



# **SMITHVILLE, MISSOURI**

## **Board of Aldermen - Regular Session**

**7:00 p.m.**

**October 6, 2020**

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AGENDA



City of Smithville, Missouri

Board of Aldermen – Regular Session Agenda

October 6, 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](mailto:ldrummond@smithvillemo.org) prior to the meeting to be invited via Zoom.

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
  - Minutes
    - September 15, 2020 Board of Alderman Work Session Minutes
    - September 15, 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. 2872-20, Adopting the Fiscal Year 2020-2021 Proposed Budget - 1<sup>st</sup> Readings**

An Ordinance to adopt the Fiscal Year 2020-2021 proposed budget. 1<sup>st</sup> reading by title only.

**7. Bill No. 2873-20, Creation of a Parks and Stormwater Sales Tax Fund – 1<sup>st</sup> Reading**

An Ordinance approving the creation of a Parks and Stormwater Sales Tax Fund to account for the receipt of and expenditures from the ½-cent Parks and Stormwater sales tax and to keep that allocation separate from any other monies. 1<sup>st</sup> reading by title only.

**8. Bill No. 2874-20, Destruction of Records**

An Ordinance to authorize staff to proceed with the destruction of certain finance and police records as authorized by the retention and destruction schedule approved by the Secretary of State's Office. 1<sup>st</sup> reading by title only.

**9. Resolution 835, Amending the Contract with A3G**

A Resolution amending the contract with A3G for reconfiguration design and construction administration of renovation for the lobby area, restrooms, copier area and administrative side of City Hall.

**10. Resolution 836, Liquor License for Rebecca Hofmeister**

A Resolution to approve a liquor license for Rebecca Hofmeister, doing business as White Iron Ridge, LLC located at 815 East 92 Highway.

**11. Resolution 837, Liquor License for David Cox**

A Resolution to approve a liquor license for David Cox, doing business as Humphrey's Sports Bar & Grill, located at 111 North Bridge Street.

**12. Resolution 838, Final Plat, Greyhawke at the Lake Phase 3B**

A Resolution to approve the final plat for Greyhawke at the Lake Phase 3B.

**13. Resolution 839, Litigation and in the Alternative Annexation of Certain Lands**

A Resolution authorizing litigation and in the alternative annexation of certain lands and calling a public hearing November 17 concerning said proposed involuntary annexation pursuant to §71.015 R.S.MO.

**14. Resolution 840, CARES Act Funding**

**Resolution 840, August CARES Expenditures**

A Resolution to approve eligible expenditures incurred between August 1, 2020 and August 31, 2020 totaling \$43,183.69 in the CARES Act Stimulus Fund.

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### OTHER MATTERS BEFORE THE BOARD

**15. Public Comment**

Pursuant to the public comment policy, **an email request must be submitted to the City Clerk at [ldrummond@smithvillemo.org](mailto: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.

**16. Appointment**

The Mayor will make a nomination for the Economic Development Committee.  
Garold Elstrom

**17. 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](#).

**18. Adjourn**

**CONSENT AGENDA**

# City of Smithville

**Meeting Date:** October 6, 2020**Department:** Administration**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 September 15, 2020 Board of Alderman Work Session Minutes
- Approve the September 15, 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 – September 15, 2020 Work Session

**SMITHVILLE BOARD OF ALDERMAN  
WORK SESSION**

September 15, 2020 6:00 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 6:00 p.m. A quorum of the Board was present. Mayor Boley, Alderman Chevalier and Aldermen Bloemker 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 and Chuck Soules were in attendance in the City Hall Council Chamber. Staff present via Zoom: Nickie Lee, Chief Jason Lockridge, Jack Hendrix, Matt Denton and Linda Drummond. Also present via Zoom was Dan Toleikis, contract worker.

**2. Discussion of FY21 Operating Budget**

Dan Toleikis presented the Board with a recap of the FY21 Operating Budget incorporating the changes made following the August 18 Work Session discussion. Changes were made to only three funds all other funds remain the same as presented on August 18.

**August 18 Work Session Recap**

- *FY20 sales and use tax projections increased based on the August 7 monthly distributions.*
- *FY20 expenditure projections increased assuming the approval of FY20 Budget Amendment #3 at the Regular Session this evening.*

The August sales and use tax distribution was roughly \$60,000, staff changed the FY20 revenue projection to include the August numbers. Staff also changed the FY20 projected expenditures to add the three items that are part of the budget amendment #3 on the Regular Meeting agenda this evening for approval. Two of the items affect the General Fund and one affects the Transportation Sales Tax Fund.

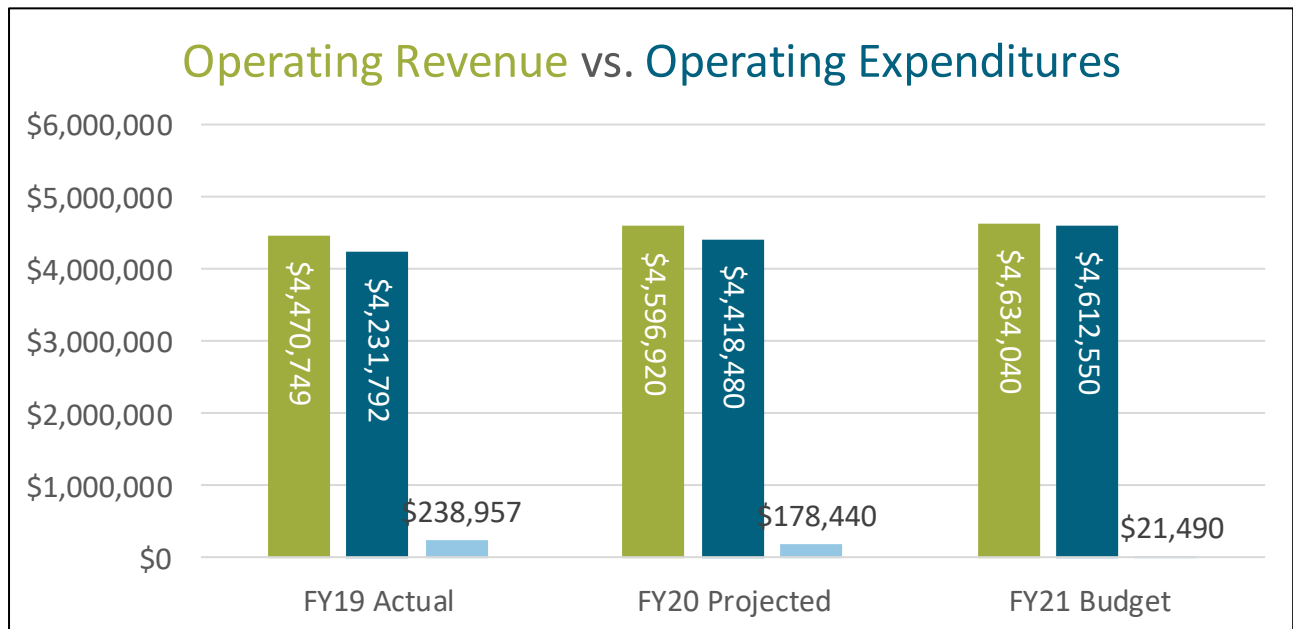
- *FY21 sales and use tax projections were updated.*

Based on discussion at the August 4 Work Session:

- *FY21 senior center rental revenue projections were updated.*

- *FY21 operating expenditure projections were updated to include the Visit KC partnership, the continuance of the radio replacement program in the Police Department, the increase in the dispatching cost for the Police Department, reductions in senior center operating costs, and reductions in City Hall building repairs and training and travel expenses for the Administration and Police Departments.*
- *FY21 CIP expenditure projections include additional City Hall renovations (lobby, restrooms, administrative offices, and kitchen).*

### GENERAL FUND OPERATING BUDGET HISTORY



### CHANGES TO RECOMMENDED OPERATING BUDGET

Original Recommended FY21 Operating Revenue = \$4,597,900

Sales Tax Revenue [+\$13,070 change]

INCREASED FY20 PROJECTION BY \$39,670

REDUCED 1.25% PROJECTED INCREASE FOR FY 21 TO A 1% DECREASE

KEPT 1% INCREASE FOR NEW SALES FROM MARKETPLACE

Use Tax Revenue [+\$19,350]

INCREASED FY20 PROJECTION BY \$27,180

REDUCED 7.5% PROJECTED INCREASE FOR FY21 TO A 5% INCREASE

Senior Center Rental Revenue [+\$3,720]

FROM 8-4-20 WORK SESSION DISCUSSION ON SENIOR CENTER

Total of Above Changes = +\$36,140



Revised Recommended FY21 Operating Revenue = \$4,634,040

**CHANGES TO RECOMMENDED OPERATING BUDGET**

Original Recommended FY21 Operating Expenditures = \$4,589,690

Visit KC partnership [+\$1,500 change]

Platte County dispatching [+\$15,690]

Police Department radios [+\$15,000]

8-YR REPLACEMENT PROGRAM; 3 RADIOS/YEAR @ \$5,000/EACH

Senior Center Phone/TV/Internet [-\$2,830]

FROM 8-4-20 WORK SESSION DISCUSSION ON SENIOR CENTER

City Hall Miscellaneous Building Repairs [-\$1,000]

IMPROVEMENTS WILL NEGATE NECESSITY FOR REPAIRS

Training & Travel [-\$5,500]

REDUCED ADMIN AND POLICE TRAINING BUDGETS

Total of Above Changes = +\$22,860

Revised Recommended FY21 Operating Expenditures = \$4,612,550

**FY21 OPERATING BUDGET HIGHLIGHTS**

Projected FY21 Operating Revenue = \$4,634,040

Projected FY21 Operating Expenditures = \$4,612,550

Operating Revenue Over/(Under) Operating Expenditures = \$21,490

Balanced Budget!

**REVIEW OF BEGINNING CASH BALANCE**

Projected FY21 Beginning Cash Balance = \$3,152,642 [+\$26,860]

40% Policy-Required Reserve = \$1,845,020 [+\$9,144]

\$960,000 invested in CDs (52%) maturing 2/15/2021

\$885,020 in regular bank account (48%)

Getting current CD rates to see if we should invest this portion now

Excess Cash on Hand = 3,152,642 - 1,845,020 = \$1,307,622 [+\$17,716]

Provides support for cash flow needs

Available to spend on CIP or other one-time expenses

Dan explained that staff increased the projected FY21 beginning cash balance by about \$26,000 for a total of \$300,0152. Staff increased the Sales and Use tax projections by about \$66,000 then we deducted \$25,000 for beginning the Parks and Recreation Master Plan and deducted another \$15,000 for the implementation

of the Police radio replacement program. The \$66,000 - \$25,000 - \$15,000 leaves the \$26,000 added to the cash balance. The 40% required reserve is now \$1,845,000 which is about \$9,000 higher than it was at the last presentation due to the increase in the projected expenditures. Dan noted that staff is looking at CD rates right now he said they are not great, but staff is in communication with the bank to see what the best plan is going forward.

### **CIP & ONE-TIME EXPENSES - \$902,500**

City Hall Improvements = \$315,000 [+\$220,000]

LOBBY, RESTROOMS, KITCHEN, & ADMINISTRATIVE OFFICES

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

Cynthia presented the Board the highlights of the reconfiguration of City Hall.



The areas that are shaded are those that would be affected through the \$315,000 estimated renovation costs. The vestibule would be reconfigured to create a breezeway and there would be a double door system. There are two doorways on the sides currently that will be closed in so you will come straight into the lobby area. The customer service area will basically stay the same with a few minor changes. A conference room would be added with an access off the lobby and off the administrative area. There would be some reconfiguration of the office space but predominantly on the administrative side of the building would be paint, carpet, replacement of ceiling tiles as necessary and lighting. The reconfiguration of the lobby area does include some work on the police side, move the police clerk to the front area off the vestibule and an interview room. There would be a reconfiguration of the breakroom area to make it work area for the copier and a mailroom on the west side of the kitchen area. The two restrooms would both be reconfigured and would have new flooring and paint. In the area where the police clerk is now the ceiling will be dropped so that in the interim between the time that this work is complete until future potential renovations to the police side we could have work space for the detectives to have a larger space and separation.

Cynthia explained that in discussions with A3G, we anticipate bringing forward a change to their contract to include design work and contract administration for this project on October 6. That total would be just under \$7,000. Staff anticipates looking at the Work Session on October 20 to present a full scope and an understanding of this project with the hope that we would be able to bid the project on October 21 with the award of bid in November. Construction would be completed through the winter if approved as part of the budget.

Dan continued with the budget recap.

