

BOARD OF ALDERMEN MEETING
Kearney City Hall 100 East Washington
6:30 p.m., Monday, August 1, 2016

PLANNED AGENDA

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

2. CONSENT AGENDA

- C-1 Declare Snow Plow, Generator, Brine Tank and Lawn Bagger as Surplus to be Sold at Auction
- C-2 Authorize Purchase of New Blower Motor for Wastewater Plant, \$4,800, to have Spare Motor

3. MAYOR'S REMARKS

A.

4. ADMINISTRATOR'S REPORT

- A. Museum Expansion Bids, Consider Acceptance of Lowest and Best Bid

5. PUBLIC REQUESTS & PETITIONS

- A. Ron Cowger, Mirabella Final Plat Plans Change Request to eliminate a Sewer line extension to property on 19th Street between Railroad and Mormon Church

6. PUBLIC HEARINGS

7. OLD BUSINESS

8. NEW BUSINESS

- A. Consider Resolution Authorizing Acceptance of Engineering proposal from TranSystems to design Porter Park/Jesse James Park Pedestrian Bridge, \$74,918.63, and Authorizing a Budget Appropriation of \$75,000 in Fund 28, Highway Construction Fund

9. ALDERMEN DISCUSSION

10. ADJOURNMENT

ENCLOSURES

Agenda w/Meeting Notes

2A. Minutes, Board of Aldermen, July 18th

2B. Bills

CONSENT AGENDA ITEMS

C-1 Bettis Memo Recommending to Declare Snow Plow, Generator, Brine Tank and Lawn Bagger as Surplus to be Sold at Auction

C-2 Bettis memo and letter quote for Purchase of New Blower Motor for Wastewater Plant, \$4,800, to have Spare Motor

4A. Museum Bid tab

5A. Email Memo from Steve Hansen, Star Development, Mirabella Sewer Line to Property on 19th Street, between Railroad and Mormon Church

8A. Resolution and Contract with TranSystems for Clear Creek Pedestrian Bridge

MISCELLANEOUS CORRESPONDENCE

1. Missouri TAP Funding—Dogwood Sidewalk Project Approved--\$180,000
2. Liquor Letter for 2016 Jesse James Outlaw Air Show

REPORTS

1. Calendar, August
2. Kearney Police Report, July 11 to July 24th 2016
3. Building Permit Report, June

This Meeting: Alderman Holt will be out of town, and we will be calling him.

Next Meeting: The next regular Board meeting will be **Monday, August 15th 6:30 p.m.**, at Kearney City Hall, 100 East Washington Street.

2 CONSENT AGENDA The Consent Agenda permits several items to be reviewed and approved by one motion in order to expedite the meeting. The following items are being submitted for Board approval:

- 2A. Board Meeting Minutes, July 18th**
- 2B. Bills Presented for Payment**

CONSENT AGENDA ITEMS SUBMITTED FOR APPROVAL

C-1 Declare Snow Plow, Generator, Brine Tank and Lawn Bagger as Surplus to be Sold at Auction Enclosed is a memo recommending the sale of a snow plow, generator, brine tank and grass bagger, as this property is no longer used by the City.

Approval is recommended.

C-2 Authorize Purchase of New Blower Motor for Wastewater Plant, \$4,800, to have Spare Motor A blower motor has gone bad, and we believe it will be repaired under warranty, but we don't want to be left with two blowers for an extended period (although only two are required), therefore, enclosed is a proposal to purchase a new motor for \$4,800 including freight and labor from the equipment supplier, Enviro-line Co., Inc.

If the factory determines the motor repairs are under warranty, we will put on the shelf for a backup.

Approval is recommended.

MAYOR'S REPORT

4A Bid Tab for Museum Expansion We hope to have a recommendation for Monday's Board meeting, as we are in discussions with the Zipco Contracting—the 2nd low, who actually bid wet cast stone for the façade—which exceeds our specification. We had spec'd the facing moldings to be polyurethane.

The low dollar bidder was Herner of St. Joseph, who is being awarded the Police Station work. Their bid is \$265,232. We have visited with them and they appear capable of performing the job as spec'd, however, we were concerned their stucco sub had contemplated 50% of the West parapet wall being kept in place—we think it fall away as it is touched.

Zipco is a little over 8.6% higher at \$287,900. Zipco, with their subcontractor MTS has done the restoration of the Adkins Johnson House in Gladstone. MTS also did the restoration of the Leadership Institute—several pictures of the restoration are included in 4A.

Gerri Spencer and Jim are still working through some issues, that are hoped to be addressed by Monday meeting time. MTS had submitted some qualifications to the bid that we are discussing—they are enclosed.

Both Zipco and MTS are located in Clay County and their owners all live in the Kearney School District—we have a lot of respect for the work they do.

The budget was \$250,000—we need \$50,000 more—which could be financed or self funded. We do believe the planned improvements will give the City a long life, low maintenance building that can serve many educational and social functions.

As to financing, we have asked Piper Jaffrey to evaluate the City's debt obligations as their may be some possibility to re-finance to achieve low interest costs on existing debt.

We initially budgeted to finance \$425,000—we will have a recommendation from Piper Jaffrey at the August 18th Board meeting.

Bid tab and plans are enclosed.

5A. Email Memo from Steve Hansen, Star Development, Mirabella Sewer Line to Property on 19th Street, between Railroad and Mormon Church Star Development (Tim Harris) is developing the housing subdivision called Mirabella, which is accessed through Jamestowne Village via Southport Drive—which connects to 19th Street between the Mormon Church and the Community Covenant Church.

Enclosed is a memo from their Engineer Steve Hansen requesting the City amend the subdivision plans to delete a proposed sewer extension to the property south of the subdivision, fronting on 19th Street, between the Railroad and the Mormon Church. This property is currently owned by Jim Hedrick.

Hansen points out the sewer extension will not provide gravity sewer for the property and should be sewer from the South, as Greenfield develops.

Hedrick had seen the plans for the sewer and assumed it would be constructed as approved by the City—his engineer says they can make it work.

The City is responsible for seeing public utilities be extended to adjacent properties where feasible, to insure for the proper growth and development of the City.

The Board approved the subdivision with the sewer extension included, and the Board would need to authorize an amendment to the plans, if the sewer line is to be deleted.

8A Resolution Awarding Contract to Transystems for Design of Pedestrian Bridge Connecting Porter Park to Jesse James Park over Clear Creek The City has qualified for a \$200,000 to be used toward the project to construct a pedestrian bridge over Clear Creek, connecting Mack Porter Park to Jesse James Park.

TranSystems was selected as the most qualified engineer to perform the work, and a contract has been negotiated for engineering design totaling \$74,918.63. This amount was not included in the current budget, and it is recommended an appropriation of \$75,000 from Fund 28, Highway Construction Fund be established by adding engineering line item for this purpose.

July 18, 2016

The Board of Aldermen, City of Kearney, Missouri, met in regular session at Kearney City Hall, 100 East Washington, July 18, 2016 at 6:30 P.M. with Mayor Dane presiding. Members present were Dan Holt, Marie Steiner and Gerri Spencer. Eric Shumate attended by phone and video. Staff members present were Jim Eldridge, Jay Bettis, David Pavlich and Shirley Zimmerman.

Mayor Dane opened the meeting with the Pledge of the Allegiance.

AMEND AGENDA A motion was made by Alderman Holt and seconded by Alderman Steiner to amend the Agenda to add approval of additional sidewalks to the Southview Elementary Sidewalk Project under New Business. The motion carried unanimously.

CONSENT AGENDA The following items were submitted for the Board of Aldermen to approve:

- Minutes for the July 5, 2016 meeting
- Bills presented for payment
- Waive \$30 building permit fee for School Tennis Courts Project

A motion was made by Alderman Spencer and seconded by Alderman Holt to approve the Consent Agenda as presented. The motion carried unanimously.

MAYOR'S REMARKS

SWIMMING POOL Mayor Dane said there are wild assertions spreading in the community that the City is going to build a \$30 million dollar Community Center. He said there will be a swimming pool but the Community Center will come much later.

Mayor Dane said Laura Stewart has a very nice video on Facebook promoting a swimming pool in Kearney. He said the issue is the difficulty in building a pool. He said everything people mention we have done but there is no money at this time. He said these people telling these stories need to attend the public meetings and know what is going on.

Mayor Dane said we have authorized the YMCA to do a study and it isn't completed yet. He said we will share this study as soon as we receive it. He said we can't make the November election because we don't have the necessary information to sell a levy issue. He said it will take a levy of close to fifty cents to build and maintain a pool.

Mayor Dane said if the public is going to pay for it they need to know what they are going to get for their money. He said he encourages the residents of Kearney to come to meetings and get involved.

ADMINISTRATOR'S REPORT

KEARNEY POLICE STATION BIDS Staff presented the bid tab for the Police Station remodel and said Herner Construction was the low bid for a total of \$144,500.

Architect Rick Kuhl met with the low bidder to make sure his bid was accurate and he would honor his bid. His bid was approximately \$62,000 lower than the next bid.

Mayor Dane asked how many change orders there will be with this project. Staff said it is a well defined set of plans and there isn't much mystery to the work being done.

Alderman Holt asked about the elevator being in the project. Staff said the elevator would cost \$240,000 and would be on the opposite side of the entry way. That may be done in the future but they have a stair glide in the back entrance currently.

Staff said we will be opening the Museum bids tomorrow and we would hope to move forward then with the financing. In the event the Museum comes in too high we have surplus money from last year's budget that we can use to go ahead and start the remodel job at the Police Station.

Alderman Steiner said she is also concerned about change orders since the bid is so low. Staff said they are a small company and they do most of the labor themselves which helps cut the cost.

Alderman Steiner asked how long it will take to complete. Staff said the contract says 75 days. We hope to start the project around the middle of August.

A motion was made by Alderman Spencer and seconded by Alderman Holt to accept the low bid from Herner Construction for \$144,500 to remodel the basement of the Police Station. The motion carried unanimously.

PUBLIC REQUESTS & PETITIONS

JIM & BONNIE GABRIEL, 412 LEE DRIVE STORMWATER CONCERNS Staff said the storm pipe and inlet at Silhouette and Shadowbrook Drive was packed full of brush and caused Silhouette to flood, overtopping the street and flowing down through the back yard of Gabriels and other homeowners, consistent with the approved design.

Jim and Bonnie Gabriel, 412 Lee Drive, said they moved here last September. On July 2, 2016 they had water up to their basement walkout. They also had a lot of silt, etc in their back yard. They said Jim Eldridge and Jay Bettis came to their house and discovered the storm drain that was clogged up. They said they worked for two days in the heat to fix the problem.

Jim Gabriel said they just want to make sure something is done to help prevent this from happening again. They said the land to the West of them drains right down to their property.

JIM & BONNIE GABRIEL, 412 LEE DRIVE STORMWATER CONCERNS

Mayor Dane asked how this major blockage occurred. Jay Bettis, Director of Utilities and Streets said there is a curb inlet box with a 36 inch pipe going into it by their property. He said the pipe was completely blocked with debris coming from the Shanks property.

Mr. Bettis said it was so clogged that Ace Pipe couldn't get through it. They had to clean it out by using a bucket. He said they finally got it cleared enough that Ace Pipe could go ahead and get it completely open. He said it is currently working properly but we must do something to prevent this from re-occurring.

Mr. Bettis said he has been talking to Chris Shipley to do some grading to create some drainage swales. He said we will build sediment ponds at the mouth of the two tube inlets West of Silhouette. We will create a sediment basin that will capture debris and erosion. He said we will then need to clean out the debris and erosion after each significant storm event.

Alderman Steiner asked if this is the only place this has happened. Staff said we check these areas frequently. The sad thing is that these heavy rains usually happen at night. This problem probably started last year and then when Gary Shanks done a deforestation of the drainage way it finished clogging.

Alderman Shumate said kudos to Jay Bettis and Jim Eldridge for responding to this and taking care of the problem. He said we need to really pay attention to future development in that area. He said we may need more stringent guide lines than the 10 year storm events in that area.

Mr. Gabriel said he will be glad to see anything done to slow down the drainage towards their house. He said once again he wanted to thank the City for their fast response to help him.

NEW BUSINESS

**HONEYSUCKLE STREET EXTRA TO SOUTHVIEW ELEMENTARY
SIDEWALK PROJECT**

David Pavlich, Community Development Director said we will be building sidewalk along 19th Street in front of the High School and then extending the sidewalk in Blue Sky Gardens on down to Southview Elementary. The existing sidewalk along Honeysuckle is poor quality sidewalk.

Amino Brothers, the contractor for the project, will replace the sidewalk along Honeysuckle for \$45,169.30. We have \$50,000 in the budget for sidewalks.

A motion was made by Alderman Holt and seconded by Alderman Spencer to approve Staff accepting the bid of \$45,169.30 from Amino Brothers and signing contracts to replace the sidewalk along Honeysuckle in Blue Sky Gardens. The motion carried unanimously.

ALDERMEN DISCUSSION

ALDERMAN SPENCER, REPORT ON MUSEUM CONFERENCE IN DC

Alderman Spencer gave a Power Point presentation on her trip to Washington DC for the Museum Conference. She said there were over 6,000 people in attendance. She said it was a very informative conference and she purchased several books to guide everyone on the development of the Museum expansion and display items in the museum.

ALDERMAN HOLT Alderman Holt asked what the City is going to do about the drainage area in Lion's Park in front of the Band Stand. He said it is always wet.

Staff said they are going to bring in dirt and regrade the area. They will then mulch and seed the area.

Alderman Holt also said there will be a free concert in Lion's Park this Friday, July 22, 2016.

ADJOURNMENT There being no further business on the agenda, a motion was made by Alderman Holt and seconded by Alderman Spencer to adjourn. The motion carried unanimously.

The following bills were presented for payment at the July 18, 2016 meeting:

VENDOR NAME	ORG DESC	AMOUNT	CHECK NO	FULL DESC
PAYCOR PAYROLL	General Fund Balance Acct	\$9,254.56	1202	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	General Fund Balance Acct	\$2,785.00	1203	STATE WITHHOLDING
DELTA DENTAL OF MO	General Fund Balance Acct	\$1,407.08	4014015	DENTAL INS. - AUGUST
HUMANA INSURANCE CO	General Fund Balance Acct	\$16,768.13	4014027	HEALTH & LIFE INS. - AUGUST
PAYCOR PAYROLL	General Fund Balance Acct	\$7,486.30	1202	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	General Fund Balance Acct	\$1,750.90	1202	FICA, FIT, MED PAYROLL TAXES
VOYA FINANCIAL ADVIS	General Fund Balance Acct	\$1,458.00	4014078	DEFERRED COMP VF-3137
PAYCOR PAYROLL	General Fund Balance Acct	\$225.00	1201	FAMILY SUPPORT
MO DEPT OF REVENUE-C	General Fund Balance Acct	\$434.63	4014050	CVC FEES-JUNE
MO DEPT OF PUBLIC	General Fund Balance Acct	\$61.00	4014048	POST FEES-JUNE
SYNERGY SERVICES INC	General Fund Balance Acct	\$244.00	4014070	DV FEES
BIGGER VALUE FIREWOR	General Admin. Revenues	\$1,000.00	4014002	FIREWORKS CLEAN UP REFUND
SMITH, BURT	General Admin. Revenues	\$1,000.00	4014065	FIREWORKS CLEAN UP REFUND
MISSOURI GAS ENERGY	City Hall Expenses	\$60.16	4014045	CITY HALL
FAIRPOINT COMMUNICAT	City Hall Expenses	\$554.59	4014019	CITY HALL, PD, ST
PAYCOR PAYROLL	City Hall Expenses	\$357.36	1200	PAYROLL SERVICE FEE
NPG NEWSPAPERS INC	City Hall Expenses	\$73.08	4014053	CEMETERY CLEAN UP AD
COVERALL OF KANSAS	City Hall Expenses	\$234.00	4014013	CITY HALL CLEANING-JULY
K.C. METRO LAWN	City Hall Expenses	\$35.00	4014031	WEED CONTROL 6/30
GRAFF TECHNOLOGY	City Hall Expenses	\$55.00	4014022	FIX JIM'S COMPUTER
SOL	City Hall Expenses	\$55.00	4014022	FIX JIM'S COMPUTER
UMZUZU	City Hall Expenses	\$155.94	4014073	GOOGLE E-MAIL/APS, JULY
ELDRIDGE, JIM	City Hall Expenses	\$24.87	4014018	MARC MTG-59.2 MILES
HALL, R. BRIAN, PC	City Hall Expenses	\$3,630.00	4014024	24.4 HR P&Z, 6 HRD CRT

K.C. METRO LAWN PROFORMA PROMOTIONAL	City Hall Expenses	\$227.50	4014031	REMOVE OLD FLWRS/DECORATIONS
COSENTINO'S PRICE	City Hall Expenses	\$306.36	4014059	500 COURT FILE FLDRS
STAPLES ADVANTAGE	City Hall Expenses	\$16.14	4014012	6 CASES WATER
STAPLES ADVANTAGE	City Hall Expenses	\$97.87	4014067	MINUTE BOOK
SHRED-IT	City Hall Expenses	\$35.74	4014067	EXPO, SCISSORS, PENS & ENVELOPES
PITNEY BOWES	City Hall Expenses	\$17.69	4014064	DOCUMENT SHRED @ CITY HALL
TAKECAREOFMYWEBSITE	City Hall Expenses	\$666.67	4014056	POSTAGE FOR MACHINE
HALL, R. BRIAN, PC	City Hall Expenses	\$600.00	4014071	JULY & AUG WEB SERVICE
CLAY COUNTY DETENTN	Court & Legal Expenses	\$900.00	4014024	24.4 HR P&Z, 6 HRD CRT
SPRINT	Court & Legal Expenses	\$39.00	4014010	1 PRISONER, 1 DAY
NPG NEWSPAPERS INC	Community Development Dir Exp	\$97.92	4014066	22 CELLS & 6 TABLETS
UPS	Community Development Dir Exp	\$90.00	4014053	CITY COMP PLAN AD
LARKIN LAMP	Community Development Dir Exp	\$36.00	4014075	AIRPORT SEWER EXHIBITS DOVECOTT REVIEW, DRAINAGE, TENNIS CRT
LARKIN LAMP	Community Development Dir Exp	\$1,321.50	4014038	
PLATTE CLAY ELECTRIC	Community Development Dir Exp	\$41.20	4014038	LAFUENTE SITE PLAN
METRO SPORTSWEAR	Community Development Dir Exp	\$135.00	4014057	COMM. DEV. - 66 GAL FUEL
CINTAS CORP	Community Development Dir Exp	\$124.95	4014042	5 WORK SHIRTS-COFFELT
MISSOURI GAS ENERGY	Community Development Dir Exp	\$3.76	4014009	UNIFORM RENTALS
MISSOURI GAS ENERGY	Firehouse Center	\$50.43	4014045	OLD FIRE HOUSE
MISSOURI GAS ENERGY	Kearney Historic Museum Expns	\$38.15	4014045	MUSEUM 2
MISSOURI GAS ENERGY	Kearney Historic Museum Expns	\$38.15	4014045	MUSEUM
ELDRIDGE, JIM	Kearney Historic Museum Expns	\$215.07	4014018	REIMB: CASE/RADIO-95.4 MI
ALOTTA STUFF AT STAN	Kearney Historic Museum Expns	\$400.00	4013992	WHITE CURIO DISPLAY CABINET
KURTZ, QUENTIN	Kearney Historic Museum Expns	\$35.00	4013993	DOCTOR'S BAG--MUSEUM
DE FEVER, LISA	Kearney Historic Museum Expns	\$350.00	4013994	HENREDON DISPLAY CABINET
BURKHALTER, DENNIS	Police Dept. Expenses	\$120.00	4014006	8 HRS @ PD FRNT DESK
KIRKLAND, ADAM	Police Dept. Expenses	\$90.00	4014036	WORK FIREWORKS EVENT
MISSOURI GAS ENERGY	Police Dept. Expenses	\$38.15	4014045	POICE STATION
FAIRPOINT COMMUNICAT	Police Dept. Expenses	\$735.15	4014019	CITY HALL, PD, ST
SPRINT	Police Dept. Expenses	\$341.10	4014066	22 CELLS & 6 TABLETS
NPG NEWSPAPERS INC	Police Dept. Expenses	\$135.12	4014053	POLICE TRNG RM AD
ROYAL PAPER	Police Dept. Expenses	\$39.00	4014063	TRASH BAGS, 40 BXS NITRILE GLVS
K.C. METRO LAWN	Police Dept. Expenses	\$48.00	4014031	WEED CONTROL 6/30
ARMORY	Police Dept. Expenses	\$18.95	4013999	TRAFFIC WAND KPD982
COMMENCO, INC.	Police Dept. Expenses	\$81.50	4014011	REPAIR PORTABLE RADIO KPD972
HATFIELD, BARNEY	Police Dept. Expenses	\$179.95	4014025	REPR VAC CLNR AT POL STATION
NUTS AND BOLTS	Police Dept. Expenses	\$85.92	4014054	BATTERIES FOR 7-3 FIREWORKS
UMZUZU	Police Dept. Expenses	\$138.61	4014073	GOOGLE E-MAIL/APS, JULY
AMERICAN PRIDE EXPRE	Police Dept. Expenses	\$44.95	4013998	LUBE/OIL 0KW467
O'REILLY AUTOMOTIVE	Police Dept. Expenses	\$135.58	4014055	BIKE RACK -KPD983
O'REILLY AUTOMOTIVE	Police Dept. Expenses	\$4.77	4014055	LIGHT BULB KPD978
PORTER'S SERVICE	Police Dept. Expenses	\$781.22	4014058	STEERING RACK/GEAR KPD977
PORTER'S SERVICE	Police Dept. Expenses	\$606.93	4014058	NEW RADIATOR/TRANS SERVICE

