



SMITHVILLE, MISSOURI

Board of Aldermen - Regular Session

7:00 p.m.

September 1, 2020

TABLE OF CONTENTS

AGENDA	3
CONSENT AGENDA.....	5
BOARD OF ALDERMEN MINUTES – AUGUST 18, 2020 WORK SESSION	6
BOARD OF ALDERMEN MINUTES – AUGUST 18, 2020 REGULAR SESSION.....	28
CITY ADMINISTRATOR’S REPORT	35
REPEAL SECTION 385.030 HELMET LAW	38
REZONING HARBOR LAKE LOT 2.....	42
CONDEMNATION OF CERTAIN LAND	50
ENTERPRISE FLEET MANAGEMENT AGREEMENT	60
BLUEPRINT FOR SAFER ROADS GRANT	84
CARES FUNDING – JULY EXPENDITURES	91
DISCUSSION OF SCHOOL DISTRICT CARES FUNDING REQUEST	94
APPOINTMENTS – BOARD OF ADJUSTMENT.....	96

AGENDA



**City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
September 1, 2020**

7:00 pm – City Hall Council Chambers **Via Videoconference**

NOTICE: *Due to the Health Officer's orders for safety, public meetings and public comment during public meetings will require modification. The City of Smithville is committed to transparent public meetings and will continue this commitment during the COVID-19 crisis. 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 through FaceBook Live.

For Public Comment, please email your request to the City Clerk at ldrummond@smithvillemo.org prior to the meeting to be invited via Zoom.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Consent Agenda**
 - Minutes**
 - August 18, 2020 Board of Alderman Work Session Minutes
 - August 18, 2020 Board of Alderman Regular Session Minutes

REPORTS FROM OFFICERS AND STANDING COMMITTEES

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

ORDINANCES & RESOLUTIONS

- 6. Bill No. 2867-20, Repeal Section 385.030 Helmet Law – 2nd Reading**

An Ordinance to repeal Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle – Special License and enacting in its place a new

Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License. 2nd reading by title only.

7. Bill No. 2868-20, Rezoning Harbor Lake Replat Lot 2 – 2nd Reading

An Ordinance to approve rezoning 24.5 acres of land identified as the Harbor Lakes Replat, Lot 2, which is the remaining undeveloped portion of the Harbor Lakes subdivision, to be rezoned from the R-1B single family district to A-1 in order to allow standard farming uses. 2nd reading by title only.

8. Bill No. 2869-20, Condemnation of Certain Lands – 2nd Reading

An Ordinance authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line. 2nd reading by title only.

9. Resolution 821, Enterprise Fleet Management Agreement

A Resolution authorizing the Mayor to enter into an agreement with Enterprise Fleet Management to manage a portion of the City's fleet.

10. Resolution 822, Blueprint for Safer Roadways Grant

A Resolution authorizing the mayor to sign an agreement with Missouri Highways and Transportation Commission authorizing funding to purchase speed data gathering equipment.

11. Resolution 823, CARES Act Funding

A Resolution to approve eligible expenditures incurred between July 1, 2020 and July 31, 2020 totaling \$117,797.82 in the CARES Act Stimulus Fund.

OTHER MATTERS BEFORE THE BOARD

12. Public Comment

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

13. Discussion of School District CARES Funding Request

14. Appointments – Board of Adjustment

15. 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](#).

16. Adjourn

CONSENT AGENDA



City of Smithville

Meeting Date: September 1, 2020	Department: Administration
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Agenda Item: Consent Agenda

Summary:

Voting to approve would approve the Board of Aldermen minutes.

Purpose:

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

- Approve the August 18, 2020 Board of Alderman Work Session Minutes
- Approve the August 18, 2020 Board of Alderman Regular Session Minutes

Impact

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	N/A

Legislative History:

N/A

Suggested Action:

A motion to approve the consent agenda

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☐ Ordinance ☐ Resolution ☒ Minutes ☐ Other:

Board of Aldermen Minutes – August 18, 2020 Work Session

SMITHVILLE BOARD OF ALDERMAN WORK SESSION

August 18, 2020 5:00 p.m.
City Hall Council Chambers

Due to the COVID-19 pandemic this meeting was held via teleconference and streamed live on the City Facebook page.

1. Call to Order

Mayor Boley, present, called the meeting to order at 5:00 p.m. A quorum of the Board was present: Mayor Boley, Aldermen Bloemker and Alderman Chevalier were in attendance in the City Hall Council Chambers; Alderman Sarver, Alderman Atkins, Alderman Ulledahl and Alderwoman Wilson attended via Zoom Meeting.

Cynthia Wagner was present in the City Hall Council Chambers. Other staff present via Zoom: Nickie Lee, Chuck Soules, Chief Jason Lockridge, Jack Hendrix, Dan Toleikis, Matt Denton and Linda Drummond.

2. Discussion of Wastewater Master Plan – HDR Engineering

Presenters - Aaron Bresette and Amanda Bagwell with HDR Engineering presented the Wastewater Master Plan for Smithville.

[Wastewater Master Plan Executive Summary](#)

[Wastewater Master Plan Presentation](#)

Master Plan Purpose

HDR Engineering Inc. was retained by the City of Smithville to prepare a Wastewater Master Plan. The Master Plan summarizes HDR's assessment of the City of Smithville's Wastewater Treatment Plant (WWTP) and collection and conveyance system, including pump stations, force mains, and major gravity interceptors. The purpose of this Master Plan is to:

- Define and prioritize wastewater infrastructure improvement needs within the next ten years related to growth and capacity upgrades and regulatory requirements
- Develop a long term, "ultimate", collection system plan that prioritizes a gravity collection system that eliminates many of the City's 36 existing pump stations and minimizes the need for future pump stations.

Aaron Bresette explained the existing infrastructure capacity for the north force main. Potential growth of approximately 89 houses a year equates to around 260 people per year. If all this potential growth occurred in the north, the system would reach capacity in just under seven years. He said it is recognized that all of the

development will not be in the north, some will be in the south, but explained that it is time to start thinking about upgrading for future capacities.

Existing Infrastructure Capacity – North Force Main

*230 houses from Eagle Heights plus 90 additional houses from development to the north

NORTH SMITHVILLE SHORT TERM DEVELOPMENT CAPACITY	Single Family Houses	Estimated Additional Population
Additional Development Capacity (no improvements)	265	716
Additional Development Capacity with Wildflower Pump Station improvements (Eagle Heights development responsibility)	320*	864
Total Existing North Force Main Capacity	585	1,580

City should begin to plan for future capacity upgrades in the next two to three years

Allow time for design, easement acquisition, and construction

Alderwoman Wilson asked if she was understanding correctly, we have some capacity left in the north system as a whole, but the current lift stations probably cannot handle much more?

Aaron said she was correct and explained that the existing force main trunk line in the north portion can handle the flow for the above listed additional development.

Mayor Boley asked if there were any savings if the City would do the Smith's Fork pump station replacement the same time we do the Smith's Fork raw water pump station?

Aaron said it was something to consider, a change order could be submitted, and we could possibly use the same contractor.

Mayor Boley asked about the timing for the Smith's Fork raw water pump station?

Aaron said it would be ready to go out for bid this fall for a construction in 2021.

Smithville Board of Aldermen

Mayor Boley asked if we could get an estimation of the cost to combine the two projects?

Aaron said that they could meet with Chuck Soules, Public Works Director, Bob Lemley, Utilities Superintendent, and the Corp of Engineers to work on a plan together to see what it would take to combine them. He said it was a good plan that would benefit the campground. It would also be a good idea to do all the construction at one time and not come back in two to three years and tear up the ground again.

Cynthia said the Board could have discussion regarding to the Wastewater Master Plan but needs to be aware of cash flow in the FY21 recommended budget. She said that the red flag right now is understanding where our combined water and wastewater fund is.

Chuck Soules said that this is a great plan to get started with but the one thing we do not want to forget is the main parts of the collections and the treatment systems. He explained that we have hundreds of miles of smaller mains that the City is responsible for and the maintenance is not part of this review at this point. The prices that we have are for capital improvements and there is a lot of work that the City needs to do on the smaller collection system.

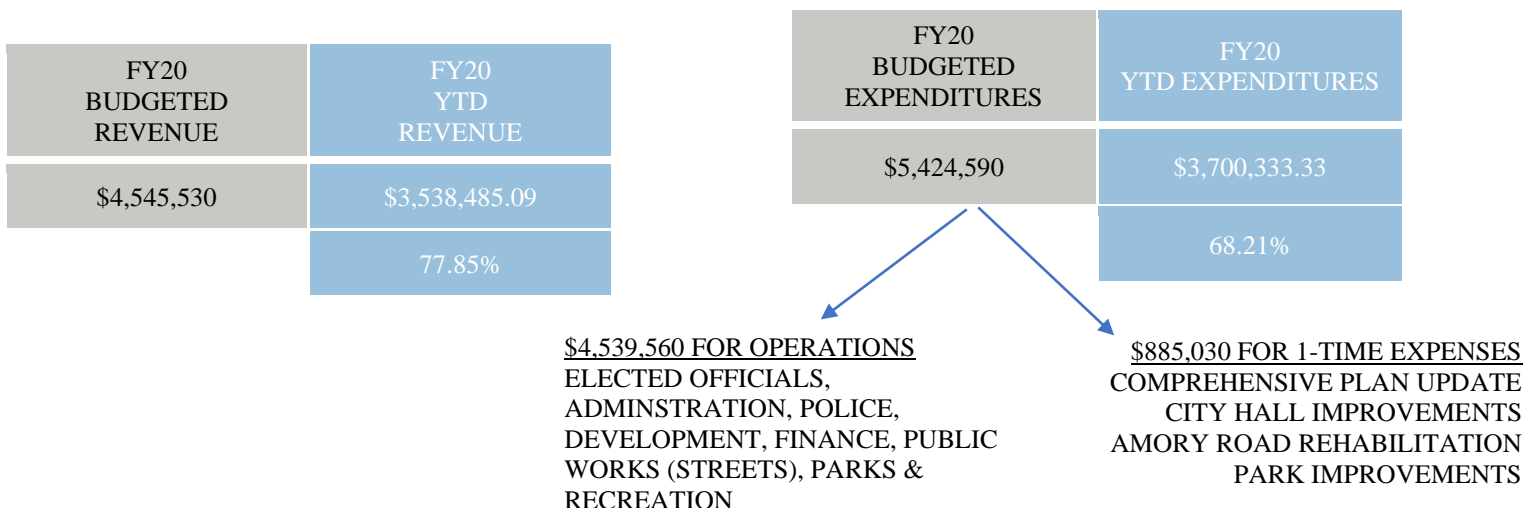
Aaron said that Chuck made a good point. He explained that was beyond the scope of this initial Wastewater Master Plan, but a condition assessment of the existing system of the miles and miles of existing pipes that are aging.

Chuck said that the slipline program will help with some of the capacity issues if we can keep some infiltration out.

3. FY20 9-Month Budget Update

Dan Toleikis, Finance Director, presented the FY20 9-Month Budget Update.

General Fund



Property Tax Revenue

FY20 BUDGETED REVENUE	FY20 YTD REVENUE		FY19 PROPERTY TAX	FY18 PROPERTY TAX
\$867,400	\$887,528.70	<i>THROUGH 7/31</i>	\$850,403.11	\$811,826.70
	102.31%	<i>FY TOTAL</i>	\$855,454.56	\$815,998.09
		<i>7/31 AS % OF TOTAL</i>	99.41%	99.49%

\$867,400	\$891,980
	102.83%
	+ \$24,580

IF THE \$887,528.70 COLLECTED THROUGH JULY 31ST REPRESENTS 99.5% OF WHAT WE WILL COLLECT FOR THE YEAR, THEN WE CAN PROJECT THAT WE WILL COLLECT ABOUT \$891,980 WHICH IS \$24,580 OVER BUDGET

PROJECTION ON 4/30 WAS \$896,000

Sales Tax Revenue

FY20 BUDGETED REVENUE	FY20 SALES TAX DISTRIBUTION	FY19 SALES TAX DISTRIBUTION	FY18 SALES TAX DISTRIBUTION
<i>NOVEMBER - JANUARY</i>	\$279,854.36	\$254,712.96	\$268,482.32
<i>FEBRUARY - APRIL</i>	\$276,931.33	\$251,224.67	\$245,532.87
<i>MAY – JULY</i>	\$313,608.54	\$280,652.96	\$271,657.88
\$1,083,250	\$870,394.23	\$786,590.59	\$785,673.07
	80.35%		

CURRENT PROJECTIONS INDICATE A FISCAL YEAR COLLECTION OF \$1,164,890 WHICH IS \$81,640 OVER BUDGET

PROJECTION ON 4/30 WAS \$1,132,800

NOTE: A SALES AND USE TAX REPORT IS INCLUDED IN THE REGULAR PACKET WITH MONTH-BY-MONTH DETAIL

Smithville Board of Aldermen

Use Tax Revenue

FY20 BUDGETED REVENUE	FY20 USE TAX DISTRIBUTION	FY19 USE TAX DISTRIBUTION	FY18 USE TAX DISTRIBUTION
NOVEMBER - JANUARY	\$70,402.31	\$65,006.77	\$52,038.11
FEBRUARY - APRIL	\$84,841.33	\$108,378.19	\$74,077.05
MAY - JULY	\$133,165.37	\$63,212.57	\$49,296.03
\$343,280	\$288,409.01	\$236,597.53	\$175,411.19
	84.02%		

CURRENT PROJECTIONS INDICATE A FISCAL YEAR COLLECTION OF \$367,360
WHICH IS \$24,080 OVER BUDGET
PROJECTION ON 4/30 WAS \$305,100

NOTE: A SALES AND USE TAX REPORT IS INCLUDED IN THE REGULAR PACKET WITH
MONTH-BY-MONTH DETAIL

Capital Projects Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$238,120	\$0.00
	0.00%

RTP GRANT REIMBURSEMENT

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$1,882,370	\$459,984.61
	24.44%

SOUTH COMMERCIAL SIDEWALKS
MAIN STREET TRAIL
DOWNTOWN STREETScape EAST PHASE

Transportation Sales Tax Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$475,080	\$399,480.29
	84.09%

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$380,000	\$121,349.21
	31.93%

\$200,000 FOR DOWNTOWN
STREETScape EAST PHASE

\$60,000 FOR ENGINEERING FEES (ROUNDAABOUT)
\$120,000 FOR PUBLIC WORKS OPERATIONS

Capital Improvement Sales Tax Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$475,080	\$397,290.39
	83.63%

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$798,910	\$223,755.00
	28.01%

\$242,630 FOR DOWNTOWN
STREETSCAPE EAST
PROJECT

\$556,280 TRANSFER TO DEBT SERVICE FUND

Debt Service Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$556,280	\$223,755.00
	40.22%

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$325,020	\$223,755.00
	68.80%

DEBT SERVICE PAYMENTS ARE DUE 3/1 AND 9/1

Combined Water and Wastewater System Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$4,381,400	\$3,169,465.43
	72.34%

\$3,535,250 SALES & PENALTIES
\$631,710 IMPACT FEES
\$214,440 CONNECTION, STORMWATER, AND
LEASE REVENUE

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$6,690,170	\$3,877,081.06
	57.95%

\$3,181,030 FOR 1-TIME EXPENSES
WASTEWATER MASTER PLAN
SEWER SLOPLINE PROGRAM
RAW WATER PUMP STATION
MAIN STREET WATERLINE
144TH STREET PUMP STATION
HAWTHORNE SEWER PROJECT

\$3,509,140 FOR PUBLIC WORKS OPERATIONS
(UTILITIES)

Water and Wastewater Sales

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$3,490,250	\$2,780,016.90
	79.65%
\$3,490,250	\$3,957,310
	113.38%
	+ \$467,060

PROJECTION ON 4/30 WAS \$3,843,400

 FY TOTAL
7/31 AS % OF TOTAL

PROJECTION

Revenue

FY19 WATER SALES	FY18 WATER SALES
\$2,414,862.42	\$2,410,977.58
\$3,435,824.75	\$3,431,336.31
70.28%	70.26%

IF THE \$2,780,016.90 COLLECTED THROUGH JULY 31ST REPRESENTS 70.25% OF WHAT WE WILL COLLECT FOR THE YEAR, THEN WE CAN PROJECT THAT WE WILL COLLECT ABOUT \$3,957,310 WHICH IS \$467,060 OVER BUDGET

Sanitation Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$840,360	\$617,492.65
	73.48%

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$835,290	\$608,400.75
	72.84%

CARES Stimulus Fund

FY20 BUDGETED REVENUE	FY20 YTD REVENUE
\$945,400	\$945,399.87
	100.00%

FY20 BUDGETED EXPENDITURES	FY20 YTD EXPENDITURES
\$945,400	\$130,470.36
	13.80%

4. Discussion of FY21 Operating Budget

Cynthia explained that she believes that the information presented to the Board is reflective of the goals and priorities set by the Governing Body at retreats over the last couple of years. She said that we are very fortunate given the current global situation in the national economy with regard to COVID-19. She explained that a number of communities in the metropolitan area have looked at scaling back and as Dan updated on the FY20 update, we have not been impacted by the sales tax loss like some areas have. She said that, operationally the budget is balanced and the proposed budget are at the same service level as those provided currently are in the budget.

