



City of Smithville, Missouri
Board of Aldermen – Regular Session Agenda
Tuesday, May 2, 2023
City Hall Council Chambers and Via Videoconference

Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the City's FaceBook page.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86976220940>

Meeting ID: 869 7622 0940

Passcode: **696119**

1. Call to Order
2. Pledge of Allegiance
3. Proclamations
 - May - Older American's Month
 - National Police Week May 15-21
4. Consent Agenda
 - Minutes
 - April 18, 2023 Board of Aldermen Work Session Minutes
 - April 18, 2023 Board of Aldermen First Regular Session Minutes
 - April 18, 2023 Board of Aldermen Second Regular Session Minutes
 - **Resolution 1219, Acknowledge Emergency Purchase**
A Resolution acknowledging the emergency purchase of replacement ultra-violet (UV) light sleeves at the wastewater treatment plant from Trojan Technologies in the amount of \$9,664.
 - **Resolution 1220, Leak Adjustment**
A Resolution approving the leak adjustment in the amount of \$960.36 utility billing customer Mitch McGuire for his December bill.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports
 - Economic Development Committee
6. City Administrator's Report

ORDINANCES & RESOLUTIONS

7. **Bill No. 2992-23, Amending the Conceptual Plan – Fairview Crossing – 2nd Reading**
An Ordinance amending the existing conceptual plan of Fairview Crossing to address powerline easement encroachments and changes to the original plan. 2nd reading by title only.

8. **Bill No. 2993-23, FY2023 Budget Amendment No. 4 – Emergency Ordinance
Sponsored by Mayor Boley – 1st and 2nd Reading**
An Ordinance amending the FY2023 Budget to add \$240,000 to the expenditure budget. 1st and 2nd reading by title only.
9. **Bill No. 2994-23, Repealing and Replacing Section 200 Collective Bargaining – 1st Reading**
An Ordinance repealing Ordinance Section 200 regarding provisions for collective bargaining with law enforcement personnel. 1st reading by title only.
10. **Resolution 1221, Bid Award No. 23-05– Quincy Boulevard Waterline, Sidewalk & Mill & Overlay**
A Resolution awarding Bid No. 23-05 to Amino Brothers Company to complete improvements on Quincy Boulevard from Hawthorne to Pine Street in the amount not to exceed \$1,470,000 and a force account of approximately \$100,000.
11. **Resolution 1222, Preliminary Plat – Fairview Crossing**
A Resolution approving the preliminary plat for Fairview Crossing.
12. **Resolution 1223, Public Water Supply District #8 Easement**
A Resolution approving the assignment of an easement to Public Water Supply District (PWSD) #8.
13. **Resolution 1224, Replacement and Repairs of Check Valves and Isolation Valves**
A Resolution authorizing Mid-America Pump to complete the repairs and replacement of the check valves and isolation valves at the water treatment plant in the amount of \$16,732.14.
14. **Resolution 1225, Wayfinding Sign Guidelines**
A Resolution adopting the Wayfinding Signage and Design Guidelines package designed by KMA Design.

OTHER MATTERS BEFORE THE BOARD

15. **Public Comment**
Pursuant to the public comment policy, a request must be submitted to the City Clerk prior to the meeting. When recognized, please state your name, address and topic before speaking. Each speaker is limited to three (3) minutes.
16. **Appointment**
The Mayor will nominate an appointment to the Planning and Zoning Commission and the Board will vote:
 - John Chevalier
17. **Appointment**
The Mayor will nominate an appointment to the Economic Development Committee and the Board will vote:
 - Kristine Bunch
18. **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.
19. **Adjourn**





Proclamation May is Older Americans Month 2023

Whereas, the City of Smithville includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, the City of Smithville recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

Whereas, the City of Smithville can work to build an even better community for our older residents by:

- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

Now, therefore, I, Damien Boley Mayor of the City of Smithville do hereby proclaim May 2023 to be Older Americans Month. I urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Dated this 2nd day of May 2023



By _____
Damien Boley, Mayor



PROCLAMATION

To designate May 15-21, 2023, as National Police Week

WHEREAS, we recognize and honor the selfless and heroic service provided by the men and women of the City of Smithville Police Department; and

WHEREAS, we rely on law enforcement officers and community service aides to keep out neighborhoods safe, enforce our laws, and respond in times of crisis; and

WHEREAS, everyday law enforcement officers throughout the nation face the threat of violence and danger, routinely putting their lives in jeopardy to defend others, putting themselves at risk of injury, disability, or even death; and

WHEREAS, these men and women by their distinctive service and dedicated efforts as law enforcement officers and community service aides, have earned our highest respect and deepest gratitude; and

WHEREAS, the City of Smithville extends appreciation to our own Police Chief Jason Lockridge, Captain Tony Roetman and to all the City of Smithville Detectives, Sergeants and Officers for the vital services they perform and their exemplary dedication to the community they serve.

NOW THEREFORE, BE IT RESOLVED, I, Damien Boley, Mayor of the City of Smithville, further call upon all citizens to observe the week of May 15-21, 2023, as National Police Week and to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities and their invaluable contributions in upholding justice, enforcing the rule of law, and protecting the innocent have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of May 2023 in the City of Smithville, Missouri.

Damien Boley, Mayor
City of Smithville, Missouri



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT:

Administration/Finance/Public Works

AGENDA ITEM: Consent Agenda

REQUESTED BOARD ACTION:

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

- **Minutes**
 - April 18, 2023 Board of Aldermen Work Session Minutes
 - April 18, 2023 Board of Aldermen First Regular Session Minutes
 - April 18, 2023 Board of Aldermen Second Regular Session Minutes
- **Resolution 1219, Acknowledge Emergency Purchase**

A Resolution acknowledging the emergency purchase of replacement ultra-violet (UV) light sleeves at the Wastewater Plant from Trojan Technologies in the amount of \$9,664.
- **Resolution 1220, Leak Adjustment**

A Resolution approving the leak adjustment in the amount of \$960.36 utility billing customer Mitch McGuire for his December bill.

SUMMARY:

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

PREVIOUS ACTION:

N/A

POLICY ISSUE:

N/A

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

SMITHVILLE BOARD OF ALDERMEN

WORK SESSION

April 18, 2023, 6:30 p.m.

City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:28 p.m. A quorum of the Board was present: Leeah Shipley, John Chevalier, Ronald Russell, Marv Atkins, Dan Ulledahl and Dan Hartman.

Staff present: Cynthia Wagner, Gina Pate, Chief Jason Lockridge, Chuck Soules, Matt Denton, Stephen Larson and Linda Drummond.

2. FY2022 Audit Review Presentation

Harold Ray of CliftonAllenLarson, presented the findings and results of the FY2022 independent audit and the financial health and fiscal status of the City.

Internal Control Communications

- Material Weaknesses—deficiencies in internal control such that there is a reasonable possibility that a material misstatement would not be prevented or detected and corrected on a timely basis
 - 2022-001 Financial Reporting
 - 2022-002 Identification of Audit Adjusting Entries
- Compliance and Other Matter
 - 2022-003 Expenditures Exceeding Budgeted Amounts

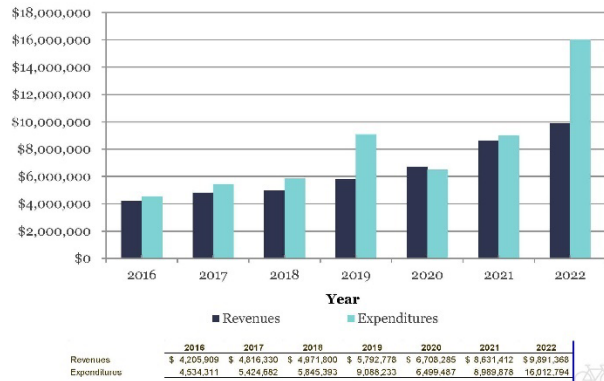
Cynthia noted that the issuance of debt for an economic development project is new for the City. She also noted that through the debt issuance process, everyone was informed that the MarketPlace would have an impact on the audit.

Single Audit Results

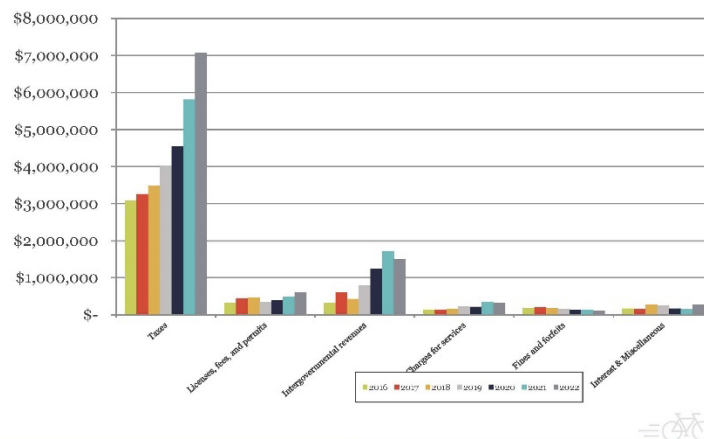
- Audit required by Uniform Guidance over federal funding
- Total Federal Expenditures -\$2,135,528
- Major Program Tested:
 - COVID-19 Coronavirus State and Local Fiscal Recovery Funds (ARPA)
- Significant Deficiency in Internal Control over Compliance
 - 2022-004 -Documentation of Suspension and Debarment Checks

Financial Results

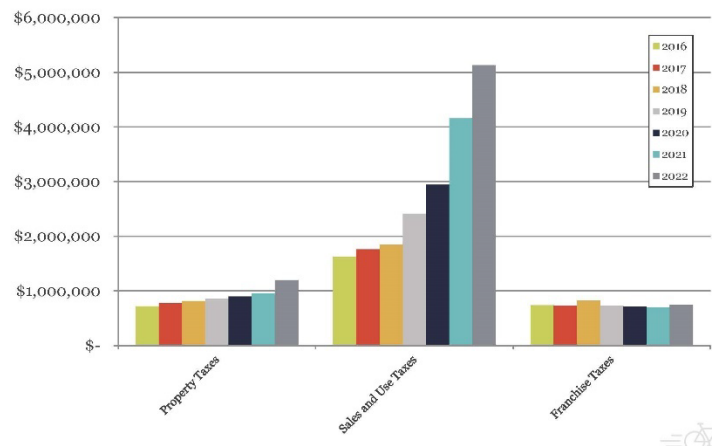
All Governmental Funds – Revenues and Expenditures



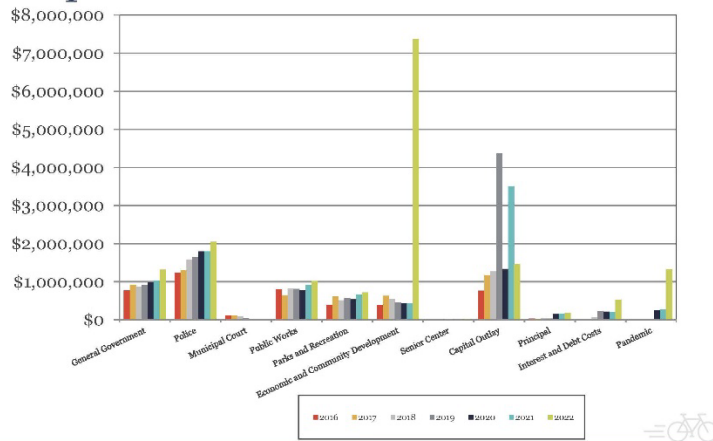
All Governmental Funds – Revenue Sources



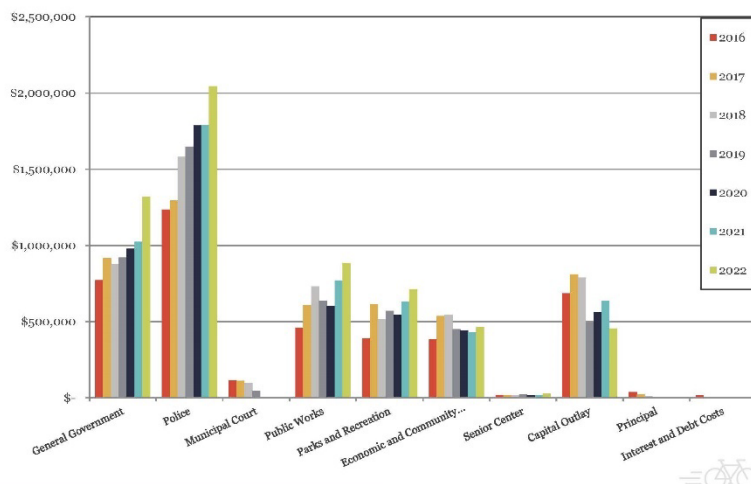
All Governmental Funds – Tax Revenues



All Governmental Funds – Expenditures



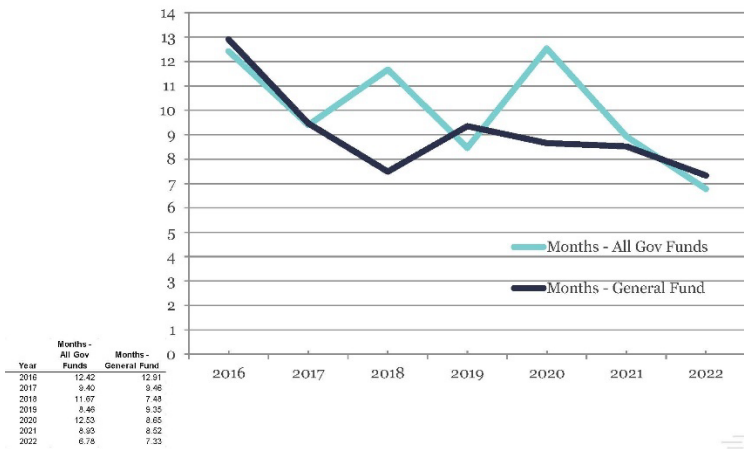
General Fund – Expenditures



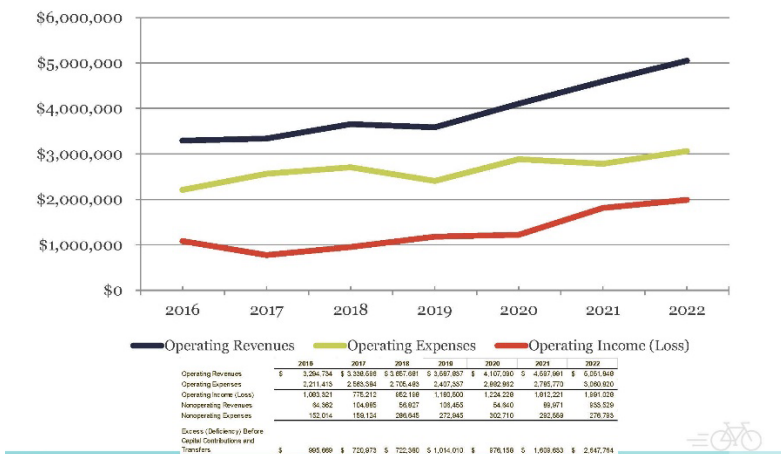
General Fund – Total Revenues and Expenditures



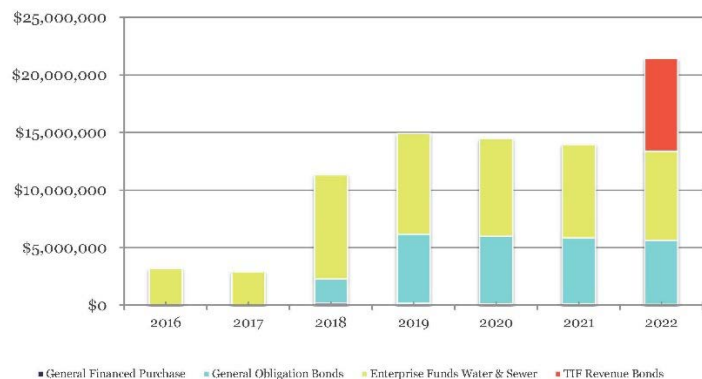
Months Expenditures in Fund Balance



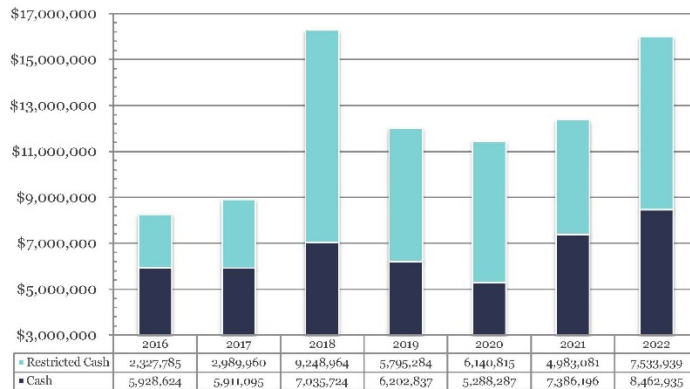
Water and Sewer Fund Historical Trends



City Debt



City Cash Position



Alderman Russell asked if the two items on the FY2021 audit were rectified in FY2022.

Harold said that the financial reporting will always be there unless the City contracts it out and that would be an additional cost. He noted that most cities of Smithville's size have the same issue. The audit adjustments were improved.

3. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the Work Session adjourned at 6:45 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor

**SMITHVILLE BOARD OF ALDERMEN
REGULAR SESSION**

April 18, 2023, 7:00 p.m. 1st Meeting
City Hall Council Chambers

1. Call to Order

Mayor Boley, present, called the meeting to order at 6:59 p.m.

A quorum of the Board was present: John Chevalier, Dan Ulledahl, Leeah Shipley, Dan Hartman, Ronald Russell and Marv Atkins.

Staff present: Cynthia Wagner, Chief Jason Lockridge, Chuck Soules, Gina Pate, Matt Denton Jack Hendrix, Stephen Larson, Linda Drummond and City Attorney John Reddoch.

2. Pledge of Allegiance led by Mayor Boley

3. Consent Agenda

- **Minutes**

- April 3, 2023 Board of Aldermen Special Session Minutes
- April 3, 2023 Board of Alderman Regular Session Minutes

- **Finance Report**

- Financial Reports for March 2023

No discussion.

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

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

ORDINANCES & RESOLUTIONS

4. Bill No. 2990-23, Declaring the April 4, 2023 Election Results for a 3% Recreational Marijuana Sales Tax – Emergency Ordinance Sponsored by Mayor Boley – 1st and 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2990-23, officially declaring the results of the three percent Recreational Marijuana Sales Tax from the April 4, 2023 Municipal election. The results of the election are certified by the Clay and Platte County Election Boards first reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the amendment to Bill No. 2990-23 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2990-23, officially declaring the results of the three percent Recreational Marijuana Sales Tax from the April 4, 2023 Municipal election. The results of the election are certified by the Clay and Platte County Election Boards second reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2990-23 approved.

5. Bill No. 2991-23, Authorizing the City to Impose a 3% Recreational Marijuana Sales Tax - Emergency Ordinance Sponsored by Mayor Boley -1st & 2nd Readings

Alderman Ulledahl moved to approve Bill No. 2991-23, authorizing the City to impose a Recreational Marijuana Sales Tax in the amount of three percent for general revenue purposes first reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2991-23 approved first reading.

Alderman Ulledahl moved to approve Bill No. 2991-23, authorizing the City to impose a Recreational Marijuana Sales Tax in the amount of three percent for general revenue purposes second reading by title only. Alderman Russell seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2991-23 approved.

6. Resolution 1213, Certify the April 4, 2023 Election Results

Alderman Ulledahl moved to approve Resolution 1213, certifying the results of the April 4, 2023 Municipal Election held in the City of Smithville, Missouri. Alderman Atkins seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1213 approved.

7. Adjournment Sine Die (end of legislative session)

Alderman Ulledahl moved to adjourn the meeting Sine Die. Alderman Russell seconded the motion.

Ayes – 5, No – 1 (Alderman Chevalier), motion carries. Mayor Boley declared this portion of the meeting adjourned Sine Die at 7:07 p.m.

8. Oath of Office for Newly Elected Officials

City Clerk, Linda Drummond, administered the oath of office to the newly elected officials: Alderman Daniel Hartman, Ward I, Alderman Melissa Wilson, Ward II and Leeah Shipley, Alderman Ward III.



*Figure 1 Swearing in Dan Hartman
Alderman Ward I*



*Figure 2 Swearing in Melissa Wilson
Alderman Ward II*



*Figure 1 Swearing in Leeah Shipley
Alderman Ward III*

9. Reception for Outgoing Elected Official and Newly Elected Officials

A brief reception was held with refreshments to thank the elected officials. Alderman Chevalier was presented a Proclamation for his six years of service, April 19 was proclaimed “Old Rock Road Day” in his honor and he was given a Key to the City.



Linda Drummond, City Clerk

Damien Boley, Mayor

SMITHVILLE BOARD OF ALDERMEN REGULAR SESSION

April 18, 2023 Following the First Meeting
City Hall Council Chambers and Via Videoconference

1. Call to Order

Mayor Boley, present, called the meeting to order at 7:21 p.m. following the first Regular Session. A quorum of the Board was present: Melissa Wilson, Leeah Shipley, Marv Atkins, Ronald Russell, Dan Ulledahl and Dan Hartman.

Staff present: Cynthia Wagner, Gina Pate, Chuck Soules, Chief Lockridge, Stephen Larson, Jack Hendrix, Matt Denton, Linda Drummond and City Attorney, John Reddoch.

2. Board of Aldermen Orientation

Mayor Boley asked that this item be added to the agenda. He noted that the new Board members are the first to run for a four-year term. He explained that this is a Board of Aldermen meeting and that the Board are the ones who are here to discuss and vote on the items. He explained that the work sessions are for discussion and the regular sessions are for voting. If they wish to add items to the agenda, please reach out to himself or Cynthia. He explained that he very rarely votes on the items. It occurs only if there is a tie. The meeting packets are emailed out to the Board on Thursdays and placed on the City website prior to the Tuesday meetings. The Mayor receives a stipend of \$300 a month and the Aldermen receive a stipend of \$150. Mayor Boley encouraged the Aldermen to contact Cynthia or him if they had any questions.

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

Alderman Ulledahl moved to adjourn to Executive Session Pursuant to Section 610.021(1) RSMo. Alderman Atkins seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared the meeting adjourned to Executive Session Pursuant to Section 610.021(1)RSMo at 7:25 p.m.

4. Reconvened

Mayor Boley called the Regular Session reconvened at 8:20 p.m.

REPORTS FROM OFFICERS AND STANDING COMMITTEES

5. Committee Reports

Alderman Wilson reported on the April 11 Planning and Zoning Commission meeting. To date there have been seven single-family permits that have a \$2 million estimated value. Commercial construction continues.

Mayor Boley added that they discussed and approved a couple of items that are on the agenda this evening.

6. City Administrator's Report

Cynthia Wagner, City Administrator, noted that the information relating to questions brought to the Board's attention at the last meeting is in the City Administrator's report in the packet.

Cynthia noted that she has scheduled a City tour for the Board of Aldermen on Thursday at 1:00 p.m. The tour is posted and will begin at the Parks and Recreation Department.

ORDINANCES & RESOLUTIONS

7. Bill No. 2985-23, Condemnation of Property – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2985-23, condemning certain lands for the purpose of constructing and maintaining a sewer line. 2nd reading by title only. Alderman Hartman seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2985-23 approved.

8. Bill No. 2986-23, TAP Grant for Second Creek Sidewalk – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2986-23, authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Transportation Alternatives Program Grant for the Second Creek Sidewalk. 2nd reading by title only. Alderman Wilson seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2986-23 approved.

9. Bill No. 2987-23, STGB Grant for Bridge Street Roundabout – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2987-23 authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Surface Transportation Block Grant Program for Bridge Street Roundabout. 2nd reading by title only. Alderman Atkins seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2987-23 approved.

10. Bill No. 2988-23, TAP Grant for Improvement to Riverwalk Park – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2988-23, authorizing and directing the Mayor to execute an agreement with Missouri Highways and Transportation Commission for the Transportation Alternatives Program Grant for Riverwalk Park. 2nd reading by title only. Alderman Hartman the motion.

No discussion.

Upon roll call vote:

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

Ayes – 5, Noes – 1, motion carries. Mayor Boley declared Bill No. 2988-23 approved.

11. Bill No. 2989-23, Condemnation of Property – 2nd Reading

Alderman Ulledahl moved to approve Bill No. 2989-23, condemning certain lands for the purpose of constructing and maintaining a sewer line. 2nd reading by title only. Alderman Wilson seconded the motion.

No discussion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2989-23 approved.

12. Bill No. 2992-23, Amending the Conceptual Plan – Fairview Crossing – 1st Reading

Alderman Ulledahl moved to approve Bill No. 2992-23, amending the existing conceptual plan of Fairview Crossing to address powerline easement encroachments and changes to the original plan. 1st reading by title only. Alderman Hartman seconded the motion.

Upon roll call vote:

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Bill No. 2992-23 approved first reading.

13. Resolution 1214, Single Phase Final Plat – Woodland West

Alderman Ulledahl moved to approve Resolution 1214, approving the single-phase final plat for Woodland West subdivision. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1214 approved.

14. Resolution 1215, Manhole Rehabilitation

Alderman Ulledahl moved to approve Resolution 1215, awarding the bid to Menke Excavating to rehabilitate a manhole on Maple Lane in the amount of \$28,000. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1215 approved.

15. Resolution 1216, Bidding and Construction Services

Alderman Ulledahl moved to approve Resolution 1216, authorizing part two, bidding and construction services for Authorization No. 96, Streetscape III, with HDR Engineering in the amount of \$65,220. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1216 approved.

16. Resolution 1217, Leak Adjustment

Alderman Ulledahl moved to approve Resolution 1217, approving a water and wastewater leak adjustment request for Jason Farmer in the amount of \$2,338.52 for his February utility bill. Alderman Hartman seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1217 approved.

17. Resolution 1218, Preferred Vendor for Water Treatment Production Chemicals

Alderman Ulledahl moved to approve Resolution 1218 approving Chem-Sult as the approved vendor for water production chemicals. Alderman Russell seconded the motion.

No discussion.

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared Resolution 1218 approved.

OTHER MATTERS BEFORE THE BOARD

18. Public Comment

Dawn Reffett, 104 Owens Avenue, spoke to the Board at the April 3 meeting concerning the flooding and stormwater in her backyard. She came before the Board this evening with pictures so they could see what she was talking about. Ms. Reffett explained again how she was not able to enjoy her backyard.

Roberta Lowman, 16251 Lowman Road, asked if she could see the blueprints for the Second Creek sidewalk project.

Staff explained that the funding agreement was approved tonight, and the plans have not been started yet.

She asked where the sidewalk would be located.

Chuck Soules, Public Works Director, explained that the sidewalk will be located on the north side of Second Creek. The plans will be completed next year, and the project is scheduled for construction in 2026.

Ms. Lowman asked the Board how much the City pays for residential trash.

Mayor Boley explained that the account for GFI is just a pass-through account, there is no upcharge for it.

Ms. Lowman asked what the policy is for a non-emergency water leak. She explained that the day the contractor was repairing the leak at Second Creek and Lowman Road she was not notified and was in the middle of doing laundry.

Staff explained that it was put on social media.

Ms. Lowman explained that she does not do social media and would like to be notified in the future with a door hanger.

Mayor Boley explained to Ms. Lowman that she was at the meeting when the Board approved the repair, and it was noted at that meeting when the repair would take place.

19. Election of Mayor Pro Tem

Alderman Hartman nominated Alderman Atkins for Mayor Pro Tem. Alderman Ulledahl seconded the nomination. No other nominees.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Atkins as Mayor Pro Tem.

20. Election of Planning Commission Representative

Alderman Hartman nominated Alderman Wilson for Planning Commission Representative. Alderman Atkins seconded the nomination. No other nominees.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Wilson as Planning Commission Representative.

21. Election of Economic Development Committee Representative

Alderman Shipley nominated Alderman Hartman for Economic Development Committee Representative. Alderman Atkins seconded the nomination. No other nominees.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Hartman as Economic Development Committee Representative.

22. Election of the Parks and Recreation Committee Representative

Alderman Hartman nominated Alderman Shipley for Parks and Recreation Committee.
Alderman Ulledahl seconded the nomination. No other nominees.

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Shipley as Parks and Recreation Committee Representative.

23. Appointments

Mayor Boley nominated the appointments to the Finance Committee:

Alderman Shipley

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Shipley the Finance Committee representative.

Alderman Wilson

By roll call vote.

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

Ayes – 5, Noes – 0, Abstained – 1, motion carries. The Mayor declared Alderman Wilson the Finance Committee representative.

April Haddock – Citizen Representative

By roll call vote.

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared April Haddock the Finance Committee citizen representative.

24. Appointment

The Mayor will nominate an appointment to the Clay County Extension Council and the Board will vote:

Erika Winston

By roll call vote.

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

Ayes – 6, Noes – 0, motion carries. The Mayor declared Erika Winston the Clay County Extension Council representative.

25. New Business from the Floor

None.

26. Adjourn

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

Ayes – 6, Noes – 0, motion carries. Mayor Boley declared the regular session adjourned at 8:42 p.m.

Linda Drummond, City Clerk

Damien Boley, Mayor



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1219, acknowledging the emergency purchase of replacement UV light sleeves at the wastewater treatment plant.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1219, acknowledging the emergency purchase of replacement ultra-violet (UV) light sleeves at the wastewater treatment plant from Trojan Technologies in the amount of \$9,664.

SUMMARY:

The Purchasing Policy outlines the spending authority of the City Administrator at \$7,500. From time to time, it is necessary for the Administrator to authorize purchases exceeding that authority in order to address an immediate need. When this occurs, the Board is notified of the emergency need and that the Administrator has authorized the necessary purchase.

To this end, authorization of an emergency purchase in the amount of \$8,739 is included in the attached resolution. This purchase was approved by the City Administrator to expedite purchase ultraviolet (UV) light sleeves.

The City uses Ultraviolet light at the wastewater treatment plant to disinfect the effluent prior to discharging into the receiving stream. The use of UV light is a disinfection method used for destroying disease-causing organisms in wastewater effluent. The UV light destroys the genetic material of microorganisms which prevents them from reproducing.

The UV light bulbs are protected with plastic sleeves. The intensity of the lights has caused the sleeves to turn yellow, thus filtering the UV light reducing the penetration of the light thus reducing the efficiency of the disinfection process. When this happens, the plant's e-coli readings increase and are exceeding the plant's permit limits so the sleeves need to be replaced.

PREVIOUS ACTION: none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

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

ATTACHMENTS:☐ Ordinance☒ Resolution☐ Staff Report☒ Other: Quote☐ Contract☐ Plans☐ Minutes

RESOLUTION 1219

A RESOLUTION AUTHORIZING THE PURCHASE OF ULTRA-VIOLET LIGHT SLEEVES AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City Administrator's purchasing authority is \$7,500, however in emergency situations, the City Administrator is authorized to make purchases that exceed that amount in order to expedite repairs or purchases for city needs; and

WHEREAS, the City of Smithville operates a wastewater treatment plant to treat the City's sanitary sewage; and

WHEREAS, ultraviolet (UV) light is used to disinfect the effluent prior to discharge into the receiving stream; and

WHEREAS, the UV bulbs are protected by plastic sleeves; and

WHEREAS, the sleeves at the wastewater treatment plant have yellowed from use and are filtering the UV light limiting the effectiveness of the system and not providing the disinfection needed to meet the City's discharge limits necessitating replacement.

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

THAT the Board authorizes the purchase of the UV light sleeves in the amount of \$9,664 from sole source vendor Trojan Technologies.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION
QO0005061

Sold to
CITY OF SMITHVILLE
107 West Main Street
Smithville MO 64089-9384
UNITED STATES

Ship to
CITY OF SMITHVILLE
107 West Main Street
Smithville MO 64089-9384
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com

Payment Terms : 0% / 00 / 30 net

Delivery Terms :

Carrier/LSP :

Internal Sales Rep : Erin Johnson

Customer No. : 100004650

Reference :

Quote Date : 04-14-2023

Quote Expiry Date : 05-14-2023

DALTON 816-772-5476
utilities@smithvillemo.org

Line	Project Item Description	Quantity	Price Discount %		Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	316136 SLEEVE, QTZ UV3+ 28x25x1958	64.00	151.00/	EA	151.00 9,664.00	0.00% 0.00	9,664.00
20	FREIGHT FREIGHT & HANDLING	1.00	/	EA	0.00 0.00	0.00% 0.00	0.00
		Goods	9,664.00	Discount	0.00	Tax Amount	Total USD
		Costs	0.00	Subtotal	9,664.00	0.00	9,664.00



TROJAN TECHNOLOGIES
3020 GORE ROAD
LONDON, ON N5V 4T7
CANADA
T. 519-457-3400
www.trojantechnologies.com

QUOTATION
QO0005061

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions





Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1220, A Resolution Approving A Water Leak Adjustment Request

REQUESTED BOARD ACTION:

Motion to approve Resolution 1220, approving a water and wastewater leak adjustment request.

SUMMARY:

The City has received notice from Mitch McGuire, a residential utility billing customer, of a repaired water leak and his request for a water leak adjustment. All requirements set forth in Ordinance 2989-18 have been met.

On or about December 28, 2022, the Utilities Department obtained electronic reads of water usage for the month of December. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the December billing cycle, Mitch McGuire had started the cycle with a read of 882 and finished the December cycle with a read of 1,082, which resulted in consumption of 20,000 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Mitch McGuire has provided proof of repair/maintenance of the service line leak which caused the high usage during the December billing cycle.

Following the month of the January billing cycle, Mitch McGuire had started the cycle with a read of 1,082 and finished the January cycle with a read of 1,882, which resulted in consumption of 80,000 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Mitch McGuire has provided proof of repair/maintenance of the service line leak which caused the high usage during the January billing cycle.

If approved, the leak adjustment would issue a credit of \$960.36 to Mitch McGuire's utility account.

PREVIOUS ACTION:

The Board has approved previous leak adjustments in this fiscal year when conditions have been met.

POLICY OBJECTIVE:

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

FINANCIAL CONSIDERATIONS:

Reduce utility revenues by \$960.36.

ATTACHMENTS:

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



RESOLUTION 1220

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST

WHEREAS, the City approved Ordinance No. 2989-18 amending Section 705.110 of the Code of Ordinances on February 6, 2018; and,

WHEREAS, Mitch McGuire, a residential utility billing customer with account 10-002370-01, has notified the City of a water leak and is requesting a leak adjustment; and,

WHEREAS, the conditions set forth in Section 705.110 of the Code of Ordinances as amended have been met; and,

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be \$960.36;

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

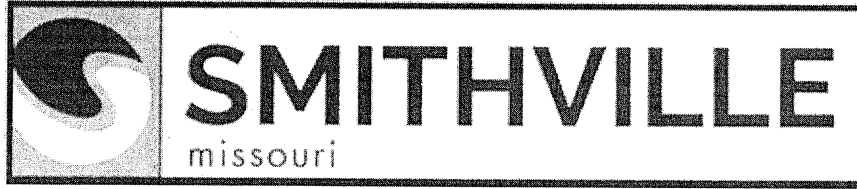
A water and wastewater leak adjustment in the amount of \$960.36 shall be credited to account 10-002370-01 of residential utility billing customer Mitch McGuire.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Mitch McGuire

Utility Service Address: 18511 N Main Street

Utility Account Number: 10-002370-01

The residential utility billing customer referenced above has notified City staff of a water leak and is requesting a leak adjustment. City staff has verified the water consumption of the month(s) in question is more than two (2) times the monthly average for this property, no other leak adjustment has occurred in the previous thirty-six (36) month period, covers a single event and repair receipts have been provided.

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be \$960.36 at the Board of Alderman meeting on 5/2/23.

I, Mitch McGuire agree to attend the Board of Alderman meeting referenced above, and understand that my failure to be present is cause for the Board of Alderman to deny my request.

Upon resolution by the Board of Alderman, I, Mitch McGuire shall make payment in full or make formal payment arrangements with City staff no later than ten days (10) following the Board of Alderman consideration. I understand that failure to do so will result in imposition of late fees and/or disconnection of service.

Mitch McGuire
Customer's Signature

4-11-23
Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Mitch McGuire**
 Utility Service Address: **18511 N Main**
 Utility Account Number: **10-002370-01**

Breaking down key figures in Ordinance 2989-18(C), Adjustment Calculations

1. The adjusted bill(s) shall charge the City's normal water rate on all water volume used up to two (2) times the average monthly water use for this property.

City's normal water rate (per 1,000 gallons): **\$9.04**
 Average monthly water usage for this property: **5,766 gallons**

2. Adjusted bill(s) shall also charge the City's wholesale water rate on all water volume used greater than two (2) times the average monthly water use for this property.

City's wholesale water rate (per 1,000 gallons): **\$5.40**

3. If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.
 If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

City's normal wastewater rate (per 1,000 gallons): **\$7.69**
 Average monthly wastewater usage for this property: **5,766 gallons**
 Was the leak inside or outside the home: **outside**
 Was the wastewater billed winter average or actual usage: **actual usage**

Calculating the adjustment amount using Ordinance 705.110(C), Adjustment Calculations

MONTH 1	
Original Water Bill Amount	
80,000 gallons @ 9.04 per 1,000 gallons =	723.20
Adjusted Water Bill Amount	
11,532 gallons @ 9.04 per 1,000 gallons =	104.25
+ 68,468 gallons @ 5.4 per 1,000 gallons =	369.73
	473.98
Water Discount =	
	249.22
Original Wastewater Bill Amount	
80,000 gallons @ 7.69 per 1,000 gallons =	615.20
Adjusted Wastewater Bill Amount	
5,766 gallons @ 7.69 per 1,000 gallons =	44.34
Wastewater Discount =	
	570.86

MONTH 2 (if applicable)	
Original Water Bill Amount	
20,000 gallons @ 9.04 per 1,000 gallons =	180.80
Adjusted Water Bill Amount	
11,532 gallons @ 9.04 per 1,000 gallons =	104.25
+ 8,468 gallons @ 5.4 per 1,000 gallons =	45.73
	149.98
Water Discount =	
	30.82
Original Wastewater Bill Amount	
20,000 gallons @ 7.69 per 1,000 gallons =	153.80
Adjusted Wastewater Bill Amount	
5,766 gallons @ 7.69 per 1,000 gallons =	44.34
Wastewater Discount =	
	109.46

Total Discount = 960.36

400 Park Dr
Smithville, MO 64089-9406



(816) 532-0737
taylorpsi@sbcglobal.net

BILL TO

Mitch McGuire
18511 N Main St
Smithville, Mo 64089

REP	2nd Rep	Visit us on our Website! www.TaylorPlumbingServicesInc.com			DATE	INVOICE #
B	CRM				1/23/2023	28110
ITEM	QTY	DESCRIPTION	RATE	N F R	AMOUNT	
9400		Underground Leak-Locate Customer had water leak close to meter- Dug up water line for him to fix. Customer will rebury the line when it is fixed.			550.00	
		Thank you for your business Nate & Crew				
Proud Members of:			Total		\$550.00	

A service charge of 2% per month will be added on overdue accounts. Minimum - \$2.00



www.facebook.com/taylorplumbingservices



City Administrator's Report

April 27, 2023

GFOA Distinguished Budget Presentation Award Received Once Again!

We received word today that we have again received the highest form of recognition in governmental budgeting from the Governmental Finance Officers Association (GFOA) – the Distinguished Budget Presentation Award.

GFOA established this award in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal. Approximately 1,800 governments, including states, counties, cities, special districts, school districts and more have been recognized for transparency in budgeting. Budget documents are reviewed by practitioner volunteers who rate the documents on various criteria. To earn recognition, budget documents must meet criteria and excel as a policy document, financial plan, operations guide and communication tool.

The 2019 budget was the first to receive this recognition and all documents since that time have received this award. Of note, the following evaluation criteria received outstanding ratings: capital program; charts and graphs; understandability and usability; and overall communication device.

As you know, the Finance Department staff work annually to make additional improvements to this document and those efforts continue to pay off!

Parks and Recreation Updates

Park Signage

On July 21, 2022, staff updated the Parks and Recreation Committee that as part of the first two years of the Parks and Recreation Master Plan, funds were budgeted for parks signs. At that time, only two parks had signs recognizing them as city facilities. Last week, three additional signs were installed to allow for some landscaping to be completed around each one. This will be done this summer by staff.