### **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 = \$1,307,622 [+\$17,716]
- CIP & Other One-Time Expenses = \$902,500 [+\$220,000]
- Transfer to Other Funds = \$40,000
- Ending Excess Cash on Hand = \$365,122 [-\$202,284]  
Equivalent to 7.9% over and above required reserve

### **REVIEW OF ENDING CASH BALANCE**

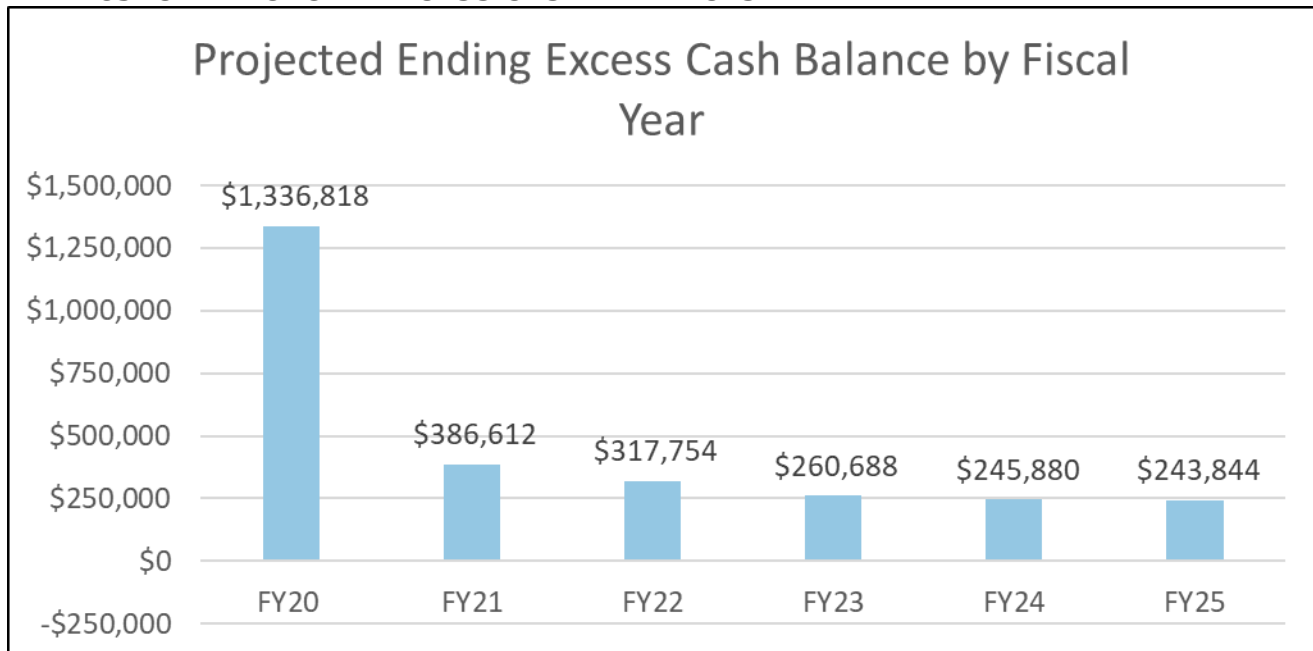
- Ending Excess Cash On Hand = \$365,122 [-\$202,284]
- 40% Policy-Required Reserve = \$1,845,020 [+\$9,144]
- Operating Revenue Over/(Under) Operating Expenditures = \$21,490
- Projected FY21 Ending Cash Balance = \$2,231,632 [-\$179,870]  
Equivalent to a 48.4% reserve

### **FUTURE CIP - \$60,000**

- Campground Electric Upgrades  
Parks & Recreation Department  
Phase II in FY22 - \$30,000  
Phase III in FY23 - \$30,000
- 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

\*POLICE RECONFIGURATION WITH PUBLIC SAFETY SALES TAX\*

**PROJECTED FUTURE EXCESS CASH BALANCES**

This is over and above the 40% reserve.

Dan noted that staff made some changes from the last budget presentation to this presentation. The August and September Sales and Use tax numbers came in higher than what our projections were. We continue to see the trend of those revenues exceeding what were projected.

The health insurance premiums during that first presentation included a 15% increase in the FY21 budget. We received those numbers on Monday and that increase came in at basically double. Staff is looking at ways to potentially reduce that number using our broker to negotiate it down. We could possibly switch providers which we have done a couple years in a row now and prefer not to do again. Another option would be changing the structure of our employee-employer percentage split. Staff found that on average the City contributes more as an employer to those premiums than the average entity our size does and could potentially increase what the employee pays to those plans.

Cynthia added that given the financial condition in which we find ourselves with the increased sales tax revenues and as Dan has indicated the sales tax collections were higher in August and September. Cynthia proposed we continue to work with our broker and try to bring the increase down to a lower number, one more in the range of 20 to 23%. Then begin working with employees to set up expectations of a higher contribution level by them in the coming year. She said she is not thrilled with asking employees right now to increase the amount they are contributing on their health insurance but set up expectations in the future.

Alderwoman Wilson asked if the increase was across the board for other entities or did we have higher claims again?

Cynthia said that is an ongoing point of question and concern with our broker. We are not able to get good comparative data on that information. We just got this increase information yesterday, so our broker is trying to digest that, and we need to have some discussions with them. Also as indicated we may need to look at a different brokerage for providing those services. We do know that there are a few instances of some high cost claims but because we are a small organization, they cannot share that information with us due to HIPPA.

Cynthia said that from the insurance perspective there is still work to be done and staff requests direction from the Board.

Dan noted that with the September Sales and Use tax numbers coming in higher than what we had projected it is likely that the beginning excess cash on hand \$1,307,622 will increase. So, if the health insurance does end up coming in above the 15% after negotiations, we can look at doing a budget amendment to utilize a portion the excess cash on hand number to cover the increase.

Mayor Boley asked what the amount of the increase would total?

Nickie Lee, Assistant City Administrator, explained that the amount of the additional increase comes out to roughly \$36,000 depending on the outcome of open enrollment.

Alderwoman Wilson asked whenever there has been an increase in health insurance how much is generally passed on to the employee and how much does the City cover?

Nickie said that the last couple of years we have kept the proportionate shares the same, so it has been equally distributed.

Dan gave the example if an employee annual premium is \$6,000 the employee's portion would be around 10% and the employer pays 90%. If the plan increased to \$7,000 typically what we have done is kept the 10%/90% the same.

Alderwoman Wilson said that she understands that from an employee standpoint she would not want her portion to increase but as insurance costs go up, she believes that is the conversation that needs to be had.

Cynthia said that is the conversation we want to be having with employees over the next year. Her recommendation is that it be kept at the same level this year and start preparing employees for the change in the coming year.

Mayor Boley asked if the wellness program was put in place last year?

Cynthia explained that staff has explored pieces of a wellness program.

Alderman Bloemker asked if there was a tobacco non-use discount?

Cynthia said there was not, but staff continues to look at it.

Alderman Bloemker stated that plan design might help get us where we need to be. He also said that he agreed with Alderwoman Wilson and having the conversation with employees about paying more. He suggested either having a subcommittee or even possibly the Finance Committee sitting down and going through a pretty clear plan design and implementing them in future budgets.

Mayor Boley said he would like to see the increase negotiated down closer to \$25,000. Then prepare employees for an increased premium next year.

Alderman Chevalier asked when open enrollment for insurance was?

Cynthia explained that our policy year starts December 1 and open enrollment is typically through mid-November.

Alderman Bloemker said that theoretically we could possibly change the plan design this year.

Cynthia said that we absolutely could. She explained that we have changed the plan design every year that she has been here.

Alderman Chevalier said that he thought the tobacco discount was standard.

Cynthia asked that in review of the FY21 budget did the Board want additional discussion between now and October 6?

Mayor Boley said he would like the Finance Committee to meet to review and discuss the different plan design options.

Alderman Bloemker asked if it might be best to have a subcommittee do it?

Cynthia asked Nickie if we had a timeline when we might hear back from Bukaty, our insurance broker?

Nickie said she assumes she should hear something from Bukaty this week.

Mayor Boley suggested that Cynthia and Nickie work with Alderwoman Wilson and Alderman Bloemker on a time to meet and discuss the plan options.

Alderwoman Wilson and Alderman Bloemker both agreed to being on the subcommittee.

## Smithville Board of Aldermen

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Mayor Boley suggested that after Alderman Bloemker and Alderwoman Wilson review and have the final number for the insurance get it to staff to update the FY21 budget to have it ready for adoption on October 6 for the first reading. He asked if any other Board member would like to be on the subcommittee?

No other Board member wanted to be on the subcommittee.

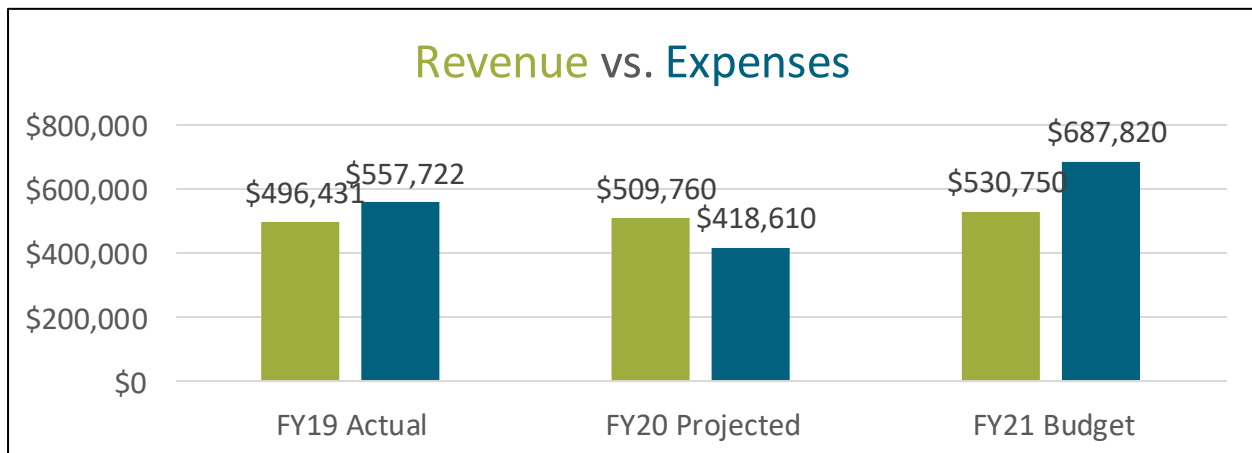
The Board all agreed that Nickie, Alderwoman Wilson and Alderman Bloemker meet prior to the October 6 meeting and have the numbers ready for the first reading at the October 6 Board meeting.

Dan resumed the FY21 Budget discussion.

### **TRANSPORTATION SALES TAX FUND CHANGES FROM AUGUST 18TH PRESENTATION**

FY20 expenditure projections increased assuming the approval of FY20 Budget Amendment #3 at the Regular Session this evening.

#### **Budget History**



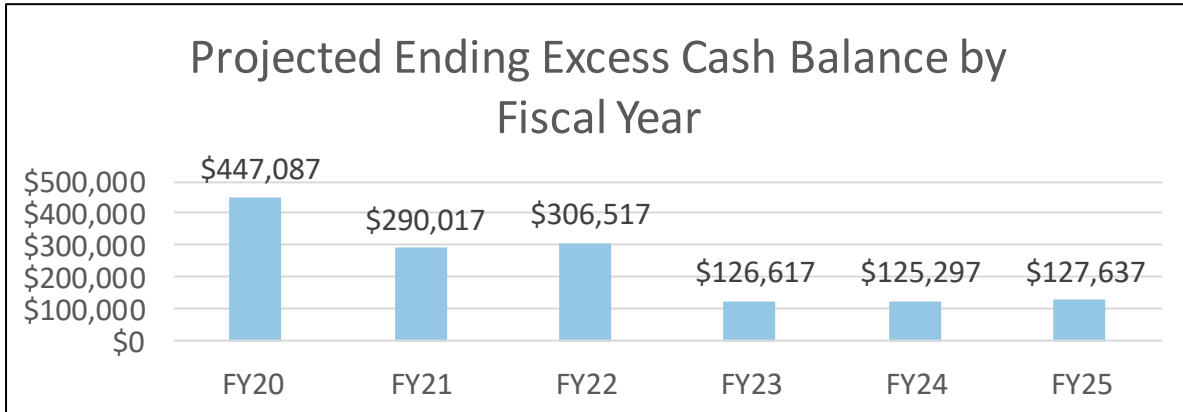
#### **FY21 BUDGET HIGHLIGHTS**

- Projected FY21 Beginning Cash Balance = \$447,087 [-\$38,730]
- 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
  - Micro-surfacing = \$75,000
  - North salt shed = \$100,000



- Projected FY21 Ending Cash Balance = \$290,017 [-\$38,730]

### PROJECTED FUTURE CASH BALANCES



### SPECIAL ALLOCATION FUND FY21 BUDGET HIGHLIGHTS

Projected FY21 Beginning Cash Balance = 0

Projected FY21 Revenue = \$520,000

\$20,000 from 2020 property tax over base (all taxing entities)

\$200,000 from 2020 sales over base

\$300,000 from 2020 CID sales tax

Projected FY21 CIP Expenses = \$520,000

\$512,000 in payments to the developer

\$8,000 in administrative costs

Projected FY21 Ending Cash Balance = \$0

Dan explained the auditors stated that we needed to include the Special Allocation Fund as part of our budget. The Special Allocation Fund is 100% associated with the Marketplace. It is a zero-balance fund and it is the recipient of property tax revenues that are over and above the base established in the TIF plan. It is the recipient of sales tax revenue over and above the base established in the TIF plan. It is also the recipient of the Capital Improvement District sales tax. The Capital Improvement District has its own board which submitted a budget to the Finance Committee last week so the \$300,000 comes from their budget amount. The \$20,000 for property tax and the \$200,000 for sales tax comes from staff calculations.