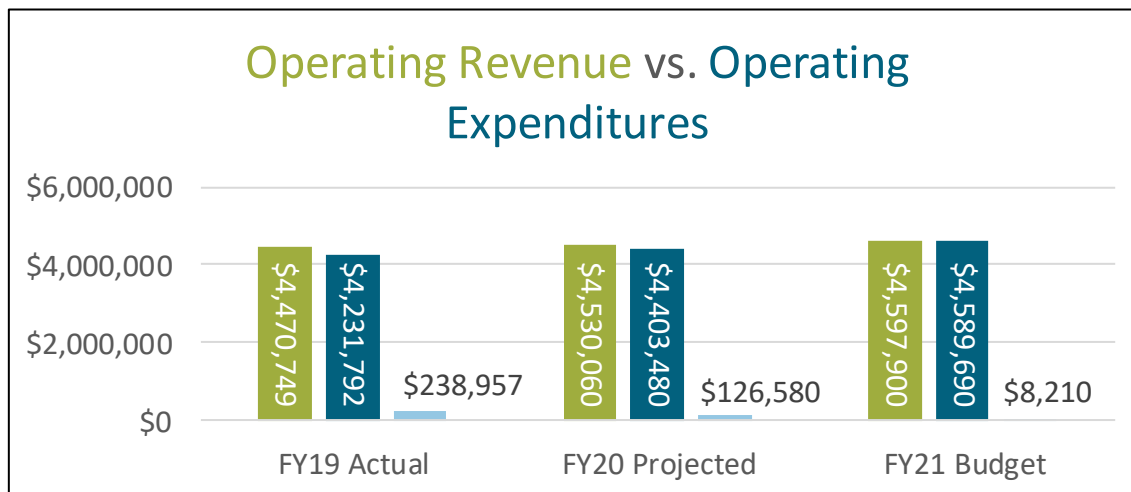
Staff requests direction from the Board on a number of items and Dan has done a good job in outlining that information. Cynthia stated that staff will be working with the City's financial advisors and with reviewing the utility rate studies and to focus on funding the improvements to address infrastructure needs for the community.

Cynthia informed the Board that this was Dan's last meeting as a City of Smithville employee and next Monday is his last day. She thanked Dan for his efforts as Finance Director for the last four years and for his efforts in providing the Board sound financial and budget information.

Dan Toleikis presented the FY21 Operating Budget

General Fund

Operating Budget History



FY21 OPERATING BUDGET HIGHLIGHTS

- Projected FY21 Operating Revenue = \$4,597,900

Staff's recommendations:

- a 2.25% increase in sales tax revenue [+\$27,060 change from FY20]
- 1.25% increase on existing sales figures
- 1% in new sales tax revenue from the Marketplace
- a 7.5% increase in use tax revenue [+\$27,550]
- 90% property tax collection [-\$5,030]

Smithville Board of Aldermen

- a 20% decrease in telecommunications franchise tax revenue [-\$20,840]
- a 70% decrease in interest income [-\$68,260]
- a 33% decrease in building permit revenue [-\$23,550]
- a 'return to normal' for SRO reimbursement, court fine revenue, recreation program revenue, and campground revenue [+\$90,950]

Subtotal of above recommendations = +\$27,880

All other changes not highlighted above = +\$39,960

Projected FY21 Operating Expenditures = \$4,589,690

Staff's recommendations:

- no cost of living adjustment (COLA) to the compensation plan
- a 3.0% merit pool for salary increases effective May 1, 2021 [+\$42,270]
- the addition of On-Call Time compensation [+\$6,500]
- a presumptive 15.0% increase in medical insurance [+\$72,180]

Final renewal numbers are expected in early September

- the reclassification of Administrative Coordinator to Permit Technician in the Development Department [+\$4,860]

Subtotal of above recommendations = +\$125,810

All other changes not highlighted above = +\$53,470

Y21 OPERATING BUDGET HIGHLIGHTS

- Projected FY21 Operating Revenue = \$4,597,900
- Projected FY21 Operating Expenditures = \$4,589,690
- Operating Revenue Over/(Under) Operating Expenditures = \$8,210
Balanced Budget!

ITEMS NOT FUNDED IN BUDGET - \$79,190

- Economic Development = add \$12,570
KCADC \$10,000 Visit KC Participant \$1,500
ICSC \$800 KC Star/Business Journal Subscription \$270
- Clay County EDC \$4,000 Sponsorship Platinum Level = add \$1,500
Currently \$2,500 in budget for Gold Level Sponsorship
- Communities for All Ages Participation = add \$1,500
Currently \$0 in budget for participation
- Implementation of 6-YR Radio Replacement Program = add \$20,000
24 Police Department radios are all 8 years old; replacement cost is \$5,000/ea
- Community Survey = add \$14,000
Last survey performed in January 2018; factors into benchmarking
- Allowable \$7,250 in Board Expenditures = add \$4,620
Currently \$2,630 in budget for 50% of allowable training and no allowance
- Jumpstart the Parks & Recreation Master Plan = add \$25,000
Currently can begin January 2021 at the earliest

Alderswoman Wilson asked if it would be possible to do a budget amendment for the FY20 budget and jumpstart the Parks and Recreation Master Plan?

Dan said that we absolutely could with the \$65,000 we have in excess sales tax and use tax revenues. He asked if the Board would want the \$65,000 to be added to the FY21 budget and dedicate \$25,000 to the Parks and Recreation Master Plan?

Alderman Atkins asked if the same could be done for the police radios?

Dan said it could be done also.

Alderman Sarver asked if the average age of the of our police radios is eight years and how long they generally last?

Chief Lockridge said yes, most of the radios we have are around eight years old and we try to replace them no later than ten years. All of radios we have were purchased at the same time. He said he had received word from Motorola through Platte County that this is probably the last year they will be manufacturing replacement parts for the current models so we will have difficulty getting parts to make repairs. He explained that the department would like to start staggering purchase of replacements, so they are not having to replace the radios all at one time.

Mayor Boley asked if the Board would want purchase four this budget year or only two?

Alderwoman Wilson said she would like to start replacing them.

Mayor Boley asked if the Board wanted to use the whole \$20,000 or only \$10,000?

Alderman Sarver said he was good with the \$20,000. He said with only purchasing four now we were still going to be behind in replacing them.

Mayor Boley asked the Board if they wanted \$20,000 in this year's budget and then \$20,000 in next year's budget?

The Board agreed to the \$20,000 in this year's budget and \$20,000 in next year's budget to purchase police radios.

Dan said to follow up on the Board discussion we would do an amendment to the FY20 budget to include \$20,000 for the purchase of four police radios and \$25,000 to start the Parks and Recreation Master Plan. Then include \$20,000 in the FY21 budget for the purchase of four more police radios.

Mayor Boley said that was correct.

Dan asked the Board if they were then comfortable with instead of having \$8,000 to the good it will be \$12,000 with expenditures over revenues or does the Board want to direct staff to find \$12,000 somewhere in the budget to bring the FY21 back to a balanced budget?

Mayor Boley asked that staff try and cut \$20,000 and also show what the numbers look like for property tax level for this year just as a hypothetical.

Alderwoman Wilson said she would personally like to see a balanced budget but also that she had asked staff to be pretty conservative with the property tax figure at 90%.

Cynthia asked if the Board agreed with the Economic Development figure?

Mayor Boley said that we might want to look at the Visit KC partnership. He asked if we had benefited from it this last year?

Cynthia said that we had been a participant for a year but the majority of that has been some kinds of COVID restrictions.

Nickie Lee, Assistant City Administrator, explained that we joined the program in late fall last year and with COVID she has not played around with the reports. She believes there is more reporting and information available than what she has accessed. She has added quite a few events such as the Main Street group and a couple of the networking events that a few of our Economic Development committee have attended. She explained that they cut the fee in half this year because of COVID. She thinks it is a great partnership.

Mayor Boley said he would like to see the Main Street group be more engaged.

Dan said the Main Street is funded in the FY21 budget.

Mayor Boley asked when the Board would need to look for a director for the Main Street group?

Nickie said that because of COVID they have extended the timelines about a year. She said that she has a board meeting with them on Monday and could ask a lot of these questions. She believes that we can bring on a director whenever it makes sense to the City and to Main Street.

Mayor Boley said that he did not want this to become something that people lose focus on.

Cynthia said that there are a good group of people involved in the Main Street group and there is a significant linkage from it to the Strategic Plan the Comprehensive Plan update.

Mayor Boley said he thinks we should ask the Main Street group if they think we should keep the Visit KC participation.

REVIEW OF BEGINNING CASH BALANCE

- Projected FY21 Beginning Cash Balance = \$3,125,782
- 40% Policy-Required Reserve = $4,589,690 \times 40\% = \$1,835,876$
\$960,000 invested in CDs (52.3%) maturing 2/15/2021
\$875,876 in regular bank account (47.7%)
Getting current CD rates to see if we should invest this portion now
- Excess Cash on Hand = $3,125,782 - 1,835,876 = \$1,289,906$
Provides support for cash flow needs

Available to spend on CIP or other one-time expenses

CIP & ONE-TIME EXPENSES - \$682,500

- City Hall Lobby or Restroom Improvements = \$95,000
 - Records Management Software = \$100,000
 - Phase I Campground Electric Upgrade = \$37,500
- Phase II in FY22 and Phase III in FY23
- Transportation Master Plan & Complete Streets/Trails = \$100,000
 - GIS & Asset Management = \$100,000
- \$200,000 project split 50%/50% with Public Works Department (Utilities)
- Engineering – Combined Streets/Parks Building = \$250,000
- Engineering RFQ in FY21
Construction in FY22

TRANSFER TO OTHER FUNDS - \$40,000

- Vehicle & Equipment Replacement Fund Seeding = \$40,000
- Ideal Fund reserve would be \$500,000

Current plan is to transfer \$40,000 each of the first 10 years to establish 80% of the reserve (\$400,000)

Utilizes sales revenue from selling City-owned vehicles over the first 4 years to offset the first 4 years' monthly lease amounts

Operational transfers to start in year 5 beginning with \$30,000 and increasing 5% each year
These operational transfers will cover the monthly lease amounts and add \$100,000 to the reserve between years 5 and 12

UTILIZATION OF EXCESS CASH ON HAND

- Beginning Excess Cash On Hand = \$1,289,906
- CIP & Other One-Time Expenses = \$682,500
- Transfer to Other Funds = \$40,000
- Ending Excess Cash on Hand = $1,289,906 - 682,500 - 40,000 = \$567,406$

Equivalent to 12.4% over and above required reserve

REVIEW OF ENDING CASH BALANCE

- Ending Excess Cash On Hand = \$567,406
- 40% Policy-Required Reserve = \$1,835,876
- Operating Revenue Over/(Under) Operating Expenditures = \$8,210
- Projected FY21 Ending Cash Balance = \$2,411,492

Equivalent to a 53.5% reserve

Cynthia pointed out that the ending cash on hand excess over our 40% reserve is about \$530,000.

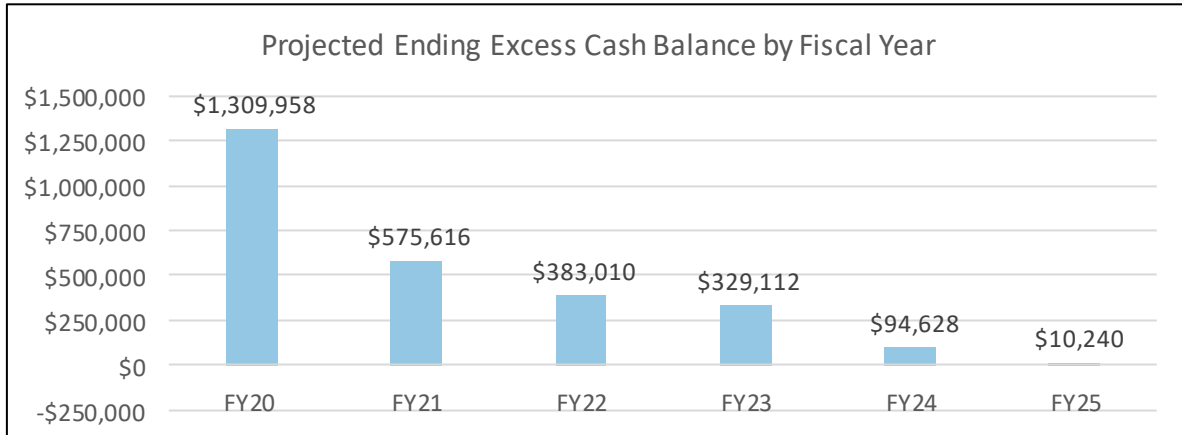
FUTURE CIP - \$530,000

- City Hall Improvements
- Lobby or Restrooms in FY22 - \$95,000
Kitchen in FY22 - \$25,000
Police Reconfiguration in FY24 - \$240,000
Administrative Rehabilitation in FY25 - \$110,000
- Campground Electric Upgrades
- Parks & Recreation Department
Phase II in FY22 - \$30,000
Phase III in FY23 - \$30,000

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- Construction – Combined Streets/Parks Building
Public Works and Parks & Recreation Departments
Construction in FY22
Likely funded through Certificate of Participation (COP) or GO Bond
+ Future \$40,000 Transfers to VERF in FY22 – FY30

Projected Future Excess Cash Balance – General Fund



Alderswoman Wilson said after this was presented at the Finance Committee meeting she thought about it and said she would support using some of the excess cash on hand to do the renovations to City Hall plus the \$40,000 for the vehicle lease. She does question doing the reconfiguration to the Police side of City Hall from the standpoint if we were going to look at a Public Safety Sales Tax. At this time, she would like to see City Hall lobby, the records management, the upgrades to Smith's Fork Park, the Transportation Master Plan, the GIS and the engineering.

Alderman Bloemker agreed.

Mayor Boley asked if the Board was interested in doing all of the reconfiguration to City Hall this next year?

Alderswoman Wilson said all but the Police side.

Mayor Boley said if we could combine all the projects, we could probably see some savings.

Dan asked if they wanted those projects for FY21?

Alderswoman Wilson said yes. She asked if we delayed the Police side reconfiguration could we then look at doing all of the Smith's Fork Campground electrical upgrades? She reiterated the only thing she would remove was the Police Department reconfiguration.

Cynthia clarified what Alderwoman Wilson said that we would hold off on the Police Department reconfiguration right now and wait for the possibility of Public Safety Sales Tax funding.