Community Art

Earlier this year, the City partnered with the Creative Cities Alliance for rental of public art through the Sculpture on the Move project. We received word this week that tentative delivery for the sculpture "World's Her Canvas" is scheduled for the morning of May 5.



Shared Facilities with Smithville United Church

Smithville United Church leaders are currently drafting a MOU to share indoor and outdoor space for recreation programming. Parks and Recreation staff are looking to start an open gym for pickleball for the community, with the intent of using community volunteer assistance to coordinate this program.

Earth Day

On April 23, a Girl Scout troop helped plant 8 fruit trees at Smith's Fork Park along the Main Street Trail. Additionally, Heritage Tractor has planted a tree at Helvey Park to celebrate their 25th anniversary and to honor the communities they serve.



Senior Center Programming

Over the past six weeks, seniors have been participating in a Matter of Balance class offered by Clay County Senior Services and MU Extension. This program is an evidence-based program that will help older adults reduce the fear of falling by setting goals to increase activity levels, encourage small changes to reduce fall risks at home, and teach ways to exercise to increase strength and balance. Part of the program is to inspect their homes and the Senior Center for fall hazards. In that inspection, the seniors asked if we could add parking blocks to the parking lot so cars cannot block the sidewalk. Parking blocks were installed earlier this week.



Easter

Smithville Parks and Recreation and the Smithville Chamber of Commerce partnered to host an Easter Egg Hunt on April 8 at Heritage Park. There were more than 10,000 eggs “hidden”. They were found in less than three minutes! The Chamber expects to expand the hunt to be larger next year.

Bike Race/ Wine Walk

Humphrey’s Gravel Adventure and the Smithville Main Street District will again be hosted in downtown Smithville on May 6.

Recreation

Following is a summary of sports, recreation and facility activity for March 2023.

2023 Facility Rentals						
	Park Shelters	Senior Center	Baseball Fields	Soccer Fields	Scout Areas	Total Rentals
January	0	10	0	0	0	11
February	0	14	1	0	0	15
March	0	12	4	0	2	18
April	9	13	7	0	0	29

Sports Registrations												
	<i>Spring</i> Socce r	<i>Spring</i> Clinic	<i>Spring</i> T-Ball	<i>Spring</i> Baseball	<i>Spring</i> Softbal l	<i>Spring</i> Kickbal l	<i>Fall</i> Socce r	<i>Fall</i> Clinic	<i>Fall</i> T- Ball	<i>Fall</i> Volleyball	<i>Winter</i> Basketball	Total Participants
2021	180	40	140	105	71	10	178	32	68	49	132	1,005
2022	221	71	152	116	89	2	169	40	61	54	135	1,110
2023	228	50	139	109	77							602

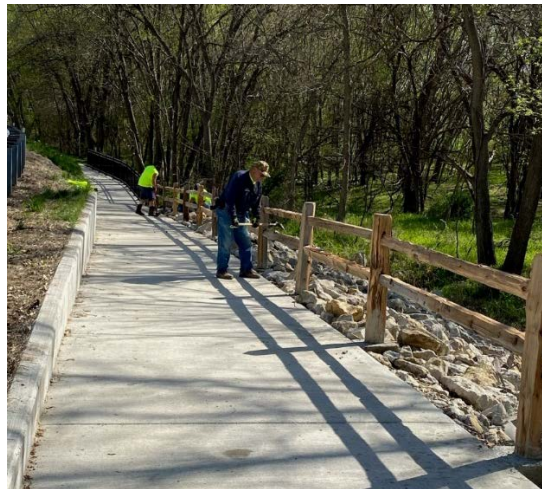
Public Works Update

Bridge Sewers Update

As part of the preparations for the Streetscape Phase III project, the City identified three sewer lines that required replacement to prevent future excavation in the new street for repair purposes. During the assessment, staff discovered that one of the properties would be demolished and the lot would be divided in half between the adjacent neighbors. As a result, the contractor replaced the sewer line for only two properties, as the third property would no longer be in use after demolition. Even though the third property's sewer line was not updated or replaced as part of the project, it remains functional and will be disconnected once the demolition occurs.

Fence Installation on East Main Street

The Streets Division crew recently completed an exceptional project on East Main Street by installing a fence along the sidewalk. Prior to the project, there was a noticeable gap between sections of the black steel fence, which created a safety hazard for pedestrians and bikers. The streets crew took the initiative and extended and connected the fence to ensure that everyone using the sidewalk is safe.



Sewer Rehabilitation Project - Cured In Place Pipe

SAK has successfully completed the rehabilitation of the sewer main along Quincy Boulevard. While working on the project, they found several sewer connections that were obstructed by tree roots. The contractor made efforts to clean and improve these areas to ensure better connectivity to the primary sewer line. The sewer rehabilitation project will significantly increase the lifespan of the main sewer line for many years to come. The contractor is expected to return to the site in the next few weeks to complete the rehabilitation of the three manholes included in this project.



Electric Vehicle Information

Public Works staff recently participated in a stakeholder meeting organized by MARC to discuss the community's interest in local and regional funding applications for Electric Vehicle (EV) charging stations. The meeting was attended by representatives from various communities who provided diverse responses. Some expressed uncertainty regarding their readiness to pursue grant opportunities for EV charging stations, while others mentioned that they plan to seek such opportunities this year or the next. The attendees also discussed the potential costs of installing EV charging stations, which could range from \$50,000 to \$150,000 for a high-end model. Moreover, most grants require a 20% matching contribution. Staff would like to know if the Board is interested in exploring and pursuing grant opportunities to fund EV infrastructure.

WRDA Information

The City submitted three projects through the Water Resources Development Act (WRDA) for funding. Those projects included:

- South Force Main - \$1,910,000
- Rocky Branch Interceptor – \$3,222,000
- 144th Street Pump - \$1,656,000

These projects are still being considered. At this time, Smithville's projects and Excelsior Springs are the only communities in Graves District with projects.

The City also submitted Pope Lane for funding through the T-HUD (Transportation, Housing and Urban Development) program. This project did not make the cut and is no longer being considered for funding.

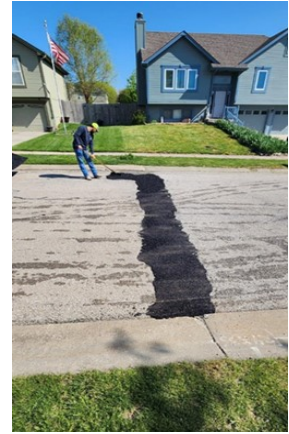
West Secondary Settling Basin

Staff at the Water Plant cleaned the West Secondary Settling basin as part of their annual cleaning of the treatment basins. During this process, staff discovered some structural integrity issues during the process. Staff is coordinating with HDR to include these repairs in the water treatment plant improvements project.



Street Repair in Harborview

The streets crew identified several areas in the Harborview neighborhood that needed improvement due to uneven pavement during their routine maintenance check. One major issue was the presence of inverted speed bumps, which were causing discomfort to drivers and passengers. In response, the crew promptly fixed the speed bumps, taking care to make the road smooth and safe for all drivers while minimizing any inconvenience to residents.



Upcoming Solid Waste Events

Bulky items pick up: May 1 – May 5

Residents will have the opportunity to discard up to five large and bulky items with their regular trash collection. Items such as appliances, washers, dryers, refrigerators and freezers with compressors and Freon removed, furniture, sinks, toilets, cabinets as well as rugs and carpet cut into 4-foot lengths will be accepted. All items must be stacked and bundled for collections.

The following items are NOT accepted: glass items, e-waste (televisions, computers, monitors, etc.) tires, automobile parts, construction materials, tanks, oil drums, railroad ties, chemicals or household hazardous waste.

Household Hazardous Waste Event: August 19

The City of Smithville will host a mobile event on August 19, 2023 from 8 am to noon (or until trucks are full) at Smithville High School.

In these event, residents will have the opportunity to dispose batteries, automotive products, household cleaners, lawn and garden products, fuels, hazardous liquids and cleaners, pesticides, paint, used oil, etc.

More information about the Household Hazardous Program can be found [here](#)

Meeting Schedule

Just a reminder that a number of upcoming meetings have been cancelled or moved:

- The July 4 meeting is cancelled for the Holiday and City Hall is closed July 3 & 4.
- The August 1 meeting has been cancelled as Mayor Boley will be out of town.

The Board of Aldermen Retreat/Budget Planning meeting is scheduled for Wednesday, May 17. We have secured the same MCC facility space as used last year for this date.



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Development

AGENDA ITEM: Bill No. 2992-23, Fairview Crossing Conceptual Plan Amendment – 2nd reading by title only.

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2992-23, for second reading by title only for Fairview Crossing Conceptual Plan Amendment.

SUMMARY:

Approving this ordinance would amend the existing Fairview Crossing overlay district at property located at the northeast corner of Highway 169 and 144th Street to address powerline easement encroachments and changes to the original plan.

BACKGROUND:

This project was originally approved by the Board of Aldermen on May 17, 2022, to create a mixed-use development called Fairview Crossing on the 53.92 acres at the northeast corner of 169 Highway and 144th Street. The applicant acquired the property after reviewing the Smithville Comprehensive Plan 2030, which identifies this area to be mixed use with a higher density of housing. Using the Comprehensive Plan as a guide, the applicant then submitted its original conceptual plan based upon the ALTA survey received during the closing on the property. After approval of the original rezoning and Conceptual Plan Overlay, the developer began the design and engineering portions of the process in order to submit its' Preliminary Plat. It was at this time that a conflict in the placement of the power lines and the powerline easement, which also impacted the West Interceptor Bypass easement across the property was discovered. During this work, the developer also acquired the land now known as Fairview Crossing North, which allowed a shared access point to be created instead of two separate access points.

After much work by the West Interceptor Bypass engineers and the developers engineers with the powerline easement's owner, the easement locations were reconfigured. In addition, the developer adjusted the access point to the north to improve traffic flow for both Fairview Crossing and Fairview Crossing North as well as with Central Bank. MODOT has reviewed the traffic impact reports on both subdivisions and agreed with the single access point, as well as other changes at the 144th Street intersection. With all of the changes required above, a new conceptual plan was needed. The developer was able to adjust some of the multifamily layout and is now able to create a total of 316 dwelling units on the 31.93 acres of residential properties (9.9 dwellings per acre). This density is less than half of the maximum allowed on this

site by the Comprehensive Plan, (Plan allows between 5-18 dwelling units per acre) and only slightly higher (8.8 v. 9.9) units per acre from the original plan. The commercial lots saw no significant changes.

The developer simultaneously submitted a Preliminary Plat for this subdivision with this amended plan, which includes a development agreement that addresses not only all of the significant 169 Highway improvements required by MODOT, but also the offsite sewer requirements and Parks dedications. The development agreement will be part of the Preliminary Plat approval, assuming that this amended conceptual plan is approved for both first and second readings. The Preliminary Plat will be submitted following second reading at the first meeting in May.

The Planning Commission recommended approval of the amended Plan following a public hearing and in accordance with 400.200 of the Code of Ordinances.

PREVIOUS ACTION:

Fairview Conceptual Plan Approval May 17, 2022, by Ord. 3139-22.

POLICY ISSUE:

Comprehensive Plan Development

FINANCIAL CONSIDERATIONS:

Will include potential Park fees in the amount of \$194,000 as Final Plats are approved.

ATTACHMENTS:

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

AN ORDINANCE APPROVING AN AMENDMENT TO A CONCEPTUAL ZONING PLAN FOR FAIRVIEW CROSSING ON CERTAIN LANDS LOCATED IN THE CITY OF SMITHVILLE, MISSOURI, UNDER THE AUTHORITY GRANTED BY THE CODE OF ORDINANCES OF THE CITY OF SMITHVILLE, MISSOURI

WHEREAS, The City of Smithville approved a Conceptual Plan and rezoning on May 17, 2022 to create the Fairview Crossing subdivision at the northeast corner of 169 Highway and 144th Street; and

WHEREAS, public notice was properly advertised in the Courier Tribune; and

WHEREAS, adjoining property owners were properly notified by certified mail; and

WHEREAS, a public hearing was held before the Planning Commission on April 11, 2023;

WHEREAS, the Commission adopted the findings recommended in the Staff Report and recommended approval of the Amended Fairview Crossing Conceptual Plan.

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

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

The property legally described as: See Attached Exhibits A-1 and A-2

is hereby designated B-3P and R-3P as contained in the Amended Fairview Crossing Conceptual Plan as approved by the Planning Commission on April 11, 2023 and shown on Exhibit A-2.

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

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

PASSED THIS 2nd DAY OF MAY, 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

1st reading 04/18/2023

2nd reading 05/02/2023



April 7, 2023

Conceptual Plan Approval of Clay County Parcel Id's
05-917-00-07-005.00 & 05-917-00-07-006.00

Application for a Conceptual Plan Approval (Amendment) – Fairview Crossing

Code Sections:

400.200 et seq. Planned Development Overlay District

Property Information:

Address: NE corner of 144th St. and 169 Hwy
Owner: Kansas City Properties & Investments
Current Zoning: B-3P and R-3P

Public Notice Dates:

1st Publication in Newspaper: March 23, 2023

Letters to Property Owners w/in 185': March 24, 2023

GENERAL DESCRIPTION:

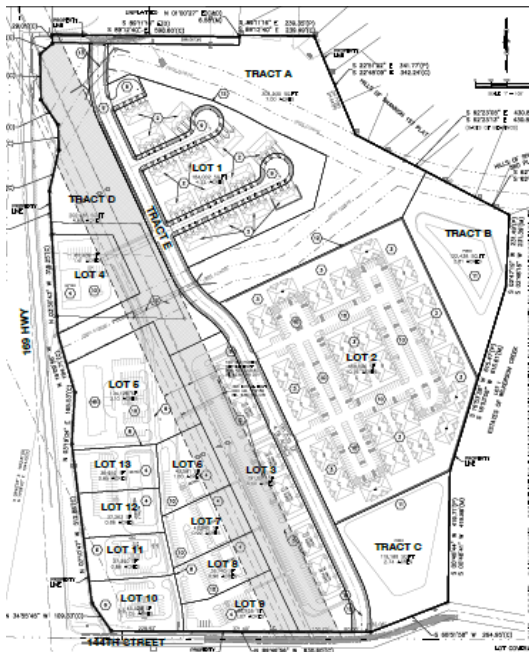
The property is currently covered by the Fairview Crossing Conceptual Plan approved by the Commission and Board one year ago. While preparing various aspects of the preliminary plat and development agreement, as well as the layout of the new West Bypass force main project by the city, it was discovered that the easement for the power lines and the actual location of the powerlines had several conflicts. After several months of the city's engineers and the applicant's engineers working with the power company, they have reached a consensus of both the proper powerline easement location, as well as the future West Bypass force main location. Those changes impacted the design of the conceptual plan sufficiently to require revisiting the intended layout.

During this work, the developer acquired the property to the north, which is now the Fairview Crossing North subdivision, which will likely begin work later this spring or early summer. During this project development, MODOT was provided

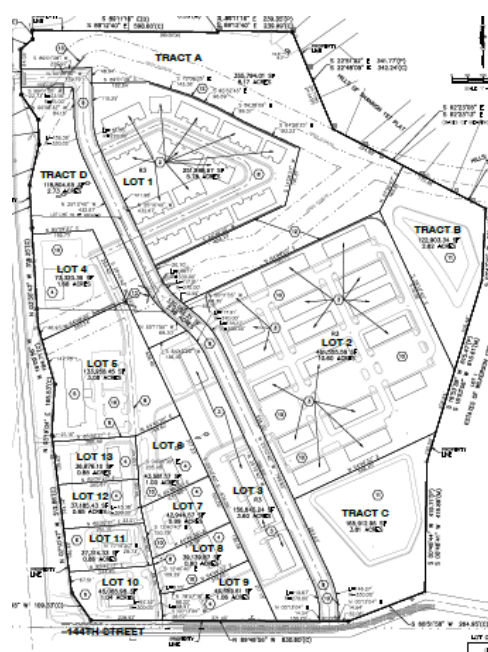
with that proposed plan, along with the potential changes to the Fairview Crossing plan, including the traffic flow changes. MODOT determined that the change from the original north entrance into the south development moving to the north and eliminating one entrance point and combining the entrance to the bank, and both the north and south subdivision would substantially improve the traffic flow for both developments. As a result, this project includes changing the access point to US 169 Highway into a combined city street (147th Street) for all properties to use.

In addition to the layout changes above, a long process with MODOT resulted in changes to the off-site access infrastructure changes to US 169 Highway. MODOT refused the traffic study recommendations of traffic lights at 144th and US 169 Highway in favor of J-turn intersections. For reference, the J-turns located just south of city limits at the META project in Kansas City are similar to the ones MODOT will require for this project.

The current Fairview Crossing Overlay District is approximately 53 acres and includes a large overhead power line easement that bisects the property. The proposed conceptual plan will still divide this 53+/- acre parcel into 3 multifamily and 10 commercial lots. As a result of the relocation of the power line and force main easements, the multifamily layout was slightly changed as well, allowing a more efficient layout to occur. The new proposal would include townhomes and apartments with a calculated total of 316 dwelling units upon completion of all buildings, along with 10 commercial lots, including 2 fast food lots, a hotel lot and 7 other retail/commercial lots. All the original reasons for the Conceptual plan exist, with just these changes.



New version



Existing version

The proposed new version would attach directly to the Fairview Crossing North Subdivision with a much improved layout for the traffic in the area. The following is a depiction of the two developments, and the new traffic requirements of MODOT. The only thing not shown is the south bound J-turn, which will be located approximately ¼ mile south of the current 144th St. intersection.



400.200.B.3 Guidelines for review of a conceptual development plan for a Planned Development Overlay District, the Commission shall consider the requirements in the site plan review provisions in Section 400.390 through 400.440 when evaluating the following:

a. Topography; to ensure the site is suitable for development, and buildings are located and arranged in appropriate areas.

Development placement maintains the same general layout as the current version and specifically encapsulates the existing drainage areas into the proposed retention pond areas. The estimated layout specifically separates the residential and the commercial areas on either side of the power easement and leaves significant green space between this development and the adjacent single family.

b. Parking; to ensure the proposed development contains an adequate amount of parking and is located in an appropriate area or adequately screened. Generally, the parking should conform to the required number of spaces appropriate to the development type as contained in Section 400.470. The Commission may allow a deviation from these parking requirements should the applicant show an adequate amount of parking exists.

Development is laid out in a fashion to meet the site plan requirements and includes sufficient parking as shown on Page 1 of the submittal. Any minor variations to building size could impact the required parking, but in no event will a tenant be able to increase a building footprint size or change a use without adjusting parking to meet these requirements.

c. Setbacks; to ensure buildings provide adequate light, air, and privacy protection by providing appropriate proportion between buildings, and adequate separation between buildings and adjoining properties.

Development leaves ample space between the proposed buildings, as well as the existing facilities, and leaves ample buffer from the single-family properties to the east.

d. Architecture: to ensure the architectural theme is compatible and consistent throughout the project and is reasonably compatible with surrounding developments.

The Development is without tenants and seeks to create the overall look of the development without limiting potential tenants. Therefore, this Conceptual plan will require independent site plan reviews of each proposed building or lot, and must meet the site plan requirements in existence at the time of construction, in particular only to the buildings. All other elements are identified and required as show herein.

e. Site plan; to ensure the location and arrangement of buildings, signs and other structures are appropriate for the site, existing and proposed streets, drives and public ways are arranged appropriately and to ensure site drainage has been adequately addressed.

Development prepared and submitted a Stormwater Study and has agreed to construct the required detention structures when the project begins.

f. Landscaping; to ensure the development provides adequate landscaping to provide a pleasant environment, to enhance the building's appearance, to ensure existing significant trees are adequately protected.

The Development has a large abundance of existing vegetation in the east and north, but much of it is of limited quality. Many of the buffer areas from the single-family properties to the east will remain intact or converted into detention areas for stormwater protection. As stated, each separate building will be required to complete the site plan review process, and the landscaping and all other review matters will be addressed at that time.

g. Any other feature or issue associated with the State zoning and planning enabling legislation or the Comprehensive Plan for the City of Smithville for which the Commission feels is appropriate and relevant to the development of the site. **Development will include significant off-site traffic improvements that have been required by MODOT. The MODOT requirements include two**

J-turn intersections for north and south traffic, along with removal of the 144th Street crossover. Northbound traffic from the west on 144th (as well as southbound from the east) will need to turn right and access the J-turn to change directions. In addition, the Comprehensive Plan 2030 identifies this area as mixed-use with moderate density multifamily housing. Moderate density is defined as between 5 and 18 units per acres, and the proposal is for under 10 units per acre. The proposed plan specifically addresses multiple Action Steps in the Comprehensive plan as follows:

HN 1.1 Support providing additional housing stock throughout the city of Smithville to meet current and future residents' needs by encouraging new residential development in areas identified in the Future Land Use Map.

HN 3.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN 3.2 Encourage clustered residential development patterns with connected active and passive open space and neighborhood and community amenities.

HN 3.4 Encourage mixed-use developments in Smithville's Downtown and the area between Downtown and the city's southern municipal boundary as a mechanism to create vibrant neighborhoods.

HN 4.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN.4.2 Mandate pedestrian connections in new residential developments to adjacent existing or prospective neighborhoods to further strengthen Smithville's pedestrian network.

ST.2.1 Encourage a high-quality, mixed-use corridor experience along Hwy 169 between the southern municipality boundary and Route 92.

RC.2.1 Encourage development, mainly residential development, near existing and proposed trail networks.

RC.2.2 Encourage new developments to provide access and pathways to existing and proposed trail networks.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Conceptual plan based upon adherence to the conditions contained in this report, and specifically includes the following recommended findings as contained in 400.200.B.4:

1. That the Commission has reviewed the conceptual development plan with consideration of the issues contained in Subsection (B)(3) above; and
2. That the conceptual development plan is in conformance with the comprehensive land use plan and other appropriate Sections of the Code of Ordinances; and
3. That the conceptual development plan provides for an organized and unified system of land use intensities which are compatible with the surrounding areas; and
4. That the proposed development adequately protects the health, safety and general welfare of future and existing residents and property owners in and around the development.

Respectfully Submitted,

_____/s/ Jack Hendrix /s/_____
Director of Development

RECORD DESCRIPTION

TRACT I:

ALL OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35) IN TOWNSHIP FIFTY-THREE (53), RANGE THIRTY-THREE (33), IN CLAY COUNTY, MISSOURI, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS.

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

ALL OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 00 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 50.34 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO A SET 5/8 INCH SET REBAR AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169 AND THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LIEN OF COMMERCIAL AVENUE 328.40 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 44 SECONDS WEST, 10.0 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 330.05 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, 646.85 FEET TO A 5/8 INCH SET REBAR; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 678.96 FEET TO A 5/8 INCH SET REBAR ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 97.19 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 16 SECONDS EAST, 70.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 20.0 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 16 SECONDS WEST 75.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 540.03 FEET TO THE POINT OF BEGINNING, FILED FOR RECORD AS INSTRUMENT NO. F59666 IN BOOK 1732 AT PAGE 984.

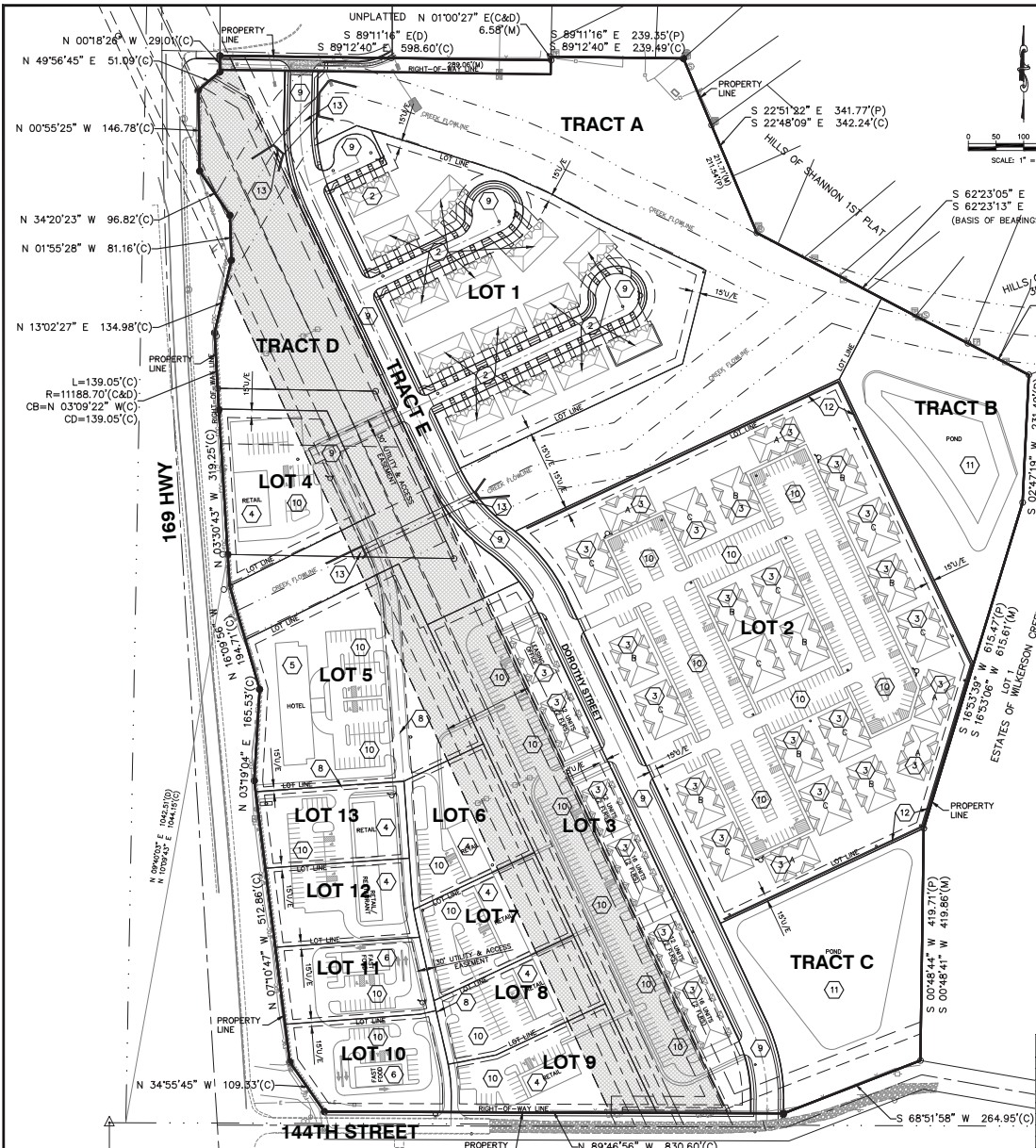
AND EXCEPT:

A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING AND EXCEPT THE FOLLOWING PLATS ALL OF HILLS OF SHANNON - FIRST PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M29883 IN BOOK D AT PAGE 55.

ALL OF HILLS OF SHANNON - SECOND PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M72777 IN BOOK E AT PAGE 3.
ALL OF HILLS OF SHANNON - THIRD PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. N19596 IN CABINET E SLEEVE 28.
ALL OF HILLS OF SHANNON - FOURTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. P24772 IN CABINET E SLEEVE 97.
ALL OF HILLS OF SHANNON - FIFTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. Q11906 IN CABINET E SLEEVE 152.
ALL OF ESTATES OF WILKERSON CREEK, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. 2019039687 IN BOOK I AT PAGE 88.4.

TRACT II:

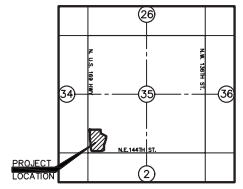
A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING.



DEVELOPER
KANSAS CITY PROPERTIES & INVESTMENTS, LLC
13530 MOUNT OLIVET ROAD
SMITHVILLE, MO. 64089
CONTACT: SHANE CREES
PHONE: 816-719-9327
E-MAIL: SHANE@KCPINC.COM

PREPARED BY
KAW VALLEY ENGINEERING
8040 N. OAK TRAFFICWAY
CONTACT: MATT CROSS
PHONE: 816-468-5858
E-MAIL: cross@kveeng.com

- GENERAL NOTES:**
1. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH LAWS AND STANDARDS FOR THE STATE OF MISSOURI.
 2. THE PROPERTY HAS NO DIRECT ACCESS TO US 169 NORTH AND N.E. 144TH ST. A DEDICATED PUBLIC STREET OR HIGHWAY.
 3. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN SCHEDULE A OF THE TITLE COMMITMENT REFERENCED HEREON.
 4. ANY ADDITIONAL NOTES REQUESTED BY SURVEYOR



SHEET INDEX

D01	SITE PLAN
D02	DIMENSION SHEET
D03	GRADING PLAN
D04	UTILITY PLAN
D05	250' SURROUNDING AREA

- NOTES**
1. PROPOSED TOWNHOUSE
 2. PROPOSED APARTMENT
 3. PROPOSED RETAIL BUILDING
 4. PROPOSED HOTEL
 5. PROPOSED FAST FOOD
 6. PROPOSED RESTAURANT
 7. PROPOSED PRIVATE STREET
 8. PROPOSED PUBLIC STREET
 9. PROPOSED PARKING
 10. PROPOSED DETENTION POND
 11. PROPOSED RETAINING WALL
 12. PROPOSED CULVERT

LEGEND

SECTION CORNER, ORIGIN UNKNOWN UNLESS OTHERWISE NOTED	SAN SEWER MANHOLE
MONUMENT FOUND, ORIGIN UNKNOWN UNLESS OTHERWISE NOTED	UTILITY POLE
1/2" x 24" REBAR W/LS 214F CAP SET	UTILITY POLE, SERVICE
CLEANOUT	WATER VALVE
CABLE TV BOX/PEDESTAL	UTILITY MANHOLE
ELECTRIC METER	ELECTRIC TRANSFORMER
ELECTRIC PEDESTAL	FIRE HYDRANT
GATE POST	FENCE POST
SIGN	STONE MANHOLE
WATER VALVE	WATER METER
UNDERGROUND ELECTRIC	FENCE-CHAIN LINK
TELEPHONE PEDESTAL	FENCE-WOOD
ASPH	UNDERGROUND ELECTRIC LINE
CONC	OVERHEAD UTILITY LINE
FIBER OPTIC SIGN	LIMITS OF NO ACCESS

BASIS OF BEARINGS:
GRID BEARING OF S 62°23'13" E ON THE SOUTHWEST PLAT LINE OF HILLS OF SHANNON 1st PLAT IS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS USING MOIST VRS 2012 CECID, AND REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83).

SURVEY REFERENCE:
SURVEY PERFORMED BY KAW VALLEY ENGINEERING, INC. WITH PROJECT NO. B2154229, DATED 6/03/2021.

FAIRVIEW CROSSING

LOT/TRACT	ZONE	USE	REQUIRED PARKING	REQUIRED PARKING (ADA)	PARKING PROVIDED	TOTAL AREA (IMPERVIOUS AREA)	COVERAGE
1	R-3-P	TOWNHOMES	2/UNIT	562-112	112	184,002	110,401 60%
2	R-3-P	APARTMENTS	2/UNIT	192N-384 (20)	385 (27)	468,646	281,188 60%
3	R-3-P	APARTMENTS	2/UNIT	682-136 (7)	188 (12)	191,621	114,973 60%
4	R-3-P	RETAIL/COMMERCIAL	1/2000F	6,000-200-20 (C)	31 (2)	61,499	52,108 85%
5	R-3-P	HOTEL	1/UNIT-0.5 EMPLOYEE	58 (3)	58 (4)	154,128	114,009 85%
6	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	18 (2)	43,581	37,044 85%
7	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	41 (2)	42,945	36,503 85%
8	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	45 (2)	40,000	33,369 85%
9	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	27 (2)	46,826	39,802 85%
10	R-3-P	FAST FOOD	0.5 SEAT (MIN. 10)	10	22 (2)	45,528	38,609 85%
11	R-3-P	FAST FOOD	0.5 SEAT (MIN. 10)	10	22 (2)	37,590	31,782 85%
12	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	27 (2)	37,263	31,674 85%
13	R-3-P	RETAIL/COMMERCIAL	1/2000F	4,000-200-20	17 (2)	36,952	31,409 85%
A	R-3-P	OPEN AREA				504,590	0 0%
B	R-3-P	OPEN AREA				122,458	0 0%
C	R-3-P	OPEN AREA				110,188	0 0%
D	R-3-P	OPEN AREA				202,681	0 0%

*A= 8X1-BEDROOM UNITS B= 8X2-BEDROOM UNITS C= 8X3-BEDROOM UNITS



UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM FIELD SURVEY INFORMATION OF ONE-CALL LOCATED UTILITIES, FIELD SURVEY INFORMATION OF ABOVE GROUND OBSERVABLE EVIDENCE, AND/OR THE SCALING AND PLOTTING OF EXISTING UTILITY MAPS AND DRAWINGS AVAILABLE TO THE SURVEYOR AT THE TIME OF SURVEY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES BY EXCAVATION UNLESS OTHERWISE NOTED ON THIS SURVEY.

FLOOD STATEMENT:
THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEY PARCEL LIES WITHIN FLOOD HAZARD ZONE "X", NON-SHADED. SAID PARCEL PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP FOR CITY OF SMITHVILLE, COMMUNITY PANEL NO. 29047C0102E, effective on 06/03/2015

FAIRVIEW CROSSING
144TH STREET & 169 HIGHWAY
SMITHVILLE, CLAY COUNTY, MISSOURI
PLANNED OVERLAY DEVELOPMENT PLAN
SHEET

PROJ. NO. B21D4349
DESIGNER DRAN BY JMG
MAC 4349PLAT
REV 1

REV DATE DESCRIPTION

1	3/17/23	UPDATED EVERY EASEMENT	MAC	JAD	---
2	03/03/23	INITIAL SUBMITTAL	MAC	JAD	---
3	3/17/23	REVISED	MAC	JAD	---
4	03/03/23	REVISED	MAC	JAD	---
5	03/03/23	REVISED	MAC	JAD	---
6	03/03/23	REVISED	MAC	JAD	---
7	03/03/23	REVISED	MAC	JAD	---
8	03/03/23	REVISED	MAC	JAD	---
9	03/03/23	REVISED	MAC	JAD	---
10	03/03/23	REVISED	MAC	JAD	---
11	03/03/23	REVISED	MAC	JAD	---
12	03/03/23	REVISED	MAC	JAD	---
13	03/03/23	REVISED	MAC	JAD	---

KAW VALLEY ENGINEERING
8040 N. OAK TRAFFICWAY
SMITHVILLE, MISSOURI 64089
PHONE: 816-468-5858
WWW.KAWVALLEYENGINEERING.COM



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT:

Administration/Finance/Public Works

AGENDA ITEM: Approve Bill No. 2993-23, FY2023 Budget Amendment No. 4 - 1st and 2nd Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2993-23, FY2023 Budget Amendment No. 4. Emergency Ordinance Sponsored by Mayor Boley - 1st and 2nd reading by title only.

SUMMARY:

This Budget Amendment includes an adjustment to the General Fund, Capital Improvement Sales Tax Fund, Transportation Sales Tax Fund, and Park and Stormwater Sales Tax Fund.

- The Quincy Boulevard Waterline and Street Improvement project bids were opened on April 25, 2023. The project includes the following expense estimates:
 - *Street Replacement and Overlay* (Amino Brothers Bid Estimate: \$353,060): Funding for the street replacement and overlay was identified in the Capital Improvement Sales Tax Fund in the amount of \$200,000. Finance staff are proposing a budget amendment of \$75,000 in Transportation Sales Tax Fund and \$100,000 in the General Fund to accommodate the street replacement/overlay and overages.
 - *Sidewalk Improvements* (Amino Brothers Bid Estimate: \$201,134): Funding for the sidewalk improvement was identified in the General Fund in the amount of \$200,000 in the General Fund. Staff is recommending a budget amendment of \$5,000 in the General Fund to cover these expenses for the construction of the sidewalk.
 - *Stormwater Improvements* (Amino Brothers Bid Estimate: \$302,779): The FY2024 Budget for the Quincy Boulevard stormwater improvements were identified in the Park and Stormwater Sales Tax Fund in the amount of \$250,000. Staff is recommending a budget amendment of \$60,000 in the Park & Stormwater Sales Tax Fund to cover these expenses for the construction of the stormwater improvements.
 - *Water & Sewer Improvements* (Amino Brothers Bid Estimate: \$612,455 + Force Account): Funding for the water & sewer improvements were identified in the Water & Sewer Fund in the amount of \$500,000. Finance staff are not recommending a budget amendment because of savings

associated with the Aerobic Digester construction project of \$68,000 and the Lead and Copper Rule provisions (which is planned to be performed in-house).

PREVIOUS ACTION:

The Board previously approved the FY2023 Budget on October 18, 2022.

POLICY ISSUE:

Approving and Amendment to the FY2023 Budget.

FINANCIAL CONSIDERATIONS:

Amend the FY2023 Budget. Resources are available in the General Fund to adequately fund these grant administrative expenses.

ATTACHMENTS:

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

BILL NO. 2993-23

ORDINANCE NO. 31XX-23

**AN ORDINANCE AMENDING THE FY2023 OPERATING BUDGET TO ADD
\$240,000 TO THE EXPENDITURE BUDGET**

WHEREAS, pursuant to Ordinance 3074-20, passed on October 18, 2022, the City approved the fiscal year ending October 31, 2023 Budget; and

WHEREAS, not included in the approved fiscal year 2023 Budget are expenditures related to capital projects; and

WHEREAS, amendments to the General Fund, Transportation Sales Tax Fund, and the Park and Stormwater Sales Tax Fund are required at this time.

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

THAT the fiscal year ending October 31, 2023, Budget is hereby amended to add:

- \$105,000 to the expenditure budget in the General Fund
- \$75,000 to the expenditure budget in the Transportation Sales Tax Fund
- \$60,000 to the expenditure budget in the Park & Stormwater Sales Tax Fund.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 5/2/2023

Second Reading: 5/2/2023



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Police Department

AGENDA ITEM: Bill No. 2994-23, repealing Ordinance Section 200 regarding provisions for collective bargaining with law enforcement personnel. 1st Reading

REQUESTED BOARD ACTION:

A motion to approve Bill No. 2994-23, repealing Ordinance Section 200 regarding provisions for collective bargaining with law enforcement personnel and enacting in its place new Ordinance Section 200. First reading by title only.

SUMMARY:

In mid-January, Chief Jason Lockridge was contacted by a number of Smithville Police Officers and informed of their desire to petition the City to recognize the Fraternal Order of Police (FOP) as their exclusive bargaining unit. At the February 7, 2023 Board of Aldermen meeting, Smithville Police Officers, and a representative from the FOP spoke during public comment reaffirming their desires and asking the Board to consider changing ordinances related to collective bargaining.

Staff met with labor attorney Jeff Place to discuss recommended ordinance changes. These proposed amendments represent case law changes, statutory changes and best practices.

PREVIOUS ACTION:

The original ordinance was approved in 2015, following a Missouri Western District Court of Appeals ruling. A resolution approving an agreement with Jeff Place, with the firm of Jackson Lewis PC, to serve as labor attorney was approved on February 21, 2023.

POLICY ISSUE:

FINANCIAL CONSIDERATIONS:

N/A

ATTACHMENTS:

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

BILL NO. 2994-23

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE SECTION 200 REGARDING
PROVISIONS FOR COLLECTIVE BARGAINING WITH LAW
ENFORCEMENT PERSONNEL AND ENACTING IN ITS PLACE
NEW ORDINANCE SECTION 200**

WHEREAS, the Board of Aldermen adopted Ordinance 2921-15 on April 21, 2015 outlining provisions for collective bargaining with the City's law enforcement personnel; and

WHEREAS, the Board of Aldermen conducted a work session on February 7, 2023 and the Police Officers and representative from the FOP expressed their desire for change the Ordinances related to collective bargaining; and

WHEREAS, in consultation with legal representation, changes have been drafted.

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

Section 1. Section 200.070 through Section 200.130 of the Code of Ordinances is hereby repealed in its entirety and replaced with new Section 200.070 through 200.130 of Collective Bargaining Provisions. Collective bargaining with law enforcement personnel in the form attached hereto as "**Exhibit A**" are hereby adopted.