PORTER'S SERVICE	Police Dept. Expenses	\$881.04	4014058	OIL PAN/FILTER GASKETS/WIPERS ETC
PORTER'S SERVICE	Police Dept. Expenses	\$250.89	4014058	TRANSMISSION SERVICE KPD984
PORTER'S SERVICE	Police Dept. Expenses	\$975.64	4014058	IGN.COIL/PLUG/BRAKE HOSES/ KPD977
PORTER'S SERVICE	Police Dept. Expenses	\$404.76	4014058	SPARK PLUGS, ING WIRING KPD980
PORTER'S SERVICE	Police Dept. Expenses	\$503.91	4014058	RADIATOR COOLING FAN KPD984
PORTER'S SERVICE	Police Dept. Expenses	\$221.65	4014058	REC ACTUATOR MTR KPD984
HUNTS CAR CARE CNTR	Police Dept. Expenses	\$15.00	4014028	TIRE REPAIR KPD978
HUNTS CAR CARE CNTR	Police Dept. Expenses	\$412.38	4014028	BLOWER MTR/RISISTOR & KIT KPD985
HUNTS CAR CARE CNTR	Police Dept. Expenses	\$425.60	4014028	WHEEL HUB/BEARINGS KPD984
COSENTINO'S PRICE	Police Dept. Expenses	\$29.90	4014012	WATER FOR OFFICERS @ JULY 3RD
STAPLES ADVANTAGE	Police Dept. Expenses	\$28.91	4014067	EXPO, SCISSORS, PENS & ENVELOPES
ROYAL PAPER	Police Dept. Expenses	\$182.46	4014063	TRASH BAGS, 40 BXS NITRILE GLVS
SHRED-IT	Police Dept. Expenses	\$23.95	4014064	DOCUMENT SHRED @ PD
PLATTE CLAY ELECTRIC	Police Dept. Expenses	\$2,611.87	4014057	PD - 1,279 GAL FUEL
ALTERATIONS AND	Police Dept. Expenses	\$5.52	4013997	ALTERATIONS KPD981
MOTOROLA SOLUTIONS	Police Dept. Expenses	\$43,858.20	4014052	20 PORTABLE RADIOS,CASES,MICS, BATT
SUNNY COMMUN	Police Dept. Expenses	\$15,504.00	4014069	17 MOTOROLA MOBILE 800 RADIOS/ANT
PAYCOR PAYROLL	Park Fund Balance Acct	\$1,083.70	1202	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	Park Fund Balance Acct	\$371.00	1203	STATE WITHHOLDING
DELTA DENTAL OF MO	Park Fund Balance Acct	\$154.52	4014015	DENTAL INS. - AUGUST
HUMANA INSURANCE CO	Park Fund Balance Acct	\$1,593.61	4014027	HEALTH & LIFE INS. - AUGUST
PAYCOR PAYROLL	Park Fund Balance Acct	\$1,216.68	1202	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	Park Fund Balance Acct	\$284.54	1202	FICA, FIT, MED PAYROLL TAXES
VOYA FINANCIAL ADVIS	Park Fund Balance Acct	\$150.00	4014078	DEFERRED COMP VF-3137
SPRINT	Park Fund Expenses	\$89.89	4014066	22 CELLS & 6 TABLETS
CHRIS' LAWN CARE	Park Fund Expenses	\$175.00	4014008	REPL SPRINKLER HEADS @ AMPH
PUBLIC WATER DIST#3	Park Fund Expenses	\$94.26	4014060	IRRIGATION @ JJ PARK
PUBLIC WATER DIST#3	Park Fund Expenses	\$66.59	4014060	JJ PARK WTR USAGE
K.C. METRO LAWN	Park Fund Expenses	\$1,110.00	4014031	PRE-EMERGENT-FERTILIZE
NUTS AND BOLTS	Park Fund Expenses	\$28.99	4014054	EAR PROTECTION
NUTS AND BOLTS	Park Fund Expenses	\$16.98	4014054	BATTERIES 9V & AA
O'REILLY AUTOMOTIVE	Park Fund Expenses	\$3.49	4014055	FUSE FOR GATOR
O'REILLY AUTOMOTIVE	Park Fund Expenses	\$4.98	4014055	TIRE REPAIR KIT & GAUGE
PORTER'S SERVICE	Park Fund Expenses	\$29.40	4014058	REPR JD FRT TIRE
PORTER'S SERVICE	Park Fund Expenses	\$780.57	4014058	REPL FUEL FILTER & PUMP
JEFF SOLIGO CONST CO	Park Fund Expenses	\$881.00	4014030	SAND FOR FIREWORKS DISPLAY
LANDEWEE, JOSHUA	Park Fund Expenses	\$2,415.00	4014037	SOFTBALL SUPERVISOR & UMP
DEWEESE, CODY	Park Fund Expenses	\$120.00	4014016	SOFTBALL UMPIRE
MOORE, BRIAN	Park Fund Expenses	\$80.00	4014051	SOFTBALL UMPIRE
WYATT, ROBERT	Park Fund Expenses	\$80.00	4014084	SOFTBALL UMPIRE 4 GAMES
PLATTE CLAY ELECTRIC	Park Fund Expenses	\$362.37	4014057	PARK - 187 GAL FUEL
PITNEY BOWES	Park Fund Expenses	\$666.67	4014056	POSTAGE FOR MACHINE
CINTAS CORP	Park Fund Expenses	\$5.32	4014009	UNIFORM RENTALS
LIBERTY HOSPITAL URG	Park Fund Expenses	\$50.00	4014040	NEW EMPL SCREENING-GOODMAN
KEARNEY ROTARY	Park Special Projects	\$500.00	4014034	SCOTTY MCCREERY CONCERT SET UP
LEHMAN, DAIVD	Park Special Projects	\$75.00	4014039	SPOT LIGHT OPERATOR S. MCCREERY
NPG NEWSPAPERS INC	Park Special Projects	\$3,772.00	4014053	STICKY NOTES AD-MO/DYLAN
COSENTINO'S PRICE	Park Special Projects	\$93.89	4014012	DYLAN SCOTT GROCERIES
WDAF-FM	Park Special Projects	\$470.00	4014080	DYLAN SCOTT RADIO ADS-JUNE

UPS	Park Special Projects	\$78.00	4014075	POSTERS FOR AMPH
UPS	Park Special Projects	\$6.98	4014075	BUBBLE MAILERS
KIRKLAND, ADAM	Park Special Projects	\$75.00	4014036	MO PITNEY SECURITY
FRIZZELL, ANDREW	Park Special Projects	\$120.00	4014020	MO PITNEY SECURITY
MARRS, MATTHEW M	Park Special Projects	\$700.00	4014041	OPENER FOR S MCCREERY
NUTS AND BOLTS	Park Special Projects	\$18.98	4014054	DUCT TAPE FOR AMPH
NUTS AND BOLTS BLUE CREW PRODUCTION	Park Special Projects	\$12.99	4014054	BATTERIES 9V & AA
MO DEPT OF REVENUE	Park Special Projects	\$24,000.00	4014003	SCOTTY MCCREERY CONCERT BALANCE
WITHEE, DANIEL	Park Special Projects	\$272.00	4014049	MO ENT TAX PAYMENT Q-2
REESE, BRIAN	Park Special Projects	\$75.00	4014082	SPOTLIGHT OP 7/23
EDWARDS, TYLER	Park Special Projects	\$800.00	4014061	SOUND TECH 7/23
BENDER, JOHN M	Park Special Projects	\$120.00	4014017	MO PITNEY SECURITY
PAYCOR PAYROLL	Park Special Projects	\$120.00	4014001	SECURITY MO PITNEY
PAYCOR PAYROLL	Transportation Fund Balance	\$655.06	1202	FICA, FIT, MED PAYROLL TAXES
DELTA DENTAL OF MO	Transportation Fund Balance	\$218.00	1203	STATE WITHHOLDING
HUMANA INSURANCE CO	Transportation Fund Balance	\$65.28	4014015	DENTAL INS. - AUGUST
PAYCOR PAYROLL	Transportation Fund Balance	\$2,548.86	4014027	HEALTH & LIFE INS. - AUGUST
PAYCOR PAYROLL	Transportation Fund Balance	\$747.96	1202	FICA, FIT, MED PAYROLL TAXES
PLATTE CLAY ELECTRIC	Transportation Fund Balance	\$174.92	1202	FICA, FIT, MED PAYROLL TAXES
PLATTE CLAY ELECTRIC	Transportation Expense	\$7,270.95	4014057	STREET LIGHTS
PLATTE CLAY ELECTRIC	Transportation Expense	\$14.10	4014057	ST LT BETWEEN PROSPECT-LAUREL
PLATTE CLAY ELECTRIC	Transportation Expense	\$13.39	4014057	ST LT @ HEATHER-EMERALD 218410
AMEREN UE	Transportation Expense	\$28.78	1199	ST LIGHT @ CVS 1467062005
MISSOURI GAS ENERGY	Transportation Expense	\$38.15	4014045	COMPOST BLDG
MISSOURI GAS ENERGY	Transportation Expense	\$38.15	4014045	STREET BARN
FAIRPOINT COMMUNICAT	Transportation Expense	\$55.46	4014019	CITY HALL, PD, ST
SPRINT	Transportation Expense	\$127.88	4014066	22 CELLS & 6 TABLETS DOVECOTT REVIEW, DRAINAGE, TENNIS CRT
LARKIN LAMP	Transportation Expense	\$3,022.40	4014038	WASP KILLER
NUTS AND BOLTS	Transportation Expense	\$18.92	4014054	AC REFILL, VALVE
O'REILLY AUTOMOTIVE	Transportation Expense	\$128.79	4014055	OIL, WD-40
O'REILLY AUTOMOTIVE	Transportation Expense	\$36.94	4014055	FLAG HOLDERS
NUTS AND BOLTS	Transportation Expense	\$4.29	4014054	GOOGLE E-MAIL/APS, JULY
UMZUZU	Transportation Expense	\$20.79	4014073	TRK 2 BRAKE CALIPERS & BRACKETS
PORTER'S SERVICE	Transportation Expense	\$767.50	4014058	TRK 6 ROTATE/BAL/RETORQ
PORTER'S SERVICE	Transportation Expense	\$249.90	4014058	19TH ST DRAIN COVER
IRONMIKE'S WELDING	Transportation Expense	\$45.00	4014029	STREET - 237 GAL FUEL
PLATTE CLAY ELECTRIC	Transportation Expense	\$457.25	4014057	UNIFORM RENTALS
CINTAS CORP	Transportation Expense	\$10.17	4014009	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	W&S Revenue Balance Acct	\$2,247.75	1202	STATE WITHHOLDING
PAYCOR PAYROLL	W&S Revenue Balance Acct	\$783.00	1203	DENTAL INS. - AUGUST
DELTA DENTAL OF MO	W&S Revenue Balance Acct	\$469.52	4014015	HEALTH & LIFE INS. - AUGUST
HUMANA INSURANCE CO	W&S Revenue Balance Acct	\$7,043.77	4014027	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	W&S Revenue Balance Acct	\$2,311.68	1202	FICA, FIT, MED PAYROLL TAXES
PAYCOR PAYROLL	W&S Revenue Balance Acct	\$540.62	1202	FICA, FIT, MED PAYROLL TAXES
VOYA FINANCIAL ADVIS	W&S Revenue Balance Acct	\$300.00	4014078	DEFERRED COMP VF-3137
MISSOURI SALES TAX	W&S Revenue Balance Acct	\$2,432.87	4014047	SALES TAX PMT-JUNE
FAIRPOINT COMMUNICAT	W & S Admin. Expenses	\$130.09	4014019	WTR PHONE & INTERNET
CENTURYLINK	W & S Admin. Expenses	\$187.62	4014007	SWR PHONE & DSL

CENTURYLINK	W & S Admin. Expenses	\$105.21	4014007	162 TWR 431853888
CENTURYLINK	W & S Admin. Expenses	\$164.73	4014007	I-35 TWR 440952605
SPRINT	W & S Admin. Expenses	\$264.12	4014066	22 CELLS & 6 TABLETS
UMZUZU	W & S Admin. Expenses	\$124.76	4014073	GOOGLE E-MAIL/APS, JULY
AMERICAN PRIDE EXPRE	W & S Admin. Expenses	\$48.95	4013998	LUBE/OIL WATER15
AMERICAN PRIDE EXPRE	W & S Admin. Expenses	\$40.95	4013998	LUBE/OIL MO-18
PORTER'S SERVICE	W & S Admin. Expenses	\$49.38	4014058	LUBE/OIL WTR1
PORTER'S SERVICE	W & S Admin. Expenses	\$644.00	4014058	BRAKE HOSES & CALIPERS
CUSI	W & S Admin. Expenses	\$200.00	4014014	CONF FEES-ZIMM, BETTIS
STAPLES ADVANTAGE	W & S Admin. Expenses	\$18.94	4014067	EXPO, SCISSORS, PENS & ENVELOPES
PLATTE CLAY ELECTRIC	W & S Admin. Expenses	\$687.50	4014057	WATER - 309 GAL FUEL
PITNEY BOWES	W & S Admin. Expenses	\$666.66	4014056	POSTAGE FOR MACHINE
U S POSTAL SERVICE	W & S Admin. Expenses	\$4,000.00	4014072	TRUST ACCOUNT WTR BILLS
CINTAS CORP	W & S Admin. Expenses	\$21.03	4014009	UNIFORM RENTALS
MISSOURI GAS ENERGY	Water Plant Expenses	\$38.15	4014045	WATER PUMPS
MISSOURI GAS ENERGY	Water Plant Expenses	\$38.15	4014045	WATER PLANT
ADT SECURITY SERVICE	Water Plant Expenses	\$31.95	4013996	WTR PLT 201311326
BROTCKE WELL	Water Plant Expenses	\$6,258.00	4014005	WELL 1 & 2 MOTORS
KEARNEY FEED	Water Plant Expenses	\$36.00	4014033	6 BALES STRAW
MISSOURI ONE CALL	Water Plant Expenses	\$369.20	4014046	284 LOCATE REQUEST
WESTERN EXTRALITE	Water Plant Expenses	\$638.52	4014081	STARTER AIR COMP @ WTR PLT
KANSAS CITY WATER SE	Water Plant Expenses	\$42,250.36	4014032	13.2 MIL GAL - KC WATER
USA BLUE BOOK	Water Plant Expenses	\$371.95	4014077	SAMPLING PUMPS
UPS	Water Plant Expenses	\$92.78	4014075	WATER SAMPLES-JUNE
BRENNTAG MID-SOUTH	Water Plant Expenses	\$1,375.44	4014004	CHLORINE
BRENNTAG MID-SOUTH	Water Plant Expenses	\$1,486.50	4014004	TREATMENT CHEMICALS
HD SUPPLY	Water Plant Expenses	\$125.53	4014026	METER SET PARTS
KEARNEY WINSUPPLY	Water Plant Expenses	\$393.18	4014035	METER SET PARTS
KEARNEY WINSUPPLY	Water Plant Expenses	-\$205.48	4014035	RETURN 14 LIDS
KEARNEY WINSUPPLY	Water Plant Expenses	\$2,234.33	4014035	METER SET PARTS
ACE PIPE CLEANING, I	Sewer Plant Expenses	\$1,282.50	4013995	BASIN #3 CLEAN OUT
YATES ELECTRIC CO.	Sewer Plant Expenses	\$21.10	4014085	BATTERY COMP @ WWTP
RHODUS, GREG	Sewer Plant Expenses	\$5,000.00	4014062	250 T SLUDGE HAULED
MID-AMERICA PUMP	Sewer Plant Expenses	\$2,316.29	4014043	VALVES REPAIR @ WWTP
O'REILLY AUTOMOTIVE	Sewer Plant Expenses	\$204.00	4014055	6 AIR FILTERS, CASE BRAKE CLEANER
UNITED BLOWER, INC.	Sewer Plant Expenses	\$698.00	4014074	BLOWER ELEMENTS
WALLIS LUBRICANT	Sewer Plant Expenses	\$890.03	4014079	CLARIFIERS GEAR BOX & BLOWER OIL
HACH CHEMICAL	Sewer Plant Expenses	\$138.79	4014023	LBOD SENSOR CAP REPL
HACH CHEMICAL	Sewer Plant Expenses	\$2,182.39	4014023	TESTING DO PROBE BASIN 3
HACH CHEMICAL	Sewer Plant Expenses	\$92.54	4014023	TUBING FOR SAMPLER
USA BLUE BOOK	Sewer Plant Expenses	\$352.07	4014077	TESTING SUPPLES
MIDWEST LABORATORIES	Sewer Plant Expenses	\$122.78	4014044	AMONIA TEST TREATMENT CHEMICALS FOR SLUDGE
MID-AMERICA PUMP	Sewer Plant Expenses	\$267.77	4014043	PRESS
BEGGS, JAKE	Meter Deposit Bal. Acct	\$59.61	4014000	METER REFD 801 E 13TH ST
MICHAEL WOOD	Meter Deposit Bal. Acct	\$35.00	4014083	METER REFD 1005 REGENCY DR
US BANCORP	Sewer Cap. Imp. Expenses	\$3,087.41	4014076	ROTARY FAN PRESS
US BANCORP	Sewer Cap. Imp. Expenses	\$605.14	4014076	ROTARY FAN PRESS
K.C. METRO LAWN	Highway Constr Expense	\$450.00	4014031	WEED CONTROL 6/30

UMB BANK	2001 SRF Rev Bd Expense	\$13,333.33	1206	2001C DWSRF KC WATER
UMB BANK	2001 SRF Rev Bd Expense	\$2,797.91	1206	2001C DWSRF KC WATER
UMB BANK	W & S Oblig. Expenses	\$4,583.33	1205	1997E SRF GO BONDS
GILMORE & BELL	2015 G.O. Hwy Bond Expense	\$850.00	4014021	POST ISSURANCE COMPLIANCE
STAR ACQUISITIONS	Shoppes Tif Expense	\$25,481.27	4014068	JULY EATS
	TOTAL	\$328,751.54		

APPROVED: _____ **ATTEST:** _____
Billy R. Dane, Mayor **Jim Eldridge, City Clerk**

PLANNING AND ZONING COMMISSION

July 11, 2016

The Planning and Zoning Commission, City of Kearney, Missouri, met in regular session at 6:30 P.M., July 11, 2016 at Kearney City Hall with Darren Hiley presiding. Other members present were Dan Holt, Jason Hoyt, Doyle Riley, Chuck Davis and Kent Porter. Kathy Barger was absent. Staff members present were David Pavlich and Shirley Zimmerman.

Darren Hiley opened the meeting with the Pledge of Allegiance.

CONSENT AGENDA

➤ Minutes of the June 13, 2016 meeting

A motion was made by Kent Porter and seconded by Doyle Riley to approve the Consent Agenda as presented. The motion carried unanimously.

PUBLIC HEARINGS

SIGN CODE AMENDMENT Staff presented an amendment to the Zoning Order to allow additional monument signs for multi-tenant properties with road frontages that exceed 300 feet making it consistent with similar language pertaining to pole signs.

Kent Porter asked if someone was asking for this amendment. Staff said yes. Corby King, Cellar and Loft had asked if he could have a monument sign in front of his business. If the Old Church Plaza had a pole sign, then he could also have a pole sign but we presently only allow one monument sign on a property.

Dan Holt said maybe we should look at allowing taller monument signs so they could list multiple tenants on one sign.

Chuck Davis said he didn't think it would be fair to the other tenants in the shopping center. Staff said the owner of the property has to say it is okay for the additional sign.

The floor was opened to the public.

There being no comments from the public, the floor was closed.

Darren Hiley said the problem with making monument signs taller is that they can obstruct the view for traffic.

Chuck Davis said he would like for Staff to research making the existing monument size larger.

SIGN CODE AMENDMENT A motion was made by Kent Porter and seconded by Dan Holt to table the amendment to the Zoning Order to allow additional monument signs for multi-tenant properties with road frontages that exceed 300 feet making it consistent with similar language pertaining to pole signs until the next meeting. The motion carried unanimously.

INFORMATION & DISCUSSION ITEMS

BUILDING PERMITS Staff said building permits are off to a really good start this year.

Staff said we haven't heard any more on Oakwood Estates. They have hired an attorney to go to MoDOT and discuss the turning lane issues.

SCHOOL TENNIS COURTS Staff said they have started on the School tennis courts. They have added six ADA parking spots at the Northeast corner of the property.

ADJOURNMENT There being no further business on the agenda, a motion was made by Kent Porter and seconded by Dan Holt to adjourn. The motion carried unanimously.

Approved: _____ Attest: _____
Darren Hiley, Acting Chairman

**KEARNEY COMMUNITY FOUNDATION
BOARD OF DIRECTORS
June 10, 2016**

Roll Call: Joe Wilmes presiding, Kim Murphy, Larry Pratt, Jared Wolters and Jim Eldridge.

Approval of Minutes: A motion was made by Kim Murphy and seconded by Jared Wolters to approve the minutes of the May 13, 2016 meeting as presented. The motion carried unanimously.