Alderman Bloemker stated that he knew that we were working on a new plan to pursue the Public Safety Sales Tax, but asked if we should possibly hold off on the electrical upgrades at the campgrounds until we see if we can make the Public Safety Sales Tax happen?

Mayor Boley said he believed we could only do one phase at a time for the electrical upgrades.

Matt Denton, Parks and Recreation Director, said that was correct and also that phase II and phase III would take more work to complete. He spoke to TNT Electric, who did the last upgrade, and they were positive that they would be able to get the first phase done in the off season with no problem.

Mayor Boley stated that what he would like to see as part of the Parks and Recreation Master Plan is planning for additional opportunities for the campground, including the possibility of cabins.

VEHICLE & EQUIPMENT REPLACEMENT FUND
FY21 BUDGET HIGHLIGHTS

- Projected FY21 Beginning Cash Balance = \$0
 - Projected FY21 Transfer from General Fund = \$40,000
 - Projected FY21 Sales from City-owned Vehicles = \$125,000
- Represents the sales proceeds from 18 vehicles
- Projected FY21 Lease Expenses = \$125,000
- Represents the annual lease payments for 15 new vehicles
- Projected FY21 Ending Cash Balance = \$40,000

CAPITAL PROJECT FUND
FY21 BUDGET HIGHLIGHTS

- Projected FY21 Beginning Cash Balance = \$243,437
- Remaining proceeds from 2018 and 2019 GO Bond issuances

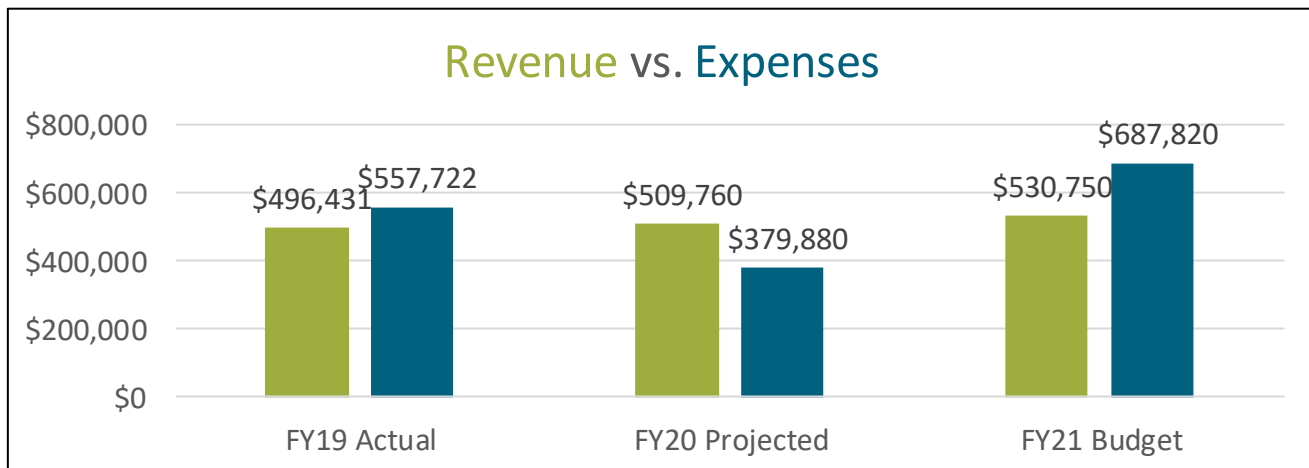
To date, completed Downtown Streetscape Main Phase, Second Creek Road Bridge Replacement, 180th Street Trail & Sidewalks, South Commercial Sidewalks, and Main Street Trail projects

- No FY21 Revenue Source
- Projected FY21 CIP Expenses = \$243,437

Downtown Streetscape East

- Projected FY21 Ending Cash Balance = \$0
- Must be spent by February 2022

TRANSPORTATION SALES TAX FUND
Budget History



FY21 BUDGET HIGHLIGHTS

- Projected FY21 Beginning Cash Balance = \$485,817
- Projected FY21 Sales Tax Revenue = \$530,750
- Projected FY21 Operating Expenditures = \$177,820
- Projected FY21 CIP Expenses = \$510,000

Rock Creek asphalt overlay = \$185,000

Coulter Addition asphalt overlay = \$150,000 ***

Microsurfacing = \$75,000

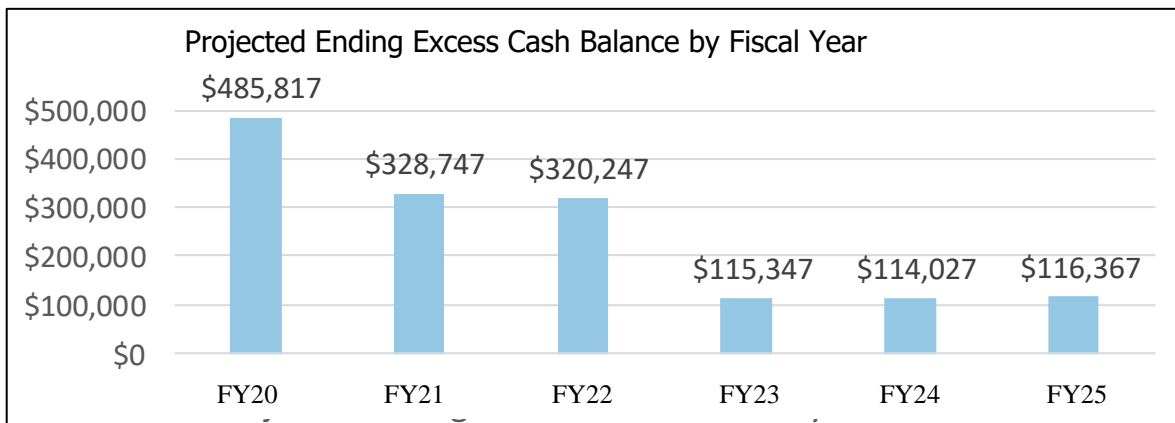
North salt shed = \$100,000

- Projected FY21 Ending Cash Balance = \$328,747

Dan explained that the Coulter Addition streets are private streets, but staff believes doing the asphalt overlay to those streets would be good leverage to have them turn the streets over to the City.

Mayor Boley said it would not be just repairing the streets, it would also be for snow removal and maintenance. He also said gaining the easements would also help for adding trails.

PROJECTED FUTURE CASH BALANCES



PARKS & STORMWARE SALES TAX FUND
FY21 BUDGET HIGHLIGHTS

- Projected FY21 Beginning Cash Balance = \$0
New Fund will be created in October alongside budget approval
- Projected FY21 Sales Tax Revenue = \$442,290
10 months of revenue beginning in January 2021
- Projected FY21 Operating Expenditures = \$0
Staff recommends no operating expenditures be paid from this Fund
- Projected FY21 CIP Expenses = \$225,000 ?
Board to review Parks and Stormwater expenses annually through budget
Let's look at the Capital Improvement Plan
- Projected FY21 Ending Cash Balance = \$217,290 ?

Dan explained that this will be a new fund that will be developed in October with the approval of the FY21 budget.

Dan explained that staff is recommending to include \$25,000 improvements for the splash pad, for fencing, benches and shade structures, to include \$100,000 for the Parks and Recreation Master Plan, that should be a lower number if we start in the FY20, and budget another \$100,000 for a to-be-determined project, possibly a stormwater project. Dan asked the Board for direction on these recommendations.

Alderwoman Wilson and Alderman Sarver agreed with staff's recommendations.

Mayor Boley asked if an amount needed to be put in for stormwater next year?

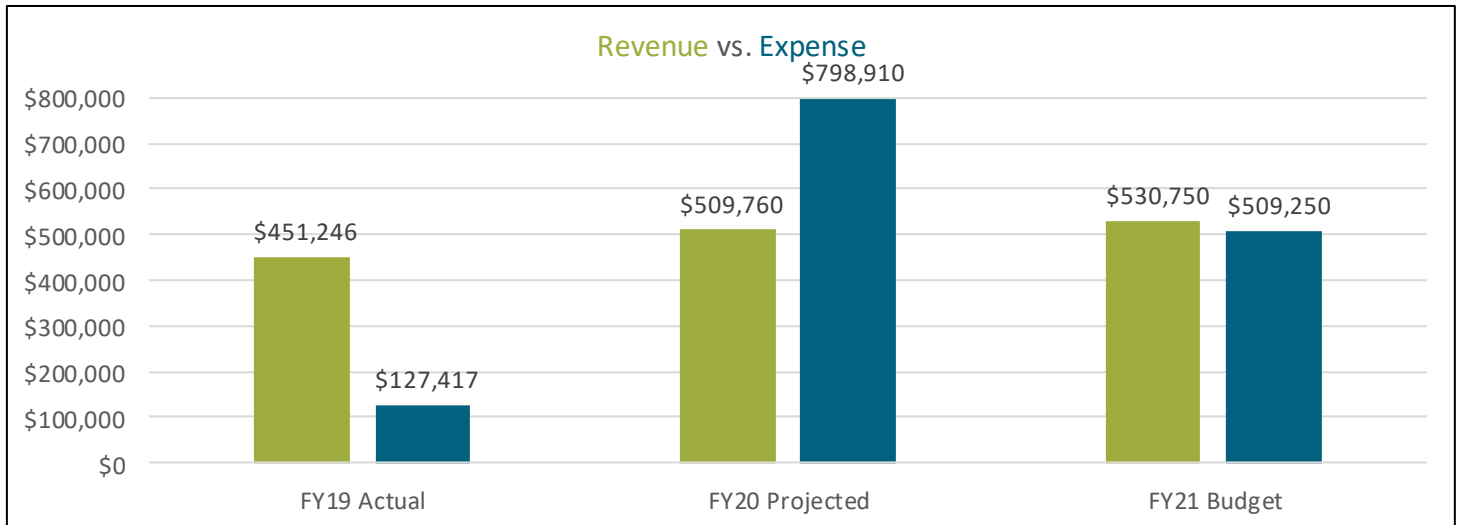
Cynthia asked for clarification.

Mayor Boley said for example to put 15% designated to stormwater projects.

Cynthia recommended as we progress through the budget, with Chuck looking at stormwater projects and implementing the Parks and Recreation Master Plan, both will help identify future projects.

Cynthia said that with Chuck looking at the stormwater priorities like he did with the pavement management index, we will be able to develop a plan. She said we may even need to look into a Stormwater Master Plan. Also, once we begin using the GIS to map and identify our stormwater system there will be a number of projects that will need to be done. She said in her conversations with Chuck the Main Street Trail has a number of culvert replacements in it. As we look at trail expansion of the Parks and Recreation system through the Parks and Recreation Master Plan, she believes we will see some joint expenditures.

CAPITAL IMPROVEMENT SALES TAX FUND BUDGET HISTORY



FY21 BUDGET HIGHLIGHTS

- Projected FY21 Beginning Cash Balance = \$34,679
- Projected FY21 Sales Tax Revenue = \$530,750
- Projected FY21 Expenditures = \$509,250

Transfer to Debt Service Fund

FY21 debt repayments = \$329,855

Additional Debt Service Fund Reserve = \$12,335

Downtown Streetscape East = \$167,060

- Projected FY21 ending Cash Balance = \$56,179

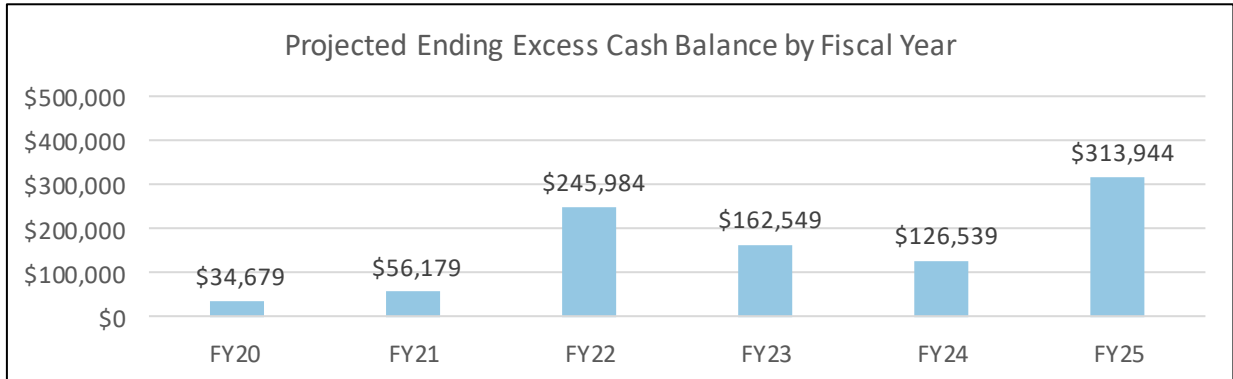
Provides funding for Debt Service Fund

Available to spend on CIP or other one-time expenses

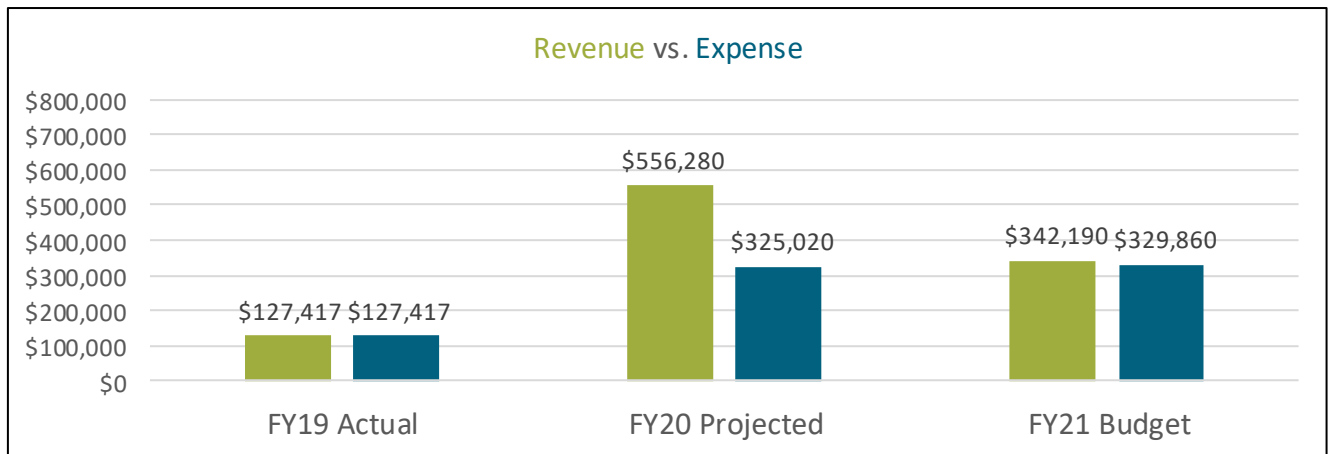
FUTURE CIP - \$495,000

- Downtown Streetscape Gateway Sign
FY23 - \$270,000
- Downtown Streetscape North
FY24 - \$625,000
MARC Grant Reimbursement - \$400,000