Section 2. Effective Date. This Ordinance and the attached provisions for collective bargaining with law enforcement personnel shall be effective immediately upon approval of this Ordinance.

PASSED AND ADOPTED by the Board of Aldermen and APPROVED by the Mayor of the City of Smithville, Missouri, the _____ of May, 2023

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 05/02/2023

Second Reading: 05/16/2023

EXHIBIT A

City of SMITHVILLE

Provisions for Collective Bargaining with Law Enforcement Personnel

ARTICLE 1 PURPOSE

1.1 These provisions are adopted for the purpose of providing a framework within which law enforcement personnel employed by the City of Smithville can exercise their right under Article I, Section 29 of the Constitution of the State of Missouri to bargain collectively with the City, through representatives of their own choosing.

ARTICLE 2 COVERAGE

2.1 These provisions shall apply to all regular full-time personnel employed in the Police Department.

2.2 It is the City's determination that all regular full-time non-supervisory employees employed within the Police Department constitute the most appropriate unit for the purpose of collective bargaining. Any election conducted for the purpose of allowing employees to designate an exclusive bargaining representative, as provided below, shall take place within this unit, subject to the following exclusions:

2.2.1 To avoid the division of loyalties and conflicts of interest, supervisory personnel shall not be included within the same bargaining unit as employees they supervise. ~~Further, the same labor organization shall not represent both non-supervisory and supervisory employees within the Police Department.~~ For the purposes of this subsection, ~~Sergeants, Captains, Majors, and the Chief of Police~~ all employees at or above the rank of Sergeant, shall be considered supervisory employees.

2.2.2 Confidential ~~and/or Command Staff~~ employees shall not be included within the same bargaining unit as non-supervisory employees, nor shall they be represented by the same labor organization as represents any ~~non-supervisory~~ other employees within the Police Department. ~~For the purposes of this subsection, the Departmental Administrative Assistant/Secretary shall be considered a confidential employee,~~ and all sworn officers at or above the rank of Captain shall be considered Command Staff

employees.

ARTICLE 3 DESIGNATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

3.1 Any labor organization wishing to represent employees employed in the City's Police Department, ~~in either a supervisory or non-supervisory bargaining unit,~~ shall present to the ~~City Clerk~~Assistant City Administrator cards containing the signatures of at least thirty percent (30%) of the employees in ~~the each appropriate unit~~ the labor organization seeks to represent, indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining. For purposes of this sub-section, the City finds that a bargaining unit consisting of all sworn personnel below the rank of sergeant is an appropriate bargaining unit, as is a unit consisting of all sergeants within the department.

3.2 Upon receiving such cards, the ~~City Clerk~~Assistant City Administrator shall validate the signatures on the cards, and confirm that at least thirty percent of the employees in the bargaining unit(s) have signed cards. If the ~~Clerk~~Assistant City Administrator determines that at least thirty percent of the employees in the unit(s) have signed valid cards, the Assistant City Administrator ~~Clerk~~ shall consult with the Chief of Police and the representative of the labor organization that has presented the cards, and together they shall select a mutually agreeable date for a secret ballot election(s) to take place. The election(s) shall be held at City Hall, and shall be set for a date falling no less than four and no more than six weeks after the day upon which the Assistant City Administrator ~~Clerk~~ first receives the cards from the labor organization's representative, unless the Assistant City Administrator ~~Clerk~~, the Chief of Police, and the representative of the labor organization all agree upon an earlier date.

3.3 Once an election date has been set, the Assistant City Administrator ~~City Clerk~~ shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all employees and shall be posted within the Department.

3.4 From the time the election notice is first posted until the date of the election, all employees of the City shall have the right to freely express their opinions about whether or not the labor organization should be selected as the exclusive bargaining representative of the employees in the bargaining unit. However, no employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or

otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the bargaining unit.

3.5 The election shall be conducted by secret ballot, using such procedures as the Assistant City Administrator ~~City Clerk~~ shall determine are appropriate for ensuring the privacy and security of each employee's vote. Once the poll is closed, the Assistant City Administrator ~~City Clerk~~ shall oversee the counting of the ballots. One representative of the Police Department ~~management team~~ Command Staff and one representative of the labor organization shall have the right to be present during the counting of the ballots.

3.5.1 The ballots shall read "Do you wish to select [labor organization] as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Smithville Police Department?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5.2 In the event that more than one labor organization seeks to represent employees in the unit, and in the event both labor organizations have obtained signatures from at least thirty percent (30%) of the employees in the unit stating that they wish to designate the labor organization as their exclusive bargaining representative, then the ballot shall read "Do you wish to select [labor organization A], [labor organization B], or no labor organization as the exclusive bargaining representative for [description of bargaining unit] employed within the City of Smithville Police Department?" The ballot will then include check boxes for marking "I wish to select [labor organization A] as my exclusive bargaining representative," "I wish to select [labor organization B] as my exclusive bargaining representative," and "I do not wish to select any labor organization as my exclusive bargaining representative."

3.5.3 Any labor organization receiving more than fifty percent (50%) of the votes of all eligible voters shall be designated and recognized by the City as the exclusive bargaining representative for all employees in the bargaining unit.

3.6 Employees within the bargaining unit shall have the right to seek to decertify the labor organization as their exclusive bargaining representative at any time. If any employee within the bargaining unit presents to the Assistant City Administrator ~~City Clerk~~ cards bearing the signatures of at least thirty percent of the employees within the bargaining unit stating that those employees no longer wish to be represented by the

labor organization in question, the Assistant City Administrator ~~City Clerk~~ shall first validate the signatures on the cards.

3.6.1 If the Assistant City Administrator ~~City Clerk~~ confirms that at least thirty percent of the employees in the bargaining unit have signed decertification cards, the Assistant City Administrator ~~City Clerk~~ shall consult with the Chief of Police and the designated representative of the labor organization to select a date for a decertification election. Such election shall take place at least four weeks after the Assistant City Administrator ~~City Clerk~~ receives the decertification cards, and no later than six weeks after the City Clerk receives the decertification cards. Notice of such election shall be distributed to all employees within the bargaining unit and posted within the Police Department.

3.6.2 If more than fifty percent of the employees in the bargaining unit cast votes to terminate the labor organization's representation of the employees in the bargaining unit, the labor organization shall immediately cease to represent the employees in the bargaining unit.

3.6.3 In the event of the decertification of the exclusive bargaining representative of the employees in any bargaining unit within the Police Department, all terms and conditions of employment existing at the time of decertification shall remain in place until such time as those terms or conditions of employment are altered by the City's Board of Aldermen.

3.7 No more than one election shall take place in any bargaining unit within the same twelve-month period. Once an election takes place, the Assistant City Administrator ~~City Clerk~~ shall not accept cards from labor organizations or employees within the bargaining unit seeking another election for one full calendar year after the date of the election.

ARTICLE 4

COLLECTIVE BARGAINING PROCESS

4.1 Within four weeks after a labor organization is certified as the exclusive bargaining representative for the employees in a bargaining unit as set out above, representatives of the City, designated by the City Administrator, and representatives of the labor organization, selected by the labor organization, shall meet and begin bargaining for an agreement covering the wages, benefits, and other terms and conditions of employment for the employees within the bargaining unit.

4.2 Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be

required to offer any particular concession or withdraw any particular proposal.

4.3 The City shall not pay any union representative for time spent participating in collective bargaining or preparing for collective bargaining, except to the extent the person in question is an employee of the City and elects to use accrued paid time off to cover the time so spent.

4.4 If the parties reach an agreement, management shall present the agreement to the Board of Aldermen for approval or rejection. The Board may approve the entire agreement or any part(s) thereof. If the Board rejects any portion of the agreement, the Board may return the rejected portion(s) of the agreement to the parties for further bargaining, or the Board may adopt a replacement provision of its own design, or the Board may state that no provision covering the topic in question shall be adopted.

4.5 ~~After the first agreement between the City and the labor organization is adopted, bargaining for renewal agreements shall take place annually. Such bargaining must be completed by July 31 of each calendar year. The parties may elect to bargain non-economic terms for longer periods (e.g. three years or five years), but all economic provisions of the agreement shall be adopted on a year-to-year basis only. During any year in which a collective bargaining agreement is up for renegotiation, the City and the labor organization shall make every effort to complete negotiations no later than July 31 in order to allow sufficient time for the Board of Aldermen to consider any tentative agreement reached between the parties in conjunction with the establishment of the City's next upcoming annual budget.~~

ARTICLE 5 CONTENT OF LABOR AGREEMENTS

5.1 Labor agreements negotiated between the parties may cover wages, benefits, and all other terms and conditions of employment for employees within the bargaining unit, subject to the following limitations.

5.1.1 Every labor agreement shall include a provision reserving to management the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge employees, so long as those rights are not exercised in a way that conflicts with any express provision of the labor agreement. Every labor agreement shall also include a provision reserving to management the right to make, amend, and rescind reasonable

work rules and standard operating procedures, so long as such work rules and standard operating procedures do not conflict with any express provision of the labor agreement.

5.1.2 Every labor agreement shall expressly prohibit all strikes ~~and picketing~~ or work stoppage of any kind. Every labor agreement shall include a provision acknowledging that any employee who engages in any strike or concerted refusal to work, or who pickets over any personnel matter shall be subject to immediate termination of employment.

ARTICLE 6 EFFECT OF LABOR AGREEMENT

6.1 In the event of a budget shortfall or other financial emergency, the Board of Aldermen shall have the right to require the modification of the economic terms of any labor agreement. Every labor agreement shall include a clause allowing the City to reopen wage and benefit provisions for renegotiation in the event of such budget shortfall or other financial emergency.

6.2 Should the Board deem it necessary to modify the economic terms of any labor agreement, it shall so notify the relevant labor organization, and shall provide a period of thirty (30) days during which the City and the labor organization shall bargain in good faith over any necessary adjustments to the economic terms of the agreement.

6.3 If, at the end of the thirty-day period, the parties have been unable to agree upon modifications that meet the Board's requirements, the Board shall have the right to make necessary adjustments on its own authority.

ARTICLE 7 VALIDITY AND ENFORCEMENT

7.1 If the State of Missouri passes any law governing collective bargaining for law enforcement personnel, then to the extent any of the provisions established herein are inconsistent with the Missouri statute, the inconsistent provisions shall be superseded in whole or in part by such statute.

7.2 If any court of competent jurisdiction shall declare any of the provisions established herein to be unenforceable under any state or federal statute, regulation, or other authority, the unenforceable portion of the provisions

shall be removed, but all other provisions contained herein shall remain in effect.

[4861-1050-7092, v. 1](#)



Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1221, awarding Bid No. 23-05 Quincy Boulevard Improvements Project

REQUESTED BOARD ACTION:

A motion to approve Resolution 1221, awarding Bid No. 23-05 to Amino Brothers Co., Inc. to complete improvements on Quincy Boulevard from Hawthorne to Pine Street in an amount not to exceed \$1,470,000 and a force account of approximately \$100,000.

SUMMARY:

The 2023 CIP includes improvements to Quincy Boulevard which involve the replacement of waterlines and improvements to the stormwater system. In addition, a new street will be constructed from Hawthorne to Owens Avenue, and the section from Owens to Pine Street will be resurfaced with a mill and overlay to enhance the overall street quality. Furthermore, the project will include the installation of new sidewalks for pedestrian safety and accessibility.

Four bids were received on April 25, 2023 (bid tabulation attached). The apparent low bid was Amino Brothers Co. Inc. at \$1,470,000. To account for any unforeseen conditions or overages, staff is requesting approval of a Force Account amount of \$100,000 in the Combined Water & Wastewater Fund bringing the total cost of the project to \$1,570,000.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

The FY2023 Budget includes funds for the Quincy Boulevard Improvement Project. Budget amendment #4 will provide adequate funding for this project.

ATTACHMENTS:

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



Quincy Boulevard Improvements Project

Bid Opening

Tuesday April 25, 2023

2:00 pm

Contractor	Bid total
Gunter Construction	\$2,089,167
Blue Moon Hauling	\$1,482,833.82
Amino Brothers	\$1,470,000
VFA	\$1,836,032



Board of Aldermen Request for Action

MEETING DATE: 4/3/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1221, awarding Bid No. 23-05 Quincy Boulevard Improvements Project

REQUESTED BOARD ACTION:

A motion to approve Resolution 1221, awarding Bid No. 23-05 to Amino Brothers Co., Inc. to complete improvements on Quincy Boulevard from Hawthorne to Pine Street in an amount not to exceed \$1,470,000 and a force account of approximately \$100,000.

SUMMARY:

The 2023 CIP includes improvements to Quincy Boulevard which involve the replacement of waterlines and improvements to the stormwater system. In addition, a new street will be constructed from Hawthorne to Owens Avenue, and the section from Owens to Pine Street will be resurfaced with a mill and overlay to enhance the overall street quality. Furthermore, the project will include the installation of new sidewalks for pedestrian safety and accessibility.

Four bids were received on April 25, 2023 (bid tabulation attached). The apparent low bid was Amino Brothers Co. Inc. at \$1,470,000. To account for any unforeseen conditions or overages, staff is requesting approval of a Force Account amount of \$100,000 in the Combined Water & Wastewater Fund bringing the total cost of the project to \$1,570,000.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Infrastructure Maintenance

FINANCIAL CONSIDERATIONS:

The FY2023 Budget includes funds for the Quincy Boulevard Improvement Project. Budget amendment #4 will provide adequate funding for this project.

ATTACHMENTS:

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



Quincy Boulevard Improvements Project

Bid Opening

Tuesday April 25, 2023

2:00 pm

Contractor	Bid total
Gunter Construction	\$2,089,167
Blue Moon Hauling	\$1,482,833.82
Amino Brothers	\$1,470,000
VFA	\$1,836,032

RESOLUTION 1221

A RESOLUTION AWARDING BID NO. 23-05 QUINCY BOULEVARD IMPROVEMENTS PROJECT IN THE AMOUNT OF \$1,470,000 AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION CONTRACT AND AUTHORIZE A FORCE ACCOUNT OF \$100,000

WHEREAS, Bids were opened and read aloud on April 25, 2023 for Bid No. 23-05, Quincy Boulevard Improvement Project; and

WHEREAS, after a bid process, as outlined in the City Purchasing Policy, and reference checks, staff is recommending the bid received from Amino Brothers Co. Inc is the most responsive and best bid received and the most advantageous to the City in an amount of \$1,470,000.

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

THAT Bid No. 23-05 is hereby awarded to Amino Brothers Co. Inc in an amount not to exceed of \$1,470,000 and the Mayor is authorized to execute the construction contract for the Quincy Boulevard Improvements Project and a force account of approximately \$100,000 bringing the total cost of the project to \$1,570,000.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Development

AGENDA ITEM: Resolution 1222, Fairview Crossing Preliminary Plat

REQUESTED BOARD ACTION:

A motion to approve Resolution 1222, approving the Preliminary Plat for a new mixed-use subdivision to be called Fairview Crossing with three multifamily lots to include 316 dwelling units, as well as 10 commercial lots.

SUMMARY:

IF, and only if Bill No. 2992-23 amending the Conceptual Plan for Fairview Crossing is approved earlier on this agenda, an approval of this plat would authorize the developer to begin construction plans for the first phase of the subdivision to be presented to the Board of Aldermen for approval if it complies with this Preliminary Plat, and authorizes the Mayor to enter into a development agreement with the applicant.

BACKGROUND:

This matter was originally submitted to the Planning Commission at the April 2022 meeting. Due to delays in the final review of a Traffic Impact Study (TIS) with MODOT, the Preliminary Plat was postponed. After that postponement, the developer acquired the land to the north, which is now Fairview Crossing North. Several errors regarding the exact location of the power lines as it relates to the easement for those lines required the developer to adjust the location of the north entrance to be a shared entrance with Fairview Crossing North. As a result of these proposed changes, as well as MODOT ultimately approving the preliminary plat layout as it relates to improvements to 169 Highway, the applicant was prepared to finalize the preliminary plat process. That process included negotiating a development agreement that included the scope and timing of water, stormwater, sanitary sewer, street/traffic safety improvements, as well as park impact fees associated with the 316 dwelling units.

All of the public and private improvements are scheduled and included in the attached Development Agreement. If approved the developer would be able to begin the design of the Construction plans for the first Final Plat. Each Final Plat to create sellable lots must also be approved by the Board of Aldermen after the construction plans are final.

PREVIOUS ACTION:

Bill No. 2992-23 was approved for first reading on April 3 to amend the conceptual plan on the property and is on tonight's agenda for second reading.

POLICY ISSUE:

Complies with the Comprehensive Plan as well as city ordinances.

FINANCIAL CONSIDERATIONS:

The project will, when complete, provide a substantial sum into the Park Fund, and the plat includes the required easement for the West Bypass Sewer project.

ATTACHMENTS:

- | | |
|--|--|
| <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: The Planning Commission meeting may be viewed online. | |

RESOLUTION 1222

A RESOLUTION APPROVING A PRELIMINARY PLAT FOR A MIXED-USE SUBDIVISION TO INCLUDE THREE MULTIFAMILY LOTS AND 10 COMMERCIAL LOTS TO BE CALLED FAIRVIEW CROSSING

WHEREAS, the applicant submitted a request to rezone with a conceptual plan and to preliminarily plat a 53-acre tract lying north of 144th Street and east of 169 Highway; and

WHEREAS, the rezoning and conceptual plan were originally approved on May 17, 2022, while the preliminary plat was postponed until recently; and,

WHEREAS, the Planning Commission conducted public hearings on both amending the conceptual plan, as well as approving a preliminary plat for the entire development at its April meeting and recommended approval; and,

WHEREAS, the Board of Alderman approved an ordinance adopting the new conceptual plan at its' April 18 meeting for first reading, and the second reading was approved at the May 2, 2023 meeting; and

WHEREAS, with zoning and an updated conceptual plan in place, the applicants proposed Preliminary Plat would allow a new subdivision to be constructed in not less than two phases. In addition to the plat, applicant and city staff negotiated the attached development agreement that identifies the public infrastructure improvements required as a result of the development, as well as a timing schedule that will protect the city's ability to provide both the needed utilities but protect the driving public with several MODOT traffic improvements.

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

THAT THE PRELIMINARY PLAT OF FAIRVIEW CROSSING SUBDIVISION IS HEREBY APPROVED, CONDITIONED UPON EXECUTION OF THE ATTACHED DEVELOPMENT AGREEMENT.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



April 11, 2023
Preliminary Plat Approval of Clay County Parcel Id's
05-917-00-07-005.00 & 05-917-00-07-006.00

Application for a Preliminary Plat Approval – Multiphase subdivision

Code Sections:

425.275.A.3

Multiphase Plat Approval

Property Information:

Address: NE corner of 144th St. and 169 Hwy
Owner: Kansas City Properties & Investments
Current Zoning: B-3P and R-3P

Public Notice Dates:

1st Publication in Newspaper: March 23, 2023

Letters to Property Owners w/in 185': March 24, 2023

GENERAL DESCRIPTION:

The applicant obtained initial zoning approval to rezone approximately 53 acres +/- from A-1 and B-3 to R-3P and B-3P with a conceptual plan on May 17, 2022. Since that approval, and in preparation of submitting the Preliminary Plat to allow dividing lots, various issues arose with the location of easements as platted, as well as additional adjacent developments that required changes to the original Conceptual plan approved with the rezoning. That Conceptual Plan amendment is on the agenda for the same meeting as this application. If that change is approved, this application is ready for review and approval.

This new conceptual plan would amend the location of public streets to coordinate with the development to the north, as well as change the layout of some of the multi-family buildings to create a total of 316 possible dwelling units. This represents just under 10 units per acre. This plat would ultimately create 3

residential lots, and 10 commercial lots, bisected by the large overhead powerlines just east of US 169. The residential portion would include a connecting trail to encourage pedestrian access from the Hills of Shannon subdivision to the east into this development and the retail areas to be created.

GUIDELINES FOR REVIEW – PRELIMINARY PLATS *See 425.275.A.3*

Guidelines For Review. The Planning and Zoning Commission shall consider the following criteria in making a recommendation on the preliminary plat:

a. The plat conforms to these regulations and the applicable provisions of Chapter 400, Zoning Regulations, and other land use regulations.

The plat conforms to the subdivision zoning regulations of the City.

b. The plat represents an overall development pattern that is consistent with the goals and policies of the Comprehensive Plan.

The plat is consistent with the Comprehensive Plan's future land use map, and specifically addresses multiple Action Steps as follows:

HN 1.1 Support providing additional housing stock throughout the city of Smithville to meet current and future residents' needs by encouraging new residential development in areas identified in the Future Land Use Map.

HN 3.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN 3.2 Encourage clustered residential development patterns with connected active and passive open space and neighborhood and community amenities.

HN 3.4 Encourage mixed-use developments in Smithville's Downtown and the area between Downtown and the city's southern municipal boundary as a mechanism to create vibrant neighborhoods.

HN 4.1 Encourage additional residential units near existing residential uses to strengthen the neighborhoods of Smithville.

HN.4.2 Mandate pedestrian connections in new residential developments to adjacent existing or prospective neighborhoods to further strengthen Smithville's pedestrian network.

ST.2.1 Encourage a high-quality, mixed-use corridor experience along Hwy 169 between the southern municipality boundary and Route 92.

RC.2.1 Encourage development, mainly residential development, near existing and proposed trail networks.

RC.2.2 Encourage new developments to provide access and pathways to existing and proposed trail networks.

c. The development shall be laid out in such a way as to result in:

(1) Good natural surface drainage to a storm sewer or a natural watercourse.

The subdivision crisscrossed various drainage ways. The proposal is laid out to avoid interruption of those areas except when needed to detain any added runoff in accordance with city standards.

(2) A minimum amount of grading on both cut or fill and preservation of good trees and other desirable natural growth.

The area is generally an undeveloped farm field that was untended for many years that allowed many low value trees to accumulate. The grading needed will allow the drainage areas to remain protected while giving sufficient developable areas for construction.

(3) A good grade relationship with the abutting streets, preferably somewhat above the street.

Yes, to the extent possible, lots are generally above the adjacent street which will be used for access.

(4) Adequate lot width for the type or size of dwellings contemplated, including adequate side yards for light, air, access and privacy.

Yes, the lots widths meet the standards in the zoning code for the proposed districts, including all setbacks.

(5) Adequate lot depth for outdoor living space.

The lots meet the minimum sizes.

(6) Generally regular lot shapes, avoiding acute angles.

To the extent practicable with both powerline and force main easements that cross various drainage ways, the lots involved are appropriate for the multifamily and business uses intended.

(7) Adequate building lots that avoid excessive grading, footings or foundation walls.

The amount of grading is not excessive in any area so footings and foundation walls will be within the normal range.

d. The plat contains lot and land subdivision layout that is consistent with good land planning and site engineering design principles.

The plat is laid out following standard design principles.

e. The location, spacing and design of proposed streets, curb cuts and intersections are consistent with good traffic engineering design principles.

The plat contains 316 potential dwelling units and 10 commercial sites with multiple access roads, both public and private and the off site improvements required by MODOT

f. The plat is served or will be served at the time of development with all necessary public utilities and facilities, including, but not limited to, water, sewer, gas, electric and telephone service, schools, parks, recreation and open space and libraries in the form of a development agreement.

The developer and city have proposed a development agreement for both adjacent existing street improvements, off-site sewer improvements and park dedication improvements as required by the code.

g. The plat shall comply with the stormwater regulations of the City and all applicable storm drainage and floodplain regulations to ensure the public health and safety of future residents of the subdivision and upstream and downstream properties and residents. The Commission shall expressly find that the amount of off-site stormwater runoff after development will be no greater than the amount of off-site stormwater runoff before development.

The proposed layout and detention areas will not increase the amount of off-site stormwater runoff and is in accordance with engineering standards. The final design of all stormwater systems will be subject to final plan review and approval in accordance with the Final Plat procedures and the standards in place at the time of proposed construction.

h. Each lot in the plat of a residential development has adequate and safe access to/from a local street.

Yes.

i. The plat is located in an area of the City that is appropriate for current development activity; it will not contribute to sprawl nor to the need for inefficient extensions and expansions of public facilities, utilities and services.

The location is located such that it will actually reduce sprawl and all extensions and expansions of existing public facilities are completed in the most efficient manner allowable on the lot.

j. If located in an area proposed for annexation to the City, the area has been annexed prior to, or will be annexed simultaneously with plat approval.

n/a

k. The applicant agrees to dedicate land, right-of-way and easements, as may be determined to be needed, to effectuate the purposes of these regulations and the standards and requirements incorporated herein.

The development is bound by a development agreement that addresses all dedication requirements.

l. All applicable submission requirements have been satisfied in a timely manner.

m. The applicant agrees, in the form of a development agreement, to provide additional improvements, which may include any necessary upgrades to adjacent or nearby existing roads and other facilities to current standards and shall include dedication of adequate rights-of-way to meet the needs of the City's transportation plans.

Yes.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Preliminary Plat following execution of the Development Agreement.

Respectfully Submitted,

/s/ Jack Hendrix /s/
Director of Development

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this 2ND day of May, 2023, by and between **KANSAS CITY PROPERTIES & INVESTMENTS, LLC**, ("Developer") and **THE CITY OF SMITHVILLE, MISSOURI**, a Missouri Corporation ("City") as follows:

WHEREAS, Developer plans on developing its proposed subdivision known as Fairview Crossing located generally north of 144th Street and east of US 169 Highway and being proposed to contain 13 commercial/retail zoned lots and 3 multi-family residential lots containing 56 townhomes on lot 1, 192 apartment units in 24 buildings on lot 2 and 68 apartment units in 5 buildings for a total of 316 dwelling units; and

WHEREAS, the City will make certain requirements for off and on site improvements if said land is developed as a large mixed use retail/residential subdivision; and

WHEREAS, it is in the best interest of both parties to enter into an agreement as to what improvements and obligations under the city's subdivision code as well as MODOT standards will be required of Developer; and

WHEREAS, this Agreement is necessary to provide for the safety, health and general welfare of the public and to provide for the orderly development of City.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof to be in a subdivision called Fairview Crossing, the legal description of which is set forth on the Preliminary Plat thereof as Exhibit A attached hereto.

2. It is recognized that the development will require extension of waterlines from various locations upon full buildout to improve fire flows and waterline pressures for the development and the surrounding properties' and, therefore the parties agree that the Developer will, at their sole cost and expense, construct all such waterlines required for the subdivision based upon design plans and water model requirements to meet DNR requirements.

3. That the City and the Developer recognize the need for certain off-site improvements to the adjacent roads as required in the subdivision code and as a direct result of the subdivision of land into the proposed subdivision. The following road improvements shall be required of the Developer as and when stated:

a. Upon development of Lot 1, proposed to include 56 townhome units, developer shall extend the public street from 147th Street (in Fairview Crossing North) on the north to the south lot line of Lot 1. It is also a requirement, in conjunction with the development of Fairview Crossing to the north, that 147th Street be constructed as shown on that subdivision plat. All public roads shall be constructed with 5' wide sidewalks on both sides of the street. Sidewalk construction can occur with the construction of buildings upon the adjacent lots and if the adjacent area is not a developed lot, then sidewalks should be constructed at the same time as the public street.

b. The development of any of Lots 2 - 13 shall trigger the following road improvements:

i. A north-bound J-turn on US 169 Highway in accordance with and subject to final design and construction by MODOT;

ii. A south-bound J-turn on US 169 Highway in accordance with and subject to final approval of design and construction by MODOT;

iii. Remove the 144th Street/Martin Road crossing median between the north and south lanes of US 169 highway, subject to final approval of design and construction by MODOT;

iv. Adjust the eastbound and westbound lanes of 144th Street at US 169 to require right-in/right-out traffic only, subject to final approval of design and construction by MODOT;

v. Relocate the existing driveway access near the north property line of the development to the south to the Access B point on the preliminary plat, including right-in/right-out limitations onto US 169 Highway, subject to final approval of design and construction by MODOT;

vi. 144th Street, east of US 169 Highway shall be improved to city standards, and the north side of the street shall include both curb and gutters as well as 5' sidewalks in the following schedule: Upon opening the western private road, no improvements are necessary, but upon opening the public road, all improvements shall be constructed from the existing end point of the paved portion of 144th Street to the east property line adjacent to the 144th Street right

of way. All such road construction shall be subject to the City standards in effect at the time of construction, and subject to city inspection and acceptance.

vii. The public road shall be extended from the end point of construction from Lot 1 development to its' intersection with 144th Street to the south. All public roads shall be constructed with 5' wide sidewalks on both sides of the street. Sidewalk construction can occur with the construction of buildings upon the adjacent lots and if the adjacent area is not a developed lot, then sidewalks should be constructed at the same time as the public street.

4. The parties agree that the development will be required to design and construct all necessary infrastructure required to meet the then existing city standards for stormwater control at its' own cost and expense. Such construction will be in accordance with an approved stormwater study, and any updates to such study as required.

5. The parties agree that the development will be required to design and construct all necessary infrastructure required to meet the then existing city standards for gravity-flow sanitary sewers throughout the subdivision. It is understood and agreed that Phase I of the project will include just Lot 1, at which time connection of the gravity sewers for the 56 townhome units shall be made onto the existing gravity line on the south end of the Hills of Shannon subdivision. Further Phases development shall include installing an additional gravity line from the south side of the development to the east in the exiting right of way and easements along the north side of 144th Street to the pump station to be located near the terminus of the 144th Street right of

way. It is expressly understood and agreed that the development of the residential units on Lots 2 and 3 will likely include connection to this new line, along with some of the units connecting to the gravity line along the south boundary of Hills of Shannon. All such northeastern gravity shall be subject to specific capacity approval of the city's engineers during the construction design phase.

6. The parties agree that the Parkland dedication requirements of the city code shall be calculated as follows:

a. The development proposes 316 dwelling units which will result in 18.01 acres (784,602 ft²) of parkland in accordance with the subdivision formula. (316 d.u. x 2.85 census density x .02 acres per 100 = 18.01) and the development proposes 13,500ft² of fully creditable Comprehensive Plan trails. This dedication amount represents 1.7% of the required parkland dedications. The development is then obligated to provide payment in lieu of dedications in the amount of \$614.37 per dwelling unit. Such funds shall be payable prior to recording the final plat for each such phase of the development. *E.g., Phase I includes 56 dwelling units so will be required to pay a park fee of \$34,405 prior to recording said plat.*

The parties further agree that the park amenities described in the preliminary plat are subject to Section 425.230.B. In accordance with that section, and Section 425.300 the trails shown on the preliminary plat shall be constructed prior to occupancy of the 95th dwelling unit. However, the area of the trails located in the public trail easement shall be further improved to be not less than 10' wide with concrete, or an 8' concrete path with an adjacent 4' gravel/limestone path at the same grade.

7. The parties agree that except as specifically noted herein, execution of this Agreement in no way constitutes a waiver of any requirements of applicable City Ordinances with which Developer must comply and does not in any way constitute prior approval of any future proposal for development.

8. All work agreed to be performed by Developer in this Agreement shall be done only after receiving written notice from City to proceed. Notice to proceed shall not be given by the City until final construction plans have been approved by the city. The recording of any final plat shall only occur in accordance with city ordinances.

9. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.

10. This Agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing subject to the approval of both parties.

11. Any provision of this Agreement which is not enforceable according to law will be severed and the remaining provisions shall be enforced to the fullest extent permitted by law.

12. The undersigned represent that they each have the authority and capacity from the respective parties to execute this agreement.

13. This agreement shall not be effective until: (1) approved by Resolution duly enacted by the Board of Aldermen of Smithville, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

THE CITY OF SMITHVILLE, MISSOURI

ATTEST:

By _____
Damien Boley, Mayor

Linda Drummond, City Clerk

KANSAS CITY PROPERTIES & INVESTMENTS, LLC

By _____
Shane Crees, Managing Member

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On the ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Damien Boley, to me known, and who, being by me duly sworn, did say that he is the Mayor of Smithville, Missouri, and said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen and said Mayor acknowledges said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clay County, Missouri, on the day and year last written above.

Notary Public

My Commission Expires:

STATE OF MISSOURI)

COUNTY OF CLAY) ss.
)

On this ____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared _____, to me known, and who, being by me duly sworn, did say that he/she is the managing Member of Kansas City Properties & Investments, LLC, and said instrument was signed and sealed on behalf of said Kansas City Properties & Investments, LLC by authority of its Board and he/she acknowledges said instrument to be the free act and deed of said Kansas City Properties & Investments, LLC.

Kansas City Properties & Investments, LLC

Managing Member

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Clay County, Missouri, on the day and year last written above.

Notary Public

My Commission Expires:

PLANNED DEVELOPMENT OVERLAY PLAT

169 HWY & 144TH

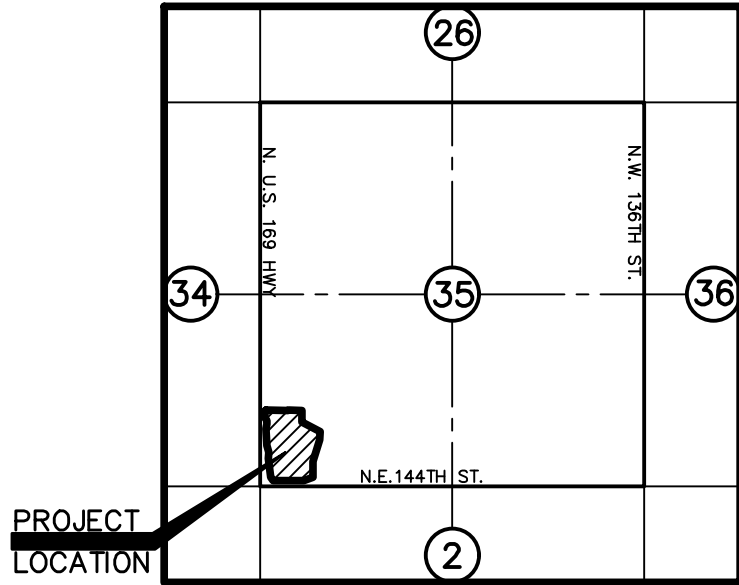
SMITHVILLE, CLAY COUNTY, MISSOURI
SW.1/4, SEC. 35-T53-R33

DEVELOPER

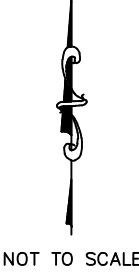
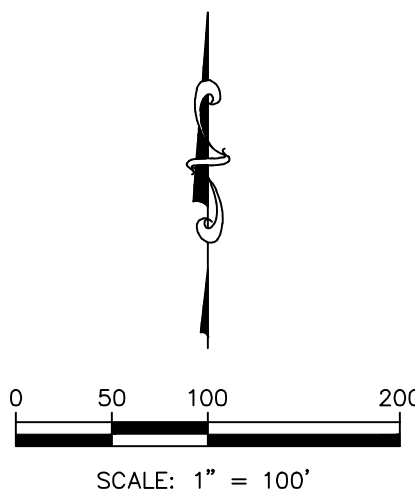
KANSAS CITY PROPERTIES & INVESTMENTS, LLC
13530 MOUNT OLIVET ROAD
SMITHVILLE, MO. 64089
CONTACT: SHANE CREES
PHONE: 816-719-9327
E-MAIL: SHANE@KCASINC.COM

PREPARED BY

KAW VALLEY ENGINEERING
8040 N. OAK TRAFFICWAY
CONTACT: MATT CROSS
PHONE: 816-468-5858
E-MAIL: cross@kveng.com



LOCATION MAP
CITY OF SMITHVILLE, MISSOURI

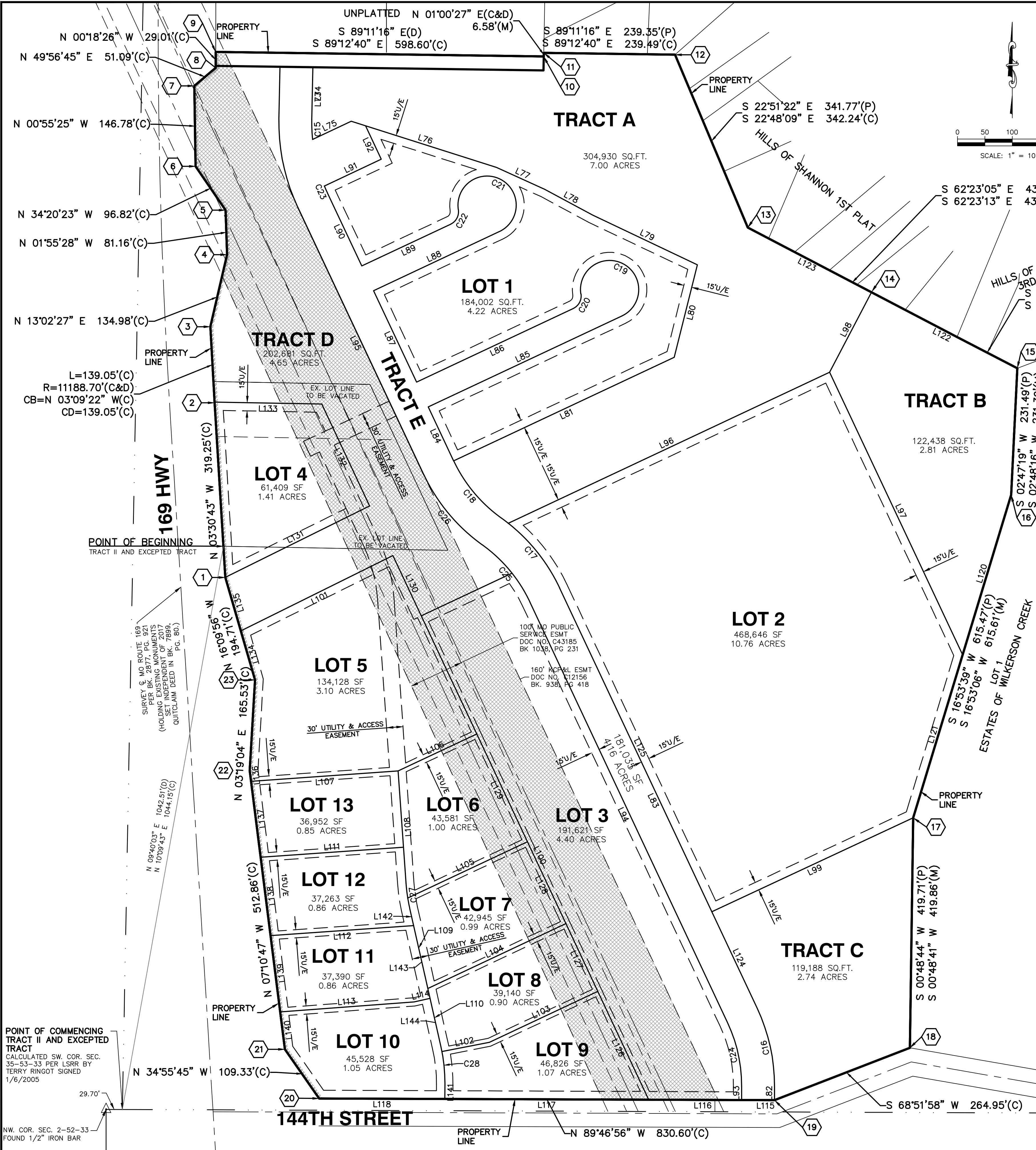


RECORD DESCRIPTION

TRACT I:
ALL OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35) IN TOWNSHIP FIFTY-THREE (53), RANGE THIRTY-THREE (33), IN CLAY COUNTY, MISSOURI, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS.
EXCEPT THE FOLLOWING DESCRIBED TRACTS:
ALL OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 00 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 50.34 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO A SET 5/8 INCH SET REBAR AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169 AND THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 330.05 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, 646.85 FEET TO A 5/8 INCH SET REBAR; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 678.96 FEET TO A 5/8 INCH SET REBAR ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 97.19 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 16 SECONDS EAST, 70.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 20.0 FEET; THENCE NORTH 86 DEGREES 46 MINUTES 16 SECONDS WEST 75.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST 540.03 FEET TO THE POINT OF BEGINNING, FILED FOR RECORD AS INSTRUMENT NO. 59666 IN BOOK 1732 AT PAGE 984.
AND EXCEPT:
A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING AND EXCEPT THE FOLLOWING PLATS ALL OF HILLS OF SHANNON - FIRST PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M29883 IN BOOK D AT PAGE 55.
ALL OF HILLS OF SHANNON - SECOND PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M72777 IN BOOK E AT PAGE 5.
ALL OF HILLS OF SHANNON - THIRD PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. N19596 IN CABINET E SLEEVE 28.
ALL OF HILLS OF SHANNON - FOURTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. Q11906 IN CABINET E SLEEVE 97.
ALL OF HILLS OF SHANNON - FIFTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. 2019039687 IN BOOK I AT PAGE 88.4.
TRACT II:
A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE:

THE MONUMENTS RECOVERED NEAR THE EAST RIGHT-OF-WAY LINE OF MO ROUTE 169 IN THE VICINITY OF TRACT II RECORDED IN QUITCLAIM DEED IN BOOK 7899, PAGE 80 DO NOT FIT THE RIGHT-OF-WAY AS ESTABLISHED BY WARRANTY DEED RECORDED IN BOOK 2877, PAGE 921. BETWEEN A COMBINATION OF FOUND STAMPED STATIONING IN THE CONCRETE CURB OF THE PAVEMENT, A 3/8" IRON BAR ON THE EAST R/W LINE OF THE SUBJECT PROPERTY AT STATION 11+410.25 METERS LEFT AND A FEW R/W MONUMENTS LYING NORTH OF THE SUBJECT PROPERTY ALSO CHECKING WELL WITH RECORD STATION AND OFFSET IT WAS DETERMINED THAT THE RIGHT-OF-WAY AS DEPICTED IN THE 2017 QUITCLAIM DID NOT FIT THE STATIONING OF THE HIGHWAY BY APPROXIMATELY 6 FEET TO THE SOUTH AND IS AT A SKEW TO THE EXISTING PAVEMENT AND RIGHT-OF-WAY AS MONUMENTED.