Dan explained that the developer of the TIF has to submit reimbursement requests, but they have not done that yet. Staff assumes that they will submit their request in

2021 and staff anticipates their request will be more than what we can reimburse at this point. The TIF plan does say that the reimbursement requests need to be approved by the Board of Alderman, once approved we can begin making the reimbursement payments out to the developer.

Dan noted that the FY21 budget discussion tonight only contained the changes requested by the Board at the September 1 meeting.

Dan stated that he would work with Nickie after her meeting with the subcommittee on the insurance plan and get it included in the General Fund budget and include a summary of any changes that are made for the October 6 first reading of the FY21 recommended budget.

### **3. Discussion of Drainage Issue at 104 North Bridge Street**

Chuck Soules, Public Works Director, gave a summary of the issue. In 2018 the City completed the Downtown Streetscape Project. The project included improvements along Main Street from 169 Highway to Commercial Street. During the design an undocumented connection to the storm sewer system was found in Remembrance Park and at that time it was assumed to be old and unnecessary. The line from the park was not reconnected. Following heavy rains in 2019 and the building at 104 North Bridge Street, owned by Jim Owens, experienced some flooding. The line was apparently installed many years ago because no current staff was aware of it and what the purpose of it was. When the improvements to Main Street were completed it was assumed it was just an abandoned line. Mr. Owens, the owner of the building did file a claim with the City's insurance company. Thomas McGee did make a good-faith cost of defense offer of about \$2,500 to Mr. Owens and he has not accepted it at this point. Instead Mr. Owens requested to discuss this issue with the board.

Chuck stated that a couple of things that the Board should probably know about is that there are other businesses along North Bridge Street that are experiencing some water issues. There are a couple buildings that have mounds of concrete or asphalt trying to divert water from their building. Recently the real estate office has expressed interest in participating or doing some improvements to keep water from his building. The alley is not really a public alley because a lot of the property where everybody is using as an alley is owned privately.

Chuck noted that he presented in the packet a few options for the Board to consider.

If the private drainage line were to be re-established, depending on how and where it exactly lays and where it was cut off, some of the existing improvements and landscaping in Remembrance Park would have to be removed and replaced. Staff did look at the elevation of the City's storm sewer box and the area inlet and it is possible to tie into the storm sewer box. The estimate for this would be around \$5,000-\$10,000 including replacing the sidewalk and landscaping, replacing the line and tying into the storm sewer box.

Another option would be to extend the line and let it drain into the alley above ground. An estimate for this would be around \$5,000 including landscaping, replacing the line and additional pipe.

Since other businesses are also experiencing water drainage issues, another option could be to rebuild the "alley" to accept the runoff or install a storm sewer system within the "alley". These options would have a larger cost which could be shared between all the benefiting properties. First, the City would have to obtain the property rights for an easement to build such improvements in the "alley" area.

Chuck explained that third choice would be more expensive at possibly \$50,000 plus. and he did not know if people are prepared for that expense.

It could be added as an alternate in the bid of our next phase of the Streetscape and at least see what the prices are.

Chuck explained that staff is requesting direction from the Board: do they want to reconnect line, who is going to pay for that reconnection and are we going to defer any project that we currently have schedule? He asked what the priority was for this one private service line? Or do we look at a bigger drainage area project taking into consideration all the other businesses as well and try and come up with a solution?

Alderman Chevalier asked if best practice when you come across lines and you do not know what they are do you do research on them?

Chuck said he could not answer that because he did not know what the situation for this was. He said that when the contractors looked at the line it may have looked plugged, they may have tried to check it he just did not know. He said he would have probably done a little more investigating because the inlet is only 100 feet away.

Alderman Chevalier asked if there is someone at the City that signed off on cutting the pipe and not reconnecting it?

Cynthia said that she could not recall what the process was for this. She said there was probably some discussion, but because it led to Remembrance Park it would not be needed anymore since there is no need for an irrigation system there. She explained that we were not aware of the off the books understanding of that connection.

Mayor Boley said that typically a storm drain would have an easement.

Chuck said it would have an easement, license or some type of agreement to where you are cutting across city property and tying into a city storm sewer. Chuck said he did not think there were any mistakes made.

Cynthia said she did not think there was any nefarious intent. She explained that with many of our projects staff has come across lines and not known where they were and are continually trying to improve our processes and our documentation of where lines are located.

Alderman Bloemker stated that Mr. Owens came to a Board meeting about a month and a half ago and the meeting ended early. Alderman Bloemker invited Mr. Owens to come back so he could address his drainage issue.

Mr. Owens said there should be no problem finding the line that was cut and capped. He said he had a guy tracked it and hit dirt and could not go any further. He said you could get a bead on that line and run down to the sidewalk then to the City storm drain. He stated it would not be a big deal to locate it.

Alderman Bloemker asked Mr. Owens what his proposal would be for the City?

Mr. Owens said he just wants the line hooked back up.

Alderman Bloemker asked Mr. Owens who should pay for it?

Mr. Owens read a letter from an old tenant, Bill Hillix, who leased the building for 34 years. In his letter Mr. Hillix stated that the building had never flooded until the City had bought the property next to it. That is when the drain was installed.

Mr. Owens stated that his family has renovated several properties in Smithville and never had an issue with City until the City bought the property where the Remembrance Park is now. He spoke with the then City Administrator, Mike Schrage, and the City put in a storm drain that took care of the problem. Then the City constructed the Streetscape and did not hook the storm drain back up. After having water back up into his building the City gave him a form to fill out for the insurance claim. The insurance adjuster contacted him to pay him for damages and he told her it was an ongoing problem and he could not repair the building until the drainage issue was fixed. The representative for the insurance company asked Mr. Owens if they could send out an adjuster and he said yes. The adjuster came out and assessed the damage and he was later sent an offer and a release form. He said the insurance adjuster told him that the insurance only takes care of the damage to the building and the City was responsible for the drainage issue. Mr. Owens said he thinks it should be hooked back up.

Alderman Bloemker asked what year Remembrance Park was purchased?

Mr. Owens said it would have been purchased in the 1980's.

Cynthia said that City Administrator Mike Schrage was here in the early 2000's.

Alderman Bloemker said the issue is we did not have any documentation of what the line was for. He said that disconnecting a line that we thought was just drainage for a park seems reasonable.

Mayor Boley asked Mr. Owens again what he wished the City to do about this issue?

Mr. Owens said he wants the drain hooked back up.

Mayor Boley asked what the budgeted amount for the Remembrance Park renovation?

Cynthia said she believed it was \$7,500-\$8,000 and the work was done in 2018.

Mayor Boley asked Chuck what he thought the cost would be for tearing up the new sidewalk, putting in a new storm drainpipe and putting in a new sidewalk?

Chuck said it really depends on where the pipe is located and what condition the pipe is in. He said it could be relatively simple if it is right under the first panel of sidewalk and where we can connect back into it.

Alderman Bloemker said he would be more interested in a long-term solution. He would like us to work with the business owners with drainage issues, so it fixes the problem for everyone. He would also like to have everyone involved participating in it.

Mr. Owens said that he needed the drain hooked up now.

Alderman Chevalier asked if there was some sort of a temporary solution, we could do so that this portion can be hooked up or put a temporary pipe somewhere?

Chuck said that was the second option he gave. We could find where that pipe is, dig up some pampas grass and just let the drain pop out of the ground. There is enough fall between drain where it leaves at Mr. Owens property and where we could just let it dump onto the ground like a surface drain. He said there is enough fall, but it may hold a little water in the pipe, but it will not go back into the building. We could potentially do this on an interim basis because it will take some time to figure out that inverted crown so we can get everything to drain. This would be the minimal cost, but these are only ballpark figures.

Mayor Boley said he was not a fan of on the fly engineering to solve a problem.

Cynthia said that a situation like that would create a similar situation we are dealing with now. She also stated that the floor of Mr. Owens building is below grade level.

Mayor Boley said it was hard for him to believe that even if they City would fix this Mr. Owens would not be back saying that there were other issues the City needed to take care of given the history with Mr. Owens.

Alderman Bloemker said that he was interested in the long-term solution to fix the problem for everyone. He said that process will involve acquiring easements. Alderman Bloemker said that adding it to the next phase of Streetscape might be the solution.

Chuck said he would sit down with Mr. Owens tomorrow and explain that the City is trying to do a bigger project to take care of everybody.

Alderwoman Wilson agrees with the long-term solution.

Mayor Boley said that Chuck will work with Mr. Owens and look at finding a permanent solution for all the businesses involved.

#### **4. Adjourn**

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

Ayes – 6, Noes – 0, motion carried.

Mayor Boley declared the Work Session adjourned at 7:10 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

Board of Aldermen Minutes – September 15, 2020 Regular Session

**SMITHVILLE BOARD OF ALDERMEN  
REGULAR SESSION**

September 15, 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 7:23 p.m. due to the Work Session running long. A quorum of the Board was present. Mayor Boley, Alderman Chevalier and Aldermen Bloemker 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 and Chuck Soules were in attendance in the City Hall Council Chamber. Staff present via Zoom: Nickie Lee, Chief Jason Lockridge, Jack Hendrix, Matt Denton and Linda Drummond.

**2. Pledge of Allegiance lead by Mayor Boley**

Mayor Boley presented Proclamations for:  
Diaper Needs Awareness  
Constitution Week

**3. Consent Agenda**

• **Minutes**

- August 31, 2020 Board of Alderman Special Session Minutes
- September 1, 2020 Board of Alderman Work Session Minutes
- September 1, 2020 Board of Alderman Regular Session Minutes

• **Finance Report**

- Financial Report for August 2020

No discussion.

Alderman Bloemker moved to approve the consent agenda. Alderman Chevalier seconded the motion.

Upon roll call vote via teleconference:

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

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

### REPORTS FROM OFFICERS AND STANDING COMMITTEES

#### 4. Committee Reports

Alderswoman Wilson reported on the September 8 Planning and Zoning Commission meeting. They discussed the Comprehensive Plan at length and the three items on the agenda this evening.

Alderswoman Wilson reported on the September 8 Finance Committee meeting. They discussed the FY21 budget.

#### 5. City Administrator's Report

As Cynthia had indicated in the information in the packet, the City received the Notice to Proceed on the Main Street Trail project from the Department of Natural Resources. Amino Brothers has been contacted and mobilization began today. It will take some time to set up traffic control and get the equipment on site. Construction should begin by the end of this week or the first of next week.

Cynthia gave an update on the CARES Act Funding. The contractor has completed the work on the restrooms at the spillway and are now working on the restrooms at Heritage Park. We anticipate them being finished by the end of next week. The contractor will then move to Courtyard Park and then to Smith's Fork Campground.

The automatic soap dispensers are onsite for installation. Staff is working to secure the soap for them, at a significant estimated cost. Water fountains have been ordered but have not yet been delivered.

Livestreaming at Heritage Park is up and running on the Parks and Recreation YouTube page.

The new audio-visual equipment for the Council Chambers is delayed. The contractor is still waiting to receive the camera and audio components. Their engineer is looking for comparable equipment to perhaps allow earlier installment. One item is easy to replace and staff will be working with the contractor to replace both if possible. It could likely be October before the remainder of the equipment is installed.

Alderman Bloemker asked if staff was finding it difficult to get COVID related supplies and other supplies and if the prices were higher?

Cynthia said yes that staff was finding it difficult to get certain items. She explained that purchasing the soap for the new dispensers will be a costly endeavor. Cynthia indicated that there is more technology that staff would like to purchase for the capability to work remotely but are finding that the supply for those items is also



sometimes low. She noted that we have sufficient PPE and cleaning items on hand and continue to monitor that inventory but are seeing an increase in the cost of those items as well.

## **ORDINANCES & RESOLUTIONS**

### **6. Bill No. 2871-20, FY20 Budget Amendment No. 3 – Emergency Ordinance Sponsored by Mayor Boley – 1<sup>st</sup> and 2<sup>nd</sup> Readings**

Alderman Bloemker moved to approve Bill No. 2871-20, amending the FY20 Budget to add \$40,000 in budgeted expenditures in the General Fund and \$39,000 budgeted expenditures in the Transportation Sales Tax Fund. 1<sup>st</sup> reading by title only. Alderman Chevalier 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. 2871-20 approved first reading.

Alderman Bloemker moved to approve Bill No. 2871-20, amending the FY20 Budget to add \$40,000 in budgeted expenditures in the General Fund and \$39,000 budgeted expenditures in the Transportation Sales Tax Fund. 2<sup>nd</sup> reading by title only. Alderman Chevalier seconded the motion.

No discussion.

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. 2871-20 approved.

### **7. Resolution 824, Adopting Amendments to the FY21 Employee Handbook**

Alderman Bloemker moved to approve Resolution 824, adopting the amendments to the Employee Handbook for the 2020-2021 fiscal year to reflect changes in State and Federal laws regarding employees, as well as to update outdated, incorrect, or unclear language. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 824 approved.