PROJECTED FUTURE CASH BALANCES



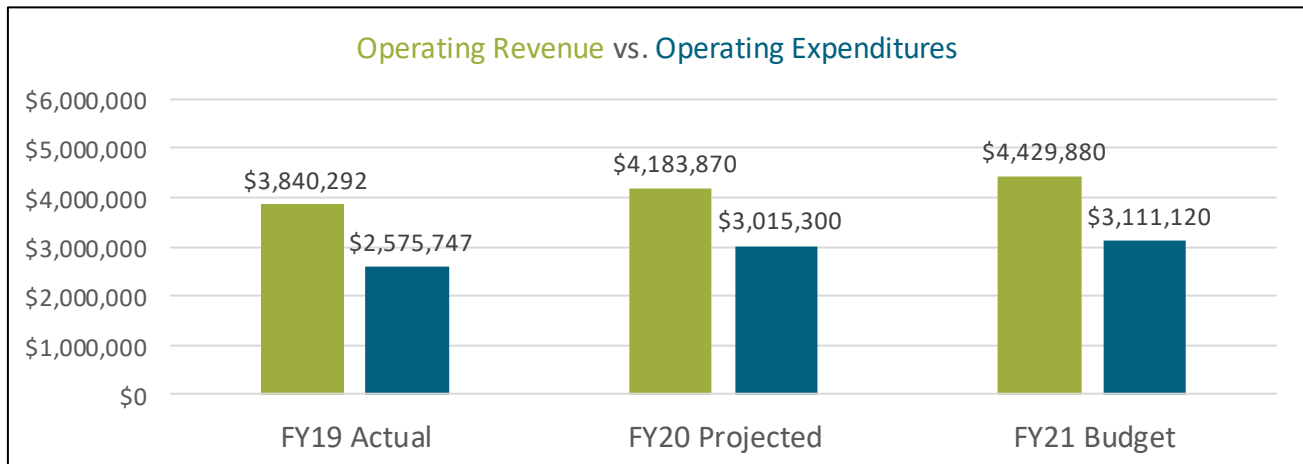
DEBT SERVICE FUND BUDGET HISTORY



FY21 BUDGET HIGHLIGHTS

- Projected FY20 Beginning Cash Balance = \$231,260
3/1/21 debt payment = \$231,260
- Projected FY21 Revenue = \$342,190
Transfer from Capital Improvement Sales Tax Fund
- Projected FY21 Expenditures = \$329,850
3/1/21 debt payment = \$231,260
9/1/21 debt payment = \$98,590
- Projected FY21 ending Cash Balance = \$243,600
3/1/22 debt payment = \$243,595

**COMBINED WATER & WASTEWATER SYSTEM FUND
FY21 OPERATING BUDGET HISTORY**



FY21 OPERATING BUDGET HIGHLIGHTS

- Projected FY21 Operating Revenue = \$4,429,880

Staff's recommendations:

- a 3% increase in water sales revenue [+\$72,630 change from FY20]
- a 10% increase in wastewater sales revenue [+\$153,620]

Rate Study recommends year 3 rate increase in April 2021

Subtotal of above recommendations = +\$226,650

All other changes not highlighted above = +\$19,360

Projected FY21 Operating Expenditures = \$3,111,120

Staff's recommendations:

- no cost of living adjustment (COLA) to the compensation plan
- a 3.0% merit pool for salary increases effective May 1, 2021 [+\$12,900]
- the addition of On-Call Time compensation [+\$23,290]
- a presumptive 15.0% increase in medical insurance [+\$9,270]

Final renewal numbers are expected in early September

- an increase in KCMO Sewer Services for Forest Oaks subdivision [+\$26,200]

Subtotal of above recommendations = +\$71,660

All other changes not highlighted above = +\$24,160

- Projected FY21 Operating Revenue = \$4,429,880
- Projected FY21 Operating Expenditures = \$3,111,120
- Operating Revenue Over/(Under) Operating Expenditures = \$1,318,760
Balanced Budget!

REVIEW OF BEGINNING CASH BALANCE

- Projected FY21 Beginning Cash Balance = \$1,320,837

- 20% Policy-Required Reserve = \$3,111,120 x 20% = \$622,224

\$330,000 invested in CDs (53.0%) maturing 2/15/2021

\$292,224 in regular bank account (47.0%)

- Excess Cash on Hand = \$1,320,837 - \$622,224 = \$698,613

Provides support for cash flow needs

Available to spend on CIP or other one-time expenses

CIP & ONE-TIME EXPENSES - \$2,010,000

- Highland Drive Sewer Replacement = \$270,000
Fixes sewer flow issues
 - 188th Street Waterline = \$270,000
Relates to MODOT work
 - Fourth Street and Fourth Terrace Water and Sewer Lines = \$500,000
 - Raw Water Pump Station, Valve Box, and Zebra Mussel Control = \$870,000
Water Master Plan 2019 Project
- \$1,870,000 total project cost with \$1M coming from Water Impact Fees
- GIS & Asset Management = \$100,000
- \$200,000 project split 50%/50% with Public Works Department (Streets)

WATER AND WASTEWATER IMPACT FEES

REVIEW OF BEGINNING CASH BALANCE

- Projected FY21 Beginning Cash Balance = \$952,166 in Water Impact
- Projected FY21 Beginning Cash Balance = \$629,643 in Sewer Impact

- Projected FY21 Revenue = \$176,590 Water Impact Fees
- Projected FY21 Revenue = \$202,420 Sewer Impact Fees

- Projected FY21 Expenditures = \$1,000,000 from Water Impact
Raw Water Pump Station, Valve Box, and Zebra Mussel Control project
- Projected FY21 ending Cash Balance = \$128,756 in Water Impact
- Projected FY21 ending Cash Balance = \$832,063 in Sewer Impact

COMBINED WATER AND WASTEWATER SYSTEM FUND

UTILIZATION OF EXCESS CASH ON HAND

- Beginning Excess Cash On Hand = \$698,613
- Operating Revenue Over/(Under) Operating Expenditures = \$1,318,760
- CIP & Other One-Time Expenses = \$2,010,000
- Ending Excess Cash on Hand = 2,017,373 - 2,010,000 = \$7,373
Equivalent to 0.2% over and above required reserve

REVIEW OF ENDING CASH BALANCE

- Ending Excess Cash On Hand = \$7,373
- 20% Policy-Required Reserve = \$622,224

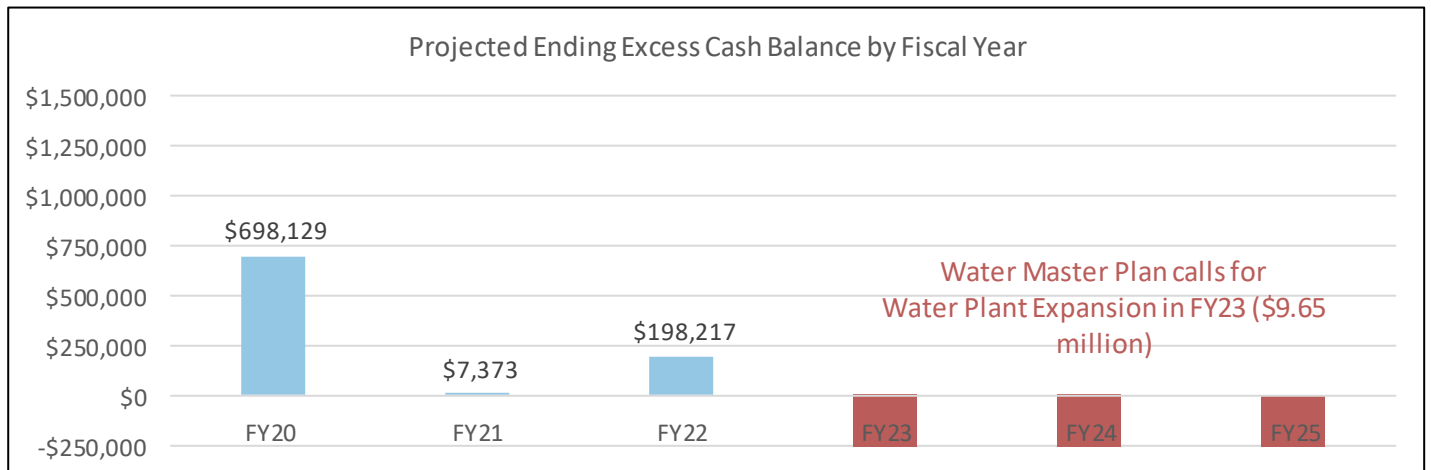
- Projected FY21 Ending Cash Balance = \$629,597
Equivalent to a 20.2% reserve

FUTURE CIP - \$1,033,900

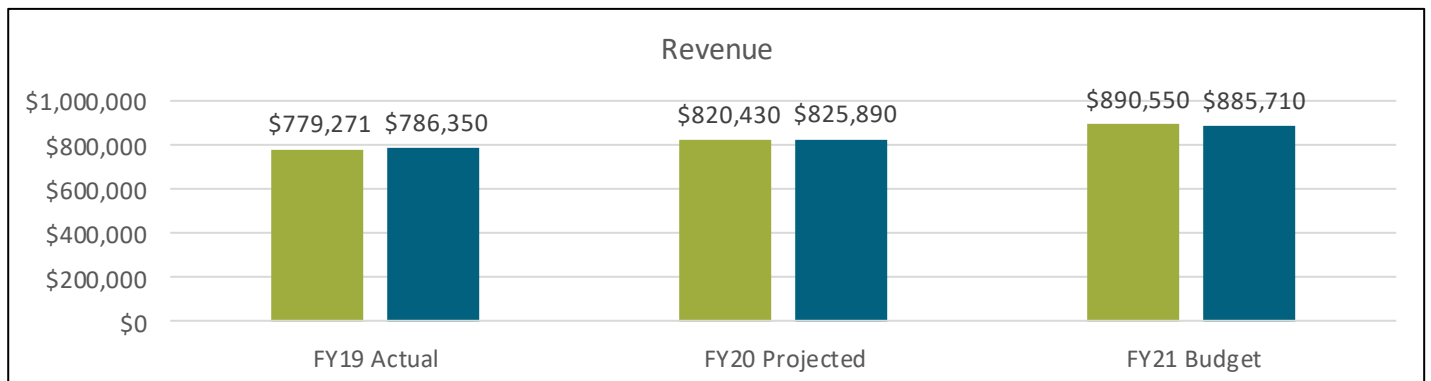
- River Crossing 12" Waterline
Water Master Plan 2020 Project in FY22 – \$553,200
 - Maple Lane 12" Waterline
Water Master Plan 2021 Project in FY22 – \$212,400
 - Chemical Feed Building Improvements
Water Master Plan 2021 Project in FY22 – \$235,000th
 - Interconnect Mains @ 144 /169 Hwy
Water Master Plan 2022 Project in FY22 – \$18,000
 - Interconnect Tower @ Amory/169 Hwy
Water Master Plan 2022 Project in FY22 – \$15,300
- + Other Water Master Plan & Wastewater Master Plan Projects!

Smithville Board of Aldermen

PROJECTED FUTURE EXCESS CASH BALANCES

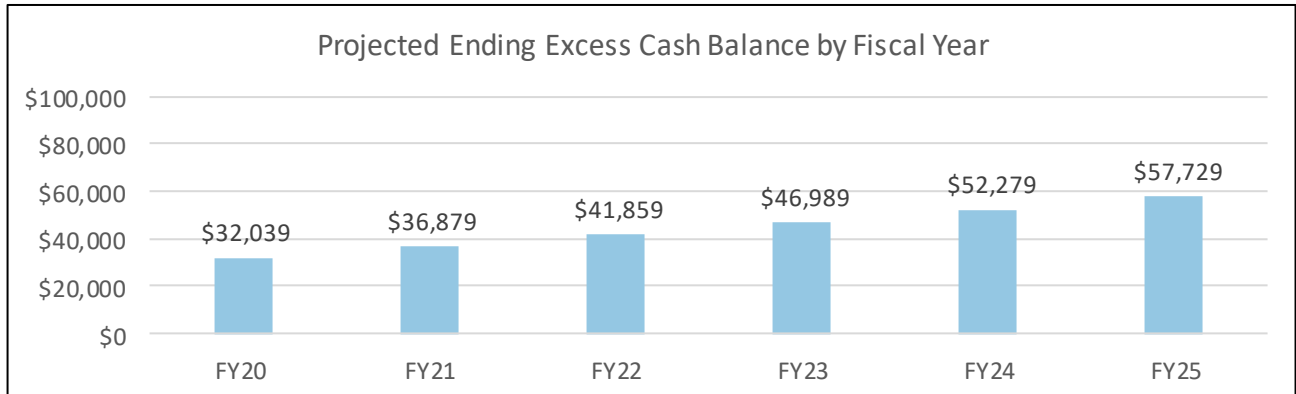


SANTITATION FUND BUDGET HISTORY



FY21 BUDGET HIGHLIGHTS

- Projected FY20 Beginning Cash Balance = \$32,039
- Projected FY21 Revenue = \$890,550
 - \$19.30/customer x 3,650 customers for Nov – Jan
 - \$19.90/customer x 3,650 customers for Feb – Oct
 - \$6,670 in late fee revenue
 - Plus \$25,500 contingency
- Projected FY21 Expenditures = \$885,710
 - \$18.92/customer x 3,650 customers for Nov – Jan
 - \$19.51/customer x 3,650 customers for Feb – Oct
 - \$12,130 for annual household hazardous waste weekend
 - Plus \$25,500 contingency
- Projected FY21 ending Cash Balance = \$37,379

PROJECTED FUTURE CASH BALANCES

Dan said that he would make all the changes from the discussion and bring the updated FY21 budget back to the Board for final discussion at another Work Session.

5. Adjourn

Alderman Bloemker moved to adjourn the Work Session. Alderwoman Wilson seconded the motion.

Ayes –6, Noes – 0, motion carried.

Mayor Boley declared the Work Session adjourned at 7:16 p.m. and called for a five-minute recess before starting the Regular Session meeting.

Linda Drummond, City Clerk

Damien Boley, Mayor

Board of Aldermen Minutes – August 18, 2020 Regular Session

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

August 18, 2020 7:00 p.m.
City Hall Council Chambers

Due to the COVID-19 pandemic this meeting was held via teleconference.

The meeting was streamed live on the city's FaceBook page.

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:27 p.m. due to the Work Session running long. A quorum of the Board was present. Mayor Boley, Aldermen Bloemker and Alderman Chevalier were in attendance in the City Hall Council Chambers. Other Board members present via Zoom meeting: Alderman Sarver, Alderman Atkins, Alderman Ulledahl and Alderwoman Wilson.

Cynthia Wagner was present in the City Hall Council Chambers. Other staff present via Zoom: Nickie Lee, Chuck Soules, Chief Jason Lockridge, Jack Hendrix, Dan Toleikis, Matt Denton and Linda Drummond.

2. Pledge of Allegiance lead by Dan Toleikis

3. Consent Agenda

- **Minutes**
 - August 4, 2020 Board of Alderman Work Session Minutes
 - August 4, 2020 Board of Alderman Regular Session Minutes
- **Finance Report**
 - Financial Report for July 2020
 - Sales Tax Report

No discussion.

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

Upon roll call vote via teleconference:

Alderwoman Wilson – Abstained, Alderman Sarver – Aye, Alderman Atkins – Aye, Alderman Bloemker – Aye, Alderman Chevalier – Aye, Alderman Ulledahl – Aye.

Ayes – 5, Noes – 0, Abstains – 1, motion carries. The Mayor declared the consent agenda approved.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

4. Committee Reports

Alderwoman Wilson reported on the August 11 Planning and Zoning Commission meeting. To date there are 26 single family residential building permits. They discussed the Comprehensive Plan and the importance of the Planning and Zoning Commission getting involved in it. There is a lot of commercial building activity going on in our community. Porter's Lumber is scheduled to open the first part of September and the new Price Chopper is scheduled to open in October.

The Finance Committee met on August 11 discussed the FY21 budget.

5. City Administrator's Report

Cynthia reported the majority of the items were included in the packet. She recognized the Mayor for his appointment to the Mid-America Regional Council board.

Cynthia provided an update of CARES funding. She explained that there are two items on the agenda for later this evening that are based on Board direction from the August 4 meeting: the Utility Assistance Grant and the Small Business Grants. She did reach out to NRAD as well as the Fire Protection District with regard to foggers. With the Board approval she has indicated to both parties that as long as they can find the foggers within her expenditure authority of \$7,500, the City would provide the funding to be used for cleaning of their facilities and vehicles.