Treasurer's Report Shawna Searcy presented a Treasurer's Report showing balances and any bills paid or deposits made in the last month and will be attached to the minutes.

Shawna Searcy reported the following bank balances for the Foundation Accounts:

NFI-Operating Acct.	\$12,533.75
NFI-Home Delivered Meals	\$ 7,414.60
NFI-Taxi Service Fund	\$12,774.06
NFI-Nutrition Center	\$24,280.87
NFI-Kearney Historic Museum	\$ 3,134.02
NFI-Kitchen Fund	\$ 7,985.29

A motion was made by Kim Murphy and seconded by Jim Eldridge to receive the Treasurer's Report and ratify the payment of the bills as presented. The motion carried unanimously.

NEW BUSINESS

DURHAM BILLING UPDATE Shawna Searcy said we received a letter from an attorney saying that since 2013 to current date there were 19 bills that we weren't billed for. We have known that they haven't been billing currently. This will amount to just under \$4,000.

CCSS Request for Funding & Quarterly update Shawna Searcy said the request for funding and quarterly report are due July 6, 2016. She said she has been working with Dave Hinck and Ken Meinert on this.

Senior Fair Shawna Searcy said they will be holding a Senior Services Fair June 23rd from 11:00 AM to 2:00 PM.

NEXT MEETING The next meeting will be July 8, 2016 at 7:00 AM at Kearney City Hall.

ADJOURNMENT There being no further business on the agenda, a motion was made by Kim Murphy and seconded by Larry Pratt to adjourn. The motion carried unanimously.

Approved: _____ **Attest:** _____

**KEARNEY AREA DEVELOPMENT COUNCIL
BOARD OF DIRECTORS
June 10, 2016**

Roll Call: Joe Wilmes presiding, Kim Murphy, Larry Pratt, Jared Wolters and Jim Eldridge.

Approval of Minutes: A motion was made by Kim Murphy and seconded by Jared Wolters to approve the minutes of the May 13, 2016 meeting as presented. The motion carried unanimously.

Treasurer's Report: Shawna Searcy presented a Treasurer's Report showing balances and any bills paid or deposits made in the last month and will be attached to the minutes.

The Bank balance is \$57,308.46.

A motion was made by Kim Murphy and seconded by Larry Pratt to receive the Treasurer's Report and ratify the payment of the bills as presented. The motion carried unanimously.

NEW BUSINESS

DETENTION TRACT UPDATE AND MITIGATION AND PERMITTING

Shawna Searcy said it is still a guessing game on how to handle this. We have to decide if we want to put it out to bid or not.

Shawna Searcy said she thought with final bill for AGC and for the Corp permit we would have to pay approximately \$72,000 to get the project ready to go out for bid.

Joe Wilmes said we probably could draw on the Line of Credit. He asked what the length of time to do the project would be. Shawna Searcy said she would ask Ron Cowger if this would be the end of cost for mitigation and design.

Kim Murphy said we need some hard numbers for the detention pond before we can make a sound decision.

Jim Eldridge said it shouldn't be an option by this organization to leave the land as farm land. He said we are to promote growth and development and the detention pond has to be done to go forward.

Joe Wilmes said we need to find out the time line of when we have to pay the mitigation fees and how long the permit is good for. He said we also need a time line for how long to bid project and how long to complete the project.

Joe Wilmes asked if we will need to hire someone to over see the project. He said maybe the City can provide a list of contractors to notify about the project.

DETENTION TRACT UPDATE AND MITIGATION AND PERMITTING

Shawna Searcy said she will contact Ron Cowger and see how long before he will have his work completed. She said she will also get answers on the time line with the Corp permitting. She said we may need to have a special meeting to make the final decisions.

Joe Wilmes asked when the funds from the TIF would be available. Jim Eldridge said \$50,000 will be available September 1st and then \$130,000 would be available in January.

ECONOMIC DEVELOPMENT REPORT

KADC TRADE JOB FAIR UPDATE Shawna Searcy said the Job Fair has been postponed until late January. She said it will no longer be just a skilled labor event.

MEMBERSHIP Shawna Searcy said she is finishing up visiting all the members.

MARKETING Shawna Searcy said she would be attending the ICS Conference in Dallas in October.

Shawna Searcy said she would be doing the MEDC Conference next week.

KEARNEY BROCHURE Shawna Searcy said the designer for the brochure has moved. She said Kristi Mayo is going to take over that project and she will do design, printing, etc.

KDRG Shawna Searcy said the Downtown Revitization is really busy. They are working with the City and will be ready to hire consultants soon. They will be attending the Board of Aldermen on June 20th.

REPRESENTATIVE HAGEMAN Shawna Searcy said Representative Hageman will be attending the July 8th meeting. Ken Wilson and T J Berry may also attend. They will be giving us an update on State bills.

Jim Eldridge said he attended a meeting this week about 911 sharing of dispatch for all jurisdictions in Clay County except North Kansas City. Since the land line phones have decreased there needs to be a tax on cell phones.

Shawna Searcy said that topic should be brought up at the July 8th meeting.

EXECUTIVE SESSION At 7:30 A.M., a motion was made by Kim Murphy and seconded by Jared Wolters to meet in closed session and that all records and votes, to the extent permitted by law, pertaining to and/or resulting from this closed meeting be closed under Section 610.021, subsection (2), for the purpose of discussing real estate. Voting for the motion: Kim Murphy, Joe Wilmes, Jared Wolters, Jim Eldridge and Larry Pratt. Motion carried by a five to zero vote.

The meeting reconvened at 7:55 A.M. with no action being taken in executive session.

NEXT MEETING The next meeting will be July 8, 2016 at 7:00 A.M. at Kearney City Hall.

ADJOURNMENT There being no further business on the agenda, a motion was made by Kim Murphy and seconded by Larry Pratt to adjourn. The motion carried unanimously.

Approved: _____ **Attest:** _____

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
AFLAC/REMITTANCE	General Fund Balance Acct	\$402.22	SUPPLEMENTAL INSURANCE #384685
VISION SERVICE PLAN	General Fund Balance Acct	\$302.88	EYE INSURANCE-AUG
MISSOURI LAGERS	General Fund Balance Acct	\$9,764.37	JULY CONTRIBUTION
VOYA FINANCIAL ADVIS	General Fund Balance Acct	\$1,513.00	DEFERRED COMP VF-3137
VICTORY SIGN CO	General Admin. Revenues	\$30.00	REFD DBL PAY SIGN PERMIT
BUNJER, DAN	General Admin. Revenues	\$1,000.00	FIREWORKS CLEAN-UP REFD
AMEREN UE	City Hall Expenses	\$751.00	CITY HALL
CINTAS CORP	City Hall Expenses	\$25.00	CITY HALL RUG RENTALS
K.C. METRO LAWN	City Hall Expenses	\$89.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	City Hall Expenses	\$89.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	City Hall Expenses	\$89.00	MOWING JUNE 27,28,30 & 7/1
SPENCER, GERRI	City Hall Expenses	\$53.76	MML MTG BL SPGS,/KAUFMAN
K.C. METRO LAWN	City Hall Expenses	\$335.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	City Hall Expenses	\$335.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	City Hall Expenses	\$335.00	MOWING JUNE 27,28,30 & 7/1
MODOR REVENUE-SLSTX	City Hall Expenses	\$35.00	JUN SALES TAX REPORT
MODOR REVENUE-SLSTX	City Hall Expenses	\$70.00	SHPS CID SLS TX & USE TX-JUNE
NPG NEWSPAPERS INC	City Hall Expenses	\$65.00	2 YR COURIER SUBSCRIPTION
COSENTINO'S PRICE	City Hall Expenses	\$13.98	2 CANS COFFEE
DORSEY	Court & Legal Expenses	\$1,150.00	2 COURT SESSIONS
NPG NEWSPAPERS INC	Community Development Dir Exp	\$46.50	BOA/P&Z MEETING PUBLIC NOTICE
UNISOURCE LEASING	Community Development Dir Exp	\$211.00	COMM DEV & POLICE COPIER LEASE
NORTHLAND REGIONAL	Community Development Dir Exp	\$415.00	NORTHLAND CHAMBER DUES
CINTAS CORP	Community Development Dir Exp	\$3.76	WTR RUGS & UNIFORM RENTAL
CINTAS CORP	Community Development Dir Exp	\$3.76	UNIFORM RENTALS
KEARNEY AREA DEVELOP	Econonic Development Expenses	\$45,000.00	4 OF 4 FY 2016, 1&2 OF 4 FY 2017
AMEREN UE	Firehouse Center	\$497.18	OLD FIRE HOUSE
AMEREN UE	Kearney Historic Museum Expns	\$82.30	MUSEUM
AMEREN UE	Kearney Historic Museum Expns	\$10.24	MUSEUM BLDG 2
K.C. METRO LAWN	Kearney Historic Museum Expns	\$23.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Kearney Historic Museum Expns	\$23.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	Kearney Historic Museum Expns	\$23.00	MOWING JUNE 27,28,30 & 7/1
SPENCER, GERRI	Kearney Historic Museum Expns	\$198.00	TILE SAMPLE, MUSEUM DISPLAY ITEMS

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
BURKHALTER, DENNIS	Police Dept. Expenses	\$120.00	8 HRS @ PD FRONT DESK
KIRKLAND, ADAM	Police Dept. Expenses	\$82.50	BACK OT PAY FOR CONCERT & FRWKS
PLATTE CLAY ELECTRIC	Police Dept. Expenses	\$750.03	POLICE STATION
DOLLAR GENERAL	Police Dept. Expenses	\$39.70	CLEANING SUPPLIES FOR PD
K.C. METRO LAWN	Police Dept. Expenses	\$45.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Police Dept. Expenses	\$45.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	Police Dept. Expenses	\$45.00	MOWING JUNE 27,28,30 & 7/1
UNISOURCE LEASING	Police Dept. Expenses	\$211.00	COMM DEV & POLICE COPIER LEASE
AMERICAN PRIDE EXPRE	Police Dept. Expenses	\$44.95	LUBE/OIL KPD977
AMERICAN PRIDE EXPRE	Police Dept. Expenses	\$52.95	LUBE/OIL KPD975
HUNTS CAR CARE CNTR	Police Dept. Expenses	\$74.19	LUBE/OIL WHEEL BALANCE KPD995
REJIS COMMISSION	Police Dept. Expenses	\$45.50	REJIS COMPUTER USE
REJIS COMMISSION	Police Dept. Expenses	\$45.50	COURT COMP ACCESS
ALAMAR UNIFORMS KC	Police Dept. Expenses	\$83.99	BALLISTIC VEST CARRIER KPD983
ALAMAR UNIFORMS KC	Police Dept. Expenses	\$810.17	BALLISTIC VEST, HAT KPD982
GARY CROSSLEY FORD	Police Dept. Expenses	\$55,864.00	2 NEW 2017 AWD POL INTERCEPTOR
REPUBLIC SERVICES	Solid Waste Expenses	\$949.64	TRASH, 6 ROLL OFFS, FRWKS,WATSON
REPUBLIC SERVICES	Solid Waste Expenses	\$36,348.52	TRASH, 6 ROLL OFFS, FRWKS,WATSON
HAGER, DERICK	Police Training Expenses	\$99.43	REIMB: TRNG EXPENSES KPD981
VISION SERVICE PLAN	Park Fund Balance Acct	\$33.12	EYE INSURANCE-AUG
MISSOURI LAGERS	Park Fund Balance Acct	\$1,028.04	JULY CONTRIBUTION
VOYA FINANCIAL ADVIS	Park Fund Balance Acct	\$150.00	DEFERRED COMP VF-3137
PLATTE CLAY ELECTRIC	Park Fund Expenses	\$458.65	PARK ELECTRIC
PLATTE CLAY ELECTRIC	Park Fund Expenses	\$1,254.77	ST, PK, WTR, SWR ELECTRIC
AMEREN UE	Park Fund Expenses	\$10.79	LION'S PARK
PORTERS BLDG. CENTE	Park Fund Expenses	\$49.98	1/2 GAL ROUND UP JJ PARK
PORTERS BLDG. CENTE	Park Fund Expenses	\$45.99	ROUND UP JJ PARK
PORTERS BLDG. CENTE	Park Fund Expenses	\$19.99	SAFETY GLASSES & EAR PROTECTORS
PORTERS BLDG. CENTE	Park Fund Expenses	\$55.99	SHELVING @ JJ PARK
PORTERS BLDG. CENTE	Park Fund Expenses	\$18.72	MATERIAL FOR JJ PARK
PORTERS BLDG. CENTE	Park Fund Expenses	\$19.45	QUICK CRETE PALLET
K.C. METRO LAWN	Park Fund Expenses	\$810.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Park Fund Expenses	\$930.00	MOWING JUNE 16,21,22,23

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
K.C. METRO LAWN	Park Fund Expenses	\$930.00	MOWING JUNE 27,28,30 & 7/1
RAWDON, LANNY	Park Fund Expenses	\$337.44	REIMB: 10 TREES, SCHRUBS @ JJ PK
NUTS AND BOLTS	Park Fund Expenses	\$6.08	2 CUTTING WHEELS
NUTS AND BOLTS	Park Fund Expenses	\$20.07	FASTENERS
NUTS AND BOLTS	Park Fund Expenses	\$3.80	FASTENERS
NUTS AND BOLTS	Park Fund Expenses	\$14.97	SHELVING @ JJ PARK
NUTS AND BOLTS	Park Fund Expenses	\$5.10	FASTENERS FOR SHELVES
SPRAY AWAY INC	Park Fund Expenses	\$1,250.00	HERB SPRAY JJ PK &RD, TRAIL
HERITAGE TRACTOR	Park Fund Expenses	\$141.54	MOWER BLADES 997 MOWER
HERITAGE TRACTOR	Park Fund Expenses	\$5.66	GATOR ANTI FREEZE FILL CAP
REPUBLIC SERVICES	Park Fund Expenses	\$415.00	TRASH, 6 ROLL OFFS, FRWKS,WATSON
ARROW STAGE LINES	Park Fund Expenses	\$630.00	MOTOR COACH SR TRIP 8/3
LANDEWEE, JOSHUA	Park Fund Expenses	\$40.00	SOFTBALL UMP
DEWEESE, CODY	Park Fund Expenses	\$40.00	SOFTBALL UMP
MOORE, BRIAN	Park Fund Expenses	\$160.00	SOFTBALL UMP
WYATT, ROBERT	Park Fund Expenses	\$160.00	SOFTBALL UMP
WATKINS, MEGAN	Park Fund Expenses	\$80.00	SOFTBALL UMP
VEACH, KEVIN	Park Fund Expenses	\$60.00	SOFTBALL UMP
WHEELER, CALEB	Park Fund Expenses	\$80.00	SOFTBALL UMP
BECKER, FLOYD	Park Fund Expenses	\$35.00	DRIVER TIP-SR TRIP 7/13
NUTS AND BOLTS	Park Fund Expenses	\$34.99	COOLER
CINTAS CORP	Park Fund Expenses	\$5.32	WTR RUGS & UNIFORM RENTAL
CINTAS CORP	Park Fund Expenses	\$5.32	UNIFORM RENTALS
AME	Park Special Projects	\$500.00	BOOKING FEE-MCCREERY
AME	Park Special Projects	\$500.00	BOOKING FEE-MO PITNEY
ARKANSAS ELECT	Park Special Projects	\$170.72	COPPER TRACER WIRE FOR BURIAL
KEARNEY ROTARY	Park Special Projects	\$500.00	STAGEHANDS FOR LOCASH
LEHMAN, DAIVD	Park Special Projects	\$75.00	SPOT OP LOCASH
FISH, LARRY	Park Special Projects	\$165.00	MCCREERY SECURITY
COSENTINO'S PRICE	Park Special Projects	\$171.77	MCCREERY GROCERIES
WDAF-FM	Park Special Projects	\$5,530.00	DYLAN SCOTT RADIO SPOTS
COCAYNE, JEREMY	Park Special Projects	\$135.00	MCCREERY SECURITY
FRIZZELL, ANDREW	Park Special Projects	\$135.00	MCCREERY SECURITY

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
NUTS AND BOLTS	Park Special Projects	\$33.98	CABLE TIES
YATES ELECTRIC CO.	Park Special Projects	\$220.00	CAT 5 CABLE 1000 FT
HIGH VAULTAGE, INC	Park Special Projects	\$8,550.00	LOCASH CONCERT BALANCE
WITHEE, DANIEL	Park Special Projects	\$75.00	SPOT OP LOCASH
MARCOTTE, RYAN	Park Special Projects	\$146.13	REIMB: CAR RENTAL MCCREERY CONCERT
REESE, BRIAN	Park Special Projects	\$800.00	SOUND TECH-LOCASH
HUNTER, MATTHEW	Park Special Projects	\$135.00	MCCREERY SECURITY
BENNETT, KEVIN L	Park Special Projects	\$135.00	MCCREERY SECURITY
BENDER, JOHN M	Park Special Projects	\$135.00	MCCREERY SECURITY
PALMA, NOE	Park Special Projects	\$1,300.00	NOE PALMA-OPENER
CHOPLIN, EMERY	Park Special Projects	\$135.00	MCCREERY SECURITY
KCB BANK	Park Special Projects	\$10,063.52	PAVILION L/P PAY #6
KCB BANK	Park Special Projects	\$2,485.49	PAVILION L/P PAY #6
VISION SERVICE PLAN	Transportation Fund Balance	\$42.30	EYE INSURANCE-AUG
MISSOURI LAGERS	Transportation Fund Balance	\$872.06	JULY CONTRIBUTION
PLATTE CLAY ELECTRIC	Transportation Expense	\$123.29	STREET BARN
PLATTE CLAY ELECTRIC	Transportation Expense	\$211.79	ST, PK, WTR, SWR ELECTRIC
AMEREN UE	Transportation Expense	\$969.91	STREET LIGHTS
K.C. METRO LAWN	Transportation Expense	\$95.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Transportation Expense	\$135.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	Transportation Expense	\$95.00	MOWING JUNE 27,28,30 & 7/1
HERITAGE TRACTOR	Transportation Expense	\$685.79	BROOM BRUSHES
HERITAGE TRACTOR	Transportation Expense	\$406.28	CLUTCH REPR 797 MOWER
ORSHELN	Transportation Expense	\$115.97	DIESEL ADDITIVE
K.C. METRO LAWN	Transportation Expense	\$30.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Transportation Expense	\$30.00	MOWING JUNE 27,28,30 & 7/1
NUTS AND BOLTS	Transportation Expense	\$12.99	CABLE TIES
ORSHELN	Transportation Expense	\$36.98	TARP AND STRAP RATCHET
CINTAS CORP	Transportation Expense	\$10.17	WTR RUGS & UNIFORM RENTAL
CINTAS CORP	Transportation Expense	\$10.17	UNIFORM RENTALS
VISION SERVICE PLAN	W&S Revenue Balance Acct	\$90.18	EYE INSURANCE-AUG
MISSOURI LAGERS	W&S Revenue Balance Acct	\$2,659.48	JULY CONTRIBUTION
VOYA FINANCIAL ADVIS	W&S Revenue Balance Acct	\$300.00	DEFERRED COMP VF-3137

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
MO DNR-DMS RECEIPT &	W&S Revenue Balance Acct	\$684.71	3RD QTR SEWER FEES
CINTAS CORP	W & S Admin. Expenses	\$21.03	WTR RUGS & UNIFORM RENTAL
CINTAS CORP	W & S Admin. Expenses	\$21.03	UNIFORM RENTALS
US BANCORP	W & S Admin. Expenses	\$8,333.71	AMI MTR SYS 38507161
US BANCORP	W & S Admin. Expenses	\$1,147.93	AMI MTR SYS 38507161
PLATTE CLAY ELECTRIC	Water Plant Expenses	\$930.60	ST, PK, WTR, SWR ELECTRIC
AMEREN UE	Water Plant Expenses	\$487.67	WELL 2
AMEREN UE	Water Plant Expenses	\$1,068.58	WATER PLANT
AMEREN UE	Water Plant Expenses	\$487.45	WELL 1
AMEREN UE	Water Plant Expenses	\$1,824.71	HIGH SERVICE PUMPS
ADT SECURITY SERVICE	Water Plant Expenses	\$38.95	WTR PUMPS 201313455
CINTAS CORP	Water Plant Expenses	\$8.15	WTR RUGS & UNIFORM RENTAL
K.C. METRO LAWN	Water Plant Expenses	\$154.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Water Plant Expenses	\$172.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	Water Plant Expenses	\$154.00	MOWING JUNE 27,28,30 & 7/1
PORTERS BLDG. CENTE	Water Plant Expenses	\$10.72	WATER LINE REPAIR @ HIGH SCHOOL
KEARNEY WINSUPPLY	Water Plant Expenses	\$1,247.60	FIRE HYD EXENTION
KEARNEY WINSUPPLY	Water Plant Expenses	\$1,800.50	8" GATE VALVES
HACH CHEMICAL	Water Plant Expenses	\$1,067.99	DR 2800 REPAIRS
WESTERN EXTRALITE	Water Plant Expenses	\$100.38	WATER PLANT AIR COMP
YATES ELECTRIC CO.	Water Plant Expenses	\$797.52	WELLS 1 & 2 MOTORS
YATES ELECTRIC CO.	Water Plant Expenses	\$703.33	AIR COMP REPAIRS
USA BLUE BOOK	Water Plant Expenses	\$103.03	EAR PLUGS & SAFETY GLASSES
DOLLAR GENERAL	Water Plant Expenses	\$4.00	COTTON SWABS TO CLN EQUIP GLASS
WALLER LOGISTICS	Water Plant Expenses	\$700.00	LIME HAULING FEE
MISSISSIPPI LIME	Water Plant Expenses	\$5,250.00	21 T LIME
HD SUPPLY	Water Plant Expenses	\$4,595.91	METER SET PARTS
HD SUPPLY	Water Plant Expenses	\$1,870.14	WATER METERS
KEARNEY WINSUPPLY	Water Plant Expenses	\$1,611.00	METER SET PARTS
KEARNEY WINSUPPLY	Water Plant Expenses	\$3,677.05	METER SET PARTS
PLATTE CLAY ELECTRIC	Sewer Plant Expenses	\$9,683.91	SEWER ELECTRIC
PLATTE CLAY ELECTRIC	Sewer Plant Expenses	\$246.12	ST, PK, WTR, SWR ELECTRIC
ADT SECURITY SERVICE	Sewer Plant Expenses	\$38.95	SWR PLT 201311328