### **8. Resolution 825, Adopting the FY21 Compensation Plan**

Alderman Bloemker moved to approve Resolution 825, adopting the Employee Compensation Plan with changes based upon the increase in consumer price index (CPI), internal review of positions and industry comparisons from the MARC salary survey. Alderman Chevalier seconded the motion.

Alderman Bloemker asked to adopt a policy that would encourage staff to work as poll workers for elections. He asked for them to be provided holiday pay for the days of training and working the election.

Cynthia explained that could fall under the Employee Handbook changes in Section 12-12 of Administrative Leave.

*Paid administrative leave may be used in extraordinary circumstances upon approval of the City Administrator and Mayor.*

The Board concurred with utilization of administrative leave for poll work service.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 825 approved.

### **9. Resolution 826, Adopting Amendments to the Schedule of Fees**

Alderman Bloemker moved to approve Resolution 826, adopting amendments to the comprehensive Schedule of Fees to establish available revenues for the FY21 Operating Budget. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 826 approved.

### **10. Resolution 827, Award Bid No. 20-11, Engineering for Bridgeport Roundabout**

Alderman Bloemker moved to approve Resolution 827, awarding Bid No. 20-11 for Engineering Services for the design of the Roundabout at Bridgeport and Old Jefferson Highway and authorize the Mayor to sign an agreement with TranSystems in an amount of \$98,725.80. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 827 approved.

### **11. Resolution 828, Site Plan – Nodaway Valley Bank**

Alderman Bloemker moved to approve Resolution 828, approving the site plan for Nodaway Valley Bank at the northwest corner of 144th Street and 169 Highway. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 828 approved

**12. Resolution 829, Site Plan – Herzog Foundation**

Alderman Bloemker moved to approve Resolution 829, approving the site plan for the Herzog Foundation at 188th Street and 169 Highway. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 829 approved

**13. Resolution 830, Site Plan – Attic Storage**

Alderman Bloemker moved to approve Resolution 830, approving the site plan for Attic Storage at 136th Street and 169 Highway. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 830 approved

**14. Resolution 831, Police Radio Purchase**

Alderman Bloemker moved to approve Resolution 831, authorizing the purchase of three new portable radios for the Smithville Police Department, in an amount not to exceed \$14,000. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 831 approved

**15. Resolution 832-833, CARES Act Funding**

Approve Resolutions related to CARES Act Funding.

**A. Resolution 832, Small Business Grants**

Alderman Bloemker moved to approve Resolution 832, to authorizing the second distribution of small business grants as recommended by Clay County EDC and reviewed by the Board of Aldermen. Alderman Chevalier seconded the motion.

Alderman Ulledahl recused himself from Resolution 832.

No discussion.

Ayes – 5, Noes – 0, motion carries. Mayor Boley declared Resolution 832 approved.

**B. Resolution 833, School District CARES Funding**

Alderman Bloemker moved to approve Resolution 833, approving reimbursement of funds to the Smithville School District for music program expenditures and

## **Smithville Board of Aldermen**

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elementary school equipment in an amount totaling \$58,129.99 through the CARES Act Fund. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 833 approved.

### **16. Resolution 834, Authorization No. 92 Engineering Smith's Fork Pump Station**

Alderman Bloemker moved to approve Resolution 834, approve Authorization No. 92 to enable HDR Engineering to design Smith's Fork Pump Station for an amount not to exceed \$158,000. Alderman Chevalier seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 834 approved.

## **OTHER MATTERS BEFORE THE BOARD**

### **17. Public Comment**

None

### **18. New Business from the Floor**

Alderswoman Wilson asked that the Board discuss the old Second Creek Bridge at a future meeting.

Cynthia said discussion could be added to the November 3 Work Session.

### **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 7:43 p.m.

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Linda Drummond, City Clerk

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Damien Boley, Mayor

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CITY ADMINISTRATOR'S REPORT

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## City Administrator's Report

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October 1, 2020

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### **Staffing Updates**

#### *Certified ICC Residential Building Inspector*

On Saturday, September 26, Building Inspector Jim Waddle sat for a written certification examination from the International Code Council. Jim successfully completed the exam and was officially certified as an ICC Residential Building Inspector. Jim is the first inspector to successfully obtain his Residential Building Inspector Certification since the City of Smithville first adopted the International Code Council building code group in 2006. His certification will help the Development Department to continue improvement on its rating from the ISO on building code enforcement. This rating system can have a positive impact on homeowner insurance rates for new construction and Jim has significantly contributed to our continued improved ratings.

#### *Finance Department*

I'm pleased to announce that Stephen Larson has accepted the position of Finance Director. Stephen has spent the last four years in the budget office for the City of Olathe, Kansas. Stephen's first day with the City will be October 19.

Nicole Williams, Finance Specialist II, has submitted her resignation. Her last day will be October 9. Her nine years of service and dedication to the City are greatly appreciated.

### **Comprehensive Plan Update Progress**

As we make the final push on the Comprehensive Plan Update. You've each received surveys from Future iQ looking for prioritization of a number of action steps relating to the pillar areas. All participants or commentators throughout the process have also received these surveys, which will help identify timelines and priorities for the action plans.

A draft plan will be provided for the Planning Commission review in October – the Board will receive all communications and drafts. It is important to highlight the hierarchy of the Missouri Enabling Legislation on Comprehensive Plans. Specifically, Missouri Law sets the responsibility to *adopt* a Comprehensive Plan upon the Planning and Zoning Commission. Once the Commission has voted to approve the plan, that plan is the one going forward. The current best practice for Comprehensive Plan implementation is to immediately present the Commission's final plan to the Board of Aldermen with the specific request that the Board pass a resolution adopting the Plan as the official policy of the Board of Aldermen.

In order to ensure the process has adequate public input, the consultant team has set up a very robust public input strategy over the last 45 days of the project. This input from the general public will be followed by a fairly short, but focused, final review and comment period by the Planning Commission. We anticipate the first draft of the plan will be sent to the Planning Commission next week for review at the October 13 Commission meeting. As noted, the Board of Aldermen will receive a copy of the first draft when provided to the Planning Commission. The consultant will present the draft to the Commission at their meeting on October 13. Board members are strongly encouraged to watch that meeting for additional information. You will receive a Zoom invitation to the meeting to ensure you have that access in addition to the draft Plan.

The week or two after this hearing will be the public's final comment period. At the close of the public comment period, the consultant will then take about a week to obtain comments from the Planning Commission and the Board. It is important that both the Planning Commission and the Board are directly involved in providing their input to the Consultant so that these final comments can be incorporated or addressed. The final product will be provided in the packet for the Planning Commission meeting on November 10. Assuming the Commission adopts the final draft on the 10, a Resolution to adopt the plan as a policy of the Board will be presented with the November 17 packet.

### **Contract Snow Removal**

Staff is currently developing an RFP for snow removal services. Overland Park currently uses independent contractors for snow removal on residential streets. The process would identify specific areas where a contractor would be assigned to remove snow. The City will provide the de-icing materials. The contractor will provide the equipment and personnel. The contractor would be paid on an hourly basis. This would free up city

staff to address other areas with a goal to increase efficiency and address snow removal operations sooner, keeping roads open. After the City receives the bids for this service, staff will review and present a recommendation to the Board.

**Parks and Recreation Master Plan**

Conversations with Future iQ regarding a Parks and Recreation Plan Update continue. David Beurle has been in discussion with local firms with parks background to develop a partnership for this project. It is anticipated that an amendment to their contract to complete the Comprehensive Plan Update will come to the Board for action later this month.

**Board Meeting Room AV/Sound Upgrades - Update**

Initiation of the project to upgrade sound and install cameras in the meeting room was originally anticipated to begin in September. The project has been delayed awaiting receipt of equipment. At this point, we are on the contractor's schedule for installation the week of October 12 to 16.

**Police Department Recognition of Breast Cancer Awareness Month**

October is National Breast Cancer Awareness Month. In the past, the Police Department has allowed officers to wear a pink ribbon pin on their uniforms during this month. Last year, officers approached the Chief requesting the approval of use of pink badges. As was the case last year, this request has been approved for the month of October. A consistent design and verbiage was selected for use and officers must purchase the badge themselves.

**ADOPTING FISCAL YEAR 2020-2021 PROPOSED BUDGET**



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** All

**Agenda Item:** Bill No. 2872-20, FY2021 Annual Operating Budget, 1<sup>st</sup> reading

**Summary:**

City staff worked collectively since January to determine needs for the FY2021 Budget. The City Administrator and Finance Director presented the proposed FY2021 Budget at the August 18 Work Session, detailing fund summaries and department detail for the Board. The budget document incorporates Board direction from work sessions dedicated to review of the recommended budget.

This budget document is a draft document to be finalized and submitted to the Government Finance Officers Association. After approval of the budget, the final budget document will be posted to the City website, before November 1.

The only changes to the document since the last Board discussion is the inclusion of a contingency for potential health care costs. The previous budget as presented included a \$21,490 excess of revenues over expenditures. As previously explained, initial estimates from United Health Care for medical insurance expenditures were a 29% increase. Since that time, staff has worked with United and the City's broker to negotiate a new plan and new rates which would be well under the initial 15% included in the budget. At this point staff recommend leaving the \$21,490 as a contingency, and will report back to the Board after open enrollment and reallocate budget authority as needed.

**Purpose:**

First reading of the FY2021 Annual Operating Budget.

**Impact:**

Comprehensive Plan:	Significant
Economic Development Plan:	Significant
Parks Master Plan:	Significant
Strategic Plan:	Significant
Capital Improvement Plan:	Significant
Budget:	Significant



**Legislative History:**

Following review of budget issues and the capital improvement plan at work sessions throughout the spring, the FY2021 Annual Operating Budget was presented and discussed at the August 18 Work Session.

**Suggested Action:**

Motion to approve Bill No. 2872-20, FY2021 Annual Operating Budget for 1<sup>st</sup> reading by title only.

**Attachments:**    ☐ Plans            ☐ Contract        ☐ Staff Report

☒ Ordinance    ☐ Resolution    ☐ Minutes        ☒ Other:    [FY2021 Budget Document](#)

**BILL NO. 2872-20**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE FY2021 ANNUAL OPERATING BUDGET FOR  
THE CITY OF SMITHVILLE, MISSOURI, AND AUTHORIZING THE  
EXPENDITURES OF FUNDS FOR MUNICIPAL SERVICES.**

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

**THAT**, for the purpose of financing the conduct of affairs of the City of Smithville, Missouri during the fiscal year from November 1, 2020, and ending October 31, 2021 inclusive, the budget of the City's revenue and expenses for such period prepared and submitted to the Smithville Board of Aldermen by the City Administrator is hereby approved and adopted as the Official Budget of the City of Smithville, Missouri; and

**THAT**, the amounts set forth in the various funds are hereby appropriated to such uses, and authority is hereby given to the City Administrator of the City of Smithville to expend the amounts shown for the purposes indicated; and

**THAT**, the amounts for each fund, as shown in the Annual Budget shall not be increased or decreased except by the Board of Aldermen approval, but the various objects of expenses comprising the total appropriation for any fund may be increased or decreased at the discretion of the City Administrator, providing the adjustments shall not increase the total amount appropriated for that fund.

**INTRODUCED, READ, PASSED AND ADOPTED BY THE BOARD OF ALDERMEN  
OF THE CITY OF SMITHVILLE THIS \_\_\_\_\_ DAY OF OCTOBER 2020.**

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk

First Reading: 10/6/2020

Second Reading: 10/20/2020

## CREATION OF A PARKS AND STORMWATER SALES TAX FUND



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Finance  
Parks & Recreation  
Public Works (Streets)

**Agenda Item:** Bill No. 2873-20, Creation of Parks and Stormwater Sales Tax Fund – 1<sup>st</sup> Reading

**Summary:**

This Ordinance would create a new budgetary fund for revenue and expenditures from the ½-cent parks and stormwater sales tax.

**Purpose:**

Bill No. 2859-20 authorized the results of the Parks and Stormwater sales tax approved in the June 2, 2020 municipal election. The results of the election are certified by the Clay and Platte County Election Boards.

This Ordinance would allow for the creation of the Parks and Stormwater Sales Tax Fund to account for the receipt of and expenditures from that allocation separate from any other City monies.

**Impact:**

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

**Legislative History:**

N/A

**Suggested Action:**

Motion to approve Bill No. 2873-20, by title only for 1<sup>st</sup> reading

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

**BILL NO. 2873-20**

**ORDINANCE NO. XXXX-20**

**AN ORDINANCE CREATING THE PARKS AND RECREATION STORMWATER SALES TAX FUND.**

**WHEREAS**, the City formally declared the election results for the June 2, 2020 election for the issue of implementing a ½-cent parks and stormwater sales tax; and

**WHEREAS**, the City has determined that a new fund is necessary to accurately account for the ½-cent parks and stormwater sales tax revenue and expenses relative to operating, maintaining, funding, and/or financing parks and recreation needs and stormwater control.