Improvements at Heritage Park for live streaming are currently underway.

Two televisions have already been delivered for the meeting room. The remainder of the equipment for the audio-visual upgrades is anticipated over the next few weeks. Installation is scheduled for the week of September 14, provided all of the materials arrive on time.

The materials for the touchless amenities, water fountains and faucets are on order and staff will keep the Board advised on the project.

One of the items that is included in the staff report outlines some additional review and discussion related to a potential exposure of COVID. After review by city attorneys, city-expenditure funds or the Families First Coronavirus Relief Fund time is identified as an eligible CARES expenditure. The City could be reimbursed for each employee that is entitled to use up to two weeks leave. A two-week payroll for the City is about \$80,000, so staff recommends that we hold that amount back in case we have any need.

To date the City has spent, committed or identified about \$625,000 for the CARES Act funds, approximately \$320,000 remains of the funding. The unknown at this point continues to be HVAC, as indicated in the staff report and based on Alderman

Bloemker's recommendation at our last meeting, staff will have a bid ready for distribution should the Board would want to proceed with it at some point.

Included in the packet was information from the school district on assistance that they may require. At this point in time we do not know what may happen as we continue through COVID and potential response to it.

Fall Recreation programs numbers are down. We do have good participation levels and Brittanie Propes, Recreation and Marketing Manager, has done a tremendous job identifying new programs and working to make those happen. The summer programming has caused staff to shift some of our thought processes, but Brittanie has done a great job with that as well.

Comprehensive Plan updated information is on the portal. It does include some homework and discussion from past meetings. The City's FaceBook page and other social media directs people to the portal in each of the focus group areas. Staff highly encourages people to engage in this process. Cynthia indicated that she had sent an email to the Board, Economic Development Committee and the Planning and Zoning Commission that requested input on industrial development. The next scheduled meetings for the Comprehensive Plan Task Forces are August 31 through September 3 from 4:00 p.m. to 6:00 p.m. All will be conducted via Zoom and people can register for them through the portal. Cynthia explained that the hybrid meetings did not work as well, and it was difficult to incorporate the participants that were onsite in the discussion, so the second round of meetings will be via Zoom only.

Staff has received word that a letter should be forthcoming within the next week or so from the Corps of Engineers with their approval of the Dog Park. Cynthia has been in contact with staff at Clay County indicating that the City stands ready to assist with the utility line installation once the approvals are in place. Cynthia said that she will let the Board know the status as soon as staff has the information.

Cynthia reminded the Board that per discussion at the July 7 meeting and approved Resolution on July 17, the shut offs for the water and sewer utilities were suspended through the month of July. The current billing due date is August 16 and shut offs are scheduled for August 27. At this point in time we have 827 past due accounts compared to 712 last month. As Cynthia indicated earlier in the meeting staff has brought forward a Resolution for Utility Assistance Grant through the CARES Act funding for approval later in the agenda.

Alderman Chevalier asked how the number of delinquent accounts compare to this time last year?

Dan Toleikis said he did not have that information but would get it and email it to the Board.

Alderman Bloemker related his thoughts on the CARES Act funding. He said that we were clearly not on the other side of this and he would like to ensure that the City maintain a proper reserve to address the unknowns. He also acknowledged that every public board is struggling right now with governing in the age of COVID. He thanked the School Board for the hard work they are doing and undertaking and thanked them for their service. He noted that a number of items in their request do not quite fall into the category that he would expect to see from them with their request for funding. He would be supportive of funding to the band request under the City Administrator expenditure authority. He would like to see a bit more detail on the PPE request. He said that knowing the importance of the one-on-one in the elementary that's been so public and so clear, he would love to see this Board consider funding sneeze guard plexiglass arrangements for the elementary teachers, to allow them to have that barrier for that critical one-on-one education at their desk or their small group tables as they kind of proceed in person to start this year.

Cynthia said she would follow-up with the district and provide information received to the Board of Alderman.

ORDINANCES & RESOLUTIONS

6. Bill No. 2866-20, Re-Adopt the Code of Ethics – 2nd Reading

Alderman Sarver moved to approve Bill No. 2866-20, to re-adopt the Code of Ethics to comply with Missouri Ethics Commission standards. 1st reading by title only. Alderwoman Wilson seconded the motion.

No discussion.

Upon roll call vote via teleconference:

Alderman Chevalier – Aye, Alderman Ulledahl – Aye, Alderman Bloemker – Aye.
Alderwoman Wilson – Aye, Alderman Atkins – Aye, Alderman Sarver – Aye,

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2866-20 approved.

7. Bill No. 2867-20, Repeal Section 385-030 Helmet Law

Alderwoman Wilson moved to approve Bill No. 2867-20, to repeal Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License and enacting in its place a new Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License. 1st reading by title only. Alderman Sarver seconded the motion.

No discussion.

Upon roll call vote via teleconference:

Alderman Ulledahl – Aye, Alderman Chevalier – No, Alderman Bloemker – Aye.
Alderman Sarver – Aye, Alderwoman Wilson – Aye, Alderman Atkins – Aye,

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2867-20 approved first reading.

8. Bill No. 2868-20, Rezoning Harbor Lake Replat Lot 2

Alderman Sarver moved to approve Bill No. 2868-20, for the rezoning 24.5 acres of land identified as the Harbor Lakes Replat, Lot 2, which is the remaining undeveloped portion of the Harbor Lakes subdivision, to be rezoned from the R-1B single family district to A-1 in order to allow standard farming uses. 1st reading by title only. Alderman Chevalier seconded the motion.

No discussion.

Upon roll call vote via teleconference:

Alderman Bloemker – Aye, Alderman Ulledahl – Aye, Alderman Chevalier– Aye.
Alderwoman Wilson – Aye, Alderman Atkins – Aye, Alderman Sarver – Aye,

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2868-20 approved first reading.

9. Bill No. 2869-20, Condemnation of Certain Lands

Alderman Bloemker moved to approve Bill No. 2869-20, authorizing condemnation of certain lands for the purpose of constructing and maintaining a sewer line. 1st reading by title only. Alderman Chevalier seconded the motion.

Alderman Bloemker noted that this was not a direction that any board wish to take but believes this is a step forward to for the City.

Upon roll call vote via teleconference:

Alderman Sarver – Aye, Alderwoman Wilson – Aye, Alderman Ulledahl– Aye.
Alderman Chevalier – Aye, Alderman Atkins – Aye, Alderman Bloemker – Aye,

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2869-20 approved first reading.

10. Resolution 813, Award Bid No. 20-13 for City Tow Services

Alderman Chevalier moved to approve Resolution 813, to award Bid No. 20-13, for City Tow Services, to G.T. Tow Service to provide police-ordered tows at a cost to the vehicle's owner of \$100.00 per tow. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 813 approved.

11. Resolution 814, Award Bid No. 20-14 to Rebuild the Transfer and High Service Pumps at the Wastewater Plant

Alderman Sarver moved to approve Resolution 814, to award Bid No. 20-14, to Mid-America Pump to rebuild the Transfer and High Service Pump for an amount not to exceed \$51,408.12. Alderwoman Wilson seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 814 approved.

12. Resolution 815, Part-Time Employment Agreement

Alderman Bloemker moved to approve Resolution 815, approving the Part-Time Employment Agreement to use the services of Dan Toleikis on a part-time basis to continue the work previously done by him and to aid the City in the transition. Alderman Chevalier seconded the motion.

Mayor Boley and the Board thanked Dan for agreeing to continue working for the City during his transition.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 815 approved.

13. Resolution 816, Amendment to the FY19-20 Compensation Plan

Alderman Chevalier moved to approve Resolution 816, amending the FY19-20 Compensation Plan to change the job description of the Finance Director. Alderwoman Wilson seconded the motion.

Cynthia stated that the job for Finance Director will be posted in the morning.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 816 approved.

14. Resolution 817, Site Plan Shamrock Convenience Store

Alderman Sarver moved to approve Resolution 817, approving the site plan to authorize the demolition and new construction of Shamrock Convenience Store at 124 North 169 Highway. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 817 approved.

15. Resolution 818-819, CARES Act Funding

Approve Resolutions related to CARES Act Funding.

A. Resolution 818, MOU with Clay County Economic Development

Alderman Chevalier moved to approve Resolution 818, to authorizing the city to enter into a Memorandum of Understanding with the Clay County Economic Development Council for creation of CARES Small Business Grant Program Round Two. Alderman Bloemker seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 818 approved.

A. Resolution 819, MOU with Northland Assistance Center

Alderman Chevalier moved to approve Resolution 819, to authorize a Memorandum of Understanding with The Northland Assistance Center to administer a Utility and Housing Assistance Program funded through the CARES Act Stimulus Funds. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 819 approved.

16. Resolution 820, Authorize Purchase of Road Salt

Alderman Sarver moved to approve Resolution 820, authorizing the purchase of road salt from Pavlich in an amount of \$78 a ton. Alderman Ulledahl seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 820 approved.

OTHER MATTERS BEFORE THE BOARD

17. Public Comment

None

18. New Business from the Floor

None

19. Adjourn

Alderman Bloemker moved to adjourn. Alderman Chevalier seconded the motion.

Ayes – 6, Noes – 0, motion carries via teleconference. Mayor Boley declared the regular session adjourned at 7:51 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

CITY ADMINISTRATOR'S REPORT



City Administrator's Report

August 27, 2020

Smith's Fork Annexation – Status Update

Staff has reached out to Corps of Engineers staff to determine the status of the annexation request process for Smith's Fork Park and surrounding areas. Per local Corps staff, the proposed annexation request was forwarded to the District Office for planning purposes in early August. Review of our proposal and consideration of project impact has been completed. An "Assembly and Evaluation Report" will be initiated by the Corps. City staff will be notified as to what information may be required.

The time frame for review is estimated at six months for District Corps review, with an additional six months for Division and Headquarters review and authorization.

Main Street Water Line

You may recall that on July 15 a watermain break on Eagle Parkway (Old F Highway) was repaired. To restore service staff placed two valves and abandoned that section of line in the drainage way. This main was the line that completed the loop and provides a secondary feed to the neighboring subdivisions. This section of line needs to be replaced in order to restore the loop, reducing the number of customers affected if another water break should occur on this line.

Menke Excavating is the contractor installing the Main Street waterline. We have received a proposal from them to replace this 800-foot section of line at a cost of approximately \$25,000. Chuck Soules has reviewed the costs and they are acceptable for the work involved.

Staff has recommended, and I've approved, use of the Main Street water line repair force account (contingency fund). This will be accomplished as a change order to that project. There is currently about \$50,000 in the force account, with limited costs anticipated in completion of the project.

Should you have questions about this utilization of funding to address a water need, please contact me.

Bridgeport Roundabout Engineering

In 2017, the City entered into a development agreement with GreyHawke LLC for the design by the City and construction by the development of a roundabout at the intersection of Bridgeport, Falcon Drive and Old Jefferson Highway. Sealed Proposals for Qualifications for engineering services for the project were received on Wednesday, July 15, 2020.

The project will include the construction of a roundabout, pedestrian facilities, stormwater drainage, watermain relocation, lighting, and if necessary sanitary sewer modifications. The 2020 budget includes \$60,000 for this design.

Twelve qualification statements were submitted from engineering firms. A selection committee was established including: Planning and Development Director, Finance Director, PW Director, Mayor and Alderwoman Wilson. The selection committee reviewed the submittals and evaluated them on experience, similar projects, project engineer and team, schedule, knowledge of site issues, previous work for the City, and public involvement. Three firms were selected for interviews. The selection committee is recommending that TranSystems be contracted for the design of the roundabout.

The initial scope of services and cost for design provided by TranSystems exceeded the budgeted amount. Staff is discussing the scope and fees with TranSystems to negotiate an acceptable fee.

Approval of a contract with this firm was anticipated on the September 1 agenda. Should an appropriate contract be negotiated it will be presented for Board action on September 15.

Discussion with Metropolitan Community College

Continued Commitment to Education is one of the pillars of the strategic plan completed in 2019. Included as key action areas in this pillar are forging strong partnerships and building a lifelong learning culture. Earlier this week, Assistant City Administrator Nickie Lee and I met with Drs. Schutz and Kratofil of the Smithville School District, Chancellor Kimberly Beatty and other representatives of Metropolitan Community College to discuss ventures beneficial to residents, students and MCC.

The meeting was productive and identified potential for some partnerships. Through the discussion, it was discussed that this potential extend beyond the boundaries of Smithville and that expanding the discussion to include Kearney and Excelsior Springs could be fruitful.

To that end, a meeting has been scheduled in September for school, city, and chamber representatives from all three cities to meet with MCC representatives to discuss potential collaboration. Mayor Boley, Nickie and I will attend representing the City of Smithville and will keep you posted as to discussion in this area.

Clay County CARES Reporting Portal

Clay County has developed a portal housing documentation of expenditures by all entities receiving CARES funding. The portal may be found at:

<https://www.claycountymo.gov/transparency/cares-act-funding>

Comprehensive Plan Update

The portal has been updated and is a bit more user friendly and has additional information. <https://lab.future-iq.com/city-of-smithville-comprehensive-planning-process-2020/smithville-community-engagement/>

The next series of task force group meetings is scheduled for next week. All meetings will be in Zoom meeting format only (no in-person locations). Sessions will begin at 4:00 p.m. and conclude by 6:00 p.m.

Housing and Neighborhoods
Small Town Feel and Sense of Community
Business and Economic Development
Recreation and Connectivity

Monday, August 31
Tuesday, September 1
Wednesday, September 2
Thursday, September 3

REPEAL SECTION 385.030 HELMET LAW**City of Smithville****Meeting Date:** 09/01/2020**Department:** Police**Agenda Item:**

Bill No 2867-20: Ordinance Repealing Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License. And Enacting In Its Place A New Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License.

Summary:

On July 14, 2020, Governor Parson signed HB 1963 which effective repealed Missouri's mandatory helmet law for many riders. The bill states, "Any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motor tricycle upon any highway of this state without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with chapter 303, is covered by a health insurance policy or other forms of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motor tricycle."

Purpose:

Bill 2867-20 will repeal Section 385.030 of the Code of Ordinances and replace it with a new Section 385.030 to bring City Ordinance in line with the new State Statute.

Impact:

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	N/A

Legislative History:

This ordinance was last modified on March 16, 2004.

Suggested Action:

Staff recommends approval of Bill 2867-20. Second reading by title only.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☒ Ordinance ☐ Resolution ☐ Minutes ☐ Other:

BILL NO. 2867-20

ORDINANCE NO. _____

ORDINANCE REPEALING ORDINANCE SECTION 385.030 OPERATION OF MOTOR VEHICLE WITHOUT PROPER LICENSE PROHIBITED — MOTORCYCLE — SPECIAL LICENSE. AND ENACTING IN ITS PLACE A NEW ORDINANCE SECTION 385.030 OPERATION OF MOTOR VEHICLE WITHOUT PROPER LICENSE PROHIBITED — MOTORCYCLE — SPECIAL LICENSE.

WHEREAS Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License. Of the Smithville City Ordinances currently reads as follows:

Section 385.030 Operation of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License.