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
K.C. METRO LAWN	Sewer Plant Expenses	\$195.00	MOWING JUNE 14,15,16
K.C. METRO LAWN	Sewer Plant Expenses	\$175.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	Sewer Plant Expenses	\$195.00	MOWING JUNE 27,28,30 & 7/1
NUTS AND BOLTS	Sewer Plant Expenses	\$100.76	RAT TRAY, BLADE, WEED KILLER ETC
VEOLIA ES INDUSTRIAL	Sewer Plant Expenses	\$3,030.16	QTRLY LINE CLEANING
WESTERN EXTRALITE	Sewer Plant Expenses	\$145.54	RELAY HILLS OF W-WOOD
NUTS AND BOLTS	Sewer Plant Expenses	\$15.16	GREASE, ZIPLOC BAGS & FUNNEL
YATES ELECTRIC CO.	Sewer Plant Expenses	\$376.00	BLOWER CIR FAN MOTOR
TROTTER & MORTON	Sewer Plant Expenses	\$485.00	UV AC ELECTRICAL CONTROL
NUTS AND BOLTS	Sewer Plant Expenses	\$11.45	FASTENERS
NUTS AND BOLTS	Sewer Plant Expenses	\$15.16	GREASE, ZIPLOC BAGS & FUNNEL
NUTS AND BOLTS	Sewer Plant Expenses	\$4.36	FASTENERS
NUTS AND BOLTS	Sewer Plant Expenses	\$22.87	TRASH BAGS, BOLTS
DWELLINGS BY DESIGN	Meter Deposit Bal. Acct	\$20.91	METER REFD 113 S MARIMACK
STAR ACQUISITIONS	Meter Deposit Bal. Acct	\$6.40	METER REFD - 801 WATSON DRIVE, SUITE E
MATT PIERSON	Meter Deposit Bal. Acct	\$19.54	METER REFD - 803 PORTER RIDGE
LARKIN LAMP	Sewer Cap. Imp. Expenses	\$4,375.00	30% CONTRACT HEADWKS DESIGN
TREKK DESGN GRP, LLC	Highway Constr Expense	\$3,370.51	SOUTHVIEW SDWLK #5
K.C. METRO LAWN	Highway Constr Expense	\$180.00	MOWING JUNE 16,21,22,23
K.C. METRO LAWN	Highway Constr Expense	\$180.00	MOWING JUNE 27,28,30 & 7/1
REPUBLIC SERVICES	2015 Street Bond Expense	\$352.88	TRASH, 6 ROLL OFFS, FRWKS,WATSON
UMB BANK	2013 Sewer Clarifier L/P	\$2,385.00	2013 COP ADMIN FEES
VIREO	Community Development	\$6,500.00	COMP PLAN - INVOICE#10
WSKF	Police Capital Purchases	\$592.33	76% CONTRACT
KEARNEY TRUST CO	Police Capital Purchases	\$5,221.72	POLICE STATION L/P 2009
KEARNEY TRUST CO	Police Capital Purchases	\$2,302.29	POLICE STATION L/P 2009
	TOTAL	\$286,437.48	



The City of Kearney

100 E. Washington
P.O. Box 797
Kearney, MO 64060

GI

July 28, 2016

To: Jim Eldridge
City Administrator

RE: Surplus Equipment

Jim,

I would like to declare the following items as surplus equipment so I can take it to Chris Riley's auction next week:

1. Western Snow Plow
2. Generator
3. John Deere Bagger for 797 mower
4. Brine tank on skids

Thank you

Jay

Jay Bettis
Director Utilities/Streets

KEARNEY

Jim Eldridge <jeldridge@kearney.mo.us>

Fwd: Kearney MO - Motor costs

1 message

Jay Bettis <jbettis@kearney.mo.us>
To: Jim Eldridge <jeldridge@kearney.mo.us>

Thu, Jul 28, 2016 at 12:03 PM

Jim,
This is what we talked to Mark about doing to get the blower going and getting the motor back to the factory to see if we were going to get warranty on it. They have called and are wanting to ship the new motor so we should put this proposal on the agenda. Mark is paying to get the motors changed out.

Thanks, Jay

----- Forwarded message -----

From: **Mark Mayer - Enviro-Line** <mark.mayer@enviro-line.com>

Date: Wed, Jul 20, 2016 at 6:31 PM

Subject: Kearney MO - Motor costs

To: Jay Bettis <jbettis@kearney.mo.us>, Jim Eldridge <jeldridge@kearney.mo.us>

Cc: Wiekert Miolee <wiekert@unitedblower.com>

Jay and jim

See attached. Sorry I thought this was already sent.

Mark Mayer

e-mail mark.mayer@enviro-line.com

cell 816 863 6313

--

Jay Bettis
Director Utilities/ Streets
City of Kearney
816-903-4732
816-215-9787 - cell
jbettis@kearney.mo.us

 **kearney mo - replacement motor.pdf**
186K



EnviroLine co., inc.

HQ OFFICE - 409 SIXTH STREET P.O. BOX 308 OSAWATOMIE, KS 66064

July 20, 2016

C-2

Jay Bettis
City of Kearney
100 East Washington Street
Kearney, MO 64060

RE: WWTP Blower Motor

Dear Jay:

As discussed, we will provide the following for the motor that stopped working.

1. We will purchase a new motor and ship that motor to the site. The motor is identical to the existing.
2. E-L will mobilize and remove the existing and install the new motor.
3. Coordinate shipment from your site back to the factory for warranty evaluation and consideration. We are unsure of the warranty status, but the factory will advise. Then we will be able to determine if the factory will replace/rewind or exactly what the issue will be to resolve the problem.

The cost for this is \$4800 which includes labor and freight. Thank you for your consideration and advise how we can be of assistance.

Sincerely,

Mark Mayer

Cc: Wiekert Miolee – United Blower

WATER AND WASTEWATER EQUIPMENT FOR THE ENVIRONMENTAL INDUSTRY

NATIONWIDE: 913.755.2161 LOCAL KC: 913.782.4443 STL – 314.250.6262
Fax: 913.755.3018 E-mail: info@enviro-line.com Website: www.enviro-line.com

232-4551

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

What Similar Types of Work has been completed by the Contractor?

Who are Subcontractors? Electrician? gate HVAC? Hing Mechold Plumber? - ? Arka Plumbing Carpenter? Arka Plumbing Flooring? Paint Painter? Plaster Repair Stucco? Plaster 30% Others? Shurfrank

2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

Planned Completion Time?

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

References and of Subs

Chris - Question; 2 Hotel Columns -
Rectangular flat columns

4. The quality of performance of previous contracts or services;

Reference Reports/Work History with City

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; Lead Paint on Walls and ceiling

6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

How many years in Business?

27 yrs August 1st

7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

How is Façade Restoration to be achieved? Moldings? General remodel plan—wall treatment

See drawings to design - detail moldings Custom work shop drawings

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; Are Subs Local? Do they perform maintenance Service?

HCAC? Plumber? Electrician?

816 752 8106 Rega Sparks St. Joe City Engineer Joe

9. The number and scope of conditions attached to the bid.

Any Conditions Placed on Job by Contractor?

NONE

Missouri Theater Restoration - Weidner plaster -
Nick Nigh -> 5 Aluminum Stained Windows
816 261 5348 cdas Lee Grober Const.
2. L. Crawford - general?

Museum Restoration

Bidder:

Steve Sewell
Maple *26*
7/25/16

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

What Similar Types of Work has been completed by the Contractor?

Who are Subcontractors? Electrician? *Notes* HVAC? *Crab Grabs* Plumber? *West Maps* Carpenter? *Self*
Flooring? Painter? Stucco? Others?
Common Services *Roberson* *Chell K... ..*

2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

Planned Completion Time?

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

References and of Subs

4. The quality of performance of previous contracts or services;

Reference Reports/Work History with City

Leadership Inst Old KA house *Adkin Johnson - Eldstone* *Metuda* *Mahoffa*

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; *Lead Paint on Walls and ceiling*

6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

How many years in Business?

13 years / MTS 20 yr

7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

How is Façade Restoration to be achieved? Mouldings? General remodel plan—wall treatment

Joel Fraker - MTS

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; Are Subs Local? Do they perform maintenance Service?

HCAC? Plumber? Electrician?

9. The number and scope of conditions attached to the bid.

Any Conditions Placed on Job by Contractor?

Qualifications - Attached



Zipco Qualification Statement

Front Facade

- -Demo the Veneer brick and Awning back to the original substrate
- -Make minor repairs to the substrate (includes 24 man hours)
- -Demo the brick at the base of the existing window to get to original window height/patch in brick as needed at the base to give solid surface for window installation
- -Install flashings for the stucco contractor and at the stone veneer as required
- -Install a 4" cast stone veneer approximately 14' high based on the north elevation sketch on drawing A2 dated 4/27/16 (PLEASE SEE THE NOTES REGARDING THE STONE VENEER BELOW)

Notes...

MS
~~-Excludes~~ any masonry repair/restoration above the 14' level (we will demo but that is all)

-Masonry repairs are isolated to the North elevation, excludes any interior repair or exterior repair on the south, east, west or back or parapets

~~-Excludes~~ any repair/replacement/repainting of the original lintel or any other steel

-I have included 3 man days of minor masonry repair to the substrate. Obviously we have no idea what the condition will be after demo is complete. If any major repairs are required after the veneer is removed and the inner wall is exposed, a proposal will be provided for a change order to proceed.

-Our bid includes the use of 4" wet-cast veneer stone. Since no exact drawings or dimensions were provided, our manufacturer had to make assumptions based on old pictures and a sketch regarding the thickness, sizes, styling, decorative elements, etc. As it stands, we have bid this with the intention of using molds that were sculpted for another project prior to this to save money. The manufacturer thought the molds would be somewhat similar to what has been provided for bidding purposes. If the owner/owners representative/architect do not like or approve of these molds, new molds can be hand sculpted. This will add an additional \$15,000-\$20,000.00 cost to the base bid for labor to sculpt and make molds. We are assuming there will be approximately 30 different castings.

~~-Excludes~~ any bonds or permits.

~~-Excludes~~ any demo of the curb at the base of the wall. No direction was given regarding the base to set our stone on. We will demo to the top of the concrete/cast curbing and then set our cast stone at that level.

Museum Restoration

Bidder:

*Wilson Tom Bennett 292, 471.00
7/25/16*

434-3192

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

What Similar Types of Work has been completed by the Contractor?

Who are Subcontractors?

Electrician?

4 hrs

Plumber? *Self*

Carpenter? *Self perform*

Flooring?

Painter?

Stucco? -

Others? -

Wall repair included

2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

Planned Completion Time?

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

References and of Subs



4. The quality of performance of previous contracts or services;

Reference Reports/Work History with City

5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

Lead Paint on Walls and ceiling

Lead state certified

6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

How many years in Business?

16 yrs

7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

How is Façade Restoration to be achieved?

Moldings?

General remodel plan—wall treatment

8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

Are Subs Local?

Do they perform maintenance Service?

HCAC?

Plumber?

Electrician?

9. The number and scope of conditions attached to the bid.

Any Conditions Placed on Job by Contractor?

None

- specialize in gaff work -

Collaborative effort on

hundreds of different choices - Rosettes









Masonry and Stone Restoration

Maintaining the quality of a masonry façade is important in regard to the structural integrity of the building as well as the potential water infiltration when the quality is compromised. Restoring various types of masonry construction requires skilled craftsmen that are capable of correcting the deterioration of the building façade.

A masonry façade may involve different types of material such as brick, CMU, terra cotta and stone. The repair of these materials is unique to each; however, the basic types of repair are similar.

- Re-pointing
- Sealant Replacement
- Brick repair or replacement
- Stone patching or replacement
- Terra cotta repair or replacement
- Building cleaning and/or sealing
- Wall tie/anchor installation
- Thru-wall flashing systems
- Lintel repair or replacement
- Exterior wall coatings



BEFORE

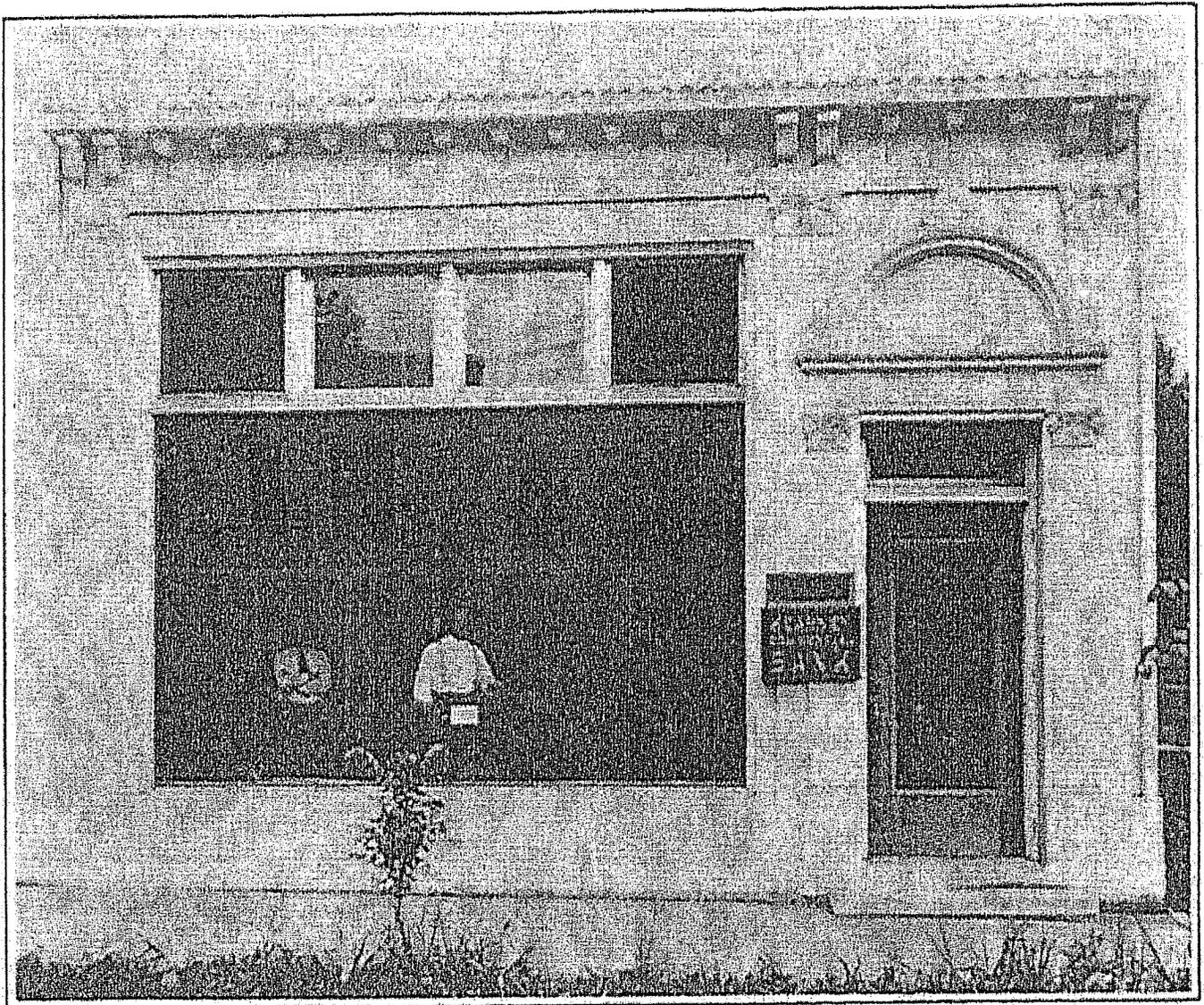
MTS SERVICES

- Parking Garage Restora
- Masonry and Stone Res
- Caulking/Sealant Install
- Concrete Restoration an
- Building Cleaning and S
- Waterproofing Coatings

LOCATIONS

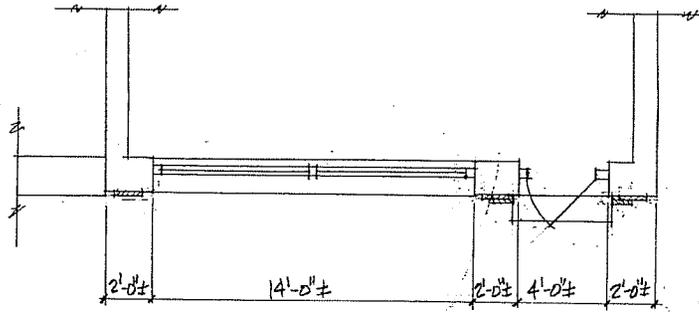
Kansas City
 p. (816) 421-0909
 1019 Swift St.
 North Kansas City, MO 64117