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

The Parks and Stormwater Sales Tax Fund is hereby established in the City's treasury and shall be held and administered by the City's Finance Director.

Passed this \_\_\_\_ day of October 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk

First Reading: 10/06/2020

Second Reading: 10/20/2020

**DESTRUCTION OF RECORDS**

# City of Smithville

**Meeting Date:** October 06, 2019

**Department:** Finance/Police

**Agenda Item:** Bill No. 2874-20, Destruction of Records – 1<sup>st</sup> reading

**Summary:**

The City keeps administrative, fiscal and legal records as required by the State of Missouri. The Secretary of State's Office publishes a records retention manual which establishes minimum retention periods for the administrative, fiscal and legal records created by local governments. Some records are permanent while others must be kept for various lengths of time. When non-permanent records have reached their retention date, the State recommends those records to be destroyed.

The Finance Department desires to destroy audited accounts payable and accounts receivable records dated November 1, 2017 through October 31, 2018 by shredding. These records include invoices, check registers, refund registers, payment distribution statements, and receipt registers. These accounts payable and accounts receivable records meet the minimum retention period after a completed audit.

The Police Department desires to destroy police records dated 2006-2014 by shredding. These records are not part of an investigative file/report and meet the minimum retention period.

**Purpose:**

The purpose is to destroy audited accounts payable and accounts receivable records per the records retention schedule published by the Secretary of State's Office.

**Impact:**

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

## Smithville Board of Aldermen

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**Legislative History:**

None

**Suggested Action:**

Motion to approve Bill No. 2874-20 for 1<sup>st</sup> reading by title only.

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

**BILL NO. 2874-20**

**ORDINANCE NO. XXXX-20**

**AN ORDINANCE AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS.**

**WHEREAS**, it has been determined that FY18 accounts payable and accounts receivable records and documents have met the retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMo.; and

**WHEREAS**, it has been determined that the 2006-2014 police records are not part of an investigative file/report and have met the minimum retention schedule listed in the Missouri Records Manual as outlined in Section 109.200 RSMO.; and

**WHEREAS**, it has been determined that the records and documents have no further administrative, legal, fiscal, research or historical value; and

**WHEREAS**, destruction of said records will allow more space for operations, increase storage space, allow for easier access to needed records and provide a better environment of records which must be legally retained; and

**WHEREAS**, the Smithville Board of Aldermen wish to authorize the destruction of said records.

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

Section 1. That the Board of Aldermen hereby elects, pursuant to Section 109.200 RSMo., to approve the destruction of police records from 2006-2014 and accounts payable and accounts receivable records and documents that have met the requirements of the retention schedule and no longer have value.

Section 2. The Board of Aldermen hereby directs the City Clerk to find a method of destruction approved by the State of Missouri.

Section 3. This Ordinance shall take effect and be in full force from and after its passage according to law.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the \_\_\_\_ of October 2020.

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Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk

First Reading: 10/06/2020  
Second Reading: / /2020



## AMENDING THE CONTRACT WITH A3G



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Administration

**Agenda Item:** Resolution 835, Approving Amendment #3 of an agreement with A3G Architects for City Hall Improvements.

**Summary:**

A resolution authorizing an amendment to the City's contract with A3G Architects for City Hall Improvements.

**Purpose:**

Resolution 454 was approved at the February 2, 2016 Board of Aldermen Regular Meeting procuring the services of A3G Architects for the professional design update to City Hall. This project was bid in August 2017, and received one response, which was well above the budgeted amount, and not awarded.

Amendment #1 to the agreement with A3G Architects provided architectural services for new design development, construction documents and construction administration for an entirely different City Hall Improvement Project scope. Amendment #1 was for a total amount of \$9,500. This project was bid in November 2019, and two responses were received. Both were well above the budgeted amount, and after negotiation with the low bidder, the project was not awarded.

Amendment #2 to the agreement with A3G Architects provided architectural services for a reduced-scope design development, construction documents and construction administration for a reduced-scope City Hall Improvement Project. Amendment #2 is for an additional amount of \$1,800. This reduced scope first phase of the project was completed in the summer of 2020.

Amendment #3 to the agreement with A3G Architects would provide architectural, design, and construction management services for a second phase of renovation to include the lobby, restrooms, and administrative offices of City Hall. The cost of the amendment is not to exceed \$7,600. This project is included in the proposed FY2021 Budget.

**Impact**

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A

## Smithville Board of Aldermen

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Strategic Plan:	N/A
Capital Improvement Plan:	Included in Recommended FY21 CIP
Budget:	Included in Recommended FY21 Budget
<b>Legislative History:</b> N/A	
<b>Suggested Action:</b> A motion to approve Resolution 835 – Amendment No. 3 of the agreement with A3G Architects for City Hall Improvements.	
<b>Attachments:</b> <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:    Amendment No. 3 of the agreement with A3G Architects	

**RESOLUTION 835**

**A RESOLUTION APPROVING AMENDMENT NO. 3 OF THE AGREEMENT WITH  
A3G ARCHITECTS FOR CITY HALL IMPROVEMENTS**

**WHEREAS**, Resolution 454 was approved at the February 2, 2016 Board of Aldermen Regular Meeting, procuring the services of A3G Architects for the professional design update to City Hall; and,

**WHEREAS**, Resolution 736 was approved at the September 17, 2019 Board of Aldermen Regular Meeting, amending the services of A3G Architects for the updated professional design to City Hall, construction documents, and construction administration; and,

**WHEREAS**, the agreement requires an amendment to reflect additional professional design work to prepare bid documents, plans and manage phase two improvements to City Hall; and,

**WHEREAS**, the proposed FY21 Budget allocates funds for the next phase of improvements to City Hall.

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

**THAT ADMENDMENT NO. 3 OF THE AGREEMENT BETWEEN THE CITY OF  
SMITHVILLE AND A3G ARCHITECTS IS APPROVED FOR AN ADDITIONAL  
AMOUNT NOT TO EXCEED \$7,600.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



## AMENDMENT 3

30 September 2020

Cynthia Wagner, Smithville City Administrator  
107<sup>th</sup> West Main Street  
Smithville, Missouri 64089

RE: **Amendment 3 to Contract with City of Smithville dated 29 Sept. 2015**  
Interior Renovation of City Hall/Police Station

Dear Ms. Wagner:

A3G Architects (Architect) is pleased to submit this proposal for architectural services for the interior renovation of Smithville City Hall and Police Station. This proposal includes architectural services for the design development, construction documents and construction administration for this project. The following is our understanding and assumptions of the scope of services required for the implementation of the project:

1. The scope of work includes primarily renovation to the Administration side with some alterations as the front of the Police space and shared spaces. Changes to the Administration side will include rework of the entry area, the addition of a conference room, alterations to the open office and Finance Specialist office. of all doors and frames will be bid as an alternate. Acoustical ceilings will be added in the existing double height lobby area. The Police Station side will be reorganized to get a service window off of the Lobby for the Police Clerk and create an interview room. The two existing restrooms will be renovated into ADA compliant restrooms with two fixtures each to meet code requirements. New finishes will be provided throughout the Administration and common areas. Door hardware with push button access at main Police door shall be provided.
2. Based on our preliminary information and discussion with you, we understand the project budget is to be approximately \$315,000.
3. A3G will work with an estimator to provide a preliminary estimate of the work before the projects goes out to bid.
4. No engineering services are included in this proposal. Any needed engineering consulting can be provided to this contract as an additional service.

### SCOPE OF SERVICES

#### Schematic Design

**\$1800**

1. A3G will meet with city staff to review the previous design and discuss what all will be included in this new proposed design. (Complete)
2. A3G will draft and update the schematic design drawings.
3. A3G will conduct a full building code analysis of the proposed design.
4. A3G will provide updated drawings, updated preliminary cost estimate and a finish board for presentation to the Board of Alderman.

#### Construction Documents

**\$1200**

5. We will meet with city staff to finalize layout, finishes and budget before finalizing the Construction Documents.
6. We will prepare construction drawings and specifications for general construction suitable

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**AMENDMENT 3**

- for obtaining final bids from the general contractors.
7. Drawings anticipated include floor plans, reflected ceiling plans, interior elevations, enlarged floor plans and details, construction details, and door and finish schedules for the buildings. All specifications will be on the drawings.

**Bidding** **\$800**

8. A3G will provide electronic files of the plans and specifications for distribution to general contractors for bidding. The city shall provide the upfront project specifications and Bid Form.
9. A3G will conduct a mandatory pre-bid conference for the project at the site.
10. A3G will answer questions through the bidding phase.
11. A3G will review and summarize contractor bids for completeness and prepare a Bid Summary for owner review.
12. A3G will meet with city staff to review the bids and discuss recommendation to the Board of Aldermen.

**Furniture Selection and Coordination** **\$600**

11. A3G will work with the owner and furniture vendor to come up with a furniture layout utilizing used furniture where possible.
12. A3G will review all finish selections for the furniture.

**Construction Administration** **\$3200**

15. A3G will provide construction observation and administration consisting of clarifying documents and field conditions, reviewing applications for payment, observation of construction work, review of shop drawings and punch list at project completion. We anticipate 1 job visit bi-monthly for the duration of the anticipated 4-month construction schedule. We will also provide an eleven month walk through after construction completion to make sure that all warranty items have been addressed and are completed prior to the final one-year warranty.
16. The Architect shall provide limited construction administration with respect to the Project as specifically outlined below. Any service not specifically listed below will not be provided by the Architect.
17. Limited shop drawing review as specified below:
- a) Architect will review the contractor's submittals such as shop drawings, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the plans and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor. The Architect's review of submittals shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures – all of which are the responsibility of the contractor. The Architect's review of submittals shall not relieve the contractor of any of its obligations / responsibilities. Contractor shall not be relieved of responsibility for deviations from the requirements of the plans and specifications by Architect's review of submittals. Contractor shall not be relieved of responsibility for errors or omissions in the submittals by the Architect's review thereof.
18. Limited site observations as specified below:
- a) Architect will on a few occasions visit the site to become generally familiar with the progress of the work for the Project. Architect shall not be required to perform any inspections, including making exhaustive or continuous on-site inspections, to check the



### AMENDMENT 3

quality or quantity of the work for the Project. Architect will not be responsible for the Owner's, or any contractors, subcontractors, Architects, suppliers, etc., failure to perform the work in accordance with the plans and specifications and industry standards. Architect has no control over or charge of, and will not be responsible for, acts or omissions of the Owner, or any contractors, subcontractors, Architects, suppliers, etc. or their agents or employees, or any other person or entities performing portions of the work for the Project.

#### Summary

The above services will be rendered on an hourly basis to a maximum fee of \$7,600.

#### Terms of Service

1. **Software:** All architectural work will be completed using Autodesk Revit or AutoCad software.
2. **Units:** All work will be provided in English units.
3. **Enforceability:** The unenforceability or invalidity of any provisions of this Agreement shall not render any other provision herein contained unenforceable or invalid.
4. **Assignments:** This Agreement is binding upon and inures to the benefit of Owner and Architect and their respective successors and permitted assigns. Except as expressly provided under this Agreement, neither Architect nor Owner may assign this Agreement without the prior written consent of the other, and any attempt to assign this Agreement without such consent is void.
5. **Ownership of Instruments of Service:** The Architect shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the Architect as instruments of service. The Architect shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.
6. **Use and Benefit:** The services provided for in this Agreement are for the sole use and benefit of Owner and Architect. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Architect.
7. **Entire Agreement:** This Agreement represents the entire and integrated agreement. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
8. **Waiver of Subrogation:** Owner waives all rights against Architect its officers, members, managers, owners, attorneys, agents and employees for damages caused by any cause of loss to the extent covered by any insurance. The Owner shall require all of its contractors, subcontractors and consultants to agree to similar waivers of subrogation.
9. **Waiver of Consequential Damages:** Owner waives claims against the Architect for any special, indirect and/or consequential damages arising out of or relating to the Project and/or the Agreement, including, but not limited to, damages or losses in the nature of increased project costs, loss of revenue or profit, loss of rent, loss in production, extended overhead or equipment costs, claims by purchasers or customers of Owner, or governmental fines or penalties.
10. **No Warranty:** No warranty, express or implied, is provided by Architect in this Agreement or in any drawings, specification, report or other document.
11. **Indemnity:** To the fullest extent permitted by law, Owner agrees to defend, indemnify and hold harmless Architect and its officers, members, managers, owners, attorneys, agents and employees (collectively, the "Indemnitees") from and against all liabilities, claims, damages, losses, liens, causes of action, suits, judgments and expenses (including reasonable attorneys' fees, expert witness fees and court costs) (collectively, the "Liabilities") in

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## AMENDMENT 3

connection with the Project [make sure term defined] relating to the acts, errors, omissions or willful misconduct of Owner, or any of Owner's contractors, subcontractors, Architects, suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Furthermore, Owner agrees to defend, indemnify and hold harmless the Indemnitees from Owner's, or any of Owner's contractors, subcontractors, Architects, suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, failure to comply with applicable laws. Owner shall defend, indemnify and hold harmless Indemnitees even if Owner is partially or wholly not at fault for the Liabilities. However, Owner shall not be responsible for defending, indemnifying or holding harmless the Indemnitees for their own negligence. Architect shall have the right, at its option, to be represented by advisory counsel of its own selection and at Owner's sole cost and expense, if (a) there is a bona-fide conflict of interest between the defense of Owner and Architect, or (b) Architect reasonably determines that Owner or its counsel is not diligently and competently pursuing the defense of Architect.

