



# Board of Alderman Request for Action

**MEETING DATE:** 7/7/2026

**DEPARTMENT:** Police Department

**AGENDA ITEM:** Resolution 1592 - Police Employment Agreements

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## **REQUESTED BOARD ACTION**

A motion to approve the Resolution 1592, authorizing the City Administrator to execute Recruitment Reimbursement Agreements for POST-certified Police Officers and prospective Police Recruits.

## **SUMMARY**

The proposed resolution authorizes the City Administrator to execute employment-related recruitment reimbursement agreements with POST-certified police officer candidates and prospective police officer candidates.

The purpose of these agreements is to protect the City's investment in the recruitment, hiring, training, and onboarding of police department employees. These costs may include academy tuition, hiring expenses, field training expenses, recruitment incentives, and non-recoverable equipment.

Under the terms of the agreements, employees who separate from employment prior to completing the required service period may be responsible for reimbursing the City for the designated amount. The reimbursement obligation is prorated over a 36-month period and would be repaid monthly, as outlined in the applicable agreement.

Approval of this resolution allows the City to continue recruiting both POST-certified officers and prospective police recruits while establishing a formal process to recover certain costs if an employee does not complete the required three-year service obligation.

## **PREVIOUS ACTION**

The City has previously authorized recruitment and hiring efforts for Police Department personnel. This resolution formalizes the use of reimbursement agreements related to certain recruitment, hiring, training, incentive, and equipment costs associated with POST-certified police officers and prospective police officers.

## **POLICY OBJECTIVE**

N/A

## **FINANCIAL CONSIDERATIONS**

There is no direct new expenditure associated with approval of this resolution. The agreements are intended to protect the City's financial investment in police department

employees by establishing a repayment process for designated costs if an employee separates from employment before completing the required 36-month service period.

**ATTACHMENTS**

- Ordinance
- Resolution
- Staff Report
- Other:
- Contract/Agreement
- Plans
- Minutes

## RESOLUTION 1592

### **APPROVING AGREEMENTS BETWEEN THE CITY OF SMITHVILLE AND PROSPECTIVE EMPLOYEES OF THE POLICE DEPARTMENT, AUTHORIZING THE EXECUTION OF THE SAME AND OTHER ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION**

**WHEREAS**, the City of Smithville Police Department desires to attract, retain, and employ qualified officers to ensure that the citizens, residents, and taxpayers of the City receive the highest quality police services possible;

**WHEREAS**, providing for the payment of non-POST-certified candidate training and certain other benefits to qualified candidates has been identified by the Police Department as a mechanism to accomplish this goal; and

**WHEREAS**, to outline the duties and obligations of the City and prospective officers of the Police Department as they relate to the aforementioned additional benefits, the attached Agreements were drafted.

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

**THAT** Recruitment Reimbursement Agreement for Post Certified Officers and Recruitment Reimbursement Agreement for PROSPECTIVE Police Officers, in substantially the form attached hereto as **Exhibits A** and **B**, respectively, and incorporated into this resolution as if fully set forth herein, is hereby approved and the City Administrator is authorized to execute the agreements with prospective employees as required during the course of recruiting and hiring prospective police officers.

**FURTHER, THAT** the Chief of Police, City Administrator, Mayor, and other appropriate officials of the City are authorized to take such additional actions and execute such additional documents as they deem necessary to carry out the intent of this resolution.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7<sup>th</sup> day of July 2026.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk

**RECRUITMENT-REIMBURSEMENT AGREEMENT  
FOR POST CERTIFIED OFFICER**

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On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This **Recruitment Reimbursement Agreement for Post Certified Officers** (“Agreement”) is entered into by and between the City of Smithville Missouri (“City”) and (Insert Name) (“Employee”).

**WHEREAS**, Employee has represented that Employee is a Missouri POST Certified Police Officer, willing to be employed by the City as a police officer. The City is interested in recruiting POST Certified Police Officers willing to commit to being employed by the City for a minimum of Three (3) Years. Employee has represented that she/he is willing to commit to be employed for a minimum of Three (3) Years.

**WHEREAS** Employee and the City recognize that nothing in this agreement shall change the general terms of Employee’s employment nor constitute a guarantee of employment. Employee will remain subject to all current and future rules and regulations of the Police Department and the City.

**WHEREAS** as an incentive to induce POST Certified officer(s) to accept employment for a minimum of three (3) years the City is willing to pay a Seven (7) Thousand dollars (\$7,000.00) signing bonus (Subject to withholdings) paid as follows: One Half (1/2) of the incentive paid following Employee’s successful completion of two full pay periods (28 days), with the remaining Half (1/2) paid upon Employee’s successful completion of officer field training (regularly a 16-week process). Said incentive to be reimbursed to the City as set forth below if Employee fails to complete three years employment.

**WHEREAS** Employee understands that upon his/her hiring, the City will incur substantial expenditures in equipment, material and training which is specific to the Employee.

**WHEREAS** the City is providing such equipment and training to “Employee” in anticipation of “Employee” continuing to work for the City for at least (3) years so that the City recovers the benefit of its investment.

**WHEREAS** the undersigned “Employee” understands that the City would not provide such Equipment, training and material unless “Employee” intended to continue to work for the City and agreed to reimburse the City of Smithville as set forth below.

**NOW, THEREFORE**, in consideration of the premises and the promises stated below, the undersigned “Employee” and City agree as follows:

1. In addition to Employee’s base salary and benefits, because Employee is a post Certified Officer at the time of the signing of this agreement, the City will pay Employee a Seven Thousand dollars (\$7,000.00) bonus (Subject to withholdings) paid as follows: One Half (1/2) of the incentive paid following Employee’s successful completion of two full pay periods (28 days), with the remaining Half (1/2) paid upon Employee’s successful completion of officer field training (regularly a 16-week process).

2. Employee agrees to the following:

(A) Employee agrees not to voluntarily resign or quit her/his employment with the City and its Police force for a minimum of thirty-six (36) months from the Date of this Agreement.

\_\_\_\_\_  
Initials

(B) If Employee resigns or is terminated for cause (meaning any termination resulting from the Employee's conduct, performance, or failure to maintain qualifications required for the position, including but not limited to: dishonesty or falsification of records, policy violations, failure to maintain Missouri POST certification in good standing, failure of any required fitness-for-duty or psychological evaluation, excessive use of force, or any act involving moral turpitude or willful disobedience to a lawful order) from the City and its Police Department prior to the end of Employee's thirty-six (36) months of employment for any reason, Employee will reimburse the City and its Police Department for the costs associated with all recruitment, outfitting and training, as approved by the City and/or its Police Department. Employee understands that if she/he resigns, reimbursement will be prorated based on the date of hire by the City and its Police Department. For each month of continuous employment with the City during the minimum Contract Period, the total expense repayment shall be reduced by one thirty-Six (1/36). The amounts subject to reimbursement include the following:

• Selection and Hiring	\$1000
▪ Field Training	\$1600
▪ Bonus-Incentive	\$7,000
▪ Non-Recoverable Equipment	<u>\$1,500</u>
	<b>\$11,100</b>

\$308.33 per month

\_\_\_\_\_  
initials

(C) If Employee shall be required under this Agreement to reimburse the City for the above expenses, she/he understands that on the first day of the calendar month following cessation of service, Employee shall pay one thirty-sixth (1/36) of the amount due. Employee acknowledges and understands that she/he will be responsible for making a like payment on the first day of each succeeding month until the entire amount has been paid. If not paid according to this agreement, the entire amount shall become immediately due and payable without further demand. Should it become necessary for the City or its Police Department to institute collection procedures and/or file suit to collect the outstanding amounts owed by Employee, Employee will pay all related costs for collection efforts, including Attorney's fees, court costs and accrued interest incurred on the amount owed by Employee. Employee acknowledges and authorizes the City of Smithville and its Police Department to withhold all funds due Employee, as payment toward any remaining amount due the City and its Police Department, in accordance with the provisions of this agreement.

\_\_\_\_\_  
Initials

(D) This agreement does not alter any of the terms and conditions of Employee's employment. Furthermore, this agreement in no way guarantees Employee the right to

continued employment. Employee will be subject to all City and/or Police Department (current or future) rules, regulations, and procedures. This agreement does not prohibit the City or its Police Department from the application of all rules, regulations and procedures and invoking disciplinary action or recommending termination or terminating Employee.

(E) Employee acknowledges that she/he has had sufficient time to thoroughly examine this agreement, including an opportunity to consult with an attorney about its contents, and Employee fully understands and agrees to all information provided and conditions described herein.

\_\_\_\_\_  
Initials

(F) Employee acknowledges that any equipment provided the Employee by the City remains the property of the City whenever Employee's Employment is terminated for any reason. This includes equipment made for or fitted for the Employee.

\_\_\_\_\_  
Initials

3. In the event that the Employee's employment is discontinued due to injury or illness resulting in the Employee's permanent inability to perform the essential functions of the employment, the Employee will not be responsible for the reimbursement obligations set out under this Agreement.

4. "Employee" agrees to sign such further documents, if any, requested by the City to confirm the precise sum of the amount owed by "Employee" to the City following notice by "Employee" to the City of termination of employment.

5. This Agreement shall be construed under the laws of the State of Missouri and any dispute concerning this agreement shall be resolved in the Circuit Court of Clay County Missouri.

6. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

7. Notwithstanding any other provision of this Agreement, Employee shall not be required to reimburse the City under this Agreement if Employee's separation from employment is necessitated by the Employee's call to uniformed military service, consistent with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.

\_\_\_\_\_  
**The City of Smithville**

\_\_\_\_\_  
**Employee Name**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Signature**

**Cynthia Wagner**  
Name  
Birth

Employee ID / Date of

**City Administrator**  
Title

Date

**RECRUITMENT-REIMBURSEMENT AGREEMENT  
FOR PROSPECTIVE POLICE OFFICERS**

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On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_. This **Recruitment Reimbursement Agreement for PROSPECTIVE Police Officers** (“Agreement”) is entered into by and between the City of Smithville Missouri (“City”) and Recruit Name (“Employee”).

**WHEREAS**, Employee has represented that Employee has been admitted to an approved (in advance) Police Academy and upon successful graduation is willing to be employed by the City as a police officer. The City is interested in Police Officers willing to commit to being employed by the City for a minimum of Three (3) Years as a police officer. Employee has represented that she/he is willing to commit after timely graduation to being employed for a minimum of Three (3) Years as a Police Officer.

**WHEREAS** Employee and the City recognize that nothing in this agreement shall change the general terms of Employee’s employment nor constitute a guarantee of employment. Employee will remain subject to all current and future rules and regulations of the Police Department and the City.

**WHEREAS** as an incentive to induce individuals to attend an approved (in advance) Police Academy and upon timely successful graduation/completion to accept employment for a minimum of three (3) years the City is willing to pay for the Employee’s tuition (not to exceed Six Thousand dollars \$6,000.00) at an approved Police Academy. Said incentive to be reimbursed to the City as set forth below if Employee fails to complete three years employment as a Police Officer.

**WHEREAS** Employee understands that upon his/her hiring, the City will incur substantial expenditures in equipment, material and training which is specific to the Employee.

**WHEREAS** the City is providing such equipment and training to “Employee” in anticipation of “Employee” continuing to work for the City for at least (3) years as a Police Officer so that the City recovers some of the benefit of its investment.

**WHEREAS** the undersigned “Employee” understands that the City would not provide such Equipment, training, and material unless “Employee” intended to continue to work for the City for Three (3) years as a police officer and agreed to reimburse the City of Smithville as set forth below.

**NOW, THEREFORE**, in consideration of the premises and the promises stated below, the undersigned “Employee” and City agree as follows:

1. In addition to Employee’s base salary and benefits, because Employee is willing to attend an approved (in advance) Police Academy the City will pay for the Employee’s tuition at said approved Police Academy (not to exceed Six Thousand dollars \$6,000.00).

2. Employee agrees to the following:

(A) Employee agrees not to voluntarily resign or quit her/his employment with the City and its Police force for a minimum of thirty-six (36) months from the Date said Employee commences her/his duties as a Police Officer for the City.

\_\_\_\_\_  
Initials

(B) If Employee resigns or is terminated for cause (meaning any termination resulting from the Employee's conduct, performance, or failure to maintain qualifications required for the position, including but not limited to: dishonesty or falsification of records, policy violations, failure to maintain Missouri POST certification in good standing, failure of any required fitness-for-duty or psychological evaluation, excessive use of force, or any act involving moral turpitude or willful disobedience to a lawful order) from the City and its Police Department prior to the end of Employee's thirty-six (36) months of employment as a Police Officer for any reason, or fails to timely and successfully complete the Academy (which means graduation without any lapses or delays) Employee will reimburse the City and its Police Department for the costs associated with all recruitment, outfitting and training, as approved by the City and/or its Police Department. Employee understands that if she/he is required by this Agreement to reimburse the City and its Police Department, the reimbursement will be prorated based on the date of beginning her/or his duties as a Police Officer for the City. For each month of continuous employment with the City as a Police Officer during the minimum Contract Period, the total expense repayment shall be reduced by one thirty-Six (1/36). The amounts subject to reimbursement include the following:

- Selection, Testing & Hiring \$1,000
- Tuition- Police Academy actual tuition paid by City (not to exceed \$6,000.00)
- Field Training \$1,500
- Non-Recoverable Equipment \$1,400  
(ballistic vest) up to \$9,900.00

up to \$275.00 per month (based on actual tuition paid) \_\_\_\_\_  
initials

(C) If Employee shall be required under this Agreement to reimburse the City for the above expenses, she/he understands that on the first day of the calendar month following cessation of service or withdraw, dismissal from and/or cease to timely complete the academy, Employee shall pay one thirty-sixth (1/36) of the amount due. Employee acknowledges and understands that she/he will be responsible for making a like payment on the first day of each succeeding month until the entire amount has been paid. If not paid according to this agreement, the entire amount shall become immediately due and payable without further demand. Should it become necessary for the City or its Police Department to institute collection procedures and/or file suit to collect the outstanding amounts owed by Employee, Employee will pay all related costs for collection efforts, including Attorney's fees, court costs and accrued interest incurred on the amount owed by Employee. Employee acknowledges and authorizes the City of Smithville and its Police Department to withhold all funds due Employee, as payment toward any remaining amount due the City and its Police Department, in accordance with the provisions of this agreement.

\_\_\_\_\_  
Initials

(D) This agreement does not alter any of the terms and conditions of Employee's employment. Furthermore, this agreement in no way guarantees Employee the right to continued employment. Employee will be subject to all City and/or Police Department (current or future) rules, regulations, and procedures. This agreement does not prohibit the City or its Police Department from the application of all rules, regulations and procedures and invoking disciplinary action or recommending termination or terminating Employee.

(E) Employee acknowledges that she/he has had sufficient time to thoroughly examine this agreement, including an opportunity to consult with an attorney about its contents, and Employee fully understands and agrees to all information provided and conditions described herein.

\_\_\_\_\_  
Initials

(F) Employee acknowledges that any equipment provided the Employee by the City remains the property of the City whenever Employee's Employment is terminated for any reason. This includes equipment made for or fitted for the Employee.

\_\_\_\_\_  
Initials

3. In the event that the Employee's employment is discontinued due to injury or illness resulting in the Employee's permanent inability to perform the essential functions of the employment, the Employee will not be responsible for the reimbursement obligations set out under this Agreement.

4. "Employee" agrees to sign such further documents, if any, requested by the City to confirm the precise sum of the amount owed by "Employee" to the City following notice by "Employee" to the City of termination of employment.

5. This Agreement shall be construed under the laws of the State of Missouri and any dispute concerning this agreement shall be resolved in the Circuit Court of Clay County Missouri.

6. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

7. Notwithstanding any other provision of this Agreement, Employee shall not be required to reimburse the City under this Agreement if Employee's separation from employment is necessitated by the Employee's call to uniformed military service, consistent with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.

\_\_\_\_\_  
**The City of Smithville**

\_\_\_\_\_  
**Employee Name**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Cynthia Wagner**

\_\_\_\_\_  
**Employee ID / Date of Birth**

**Name**

\_\_\_\_\_  
**City Administrator**

\_\_\_\_\_  
**Date**

**Title**