Springfield
 p. (417) 865-9991
 2110 E. Rockhurst St.
 Springfield, MO 65082



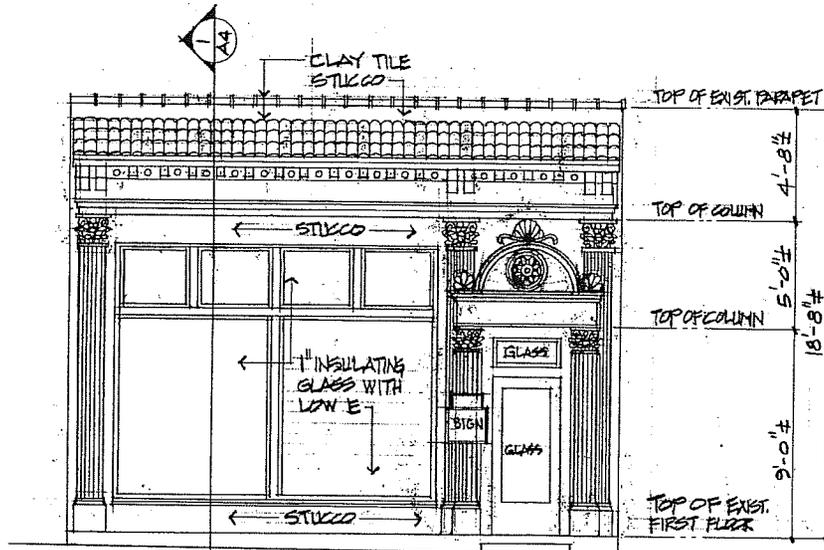


REF. DRAWING A1 AND NOTES 5, 6, 7 & 8



FIRST FLOOR PLAN

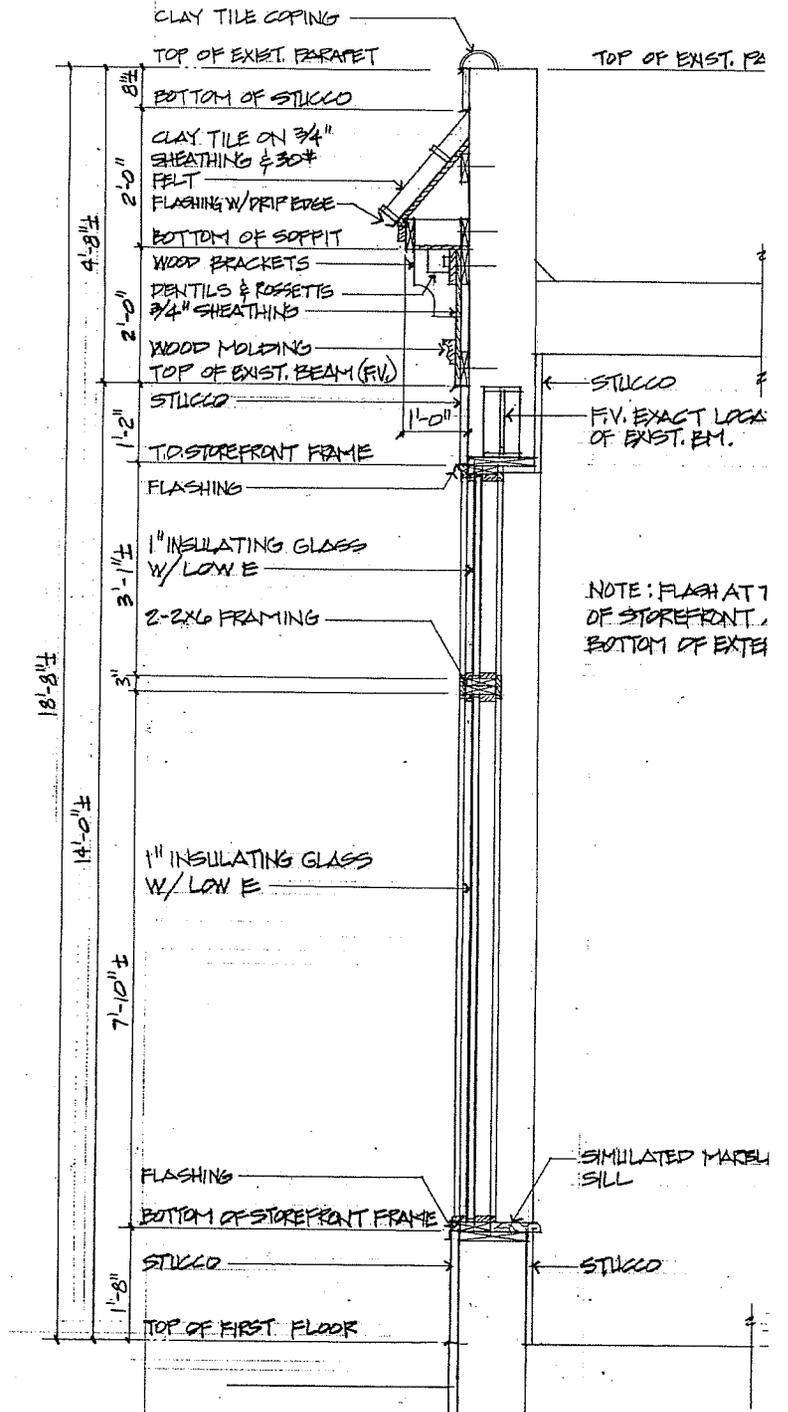
1/4" = 1'-0"
REF. DRAWING A2



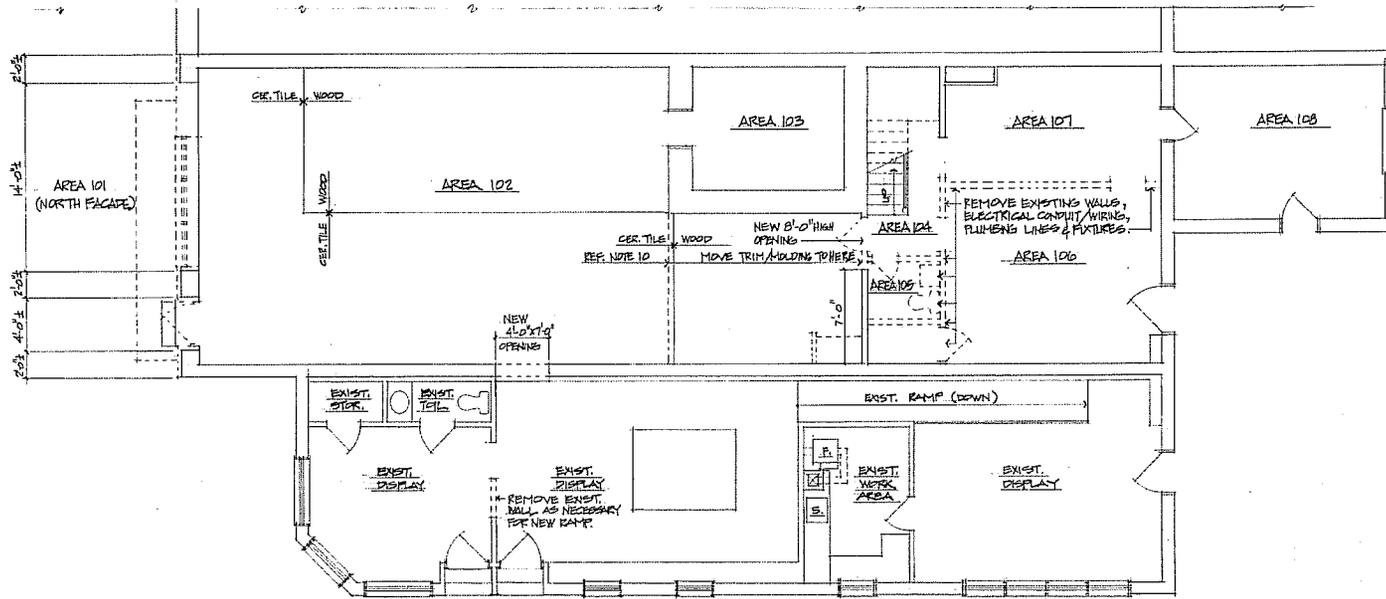
NORTH ELEVATION

1/4" = 1'-0"

NOTE: ALL ARCHITECTURAL COLUMNS, CAPTALS, BASES, ENTABLATURES, ROSETTES, PEDIMENT AND RELATED ITEMS SHALL BE MANUFACTURED



NOTE: FLASH AT 7 OF STOREFRONT, BOTTOM OF EXTER



DEMOLITION - FIRST FLOOR PLAN

NOTES: 1. ALL HORIZONTAL AND VERTICAL DIMENSIONS SHOWN ARE APPROXIMATE.
 2. ACTUAL DIMENSIONS SHALL BE FIELD VERIFIED.
 3. ALL INTERESTED CONTRACTORS ARE ENCOURAGED TO INSPECT THE PROJECT PRIOR TO SUBMITTING ANY PROPOSALS.

CONSTRUCTION NOTES :

GENERAL

- IT IS THE INTENT TO RESTORE THE EXISTING BUILDING BACK TO THE ORIGINAL CONSTRUCTION AS MUCH AS POSSIBLE.
- THE CITY OF KEARNEY, MISSOURI, SHALL BE REFERRED TO AS THE OWNER FOR THIS PROJECT.
- THE OWNER (OR IT'S REPRESENTATIVE) SHALL HAVE FINAL APPROVAL ON ALL INTERIOR AND EXTERIOR FINISHES OR FINISH MATERIAL ON WALLS, CEILINGS, FLOORS, MILLWORK, DOORS, WINDOWS, TRIM, PLUMBING FIXTURES AND ACCESSORIES.
- ANY EXISTING STRUCTURAL ITEMS I.E. BEAMS, COLUMNS, ROOF WOOD JOISTS OR FLOOR WOOD JOISTS THAT ARE STRUCTURALLY DAMAGED SHALL BE INSPECTED BY A QUALIFIED STRUCTURAL ENGINEER. THE STRUCTURAL ENGINEER SHALL DETERMINE IF REPLACEMENT OR REPAIR OF SAID ITEM IS REQUIRED.

AREA 101 (NORTH FACADE)

- REMOVE EXISTING CANOPY AND ALL ATTACHMENTS, BRACKETS, FASTENERS, ETC.
- REMOVE EXISTING TAN BRICK VENEER, EXISTING TILE, EXISTING STUCCO, EXISTING WINDOWS AND FRAME AND EXISTING MAN DOOR AND FRAME.
- ORIGINAL RED BRICK VENEER SHALL REMAIN IN PLACE. REPLACE DAMAGED RED BRICK VENEER.
- EXISTING LINTELS AND HEADERS SHALL REMAIN IN PLACE. DO NOT REMOVE EXISTING COLUMNS OR WALLS SUPPORTING EXISTING LINTELS OR HEADERS. REFERENCE DRAWING AT FOR NEW NORTH FACADE.

AREA 102

- REMOVE ALL EXISTING METAL AND WOOD BRACES, SUPPORTS, FASTENERS AND WIRES FROM CEILING. REPAIR OR REPLACE DAMAGED CEILING AREAS TO BE FREE OF ANY DEFECTS OR BLEMISHES.
- CAREFULLY REMOVE EXISTING CEILING TRIM/MOLDING FROM NORTH/WEST SIDE OF EXISTING VAULT. MOVE AND INSTALL THE CEILING TRIM/MOLDING ON THE SOUTH WALL OF THIS AREA.

AREA 102 (CONT)

- REMOVE ALL EXPOSED EXISTING METAL AND WOOD BRACES, FASTENERS, ATTACHMENTS, PIPES AND CONDUITS FROM ALL WALLS. CUT NEW 4'-0" X 7'-0" OPENINGS IN EXISTING WEST WALL, AS SHOWN ON FLOOR PLAN. REPAIR OR REPLACE DAMAGED WALL AREAS WITH STUCCO TO BE FREE OF ANY DEFECTS OR BLEMISHES. REPLACE DAMAGED W/D BASES.
- REMOVE ALL EXPOSED EXISTING METAL FLOOR PLUMBWORK, DAMAGED EXISTING WOOD AND TILE FLOORING. REPLACE ALL SUB-FLOORING THAT IS EXPOSED TO THE EXISTING FLOOR JOISTS. ALL NEW FLOOR TILE SHALL MATCH THE EXISTING FLOOR TILE. ALL NEW FINISHED WOOD FLOORING SHALL MATCH EXISTING FINISHED WOOD FLOORING, OR AS DIRECTED BY THE OWNER. DAMAGED FLOOR AREAS SHALL BE FREE OF ANY DEFECTS OR BLEMISHES.
- PICTURE MOLDINGS (R&D) SHALL BE INSTALLED AT THE EAST & WEST WALL 18" DOWN FROM EXIST. CEILING.

AREA 103

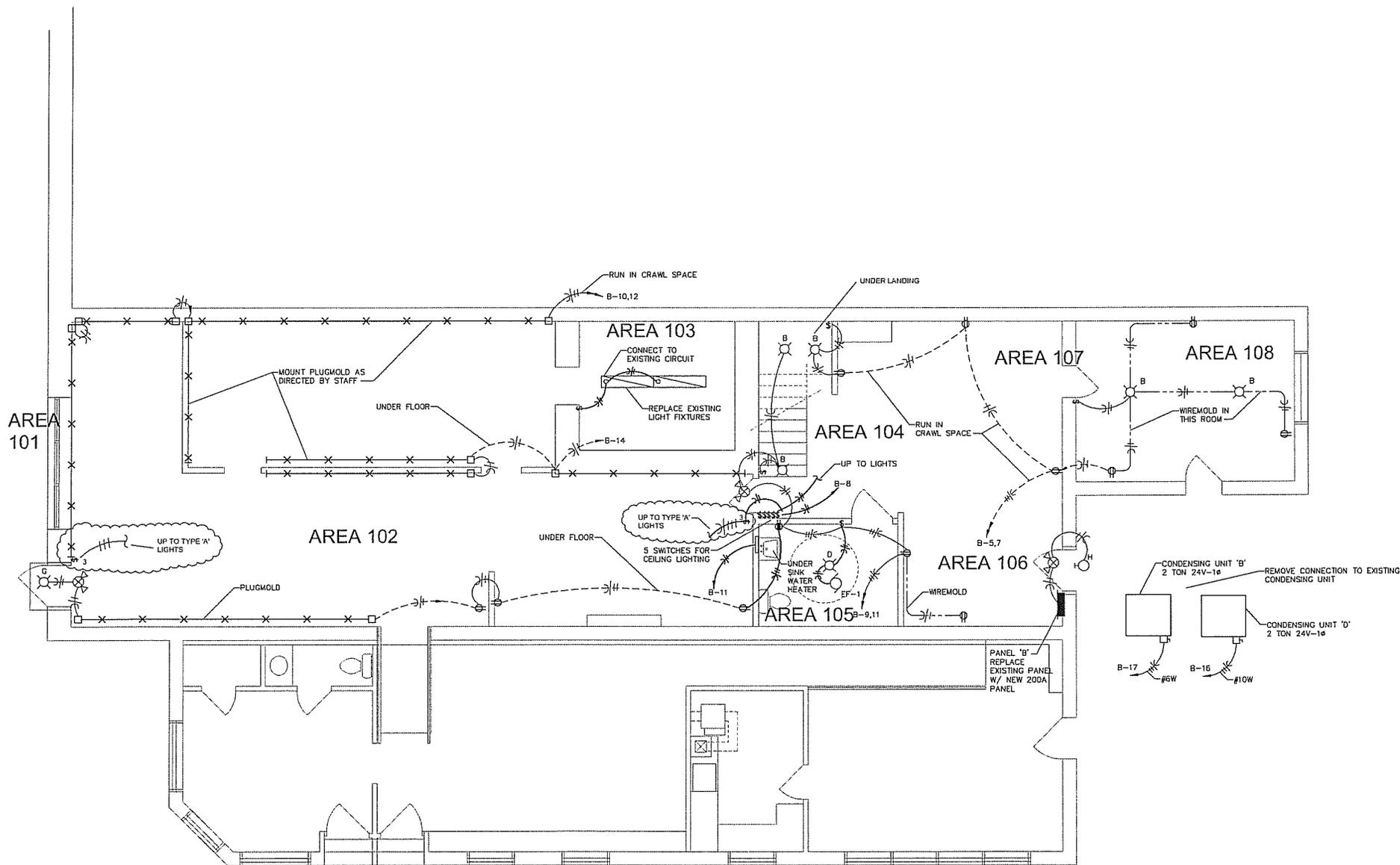
- REMOVE EXISTING LIGHT FIXTURE.
- REPAIR OR REPLACE EXISTING CEILING AS REQUIRED.

AREA 104

- EXISTING STAIRS AND UPPER LANDING SHALL REMAIN AS IS.
- THE CEILING HEIGHT IN THIS AREA SHALL MATCH THE CEILING HEIGHT IN AREA 102.
- REMOVE ALL EXISTING METAL & WOOD BRACES, PLUMBWORK, FASTENERS, ATTACHMENTS FROM WALLS AND CEILING.
- REPAIR OR REPLACE DAMAGED CEILING, WALL OR FLOOR AREAS TO BE FREE OF ANY DEFECTS OR BLEMISHES.

AREA 105

- REMOVE EXISTING WALLS, CEILING, DAMAGED FLOORING.
- PLUMBING LINES NOT USED SHALL BE CAPPED OFF BELOW SUB-FLOOR.
- INSTALL NEW 2x8 GYP DOW ON NEW 2x6 WOOD CEILING JOISTS @ 16" O.C. AFTER NEW 2x4 WOOD STUD WALLS @ 16" O.C. WITH 5/8" GYP ARE INSTALLED. REFERENCE DRAWINGS AT. CEILING HEIGHT SHALL BE 8'-0".
- ALL WALLS, CEILING AND FLOORING WHEN COMPLETED, SHALL BE FREE OF ANY DEFECTS OR BLEMISHES.
- INSTALL 3" SOUND INSULATION IN N, E, & S WALLS.



POWER & LIGHTING PLAN - 1ST FLO

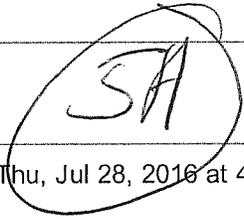
SCALE: 1/4" = 1'-0"

KEARNEY

Jim Eldridge <jeldridge@kearney.mo.us>

RE: Mirabella Sewer Extension Issue

1 message


Thu, Jul 28, 2016 at 4:23 PM**Steve Hansen** <steve@stardevcorp.com>

To: David Pavlich <dpavlich@kearney.mo.us>

Cc: jbettis@kearney.mo.us, jeldridge@kearney.mo.us, Tim Harris <tharris@stardevcorp.com>, Robert de la Fuente <robert@stardevcorp.com>

David and Jay

I appreciate your prompt review and response regarding this matter. Although, as Jay indicates, an additional drop of 3-4 feet by eliminating the drop manhole could be utilized to allow for a deeper sewer going to the south, it is important to point out that the manhole depth would also have to be increased 3-4 feet. The manholes on the extension as indicated on the plans are 10 foot deep and 11.3 feet deep (downstream). By eliminating the drop manhole the manholes on the extension would also increase in depth to 14 feet and 15.3 feet deep respectively. I would also point out that these manholes are essentially located in areas that could be difficult to access, especially the last manhole. Typically manhole depths are 8 feet (maybe 10 feet deep maximum). The reason that the engineers utilized a drop manhole was to keep the depths of the manholes on the extension to a reasonable depth for future maintenance. Additionally, the principal reason for either using a drop manhole or an excessively deep manhole in excess of what is normally used is that the line is bucking grade into an area that is actually not in the same watershed as in the original area being served (the Mirabella Subdivision).

Another thing to consider is that the Metro Area APWA design standards for sanitary sewers as well as the Missouri clean water requirements outlining sewer design standards require a minimum .6 % slope for 8 inch pipes. The grade of the extension shown on the plans is .5%. Another thing to keep in mind is that these same standards require that sewer lines serving less than 30 homes have a minimum slope of .76% and a line serving less than 10 houses have a minimum slope of 1%. These slopes are necessary to maintain minimum flow velocities required to self-clean the pipes. If not pipe cleaning operations will be required on a frequent basis to prevent blockages.

At the end of the day the real problem is that this area is in a different watershed than Mirabella and sewerage of this property should be accomplished through the proper watershed which is located to the south. I would appreciate your consideration of this information.

Steven P. Hansen, PE

STAR Development Corp.

244 West Mill St, Ste 101

Liberty, MO. 64068

816-781-3322

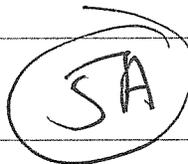
steve@stardevcorp.com

KEARNEY

Jim Eldridge <jeldridge@kearney.mo.us>

Mirabella Sewer Extension Issue

1 message

**Steve Hansen** <steve@stardevcorp.com>

Mon, Jul 25, 2016 at 10:32 AM

To: dpavlich@kearney.mo.us, citywater@uniteone.net, jeldridge@kearney.mo.us

David, Jay and Jim

Thanks for meeting with Robert and me the other day to discuss the sanitary sewer extension issue associated with the Mirabella Subdivision. I took the information you provided to me at the meeting and played around a little with a further extension of the line to the adjacent property south of Mirabella. Attached is a copy of what I came up with. I realize the quality is not great but it basically reflects that at least half of this property cannot reasonably be sewered through the extension. Generally most of this property sewers to the south in a completely different basin than that which serves Mirabella.

In the meeting you stated that even though this was basically understood, that any extension from the south that would more viably serve the entire property might take 5 years or more for that to happen. By the same token, this could be also said for the development of Mirabella and is probably not a valid reason for requiring the extension as was shown on the Mirabella plans.

I realize that the plans showing the extension of the sewer were shown on the plans approved by staff and the Board of Aldermen and any revision to the plans would require the Boards approval. I believe that attached information accurately depicts that approximately half of the property cannot be sewered with development of the southerly property even assuming that slab on grade homes would be built. At best they would all require pumps which is not a desired solution for sewerage property.

In my calculations I have assumed that any extension from the Mirabella line shown on the plans would be at a grade of 1% which is the minimum by state standards for a line to serve less than 10 homes. Additionally the minimum grade for service lines is generally 2% which I have also used in evaluating this situation. As you will note, the upstream manhole on the 200 foot extension is less than 5 feet deep. An extension of a service line to the manhole of 100 feet results in a flowline at its terminus of 836.59 feet with a surface grade of approximately 838. Any development would require leveling the eastern portion of the site further lowering the grades making development even more difficult especially considering that numerous service connections would have to be made to the manhole which is definitely not normal or suggested as good practice. In addition the most logical location for the sewer extension is at the middle of the property which will not allow for or will severely limit the placement of structures at the north of the property.

After you have had an opportunity to review this information I would be happy to meet with you or others regarding this matter at your convenience.

Steven P. Hansen, PE

STAR Development Corp.

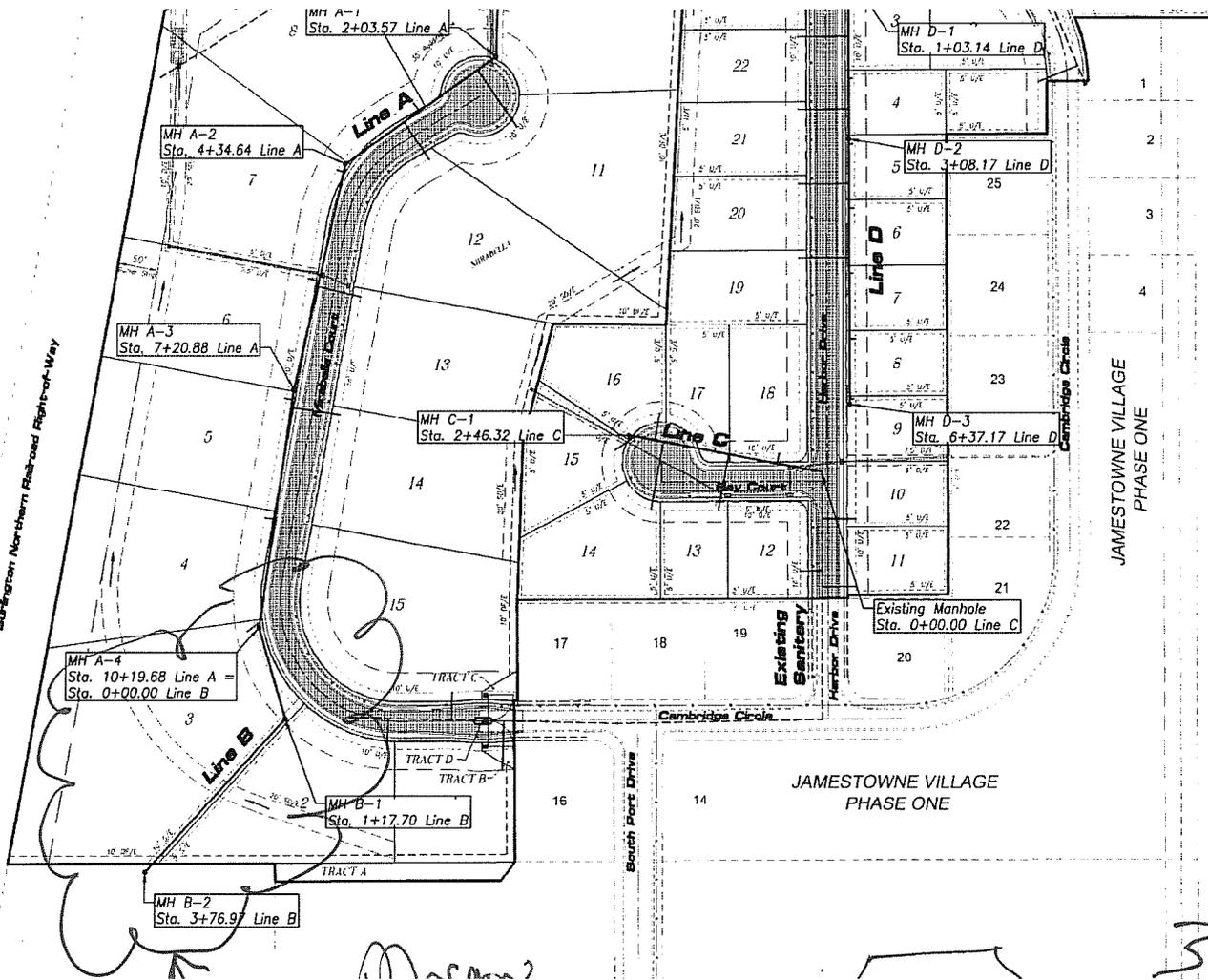
244 West Mill St, Ste 101

Liberty, MO. 64068

816-781-3322

REGENCY PARK
1st PLAT

Burlington Northern Railroad Right-of-Way



JAMESTOWNE VILLAGE
PHASE ONE

JAMESTOWNE VILLAGE
PHASE ONE

Rail Road

Map No. 2

Handwritten scribble

Handwritten scribble

RESOLUTION NO. _____

8A

**A RESOLUTION APPROVING AN ENGINEERING SERVICES CONTRACT WITH
TRANSYSTEMS FOR THE CLEAR CREEK CROSSING TRAIL & PEDESTRIAN
BRIDGE PROJECT**

Whereas, the City was awarded funding from the Federal Trails Program, administered by the Missouri Department of Natural Resources; and

Whereas, Transystems was found to be the most qualified firm for the project.