- A. *Unless otherwise provided for by law, it shall be unlawful for any person, except those expressly exempted by Section 302.080, R.S.Mo., to:*
1. *Operate any vehicle upon any highway in this State unless the person has a valid license;*
 2. *Operate a motorcycle or motortricycle upon any highway of this State unless such person has a valid license that shows the person has successfully passed an examination for the operation of a motorcycle or motortricycle as prescribed by the Director. The Director may indicate such upon a valid license issued to such person or shall issue a license restricting the applicant to the operation of a motorcycle or motortricycle if the actual demonstration, required by Section 302.173, R.S.Mo., is conducted on such vehicle;*
 3. *Authorize or knowingly permit a motorcycle or motortricycle owned by such person or under such person's control to be driven upon any highway by any person whose license does not indicate that the person has passed the examination for the operation of a motorcycle or motortricycle or has been issued an instruction permit therefor;*
 4. *Operate a motor vehicle with an instruction permit or license issued to another person.*
 5. *Operates a motor vehicle in any manner in violation of the restrictions imposed in a restricted license issued to the person.*
- B. *Every person operating or riding as a passenger on any motorcycle or motortricycle, as defined in Section 301.010, R.S.Mo., upon any highway of this City shall wear protective headgear at all times the vehicle is in motion. The protective headgear shall meet reasonable standards and specifications established by the Director.*

WHEREAS the State of Missouri has passed a new Section 302.026 R.S.Mo. (Effective 8-28-20) which reads as follows:

- 1. Any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motortricycle upon any highway of this state without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with chapter 303, is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motortricycle.*
- 2. Proof of coverage required by subsection 1 of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.*
- 3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.*

WHEREAS the City of Smithville wishes to amend City Ordinance Section 385.030 to comply with the new Missouri law regarding the operation of motorcycles with or without a helmet.

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

Effective August 28, 2020 Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License. of the Smithville City Ordinances is repealed and replaced by a new Section 385.030 Operation Of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License of the Smithville City Ordinances which shall read as follows.

Section 385.030 Operation of Motor Vehicle Without Proper License Prohibited — Motorcycle — Special License.

- A. Unless otherwise provided for by law, it shall be unlawful for any person, except those expressly exempted by Section 302.080, R.S.Mo., to:
1. Operate any vehicle upon any highway in this State unless the person has a valid license;
 2. Operate a motorcycle or motortricycle upon any highway of this State unless such person has a valid license that shows the person has successfully passed an examination for the operation of a motorcycle or motortricycle as prescribed by the Director. The Director may indicate such upon a valid license issued to such person or shall issue a license restricting the applicant to the operation of a motorcycle or motortricycle if the actual demonstration, required by Section 302.173, R.S.Mo., is conducted on such vehicle;
 3. Authorize or knowingly permit a motorcycle or motortricycle owned by such person or under such person's control to be driven upon any highway by any person whose license does not indicate that the person

has passed the examination for the operation of a motorcycle or motortricycle or has been issued an instruction permit therefor;

4. Operate a motor vehicle with an instruction permit or license issued to another person.
5. Operates a motor vehicle in any manner in violation of the restrictions imposed in a restricted license issued to the person.

B. Except as provided in subsection C. every person operating or riding as a passenger on any motorcycle or motortricycle, as defined in Section 301.010, R.S.Mo., upon any highway of this City shall wear protective headgear at all times the vehicle is in motion. The protective headgear shall meet reasonable standards and specifications established by the Director.

C. Exceptions to Helmet Requirement

1. Notwithstanding §375.190.B of these Ordinances, any qualified motorcycle operator who is twenty-six years of age or older may operate a motorcycle or motortricycle upon any City Street or highway without wearing protective headgear if he or she in addition to maintaining proof of financial responsibility in accordance with chapter 303 R.S.Mo, is covered by a health insurance policy or other form of insurance which will provide the person with medical benefits for injuries incurred as a result of an accident while operating or riding on a motorcycle or motortricycle.
2. Proof of coverage required by subsection C.1. of this section shall be provided, upon request by authorized law enforcement, by showing a copy of the qualified operator's insurance card.
3. No person shall be stopped, inspected, or detained solely to determine compliance with this section.

PASSED THIS ____ DAY OF _____ 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st reading 08/18/2020

2nd reading __/__/__

REZONING HARBOR LAKE LOT 2**City of Smithville****Meeting Date:** September 1, 2020**Department:** Development**Agenda Item:** Rezoning Harbor Lake Replat Lot 2**Summary:**

Approving this ordinance would change the zoning from R-1B to A-1.

Purpose:

The applicant requested that 24.5 acres of land identified as the Harbor Lakes Replat, Lot 2, which is the remaining undeveloped portion of the Harbor Lakes subdivision, to be rezoned from the R-1B single family district to A-1 in order to allow standard farming uses. The applicant is also the owner of the A-1 zoned land to the north of this property, and the Harbor Lakes subdivision and the HOA lake are on the east and south. To the west is A-1 land as well.

The matter was properly noticed in the newspaper and to adjoining property owners for a public hearing at the August 11, 2020 Planning and Zoning Commission meeting. At the hearing, only the applicant spoke in favor of the request. Following the hearing, the Commission voted to recommend approval of rezoning the land to A-1 and submits its Findings of Fact to the Board.

Impact:

Comprehensive Plan:	Complies
Economic Development Plan:	n/a
Parks Master Plan:	n/a
Strategic Plan:	n/a
Capital Improvement Plan:	n/a
Budget:	n/a

Legislative History:

The property was originally zoned and Preliminary Platted as part of the Harbor Lakes subdivision in 2002 and modified in 2003.

Suggested Action:

A motion to Read Bill No. 2868-20 for Second Reading by Title Only.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☒ Ordinance ☐ Resolution ☐ Minutes ☒ Other: Staff Report

***FINDING OF FACTS AND
CONCLUSIONS OF LAW***

Applicant: Twyla Harding Revocable Trust

Land Use Proposed: A-R

Zoning: R-1B

Property Location: Harbor Lakes Replat – Northwest undeveloped area.

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 August 11, 2020, and presents these findings to the Board of Aldermen, with its' recommendations on the application.

Finding of Facts

1. *Character of the neighborhood.*
The neighborhood is predominately low density single-family residential properties, with some large lot farm ground to the west and north.
2. *Consistency with the City's Comprehensive Plan and ordinances.*
The Comprehensive plan calls out the general area as a low density residential.
3. *Adequacy of public utilities and other needed public services.*
Adequate utilities are available.
4. *Suitability of the uses to which the property has been restricted under its existing zoning.*
The tract is 24.5 acres of land that was proposed to be the final phases of the Harbor Lakes subdivision. Since the 2008 recession, the property has remained undeveloped.
5. *Length of time the property has remained vacant as zoned.*
The property is R-1B land originally Preliminary Platted for housing similar to the existing Harbor Lakes subdivision.
6. *Compatibility of the proposed district classification with nearby properties.*
The proposed district is comparable to the land to the north of the Harbor Lakes subdivision.
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 August 11, 2020, 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 to A-1 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 setting the initial zoning to A-1.

BILL NO. 2868-20

ORDINANCE NO. _____

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 the undeveloped portion of Harbor Lakes subdivision on June 30, 2020; and

WHEREAS, a Public Notice was mailed to adjoining property owners and published in the CT newspaper more than 15 days prior to the Public Hearing before the Planning Commission on August 11, 2020; and

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

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: Harbor Lake Replat, Lot 2, a subdivision in Smithville, Clay County, Missouri

is hereby changed from R-1B to A-1.

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 _____ DAY OF _____, 20____

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: / /

Second Reading / /

Exhibit A

All that part of the North one half of Section 36, Township 34, Range 33, Clay County, Missouri, described as follows: Beginning at the Northwest corner of the Northeast Quarter of said Section 36; thence North 89 degrees 49 minutes 48 seconds East along the North line of the Northeast Quarter of said Section 36, a distance of 662.69 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 36; thence South 0 degrees 20 minutes 18 seconds West along the East line of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 36, a distance of 663.23 feet to the Southeast corner of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 36; thence North 89 degrees 50 minutes 00 seconds East along the South line of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter of said Section 36, a distance of 590.45 feet to the West line of the East 170 Acres of said Section 36; thence South 0 degrees 26 minutes 29 seconds West along the West line of the East 170 Acres of said Section 36, a distance of 114.37 feet; thence North 89 degrees 43 minutes 06 seconds West, a distance of 971.22 feet; thence South 56 degrees 32 minutes 56 seconds West, a distance of 98.83 feet; thence South 46 degrees 04 minutes 14 seconds West, a distance of 376.49 feet to the most Westerly corner of Tract "G", HARBOR LAKE FIFTH PLAT, a subdivision of land in the City of Smithville, Clay County, Missouri; thence North 89 degrees 43 minutes 06 seconds West, a distance of 238.15 feet; thence South 13 degrees 23 minutes 08 seconds West, a distance of 70.00 feet; thence North 89 degrees 43 minutes 06 seconds West, a distance of 1004.87 feet to a point on the East line of Lot 1, CARTER FARMS, a subdivision of land in the City of Smithville, Clay County, Missouri; thence North 00 degrees 34 minutes 50 seconds East, along the East line of said Lot 1, a distance of 60.52 feet to the Northeast corner of said Lot 1; thence North 89 degrees 28 minutes 47 seconds West, along the North line of said Lot 1, a distance of 528.68 feet to the Northwest corner of said Lot 1, said point also being on the East right of way line of Missouri State Highway "F"; thence North 0 degrees 34 minutes 50 seconds East along said right of way line, a distance of 794.51 feet; thence along said right of way line, along a curve to the left, tangent to the last described course, having a radius of 349.73 feet, an arc distance of 66.19 feet; thence South 89 degrees 38 minutes 07 seconds East, a distance of 192.23 feet; thence North 0 degrees 35 minutes 50 seconds East, a distance of 233.0 feet to the North line of the Northwest Quarter of said Section 36; thence South 89 degrees 38 minutes 07 seconds East along said line, a distance of 1666.64 feet to the point of beginning. Said tract contains 60.87 acres more or less.



STAFF REPORT
August 11, 2020
Rezoning of Parcel Id # 01-915-00-02-001.00

Application for a Zoning District Classification Amendment

Code Sections:

400.560.C Zoning District Classification Amendments

Property Information:

Address: Undeveloped land Harbor Lake
Owner: Twyla Harding
Current Zoning: R-1B
Proposed Zoning: A-1

Public Notice Dates:

1st Publication in Newspaper: July 23rd, 2020
Letters to Property Owners w/in 185': July 23rd, 2020

GENERAL DESCRIPTION:

The applicant seeks to rezone a 24.35 acre parcel that represents the remaining undeveloped portions of the Harbor Lake Subdivision, lying north of the existing subdivision and between the end of both Harbor Dr. and 196th St. The applicant also owns the land further to the north, which is also zoned A-1.



EXISTING ZONING:

The existing zoning is R-1B and was preliminarily platted to be part of the Harbor Lake subdivision.

CHARACTER OF THE NEIGHBORHOOD *400.560.C.1*

The surrounding area is a fully developed, single-family subdivision to the south and to the east of the parcel, with A-1 land to the west and north.

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

The existing Comprehensive Plan was approved on October 6, 2005 and calls for this area to be low density Residential.



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

While all utilities are available to the site, no anticipated utilities would be anticipated for agricultural uses.

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

The current use is vacant, undeveloped phases of Harbor Lake subdivision. That subdivision stopped adding phases after the 2008 recession.

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

The property was zoned to its' existing district classification when Harbor Lake subdivision was planned in the early 2000's and has not changed following the final plat approval of the 5th plat of the subdivision in 2006. The final lot in that plat was completed in 2017

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

The proposed district would extend the farm uses further south into the subdivision area.

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

Some of the A-1 uses can impact the use and enjoyment of existing homes, but no known uses are identified.

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 specifically identified, no great loss is expected.

STAFF RECOMMENDATION:

Staff recommends the Commission consider the impact that the conflicts between full farming operations and fully developed residential subdivisions may cause and base its' recommendation on the 8 items above.

Respectfully Submitted,

Zoning Administrator

CONDEMNATION OF CERTAIN LAND



City of Smithville

Meeting Date: September 1, 2020

Department: Public Works

Agenda Item: Bill No. 2869-20, An Ordinance Authorizing Condemnation of Certain Lands for the Purpose of Constructing and Maintaining a Sewer Line – Second Reading by title only

The South Sewer Interceptor Project includes the installation of a sanitary sewer gravity main along the east side of the Rocky Branch of Wilkerson Creek south of Amory Road as well as near the northwest quadrant of the US Highway 169 and Stonebridge Lane intersection. The City hired HDR to provide the engineering plans under Authorization 65.

In December of 2019 Right-of-Way Associates were hired to complete appraisals and make offers for the necessary permanent and temporary easements to complete the construction. Offers were presented to the owners of the properties in February and March. Right-of-Way Associates have tried to contact owners several times to discuss the appraisals and offer but, with the exception of only a couple there has been no response. The few that have responded have asked for compensation or concessions that have not been justified.

In order to get this project moving the City needs to initiate the condemnation process. Municipalities have the power of Eminent Domain which essentially allows Cities to condemn property for public purposes. The process allows for a fair value to be determined and property owners are compensated fairly.

Briefly, the process begins with the City passing an Ordinance identifying the property needed, the purpose of the taking, and the owners of the property. The Ordinance on this agenda takes this action.

A 60-day notice of the City's intent to condemn the property is sent to the owners explaining the process and their rights. This is followed up with a 30-day notice and written offer before the filing of the condemnation action. If no agreement is reached, then the City files a condemnation suit and personally serves the owners, providing notice of a hearing in court. At the initial hearing the court will determine if the City has established the power to condemn for a public purpose, the necessity of the property, and that the City engaged in good faith negotiations to acquire the property before filing the petition. If these elements are satisfied, the court will enter an order of condemnation allowing the City to acquire the property upon payment of damages and will appoint commissioners.

Commissioners then conduct an informal hearing which provides an opportunity for the property owners to present their position on value and damages to an impartial panel. The Commissioners file a report of value and damages. The City can then pay into the court the amount of the determined value and take possession. Both the City and the owners have the right to file an exception and could request a jury trial. The City is responsible for all condemnation proceedings costs.

There are many issues relating to each of these steps which if the Board has further questions should be referred to the City's Attorney.

Purpose:

To approve Bill No. 2869-20, An Ordinance Authorizing Condemnation of Certain Lands for the Purpose of Constructing and Maintaining a Sewer Line - First Reading

Impact

Comprehensive Plan:	No Impact
Economic Development Plan:	No Impact
Parks Master Plan:	No Impact
Strategic Plan:	No Impact
Capital Improvement Plan:	The South Sewer interceptor project is included in the CIP
Budget:	No Impact

Legislative History:**Suggested Action:**

A motion to approve Bill No. 2869-20, An Ordinance Authorizing Condemnation of Certain Lands for the Purpose of Constructing and Maintaining a Sewer Line - Second Reading by Title Only.

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☒ Ordinance ☐ Resolution ☐ Minutes ☐ Other:

BILL NO. 2869-20

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING CONDEMNATION OF CERTAIN LANDS FOR THE
PURPOSE OF CONSTRUCTING AND MAINTAINING A SEWER LINE**

Authorizing condemnation and taking of public and private property interest for public use as Permanent Sewer Easements and Temporary Construction & Grading Easements along the east side of the Rocky Branch of Wilkerson Creek south of Amory Road as well as near the northeast quadrant of the US Hwy 169 and Stonebridge Lane intersection for a sewer improvement project "**SOUTH SMITHVILLE INTERCEPTOR**", in Smithville, Clay County, Missouri providing for the payment of just compensation therefore; authorizing continued negotiations and purchase by the City of Smithville; authorizing the filing of the petition for condemnation by the City Attorney on behalf of the City; and directing the City Clerk to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

WHEREAS, the Board of Aldermen finds that certain interests in private property must be condemned for the necessary public use for the construction of a sanitary sewer improvement project "**SOUTH SMITHVILLE INTERCEPTOR**" in Smithville, Clay County, Missouri.