12. **Limitation of Liability:** Owner, including its directors, officers, partners, employees, agents, contractors, subcontractors, consultants and their respective assigns, agree to limit Architect's liability (whether arising from contract, statutory violation, tort or otherwise) to the total compensation actually received by the Architect for the Project or \$50,000, whichever is greater. This limitation of liability shall apply to all phases of services performed in connection with the Project and/or the Agreement, whether subsequent to or prior to the execution of this Agreement. In no event shall Architect be liable for consequential, incidental or special damages.
13. **Termination:** This agreement may be terminated by either party upon thirty days' written notice should there be substantial nonperformance by the other party, through no fault of the party initiating the termination; however, the non-performing party may cure or submit a plan for cure reasonably acceptable to the other party during such notice period. In the event of termination not the fault of Architect, Architect shall be compensated for all services performed, together with Reimbursable Expenses incurred, prior to the termination date. Neither Owner nor Architect shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. Waiver by either Owner or A3G Architects of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
14. **Dispute Resolution:** The Parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of non-payment, Architect may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted within 45 days from the service of notice and the parties shall share the mediation fees equally. If mediation fails, Owner and Architect agree that the venue for all disputes will be in the Circuit Court of Clay County, Missouri.
15. **Electronic Files:** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The Owner agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees that Architect shall have no responsibility or liability to Owner or others for any changes made by anyone other than the Architect or for any reuse of the electronic files without the prior written consent of the Architect. Any changes to the electronic specifications by either the Owner or the Architect are subject to review and acceptance by the other party. If the



## AMENDMENT 3

Architect is required to expend additional effort to incorporate changes to the electronic file specifications made by the Owner, these efforts shall be compensated for as Additional Services. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any use or reuse of the electronic files without the prior written consent of the Architect. Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's unauthorized use or reuse of the electronic files.

16. **Information Provided by Others:** The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's Architects and contractors.
17. **Unauthorized Changes:** In the event the Owner, the Owner's contractors, subcontractors or Architects, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore, the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents, including electronic files, without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

### Payment for Services

1. **Payment Due.** Invoices shall be submitted by the Architect *monthly* for work from the 25<sup>th</sup> to the 25<sup>th</sup> of each month and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.
2. **Interest.** If payment in full is not received by the Architect within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
3. **Collection Costs.** If the Owner fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Owner, the Owner agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in efforts to collect. This obligation of the Owner



**AMENDMENT 3**

- to pay the Architect's collection costs shall survive the term of this Agreement or any earlier termination by either party.
4. **Suspension of Services.** If the Owner fails to make payments when due or otherwise is in breach of this Agreement, the Architect may suspend performance of services upon thirty (30) calendar days' notice to the Owner. The Architect shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner. Upon payment in full by the Owner, the Architect shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Architect to resume performance.
  5. **Termination of Services.** If the Owner fails to make payment to the Architect in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Architect.
  6. **Set-offs, Backcharges, Discounts.** Payment of invoices shall not be subject to any discounts or set-offs by the Owner unless agreed to in writing by the Architect. Payment to the Architect for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
  7. **Disputed Invoices:** If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect in writing within fourteen (14) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.
  8. **Reimbursable Expenses:** Reimbursable expenses will be billed at cost times a multiplier of 1.10 and shall include but not limited to, mileage, hotel, car rental, long distance phone calls, express mail, delivery services, photography, copying, scanning, printing, and computer plotting costs.

**Exclusions**

The following services are not included in our fees, but may be acquired as additional services:

1. Fire sprinkler design fees are not included in this fee and are typically performed as by the installation company.
2. A3G shall have no responsibility to inspect for or report the presence of water infiltration, mold, mildew or other hazardous materials on project site or adjacent areas.
3. Design services for consultants such as structural, mechanical, electrical, civil or geotechnical engineering, biohazard, security, communications, networking, legal or accounting services, kitchen equipment design, landscape design, cabinetry design interior finish selection or any other services not included in this proposal.
4. Traffic study.
5. Surveying of the property.
6. Travel expenses.
7. The cost of printing plans and specifications for bidding, or review fees required by authorities.
8. Zoning review services.
9. Floodplain analysis and determination.
10. Levy District drawings and details.
11. Public utility location or design.

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### AMENDMENT 3

12. The cost of color 3-D renderings is not included in the fees described herein.
13. Other services which are not specifically described herein.

#### Time

This proposal shall remain valid for a period of 30 days.

#### Governing Authority

The laws of the State of Missouri shall govern this agreement. This contract may be converted to a standard AIA Owner/Architect agreement upon acceptance of the terms.

We sincerely appreciate the opportunity to provide you this proposal. We promise you our enthusiasm, energy, and best effort. If you have any questions on this proposal please feel free to contact me. Once we receive an approved work order we will be ready to start work immediately. We look forward to your positive response.

Sincerely,  
A3G Architects

A handwritten signature in black ink, appearing to read 'Aimee D. Gray'.

Aimee D. Gray, AIA/NCARB

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

<https://a3garchitects.sharepoint.com/sites/A3GArchitects/Shared Documents/A3G Projects/Smithville/City Hall 2020/Written/Smithville City Hall Amendent 3.docx>

## LIQUOR LICENSE - WHITE IRON RIDGE, LLC



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Administration

**Agenda Item:** Resolution 836, Liquor License – White Iron Ridge, LLC.

**Summary:**

Rebecca Hofmeister, owner of White Iron Ridge, LLC., has completed a Liquor License Application for her business to be located at 815 East 92 Highway.

**Purpose:**

Ms. Hofmeister requested the following licenses:

Intoxicating Liquor (all kinds) By the Drink  
Sunday Sales

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be December 1, 2020. Ms. Hofmeister has remitted payment to cover licensing from December 1, 2020 through June 30, 2021.

**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:**
**Suggested Action:**

A motion to approve Resolution 836.

**Attachments:** ☐ Plans ☐ Contract ☐ Staff Report

☐ Ordinance ☒ Resolution ☐ Minutes ☒ Other: Approval recommendation

**RESOLUTION 836**

**A RESOLUTION ISSUING A LIQUOR LICENSE TO REBECCA HOFMEISTER FOR  
OPERATION OF WHITE IRON RIDGE, LLC.**

**WHEREAS**, Rebecca Hofmeister has completed the required application, and;

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

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

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

**THAT A LIQUOR LICENSE WILL BE ISSUED TO REBECCA HOFMEISTER FOR  
OPERATION OF WHITE IRON RIDGE, LLC., LOCATED AT 815 E. 92 HIGHWAY.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



107 W Main St • Smithville, MO 64089

P:(816)532.3897

September 21, 2020

Cynthia Wagner:

I have reviewed the liquor license application submitted by Rebecca J. Hofmeister (White Iron Ridge). I have reviewed Ms. Hofmeister's background as well as public records and found nothing that would disqualify her from being issued a liquor permit.

I would recommend that Ms. Hofmeister be issued a city liquor permit pursuant her request. If you have any questions or concerns, feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jason Lockridge", with a long horizontal line extending to the right.

Chief Jason Lockridge

[smithvillemo.org](http://smithvillemo.org)

**LIQUOR LICENSE - HUMPHREY'S SPORTS BAR & GRILL**



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Administration

**Agenda Item:** Resolution 837, Liquor License – Humphrey's Sports Bar & Grill

**Summary:**

David Cox, owner of Humphrey's Sports Bar & Grill, has a completed a Liquor License Application for his business to be located at 111 North Bridge Street.

**Purpose:**

Mr. Cox has requested the following licenses:

Intoxicating Liquor (all kinds) By the Drink  
Sunday Sales

Chief Lockridge has reviewed the application, completed a background check and recommends issuance of the licenses. The effective date will be October 7, 2020. Mr. Cox has remitted payment to cover licensing through June 30, 2021.

**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:**

**Suggested Action:**

A motion to approve Resolution 837.

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

**RESOLUTION 837**

**A RESOLUTION ISSUING A LIQUOR LICENSE TO DAVID COX FOR OPERATION OF HUMPHREY'S SPORTS BAR & GRILL.**

**WHEREAS**, David Cox has completed the required application, and;

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

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

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

**THAT A LIQUOR LICENSE WILL BE ISSUED TO DAVID COX FOR OPERATION OF HUMPHREY'S SPORTS BAR & GRILL, LOCATED AT 111 N. BRIDGE STREET.**

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6<sup>th</sup> day of October 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



107 W Main St • Smithville, MO 64089

P: (816) 532.3897

September 25, 2020

Cynthia Wagner:

I have reviewed the liquor license application submitted by David A. Cox (Humphrey's Sports Bar & Grill). I have reviewed Mr. Cox's background as well as public records and found nothing that would disqualify him from being issued a liquor permit.

I would recommend that Mr. Cox be issued a city liquor permit pursuant his request. If you have any questions or concerns, feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jason Lockridge", is written over a light blue horizontal line.

Chief Jason Lockridge



**FINAL PLAT – GREYHAWKE AT THE LAKE PHASE 3B**

# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Development

**Agenda Item:** Resolution 838, Final Plat – Greyhawke at the Lake Phase 3B

**Summary:**

Approving this Resolution would authorize the Final Plat for Greyhawke at the Lake Phase 3B to be recorded upon construction and acceptance of public infrastructure improvements in accordance with Chapter 425 of the Code.

**Purpose:**

The Preliminary Plat was amended in October of 2017 to reflect some lot changes, street location changes, and the addition of a roundabout intersection for pedestrian crossings to Clay County Parks. In accordance with Section 425.285 of the Code, City staff and the City Engineers must review the final plat for substantial compliance with the approved Preliminary Plat. The City Engineer confirmed on September 25, 2020 that the Final Plat matches the Preliminary Plat. There were slight changes to the construction plans from the original submittals in Phase 3A, which were needed due to rock encounters. Those changes were submitted, reviewed and approved by the City Engineers. Those changes do not require any amendment to the Preliminary Plat, so the Final Plat can now be approved by the Board.

If the Board approves this Final Plat, the developer will complete construction of the roads, sewers, waterline extensions and stormwater improvements in accordance with the approved Preliminary Plat and Engineering review. Upon inspection and acceptance of those improvements, and submittal of a proper bonding, the developer can record this document and begin selling lots.

**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:**

Resolution 538 approved the Preliminary Plat on October 17, 2017

**Suggested Action:**

A motion to Approve Resolution 838 – Final Plat for Greyhawke at the Lake Phase 3B.

**Attachments:**   ☒ [Plans](#)       ☐ Contract       ☐ Staff Report  
☐ Ordinance       ☒ Resolution       ☐ Minutes       ☐ Other:

**RESOLUTION 838**

**A RESOLUTION APPROVING THE FINAL PLAT FOR GREYHAWKE AT THE LAKE  
PHASE 3B**

**WHEREAS**, the Planning Commission recommended approval of the Preliminary Plat for this portion of the subdivision on October 5, 2017, and;

**WHEREAS**, the Board of Aldermen adopted the recommendation and Passed Resolution 538 approving the Preliminary Plat, and;

**WHEREAS**, the developer submitted a proposed Final Plat for a portion of the approved area, along with construction plans for public infrastructure, and;

**WHEREAS**, pursuant to Section 425.285 of the Code, the City Engineers reviewed the submittal for compliance with the Preliminary Plat and determined the proposed Final Plat complies with the approved Preliminary Plat and recommends approval.

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

**THAT THE FINAL PLAT FOR GREYHAWKE AT THE LAKE, PHASE 3B IS HEREBY  
APPROVED.**

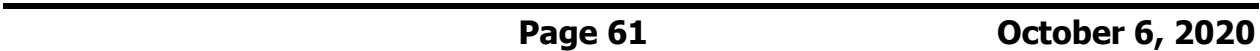
**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 6<sup>TH</sup> day of October 2020.

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk







**LITIGATION AND IN THE ALTERNATIVE ANNEXATION OF CERTAIN LAND**

# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Development

**Agenda Item:** Resolution 839 Annexation Public Hearing Notice

**Summary:**

Approving this Resolution will declare the City's intent to annex certain lots in Lakeside Crossing Subdivision and declare the date for a public hearing.

**Purpose:**

The Lakeside Crossing subdivision is located on the eastern edge of the city limits. The subdivision was commenced in unincorporated Clay County and the developer signed a sewer service agreement with the City of Smithville to be able to provide sewer service to the subdivision. One of the terms of that agreement was that the developer, and any subsequent purchaser of land in the subdivision would voluntarily annex their land into the city limits when their land became contiguous to the city limits. At this time, 10 lots have not voluntarily annexed into the city limits, and all lots are contiguous to the city limits. In accordance with the sewer service agreement, the City formally requested voluntary annexation by each of the owners of the 10 remaining lots.

This Resolution will allow the city attorney to file the appropriate legal actions to either enforce the sewer service agreement or proceed with involuntary annexation. These actions are necessary to clean up the city's boundaries as directed by the Board.

**Impact:**

Comprehensive Plan:	Complies
Economic Development Plan:	n/a
Parks Master Plan:	n/a
Strategic Plan:	Complies
Capital Improvement Plan:	n/a
Budget:	Potentially add additional general revenue, but reduce sewer fees.

**Legislative History:**

The city approved the sewer service agreement on November 1, 1996.

**Suggested Action:**

A motion to approve Resolution 839 to begin annexation proceedings to lots in Lakeside Crossing subdivision.

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



**RESOLUTION 839**

**RESOLUTION AUTHORIZING LITIGATION  
AND IN THE ALTERNATIVE ANNEXATION OF CERTAIN LANDS AND CALLING  
A PUBLIC HEARING CONCERNING SAID PROPOSED INVOLUNTARY  
ANNEXATION PURSUANT TO §71.015 R.S.MO.**

**I. RECITALS AND FINDINGS**

Whereas Lakeside Crossing is a subdivision which was originally platted by Clay County. The Developer (who owned all of the land at issue at the time) entered an agreement/contract with the City of Smithville ("the Developer Agreement") to provide sewer service to the subdivision at greater than the cost charged to City Residents. This Agreement dated November 1, 1996 was recorded in the Clay County Recorder of Deeds office on October 22, 1997 at Book 2740 Page 327.

Whereas the Developer Agreement provided in part that when Smithville grew to the point that it was contiguous to the subdivision, that the owners of the land would apply to be voluntarily annexed into the City. The Developer Agreement specifically provided at ¶3 "*The City and Property Owners further agree that upon the request of the City and provided that the property of Property Owners above mentioned is contiguous to the City, Property Owners shall take all necessary measures to voluntarily annex all property above mentioned into the City of Smithville.*"

Whereas since November 1, 1996 all the lots of the Lakeside Crossing subdivision have changed hands from the developer to the builder(s) to the ultimate buyers and/or their assigns. Each of the current owners of the lots in this subdivision acquired their ownership after November 1, 1996.

Whereas the City is now contiguous with all lots in the subdivision. By the Spring of 2020, a substantial majority of lot owners of this subdivision have applied for and been annexed into the City. However, 10 lots and their owners have not.

Whereas the City is providing police service to the majority of the lots in the subdivision. Absent checking a plat map, the City's police officers have no way of knowing when one neighbor is in the City and the other is not. Also, those neighbors not in the City basically have the benefit of the services paid for by residents.

Whereas the City's Ordinances apply to most of the lots in the subdivision but not all.

Whereas the City is charging two different sewer rates to lots within the same subdivision.

## **Smithville Board of Aldermen**

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Whereas earlier this year the City sent each of the current owners of the lots in the Subdivision not within the City, a letter outlining the history and previous agreements and asking that they apply to be voluntarily annexed. One has asked to be annexed while others have either refused to apply or failed to respond to the City's request.

Whereas the process for voluntary annexation is set forth in §71.012 R.S.Mo.

Whereas the process for involuntary annexation is set forth in § 71.015, R.S.Mo.

Whereas pursuant to §71.015 the City Finds that the length of the contiguous boundary common to the City's existing limit is at least 15% of the length of the perimeter of each of the following lots/property proposed for annexation that remain outside the City limits:

**Lot 4, Lakeside Crossing First Plat, Clay County Missouri** 15719 N. Chestnut, Smithville, Missouri 64089 owned by Gary W. and Lisa L. Duddy.

**Lot 8, Lakeside Crossing First Plat, Clay County Missouri** also known as 2413 NE 157<sup>th</sup> Terrace, Smithville, Missouri 64089 owned by Angela Covey.

**Lot 9, Lakeside Crossing First Plat, Clay County Missouri** (also known as 2411 NE 157<sup>th</sup> Ter. Smithville, Missouri 64089 owned by GPC Fund I (SPV VI) LLC, (hereinafter "GPC") 2121 N. California Blvd, Suite 1010 Walnut Creek, California 94596

**Lot 12, Lakeside Crossing First Plat, Clay County Missouri** also known as 2417 NE 157<sup>th</sup> Terrace, Smithville, Missouri 64089 owned Alan B. and Nicole D. Bibler.

**Lot 14, Lakeside Crossing First Plat, Clay County Missouri** also known as 15726 N. Chestnut Street, Smithville, Missouri 64089 owned by Michael S. and April L. Duncan.

**Lot 24, Lakeside Crossing First Plat, Clay County Missouri** also known as 15705 N. Wabash Street, Smithville, Missouri 64089 owned by Ronald D. Walker and Pamela G. Faulkner.

**Lot 26, Lakeside Crossing First Plat, Clay County Missouri** also known as 15701 N. Wabash Street, Smithville, Missouri 64089 owned by Jack Andrew and Jill Nicole Green.

**Lot 34, Lakeside Crossing First Plat, Clay County Missouri** also known as 2224 NE 158<sup>th</sup> Street, Smithville, Missouri 64089 owned by Russell and Betty Woollums.

**Lot 36, Lakeside Crossing First Plat, Clay County Missouri** also known as 2402 NE 158<sup>th</sup> Street, Smithville, Missouri 64089 owned by the Kevin T. and Regina L. O'Brien Trust.

**Lot 40, Lakeside Crossing First Plat, Clay County Missouri** also known as 15808 N. Chestnut Street, Smithville, Missouri 64089 owned by Pamela C. and Ronald R. Eason Jr.

Whereas the City wishes to announce its intention to either enforce whatever contractual rights it may have to require the owners of the above said lots/property to apply for Voluntary annexation into the City pursuant to §71.012 R.S.Mo. or in the alternative, the City hereby announces its intention to involuntarily annex said lots/property into the City Pursuant to §71.015 R.S.Mo..

Whereas the City wishes to set a public hearing date to consider whether the Board of Aldermen should pass an Ordinance to annex said lots/property pursuant to §71.015 R.S.Mo. into the City limits.

## II. RESOLUTION

Be it resolved by the City of SMITHVILLE Missouri that the City Attorney is directed to pursue any contractual rights the City may have to require the owners of the following land to apply to be voluntarily annexed into the City limits pursuant to §71.012 R.S.Mo.. In the alternative, the City of Smithville Missouri hereby announces its intention to involuntarily annex said following lots/land/property into the City pursuant to §71.015 R.S.Mo.. The lots/land/property at issue are the following.

**Lot 4, Lakeside Crossing First Plat, Clay County Missouri** 15719 N. Chestnut, Smithville, Missouri 64089 owned by Gary W. and Lisa L. Duddy.

**Lot 8, Lakeside Crossing First Plat, Clay County Missouri** also known as 2413 NE 157<sup>th</sup> Terrace, Smithville, Missouri 64089 owned by Angela Covey.

**Lot 9, Lakeside Crossing First Plat, Clay County Missouri** (also known as 2411 NE 157<sup>th</sup> Ter. Smithville, Missouri 64089 owned by GPC Fund I (SPV VI) LLC, (hereinafter "GPC") 2121 N. California Blvd, Suite 1010 Walnut Creek, California 94596

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**Lot 40, Lakeside Crossing First Plat, Clay County Missouri** also known as 15808 N. Chestnut Street, Smithville, Missouri 64089 owned by Pamela C. and Ronald R. Eason Jr.

Pursuant to §71.015 R.S.Mo. the Board of Alderman will hold a public hearing on the 17<sup>th</sup> day of November 2020 concerning whether the City has met its burden under §71.015 R.S.Mo. to involuntarily annex the above property and whether to pass an Ordinance proceeding with the annexation. The City shall make a good faith effort to notify all fee owners of record of the land proposed to be annexed by certified mail between 30 days and 60 days before the hearing date and time. The City shall also publish in a newspaper qualified to publish legal matters at least 2 weeks before the hearing notice of the hearing date and time. In addition to relevant issues and comments from the public, the hearing will address the following issues:

- (a) a listing of major services provided by the city;
- (b) a time schedule for providing those services to the annexed area (must be within three years of the effective date of annexation);
- (c) the tax level;
- (d) proposed zoning for the area to be annexed; and
- (e) the proposed effective date.

**PASSED AND ADOPTED by the Board of Aldermen and APPROVED by the Mayor of the City of Smithville, Missouri, the 6<sup>th</sup> day of October 2020.**

**III. EXECUTION/ADOPTION**

\_\_\_\_\_  
Damien Boley, Mayor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Linda Drummond, City Clerk

CARES ACT FUNDING



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Administration, Finance

**Agenda Item:** Resolution of 840 – Approval of August CARES Expenditures

**Summary:**

This Resolution would approve expenditures on CARES-related expenses for the month of August 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-July 2020 included \$146,120 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 fourth expenditure report to Clay County will include \$43,183.69 of COVID-related expenses incurred between August 1, 2020 and August 31, 2020 for purchases of PPE, cleaning supplies and equipment, technology to facilitate telework, legal fees, and the distribution of funds for the Smithville CARES housing and utility assistance grants. Expenditures are detailed on the attached report, which will be filed with Clay County on or before October 15, 2020.

<b>Impact:</b>	
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
<b>Legislative History:</b> N/A	
<b>Suggested Action:</b> Motion to approve Resolution 840.	
<b>Attachments:</b> <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: <a href="#">October 15 Clay County Report</a>	

**RESOLUTION 840**

**A RESOLUTION APPROVING EXPENDITURES FROM THE CARES ACT STIMULUS FUND IN THE AMOUNT OF \$43,183.69 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 August 1, 2020 and August 31, 2020 totaling \$43,183.69 in the CARES Act Stimulus Fund;

**NOW, THEREFORE, BE IT RESOLVED** that expenditures totaling \$43,183.69 in the CARES Act Stimulus Fund are approved for prior expenses and will be reported to Clay County on or before October 15, 2020.

PASSED THIS 6<sup>th</sup> DAY OF October 2020

\_\_\_\_\_  
Damien Boley, Mayor

ATTEST:

\_\_\_\_\_  
Linda Drummond, City Clerk



	Totals	Total Hrs	Reg Hrs	OT Hrs
Total Expenses	\$ 43,183.69			
Equipment	\$ 13,263.39			
Materials	\$ 2,499.36			
Rentals	\$ -			
Vendor Services	\$ 27,372.50			
Sick & W/C	\$ -			
Payroll Totals	\$ 48.44	0.30	0.30	-

### Tracking for COVID Related Expenses - Equipment

											Total Cost	\$	13,263.39					
Department Name	Account Number	Purchase Date	Purchase Item	Vendor Name	Invoice/Order Date	Invoice/Order #	Qty	Unit Cost	Extended	Shipping	Total Cost		Method of Payment (i.e., PO# or card)	Check/Voice #	Date Paid	Use/Remarks	CAMEL Expenditure Code	
Finance	55-5-01-5120	7/10/2020	HP Probook anti-glare laptop	Amazon	7/10/2020	2328030	3	2,899.99	2,499.97	\$ -	2,499.97	P-Card	23603	8/19/2020	New laptop for staff to work from home	46		
Administration	55-5-01-5120	7/10/2020	HP Probook anti-glare laptop	Amazon	7/10/2020	6082004	5	2,899.99	4,499.95	\$ -	4,499.95	P-Card	23603	8/19/2020	New laptop for staff to work from home	46		
Development	55-5-01-5120	7/21/2020	HP docking station for laptop	Amazon	7/21/2020	6188249	1	92.99	\$ 92.99	\$ -	92.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Development	55-5-01-5120	7/21/2020	Laptop and monitor rise stand	Amazon	7/21/2020	9713004	1	221.95	219.95	\$ -	219.95	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Development	55-5-01-5120	7/21/2020	wireless keyboard and mouse	Amazon	7/21/2020	9713004	1	519.99	\$ 19.99	\$ -	19.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Development	55-5-01-5120	7/21/2020	US 24" monitor	Amazon	7/21/2020	9713004	1	299.99	\$ 99.99	\$ -	99.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Development	55-5-01-5120	7/21/2020	studiohub headset with microphone	Amazon	7/21/2020	9713004	2	234.99	2 69.98	\$ -	69.98	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	7/21/2020	wireless keyboard and mouse	Amazon	7/21/2020	8296238	1	519.99	\$ 19.99	\$ -	19.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	7/21/2020	US 24" monitor	Amazon	7/21/2020	8296238	2	299.99	\$ 199.98	\$ -	199.98	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5130	7/21/2020	HP docking station for laptop	Amazon	7/21/2020	1597054	1	92.99	\$ 92.99	\$ -	92.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	7/21/2020	studiohub headset with microphone	Amazon	7/21/2020	2152224	1	234.99	\$ 34.99	\$ -	34.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	7/21/2020	3" HDMI Cable for laptop	Amazon	7/21/2020	2152224	1	17.99	\$ 17.99	\$ -	17.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	7/21/2020	US 24" monitor	Amazon	7/21/2020	2152224	2	299.99	2 199.98	\$ -	199.98	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	7/24/2020	HP 17.3" Laptop	Amazon	7/24/2020	4826803	2	847.76	2 1,695.51	\$ -	1,695.51	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5130	7/22/2020	wireless keyboard and mouse	Amazon	7/22/2020	6614827	2	219.99	\$ 39.98	\$ -	39.98	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Development	55-5-01-5120	7/22/2020	HP 17.3" Laptop for Jim W.	Amazon	7/22/2020	0099448	1	847.76	\$ 847.76	\$ -	847.76	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5130	7/24/2020	wireless keyboard and mouse	Amazon	7/24/2020	2708463	1	519.99	\$ 19.99	\$ -	19.99	P-Card	23603	8/19/2020	New equipment for staff to work from home	46		
Administration	55-5-01-5120	8/28/2020	Victory Hand Held Sprayer	Northland Regional Airport	8/18/2020	20200819	1	\$2,590.00	\$ 2,590.00	\$ -	2,590.00	Check	13433	8/21/2020	Cleaning equipment for enforcement district	29		
								\$ -	\$ -	\$ -								
								\$ -	\$ -	\$ -								
								\$ -	\$ -	\$ -								
								\$ -	\$ -	\$ -								
								\$ -	\$ -	\$ -								

Supporting documentation: copies of invoices, purchase orders, checks/wire confirmations, other documents providing additional detail

## Tracking for COVID Related Expenses - Materials

Total Cost: \$ 1,498.34													CAME (Legacy Code)			
Department Name	Account Number	Purchase Date	Purchased Item	Vendor Name	Invoice/Order Date	Invoice/Order #	Qty	Unit Cost	Extended	Shipping	Total Cost	Method of Payment (S, P, PO, Cash)		Check/Write #	Date Paid	Use/Reasoning
Police	55-6-01-5130	7/2/2020	3 ply cotton face mask/customized	lucmasks.com	7/2/2020	41576059	50	\$7.71	\$	385.50	\$0.00	\$ 385.50 P-Cash	25603	8/19/2020	PPF for Police Dept	29
Nat'l. Wkcs.	55-6-01-5130	4/2/20/2020	bagging and covering size 20x30 100 count	Amazon	4/2/20/2020	44851079	1	\$11.08	\$	11.08	\$0.00	\$ 11.08 P-Cash	25603	8/19/2020	new equipment for staff to work from home	41
Police	55-6-01-5130	4/26/2020	Can/ZiplocDisinfectant wipes 180 count	Amazon	4/26/2020	31212676	30	\$34.49	\$	944.90	\$75.00	\$ 424.40 P-Cash	25603	8/19/2020	cleaning supplies for Police Dept	25
Police	55-6-01-5130	4/25/2020	Wall mount for disinfecting wipes	Amazon	4/25/2020	43444605	1	\$26.52	\$	26.52	\$0.00	\$ 26.52 P-Cash	25603	8/19/2020	cleaning supplies for Police Dept	25
Police	55-6-01-5130	7/6/2020	protective face shield/100 pack	Amazon	7/6/2020	74730100	100	\$1.82	\$	181.80	\$0.00	\$ 181.80 P-Cash	25603	8/19/2020	PPF for Police Dept	29
Police	55-6-01-5130	7/6/2020	3 ply disposable face mask/50 pack	Amazon	7/6/2020	1205448	6	\$18.99	\$	113.94	\$0.00	\$ 113.94 P-Cash	25603	8/19/2020	PPF for Police Dept	29
Police	55-6-01-5130	7/6/2020	disinfectant cotton face masks	amazon	7/6/2020	400776020	50	\$6.35	\$	316.75	\$14.00	\$ 156.67 P-Cash	25603	8/19/2020	PPF for Police Dept	29
Administration	55-6-01-5419	7/6/2020	3 ply 40 cotton face mask/100 pack	amazon-usa.com	7/6/2020	338860113	100	\$40.00	\$	400.00	\$0.00	\$ 400.00 P-Cash	25603	8/19/2020	PPF for staff	29
Public Works	55-6-01-5130	7/10/2020	disposable face shield/face protection gelator	Norwester Survival Supply	7/10/2020	525054	2	\$7.99	\$	15.98	\$0.00	\$ 15.98 P-Cash	25603	8/19/2020	PPF for staff	29
Administration	55-6-01-5130	7/10/2020	bagging and tablet disinfecting bag	Amazon	7/10/2020	91176726	6	\$21.88	\$	131.12	\$0.00	\$ 131.12 P-Cash	25603	8/19/2020	New bagging carrier for staff to work from home	41
Administration	55-6-01-5130	7/10/2020	bagging storage cabinet	Amazon	7/10/2020	9127836	1	\$133.88	\$	133.88	\$0.00	\$ 133.88 P-Cash	25603	8/19/2020	bagging storage cabinet	41
Administration	55-6-01-5130	7/10/2020	face shield	Amazon	7/10/2020	4481556	1	\$16.99	\$	16.99	\$0.00	\$ 16.99 P-Cash	25603	8/19/2020	PPF for staff	29
Administration	55-6-01-5130	7/10/2020	bagging case shoulder bag	Amazon	7/10/2020	8646703	1	\$16.00	\$	16.00	\$0.00	\$ 16.00 P-Cash	25603	8/19/2020	New bagging carrier for staff to work from home	41
Administration	55-6-01-5130	7/10/2020	bagging charger	Amazon	7/10/2020	8646703	1	\$13.99	\$	13.99	\$0.00	\$ 13.99 P-Cash	25603	8/19/2020	new equipment for staff to work from home	41
Administration	55-6-01-5130	7/24/2020	bagging case shoulder bag	Amazon	7/24/2020	27514483	1	\$16.00	\$	16.00	\$0.00	\$ 16.00 P-Cash	25603	8/19/2020	New bagging carrier for staff to work from home	41
Administration	55-6-01-5130	8/6/2020	Clorox disinfecting wipes 75 count	Dall	8/6/2020	06793020	4	\$5.79	\$	23.16	\$0.00	\$ 23.16 check	25640	8/26/2020	cleaning supplies for Admin. Dept.	25
Administration	55-6-01-5130	8/10/2020	3 ply cotton face mask	Dall	8/10/2020	06813020	2	\$11.45	\$	22.91	\$0.00	\$ 22.91 check	25640	8/26/2020	PPF for staff	29
Administration	55-6-01-5130	8/10/2020	Ziploc Wipes (for lobby tables)	Dall	8/10/2020	06813020	2	\$7.66	\$	15.32	\$0.00	\$ 15.32 check	25640	8/26/2020	cleaning supplies for Admin. Dept.	25
									\$	\$						

Supportive documentation: copies of invoices, purchase orders, checks/wire confirmations, other documents providing additional detail



Ttl Reg	-	Total Reg	\$ -
Ttl OT	-	Total OT	\$ -
		Grand Total	\$ -

Ttl Reg	-	Total Reg	\$ -
Ttl OT	-	Total OT	\$ -
		Grand Total	\$ -

Ttl Reg	-	Total Reg	\$ -
Ttl OT	-	Total OT	\$ -
		Grand Total	\$ -

APPOINTMENT



# City of Smithville

**Meeting Date:** October 6, 2020

**Department:** Administration

**Agenda Item:** Appointment of Economic Development Committee Member

**Summary:**

The Board of Aldermen appoints members to the Economic Development Committee. This appointment replaces Dan Ulledahl's vacant position with applicant Garold Elstrom.

**Purpose:**

Section 155.100 of the Code of Ordinances requires the Board of Aldermen to appoint representative to the Economic Development Committee.

When Dan Ulledahl was elected to the Board of Aldermen, he vacated his citizen spot on the committee. He was later named the Board representative on the committee, still leaving his prior position empty. Garold Elstrom applied for the vacancy in July 2020 and will bring broad experience to the committee.

Additionally, Brian Hove's appointment expires in October 2020. He has decided not to reapply based on personal obligations. This will create a new vacant position on the EDC. The application can be found at <https://smithvillemo.municipalcms.com/volunteerapplication.aspx>.

**Impact**

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

**Legislative History:**

None.

**Suggested Action:**

The Board should make a nomination and vote.

**Attachments:**

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



**Garold  
Elston**

661-816 [redacted]

[redacted]@gmail.com

Smithville, MO, 64089

## SUMMARY

Personable and dedicated individual with extensive experience in the Hospitality, Healthcare and Food Service industry. Solid team player with upbeat, positive attitude and proven skills in establishing rapport with clients. Motivated to maintain customer satisfaction and contribute to company success. Specialize in quality, speed and process optimization. Articulate, enthusiastic and results-oriented with demonstrated passion for building relationships, cultivating partnerships and educating people in Health related matters.

## SKILLS

- Leadership training
- Operations oversight
- Policy/program development
- Supervision and training
- Cross-functional team management

## EXPERIENCE

### Director of Operations

Smithville, MO

Collaborative For Neighborhood Transformation / Jan 2018 to Current

- Directed training improvements to reduce knowledge gaps.
- Worked closely with other stakeholders to immediately address issues and implement effective solutions.
- Motivated and supported volunteer field workers completing work to increase work quality and efficiency.
- Coordinated referrals to community services by advocating for individual needs and addressing roadblocks.
- Presented talks at community groups to promote health education training.
- Developed and incorporated community-based programs to meet various needs and monitored each program's effectiveness.
- Produced and updated organizational records and reports, including organizing budgets and documentation.
- Led health community workers and members of the public about the importance of health, prevention and treatment.

### President

Smithville, MO

Salvaged Lives/ Jan 2009 to Current

- Participated in networking events to establish and cement community ties, B2B relationships and industry connections.
- Offered business management and leadership skills to clients in Non Profit sector and Religious sectors
- Engaged professionally with other Non Profit leaders and customers to build rapport and nurture relationships.
- Promoted professional skill development in Health Awareness
- Created effective 12 month business plans to focus strategic decisions on exceeding long-term objectives.
- Developed and supervised volunteers by providing orientation, training, support and

direction.

- Contributed to community-focused public relations.

### **Field Service Technician**

Los Angeles, CA

Ecolab/ Jan 1999 to Jan 2020

- Provided excellent service and attention to customers when face-to-face or through phone conversations.
- Handled telephone support calls from customers to determine issues and provide effective solutions.
- Mentored and trained newly hired employees to explain processes, flow and safety procedures.
- Collaborated with Health Department and on sanitation and safety concerns in Restaurants, Hotels, Food Processing, Healthcare.
- Performed monthly preventive service maintenance at locations to ensure facilities were able to pass Health Inspections.

### **Field Operations Manager**

Los Angeles, CA

Ecolab/ May 1989 to Jan 1999

- Lead a team of 18 Service Specialists responsible for day and night route management while ensuring service excellence and compliance with applicable regulations / laws
- Effectively selected, trained, developed and coached service specialists with emphasis on customer retention, growing existing account add-on sales, and maintaining a high level of customer satisfaction
- Took an active role in hiring, assessing, and developing associates to become the next leaders at Ecolab
- Ensured my team of service specialists achieved their financial and service delivery goals
- Pursued sales and new business opportunities
- Coordinated initial services and maintained inventory and performed QA visits
- Built and maintained customer relationships within the Healthcare, Hospitality and Food Service Marketplace.

## **EDUCATION AND TRAINING**

### **Master of Theology: Christian Counseling**

Summit Bible College Jun 2013

Bakersfield, CA

- Magna cum laude graduate
- 3.9 GPA

### **Bachelor of Theology: General Studies**

Summit Bible College Jun 2013

Bakersfield, CA

### **Some College (No Degree): Certificate in Entomology**

Purdue University - North Central

Westville, IN

Email: @neighborhoodtransformation.net

Phone: 661-816-

Bio: Rev. Garold Elston MTh is the Co-Director for the Collaborative for Neighborhood Transformation. Garold oversees work being done throughout the U.S. Canada and Europe and his role is to train, coach and network with City Catalysts, Churches and NGOs to be involved in transformation by knowing their neighbors and creating community. Garold received his Masters of Theology from SBC in California and has over 28 years of experience providing training, coaching, mentoring, communicating and education in the Healthcare and Hospitality Industry as well as the Non Profit sector.

Full Resume: Garold is currently the Director of Salvaged Lives an NGO who's mission is to reach out to the people in small, poverty-ridden communities and empower them to better themselves by using the local assets they have available to them. In addition to being the Director of Salvaged Lives he is the Director for the Collaborative for Neighborhood Transformation. Garold oversees work being done throughout the U.S. and his role is to train, coach and network with City Catalysts, Churches and NGOs to be involved in transformation by knowing their neighbors and creating community. Garold pursued his degrees while working for Ecolab for over 23 years in Los Angeles, Calif. Thru his years at Ecolab Garold worked in Sales, Service and Managerial roles in the Pacific Region. Prior to his employment at Ecolab he graduated high school in 1984 and enlisted and served in the United States Navy as a Ship Serviceman onboard the now retired ship the USS Okinawa. He also volunteers at High Definition Church as Associate Pastor and also serves as a management team Board Chair for a church plant thru the Stadia church-planting network. He has been married to his wife Linda for 30 years and has two children Christian and Ashley.