FLOOD STATEMENT:

THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN HEREON IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEY PARCEL LIES WITHIN FLOOD HAZARD ZONE "X, NON-SHADED" AS SAID PARCEL PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP FOR CITY OF SMITHVILLE, COMMUNITY PANEL NO. 29047C0102E, effective on 08/03/2015

STATE PLANE TRAVERSE TABLE

NUMBER	DIRECTION	DISTANCE	NORTHING	EASTING
1			1161695.863	2765109.838
2	N3° 30' 43.00"W	319.25	1162014.513	2765090.282
3	N3° 09' 22.00"W	139.05	1162153.353	2765082.626
4	N13° 02' 27.00"E	134.98	1162284.851	2765113.084
5	N1° 55' 28.00"W	81.16	1162365.966	2765110.358
6	N34° 20' 23.00"W	96.82	1162445.911	2765055.742
7	N0° 55' 25.00"W	146.78	1162592.671	2765053.376
8	N49° 56' 45.00"E	51.09	1162625.548	2765092.483
9	N0° 18' 26.00"W	29.01	1162654.558	2765092.327
10	S89° 12' 40.00"E	598.6	1162646.316	2765690.87
11	N1° 00' 27.00"E	6.58	1162652.895	2765690.986
12	S89° 12' 40.00"E	239.49	1162649.598	2765930.453
13	S22° 48' 09.00"E	342.24	1162334.105	2766063.09
14	S62° 23' 13.00"E	430.85	1162134.407	2766444.866
15	S62° 40' 26.00"E	123.92	1162077.521	2766554.957
16	S2° 48' 16.00"W	231.39	1161846.408	2766543.636
17	S16° 53' 06.00"W	615.61	1161257.338	2766364.831
18	S0° 48' 41.00"W	419.86	1160837.52	2766358.885
19	S68° 51' 58.00"W	264.95	1160741.992	2766111.756
20	N89° 46' 56.00"W	830.6	1160745.149	2765281.162
21	N34° 55' 45.00"W	109.33	1160834.785	2765218.563
22	N7° 10' 47.00"W	512.86	1161343.623	2765154.465
23	N3° 19' 04.00"E	165.53	1161508.876	2765164.045
24	N16° 09' 56.00"W	194.71	1161695.863	2765109.838

NOTE: ALL BEARINGS AND COORDINATES IN THE ABOVE TABLE ARE BASED ON THE MISSOURI STATE PLANE GRID SYSTEM, NAD 1983, WEST ZONE, USING A COMBINED GRID FACTOR OF 1.000099115 DISTANCES IN THE ABOVE TABLE ARE IN GROUND SURVEY FEET.

MATTHEW A. CROSS
ENGINEER
MO # 2020008364

8040 N. OAK TRAFFICWAY
KANSAS CITY, MISSOURI 64118
PH: (816) 468-5858
FAX: (816) 468-6651
kven@kven.com | www.kven.com

KAW VALLEY ENGINEERING

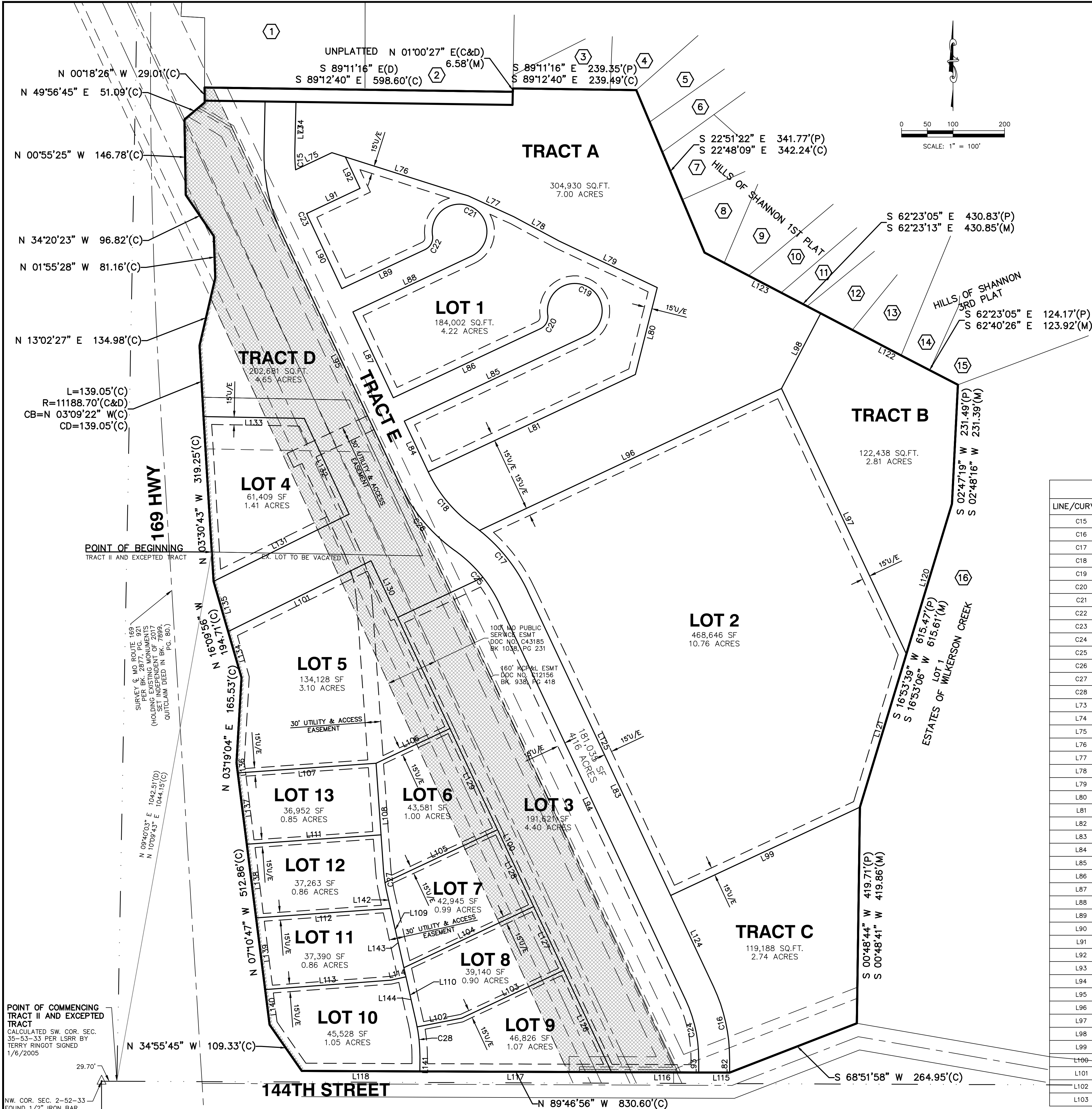
KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842.
EXPIRES 12/31/23

169 HWY & 144TH
169 HWY & 144TH
SMITHVILLE MO.

PLANNED OVERLAY DEVELOPMENT PLAT

PROJ. NO.	B21D4349
DESIGNER	MAC
DRAWN BY	JNG
CFN	4349FPLAT
SHEET	REV

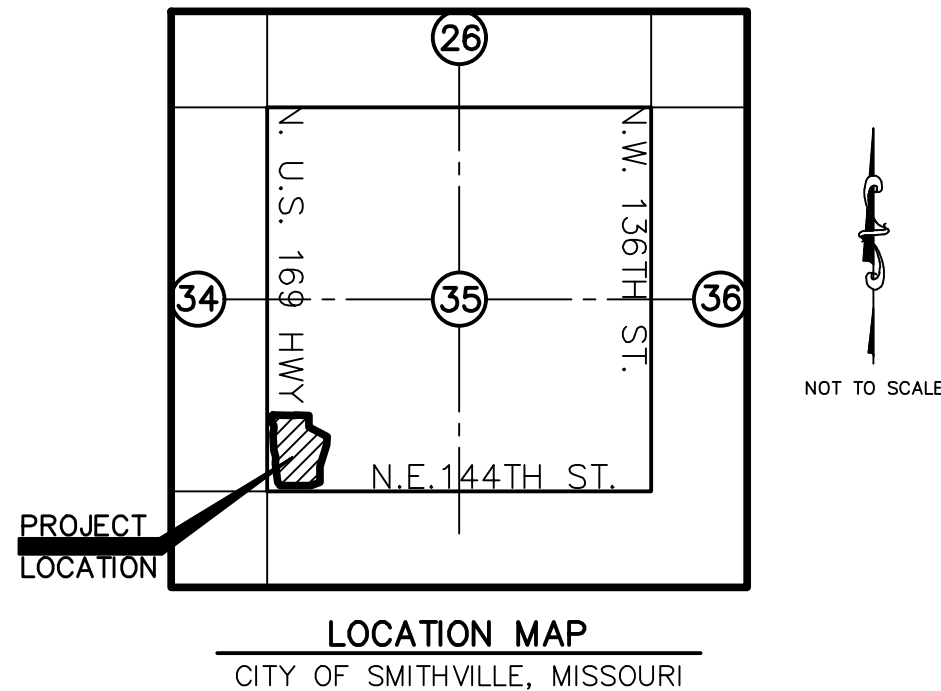
\\KVC-FILE\Projects\B21_4349_169 and 144th\DWG\SUB\PLAN\4349FPLAT.dwg, 4/4/2023 5:21:51 PM, jerrynd



PLANNED DEVELOPMENT OVERLAY PLAT
169 HWY & 144TH
SMITHVILLE, CLAY COUNTY, MISSOURI
SW.1/4, SEC. 35-T53-R33

DEVELOPER
KANSAS CITY PROPERTIES & INVESTMENTS, LLC
13530 MOUNT OLIVET ROAD
SMITHVILLE, MO. 64089
CONTACT: SHANE CREES
PHONE: 816-719-9327
E-MAIL: SHANE@KCASINC.COM

PREPARED BY
KAW VALLEY ENGINEERING
8040 N. OAK TRAFFICWAY
CONTACT: MATT CROSS
PHONE: 816-468-5858
E-MAIL: cross@kveng.com



I.D.	P.I.D.	PROPERTY ADDRESS	PROPERTY OWNER
1	05917000700700	1603 S 169 HWY	PLATTE VALLEY BANK OF MISSOURI
2	05917000700800	1601 S 169 HWY	HERSHEW, PROPERTIES LLC
3	05917000300800	105 HUDSON LN	KASINGER KEVIN RAY & JERRI LYNN
4	05917000300900	103 HUDSON LN	CHAMBERS DAVID R
5	05917000301100	14624 SHAMROCK WAY	EVERSOLE JEFF
6	05917000301200	14622 SHAMROCK WAY	BURNS LARRY D
7	05917000301400	102 GILLILAND CR	MILDENBERGER HENRY W & KARRI K
8	05917000301500	104 GILLILAND CR	ETZENHOUSER SHAWN M & MELISSA M
9	05917000301600	103 GILLILAND CR	DEVEL WILLIAM R & BRIDGETTE A
10	05917000301800	14614 SHAMROCK WAY	SUTHERLAND KATHRYN & CORWIN
11	05917000301900	14612 SHAMROCK WAY	MOORE CHRISTOPHER
12	05917000302000	14610 SHAMROCK WAY	CONE DONALD L & F DIANE
13	05917000302100	14608 SHAMROCK WAY	CONE DONALD L & F DIANE
14	05917000302200	14608 SHAMROCK WAY	RATZLOFF ROXANNE & TONY D
15	05917000302300	SHAMROCK WAY	HILLS OF SHANNON HOMES ASSOC
16	05917000700400	300 NE 144TH ST	GLANZER JAY B & PENELPE L

LINE & CURVE TABLE			
LINE/CURVE #	LINE/CHORD LENGTH	LINE/CHORD DIRECTION	RADIUS
C15	36.65	S21°7'07"E	300.00
C16	145.07	N12°28'48"W	330.00
C17	166.30	N39°46'19"W	330.00
C18	135.89	N39°47'27"W	270.00
C19	84.87	N61°59'11"W	53.00
C20	29.96	S28°00'49"W	25.00
C21	84.87	N61°59'11"W	53.00
C22	29.96	S28°00'49"W	25.00
C23	13.84	N23°53'39"W	300.00
C24	118.70	N12°28'48"W	270.00
C25	136.06	N39°46'19"W	270.00
C26	166.09	N39°47'27"W	330.00
C27	45.34	S8°20'40"E	300.00
C28	67.38	S61°3'48"E	300.00
L73	95.20	S01°13'01"W	
L74	95.20	S01°13'01"W	
L75	77.80	N64°47'03"E	
L76	278.08	S72°24'57"E	
L77	96.69	S65°32'45"E	
L78	99.37	S61°38'09"E	
L79	211.46	S64°39'08"E	
L80	174.01	S14°06'27"W	
L81	444.55	S64°49'20"W	
L82	25.32	N00°13'04"E	
L83	847.75	N25°10'40"W	
L84	108.87	N25°12'56"W	
L85	390.53	N64°49'20"E	
L86	315.73	S64°49'20"W	
L87	184.39	N25°12'56"W	
L88	253.68	N64°49'20"E	
L89	178.88	S64°49'20"W	
L90	147.20	N25°12'56"W	
L91	114.72	N64°49'20"E	
L92	67.33	N25°10'40"W	
L93	25.32	N00°13'04"E	
L94	847.75	N25°10'40"W	
L95	540.46	N25°12'56"W	
L96	648.13	N64°49'20"E	
L97	570.06	S25°10'40"E	
L98	165.81	N27°36'47"E	
L99	405.53	S64°57'41"W	
L100	975.50	N25°10'40"W	
L101	309.75	S63°38'59"W	
L102	88.22	N78°57'18"E	
L103	218.65	N64°49'20"E	

LINE & CURVE TABLE			
LINE/CURVE #	LINE/CHORD LENGTH	LINE/CHORD DIRECTION	RADIUS
L104	278.58	N64°49'20"E	
L105	241.43	N64°49'20"E	
L106	158.62	N64°49'20"E	
L107	268.93	S85°59'21"W	
L108	205.48	S04°00'39"E	
L109	150.79	S12°40'40"E	
L110	109.29	S12°40'40"E	
L111	261.21	N85°59'21"E	
L112	261.64	S85°59'21"W	
L113	244.99	N85°42'17"E	
L114	29.73	N77°19'20"E	
L115	32.06	N89°46'56"W	
L116	197.24	N89°46'56"W	
L117	372.00	N89°46'56"W	
L118	229.30	N89°46'56"W	
L120	305.15	S16°53'06"W	
L121	310.46	S16°53'06"W	
L122	300.13	N62°15'24"W	
L123	254.65	N62°40'48"W	
L124	195.31	N25°10'40"W	
L125	652.45	N25°10'40"W	
L126	218.55	N25°10'40"W	
L127	136.56	N25°10'40"W	
L128	165.00	N25°10'40"W	
L129	217.23	N25°10'40"W	
L130	121.66	N25°10'40"W	
L131	293.83	N63°38'59"E	
L132	205.35	N25°10'40"W	
L133	195.14	N88°55'38"W	
L134	93.10	S16°09'56"E	
L135	101.60	S16°09'56"E	
L136	19.92	S07°10'47"E	
L137	139.62	S07°10'47"E	
L138	144.14	S07°10'47"E	
L139	140.44	S07°10'47"E	
L140	68.75	S07°10'47"E	
L141	27.84	S00°13'04"W	
L142	33.01	S12°40'40"E	
L143	136.08	S12°40'40"E	
L144	90.99	S12°40'40"E	

		CHK
		DWN
		DSN
		DESCRIPTION
		DATE
		REV
MATTHEW A. CROSS ENGINEER MO # 2020008364		
<div>8040 N. OAK TRAFFICWAY KANSAS CITY, MISSOURI 64118 PH: (816) 468-5858 FAX: (816) 468-6651 kveng.com www.kveng.com</div> <div>KAW VALLEY ENGINEERING KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842. EXPIRES 12/31/23</div>		
169 HWY & 144TH 169 HWY & 144TH SMITHVILLE MO.		
PLANNED OVERLAY DEVELOPMENT PLAT		
PROJ. NO. B21D4349		
DESIGNER	DRAWN BY	
MAC	JNG	
CFN		
4349FPLAT		
SHEET	REV	
2 OF 3		

\\WMC-FILE\Projects\B21_4349_169 and 144th\DWG\DESIGN\PLAN\4349FPA1.dwg, 4/4/2023 5:21:53 PM, jremmyd

DEVELOPER

KANSAS CITY PROPERTIES & INVESTMENTS, LLC
13530 MOUNT OLIVET ROAD
SMITHVILLE, MO. 64089
CONTACT: SHANE CREEES
PHONE: 816-719-9327
E-MAIL: SHANE@KCASINC.COM

PREPARED BY

KAW VALLEY ENGINEERING
8040 N. OAK TRAFFICWAY
CONTACT: PHILLIP SCHNITZ
PHONE: 816-468-5858
E-MAIL: SCHNITZ@KVENG.COM

TITLE COMMITMENT:

THOMSON-AFFINITY TITLE, LLC., FOR FIRST AMERICAN TITLE INSURANCE COMPANY
FILE NO: 224738-B
COMMITMENT DATE: NOVEMBER 1, 2022 AT 8:00 AM

BASIS OF BEARINGS:

SOUTH 00°57'10" WEST ALONG THE WESTH LINE OF 'HILLS OF SHANNON' AS DETERMINED BY GLOBAL POSITIONING SYSTEM OBSERVATIONS USING MODOT VRS, 2018 GEOID, AND REFERENCED TO THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD83).

EASEMENT DEDICATION:

EASEMENTS ARE HEREBY DEDICATED FOR PUBLIC USE. AS UTILITY EASEMENT RIGHT-OF-WAY WHICH ARE SHOWN AS LYING BETWEEN THE DASHED LINES IN WIDTH INDICATED AND AS SET FORTH ON THIS PLAT UNLESS OTHERWISE NOTED, AND SIDE EASEMENTS MAY BE EMPLOYED FOR THE PURPOSE OF INSTALLING, REPAIRING AND MAINTAINING SANITARY SEWERS, STORM SEWERS, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, AND ALL OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW AND HEREAFTER USED BY THE PUBLIC OVER, UNDER AND ALONG THE STRIPS MARKED U/E.

STREET DEDICATION:

STREETS ARE SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO AND FOR PUBLIC USE ARE HEREBY DEDICATED. KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE PROPERTY AS ABOVE SET FORTH IN THE LEGAL DESCRIPTION, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, EASEMENTS, LANES, DRIVES, COURTS, STREETS AND AVENUES. THE SAME TO BE KNOWN AS FAIRVIEW CROSSING, AN ADDITION TO THE CITY OF SMITHVILLE, CLAY COUNTY MISSOURI, THE LANES, DRIVES, COURTS, STREETS AND AVENUES ARE HEREBY DEDICATED TO AND FOR THE USE OF PUBLIC, AND EASEMENTS AS INDICATED ON THE ACCOMPANYING PLAT ARE HEREBY GRANTED TO THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING ALL PUBLIC UTILITIES.

DESCRIPTION:

TRACT I:
ALL OF THE SOUTHWEST QUARTER OF SECTION THIRTY-FIVE (35) IN TOWNSHIP FIFTY-THREE (53), RANGE THIRTY-THREE (33), IN CLAY COUNTY, MISSOURI, SUBJECT TO THAT PART, IF ANY, IN STREETS, ROADWAYS, HIGHWAYS OR OTHER PUBLIC RIGHT-OF-WAYS.
EXCEPT THE FOLLOWING DESCRIBED TRACTS:
ALL OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, CLAY COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 01 DEGREE 00 MINUTES 27 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 50.34 FEET TO A POINT; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST, 79.22 FEET TO A SET 5/8 INCH SET REBAR AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169 AND THE SOUTH RIGHT-OF-WAY LINE OF COMMERCIAL AVENUE BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LIEN OF COMMERCIAL AVENUE 328.40 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 44 SECONDS WEST, 10.0 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 89 DEGREES 11 MINUTES 16 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 330.05 FEET TO A 5/8 INCH SET REBAR; THENCE SOUTH 01 DEGREES 00 MINUTES 27 SECONDS WEST ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35, 646.85 FEET TO A 5/8 INCH SET REBAR; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER 678.96 FEET TO A 5/8 INCH SET REBAR ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 169; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 97.19 FEET; THENCE SOUTH 86 DEGREES 46 MINUTES 16 SECONDS EAST, 70.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 20.0 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 16 SECONDS WEST 75.0 FEET; THENCE NORTH 03 DEGREES 13 MINUTES 44 SECONDS EAST, 540.03 FEET TO THE POINT OF BEGINNING, FILED FOR RECORD AS INSTRUMENT NO. F59666 IN BOOK 1732 AT PAGE 984.
AND EXCEPT:
A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING AND EXCEPT THE FOLLOWING PLATS ALL OF HILLS OF SHANNON - FIRST PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M29883 IN BOOK D AT PAGE 55.
ALL OF HILLS OF SHANNON - SECOND PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. M72777 IN BOOK E AT PAGE 3.
ALL OF HILLS OF SHANNON - THIRD PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. N19596 IN CABINET E SLEEVE 28.
ALL OF HILLS OF SHANNON - FOURTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. P24772 IN CABINET E SLEEVE 97.
ALL OF HILLS OF SHANNON - FIFTH PLAT, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. Q11906 IN CABINET E SLEEVE 152.
ALL OF ESTATES OF WILKERSON CREEK, A SUBDIVISION IN THE CITY OF SMITHVILLE, CLAY COUNTY, MISSOURI, FILED FOR RECORD AS INSTRUMENT NO. 2019039687 IN BOOK I AT PAGE 88.4.
TRACT II:
A TRACT OF LAND LYING AND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 53 NORTH, RANGE 33 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CLAY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF SECTION 35 TOWNSHIP 53 NORTH, RANGE 33 WEST; THENCE NORTH 09 DEGREES 40 MINUTES 03 SECONDS EAST, 1042.51 FEET TO A SET 5/8 INCH IRON PIN WITH CAP, SAID POINT BEING ON THE TRUE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 46 MINUTES 04 SECONDS WEST 255.81 FEET TO A SET COPPERWELD; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 11,188.72 FEET, A DISTANCE OF 44.56 FEET, AND CHORD BEARS NORTH 01 DEGREES 38 MINUTES 45 SECONDS WEST TO A SET COPPERWELD; THENCE SOUTH 88 DEGREES 55 MINUTES 34 SECONDS EAST 285.82 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE SOUTH 25 DEGREES 06 MINUTES 39 SECONDS EAST 334.31 FEET TO A SET 5/8 INCH IRON PIN WITH CAP; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS WEST, 418.65 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTE:

MONUMENTS RECOVERED NEAR THE EAST RIGHT-OF-WAY LINE OF MO ROUTE 169 IN THE VICINITY OF TRACT II RECORDED IN QUITCLAIM DEED IN BOOK 7899, PAGE 80 DO NOT FIT THE RIGHT-OF-WAY AS ESTABLISHED BY WARRANTY DEED RECORDED IN BOOK 2877, PAGE 921. BETWEEN A COMBINATION OF FOUND STAMPED STATIONING IN THE CONCRETE CURB OF THE PAVEMENT, A 3/8" IRON BAR ON THE EAST R/W LINE OF THE SUBJECT PROPERTY AT STATION 11+410 25 METERS LEFT AND A FEW R/W MONUMENTS LYING NORTH OF THE SUBJECT PROPERTY ALSO CHECKING WELL WITH RECORD STATION AND OFFSET IT WAS DETERMINED THAT THE RIGHT-OF-WAY AS DEPICTED IN THE 2017 QUITCLAIM DID NOT FIT THE STATIONING OF THE HIGHWAY BY APPROXIMATELY 6 FEET TO THE SOUTH AND IS AT A SKEW TO THE EXISTING PAVEMENT AND RIGHT-OF-WAY AS MONUMENTED.

RECORDER OF DEEDS:

ENTERED ON TRANSFER RECORD THIS

_____ DAY OF _____, 20____.

COUNTY RECORDER

PLAT DEDICATIONS:

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION AND PLAT SHALL HEREINAFTER BE KNOWN AS:

FAIRVIEW CROSSING

IN TESTIMONY WHEREOF, SHANE CREEES, _____ OF KANSAS CITY PROPERTIES AND INVESTMENTS, LLC, HAS CAUSED THESE PRESENTS

TO BE EXECUTED THIS _____ DAY OF _____, 20____.

BY: _____
SHANE CREEES, _____

STATE OF _____, SS.

COUNTY OF _____,

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME

_____ TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PLANNING COMMISSION:

THE FINAL PLAT OF FAIRVIEW CROSSING WAS SUBMITTED TO AND APPROVED BY

THE SMITHVILLE PLANNING AND ZONING COMMISSION ON THE _____ DAY

OF, _____, 20____.

CHAIRMAN

SECRETARY

THIS FINAL PLAT APPROVED _____ BY THE BOARD OF ALDERMEN OF SMITHVILLE, MISSOURI, THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST: _____, CITY CLERK

ENTERED ON TRANSFER RECORD THIS _____ DAY OF

_____, 20____.

COUNTY RECORDER

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT OF FAIRVIEW CROSSING NORTH IS HEREBY A TRUE REPRESENTATION OF A SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION, IS IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

169 HWY & 144TH
169 HWY & 144TH
SMITHVILLE MO.

PLANNED OVERLAY DEVELOPMENT PLAT

PROJ. NO. B21D4349	
DESIGNER MAC	DRAWN BY JNG
CFN 4349FPLAT	
SHEET 3 OF 3	REV

MATTHEW A. CROSS
ENGINEER
MO # 2020008364

8040 N. OAK TRAFFICWAY
KANSAS CITY, MISSOURI 64118
PH: (816) 468-5858 | FAX: (816) 468-6651
kce@kveng.com | www.kveng.com

KV

KAW VALLEY ENGINEERING

KAW VALLEY ENGINEERING, INC. IS AUTHORIZED TO OFFER ENGINEERING SERVICES BY MISSOURI STATE CERTIFICATE OF AUTHORITY # 000842.
EXPIRES 12/31/23

DESCRIPTION

DATE

REV

CHK

DWN

DSN



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1223, approving the assignment of an easement to Public Water Supply District #8.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1223, approving the assignment of an easement to Public Water Supply District (PWSD) #8.

SUMMARY: The City entered into an agreement with PWSD #8 in October 2016 to provide water to the District. The District's meter is located at the water tower on northwest 188th Street. In December of 2022 the District provided an easement to the City from the water tower to County Line Road for the 8-inch water main that supplies the Districts' water. Per the agreement the City owns and maintains this 8-inch main.

The PWSD #8 is in the process of relocating their meter from the water tower to the Platte/Clay County line. When complete the District will be responsible for the main from their meter to their system.

A portion of the easement the district provided to the City now needs to be re-assigned back to the district to facilitate this installation.

PREVIOUS ACTION: none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: 2016 Agreement | |
| Easement Assignment | |
| Easement Exhibit | |

RESOLUTION 1223

A RESOLUTION APPROVING THE ASSIGNMENT OF EASEMENT TO PUBLIC WATER SUPPLY DISTRICT #8

WHEREAS, the City of Smithville (City) entered into an agreement in October of 2016 to provide water to Public Water Supply District (PSWD) #8; and

WHEREAS, on December 21, 2022, PWSD #8 conveyed an easement to the City for the 8-inch main that supplies water to the District from the meter to the point of connection approximately 200 feet into Platte County; and

WHEREAS, PWSD #8 and the City have agreed that the meter will be moved to the Platte County line and the City will assign a portion of the easement recorded on December 21, 2022, back to the PWSD #8.

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

THAT the Board approves the assignment of easement to PWSD #8 and authorizes the Mayor to sign said easement.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

ASSIGNMENT OF PORTION OF WATER LINE EASEMENT

DATED: April 10, 2023

GRANTOR: City of Smithville, Missouri
107 W. Main Street, Smithville, MO 64089

GRANTEE: Public Water Supply District No. 8 of Platte County, MO

LEGAL DESCRIPTION:

A 15.00 FOOT WIDE TRACT OF LAND IN PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 53 NORTH, RANGE 33 WEST, IN PLATTE COUNTY, MISSOURI, LYING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, · N00°12'09"E, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE HEREIN DESCRIBED; THENCE S89°31'16"E ALONG A LINE 15.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, A DISTANCE OF 278.54 FEET TO A POINT ON THE PLATTE COUNTY AND CLAY COUNTY LINE, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE AND EASEMENT.

ASSIGNMENT OF PORTION OF WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Smithville, Missouri, hereinafter called GRANTOR, for and in consideration of one dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby assign, transfer and convey over to Public Water Supply District No. 8 of Platte County, Missouri and its successors and assignees, hereinafter called GRANTEE, all of its rights, title and interests to the following described portion of that certain Water Line Easement assigned to GRANTOR in instrument # 2022039253 recorded on December 21, 2022 in Book 9496 at Page 17 of the Records of the Recorder of Deeds of Clay County, Missouri, on, or as situated in Platte County, Missouri, with said Easement tract further described as:

A 15.00 FOOT WIDE TRACT OF LAND IN PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 53 NORTH, RANGE 33 WEST, IN PLATTE COUNTY, MISSOURI, LYING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, NOO°12'09"E, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE HEREIN DESCRIBED; THENCE S89°31'16"E ALONG A LINE 15.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, A DISTANCE OF 278.54 FEET TO A POINT ON THE PLATTE COUNTY AND CLAY COUNTY LINE, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE AND EASEMENT. SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR LENGTHENED TO FORM A CONTIGUOUS BOUNDARY WITH EXISTING PROPERTY LINES.

Said tract further depicted in Exhibit A, attached and incorporated by reference. GRANTEE hereby assumes and agrees to fulfill the conditions of said Water Line Easement within the above-described area.

Dated: May 2, 2023

City of Smithville, Missouri

By: _____
Damien Boley, Mayor

Attest: _____
Linda Drummond, City Clerk

STATE OF MISSOURI §
 §
COUNTY OF CLAY §

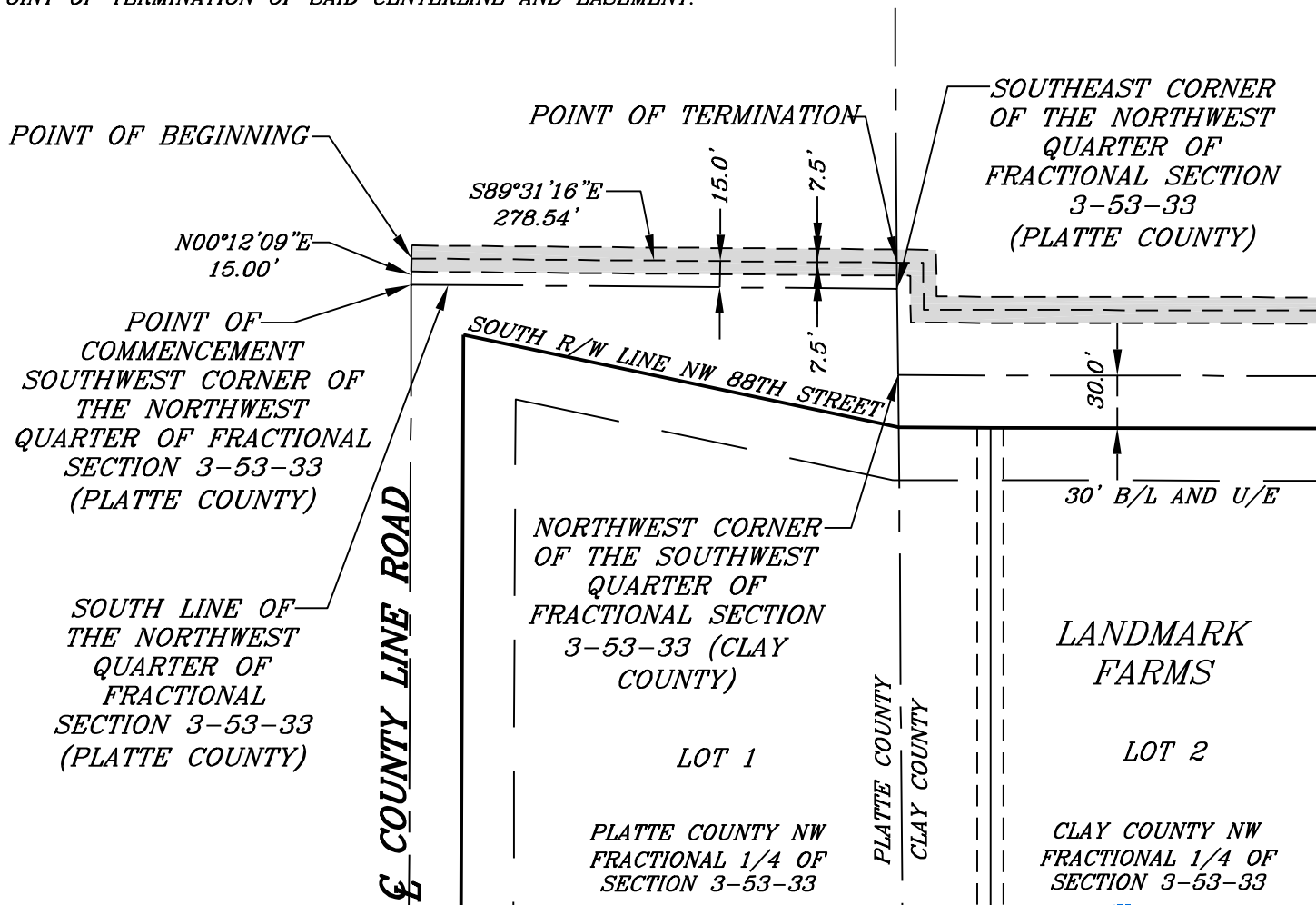
On this _____ day of _____, 2023, before me, the undersigned, Notary Public for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the Mayor of the City of Smithville, Missouri and that the foregoing instrument was signed on behalf of said City of Smithville, Missouri by authority of its Board of Aldermen, and said Mayor acknowledged the instrument to be the free act and deed of the City of Smithville, Missouri.

In witness whereof, I have hereunto set my hand and affixed my seal the date you first above written.

Notary Public

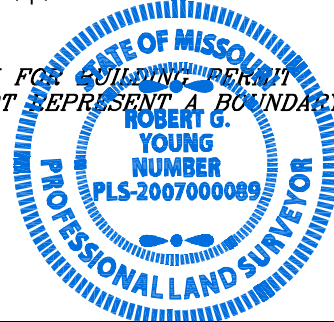
CONTAINING 4,178 SQUARE FEET
PROPERTY DESCRIPTION

A 15.00 FOOT WIDE TRACT OF LAND IN PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 53 NORTH, RANGE 33 WEST, IN PLATTE COUNTY, MISSOURI, LYING 7.50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY; N00°12'09"E, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE HEREIN DESCRIBED; THENCE S89°31'16"E ALONG A LINE 15.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID FRACTIONAL NORTHWEST QUARTER IN PLATTE COUNTY, A DISTANCE OF 278.54 FEET TO A POINT ON THE PLATTE COUNTY AND CLAY COUNTY LINE, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE AND EASEMENT.



I HEREBY DECLARE THAT THIS DRAWING WAS PREPARED UNDER MY SUPERVISION FOR BUILDING PERMIT APPLICATION AND CONSTRUCTION PURPOSES ONLY; THAT THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND THE PROPERTY LINES SHOWN HEREON HAVE NOT BEEN VERIFIED.

ROBERT G. YOUNG, PLSA 2007000089
04/07/2023



A horizontal number line with tick marks at -30, 0, 15, and 30. The segment from -30 to 0 is filled with a black and white checkerboard pattern. The segment from 0 to 30 is filled with a solid black pattern.

(IN FEET)
1 inch = 30 ft.

© COPYRIGHT 2022 R.L. BUFORD & ASSOCIATES, LLC



LAND SURVEYING - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC - MO CERT. OF
AUTHORITY LICENSE NO. LS-2010031977

P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

FOR <i>PWSD#8</i>	SEC. - TWP. - RGE. 3-53-33	COUNTY PLATTE	JOB NO. L-23037
	DATE 04/07/2023	FIELD BOOK LOOSE LEAF	PAGE LOOSE LEAF
<i>EASEMENT EXHIBIT</i>			DRAWN BY R.G.Y.

WATER PURCHASE CONTRACT

THIS CONTRACT, for the sale and purchase of water is entered into on the 18th day of October, 2016, between **THE CITY OF SMITHVILLE, MISSOURI** (Address: Smithville, Missouri 64089), a City of the Fourth Class organized and existing under the laws of the State of Missouri, hereinafter referred to as the "SELLER," or "CITY" and **PUBLIC WATER SUPPLY DISTRICT NO. 8, OF PLATTE COUNTY MISSOURI**, (Address: P.O. Box 290, Smithville, Missouri 64089), hereinafter referred to as the "PURCHASER" or "BUYER".

WITNESSETH:

WHEREAS, **PURCHASER** is organized and established under the provisions of §247.010 to and including §247.227 of the Revised Statutes of Missouri, for the purposes set forth in said statutes and operates a water supply system, and

WHEREAS, in 2006 a Water Purchase Agreement was executed by the **PURCHASER** and **CITY** for the purpose of delivering and selling water to **PURCHASER** by **CITY** which is set to expire on or about November 1, 2016; and

WHEREAS, **PURCHASER** requires a supply of treated and potable water, and

WHEREAS, **SELLER** owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the **SELLER'S** system and the estimated number of water users to be served by **PURCHASER** as shown in the plans of the system now on file in the office of the **PURCHASER**, and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The SELLER Agrees:

1. (Quality and Quantity) To furnish the **PURCHASER** at the point of delivery hereinafter specified, during the term of this Contract or any renewal or extension thereof, potable, treated water meeting applicable purity standards of the Missouri Department of Natural Resources in such quantity as is set forth in Exhibit A, which is hereto attached and incorporated herein by reference.

2. (Points of Delivery and Pressure) Water will be furnished at a reasonably constant pressure calculated at 30-50 p.s.i. from a six (6) inch main supply at a point located on the south side of State Highway KK at the city limits of **SELLER**, designated herein as Location No. 1. If a greater pressure than that normally available at the point of delivery is required by **PURCHASER**, the cost of providing such greater pressure shall be borne by the **PURCHASER**. Water will also be furnished within the fenced enclosure of City's water tower at 188th Street at 1800 g.p.m. from an eight (8) inch main supply, designated herein as Location

No. 2. "The eight (8) inch line runs from the tower to the meter within the fenced enclosure and then from the meter to a connection point near 188th Street and Countyline Road. Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe shall excuse SELLER from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To operate and maintain at its own expense at said point of delivery, the necessary metering equipment, and said SELLER agrees to calibrate such metering equipment whenever requested by PURCHASER but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the six (6) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in a corresponding period immediately prior to the failure, unless SELLER and PURCHASER shall agree upon a different amount. The metering equipment shall be read by the last day of each month. An appropriate official of PURCHASER shall have access to the meter at all reasonable times for the purpose of verifying said meter readings and for the purpose of inspection, repair and maintenance of the meter and associated electronic equipment.

4. (Billing Procedure) To furnish PURCHASER at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished PURCHASER during the preceding month.

B. The PURCHASER Agrees:

1. (Rates and Payment Date) To pay SELLER, not later than the 16th day of each month, for water delivered in accordance with the following rate: Four Dollars (\$4.00) per 1000 gallons. Any payment not made by the due date agreed to above shall be considered delinquent and the amount of the bill shall be increased ten percent (10%). If the bill is not paid within thirty (30) days from said due date SELLER reserves the right to discontinue furnishing of water until all bills for water and claims therefore are settled in full, or at its option to terminate this agreement pursuant to the terms of Paragraph C-9.

2. PURCHASER shall convey the entire easement for the eight (8) inch line from the meter to the point of connection with PURCHASER'S system over to the SELLER. This conveyance covers the entire easement which extends approximately 200 feet into Platte County west of SELLER'S city limit.

3. PURCHASER recognizes that the ownership of the eight (8) inch line from the tower to the meter and from the meter to the point of connection with PURCHASER'S system belongs exclusively to the SELLER.

C. It is further mutually agreed between SELLER and PURCHASER as follows:

1. (Term of Contract) If not terminated earlier as herein provided, this Contract shall extend for a term of fifteen (15) years from the date of November 2, 2016. After November 2, 2026, either party may terminate this agreement upon Thirty-Six Months' notice to the other party.

2. (Failure to Deliver) That **SELLER** will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish **PURCHASER** with quantities of water required by **PURCHASER**. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. In the event of a system-wide extended shortage of water, or the total supply of water available to **SELLER** is otherwise diminished over a period of time, the supply of water to **PURCHASER'S** water users shall be reduced or diminished in the same ratio or proportion as the supply to **SELLER'S** water users is reduced or diminished.

3. (Modification of Contract) That the provisions of this Contract pertaining to the rate to be paid by **PURCHASER** for water delivered as are provided in paragraph B-1 of this contract are subject to modification; however, any increase in such rates shall not be greater than the same percentage of increase as **CITY** charges its own citizen retail consumers/customers. Any such change in rate shall become effective at the same time as such change becomes effective to **CITY'S** own citizen retail customer/consumers. Notwithstanding the terms of paragraph C-1 **PURCHASER** may terminate this Agreement upon twelve (12) months' notice if said notice is given to **SELLER** within ninety (90) days of the effective day of the rate increase. **City** and **Purchaser** agree to make themselves reasonably available to meet on an annual basis to discuss this Agreement and any issues concerning this Agreement. Other provisions of this Contract may be modified or altered by mutual written agreement. **SELLER** shall provide **PURCHASER** with thirty days' notice of any price increase before the change in rate shall become effective.

4. (Regulatory Agencies) That this Contract is subject to such rules, regulations, and laws as may be applicable to similar agreements in this State and **SELLER** and **PURCHASER** will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

5. (Applicable Law -Venue) This is a cooperative Agreement authorized by Missouri Revised Statutes Section 70.210 et seq. (1994). Any litigation between the Parties with regard to this Agreement shall be in Clay County Missouri and governed by Missouri Law.

6. (Assignment) Neither **CITY** nor **BUYER** shall sell, assign, transfer, or otherwise convey any of their rights under this Agreement without the prior and expressed written consent of the other party. Each party may, in its sole discretion, refuse to consent to any proposed sale, assignment, transfer, or other conveyance.

7. (Sole Source) **BUYER** and **CITY** agree that **CITY** shall be the sole source of water for the **BUYER**. **BUYER** may use other sources of supply during an emergency or any planned outage of the **CITY** source

8. (Water Usage) **BUYER** agrees that the water purchased under the terms of this Agreement shall be used solely within the boundaries of **BUYER's** District, or to Buyers current customers (as of the date of this agreement) who receive services outside of the Buyer's district, or as they may be agreed to in the future in writing by **BUYER** and **CITY**.

9. (Contract Termination – **CITY**) Notwithstanding anything set forth above, **BUYER** understands and agrees that if it becomes delinquent with a payment, and **BUYER** has not cured such violation within thirty (30)) days of written notification of such violation, **CITY** may terminate this Agreement upon sixty (60) days written notification to **BUYER**, unless **CITY** has been paid all amounts within that period.

10. (Eight Inch Line Maintenance) **CITY** shall maintain the eight (8) inch line mentioned in paragraphs B-2 and B-3 and **PURCHASER SHALL HAVE no ownership interest therein or responsibility therefor.**

11. (FORCE MAJEURE) In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

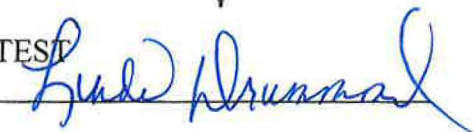
12. (Condition Precedent) This Agreement shall not be binding on **PURCHASER** until approved by resolution of the Board of Directors of **PURCHASER**, and the execution of this Contract by the President, as attested by the Clerk, was duly authorized;

13. (Condition Precedent) This Agreement shall not be binding on the **CITY** until approved by the **CITY'S** Board of Alderman by Ordinance and the execution of this Agreement by the Mayor, as attested by the City Clerk, is/was duly authorized.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in four (4) counterparts, each of which shall constitute an original.

SELLER:
CITY OF SMITHVILLE,

By: 
Mayor

ATTEST 

PURCHASER:
MISSOURI PUBLIC WATER
SUPPLY DISTRICT NO. 8 OF
PLATTE COUNTY, MISSOURI

By: 
President

ATTEST 

City Clerk

SEAL

Clerk

SEAL

EXHIBIT A

MAXIMUM & MINIMUM USAGE PER MONTH

YEAR:	MAXIMUM	MINIMUM
0	5,500,000.00	1,600,000.00
1	5,706,250.00	1,600,000.00
2	5,920,234.38	1,600,000.00
3	6,142,243.16	1,600,000.00
4	6,372,577.28	1,600,000.00
5	6,611,548.93	1,600,000.00
6	6,859,482.02	1,600,000.00
7	7,116,712.59	1,600,000.00
8	7,383,589.31	1,600,000.00
9	7,666,473.91	1,600,000.00
10	7,947,741.68	1,600,000.00
11	8,245,781.99	1,600,000.00
12	8,554,998.82	1,600,000.00
13	8,875,811.27	1,600,000.00
14	9,208,654.20	1,600,000.00
15	9,553,978.73	1,600,000.00

Year 0 starts at 5,500,000. Each year thereafter is multiplied by an assumed rate of inflation of 3.75%.



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1224, authorizing Mid-America Pump to complete the replacement and repairs for check valves and isolation valves at the water treatment plant.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1224, authorizing Mid-America Pump to complete the replacement and repairs for check valves and isolation valves at the water treatment plant in the amount of \$16,732.14.

SUMMARY:

The high service pumps at the water treatment plant have check valves to prevent water from the distribution system from backflowing into the plant. Isolation valves are also needed to be able to take pumps offline for servicing. The check valves on pumps #2 and #3 are leaking. The isolation valves also need work. Mid America Pump has provided a proposal to repair or replace these valves as necessary for the amount of \$16,732.14. See attached memo from Utilities Superintendent Robert Lemley.

PREVIOUS ACTION: none

POLICY ISSUE:

Facility / infrastructure maintenance

FINANCIAL CONSIDERATIONS:

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

ATTACHMENTS:

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

RESOLUTION 1224

A RESOLUTION AUTHORIZING MID-AMERICA PUMP TO COMPLETE THE REPLACEMENT AND REPAIRS OF THE CHECK VALVES AND ISOLATION VALVES AT THE WATER TREATMENT PLANT

WHEREAS, the City of Smithville operates a water treatment plant for the production of drinking water; and

WHEREAS, check valves and isolation valves on the high service pumps are needed for plant operation and are leaking; and

WHEREAS, Mid-America Pump has provided a quote for the repairs and replacement of these valves in the amount of \$16,732.14.

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

THAT the Board approves the proposal from Mid-America Pump for repairs and replacement of check valves and isolation valves at the water treatment plant in the amount of \$16,732.14.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



To: Cynthia Wagner and Charles Soules

From: Robert Lemley

Date: 4/5/2023

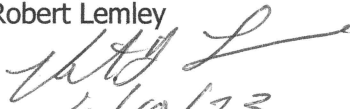
Reference: High Service Pumps #2 and #3 check valve repair/replacement and isolation valve replacement

We are currently unable to isolate high service pumps #2 or #3 to make repairs to copper fittings on the pumps or to pull pumps for rebuild/replacement. Check valves on both pumps are leaking and need either repair/replacement to prevent water flow from the distribution system backflowing into the treatment facility.

Total Cost: \$16,732.14

Utilities Superintendent

Robert Lemley


4/10/23

Public Works Director

Charles Soules

City Administrator

Cynthia Wagner



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

REPAIR PROPOSAL

SKP: 7758

Customer PO #:

Prepared By #: Brad Saul

Date: 4/5/2023

Repair Estimate: \$16,732.14

Replacement Price:

Estimated Delivery:

Customer Information

Bill To:

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

Contact Info:

First Name: Bob
Last Name: Lemley
Phone: (816) 532-0070
Fax: (816) 532-8331

Ship To:

Company:
Address:
City:
State/Zip Code:

Description of Problem

This is for repairing 1 8" check valve and replacing 1 8" isolation valve on high service pump #3; and replacing 1 8" check valve and 1 8" isolation valve on high service pump #2 at the WTP.

The work on these valves must be done after 12 (Noon) so the city has time to fill all the water towers in the morning, so there will be overtime labor

Repairing the check valve on pump #2 will cost more than replacement

Repair Description

Repair proposal to include:

1ea - repair kit for 8" check valve

1ea - new 8" check valve with lever and spring

2ea - 8" isolation valves

6ea - 8" SS bolt packs

Labor to repair 1 8" check valve and replace 1 8" isolation, repairs to be done after Noon

Labor to replace 1 8" check valve and 1 8" isolation, repairs to be done after Noon

Truck and MLS charges

Does NOT INCLUDE FREIGHT or anything else not listed above, please see terms and conditions

Lead time on the replacement valves is 6-8 weeks

Pump Information

Pump Make:

Model:

Style:

Pump RPM:

Motor RPM:

☐ Seal

☐ Packing

Serial No:

HP:

Voltage:

Coupling:

Application Information

Pumpage:

Head:

Flow:

Temp:

Viscosity:

Specific Gravity:

☐ Hazardous

☐ Rotation Left

☐ MSDS

☐ Rotation Right

Terms and Conditions

1 Freight Charges Not Included

2 Taxes Not Included

3 Expedite Fees Not Included

4 Payment Terms - Net 30

5 Warranty Period - 90 Days

6 Proposal Valid for 30 Days

7 Teardown/Inspection/Field Service Hours/MLS will be charged if Equipment is Not Repaired or Replaced through Mid-America Pump



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Administration

AGENDA ITEM: Resolution 1225, adopting Wayfinding Signage and Design Guidelines

REQUESTED BOARD ACTION:

Motion to Approve Resolution 1225, adopting the Wayfinding Signage and Guidelines package designed by KMA Design.

SUMMARY:

Last year, the City partnered with the Smithville Main Street Association to apply for a Clay County ARPA Tourism Marketing Matching Grant (TMMG) for a wayfinding and signage design guideline project to be completed by a third-party design company. The application requested \$10,000, with an anticipated \$10,000 local match by the City. On July 28, 2022, notification was received that the grant request had been approved in the amounts requested.

In October 2022, the City awarded RFQ #22-20 to KMA Design to develop the wayfinding and signage design guidelines. Once selected, the pricing submitted by KMA Design was found to be higher than the budgeted amount. Staff negotiated with KMA Design to reduce the cost. A modified cost of \$19,390 was achieved by reducing the number of site visits and shifting the responsibility of action items to staff.

During the months of November 2022 through April 2023, the working committee met biweekly as needed throughout the duration of the project. We would like to thank the committee members for all of their dedication to the project.

The committee was comprised of the following members:

Board of Aldermen: Damien Boley, Marv Atkins and Dan Ulledahl

City Staff: Gina Pate, Matt Denton and Mayra Toothman

Main Street: Alyssa Sanders

Chamber of Commerce: Alex Porter and Erika Winston

School District: Susan Whitacre and Robert Hedgecorth

The committee sought community feedback from the public in an online survey and incorporated the Board of Aldermen feedback into final design decisions.

At the Board Retreat scheduled for May 17, staff will discuss the identification of funding for future budgets to install the signage. The purpose of this resolution is to adopt the design and location plan of the guide.

Attached in the packet is the construction documents, location guidelines, and sign designs for adoption.

PREVIOUS ACTION:

October 2022 RFQ 22-20 Award, January 2023 Work Session Wayfinding Update

POLICY ISSUE:

Adoption of Wayfinding Signage & Design Guidelines

FINANCIAL CONSIDERATIONS:

Future funding will need to be identified for the installation of signage.

ATTACHMENTS:

- | | |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Wayfinding Signage and Design Guidelines | |

RESOLUTION 1225

A RESOLUTION ADOPTING THE CITY OF SMITHVILLE WAYFINDING SIGNAGE AND DESIGN GUIDELINES

WHEREAS, the Wayfinding Signage and Design Guidelines provide a plan for future signage throughout the City of Smithville; and

WHEREAS, the purpose of the designs is to provide a plan for future signage; and

WHEREAS, the Board of Aldermen entered into a contract with KMA Design to complete the Wayfinding Signage and Design Guidelines for the City of Smithville.

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

THAT the Wayfinding Signage and Design Guidelines dated March 2023 is hereby

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 2nd day of May, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



KMA DESIGN

Innovative Design For Exceptional Spaces

03-31-2023

100% CONSTRUCTION DOCUMENTS



2022-09-02 /// Exterior Wayfinding

SPECIFICATIONS

1.0 General

1.1 Related Documents

Design Intent Drawings: These drawings/specifications are for the sole purpose of visual design intent only and not intended for construction purposes.

- A. The Sign Contractor is responsible for engineering, layouts, construction technique, materials and installation.
- B. The Project Owner, Contract Owner and/or Designer shall review the shop drawings only for conformance with general design intent, and will in no way be responsible or liable for any results of construction from working drawings, materials selection, shop drawings, engineering contract documents or other agreements other than agreement with the Owner and Designer authorizing these documents.
- C. Sign Contractor shall verify and be responsible for all dimensions and conditions shown in the **Design Intent Documents**. If dimensions are missing or are unclear consult the Designer for direction. The Designer must review shop details prior to fabrication.

1.2 Performance Specifications Introduction

The purpose of this document is to serve as a reference which identifies materials, construction specifications, and quality controls, as well as signage contractor’s responsibilities and obligations.

2.0 Definition of Terms

2.1 Documents

Refers to the drawings and specifications, including all addendum and modifications incorporated therein for their execution. When applicable, additional appendages provided by Owner and/or Designer shall become part of the documents.

2.2 Project Owner / Contact

Gina Pate
Assistant City Administrator
City of Smithville, MO
107 W Main Street • Smithville, MO 64089
Phone: (816) 532-3897 (Main City Hall)

2.3 Designer / Contact

KMA Design – 1247 McEwen Avenue, Canonsburg, PA 15317
412.429.4071 – www.thekmagroup.com
Marianna Mohney – Project Manager - mem@thekmagroup.com

2.4 Signage Contractor/Fabricator

Refers to the group(s), firm(s), or corporation(s) designated in an Agreement with the Owner, and shall apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to signs and graphics, as referred in this document.

2.5 Work

As employed herein, includes any materials, equipment, construction, labor, installation, service or maintenance, and warranties required to complete the fabrication prescribed in these specifications and contract documents. This shall include, but is not limited to, all of the sign types shown in the drawings.

2.6 Addendum

Covering changes, corrections, and special interpretations of the drawings and specifications; shall become part of the documents.

2.7 Substitutions

When one or more than one product is specified and the signage contractor wishes to offer a substitute product, which will completely accomplish the purpose of the contract documents, see section 6.0 for the conditions governing all substitutions.

2.8 NIC

Refers to work not included in this contract.

2.9 Final Completion

The date when the Owner finds the entire work as described in the contract documents acceptable and fully performed, as written in the final certificate of payment.

3.0 General Conditions

3.1 Quality Assurance

The Signage Contractor shall be responsible for the quality of materials and workmanship required for execution of this contract including the materials and workmanship of any firms or individuals who act as sub-contractors. It is intended that the work described in these documents be of sound, quality construction. The Signage Contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

3.2 Commencement

The work described in these documents shall only begin when a Owner-authorized, written contract or notice to proceed has been issued to the Signage Contractor with instructions to proceed, provided other requirements havebeen met.

3.3 Contract Administration

Reviewing the quality and progress of the work and submittals received from the Signage Contractor, the Owner has no responsibility to assist the Signage Contractor in the supervision or performance of work. No action by the Owner shall in any way relieve the Signage Contractor from the responsibility for the performance of the work in accordance to the contract documents, or give rise to any negligence or other action against the Owner or anyone acting for their behalf.

Signage Contractor shall allow Owner or an authorized representative (Designer) access to his plan, excluding such areas or processes judged by the Sign Contractor to be proprietary in nature for the purpose of inspecting production techniques, materials, or other items related to the manufacturing of which the Owner is committed, or which may be contemplated.

Upon notification from the Signage Contractor that the work is complete, the Owner or authorized representative (Designer) will inspect the final installation for compliance with all approved documents.

3.4 Bidding Process

- a. All Bidder’s are required to complete the Bid Worksheet included as part of this package.
- b. Incomplete Bid Worksheets may be cause for rejection of the bid.
- c. The Owner shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.
- d. In addition to bid price, the Owner reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- e. Bidders must present evidence to the Owner, when required by them to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- f. RFI Process: All Requests for Information (RFI) must be submitted in writing via email to the following distribution list: Gina Pate, City of Smithville, MO - gpate@smithvillemo.org; Responses to RFIs will be via email to all Bidders.

3.5 Artwork

The Signage Contractor will produce all artwork for all graphics, symbols and lettering, and will submit to the City for review prior to fabrication. Artwork for specific items and logos, as noted on the drawing documents, shall be provided electronically by the Designer. All other artwork, as well as final artwork for final fabrication (including reproducible film positives) is to be provided by the Signage Contractor.

3.6 Other

Field dimensions shall be taken by the Signage Contractor prior to preparation of shop drawings and fabrication where possible. Time shall be allowed for trimming and fitting wherever the taking of field measurements before fabrication might delay work.

All supplementary parts necessary to complete each item shall be furnished by the Signage Contractor, even though

such parts are not definitely shown or specified. All anchors and other fasteners for securing work shall be included.

4.0 Signage Contractor Responsibilities

4.1 Design Responsibility

The graphic design requirements shown by the details on the sign type drawing documents are for design intent only and intended to establish basic dimensions of units or modules, profiles and sight lines of members, and appearance. Within these limitations, the Signage Contractor is responsible for fabrication of the entire system, and to make whatever modifications of and additions to the details as may be required. The visual design concept shall be maintained as shown, including members sizes, profiles and alignment of components as accurately as possible. The Signage Contractor shall supplement the general design shown with detailed shop drawings for the Owner’s approval. The shop drawings shall include major aspects of the system proposed, such as sections, shapes and connections of components and joints, how temperature movement is handled, venting, and anchorage to structure.

4.2 Statement of Application

The Signage Contractor, by commencing the work of the project, assumes overall responsibility, as part of his warranty of the work, to assure that all assembled components and parts shown that are required within the work of this project comply with the contract documents. The sign contractor shall fully warrant:

That all components specified, or required, to satisfactorily complete the installation, are compatible with each other and with the conditions of installed and expected use.

The overall effective integration and correctness of individual parts and the whole system.

Compatibility with adjoining substrate, materials and other work by other trades.

There shall be no premature material failure due to improper design of fabrication of the system. All materials are to fully perform to their normal life expectancy.

4.3 Statement of Execution

The Signage Contractor shall be responsible for all work done under this contract, including:

- a. Faulty or improper work of sub-contractor(s) and others under him by contract or otherwise.
- b. Diligent execution of work and giving personal attention and supervision to the same until complete.
- c. All delays caused by neglect on the part of the Sign Contractor or those under him by contract or otherwise.
- d. Compliance with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified.
- e. Obtaining, at the Sign Contractor’s own cost, sign/construction permits, inspection certificates which may be required of the by local authorities, or any other governing body. The Signage Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the work.

4.4 Submittals

By the approval and submission of shop drawings and samples, the Signage Contractor thereby represents that he has determined and verified all field measurements, including heights, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work and the contract documents. Refer to Section 5.0 for list of required submittals.

4.5 Special Instructions

Signage contractor shall halt the graphics work when notified of a proposed change, or unsatisfactory results are anticipated. Signage contractor shall notify the Owner or authorized representative immediately and proceed only after receiving additional instructions from the Owner or authorized representative.

4.6 Protection and Handling of Products

Signage contractor shall store all graphic items under cover and off ground; handle in such manner as to protect surfaces and to prevent damage during storage, transport, installation and throughout remaining construction; protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material; and apply covering prior to shipment from the fabricator or finishing shop. The covering shall not adversely affect finish. Signage contractor shall remove protective coverings when there is no longer any potential for damage to the graphics work from other work yet to be performed.

4.7 Shipping and Transportation

Signage Contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or their own trucks. Signage Contractor will be liable for all damage incurred during shipping and loss of time in the installation schedule.

4.8 Storage of Equipment

N/A

4.9 Warranty

- a. Upon final completion, the Signage Contractor will warrant all work and materials to be fully complete and in accordance with the contract documents and the agreement between Owner and Signage Contractor, and requirements appertaining thereto; that all work and materials are free from any and all defects and imperfections, and fully meet the manufacturer’s published performance criteria for use and purposes for which each and every part is specified.
- b. The Signage Contractor also agrees that, should any defect develop or appear, which the Owner finds was not caused by improper use, the Signage Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective material without cost to the Owner and will save the Owner harmless against

any claim, demand, loss or damage by reason of any breach of this warranty.

- c. The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last sixty (60) months unless otherwise specified. Fabricator to provide performance / maintenance / payment bonds.
- d. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the Contract Documents.
- e. Special Warranty: Manufacturer’s standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
- f. Failures include, but are not limited to, the following:
 - 1. Deterioration of polymer/acrylic finishes beyond normal weathering.
 - 2. Structural failures.
 - 3. Noise or vibration caused by thermal movements.
 - 4. Failure of system to meet performance requirements.
 - 5. Failure of operating components to function normally.

4.10 Signage Contractor Responsibilities

The period of this warranty shall commence on the date on which the Owner determines the Signage Contractor has met all Final Completion requirements. The period of said warranty shall last twelve (12) months unless otherwise specified.

5.0 Submittals

All submittals and shop drawings are to be delivered to the Designer for distribution.

5.1 Schedule

A detailed graphic schedule by phases of production and installation is to be submitted by the Sign Contractor within five (5) business days of signing of contract with the Owner.

5.2 Samples

- a. The Sign Contractor shall submit (3) 4”x 4” samples of each color and finish of exposed materials, accessories and exposed fasteners, or final material substrate to be used in the project.
- b. The Sign Contractor shall submit (1) full size sample of each pattern.

5.3 Shop Drawings

The Sign Contractor shall submit (1) one copy of electronic shop drawings in 11” x 17” format for the manufacturing, fabrication and erection of signs and graphic work at large scale, which shall show joints, anchorage, accessory items, and finishes. Shop drawings shall include accurately scaled masonry details, including finished sizes of brick, stone, mortar joints and foundations. Shop drawings shall be completed within 2 weeks the following the notice to proceed.

- a. Acceptance of shop drawings does not in any way change the construction documents. Construction documents may only be changed in writing.
- b. The Signage Contractor is responsible for reviewing shop drawings for conformance with the design intent documents and notifying, in writing, the Owner, of any variation from the documents.
- c. Changes to the shop drawings are to be made by the Signage Contractor as directed by the Designer and/or Owner. The Sign Contractor will receive 1 week for changes/updates as directed by the Designer and/or Owner.

5.4 Manufacturer’s Data

Signage Contractor shall submit (1) copy of the manufacturer’s printed specifications, anchorage details and installation, and maintenance instructions for all products to be used in the fabrication of signs and graphics work.

6.0 Substitutions

6.1 Any substitution requested will be considered under these cases:

- a. When specified product is not available.
- b. When certain product or process is specified, a warranty of performance is required, and, in the judgment of the Signage Contractor, the specified product or process will not produce the desired results.
- c. When such substitutions is in the best interest of the Owner.

6.2 Requests for substitutions of products, materials or processes other than those specified will be accompanied by the evidence that the proposed substitution:

- a. Is equal in quality and serviceability to the specified item;
- b. Will not entail changes in details and construction related to work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide cost advantage to the Owner.

The Sign Contractor shall furnish with his request such drawings, specification samples, performance data and other information as may be required of him to assist the Owner and Designer in determining whether the proposed substitution is acceptable. The burden of proof shall be upon the Signage Contractor.

6.3 Regardless of the evidence submitted or any review or independent investigation by the Owner or Designer, a

request for a substitution of products, materials, or processes is a warranty by the Signage Contractor to the Owner that the requested substitution;

- a. Is equal in quality and serviceability to the specified item;
- b. Will not entail changes in details and construction related to work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide cost advantage to the Owner.

6.4 Proposed substitutions will be made after the signing of the contract and not during the bid phase. Signage Contractor shall submit requests for substitutions to the Designer and/or Owner in writing with the first round of shop drawings, giving sufficient information and samples for evaluation with the differences in costs, if any. Substitutions must be approved in writing by the Owner and/or Designer before they may be used.

7.0 Products of Fabrication

Shop fabrication and tolerances shall conform to the standards of the industry. Signage Contractor shall perform high-quality, professional workmanship, attach materials with sufficient strength, number and spacing not to fail, and fabricate all work to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

7.1 Materials and Workmanship

- a. The Signage Contractor shall use, whenever possible, standard sizes and readily available materials to reduce cost of fabrication. All materials shall be of the highest quality and shall meet all industry standards. To establish a standard quality, design and function desired, portions of the Design Intent Documents and specifications may be based on products or manufacturers herein. When specific products are mentioned, it should be noted that the manufacturers of similar products may be considered for approvals as “equal” by the Designer upon receipt of adequate supporting data.
- b. All materials utilized for the work of this contract shall meet all applicable codes, including Fire and Life Safety codes, of authorities having jurisdiction over the projects. The Sign Contractor shall immediately report any discrepancies to the Designer for resolution. The Contractor shall not substitute products without obtaining prior written approval from the Owner and/or Designer.
- c. All sign faces shall be smooth and even, free from imperfections and disfiguring caused by such things as welding, material being too thin, fasteners and welds not being ground smooth, oil canning, staining, discoloration or uneven coloration, puckering, or any other problems not specifically mentioned herein.
- d. Climate conditions of the project site must be considered and the sign units designed and engineered to prevent problems caused by weather, expansion, contraction, condensation, and any other possible problems resulting from exposure to the elements.
- e. Weep holes, heat vents, etc., shall be considered for incorporation by the Sign Contractor on each sign type

as required and/or necessary. Weep holes, vents, access panels and other functional, but non-aesthetic, components must be placed so as to be inconspicuous as possible. All such items must be shown on the shop drawings for approval prior to fabrication.

- f. All finish work shall be smooth and free from abrasion, tool marks, visible welds, exposed fasteners or similar defects. All corners, reveals and joints shall be milled to matching adjoining pieces and shall be fabricated so that they are straight and/or configured to match the Design Intent Documents.
- g. Defective workmanship of any type shall not be tolerated and will result in rejection of the supplied product.

7.2 Systems Performance Requirements

- a. General: Signage Contractor shall engineer, fabricate and install signs to meet Performance Requirements included in these Specifications and the following criteria:
 - i. Code Compliance: Work, including structural loading, shall comply with all applicable Federal, State and Local Codes and applicable regulations of authorities having jurisdiction including ADA compliance.
 - ii. Design Criteria: The Drawings and Specifications indicate sizes, colors, layouts, profiles, critical details and dimensional requirements of signs.
- b. Windloading: All sign types and supporting devices, anchorage, etc. must be designed to withstand a wind speed of 100 mph (unless specified otherwise by the Missouri Building Code or local ordinances) on the total sign area applied in all directions and comply with all applicable codes.
- c. Thermal Movement Temperature Change (range): 120 degrees Fahrenheit ambient, 180 degrees Fahrenheit material surfaces.
- d. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

7.3 Typography & Graphics

- a. The Sign Contractor shall report any discrepancies or conflicting sign specifications, such as message too long for specified format, to the Designer for resolution.
- b. The applicable typefaces for this project shall be indicated in the design documents.
- c. Electronic art (either Macintosh or PC format) for graphics, logos and symbols shall be supplied by the Owner for the Sign Contractor’s use in producing electronically cut images, patterns, or friskets. This is the only acceptable source of art for the logos and symbols. Sign Contractor shall not use artwork included as part of these Documents for final photography or digitizing.
- d. All fonts specified must be purchased by the Sign Contractor for use in this program.

- e. All final output or implementation of typography and graphics are to be sharp (without serrated or irregular edges) and exactly true to the letter style and/or design form.
- f. Sign Contractor shall allow for hand kerning of messages, at no additional cost, in which letters and numbers, although adequately spaced, appear to the Designer to be less readable, or unsatisfactorily spaced.

7.4 Color

- a. Color Specifications: Sign Contractor shall provide products matching those listed below in both color and quality. For colors requiring a match, products shall be used which best match the Matthews Paint swatch specified. Samples shall be submitted in accordance with the requirements of Section 5.0 and of these Specifications for approval prior to fabrication.
- b. Color specifications for the work of the project are listed in the Design Documents.
- c. Consult the Design Documents to ascertain all sign components to receive color.
- d. Coatings are to accurately match the color specified. The number of coatings must be adequate to achieve the color specified. Three (3) samples of each color using the actual coating type must be submitted for approval prior to production, in accordance with Section 5.0 of these Specifications.

7.5 Finish

- a. All coating applications are to be smooth and consistently uniform. The cured coating surface is to have a uniform finish that matches the specified color and finish.
- b. Exact identification of all coatings and a description of the method of application shall be identified in the Shop Drawings.
- c. Color breaks that occur on the sign face are to be sharp, even, with no serration or color bleed. All splatters, drips, spills and over sprays shall be removed.
- d. Comply with NAAMM’s “Metal Finishes Manual for Architectural and Metal Products” for recommendations for applying and designating finishes.
- e. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- f. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

7.6 Screen Printed Media

- a. All screen-printed graphics shall be produced with ABS paint compatible with the substrate, using mesh of 390 or finer to produce clean, sharp edges.
- b. All media are to be opaque, with full even coverage, and free from dust bubbles, blemishes and other foreign matter.
- c. There shall be no streaking created by drawing squeegee over screen

7.7 Digitally Printed Graphics

- a. Applied graphics should securely adhere to sign surfaces, and be applied smoothly: free of peeling, bubbling or other application defects. Graphics are expected to resist peeling and hold to applied surfaces considering the exterior conditions (resistant to temperature fluctuations and moisture).
- b. Opaque continuous tone photo-quality print - minimum 720 DPI per sq. inch. Graphics may be printed directly to substrate and be applied smoothly: free of peeling, bubbling or other application defects. Graphics are expected to hold to applied surfaces. Graphics should utilize inks resistant to UV-A, UV-B, Xenon and weather. Any graphics used outside should be exterior-rated: resistant to vandalism, fading and other weather-related defects.

7.8 Vinyl Film

- a. Contractor shall provide opaque or reflective high performance vinyl film as indicated on the Drawings, 2 mil maximum thickness, with pressure sensitive adhesive, suitable for outdoor application to vinyl, painted surfaces, and metal applications.
- b. All machine cut vinyl typography and graphics are to be on high-grade self-adhesive 2 mil maximum high performance, cast vinyl films with a minimum of (7) years durability or approved equal (or otherwise noted). The application of the vinyl characters is to be smooth, without bubbles, ridges or other imperfections.
- c. All vinyl typography (including letters, arrows, numbers, symbols, logos, etc.) shall be digitally reproduced, and machine cut.
- d. Surface coatings should be allowed to dry a minimum of 3 to 4 days before applying vinyl letters or graphics in order to avoid bubbles forming in the vinyl from out-gassing of the curing coating.
- e. Letters for sign panels are to have positionable pressure-activated gray pigmented adhesive to provide minimal color show through.

7.9 Aluminum & Steel

Separation of Metals: There shall be no bare aluminum in contact with any other metals, wood or concrete. Contact surfaces shall be separated by a coating of zinc chromate and aluminum paint, or a heavy body bituminous paint or by a gasket.

- a. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.
- b. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- c. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.
- d. Steel Members Fabricated from Plate or Bar Stock: ASTM A 529/A 529M or ASTM A 572/A 572M, 42,000-psi (290-MPa) minimum yield strength.
- e. For steel exposed to view on completion, provide materials having flat, smooth surfaces without blemishes. Do not use materials whose surfaces exhibit pitting, seam marks, roller marks, rolled trade names, or roughness.

7.10 Brick / Brick Veneer

Yankee Hill Brick - Provide Brick And Mortar Samples To The City Of Smithville
Kansas City Brick Company
P 913-287-7200 M 913-208-0302

7.11 Acrylic Sheet

- a. White Acrylic Sheet

7.12 Paints/Coatings/Finishes

- a. Surface Preparation: Signage Contractor shall remove mill scale and rust, if present from uncoated steel and prime for painted finish.
- b. Only highest quality 2-part catalyst-hardened acrylic polymer coatings are to be used. Color fastness is of utmost importance as well as quality and other assurances against abnormal deterioration such as peeling, cracking, crazing, etc.
- c. Coatings shall be prepared as designated by the manufacturers' latest literature for surface preparation and application but in no case less than one (1) applicable primer coat and two (2) final full coats. All finished surfaces shall be uniform.
- d. All coatings (paint, ink, etc.) should have UV inhibitors, and should not fade or discolor when exposed to ultraviolet light.
- e. Colors shall match color designations as indicated on the drawings.

- f. Sign Contractor shall protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- g. All paint finishes are to be satin unless otherwise noted in the Design Drawings.

7.13 Fasteners

- a. Signage Contractor shall use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. All dissimilar materials must be separated from contact with each other. Fasteners shall be compatible with adjacent materials and substrates.
- b. Anchors and Inserts: Signage Contractor shall use nonferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Signage Contractor shall use expansion bolts or other fastening devices for drilled-in-place anchors designed to withstand all required loads. Signage Contractor shall furnish inserts, as required, to be set into concrete or masonry work.
- c. Exposed Fasteners: Sign Contractor shall finish exposed fasteners to match adjacent surfaces and as directed by Designer to achieve an attractive, finished appearance.

8.0 Fabrication

Signage Contractor shall provide sign copy to comply with the requirements indicated for size, styles, spacing, content, positions, materials, finishes, and colors of letters, numbers and symbols, and other graphic devices and construct to accurate details and dimensions as shown, and as reviewed on shop drawings. Exposed fasteners on finished sign faces will not be allowed, unless specifically indicated. Signage Contractor shall conceal wiring, conduit, and other electrical items within sign enclosures.

8.1 Shop Assembly

Signage Contractor shall pre-assemble items in shop to greatest extent possible to minimize field splicing and assembly. Signage Contractor shall disassemble units only as necessary for shipping and handling limitations. Signage Contractor shall clearly mark units for reassembly and coordinated installation.

8.2 Welding

All welding procedures shall conform to applicable AWS specifications. Type of alloy filler metal and electrodes to be that which is recommended by producer of metal to be welded, and as required for color match, strength and compatibility in the fabricated items.

8.3 Flatness of Panels

Panels shall show no visible distortion when viewed in installed position.

8.4 Cutting/Routing

Signage Contractor shall cut and route in a manner to produce smooth, true, and clean edges and corners of finished

graphics and letterforms. Graphics and letterforms having positive or negative corners, nicked, cut or ragged edges are not acceptable. Signage Contractor shall align and maintain parallel baselines and margins as indicated on the drawings.

9.0 Execution

Quality and acceptability of the fabricators’ work will be monitored throughout the fabrication and installation phases of the project. Work will be reviewed by the Designer.

9.1 Shop Reviews

Contractor shall notify Designer and Owner at least 48 hours in advance of operations requiring reviews.

9.2 Site Reviews

Upon arrival of any shipment of sign units or materials, the Sign Contractor shall inspect the shipment to verify that no damage has occurred that will adversely affect the performance or appearance of the units or materials. The Owner shall not accept, as approved, any units or materials previously rejected by the Designer and not repaired or revised to the Designer’s satisfaction.

9.3 Sign Locations

The Sign Contractor shall field-verify all proposed sign locations in the field and conduct a walk-through with the Designer and Owner in order to obtain a written approval of the proposed locations before installation of the sign units.

9.4 Punch List

Immediately after installation of the signs, the Sign Contractor shall arrange for the Owner to review the work in place and give written notice of any deviations, errors, missions or other unacceptable condition in a punch list to be prepared and distributed to the proper fabricators or consultants for correction.

9.5 Final Sign-Off

At final completion of all work, including punch list items for each group of signs, the Sign Contractor shall arrange for a final review by the Owner for the purpose of obtaining a written approval of the fabrication and installation of the units.

10.0 Installation

The installation of fixed materials shall be under the general direction of the Owner/Designer in accordance with applicable specifications and layout drawings.

10.1 Preparation

N/A

10.2 Delivery to Premise

Sign Contractor is responsible for securing staging and storage areas. Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

10.3 Anchors and Inserts

Signage Contractor shall furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of this work, provide setting drawings, templates, instructions and directions for installation of anchorage devices and provide units with exposed surfaces matching the texture and finish of metal item anchored.

10.4 Cutting/Fitting/Placement

Signage Contractor shall perform all cutting, drilling and fitting required for installation, set work accurately in location, alignment and elevation, plumb, level and true, measured from established lines and levels, and provide temporary bracing or anchors as required. Signage Contractor shall form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint fillers. Where cutting, welding and grading are required for proper shop fitting and jointing of the work, Signage Contractor shall restore finishes to eliminate any evidence of corrective work. Signage Contractor shall not cut or abrade finishes which cannot be completely restored in field. Signage Contractor shall return items with such finishes to the shop for required alterations, followed by complete refinishing or providing new units at Signage Contractor option.

10.5 Erection

All surfaces shall be covered with protective non-deleterious finish for protection until final installation or erection. Signage Contractor shall complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc., shall be retouched with same paint as previous.

10.6 Protective Coverings

Sign Contractor shall restore protective coverings which have been damaged during shipment or installation of the work, remove protection when requested for inspection of finishes and replace, retain protective coverings intact and remove simultaneously from similar finished items to preclude non-uniform oxidation and discoloration and remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

10.7 Cleaning of Premises/Signs

The Signage Contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of this work, on a daily basis. As this is an active site, all debris must be vacuumed and removed as work is completed. After installation, Signage Contractor shall clean soiled sign surfaces according to manufacturer’s written instructions, Signage Contractor shall protect signs from damage until acceptance of Owner and shall touch up all nicks, scratches, fasteners that require color.

WARRANTY / GUARANTEE

We hereby warrant and guarantee the _____ that we have installed in the _____ project for five (5) year(s) for non-illuminated products from the date of substantial completion.

We warrant and guarantee that the materials and equipment furnished under this contract are of good quality and new unless otherwise required or permitted by the contract documents; that the work will be free from defects not inherent in the quality required or permitted; and that the work conforms with the requirements of the contract documents.

We agree to repair or replace, to the satisfaction of the owner or Designer, any or all work not conforming to the contract documents, including substitutions not properly approved and authorized, workmanship or materials that prove defective within the warranty /guarantee period. This warranty/guarantee excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Any repairs or replacements shall bear an additional twelve (12) month guarantee, in addition to any remaining warranty period, as herein stated, and dated from the final acceptance of repairs or replacement.

In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have defects repaired and made good at our expense, and will pay the costs and charges; therefore, immediately upon demand.

(Signature of Contractor or Subcontractor)

Date

(Signature of Contractor) only where subcontractor is major signee

GENERAL NOTES SPECIFICATIONS

Typography

Highway Gothic - Regular

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0

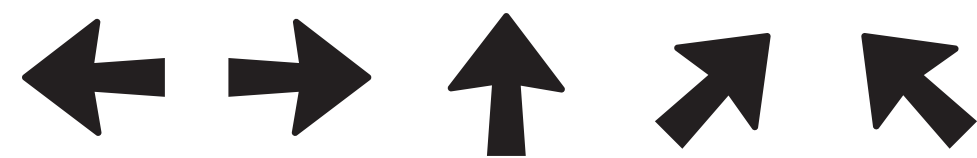
Glouchester MT - Extra Condensed

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z
1 2 3 4 5 6 7 8 9 0

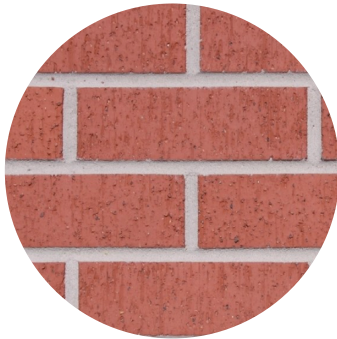
Logos

SMITHVILLE

Arrows













Brick / Brick Veneer



Kansas City Brick Company
P 913-287-7200 M 913-208-0302
Yankee Hill Brick
- Provide Brick And Mortar Samples
To The City Of Smithville

Colors

Paint	Description	Vinyl	Description
	PMS Cool Grey 4 - w/ Satin Clear		Oracal® - 951 - 730 - Simple Grey
	PMS P 179-10 C - w/ Satin Clear		Oracal® - 951 - 071 - Grey
	PMS P 179-14 C - w/ Satin Clear		Oracal® - 951 - 073 - Dark Grey
	PMS Black - w/ Satin Clear		Oracal® - 951 - 070 - Black
	PMS White - w/ Satin Clear		Oracal® - 951 - 010 - Reflective White

General Notes

01. Written dimensions on drawings take precedence over scaled dimensions. Sign contractor shall verify and be responsible for all dimensions and conditions shown on drawings.
02. Sign contractor shall verify all existing conditions prior to shop drawings and bring any discrepancy between the drawing and the actual condition to the owner's attention prior to fabrication.
03. The sign contractor shall provide signed and sealed engineered drawings for all signs including structural and wind load requirements. All Electrical Components to be UL compliant and all wiring connections shall be included in the drawing package, signed, and sealed by a licensed PE registered in the state of Missouri. Electrical engineered connections shall be submitted with the shop drawings and stamped by an engineer registered locally. City of Smothville to provide power, fabricator responsible for final hook-up.
04. All colors and finishes shall be approved by the owner prior to the production of sign units.
05. Sign contractor shall provide full size mock-ups of designated prototypes for owner approval before proceeding with sign fabrication and installation.
06. Paint / Color / Materials shown in drawings shall be continuous around edges and continuous faces. Utilize AkzoNobel® GripGard® Signage Paints. AkzoNobel 1845 Maxwell Drive, Troy, MI 48084AKZ-9000-8041. - grip-gard.com
07. Typefaces shall not be supplied to contractor. Contractor shall obtain the licensed edition for their own use.
08. Ensure Perpendicular signs are installed with with a maximum tolerance of 3 degrees angled toward the road.

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

SIGN FAMILY SPECIFICATIONS

Project:

City of Smithville, MO
Exterior Wayfinding

Address:

City of Smithville-107 W Main Street
Smithville, MO 64089

Project Number:

2022-09-02

Date:

03-31-2023

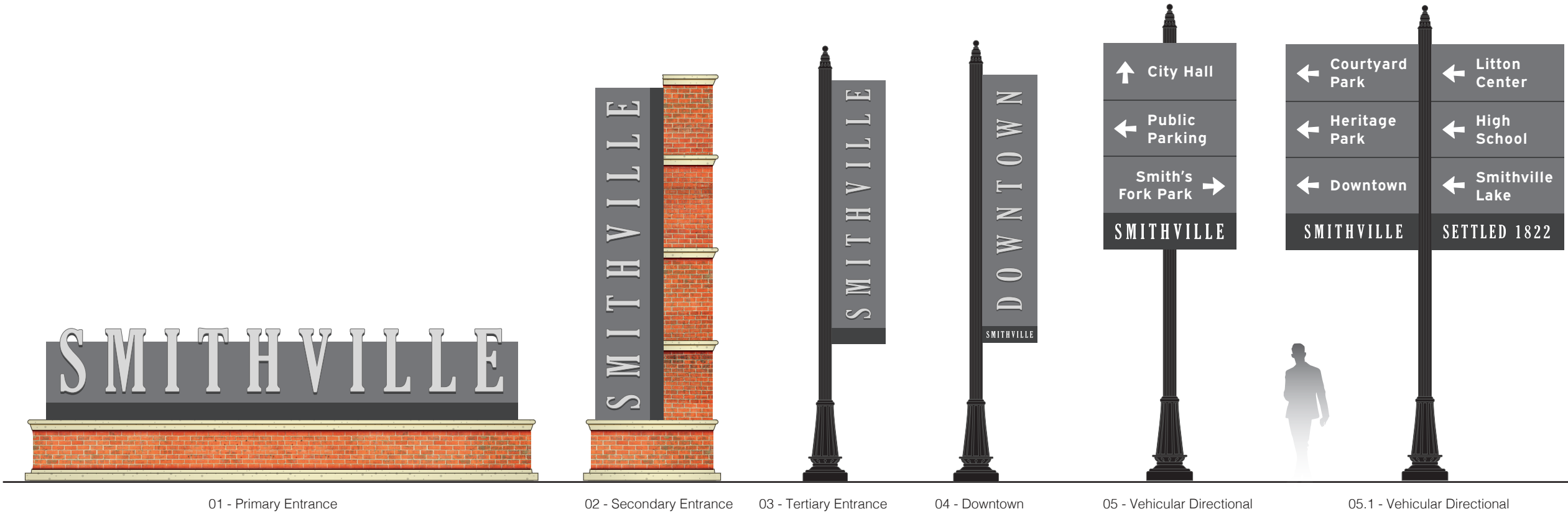
Project Manager:

Marianna Mohney

Sign Type:

Issued for:

75% Construction Documents

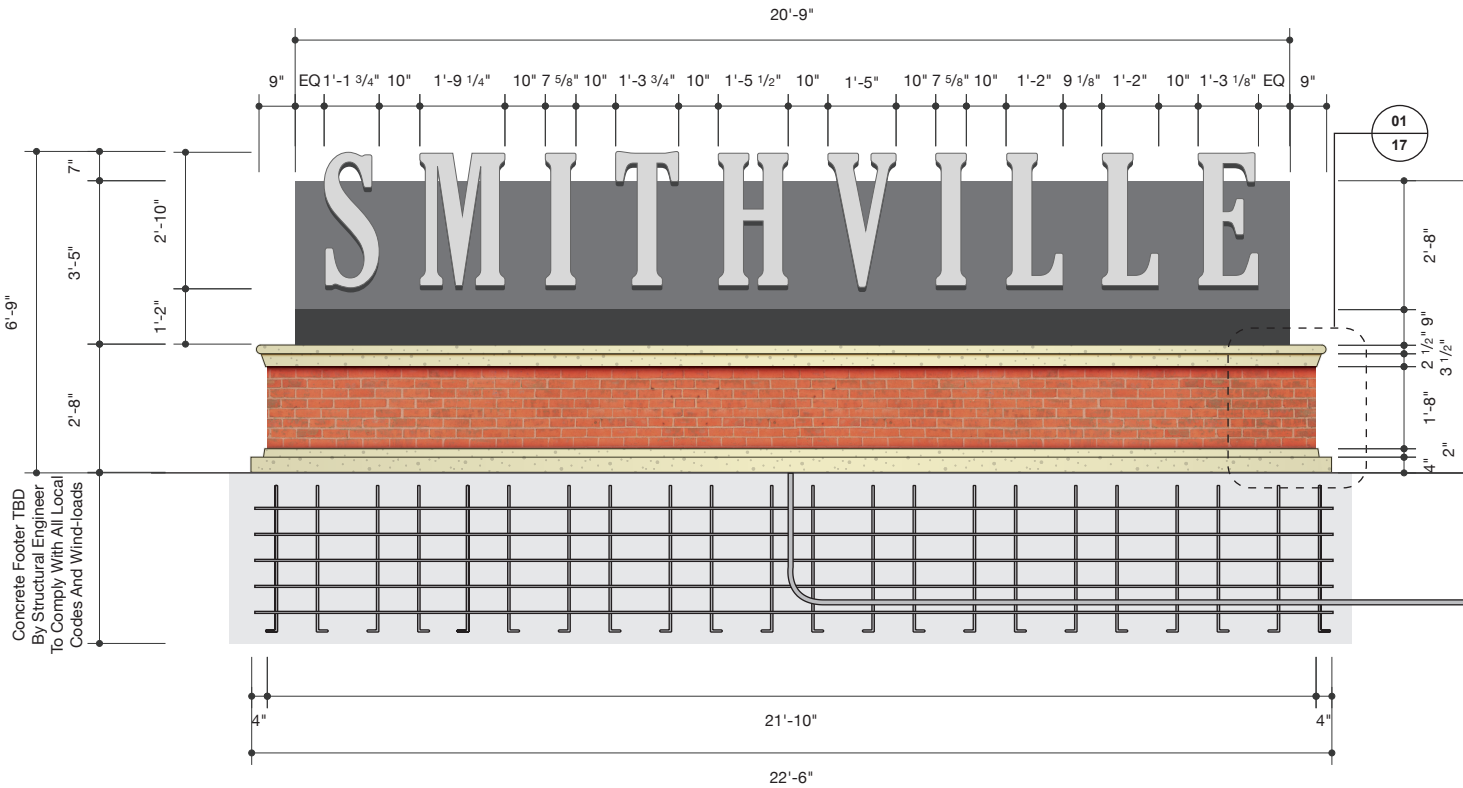


No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

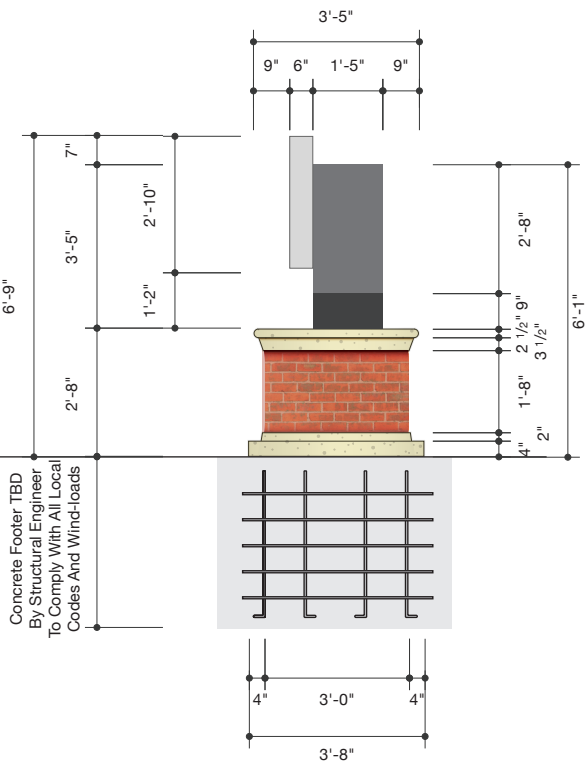
DRAWINGS / DETAILS SPECIFICATIONS

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



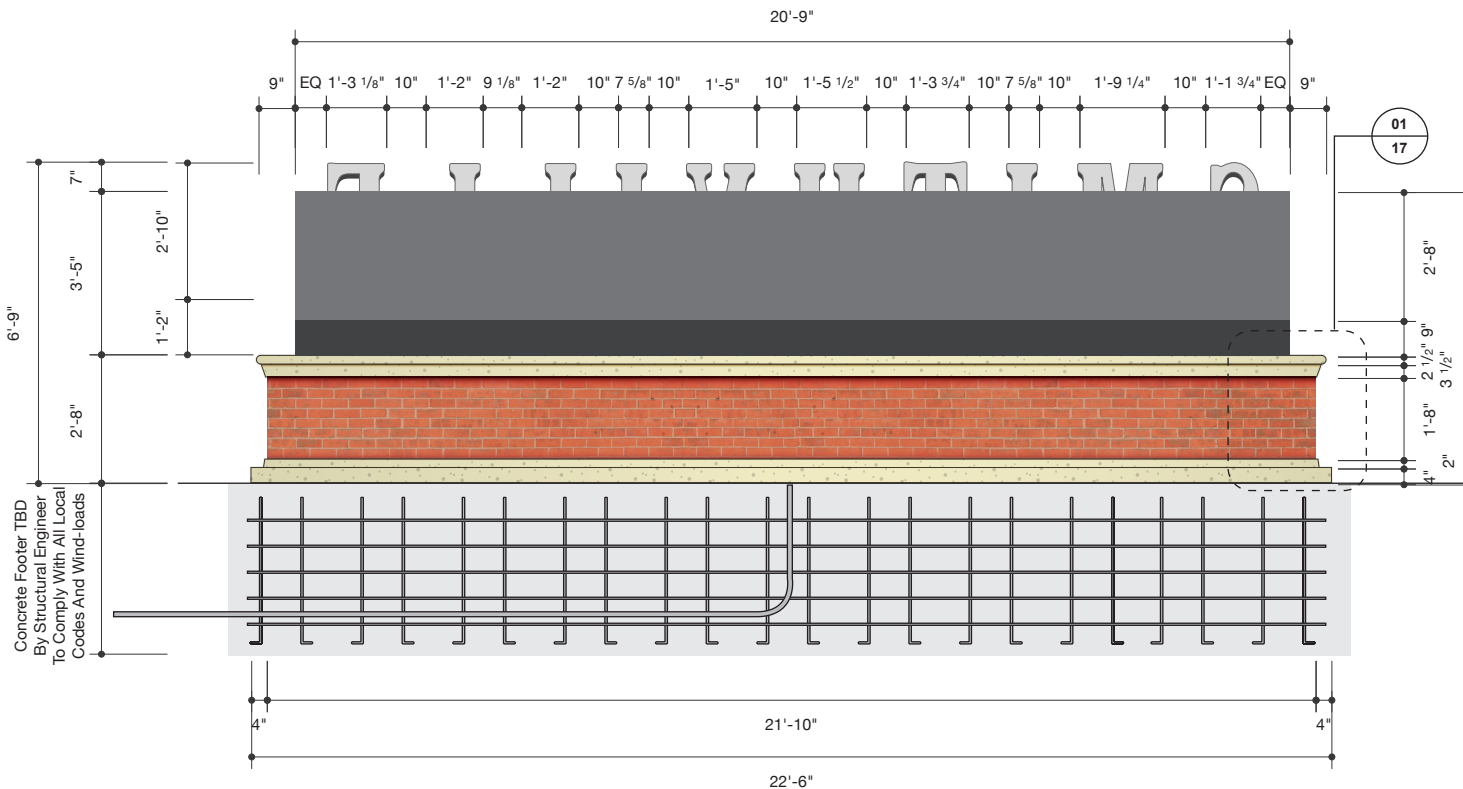
01 - Primary Entrance (Front)
Elevation

Scale - 1/4" = 1' 0"



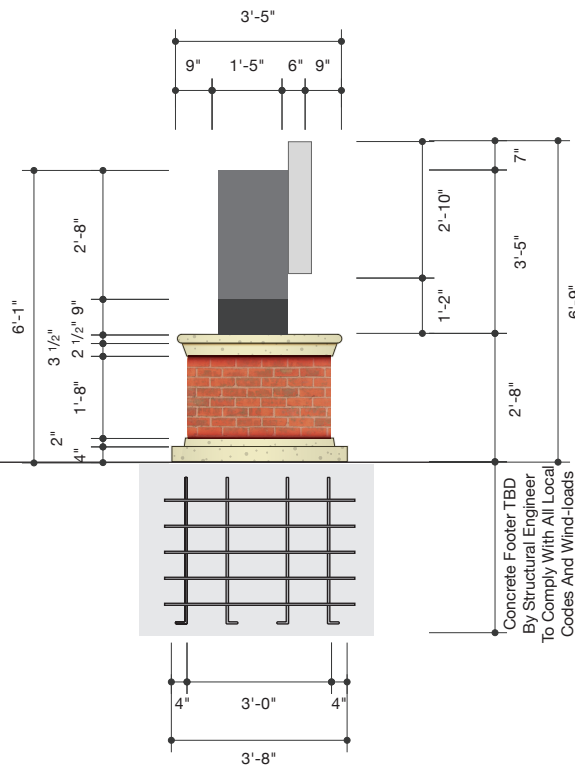
02 - Primary Entrance
End View

Scale - 1/4" = 1' 0"



03 - Primary Entrance (Back)
Elevation

Scale - 1/4" = 1' 0"



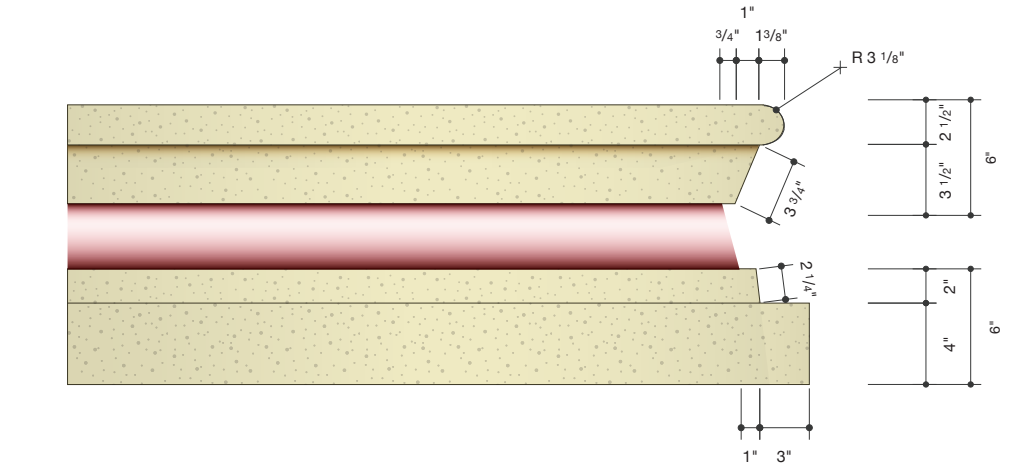
04 - Primary Entrance
End View

Scale - 1/4" = 1' 0"

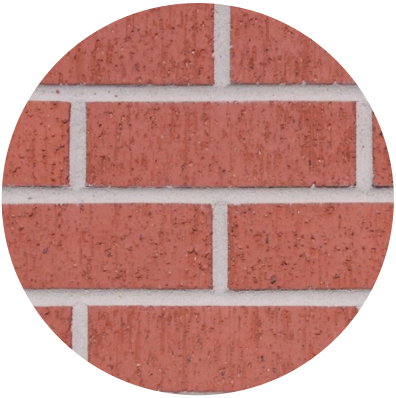
No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents

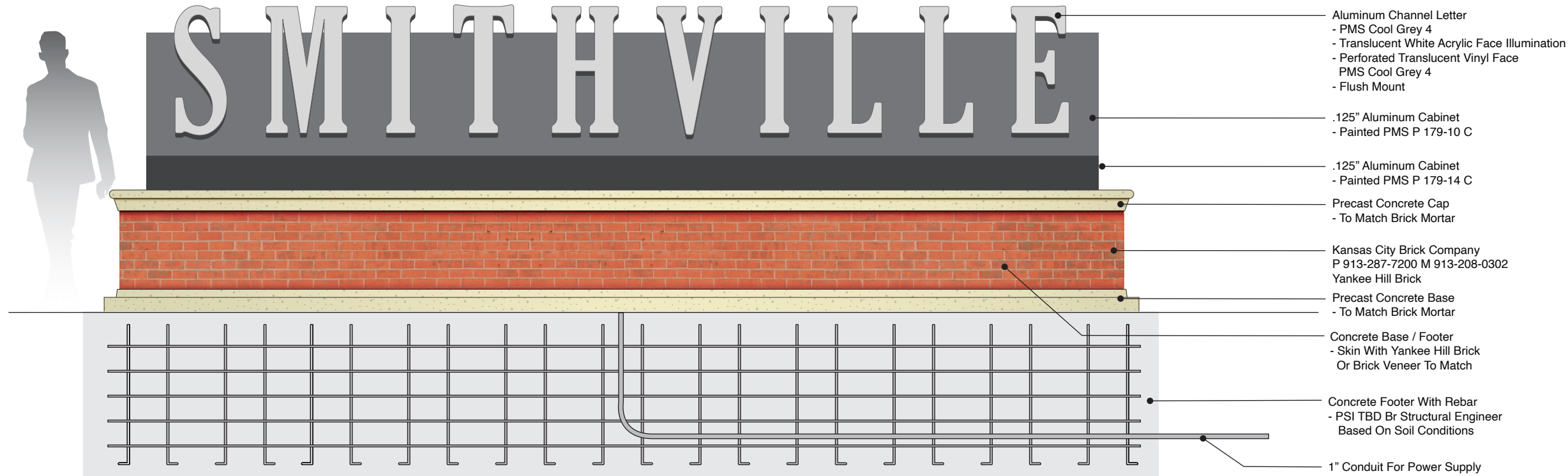


Kansas City Brick Company
P 913-287-7200 M 913-208-0302
Yankee Hill Brick



01 02 - Secondary Entrance
Precast Details
Scale - NTS

02 02 - Secondary Entrance
Brick Details
Scale - NTS



03 01 - Primary Entrance (Front)
Elevation - Materials
Scale - 1/2" = 1' 0"

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Project: City of Smithville, MO
Exterior Wayfinding

Address: City of Smithville-107 W Main Street
Smithville, MO 64089

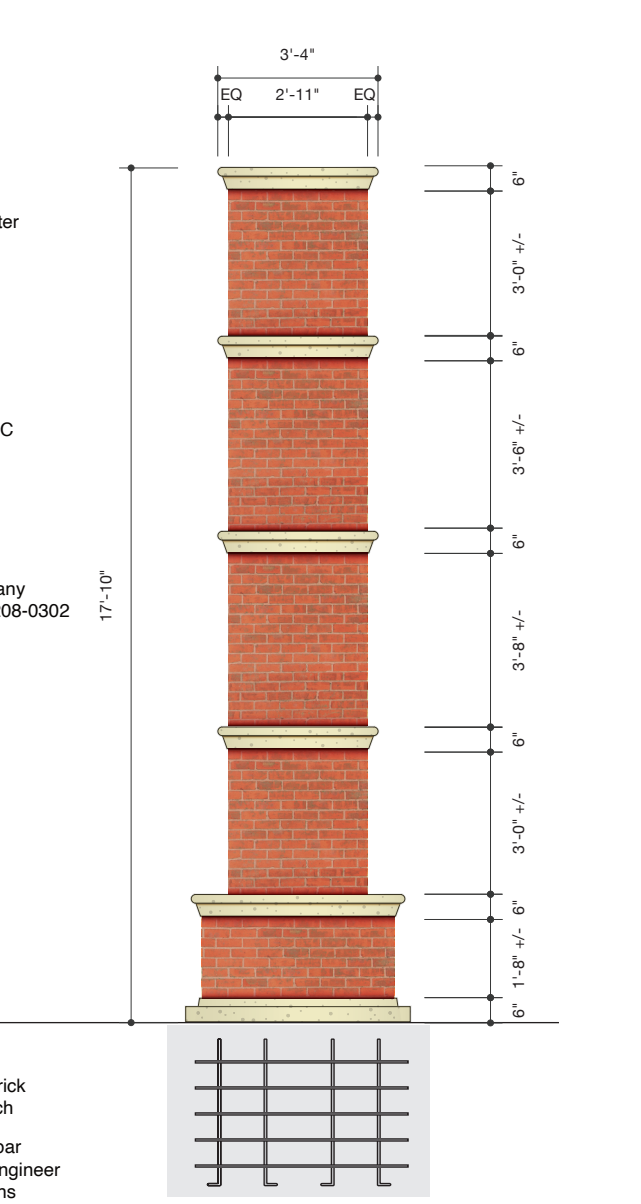
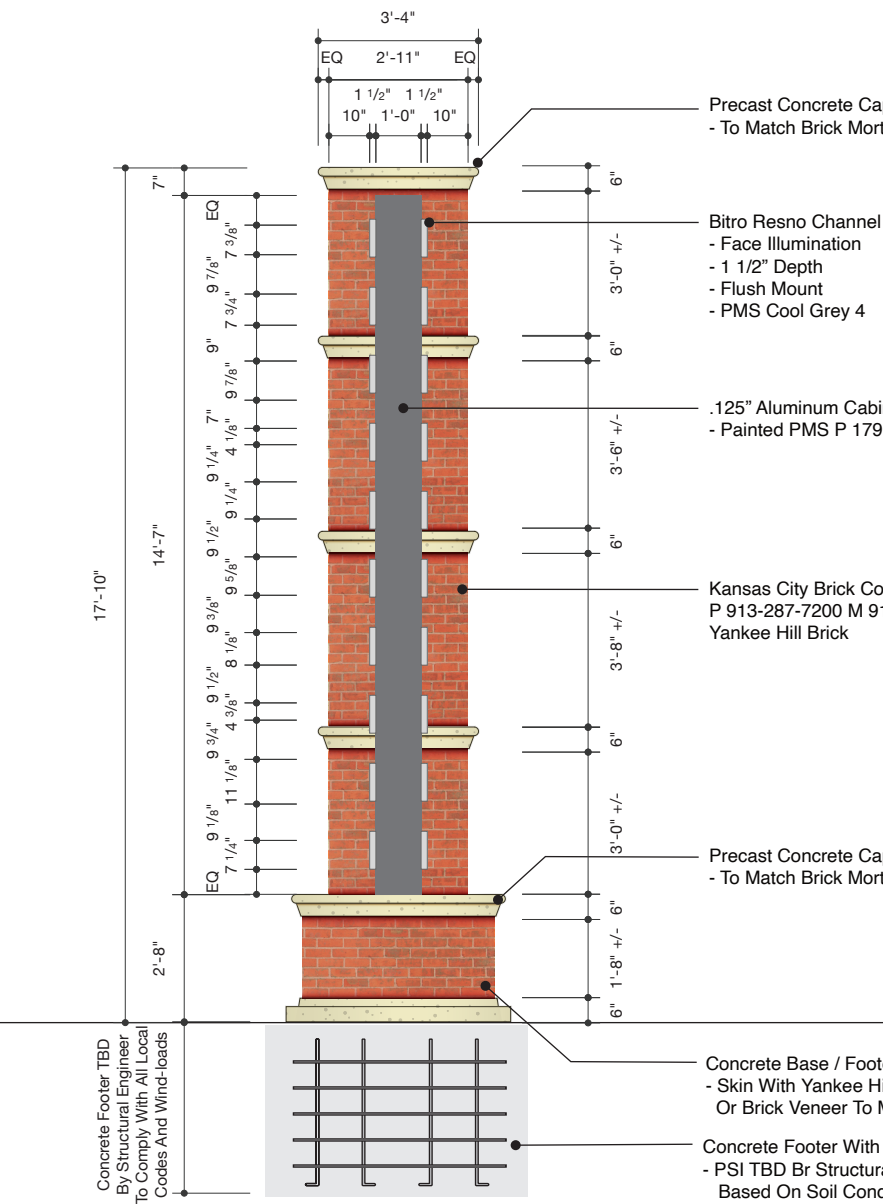
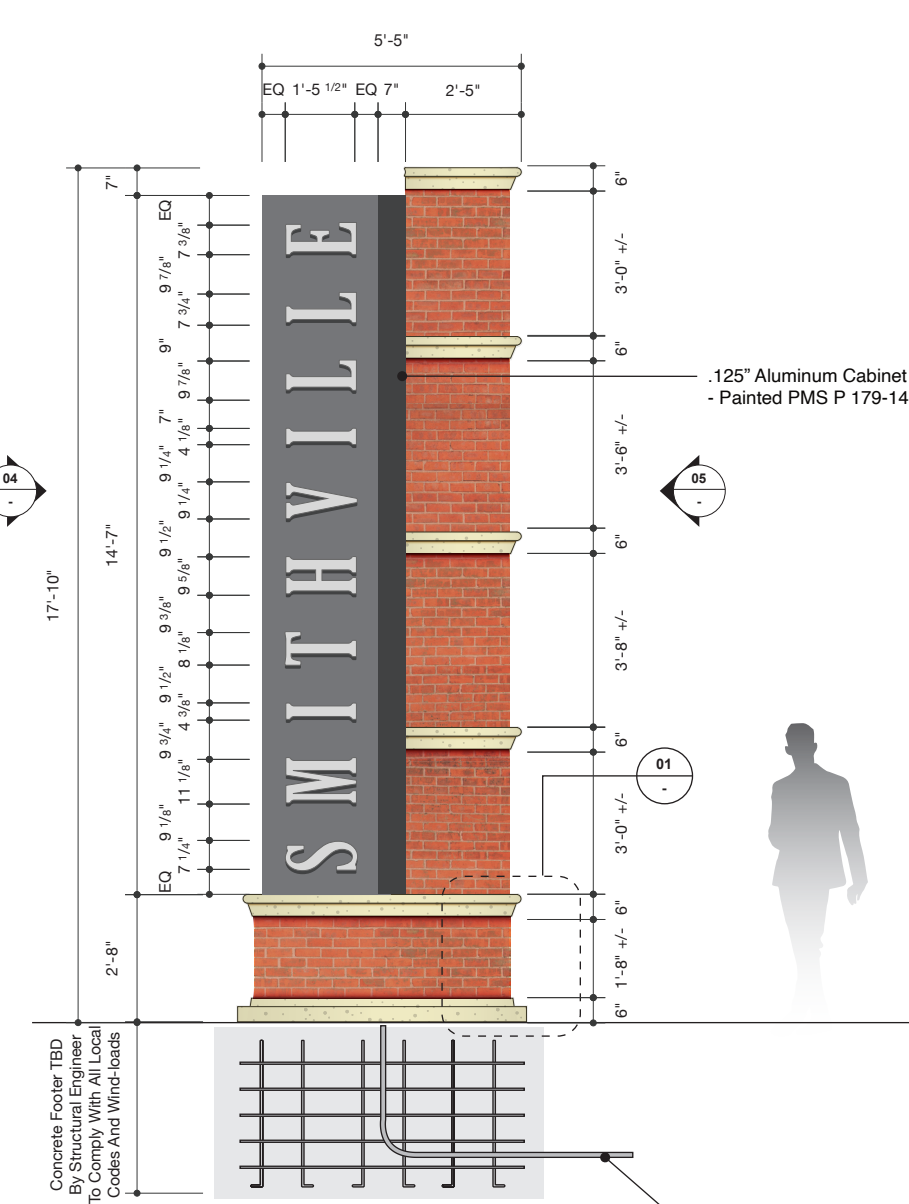
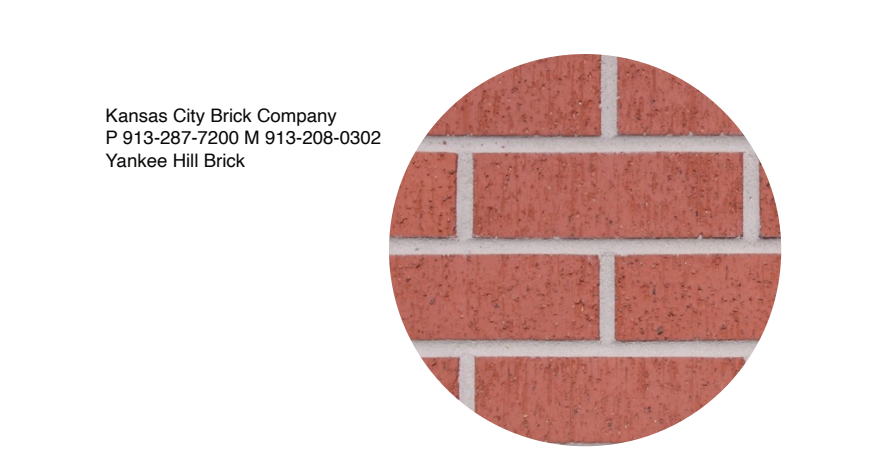
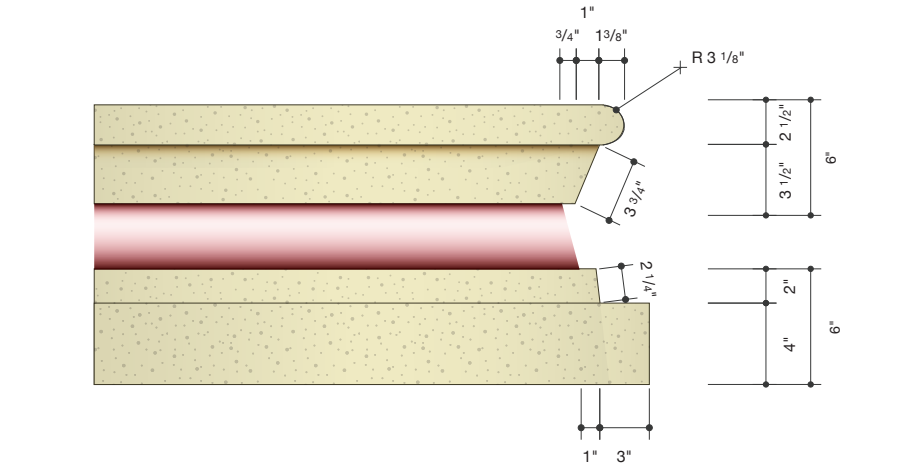
Project Number: 2022-09-02

Date: 03-31-2023

Project Manager: Marianna Mohney

Sign Type:

Issued for: 75% Construction Documents



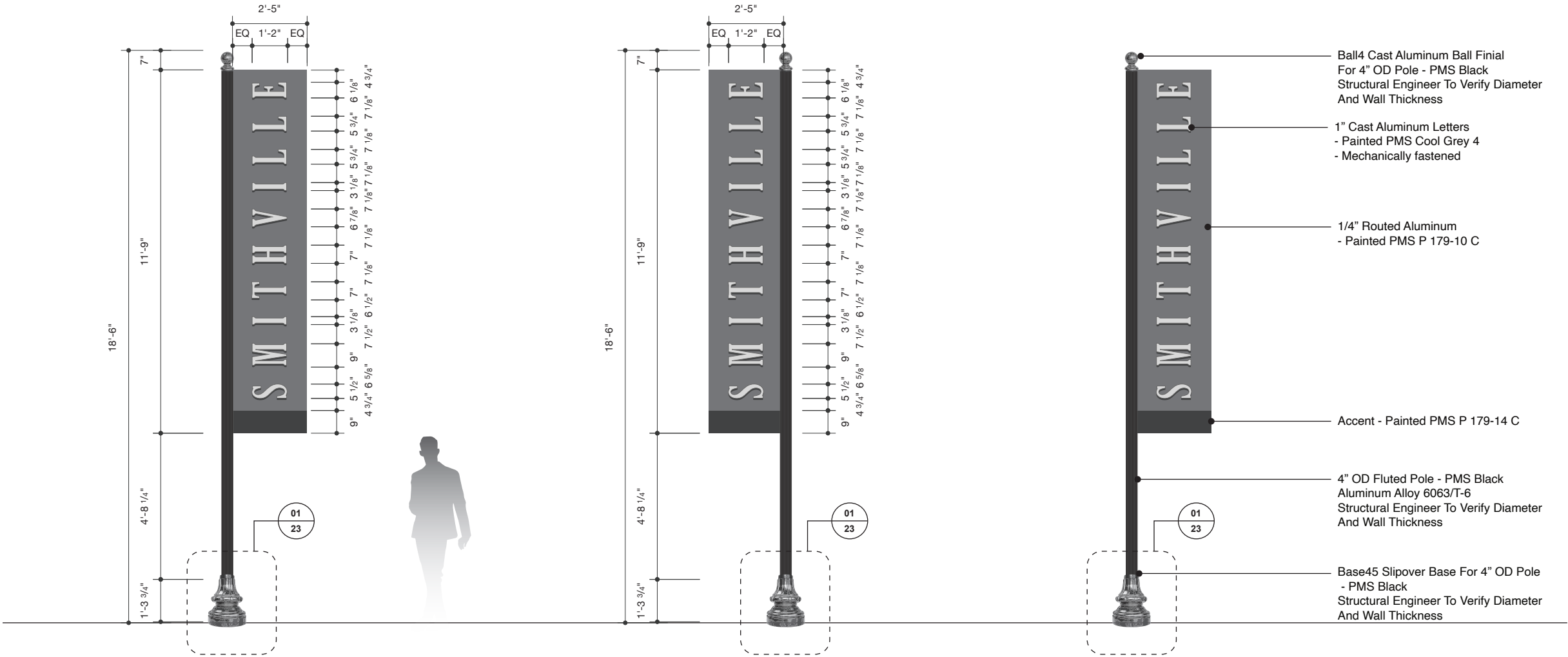
No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.



01 03 - Tertiary Entrance
Elevation - Details

Scale - NTS



02 03 - Tertiary Entrance
Elevation - Side A

Scale - 1/4" = 1' 0"

03 03 - Tertiary Entrance
Elevation - Side B

Scale - 1/4" = 1' 0"

04 03 - Tertiary Entrance
Elevation - Materials

Scale - 1/4" = 1' 0"

Project: City of Smithville, MO
Exterior Wayfinding

Address: City of Smithville-107 W Main Street
Smithville, MO 64089

Project Number: 2022-09-02

Date: 03-31-2023

Project Manager: Marianna Mohney

Sign Type:

Issued for: 75% Construction Documents

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

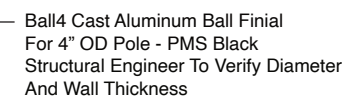
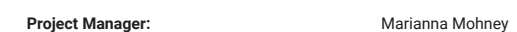
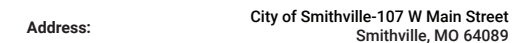
Sheet:



.125 Wall Thickness



Finial Secures To Pole With Set Screws



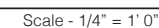
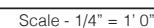
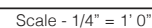
- 1" Cast Aluminum Letters
- Painted PMS Cool Grey 4
- Mechanically fastened

- 1/4" Routed Aluminum
- Painted PMS P 179-10 C

- Accent - Painted PMS P 179-14 C
- Text - Painted PMS White

- 4" OD Fluted Pole - PMS Black Aluminum Alloy 6063/T-6
Structural Engineer To Verify Diameter And Wall Thickness

- Base45 Slipover Base For 4" OD Pole
- PMS Black
Structural Engineer To Verify Diameter
And Wall Thickness



These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Sheet: 20



.125 Wall Thickness



Finial Secures To Pole With Set Screws

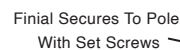




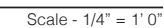
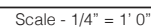
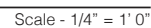
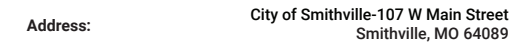
.125 Wall Thickness



4" OD
4" OD Fluted Pole
Aluminum Alloy 6063/T-6

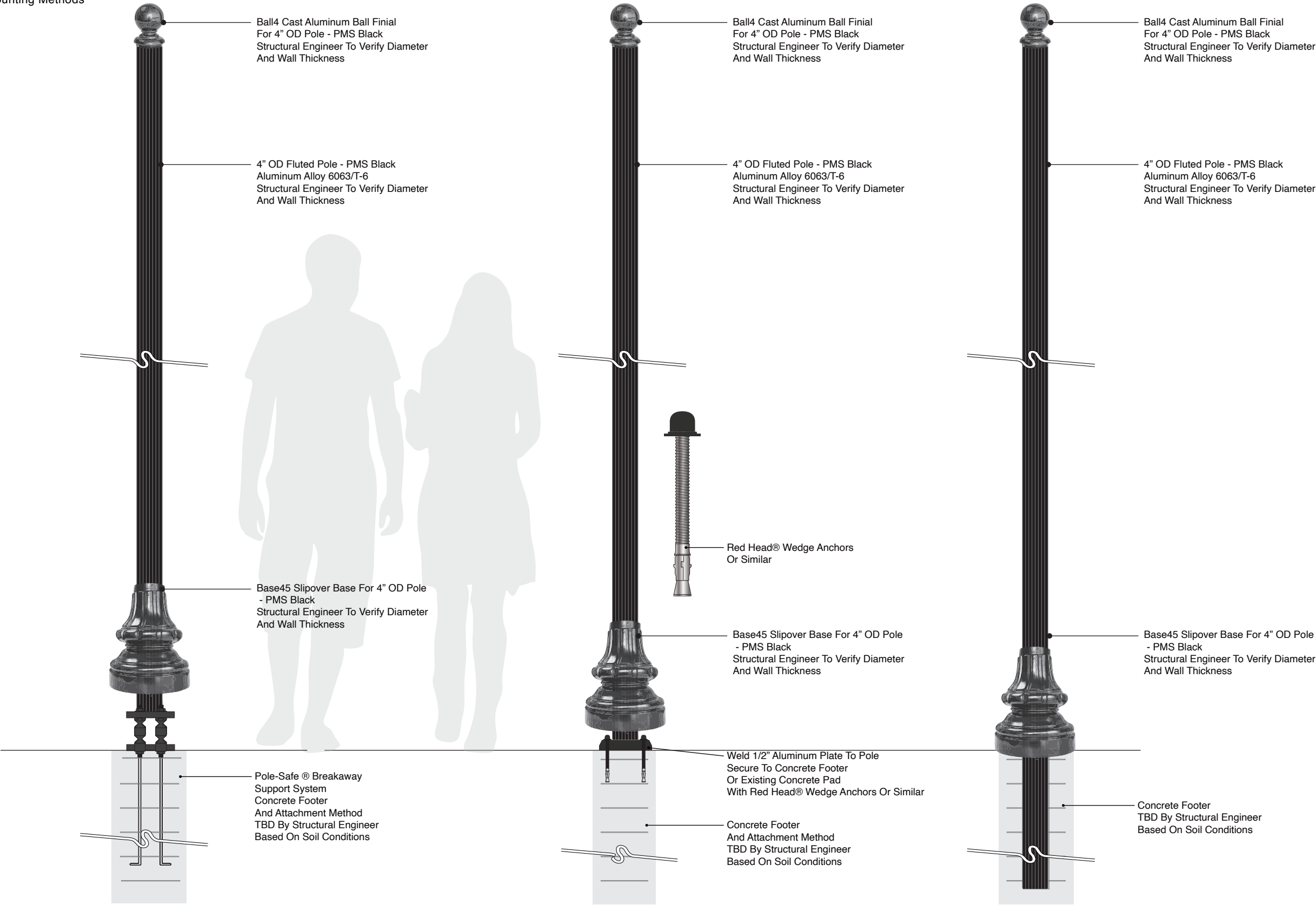


Ball4
Cast Aluminum Ball Finial
For 4" OD pole



Sheet:

Pole Mounting Methods



Breakaway Base

Concrete Mount

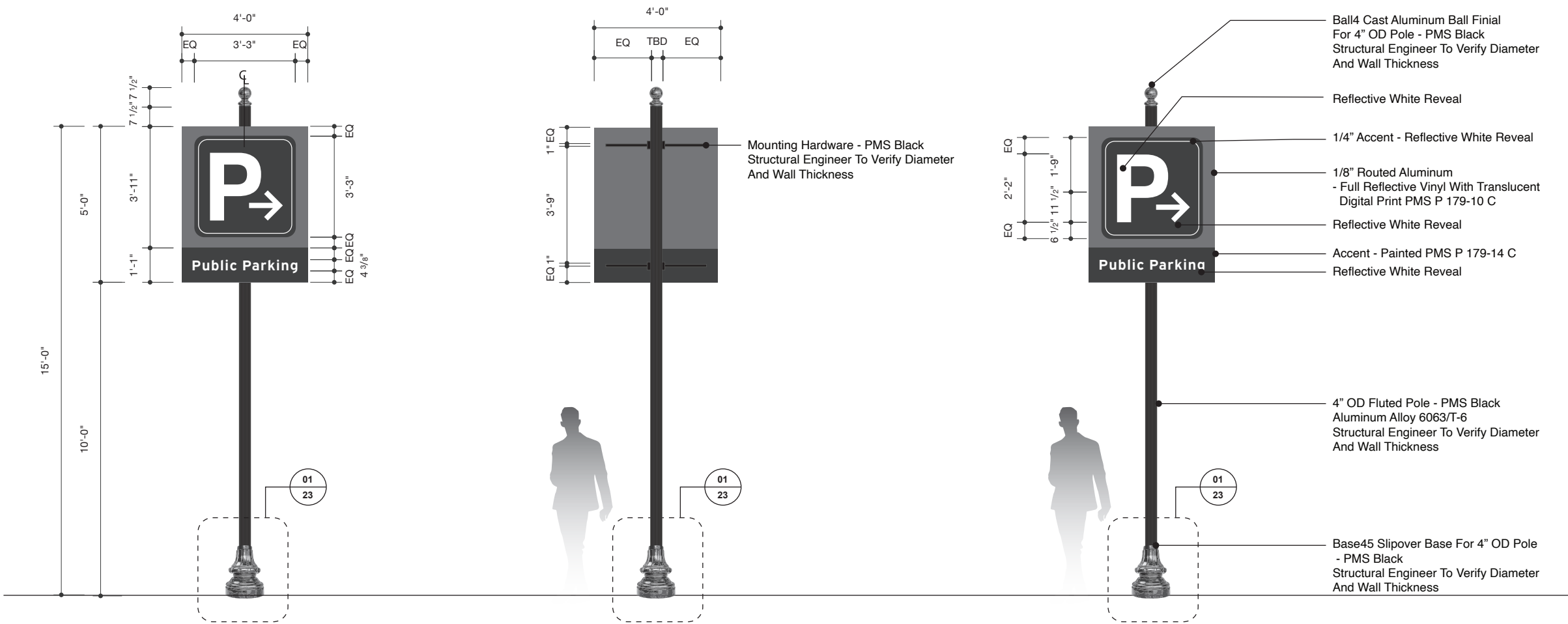
Direct Burial

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohny
Sign Type:	
Issued for:	75% Construction Documents

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



01 06 - Parking Directional
Elevation - Side A
Scale - 1/4" = 1' 0"

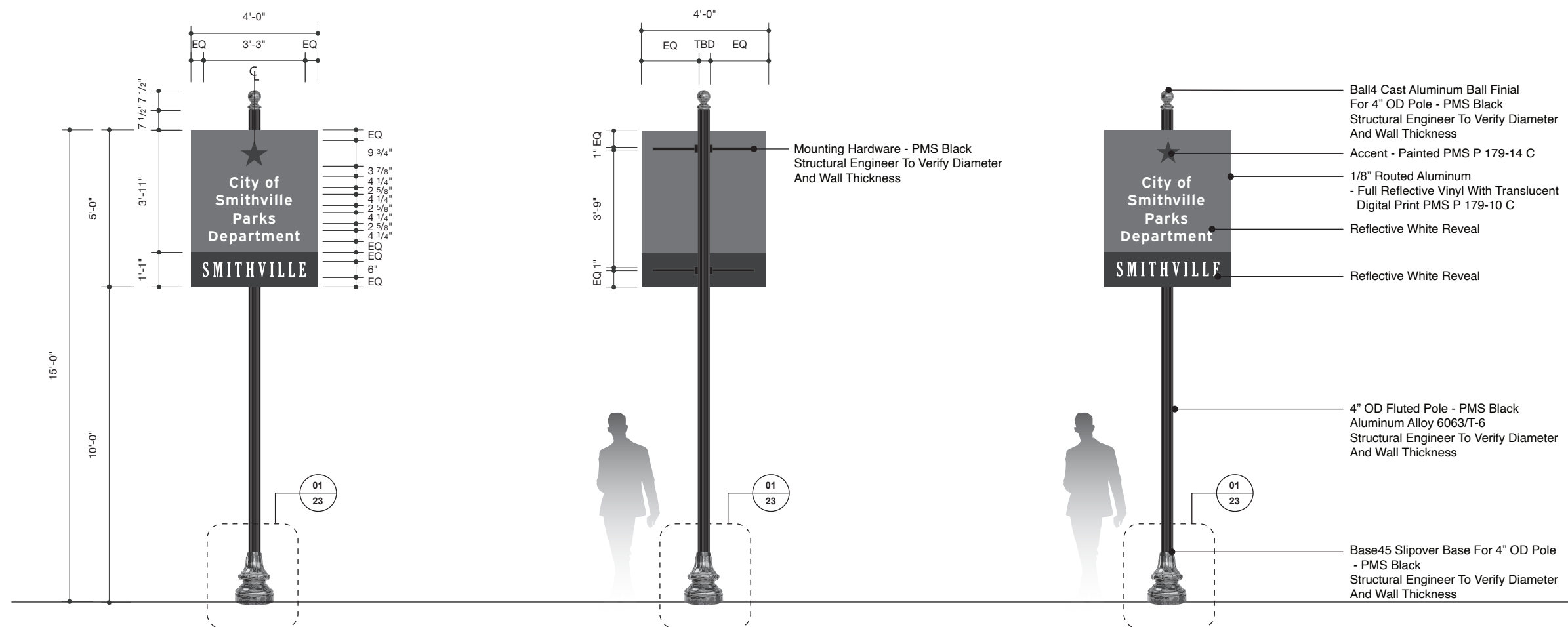
02 06 - Parking Directional
Elevation - Side B
Scale - 1/4" = 1' 0"

03 06 - Parking Directional
Elevation - Materials
Scale - 1/4" = 1' 0"

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



01 07 - Destination Identification
 Elevation - Side A Scale - 1/4" = 1' 0"

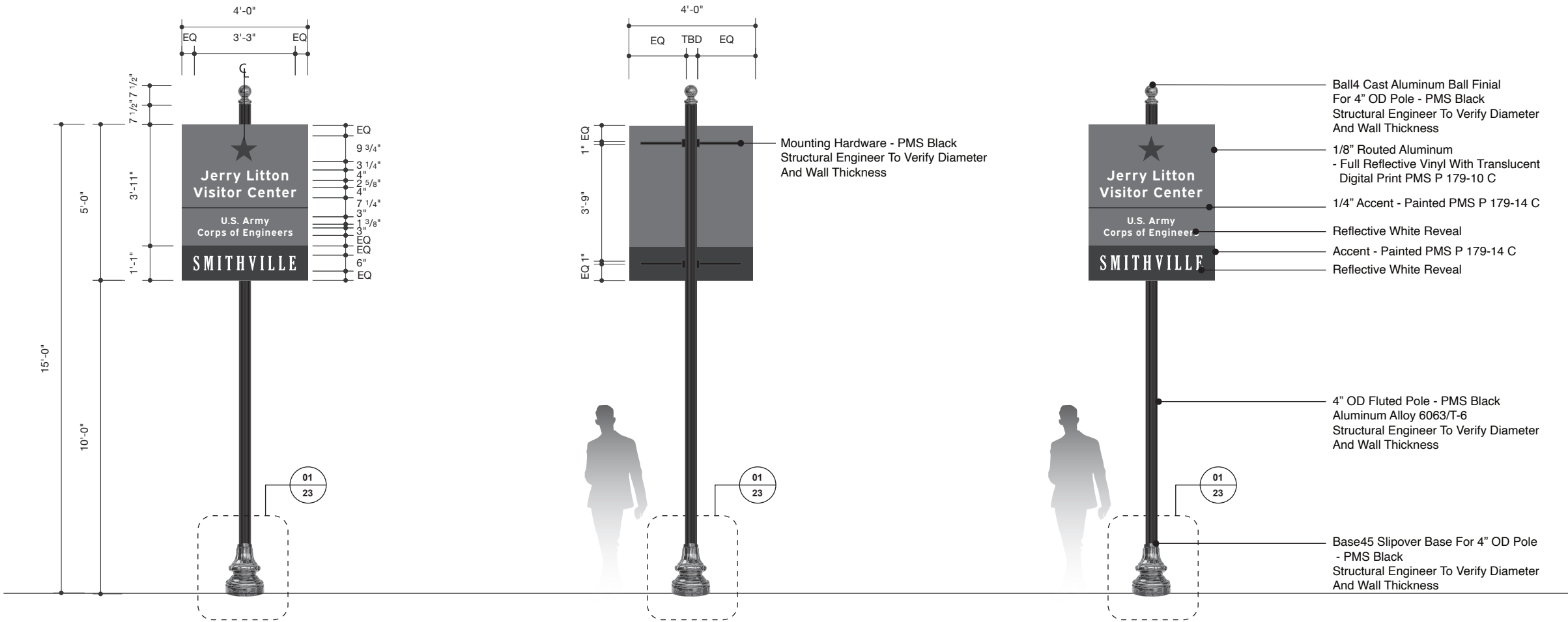
02 07 - Destination Identification
Elevation - Side B Scale - 1/4" = 1' 0"

03 07 - Destination Identification
 Elevation - Side B
 Scale - 1/4" = 1' 0"

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



01 07.1 - Destination Identification w/ Tenant Panel
Elevation - Side A
Scale - 1/4" = 1' 0"

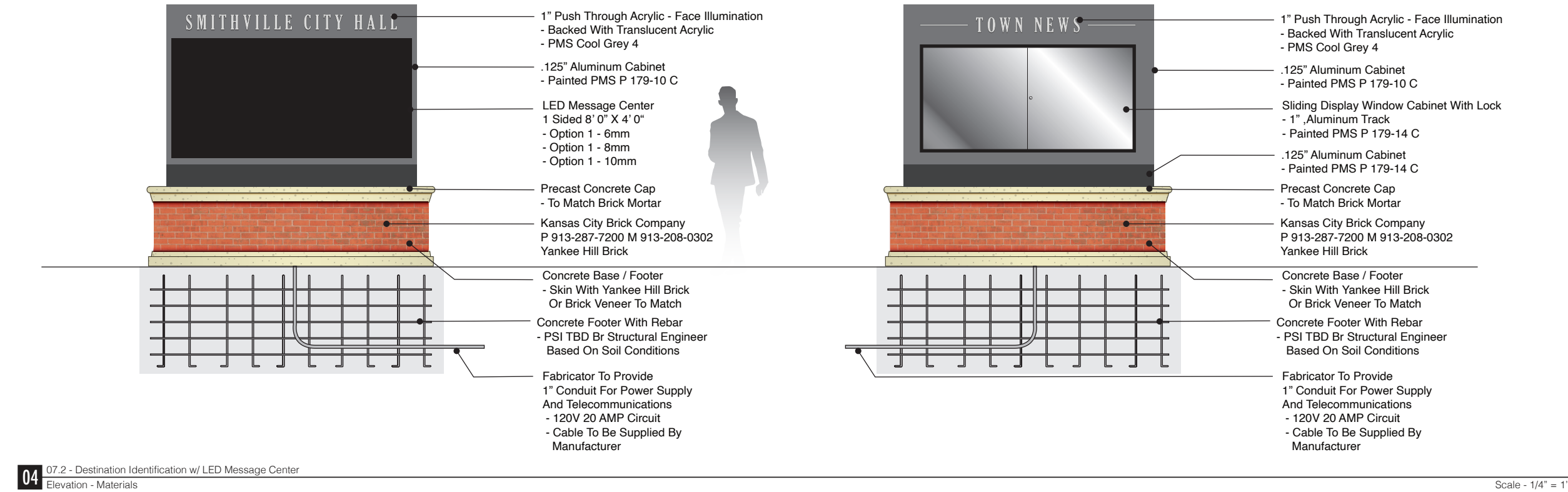
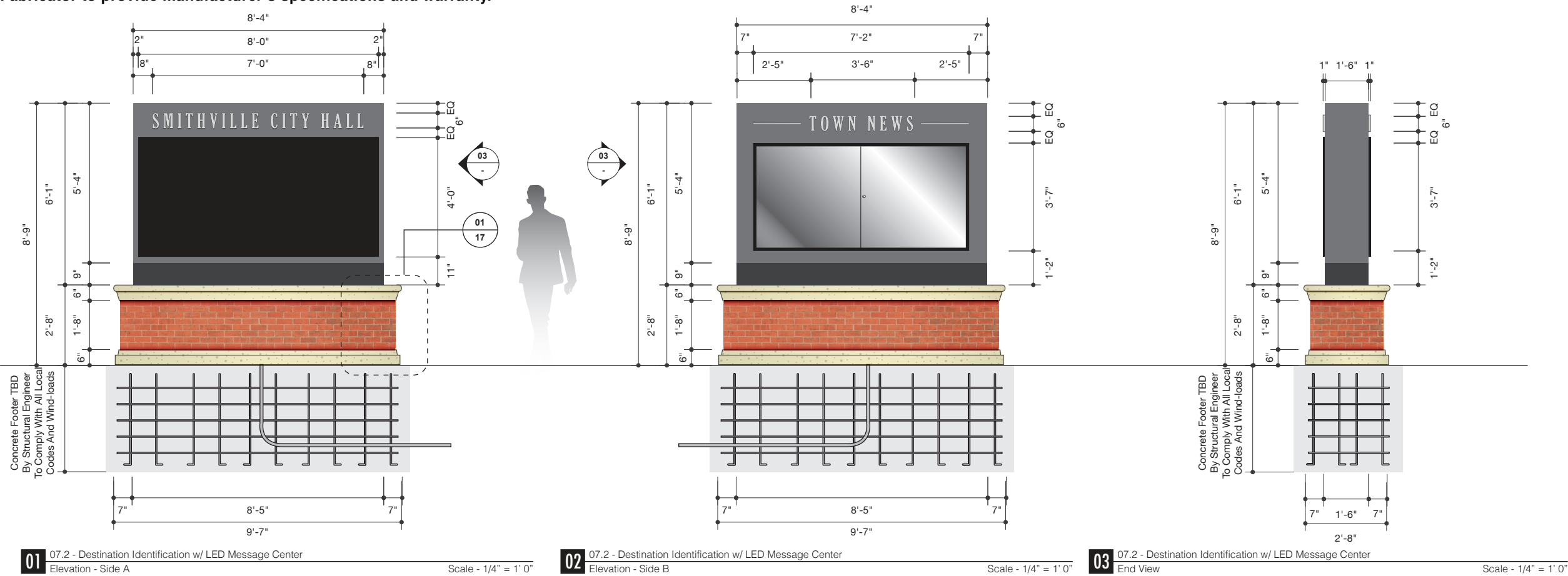
02 07.1 - Destination Identification w/ Tenant Panel
Elevation - Side B
Scale - 1/4" = 1' 0"

01 07.1 - Destination Identification w/ Tenant Panel
Elevation - Materials
Scale - 1/4" = 1' 0"

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Fabricator to provide options for a - Full-Color Outdoor LED Message Center with text, graphics, logos, basic animation, video clips, data integration, and multiple font styles. Provide quotes for sizes 6mm - 8mm - 10mm. Fabricator to provide manufacturer's specifications and warranty.

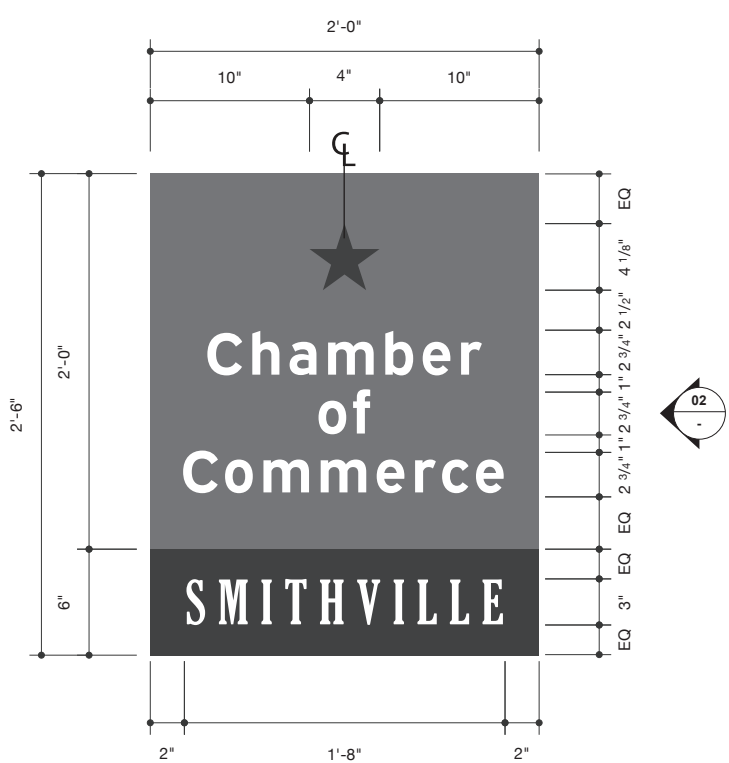


Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

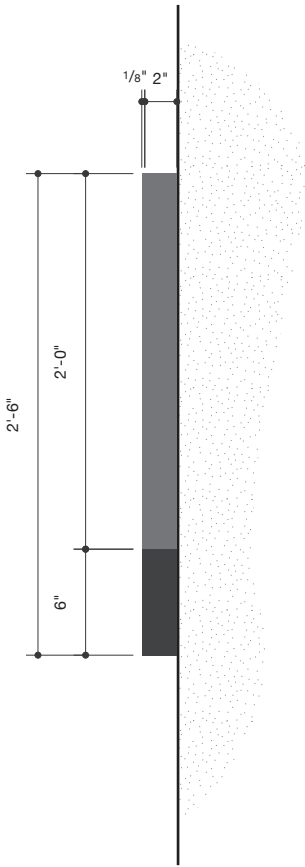
Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



01

07.3 - Wall-Mounted Destination Identification
Elevation

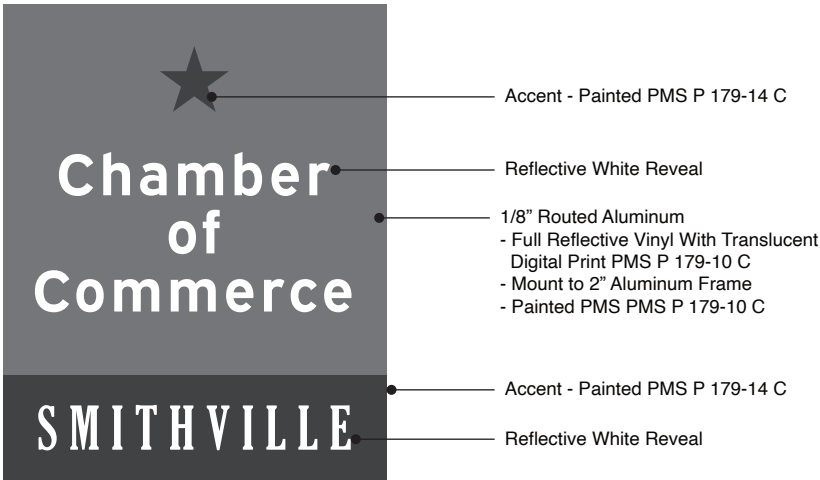
Scale - 1" = 1' 0"



02

07.3 - Wall-Mounted Destination Identification
End View

Scale - 1" = 1' 0"



03

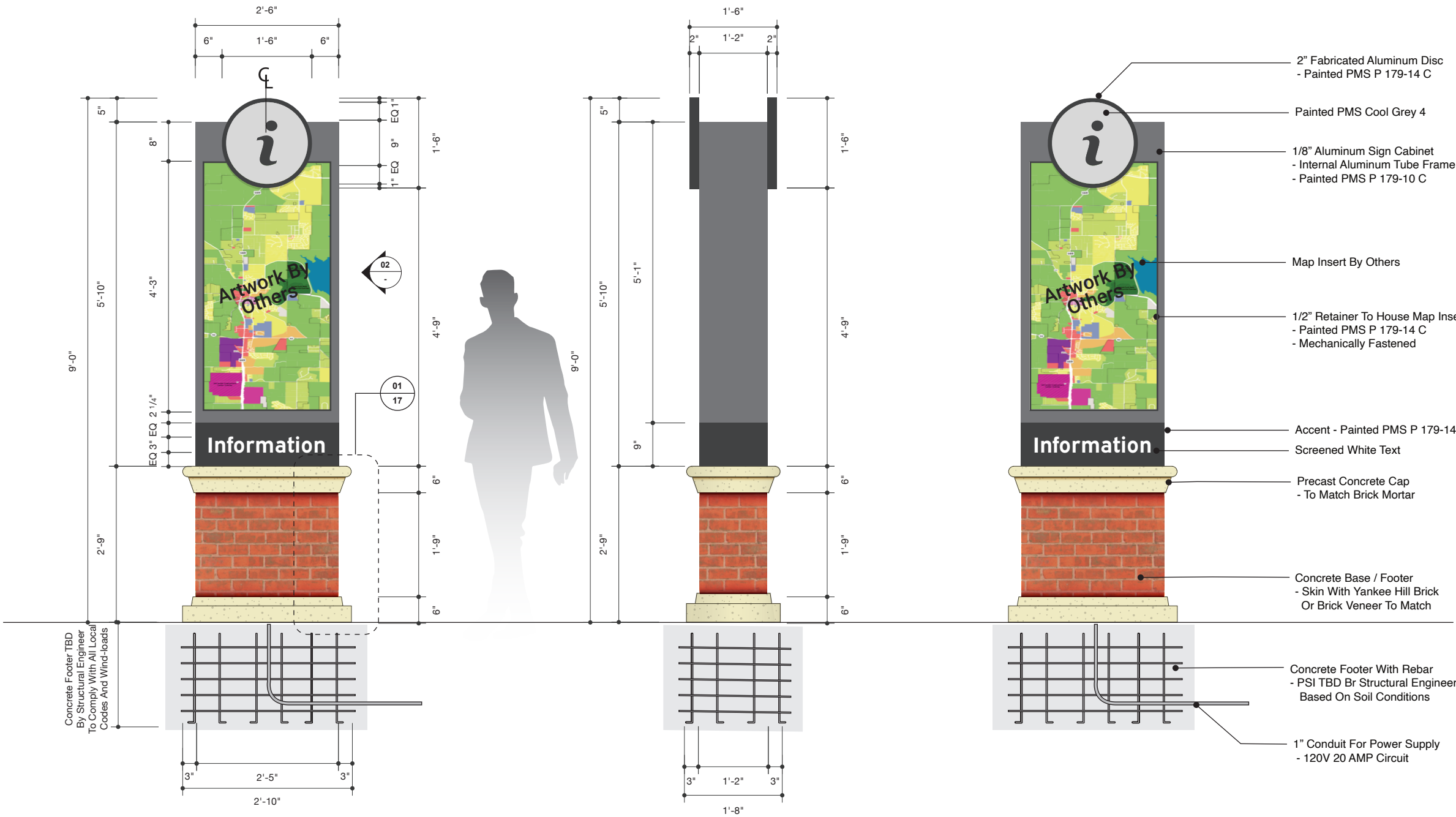
07.3 - Wall-Mounted Destination Identification
Elevation - Materials

Scale - 1" = 1' 0"

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

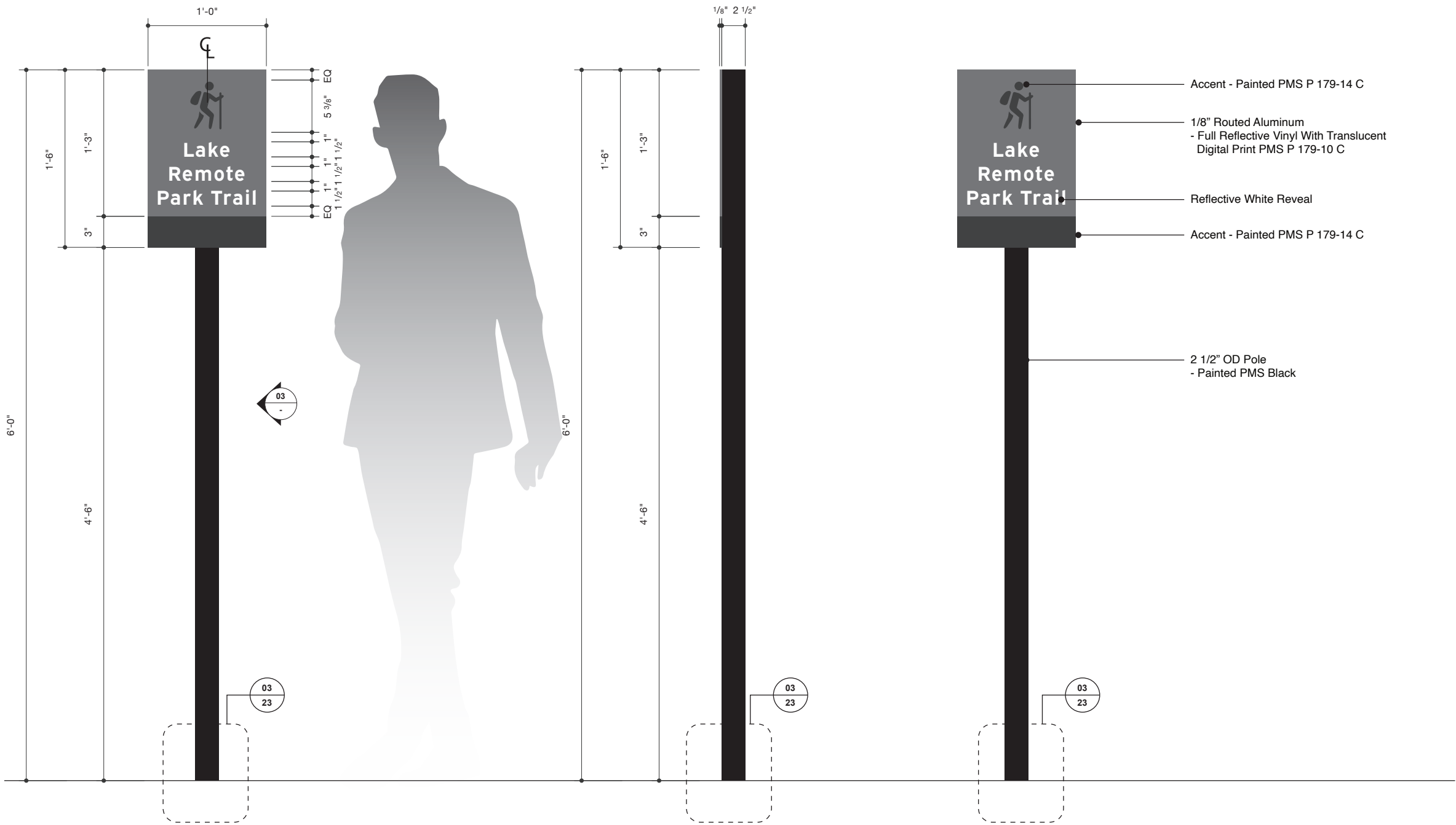
Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents



No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

MUTCD GUIDELINES

Chapter 2 of the 2009 Federal Manual on Uniform Traffic Control Devices (MUTCD) defines the guidelines for dimensions and designs for all signs that will assist in an effort to uniform all signs in an aesthetic pleasure for community wayfinding. Guidelines set forth in the MUTCD include standards for color, size, type, arrow and overall design of signs installed on conventional roads. Section 2D outlines standard guidelines for Guide Signs, including Community Wayfinding Signs.

Messaging

- Word messages should be as brief as possible
- Lettering should be large enough to provide the necessary legibility distance
- Destinations should be prioritized as primary, secondary and tertiary in order of importance.
 - **Primary:** key locations most important to the public, and should be directed from the farthest distance away.
 - **Secondary:** and tertiary destinations, such as parking and restrooms, should be listed on directionals as they approach the vicinity of the primary destination.

Capsizes

The following standard is recommended:

- Two-lane streets with speed limits of 25mph or less: 4-inch cap height.
- Two-lane streets with speed limits of > 25mph: 6-inch cap height.
- Multi-lane streets with speed limits of 40mph or less: 6-inch cap height.
- Multi-lane streets with speed limits of > 40mph: 8-inch cap height.

MUTCD Regulations are as follows:

- A MINIMUM specific ratio of 1 inch of letter height per 30 feet of legibility distance should be used.
- Letter height is expressed in terms of the height of an upper-case letter.
- When a mixed-case legend is used, the height of the lower-case letters shall be ¾ of the height of the initial upper-case letter.

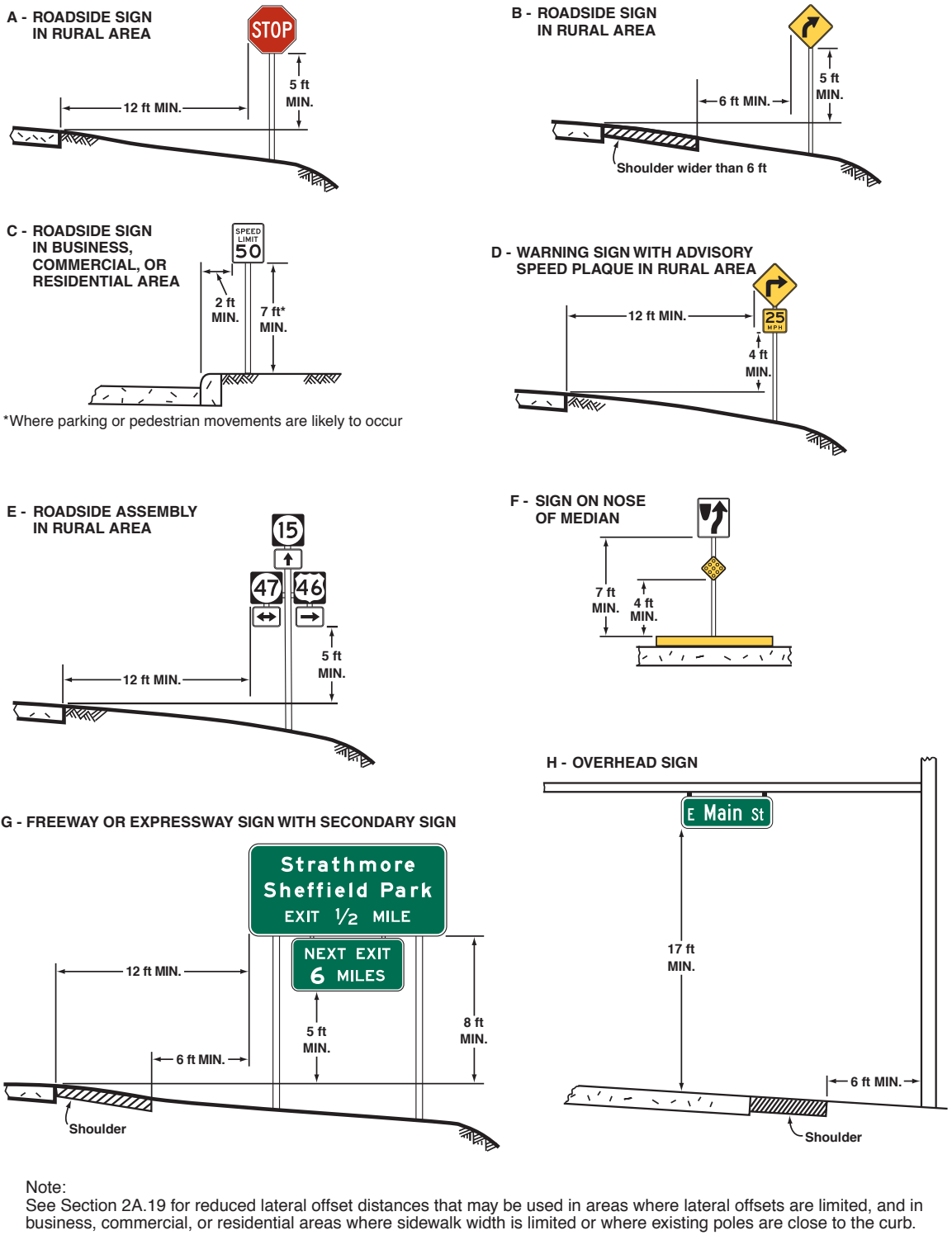
Signage Locations

- Should be located on the right-hand side of the roadway where they are easily recognized and understood by drivers.

Setbacks:

- A. Road side sign in rural area:** shall be set back 12 feet from the edge of the sign to the curb and 5 feet from the bottom of the sign to the height of the curb.
- B. Road side sign in rural area with a shoulder wider than 6 feet:** shall be set back 6 feet from the edge of the shoulder and 5 feet from the bottom of the sign to the height of the curb.
- C. Roadside sign in business, commercial, or residential area:** shall be set back 2 feet from the edge of the sign to the curb and 7 feet from the bottom of the sign to the ground.

Figure 2A-2. Examples of Heights and Lateral Locations of Sign Installations



Sect. 2A.16

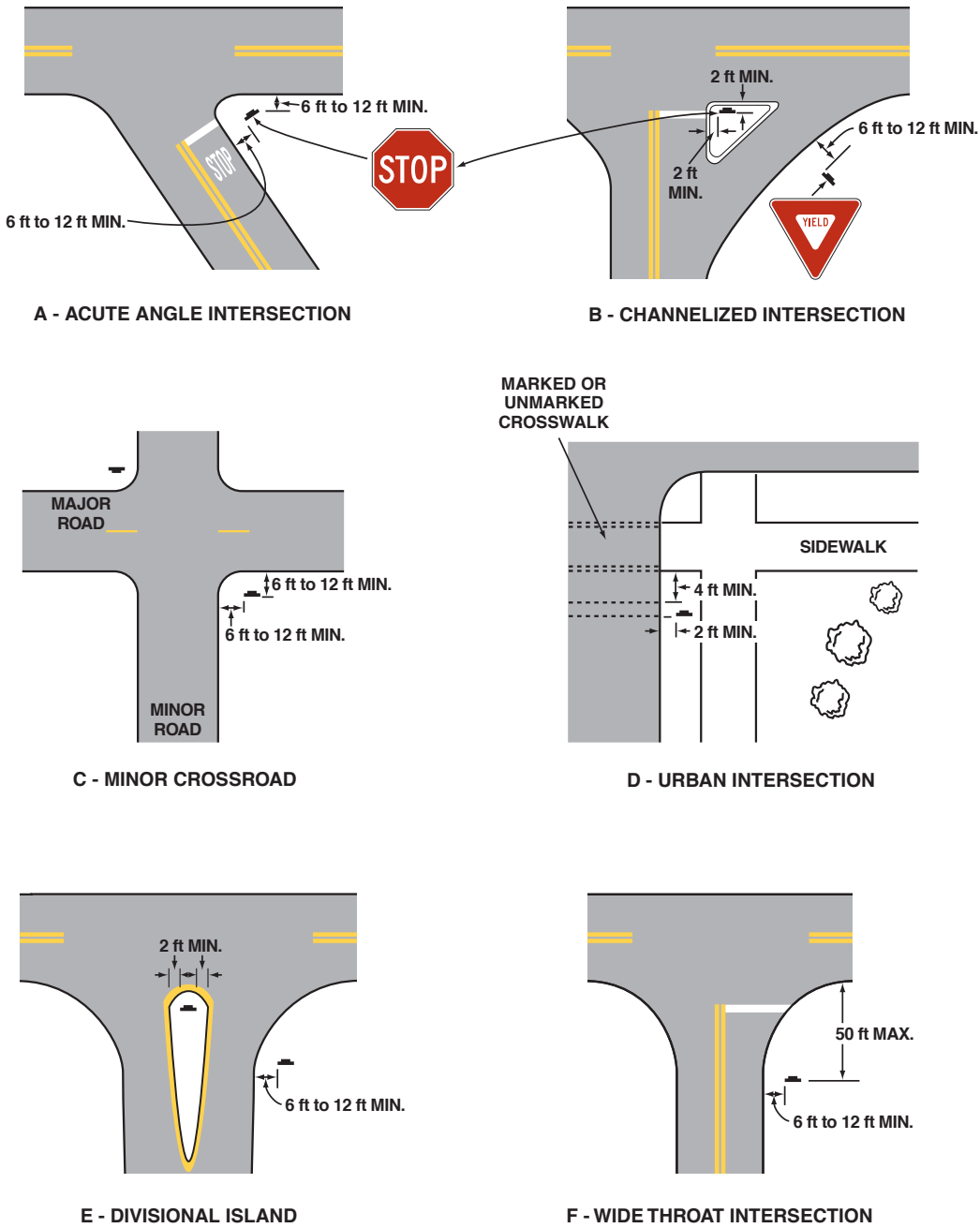
December 2009

Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

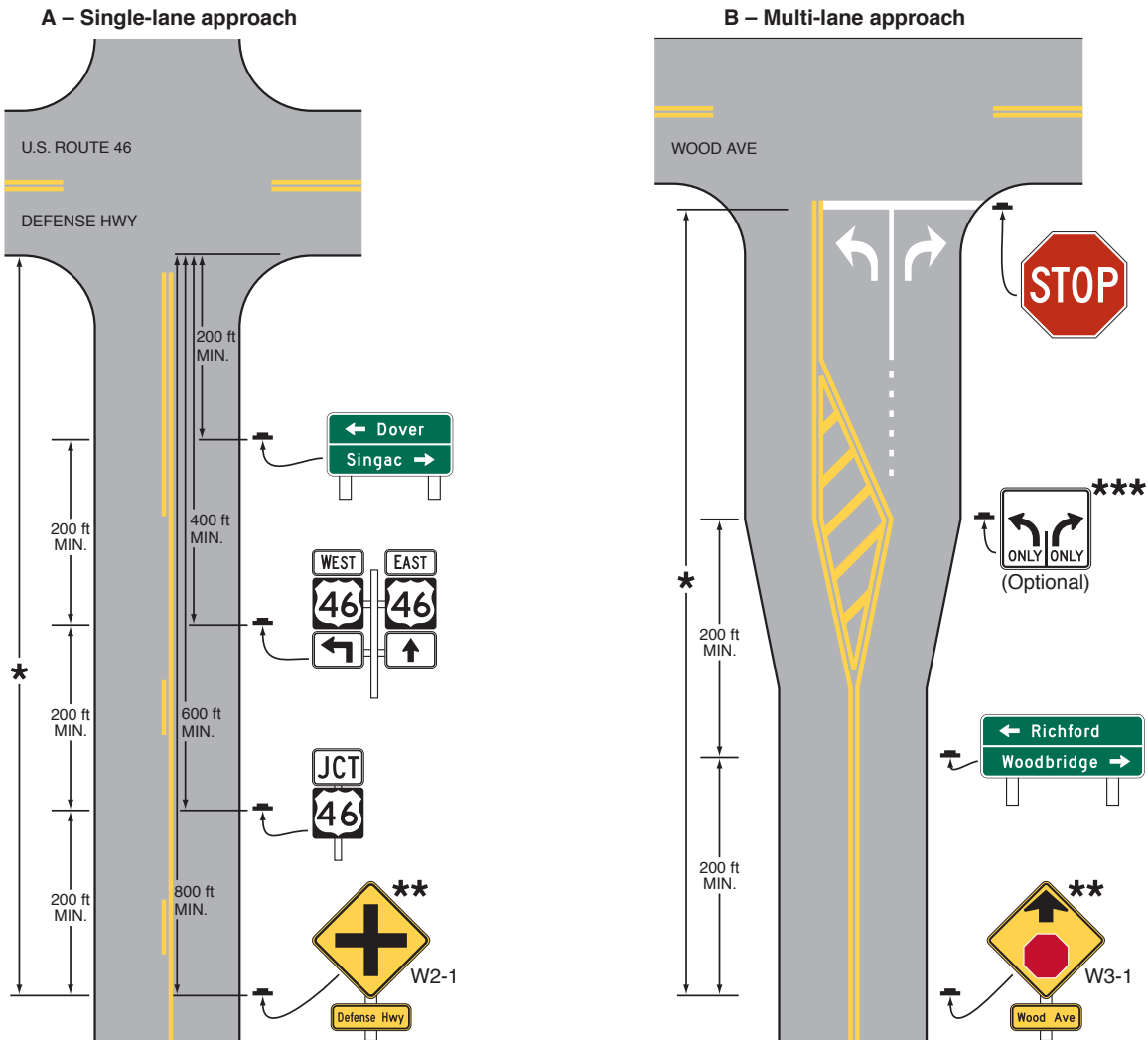
These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

Figure 2A-3. Examples of Locations for Some Typical Signs at Intersections



Note: Lateral offset is a minimum of 6 feet measured from the edge of the shoulder, or 12 feet measured from the edge of the traveled way. See Section 2A.19 for lower minimums that may be used in urban areas, or where lateral offset space is limited.

Figure 2A-4. Relative Locations of Regulatory, Warning, and Guide Signs on an Intersection Approach



Note: See Chapter 2D for information on guide signs and Part 3 for information on pavement markings

- * See Table 2C-4 for the recommended minimum distance
- ** See Section 2C.46 for the application of the W2-1 sign and Section 2C.36 for the application of the W3-1 sign
- *** See Section 2B.22 for the application of Intersection Lane Control signs

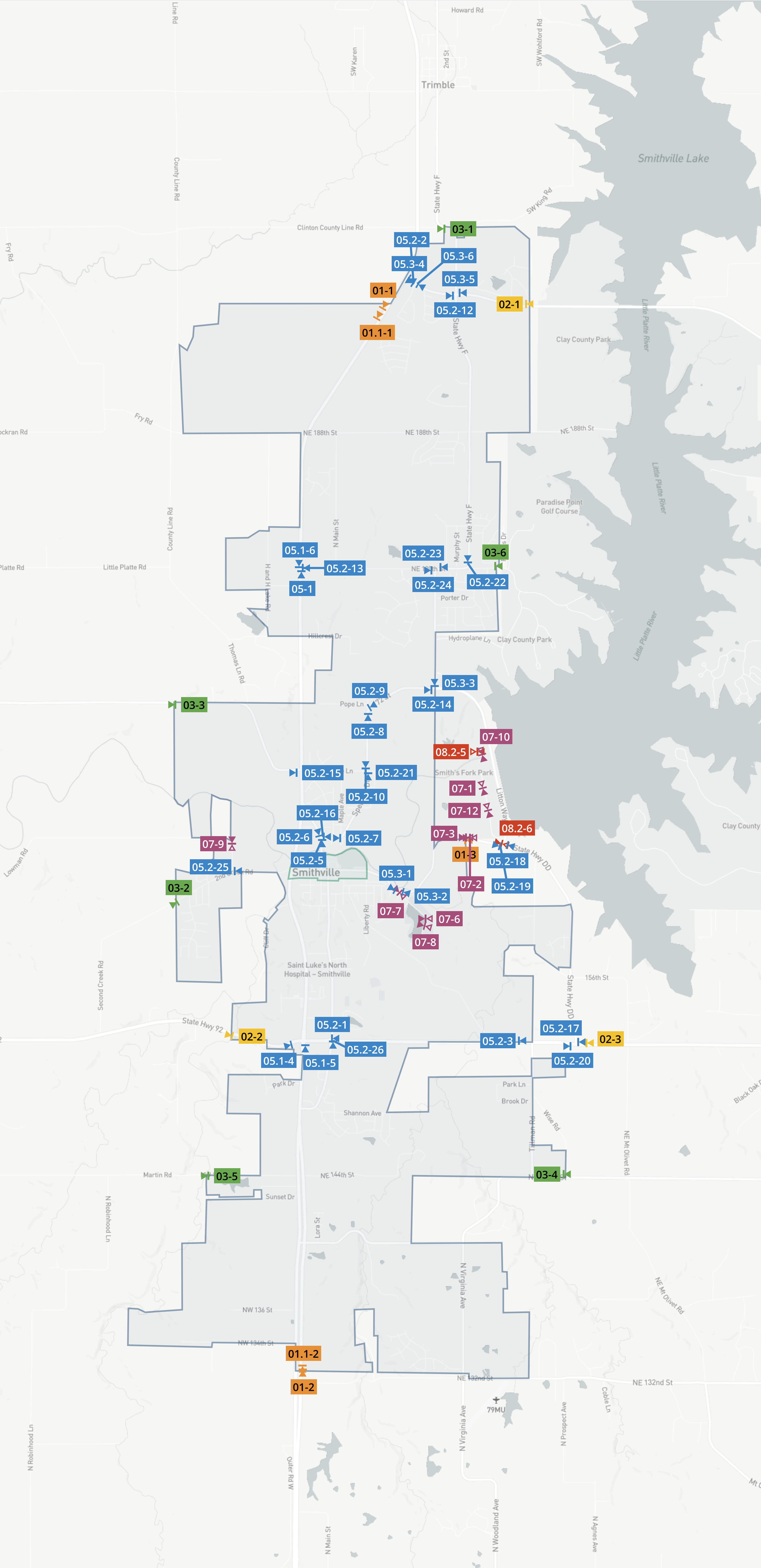
- 06
- C. Regulatory signs that do not conflict with each other are grouped, such as Turn Prohibition signs posted with ONE WAY signs or a parking regulation sign posted with a Speed Limit sign; or*
- D. Street Name signs are posted with a STOP or YIELD sign.*
- Signs should be located so that they:*
- A. Are outside the clear zone unless placed on a breakaway or yielding support (see Section 2A.19),*
 - B. Optimize nighttime visibility,*
 - C. Minimize the effects of mud splatter and debris,*
 - D. Do not obscure each other,*
 - E. Do not obscure the sight distance to approaching vehicles on the major street for drivers who are stopped on minor-street approaches, and*
 - F. Are not hidden from view.*

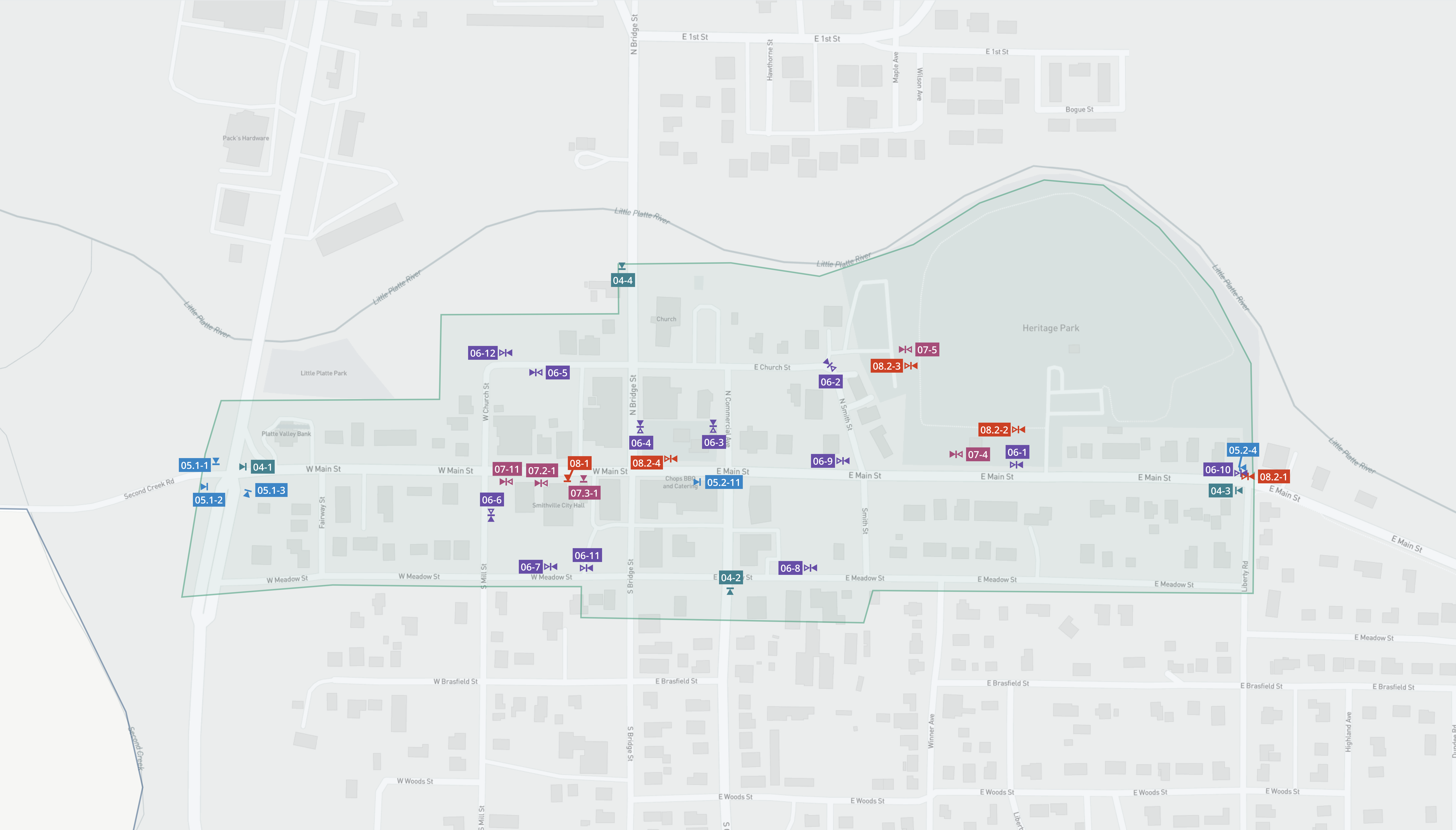
Project:	City of Smithville, MO Exterior Wayfinding
Address:	City of Smithville-107 W Main Street Smithville, MO 64089
Project Number:	2022-09-02
Date:	03-31-2023
Project Manager:	Marianna Mohney
Sign Type:	
Issued for:	75% Construction Documents

No part of this document may be reproduced or utilized in any form, without prior written authorization by Kerestes-Martin Associates, Inc. (DBA, KMA Design)

These drawings are meant for **DESIGN INTENT ONLY** and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. KMA must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

LOCATION PLAN





MESSAGE SCHEDULE

Project/State	Sign Code	Message	Details
01 - Primary Entrance			
Wayfinding and Signage Design Guideline > Planning	01-1		Sign Type 01 - Primary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	01-2		Sign Type 01 - Primary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	01-3		Sign Type 01 - Primary Entrance Additional Information
01.1 - Primary Entrance Service Club Badges			
Wayfinding and Signage Design Guideline > Planning	01.1-1		Sign Type 01.1 - Primary Entrance Service Club Badges Additional Information
Wayfinding and Signage Design Guideline > Planning	01.1-2		Sign Type 01.1 - Primary Entrance Service Club Badges Additional Information
02 - Secondary Entrance			
Wayfinding and Signage Design Guideline > Planning	02-1		Sign Type 02 - Secondary Entrance Additional Information

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning	02-2		Sign Type 02 - Secondary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	02-3		Sign Type 02 - Secondary Entrance Additional Information
03 - Tertiary Entrance			
Wayfinding and Signage Design Guideline > Planning	03-1		Sign Type 03 - Tertiary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	03-2		Sign Type 03 - Tertiary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	03-3		Sign Type 03 - Tertiary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	03-4		Sign Type 03 - Tertiary Entrance Additional Information
Wayfinding and Signage Design Guideline > Planning	03-5		Sign Type 03 - Tertiary Entrance Additional Information

Project/State	Sign Code	Message		Details						
Wayfinding and Signage Design Guideline > Planning	03-6			Sign Type 03 - Tertiary Entrance Additional Information						
04 - Downtown										
Wayfinding and Signage Design Guideline > Planning - Main Street District	04-1			Sign Type 04 - Downtown Additional Information						
Wayfinding and Signage Design Guideline > Planning - Main Street District	04-2			Sign Type 04 - Downtown Additional Information						
Wayfinding and Signage Design Guideline > Planning - Main Street District	04-3			Sign Type 04 - Downtown Additional Information						
Wayfinding and Signage Design Guideline > Planning - Main Street District	04-4			Sign Type 04 - Downtown Additional Information						
05 - Vehicular Directional - 6" Cap Height										
Wayfinding and Signage Design Guideline > Planning	05-1	<table><tr><td>Right Arrow</td><td>Litton Center</td></tr><tr><td>Right Arrow</td><td>Smith's Fork</td></tr><tr><td>Right Arrow</td><td>Smithville Lake</td></tr></table>	Right Arrow	Litton Center	Right Arrow	Smith's Fork	Right Arrow	Smithville Lake		Sign Type 05 - Vehicular Directional - 6" Cap Height Additional Information Notes Existing County Sign in Current Location
Right Arrow	Litton Center									
Right Arrow	Smith's Fork									
Right Arrow	Smithville Lake									

Project/State	Sign Code	Message	Details																
05.1 - Vehicular Directional - 6" Cap Height - Double Panel																			
Wayfinding and Signage Design Guideline > Planning - Main Street District	05.1-1	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Left Arrow</td><td>Courtyard Park</td></tr><tr><td>Left Arrow</td><td>Heritage Park</td></tr><tr><td>Left Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Left Arrow</td><td>Litton Center</td></tr><tr><td>Left Arrow</td><td>High School</td></tr><tr><td>Left Arrow</td><td>Smithville Lake</td></tr></table>	Column 1		Left Arrow	Courtyard Park	Left Arrow	Heritage Park	Left Arrow	Downtown	Column 2		Left Arrow	Litton Center	Left Arrow	High School	Left Arrow	Smithville Lake	Sign Type 05.1 - Vehicular Directional - 6" Cap Height - Double Panel Additional Information
Column 1																			
Left Arrow	Courtyard Park																		
Left Arrow	Heritage Park																		
Left Arrow	Downtown																		
Column 2																			
Left Arrow	Litton Center																		
Left Arrow	High School																		
Left Arrow	Smithville Lake																		
Wayfinding and Signage Design Guideline > Planning - Main Street District	05.1-2	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Up Arrow</td><td>Courtyard Park</td></tr><tr><td>Up Arrow</td><td>Heritage Park</td></tr><tr><td>Up Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Up Arrow</td><td>Litton Center</td></tr><tr><td>Up Arrow</td><td>High School</td></tr><tr><td>Up Arrow</td><td>Smithville Lake</td></tr></table>	Column 1		Up Arrow	Courtyard Park	Up Arrow	Heritage Park	Up Arrow	Downtown	Column 2		Up Arrow	Litton Center	Up Arrow	High School	Up Arrow	Smithville Lake	Sign Type 05.1 - Vehicular Directional - 6" Cap Height - Double Panel Additional Information
Column 1																			
Up Arrow	Courtyard Park																		
Up Arrow	Heritage Park																		
Up Arrow	Downtown																		
Column 2																			
Up Arrow	Litton Center																		
Up Arrow	High School																		
Up Arrow	Smithville Lake																		
Wayfinding and Signage Design Guideline > Planning - Main Street District	05.1-3	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Right Arrow</td><td>Courtyard Park</td></tr><tr><td>Right Arrow</td><td>Heritage Park</td></tr><tr><td>Right Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Right Arrow</td><td>Litton Center</td></tr><tr><td>Right Arrow</td><td>High School</td></tr><tr><td>Right Arrow</td><td>Smithville Lake</td></tr></table>	Column 1		Right Arrow	Courtyard Park	Right Arrow	Heritage Park	Right Arrow	Downtown	Column 2		Right Arrow	Litton Center	Right Arrow	High School	Right Arrow	Smithville Lake	Sign Type 05.1 - Vehicular Directional - 6" Cap Height - Double Panel Additional Information
Column 1																			
Right Arrow	Courtyard Park																		
Right Arrow	Heritage Park																		
Right Arrow	Downtown																		
Column 2																			
Right Arrow	Litton Center																		
Right Arrow	High School																		
Right Arrow	Smithville Lake																		

Project/State	Sign Code	Message	Details																
Wayfinding and Signage Design Guideline > Planning	05.1-4	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Up Arrow</td><td>Litton Center</td></tr><tr><td>Up Arrow</td><td>Smith's Fork</td></tr><tr><td>Up Arrow</td><td>High School</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Up Arrow</td><td>Smithville Lake</td></tr><tr><td>Right Arrow</td><td>Courtyard Park</td></tr><tr><td>Right Arrow</td><td>Downtown</td></tr></table>	Column 1		Up Arrow	Litton Center	Up Arrow	Smith's Fork	Up Arrow	High School	Column 2		Up Arrow	Smithville Lake	Right Arrow	Courtyard Park	Right Arrow	Downtown	<p>Sign Type</p> <p>05.1 - Vehicular Directional - 6" Cap Height - Double Panel</p> <p>Additional Information</p> <p>Notes Existing County Sign in Current Location</p>
Column 1																			
Up Arrow	Litton Center																		
Up Arrow	Smith's Fork																		
Up Arrow	High School																		
Column 2																			
Up Arrow	Smithville Lake																		
Right Arrow	Courtyard Park																		
Right Arrow	Downtown																		
Wayfinding and Signage Design Guideline > Planning	05.1-5	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Up Arrow</td><td>Courtyard Park</td></tr><tr><td>Up Arrow</td><td>Heritage Park</td></tr><tr><td>Up Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Right Arrow</td><td>Litton Center</td></tr><tr><td>Right Arrow</td><td>High School</td></tr><tr><td>Right Arrow</td><td>Smithville Lake</td></tr></table>	Column 1		Up Arrow	Courtyard Park	Up Arrow	Heritage Park	Up Arrow	Downtown	Column 2		Right Arrow	Litton Center	Right Arrow	High School	Right Arrow	Smithville Lake	<p>Sign Type</p> <p>05.1 - Vehicular Directional - 6" Cap Height - Double Panel</p> <p>Additional Information</p>
Column 1																			
Up Arrow	Courtyard Park																		
Up Arrow	Heritage Park																		
Up Arrow	Downtown																		
Column 2																			
Right Arrow	Litton Center																		
Right Arrow	High School																		
Right Arrow	Smithville Lake																		
Wayfinding and Signage Design Guideline > Planning	05.1-6	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Up Arrow</td><td>Courtyard Park</td></tr><tr><td>Up Arrow</td><td>Heritage Park</td></tr><tr><td>Up Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Up Arrow</td><td>High School</td></tr><tr><td>Left Arrow</td><td>Litton Center</td></tr><tr><td>Left Arrow</td><td>Smithville Lake</td></tr></table>	Column 1		Up Arrow	Courtyard Park	Up Arrow	Heritage Park	Up Arrow	Downtown	Column 2		Up Arrow	High School	Left Arrow	Litton Center	Left Arrow	Smithville Lake	<p>Sign Type</p> <p>05.1 - Vehicular Directional - 6" Cap Height - Double Panel</p> <p>Additional Information</p> <p>Notes Existing County Sign in Current Location</p>
Column 1																			
Up Arrow	Courtyard Park																		
Up Arrow	Heritage Park																		
Up Arrow	Downtown																		
Column 2																			
Up Arrow	High School																		
Left Arrow	Litton Center																		
Left Arrow	Smithville Lake																		

Project/State	Sign Code	Message		Details
05.2 - Vehicular Directional - 4" Cap Height				
Wayfinding and Signage Design Guideline > Planning	05.2-1	Right Arrow	Courtyard Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Right Arrow	Downtown	
		Right Arrow	High School	
Wayfinding and Signage Design Guideline > Planning	05.2-2	Right Arrow	Splash Pad	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Right Arrow	Litton Center	
		Right Arrow	Smithville Lake	
Wayfinding and Signage Design Guideline > Planning	05.2-3	Up Arrow	Courtyard Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Up Arrow	Downtown	
		Up Arrow	High School	
Wayfinding and Signage Design Guideline > Planning - Main Street District	05.2-4	Up Arrow	City Hall	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Up Arrow	Chamber of Commerce	
		Up Arrow	Senior Center	
Wayfinding and Signage Design Guideline > Planning	05.2-5	Right Arrow	Litton Center	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Right Arrow	Smithville Lake	
		Right Arrow	Maple Elementary School	
Wayfinding and Signage Design Guideline > Planning	05.2-6	Up Arrow	Courtyard Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Up Arrow	Heritage Park	
		Up Arrow	Downtown	
Wayfinding and Signage Design Guideline > Planning	05.2-7	Up Left Arrow	Litton Center	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Up Left Arrow	Smithville Lake	
		Left Arrow	Maple Elementary School	

Project/State	Sign Code	Message		Details
Wayfinding and Signage Design Guideline > Planning	05.2-8	Right Arrow	Litton Center	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
Wayfinding and Signage Design Guideline > Planning	05.2-9	Left Arrow	Courtyard Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
Wayfinding and Signage Design Guideline > Planning	05.2-10	Up Arrow	Courtyard Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	05.2-11	Up Arrow	Heritage Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
Wayfinding and Signage Design Guideline > Planning	05.2-12	Right Arrow	Litton Center	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information Notes Existing County Sign in Current Location
Wayfinding and Signage Design Guideline > Planning	05.2-13	Left Arrow	Courtyard Park	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information Notes Existing County Sign in Current Location

Project/State	Sign Code	Message		Details
Wayfinding and Signage Design Guideline > Planning	05.2-14	<div>Up Arrow</div>	<div>Litton Center</div> <div>Up Arrow</div> <div>Sports Complex</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div> <div>Notes</div> <div>Existing County Sign in Current Location</div>
Wayfinding and Signage Design Guideline > Planning	05.2-15	<div>Right Arrow</div>	<div>Downtown</div> <div>Right Arrow</div> <div>Smithville Lake</div> <div>Right Arrow</div> <div>High School</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div> <div>Notes</div> <div>Existing County Sign in Current Location</div>
Wayfinding and Signage Design Guideline > Planning	05.2-16	<div>Left Arrow</div>	<div>Courtyard Park</div> <div>Left Arrow</div> <div>Heritage Park</div> <div>Left Arrow</div> <div>Downtown</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div> <div>Notes</div> <div>Existing County Sign in Current Location</div>
Wayfinding and Signage Design Guideline > Planning	05.2-17	<div>Up Arrow</div>	<div>High School</div> <div>Right Arrow</div> <div>Downtown</div> <div>Right Arrow</div> <div>Litton Center</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div>
Wayfinding and Signage Design Guideline > Planning	05.2-18	<div>Up Arrow</div>	<div>Heritage Park</div> <div>Up Arrow</div> <div>Downtown</div> <div>Right Arrow</div> <div>Smith's Fork</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div>
Wayfinding and Signage Design Guideline > Planning	05.2-19	<div>Up Arrow</div>	<div>Litton Center</div> <div>Left Arrow</div> <div>Smith's Fork</div> <div>Left Arrow</div> <div>Smithville Lake</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div>

Project/State	Sign Code	Message		Details
Wayfinding and Signage Design Guideline > Planning	05.2-20	<div>Left Arrow</div>	<div>Downtown</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div>
Wayfinding and Signage Design Guideline > Planning	05.2-21	<div>Up Arrow</div>	<div>Litton Center</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div>
Wayfinding and Signage Design Guideline > Planning	05.2-22	<div>Right Arrow</div>	<div>Litton Center</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div> <div>Notes</div> <div>Existing County Sign in Current Location</div>
Wayfinding and Signage Design Guideline > Planning	05.2-23	<div>Left Arrow</div>	<div>Litton Center</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div> <div>Notes</div> <div>Existing County Sign in Current Location</div>
Wayfinding and Signage Design Guideline > Planning	05.2-24	<div>Right Arrow</div>	<div>Litton Center</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div> <div>Notes</div> <div>Existing County Sign in Current Location</div>
Wayfinding and Signage Design Guideline > Planning	05.2-25	<div>Right Arrow</div>	<div>Wastewater Plant</div>	<div>Sign Type</div> <div>05.2 - Vehicular Directional - 4" Cap Height</div> <div>Additional Information</div>

Project/State	Sign Code	Message		Details
Wayfinding and Signage Design Guideline > Planning	05.2-26	Right Arrow	Litton Center	Sign Type 05.2 - Vehicular Directional - 4" Cap Height Additional Information
		Right Arrow	Smith's Fork	
		Right Arrow	Smithville Lake	
05.3 - Vehicular Directional - 4" Cap Height - Double Panel				
Wayfinding and Signage Design Guideline > Planning	05.3-1	Column 1		Sign Type 05.3 - Vehicular Directional - 4" Cap Height - Double Panel Additional Information
		Up Left Arrow	Litton Center	
		Up Left Arrow	Sports Complex	
		Up Left Arrow	Smithville Lake	
		Column 2		
		Up Arrow	Helvey Park	
		Up Arrow	Public Works	
		Up Arrow	Street Department	
Wayfinding and Signage Design Guideline > Planning	05.3-2	Column 1		Sign Type 05.3 - Vehicular Directional - 4" Cap Height - Double Panel Additional Information
		Up Arrow	Courtyard Park	
		Up Arrow	Heritage Park	
		Up Arrow	Downtown	
		Column 2		
		Left Arrow	Helvey Park	
		Left Arrow	Public Works	
		Left Arrow	Street Department	

Project/State	Sign Code	Message	Details																
Wayfinding and Signage Design Guideline > Planning	05.3-3	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Left Arrow</td><td>Litton Center</td></tr><tr><td>Left Arrow</td><td>Smith's Fork</td></tr><tr><td>Right Arrow</td><td>Smithville Lake</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Right Arrow</td><td>Courtyard Park</td></tr><tr><td>Right Arrow</td><td>Downtown</td></tr></table>	Column 1		Left Arrow	Litton Center	Left Arrow	Smith's Fork	Right Arrow	Smithville Lake	Column 2		Right Arrow	Courtyard Park	Right Arrow	Downtown	<p>Sign Type</p> <p>05.3 - Vehicular Directional - 4" Cap Height - Double Panel</p> <p>Additional Information</p> <p>Notes Existing County Sign in Current Location</p>		
Column 1																			
Left Arrow	Litton Center																		
Left Arrow	Smith's Fork																		
Right Arrow	Smithville Lake																		
Column 2																			
Right Arrow	Courtyard Park																		
Right Arrow	Downtown																		
Wayfinding and Signage Design Guideline > Planning	05.3-4	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Left Arrow</td><td>Courtyard Park</td></tr><tr><td>Left Arrow</td><td>Heritage Park</td></tr><tr><td>Left Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Left Arrow</td><td>High School</td></tr></table>	Column 1		Left Arrow	Courtyard Park	Left Arrow	Heritage Park	Left Arrow	Downtown	Column 2		Left Arrow	High School	<p>Sign Type</p> <p>05.3 - Vehicular Directional - 4" Cap Height - Double Panel</p> <p>Additional Information</p> <p>Notes Existing County Sign in Current Location</p>				
Column 1																			
Left Arrow	Courtyard Park																		
Left Arrow	Heritage Park																		
Left Arrow	Downtown																		
Column 2																			
Left Arrow	High School																		
Wayfinding and Signage Design Guideline > Planning	05.3-5	<table><tr><td colspan="2">Column 1</td></tr><tr><td>Up Arrow</td><td>Courtyard Park</td></tr><tr><td>Up Arrow</td><td>Heritage Park</td></tr><tr><td>Up Arrow</td><td>Downtown</td></tr><tr><td colspan="2">Column 2</td></tr><tr><td>Left Arrow</td><td>Litton Center</td></tr><tr><td>Left Arrow</td><td>Smith's Fork</td></tr><tr><td>Left Arrow</td><td>Smithville Lake</td></tr></table>	Column 1		Up Arrow	Courtyard Park	Up Arrow	Heritage Park	Up Arrow	Downtown	Column 2		Left Arrow	Litton Center	Left Arrow	Smith's Fork	Left Arrow	Smithville Lake	<p>Sign Type</p> <p>05.3 - Vehicular Directional - 4" Cap Height - Double Panel</p> <p>Additional Information</p> <p>Notes Existing County Sign in Current Location</p>
Column 1																			
Up Arrow	Courtyard Park																		
Up Arrow	Heritage Park																		
Up Arrow	Downtown																		
Column 2																			
Left Arrow	Litton Center																		
Left Arrow	Smith's Fork																		
Left Arrow	Smithville Lake																		

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning	05.3-6	<div>Column 1</div> <div>Up Arrow</div> <div>Courtyard Park</div> <div>Up Arrow</div> <div>Heritage Park</div> <div>Up Arrow</div> <div>Downtown</div> <div>Column 2</div> <div>Up Arrow</div> <div>High School</div> <div>Left Arrow</div> <div>Splash Pad</div>	Sign Type 05.3 - Vehicular Directional - 4" Cap Height - Double Panel Additional Information Notes Existing County Sign in Current Location
06 - Parking Directional			
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-1	<div>Side 1</div> <div>Right Arrow</div> <div>Public Parking</div> <div>Side 2</div> <div>Left Arrow</div> <div>Public Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-2	<div>Side 1</div> <div>Left Arrow</div> <div>Public Parking</div> <div>Side 2</div> <div>Right Arrow</div> <div>Public Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-3	<div>Side 1</div> <div>Right Arrow</div> <div>Public Parking</div> <div>Side 2</div> <div>Left Arrow</div> <div>Public Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-4	<div>Side 1</div> <div>Right Arrow</div> <div>Public Parking</div> <div>Side 2</div> <div>Left Arrow</div> <div>Public Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-5	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-6	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-7	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-8	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-9	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-10	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-11	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	06-12	<div>Side 1</div> <div>Right ArrowPublic Parking</div> <div>Side 2</div> <div>Left ArrowPublic Parking</div>	Sign Type 06 - Parking Directional Number of Sides 2 Additional Information
07 - Destination Identification			
Wayfinding and Signage Design Guideline > Planning	07-1	Message Smith's Fork Campground	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-2	Message City of Smithville Parks Department	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-3	Message Smith's Fork Sports Complex	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	07-4	Message Heritage Park	Sign Type 07 - Destination Identification Additional Information

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning - Main Street District	07-5	Message Heritage Park	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-6	Message Smithville Street Department	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-7	Message Smithville Public Works	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-8	Message Smithville Water Plant	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-9	Message Smithville Wastewater Plant	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning	07-10	Message Lake Remote Park and Nature Area	Sign Type 07 - Destination Identification Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	07-11	Message Smithville Senior Center	Sign Type 07 - Destination Identification Additional Information

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning	07-12	Message Smith's Fork Sports Complex	Sign Type 07 - Destination Identification Additional Information
07.2 - Destination Identification w/ LED Message Center			
Wayfinding and Signage Design Guideline > Planning - Main Street District	07.2-1	Message Smithville City Hall	Sign Type 07.2 - Destination Identification w/ LED Message Center Additional Information
07.3 - Destination Identification - Wall Mounted			
Wayfinding and Signage Design Guideline > Planning - Main Street District	07.3-1	Message Smithville Chamber of Commerce	Sign Type 07.3 - Destination Identification - Wall Mounted Additional Information
08 - Pedestrian Kiosk			
Wayfinding and Signage Design Guideline > Planning - Main Street District	08-1		Sign Type 08 - Pedestrian Kiosk Additional Information
08.2 - Pedestrian Trailhead			
Wayfinding and Signage Design Guideline > Planning - Main Street District	08.2-1	Message Main Street Trail	Sign Type 08.2 - Pedestrian Trailhead Additional Information

Project/State	Sign Code	Message	Details
Wayfinding and Signage Design Guideline > Planning - Main Street District	08.2-2	Message Heritage Park Trail	Sign Type 08.2 - Pedestrian Trailhead Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	08.2-3	Message Heritage Park Trail	Sign Type 08.2 - Pedestrian Trailhead Additional Information
Wayfinding and Signage Design Guideline > Planning - Main Street District	08.2-4	Message Main Street Trail	Sign Type 08.2 - Pedestrian Trailhead Additional Information
Wayfinding and Signage Design Guideline > Planning	08.2-5	Message Lake Remote Park Trail	Sign Type 08.2 - Pedestrian Trailhead Additional Information
Wayfinding and Signage Design Guideline > Planning	08.2-6	Message Main Street Trail	Sign Type 08.2 - Pedestrian Trailhead Additional Information



KMA DESIGN

Innovative Design For Exceptional Spaces



Board of Aldermen Request for Action

MEETING DATE: 4/18/2023

DEPARTMENT:

Administration/Development

AGENDA ITEM: Appointment to the Planning and Zoning Commission

REQUESTED BOARD ACTION:

Mayor will make a nomination and the Board will vote.

SUMMARY:

The Mayor will make a nomination for the Planning and Zoning Commission.

Appointments to committees and boards are needed regularly. The Mayor will make nominations and the Board will vote.

Planning and Zoning Commission

John Chevalier

A vote will be needed for each nomination.

PREVIOUS ACTION:

POLICY ISSUE:

Click or tap here to enter text.

FINANCIAL CONSIDERATIONS:

Click or tap here to enter text.

ATTACHMENTS:

☐ Ordinance

☐ Resolution

☐ Staff Report

☒ Other: Resume

☐ Contract

☐ Plans

☐ Minutes

John Chevalier

JohnnyChevyEG@gmail.com

816 986 9800

Highly experienced in local government process as three-term Alderman for city of Smithville, and member of Planning and Zoning Commission.



Board of Aldermen Request for Action

MEETING DATE: 5/2/2023

DEPARTMENT: Administration

AGENDA ITEM: Appointment of Economic Development Committee Member

REQUESTED BOARD ACTION:

Motion to approve the nomination of Kristine Bunch to the Economic Development Committee.

SUMMARY:

The Board of Aldermen appoints members to the Economic Development Committee. Interviews were conducted and the committee comprised of Committee Chair Alicia Neth, Board Representative Dan Hartman and staff liaison Gina Pate recommend the appointment of Kristine Bunch to fill the position previously held by Jason Hoyt.

PREVIOUS ACTION:

N/A

POLICY ISSUE:

Section 155.020 of the Code of Ordinances requires the Board of Aldermen to appoint representative to the Economic Development Committee.

FINANCIAL CONSIDERATIONS:

None

ATTACHMENTS:

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

KRISTINE BUNCH, BS, MSE, MBA
206 Richardson Street #749
Smithville, Missouri 64089
(816) 837-0070

- EDUCATION:** Pepperdine University, MBA, Malibu, California, August 2008
Kansas University, MEd. Health, Lawrence, Kansas, May 1997
Rockhurst College, BS. Biology, Kansas City, Missouri, May 1995
Smithville High School, College Prep, May 1991
- EXPERIENCE:**
- Oct '19-present **TMZKK Management, LLC, Kansas City, Missouri**
CEO
- Owner Zuma's Mobile Pet Grooming, LLC
 - Executive Director Kalani Foundation, 501c(3)
 - Founder Smithville News, LLC
- Oct' 18-Oct '19 **Kedrion Biopharma, Inc., Los Angeles, California**
Hospital Specialty Manager
- Strategic rep for Hospital Specialty Plasma Sales, Western Region
 - Work closely with IDNs, GPOs, Distributors and RPCs
 - Responsible for covering 12 Western Regional States
 - Negotiate regional contracts with IDNs and GPOs
- Jan '18-Oct '18 **Parata Systems, Inc., Los Angeles, California**
Sales Executive; Subsidiary Division of McKesson Corporation Inc.
- Responsible for covering 12 Western Regional States
 - Achieved 1Q quota 2018 with Fast Start Finish Award
 - Selling automation to pharmacies, LTC, Central Fill Warehouses
 - Attending industry trade shows to showcase automation options
- Oct '14-Jan '18 **McKesson Corporation Inc, Los Angeles, California**
Sales Executive
- Rookie of the Year FY2017 and Presidents Club Winner 2017
 - Developed sales proposals to C-Suite Executives \$2M+ Annually
 - Rookie of the Year Nominee 2016 with Fast Start Finish Award
 - Achieved 3X over the annual quota with \$28.2M in new business
- Oct '09-Oct '14 **KSB Management Group, LLC, Los Angeles, California**
CEO/Real Estate Developer
- Owned & management several rental properties in CA, AZ and MO
 - Preliminary development Harborview Commons in Smithville, MO
 - CA Real Estate License for KSB Management Group
- June '07-Jan'08 **Nobel Biocare, Los Angeles, California**
Territory Sales Manager
- Key buying influences Oral Surgeons using Nobel Biocare products
 - Conducted monthly market research reports
 - Reached 100% of quota 2007 and ranked # 2 of 14 in District
- Feb'06-Jan '07 **GlaxoSmithKline, Inc., Scottsdale, Arizona**
Senior Sales Manager
- Key buying influences included neurologists and hospital doctors
 - Exceeded new rep quota in 9 months
 - Ranked # 2 of 12 in District 2nd QTR 2006
- Feb '04-Feb '06 **Pfizer, Inc., Los Angeles, California**
Territory Sales Manager
- Presidents Club Winner 2004
 - # 1 of 12 District Rep, 2004, 2005
 - # 1 of 732 USA National Zolofit Award
 - # 1 of 300 Regional Rep 4th QTR 2004
- INTERESTS:** Running, beach, my dogs, traveling, All-Star LinkedIn Profile Rating and Real Estate