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

SECTION 1. That the property interests herein described are hereby authorized condemned and taken for public purpose in and upon the land hereinafter described for use as a Sanitary Sewer Line, Sewer Easements and Temporary Construction & Grading Easements in a proceeding instituted in Clay County, Missouri, by the City Attorney for "**SOUTH SMITHVILLE INTERCEPTOR**", including any necessary structures or appurtenances, in Smithville, Clay County, Missouri, hereby described as follows:

SECTION 2. That the property interests obtained by condemnation shall be used by the City of Smithville, Missouri for the location of improvements to be constructed thereon including any necessary structures, facilities, and appurtenances to it, and Smithville or its authorized agents, employees or independent contractors, shall have the right to enter in or authorize the entry in and upon said properties for the purpose of constructing, reconstructing, maintaining, operating and repairing the following improvements:

Temporary Construction and Grading Easement

The Temporary Construction and Grading Easements shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors, during the construction of said project, for grading and sloping, removal of trees and shrubbery, removal and replacement of fencing, sidewalks and driveways, the storage of materials, the operation of equipment, and the movement of a working force.

The City of Smithville Missouri shall cause the surface of lands lying within said temporary construction easements to be restored to substantially the same physical condition that existed at the time Smithville or its agents entered upon them. Temporary construction easements shall terminate two (2) years from commencement of construction, or upon completion and acceptance of the improvements by the Director of Public Works or the City Administrator whichever occurs first.

Permanent Utility Easement

The Permanent Utility Easement shall be used by the City of Smithville Missouri or its authorized agents, servants, employees or independent contractors for the location, construction, reconstruction, maintenance, operation and repair of a sanitary sewer line main improvements and any and all appurtenances incidental thereto for "**SOUTH SMITHVILLE INTERCEPTOR**" in, under, upon, over, across, and through the following described tracts of land situated in Smithville, Clay County, Missouri.

By the granting of these Permanent Utility Easements, it shall not be construed to prohibit the Landowner (Subject to compliance with all applicable City Ordinances) from developing any adjoining property, or from the laying out, establishing and constructing pavement, surfacing of roadways, curbing and gutters along, upon, over or across said easement or any portion thereof; provided, however, said easement shall be kept free from additional depth of overburden, (no change in the earth cover over the sewer line will be made without the written approval of the City of Smithville Director of Public Works or the City Administrator) buildings, and any other structure or obstruction (except sidewalks, roadways pavement, grass, shrubs, fences, or curbs), which will interfere with the Grantee in entering upon said adjacent land and easement for the purpose of laying, constructing, reconstructing, operating, repairing, improving, and maintaining said sewer main improvements and appurtenances.

The City of Smithville shall cause the surface of lands lying within the Permanent Utility Easement to be restored to substantially the same physical condition that existed at the time the City of Smithville or its agents entered upon it, with the exception of any sewer facilities or appurtenances thereto that may need to be upon said surface.

SECTION 3. That the private property is hereby authorized condemned and taken for public use and hereby described as follows:

PERMANENT SEWER EASEMENTS

Tract/Parcel No. 6 – PERMANENT SEWER EASEMENT:

Owner. L. David Littleton, Trustee of the L. David Littleton Revocable Trust dated March 29, 2013,

PERMANENT SEWER EASEMENT:

All that part of the Southwest Quarter of Section 26, Township 53 North, Range 33 West, in Smithville, Clay County, Missouri, more particularly described as follows:

Beginning at the southeast corner of a tract of land as described and recorded in Book 5044 at Page 31, in the Office of the Recorder of Deeds, Clay County, Missouri, said point being also the southwest corner Lot 1, Highview Subdivision, a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, thence N03°13'21"E, along the east line of said tract and the west line of said Lot 1, 250.27 feet (250.00 deed) to the northeast corner of said tract; thence N89°07'44"W, along said north line, 14.81 feet; thence departing said north line, S41°46'39"E, 6.78 feet; thence S03°13'21"W, 234.24 feet; thence S48°13'21"W, 13.02 feet; thence S00°53'38"W, 2.19 feet to the south line of said tract, thence S89°06'22"E, along said south line, 19.14 feet to the Point of Beginning.

Containing 2,575 square feet, more or less

Tract/Parcel No. 7 PERMANENT SEWER EASEMENT

Owner. IFTIKHAR & RUBINA MALIK, KAMIL MALIK, (Married Person) and MOUNIS MALIK (Single Person)

PERMANENT SEWER EASEMENT

All that part of the Southwest Quarter of Section 26, Township 53 North, Range 33 West, in Smithville, Clay County, Missouri, more particularly described as follows:

Beginning at the northeast corner of a tract of land as described and recorded in Book 6111 at Page 98, in the Office of the Recorder of Deeds, Clay County, Missouri, said point being also the southwest corner Lot 1, Highview Subdivision, a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, thence S03°13'21"W, along the east line of said tract, 10.00 feet to the southeast corner of said tract; thence N89°06'22"W, along the south line of said tract, 18.73 feet; thence departing said south line, N00°53'38"E, 10.00 feet to the north line of said tract; thence S89°06'22"E, along said north line, 19.14 feet to the Point of Beginning.

Containing 189 square feet, more or less.

Tract/Parcel No. 12 PERMANENT SEWER EASEMENT

Owner: Bill L. and Arvilla L. Maples

PERMANENT SEWER EASEMENT

All that part of the Southeast Quarter of Section 2, Township 52 North, Range 33 West, Clay County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence S89°29'46"E, along the south line thereof, 233.51 feet to the Point of Beginning; thence departing said south line, N08°09'46"E, 103.74 feet; thence N11°49'27"W, 314.32 feet; thence

N17°51'47"E, 239.91 feet to the south right of way line of Armory Road; thence along said right of way line, easterly, on a curve to the left having an initial tangent bearing of S75°32'39"E and a radius of 255.00 feet, an arc distance of 20.10 feet; thence departing said right of way line, S17°51'47"W, 236.59 feet; thence S11°49'27"E, 312.55 feet; thence S08°09'46"W, 104.58 feet to the south line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence N89°29'46"W, along said south line, 20.18 feet to the Point of Beginning.

Containing 13,114 square feet, more or less.

Tract/Parcel No. 13 PERMANENT SEWER EASEMENT

Owner: Bill L Maples, Trustee under the Bill L. Maples Declaration of Trust Dated June 30, 1997

PERMANENT SEWER EASEMENT

All that part of the Southeast Quarter of Section 2, Township 52 North, Range 33 West, Clay County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence S89°24'05"E, along the south line thereof, 263.70 feet to the Point of Beginning; thence departing said south line, N12°16'21"W, 368.52 feet; thence N08°09'46"E, 296.30 to the north line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence S89°29'46"E, along said north line, 20.18 feet; thence departing said north line, S08°09'46"W, 295.38 feet; thence S12°16'21"E, 369.48 feet to the south line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence N89°24'05"W, along said south line, 20.52 feet to the Point of Beginning.

Containing 13,297 square feet, more or less.

Tract/Parcel No. 14 PERMANENT SEWER EASEMENT:

Owner: William J. and Jamie L. Talley,

PERMANENT SEWER EASEMENT:

All that part of the Southeast Quarter of Section 2, Township 52 North, Range 33 West, Clay County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 2; thence S89°18'18"E, along the south line thereof, 274.42 feet to the Point of Beginning; thence departing said south line, N12°35'49"E, 89.05 feet; thence N04°03'55"W, 398.63 feet; thence N03°01'31"W, 400.53 feet; thence N01°59'09"E, 399.19 feet; thence N12°16'21"W, 32.02 feet to the north line of the South Half of the Southeast Quarter of said Section 2; thence S89°24'05"E, along said north line, 20.52

feet; thence departing said north line, S12°16'21"E, 29.96 feet; thence S01°59'09"W, 400.81 feet; thence S03°01'31"E, 399.47 feet; thence S04°03'55"E, 401.37 feet; thence S12°35'49"W, 87.76 feet to the south line of the Southeast Quarter of said Section 2; thence N89°18'18"W, along said south line, 20.44 feet to the Point of Beginning.

Containing 26,388 square feet, more or less.

Temporary Construction Easements

Tract/Parcel No. 6 — Temporary Construction & Grading Easement

Owner: L. David Littleton, Trustee of the L. David Littleton Revocable Trust dated March 29, 2013,

TEMPORARY CONSTRUCTION & GRADING EASEMENT:

All that part of the Southwest Quarter of Section 26, Township 53 North, Range 33 West, in Smithville, Clay County, Missouri, more particularly described as follows:

Beginning at the southeast corner of a tract of land as described and recorded in Book 5044 at Page 31, in the Office of the Recorder of Deeds, Clay County, Missouri, said point being also the southwest corner Lot 1, Highview Subdivision, a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, thence N03°13'21"E, along the east line of said tract and the west line of said Lot 1, 25.00 feet; thence departing said east line, N89°06'22"W, 25.00 feet; thence S03°13'04"W, 25.00 feet to the south line of said tract, thence S89°06'22"E, along said south line, 25.00 feet to the Point of Beginning.

AND;

Commencing at the southeast corner of a tract of land as described and recorded in Book 5044 at Page 31, in the Office of the Recorder of Deeds, Clay County, Missouri, said point being also the southwest corner Lot 1, Highview Subdivision, a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, thence N03°13'21"E, along the east line of said tract and the west line of said Lot 1, 225.24 feet to the Point of Beginning; thence continue N03°13'21"E, 25.02 feet to the northeast corner of said tract; thence N89°07'44"W, along said north line, 41.03 feet; thence departing said north line, S00°52'16"W, 25.00 feet; thence S89°07'44"E, 40.00 feet to the Point of Beginning.

EXCEPT; the Permanent Utility Easement described above,

Containing 1,064 square feet, more or less.

Tract/Parcel No. 7 — Temporary Construction & Grading Easement

Owner: IFTIKHAR & RUBINA MALIK, KAMIL MALIK, (Married Person) and MOUNIS MALIK (Single Person).

TEMPORARY CONSTRUCTION & GRADING EASEMENT:

All that part of the Southwest Quarter of Section 26, Township 53 North, Range 33 West, in Smithville, Clay County, Missouri, more particularly described as follows:

Beginning at the northeast corner of a tract of land as described and recorded in Book 6111 at Page 98, in the Office of the Recorder of Deeds, Clay County, Missouri, said point being also the southwest corner Lot 1, Highview Subdivision, a subdivision in Smithville, Clay County, Missouri, according to the recorded plat thereof, thence S03°13'21"W, along the east line of said tract, 10.00 feet to the southeast corner of said tract; thence N89°06'22"W, along the south line of said tract, 25.00 feet; thence departing said south line, N03°13'04"E, 10.01 feet to the north line of said tract; thence S89°06'22"E, along said north line, 25.00 feet to the Point of Beginning.

EXCEPT; the Permanent Utility Easement described above,

Containing 61 square feet, more or less.

Tract/Parcel No. 12 — Temporary Construction & Grading Easement

Owner: Bill L. and Arvilla L. Maples,

TEMPORARY CONSTRUCTION & GRADING EASEMENT:

All that part of the Southeast Quarter of Section 2, Township 52 North, Range 33 West, Clay County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence S89°29'46"E, along the south line thereof, 223.42 feet to the Point of Beginning; thence departing said south line, N08°09'46"E, 103.33 feet; thence N11°49'27"W, 315.21 feet; thence N17°51'47"E, 242.16 feet to the south right of way line of Armory Road; thence along said right of way line, easterly, on a curve to the left having an initial tangent bearing of S73°17'43"E and a radius of 255.00 feet, an arc distance of 60.73 feet; thence departing said right of way line, S17°51'47"W, 234.67 feet; thence S11°49'27"E, 309.88 feet; thence S08°09'46"W, 105.83 feet to the south line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence N89°29'46"W, along said south line, 60.54 feet to the Point of Beginning.

EXCEPT; the Permanent Utility Easement described above,

Containing 26,145 square feet, more or less.

Tract/Parcel No. 13 — Temporary Construction & Grading Easement

Owner: Bill L Maples, Trustee under the Bill L. Maples Declaration of Trust Dated June 30, 1997

TEMPORARY CONSTRUCTION & GRADING EASEMENT:

All that part of the Southeast Quarter of Section 2, Township 52 North, Range 33 West, Clay County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence S89°24'05"E, along the south line thereof, 253.44 feet to the Point of Beginning; thence departing said south line, N12°16'21"W, 368.04 feet; thence N08°09'46"E, 296.75 to the north line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence S89°29'46"E, along said north line, 60.54 feet; thence departing said north line, S08°09'46"W, 294.01 feet; thence S12°16'21"E, 370.93 feet to the south line of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 2; thence N89°24'05"W, along said south line, 61.55 feet to the Point of Beginning.

EXCEPT; the Permanent Utility Easement described above,

Containing 26,595 square feet, more or less.

Tract No. 14 — Temporary Construction & Grading Easement

Owner: William J. and Jamie L. Talley,

TEMPORARY CONSTRUCTION & GRADING EASEMENT:

All that part of the Southeast Quarter of Section 2, Township 52 North, Range 33 West, Clay County, Missouri, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 2; thence S89°18'18"E, along the south line thereof, 264.20 feet to the Point of Beginning; thence departing said south line, N12°35'49"E, 89.69 feet; thence N04°03'55"W, 397.25 feet; thence N03°01'31"W, 401.06 feet; thence N01°59'09"E, 398.37 feet; thence N12°16'21"W, 33.07 feet to the north line of the South Half of the Southeast Quarter of said Section 2; thence S89°24'05"E, along said north line, 61.55 feet; thence departing said north line, S12°16'21"E, 26.86 feet; thence S01°59'09"W, 403.25 feet; thence S03°01'31"E, 397.89 feet; thence S04°03'55"E, 405.49 feet; thence S12°35'49"W, 85.83 feet to the south line of the Southeast Quarter of said Section 2; thence N89°18'18"W, along said south line, 61.32 feet to the Point of Beginning.

EXCEPT; the Permanent Utility Easement described above,

Containing 52,775 square feet, more or less.

SECTION 4. Said improvements shall be of the nature described and specified in, and shall be done in accordance with, the plans and specifications certified under the supervision of the Director of Public Works the same being on file in the Public Works Department and being incorporated herein by reference.

SECTION 5. That just compensation for the property taken shall be assessed and paid according to law; and the proceedings to determine compensation shall be prosecuted in one or more suits in the Circuit Court of Clay County, Missouri, pursuant to the provisions of Chapter 523 & §88.010, §88.667 and/or §91.770 of the Revised Statutes of Missouri, as supplemented or amended and by Rules 86.01 to 86.10 of the Rules of Civil Procedure. Payment of compensation shall be made by the City of Smithville from funds appropriated for such purposes.

SECTION 6. That pending the acquisition of said property by condemnation, the City Administrator and/or the Director of Public Works is hereby authorized to continue negotiations on the purchase of said property and pay for it out of funds appropriated or to be appropriated as aforesaid, and if any tracts be so acquired by negotiation and purchase, the City Attorney is authorized to withdraw same from condemnation proceedings.

SECTION 7. That said property interests described in Section 3 be condemned and conveyed to the City of Smithville, Missouri.

SECTION 8. That upon the effective date of this ordinance the City Clerk is hereby directed to record this ordinance in the office of the Recorder of Deeds for Clay County, Missouri.

PASSED THIS ____ DAY OF _____ 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st reading ____/____/____

2nd reading ____/____/____

ENTERPRISE FLEET MANAGEMENT AGREEMENT



City of Smithville

Meeting Date: September 1, 2020

Department: Administration

Agenda Item: Resolution 821 – Enterprise Fleet Management Agreement

Summary:

Approval of Resolution would authorize agreements with Enterprise Fleet Management to manage a portion of the City's fleet.

Background:

In 2019, City staff began an exhaustive review of vehicle and equipment inventory and replacement plans. Based on Board direction, staff has been exploring the possibility of shifting from a purchased/owned fleet to a leased/managed fleet through Enterprise Fleet Management. Additionally, staff has been exploring the possibility of creating an internal Vehicle and Equipment Replacement Fund to better prepare for and fund future expenditures.

