sections 105.660 - 105.685 RSMo).

The contribution requirement for benefits likely to accrue as a result of the future service of your employees is described in this report as the normal cost rate plus the casualty rate. This contribution rate, expressed as a percent of active employee payroll, will depend on the benefit plan adopted.

The contribution requirement to pay for benefits likely to result from service rendered by your employees prior to the valuation date, the liability for which is not covered by present employer account balances, is described in this report as the prior service cost rate. The prior service cost rate is the rate of contribution designed to pay for any unfunded actuarial accrued liability.

Section 70.730 of the Revised Statutes of Missouri requires participating employers to contribute the normal cost rate, casualty rate, and prior service cost rate for the benefit plan in effect. These contributions are mandatory.

The actuarial assumptions and methods used to determine the stated costs are described in Appendix I of this report. In our opinion, they do produce results which, in the aggregate, are reasonable. Additional miscellaneous and technical assumptions as well as disclosures required by the actuarial standards of practice may be found in the LAGERS Compiled Annual Actuarial Valuation report as of February 28, 2023. Annual actuarial valuation results for the political subdivision and information pertaining to those results may be found in the political subdivision's annual actuarial valuation report as of February 28, 2023.

This report was prepared using our proprietary valuation model and related software which, in our professional judgment, has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

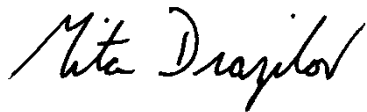
The computed contribution rates will permit the System to continue to operate in accordance with the actuarial principles of level cost financing and the state law which governs LAGERS. Summary provisions of the law as well as benefit illustrations can be found in Appendices II and III.

In accordance with 105.675 RSMo, note that this entire report must be available as public information for at least 45 calendar days prior to the date final official action is taken by your governing body to adopt an alternate benefit plan. You may wish to make notice of this report in the official minutes of the next meeting of your governing body. This action would not be binding on your subdivision, yet would establish the beginning date of the 45 day waiting period. The statement of cost must also be provided to the Joint Committee on Public Employee Retirement. The statement can be mailed to the State Capitol, Room 219-A, Jefferson City, MO 65101 or e-mailed to JCPER@senate.mo.gov.

The valuation was based on the same data as was used in your February 28, 2023 annual actuarial valuation. If you have any questions concerning this report or LAGERS in general, please contact the LAGERS office in Jefferson City.

Mita D. Drazilov is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads "Mita Drazilov". The signature is fluid and cursive, with the first name "Mita" and last name "Drazilov" clearly legible.

Mita D. Drazilov, ASA, FCA, MAAA



Alternate Plan Provisions Affecting Employer Contribution Rates

The law governing LAGERS provides for a member contribution rate of 0%, 2%, 4% or 6%, with benefits based on either a 5 year or 3 year Final Average Salary (FAS).

Member Contribution Rate - 0% Plan. Under the 0% plan, there is no individual employee contribution to the plan, no individual account maintained for each employee, and no refund paid to employees who terminate before being eligible for a benefit.

Member Contribution Rate - 2%, 4% or 6% Plan. Under any plan other than 0%, each covered member contributes a percentage of compensation to LAGERS. If an employee terminates before being eligible for an immediate benefit, the member's contributions, plus any interest credited to the member's individual account, are refunded upon request.

The law further provides for nine different benefit programs (benefit formula factors) and allows an employer to elect "rule of 80" eligibility for benefits. Under the rule of 80, employees are eligible for unreduced benefits at the earlier of (i) attainment of their minimum service retirement age or (ii) such time as their years of age plus years of LAGERS credited service equals 80.

In total this allows for 144 different combinations of benefit plans, giving employers considerable latitude in designing the retirement program that best suits their particular situation.

The applicable combinations of these items may be changed from time to time, however, there are limitations on the frequency of changes. A more detailed description of plan provisions may be found in Appendix II of this report.

The City of Smithville

Computed Employer Contribution Rates - General Employees

As of February 28, 2023

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-7	L-12
Final Average Salary:	3 years	3 years
Member Contribution Rate:	2%	2%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	7.4%	8.8%
Casualty Rate	0.3	0.4
Prior Service Cost Rate ¹	<u>1.6</u>	<u>3.5</u>
Total Employer Contribution Rate	9.3%	12.7%

**Increase in Employer Contribution Rate for
Alternate Plan as a percent of payroll**

3.4%

Increase in Actuarial Accrued Liability ¹

\$613,991

Employer contribution rates shown above are for the fiscal year beginning in 2024. If the alternate plan is adopted prior to the fiscal year beginning in 2024, 3.4% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.



The City of Smithville

Projected Estimated Employer Contribution Rates - General Employees

As of February 28, 2023

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA
		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars	
2023	\$2,404,059	9.3%	\$223,577	\$407,601	12.7%	\$305,315	\$1,021,592	3.4%	\$81,738	\$613,991
2024	2,470,171	9.3	229,726	397,012	12.7	313,712	1,007,000	3.4	83,986	609,988
2025	2,538,101	9.3	236,043	383,899	12.7	322,339	988,311	3.4	86,296	604,412
2026	2,607,899	9.4	245,143	368,054	12.8	333,811	965,173	3.4	88,668	597,119
2027	2,679,616	9.4	251,884	349,250	12.8	342,991	937,200	3.4	91,107	587,950
2028	2,753,305	9.4	258,811	327,246	12.8	352,423	903,985	3.4	93,612	576,739
2029	2,829,021	9.4	265,928	301,782	12.8	362,115	865,085	3.4	96,187	563,303
2030	2,906,819	9.4	273,241	272,577	12.8	372,073	820,023	3.4	98,832	547,446
2031	2,986,757	9.5	283,742	239,328	12.9	385,292	768,287	3.4	101,550	528,959
2032	3,068,893	9.5	291,545	201,715	12.9	395,887	709,331	3.4	104,342	507,616

AAL = Actuarial Accrued Liability

AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2023, the actuarial value of assets is \$4,022,785; the estimated market value of assets is \$4,022,785; the actuarial accrued liability is \$4,430,386; and the funded ratio is 90.8%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2023, there is no difference between the capped and uncapped employer contribution rate.



The City of Smithville

Computed Employer Contribution Rates - Police Employees

As of February 28, 2023

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-7	L-12
Final Average Salary:	3 years	3 years
Member Contribution Rate:	2%	2%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	7.9%	9.5%
Casualty Rate	0.6	0.7
Prior Service Cost Rate ¹	<u>3.5</u>	<u>5.7</u>
Total Employer Contribution Rate	12.0%	15.9%
Increase in Employer Contribution Rate for Alternate Plan as a percent of payroll		3.9%
Increase in Actuarial Accrued Liability ¹		\$276,272

Employer contribution rates shown above are for the fiscal year beginning in 2024. If the alternate plan is adopted prior to the fiscal year beginning in 2024, 3.9% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.



The City of Smithville

Projected Estimated Employer Contribution Rates - Police Employees

As of February 28, 2023

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA	Estimated Employer Contribution		Estimated Difference Between AAL and AVA
		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars		As a % of Payroll	Annual Dollars	
2023	\$931,212	12.0%	\$111,745	\$359,744	15.9%	\$148,063	\$636,016	3.9%	\$36,318	\$276,272
2024	956,820	12.0	114,818	350,738	15.9	152,134	625,209	3.9	37,316	274,471
2025	983,133	12.0	117,976	340,161	15.9	156,318	612,123	3.9	38,342	271,962
2026	1,010,169	12.0	121,220	327,877	15.9	160,617	596,557	3.9	39,397	268,680
2027	1,037,949	12.0	124,554	313,741	15.9	165,034	578,296	3.9	40,480	264,555
2028	1,066,493	12.0	127,979	297,595	15.9	169,572	557,105	3.9	41,593	259,510
2029	1,095,822	12.0	131,499	279,272	15.9	174,236	532,736	3.9	42,737	253,464
2030	1,125,957	12.0	135,115	258,589	15.9	179,027	504,918	3.9	43,912	246,329
2031	1,156,921	12.0	138,831	235,351	15.9	183,950	473,362	3.9	45,119	238,011
2032	1,188,736	12.0	142,648	209,351	15.9	189,009	437,758	3.9	46,361	228,407

AAL = Actuarial Accrued Liability

AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2023, the actuarial value of assets is \$1,893,866; the estimated market value of assets is \$1,893,866; the actuarial accrued liability is \$2,253,610; and the funded ratio is 84.0%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2023, there is no difference between the capped and uncapped employer contribution rate.



APPENDIX I

SUMMARY OF FINANCIAL ASSUMPTIONS

Summary of Assumptions Used in Actuarial Valuations

Assumptions Adopted by Board of Trustees after Consulting with Actuary

1. The investment return rate used in making the valuations was 7.00% per year, net of investment expenses, compounded annually. This rate of return is not the assumed real rate of return. The real rate of return is the rate of investment return in excess of the inflation rate. The price inflation rate used in making the valuations was 2.25% and the wage inflation rate used in making the valuations was 2.75%. The 7.00% investment return rate translates to an assumed real rate of return over price inflation of 4.75% and over wage inflation of 4.25%. Adopted 2021.
2. The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables. Adopted 2021.
3. The probabilities of withdrawal and disability from service, together with individual pay increase assumptions, are shown in Schedule 1. Adopted 2021.
4. The probabilities of retirement with an age and service allowance are shown in Schedule 2. Adopted 2021.
5. Post-retirement cost of living allowances are assumed to be 2.00% per year. Adopted 2021.
6. Total active member payroll is assumed to increase 2.75% a year, which is the portion of the individual pay increase assumptions attributable to wage inflation. In effect, this assumes no change in the number of active members per employer. Adopted 2021.
7. An individual entry-age actuarial cost method of valuation was used in determining age and service allowance actuarial liabilities and normal cost. Adopted 1986.
8. The data about persons now covered was furnished by the political subdivision. Although examined for general reasonableness, the data was not audited by us.

Schedule 1.

Separations From Active Employment (Not Including Death-in-Service) Before Age & Service Retirement and Individual Pay Increase Assumptions

		Percent of Active Members Separating Within Next Year							
Sample Ages	Years of Service	General/Public Safety Members				Police		Fire	
		Men		Women		Disability	Withdrawal	Disability	Withdrawal
		Disability	Withdrawal	Disability	Withdrawal				
All	0		20.00%		23.00%		18.00%		12.00%
	1		18.00		21.00		17.00		10.00
	2		16.00		18.00		16.00		8.00
	3		13.00		15.00		14.00		8.00
	4		12.00		13.00		13.00		7.00
25	5 & Over	0.07%	8.80	0.02%	12.40	0.10%	10.80	0.07%	6.00
30		0.10	7.10	0.03	10.20	0.11	8.50	0.11	4.50
35		0.13	5.60	0.06	7.80	0.16	6.30	0.25	3.20
40		0.18	4.10	0.09	5.80	0.22	4.60	0.39	2.40
45		0.25	3.10	0.15	4.40	0.34	3.40	0.62	1.90
50		0.37	2.40	0.22	3.50	0.53	2.10	0.95	1.30
55		0.57	1.70	0.32	2.50	0.88	1.10	1.46	0.70
60		0.86	1.10	0.45	1.40		0.00		0.00
65			0.00		0.00		0.00		0.00

Percent Increase in Individual's Pay During Next Year			
Sample Ages	General/ Public Safety	Police	Fire
25	6.75%	6.55%	7.15%
30	5.95	5.75	6.05
35	5.35	5.25	5.15
40	4.85	4.75	4.45
45	4.25	4.25	4.05
50	3.85	3.85	3.85
55	3.65	3.65	3.45
60	3.45	3.45	2.75
65	3.15	3.15	2.75

Schedule 2.

Percent of Eligible Active Members Retiring Within Next Year Without Rule of 80 Eligibility

Early Retirement

Retirement Ages	General Members		Retirement Ages	Police/ Public Safety	Fire
	Men	Women			
55	3.00%	3.00%	50	2.50%	2.25%
56	3.00%	3.00%	51	2.50%	2.25%
57	3.00%	3.00%	52	3.00%	2.25%
58	3.00%	3.00%	53	3.00%	2.25%
59	3.00%	3.00%	54	3.50%	2.25%

Normal Retirement

Retirement Ages	General Members		Retirement Ages	Police/ Public Safety	Fire
	Men	Women			
60	10%	10%	55	11%	13%
61	10	10	56	11	13
62	25	15	57	11	13
63	20	15	58	11	13
64	20	15	59	11	13
65	25	25	60	11	15
66	25	30	61	11	20
67	20	25	62	22	20
68	20	25	63	18	20
69	20	20	64	18	20
70	100	100	65	100	100

Schedule 2. (Concluded)

Percent of Eligible Active Members Retiring Within Next Year With Rule of 80 Eligibility

Retirement Ages	General Members		Police/ Public Safety	Fire
	Men	Women		
50	20%	15%	25%	25%
51	20	15	25	20
52	15	15	15	20
53	15	15	15	20
54	15	15	15	20
55	15	15	15	20
56	15	15	15	20
57	15	15	15	25
58	15	15	15	25
59	15	15	15	25
60	15	15	15	35
61	15	15	25	35
62	25	15	20	45
63	25	15	20	45
64	25	20	20	45
65	30	25	100	100
66	30	25		
67	20	25		
68	20	25		
69	20	25		
70	100	100		

APPENDIX II

SUMMARY OF LAGERS PROVISIONS

Missouri Local Government Employees Retirement System

Brief Summary of LAGERS

Benefits and Conditions Evaluated and/or Considered as of February 28, 2023

(Section References are to RSMo)

Voluntary Retirement. Sections 70.645 & 70.600. A member may retire with an age & service allowance after both (i) completing 5 years of credited service, and (ii) attaining the minimum service retirement age.

The minimum service retirement age is age 60 for a general employee and age 55 for a police, public safety or fire employee. Optionally, employers may also elect to provide for unreduced benefits for employees whose combination of years of age and years of service equals 80 or more.

Final Average Salary. Section 70.600. The average of a member's monthly compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) of credited service producing the highest monthly average, which period is contained within the 120 consecutive months of credited service immediately preceding retirement.

Age & Service Allowance. Section 70.655. The allowance, payable monthly for life, equals a specified percent of a member's final average salary multiplied by the number of years of credited service. Each employer elects the percent applicable to its members, from the following programs:

L-1 Benefit Program:	1.00% for life
L-3 Benefit Program:	1.25% for life
L-7 Benefit Program:	1.50% for life
L-9 Benefit Program:	1.60% for life
L-12 Benefit Program:	1.75% for life
L-6 Benefit Program:	2.00% for life
LT-4 Benefit Program:	1.00% for life, plus 1.00% to age 62
LT-5 Benefit Program:	1.25% for life, plus 0.75% to age 62
LT-8 Benefit Program:	1.50% for life, plus 0.50% to age 62
LT-4(65) Benefit Program:	1.00% for life, plus 1.00% to age 65
LT-5(65) Benefit Program:	1.25% for life, plus 0.75% to age 65
LT-8(65) Benefit Program:	1.50% for life, plus 0.50% to age 65
LT-10(65) Benefit Program:	1.60% for life, plus 0.40% to age 65
LT-14(65) Benefit Program:	1.75% for life, plus 0.25% to age 65

The only LT benefit programs available for adoption after August 1, 1994 are the LT(65) programs.

Benefit programs L-9 and LT-10(65) are unavailable for adoption after August 1, 2005.

Benefit program L-11, available only to groups not covered by Social Security, provides for 2.5% for life.

Subsequent to joining the System the governing body can elect to change benefit programs for the employees, but not more often than once every 2 years.



Early Allowance. Section 70.670. A member may retire with an early allowance after both (i) completing 5 years of credited service, and (ii) attaining age 55 if a general employee or age 50 if a police, public safety or fire employee. The early allowance amount, payable monthly for life, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of early retirement, but reduced to reflect the fact that the age when payments begin is younger than the minimum service retirement age. The amount of the reduction is 1/2 of 1% (.005) for each month the age at retirement is younger than the minimum service retirement age.

Deferred Allowance. Section 70.675. If a member leaves LAGERS-covered employment (i) before attaining the early retirement age, and (ii) after completing 5 years of credited service, the member becomes eligible for a deferred allowance; provided the former member lives to the minimum service retirement age and does not withdraw the accumulated contributions.

The deferred allowance amount, payable monthly for life from the minimum service retirement age, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of leaving LAGERS coverage.

Deferred allowances are also payable any time after reaching the early retirement age, with the reduction for early retirement noted on the previous page.

Non-Duty Disability Allowance. Section 70.680. A member with 5 or more years of credited service who becomes totally and permanently disabled from other than duty-connected causes becomes eligible to receive a non-duty disability allowance computed in the same manner as an age & service allowance, based upon the service & earnings record to time of disability.

Duty Disability Allowance. Section 70.680. A member regardless of credited service who becomes totally and permanently disabled from duty-connected causes becomes eligible to receive a duty disability allowance computed in the same manner as an age & service allowance, based upon the earnings record to time of disability but based upon the years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Death-in-Service. Section 70.661. Upon the death of a member who had completed 5 years of credited service, the eligible surviving dependents receive the following benefits:

- (a) The surviving spouse receives an allowance equal to the Option A allowance (joint and 75% survivor benefit) computed based upon the deceased members' service & earnings record to time of death.
- (b) When no spouse benefit is payable, the dependent children under age 18 (age 23 if they are full time students) each receive an equal share of 60% of an age & service allowance computed based upon the deceased member's service & earnings record to time of death.
- (c) If the death is determined to be duty related, the 5 year service requirement is waived and the benefit is based on years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Benefit Changes After Retirement. Section 70.655. For retirements effective after September 28, 1975, there is an annual redetermination of monthly benefit amount, beginning the October first following 12 months of retirement. As of each October first the amount of each eligible benefit is redetermined as follows:

- (a) Subject to the maximum in (b), the redetermined amount is the amount otherwise payable multiplied by: 100% plus up to 4%, as determined by the LAGERS Board of Trustees, for each full year of retirement.
- (b) The redetermined amount may not exceed the amount otherwise payable multiplied by the ratio of the Consumer Price Index for the immediately preceding month of June to the Consumer Price Index for the month of June immediately preceding retirement.

Member Contributions. Sections 70.690 & 70.705. Each member contributes a percent of compensation beginning after completion of sufficient employment for 6 months of credited service. The law governing LAGERS has a provision for the adoption of a 2%, 4% or 6% member contribution rate.

If a member leaves LAGERS-covered employment before an allowance is payable, the accumulated contributions are refunded to the member. If the member dies, his accumulated contributions are refunded to a designated beneficiary.

The law governing LAGERS also has a provision for the adoption of a 0% plan in which the full cost of LAGERS participation is paid by the employer. Adoption of the 0% plan may be done at the time of membership or a later date; however, a change in the member contribution rate may not be made more frequently than every 2 years. Under the 0% plan there is no individual account maintained for each employee and no refund of contributions if an employee terminates before being eligible for a benefit.

Employer Contributions. Section 70.730. Each employer contributes the remainder amounts necessary to finance the employees' participation in LAGERS. Contributions to LAGERS are determined based upon level-percent-of-payroll principles, so that contribution rates do not have to increase over decades of time.

APPENDIX III

BENEFIT ILLUSTRATIONS

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary
(L-1 Benefit Program is Years of Credited Service
times: 1.00% of FAS ¹)

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly Total	
Salary (FAS) ¹	BENEFIT ³	Security ²	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 525	\$ 1,003	\$1,528	102%
2,000	700	1,145	1,845	92%
2,500	875	1,285	2,160	86%
3,000	1,050	1,426	2,476	83%
3,500	1,225	1,567	2,792	80%
4,000	1,400	1,707	3,107	78%
25 Years of Service:				
\$1,500	\$ 375	\$ 1,003	\$1,378	92%
2,000	500	1,145	1,645	82%
2,500	625	1,285	1,910	76%
3,000	750	1,426	2,176	73%
3,500	875	1,567	2,442	70%
4,000	1,000	1,707	2,707	68%
15 Years of Service:				
\$1,500	\$225	\$ 1,003	\$1,228	82%
2,000	300	1,145	1,445	72%
2,500	375	1,285	1,660	66%
3,000	450	1,426	1,876	63%
3,500	525	1,567	2,092	60%
4,000	600	1,707	2,307	58%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(L-3 Benefit Program is Years of Credited Service
times: 1.25% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 656	\$ 1,003	\$1,659	111%
2,000	875	1,145	2,020	101%
2,500	1,094	1,285	2,379	95%
3,000	1,313	1,426	2,739	91%
3,500	1,531	1,567	3,098	89%
4,000	1,750	1,707	3,457	86%
25 Years of Service:				
\$1,500	\$ 469	\$ 1,003	\$1,472	98%
2,000	625	1,145	1,770	89%
2,500	781	1,285	2,066	83%
3,000	938	1,426	2,364	79%
3,500	1,094	1,567	2,661	76%
4,000	1,250	1,707	2,957	74%
15 Years of Service:				
\$1,500	\$281	\$ 1,003	\$1,284	86%
2,000	375	1,145	1,520	76%
2,500	469	1,285	1,754	70%
3,000	563	1,426	1,989	66%
3,500	656	1,567	2,223	64%
4,000	750	1,707	2,457	61%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(L-7 Benefit Program is Years of Credited Service
times: 1.50% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 788	\$ 1,003	\$1,791	119%
2,000	1,050	1,145	2,195	110%
2,500	1,313	1,285	2,598	104%
3,000	1,575	1,426	3,001	100%
3,500	1,838	1,567	3,405	97%
4,000	2,100	1,707	3,807	95%
25 Years of Service:				
\$1,500	\$ 563	\$ 1,003	\$1,566	104%
2,000	750	1,145	1,895	95%
2,500	938	1,285	2,223	89%
3,000	1,125	1,426	2,551	85%
3,500	1,313	1,567	2,880	82%
4,000	1,500	1,707	3,207	80%
15 Years of Service:				
\$1,500	\$338	\$ 1,003	\$1,341	89%
2,000	450	1,145	1,595	80%
2,500	563	1,285	1,848	74%
3,000	675	1,426	2,101	70%
3,500	788	1,567	2,355	67%
4,000	900	1,707	2,607	65%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(L-9 Benefit Program is Years of Credited Service
times: 1.60% of FAS ¹)

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly Total	
Salary (FAS) ¹	BENEFIT ³	Security ²	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 840	\$ 1,003	\$1,843	123%
2,000	1,120	1,145	2,265	113%
2,500	1,400	1,285	2,685	107%
3,000	1,680	1,426	3,106	104%
3,500	1,960	1,567	3,527	101%
4,000	2,240	1,707	3,947	99%
25 Years of Service:				
\$1,500	\$ 600	\$ 1,003	\$1,603	107%
2,000	800	1,145	1,945	97%
2,500	1,000	1,285	2,285	91%
3,000	1,200	1,426	2,626	88%
3,500	1,400	1,567	2,967	85%
4,000	1,600	1,707	3,307	83%
15 Years of Service:				
\$1,500	\$360	\$ 1,003	\$1,363	91%
2,000	480	1,145	1,625	81%
2,500	600	1,285	1,885	75%
3,000	720	1,426	2,146	72%
3,500	840	1,567	2,407	69%
4,000	960	1,707	2,667	67%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(L-12 Benefit Program is Years of Credited Service
times: 1.75% of FAS ¹)

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly Total	
Salary (FAS) ¹	BENEFIT ³	Security ²	\$	% of FAS
35 Years of Service:				
\$1,500	\$ 919	\$ 1,003	\$1,922	128%
2,000	1,225	1,145	2,370	119%
2,500	1,531	1,285	2,816	113%
3,000	1,838	1,426	3,264	109%
3,500	2,144	1,567	3,711	106%
4,000	2,450	1,707	4,157	104%
25 Years of Service:				
\$1,500	\$ 656	\$ 1,003	\$1,659	111%
2,000	875	1,145	2,020	101%
2,500	1,094	1,285	2,379	95%
3,000	1,313	1,426	2,739	91%
3,500	1,531	1,567	3,098	89%
4,000	1,750	1,707	3,457	86%
15 Years of Service:				
\$1,500	\$ 394	\$ 1,003	\$1,397	93%
2,000	525	1,145	1,670	84%
2,500	656	1,285	1,941	78%
3,000	788	1,426	2,214	74%
3,500	919	1,567	2,486	71%
4,000	1,050	1,707	2,757	69%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(L-6 Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹)

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly Total	
Salary (FAS) ¹	BENEFIT ³	Security ²	\$	% of FAS

35 Years of Service:

\$1,500	\$1,050	\$ 1,003	\$2,053	137%
2,000	1,400	1,145	2,545	127%
2,500	1,750	1,285	3,035	121%
3,000	2,100	1,426	3,526	118%
3,500	2,450	1,567	4,017	115%
4,000	2,800	1,707	4,507	113%

25 Years of Service:

\$1,500	\$ 750	\$ 1,003	\$1,753	117%
2,000	1,000	1,145	2,145	107%
2,500	1,250	1,285	2,535	101%
3,000	1,500	1,426	2,926	98%
3,500	1,750	1,567	3,317	95%
4,000	2,000	1,707	3,707	93%

15 Years of Service:

\$1,500	\$ 450	\$ 1,003	\$1,453	97%
2,000	600	1,145	1,745	87%
2,500	750	1,285	2,035	81%
3,000	900	1,426	2,326	78%
3,500	1,050	1,567	2,617	75%
4,000	1,200	1,707	2,907	73%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(L-11 Benefit Program is Years of Credited Service
times: 2.50% of FAS ¹)

Final		Estimated	Estimated	
Average	LAGERS	Social	Monthly Total	
Salary (FAS) ¹	BENEFIT ³	Security ²	\$	% of FAS
35 Years of Service:				
\$1,500	\$1,313		\$1,313	88%
2,000	1,750		1,750	88%
2,500	2,188		2,188	88%
3,000	2,625		2,625	88%
3,500	3,063		3,063	88%
4,000	3,500		3,500	88%
25 Years of Service:				
\$1,500	\$ 938		\$ 938	63%
2,000	1,250		1,250	63%
2,500	1,563		1,563	63%
3,000	1,875		1,875	63%
3,500	2,188		2,188	63%
4,000	2,500		2,500	63%
15 Years of Service:				
\$1,500	\$ 563		\$ 563	38%
2,000	750		750	38%
2,500	938		938	38%
3,000	1,125		1,125	38%
3,500	1,313		1,313	38%
4,000	1,500		1,500	38%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-4(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 62)
1.00% of FAS ¹ at age 62)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 62	At 62		To 62	At 62	To 62	At 62
35 Years of Service:							
\$1,500	\$1,050	\$ 525	\$ 782	\$1,050	\$1,307	70%	87%
2,000	1,400	700	893	1,400	1,593	70%	80%
2,500	1,750	875	1,001	1,750	1,876	70%	75%
3,000	2,100	1,050	1,110	2,100	2,160	70%	72%
3,500	2,450	1,225	1,219	2,450	2,444	70%	70%
4,000	2,800	1,400	1,328	2,800	2,728	70%	68%
25 Years of Service:							
\$1,500	\$ 750	\$ 375	\$ 782	\$ 750	\$1,157	50%	77%
2,000	1,000	500	893	1,000	1,393	50%	70%
2,500	1,250	625	1,001	1,250	1,626	50%	65%
3,000	1,500	750	1,110	1,500	1,860	50%	62%
3,500	1,750	875	1,219	1,750	2,094	50%	60%
4,000	2,000	1,000	1,328	2,000	2,328	50%	58%
15 Years of Service:							
\$1,500	\$ 450	\$225	\$ 782	\$ 450	\$ 1,007	30%	67%
2,000	600	300	893	600	1,193	30%	60%
2,500	750	375	1,001	750	1,376	30%	55%
3,000	900	450	1,110	900	1,560	30%	52%
3,500	1,050	525	1,219	1,050	1,744	30%	50%
4,000	1,200	600	1,328	1,200	1,928	30%	48%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-4(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.00% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 525	\$ 1,003	\$1,050	\$1,528	70%	102%
2,000	1,400	700	1,145	1,400	1,845	70%	92%
2,500	1,750	875	1,285	1,750	2,160	70%	86%
3,000	2,100	1,050	1,426	2,100	2,476	70%	83%
3,500	2,450	1,225	1,567	2,450	2,792	70%	80%
4,000	2,800	1,400	1,707	2,800	3,107	70%	78%
25 Years of Service:							
\$1,500	\$ 750	\$ 375	\$ 1,003	\$ 750	\$1,378	50%	92%
2,000	1,000	500	1,145	1,000	1,645	50%	82%
2,500	1,250	625	1,285	1,250	1,910	50%	76%
3,000	1,500	750	1,426	1,500	2,176	50%	73%
3,500	1,750	875	1,567	1,750	2,442	50%	70%
4,000	2,000	1,000	1,707	2,000	2,707	50%	68%
15 Years of Service:							
\$1,500	\$ 450	\$225	\$ 1,003	\$ 450	\$1,228	30%	82%
2,000	600	300	1,145	600	1,445	30%	72%
2,500	750	375	1,285	750	1,660	30%	66%
3,000	900	450	1,426	900	1,876	30%	63%
3,500	1,050	525	1,567	1,050	2,092	30%	60%
4,000	1,200	600	1,707	1,200	2,307	30%	58%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-5(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 62)
1.25% of FAS ¹ at age 62)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 62	At 62		To 62	At 62	To 62	At 62
35 Years of Service:							
\$1,500	\$1,050	\$ 656	\$ 782	\$1,050	\$1,438	70%	96%
2,000	1,400	875	893	1,400	1,768	70%	88%
2,500	1,750	1,094	1,001	1,750	2,095	70%	84%
3,000	2,100	1,313	1,110	2,100	2,423	70%	81%
3,500	2,450	1,531	1,219	2,450	2,750	70%	79%
4,000	2,800	1,750	1,328	2,800	3,078	70%	77%
25 Years of Service:							
\$1,500	\$ 750	\$ 469	\$ 782	\$ 750	\$1,251	50%	83%
2,000	1,000	625	893	1,000	1,518	50%	76%
2,500	1,250	781	1,001	1,250	1,782	50%	71%
3,000	1,500	938	1,110	1,500	2,048	50%	68%
3,500	1,750	1,094	1,219	1,750	2,313	50%	66%
4,000	2,000	1,250	1,328	2,000	2,578	50%	64%
15 Years of Service:							
\$1,500	\$ 450	\$281	\$ 782	\$ 450	\$1,063	30%	71%
2,000	600	375	893	600	1,268	30%	63%
2,500	750	469	1,001	750	1,470	30%	59%
3,000	900	563	1,110	900	1,673	30%	56%
3,500	1,050	656	1,219	1,050	1,875	30%	54%
4,000	1,200	750	1,328	1,200	2,078	30%	52%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-5(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.25% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 656	\$ 1,003	\$1,050	\$1,659	70%	111%
2,000	1,400	875	1,145	1,400	2,020	70%	101%
2,500	1,750	1,094	1,285	1,750	2,379	70%	95%
3,000	2,100	1,313	1,426	2,100	2,739	70%	91%
3,500	2,450	1,531	1,567	2,450	3,098	70%	89%
4,000	2,800	1,750	1,707	2,800	3,457	70%	86%
25 Years of Service:							
\$1,500	\$ 750	\$ 469	\$ 1,003	\$ 750	\$1,472	50%	98%
2,000	1,000	625	1,145	1,000	1,770	50%	89%
2,500	1,250	781	1,285	1,250	2,066	50%	83%
3,000	1,500	938	1,426	1,500	2,364	50%	79%
3,500	1,750	1,094	1,567	1,750	2,661	50%	76%
4,000	2,000	1,250	1,707	2,000	2,957	50%	74%
15 Years of Service:							
\$1,500	\$ 450	\$281	\$ 1,003	\$ 450	\$1,284	30%	86%
2,000	600	375	1,145	600	1,520	30%	76%
2,500	750	469	1,285	750	1,754	30%	70%
3,000	900	563	1,426	900	1,989	30%	66%
3,500	1,050	656	1,567	1,050	2,223	30%	64%
4,000	1,200	750	1,707	1,200	2,457	30%	61%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-8(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 62)
1.50% of FAS ¹ at age 62)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 62	At 62		To 62	At 62	To 62	At 62
35 Years of Service:							
\$1,500	\$1,050	\$ 788	\$ 782	\$1,050	\$1,570	70%	105%
2,000	1,400	1,050	893	1,400	1,943	70%	97%
2,500	1,750	1,313	1,001	1,750	2,314	70%	93%
3,000	2,100	1,575	1,110	2,100	2,685	70%	90%
3,500	2,450	1,838	1,219	2,450	3,057	70%	87%
4,000	2,800	2,100	1,328	2,800	3,428	70%	86%
25 Years of Service:							
\$1,500	\$ 750	\$ 563	\$ 782	\$ 750	\$1,345	50%	90%
2,000	1,000	750	893	1,000	1,643	50%	82%
2,500	1,250	938	1,001	1,250	1,939	50%	78%
3,000	1,500	1,125	1,110	1,500	2,235	50%	75%
3,500	1,750	1,313	1,219	1,750	2,532	50%	72%
4,000	2,000	1,500	1,328	2,000	2,828	50%	71%
15 Years of Service:							
\$1,500	\$ 450	\$338	\$ 782	\$ 450	\$1,120	30%	75%
2,000	600	450	893	600	1,343	30%	67%
2,500	750	563	1,001	750	1,564	30%	63%
3,000	900	675	1,110	900	1,785	30%	60%
3,500	1,050	788	1,219	1,050	2,007	30%	57%
4,000	1,200	900	1,328	1,200	2,228	30%	56%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-8(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.50% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 788	\$ 1,003	\$1,050	\$1,791	70%	119%
2,000	1,400	1,050	1,145	1,400	2,195	70%	110%
2,500	1,750	1,313	1,285	1,750	2,598	70%	104%
3,000	2,100	1,575	1,426	2,100	3,001	70%	100%
3,500	2,450	1,838	1,567	2,450	3,405	70%	97%
4,000	2,800	2,100	1,707	2,800	3,807	70%	95%
25 Years of Service:							
\$1,500	\$ 750	\$ 563	\$ 1,003	\$ 750	\$1,566	50%	104%
2,000	1,000	750	1,145	1,000	1,895	50%	95%
2,500	1,250	938	1,285	1,250	2,223	50%	89%
3,000	1,500	1,125	1,426	1,500	2,551	50%	85%
3,500	1,750	1,313	1,567	1,750	2,880	50%	82%
4,000	2,000	1,500	1,707	2,000	3,207	50%	80%
15 Years of Service:							
\$1,500	\$ 450	\$338	\$ 1,003	\$ 450	\$1,341	30%	89%
2,000	600	450	1,145	600	1,595	30%	80%
2,500	750	563	1,285	750	1,848	30%	74%
3,000	900	675	1,426	900	2,101	30%	70%
3,500	1,050	788	1,567	1,050	2,355	30%	67%
4,000	1,200	900	1,707	1,200	2,607	30%	65%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

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Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-10(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.60% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 840	\$ 1,003	\$1,050	\$1,843	70%	123%
2,000	1,400	1,120	1,145	1,400	2,265	70%	113%
2,500	1,750	1,400	1,285	1,750	2,685	70%	107%
3,000	2,100	1,680	1,426	2,100	3,106	70%	104%
3,500	2,450	1,960	1,567	2,450	3,527	70%	101%
4,000	2,800	2,240	1,707	2,800	3,947	70%	99%
25 Years of Service:							
\$1,500	\$750	\$ 600	\$ 1,003	\$ 750	\$1,603	50%	107%
2,000	1,000	800	1,145	1,000	1,945	50%	97%
2,500	1,250	1,000	1,285	1,250	2,285	50%	91%
3,000	1,500	1,200	1,426	1,500	2,626	50%	88%
3,500	1,750	1,400	1,567	1,750	2,967	50%	85%
4,000	2,000	1,600	1,707	2,000	3,307	50%	83%
15 Years of Service:							
\$1,500	\$ 450	\$360	\$ 1,003	\$ 450	\$1,363	30%	91%
2,000	600	480	1,145	600	1,625	30%	81%
2,500	750	600	1,285	750	1,885	30%	75%
3,000	900	720	1,426	900	2,146	30%	72%
3,500	1,050	840	1,567	1,050	2,407	30%	69%
4,000	1,200	960	1,707	1,200	2,667	30%	67%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-14(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.75% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 919	\$ 1,003	\$1,050	\$1,922	70%	128%
2,000	1,400	1,225	1,145	1,400	2,370	70%	119%
2,500	1,750	1,531	1,285	1,750	2,816	70%	113%
3,000	2,100	1,838	1,426	2,100	3,264	70%	109%
3,500	2,450	2,144	1,567	2,450	3,711	70%	106%
4,000	2,800	2,450	1,707	2,800	4,157	70%	104%
25 Years of Service:							
\$1,500	\$ 750	\$ 656	\$ 1,003	\$ 750	\$1,659	50%	111%
2,000	1,000	875	1,145	1,000	2,020	50%	101%
2,500	1,250	1,094	1,285	1,250	2,379	50%	95%
3,000	1,500	1,313	1,426	1,500	2,739	50%	91%
3,500	1,750	1,531	1,567	1,750	3,098	50%	89%
4,000	2,000	1,750	1,707	2,000	3,457	50%	86%
15 Years of Service:							
\$1,500	\$ 450	\$ 394	\$ 1,003	\$ 450	\$1,397	30%	93%
2,000	600	525	1,145	600	1,670	30%	84%
2,500	750	656	1,285	750	1,941	30%	78%
3,000	900	788	1,426	900	2,214	30%	74%
3,500	1,050	919	1,567	1,050	2,486	30%	71%
4,000	1,200	1,050	1,707	1,200	2,757	30%	69%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2023 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.





July 28, 2023 E-mail

Mr. Bill Betts
Executive Director
Missouri Local Government
Employees Retirement System
P.O. Box 1665
Jefferson City, Missouri 65102

Dear Mr. Betts:

Enclosed is the report of the February 28, 2023 Supplemental Actuarial Valuation of LAGERS benefits for the employees of:

The City of Smithville

Sincerely,
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink, reading "Mita Drazilov". The signature is fluid and cursive, with the first name "Mita" and last name "Drazilov" clearly distinguishable.

Mita D. Drazilov, ASA, FCA, MAAA

MDD:rmg
Enclosure



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3026-24, Amending Site Plan Regulations for Conditional Use Permits (CUPs) - 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3026-24 for Second Reading by Title Only amending sections of Chapter 400 of the Zoning Code pertaining to Site Plan Review for all Conditional Use Permits.

SUMMARY:

The ordinance would change the Site Plan Ordinance to apply to all Conditional Use Permits and provide specific standards for CUP's that match all other projects that require site plan review.

BACKGROUND:

The impact of Conditional Use Permits (CUPs) on neighboring properties often requires some buffering to protect the adjacent lands from negative impacts. The current CUP requirements are very non-specific, but cover the same issues covered within the Site Plan Review ordinance. The current site plan review process applies only to projects within the commercial, industrial and multifamily zoning districts. CUP's are allowed in all districts, including all other residential districts and agricultural districts. The potential impact on adjacent properties from CUPs in those districts would be better addressed using the specific standards delineated for commercial or industrial projects that are on lots adjacent to residential units. It will also give applicants for CUPs a better understanding of the minimum standards they may be asked to meet. By amending the site plan ordinance, and not the CUP ordinance, we are allowed to increase the level of protections of the site plan standards if additional protections are warranted as a result of the unique potential uses in these areas. For example, some CUP uses are: Amphitheaters, Recreation Centers, Country Clubs, Zoos, Tennis Clubs, golf courses, Transportation and Communications facilities, electric transmission or generation stations, cell towers, museums, daycares for up to 10 children and libraries.

PREVIOUS ACTION:

The regulations concerning standards for CUP's have not changed significantly for many years. The most recent significant changes occurred following the telecommunications act of 1996.

POLICY ISSUE:

Improves the understanding of buffering requirements and standardizing those requirements across all types of uses.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

☒ Ordinance

☐ Contract

☐ Resolution

☐ Plans

☒ Staff Report

☐ Minutes

☒ Other: Click or tap here to enter text.

[Planning and Zoning meeting is available for viewing online](#)

BILL NO. 3026-24

ORDINANCE 322X-24

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 400, THE
ZONING CODE PERTAINING TO SITE PLAN REVIEW FOR ALL
CONDITIONAL USE PERMITS**

WHEREAS, the Planning Commission advertised and held a public hearing on February 13, 2024 related to proposed changes to site plan review standards to include all conditional use permit applications to comply; and

WHEREAS, following the public hearings, the Planning and Zoning Commission approved the changes based upon the statement on the application of site plan standards to all conditional use permit applications attached hereto as Exhibit "A" and recommended the approval of this ordinance; and

WHEREAS, the Smithville Board of Aldermen deems it to be in the best interest of the City of Smithville to adopt said amendments to provide for specific building, landscaping and buffering standards to all conditional use permit applications to ensure equal results.

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

SECTION 1. Chapter 400 of the Code of Ordinance is amended by deleting Section 400.395 in its' entirety and replacing it with the following new Section 400.395:

Section 400.395 Applicability.

All applications for new building permits in the commercial and industrial zoning districts, the "R-3" Multi-Family District as well on any Conditional Use Permit as allowed in Section 400.570 of this code located in any district shall be subject to site plan review in accordance with these regulations. Site plan review shall also be required for the expansion of any existing use in these districts. "Expansion" shall include any increase in floor, parking, or storage space. Site plan review may also be required for improvements to the facade of an existing building. This would include attaching or changing any appurtenances, such as, but not limited to siding, facade, dormers, parapets, columns, pillars, overhangs, and soffits. Such work shall be subject to site plan review at the discretion of the Development Director.

SECTION 2. This ordinance shall be in full force from and after the date of its passage and approval.

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 19th day of March, 2024.

Damien Boley, Mayor

ATTEST

Linda Drummond, City Clerk

First Reading: 3/05/2024

Second Reading 3/19/2024

EXHIBIT A

STATEMENT OF PLANNING COMMISSION ON OUTDOOR STORAGE CODE AMENDMENTS

In accordance with 400.560.B, the Planning Commission recommends approval of the foregoing ordinance changes and makes the following statements:

1. These changes are consistent with the intent and purpose of these regulations.
2. The areas of the city which are most likely to be directly affected by these changes are all zoning districts that allow conditional use permits and these properties will be affected by requiring compliance with the specific standards of aesthetic, landscaping and buffering provisions contained in the site plan review ordinances.
3. This amendment is made necessary in order to provide specific standards for conditional use permits that match the standards for any other commercial or multifamily use in the zoning codes.

Date:	February 9, 2024
Prepared By:	Jack Hendrix, Development Director
Subject:	Site Plan Review to include CUP's in all districts Ordinance

Staff has identified a gap in our coverage of Conditional Use Permit requirements in several districts (most residential and all agricultural). While 400.570 contains several standards that must be met as minimum requirements, they are not specific in any degree. Staff proposes adding the CUP's in residential and agricultural districts into the site plan review process to maintain a consistent application of rules from district to district, and include measurable standards for each.

The current CUP requirements are listed below:

Minimum Requirements. A conditional use permit shall not be granted unless specific written findings of fact directly upon the particular evidence presented support the following conclusions:

- 1. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.*
- 2. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.*
- 3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.*
- 4. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:*
 - a. The location, nature and height of buildings, structures, walls and fences on the site; and*
 - b. The nature and extent of landscaping and screening on the site.*
- 5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations and such areas will be screened from adjoining*

residential uses and located so as to protect such residential uses from any injurious effect.

6. Adequate utility, drainage and other such necessary facilities have been or will be provided.

7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3027-24 – Rezoning 16000 and 16100 North 169 Highway to R-3 – 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3027-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri located at 16000 and 16100 North 169 Highway by Title Only for Second Reading.

SUMMARY:

Applicant seeks to rezone two adjacent lots fronting on 169 Highway currently zoned R-1B and B-2 to R-3 to allow for townhomes to be constructed.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Implement the Comprehensive Plan elements for the downtown area.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

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

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicant: Port Side Tie, LLC

Land Use Proposed: R-3

Zoning: R-1B and B-2

Property Location: 16000 and 16100 N. 169 Hwy

Pursuant to the provisions of Section 400.560(C) of the Smithville Code, the Planning Commission does hereby make the following findings of fact based upon the testimony and evidence presented in a public hearing of the Planning and Zoning Commission of the City of Smithville, held on February 13, 2024, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

Finding of Facts

1. Character of the neighborhood.

The surrounding area is 169 Highway frontage with commercial uses throughout and Second Creek to the west. West of the creek is land not within the city limits that is used as agricultural land.

2. Consistency with the City's Comprehensive Plan and ordinances.

The existing Comprehensive Plan was approved on November 10, 2020, and calls for the north lot to be part of the Downtown overlay area, and the south lot is just left as agricultural.

3. Adequacy of public utilities and other needed public services.

Streets and Sidewalks:

No street extensions will be needed, but Cliff Dr. will need to be upgraded when the south lot develops, including sidewalks at the owners' expense and in accordance with existing APWA standards.

Water, Sewer, and Storm water

The city does not have water or sewer at the lots, so the owner must extend both water and sewer to service the lots at its' own expense and in accordance with existing APWA standards.

All other utilities

Future Development will be conditioned upon installation of all other needed utilities at the cost of the development.

4. *Suitability of the uses to which the property has been restricted under its existing zoning.*

The current use is vacant land. The location, size and layout of the lots limit their use to anything other than limited multifamily, which is the highest and best use.

5. *Length of time the property has remained vacant as zoned.*

The property was zoned to its' existing district classification at least 1978 and has not been developed since.

6. *Compatibility of the proposed district classification with nearby properties.*

The proposed district is compatible with the business uses nearby.

7. *The extent to which the zoning amendment may detrimentally affect nearby property.*

No detriment is anticipated.

8. *Whether the proposed amendment provides a disproportionately great loss to the individual landowners nearby relative to the public gain.*

No loss to landowners is expected.

9. That in rendering this Finding of Fact, testimony at the public hearing on February 13, 2024, has been taken into consideration as well as the documents provided.

Recommendation of the Planning Commission

Based on the foregoing findings of fact, we conclude that:

A. This application and the Rezoning of this property from R-1B and B-2 to R-3 is governed by Section 400.620 of the zoning ordinance of Smithville, Missouri.

B. The proposed zoning is compatible with the factors set out in Section 400.560(C) of the zoning ordinance.

C. The Planning and Zoning Commission of the City of Smithville, Missouri recommends approval of rezoning the property to R-3.

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS
OF CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI**

WHEREAS, The City of Smithville received an application for rezoning 16000 and 16100 North 169 Highway on December 4, 2023; and

WHEREAS, a Public Hearing was conducted before the Planning Commission on February 13, 2024; and

WHEREAS, the Planning Commission presented its' findings to the Board of Aldermen and recommended approval of the rezoning request.

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

Section 1. Having received a recommendation from the Planning Commission, and proper notice having been given and public hearing held as provided by law, and under the authority of and subject to the provisions of the zoning ordinances of the City of Smithville, Missouri, by a majority council vote, the zoning classification(s) or district(s) of the lands legally described hereby are changed as follows:

The property legally described as: SEE Attached Exhibit A

is hereby changed from R-1B and B-2 to R-3.

Section 2. Upon the taking effect of this ordinance, the above zoning changes shall be entered and shown upon the "Official Zoning Map" previously adopted and said Official Zoning Map is hereby reincorporated as a part of the zoning ordinance as amended.

Section 3. This ordinance shall take effect and be in full force from and after the approval.

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 19th day of March, 2024.

Damien Boley, Mayor

ATTEST

Linda Drummond, City Clerk

First Reading: 3/5/2024
Second Reading 3/19/2024

Exhibit A

All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 53, Range 33, described as follows:

Beginning at the point of intersection of the South line of said Southeast Quarter of the Southeast Quarter of Section 22, with the center line of U.S. Highway No. 169, as now located, thence South 89 degrees 37 minutes West, along the South line of said Section 22, 667.92 feet to the centerline of Second Creek; thence with the meanderings of said Second Creek North 39 degrees 0 minutes East, 125 feet; thence North 53 degrees 17 minutes East, 370 feet; thence North 9 degrees 51 minutes East, 210 feet to a point, thence East and parallel with the South line of said Section to a point in the centerline of U.S. Highway No. 169, thence Southeasterly along the centerline of U.S. Highway No. 169 to the Point of Beginning, all in Clay County,

and

Beginning at the point of intersection of the south line of said Southeast quarter of the Southeast quarter of Section 22 aforesaid with the center line of Highway No. 169, thence south 89° 37' west along the south line of said Section 22, 667.92 feet to the center line of Second Creek; thence with the meanderings of said Second Creek, north 39° 00' east 125 feet; thence north 53° 17' east 370 feet; thence north 9° 51' east 210 feet; thence north 20° 31' west 375 feet to the center line of the Smithville and Platte City Road; thence north 67° 35' east 78.4 feet; thence north 53° 53' 35" east 341.73 feet to the center line of Highway No. 169; thence southerly along the center line of Highway No. 169 to the point of beginning, EXCEPT that part deeded to Herbert J. Weber as shown in Book 405 at page 61, in Smithville, Clay County, Missouri.



STAFF REPORT

February 9, 2024

Rezoning of Parcel Id # 05-504-00-02-010.00 and 05-504-00-02-009.00

Application for a Zoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address:	16000 and 16100 N. US 169 Hwy
Owner:	Port Side Tie, LLC
Current Zoning:	B-2 and R-1B
Proposed Zoning:	R-3

Public Notice Dates:

1 st Publication in Newspaper:	January 25, 2024
Letters to Property Owners w/in 185':	January 22, 2024

GENERAL DESCRIPTION:

The applicant seeks to rezone two adjoining lots from R-1B (north) and B-2 (south) to R-3 located on the west side of 169 and north of Cliff Dr. The lots have remained undeveloped for many years. Applicant seeks this rezoning to allow future construction of two separate townhome buildings.

EXISTING ZONING:

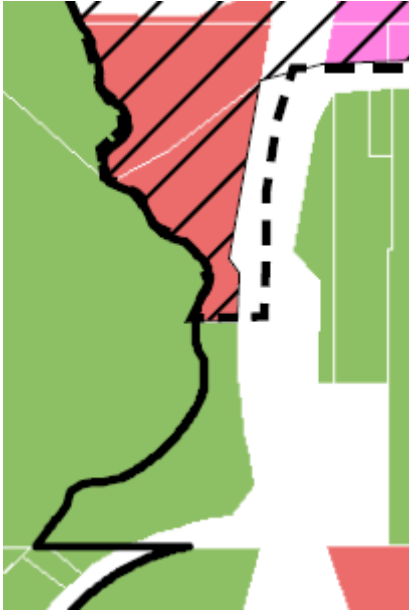
The existing zoning is B-2 and R-1B and has been in existence at least since the 1978 zoning map.

CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is 169 Highway frontage with commercial uses throughout and Second Creek to the west. West of the creek is land not within the city limits that is used as agricultural land.

CONSISTENCY WITH COMPREHENSIVE PLAN AND ORDINANCES *400.560.C.2*

The existing Comprehensive Plan was approved on November 10, 2020, and calls for the north lot to be part of the Downtown overlay area, and the south lot is just left as agricultural.



To the extent that the future land use plan map indicates several of the parcels along 169 that are currently zoned B-3 as agricultural as well, including the south lot to match the north lot complies.

ADEQUACY OF PUBLIC UTILITIES OR OTHER PUBLIC SERVICES *400.560.C.3*

Streets and Sidewalks:

No street extensions will be needed, but Cliff Dr. will need to be upgraded when the south lot develops, including sidewalks at the owners expense and in accordance with existing APWA standards.

Water, Sewer and Storm water

The city does not have water or sewer to the lots, so the owner must extend both water and sewer to service the lots at its' own expense and in accordance with existing APWA standards.

All other utilities

Future Development will be conditioned upon installation of all other needed utilities at the cost of the development.

SUITABILITY OF THE USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED UNDER ITS EXISTING ZONING *400.560.C.4*

The current use is vacant land. The location, size and layout of the lots limit their use as anything other than limited multifamily, which is the highest and best use.

TIME THE PROPERTY HAS REMAINED VACANT AS ZONED *400.560.C.5*

The property was zoned to its' existing district classification at least 1978 and has not been developed since.

COMPATIBILITY OF PROPOSED DISTRICT WITH NEARBY LAND *400.560.C.6*

The proposed district is compatible with the business uses nearby.

EXTENT WHICH THE AMENDMENT MAY DETRIMENTALLY AFFECT NEARBY PROPERTY *400.560.C.7*

No detrimental effects are known.

WHETHER THE PROPOSAL HAS A DISPROPORTIONATE GREAT LOSS TO ADJOINING PROPERTY OWNERS RELATIVE TO THE PUBLIC GAIN *400.560.C.8*

With no detrimental effects known, no great loss is expected.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed district based upon the change meets the Comprehensive Plan recommendations.

Respectfully Submitted,

Zoning Administrator



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3028-24 – Authorizing The City to Enter into Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit – 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3028-24, authorizing the City to enter into a Labor Agreement with West Central Missouri Regional Lodge #50 of the Fraternal Order of Police Representing the Non-Supervisory Bargaining Unit. Second reading by title only.

SUMMARY:

In November 2023, 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 Non-Supervisory Bargaining Unit. The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn police officers below 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, February 26, 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. The step plan is designed to help recruitment of police officers, and the retention of our current police officers.
- Starting pay of \$52,000 annually to align with the Kansas City area average. The plan includes 14 steps, up to \$79,371 annually.
- Average increase for unit after July 1, 2024 implementation of the step plan is 7.93%.
- All members will receive a step increase annually, effective with the first pay period of January 2025.
- 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.
- Detectives shall be paid 6% above their base rate for all hours worked.
- Boot allowance of \$150/year, clothing allowance for Detectives of \$450/per fiscal 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 Non-Supervisory Bargaining Unit.

FINANCIAL CONSIDERATIONS:

Budget impact of step plan not included in FY24 Budget. A budget amendment of \$30,000 is included in Bill No. 3025-24.

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 NON-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 Non-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 non-supervisory police officers; and

WHEREAS, the City received notice on Monday, February 26, 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 March 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/05/2024

Second Reading: 03/19/2024

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
NON-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 below 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 below 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.

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 one (1) officer per shift, for a total of four (4) police officers, who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their FTO 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 Full-Time Specialized Assignments

Full-Time specialized duty assignments may include, but shall not be limited to, School Resource Officers and Detectives.

Section 7.02 Part-Time Specialized Assignments

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

Section 7.03 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 7.04 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 7.05 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 7.06 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 officers. Detectives and SROs shall be assigned eight (8) hour shifts from Monday to Friday.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol will complete a bidding process two times per year, wherein:

- (a) Officers shall bid for either the day or night shift based upon their seniority.
- (b) Members who fail to bid will be placed on open shift positions.

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.

Section 8.05 Duty Trade

Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval of their immediate supervisors. Trades must occur within the same pay period. All such trades shall be purely voluntary between the employees involved, and both employees shall be paid for the hours they actually work.

Article IX. Promotions

Section 9.01 Promotion Eligibility

Officers are eligible to participate in the promotion process for Sergeants after three (3) years of fulltime service as a commissioned Police Officer with at least one year of service at the City of Smithville.

Section 9.02 Promotional Process

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s), via email, at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process.

- (a) The promotional process may consist of a written examination, assessment center, oral interview, and an interview with the Chief, as well as a review of the applicant's educational background, relevant military service, and consideration of the applicant's ancillary duties, with the specific elements included in the process and the weighting of each element to be determined by the Chief and published with the promotional announcement. Once published, the elements and weighting of each element to be applied to the process shall not be changed. The interview with the Chief, as well as a review of the applicant's educational background, relevant military service, and consideration of the applicant's ancillary duties shall not count for more than twenty-five percent (25%) of the applicant's total promotional process score.
- (b) The Department shall publish the results of the process with the candidates listed in rank order. Each candidate shall receive their individual scores on the respective components,

and their cumulative score on the overall process. The Lodge shall also receive the list of all candidates' scores.

- (c) The Chief shall select the candidate to be promoted from among the top three scoring candidates. Before making the promotion decision, the Chief will solicit input from a Committee of the current Sergeants.
- (d) Employees shall be paid at straight time rates for time spent in testing or in interviews during the promotional process. The City shall have the option to adjust working schedules during the weeks affected by the promotional process, so that any employee's total scheduled hours during the work period(s) in question do not exceed the regularly scheduled hours for that period. Regardless of whether the City elects to make such adjustments, the parties jointly recognize that participation in the promotional process is not "work" for the benefit of the City, but rather is a purely voluntary activity for the benefit of each individual officer. Therefore, hours spent in a promotional process will not count toward overtime eligibility.
- (e) In the event there is only one qualified bidder for an open position, the Chief may elect to conduct an informal interview in lieu of following the above process. If the Chief determines the candidate is suitable for promotion, the Chief may promote the candidate.

Article X. Transitional Duty Assignments

Section 10.01 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 10.02 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 10.03 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 XI. Wages

Section 11.01. Regular Wages

Effective on the first day of the first full pay beginning in July of 2024, 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 11.02. Step Increases

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 of each calendar year, beginning in January of 2025.

Section 11.03. 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 11.04. Boot Allowance

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

Section 11.05. 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 11.06. 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 11.07. Acting Sergeant

Members serving as Acting Sergeants for more than four consecutive shifts shall receive an additional five percent (5%) of their hourly base pay as a premium for all time spent in this capacity.

Section 11.08. 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 11.09. Clothing Allowance

Detectives shall receive a clothing allowance of four hundred and fifty dollars (\$450) per fiscal year. The allowance will be paid in the first full pay period of January.

Section 11.10. 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 11.11. Call Back

Members who are called to work and who report to work during their unscheduled 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.

Section 11.12. Detective Pay

Detectives shall be paid 6% above their base rate for all hours worked.

Article XII. Overtime

Section 12.01 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 12.02 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 12.03 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 12.04 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 12.05 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 12.06 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 12.07 Vacation, Holiday and Sick Time

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

Article XIII. Health and Welfare

Section 13.01 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 XIV. Retirement Benefits

Section 14.01 LAGERS

The City will continue the current LAGERS L7 2% contributory retirement program.

Section 14.02 Deferred Compensation Plans

The City will maintain enrollment in the 457 Deferred Compensation Plan.

Article XV. Holidays

Section 15.01 Holidays

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

Section 15.03 Holiday Schedule

Employees who work eight (8) hour shifts shall observe holidays on the same days as administrative staff employees, except that SROs may be required to work on any holiday when school is in session.

ARTICLE XVI. Leaves of Absence

Section 16.01. 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 16.02. Sick Leave

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

Section 16.03. Bereavement Leave

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

Section 16.05. 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 XVIII. Seniority

Section 18.01 Seniority Definition

Seniority for police officers shall be determined based upon cumulative time spent as a police officer, including time spent in the assignment of detective starting from the officer's date of appointment to police officer with the City. If a sergeant is demoted, all time spent as a sergeant shall count as cumulative time as a police officer when determining the officer's seniority.

If two or more officers have the same date of appointment, the following criteria will be used to determine the higher seniority:

- (a) If a person was a full-time employee of the City immediately prior to the date of appointment, that person will have seniority over any other person who was not a full-time employee on the date of appointment.
- (b) If section (a) does not resolve the tie, then the entrant officer with the highest entrant exam score will have the highest seniority.

- (c) If section (b) does not resolve the tie, the date of the most recent application for employment will establish who has the highest seniority, with the entrant having the earlier application being considered more senior.

Section 18.02 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 18.03 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 18.04 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 18.05 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 XIX. Probation

Section 19.01 Probation

New employees shall be hired on a trial basis. Probation for new employees shall run for a period of six (6) months after the successful completion of the field training program. During probation, employees shall be subject to discipline or discharge at the discretion of management, and such discipline or discharge 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 XX. Reductions in Force

Section 20.01 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 20.02 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 XXI. Discipline

Section 21.01 Discipline

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

Section 21.02 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 21.03 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 21.04 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 21.05 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 21.06 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 21.07 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 21.08 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 XXII. Internal Investigations

Section 22.01 Administrative Investigations

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

Section 22.02 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 22.03 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 XXIII. Grievance Procedure

Section 23.01 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 23.02 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 23.03 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 23.04 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 23.05 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 23.06 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 23.07 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 23.08 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 23.09 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 23.10 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 23.11 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 XXIV. Arbitration

Section 24.01 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 24.02 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 24.03 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 24.04 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 24.05 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 XXV. Labor Management Committee

Section 25.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of two (2) representatives from Department management and two (2) representatives from the 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 25.02 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 25.03 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 XXVI. General Provisions

Section 26.01 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 26.02 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 26.03 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 26.04 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 26.05 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 26.06 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 26.07 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 XXVII. Training

Section 27.01 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 27.02 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 27.03 Travel Time

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

Section 27.04 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 XXVIII. Complete Agreement

Section 28.01 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 28.02 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 28.03 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 XXIX. Term of Agreement

Section 29.01 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 in 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 Inghima
President

On behalf of
The City of Smithville

On behalf of
FOP West Central Missouri Lodge No. 50

Date

Date

APPENDIX A

OFFICER'S MERIT PAY GRID, EFFECTIVE FIRST DAY OF FIRST FULL PAY PERIOD IN JULY OF 2024

Hourly Rate	1 6.2%	2 4.0%	3 4.0%	4 4.0%	5 3.5%	6 3.5%	7 3.5%
Police Officer	\$25.00	\$26.00	\$27.04	\$28.12	\$29.11	\$30.12	\$31.18

Annual Equivalent	1 5.0%	2 4.0%	3 4.0%	4 4.0%	5 3.5%	6 3.5%	7 3.5%
Police Officer	\$52,000	\$54,080	\$56,243	\$58,493	\$60,540	\$62,659	\$64,852

Hourly Rate	8 3.5%	9 3.0%	10 3.0%	11 3.0%	12 3.0%	13 2.5%	14 2.5%
Police Officer	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.23	\$38.16

Annual Equivalent	8 3.5%	9 3.0%	10 3.0%	11 3.0%	12 3.0%	13 2.5%	14 2.5%
Police Officer	\$67,122	\$69,136	\$71,210	\$73,346	\$75,546	\$77,435	\$79,371

Pay Steps Effective First Day of First Full Pay Period in July of 2024

BRISTOL	DOMINIC	2
BUCHHEIT	JOSEPH	6
BURNS	PHOENIX	2
HAZELRIGG	BRETT	3
JOHNSON	KURT	2
KENNEDY	KOLE	2
KNOWLES	MELISSA	4
MENDOZA	CHRIS	7
NEILL	EDWARD	1
REPOLA	CAITLIN	3
SIMANTON	DAWSON	2
TSO	DARREN	2



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3029-24, Cooperative Agreement for the Fairview Crossing Community Improvement District – 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3029-24, approving the Cooperative Agreement among the City, the Fairview Crossing Community Improvement District and Kansas City Properties & Investments, LLC to implement the Fairview Crossing Community Improvement District. Second reading by title only.

SUMMARY:

Pursuant to Ordinance No. 3210-23 approving the Fairview Crossing CID, the next step in the Community Improvement District (CID) process is the adoption of a cooperative agreement to oversee the administrative terms of the CID. The CID is a separate legal entity that proposes to impose a 1% additional sales tax on sales made within the CID. The revenues generated from this additional sales tax will reimburse the Developer for certain authorized, public improvements.

The Cooperative Agreement outlines the terms of the CID administration including sales tax administration oversight, reimbursement details, CID operations and maintenance, an administrative fee for the City's expenses, certain oversight and CID Act requirements, composition of the CID Board of Directors, and defaults and remedies, among other things.

PREVIOUS ACTION:

none

POLICY ISSUE:

Economic Development

FINANCIAL CONSIDERATIONS:

None.

ATTACHMENTS:

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

**AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT
AMONG THE CITY OF SMITHVILLE, MISSOURI, THE FAIRVIEW
CROSSING COMMUNITY IMPROVEMENT DISTRICT AND KANSAS
CITY PROPERTIES & INVESTMENTS, LLC TO IMPLEMENT THE
FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT.**

WHEREAS, the Board of Aldermen of the City of Smithville, Missouri (the "Board of Aldermen"), did on October 17, 2023 hold a public hearing considering the formation of the Fairview Crossing Community Improvement District (the "District") and the Petition for the Establishment of the Fairview Crossing Community Improvement District (the "Petition"); and

WHEREAS, on November 6, 2023, the Board of Aldermen did pass Ordinance No. 3210-23, which approved the formation the District and the Petition; and

WHEREAS, the ordinance requires that the District and Kansas City Properties & Investments, LLC (the "Developer") enter into a cooperative agreement with the City to implement the goals and objectives of the Petition, including the administration of the District Sales Tax Revenues; and

WHEREAS, the City now desires to enter into a cooperative agreement with the District and the Developer to set forth their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the District Sales Tax Revenues; and

WHEREAS, the Board of Aldermen hereby determines that it is in the best interest of the City to enter into a cooperative agreement with the District and the Developer in substantially the form attached hereto.

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

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute the Cooperative Agreement which shall be substantially in the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Mayor, the Mayor's signature thereon being conclusive evidence of his approval thereof.

Section 2. City officers and agents of the City are each hereby authorized and directed to take such actions, execute such other documents, certificates and instruments and engage such consultants as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

[remainder of page intentionally left blank]

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

(SEAL)

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 03/05/2024

Second Reading: 03/19/2024

Exhibit A

Cooperative Agreement

[Attached]

COOPERATIVE AGREEMENT

among the

CITY OF SMITHVILLE, MISSOURI,

the

FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT,

and

KANSAS CITY PROPERTIES & INVESTMENTS, LLC

dated as of

_____, 2024

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Exhibit A	CID Improvements
Exhibit B	Form of Letter to the Missouri Department of Revenue
Exhibit C	Form of Cost Certification

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this ____ day of _____, 2024, by and among the **CITY OF SMITHVILLE, MISSOURI**, a municipal corporation and fourth-class city of the State of Missouri (the “**City**”), the **FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district and political subdivision of the State of Missouri (“**District**” or “**CID**”), and **KANSAS CITY PROPERTIES & INVESTMENTS, LLC** (the “**Developer**”), a Missouri limited liability company (the City, the District and the Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, the Board of Aldermen of the City of Smithville, Missouri (the “**Board of Aldermen**”), did on November 6, 2023, pass Ordinance No. 3210-23, which approved the formation of the District and the Petition for the Establishment of the Fairview Crossing Community Improvement District (the “**Petition**”); and

WHEREAS, Ordinance No. _____, approved on _____, 2024 approved the execution of this Agreement; and

WHEREAS, the District is authorized under the CID Act to impose a district-wide sales and use tax (the “**District Sales Tax**”) and to enter into this Agreement for the collection, payment and administration of the proceeds of the District Sales Tax;

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the District Sales Tax and the use of the revenues collected by such tax.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Fee**” means that amount of the District Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District, and administering and accounting for the District Sales Tax, in the amount of one and one half percent (1.5%) of the total District Sales Tax Revenue transferred to the City on behalf of the District by the Missouri Department of Revenue, as set forth in this Agreement.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“Board” or **“Board of Directors”** means the governing body of the Fairview Crossing Community Improvement District.

“Board of Aldermen” means the governing body of the City of Smithville, Missouri.

“Budget” shall have the meaning set forth in Section 4.4.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“CID Improvements” means those improvements described in **Exhibit A** and in the maximum amount shown on **Exhibit A**.

“CID Services” means those services described in the CID Petition which may be undertaken by the CID in accordance with the CID Petition and the requirements of this Agreement, not including services related to Operating Costs of the District.

“City” means the City of Smithville, Missouri, a municipal corporation and fourth-class city under applicable Missouri laws.

“City Representative” means the City Administrator or Assistant City Administrator of the City, or his/her designee.

“City Director” shall have the meaning set forth in Section 5.1.

“Developer Directors” shall have the meaning set forth in Section 5.1.

“Director” means a director of the District.

“District Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act in the maximum amount of one percent (1.0%), as established by resolution of the District and approved by the qualified voters of the District, in accordance with this Agreement.

“District Sales Tax Revenues” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the District Sales Tax.

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, pandemics, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than the Parties not caused by the Parties’ failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable party using reasonable diligence to overcome which prevents such party from performing its specific duties or obligation hereunder in a timely manner.

“Fiscal Year” means November 1 through October 31 of each year, which Fiscal Year coincides with the City’s fiscal year.

“Obligations” means any bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by or at the direction of the District or the City, which pay for, among other things, the CID Improvements, in whole or in part, or to refund outstanding Obligations.

“Operating Costs” means the actual, reasonable expenses which are reasonably necessary for the operation of the District which shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, insurance, the engagement of special legal counsel, financial auditing services, and other consultants or services including companies engaged by the District (or the City on behalf of the District) to review applications for reimbursement for payment of Public Improvements Costs, and shall also include reasonable attorneys’ fees for the formation of the District.

“Parties” or **“Party”** means the City, the District and the Developer, as the context requires.

“Petition” means the Petition for Establishment of the Fairview Crossing Community Improvement District, filed with the City Clerk of Smithville, Missouri, approved by Ordinance No. 3210-23 on November 6, 2023.

“Public Improvement Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the District with respect to construction of the CID Improvements, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded in connection with the CID Improvements that are constructed or undertaken, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Improvements, including but not limited to the following:

A. actual and reasonable costs of issuance and capitalized interest, if any, for any Obligations issued to finance the CID Improvements;

B. actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Improvements and all actual and reasonable costs for the oversight of the completion of the CID Improvements including overhead expenses for administration, supervision and inspection incurred in connection with the CID Improvements; and

C. all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Improvements and which may lawfully be paid or incurred by the District under the CID Act.

“Report” shall have the meaning set forth in Section 4.4.

“Secured Lender” means a bank, financial institution or other person or entity from which Developer has borrowed funds to finance all or a portion of the District Improvements and in whose favor Developer has agreed to provide a security interest as collateral for such loan.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID Improvements are authorized in the Petition.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

E. Consideration and public benefit: The District acknowledges that construction of the CID Improvements are of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Improvements will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Improvements; (iii) increasing local and state tax revenues; and (iv) providing necessary street infrastructure for the District and for other surrounding development. Further, the District finds that the CID Improvements conform to the purposes of the CID Act.

F. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

G. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

Section 2.2. Representations by the City. The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri as a fourth-class city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3. Representations by the Developer. Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Improvements, which litigation, proceedings or investigations would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement, or that would materially adversely affect the financial condition of the Developer.

D. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: DISTRICT SALES TAX

Section 3.1. Imposition of the District Sales Tax. The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the District Sales Tax. The District Sales Tax shall be imposed at a rate of 1.0% for the purpose of funding costs of the CID Improvements and the CID Services as desired by the District and as approved by the City. The District shall notify the Missouri Department of Revenue of the District Sales Tax. The District shall annually appropriate all District Sales Tax Revenues by resolution in accordance with this Agreement.

Section 3.2. Collection and Administration of the District Sales Tax

A. The District shall adopt a resolution that (i) imposes the District Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the District Sales Tax, to the extent not performed by the state, and (iii) prescribes any required forms and administrative rules and regulations for reporting and collecting the District Sales Tax. The District shall also notify the Missouri Department of Revenue, in substantial compliance with the form set forth in **Exhibit B**, that the District authorizes the City, on behalf of the District, to receive from the Missouri Department of Revenue all of the District Sales Tax Revenues.

B. The District Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The City shall receive the District Sales Tax Revenues from the Missouri Department of Revenue, which shall be disbursed in accordance with this Agreement.

C. The City agrees to perform for the District all functions incident to the administration and enforcement of the District Sales Tax, to the extent not performed by the state, pursuant to the CID Act and this Agreement. The City shall receive the Administrative Fee for administering the District Sales Tax. The Administrative Fee authorized in this Section shall be calculated using the total District Sales Tax Revenues generated within the District.

D. In the event that the City incurs extraordinary administrative costs related to the collection or enforcement of the District Sales Tax or for other reasons, then the City shall be entitled to additional payments to fully reimburse the City for such actual, documented extraordinary costs to be collected from the District Sales Tax Revenues. The City shall use best efforts to provide the District and Developer with advance written notice of any anticipated extraordinary administrative costs and shall provide the District and Developer with regular updates regarding any such costs incurred. In the event that there are insufficient funds in any Fiscal Year to cover the actual costs incurred by the City, any unpaid Administrative Fee and any extraordinary administrative costs shall be paid in subsequent Fiscal Years.

Section 3.3. Operating Costs. The District shall pay for the Operating Costs of the District from District Sales Tax Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.4. Developer shall fund the Operating Costs and be reimbursed for such advances until sufficient revenues are available to fund Operating Costs from District Sales Tax Revenues on an annual basis.

Section 3.4. Enforcement of the District Sales Tax. The District authorizes the City, to the extent required or authorized by the Missouri Department of Revenue, to take all actions necessary for enforcement of the District Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the District Sales Tax shall be treated as Operating Costs of the District.

Section 3.5. Distribution of the District Sales Tax Revenue. Beginning in the first month following the effective date of the District Sales Tax and continuing each month thereafter until the expiration or repeal of the District Sales Tax, the City on behalf of the District shall, not later than the fifteenth (15th) day of each month, distribute the District Sales Tax Revenues received in the preceding month in the following order of priority:

1. The City, on behalf of the District, shall pay the Administrative Fee or other amounts owing to the City.

2. The City, on behalf of the District, shall pay the Operating Costs of the District.

3. The City, on behalf of the District, shall make the remaining District Sales Tax Revenues to pay the Obligations if any Obligations have been issued.

4. In the event that there are no Obligations outstanding, the City, on behalf of the District, shall make the remaining District Sales Tax Revenues available to reimburse the Developer for expenses incurred by Developer to fund the CID Improvements which have been certified. No payment of the District Sales Tax Revenues shall be made to the Developer until such CID Improvement costs have been certified by the City pursuant to this Agreement.

5. The City, on behalf of the District, shall pay the CID Services of the District, provided that no CID Services shall be funded by the District until all costs of the CID Improvements have been fully reimbursed.

Section 3.6. Records of the District Sales Tax. The City, on behalf of the District, shall keep accurate records of the District Sales Tax due and collected and copies of such records shall be made available to the District on a monthly basis. Any City records pertaining to the District Sales Tax shall be provided to the District upon written request of the District, as permitted by law.

Section 3.7. Repeal of the District Sales Tax. Unless extended by mutual agreement of the Parties and in accordance with the CID Act, the District shall implement the procedures in the CID Act for repeal of the District Sales Tax and abolishment of the District when the District Sales Tax has expired in accordance with the District Sales Tax ballot measures as approved by the qualified electors of the District. Upon repeal of the District Sales Tax, the District shall:

A. Pay all outstanding Administrative Fees and Operating Costs.

B. Retain any remaining District Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING DISTRICT PROJECTS

Section 4.1. Design and Construction of CID Improvements. The CID Improvements shall be designed and constructed by or at the direction of the Developer. The CID Improvements shall be designed and constructed in accordance with applicable City-approved zoning and subdivision ordinances and associated plans and specifications. The Developer shall comply with all Applicable Laws and Requirements including laws related to the construction of public improvements, including the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Improvements; provided that this Agreement shall not be deemed to impose the payment of prevailing wage to contractors or subcontractors if not otherwise required by Applicable Laws and Requirements. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to Applicable Laws and Requirements. Developer shall use commercially reasonable efforts to clear blight or rehabilitate to eliminate the physical blight existing within the blight area, or make adequate provisions satisfactory to the City for the clearance of such blight, which obligation may be satisfied by performing the CID

Improvements. Notwithstanding the foregoing, to the extent Developer fails to perform the CID Improvements, whether fully or partially, the sole remedy hereunder shall be that the Developer shall not be entitled to reimbursement of District Sales Tax Revenues, and in no event shall Developer be required to perform such obligations or expend money in furtherance thereof in excess of the amount of District Sales Tax Revenues disbursed to Developer hereunder. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to, or as required by, Applicable Laws and Requirements.

Section 4.2. Financing the CID Improvements. The District shall impose the District Sales Tax within the boundaries of the District to fund the CID Improvements and other costs authorized by this Agreement. The District shall not use or impose any taxes other than a District Sales Tax or impose any other funding mechanisms unless the Board of Aldermen, by Ordinance, modifies the limitations on the District's authority as set forth in the Petition. The District may also incur Obligations in one or more series for the purpose of funding all, or an appropriate portion of, the CID Improvements, but only subsequent to the prior written consent of the City. The bond counsel and underwriter for any such Obligations shall be selected by the City.

Section 4.3. Ownership and Maintenance of CID Improvements. The City shall have no ownership of the CID Improvements, and the District or Developer shall at all times be responsible for maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements. The District or Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Improvements, except as certain improvements are dedicated to and accepted by the City in accordance with Applicable Laws and Requirements.

Section 4.4. Annual Budget. The District shall annually prepare or cause to be prepared a budget (the "**Budget**") and an annual report (the "**Report**") describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Representative for review and comment not less than sixty (60) days prior to the intended date of approval of the Budget. The Budget shall not be approved without the prior written consent of the City; provided, however, that if the City does not provide its written consent or comments to the Budget within fifteen (15) days prior to the intended date of approval of the Budget, consent shall be deemed given. Not later than the first day of each Fiscal Year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing budget year, for every fund of the District of any kind, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for application of the District's sales tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

Section 4.5. New CID Improvements. The District shall not undertake new District projects, aside from the improvements shown on the attached **Exhibit A** and in the amount shown on **Exhibit A**, without the prior approval of the Board of Aldermen.

Section 4.6. Certification of Costs. No District Sales Tax Revenues shall be paid by the City to the Developer for any costs prior to certification of such costs in accordance with this Section. All Public Improvement Costs shall be eligible for reimbursement to the Developer under Section 3.5 upon acceptance by the City of a certification of such costs by the Developer in substantially the form attached to this Agreement as **Exhibit C** (a "Cost Certification"). Upon receipt by the City of an executed and completed Cost Certification (together with supporting invoices), the City shall have thirty (30) calendar days to inform the Developer of any inadequacy of the Cost Certification, based on the City's determination that the Cost Certification requests payment for costs that either are not reimbursable under this Agreement or have already been the subject of a Cost Certification. If the City has no such reason to contest the Cost

Certification, or if the thirty-day time period passes without such notification, the City shall accept the Cost Certification by signature. The City shall keep records of all Cost Certifications submitted to the City, the total amount of costs so certified, and the amounts that, at any time, have been certified but have not yet been reimbursed in accordance with Section 3.5.

ARTICLE 5: DISTRICT OPERATIONS AND MANAGEMENT

Section 5.1. Composition of the Board of Directors and Officers.

A. In accordance with the Petition, the Board of Directors shall be composed of five (5) directors. The Board of Directors shall include one (1) director as a representative of the City who is designated by the City (the “**City Director**”) and four (4) as representatives of the Developer who are designated by the Developer (the “**Developer Directors**”).

B. All directors shall meet all qualifications of the CID Act and the Missouri Constitution, and Developer agrees to designate in writing that the City Director is a representative of Developer as a property owner within the District, in order to satisfy the requirements of Section 67.1451.2(2)(a), RSMo, with respect to the City Director.

C. If there are no registered voters in the District, at least one director during their term shall be a person who meets all qualifications as required by Section 67.1451.2(3), RSMo.

D. Successor Directors shall be appointed by the Mayor with the consent of the Board of Aldermen as provided in the Petition and in compliance with Section 67.1451.5, RSMo, provided that the Mayor’s appointment of the Developer Directors shall be those persons who are designated by Developer.

Section 5.2. District Meetings. The Parties agree that the Board of Directors shall not meet and conduct District business unless all Directors receive notice of the meeting (which notice may be delivered via email) and are provided with the opportunity to participate in all District meetings, either in person or by phone. The Parties agree that the District bylaws shall contain the requirements of this Section, and shall include other safeguards as mutually agreed by the Parties to provide for participation of Developer Directors and City Director in all matters coming before the Board of Directors.

ARTICLE 6: SPECIAL COVENANTS

Section 6.1. Records of the District. The District shall designate an appropriate official to be the official record keeper of the District, who shall keep proper books of record and account on behalf of the District in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with accounting principles generally accepted in the United States and consistently applied. The District shall furnish annual audited financial statements for each Fiscal Year no later than ninety (90) days following the end of such Fiscal Year. District financial audits shall be performed in coordination with City audits. All pertinent books, documents, and vouchers relating to District business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 6.2. Consent by Developer, Tenants and Transferees.

A. Developer will use commercially reasonable efforts to cause all leases of property in the District entered into after the date of this Agreement to contain a provision that is in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Fairview Crossing Community Improvement District (“District”) created by ordinance of the City of Smithville, Missouri (“City”), that the District imposes a sales and use tax on Tenant’s eligible retail sales that will be applied toward the costs of CID Improvements that will provide a generalized benefit to the development. Tenant shall forward to the District and City copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Developer, or any third party, may transfer real property within the CID area. Developer shall use commercially reasonable efforts after the date of this Agreement to insert in any document transferring any interest in real property within the CID area, to cause any transferee to insert language reasonably similar to the following, and to have such document signed by the transferee indicating acknowledgment and agreement to the following provision:

Community Improvement District: Grantee acknowledges and consents that the property is a part of the Fairview Crossing Community Improvement District (“District”) created by ordinance of the City of Smithville, Missouri (“City”), and that the District imposes a sales and use tax on eligible retail sales conducted within the District that will be applied toward the costs of CID Improvements that provide a generalized benefit to all property within the District. Grantee shall, or shall cause any applicable tenant of Grantee, to forward to the District and the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the District are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. The Developer shall enforce the lease/sales contract obligation set forth in this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the District and the City a copy of their Missouri sales tax returns. The Developer use commercially reasonable efforts to ensure that any documents transferring its interest in property located within the District shall make the obligations set forth in this Section a covenant running with the land that shall be enforceable against the Developer and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement, which obligations shall only terminate upon the end of the term of the District.

D. Failure of the Developer to require that such restrictions be placed in any such lease/sales contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District’s and the City’s rights of enforcement and remedies under this Agreement, or otherwise form the basis of a default on the part of the Developer hereunder.

E. Developer acknowledges that the District is implemented for the purpose of funding CID Improvements that benefit the development. Developer and its successors and assigns agree not to contest or protest the creation and operation of the District or the levy, collection or enforcement of the District Sales Tax.

F. In lieu of compliance with this Section 6.2, City hereby acknowledges that Developer may include the requirements applicable to tenants and subsequent owners of real property within the District within the Memorandum of this Agreement to be recorded pursuant to Section 8.11 hereof, and in such case, Developer shall have no further obligation to include provisions stated herein in leases or sale contracts.

Section 6.3. Collateral Assignment.

A. Developer and its successors and assigns shall have the right, without the City's consent, to collaterally assign to any Secured Lender as collateral any and all of Developer's rights and/or obligations under this Agreement, and such Secured Lender shall have the right to perform any term, covenant, condition or agreement and to remedy, in accordance with the terms of this Agreement, any default by Developer under this Agreement, and City shall accept such performance by any such Secured Lender with the same force and effect as if furnished by Developer. No Secured Lender shall be personally liable or obligated to perform the obligations of Developer under the Agreement unless and until such Secured Lender takes possession of the property as a mortgagee or by a receiver appointed at the request of mortgagee or becomes the owner of the fee estate of property within the District by foreclosure, or deed in lieu of foreclosure or otherwise.

B. Before a Secured Lender may exercise any rights of the Developer under the Agreement, the City shall receive: (a) within thirty (30) days following the date of such collateral assignment, a notice from the Developer that it has entered into a collateral assignment with a Secured Lender in connection with the Property, which shall specify the name, address and telephone number of the Secured Lender, as well as the title, date and parties to the collateral assignment agreement; and (b) not less than ten (10) days' notice of the Secured Lender's intent to exercise its right to become the assignee of the Developer under the Agreement, which notice shall include the effective date of the collateral assignment, and the title, date and parties to such collateral assignment agreement. The City is entitled to rely upon representations made in the notices described in this paragraph without further investigation or inquiry.

C. Provided that the Developer has provided the City with notice of a collateral assignment as described in this Section, the City agrees to provide the Secured Lender with the same notice of default at the same time such notice is given to the Developer, and the Secured Lender shall have the same rights (but shall have no obligation) to cure, correct or remedy a default as are provided to the Developer.

Section 6.4. District Termination. The District shall terminate at the earlier of: (a) twenty-seven (27) years from the date the ordinance establishing the District is approved or (b) prior to the end of such term in accordance with the provisions of the CID Act and Petition, unless such termination date is extended by action of the Board of Aldermen.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1. Default and Remedies. An Event of Default shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for thirty (30) days after the other Party has given written notice to such Party specifying such failure; provided, however, if such failure cannot be reasonably cured within thirty

(30) days, the defaulting Party shall have a reasonable amount of time (not to exceed sixty (60) days) to complete such cure.

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 7.2. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.3. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

Section 7.4. Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such Excusable Delay.

ARTICLE 8: MISCELLANEOUS

Section 8.1. Effective Date and Term. This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 8.2. Immunities. No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The Developer shall indemnify, release, defend, be responsible for and forever hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, brought because of loss or damage received or sustained, by any person, persons, property owners or property arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Improvements.

Section 8.3. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City, the District and the Developer. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.4. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 8.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 8.6. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.7. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 8.8. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the Mayor or his or her designee without the necessity of any action by the Board of Aldermen. The Mayor may seek the input from the Board of Aldermen before granting any approval.

Section 8.9. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Executive Director of the District or his or her designee without the necessity of any action by the Board of Directors.

Section 8.10. Electronic Storage. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 8.11. Recordation of Memorandum of Agreement. The Parties agree to execute and deliver a Memorandum of this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records within 30 days of execution. Such Memorandum shall be recorded by the Developer, and proof of recording shall be provided to the City.

Section 8.12. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service to all parties listed below. Mailed notices shall be deemed effective on the third day after mailing and all other notices shall be effective when delivered.

To the City:

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

With a copy to:

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

To the District:

Fairview Crossing Community Improvement
District
c/o Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Curt Petersen
cpetersen@polsinelli.com

To the Developer:

Kansas City Properties & Investments, LLC
13530 Mt. Olivet Road
Smithville, Missouri 64089
Attn: Shane Crees
shane@kcasinc.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SMITHVILLE, MISSOURI

By: _____
Damien Boley
Mayor

ATTEST:

Linda Drummond, City Clerk

APPROVED AS TO FORM:

Special Counsel

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

**FAIRVIEW CROSSING COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Executive Director

ATTEST:

Secretary

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

On this _____ day of _____, 2024, before me appeared _____,
who being by me duly sworn, did say that (s)he is the Executive Director of the **FAIRVIEW CROSSING
COMMUNITY IMPROVEMENT DISTRICT**, a community improvement district organized and
existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said District
by authority of its Board of Directors and said individual acknowledged said instrument to be the free act
and deed of said District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

**KANSAS CITY PROPERTIES &
INVESTMENTS, LLC**

By: _____
C. Shane Crees
Managing Member

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

On this _____ day of _____, 2024, before me appeared C. Shane Crees, who being by me duly sworn, did say that he is the Managing Member of **KANSAS CITY PROPERTIES & INVESTMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said limited liability company by authority of its governing body and said individual acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____

EXHIBIT A

CID IMPROVEMENTS

The “**CID Improvements**” are those public improvements which are eligible to be funded in accordance with the CID Act and all Applicable Laws and Requirements in accordance with the limits of the following budget:

	<u>Cost*</u>
<u>Site Work / Infrastructure**</u>	<u>\$3,240,000</u>
Land Acquisition	
Construction of Fairview Drive	
Construction of 147 th Street	
Improvements to 169 Highway	
Stormwater Improvements	
Construction of public right of way	
Extensions of public utilities	

Subtotal:	\$3,240,000
10% Contingency:	\$324,000
District Formation Costs:	\$30,000
Annual Operating Costs (5 years)	<u>\$2,500 (per year)</u>
Grand Total:	\$3,606,500

*Excludes financing costs incurred to undertake such costs.

**Only items permitted by the CID Act shall be eligible to be financed with District Sales Tax.

Executive Director of the
Fairview Crossing Community
Improvement District

EXHIBIT C

FORM OF COST CERTIFICATION

Date: _____

CERTIFICATION OF COSTS PURSUANT TO THE COOPERATIVE AGREEMENT
RELATING TO THE FAIRVIEW CROSSING COMMUNITY IMPROVEMENT DISTRICT

To: City of Smithville, Missouri (the “City”)

Kansas City Properties & Investments, LLC (the “Developer”) hereby requests reimbursement from District Sales Tax Revenues in accordance with this request and the Cooperative Agreement (the “Cooperative Agreement”) among the City, the District and the Fairview Crossing Community Improvement District (the “District”), and hereby states and certifies as follows:

1. Capitalized terms used but not defined in this Cost Certification have the meanings given in the Cooperative Agreement.
2. The following costs (the “Certified Costs”) have been paid by the Developer and are hereby submitted for reimbursement from District Sales Tax Revenues held by the City under the Cooperative Agreement:

<i>Cost Description</i>	<i>Contractor or Service Provider</i>	<i>Amount</i>

3. Each item included as a Certified Cost in this Cost Certification is a valid cost of implementing the CID Improvements authorized under CID Act and described in the Petition and the Cooperative Agreement or is a valid cost of formation of the District.
4. The Certified Costs included in this Cost Certification are reasonable costs that are payable under the Petition and reimbursable to the Developer under the Cooperative Agreement.
5. No item included in the above request has previously been paid or reimbursed from District Sales Tax Revenues and no part thereof has been included in any other Cost Certification previously filed by the Developer.
6. The Developer is not in material default of any provision of the Cooperative Agreement.

SIGNATURE PAGE TO COST CERTIFICATION

Certified by:

**KANSAS CITY PROPERTIES &
INVESTMENTS, LLC**

By: _____
Name:
Title:

Approved and Accepted:

**CITY OF SMITHVILLE,
MISSOURI**

By: _____
Name:
Title:



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Development

AGENDA ITEM: Bill No. 3030-24 Zoning 14422 Mount Olivet Road.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 3030-24, changing the zoning classifications or districts of certain lands located in the City of Smithville, Missouri at 14422 Mount Olivet Road for First Reading by Title Only.

SUMMARY:

The subject property was annexed into the city limits in January of 2024 and setting the initial zoning is required. Applicant seeks to set the zoning from County Ag to the City's A-R district in order to allow the property to be subdivided into 33 lots with an average size of 5.61 acres. The general character of the surrounding properties are large lot residential uses (3-10+ acres) that are generally zoned A-1 or County Ag. Since any lot less than 10 acres must be zoned A-R and not A-1, the A-R designation is requested. If this zoning is approved following a second reading, the applicant has also submitted a proposed preliminary plat that would create a total of 33 lots that would be submitted by Resolution.

PREVIOUS ACTION:

The subject property was annexed by Ord. 3217-23 on January 16, 2024.

POLICY OBJECTIVE:

Approve development that doesn't require inefficient extensions of public services.

FINANCIAL CONSIDERATIONS:

No direct impact is anticipated, but future property taxes will increase on the land.

ATTACHMENTS:

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

FINDING OF FACTS AND CONCLUSIONS OF LAW

Applicant: Yallaly Enterprises, LLC

Land Use Proposed: A-R

Zoning: County Agricultural

Property Location: 14422 Mt. Olivet Rd.

Pursuant to the provisions of Section 400.560(C) of the Smithville Code, the Planning Commission does hereby make the following findings of fact based upon the testimony and evidence presented in a public hearing of the Planning and Zoning Commission of the City of Smithville, held on March 12, 2024, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

Finding of Facts

1. Character of the neighborhood.
The surrounding area is large lot residential/agricultural in character.
2. Consistency with the City's Comprehensive Plan and ordinances.
The existing Comprehensive Plan was approved on November 10, 2020. The general area is described as residential/low density residential. The subject property is low density residential and complies with the plan.
3. Adequacy of public utilities and other needed public services.
The land has water and other utilities along the borders of the property by the county water district and other private utilities serve the existing housing.
4. Suitability of the uses to which the property has been restricted under its existing zoning.
The current use is agricultural formerly outside the city limits, and the proposed district matches the current uses in the general area.
5. Length of time the property has remained vacant as zoned.
The property was in the unincorporated county but had never previously annexed. This property would be developed into 33 lots, with an average lot size of 5.61 acres.
6. Compatibility of the proposed district classification with nearby properties.
The proposed district matches the adjacent existing uses.
7. The extent to which the zoning amendment may detrimentally affect nearby property.
No detriment is anticipated.

8. Whether the proposed amendment provides a disproportionately great loss to the individual landowners nearby relative to the public gain.
No loss to landowners is expected.
9. That in rendering this Finding of Fact, testimony at the public hearing on March 12, 2024, has been taken into consideration as well as the documents provided.

Recommendation of the Planning Commission

Based on the foregoing findings of fact, we conclude that:

- A. This application and the Zoning of this property from County Single Family Residential to A-R is governed by Section 400.620 of the zoning ordinance of Smithville, Missouri.
- B. The proposed zoning is compatible with the factors set out in Section 400.560(C) of the zoning ordinance.
- C. The Planning and Zoning Commission of the City of Smithville, Missouri recommends approval of zoning the property to A-R.

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS
OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE
CITY OF SMITHVILLE, MISSOURI.**

WHEREAS, The City of Smithville received an application for annexation on November 6, 2023 for property located at 14422 Mount Olivet Road; and

WHEREAS, after the property was annexed, the City is now required to designate the initial zoning of newly annexed property, so a Public Hearing was advertised in the local paper, notice sent to adjoining property owners and then conducted before the Planning Commission on March 12, 2024; and

WHEREAS, the Planning Commission presented its' findings to the Board of Aldermen and recommended approval of the initial zoning for the property as A-R.

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

Section 1. Having received a recommendation from the Planning Commission, and proper notice having been given and public hearing held as provided by law, and under the authority of and subject to the provisions of the zoning ordinances of the City of Smithville, Missouri, by a majority board vote, the zoning classification(s) or district(s) of the lands legally described hereby are changed as follows:

The property legally described as:

A TRACT OF LAND IN THE WEST FRACTIONAL HALF OF SECTION 31, TOWNSHIP 53 NORTH, RANGE 32 WEST, IN CLAY COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N00°25'54"E, ALONG THE WEST LINE OF THE FRACTIONAL SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1381.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1704 AT PAGE 152; THENCE N87°49'16"E, ALONG THE SOUTHERLY LINE OF SAID TRACT, A DISTANCE OF 370.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT; THENCE N00°26'48"E, ALONG THE EASTERLY LINE OF SAID TRACT, A DISTANCE OF 440.24 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT; THENCE N83°02'20"W, ALONG THE NORTHERLY LINE OF SAID TRACT, A DISTANCE OF 373.13 FEET TO A POINT ON THE WEST LINE OF SAID FRACTIONAL SOUTHWEST QUARTER; THENCE N00°25'54"E, ALONG SAID WEST LINE, A DISTANCE OF 770.92 FEET TO THE NORTHWEST CORNER OF SAID

FRACTIONAL SOUTHWEST QUARTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 31; THENCE N00°15'36"E, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER, A DISTANCE OF 899.06 FEET TO THE SOUTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 6085 AT PAGE 14; THENCE S89°34'19"E, ALONG THE SOUTHERLY LINE OF SAID TRACT, AND ALONG THE SOUTHERLY LINE OF A TRACT OF LAND DESCRIBED IN BOOK 5223 AT PAGE 180, A DISTANCE OF 2385.78 TO THE EAST LINE OF SAID FRACTIONAL NORTHWEST QUARTER; THENCE S00°40'41"W, ALONG SAID LINE, A DISTANCE OF 924.90 FEET TO THE SOUTHEAST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE FRACTIONAL SOUTHWEST QUARTER OF SAID SECTION 31; THENCE S00°40'28"W, ALONG THE EAST LINE OF SAID FRACTIONAL SOUTHWEST QUARTER, A DISTANCE OF 2636.02 FEET TO THE SOUTHEAST CORNER OF SAID FRACTIONAL SOUTHWEST QUARTER; THENCE N89°19'35"W, ALONG THE SOUTH LINE OF SAID FRACTIONAL SOUTHWEST QUARTER, A DISTANCE OF 2367.73 FEET TO THE POINT OF BEGINNING.

is hereby set as A-R.

Section 2. Upon the taking effect of this ordinance, the above zoning changes shall be entered and shown upon the "Official Zoning Map" previously adopted and said Official Zoning Map is hereby reincorporated as a part of the zoning ordinance as amended.

Section 3. This ordinance shall take effect and be in full force from and after the approval.

PASSED THIS 1st DAY OF APRIL, 2024

Mayor

ATTEST:

City Clerk

First Reading: 03/19/2024

Second Reading 04/01/2024



STAFF REPORT

March 8, 2024

Initial zoning of Clay County Parcel Id # 06-703-00-02-004.00

Application for a Zoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: 14422 Mt. Olivet Rd.
Owner: Yallaly Enterprises, LLC
Current Zoning: New annexation
Proposed Zoning: A-R

Public Notice Dates:

1st Publication in Newspaper: February 22, 2024
Letters to Property Owners w/in 185': February 22, 2024

GENERAL DESCRIPTION:

The applicant recently annexed this 185+/- acre tract of agricultural land into the City Limits. The applicant intends to seek an agricultural subdivision of lots, some of which will be less than 10 acres and the initial zoning needs to be set by the City.



The tract is agricultural in nature, and the applicant seeks to have it zoned A-R to allow for 33 single family A-R homesites of varying sizes. The perimeter lots along 144th and most of Mt. Olivet Rd. are 7 acres +/- . The area is low density residential/agricultural.

EXISTING ZONING:

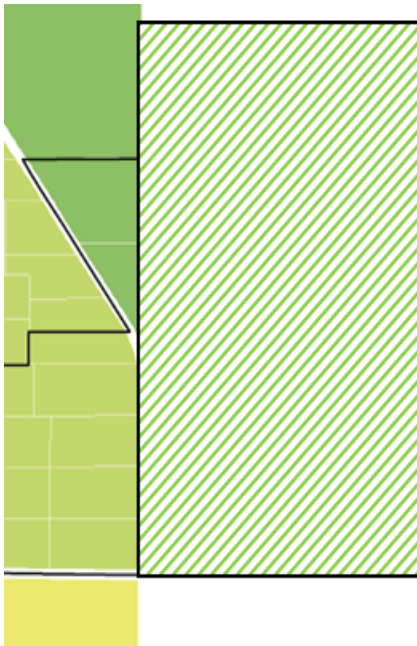
The existing zoning predates the annexation into the city limits and is County Ag

CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is large lot residential/agricultural with lot sizes from just below 3 acres to 20+ acres. 11 lots contiguous to the subject parcel are less than 5 acres.

CONSISTENCY WITH COMPREHENSIVE PLAN AND ORDINANCES *400.560.C.2*

The existing Comprehensive Plan was approved on November 10, 2020. The area adjacent (to the west) of the subject property is identified as agricultural (dark green), and low density residential (lighter green). The subject property (green striped) is proposed to be low density residential. It matches the general area of the plan significantly.



ADEQUACY OF PUBLIC UTILITIES OR OTHER PUBLIC SERVICES *400.560.C.3*

The area has county water (to be extended by developer in the future), along with all other utilities and public services. The area has no city provided utilities, and the adjacent and future roads will be improved in accordance with city and county standards.

SUITABILITY OF THE USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED UNDER ITS EXISTING ZONING *400.560.C.4*

The current use is agricultural with a single family home, all formerly outside the city limits.

TIME THE PROPERTY HAS REMAINED VACANT AS ZONED *400.560.C.5*

The property has been a farm in the county.

COMPATIBILITY OF PROPOSED DISTRICT WITH NEARBY LAND *400.560.C.6*

The proposed district matches the existing adjacent uses.

EXTENT WHICH THE AMENDMENT MAY DETRIMENTALLY AFFECT NEARBY PROPERTY *400.560C.7*

No detrimental effects are known.

WHETHER THE PROPOSAL HAS A DISPROPORTIONATE GREAT LOSS TO ADJOINING PROPERTY OWNERS RELATIVE TO THE PUBLIC GAIN *400.560.C.8*

With no detrimental effects known, no great loss is expected.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed district based upon the change meets the Comprehensive Plan recommendations.

Respectfully Submitted,

Zoning Administrator



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1334, Parade Rules and Regulations Policy

REQUESTED BOARD ACTION:

Motion to approve Resolution 1334, authorizing and directing the Mayor to approve the Parade Rules and Regulations Policy.

SUMMARY:

In 2023, the City approved three parades that attracted large crowds and resulted in various incidents. After review, the Board directed staff to explore potential solutions.

Staff contacted neighboring municipalities to gather information on parade rules and guidelines in place. The proposed policy incorporates information from this research and prioritizes safety, inclusivity, and community engagement.

Meetings were held with Smithville Lake Fest Committee members, Lighted Christmas Parade organizer, and Smithville School District representatives to present the draft policy and gather feedback, resulting in the policy as presented.

Ongoing monitoring and enforcement mechanisms will be established to ensure compliance and address any emerging issues proactively.

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

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

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

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

RESOLUTION 1334

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO APPROVE THE PARADE RULES AND REGULATIONS POLICY

WHEREAS, The City of Smithville has developed parade rules and regulations policy to be followed; and

WHEREAS, the Lake Fest Committee, Lighted Christmas Parade organizer, and Smithville School District representatives collaborated with the City of Smithville; and

WHEREAS, All parties agree with the parade rules and regulations.

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

**THAT THE MAYOR AUTHORIZE AND APPROVE THE PARADE RULES AND
REGULATIONS POLICY.**

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

V. Permits for Parades and Special Events

a. Parades

A parade is defined as any parade, march, race, walk, procession, or any similar event, in or upon any public street, pursuant to Section 520.100 of the Municipal Code;

The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;

The conduct of the parade is not reasonably likely to cause injury to persons or property, provoke disorderly conduct, or create a disturbance; and

The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays enroute.

b. Parade Rules and Regulations

All events taking place in the City of Smithville must be approved for a Special Event Permit. All events must complete the Special Event Application to be approved for a Special Event Permit.

A parade permit shall be issued under the following considerations:

Safety:

The responsible party is required to ensure that all rules, regulations, and procedures are followed by all entry participants.

Parade marshals must be strategically positioned along the parade route. They will play a vital role in maintaining order, the safety of spectators, and ensuring a smooth procession.

A minimum of 6 parade marshals shall be placed along the busy sections of the route. Their duties involve enforcing parade rules, such as safety regulations and route adherence, while also coordinating with participants to maintain consistent spacing between units.

Consumption of alcoholic beverages at any time while participating in the parade is not allowed.

Throwing and/or distributing items of any kind from floats is strictly prohibited. Participants may distribute candy and other giveaways HAND-TO-HAND by walking along the parade route next to spectators.

Night parades are prohibited from throwing and/or distributing items of any kind.

No one may step on or off a vehicle or any motorized entry until it is at a complete stop. Once the parade has started, no entry or exit from an entry is permitted, except in the case of an emergency.

A safety meeting will be required before the parade date with City staff and the responsible party at least 30 days before the parade.

Vehicles:

All vehicles participating in the parade must be properly licensed and have insurance as required by the State of Missouri. By operating the vehicle in the parade, the owner/operator warrants that the vehicle is properly licensed and insured and is in sound mechanical condition with no known defects or safety concerns.

Animals:

In consideration of the other units in the parade, all participants with animals must immediately clean up any animal waste along the parade route. The City of Smithville is NOT responsible for picking up animal waste.

Trash/Clean Up:

All parade staff, including the responsible party, participants, and volunteers, are collectively responsible for the cleanup of the parade route and surrounding areas.

Cleanup activities shall commence immediately after the conclusion of the parade and must be completed within a reasonable timeframe.

The responsible party must properly dispose of all trash and litter in designated bins or collection points provided by the organizers. No litter should be left on the parade route or adjacent areas.

Road Closures/Barricades and Signs:

The responsible party is required to close streets, with traffic barricades, that have been preapproved by the Police Chief, at least one (1) hour before the parade.

Traffic barricades are not provided or set up by the city. Traffic barricades will have to be rented by an outside vendor. Traffic barricades must comply with the Missouri Uniform Traffic Control Device manual.

All signage posted within the City limits requires approval through the temporary sign permit application.

No tape is allowed on City light poles.

Exceptions

This article shall not apply to:

Funeral processions. All funeral processions should contact the Smithville Police Department



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1335, Renewal Agreement with the Smithville Senior Center for the use of the building at 113 West Main Street

REQUESTED BOARD ACTION:

Motion to approve Resolution 1335, authorizing and directing the Mayor to renew an agreement with the Smithville Senior Center for the use of the building at 113 West Main Street.

SUMMARY:

City staff met with representatives from the Smithville Senior Board and agreed on terms for the annual agreement for the use of the Smithville Senior Center for senior services. The renewed contract period is from March 1, 2024, to December 31, 2024.

In 2022/2023, staff met with representatives from the Smithville Senior Board and worked with the City Attorney to update the agreement for use of the Senior Center Building. By the recommendation of the City Attorney, a cooperative agreement was developed and will be renewed annually, rather than a long-term lease with a yearly rent cost.

On February 26, 2024, the City hired a Senior Services Coordinator. The position is supervised by Parks and Recreation and is officed out of the Smithville Senior Center. This position will assist in all management, administrative, and operational functions for older adults and Smithville Senior Center.

The renewed agreement shows the change moving "the office" from the exclusive portion to the non-exclusive portion of the building. This was the only change in the agreement.

On Wednesday, March 6, 2024, the Senior Board agreed to terms for the annual agreement for the use of the building for senior services.

PREVIOUS ACTION:

This original agreement was approved in March 2023.

POLICY OBJECTIVE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

none

ATTACHMENTS:

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

- ☒ Contract
- ☐ Plans
- ☐ Minutes

RESOLUTION 1335

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO RENEW AN AGREEMENT WITH SMITHVILLE SENIOR CENTER FOR THE USE OF THE BUILDING AT 113 WEST MAIN STREET

WHEREAS the City owns the building at 113 West Main Street (hereinafter "Building"); and

WHEREAS in 2023 the Smithville Senior Center and the City of Smithville jointly entered into an agreement; and

WHEREAS in 2024 City of Smithville hired a Senior Services Coordinator; and

WHEREAS the parties agreed to move "The Office" from the exclusive portion to the non-exclusive portion of the building in the agreement; and

WHEREAS this Agreement is entered into by the parties pursuant to the authority granted to governmental entities under Chapter 70 R.S.Mo. *et seq.*

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

THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE ATTACHED AGREEMENT WITH SMITHVILLE SENIOR BOARD FOR THE USE OF THE SMITHVILLE SENIOR CENTER BUILDING.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

COOPERATIVE AGREEMENT

THIS **COOPERATIVE AGREEMENT** ("Agreement") is made and entered into this 13 day of March, 2024, between Smithville Senior Center, a Missouri Non-Profit Corporation, (the "Center"), and Smithville, Missouri, a fourth-class municipal corporation of the State of Missouri ("City").

WHEREAS the City owns the building at 113 W. Main Street Smithville Mo (hereinafter "Building").

WHEREAS in 2013 Center obtained a grant for \$250,000.00. In exchange for using those funds toward renovation of the Building, the City granted the Center a lease to use a portion of the Building. That Lease will soon terminate.

WHEREAS during the term of the existing lease, Center has provided a safe place for senior citizens to safely congregate, socialize and to receive mid-day meals. The City believes that there is a public purpose in having a location and space for senior citizens to safely congregate, socialize and where they can receive mid-day meals.

WHEREAS there is space in the Building during the times allocated herein during which the City does not currently have a need.

WHEREAS the parties hereto wish to cooperate to allow the Center to provide services to seniors under the terms herein set forth.

WHEREAS this Agreement is entered into by the parties pursuant to the authority granted to governmental entities under Chapter 70 R.S.Mo. *et seq.*;

NOW, THEREFORE, in the consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

Sec. 1. Building Space Use And Time. The City authorizes the Center to provide services to seniors in the designated portions of the Building at the designated times. Nothing in this Agreement shall be construed to require the City to provide or facilitate the listed services to seniors. The City retains the right to review the number of seniors benefiting from this Agreement.

A. The non-exclusive portions of the Building which the Center may use are Monday, Wednesday, and Friday between the hours of 9:00 a.m. and 2:00 p.m. as follows:

- (i) The main meeting room.
- (ii) The kitchen.
- (iii) The table/chair storage room.
- (iv) Portions of the kitchen cabinets.
- (v) The office

B. Until this agreement is terminated by either the City or the Center, the Center shall have exclusive use of the following portions of the Building:

- (i) The pool room.
- (i) The kitchen pantry.
- (iii) Portions of the kitchen cabinets.

C. The Center shall only have access to the portions of the Building listed in paragraphs 1A and 1B above on Monday, Wednesday, and Friday between the hours of 9:00 a.m. and 2:00 p.m.

D. Until new locks are installed, the Center will be provided 2 key(s) to the building and 2 keys to the office. The City will always retain keys to all spaces. Lost keys or fobs will be replaced at the rates charged to the City. The City reserves the right to install new locks to the Building at any time. After new locks are installed, the Center will no longer be provided with keys to the building but, may check out from City Hall a key to the Building before 8:30 a.m. on Monday, Wednesday, and Friday. Said key to the Building will be returned by Center to City Hall by 2:30 p.m. on the same day as when checked out.

Sec. 2. Equipment: Center shall not place any equipment or furniture anywhere in the Building spaces designated in Section 1(A) without the express permission of the City.

Sec. 3. Maintenance: City shall maintain the Building in all respects. The City shall have access to all the Building for all reasonably needed repairs or maintenance. The City shall be responsible of all utilities. The City will provide the nonexclusive use of the following:

- (A) Internet Access
- (B) Telephone
- (C) Cleaning Services
- (D) Pest Control

Sec. 4. Current Equipment and Fixtures: The City and Center agree that the following equipment, fixtures, and furniture in the Building are owned by the Center:

Pool Table, Ice Maker, Bookshelves (x3), Plants and Seasonal Decorations,

Any equipment, fixtures and/or furniture owned by the Center, (including the above) may remain, or be brought into the Building only with the express permission of the City. Upon termination, any such equipment, fixtures and/or furniture located in the Building shall be removed pursuant to the terms of Section 11.

Sec. 5. Reporting: Center will report to the City no less than quarterly, the number of senior citizens for whom it has provided services for each day it has provided services.

Sec 6. Indemnification-Insurance.

(A) Center shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute(s), from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained by any person,

persons, or property arising out of or resulting from any act, error, omission or intentional act of Center or its agents, employees or subcontractors, or in any way connected with any program supervised by the Center.

(B) Center shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers subject to the reasonable approval of the City, that will insure the City its elected officials, officers, employees, agents, representatives and contractors, against liability for injury to or death of persons or loss or damage to property occurring as the result of Center's use of the Building or the adjoining property. The liability under such insurance shall not be less than \$1,000,000 combined single limit. Center shall use commercially reasonable efforts to cause all liability insurance obtained by the Center under this Agreement to contain a provision by which the insurance company waives any right of subrogation it may have against the City, its elected officials, officers, employees, agents, representatives, and contractors. Center shall also obtain insurance covering any of its furniture, equipment, machinery, goods or supplies and/or fixtures located or left in the Building.

(C) For all person(s) employed by the Center, Center shall maintain and keep in force all workers' compensation insurance required under the laws of the State of Missouri, and such other insurance as may be reasonably necessary to protect the City against any other liability of person or property arising hereunder by operation of law, whether such law is now in force or is adopted subsequent to the execution hereof, as the result of the Center's use of the Building or the adjoining property.

(D) Center shall use commercially reasonable efforts to cause the policies of insurance carried pursuant to this Agreement to provide that at least 30 days' (or to the extent 30 days is not reasonably available, at least 15 days') prior written notice shall be given to the City by the underwriters of any proposed termination, cancellation, lapse or modification of such insurance. If the Center receives any notice referred to in the preceding sentence, the Center shall promptly deliver a copy of such notice to the City.

(E) If the City receives notice of termination, cancellation, or lapse of such insurance, it may elect to notify the Center to cease operations in the Building immediately and not to resume operations in the Building until the City receives copies of policies evidencing that the insurance required under this Agreement is in full force and effect.

Sec. 7. Special Events:

(A) "Special Events" as designated herein shall be events not normally provided or available from the Center. Prior to any such Special Event or thirty (30) days before the event whichever is longer, the Center shall notify the City of any Special Events it plans to hold or conduct during its designated times. The City may veto any proposed Special Event in its absolute sole discretion.

(B) Center may request such additional times in addition to its designated times set forth above for the purpose of holding Special Events. The City may deny any proposed additional time in its absolute sole discretion.

Sec. 8. Extent of Relationship. Nothing set forth in this Agreement shall be construed as establishing any agency, partnership, joint venture or other business relationship between the Center and City regarding the matters hereof.

Sec. 9. No Compensation. The Center shall not pay any compensation for the use of the Building as described herein but shall reasonably return the spaces to which it has nonexclusive use in the same condition in which it found them.

Sec. 10. Subcontract: Center shall not assign, transfer, convey, or otherwise dispose of its rights and obligations under this Agreement without the prior written consent of the City.

Sec. 11. Term.

(A) This agreement may be terminated at any time for Cause. "Cause" as used herein shall mean:

- (i) Either party's failure to abide by the terms of this agreement.
- (ii) Fire, Act of God, or other event which makes the Building unusable for its intended purpose.
- (iii) This Agreement or any portion thereof, being held by a Court of Competent Jurisdiction to be unenforceable.

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

(C) Upon termination, Center shall remove any of its' furniture or equipment without damaging the Building.

Sec. 12. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, commercial overnight courier, hand delivery or facsimile to the following:

To CITY:

Attn: MAYOR
107 West Main Street
Smithville, MO 64089

To the Center:

Attn:

All notices mailed by regular U.S. mail are effective 2 days after mailing.

Sec. 13. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action regarding this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within Clay County, Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive any objection to venue.

Sec. 14. Compliance with Laws. Center shall comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement and every action to be taken hereunder. Center shall not allow any alcohol within the Building. Center shall not allow any hazardous materials to be brought into the Building or stored in the Building.

Sec. 15. Waiver. Waiver by any party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the parties, and forbearance or indulgence by the parties in any regard whatsoever shall not constitute a waiver of same to be performed by the parties to which the same may apply and, until complete performance by the parties of the term, covenant or condition, the parties shall be entitled to invoke any remedy available to them under this Agreement or by law despite any such forbearance or indulgence.

Sec. 16. Rights and Remedies Cumulative and Not Exclusive. All rights and remedies granted to the parties herein and any other rights and remedies which the parties may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the parties may have exercised any remedy without terminating this Agreement shall not impair the parties' rights thereafter to terminate or to exercise any other remedy herein granted or to which each party may be otherwise entitled.

Sec. 17. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except by written amendment signed by the parties. No act, conversation or communication with any officer, agent or employee of City or the Center either before or after the execution of this Agreement, shall affect or modify any term or terminology of this Agreement and any such act, conversation or communication shall not be binding upon the parties.

Sec. 18. Severability of Provisions. Except as specifically provided in this Agreement, all the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 19. Representations and Warranties. City and the Center each certify that it has the power and authority to execute and deliver this Agreement, and to perform this Agreement in accordance with its terms.

Sec. 20. Conditions Precedent: This Agreement shall not be in effect unless and until it has been executed by City and the Center.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Smithville Senior Center

By: Diane Garmason
President

SMITHVILLE MISSOURI

By: _____
Mayor

ATTEST:

City Clerk



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1336, Special Request of Smithville Main Street District

REQUESTED BOARD ACTION:

A motion approving Resolution 1336, approving a special request for the Smithville Main Street District.

SUMMARY:

The public facility use policy allows the City to sponsor events if a written agreement is executed that describes the obligations between the parties, and if executed, removes the obligation for the group to reserve the facility or pay fees.

The Smithville Main Street district is requesting a waiver of fee for the use of Courtyard Park for the purpose of hosting the city-wide garage sale vendor spaces as a fundraiser and economic vitality event for the Smithville Main Street District. This event will be held on April 27 from 6:00 AM – 4:00 PM.

Sponsoring the event would waive the Courtyard Event fee of \$100 + \$200 Damage Deposit.

PREVIOUS ACTION:

The Board of Aldermen waived the special event fees for this organization in 2023.

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

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

RESOLUTION 1336

A RESOLUTION APPROVING A SPECIAL REQUEST FOR THE SMITHVILLE MAIN STREET DISTRICT

WHEREAS, the Smithville Main Street District has submitted an Event Application and has requested the City sponsor their event; and

WHEREAS, the City-Wide Garage Sale that will take place at the Courtyard on Saturday, April 27, 2024, from 6:00 AM – 4:00 PM; and,

WHEREAS, sponsoring the event would allow a waiver of the Courtyard Event Fee of \$100 + \$200 Damage Deposit.

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

THAT the City of Smithville agrees to sponsor the City-Wide Garage Sale that will take place at the Courtyard on Saturday, April 27, 2024, from 6:00 AM – 4:00 PM. City sponsorship of this event would allow a waiver of event rental fees and deposits.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Dear Council,

The Smithville Main Street district is requesting a waiver of fee for the use of the courtyard and stage in the downtown for the purpose of hosting the city wide garage sale vendor spaces as a fundraiser and economic vitality event for the Smithville Main Street District. This event will be held on April 27th.

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

Sarah Ulledahl
Vice President
Smithville Main Street District
816-866-4337



CITY OF SMITHVILLE
107 West Main Street
Smithville, MO 64089

Date Submitted 2/21
Application # 1
Date Approved 2/23

SPECIAL EVENT APPLICATION

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

1. EVENT INFORMATION:

Event Name: City Wide Garage Sale
Event Location: Courtyard Park Event Tier: Tier 1
Detailed event description (additional room on next page or sheet may be attached): Durning city wide garage sale, Smithville Main St. district would like to have vendor spots in the courtyard.
Estimated attendance: 250 total through out the day.
Event Date(s) and Times: 4-27-2024
Set up date/time: 6 am- 4pm Cleanup finished date/time: 4-27-24 4pm

2. APPLICANT / CONTACT INFORMATION:

Applicant(s)

Name: Sarah Ulledahl
Organization: Smithville Main St. District
Address: 107 E. Main Street
City, State, Zip: Smithville, Mo 64089

Phone: 816-866-4337 Fax: _____
Emergency #: _____
E-mail: sarah@smithvillemainstreetdistrict@gmail.com

Alternative Contact

Name: _____

Phone: _____

Property Owner(s), if not applicant or City

Name: _____
Organization: _____
Address: _____
City, State, Zip: _____

Phone: _____ Fax: _____

Emergency #: _____

E-mail: _____

Alternative Contact

Name: _____

Phone: _____

Detailed event description continued (Attach additional sheet if necessary): These spots may be
people who do not have a space at their home to set up a garage sale or vendors who want to set up a space.

3. EVENT TYPE:

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

5. SITE PLAN

Where do you plan to have your event? Courtyard Park: ☒ Other Public Property: _____

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

6. PARKING PLAN

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

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

7. PUBLIC INFORMATION:

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

 The surrounding businesses will be emailed and we have information meetings once a month.

8. CANCELLATION NOTICE:

How will you notify participants if your event is cancelled with 48 hours of event day? Explain (Attach additional sheet if necessary): _____

 We will email them.

9. SECURITY PLAN:

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

 Because of the nature of the event the crowd will be throughout the day and not all at once. This will create a natural crowd control affect. If we have an issue we will call Smithville PD.

10. RESTROOM PLAN:

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

Smithville Main Street will have volunteers check the restrooms throughout the event.

11. CLEAN UP PLAN:

Describe your clean-up plan, including trash removal and recycling containers. Specify if you would like to hire city staff support. (Attach additional sheet if necessary): _____

Smithville Main Street will have volunteers check for trash throughout the event.

We will also hold the vendors responsible to keep their spots clean and pick up after themselves.

12. FIRST AID PLAN:

Describe your First Aid Plan. (Attach additional sheet if necessary): _____

If there is an event that needs medical attention, we will defer to the professionals and keep documentation.

13. UTILITY CONNECTIONS

Do you want to have a utility connection/s at your event? Yes: _____ No: ☒ _____

If Yes: How Many Electric Pedestals? _____

If Yes: How Many Water Hookups? _____

Additional Utility Requests (Attach additional sheet if necessary): _____

14. ROADWAY AND PARKING LOT CLOSURES:

Will you require a roadway closure? Yes: _____ No: ☒ _____

If Yes: Explain (Attach additional sheet if necessary): _____

*If road barricades are needed, they can be rented by an outside business or locally from Jonny Viebrock 816-805-5949.
The City of Smithville does not set up road barricades.*

15. OTHER STAFF SUPPORT:

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

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

16. SIGNAGE:

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

If Yes: Attach a [Sign Permit Application](#)

17. SPECIAL ITEMS:

Are you serving alcohol?..... Yes: ____ No: ☒ (If Yes, see [the Alcohol Guidelines](#))

Are you having amplified music?..... Yes: ____ No: ☒ (If Yes, complete question 18 on [pg. 13](#))

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

18. AMPLIFIED SOUND / PERFORMANCE LIST

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

INSURANCE

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

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

SIGNATURE OF LEGALLY AUTHORIZED REPRESENTATIVE	Date
PRINTED NAME OF LEGALLY AUTHORIZED REPRESENTATIVE	TITLE

19. VENDORS:

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

VENDOR LIST:

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

VENDOR MAP

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

(May be depicted on site plan)

LEGAL

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

_____ Event coordinator _____ Date

CHECK LIST

Required Items	
	\$25 Special Event Application Fee.
	Correct Event Rental Fee Paid
	Completed Event Information, Application Contact Information, Event Type Sections
	Completed Site Plan Section
	Completed Parking Plan Section
	Completed Public Information and Cancellation Notice Sections
	Completed Security Plan
	Completed Restroom and Clean-Up Plan
	Completed First Aid Plan
Additional Items (If Needed)	
	Completed Roadway Closure Section.
	City Staff Request \$30.00/hour per staff member.
	Temporary Sign Application and Fee.
	Temporary Caterer's Permit. Please read the requirements for having alcohol at an event.
	Completed Performance Section
	Completed Vendor Section.
	City Police Request \$45.00/hour per officer (3 hours min.)
Due 7 Days before the Event	
	Additional Fees and other Requested Information

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

Helpful Phone Numbers	
Smithville Parks and Recreation 816-532-8130; parks@smithvillemo.org	Missouri Liquor Control 573-526-2769
Smithville Police Department and City Hall 816-532-3897	Clay County Health Department 816-595-4200

REQUIRED APPROVALS, IF APPLICABLE:

☐ **Parks and Recreation Director**

ΔApproved Date: _____ Conditions: _____

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

Δ Approved Date: _____ Conditions: _____

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

Date: _____ Conditions: _____

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

Date: _____ Conditions: _____

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

ΔApproved Date: _____ Conditions: _____

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

Date: _____ Conditions: _____

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

ΔApproved Date: _____ Conditions: _____



21City of Smithville, MO

Temporary Sign Permit Application
Smithville Code 400.485 – 400.540

TYPE OF SIGN:

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

PROPERTY INFORMATION:

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

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

DESCRIPTION OF SIGN

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

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

SIGNATURE

E-MAIL

PHONE NO.

Tempsignapp2013

TEMPORARY SIGN REGULATIONS

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

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

Fee Structure--Temporary Signs

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

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

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



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Development

AGENDA ITEM: Resolution 1337, Site Plan Approval – 208 West Richardson Street

REQUESTED BOARD ACTION:

A motion to approve Resolution 1337, authorizing site plan approval for construction of a 10,000 ft² Flex-Use facility at 208 West Richardson Street.

SUMMARY:

The applicant submitted a site plan application for construction of a new strip center for flex-uses to provide space(s) for small growing businesses to include potential contractors, small sales offices and similar businesses at 208 West Richardson Street just east of the Post Office.

The Richardson Street Plaza development has an approved preliminary stormwater plan. The applicant must submit a final stormwater plan that will finalize the construction details, and verify all elevations prior to completion as is our standard. The proposal meets the applicable building design and coloration requirements, includes a significant stormwater detention basin, a substantial landscape plan focused on the street facing lot and is in full compliance.

After review at the March 12, 2024, Planning Commission meeting, the Commission recommended approval of the site plan as described in the staff report.

PREVIOUS ACTION:

Richardson Street Plaza subdivision was approved by Resolution 1004 on December 2, 2021.

POLICY ISSUE:

Complies with Codes

FINANCIAL CONSIDERATIONS:

None anticipated.

ATTACHMENTS:

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

RESOLUTION 1337

A RESOLUTION AUTHORIZING SITE PLAN APPROVAL FOR CONSTRUCTION OF A 10,000 FT² FLEX USE STRIP CENTER AT 208 WEST RICHARDSON STREET

WHEREAS, the applicant submitted plans for construction of a new building to be located at 208 West Richardson Street; and

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

WHEREAS, the Planning Commission recommends approval of the site plan at 208 West Richardson as described in the Staff Report.

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

**THAT THE SITE PLAN APPLICATION FOR A NEW FLEX-USE STRIP
CENTER AT 208 WEST RICHARDSON STREET.**

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



STAFF REPORT
March 8, 2024
Site Plan Review of Parcel Id #05-802-00-01-015.00

Application for a Site Plan Approval

Code Sections:
400.390 – 400.440 Site Plan Approval

Property Information:

Address: 208 W. Richardson St.
Owner: KC Properties & Investments LLC
Current Zoning: B-3P

Application Date: January 31, 2024

GENERAL DESCRIPTION:

Applicant seeks to obtain site plan approval for a 10,000 square foot building on lot 1 of Richardson Street Plaza subdivision. Lot 1 has conceptual plan approval for two buildings totaling 12,500 square feet. Applicant seeks to adjust the building from two to one, and reduce the total square footage down to 10,000. The proposal would consist of 8 - 1,250 ft² units, each with a regular entry door and one overhead door. The use design is to match the properties to the west of the building, as well as south of the building (NRAD).

Section 400.410 Standard of Review

1. The extent to which the proposal conforms to these regulations.
Meets the site plan standards
2. The extent to which the development would be compatible with the surrounding area.
Matches the buildings to the west substantially and provides a buffer from the industrial uses further west.

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

The subdivision was created and approved in accordance with the Overlay district process to create the B-3P zoning.

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

Complies fully.

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

The layout includes stormwater detention as approved with the conceptual plan.

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

Complies.

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

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

On-site views have historically been sucker brush and weeds.

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

The site is vacant, unkempt land that was completely cleared in 2008, so no valuable natural resources existed.

c. Minimize any adverse flood impact;

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

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

All area is fill, so engineers will adjust footings based upon the soil types.

e. Minimize any adverse environmental impact; and

No adverse environmental impact is known. All lots in the development drain into an unusable area owned by the developer and is fully vegetated to reduce any water flow and capture any sediments before entering any waterway.

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

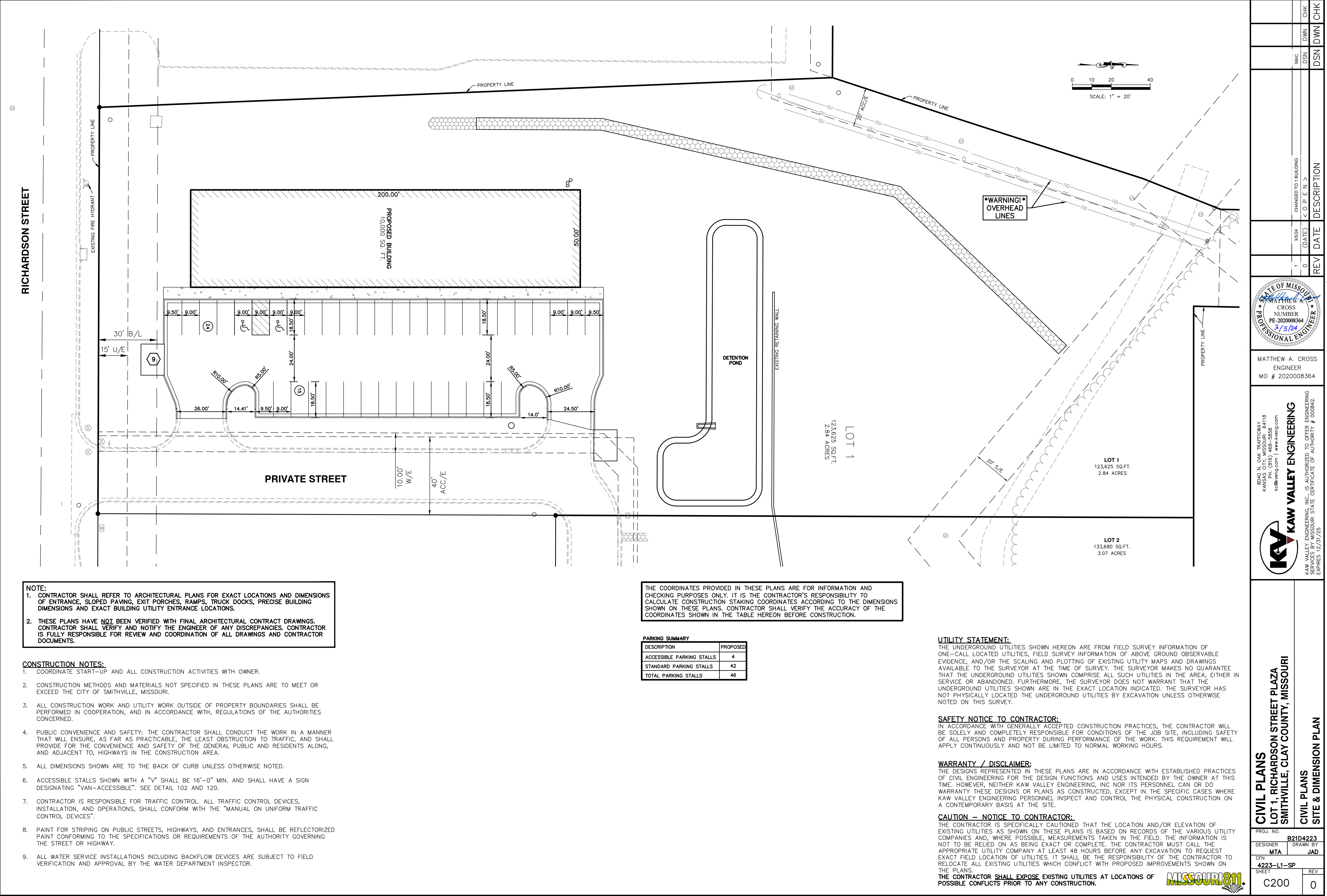
All utilities are available on site.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Site Plan with the condition that no permit shall issue until approval of the final design plans of the stormwater detention basin to be contained within the construction plans..

Respectfully Submitted,

S/Jack Hendrix/S
Director of Development



NOTE:
1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRANCE, SLOPED PAVING, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
2. THESE PLANS HAVE NOT BEEN VERIFIED WITH FINAL ARCHITECTURAL CONTRACT DRAWINGS. CONTRACTOR SHALL VERIFY AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES. CONTRACTOR IS FULLY RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND CONTRACTOR DOCUMENTS.

- CONSTRUCTION NOTES:**
- COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
 - CONSTRUCTION METHODS AND MATERIALS NOT SPECIFIED IN THESE PLANS ARE TO MEET OR EXCEED THE CITY OF SMITHVILLE, MISSOURI.
 - ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION, AND IN ACCORDANCE WITH, REGULATIONS OF THE AUTHORITIES CONCERNED.
 - PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL ENSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG, AND ADJACENT TO, HIGHWAYS IN THE CONSTRUCTION AREA.
 - ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 - ACCESSIBLE STALLS SHOWN WITH A "V" SHALL BE 16'-0" MIN. AND SHALL HAVE A SIGN DESIGNATING "VAN-ACCESSIBLE". SEE DETAIL 102 AND 120.
 - CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL. ALL TRAFFIC CONTROL DEVICES, INSTALLATION, AND OPERATIONS, SHALL CONFORM WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
 - PAINT FOR STRIPING ON PUBLIC STREETS, HIGHWAYS, AND ENTRANCES, SHALL BE REFLECTORIZED PAINT CONFORMING TO THE SPECIFICATIONS OR REQUIREMENTS OF THE AUTHORITY GOVERNING THE STREET OR HIGHWAY.
 - ALL WATER SERVICE INSTALLATIONS INCLUDING BACKFLOW DEVICES ARE SUBJECT TO FIELD VERIFICATION AND APPROVAL BY THE WATER DEPARTMENT INSPECTOR.

THE COORDINATES PROVIDED IN THESE PLANS ARE FOR INFORMATION AND CHECKING PURPOSES ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CALCULATE CONSTRUCTION STAKING COORDINATES ACCORDING TO THE DIMENSIONS SHOWN ON THESE PLANS. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE COORDINATES SHOWN IN THE TABLE HEREON BEFORE CONSTRUCTION.

PARKING SUMMARY	
DESCRIPTION	PROPOSED
ACCESSIBLE PARKING STALLS	4
STANDARD PARKING STALLS	42
TOTAL PARKING STALLS	46

UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES, FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

SAFETY NOTICE TO CONTRACTOR:
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

WARRANTY / DISCLAIMER:
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER KAW VALLEY ENGINEERING, INC NOR ITS PERSONNEL CAN OR DO WARRANTY THESE DESIGNS OR PLANS AS CONSTRUCTED, EXCEPT IN THE SPECIFIC CASES WHERE KAW VALLEY ENGINEERING PERSONNEL INSPECT AND CONTROL THE PHYSICAL CONSTRUCTION ON A TEMPORARY BASIS AT THE SITE.

CAUTION - NOTICE TO CONTRACTOR:
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AT LOCATIONS OF POSSIBLE CONFLICTS PRIOR TO ANY CONSTRUCTION.

PROJ. NO. B21D4223

DESIGNER MTA

CFN 4223-L1-SP

SHEET C200

DRAWN BY JAD

REV 0

CIVIL PLANS

LOT 1, RICHARDSON STREET PLAZA

SMITHVILLE, CLAY COUNTY, MISSOURI

CIVIL PLANS

SITE & DIMENSION PLAN

STATE OF MISSOURI

MATTHEW A. CROSS

CROSS NUMBER

PE-2020008364

3/5/24

PROFESSIONAL ENGINEER

MATTHEW A. CROSS

ENGINEER

MO # 2020008364

8040 N. OAK TRAILWAY

KANSAS CITY, MISSOURI 64118

kc@kvweng.com | www.kvweng.com

KAW VALLEY ENGINEERING

KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842.

EXPRES 12/31/25

MAC

DSN

CHK

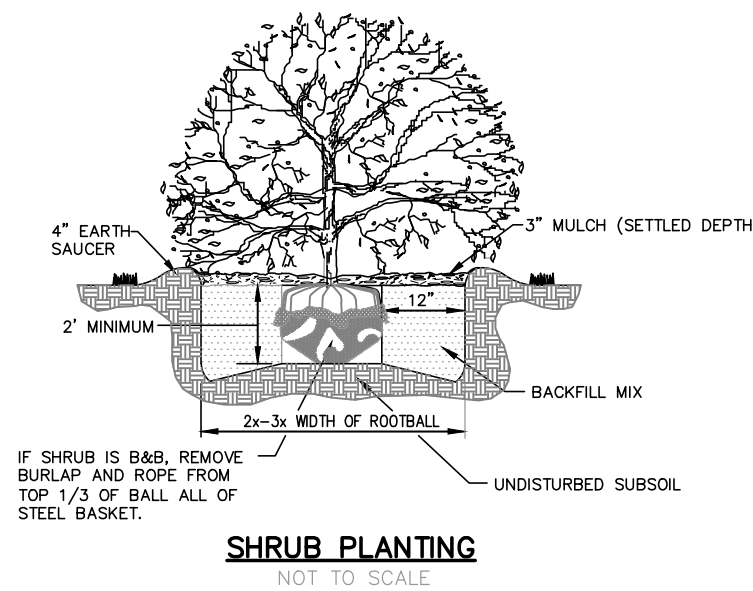
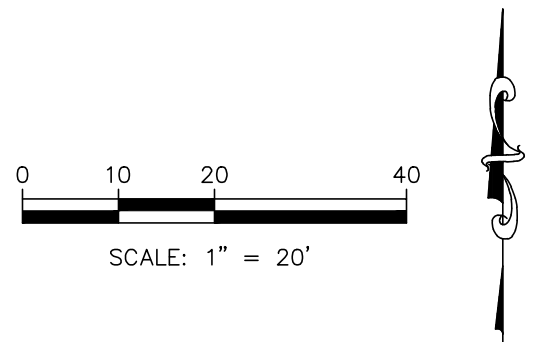
CHK

CHANGED TO 1 BUILDING

< O.P.E.N >

DATE

DESCRIPTION



LANDSCAPE REQUIREMENTS									
(SECTION 400.435 LANDSCAPING AND BUFFERING REQUIREMENTS)									
BUFFER ZONES	REQUIRED			EXISTING			PROVIDED		
	SHADE	ORN.	SHRUBS	SHADE	ORN.	SHRUBS	SHADE	ORN.	SHRUBS
NORTH *				*					
West - Building (250')	4	4	4				4	3	0
STREET LANDSCAPING									
Richardson-Building (50'/75') ((50'/40')*3)	1		5				1		5
Richardson-Parking (60'/75')		1	CONTINUOUS					2	CONTINUOUS

PLANT SCHEDULE				
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE/REMARKS
TREES				
CSM	4	ACER SACHARUM 'AUTUMN SPLENDOR'	CADDO SUGAR MAPLE	2" CAL. B&B
RO	5	QUERCUS RUBRA	RED OAK	2" CAL. B&B
SSC	5	MALUS 'SPRING SNOW'	SPRING SNOW CRAB	1.5" CAL. B&B
SHRUBS/GRASSES/GROUNDCOVER				
DY	10	TAXUS x MEDIA 'DENSIFORMIS'	DENSIFORMIS YEW	24" HT
SGJ	9	JUNIPEROUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	24" HT



SHANE CREES

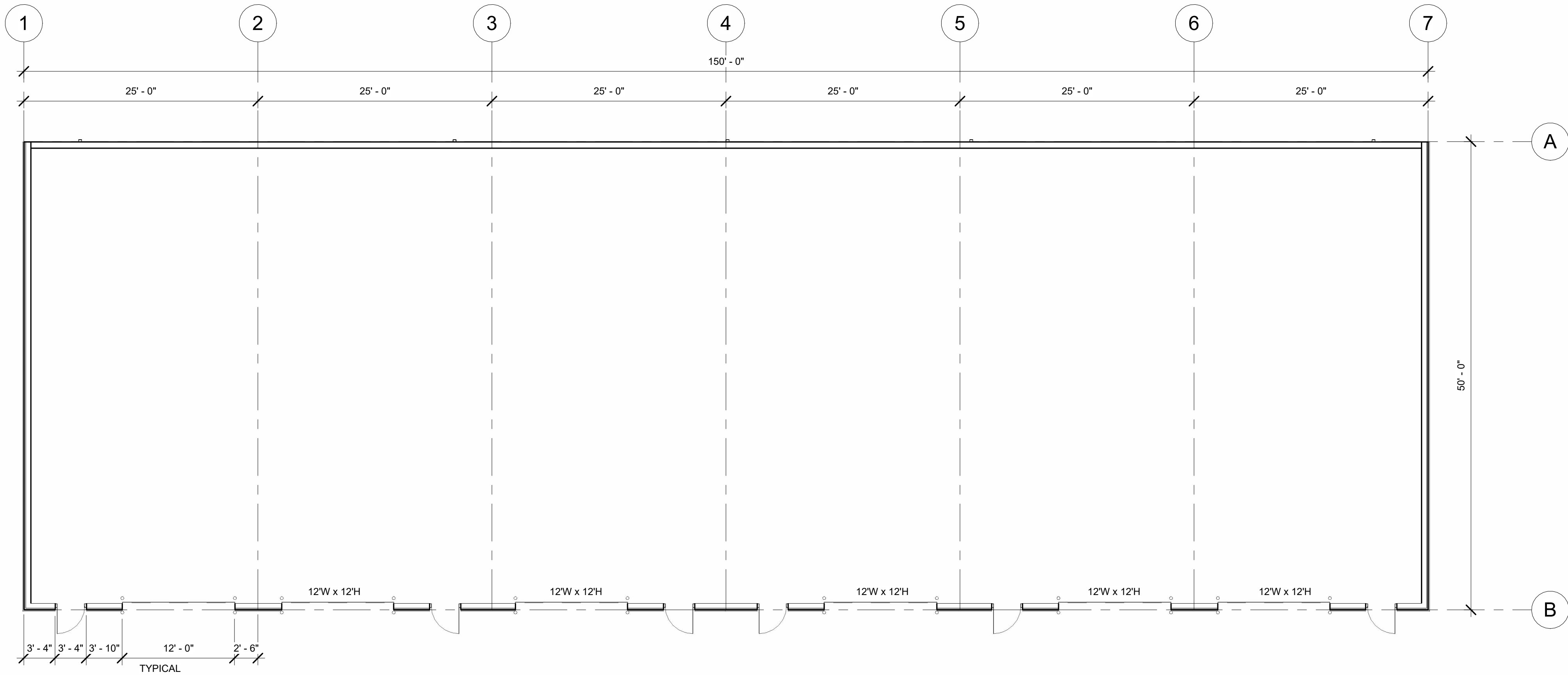
208 W. RICHARDSON STREET, SMITHVILLE, MO

01.30.2024

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① Floor Plan
1/8" = 1'-0"



scharhag
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NEW BUILDING FOR

SHANE CREES

208 W. RICHARDSON STREET, SMITHVILLE, MO

J. Jeffrey Schroeder Mo. License A-4226
Herman Scharhag Co., Arch. Cert. of Authority A-22

No.	Description	Date
Revision Schedule		

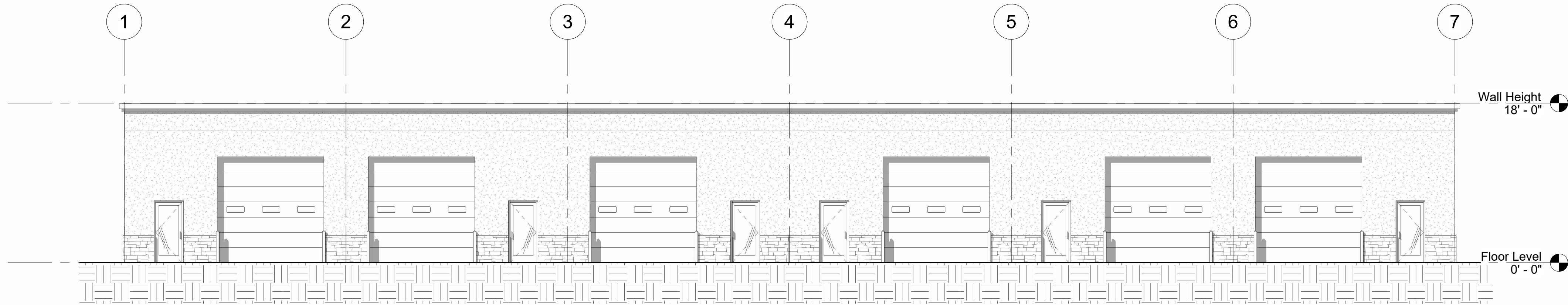
Floor Plan

Project number	2575
Date	01.30.2024

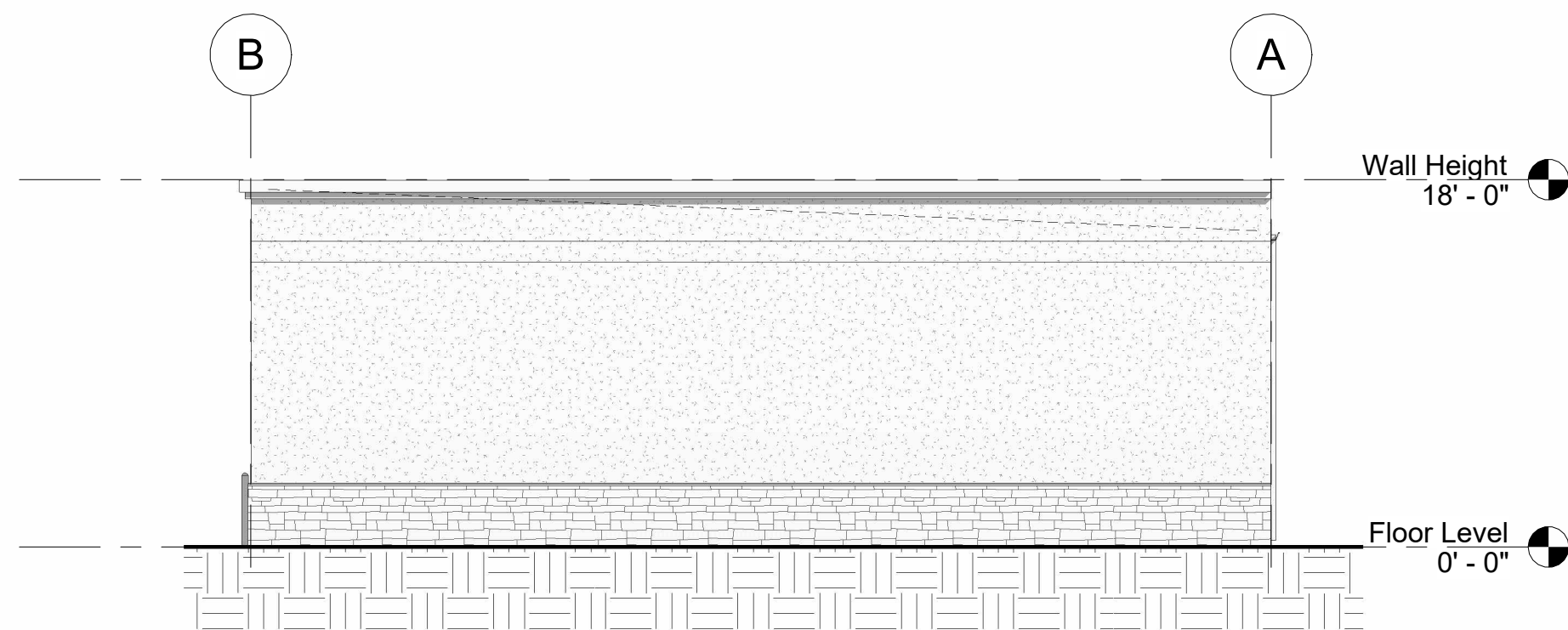
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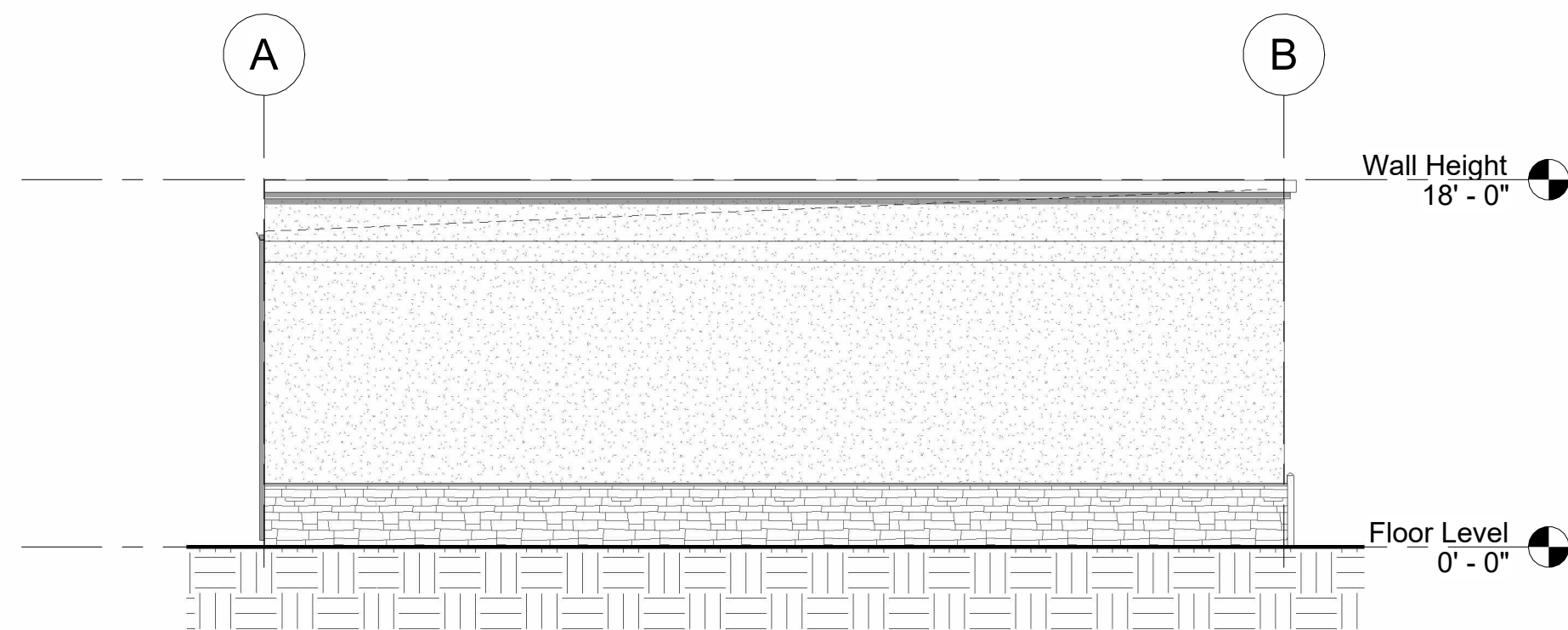
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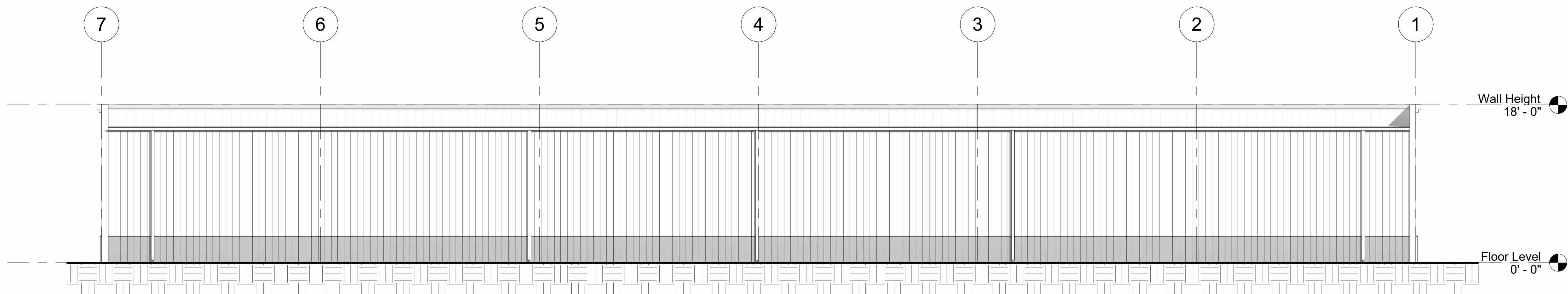
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2 North Elevation
1/8" = 1'-0"



3 South Elevation
1/8" = 1'-0"



4 West Elevation
1/8" = 1'-0"

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NEW BUILDING FOR
SHANE CREES
208 W. RICHARDSON STREET, SMITHVILLE, MO

J. Jeffrey Schroeder Mo. License A-4226
Herman Scharhag Co., Arch. Cert. of Authority A-22

No.	Description	Date
Revision Schedule		

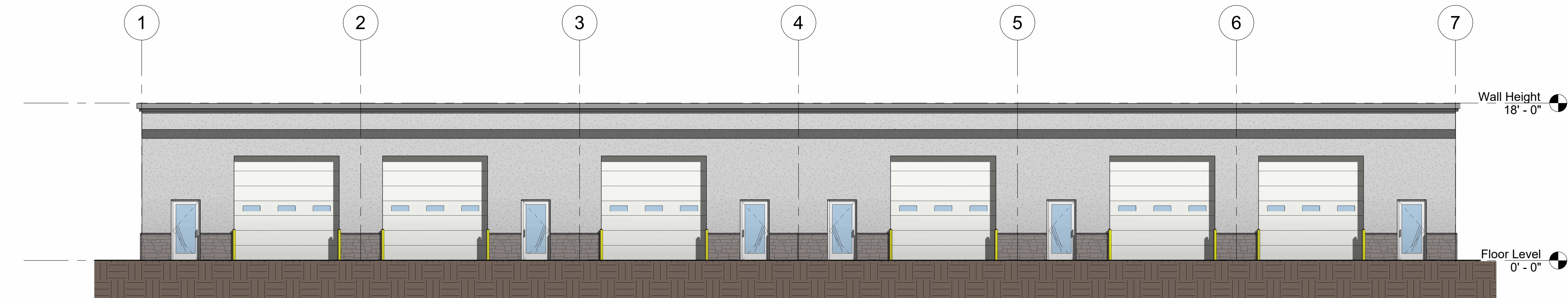
Elevations

Project number 2575
Date 01.30.2024

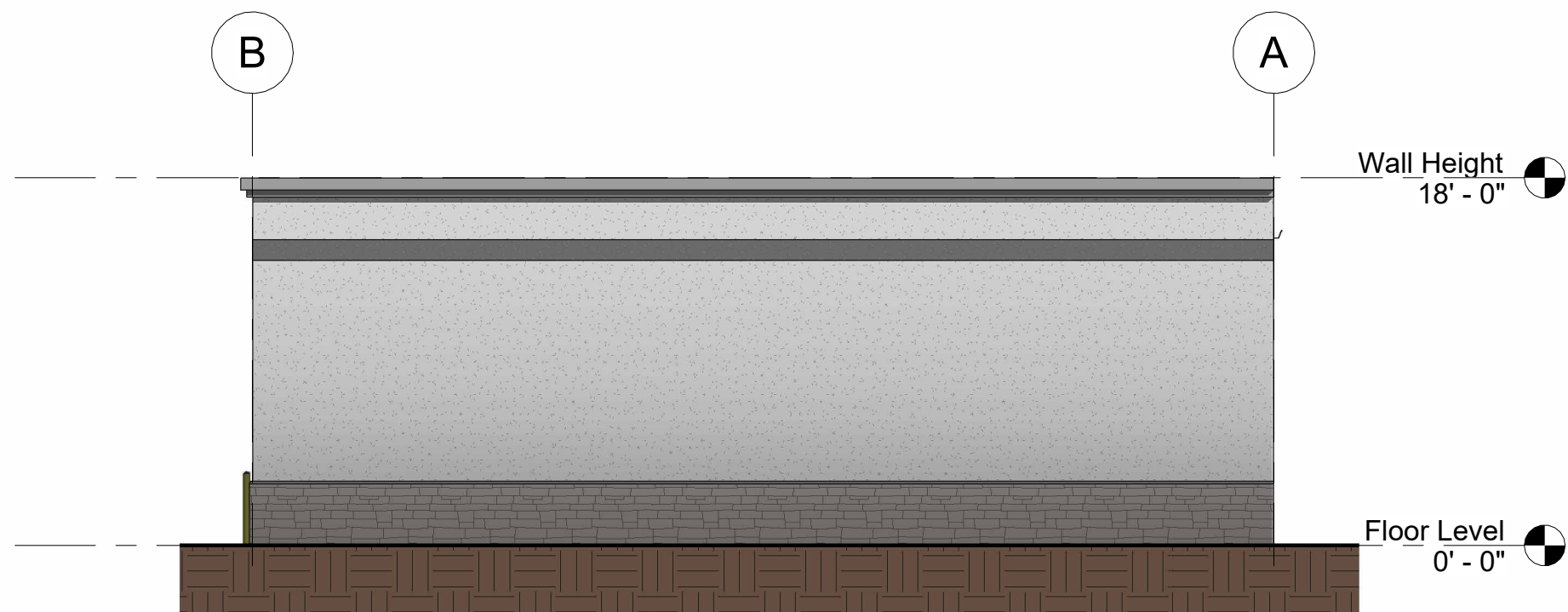
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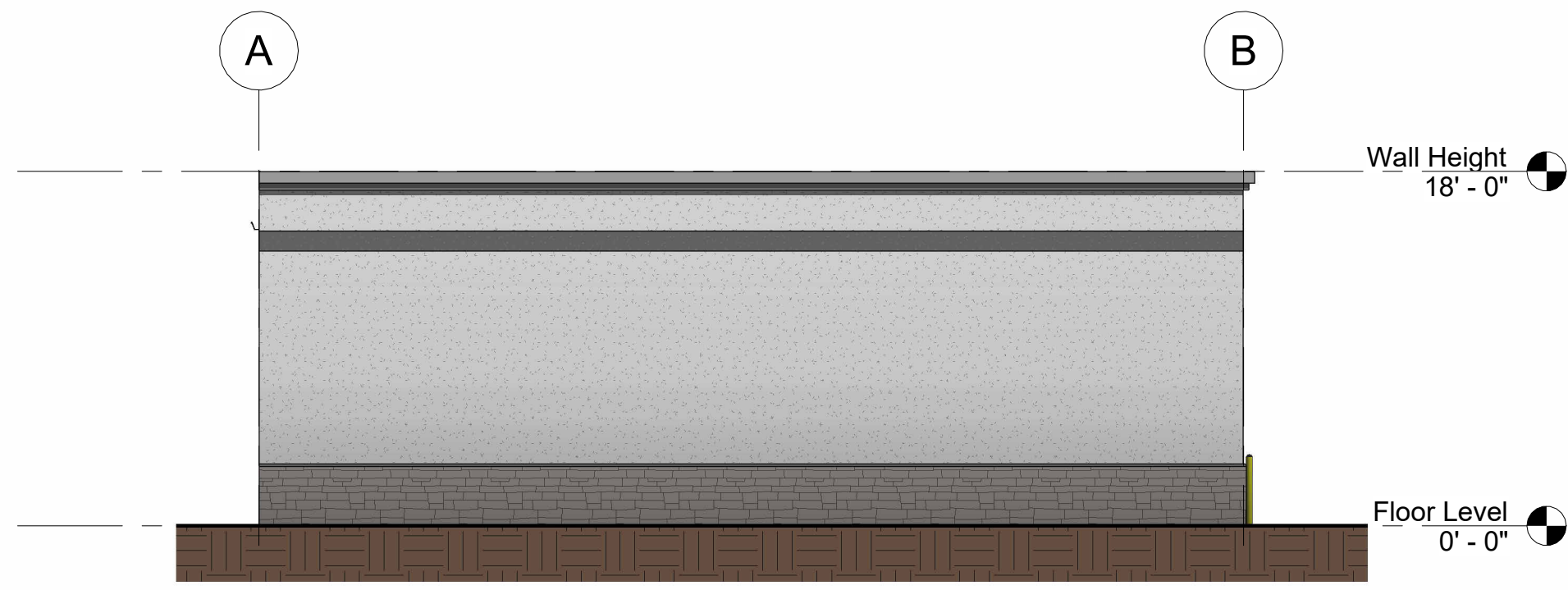
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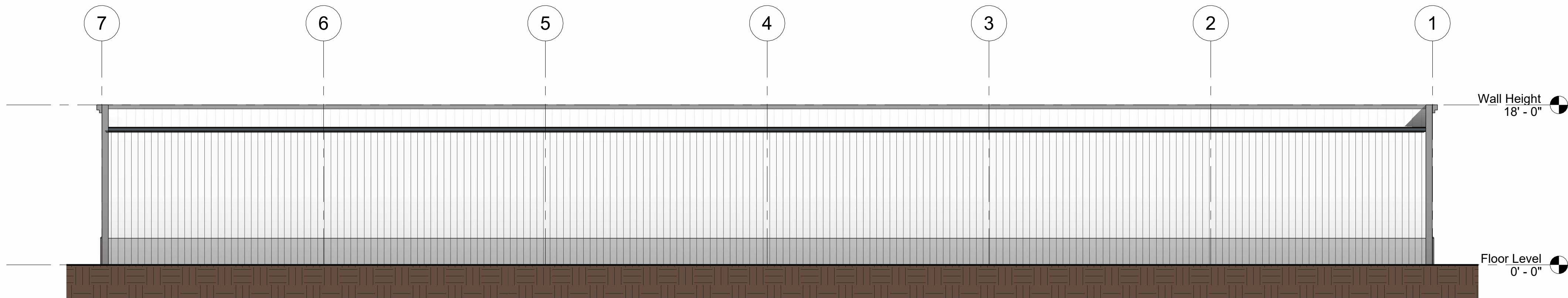
① East Elevation Color
1/8" = 1'-0"



② North Elevation Color
1/8" = 1'-0"



③ South Elevation Color
1/8" = 1'-0"



④ West Elevation Color
1/8" = 1'-0"

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NEW BUILDING FOR
SHANE CREES
208 W. RICHARDSON STREET, SMITHVILLE, MO

J. Jeffrey Schroeder Mo. License A-4226
Herman Scharhag Co., Arch. Cert. of Authority A-22

No.	Description	Date
Revision Schedule		

Colored
Elevations

Project number 2575
Date 01.30.2024

A202

Scale 1/8" = 1'-0"

1/31/2024 9:33:55 AM



Board of Aldermen Request for Action

MEETING DATE: 3/19/2024

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1338, City Administrator Employment Agreement

REQUESTED BOARD ACTION:

Motion to Approve Resolution 1338, authorizing the Mayor to execute an updated employment agreement with Cynthia Wagner for the position of City Administrator.

SUMMARY:

This Resolution approves an updated agreement with Cynthia Wagner for services as City Administrator based on a performance review conducted March 6, 2024 by the Board of Aldermen. The updated Employment Agreement incorporates the following changes:

- Increases annual compensation by 4%.
- Reduces severance if terminated without cause from 24 to 12 months.
- Doubles severance if employee is terminated within four months following a change in membership of the Board of Aldermen.

PREVIOUS ACTION:

Original agreement adopted in April 2018 was amended in April 2019, July 2020, April 2021, April 2022 and April 2023.

POLICY ISSUE:

None.

FINANCIAL CONSIDERATIONS:

FY2023 Budget includes compensation increases for all employees.

ATTACHMENTS:

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

RESOLUTION 1338

AN RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN UPDATED EMPLOYMENT AGREEMENT WITH CYNTHIA WAGNER FOR THE POSITION OF CITY ADMINISTRATOR.

WHEREAS Cynthia Wagner and the City of Smithville, Missouri desire to amend the employment agreement between the parties; and

WHEREAS Exhibit A attached hereto is a true and accurate copy of the newly modified and agreed Employee contract between Cynthia Wagner and the City of Smithville. Said **Exhibit A** is incorporated herein by reference as if more fully set forth verbatim.

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

THAT BE IT RESOLVED BY THE CITY OF SMITHVILLE, MISSOURI THAT THE MAYOR IS AUTHORIZED AND DIRECTED TO EXECUTE ON BEHALF OF THE CITY THE EMPLOYMENT AGREEMENT WITH CYNTHIA WAGNER FOR THE POSITION OF CITY ADMINISTRATOR IN THE FORM OF THE AGREEMENT ATTACHED HERETO AS EXHIBIT A WHICH IS INCORPORATED HEREIN BY REFERENCE AS IF MORE FULLY SET FORTH VERBATIM.

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

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

RESOLUTION EXHIBIT A

CITY OF SMITHVILLE, MISSOURI EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY ADMINISTRATOR

This Agreement is made and entered into this 19th day of March 2024, between the City of Smithville, Missouri (hereinafter called "City" or "Employer"), and Cynthia Wagner (hereinafter called Employee), pursuant to these terms and conditions:

1. Whereas the City wishes to continue the employment of Cynthia Wagner as City Administrator of the City of Smithville Missouri; and
2. Whereas the CITY first employed Employee on April 17, 2018 and executed a contract which provided certain procedures, benefits and requirements regarding the employment of EMPLOYEE by the City; and
3. Whereas there have been several modifications of Employee's contract since that time in accord with the Employee's previous positive annual performance reviews. After this year's performance review, the City wishes to update Employee's contract and the Employee wishes to accept continued employment as City Administrator of said City under the terms and conditions recited herein. Rather than create additional modifications of the Original Contract, the City and the Employee have agreed to ratify the terms of her continued employment in one document. Therefore, the City and Employee agree this Employment Agreement supersedes all previous Agreements between the parties.

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

I. TERM

1.1 EMPLOYEE shall be employed as City Administrator of the City of Smithville Missouri for an indefinite term in accordance with Section 105.020 of the City Code of Ordinances. It is the intent of the parties that Employee's continued employment as City Administrator is subject to an annual performance review to be conducted at or near the anniversary date of Employee's commencement of duties under this Agreement.

II. EMPLOYMENT STATUS AND HOURS

2.1 It is expected that the EMPLOYEE will exercise her full and best efforts in her employment hereunder and will work a minimum of forty (40) hours per week or as otherwise necessary to complete the duties set forth in Section III of this Agreement. Except as allowed for vacation, sick leave, holiday or compensatory time off, Employee is generally expected to be accessible to the Employer and other employees during normal

office hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule subject to the Employer's expectations. It is agreed and understood that EMPLOYEE is exempt from the overtime provisions of the Fair Labor Standards Act and is not eligible for overtime or compensatory time off. Employee shall be available to perform all duties during normal business hours, as well as attend all meetings scheduled outside the regular business hours, unless the Mayor has approved such absence.

III. DUTIES

3.1 Employee shall perform such duties and have such powers as are set out in Section 105.030 (or as hereinafter amended) of the City Ordinances and as provided for in any adopted job description. At no time shall the duties and powers of the position of City Administrator supersede action by the Mayor and Board of Aldermen.

IV. COMPENSATION

4.1 City agrees to pay Employee as compensation for the duties to be performed under this Agreement the base salary of One Hundred Sixty-Nine Thousand Five Hundred Twenty Dollars (\$169,520) per year, to be payable in 26 equal payments at the time, and as a part of the regular payroll of the City, and subject to all such lawful deductions for payment to employees of the City.

V. FRINGE BENEFITS/ ADDITIONAL COMPENSATION:

5.1 Sick and Vacation Leave. In accordance with the Employee Handbook, Employee shall retain all (if any) currently accrued vacation and sick leave. Henceforth, Employee shall accrue vacation and sick leave at the highest accrual rate for any Employee provided in the Employee Handbook, regardless of years of service. The Employee shall further be entitled to five days of "personal/executive leave" on an annual basis calculated from the employment anniversary of April 16. This leave is on a "use it or lose it" basis, accrued on each anniversary date. If the leave is not used within the employees employment calendar year (April 16) the Employee is not entitled to accrue the "personal/executive leave" or receive cash for it. In addition to the above, Employee shall be entitled to all other leaves granted employees of the City and contained in Employer's Personnel Manual.

5.2 In Lieu of Health Insurance. Employee Represents that she has health Insurance through another source and wishes to decline all Health, Dental or Vision Insurance through the current Plans in place by the City on such terms and conditions as is available for all other employees of the City. The City will pay Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) per year, to be payable in 24 equal payments (two

per month) to Employee's IRS 457 plan subject to all applicable rules and regulations in lieu of the City providing Employee any Health, Dental or Vision insurance.

5.3 Retirement: The City agrees, as a part of the compensation to Employee, that it will make contributions to LAGERS on behalf of the Employee, and Employee will also make contributions to such plan in accordance with the agreement with LAGERS for the retirement of all employees.

5.4 Vehicle Allowance: In addition to the moneys paid as salary, the City agrees to pay Employee an additional sum for a car allowance in the amount of Forty-Five Hundred (\$4,500.00) per year to be payable in 26 equal payments in accordance with the current payroll procedures for these payments, to be used as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Consideration shall be given on an annual basis to adjust the monthly allowance dependent upon changes in travel demands and routine vehicle fuel and maintenance costs. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Kansas City area, subject to current policy for travel reimbursement that applies to all other employees. Travel to and from Employee's home outside the City of Smithville to the City shall not be eligible for reimbursement.

5.5 Life Insurance: EMPLOYEE shall be entitled to Life Insurance to the extent made available to other City employees.

5.6 Other Insurance: EMPLOYEE shall be entitled, on such terms and conditions as is available to any other employee of the City, to participate in other Insurance programs made available through the City, which may be at EMPLOYEE'S expense.

VI. OUTSIDE ACTIVITIES

6.1 The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities, subject to approval by the Employer, with the understanding that such arrangements shall not interfere with Employee's responsibilities under this Agreement. Employee shall disclose all such engagements to the Employer.

VII. BOND

7.1 The City shall pay the premium for a bond for Employee as required by Code Section 105.040.

VIII. PROFESSIONAL ASSOCIATIONS/TRAINING

8.1 Employee agrees to join and reasonably participate at City Expense, the Smithville Chamber of Commerce, Smithville Lyons Club and the Smithville Rotary Club.

8.2 The City shall pay any such dues or fees for professional organizations, certifications and conferences, or training seminars, which are preapproved by the Mayor and subject to such fees being included in the General Fund Budget as approved by the Board.

IX. PERFORMANCE AND REVIEW

9.1 The City and Employee agree that they will meet and set out definitive goals and objectives at the beginning of Employee's performance of her duties under this Agreement and may, from time to time amend such goals and objectives. Both agree that at Employee's anniversary date the City will perform a review of Employee's performance based upon those goals and objectives. After completion of such performance review, the City may increase the base salary to an amount the Mayor and Board deem appropriate. It is expressly declared that any cost-of-living adjustments or raises included in the budget for all regular employees do not apply to this Agreement. It is the intent of the parties to make any and all salary adjustments to the base pay hereunder after such performance review process is completed.

X. TERMINATION

10.1 At Will Employment Status: It is agreed and understood that the employment relationship is at will and may be terminated by either party with or without "Cause" (as defined below) and with or without notice, except as provided herein. Under this Agreement, there is no contractual right to employment for a definite period. Accordingly, either party may terminate the employment relationship at any time.

10.2 City Termination for Cause: In the event the Employer terminates Employee's employment for Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). In the event of a termination for Cause, the severance benefit described in the Section 11 of this Agreement will not be available to Employee. "Cause" means:

- (a) Employee is convicted of any illegal act involving moral turpitude; or

(b) The conviction of any felony, or for engaging in any unethical conduct as described in the ICMA' Code of Ethics, and/or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply.

10.3 City Termination without Cause: In the event the Employer terminates Employee's employment without Cause, Employer agrees to pay Employee any wages earned up to the effective date of termination, as well as applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). The Employer also agrees to pay, in exchange for a full release, the severance benefit described in Section 11 of this Agreement. Vacation and sick leave do not accrue after the termination date. The Employer's contributions to life insurance premiums cease at the time of termination. Eligibility and reimbursement for continued participation in the Employer's group health insurance plan shall be as described in Section 11. If Employee is indicted or formally charged by any state or the United States with any such act or crime as described in paragraph 10.02 above, or if Employee is charged with a violation of ICMA' Code of Ethics, or any Code of Ethics hereinafter adopted by the City applicable to all employees, or for failing to comply with any material term or condition of this Agreement or the willful refusal to follow lawful directions from the Employer after given a reasonable time to comply and if her employment is thereby terminated, the Employer shall not be obligated to pay Employee any severance pay as set forth in Section XI unless and until the matter is resolved in favor of the Employee. In the event that the Mayor, after first being authorized by the Board of Aldermen, offers to permit Employee to resign in lieu of termination, such resignation will constitute a termination without Cause under this Employment Agreement. In such event, the Mayor will provide Employee with a written request to resign in lieu of termination which request shall acknowledge that the Employee shall receive the same compensation as she would be entitled to receive if terminated without Cause, as set forth in Section 11.2

10.4 Employee Termination: The Employee may terminate this Agreement and her employment with the Employer by providing a thirty (30) day written notice. In this circumstance, the severance benefit described in Section 11 of this Agreement will not be available to Employee. The Employee will be paid any accrued and unused/unpaid benefits in accordance with Employer's Personnel Manual (subject to applicable restrictions or caps), except that accrued but unused/unpaid benefits will be withheld and not paid if the thirty (30) day written notice is not provided by Employee.

10.05 Return of City Property. All records, patents, trademarks, business plans, financial statements, manuals, memoranda, lists and other property delivered to or compiled by Employee by or on behalf of the City, which pertain to the business of the City shall be and remain the property of the City and be subject at all times to its discretion and control thereof. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or

future plans of the City which is collected by Employee shall be delivered promptly to the City without request by it upon termination of Employee's employment.

XI. SEVERANCE

11.1 So long as Employee is entitled to severance as provided in this Agreement and provided Employee signs a standard Severance Agreement and Release of All Claims:

11.2 Severance Pay: City will continue payment to the Employee as set forth herein.

(a) Other than as may be modified in ¶11.2(c), the severance pay is a benefit equal to Twelve (12) Months of salary as set forth in paragraph 4.1. If entitled to severance pay, the EMPLOYEE shall also be compensated for all accrued but unused vacation and sick leave (subject to any restrictions or caps set forth in Employer's Personnel Manual, as amended from time to time). Severance pay shall not include any unaccrued amounts due under paragraphs 5.1 through 5.6 of this Agreement.

(b) This severance benefit shall be paid in a lump sum unless otherwise agreed. Employer shall be entitled to withhold from said payments all amounts required to be withheld pursuant to applicable law. The amounts due under this section shall be paid within thirty (30) days of the date of termination, provided, however, that in the event the provisions of the Older Workers Benefit Protection Act apply to this Employee (i.e., she is forty (40) years of age or older at the time of termination), she shall not be paid until the first regular payday following the expiration of the applicable consideration period and the seven (7) day revocation period.

(c) The City and Employee acknowledge that the Employee works at the direction of an elected governing body whose membership can change. The City and Employee agree that she should have an opportunity to perform her duties after a change in the membership of the governing body so that officials new to office may adequately evaluate her performance. Accordingly, if the Employee is terminated without cause within One Hundred Twenty (120) Days after any new member of the Board of Aldermen is sworn into office, the Twelve Months of Salary set forth in ¶11.2(a) of this Agreement shall be increased to Twenty-Four (24) Months.

XII. INDEMNIFICATION

12.1 To the extent permitted by applicable law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or

resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Administrator, unless the act or omission involved intentional, willful or wanton conduct or criminal action. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals. The Employer shall indemnify Employee, to the extent permitted by law, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties and occurring within the course and scope of her employment unless the act or omission involved intentional, willful or wanton conduct or criminal action.

12.2 Employee recognizes that Employer shall have the absolute right to compromise any and all claims.

12.3 To the extent permitted by applicable law, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer, resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties as City Administrator, unless such act involved willful or wanton conduct or criminal action. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending. Further, if no longer employed by Employer, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

XIII. APPLICABLE LAW, JURISDICTION AND VENUE

13.1 The terms of this Agreement are subject to and shall be interpreted and enforced pursuant to the laws of the State of Missouri. Any action in regard to the content or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. The parties submit to the Jurisdiction of the courts of the State of Missouri and to venue in Clay County.

XIV. NOTICES

14.1 Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Mayor, City of Smithville Missouri 107 W. Main Street Smithville, MO 64089. Notice to Employee shall be sent to the Employee at 8244 Primrose Street DeSoto Kansas 66018. Either party may designate such other Person and/or delivery address from time to time by written Notice. Alternatively, notice required pursuant to this Agreement may be personally served in the

same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

XV. GENERAL PROVISIONS

15.1 Integration. This Agreement and the Municipal Code of the City of the City of Smithville, Missouri, including the Employer's Employee Handbook/Personnel Manual (which may be amended by the Employer pursuant to the terms of the Handbook or Manual) , current policy or other law, except when in conflict with this Agreement, sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

15.2 Condition Precedent: This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Employment Agreement Contract.

15.2 Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as her heirs, assigns, executors, personal representatives and successors in interest.

15.3 Effective Date. This Agreement shall become effective after the Condition Precedent as set forth in paragraph 15.2 has been satisfied and all parties have executed this Agreement

15.4 Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

15.6 Entire Agreement: This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes, cancels, and merges all Agreements, negotiations, commitments, writings, and discussions between them as to the subject prior to the date of the execution of this Agreement. No modifications to this Agreement shall be binding on either party unless such modifications are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first written above.

THE CITY OF SMITHVILLE

By: _____
Damien Boley, Mayor

EMPLOYEE

By: _____
Cynthia Wagner