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

Section 1. The City Administrator is hereby authorized to sign the attached engineering services contract with Transystems for the Clear Creek Crossing Trail & Pedestrian Bridge project.

Section 2. This resolution shall be effective immediately upon passage.

**PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF
KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS ___ DAY OF
_____, 2016.**

APPROVED:

Bill Dane, Mayor

ATTEST:

Jim Eldridge, City Clerk

KEARNEY

Jim Eldridge <jeldridge@kearney.mo.us>

Clear Creek Crossing Trail

jwzimmermann@transystems.com <jwzimmermann@transystems.com>
To: jeldridge@kearney.mo.us, dpavlich@kearney.mo.us
Cc: mjohnson@transystems.com

Wed, Jul 27, 2016 at 1:24 PM

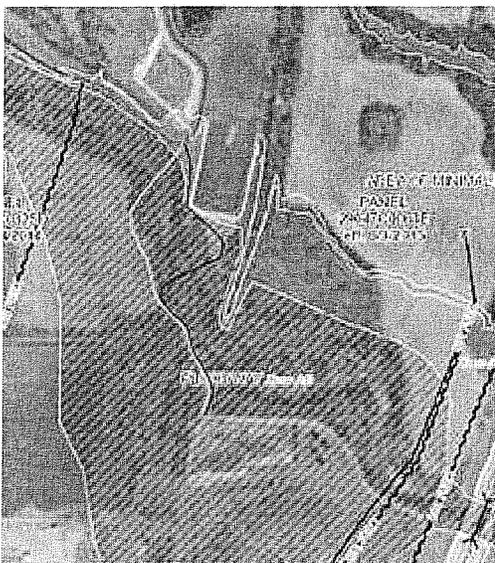


Jim – We revised the contract, scope, and fee per our phone call last week. The revised amounts:

Survey and Design = \$74,918.63

Construction Inspection = \$49,540.65

Also note that, by moving west, away from the railroad alignment to either the black or yellow alignment shown below, we might be able to avoid taking an easement. This property is owned by the Public Water District, so if you can work out a municipal agreement rather than a legal description, we could eliminate our scope and fee for that task. (\$2K to \$3K)



Please review and let me know if you have any questions.

Thanks,

John

John W. Zimmermann P.E., ENV SP
Senior Transportation Consultant
Assistant Vice President



Delivering the Transportation Experience for 50 Years**TranSystems**

2400 Pershing Road, Suite 400

Kansas City, MO 64108

Main: 816-329-8600

Direct: 816-329-8631

Fax: 816-329-8601

Cell: 816-863-5226

www.transystems.com

Note: The information contained in this transmission as well as all documents transmitted herewith are privileged and confidential information. This information is intended only for the use of the individual or entity to whom it was sent, and the recipient is obliged to protect this information as appropriate. If the recipient of the e-mail, and/or the documents attached is not the intended recipient, you are hereby notified that any dissemination, distribution or reproduction, copy, or storage of this communication is strictly prohibited. Thank you.

**Clear Creek Crossing Contract - 7-27-16.pdf**

284K

**CONTINUOUS SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS CONTINUOUS SERVICES CONTRACT AGREEMENT is entered into between **TranSystems Corporation** ("TRANSYSTEMS"), and The City of Kearney, Missouri ("OWNER"), acting by and through their duly authorized representatives, to be effective the date noted on the signature page.

WHEREAS, OWNER desires to engage TRANSYSTEMS on a non-exclusive basis to provide professional services for OWNER in connection with a variety of projects at various job sites, the general scope of work, duties and responsibilities for which are described in this Agreement, and TRANSYSTEMS is willing to perform such services; and

WHEREAS, TRANSYSTEMS desires to provide OWNER with such professional services as may be requested by Owner in connection with the various Owner's projects, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the general terms and conditions applicable to OWNER's overall relationship with TRANSYSTEMS with respect to each project on which OWNER may engage TRANSYSTEMS to provide certain specific services pursuant to this Agreement; and

WHEREAS, the parties hereto intend that OWNER shall issue a separate "Request for Services" for each project for which OWNER desires to engage TRANSYSTEMS to provide services pursuant to this Agreement and each such Request for Services shall describe and define the exact scope of the project, the scope of work and the exact services to be performed by TRANSYSTEMS on the particular project; the respective duties of Owner and TRANSYSTEMS on the particular project, any special pricing or special fees applicable to the particular project, the time for completion of the particular project and any other special or unique terms and conditions with respect to the particular project;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereto agree as follows:

**SECTION 1
DESCRIPTION OF AGREEMENT**

Section 1.1 Documents Included. This Agreement consists of this contract document and the following exhibits:

Exhibit A:Form of Requests for Services (to be consecutively numbered and issued from time to time by Owner), attached; and

Exhibit B:TRANSYSTEMS' initial Schedule of Rates and Expenses attached.

Section 1.2 **Entire Agreement.** This Agreement, as defined in Section 1.1 and as modified in accordance with each Request for Services issued pursuant this Agreement, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

Section 1.3 **Conflicting Provisions.** Unless expressly agreed to the contrary, in the referenced Exhibit and/or Request For Services, in the event of any conflict between this contract document and any of the Exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the Exhibits, the Exhibit of the latest date shall control. In the event of any conflict between this Agreement and any Requests for Services issued pursuant to Section 2.1, this Agreement shall control.

SECTION 2 SCOPE OF WORK

Section 2.1 **Description of Work; Requests for Services.** TRANSYSTEMS shall perform on an "on call" basis, engineering, design, master planning or other professional services (including, but not limited to, civil, mechanical, structural, industrial and electrical engineering services and architectural design services) in connection with various of OWNER's projects at various of OWNER's facilities all as specified in particular written Requests for Services issued by OWNER from time to time during the term of this Agreement (the "Services"). Each Request for Services shall make specific reference to this Agreement and shall not be effective or binding upon TRANSYSTEMS until such Request for Services has been accepted by TRANSYSTEMS in writing under the signature of its authorized representative. Requests for Services shall not amend or add to the general terms and conditions set forth in this Agreement in any respect except to define and describe: i) the particular project on which TRANSYSTEMS is being engaged to perform Services (the "Project"); ii) the scope of work and the exact Services to be performed by TRANSYSTEMS on the particular Project; iii) the respective special or unique responsibilities or duties of OWNER and TRANSYSTEMS, if any, on the particular Project; iv) any special pricing or special fees, if any, applicable to the particular Project; v) the time for completion of the particular Project, if any; and, vi) any other special or unique terms and conditions which are necessary to describe the particular Project or the Services to be performed by TRANSYSTEMS on the particular Project. Additional or conflicting contractual terms or conditions may be added only by formal amendment to this Agreement and not through Requests for Services; any such terms and conditions contained in Requests for Services shall be of no force or effect.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of project documentation or review by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except to the extent caused by the negligence or willful misconduct of TRANSYSTEMS.

Section 2.2 **Agreed Upon Changes in the Services.** It is the desire of the parties to keep changes in the scope of the Services under each approved Request for Services at a minimum, but the parties recognize that such changes may become necessary and agree that OWNER may initiate deletions, additions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practical, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform OWNER of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to the Request for Service

for which the change is requested. OWNER shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If OWNER approves the change, a written Contract Amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed Contract Amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising OWNER in writing that in its opinion a change is necessary. If OWNER approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by OWNER. If a change is not approved, or if a written Contract Amendment is not executed, by both OWNER and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.3 Constructive Changes and Other Additional Costs. In the event of (1) the OWNER's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.2 above); (2) a request for or approval from OWNER of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by OWNER or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, applicable to that particular Request for Services effected by said change, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation under that particular Request for Services shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 DUTIES AND RESPONSIBILITIES

Section 3.1 TRANSYSTEMS' Responsibilities. TRANSYSTEMS, subject to the terms and provisions of this Agreement and each specific Request for Services, shall:

Section 3.1.1 Furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel (including independent professional associates and consultants) which TRANSYSTEMS deems reasonably necessary to provide or perform the Services set forth in an approved Request for Services;

Section 3.1.2 Obtain all process and other licenses required to be obtained by TRANSYSTEMS pursuant to an approved Request for Services;

Section 3.1.3 Perform or provide the Services to be performed or provided by

TRANSSYSTEMS pursuant to an approved Request for Services and perform any other specific responsibilities and duties, if any, set forth in an approved Request for Services,

Section 3.1.4 Appoint one or more individuals who shall be authorized to act on behalf of TRANSSYSTEMS and with whom OWNER may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon TRANSSYSTEMS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

Section 3.1.5 Upon request by the OWNER, TRANSSYSTEMS shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the OWNER's consultants or contractors. TRANSSYSTEMS shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by TRANSSYSTEMS with those of TRANSSYSTEMS's subconsultants and the OWNER's consultants, as Additional Services. TRANSSYSTEMS also shall be entitled to an adjustment in schedule caused by this additional effort.

Section 3.1.6 TRANSSYSTEMS shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

TRANSSYSTEMS shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. TRANSSYSTEMS does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Section 3.1.7 The Contractor may, after exercising due diligence to locate required information, request from TRANSSYSTEMS clarification or interpretation of the requirements of the Contract Documents. TRANSSYSTEMS shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor shall be responsible to the OWNER for all reasonable costs charged by TRANSSYSTEMS to the OWNER for the work required to provide such information.

Section 3.1.8 If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to TRANSSYSTEMS are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, TRANSSYSTEMS may call for renegotiation of appropriate portions of this Agreement. TRANSSYSTEMS shall notify the OWNER of the changed conditions necessitating renegotiation, and TRANSSYSTEMS and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Section 3.2 **Owner's Responsibilities.** OWNER, subject to the terms and provisions of this Agreement and each specific Request for Services, shall do the following in a timely manner so as to not delay the Services of TRANSSYSTEMS:

Section 3.2.1 Designate a person to act as OWNER's representative with respect to the Services

to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define OWNER'S policies and decisions with respect to TRANSYSTEMS' Services for the particular Project;

Section 3.2.2 Provide all criteria, all available information pertinent to each Project, and full information as to OWNER'S requirements for each Project. OWNER agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information;

Section 3.2.3 Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.2.4 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of TRANSYSTEMS;

Section 3.2.5 Give prompt written notice to TRANSYSTEMS whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or consultants) or in the work of any other party performing or providing work or services in connection with the Project;

Section 3.2.6 When OWNER deems it necessary or appropriate for services in addition to the Services to be performed in connection with a particular Request for Services, OWNER shall furnish such additional services or direct TRANSYSTEMS to provide such additional services either by the issuance of a new and additional Request for Services or by following the provisions set forth in Section 2.2 of this Agreement;

Section 3.2.7 Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of OWNER which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of a particular approved Request for Services the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services;

Section 3.2.8 Perform any other duties, obligations or responsibilities of the OWNER set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the OWNER which may be identified on a particular Request for Services, if any;

Section 3.2.9 Pay for and be responsible for all taxes incurred in connection with each Project, regardless of whether such taxes are assessed against OWNER, TRANSYSTEMS or others.

Section 3.2.10 Bear all costs incident to compliance with the requirements of this Section 3.2.

Section 3.2.11 The OWNER shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS's services of which the OWNER becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification

requirement on all Contractors in its OWNER/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the OWNER and the OWNER's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered;

Section 3.2.12 In the event OWNER, OWNER's contractors or subcontractors, or anyone for whom OWNER is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, OWNER shall assume full responsibility for the results of such changes; therefore, OWNER agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, OWNER agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS's construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and OWNER from any liability or cost arising from such changes made without such proper authorization.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. This Agreement shall continue until this Agreement is terminated pursuant to Section 7.1 and all Services under those Requests for Services which are pending at the time of said termination are completed. Notwithstanding the foregoing, TRANSYSTEMS' Schedule of Rates and Expenses pursuant to which TRANSYSTEMS' compensation under this Agreement and approved Requests for Services is calculated, may be amended from time to time, all as more particularly set forth in Section 5.

Section 4.2 Completion Date. Unless a specific Completion Date is expressly set forth in a particular Request for Services as the date the Services under that Request for Services must be completed, any date set forth in a Request for Service shall be an estimated, but not guaranteed, date for the completion of the Services under that particular Request for Services. If any such Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Services by such date, if any) is subject to reasonable extensions for the performance of additional Services, constructive changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

The OWNER and Consultant are aware that many factors outside TRANSYSTEMS's control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the OWNER, the OWNER's consultants or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS's services not being met,

TRANSYSTEMS shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect TRANSYSTEMS's schedule, the OWNER shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS's schedule for performance of its services shall be equitably adjusted.

Section 4.3 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to a particular Project, lack of access to a particular Project, unavailable utilities and power, water, labor disputes, OWNER's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS. Unless other compensation or fee arrangements are expressly set forth in a particular approved Request for Services (in which case OWNER shall pay TRANSYSTEMS in accordance with any such compensation or fee arrangements), OWNER shall compensate TRANSYSTEMS for its Services performed or furnished under a particular Request for Service as follows:

Section 5.1.1 For Services. As compensation for the performance of the Services rendered by TRANSYSTEMS under a particular Request for Services, OWNER shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.3, as follows: Services of TRANSYSTEMS' principals and employees engaged directly on each particular Project and rendered pursuant to a particular Request for Service, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time the such Services are provided.

Section 5.1.2 For Reimbursable Expenses. In addition to payments provided for in paragraphs 5.1.1. OWNER shall also pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Services provided pursuant to a particular Request for Service at the rates or in the amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Reimbursable Expenses are incurred. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement or a particular Request for Service, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone and communications, independent professional associates and consultants and subconsultants and any other expense items which are described on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time the Services are provided and the Reimbursable Expenses are incurred.

Section 5.2 TRANSYSTEMS' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Exhibit B. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to OWNER in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under any particular Request for Services on January 1st of the next calendar year.

Section 5.3 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Services rendered and for Reimbursable Expenses incurred under each Request for Services. The statements will be based upon TRANSYSTEMS' estimate of the proportion of the total Services actually completed at the time of billing or upon the time spent and costs incurred by TRANSYSTEMS during the period covered by such statement. OWNER shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.4 Other Provisions Concerning Payments.

Section 5.4.1 Interest, Suspension of Services. If OWNER fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after OWNER's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.4.2 Payments after Termination by OWNER. In the event of termination under Section 7.1, TRANSYSTEMS will be paid for Services rendered and Reimbursable Expenses incurred to the date of termination on those particular Requests for Services terminated, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect. TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and consultants employed by TRANSYSTEMS to render Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, consultants and others performing or furnishing Services through TRANSYSTEMS under those particular Request for Services terminated, and TRANSYSTEMS shall be paid all other amounts due it under this Agreement which are earned through the date of the termination.

Section 5.4.3 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If OWNER desires to have copies of such records, copies will be made available to OWNER upon OWNER's request prior to final payment for TRANSYSTEMS' Services under a particular Request for Services. TRANSYSTEMS shall be reimbursed the cost of any such copies by OWNER.

Section 5.4.4 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

**SECTION 6
OPINIONS OF COST AND SCHEDULE**

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project Schedules shall be made on the basis of TRANSYSTEMS' experience and

qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project Costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TRANSYSTEMS' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further Services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event such a termination is of a particular Request for Services, then this Agreement shall remain in effect for all other outstanding requests for services and any future approved Requests for Services. In the event said termination is for the entire Agreement, then the termination shall effect and terminate this Agreement and all outstanding Requests for Services.

If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, Consultant) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and consultants) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the particular Project for which they were prepared and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the particular Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by OWNER or others on extensions of the particular Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or consultants, and OWNER does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and consultants from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Use of Electronic Media.

In the event that OWNER requests any electronic deliverables under this agreement, TRANSYSTEMS and OWNER shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the OWNER agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The OWNER agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The OWNER agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The OWNER further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and consultants) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the Contractor shall be solely responsible for job site safety, and warrants that this intent shall be carried out in the OWNER's contract with the Contractor. The OWNER also agrees that the OWNER, TRANSYSTEMS and TRANSYSTEMS' subconsultants shall be indemnified by the Contractor and shall be made additional insureds under the Contractor's policies of general liability insurance. In addition, TransSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and

obligations to OWNER or to comply with Federal, State or local laws, rules, regulations or codes; (ii) the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TRANSYSTEMS Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the OWNER furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 -per occurrence
\$1,000,000 -annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 If, pursuant to the provisions of Exhibit A, OWNER is required to obtain certain insurance coverages, OWNER agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit A. OWNER will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, OWNER and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TRANSYSTEMS Indemnification. TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the OWNER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the OWNER in any manner whatsoever for the OWNER'S own negligence.

Section 7.7.3 OWNER Indemnification. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the OWNER'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable, and arising from the Project that is the subject of this Agreement. The OWNER is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractor Indemnification. OWNER agrees to cause each of its other contractors on each particular Project to include an indemnification provision in OWNER's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify OWNER against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of OWNER, its employees, agents or contractors). OWNER shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by OWNER'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to OWNER for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to OWNER for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability insurance requirements outlined in Section 7.6.1(e), whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS' negligence, a required item or component of the Project is omitted from TRANSYSTEMS' construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection of Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the OWNER agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the OWNER on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the OWNER or any prior consultant of the OWNER's. The OWNER warrants that

any documents provided to TRANSYSTEMS by the OWNER or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by TRANSYSTEMS and that the OWNER has the right to provide such documents to TRANSYSTEMS free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. OWNER grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use OWNER's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until OWNER shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above in Section 1.1, together with all approved Requests for Services constitute the entire agreement between OWNER and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase TRANSYSTEMS' contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.3 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to OWNER the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.4 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the

other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.5 Disputes. In the event a dispute arises between TRANSYSTEMS and OWNER regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.4 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, a Missouri corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.6 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, consultants or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of OWNER.

Section 8.7 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.8 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of TRANSYSTEMS' and OWNER's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, consultants and other subcontractors to perform or assist in the performance of the Services.

Section 8.9 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to OWNER:
City of Kearney
100 E Washington Street

Kearney, MO 64060

Attention: David Pavlich

If to TRANSYSTEMS:

TranSystems Corporation

2400 Pershing Road

Suite 400

Kansas City MO 64108

Attention: John Zimmermann

Nothing in this Section 8.9 shall be construed to restrict the transmission of routine communications between representatives of OWNER and TRANSYSTEMS.

Section 8.10 Interpretation.

- (a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.
- (b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.
- (c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.
- (d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.
- (e) No failure by either party to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, and no waiver of any breach shall constitute a waiver of any other or subsequent term, condition, instruction, breach, right or privilege.
- (f) The parties acknowledge and agree that the terms and conditions of this Agreement, including but not limited to those relating to allocations and assumptions of, releases from, exclusions against and limitations of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.

Section 8.11 Certifications, Guarantees and Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS' having to certify, guarantee

or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The OWNER also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS' signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2016.

____ **The City of Kearney, Missouri** ____
(Owner's Name)

By: _____

Printed Name: _____

Title: _____

TranSystems Corporation

By:  _____

Printed Name: _Frank Weatherford _____

Title: ___Vice-President _____

EXHIBIT "A"

REQUEST FOR SERVICES No. TS-01

To: **TranSystems Corporation**

1. This Request for Services No. TS-01, dated the _____ day of _____, 2016, is issued to **TranSystems Corporation** ("TRANSYSTEMS") pursuant and subject to the terms of The City of Kearney, Missouri ("OWNER") Continuous Services Agreement with you dated the _____ day of _____, 2016.
2. Pursuant to the terms of said Continuous Services Agreement For Professional Services, this Request for Services shall be deemed accepted by TRANSYSTEMS according to its terms upon TRANSYSTEMS' execution hereof and transmittal to OWNER.
3. TRANSYSTEMS shall provide the professional services detailed in the attached scope of services.
4. The services requested by OWNER from TRANSYSTEMS are to be performed on OWNER's Project No. 2015-07 generally described as Clear Creek Crossing Trail located at Kearney, Missouri. TRANSYSTEMS Corporation is providing professional services for this project to OWNER pursuant to the Continuous Services Agreement. OWNER's Project Manager for this project is David Pavlich and shall be TRANSYSTEMS' contact hereunder. All communication under this Request for Services shall be to this individual.
5. This Request for Services is issued under the Continuous Services Agreement identified in paragraph 1. It shall not modify or amend any provision of the Continuous Services Agreement. Any amendment, supplementation, modification or cancellation of the Continuous Services Agreement may only be accomplished under and pursuant to a separate executed writing consistent with the provisions of paragraph 8.2 of the Continuous Services Agreement.
6. In consideration of the proper and timely performance of the services required to be delivered hereunder by TRANSYSTEMS as specified in the Continuous Services Agreement and this Request for Service OWNER shall pay to TRANSYSTEMS the following fee in the manner specified:

Actual Costs plus Fixed Fee up to a maximum fee of \$124,459.28
7. All fee payments due to TRANSYSTEMS hereunder shall be paid within the time and in the manner as specified under the provisions of the Continuous Services Agreement unless this Request for Services sets forth an alternate payment provision.
8. TRANSYSTEMS, in accordance with the Continuous Services Agreement and this Request for Services, shall fully and completely deliver all professional services required hereunder according to the attached schedule.
9. TRANSYSTEMS shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and TRANSYSTEMS, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow TRANSYSTEMS, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the

Contract Documents.

Based on this general observation, TRANSYSTEMS shall keep the OWNER informed about the progress of the Work and shall endeavor to guard the OWNER against deficiencies in the Work.

If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by TRANSYSTEMS as another Request for Services in accordance with the terms of this Agreement.

OWNER

By: _____

Name: _____

TranSystems Corporation

By: Frank Weatherford

Name: Frank Weatherford

EXHIBIT "B"
Schedule of Rates and Expenses

Classification	Rate	Classification	Rate
Principal/Civil Engineer V	\$288	Industry Specialist V	\$288
Civil Engineer IV	\$212	Industry Specialist IV	\$285
Civil Engineer III	\$160	Industry Specialist III	\$132
Civil Engineer II	\$124	Industry Specialist II	\$66
Civil Engineer I	\$100	Inspector V	\$225
Architect IV	\$212	Inspector IV	\$128
Architect III	\$184	Inspector III	\$92
Architect II	\$94	Inspector II	\$74
Planner III	\$134	Marketing Administrator III	\$140
Planner II	\$90	Marketing Administrator II	\$92
Planner I	\$80	Administrator II	\$90
Scientist III	\$114	Administrator I	\$62
Scientist II	\$88	Surveyor V	\$160
Technician V	\$162	Surveyor IV	\$110
Technician IV	\$120	Surveyor III	\$96
Technician III	\$98	Surveyor II	\$72
Technician II	\$82	Surveyor I	\$56
Technician I	\$68	Electrical Engineer III	\$160
Principal/ Structural Engineer V	\$288	Electrical Engineer I	\$124
Structural Engineer IV	\$212	Construction Services I	\$67
Structural Engineer III	\$166	Construction Services II	\$81
Structural Engineer II	\$128	Construction Services III	\$95
Structural Engineer I	\$100	Construction Services IV	\$115

Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.

Vehicle mileage to be paid at the current IRS rate per mile.

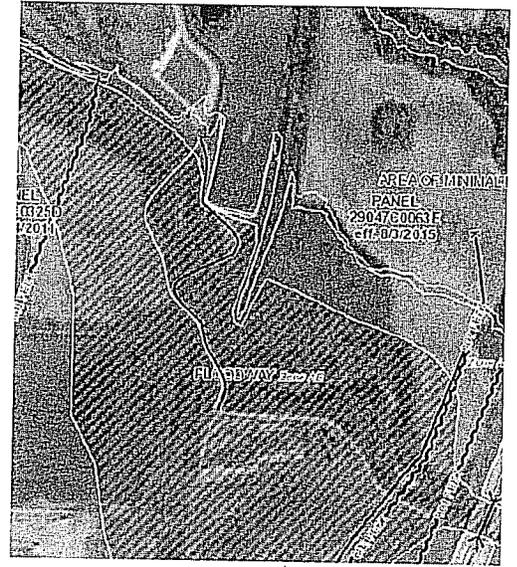
The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2016. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

ATTACHMENT A – SCOPE OF SERVICES
July 26, 2016
BASIC DESIGN DUTIES

The following scope of services was prepared based on the following assumptions:

1. CLEAR CREEK CROSSING TRAIL

- a. Include the design and construction administration for the alignment as described and shown to the right:
 - i. Beginning approximately ¼ mile north of the intersection of North Park Road and Park Lane, taking a northerly route over Clear Creek and around local soccer fields and ending the trail by North Park Road cul-de-sac. The total trail length is anticipated to be approximately ¼ mile.
 - ii. The final alignment is anticipated to fall within the yellow alignment and the black alignment in the image to the right.



2. SERVICES ASSUMPTIONS

- a. Design
 - i. The trail will be constructed of crushed rock.
 - ii. The bridge over Clear Creek will be premanufactured truss or other type designed by the manufacturer. Substructure for the bridge over Clear Creek will be designed by TranSystems based on loading and geometry supplied by the bridge manufacturer.
 - iii. The project will be bid as a single project through a City bid process.
 - iv. Access to the site (including tree removal) for geological borings will be provided by the City.
 - v. All plan sets submitted are electronically in pdf format unless otherwise noted.
 - vi. No public meetings or flyers are included.
- b. Environmental
 - i. Agency mandated species specific threatened and endangered species presence/absence surveys or mitigation are not included.
 - ii. Design of a wetland mitigation plan is not included.
 - iii. Agency mandated archeological/cultural resources surveys are not included.
 - iv. This Scope of Services does not include any permit fees required by any agencies.
- c. Construction
 - i. Construction duration will be 3 months. Full time construction inspector provided by TranSystems.
 - ii. During construction, TranSystems will attend construction update meetings.

Not included in this scope, but can be added as an additional service:

- a. City Structural/Building permits
- b. Lighting design
- c. Landscaping design
- d. Channel instability countermeasure design

3. SCOPE OF SERVICES

Note – Some tasks indicate where a subconsultant will be assisting TranSystems. This does not modify TranSystems obligations to complete the overall scope of services. Specifying the subconsultant's tasks in this scope provides the most effective documentation to reduce misunderstandings.

1000 Communication Tasks

1000 Meetings

- a. Participate in monthly conference calls with City staff to discuss the project objectives. Two design meetings at City offices are assumed.

2000 Survey and Data Gathering

2000 Final Trail Blazing

- a. Facilitate a trail blazing expedition to document the final trail alignment for the survey tasks. The City, TranSystems' Project Manager, TranSystems' Lead Trail Designer, and TranSystems' Hydraulics Engineer will attend.

2001 Field Survey

a. Control

- i. Establish four (4) Horizontal Control Points, two (2) Vertical Control Points. Horizontal Datum will be referenced to Missouri State Plane Coordinate System, NAD83 (2011 Adjustment), Missouri West Zone. Vertical Datum will be referenced to NAVD88.

b. Topography

- i. Conduct ground surveys to locate field survey information. Project Limits for the Pedestrian/Bicycle Trail are to survey a 40 foot width (20 feet each side of proposed centerline). Survey shall show the physical features of the land depicting natural and man-made features, fences, tree lines, Top of Embankments, Toes of Slopes, Water Edges, walls, buildings, utilities above, hills, valleys, streams, rock outcroppings, bridge abutments and major breaklines etc.
- ii. Coordinate with GSI to stake boring locations.
- iii. Provide and locate field survey information to create a full Planimetric Base Map and Tin file for engineering design along corridor(s) specified.
- iv. Provide stream cross sections at four locations for Hydraulics and Hydrology.
- v. Prepare a topographic base map showing all surveyed features in CAD format.
- vi. Prepare an accurate surface model of the surveyed surfaces. This information shall be included with the CAD base map as a separate layer of 3d triangles.

c. Property

- i. Research property ownerships from tax parcel id's, last deed of record and plat maps at Clay County Recorder of Deeds. It is estimated that one title report will be needed for this project.
- ii. Field search and locate property corners to establish property boundaries along corridor. It is estimated that seven section corners will need to be located to accurately locate the project property lines.

2002 Geotechnical Services. GSI to:

- a. Request utility locations before explorations begin
- b. Coordinate with the surveyor to stake borings at same time as surveying.
- c. Provide borings, investigations and observations at locations and elevations requested.
- d. Conduct:
 - i. Two deep borings for the bridge foundations. Boring to be 40' deep or 5' into rock, whichever is at the higher elevation.

- e. Test soil samples for common engineering properties of dry density, Atterberg limits, consolidation potential, moisture content, unconfined compressive strength, etc.
- f. Summarize findings in geotechnical report that will be referenced by the Engineer and Contractor.

Preliminary/Right-of-Way Phase

- 3000 Hydraulic Analysis and Coordination
 - a. Site Reconnaissance and Data Collection
 - i. Perform a site visit to assess current conditions and document the project site with photos.
 - ii. Obtain available Flood Insurance Study (FIS) Data and current effective hydraulic model developed by the study from FEMA as well as elevation data as necessary.
 - a. Hydrology and Hydraulics
 - i. Perform a hydrologic analysis to verify and calibrate the FIS discharges for Clear Creek at the project location and if necessary determine lower frequency discharges not presented in the FIS.
 - ii. Perform modeling utilizing Corps of Engineers HEC-RAS model in an attempt to iteratively arrive at no-rise from the proposed improvements.
 - iii. Perform scour analysis on bridge foundations to calculate anticipated scour depths.
 - a. No-rise Determination
 - i. Document the No-rise for the final trail geometry.
 - ii. Prepare City Floodplain Development Application.
- 3001 Design and Plans
 - a. Create plan set. Includes:
 - i. Cover sheet (Using City standard)
 - ii. Typical sections
 - iii. Survey control and project coordinates
 - iv. Trail plan and profile. (1"=40')
 - v. Bridge type size and location
 - vi. Temporary erosion control
 - vii. Existing right-of-way layout
 - viii. Construction sequencing notes
 - a. Traffic control, creek protection, construction phasing, and tree protection.
 - ix. Cross-sections
- 3002 Environmental
 - a. Obtain Clean Water Act Section 404 Permit
 - i. Conduct a wetland delineation to identify impacts to wetlands and other waters of the U.S. Permit review schedules and mitigation costs will also be researched as needed. The wetland delineation will be performed within an approved study area for the preferred trail alignment. TranSystems will prepare and submit a USACE Section 404 permit application and a Wetland Report with associated figures, wetland data sheets, and a photo log. Should a permit application not be necessary, the City of Kearney would be provided a report summarizing the environmental investigation.
 - ii. It is anticipated the project will qualify for a USACE 404 nationwide permit. If the project requires a Section 404 Individual Permit, a supplemental task order request will be submitted.
 - b. Obtain Water Act Section 401 Water Quality Certification with MDNR.
 - i. TranSystems will coordinate with the MDNR regarding Section 401 Water Quality Certification. This item may be combined with the above Section 404 Permit, depending on the amount of impacts to waters of the U.S.

- 3003 Utilities
 - a. Discuss and review utility conflicts and coordinate with utilities to determine their schedules and relocation plans (if any).
- 3004 Estimate and Construction Schedule
 - a. Calculate the preliminary quantities and prepare a revised estimate, and update schedule.
 - b. Determine length of time (calendar days) to construct project.
- 3005 Right-of-way Documents
 - a. Prepare one tract map and an estimated two legal descriptions one property impacted by the project. The two legal descriptions are for a temporary construction easement and a permanent trail easement.
 - b. City will insert legal descriptions into standard easement forms.
 - c. City will conduct all acquisition efforts, including filing with the County-Registrar of Deeds.

Final Design/PS&E/100% CD Phase

- 4000 Final Design
 - a. Bridge Design
 - i. Prepare bridge substructure final plans and details.
 - ii. Assess constructability, clearing, and staging for the bridge.
- 4001 Final Plans - Update the plans based on the comments from previous submittal. Includes:
 - a. Cover sheet (Using City standard.)
 - b. Typical sections
 - c. Quantities
 - d. Survey control and project coordinates
 - e. Trail plan and profile. (1"=40')
 - f. Bridge final details
 - g. Permanent erosion control
 - h. Temporary erosion control
 - i. Existing and proposed right-of-way layout
 - j. Construction sequencing plans and notes
 - i. Traffic control, creek protection, construction phasing, and tree protection.
 - k. Cross-sections
- 4002 Opinion of Probable Cost and Construction Schedule
 - a. Update the quantities and prepare a revised opinion of probable cost and update schedule.
- 4003 Specifications
 - a. Prepare technical specifications for the project, using City, MODOT and APWA references.
 - b. Utilize City's standard contract (front-end) documents.
- 4004 Submit Plans
 - a. Submit plans to the City and MODOT for review after TranSystems' internal QA/QC is completed.
- 4005 Final Revisions
 - a. Update the plans based on comments received.
 - b. Update the quantities and prepare a revised construction cost estimate.
 - c. Update technical specifications for the project.
 - d. Submit plans to the City and MODOT for review after TranSystems' internal QA/QC is completed.

Bidding and Construction Administration

- 5000 Bidding
 - a. City to place Bid Documents on an on-line plan room for bidders to access.
 - b. Facilitate Pre-Bid meeting.

- c. Provide addendums, bid evaluations and bid recommendation.
- 5001 Construction Administration
- a. Attend Bid Opening and assist with bid reviews.
 - b. Attend the Pre-Construction Conference.
 - c. Review and comment, or approve, contractor's RFI's, RFP's, submittals, shop drawings related to the decking, samples and the results of tests and inspections.
 - d. Attend a final walk through with City and the contractor.
 - e. Provide one punch list to record final inspection approval.
 - f. Provide a letter recommending project acceptance to the City.
 - g. Provide one complete set of digital/electronic record drawings (pdf format) to the City based on construction changes documented by the Contractor. The construction changes are limited to the bid plans, and no new details or plan views will be created.
- 5002 Construction Observation
- a. Provide construction inspector on-site for the duration of the project (estimated at 3 months) for an average of 6 hours per day during the regular work week.
- 5003 Construction Testing, GSI to
- a. Provide trail subgrade testing.
 - b. Take concrete samples for standard ASTM testing of new structural concrete.

⌘ END OF SCOPE ⌘



ATTACHMENT B
Survey and Design
Clear Creek Trail
Kearney, Missouri

WORKFORCE AND FEE ESTIMATE
ESTIMATE OF HOURS

Team members shown on the right were used to estimate the fee. The actual personnel may vary.

TASK	Item	Team Members															TOTAL	
		PM ESM	Eng ES3	Eng ES1	Tech T3	Eng EC3	Eng EC2	Eng EC1	Eng EC4	Eng EC1	Tech T3	Sci SC2	Eng EC1	Surv S5	Surv S3	Surv S2		Con I2
1000		8							4	2								14
2000		4						4	4	8								20
2001	a	1								2			1	4	4			12
2001	b	1								2			20	20	20			63
2001	c	1								2			12	12	12			39
2002		4	2															6
3000	a	1						1	8									10
3000	b	1				5	9	48										63
3000	c	2				4	1	20										27
3001	a	1	2	16	8				2	32	16							77
3002		1										50	6					57
3003		1								8								9
3004		1	1	1					1	8								12
3005		1								2	2							5
4000		4	20	24	92													140
4001		2							1	36	24							63
4002		1	2	4					2	8								17
4003		1	2	4					8	24								39
4004		1			2						2							
4005		1		2	4				2	2	4							15
5000		4	2						1	16								
5001		8							4	32	8							32
5002		8																440
5003		2																
SUMMARY																		
1000		8							4	2								14
2000		11	2					4	4	14								260
3000		9	3	17	8	9	11	76	3	50	18	50	6	33	36	36		279
4000		10	24	34	98				13	70	30							472
5000		22	2						5	48	8							557
		60	31	51	106	9	11	80	29	184	56	50	6	33	36	36	472	1250
		5%	2%	4%	8%	1%	1%	6%	2%	15%	4%	4%	0%	3%	3%	3%	38%	

**Survey and Design
Clear Creek Trail
Kearney, Missouri**

BASE ESTIMATE

Labor

ESM	60 hours @	\$63.00 =	\$3,780.00
EC4	29 hours @	\$68.00 =	\$1,972.00
EC3	9 hours @	\$46.00 =	\$414.00
EC2	11 hours @	\$38.00 =	\$418.00
EC1	270 hours @	\$30.00 =	\$8,100.00
ES3	31 hours @	\$54.00 =	\$1,674.00
ES1	51 hours @	\$30.00 =	\$1,530.00
T3	162 hours @	\$32.00 =	\$5,184.00
SC2	50 hours @	\$30.00 =	\$1,500.00
S5	33 hours @	\$47.00 =	\$1,551.00
S3	36 hours @	\$31.00 =	\$1,116.00
S2	36 hours @	\$20.00 =	\$720.00
I2	472 hours @	\$25.00 =	\$11,800.00
Subtotal - Labor:			\$39,759.00

Consolidated Overhead (146.3 %)	
Facilities Capital Cost of Money Rate (0.17 %)	
Subtotal - Overhead:	\$58,235.01

Total Labor & Overhead: \$97,994.01

14.5% Fixed Fee: \$14,209.13

Direct Costs

Design Mileage: 700 miles @ \$ 0.540 =	\$378.00
Insp. Mileage: 3,343 miles @ \$ 0.540 =	\$1,805.14
FEMA Model	\$350.00
Title Reports	\$650.00
Printing =	\$100.00
Misc. Expenses (Delivery Services, etc.) =	\$50.00
Subtotal - Other Expenses :	\$3,333.14

Subcontract Pass-Through Costs

GSI (Geotechnical) (SLBE) =	\$4,450.00
GSI (Construction Testing) (SLBE) =	\$4,473.00
Subtotal - Subconsultants:	\$8,923.00

TOTAL DESIGN AND INSPECTION FEE: \$124,459.28

SLBE: 7.2%
 Total Design Fee: \$74,918.63
 Total Inspection Fee: \$49,540.65

Missouri - TAP Funding Recommendation - Approved by ATPC July 27, 2016

ID	Applicant	State	Project Title	MARC Staff Scores	ATPC Committee Ranking	Final Project Scores	Planning Committee Advisory Priorities			Public Comments	TAP Requested	Funding Recommended
							BPAC	DSLTL	SPPC			
816	Kansas City, MO	MO	Missouri River Trail Segment 1	90.9	14.4	97.8	●	●		2	\$ 500,000	\$ 500,000
805	BikeWalkKC	R	Local Spokes - Regional Safe Routes to School Education	89.9	10.0	94.6	●	●		3	\$ 250,000	\$ 250,000
759	Kansas City, MO	MO	Big Shoal Creek Trail Segment 3	80.2	16.8	88.2	●	⊙		10	\$ 500,000	\$ 500,000
766	Kansas City, MO	MO	Trolley Connector Trail Segment 2	75.9	16.0	83.6	●	⊙		6	\$ 500,000	\$ 500,000
822	City of Parkville	MO	Route 9 Corridor Complete Streets Improvements - Route 45 to Clark Ave.*	73.4	15.8	80.9	●	⊙	⊙	23	\$ 297,600	
717	Independence	MO	US 24 Highway Complete Streets	73.0	14.3	79.8	●	⊙			\$ 203,000	\$ 203,000
752	Kansas City, MO	MO	KCI Corridor Trail Segment 3	70.6	16.8	78.6	⊙			2	\$ 500,000	\$ 400,000
764	Kansas City, MO	MO	Martha Truman Connector Trail	69.6	13.3	75.9	⊙			5	\$ 500,000	\$ 250,000
714	Crossroads Community Assc	MO	20th Street Streetscape - Grand to McGee	70.0	11.9	75.7				11	\$ 425,000	
785	Independence	MO	Truman Depot Renovations and Pacific Avenue Trail	71.1	8.4	75.1					\$ 415,000	\$ 350,000
814	BikeWalkKC	R	Bike Share KC Phase 5	69.4	9.0	73.7				17	\$ 750,000	
831	Gladstone	MO	Rock Creek Greenway Trail - Phase 2	68.0	11.8	73.6				1	\$ 400,000	\$ 400,000
813	North Kansas City	MO	Armour Road Complete Street Improvements	64.0	11.5	69.5					\$ 360,000	
706	Grain Valley	MO	Blue Branch Creek - Pedestrian Bridge	62.0	9.3	66.4					\$ 119,210	\$ 119,210
819	Jackson County	MO	Little Blue Trace Trail - Segment 6 - North Bridge Connector	59.0	9.9	63.8					\$ 500,000	
839	Blue Springs	MO	7 Highway Sidewalk - I-70 to Pink Hill Road	58.0	9.0	62.3					\$ 500,000	
835	Blue Springs	MO	7 Highway Sidewalk - 40 Highway to I-70	54.9	7.8	58.6					\$ 500,000	
772	Blue Springs	MO	7 Highway Sidewalk - Liggett to 40 Highway	54.9	7.4	58.4					\$ 500,000	
804	Kearney	MO	Clark Street Trail	53.4	7.1	56.8				3	\$ 336,000	
763	Independence	MO	Three Trails Sidewalks to School	43.8	5.6	46.4					\$ 375,000	
696	Kearney	MO	Dogwood Elementary Sidewalk	37.4	5.1	39.8				4	\$ 180,000	\$ 180,000
						MO average	71.4					

- high regional priorities and should strongly be considered for funding
- ⊙ should also be strongly considered for funding
- * These projects implement elements from previous Creating Sustainable Places /Planning Sustainable Places efforts.

Total Programmed	\$ 3,652,210
New Funds Available	\$ 3,056,000
Funding Returned from Riverside	\$ 435,000
Total Funds Available	\$ 3,491,000
% Programmed	105%

"BPAC also recommends funding of projects that encourage: reinvestment in older areas, completion of missing sidewalk links, first and last mile transit trips, and those that emphasize complete streets."

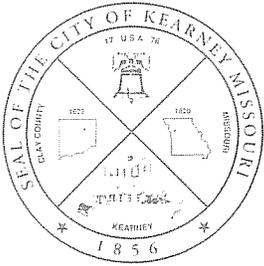
DSLTL: "TAP Non-motorized projects that support complete streets design are high regional priorities and should strongly be considered for funding in either state. The team also discussed the importance of reinvestment in older areas where pedestrian demand is highest."

BPAC: Bicycle Pedestrian Advisory Committee
 DSLTL: Destination Safe Leadership Team
 SPPC: Sustainable Places Policy Committee

Congratulations to David Pawlich /

*MARC STP Grant
 for Dogwood Sidewalk
 @ 180,000 Approved*

1-1



The City of Kearney

100 E. Washington
P.O. Box 797
Kearney, MO 64060

M-2

July 26, 2016

The Cameron Air Show Organization
Lee W. Crouch
11766 NE A HWY.
Cameron, MO 64429

Reference: The 2016 Jesse James Outlaw Air Show
Clay County Midwest National Air Center, 13106 Rhodus Road,
Excelsior Springs, Missouri 64024
Liquor by the Drink License for Tax Exempt Organizations

To Whom This May Concern:

The City of Kearney does not have a category pertaining specifically to retail liquor by the drink sales for tax exempt organizations.

It is assumed any business qualified to make such sales will secure proper licenses from the State Division of Liquor Control.

It is understood the Clay County Commission has granted permission for the 2016 Jesse James Outlaw Air Show to use land belonging to the County from August 18, 19, 20 and 21, 2016.

Respectfully,

Jim Eldridge
City Administrator/Clerk

Cc: file
Y:\Liquor\jessejamesoutlawairshow2016.doc

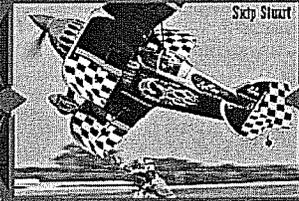
88036

AUGUST 19, 20, 21ST - TWENTYSIXTEEN

THE JESSE JAMES OUTLAW AIRSHOW



Ayle Franklin



Skip Stuart

Outlaws, Legends & Rebels

ADMISSION

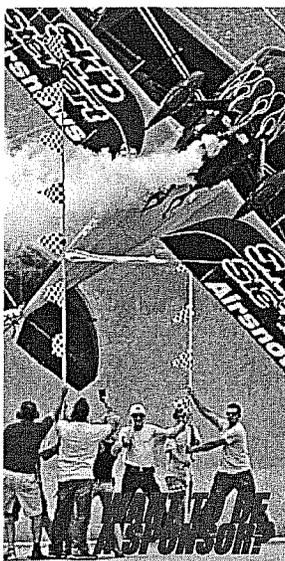
Fri Sat & Sun
Advanced Tickets
Only \$15
(Kids 10 & under Free)

Click Here To
Buy Yours Today!

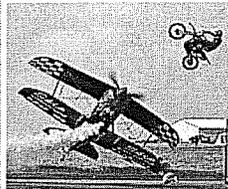
SCHEDULE

13106 Rhodus Rd
Excelsior Springs

GET DIRECTIONS



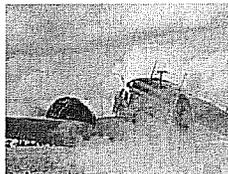
Skip Stewart & "Prometheus"



Skip Stewart's airshow is something you feel like a thumping, ripping drumbeat in the center of your chest. You'll taste fuel, you'll smell victory. High-performance, high-skill, and high "totally-awesome," Skip and his plane will tear through a high alpha pass on takeoff, then proceed to rock the most jaw-dropping maneuvers down to 1-foot off the ground. PROMETHEUS doesn't specialize in haircuts, but get ready for a close shave.

[VIEW WEBSITE](#)

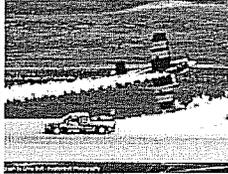
Matt Younkins Twin Beech



Matt Younkin's Beech 18 performance is likely the most unusual act on the airshow circuit today. The Beech 18 was never designed for aerobatic flight; however that doesn't make it incapable of doing just that. The performance is almost a mirror image of the one his father Bobby pioneered and flew for over 15 years. It begins with a roll on takeoff followed by a series of Cuban eights, point-rolls, and even a loop.

[VIEW WEBSITE](#)

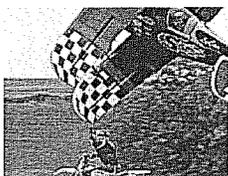
Flash Fire Jet Truck



As driver/pilot of the Worlds Fastest Jet Powered Truck Neal Darnell has been performing at Airshows for 15 years. Always interested in Jet Engines, he thought why not put a military fighter jet engine in a Dodge Pickup Truck? With a little magic, a lot of money, a little luck, and lots of hard work the Flash Fire Jet Truck was born. A Jet Truck with over 12,000 Horsepower and capable of speeds approaching 400 miles per hour.

[VIEW WEBSITE](#)

United FMX Moto Cross Team



Back Again! The "United FMX" moto cross team lead by Cody Elkins are back! After the amazing jump over an airplane in flight as seen around the world IN 2014, they are back for more. This the most insane stunt you will see today, and the only place in the world to see it live this year will be the Jesse James Outlaw AIRSHOW!

[VIEW WEBSITE](#)

NIGHT AIRSHOWS! Fri & SAT Night

We are featuring two amazing night shows this year. Friday and Saturday night watch full airshow

[Click to Learn More](#)

Props and Guitars



MUSIC FESTIVAL
Featuring Fri & Sat Night:
The New Black 7



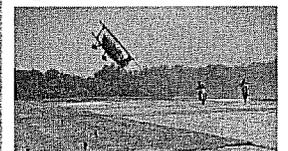
One Wine by The New Black 7

MUSIC VIDEO
ONE WINE
BY THE NEW BLACK SEVEN
BY JACOB L. BARNETT
BY JACOB L. BARNETT



KINSEY SADLER

f FOLLOW US ON FACEBOOK



(<https://www.facebook.com/cameronairshow/videos/1088318047905304/>)

Timing is

everything! FMX legend Cody Elkins, and super airshow pilot Skip Stewart performing the wingtip grab! See this live at this years show! Tickets are selling fast get yours today
www.jessejamesoutlawairshow.com
m
(<https://www.facebook.com/cameronairshow/videos/1088318047905304/>)

Annette Davis

Sun	Mon	Tue	Wed	Thu
31	1 11:30am - Seniors Meal @ 6:30pm - Board of	2	3 11:30am - Seniors Meal @ 12pm - Chamber Luncheon	4 11:30am - S
7	6 11:30am - Seniors Meal @ 6:30pm - P & Z Mtg @ City	9 6:30pm - Court	10 11:30am - Seniors Meal @	11 7pm - Lion's Club Mtg @ 7am - KADC 11:30am - S
14	15 11:30am - Seniors Meal @ 6:30pm - Board of	16	17 11:30am - Seniors Meal @	18 11:30am - S
21	22 11:30am - Seniors Meal @	23	24 11:30am - Seniors Meal @	25 7pm - Lion's Club Mtg @ 11:30am - S
28	29 11:30am - Seniors Meal @	30	31 11:30am - Seniors Meal @	1 11:30am - S

KEARNEY POLICE DEPARTMENT



WHERE INDIVIDUALS ARE CITED, CASES ARE PENDING IN EITHER CLAY COUNTY CIRCUIT COURT OR THE KEARNEY MUNICIPAL COURT. ALLEGATIONS ARE PROVIDED AT THE REQUEST OF THE KEARNEY COURIER FROM THE KEARNEY MO POLICE LOGS FOR THE WEEK OF: 07-11-16 to 07-17-16

7/11

Assisted Kearney Fire and Rescue on a EMS call in the 400 block of Porter Ridge.

Recovered property MO 92 Hwy at MO 33 Hwy returned to owner.

Bryan S Willsey-male-30-Kearney-cited for expired license plates and failure to maintain current vehicle insurance, arrested on a Clinton County Warrant.

Citizen assistance MO 92 Hwy at I-35

Citizen assistance in the 500 block of Porter Ridge.

7/12

Stephanie A Henley-female-29-Holt-cited for expired license plates and failure to maintain current vehicle insurance.

Zachary A Davis-male-26-Kearney-cited for illegal left turn and expired license plates.

Investigation of a peace disturbance in the 500 block of Shanks Aveune.

Stealing investigation in the 700 block of Watson Drive.

Cassie Ann Walker-female-27-Kearney-issued summons for stealing.

Kevin W Dodd-male-29-Kearney-issued summons for assault.

Assisted Kearney Fire and Rescue on a EMS call in the 800 block of South Prospect.

Stealing investigation in the 1300 block of Watson drive.

Investigation of a business alarm in the 900 block of West MO 92 Hwy.

7/13

Peace disturbance investigation in the 300 block of East 17th Street.

Assisted Kearney Fire and Rescue on a EMS call on Meadowbrook Drive.

Harassment investigation in the 100 block of North Grove.

Stealing investigation in the 1700 block of Regency.

Stealing investigation in the 1800 block of Patricia.

Stealing investigation in the 400 block of Crestridge.

Stealing investigation in the 600 block of South Jefferson.

Assisted Kearney Fire and Rescue on a EMS call in the 400 block of Platte Clay Way.

Assisted Kearney Fire and Rescue on a EMS call in the 400 block of Platte Clay Way.

Bradley K Wilke-male-34-KCMO-cited for expired license plates.

Stealing investigation in the 1800 block of Patricia.

Assisted Kearney Fire and Rescue on a EMS call in the 500 block of Hedgerow.

7/14

Elizabeth A Allen-female-35-Lathrop-cited for speeding.

Stephanie D McKinzie-female-20-Kearney-cited for expired license plates.

Property damage investigation in the 200 block of Platte Clay Way.

Stealing investigation in the 200 block of Platte Clay Way.

Assisted Kearney Fire and Rescue on a EMS call in the 2000 block of Greenfield Mews.

Motorist assist in the 1700 block of Regency Drive.

Citizen assistance in the 500 block of West MO 92 Hwy.

7/15

Investigation of an animal complaint in the 2200 block of Campus Drive.

Stealing investigation in the 100 block of Boude.

Stealing investigation in the 300 block of Grove Terrace.

Stealing investigation in the 100 block of Boude.

Check the welfare investigation in the 500 block of Porter Ridge.

Business alarm investigation in the 200 block of East 6th.

Stealing investigation in the 100 block of Boude Street.

Stealing investigation in the 100 block of Lawrence.

Investigation of a domestic assault in the 500 block of Porter Ridge.

7/16

Investigation of a 2 vehicle injury accident MO 92 Hwy at Prospect.

Investigation of a 2 vehicle property damage accident MO 92 Hwy at I-35.

Business alarm investigation in the 100 block of East Washington.

Investigation of an animal complaint in the 800 block of Porter Ridge.

Business alarm investigation in the 400 block of Sam Barr.

Business alarm investigation in the 100 block of West MO 92 Hwy.

Check the welfare investigation in the 1300 block of Laurel.

Investigation of a business alarm in the 100 block of Petty Road.

7/17

Stealing investigation in the 1800 block of Patricia.

Investigation of a stolen auto in the 1100 block of Regency- recovered and returned to owner.

Assisted Kearney Fire and Rescue on a EMS call in the 200 block of Meadowbrook Drive.

Peace disturbance investigation in the 600 block of Centerville Avenue.

Investigation of a juvenile complaint in the 400 block of East 16th Street Circle.

Investigation of a domestic peace disturbance in the 500 block of Porter Ridge.

Joshua D Luttrell-male-29-Kearney-arrested on a Excelsior Springs Warrant.

R-2

KEARNEY POLICE DEPARTMENT

WHERE INDIVIDUALS ARE CITED, CASES ARE PENDING IN EITHER CLAY COUNTY CIRCUIT COURT OR THE KEARNEY MUNICIPAL COURT. ALLEGATIONS ARE PROVIDED AT THE REQUEST OF THE KEARNEY COURIER FROM THE KEARNEY MO POLICE LOGS FOR THE WEEK OF: 07-18-16 to 07-24-16

7/18

Code violation in the 200 block of North Clark.

Investigation of the unlawful use of a credit card in the 500 block of Sam Barr.

Stealing investigation in the 200 block of North Grove.

Identity theft investigation 600 block of Susanne Court.

Recovered property in the 700 block of West MO 92 Hwy.

Investigation of a attempted suicide in the 300 block of Meadowbrook.

Property damage investigation in the 200 block of West Washington.

Investigation of a residential alarm in the 900 block of East 15th Street.

Motorist assistance MO 92 Hwy at I-35

Assisted Kearney Fire and Rescue on a EMS call in the 200 block of Meadowbrook Drive.

7/19

Investigation of a animal complaint in the 400 block of Southbrook Parkway.

Residential alarm investigation in the 600 block of North Grove.

Assisted Kearney Fire and Rescue on a EMS call in the 700 block of Woodson.

Stealing investigation in the 600 block of Briar Lane.

Assisted Kearney Fire and Rescue on a EMS call in the 200 block of Meadowbrook.

Investigation of a domestic peace disturbance in the 900 block of Regency.

7/20

Tampering with a witness investigation in the 100 block of Major.

Stealing investigation in the 1600 block of Sunset.

Fraud check stop payment investigation in the 500 block of Porter Ridge.

Stealing investigation in the 1700 block of Sunset.

Stealing investigation in the 100 block of Major.

Assisted Kearney Fire and Rescue on a EMS call in the 800 block of East 18th Street.

Check the welfare investigation in 2000 block of Joe Lane.

Investigation of an animal complaint in the 1800 block of Regency.

Andrew D Colhour-male-21-Kearney-arrested on a Clay County Sheriff's Department felony warrant for stealing.

Assisted Kearney Fire and Rescue on a EMS call in the 500 block of East 10th Street.

Assisted Kearney Fire and Rescue on a EMS call in the 200 block of Meadowbrook.

Citizen assistance in the 100 block of East 6th Street.

Investigation of a domestic peace disturbance in the 1400 block of Brett Circle.

Tampering investigation in the 100 block of West 4th.

Citizen assistance in the 400 block of Platte Clay Way.

Stealing investigation in the 200 block of Eastwood Lane.

7/21

Daniel J Wyant-male-31-Kearney-arrested on a Felony Clay County Sheriff's Department warrant for attempting to obtain drugs.

Assisted Kearney Fire and Rescue on a car fire Boude at Grove.

Investigation of an animal complaint in the 100 block of North Jefferson.

Check the welfare investigation in the 1400 block of Susan Street.

Motorist assistance in the 500 block of West MO 92 Hwy.

Assisted Kearney Fire and Rescue on a fire alarm in the 1200 block of Jefferson.

Citizen assistance in the 100 block of West 4th.

Property damage investigation in the 200 block of East 21st Terrace.

Miscellaneous investigation Watson Drive at Paddock Drive.

7/22

Stealing investigation in the 1800 block of Paddock Drive.

Investigation of a 1 vehicle property damage investigation in the 800 block of North Country.

16 year old Kearney female cited for speeding.

Melanie I Coelho-female-46-Woodland TX-cited for making a left turn where prohibited.

7/23

Investigation of a 2 vehicle property damage investigation MO 92 Hwy at Regency.

Citizen assistance in the 700 block of West MO 92 Hwy.

Motorist assistance MO 92 Hwy at I-35.

Investigation of an animal complaint in the 100 block of South Jefferson.

Recovered property in the 300 block of West 6th.

Citizen assistance in the 400 block of West 18th Circle.

Motorist assistance Southbound I-35 at MO 92 Hwy.

7/24

Property damage investigation in the 500 block of Porter Ridge.

Assisted Kearney Fire and Rescue on a EMS call in the 400 block of East 20th Terrace.

Business alarm investigation in the 300 block of South Jefferson.

Investigation of a business alarm in the 900 block of Innovation Drive.

Citizen assistance in the 100 block of East Lawrence.

Citizen assistance in the 700 block of West MO 92 Hwy.

Parking complaint in the 300 block of Southbrook Parkway.

Date Issued	Owner L	Proj Address	Lot No	Pmt No	Bldg Type	Subdvn
6/2/2016	SHARON MCKEDWN	116 WEST 8TH		806-16	O	
6/6/2016	FORD	801 SOUTHBROOK PARKWAY		805-16	O	
6/7/2016	CARLINO	616 YOUNGER STREET		879-16	O	
6/7/2016	LOVING CARE ANIMAL HEALTH	907 WEST 92 HIGHWAY		712-16	B	
6/8/2016	K & R WAREHOUSE	990 PREMIER DRIVE		631-16	C	INNOVATIO
6/8/2016	K & M MONEY EXPRESS	203 NORTH JEFFERSON		709-16	B	
6/9/2016	LYNNE SCOTT CONSTRUCTION	729 EAST 13TH TERRACE	18	048-16	S	CLEAR CRE
6/14/2016	ROBERTSON CONSTRUCTION	1402 MELISSA COURT	299	049-16	S	BROOKE HA
6/14/2016	ROBERTSON CONSTRUCTION	1406 MELISSA COURT	298	050-16	S	BROOKE HA
6/20/2016	STAR DEVELOPMENT	801 WATSON DRIVE SUITE E H		632-16	C	SHOPPES A
6/21/2016	T-KELLY HOMES	407 CRESTRIDGE DRIVE	53	051-16	S	VILLAGE OF
6/21/2016	LYNNE SCOTT HOMES	806 EAST 13TH TERRACE	9	052-16	S	CLEAR CRE
6/22/2016	SHELTER INSURANCE	100 WEST 92 HINGWAY		710-16	B	KCB
6/22/2016	CASEY'S GENERAL STORE	200 EAST HIGHWAY 92		EOO5-16	O	
6/23/2016	SCHOOL DISTRICT			633-16	O	HIGH SCHO
6/24/2016	JIMMYMAC CONSTRUCTION	700 WATSON DRIVE	3	634-16	C	SHOPPES A
6/24/2016	BALL	1305 BRETT CIRCLE		P002-16	O	JAMES TOW
6/27/2016		801 WATSON DRIVE SUITE E H		711-16	B	SHOPPES A
6/28/2016	FIRST CHOICE CUSTOM HOME	1703 ROCKWATER LANE	6	053-16	S	STONELAKE
6/29/2016	HILL	908 MAPLE STREET		553-16	O	
6/29/2016	DWELLINGS BY DESIGN	108 NORTH MARIMACK DRIVE	33	054-16	S	ESTATES O
6/29/2016	DWELLINGS BY DESIGN	720 EAST 13TH TERRACE	14	055-16	S	CLEAR CRE

R-3

R-3

Bld
Permit
Report

June

SINGLE FAMILY PERMIT COMPARISON												YR TO DATE	% DIFF		
	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.			
2015		4	2	3	6	10	10							35	
2016		7	6	13	9	12	8							55	
% DIFFERENC	75%	200%	333%	50%	20%	-20%									57%

CERTIFICATE OF OCCUPANCY COMPARISON												YR TO DATE	% DIFF		
	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	OCT.	NOV.	DEC.			
2015		0	1	6	10	7	6							30	
2016		5	5	9	4	8	9							40	
% DIFFERENCE		400%	50%	-60%	14%	50%									33%

Certificates of Occupancy

CO Issue Da	Proj Address	Lot No	Pmt N	Owner L	Bldg Type
6/3/2016	801 EAST 13TH TERRACE		19 006-1	LYNNE S S	
6/15/2016	727 EAST 13TH COURT		6 003-1	DWELLI S	
6/22/2016	807 EAST 13TH TERRACE		22 012-1	LYNNE S S	
6/7/2016	315 OLD TRAIL RUN		111 067-1	BRADBE S	
6/14/2016	805 NORTH COTTONWOOD		131 053-1	ROBERT S	
6/14/2016	992 INNOVATION DRIVE 14A		634-1	INTERST C	
6/15/2016	102 SOUTH MARIMACK DR		35 057-1	DWELLI S	
6/8/2016	1117 EAST 15TH STREET		261 061-1	ROBERT S	
6/15/2016	501 CRESTRIDGE DRIVE		54 046-1	T-KELLY S	
6/6/2016	817 HIGH BUSH PLACE		26 047-1	DWELLI S	