On July 7, 2020 Enterprise Fleet Management presented the program to the Board of Aldermen and staff presented a recommendation to enter an agreement with Enterprise to manage a portion of the fleet.

Enterprise is an approved vendor through the State's cooperative purchasing contact (https://oa.mo.gov/sites/default/files/NASPO_MMCA_P_Sourcewell_Listing.pdf) and would provide acquisition, maintenance, management and re-sale services to the City for a portion of the fleet.

Purpose:

If approved, this agreement would allow Enterprise Fleet Management to manage up to 27 vehicles. These vehicles would be sold and replaced on an agreed upon schedule to be reviewed between Enterprise and City staff each year during the budget process. In 2021, this would include the purchase of up to 15 new vehicles and the sale of the vehicles they are replacing. This will be included in the 2021 budget proposal as previously discussed.

Applicable fees and legal terms are included in the attached documents and have been reviewed by both Enterprise and City legal counsel. The documents included are as follows:

1. Master Equity Agreement
2. Addendum to the Master Eq. Agreement
3. Indemnity Agreement

4. Consignment Agreement 5. Maintenance Agreement 6. Addendum to the Maintenance Agreement 7. Maintenance Management and Fleet Agreement 8. Addendum to the Maintenance Management and Fleet Agreement	
Approval of this resolution would authorize the City Administrator to sign documents and staff to initiate plans with Enterprise.	
Impact:	
Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	Will be included in 2021 Budget
Legislative History:	
N/A	
Suggested Action:	
Motion to approve Resolution 821.	
Attachments: <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Staff Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: Enterprise agreement documents	

RESOLUTION 821

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR ACQUISITION, MAINTENANCE AND LEASING SERVICES OF THE CITY FLEET.

WHEREAS, the City currently purchases vehicles off of a cooperative agreement with the State of Missouri; and

WHEREAS, this cooperative agreement includes fleet management and maintenance services through Enterprise Fleet Management; and

WHEREAS, by using Enterprise to lease vehicles, the City will see significant budget savings in the Vehicle and Equipment Replacement Plan fund.

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

Section 1. The City Administrator is directed to enter into an agreement with Enterprise Fleet Management through the State of Missouri's cooperative purchasing contract. Additionally, the City Administrator is authorized to enter into an agreement with Enterprise to purchase vehicles on the City's behalf.

Section 2. The City Administrator is authorized to approve changes for this project within established budget constraints.

Section 3. Effective Date. The effective date of approval of this Resolution shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of September 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM_____ Customer_____

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM_____ Customer_____

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM _____ Customer _____

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM _____ Customer _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2020 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August, 2020 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Smithville, Missouri ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 14(g), first paragraph of the Master Equity Lease Agreement is amended to add the following paragraphs:

If Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc. as shown on Schedule A. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Section 14 of the Master Equity Lease Agreement is amended to add the following paragraphs:

Upon completion of Lessee's financial obligations to their lease(s), Lessee may have the option to take ownership of their vehicle. This option may be exercised by the payment of the Reduced Book Value to the Lessor as defined in Section 3 of the Master Lease Agreement (which includes any rents and accounts receivable due). Given agreed-upon depreciation rates, Lessor does not intend for this to be a bargain purchase option.

In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee's intent to terminate the Schedule or portion of the Schedule directly related to Lessor's breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within three (3) business days of receipt of Lessee's notice, with no penalties or additional charges incurred by Lessee.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this Agreement.

Section 15, first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor shall provide ("advance") written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles). Any litigation arising out of this agreement shall be filed in a court of competent jurisdiction in Clay County, Missouri.



All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Smithville, Missouri (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of August, 2020, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Smithville, Missouri.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Smithville, Missouri from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Smithville, Missouri may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Smithville, Missouri and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

MISCELLANEOUS: This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Company. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of other party. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles). Any litigation arising out of this agreement shall be filed in a court of competent jurisdiction in Clay County, Missouri.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Smithville, Missouri have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Smithville, Missouri

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Smithville, Missouri (hereinafter referred to as "CUSTOMER") on this ____ day of August, 2020 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of city government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

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

TERMS AND CONDITIONS

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$300.00 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior

to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. . The parties' obligations under this section shall survive termination of this Agreement.
8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual

cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Governing Law: This Agreement will be governed by and in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles). Any litigation arising out of this agreement shall be filed in a court of competent jurisdiction in Clay County, Missouri.

"ENTERPRISE"

"CUSTOMER"

By _____
Signature

By _____
Signature

Printed Name:

Printed Name:

Title:

Title:

Date

Date

Exhibit A

Vehicles to Be Sold By Enterprise Pursuant to Consignment Auction Agreement

Vin Number	Year	Make/Model



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM _____ Lessee _____

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM _____ Lessee _____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2020 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of August, 2020 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Smithville, Missouri ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1, second paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be reasonably revised from time to time by EFM upon prior written notification to Company. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

Section 2, first paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. Any charges in excess of \$750 shall be pre-approved by the City Administrator, the Assistant City Manager, or the Fleet Manager Public Works Director. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Section 7 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Company. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles). Any litigation arising out of this agreement shall be filed in a court of competent jurisdiction in Clay County, Missouri.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.



IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Smithville, Missouri (Company)

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

By _____

Title: _____

Title: _____

Date Signed: _____, _____

Date Signed: _____, _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM _____ Company _____

8. **FEES:** EFM will charge the Company for the service under this Agreement \$_____ per month per Card, plus a one time set-up fee of \$_____.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM_____ Company_____



AMENDMENT TO MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of August, 2020 is attached to, and made a part of, the MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT entered into on the ____ day of August, 2020 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Smithville, Missouri ("Company"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1, second paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be reasonably revised from time to time by EFM upon prior written notification to Company. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

Section 2, first paragraph of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. Any charges in excess of \$750 shall be pre-approved by the City Administrator, the Assistant City Manager, or the Fleet Manager Public Works Director. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Section 7 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

Section 9 of the Maintenance Management and Fleet Rental Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Company. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither party may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles). Any litigation arising out of this agreement shall be filed in a court of competent jurisdiction in Clay County, Missouri.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.



IN WITNESS WHEREOF, Company and EFM have executed this Amendment to Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

City of Smithville, Missouri (Company)

By _____

Title: _____

Date Signed: _____, _____

ENTERPRISE FLEET MANAGEMENT, INC.

By _____

Title: _____

Date Signed: _____, _____

BLUEPRINT FOR SAFER ROADS GRANT



City of Smithville

Meeting Date: 09/01/2020

Department: Police Department

Agenda Item: Resolution 822, Blueprint for Safer Roadways Grant

Summary:

Approval authorizes the Mayor to sign an agreement with the Missouri Highway and Transportation Commission authorizing a grant in an amount of \$3,867 for the purchase of speed data collection equipment.

Purpose:

The City has been notified of award of a Blueprint for Safer Roadways Grant. This grant is administered by the Mid-America Regional Council, in partnership with the Missouri Department of Transportation. Receipt of this grant would provide funding for the Smithville Police Department to purchase a data-collecting speed warning sign and the necessary software to operate the sign.

This sign will work similarly to the speed trailer we have, only it is more versatile and easily moved. This sign not only warns drivers of their speed, but gathers data such as date, time, and speed of vehicles. This data will allow the police department to better target problem locations at specific days and times, making operations more efficient. The sign will also warn drivers when their speed exceeds the posted speed limit, hopefully encouraging them to slow down. This sign cannot be used for traffic enforcement or issuing of citations. This grant funds 100% of the cost of the equipment.

Impact:

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	No Impact

Legislative History:

This is the first year the City has participated in the Missouri Highway and Transportation Commission Blueprint for Safer Roadways Program.

Suggested Action:

A motion to approve Resolutions 822 authorizing the Mayor to sign the contact with the Missouri Highways and Transportation Commission.

Attachments: ☐ Plans ☒ Contract ☐ Staff Report
☐ Ordinance ☒ Resolution ☐ Minutes ☐ Other:

RESOLUTION 822

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR FUNDING DATA COLLECTING SPEED WARNING SIGN

WHEREAS, the City of Smithville recognizes the importance of traffic safety; and

WHEREAS, the City of Smithville wishes to participate in the Blueprint for Roadway Safety Program;

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

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Missouri Highways and Transportation Commission to fund the purchase of a speed data collecting warning sign.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of September 2020.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)
Modified:

Award name/number: BPCKC94Z
Award year: FY2021

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of Smithville, a municipal corporation in the State of Missouri (hereinafter, "City

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) ACTIVITY: The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: Smithville Police Speed Data Collection

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to

Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(10) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name,

date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than **Three Thousand Eight Hundred and Sixty-Seven** dollars (\$3,867.00) for this Blueprint safety project.

(12) **USE OF FUNDS:** Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) **INSPECTION OF IMPROVEMENTS AND RECORDS:** The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) **FINAL AUDIT:** The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(16) **SOLE BENEFICIARY:** This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(17) **AUTHORITY TO EXECUTE:** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

Smithville Board of Aldermen

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SMITHVILLE

By _____

Title: District Engineer

Title _____

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No _____

CARES FUNDING – JULY EXPENDITURES



City of Smithville

Meeting Date: September 1, 2020

Department: Administration, Finance

Agenda Item: Resolution of 823 – Approval of July CARES Expenditures

Summary:

This Resolution would approve expenditures on CARES-related expenses for the month of July 2020.

Purpose:

Congress passed, and the President signed, the Coronavirus Aid Relief and Economic Security (CARES) Act on March 27, 2020, which provides for federal stimulus monies to flow to the states by population and to counties within the state also by population.

On May 1, 2020, the Clay County Commission approved Resolution 2020-139 which proposes disbursements to entities within Clay County based on population and identifies \$945,399.87 as Smithville's allocation.

On June 16, 2020, the Board discussed staff's proposal to approve expenditures in three general categories: Citywide Expenditures Related to COVID-19 Expenditures; Renovation of City Facilities and Purchase of Equipment to Enhance Mitigation of the Spread of COVID-19; Small Business Grants; and Set-Aside for Future Needs Relating to COVID-19. Staff has created a separate fund to track eligible expenses and recommends that the Board approve expenses before submitting to Clay County. In August the Board authorized additional expenditures including utility and housing assistance grants and a second round of small business grants.

Prior expenditure reports to Clay County for the months of March-June 2020 included \$28,323 of COVID-related expenses. The report along with other CARES-related information can be found on the City website at <https://www.smithvillemo.org/pview.aspx?id=20815&catid=25>.

The third expenditure report to Clay County will include \$117,797.82 of COVID-related expenses incurred between July 1, 2020 and July 31, 2020 for purchases of PPE, cleaning supplies and equipment, technology to facilitate telework, architect and legal fees and the first round of Smithville CARES small business grants.

Expenditures are detailed on the attached report, which will be filed with Clay County on or before September 15, 2020.

Smithville Board of Aldermen

Impact:	
Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	CARES funding
Legislative History: N/A	
Suggested Action: Motion to approve Resolution 823.	
Attachments: <input type="checkbox"/> Plans <input type="checkbox"/> Contract <input type="checkbox"/> Staff Report <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Minutes <input checked="" type="checkbox"/> Other: September 15 Clay County Report	

RESOLUTION 823

A RESOLUTION APPROVING EXPENDITURES FROM THE CARES ACT STIMULUS FUND IN THE AMOUNT OF \$117,797.82 FOR EXPENDITURES RELATED TO THE COVID19 PANDEMIC.

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

WHEREAS, the City of Smithville was disbursed approximately \$945,400 through Clay County for eligible cost reimbursement of expenses related to addressing the COVID19 pandemic; and

WHEREAS, eligible expenses and documentation is required to be submitted monthly to Clay County; and

WHEREAS, in order track eligible expenditures the City established a separate fund titled CARES Act Stimulus Fund; and

WHEREAS, staff recommends that eligible expenditures incurred between July 1, 2020 and July 31, 2020 totaling \$117,797.82 in the CARES Act Stimulus Fund be approved;

NOW, THEREFORE, BE IT RESOLVED that expenditures totaling \$117,797.82 in the CARES Act Stimulus Fund are approved for prior expenses and will be reported to Clay County on or before September 15, 2020.

PASSED THIS 1st DAY OF SEPTEMBER 2020

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

DISCUSSION OF SCHOOL DISTRICT CARES FUNDING REQUEST



City of Smithville

Meeting Date: September 1, 2020 **Department:** Administration

Agenda Item: School District CARES Funding Request

Summary:

Discussions have been ongoing regarding utilization of CARES funding. Staff is seeking direction from the Board regarding a request from the School District for reimbursement of costs related to elementary student protection.

Purpose:

The Board has previously provided direction on expenditure of CARES funds. NRAD has provided a receipt for reimbursement for costs of a fogger and that reimbursement of approximately \$2,500 has been made. The Smithville Area Fire Protection District has also made a purchase and we are awaiting request for reimbursement for that purchase.

The Smithville School District has submitted receipts for purchase of protective equipment for use in the elementary schools totaling \$55,841.64. Receipts for items are attached, and include table guards, sneeze guards, mobile barriers, isolation tents for nurses' offices, clear masks, desk barriers, and lap desks. Also included in the information attached is an invoice for the cost of bell covers for band instruments (an additional \$2,288.35). Staff is seeking direction from the Board regarding expenditure for these items.

The school has indicated that similar purchases have been made for middle and high school buildings as well and has inquired if the Board would be supportive of expenditure of similar supplies for those buildings. Staff is seeking direction on this request as well.

With direction from the Board, staff will work to achieve reimbursement to the Smithville School District as appropriate, with authorization of those expenditures on the September 18 Board agenda.

Impact

Comprehensive Plan:	None
Economic Development Plan:	None
Parks Master Plan:	None
Strategic Plan:	None
Capital Improvement Plan:	None
Budget:	CARES Funds available

Legislative History:

Suggested Action:

Staff requests Board direction.

Attachments:

☐

Plans

☐

Contract

☐

Staff Report

☐

Ordinance

☐

Resolution

☐

Minutes

☒

Other:

[School District Receipts](#)

APPOINTMENTS – BOARD OF ADJUSTMENT



City of Smithville

Meeting Date: September 1, 2020

Department: Administration

Agenda Item: Appointments to the Board of Adjustment

Summary:

Appointments to the Smithville Board of Adjustment (SLFAB) which will hear building code appeals as well as variances to the zoning and subdivision codes. Mayor will make nominations and the Board will vote.

Purpose:

The Board of Adjustment, sometimes known as the Board of Zoning Adjustment, was established when the City adopted its first zoning ordinance in 1966. The Board is established by state law as a requirement for cities with zoning codes. The Board is created to hear appeals from any building or zoning code determination by staff, as well as any variances from the zoning or subdivision codes. The city's Board has not been active in many years, and all members from the early 2000's are past their respective five-year terms. In order to be prepared for appeal and variance requests, the Board needs to be reconstituted.

The Board is comprised of five citizens, each with five-year terms. The terms as initially established were staggered in one-year increments. In order to reconstitute the Board, there must be five appointments, each with different term lengths. The terms less than five years will fill the remainder of the vacant seat.

The Mayor's recommendations are as follows:

Dayton Bissett remaining term to expire 10/2021

Leah Shipley remaining term to expire 10/2022

Dirk Talley remaining term to expire 10/2023

Eric Craig remaining term to expire 10/2024

Josh Hurlburt a 5-year term to expire 10/2025

Impact

Comprehensive Plan: Complies

Economic Development Plan: None

Parks Master Plan: None

Strategic Plan: None

Capital Improvement Plan: None

Budget: None

Legislative History:

The Board of Adjustment was created in 1966 and has not been called to hear an appeal or variance in more than 15 years.

Suggested Action:

A vote will be needed for each nomination

Attachments: ☐ Plans ☐ Contract ☐ Staff Report
☐ Ordinance ☐ Resolution ☐ Minutes ☐ Other: