BOARD OF ALDERMEN MEETING
Kearney City Hall 100 East Washington
6:30 pm, Monday, November 16, 2026

Those desiring to observe the meeting from home may also select the YouTube live stream video found at:
https://www.youtube.com/channel/UCYdRhAShDOj2qL9GQMrswVA

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

2. PUBLIC HEARINGS – PERSONAL APPEARANCES – NEW EMPLOYEE INTRODUCTIONS

A. Public Hearing to receive Public comments on a proposed redevelopment project submitted by Connie Stoffle, for property located at 208 E. Washington Street.
B. Public Hearing to receive Public Comments on a proposed vacation of approximately 1.42 acres of right-of-way along the south side of 19th Street at Watson Drive.
C. Jason Hoyt, Kearney Enrichment Council Board President, Grant Request for 2026 Magical Night.

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3. OPEN PUBLIC COMMENTS

During the "Open Public Comments" section of our meeting agenda, we invite residents of Kearney to step forward and directly address their Board of Aldermen. Each resident is requested to clearly state their name and address for the record and will have three minutes to present their statement. This session is specifically designed for residents to express their views or concerns; it is not intended for dialogue, debate, or question-and-answer interactions with the Board. All statements made during this time will be formally recorded in the public record. We urge participants to keep their remarks respectful and focused on matters relevant to Kearney. Your contributions are a vital part of our continuous efforts to enrich and improve Kearney, and we thank you for adhering to these guidelines and helping us maintain the decorum of this process. The timer on the screen will advance from green to red. The timer will be green for the first two minutes, yellow for the last minute, and red when time is up.

4. CONSENT AGENDA

One motion, non-debatable, to approve the "recommendations" noted. Any member of the Board may ask for an item to be taken from the consent agenda for discussion and separate action.

A. Motion Approving the Minutes of the November 2, 2026, Board of Aldermen Meeting.

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B. Motion Acknowledging Receipt of the October 2026 Municipal Division Summary Report for Municipal Court.

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C. Motion Approving the Paid Warrant Report for October 2026.

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D. Motion Approving Resolution 79-2026
A Resolution Approving an Agreement for the October 2027 Carnival with Evans Midland Empire Shows, Inc.

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E. Motion Approving Resolution 80-2026
A Resolution Approving an Agreement with William Shull to Organize, Supervise, Purchase and Discharge Fireworks for the Magical Night Celebration.

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5. ORDINANCES

A. Motion Approving Bill No. 53-2026
Presented by Sarah Wagner, Economic Development Specialist
An Ordinance Approving a Redevelopment Project at 102 West Lawrence Street for Hite Development, LLC, Under the K-353 Redevelopment Corporation Redevelopment Plan and Approving an Abatement Agreement for the Project.

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B. Motion Approving Bill No. 55-2026
Presented by David Pavlich, Community Development Director
An Ordinance Approving the Clear Creek Townhomes Site Plan.

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C. Motion Approving Bill No. 56-2026
Presented by Brian Allen, Police Chief
An Ordinance Authorizing a Contract with the University of Central Missouri for a Reimbursable Federal Award for the Holiday Impaired Driving Campaign.

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D. Motion Approving Bill No. 57-2026
Presented by Brian Allen, Police Chief
An Ordinance Approving the Memorandum of Understanding Between Homeland Security Investigations and the Kearney Police Department for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund.

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E. Motion Approving Bill No. 58-2026
Presented by David Pavlich, Community Development Director
An Ordinance Approving the Shoppes at Kearney 1st Plat, Lot 3G Site Plan as Submitted by Les Schwab Tire Center.

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F. Motion Approving Bill No. 59-2026
Presented by Sarah Wagner, Economic Development Specialist
An Ordinance Approving a Redevelopment Project at 208 E. Washington Street for Connie Stoffle Under the K-353 Redevelopment Corporation Redevelopment Plan and Approving an Abatement Agreement for the Project.

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G. Motion Approving Bill No. 60-2026
Presented by Sheila Ernzen, City Administrator
An Ordinance Declaring the Results of the Election for Proposition P, a Half-Cent Public Safety Sales Tax, Held in the City of Kearney, Missouri on November 3, 2026.

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6. RESOLUTIONS

7. ITEMS FOR REVIEW AND PRESENTATION

A. 2nd Quarter Operation Results – Presented by Department Heads

B. Fee Waiver Request

8. MAYOR'S COMMUNICATIONS

9. CITY ADMINISTRATOR'S REPORT

A. The next regular Board Meeting will be Monday, December 7, 2026, at 6:30 pm.

10. ALDERMEN DISCUSSION

11. EXECUTIVE SESSION

Closed Session per RSMo 610.021: Pursuant to RSMo 610.021 (1) for legal actions or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys; RSMo 610.021 (2) leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor; RSMo 610.021 (12) to discuss matters pertaining to negotiated contracts; and RSMo 610.021 (13) for individually identifiable personnel records, performance ratings, or records pertaining to employees or applicants for employment. The meeting will adjourn from closed session.

1) Consider Motion to go into Executive Session
2) Roll Call Vote

Event:	Magical Night 2026								
Description:	Magical Night is held on Saturday, December 12th, 2026 3-8pm in Downtown Kearney & Lions Park area. The event will consist of a lighted parade, fireworks, downtown shopping and crafts, Pancakes with Santa (morning time), Holly Jolly Headquarters at The Old Firehouse, pictures with Santa and/or the Grinch and a Winter Wonderland in Lions Park.								
Program Fee:	Free to attend								
Service:	Family								
Who:	Kearney and surrounding area residents								
Amount:	5 hours								
Budget:									
				Notes:					
	Income:	N/A	Vendor Applications						
		$2,000	Other	Sponsors					
		$2,000	Total Income						
	Indirect Expenses:	$460	Admin Salary						
		$100	Website/Social Media						
		$700	Insurance						
		$80	Storage						
		$1,340	Total Indirect Expenses						
	Direct Expenses:	$5,200	Payroll						
		$170	Office Supplies						
		$5,540	Event Supplies						
		$1,000	Advertising/Marketing	Banners, yard signs, signs at event, etc					
		$1,200	Security						
		$7,275	Vendor Fees						
		$20,385	Total Direct Expenses						
City of Kearney Request:	$22,000								

# of Participants Budgeted For:		1500+							
# of Participants Required:		N/A							
KEC's Plan:		Marketing Strategy							
			Develop a consistent Magical Night brand and graphics across all platforms.						
			Launch the official event logo and promotional materials.						
			Create shareable graphics for sponsors, and community partners.						
		Digital Presence							
			Launch the Facebook Event page.						
			Update the KEC website with event information.						
			Create sponsorship landing pages.						
			Provide downloadable promotional graphics for partners.						
		Sponsor Promotion							
			Feature food trucks and local businesses.						
			Highlight sponsors through dedicated social media posts.						
			Encourage sponsors to share the event with their audiences.						
		Community Engagement							
		Social Media Campaign							
			Post consistently 3–5 times per week featuring:						
			Entertainment announcements						
			Food truck spotlights						
			Family activities						
			Contest announcements						
			Sponsor recognition						
			Behind-the-scenes planning						
			Countdown posts						
		Partner with:							
			Kearney School District						
			Local churches						

			Chamber of Commerce						
			Local businesses						
			Community organizations						
			Neighboring communities						
				Provide digital flyers that organizations can easily share.					
		Email Marketing							
		Utilize the KEC email database to send:							
			Entertainment announcements						
			Family activity updates						
			Parking information						
			Final event reminders						
			Print Marketing						
		Distribute:							
			Posters						
			Flyers						
				Placement:					
					Local businesses				
					Community centers				
					Libraries				
					Coffee shops				
					Schools				
					Recreation facilities				

Direct Expenses			Budget	Actual	Notes
Payroll			$5,200		See below
Office Supplies			$170		See below
Event Supplies			$5,540		See below
Advertising/Marketing			$1,000		See below
Security			$1,200		$60/hr each (Qty 4)
Vendor Fees					
	Entertainment				
		Santa	$525		Mark Porth-same as LY
		Grinch	$250		Jack Matney-same as LY
		Fireworks	$6,500		Bill Shull
		Total:	$20,385		
Payroll Breakdown					
	Debbie E. at $23/hr for 8 hours day of event ($184) plus 50 hrs prep time prior to event ($1150)				
	4 Leaders at $15/hr for 8 hours each day of event ($480)				
	Jennifer F. at $23/hr for 135 hours ($3,105):				
		Event help day of event 8 hours ($184)			
		Serve as the primary event contact			
		Manage vendor and volunteer check-in			
		Develop the event site layout			
		Schedule entertainment and activity times			
		Plan volunteer assignments and shift schedules			
		Confirm vendors, entertainers, and activity leaders.			
		Order event signage and decorations			
		Develop setup and teardown schedules			
		Conduct pre-event site walkthroughs			
		Partner with local businesses for event involvement			
		Oversee event setup			
		Coordinate volunteer assignments throughout the event			
		Keep entertainment and activities on schedule			

		Assist vendors with operational needs				
		Troubleshoot operational issues				
		Coordinate teardown at the conclusion of the event				
		Supervise vendor checkout and departure				
		Ensure the event site is cleaned and restored				
		Inventory reusable event supplies				
		Document operational successes and challenges				
		Gather feedback from vendors and volunteers				
		Recommend improvements for future events				
Office Supplies						
	$16	Printer paper	Event flyers ($8/pack of paper)			
	$10	File Folders/binders	Organizing contracts/event documentation			
	$120	Copier/Printer lease	Amout of color copies usage overage			
	$20	Office software/subscriptions	ChatGPT ($25/mo), Google Voice ($153/mo), Constant Contact ($79/mo), etc.			
	$20-$35 each	Storage tote with lid (18–27 gallon)				
	$10-$20	Cardstock paper for signage				
Event Supplies						
	$400	Pancakes with Santa Supplies				
	$240	6' Plastic Table-(approx $60/table) Qty 4				
	$2,000	Event decorations to fit theme (ex. photo opportunity sites for Santa/Grinch)				
	$400	Sponsorship signage ($35 each)				
	$1,000	Holly Jolly Headquarters Supplies				
	$1,000	Winter Wonderland in Lions Park (inflatables)				
	$500	Hot Chocolate Bar				
Advertising/Marketing						
	$400	Event banners	FedEx 3'x5' Banner-$100 each			
	$480	Event banners	Signarama 4'x8' Banner-$160 each			
	$200	Facebook advertising	Sponsored posts range from $10-100			

Indirect Expenses			Budget	Actual	Notes
Admin Salary			$460		Jennifer F. at $23/hr for 20 hours
Website/Social Media			$100		See below
Insurance			$700		See below
Storage			$80		See below
		Total:	$1,340		
Admin Salary					
	Develop & manage the event budget				
	Coordinate planning meetings and maintain meeting notes				
	Coordinate with event specific city departments (parks, police, fire, etc)				
	Execute contract with vendors and entertainers				
	Recruit and coordinate volunteers				
	Manage sponsor communications and documentation				
	Develop marketing timeline & oversee advertising				
	Purchase supplies and coordinate deliveries				
	Create event schedules and contact lists				
	Track event expenses and on-site purchases				
	Coordinate event cleanup with city staff and volunteers				
	Process invoices				
	Reconcile the event budget				
	Collect attendance numbers				
	Conduct volunteer and sponsor follow-up				
	Prepare final event report and evaluation				
	Organize event files and records for future planning				
	Send thank you letters to sponsors, volunteers and partners				
Website/Social Media					
	Website update/management for event details	We currently pay $140/month for our site			
Insurance					
Storage					
	Sure Lock Storag	We pay $80/month for storage = $960/year			
		Halloween items are stored in unit year round			

MINUTES OF THE BOARD OF ALDERMEN
November 2, 2026, 6:30 pm, City Hall, 100 East Washington, Kearney, MO – Mayor Pogue presiding

Board members present in person: Gerri Spencer, Dan Holt, Ashton King, and David Lehman.

Staff members present in person: Brian Allen, Police Chief; Sheila Ernzen, City Administrator; Shelie Daniel, Public Works Director; Eric Marshall, Parks/Recreation Director; Sundi McKinney, Deputy City Clerk; David Pavlich, Community Development Director; and Sarah Wagner, Economic Development Specialist. Staff members present online: Ryan Marcotte, Parks/Recreation Assistant Director.

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

New Employee Introductions

Jacob Kimball, Police Officer
Luke Thompson, Street Maintenance

Personal Appearances

Ret. Capt. John Stewart received a Key to the City for 37 Years of Service at the Police Department.
Scoutmaster Charles Leach, Troop #360, requested permission for a camp out at Jess James Park.

Consent Agenda

The following items were submitted for approval by the Board of Aldermen:

A. Minutes of October 19, 2026, Board of Aldermen Meeting.
B. Acknowledging receipt of the 2027 Kearney Board of Aldermen Meeting Schedule.
C. Approving a motion to permit Troop #360 to camp overnight at Jesse James Park in an area designated by the Park Department, December 4-6, 2026, for up to 10 scouts and 4 adults.

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

Mayor's Communication

None this evening.

City Administrator's Report

Flock Demonstration and Conversations: Tuesday, November 10, 2026, at 6 pm.

Aldermen Discussion

Alderman Spencer – The Halloween celebrations in town were fabulous.

Alderman King – none this evening

Alderman Lehman – none this evening

Alderman Holt – Please remember the election tomorrow.

Executive Session At 6:41 pm Alderman Lehman moved to enter Executive Session to discuss matters pertaining to RSMo 610.021: Pursuant to RSMo 610.021 (12) to discuss matters pertaining to negotiated contracts; and (19) (a) security measures. Alderman Holt seconded. The motion passed by the following roll call vote: For the motion: Holt, Spencer, Lehman, and King.

Approved: _____ Attest: _____

Mayor Randy Pogue Sheila Ernzen, City Clerk

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Kearney Municipal	Reporting Period: Oct 1, 2026 - Oct 31, 2026	
Mailing Address: 100 E WASHINGTON, PO BOX 797, KEARNEY, MO 64060			
Physical Address: 100 E WASHINGTON, PO BOX 797, KEARNEY, MO 64060		County: Clay County	Circuit: 07
Telephone Number: (816)6285535		Fax Number:	
Prepared by: Shannon Smith		E-mail Address:	
Municipal Judge:			

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	29	1,065	328
B. Cases (citations/informations) filed	0	78	12
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	2
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	72	12
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	20	0
6. dismissed by court	0	4	1
7. *nolle prosequi*	0	11	4
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	1	107	19
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	28	1,036	321
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	45
2. # Served/withdrawn during reporting period	28
3. # Outstanding at end of reporting period	786

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Kearney Municipal	Reporting Period: Oct 1, 2026 - Oct 31, 2026

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$8,379.00
Clerk Fee - Excess Revenue	$907.20
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$30.51
Bond forfeitures (paid to city) - Excess Revenue	$225.00
Total Excess Revenue	$9,541.71

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$1,096.94
Clerk Fee - Other	$143.82
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$95.57
Peace Officer Standards and Training (POST) Commission surcharge	$95.54
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$681.25
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$4.84
Law Enforcement Training (LET) Fund surcharge	$192.00
Domestic Violence Shelter surcharge	$384.00
Inmate Prisoner Detainee Security Fund surcharge	$192.00
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$1,150.00
Total Other Revenue	$4,035.96

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Court Automation	$668.83
Law Enf Arrest-Local	$139.04
Total Other Disbursements	$807.87
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$14,385.54
Bond Refunds	$275.00
Total Disbursements	$14,660.54

CIRCUIT COURT DISBURSEMENT LISTING
SUMMARY REPORT
FROM 30-Oct-2026 TO 30-Oct-2026

Kearney Municipal Checking
Account Number : 45691

PAYMENT DESCRIPTION	CODE	AMOUNT	COUNT
Total Checks Issued			
Law Enf Arrest-Local	5020	139.04	(2)
Clerk Fee-Municipal	6002	143.82	(1)
Judicial Education Fund	6003	95.57	(1)
Court Automation	6008	668.83	(1)
CVC Surcharge State	6016	681.25	(1)
CVC Surcharge Muni	6018	4.84	(1)
LET-Muni	6022	192.00	(1)
POST-State	6024	95.54	(1)
Dom Viol - Muni	6032	384.00	(1)
Fine-Muni Ordin Other	6040	1,096.94	(1)
Inmate Pris Detainee Security	6056	192.00	(1)
Clerk Fee-E/R	6102	907.20	(1)
CVC Surcharge-E/R	6118	30.51	(1)
Fines-E/R	6141	8,379.00	(1)
Bond Forfeit-E/R	9201	225.00	(1)
Bond Forfeit-Muni Ordin	9203	1,150.00	(1)
Bonds Refunded	9204	275.00	(2)
Net Cash Out		**14,660.54**	**(19)**

MISSOURI JUDICIARY
KEARNEY MUNICIPAL
TRIAL BALANCE REPORT
FROM 01-Oct-2026 THRU 30-Oct-2026

Account Number	Account Name	Beginning Debit Balance	Beginning Credit Balance	Debits During Date Range	Credits During Date Range	Ending Debit Balance	Ending Credit Balance
1000	Cash	19,157.38		2,420.00	725.00	20,852.38	
2000	Accounts Payable		80.00		275.00		355.00
2100	Open Items			3,494.00	1,350.00	2,144.00	
2500	Payment Clearing			5,509.00	5,509.00		
5002	Clerk Fee-Municipal				9.42		9.42
5003	Judicial Education Fund			1.00	27.36		26.36
5008	Court Automation			7.00	191.30		184.30
5016	CVC Surcharge State			7.13	194.85		187.72
5018	CVC Surcharge Muni				.32		.32
5022	LET-Muni			2.00	56.00		54.00
5024	POST-State			1.00	27.32		26.32
5032	Dom Viol - Muni			4.00	112.00		108.00
5040	Fine-Muni Ordin Other				100.44		100.44
5056	Inmate Security Fund			2.00	56.00		54.00
5066	Cashier Session Over/Short	20.00				20.00	
5102	Clerk Fee-E/R			11.00	291.20		280.20
5118	CVC Surcharge-E/R			.37	9.79		9.42
5141	Fines-E/R			189.50	3,434.00		3,244.50
8200	Bond-Posted		19,097.38	2,726.00	630.00		17,001.38
8201	Bond Forfeit-E/R				225.00		225.00
8203	Bond-Forfeited-Muni Ordin				1,150.00		1,150.00
8204	Bond Refund			275.00	275.00		
	Totals:	19,177.38	19,177.38	14,649.00	14,649.00	23,016.38	23,016.38

Report Exceptions:
The following general ledger accounts have balances that may require further investigation:

2100	Open Items	2,144.00	ending debit balance
5066	Cashier Session Over/Short	20.00	ending debit balance

Information Displayed Per User Security Authorization
Confidential - For Court Use Only

MISSOURI JUDICIARY
KEARNEY MUNICIPAL
OPEN ITEMS SUMMARY REPORT
AS OF DATE: 31-Oct-2026

BANK NAME: Kearney Municipal Checking

BANK ACCOUNT NUMBER: 45691

ACCOUNT	SUB TOTAL	BALANCE
BONDS IN OPEN ITEMS	17,976.38	17,976.38
DEBIT ACCOUNTS WITH BALANCE	0.00	0.00
GARNISHMENT ACCOUNTS	0.00	0.00
OPEN ITEMS/SUSPENSE ACCOUNTS	700.00	700.00
UNSATISFIED RECOVERABLES	0.00	0.00
TOTAL		**18,676.38**

NOTE
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

***Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.**

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Paid Warrant Report October 1, 2026 to October 31, 2026

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
AETNA HEALTH	Pooled Cash	Health Ins Payable	$52,316.26	101626	10162601	October Premiums
GUARDIAN	Pooled Cash	Life Ins Payable	$1,836.46	101626	10162604	October Premiums
DELTA DENTAL OF MO	Pooled Cash	Dental Insurance Payable	$3,684.41	102926	10292601	November Dental Premium
GUARDIAN	Pooled Cash	LT Disability Payable	$685.68	101626	10162604	October Premiums
DELTA DENTAL OF MO	Pooled Cash	Vision Insurance Payable	$512.50	102926	10292602	November Vision Premiums
GUARDIAN	Pooled Cash	Short Term Disability Payable	$332.81	101626	10162604	October Premiums
GUARDIAN	Pooled Cash	Accident/Critical Ins Payable	$845.19	101626	10162604	October Premiums
LIBERTY HOSPITAL URG	City Hall Expenses	New Hire Physicals	$66.00	102626	35928	Pre Screen Employment
AMEREN UE	City Hall Expenses	Electricity	$991.91	103026	10302603	Sept Usage
SPIRE MISSOURI, INC.	City Hall Expenses	Natural Gas	$74.06	102326	10232613	Sept Usage
CONSOLIDATED COMM	City Hall Expenses	Telephone	$298.23	101626	10162612	Phone/Internet
CONSOLIDATED COMM	City Hall Expenses	Telephone	$288.39	103026	10302601	Phone/Internet
MITEL	City Hall Expenses	Telephone	$520.14	100526	35832	Desk Phone lines
MITEL	City Hall Expenses	Telephone	$520.14	101926	35889	Desk Phones
UNITED FIBER	City Hall Expenses	Telephone	$144.95	101626	10162608	United Fiber
NUESYNERGY	City Hall Expenses	Payroll Service	$55.25	102626	35931	FSA Admin Fee
SUNDI MCKINNEY	City Hall Expenses	Legal Notices/Publishing	$18.39	101226	10030	MML conf/Bond filing
HOOD & ASSOCIATES	City Hall Expenses	Accounting Service	$22,500.00	102026	35914	financial audit
CINTAS CORP	City Hall Expenses	Building Maintenance	$240.31	101926	35865	Rugs
LEGENDARY LAWN CARE	City Hall Expenses	Building Maintenance	$100.00	101226	10027	Mowing 9/22
LEGENDARY LAWN CARE	City Hall Expenses	Building Maintenance	$100.00	101226	10027	Mowing 10/3
SANSON ELECTRIC	City Hall Expenses	Building Maintenance	$246.00	100526	35836	flag pole light repairs
PENCE PLUMBING	City Hall Expenses	Building Maintenance	$265.00	100526	35834	AC repair
WATERS HARDWARE	City Hall Expenses	Building Maintenance	$24.99	101226	35858	Batteries
WATERS HARDWARE	City Hall Expenses	Building Maintenance	$8.99	101226	35858	Lubricant
SUMNER ONE LEASING	City Hall Expenses	Equipment Maintenance	$401.55	102626	35935	Kyocera Printer Lease
DIAMOND COMPUTERS	City Hall Expenses	Software Maintenance	$189.92	102026	35912	Duo MFA
SHI INTERNATIONAL	City Hall Expenses	Software Maintenance	$802.86	102626	35933	VEEAM Data Lic 1Yr
ANNUNCIATION CHURCH	City Hall Expenses	Training/Meetings	$75.00	101226	35843	ACC meeting space
COSENTINO'S PRICE	City Hall Expenses	Training/Meetings	$99.62	102626	35920	Wtr Cases
SUNDI MCKINNEY	City Hall Expenses	Training/Meetings	$336.31	101226	10030	MML conf/Bond filing
JEREMIAH GWARTNEY	City Hall Expenses	Training/Meetings	$338.08	102626	35924	MML Conf Mil/Meals Reimbrs
SARAH WAGNER	City Hall Expenses	Training/Meetings	$423.72	101226	10029	MML conf
SPENCER, GERRI	City Hall Expenses	Training/Meetings	$842.02	100526	35837	Mil Reimbrs MML conference
GOVERNMENT FINANCE	City Hall Expenses	Membership Dues	$75.00	101926	35874	MOGFOA- AP Membership
WILLIAMS & CAMPO	City Hall Expenses	Legal Services	$6,750.00	101226	10031	Sept legal fees
TRAVELERS	City Hall Expenses	Property/Liability Ins.	$214.50	100526	35838	Claim F5Y4904 Popson
STAPLES ADVANTAGE	City Hall Expenses	Office Supplies	$220.11	101926	35903	Copy Paper/Staples

Paid Warrant Report October 1, 2026 to October 31, 2026

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
STAPLES ADVANTAGE	City Hall Expenses	Office Supplies	$66.29	102626	35934	Folders/Dab Seal
SHANNON SMITH	Court & Legal Expenses	Training/Meetings	$375.96	101926	35900	Fall Conf
T-MOBILE	Community Dev Dir Exp	Cell Phones	$122.40	103026	10302615	Cell Phones/Hot Spots
LAMP RYNEARSON	Community Dev Dir Exp	Engineering Fees	$1,311.30	101226	35851	CD On Call 9/12
SUMNER ONE LEASING	Community Dev Dir Exp	Equipment Maintenance	$158.47	102626	35935	Kyocera Printer Lease
IBTS	Community Dev Dir Exp	Software Maintenance	$262.50	101926	35879	Govmotus Sept 2026
VALVOLINE	Community Dev Dir Exp	Vehicle Maintenance	$116.92	101926	35907	LOF- Bronco
CLAY COUNTY RECORDER	Community Dev Dir Exp	Recording Fees/Surveys	$70.00	100526	35823	K353 Recrd Fee Miller/K353
LONG VET CLINIC	Community Dev Dir Exp	Animal Housing	$353.86	101926	35885	Care Maint-JJ Red Healer
WEX BANK	Community Dev Dir Exp	Gas & Oil	$269.13	102326	10232612	Sept Fleet Fuel Usage
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$29.00	100526	35823	Lien Release 201 E Washington
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$29.00	100526	35823	Lien Release 201 E Washington
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$29.00	100526	35823	Lien Release 201 E Washington
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$30.00	100526	35823	Lien Release 201 E Washington
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$30.00	100526	35823	Lien Release 402 N Grove
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$30.00	100526	35823	Lien Release 201 E Washington
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$30.00	100526	35823	Lien Abatement 109 S Grove
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$30.00	100526	35823	Lien Abatement 201 E Washington
CLAY COUNTY RECORDER	Community Dev Dir Exp	Other Expenses	$32.00	101926	35866	Lien Rel Abt 109 S. Grove
CINDY BARTHOLOMEW	Community Dev Dir Exp	Other Expenses	$15.52	101926	10033	Reimbrs Lien Release 109 S. Grove
KEARNEY CHAMBER OF	Econonic Dev Exp	Chamber of Commerce Contract	$5,000.00	100526	35828	Services - Res 20-2022
AMEREN UE	Firehouse Center	Electricity	$526.94	103026	10302608	Sept Usage
SPIRE MISSOURI, INC.	Firehouse Center	Natural Gas/Propane	$72.07	102326	10232611	Sept Usage
AMEREN UE	Historic Museum Exp	Electricity	$70.07	103026	10302604	Sept Usage
AMEREN UE	Historic Museum Exp	Electricity	$172.32	103026	10302605	Sept Usage
SPIRE MISSOURI, INC.	Historic Museum Exp	Natural Gas/Propane	$66.11	102326	10232609	Sept Usage
SPIRE MISSOURI, INC.	Historic Museum Exp	Natural Gas/Propane	$66.11	102326	10232610	Sept Usage
CONSOLIDATED COMM	Historic Museum Exp	Telephone	$71.13	101626	10162612	Phone/Internet
CONSOLIDATED COMM	Historic Museum Exp	Telephone	$62.68	103026	10302601	Phone/Internet
LEGENDARY LAWN CARE	Historic Museum Exp	Building Maintenance	$15.00	101226	10027	Mowing 9/22
LEGENDARY LAWN CARE	Historic Museum Exp	Building Maintenance	$15.00	101226	10027	Mowing 10/3
LIBERTY HOSPITAL URG	Police Dept Exp	Physicals/Testing	$62.00	102626	35928	Pre Screen Employment
SPIRE MISSOURI, INC.	Police Dept Exp	Natural Gas	$66.11	102326	10232602	Sept Usage
CONSOLIDATED COMM	Police Dept Exp	Telephone	$267.31	101626	10162612	Phone/Internet
CONSOLIDATED COMM	Police Dept Exp	Telephone	$267.51	103026	10302601	Phone/Internet
SPECTRUM	Police Dept Exp	Telephone	$255.34	103026	10302614	Phone/Internet
MITEL	Police Dept Exp	Telephone	$563.48	100526	35832	Desk Phone lines
MITEL	Police Dept Exp	Telephone	$563.48	101926	35889	Desk Phones

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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
UNITED FIBER	Police Dept Exp	Telephone	$30.00	101626	10162610	United Fiber
T-MOBILE	Police Dept Exp	Cell Phones	$371.48	103026	10302615	Cell Phones/Hot Spots
VERIZON BUSINESS	Police Dept Exp	Cell Phones	$720.18	100526	35841	E Tkt Hotspots
WHITE DOG	Police Dept Exp	Printing	$56.00	101926	35910	bus card 972
WHITE DOG	Police Dept Exp	Printing	$64.00	101926	35910	bus card 983
WHITE DOG	Police Dept Exp	Printing	$56.00	101926	35910	bus card 976
WHITE DOG	Police Dept Exp	Printing	$56.00	101926	35910	bus card 986
WHITE DOG	Police Dept Exp	Printing	$64.00	101926	35910	bus card 975
LEGENDARY LAWN CARE	Police Dept Exp	Building Maintenance	$40.00	100526	10022	Mowing 9/18
LEGENDARY LAWN CARE	Police Dept Exp	Building Maintenance	$40.00	101926	10036	Mowing 10/3
BACKFLOW CERTIFIED	Police Dept Exp	Building Maintenance	$130.00	100526	35821	Backflow Test
J SHAW HEATING	Police Dept Exp	Building Maintenance	$770.00	101926	35881	water leak
APPLIED CONCEPTS	Police Dept Exp	Equipment Maintenance	$165.00	101926	35862	radar remote 978
SUMNER ONE LEASING	Police Dept Exp	Equipment Maintenance	$158.47	102626	35935	Kyocera Printer Lease
MIDWEST PUBLIC RISK	Police Dept Exp	Software Maintenance	$8,192.60	100526	35831	Lexipol Share Cost 2026-2027
SHI INTERNATIONAL	Police Dept Exp	Software Maintenance	$802.86	102626	35933	VEEAM Data Lic 1Yr
RITE-WAY	Police Dept Exp	Vehicle Maintenance	$80.02	101926	35899	oil change 981
RITE-WAY	Police Dept Exp	Vehicle Maintenance	$65.02	101926	35899	oil change 982
RITE-WAY	Police Dept Exp	Vehicle Maintenance	$65.02	101926	35899	oil change 989
RITE-WAY	Police Dept Exp	Vehicle Maintenance	$441.65	101926	35899	brake/oil 990
INTERSTATE AUTO & TO	Police Dept Exp	Vehicle Maintenance	$455.46	101926	10034	battery 973
INTERSTATE AUTO & TO	Police Dept Exp	Vehicle Maintenance	$668.23	101926	10034	tow/starter 980
CLUB CAR WASH	Police Dept Exp	Vehicle Maintenance	$250.00	101926	35867	OCT CAR WASH SUB
CLUB CAR WASH	Police Dept Exp	Vehicle Maintenance	$250.00	101926	35867	MAY CAR WASH SUB
CLUB CAR WASH	Police Dept Exp	Vehicle Maintenance	$250.00	101926	35867	JUNE CAR WASH SUB
CLUB CAR WASH	Police Dept Exp	Vehicle Maintenance	$250.00	101926	35867	CAR WASH SUB
CLUB CAR WASH	Police Dept Exp	Vehicle Maintenance	$250.00	101926	35867	CAR WASH SUB
CLUB CAR WASH	Police Dept Exp	Vehicle Maintenance	$250.00	101926	35867	CAR WASH SUB
OIL CHANGERS	Police Dept Exp	Vehicle Maintenance	$60.98	101926	35892	oil change 978
OIL CHANGERS	Police Dept Exp	Vehicle Maintenance	$66.97	101926	35892	oil change 991
VALVOLINE	Police Dept Exp	Vehicle Maintenance	$147.42	100526	35840	LOF #980
VALVOLINE	Police Dept Exp	Vehicle Maintenance	$107.57	100526	35840	LOF #987
COSENTINO'S PRICE	Police Dept Exp	Training/Meetings	$15.67	101926	35869	firearms training
COSENTINO'S PRICE	Police Dept Exp	Training/Meetings	$10.98	101926	35869	firearms training
COSENTINO'S PRICE	Police Dept Exp	Training/Meetings	$20.53	102626	35920	Wtr Cases
WESTERFIELD, BLAKE	Police Dept Exp	Training/Meetings	$300.00	101926	35909	985 clandestine class
HAGER, DERICK	Police Dept Exp	Training/Meetings	$129.00	101926	35876	981 CJIS Con
REJIS COMMISSION	Police Dept Exp	REJIS Computer System	$270.01	101926	35897	October Sub

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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
KANSAS CITY MO	Police Dept Exp	MARRS 800 Radio Host Fees	$11,760.00	100526	35827	PD Radio Service Fee x49
PORTERS BLDG. CENTE	Police Dept Exp	Small Tools & Equipment	$197.00	100526	10024	Blower/Battery Charger
PORTERS BLDG. CENTE	Police Dept Exp	Small Tools & Equipment	-$197.00	100526	10024	Return Blower Inv. 15683
WATERS HARDWARE	Police Dept Exp	Small Tools & Equipment	$63.40	101226	35858	range build mat
WATERS HARDWARE	Police Dept Exp	Small Tools & Equipment	$19.68	101226	35858	range build mat
WATERS HARDWARE	Police Dept Exp	Small Tools & Equipment	$36.96	101226	35858	range build mat
SHRED-IT	Police Dept Exp	Office Supplies	$41.90	101926	35901	pd doc shred
ANTIOCH PRINTING	Police Dept Exp	Office Supplies	$175.00	101226	35844	education signage
WEX BANK	Police Dept Exp	Gas & Oil	$8,271.58	102326	10232612	Sept Fleet Fuel Usage
ALTERATIONS AND	Police Dept Exp	Uniforms	$69.00	101226	35842	Sgt alt #985
ALTERATIONS AND	Police Dept Exp	Uniforms	$82.00	101226	35842	Sgt Alt #975
ALTERATIONS AND	Police Dept Exp	Uniforms	$434.99	101226	35842	Cpt shirt #987
ALTERATIONS AND	Police Dept Exp	Uniforms	$270.00	101226	35842	shirt #975
ALTERATIONS AND	Police Dept Exp	Uniforms	$9.00	101226	35842	sleeve patch
ALTERATIONS AND	Police Dept Exp	Uniforms	$20.30	101926	35860	hat 989
GALLS/QUARTERMASTER	Police Dept Exp	Uniforms	$1,582.20	100526	35825	Badges
HAGER, DERICK	Police Dept Exp	Uniforms	$200.00	101926	35876	981 boot reim
T-MOBILE	Public Works	Cell Phones	$163.08	103026	10302615	Cell Phones/Hot Spots
LOREN SNYDER	Public Works	Training/Meetings	$180.19	100526	35829	Rm Reimbrs- MoDot Safety Conf
WEX BANK	Public Works	Gas & Oil	$436.71	102326	10232612	Sept Fleet Fuel Usage
SMITH, DONALD E	Public Works	Uniforms	$150.00	101926	35902	Safety Boots
LOREN SNYDER	Public Works	Uniforms	$150.00	102626	35929	Safety Boot Reimbrs
ALTERATIONS AND	General Fund Capital Outlay	New Equipment	$1,519.00	101926	35860	PD 2706 Ballistic Vest
APPLIED CONCEPTS	General Fund Capital Outlay	New Equipment	$3,289.00	101926	35862	PD2704 Car Radar
ACME UNTIED	General Fund Capital Outlay	New Equipment	$2,807.80	100526	35819	PD2705 Red Pro/Tourniquet
GILMORE & BELL	2018 COPS 92 Sidewlk	Debt Service--Fees	$218.75	102026	35913	Cont Discl FY2026
LEGENDARY LAWN CARE	Fairview Cemetery Expense	Cemetery Maintenance	$320.00	101226	10027	Mowing 9/22
LEGENDARY LAWN CARE	Fairview Cemetery Expense	Cemetery Maintenance	$320.00	101226	10027	Mowing 10/04
T-MOBILE	Park Administration	Cell Phones	$40.68	103026	10302615	Cell Phones/Hot Spots
UPS STORE	Park Administration	Printing	$35.94	101226	35857	Hall Park Rendering Board
KEARNEY ROTARY	Park Administration	Membership Dues	$170.00	101226	35850	Rotary 4th qtr dues
MO PARK & REC ASSOCI	Park Administration	Membership Dues	$400.00	101926	35890	MPRA dues
KANSAS CITY METRO RE	Park Administration	Membership Dues	$75.00	101926	35883	KCMPRDA Dues
AMEREN UE	Park Maintenance	Electricity	$29.37	103026	10302610	Sept Usage
DIVERSIFIED SECURITY	Park Maintenance	Electricity	$32.25	101226	35846	JJ Shed Alarm Monitoring
PUBLIC WATER DIST#3	Park Maintenance	Grounds Maintenance	$68.40	100526	35835	JJ Wtr
PUBLIC WATER DIST#3	Park Maintenance	Grounds Maintenance	$499.45	100526	35835	JJ Prk Irrigation
LEGENDARY LAWN CARE	Park Maintenance	Grounds Maintenance	$160.00	101226	10027	Mowing 10/04

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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
SANSON ELECTRIC	Park Maintenance	Grounds Maintenance	$551.00	101226	35853	Pedestal Repair JJ PRk
OUTDOOR RESTROOMS	Park Maintenance	Grounds Maintenance	$560.00	101926	35893	JJPark toilets
OUTDOOR RESTROOMS	Park Maintenance	Grounds Maintenance	$80.00	101926	35893	Fish River Toilet
WATERS HARDWARE	Park Maintenance	Grounds Maintenance	$54.91	110226	35972	Antifreeze epox
IDL COMPANY	Park Maintenance	Grounds Maintenance	$325.00	102626	35923	drain lions sprinklers
O'REILLY AUTOMOTIVE	Park Maintenance	Equipment Maintenance	$112.19	101226	35852	Equip Oil/Grease
WATERS HARDWARE	Park Maintenance	Equipment Maintenance	$11.97	101226	35858	Grasshopper Parts
WEX BANK	Park Maintenance	Gas & Oil	$1,889.19	102326	10232612	Sept Fleet Fuel Usage
T7 CUSTOM SPORTS	Park Maintenance	Day In the Park	$1,710.00	101226	35855	Kids Fest
ADT - EVERON	Park Amphitheater	Electricity	$145.84	102326	10232601	Amp Alarm Monitoring
CONSOLIDATED COMM	Park Amphitheater	Amphitheater Event Exp	$83.21	101626	10162612	Phone/Internet
CONSOLIDATED COMM	Park Amphitheater	Amphitheater Event Exp	-$85.95	103026	10302601	Phone/Internet
BMI	Park Amphitheater	Amphitheater Event Exp	$459.00	100526	35822	2026-2027 Music Lic
UNITED FIBER	Park Amphitheater	Amphitheater Event Exp	$49.95	101626	10162606	United Fiber
BSN SPORTS LLC	Recreation	Soccer	$3,266.00	102626	35917	Youth Soccer Jerseys Fall 2026
BSN SPORTS LLC	Recreation	Soccer	$25.00	102626	35917	Youth Soccer - Extra Jersey Fall 26
OUTDOOR RESTROOMS	Recreation	Soccer	$160.00	101926	35893	MP soccer toilet
CENTER CIRCLE	Recreation	Soccer	$325.00	101926	35864	Soccer Refs
CENTER CIRCLE	Recreation	Soccer	$385.00	101926	35864	Soccer Refs
CENTER CIRCLE	Recreation	Soccer	$525.00	102626	35918	Soccer referees 10-17
BSN SPORTS LLC	Recreation	Baseball/Softball/T-ball	$906.75	102626	35917	T-Ball Jerseys Fall 2026
PORTERS BLDG. CENTE	Recreation	Baseball/Softball/T-ball	$1,119.44	100526	10024	Mrking Chalk
WATERS HARDWARE	Recreation	Baseball/Softball/T-ball	$19.92	101226	35858	Field Prk Keys
ASHLEY CRAWLEY	Recreation	Volleyball	$113.39	100526	35820	Suprv Hrs-Rec Sports
ASHLEY CRAWLEY	Recreation	Volleyball	$93.50	102626	35915	Site Supervisor Youth Sports
JOSEPH LANDEWEE	Recreation	Pickleball	$162.00	101926	35882	Youth Pickleball League 162
BSN SPORTS LLC	Recreation	Football	$1,886.78	102626	35917	Flag Football Jerseys Fall 2026
METRO UMPIRES	Recreation	Football	$75.00	100526	35830	Umpire Schedule Fee-Rain out
METRO UMPIRES	Recreation	Football	$510.00	101926	35886	Flag Football Officials
METRO UMPIRES	Recreation	Football	$465.00	102626	35930	Flag Football Referees 10/17/26
ASHLEY CRAWLEY	Recreation	Football	$140.25	102626	35915	Site Supervisor Youth Sports
STITCH OF TIME	Recreation	Football	$66.90	101926	35904	Shirt / Hoodie for Site Supervisor
LIBERTY HOSPITAL URG	Transportation Expense	New Hire Physicals	$128.00	102626	35928	Pre Screen Employment
AMEREN UE	Transportation Expense	Electricity	$108.28	103026	10302606	Sept Usage
SPIRE MISSOURI, INC.	Transportation Expense	Natural Gas/Propane	$66.11	102326	10232604	Sept Usage
SPIRE MISSOURI, INC.	Transportation Expense	Natural Gas/Propane	$66.11	102326	10232605	Sept Usage
SPIRE MISSOURI, INC.	Transportation Expense	Natural Gas/Propane	$66.11	102326	10232608	Sept Usage
CONSOLIDATED COMM	Transportation Expense	Telephone	$67.70	101626	10162612	Phone/Internet

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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
CONSOLIDATED COMM	Transportation Expense	Telephone	$67.70	103026	10302601	Phone/Internet
PLATTE CLAY ELECTRIC	Transportation Expense	Electricity - Street Lights	$10,861.00	101926	35895	Yrd St Lights
AMEREN UE	Transportation Expense	Electricity - Street Lights	$1,168.36	101626	10162605	Sept Usage
AMEREN UE	Transportation Expense	Electricity - Street Lights	$39.18	103026	10302612	Sept Usage
T-MOBILE	Transportation Expense	Cell Phones	$213.36	103026	10302615	Cell Phones/Hot Spots
IRONMIKE'S WELDING	Transportation Expense	Equipment Maintenance	$1,000.00	101226	35849	Tilt Trailer Hinge Repair
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	$91.67	101226	35852	JD997 Hydr Hose/Crimp
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	$168.61	101226	35852	Bobcat Battery
PORTERS BLDG. CENTE	Transportation Expense	Equipment Maintenance	$23.49	100526	10024	Stihl Pull Strt/Spark Plug
WATERS HARDWARE	Transportation Expense	Equipment Maintenance	$12.99	101226	35858	Screws
HUNTS CAR CARE CNTR	Transportation Expense	Equipment Maintenance	$145.85	100526	35826	Trailer Tire
O'REILLY AUTOMOTIVE	Transportation Expense	Vehicle Maintenance	$56.10	101226	35852	Trk 3 Fuel Filters
T & M	Transportation Expense	Vehicle Maintenance	$370.00	102626	35936	Fuse Repr -Trk
LEGENDARY LAWN CARE	Transportation Expense	Right of Way Maintenance	$1,175.00	101226	10027	ROW Mowing 9/22
LEGENDARY LAWN CARE	Transportation Expense	Right of Way Maintenance	$1,175.00	101226	10027	Mowing 10/04
COSENTINO'S PRICE	Transportation Expense	Training/Meetings	$49.81	102626	35920	Wtr Cases
J & A TRAFFIC PRODUC	Transportation Expense	Traffic Signs	$441.50	101926	10035	Telespar Post/Anchor
ZIGLIN SIGNS	Transportation Expense	Traffic Signs	$1,162.62	101226	35859	Wayfinding Sign Replcmnt
THE WORK ZONE INC	Transportation Expense	Traffic Signs	$368.18	101226	35856	Glenside E21st Yield Signs
PORTERS BLDG. CENTE	Transportation Expense	Work Supplies	$41.99	100526	10024	Plastic
USA BLUE BOOK	Transportation Expense	Work Supplies	$71.04	101926	35906	Pink Marking Paint
WATERS HARDWARE	Transportation Expense	Work Supplies	$43.98	101226	35858	Wrk Gloves
WATERS HARDWARE	Transportation Expense	Work Supplies	$4.98	101226	35858	Gate Keys
WATERS HARDWARE	Transportation Expense	Work Supplies	$4.98	101226	35858	Keys
PORTERS BLDG. CENTE	Transportation Expense	Small Tools & Equipment	$57.98	100526	10024	Tank Sprayer/Utlty Knife
WEX BANK	Transportation Expense	Gas & Oil	$1,628.76	102326	10232612	Sept Fleet Fuel Usage
KLYNT GEIGER	Transportation Expense	Uniforms	$150.00	102626	35927	Safety Boot Reimbrs
HEARTLAND TRAFFIC	Transportation Expense	Street Striping	$800.00	101226	10026	ST2703 St Striping/Presrv Res#44-2026
IDEKER	Transportation Expense	Rock	$701.99	101226	35848	25.78T Crusher Run
WATERS HARDWARE	Transportation Expense	Culvert/ Drainage	$16.99	101226	35858	Foam Sealant
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$728.05	101226	35847	SdWlk 409 Shadowbrook
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$480.55	101226	35847	Sdwlk 1402 Regency
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$529.40	101926	35873	SdWlk 801 Porter Ridge
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$572.40	101926	35873	SdWlk 1305 Regency Dr
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$572.40	101926	35873	SdWlk 1307 Regency
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$626.45	101926	35873	SdWlk 101 S Platte Clay
GEIGER READY-MIX	Transportation Expense	Sidewalk Maintenance	$774.95	101926	35873	SdWlk 101 S Platte Clay
PORTERS BLDG. CENTE	Transportation Expense	Sidewalk Maintenance	$1,104.00	100526	10024	Sdwlk Rebar

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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
PORTERS BLDG. CENTE	Transportation Expense	Curb & Gutter Maintenance	$21.99	100526	10024	Vinyl Concrete Patch
HEARTLAND TRAFFIC	Transportation Expense	Improvements	$58,175.00	101226	10026	ST2703 St Striping/Presrv Res#44-2026
OLSSON	Water Cap. Imp. Expenses	Engineering & Design	$10,314.94	101226	10028	WS CID Looped Wtr Ln #B24-03196
HDR ENGINEERING	Sewer Cap. Imp. Expenses	Engineering	$3,456.28	101926	35877	Engin Fees WW Fac Pln TA#2025-2
CLAY COUNTY RECORDER	19th & 33 Intersection Improv.	ROW Acquisition	$196.00	100526	35823	19th & 33 Int Imprvmnt
CLAY COUNTY RECORDER	19th & 33 Intersection Improv.	ROW Acquisition	$50.00	101926	35866	19th & 33 Int Imprv ROW
CLAY COUNTY RECORDER	19th & 33 Intersection Improv.	ROW Acquisition	$70.00	102626	35919	19th & 33 Imprv ROW
MICHAEL SHELTON	19th & 33 Intersection Improv.	ROW Acquisition	$7,355.00	101926	35887	19th St Prjct ROW Land Acq Imprv
HDR ENGINEERING	Integrated Management Plan	Public Facility Costs	$5,687.50	102626	35922	Integrated Mngmnt Pln
MISSOURI SALES TAX	Water Fund	State Sales Taxes Payable	$10,781.13	102926	10292603	Sales Tax
AMEREN UE	Water Expense	Electricity	$1,421.05	103026	10302607	Sept Usage
AMEREN UE	Water Expense	Electricity	$1,499.92	103026	10302609	Sept Usage
AMEREN UE	Water Expense	Electricity	$845.39	103026	10302611	Sept Usage
AMEREN UE	Water Expense	Electricity	$290.13	103026	10302613	Sept Usage
SPIRE MISSOURI, INC.	Water Expense	Natural Gas/Propane	$66.11	102326	10232603	Sept Usage
SPIRE MISSOURI, INC.	Water Expense	Natural Gas/Propane	$66.11	102326	10232606	Sept Usage
SPIRE MISSOURI, INC.	Water Expense	Natural Gas/Propane	$66.11	102326	10232607	Sept Usage
CONSOLIDATED COMM	Water Expense	Telephone	$308.83	101626	10162611	Phone/Internet
CONSOLIDATED COMM	Water Expense	Telephone	$53.31	101626	10162612	Phone/Internet
CONSOLIDATED COMM	Water Expense	Telephone	$53.51	103026	10302601	Phone/Internet
CONSOLIDATED COMM	Water Expense	Telephone	$299.27	103026	10302602	Phone/Internet
BRIGHTSPEED	Water Expense	Telephone	$209.42	101626	10162615	Phone/Internet
BRIGHTSPEED	Water Expense	Telephone	$292.46	101626	10162616	Phone/Internet
UNITED FIBER	Water Expense	Telephone	$79.92	101626	10162607	United Fiber
UNITED FIBER	Water Expense	Telephone	$59.97	101626	10162609	United Fiber
T-MOBILE	Water Expense	Cell Phones	$428.10	103026	10302615	Cell Phones/Hot Spots
KEARNEY WINSUPPLY	Water Expense	Plant Maintenance	$205.75	101926	35884	Plnt Frost Free Hydrant
BACKFLOW CERTIFIED	Water Expense	Plant Maintenance	$260.00	100526	35821	Backflow Test
MISSOURI ONE CALL	Water Expense	Distribution Maintenance	$351.00	101926	35888	260 Locates
PORTERS BLDG. CENTE	Water Expense	Distribution Maintenance	$27.97	100526	10024	Fittings
PORTERS BLDG. CENTE	Water Expense	Distribution Maintenance	$349.75	100526	10024	T-Post
CORE&MAIN HD SUPPLY	Water Expense	Software Maintenance	$10,851.95	101226	35845	MS RNI Sftwr
O'REILLY AUTOMOTIVE	Water Expense	Vehicle Maintenance	$153.54	101226	35852	F250 Trk Battery
HUNTS CAR CARE CNTR	Water Expense	Vehicle Maintenance	$934.11	101926	35878	F350 Trk Tires
MOLLIE MCAULEY	Water Expense	Training/Meetings	$52.22	100526	10023	APWA Mil Reimbrs
CUSI	Water Expense	Service Fees	$122.55	101926	35871	ACH Trans Fees
VANCO SERVICES	Water Expense	Service Fees	$59.73	101626	10162602	Transaction Fee
BLUEFIN	Water Expense	Service Fees	$2,616.43	101626	10162603	Sept CC Trans Fee

Paid Warrant Report October 1, 2026 to October 31, 2026

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
KANSAS CITY WATER SE	Water Expense	Water Supply	$58,614.04	102626	35925	14 Mil Gal Wtr -Sept
CORE&MAIN HD SUPPLY	Water Expense	Work Supplies	$229.54	101926	35868	Safety Equip
COSENTINO'S PRICE	Water Expense	Work Supplies	$49.81	102626	35920	Wtr Cases
PORTERS BLDG. CENTE	Water Expense	Small Tools & Equipment	$36.97	100526	10024	Drill Bit/Putty Knife/Loc
PORTERS BLDG. CENTE	Water Expense	Small Tools & Equipment	$26.98	100526	10024	Strip/Splices
PORTERS BLDG. CENTE	Water Expense	Small Tools & Equipment	$68.91	100526	10024	Blade/Caps/Oring/Batteries
PORTERS BLDG. CENTE	Water Expense	Small Tools & Equipment	$22.96	100526	10024	Shims/Dr stop/Hook
USA BLUE BOOK	Water Expense	Small Tools & Equipment	$312.64	101926	35906	PH buffer/Reagent/Sol/Hose Adpt
WATERS HARDWARE	Water Expense	Small Tools & Equipment	$8.28	101226	35858	16G Mur Acid/Hanger/Paint Brush
NORTHERN TOOL	Water Expense	Small Tools & Equipment	$129.99	101926	35891	Trash Pump Kit
COSENTINO'S PRICE	Water Expense	Office Supplies	$7.99	102626	35920	Pens/10Gal Wtr
WEX BANK	Water Expense	Gas & Oil	$722.59	102326	10232612	Sept Fleet Fuel Usage
COSENTINO'S PRICE	Water Expense	Test Chemicals & Expenses	$16.90	102626	35920	Pens/10Gal Wtr
USA BLUE BOOK	Water Expense	Test Chemicals & Expenses	$1,615.95	101926	35906	Acc/Reagents/Pwdr Pillows
USA BLUE BOOK	Water Expense	Test Chemicals & Expenses	$576.06	101926	35906	PH buffer/Reagent/Sol/Hose Adpt
BRENNTAG MID-SOUTH	Water Expense	Treatment Chemicals	$6,193.10	102626	35916	14 Chlor CYL/84 Bag Alum Sulf
WATERS HARDWARE	Water Expense	Treatment Chemicals	$223.84	101226	35858	16G Mur Acid/Hanger/Paint Brush
BAKER SERVICES	Water Expense	Treatment Chemicals	$723.60	101926	35863	2412 lbs Amm Sulfate
CORE&MAIN HD SUPPLY	Water Expense	Meter Set Parts	$97.60	101926	35868	Mtr Rubbers
CORE&MAIN HD SUPPLY	Water Expense	Meter Set Parts	$532.10	101926	35868	Mtrs
KEARNEY WINSUPPLY	Water Expense	Meter Set Parts	$1,861.60	102626	35926	Mtr Pits/Rings/Cooper/Saddles
PUBLIC WATER DIST#6	Water Expense	PWSD#6 Fee Payment	$998.24	102626	35932	590 S Briar Ln
PUBLIC WATER DIST#6	Water Expense	PWSD#6 Fee Payment	$998.24	102626	35932	594 S Briar Ln
PUBLIC WATER DIST#6	Water Expense	PWSD#6 Fee Payment	$998.24	102626	35932	587 S Briar Ln
PUBLIC WATER DIST#6	Water Expense	PWSD#6 Fee Payment	$998.24	102626	35932	581 S Briar Ln
PUBLIC WATER DIST#6	Water Expense	PWSD#6 Fee Payment	$998.24	102626	35932	577 S Briar Ln
BRIGHTSPEED	Sewer Expense	Telephone	$137.02	102326	10232614	Phone/Internet
INTERCEPT	Sewer Expense	Telephone	$79.00	101926	35880	Fiber Internet
T-MOBILE	Sewer Expense	Cell Phones	$267.22	103026	10302615	Cell Phones/Hot Spots
ADT - EVERON	Sewer Expense	Alarm System Monitoring	$38.95	101626	10162613	Alarm Mont
ANTIOCH PRINTING	Sewer Expense	Printing	$199.81	101926	35861	Dr Hangers- Swr Cln
CULLUM & BROWN	Sewer Expense	Plant Maintenance	$2,400.51	101926	35870	UV Compressor Pump
O'REILLY AUTOMOTIVE	Sewer Expense	Plant Maintenance	$97.20	101226	35852	Belt
PORTERS BLDG. CENTE	Sewer Expense	Plant Maintenance	$89.91	100526	10024	Door Handle
PORTERS BLDG. CENTE	Sewer Expense	Plant Maintenance	$49.99	100526	10024	Dr Knb/Saw Blade
GRAINGER	Sewer Expense	Plant Maintenance	$24.60	101926	35875	Pressure Gauge
BACKFLOW CERTIFIED	Sewer Expense	Plant Maintenance	$130.00	100526	35821	Backflow Test
FASTENAL INDUSTRIAL	Sewer Expense	Collection System Maintenance	$36.00	100526	35824	Manhole Stainless MOGOV Contract

Paid Warrant Report October 1, 2026 to October 31, 2026

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
FERRELLGAS, INC.	Sewer Expense	Lift Station Maintenance	$65.00	101926	35872	Brookhaven Lft Stn Fee
RHODUS, GREG	Sewer Expense	Sludge Disposal	$9,800.00	101926	35898	280 T Sludge Hauling
CORE&MAIN HD SUPPLY	Sewer Expense	Software Maintenance	$10,851.95	101226	35845	MS RNI Sftwr
O'REILLY AUTOMOTIVE	Sewer Expense	Vehicle Maintenance	$19.98	101226	35852	Motor Oil
HUNTS CAR CARE CNTR	Sewer Expense	Vehicle Maintenance	$121.64	100526	35826	LOF & Tire Rotation
CUSI	Sewer Expense	Service Fees	$81.70	101926	35871	ACH Trans Fees
VANCO SERVICES	Sewer Expense	Service Fees	$39.82	101626	10162602	Transaction Fee
BLUEFIN	Sewer Expense	Service Fees	$1,744.28	101626	10162603	Sept CC Trans Fee
PORTERS BLDG. CENTE	Sewer Expense	Work Supplies	$39.97	100526	10024	Work Supplies Cloth/Hex
PORTERS BLDG. CENTE	Sewer Expense	Work Supplies	$24.99	100526	10024	Dr Knb/Saw Blade
COSENTINO'S PRICE	Sewer Expense	Work Supplies	$32.23	102626	35920	Wtr Cases
GRAINGER	Sewer Expense	Office Supplies	$83.31	102626	35921	Wall Fire Rack
WEX BANK	Sewer Expense	Gas & Oil	$185.27	102326	10232612	Sept Fleet Fuel Usage
PACE ANALYTICAL SERV	Sewer Expense	Test Chemicals & Expenses	$300.00	100526	35833	1st Bi Monthly Sept
PACE ANALYTICAL SERV	Sewer Expense	Test Chemicals & Expenses	$716.00	101926	35894	Sept 2nd Bi-Monthly
COSENTINO'S PRICE	Sewer Expense	Test Chemicals & Expenses	$5.49	102626	35920	Ice WET tst
USA BLUE BOOK	Sewer Expense	Test Chemicals & Expenses	$44.46	100526	35839	Sulf Acid
UPS STORE	Sewer Expense	Test Chemicals & Expenses	$107.35	101926	35905	Bi-Monthly Ship Fees
GILMORE & BELL	Sewer Expense	Debt Service--Fees	$875.00	102026	35913	Cont Discl FY2026
T-MOBILE	Solid Waste Exp	Cell Phones	$52.51	103026	10302615	Cell Phones/Hot Spots
REDGATE DISPOSAL	Solid Waste Exp	Recycling Program	$5,034.45	101926	35896	Roll Off Dumpsters
REDGATE DISPOSAL	Solid Waste Exp	Recycling Program	$657.30	101926	35896	Crdt Batliner
REDGATE DISPOSAL	Solid Waste Exp	Solid Waste Service Contract	$75,992.40	101926	35896	Weekly Resident Trash Serv
VIREO	Hall Park	Engineering & Design	$2,007.00	101926	35908	Hall Prk Const admin
CLAY COUNTY RECORDER	Route 33 Trail	ROW Acquisition	$60.00	100526	35823	Rte 33 Trail RW
OLSSON	Route 33 Trail	ROW Acquisition	$6,005.15	102626	10039	Rte 33 Trail-ROW
OLSSON	Route 33 Trail	ROW Acquisition	$10,423.24	102626	10039	Rte 33 Trail-ROW
WILLIAMS & CAMPO	Route 33 Trail	ROW Acquisition	$1,692.00	101926	10037	ROW Rte 33 Trl MP Prk
SUNDIAL PROPERTIES	Route 33 Trail	ROW Acquisition	$3,600.00	101226	35854	Rt 33 Trl ROW Settlement Pmt
OLSSON	Pathways	Engineering & Design	$7,571.36	102626	10039	Pthwys TAP-Design
GILMORE & BELL	I35/19th GO Bd Expense	2018 GO Bond--Fees	$218.75	102026	35913	Cont Discl FY2026
GILMORE & BELL	D/S 2020 GO Bond Exp	Debt Service--Fees	$218.75	102026	35913	Cont Discl FY2026
GILMORE & BELL	D/S 2015 GO Hwy Bond	Debt Service--Fees	$218.75	102026	35913	Cont Discl FY2026
STAR ACQUISITIONS	Shoppes Tif Expense	Developer Reimbursement	$52,776.53	102726	10042	TIF EATS- Oct Dist
TRUSS (HUB)	ShoppesCID Expense	Property/Liability Ins.	$2,983.00	110226	3001054	CA/CP0814132-Shoppes CID Liab Rnwl
		TOTAL:	$596,831.31			

RESOLUTION NO. 79-2026

A RESOLUTION APPROVING AN AGREEMENT FOR THE OCTOBER 2027 CARNIVAL WITH EVANS MIDLAND EMPIRE SHOWS, INC.

WHEREAS, the City of Kearney will provide public land, electricity, and portable restrooms in exchange for hosting a carnival by Evans Midland Empire Shows, Inc., October 15-17, 2027, as a public community event that promotes the quality of life by fostering social connections; and

WHEREAS, Class 4 cities in Missouri commonly approve contractual documents by resolution and authorize an administrative officer to execute them and finalize any non-substantive revisions necessary for clarity, legality, or administrative functionality; and

WHEREAS, Evans Midland Empire Shows, Inc. has prepared its standardized Vendor Agreement establishing requirements and responsibilities for conducting such carnival event; and

WHEREAS, the Board of Aldermen finds that approval of the Evans Midland Empire Shows, Inc., Vendor Agreement is in the best interest of the City.

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

Section 1. The Evans Midland Empire Shows, Inc. Vendor Agreement is hereby approved in substantially the form attached hereto as **Exhibit A** and incorporated into this Resolution as if fully set forth herein.

Section 2. The City Administrator is hereby authorized to take all such further actions as may be necessary to carry out the intent of this Resolution.

Section 3. This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen, the public welfare requiring it.

Section 4. Evans Midland Empire Shows, Inc. shall procure and maintain liability insurance in amounts equal to the sovereign immunity combined limits set by the Missouri Department of Insurance for this event and said insurance shall contain and be subject to the following:

- The City of Kearney shall be named as an additional insured.
- A certificate of insurance and a waiver of subrogation shall be provided to the City no later than 30 days prior to the event.
- Failure to submit the required insurance documentation at least thirty (30) days before the event shall result in automatic cancellation of the agreement.
- Nothing herein shall be construed as a waiver of the City's sovereign and governmental immunity, and the City shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____

Randy Pogue, Mayor

ATTEST:

_____

Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

EVANS MIDLAND EMPIRE SHOWS, INC.

3611 NE State Route 92, Smithville, MO 64089

ANDREW EVANS
(816) 694-7515

PEGGY EVANS
(816) 804-4253

CARNIVAL CONTRACT

This agreement, made and entered into this 16th day of November, 2026 by and between Evans Midland Empire Shows, Inc., parties of the first part and the City of Kearney, Mo parties of the second part, witnesseth:

1. For the various consideration herein mentioned, the parties of the first part agree to operate their said carnival in the city of Kearney, Mo for 3 days, starting October 15-17, 2027 and to pay parties of the second part 12 % (Per Cent) of the gross receipts (less 10 % for sales tax and insurance) of shows and rides, and - . Dollars flat rate for each concession.

2. Parties of the second part further agree to furnish free of charge to parties of the first part all necessary licenses, show grounds for operating said equipment and police protection and open frontage for rides.

3. Parties of the second part further agree to do all in their power to restrain other amusement companies of any kind similar to this carnival from operating in the city of _____ until _____.

4. 1) The City of Kearney to provide electricity water, and portable restrooms for carnival living trailer area.
2) The City of Kearney to provide portable restrooms and dumpster for carnival area.
3) Evans to have exclusive rights to the sale of cotton candy, funnel cakes, and carnival games

5. In case of accident, will of Providence, or other cause beyond the control of parties of the first part, they shall not be liable to parties of the second part for non-fulfillment of this contract.

6. For the faithful performance of the above conditions, we hereby attach our names, this 16th day of November, 2026.

PARTIES OF THE FIRST PART
EVANS MIDLAND EMPIRE SHOWS, INC.
By _____
General Agent

PARTIES OF THE SECOND PART
By _____
_____
_____
COMMITTEEMEN

RESOLUTION NO. 80-2026

A RESOLUTION APPROVING AN AGREEMENT WITH WILLIAM SHULL TO ORGANIZE, SUPERVISE, PURCHASE AND DISCHARGE FIREWORKS FOR THE MAGICAL NIGHT CELEBRATION.

WHEREAS, the City of Kearney contributes to this public event by providing financial support and use of city properties in the downtown area;

WHEREAS, William Shull has successfully planned, coordinated, and executed the Magical Night Fireworks for many years; and

WHEREAS, the City of Kearney has determined that the Magical Night Fireworks are in the best interest of the City as it attracts visitors to Kearney and promotes community connections and engagement.

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

Section 1. The independent contract with William Shull in substantially the form attached as **Exhibit A** and incorporated into this resolution as if fully set forth herein is hereby approved.

Section 2. The City Administrator is authorized to execute the agreement with William Shull to provide and discharge fireworks for an invoice amount not to exceed $7,000.

Section 3. William Shull will provide the City of Kearney with a Certificate of Liability Insurance naming the City of Kearney and Kearney R1 School District as an additional insured, as such fireworks will be discharged on Kearney R1 School District property.

Section 4. 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 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

CITY OF KEARNEY INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement entered on the 16th day of November 2026, between the City of Kearney, Missouri, a municipal corporation (City) and William Shull (Independent Contractor).

Section One: Work to be Performed

The City and independent contractor agree that the independent contractor will perform the following work in accordance with this contract:

Organization, supervision, and pyrotechnician of the Magical Night Fireworks display for 2026. William Shull will order fireworks to be shot according to the budget of KEC, approved by the Kearney Board of Aldermen, along with securing the proper insurance required by the City of Kearney, and naming City of Kearney, & Kearney R1 School District as additional insured of the fireworks event. The fireworks will be shot from the same proximity of previous years. Location of shoot is the track area of Kearney Elementary School.

Section Two: Terms of Payment

The independent contractor shall be paid by the City according to the following terms and conditions:

The invoice received from the fireworks order will be reimbursed to William Shull in an amount not to exceed $7,000, based on the budget amount agreed upon by the Kearney Board of Aldermen.
Under the terms of this contract, payment will be made only when an invoice is received by the City of Kearney.

Section Three: Expenses

The City shall not be liable to the independent contractor for any expenses paid or incurred by the independent contractor except those of the fireworks invoice.

Section Four: Material, Supplies, Equipment and Tools

The independent contractor shall supply the materials, supplies, equipment, and labor required to accomplish the work agreed to be performed in accordance with this contract.

Section Five: Payroll Taxes

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the independent contractor or for employees of the independent contractor. The independent contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this contract. The independent contractor shall be responsible for paying all taxes as mandated by law.

Section Six: Fringe Benefits

Since the independent contractor is not an employee of the City, the independent contractor is not eligible for and shall not participate in any employer benefit of the City including pension, health or other fringe benefits.

Section Seven: Worker's Compensation

The City shall not obtain worker's compensation insurance on behalf of the independent contractor or the employees of the independent contractor. The independent contractor shall comply with the worker's compensation law concerning its business and its employees.

Section Eight: Liability and Indemnity

The parties mutually agree to the following:
In no event shall the City be liable to the Contractor for special, indirect, or consequential damages suffered by the Contractor, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with the City's breach of this contract. The maximum liability of the City to the Contractor shall be limited to the amount of money to be paid or received by the City under this contract.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Contractor arising out of or in any way connected with this contract. This generally means that if the Contractor does something that is below the level or standard of care for your activity and someone is injured because of the Contractor's actions, you may be required to compensate them for their damages instead of the City.

Section Nine: Term of Contract

This contract shall commence on Monday November 23, 2026, and shall terminate following the conclusion of the event.

Section Ten: Termination Without Cause

Either party may terminate this contract by giving thirty days' written notice to the other of its intent to terminate this contract. Such termination may be made with or without cause. During the thirty-day period after such notice is sent, the parties shall continue to act toward each other in good faith.

Section Eleven: Termination with Cause

Either party may terminate this contract with reasonable cause, effective immediately upon the giving of written notice of the termination. The grounds for reasonable cause shall include material violation of this contract or any act exposing the other party to liability for personal injury or property damage. The written notice requirement may be waived where cancellation occurs due to the lack of enrollment, group gathering restrictions, or inclement weather.

Section Twelve: Non-Waiver

The failure of either party to this contract to exercise any of its rights under this contract relative to a breach of this contract shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

Section Thirteen: No Authority to Bind City

The independent contractor has no authority to enter contracts on behalf of the City. This contract does not create a partnership between the parties.

Section Fourteen: Compliance with Laws

The independent contractor represents that it has complied with all federal state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this contract. It is the responsibility of the independent contractor to submit a W-9 and proof of identity, in the form of a driver's license or state issued Identification Card, to the designated staff person prior to entering this contract.

Section Fifteen: Insurance

Independent contractor agrees to maintain insurance as set forth below and provide to City certificates of coverage evidencing said coverage at the time of signing this contract and on each anniversary of such insurance coverage during the term of this contract and any renewals, which certificates shall contain a provision that the policy will not be cancelled unless and until thirty (30) days' notice of said cancellation has been given to the City, but, in any event, the independent contractor, any time after the Contract has been signed, shall notify the City of any impending cancellation, actual cancellation, termination or nonrenewal of the policy by email or delivering to the City a copy of the insurer's cancellation, termination or nonrenewal notice to independent contractor within two (2) business days of independent contractor's receipt of said notice. Independent contractor shall also advise the City in writing within two (2) business days of any oral or other advisement by the insurer of any impending cancellation, actual cancellation, termination or nonrenewal of the policy. (If the City gives written permission for some of the work under this contract to be subcontracted or it is subcontracted, independent contractor shall assure that the subcontractor has the insurance set forth below and that the City and independent contractor are listed as an additional insured on all of subcontractor's policies):

Section Sixteen: Notices

Any notice given in connection with this contract shall be given in writing and delivered either by first-class mail addressed to the City or Contractor at the addresses shown above or by hand delivering a copy of the same to the City or Contractor or may be given by any combination of these methods. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be sent to the attention of the designated staff person at the Parks and Recreation Department.

Section Seventeen: Assignment of Contract

The independent contractor shall not be allowed to assign this contract in whole or in part. Any attempt to assign this contract shall be null and void. Should independent contractor select someone else perform some or all the services hereunder, and if it is an individual rather than an entity, independent contractor understands that individual should be eighteen years or older or have in place a contract with independent contractor evidencing parental consent. The content and wording and form of such contract shall be the responsibility of the independent contractor.

Section Eighteen: Choice of Law

Any dispute under this contract or related to this contract shall be decided in accordance with the laws of the state of Missouri.

Section Nineteen: Entire Contract

This is the entire contract between the parties and cannot be changed or modified or corrected orally. This contract may be supplemented, amended or revised only by a writing that is signed by each of the parties.

Section Twenty: Confidential Information

The independent contractor agrees that any information received by the independent contractor during any furtherance of the independent contractor's obligations under this contract, which concerns the personnel, financial or other affairs of the City will be treated by the independent contractor in full confidence and will not be revealed to any other persons, firms or organizations.

Section Twenty-One: Severability

If any part of this contract is said to be unenforceable, the rest of this contract shall nevertheless remain in full force and effect.

THIS AGREEMENT ENTERED ON THE DAY AND YEAR FIRST ABOVE MENTIONED.

CITY OF KEARNEY, MISSOURI

By: _____
Sheila Ernzen, City Administrator

By: _____
William Shull—Independent Contractor

Work Authorization Affidavit

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

As used in this Affidavit, the following terms shall have the following meanings:
EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter "Company"), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

_____ _____
Affiant / Contractor Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
SEAL Notary Public

BILL NO. 53-2026 ORDINANCE NO._____

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT AT 102 WEST LAWRENCE STREET FOR HITE DEVELOPMENT, LLC, UNDER THE K-353 REDEVELOPMENT CORPORATION REDEVELOPMENT PLAN AND APPROVING AN ABATEMENT AGREEMENT FOR THE PROJECT.

WHEREAS, the K-353 Redevelopment Corporation (the "Corporation") is an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law, as amended, to carry out the purposes and implementation of the K-353 Redevelopment Corporation Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan contemplates the development and redevelopment of an area described therein as the "Redevelopment Area"; and

WHEREAS, on October 21, 2024, after (1) due notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area and (2) the Board of Aldermen of the City (the "Board of Aldermen") held a public hearing and the Board of Aldermen approved the Redevelopment Plan in accordance with Chapter 353, RSMo, as amended, pursuant to Ordinance No. 1592-2024, which allows for redevelopment projects under the Redevelopment Plan to be approved by ordinance; and

WHEREAS, Hite Development, LLC (the "Applicant") submitted an application on August 14, 2026 seeking tax abatement and describing the Applicant's plan to construct 19 new single-family townhomes on the property at 102 W Lawrence Street (the "Project Area"). The construction of 19 new single-family townhomes (the "Project") which is legally described in the Abatement Agreement which is attached hereto as **Exhibit A**; and

WHEREAS, the Project is within the Redevelopment Area as depicted in **Exhibit B** to the Redevelopment Plan; and

WHEREAS, as a condition of the Corporation initiating tax abatement for the Project and the Applicant receiving tax abatement for the Project, the Corporation and Applicant will be required to enter into the Abatement Agreement providing for the terms and conditions of such abatement; and

WHEREAS, the City did cause to be furnished to each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property included within the Project and to be affected by tax abatement or exemption with written notice of the hearing to be held, all in accordance with Chapter 353, RSMo, as amended; and

WHEREAS, the Board of Aldermen did hold a public hearing on the Project at 6:30 p.m. on September 21, 2026, at which time all interested parties were given an opportunity to be heard.

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

SECTION 1. The Board of Aldermen hereby approves the Project and authorizes the Corporation to initiate tax abatement in accordance with the Abatement Agreement attached hereto as **Exhibit A** ("Abatement Agreement"). The Corporation may initiate tax abatement for a maximum of fifteen years

with respect to the Project Area, and tax abatement shall terminate in accordance with the terms and conditions of the Abatement Agreement.

A. The Applicant must transfer the property within the Project Area to the Corporation within two years from the effective date of this Ordinance.

B. The development rights granted under this Ordinance shall expire with respect to any portion of the Project Area that has not been transferred to the Corporation within two years from the effective date of this Ordinance.

C. No right of eminent domain is granted by this ordinance.

SECTION 2. The Board of Aldermen hereby approves the Abatement Agreement substantially in the form attached hereto as **Exhibit A**.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF KEARNEY, MISSOURI, THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____

Randy Pogue, Mayor

ATTEST:

_____

Sheila Ernzen, City Clerk

EXHIBIT A

ABATEMENT AGREEMENT
FOR THE 102 W LAWRENCE STREET PROJECT
IN THE K-353 REDEVELOPMENT AREA

This **ABATEMENT AGREEMENT FOR THE 102 W. LAWRENCE STREET PROJECT** (the **"Agreement"**) is made this 16th day of November, 2026, between the **K-353 REDEVELOPMENT CORPORATION**, a Missouri Urban Redevelopment Corporation (the **"Corporation"**), and **HITE DEVELOPMENT, LLC**, a corporation (the **"Owner"**). Corporation and Owner may be referenced as a **"Party"** or collectively as the **"Parties."** This Agreement described the conditions under which the Corporation will assign rights to abatement of real estate taxes in accordance with the K-353 Redevelopment Corporation Redevelopment Plan.

WHEREAS, the Board of Aldermen (the **"Board of Aldermen"**) of the City of Kearney, Missouri (the **"City"**) has enacted into law Ordinance No. 1592-2024, finding the Redevelopment Area to be blighted within the meaning of Section 353.020(2) of the Urban Redevelopment Corporations Law and approving the Redevelopment Plan (the **"Redevelopment Plan"**); and

WHEREAS, the Corporation was formed for the purposes of redeveloping and rehabilitating property within the Redevelopment Area in accordance with the Redevelopment Plan; and

WHEREAS, the Corporation may assign certain of its rights, duties and obligations with regard to redevelopment and rehabilitation of property within the Redevelopment Area and abatement of certain taxes related thereto; and

WHEREAS, the Owner desires to redevelop and rehabilitate certain property within the Redevelopment Area, as described herein and in the Application which is attached hereto as **Exhibit A**, and has applied to received abatement of certain taxes in accordance with the Redevelopment Plan; and

WHEREAS, the Corporation has reviewed the Owner's application and has determined that the proposed redevelopment and rehabilitation, if completed, complies with the Redevelopment Plan; and

WHEREAS, the Owner holds title to the real property (the **"Property"**) which is legally described in the attached **Exhibit B**, which the Owner will redevelop and rehabilitate by completing the Improvements described in **Exhibit A** (the **"Improvements"**) in order to complete the redevelopment project (the **"Redevelopment Project"** or **"Project"**) for which tax abatement will be provided through the Redevelopment Plan and in accordance with the Agreement; and

WHEREAS, the Corporation desires to assign, and the Owner desires to assume, certain of the Corporation's rights, duties and obligations, with respect to the completion and maintenance of the Improvements in exchange for tax abatement.

NOW, THEREFORE, for and in consideration of the above recitals, the mutual promises, covenants, undertakings and understanding hereinafter set forth, and other good valuable consideration, the Corporation and the Owner agree that:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, understanding, requirement or decision of or agreement with or by any governmental entity.

"Lot" means, (1) where the Property is subdivided, a lot created by subdivision of the Property, or (2) where the Property is not subdivided, all of the Property, which in either case is developed in accordance with budget pages set forth in **Exhibit A**. Reference to "Lots" herein shall mean the single Lot where the Property is not subdivided.

"Owner" means the party described in the introductory paragraph of this Agreement and any purchaser of the Property that is authorized to continue to receive tax abatement as described in this Agreement.

"PILOT Payment" means payments in lieu of taxes allowed by Section 353.110.4, RSMo, and as provided in this Agreement.

"Redevelopment Area" means all of the real property located within and comprising the Redevelopment Area as more particularly described in the Redevelopment Plan upon which redevelopment projects may be completed pursuant to this Agreement.

"Reimbursable Costs" means the costs incurred by the Owner for constructing improvements on the Property which may be certified for reimbursement in accordance with the provisions of this Agreement. The budget for the Reimbursable Costs is set forth in **Exhibit A** with respect to each anticipated Lot on the Property.

"Urban Redevelopment Corporations Law" means Chapter 353 of the Revised Statutes of Missouri, as amended.

2. Representations of Owner. Owner represents that:

A. Owner understands the potential effect that participation in this program may have on existing liens and title insurance policies related to the Redevelopment Project.

B. Owner has obtained from the provider of any title insurance policy for the Redevelopment Project an endorsement on such policy that permits the existing title insurance policy to continue regardless of the property transfer that is required to participate in this program.

C. Owner has received any required consent of any mortgage lender to participate in this program and the mortgage lender will waive its right to enforce a "due on sale" or similar clause against the Owner as a result of the property transfer that is required as a component of participation in this program.

D. Owner will take steps to ensure that the recitals in this Section are explained to each buyer of a developed Lot.

E. Owner understands that this Agreement is in addition to any written agreement with the Corporation or the City and does not relieve the Owner of any obligations or requirements under such written agreements.

3. Notice to Proceed. The Corporation, concurrent with the Corporation's execution of this Agreement, hereby consents to provide the tax abatement requested by Owner and approved by the Board of Aldermen, upon satisfaction of the terms and conditions of this Agreement.

4. Assignment of Corporation's Rights and Obligations.

   A. The Corporation assigns and the Owner assumes the Corporation's duties and obligations to clear blight, complete and maintain the Improvements as described in **Exhibit A** and to maintain the Redevelopment Project in accordance with all Applicable Laws and Requirements.

   B. The Corporation also assigns and the Owner assumes the Corporation's rights to tax abatement in accordance with the approval granted by the Board of Aldermen and in accordance with this Agreement, the Redevelopment Plan and the Urban Redevelopment Corporations Law.

   C. The Owner may assign the right to receive tax abatement to the purchaser and re-purchaser of each Lot, and the tax abatement provided by this Agreement and assigned to the Owner shall be deemed assigned to the purchaser and each re-purchaser of such Lot provided that all terms and conditions of this Agreement are satisfied at the closing of such transaction and continue to be satisfied on such Lot in order to maintain the level of tax abatement authorized by this Agreement. Tax abatement for any transferred Lot

may be terminated in the event that any subsequent owner fails to comply with any terms and conditions of this Agreement.

D. Owner and each subsequent seller of each Lot shall provide a fully-executed original of the attached notice in **Exhibit C** upon the sale of each Lot in order for the tax abatement provided under this Agreement to continue with respect to that Lot. The failure to deliver a fully-executed original shall give the Corporation the right to terminate the tax abatement with respect to that Lot.

5. Improvements to Redevelopment Project.

A. Time for Completion. The Owner shall commence or direct the commencement of work promptly in accordance with the Application set forth in **Exhibit A**, and shall continue and complete the work in accordance with the schedule set forth in **Exhibit A**. All work on the Improvements must be performed with reasonable diligence and work may not cease for more than fifteen (15) consecutive days.

B. Completion of Improvements. The Owner shall make and maintain or cause to be made all Improvements in a workmanlike manner, in accordance with all Applicable Laws and Requirements, and in accordance with the description of the Improvements set forth on the attached **Exhibit A**. The Owner shall comply with all requirements provided in any written agreements entered into with the Corporation or the City. The Owner shall obtain or shall cause to be obtained all licenses, permits or other approvals required by any governmental authorities to complete the Improvements.

C. Final Inspection. Upon the completion of the Improvements the Owner shall submit to the Corporation copies of all paid invoices and approved permits. The Owner also shall furnish all records, contracts, bills and other documents relating to the Redevelopment Project and any Improvements that the Corporation reasonably request. Representatives of the Corporation or the City shall have the right to enter upon the Property during the period of any construction and after the completion of construction to determine whether the Improvements conform to this Agreement.

D. Extension of Time for Completion. The Owner may submit to the Corporation a request to extend the time for completion of the Improvements. Such request shall be in writing and shall state, at a minimum: (i) the reason for the extension; (ii) the Improvements that remain to be completed; and (iii) the proposed length of time needed to complete the Improvements. Upon review of the Owner's request for extension of time, the Corporation, in cases of undue hardship, may extend the date of completion of the Improvements.

E. Certification of Reimbursable Costs. The Reimbursable Costs shall be established in accordance with the following:

1) All requests for certification of Reimbursable Costs shall be made in writing and directed to the Corporation. The Owner may submit a reimbursement request not more often than once each calendar quarter, and the total amount of all reimbursement requests shall be in accordance with the terms and conditions of this Section 5. The written request for reimbursement shall specify and itemize the improvement costs that have actually been incurred and paid by the Owner for construction of Improvements on each Lot in accordance with this Agreement, by line-item category of costs as set forth in the budget pages in **Exhibit A** with respect to each Lot, and shall be accompanied by sufficient documentation to provide proof that such costs have been incurred and paid. The Owner shall, at the Corporation's request, provide additional itemized invoices, receipts or other information that is reasonably requested by the Corporation to confirm that any submitted cost qualifies for reimbursement under this Agreement. The Corporation shall either approve or reject each request for reimbursement in writing within thirty (30) days after the submission thereof.

2) The amounts that are approved by the City shall be the "Certified Reimbursable Costs" under this Agreement. The Certified Reimbursable Costs shall be assigned to an applicable Lot, and the amount of the Certified Reimbursable Costs for such Lot shall be used to determine the duration of the tax abatement as provided in Section 6 for such Lot.

6. Tax Abatement.

A. The Lots may be transferred to the Corporation to initiate tax abatement as provided in this Agreement. Lots may be transferred to the Corporation when the Improvements are constructed on each such Lot as described on the attached **Exhibit A** and when the Owner seeks to initiate the tax abatement period as allowed by this Agreement. Upon the Owner's transfer of a Lot to the Corporation as allowed by this Agreement, tax abatement shall commence immediately in the year of such transfer.

B. The Improvements constructed on the real property described in **Exhibit B** shall be subject to partial ad valorem real property tax abatement for fifteen years, except in an event expressly provided for in this Agreement. During the abatement period, the Owner and subsequent owners of a Lot will pay the reduced amount of ad valorem real property taxes required by the Urban Redevelopment Corporations Law and make a PILOT Payments equal to 100% of the amount of annual ad valorem real property taxes paid on the Property prior to the state of the abatement period. The tax abatement rights for the Improvements are as follows:

Taxing Jurisdiction	Abatement Percentage
	Years 1-15
Kearney Fire and Rescue Protection District of Clay County, Missouri	50%
All Remaining Taxing Jurisdictions	100%

C. The Corporation hereby assigns to the Owner the Corporation's right to tax abatement for the Redevelopment Project, subject to the terms and conditions of this Agreement. The tax abatement right for each lot shall be for fifteen years.

D. The Property shall be transferred by the Corporation back to the Owner promptly after such transfer to the Corporation, and the tax abatement authorized above in this Section shall continue in accordance with the terms and conditions of this Agreement.

E. Termination of Abatement. The following events shall provide the Corporation with the right to terminate the tax abatement:

1) Failure of the Owner or an authorized purchaser to observe and perform any covenant, condition or agreement as provided in this Agreement.

2) Failure to comply with the schedule of development, or to construct and maintain the Improvements, as set forth in **Exhibit A**.

3) The filing by the Owner or an authorized purchaser of a petition in involuntary bankruptcy, or failure by the Owner to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Owner to carry on its operation, or adjudication of the Owner as bankrupt, or assignment by the Owner for the benefit of creditors. To the extent that the Owner is a bank, then the placement of the Owner in an involuntary receivership (or similar legal process) by its chartering authority.

4) Failure to pay all required real estate taxes or payments in lieu of taxes which are assessed against the Property before they become delinquent.

5) Failure of the Owner to pay any personal property or business license taxes which are attributable to the Property or any activities on the Property.

6) The Owner fails to cooperate with and permit, at a reasonable time and upon reasonable prior notice, authorized representative of the City or the Corporation to enter upon the Redevelopment Project during the period of any construction and after completion of the Improvements to determine whether the Redevelopment Project conforms to this Agreement.

7) The failure of the Owner to comply with all Applicable Laws and Requirements.

8) Foreclosure on the Property or any portion thereof by a lender and transfer of the Property or any portion thereof to the lender or a subsequent owner.

9) Default in the performance or breach of any written agreement entered into between the Owner and the Corporation or the City related to the Project. In the event that such other agreement provides the Owner with different or more restrictive covenants, different or additional events allowing termination and/or greater rights and remedies than are provided to the Corporation and/or the City in this Agreement, such different or more restrictive covenants, different or additional events allowing termination and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Corporation and/or City shall have the benefits of such different or more restrictive covenants, different or additional events allowing termination and/or greater rights and remedies as if specifically set forth herein.

F. Owner-Occupancy Requirement. As a condition of receiving and continuing to receive the tax abatement provided under this Agreement, the Redevelopment Project shall be subject to the following requirements throughout the applicable tax abatement period:
    a. Rental Cap- No more than thirty percent (30%) of the completed residential units in the Redevelopment Project many be occupied by tenants or otherwise used as rental properties at any time. For a project consisting of nineteen (19) completed units, this permits no more than five (5) rental units.
    b. Owner Occupancy- Except for units permitted under subsection (1), each residential unit shall be owner occupied as the principal residence of its record owner. Owner shall ensure that purchasers receive written notice of this requirement before conveyance.
    c. Developer Retained Rental Units- Any units used as rental property shall remain titled to Hite Development, LLC, and Hite Development LLC shall be responsible for managing its leases. No purchaser or subsequent owner other than Hite Development, LLC may lease a unit during the applicable abatement period, unless otherwise expressly approved in a written amendment authorized by the Corporation and City is required.
    d. Recorded Restrictions- Before commencement of abatement for any unit, Owner shall provide the Corporation with recorded covenants or other appropriate instruments, in form acceptable to the Corporation and its counsel, implementing these conditions and binding affected units for the applicable abatement period. The recorded instrument shall be consistent with this Agreement.; any conflicts shall be resolved to preserve the conditions of the tax incentive approval.

e. Verification and Enforcement- Owner shall provide an annual written certification of unit ownership and occupancy status, identifying each rental unit, and shall provide reasonable supporting records upon request, subject to applicable laws. The Corporation may enforce this Section through the remedies provided in Section 6(E), including termination of the abatement for an affected Lot.

7. Inspections. The Corporation may conduct on-site inspections on a periodic basis to ensure compliance with this Agreement. The Owner shall cooperate with the Corporation and permit access to the Project for such inspections at reasonable times, at the request of the Corporation, and with reasonable notice.

8. Appeals. Except as otherwise provided in this Section, an Owner who is aggrieved by the decision of the Corporation with regard to the implementation and enforcement of the Redevelopment Plan and this Agreement may appeal such decision to the Board of Aldermen of the City. The decision of the Board of Aldermen shall be final and conclusive.

9. Excusable Delays. The Parties understand and agree that neither Party shall be deemed to be in default of this Agreement because of Excusable Delays. **"Excusable Delay"** means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage or materials, unavailability or labor, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, interfering with the redevelopment and rehabilitation of the Redevelopment Project through the completion of all or any portion of the Improvements, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

10. Indemnification. The Owner shall indemnify the Corporation and the City and their officers, agents and representatives from any liability for injury or damage arising from any casualty to persons or property due to the negligence, omission or willful, wrongful act of the Owner in connection with the redevelopment and rehabilitation of the Redevelopment Project through the completion of the Improvements, or arising from a failure of the Corporation or its officers to compel, supervise or inspect any construction, reconstruction or maintenance of the Redevelopment Project. The Owner is responsible for compliance with all Applicable Laws and Requirements and agrees to hold harmless and indemnify the Corporation and the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the Owner's failure to comply with any applicable state law.

11. Dealings between the Parties. The Parties agree to and shall cooperate and deal with each other in good faith, and shall assist each other whenever possible, appropriate or necessary in the performance of this Agreement. The Parties agree to take such actions (including

adopting additional and further resolutions, rules, regulations or codes) and to make, execute and deliver such further and/or additional documents, agreements, instruments and/or understanding as may be required, necessary or convenient to effectuate fully this Agreement and all of the terms, conditions and provisions hereof and to act reasonably and expeditiously in all performances or understanding required under or by this Agreement. The Owner acknowledges that City staff and City representatives work closely with the Corporation, and the rights, duties and obligations of the Corporation under this Agreement may be carried out and completed with the assistance of City staff on behalf of the Corporation.

12. Recording. This Agreement shall be recorded by the Corporation in the office of Recorder of Deeds in Clay County, Missouri.

13. No Waiver. Any failure by either Party to insist upon or enforce any of their respective rights or duties hereunder shall not constitute a waiver, nor shall a failure to insist upon or enforce any rights preclude either Party from insisting upon or enforcing any of their respective rights or duties during the remaining term of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

15. Severability. If any one or more of the terms, provisions or conditions of this Agreement shall be declared unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining terms, conditions and provisions contained herein shall in no way be affected, prejudiced, limited or impaired thereby.

16. Interpretation. As used herein, the plural shall include the singular, the singular shall include the plural, and use of any gender shall be applicable to all genders.

17. Entire Agreement. This Agreement and all Exhibits attached hereto constitute the entire understanding between the Parties and supersede any and all prior agreements or understanding, whether oral or written, pertaining to the subject matter of this Agreement. This Agreement may be amended only by the mutual consent of the Parties, and by the execution of an amendment by the Parties or their respective successors in interest.

18. Electronic Transmission. The Owner and the Corporation agree that the transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Parties have set their hand the date and years first above written.

HITE DEVELOPMENT, LLC

By:_____

Title:_____

Date:_____

STATE OF _____)
) **SS.**
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is the _____ of the Hite Development, LLC (the "Corporation"), who is personally known to me to be the same person who executed the within instrument on behalf of the Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires:

_____

K-353 REDEVELOPMENT CORPORATION

By:_____

Date: _____

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is the _____ of the K-353 Redevelopment Corporation (the "Corporation"), a Missouri redevelopment corporation organized pursuant to Chapter 353 of the Revised Statutes of Missouri, who is personally known to me to be the same person who executed the within instrument on behalf of the Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____

NOTARY PUBLIC

[SEAL]

My Commission Expires:

_____

EXHIBIT A

DESCRIPTION OF THE REDEVELOPMENT PROJECT

K-353 Redevelopment Corporation
Resolution No. 2026-2

A RESOLUTION OF THE BOARD OF DIRECTORS RECOMMENDING APPROVAL OF A REDEVELOPMENT PROJECT FOR Hite Development, LLC (Clear Creek Townhomes) UNDER THE K-353 REDEVELOPMENT CORPORATION REDEVELOPMENT PLAN.

WHEREAS, the K-353 Redevelopment Corporation (the "Corporation") is an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law, as amended, to carry out the purposes and implementation of the K-353 Redevelopment Corporation Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan contemplates the development and redevelopment of an area described therein as the "Redevelopment Area"; and

WHEREAS, on October 21, 2024, after (1) due notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area and (2) the Board of Aldermen of the City (the "Board of Aldermen") held a public hearing and the Board of Aldermen approved the Redevelopment Plan in accordance with Chapter 353, RSMo, as amended, pursuant to Ordinance No. 1592-2024; and

WHEREAS, Hite Development, LLC (the "Applicant") submitted an application on August 14, 2026, seeking tax abatement and describing the Applicant's plan to improve the property at 102 W. Lawrence St. (the "Project Area") by constructing 19 new residential single-family attached townhomes (the "Project"); and

WHEREAS, the Project is within the Redevelopment Area as depicted in **Exhibit 1** to the Redevelopment Plan; and

WHEREAS, the Board of Directors of the Corporation hereby finds and determines that the Project is consistent with the Redevelopment Plan.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE K-353 REDEVELOPMENT CORPORATION, AS FOLLOWS:

SECTION 1. The Corporation recommends approval of the Project by the Board of Aldermen with the condition that all nuisance conditions are abated prior to tax abatement.

SECTION 2. This Resolution shall take effect and be in full force from and after its passage and approval.

Passed September 1, 2026

Approved:

President

Exhibit B
Legal Description

Property 1:
A rectangular parcel of land being 153 feet more or less from North to South and 94 feet from East to West in the Southeast corner of Lot 3, Block 16, ORIGINAL TOWN OF KEARNEY, Clay County, Missouri, according to the recorded plat thereof.

Property 2:
Lots 2 and 3, Block 16, ORIGINAL TOWN, KEARNEY, Clay County, Missouri, EXCEPT that part conveyed to Kearney Real Estate Center, Inc., on Document #D71490, Book 1312, Page 712 filed with the Clay County Recorder of Deeds on June 30, 1978.

EXHIBIT C

NOTICE FOR PURCHASE OF LOT

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*This Notice, signed by the buyer, must be provided to the K-353 Redevelopment Corporation (the "**Corporation**") upon the sale of any Lot that is described in the Abatement Agreement for the 208 E Washington Street Project in the K-353 Redevelopment Area dated _____, 2026 (the "**Abatement Agreement**"). If not provided upon the purchase of property, the tax abatement provided by the Corporation may be terminated for such property. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Abatement Agreement.*

Legal Description and Address of Property:

_____

The undersigned hereby acknowledges and agrees to the following:

1. Acquisition and ownership of the Property described above is subject in all respects to the rights, duties and obligations of the Abatement Agreement.

2. The property described above is located within the boundaries of the Redevelopment Area for the K-353 Redevelopment Corporation Redevelopment Plan which has been approved by the City of Kearney, Missouri, and the property will receive the benefit of tax abatement in exchange for constructing and maintaining the property in the condition described in the Abatement Agreement and continuing to satisfy all terms and conditions of the Abatement Agreement.

3. The Improvements constructed on the real property shall be subject to partial ad valorem real property tax abatement for fifteen years, except in an event expressly provided for in this Agreement. During the abatement period, the Owner and subsequent owners of a Lot will pay the reduced amount of ad valorem real property taxes required by the Urban Redevelopment Corporations Law and make a PILOT Payments equal to 100% of the amount of annual ad valorem real property taxes paid on the Property prior to the state of the abatement period. The tax abatement rights for the Improvements are as follows:

Taxing Jurisdiction	**Abatement Percentage**
	Years 1-15
Kearney Fire and Rescue Protection District of Clay County, Missouri	50%
All Remaining Taxing Jurisdictions	100%

4. The tax abatement provided for the property will last for fifteen years.

5. As the successor in interest to property described in the Abatement Agreement, I agree to comply with the terms and conditions of the Abatement Agreement in order to continue to receive the tax abatement benefits provided by the City and the Corporation.

6. I understand that I am responsible for maintaining an adequate funds in escrow with any lender for my property, in accordance with the terms and conditions of such loan, in order to pay real estate taxes when due under the law after tax abatement is terminated in accordance with the Abatement Agreement.

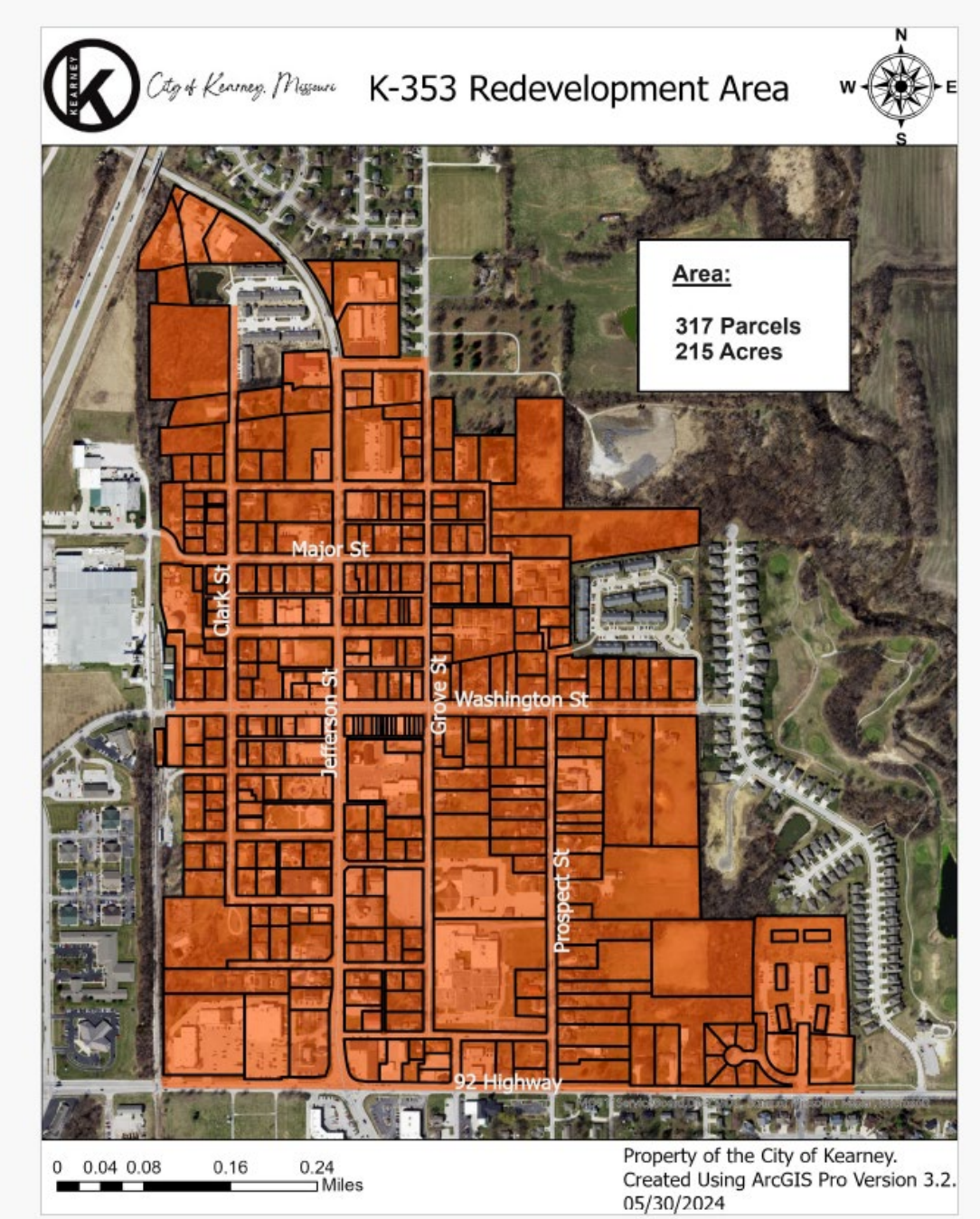
Signature: _____

Name: _____

Date: _____

Exhibit B

Redevelopment Area



K-353 REDEVELOPMENT CORPORATION

STAFF REPORT

Meeting Date: September 1, 2026
Project: Clear Creek Townhomes
Applicant: Hite Development, LLC
Location: 102 W. Lawrence Street
Requested Incentive: K-353 Real Property Tax Abatement
Recommended Incentive Level: Level C – Market Shifting Investment

PROJECT DESCRIPTION

Hite Development, LLC has submitted an application for K-353 tax abatement for the proposed Clear Creek Townhomes development located at 102 W. Lawrence Street.

The project encompasses two parcels totaling approximately 1.74 acres at the northwest corner of W. Lawrence Street and N. Jefferson Street. The larger parcel is primarily undeveloped, while the smaller parcel contains an existing vacant building and parking lot proposed for demolition.
The applicant proposes to combine the parcels and construct 19 two-story, single-family attached townhomes. The units are intended to be individually owned and sold. Proposed improvements also include a private drive, sidewalks along W. Lawrence and N. Jefferson Streets, internal pedestrian connections, utility infrastructure, a new fire hydrant, stormwater detention, paving and landscaping.

K-353 PROGRAM ELIGIBILITY

The K-353 Redevelopment Plan Policy is intended to encourage private investment and reinvestment within the K-353 Redevelopment Area, remove blighting influences, improve property values and appearance, and support revitalization of the original Kearney area.

The Residential Guidelines specifically provide that construction of new residential structures is eligible for tax abatement.
Staff finds that the proposed redevelopment is generally consistent with the purposes of the K-353 Redevelopment Plan and Residential Guidelines by redeveloping currently underutilized property, removing an existing vacant structure, providing new infrastructure and site improvements, and adding new owner-occupied housing opportunities within the Redevelopment Area.

INVESTMENT AND INCENTIVE LEVEL

The applicant identified a total project investment of $5,093,449.51.

For purposes of determining qualified project investment, staff reviewed the applicant's itemized project budget and excluded costs not directly attributable to the design, permitting, construction or installation of the physical improvements, including property acquisition, developer operating/overhead expenses, financing and carrying costs, HOA/CCR formation, closing costs, realtor commissions and legal expenses.
Based on this review, staff estimates approximately $3,910,214.94 in qualifying improvements.
Under the K-353 Redevelopment Plan Policy:

- Level C applies to projects with qualifying investment of $750,000 or greater.

Based upon the estimated qualified investment, staff finds that the Clear Creek Townhomes project qualifies as a Level C – Market Shifting Investment.

Level C provides for 100% real property tax abatement for 15 years on the increase in value, subject to the payments in lieu of taxes and other requirements established by the K-353 Redevelopment Plan Policy.

"BUT-FOR" REQUIREMENT

The K-353 Redevelopment Plan Policy requires Level C projects to demonstrate that the redevelopment project would not reasonably be anticipated to proceed without the requested tax abatement.

The Policy provides that this requirement may be evidenced by an applicant affidavit attesting to the necessity of the incentive.
The applicant has provided the signed affidavit and all required application materials, including the application fee.

TAX IMPACT ANALYSIS

Staff prepared a Tax Impact Analysis utilizing an estimated current market value of **$142,000** and estimated qualifying improvements of **$3,910,214.94**.

The analysis assumes that the improvements increase market value by an amount equal to the estimated cost of qualifying improvements, resulting in an initial estimated market value after redevelopment of approximately **$4,052,214.94** and an estimated assessed value increase of approximately **$742,941**.
The analysis also assumes annual appreciation of 2%.
Over the 15-year Level C abatement period:

- Estimated taxes generated by the property without redevelopment are approximately **$31,574**.
- Estimated taxes that would be generated by the redeveloped property without abatement are approximately **$909,345**.
- Approximately **$812,963** in property taxes are estimated to be abated.
- Approximately **$94,112** in property taxes are estimated to remain payable to the affected taxing jurisdictions during the abatement period.

The approximate 15-year tax abatement by jurisdiction is:

- Kearney School District – **$592,033**
- Kearney Fire Protection District – **$62,386**
- City of Kearney – **$67,468**
- Mid-Continent Public Library – **$37,309**
- Clay County – **$16,790**
- Handicap Workshop – **$12,420**
- Mental Health – **$10,356**
- Public Health – **$10,356**
- State Blind Pension Fund – **$3,845**

The Fire Protection District is treated differently under the K-353 calculation, with approximately 50% of its levy continuing to apply to the increased value during the abatement period.

Following expiration of the 15-year abatement period, the full assessed value of the improvements would become subject to the applicable property tax levies. Based upon the assumptions contained in the Tax Impact Analysis, the improvements are projected to generate approximately **$1.17 million** in additional property tax revenue during the subsequent 15-year period.
Actual future assessed values, tax levies and property tax collections will vary from the estimates contained in the Tax Impact Analysis.

STAFF ANALYSIS

The K-353 Redevelopment Corporation Board reviewed the Clear Creek Townhomes application on September 1, 2026, and voted to recommend approval to the Board of Aldermen by a vote of 4 yes, 0 no and 1 abstention. The applicant has provided all required application materials, including the signed Level C affidavit and application fee.

The proposed project represents a significant private investment within the K-353 Redevelopment Area and would replace underutilized property and an existing vacant structure with 19 new individually owned residential units and associated public and private improvements.

Staff finds that the project meets the investment threshold for a Level C incentive and generally furthers the objectives of the K-353 Redevelopment Plan related to reinvestment, removal of blighting influences, increased property values, housing and revitalization of the Redevelopment Area.
The requested incentive represents a significant temporary reduction in new property tax revenue, particularly to the Kearney School District. However, the existing tax base is maintained during the abatement period, a portion of the Fire District's increased tax revenue remains payable, and the project is expected to create a substantially larger taxable property base following expiration of the incentive.
The applicant has agreed that each townhome unit must remain owner occupied while receiving tax abatement. This requirement will be incorporated into the redevelopment agreement and applicable recorded covenants, with continued compliance required to maintain the abatement for each unit.

STAFF RECOMMENDATION

Staff recommends that the Board of Aldermen approve the Clear Creek Townhomes Redevelopment Project as a Level C – Market Shifting Investment, providing 100% tax abatement on the eligible increase in real property value for a period of 15 years, subject to all requirements of the K-353 Redevelopment Plan, K-353 Redevelopment Plan Policy, Residential Guidelines, redevelopment agreement and applicable City requirements. The K-353 Redevelopment Corporation Board recommended approval on September 1, 2026, by a vote of 4 yes, 0 no and 1 abstention.

Staff's recommendation is further conditioned upon:

1. Board of Aldermen approval prior to commencement of any work included in the qualifying investment;
2. Final verification of qualifying project costs through invoices and other documentation required by the K-353 Redevelopment Plan Policy;
3. Compliance with applicable development, zoning, building and property maintenance requirements; and

4. Execution of all agreements and documents required to activate the Chapter 353 tax abatement; and
5. Inclusion in the redevelopment agreement and applicable recorded covenants of a requirement that each townhome unit remain owner occupied while receiving tax abatement, with continued compliance required to maintain the abatement for that unit.

K-353 REDEVELOPMENT PLAN
PROJECT APPLICATION

Per the K-353 Redevelopment Plan Policy, all project applications must be approved by the Board of Aldermen prior to the start of any repairs or improvements included in the scope of work.

Applicant's Name: Hite Development, LLC		
Project Address: 102 W Lawrence, Kearney, MO 64060		
Phone Number: 816.305.7030	Email Address: chase@hdhomeskc.com, chris@hdhomeskc.com	
Is the Applicant the Owner of the Property? ☑ Yes ☐ No (attach owner support letter)		
Investment Amount: $ 5,093,449.51	Project Start Date:	Project Completion Date:

A narrative must be provided that responds to the following questions:

- ☑ Existing and proposed use(s) of the building and property. If a commercial property, provide name of all businesses that are covered under the project.
- ☑ Description of scope of work, including breakdown between exterior and interior improvements (see page 2)
  *Note: interior improvements are not eligible for abatement for projects less than $25,000 and are capped at 50% of the total investment that may be abated for projects greater than $25,000.

The following must be provided for a complete application. Applications will not be submitted to the K-353 Redevelopment Corporation Board for first review unless the following items are included.

- ☑ Completed and Signed Application (This Document)
- ☑ Proof of Property Ownership (Warranty Deed)
- ☑ Narrative (as Described Above)
- ☑ Itemized Cost of Improvements (Including Breakdown of Exterior and Interior (see page 2)
- ☑ Current photos of Building and Property (Including Interior if Interior Improvements are Proposed)
- ☑ Most Recent Real Property Tax Receipt
- ☑ Current Business License (if Applicable)
- ☐ Application fee ($100 Residential / $200 Commercial (Check Made Payable to the City of Kearney)
- ☑ Provide copy of Plot Plan/Site Plan (if new construction)

By signing below, I acknowledge that I have reviewed the K-353 Redevelopment Plan Policy documents. I understand that any scope of work that has been started at the time of this application or during the application review process is ineligible and cannot be included in the total investment amount for tax abatement purposes. I agree to allow the City of Kearney to copy and distribute all project plans, materials, and information and post on the City of Kearney website as necessary for the project approval process, including public hearings. Furthermore, I give consent to City of Kearney staff responsible for reviewing this application permission to access the exterior of the property to document any items listed under the scope of work and give consent for staff to coordinate with me a date and time needed to access the interior of the building to document any interior items listed under the scope of work.

Applicant Signature(s): Chase Hite **Date:** 8-14-2026

Applicant Signature(s): _____ **Date:** _____

Scope of Work – A detailed breakdown of the scope of work and anticipated costs must be provided. Provide additional supporting documentation as necessary. Examples of scope of work categories include painting, tuck-pointing, roofing, walls/siding, signage, awnings, etc. and need to be split between exterior and interior.

Scope / Description	Interior	Exterior	Anticipated Cost
See Attached	☑	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
Total Anticipated Costs:			$

Recorded in Clay County, Missouri
Recording Date/Time: **05/12/2026** at **03:06:56 PM**
Book: **10166** Page: **22**

Instr #: **2026012653**
Pages: **3**
Fee: **$30.00**

Electronically Recorded
Thomson-Affinity Title, LLC

Sandra Brock
Recorder of Deeds

WARRANTY DEED

THIS INDENTURE, Made 11 day of May, 2026,

by and between **Darby Properties, LLC, a Missouri Limited Liability Company, GRANTOR,** hereinafter referred to as Party of the First Part, whether one or more,

and

Hite Development, LLC, a Missouri Limited Liability Company, GRANTEE, hereinafter referred to as Party of the Second Part, whether one or more.

Mailing address of said first named Grantee is: 1002 Maple Woods Dr, Liberty, MO 64068

WITNESSETH, That the said Party of the First Part, in consideration of the sum of Ten and NO/100 DOLLARS ($10.00) and other good and valuable consideration to them paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Party of Second Part, their heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Clay and State of Missouri, to-wit:

Property 1:

A rectangular parcel of land being 153 feet more or less from North to South and 94 feet from East to West in the Southeast corner of Lot 3, Block 16, ORIGINAL TOWN OF KEARNEY, Clay County, Missouri, according to the recorded plat thereof.

Electronically Filed

WARRANTY DEED

THIS INDENTURE, Made 11 day of May, 2026,

by and between **Darby Properties, LLC, a Missouri Limited Liability Company, GRANTOR,** hereinafter referred to as Party of the First Part, whether one or more,

and

Hite Development, LLC, a Missouri Limited Liability Company, GRANTEE, hereinafter referred to as Party of the Second Part, whether one or more.

Mailing address of said first named Grantee is: 1002 Maple Woods Dr, Liberty, MO 64068

WITNESSETH, That the said Party of the First Part, in consideration of the sum of Ten and NO/100 DOLLARS ($10.00) and other good and valuable consideration to them paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the said Party of Second Part, their heirs, successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Clay and State of Missouri, to-wit:

Property 1:

A rectangular parcel of land being 153 feet more or less from North to South and 94 feet from East to West in the Southeast corner of Lot 3, Block 16, ORIGINAL TOWN OF KEARNEY, Clay County, Missouri, according to the recorded plat thereof.

Property 2:

Lots 2 and 3, Block 16, ORIGINAL TOWN, KEARNEY, Clay County, Missouri, EXCEPT that part conveyed to Kearney Real Estate Center, Inc., on Document #D71490, Book 1312, Page 712 filed with the Clay County Recorder of Deeds on June 30, 1978.

Subject to easements, covenants, conditions and restrictions of record, if any.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto the said Party of the Second Part, and unto their heirs and assigns forever; the said Party of the First Part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to the said premises unto the said Party of the Second Part and unto their heirs, successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

Reference herein to "they", "them" and "their" shall refer to all parties that the context shall require, whether masculine or feminine, and whether one or more. If Party of the First Part or Party of the Second Part shall be entities instead of individuals, all references herein to the heirs of such entity shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this deed has been executed the day and year first above written.

Darby Properties, LLC, a Missouri Limited Liability Company

By: _____
Kyle McPhee

By: _____
Laura McPhee

STATE OF MISSOURI

ss

COUNYT OF CLAY

On this 11 day of May, 2026, before me a Notary Public in and for said state, personally appeared Kyle McPhee and Laura McPhee, Members of Darby Properties, LLC, personally known to me or proved to me through identification documents to be the persons who executed the within instrument on behalf of said Limited Liability Company, and acknowledged to me that they executed the same for the purposes therein stated.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: 10-01-2026

MO-26-242490

GREG THOMSON
Notary Public - Notary Seal
Clay County - State of Missouri
Commission Number 14475806
My Commission Expires Oct 1, 2026

PROJECT NARRATIVE
102 W Lawrence
Kearney, Missouri 64060

Existing Conditions
Current Zoning: C

The project site consists of two parcels totaling approximately 1.74 acres at the Northwest corner of West Lawrence Street and North Jefferson Street in Kearney, Missouri. Both parcels are currently zoned C. The larger parcel is primarily undeveloped and contains an existing drainage swale and storm pipe. A mature tree line runs perpendicular to W. Lawrence Street along the West property line. The smaller parcel contains a small, vacant building and parking lot that is intermittently utilized and will be demolished as part of the redevelopment. There are no sidewalks along N. Jefferson Street and only a partial sidewalk along W. Lawrence Street.

Proposed Project

The proposed project includes combining the two parcels and rezoning the property from to R-P-3 for construction of 19 new single-family attached 2-story townhomes.

The site will be served by a new private drive maintained by a homeowner's association and will be accessed through the existing N. Jefferson Street approach and a new approach along W. Lawrence Street. Pedestrian connectivity improvements will include new sidewalks along both street frontages and internal sidewalks connecting the townhomes to the N. Jefferson Street sidewalk.

Site improvements also include new utility infrastructure, a new fire hydrant serving the development, surface stormwater detention, associated paving, and new landscaping. The existing mature tree line will remain to provide a landscape buffer with additional landscaping provided throughout the development. The townhome design includes street-facing architecture along N. Jefferson Street with a residential scale compatible to the surrounding neighborhood. Each townhome will have an attached garage and driveway parking as well as 7 additional parking stalls for dedicated street parking.

The townhomes are intended to be individually sold, providing attainable housing on currently underutilized property. The project will also provide the infrastructure, pedestrian improvements, stormwater management, landscaping, and site improvements necessary to support the proposed residential use.

a3G architects

Clear Creek Townhomes
Itemized Cost of Improvement

Category	Interior	Exterior	Cost
Landscape		$71,250.00	$71,250.00
Slab and Footers		$299,250.00	$299,250.00
Framing		$800,584.00	$800,584.00
Windows & Doors		$150,100.00	$150,100.00
Garage Doors		$60,800.00	$60,800.00
Siding		$161,500.00	$161,500.00
Roofing		$152,000.00	$152,000.00
Electrical	$334,875.00		$334,875.00
Plumbing	$268,375.00		$268,375.00
HVAC	$117,325.00	$117,325.00	$234,650.00
Exterior Paint		$112,100.00	$112,100.00
Interior Paint	$123,500.00		$123,500.00
Flooring	$155,800.00		$155,800.00
Trim	$153,900.00		$153,900.00
Drywall	$235,125.00		$235,125.00
Insulation	$108,300.00		$108,300.00
Misc Cost	$47,500.00	$47,500.00	$95,000.00
Lot Cost		$304,999.97	$304,999.97
Site & Utility Work		$179,999.92	$179,999.92
Plans / Engineering / Survey	$34,500.01	$34,500.01	$69,000.02
Permits / Fees	$59,109.00		$59,109.00
Superintendent	$38,000.00	$38,000.00	$76,000.00
Operating / Overhead	$165,333.32	$82,666.66	$247,999.97
Loan Carry Cost	$84,981.02	$84,981.02	$169,962.03
HOA / CCR		$44,999.98	$44,999.98
Closing Cost	$32,983.81	$32,983.81	$65,967.62
Realtor Commission	$164,901.00	$164,901.00	$329,802.00
Legal	$14,250.00	$14,250.00	$28,500.00
TOTAL	$2,138,758.16	$2,954,691.37	$5,093,449.51
50% of Exterior Costs (For towards Interior abatement)		$1,477,345.69	
TOTAL ABATEMENT		**$4,432,037.06**	

CLAY COUNTY

TAX PAYMENT RECEIPT

RECEIPT NUMBER: 4980964
Entered: 12/26/2025 12:00 AM
Interest Date: 12/23/2025

Page 1 of 1
Cashier: randi
Drawer: 33
Printed By: JARMSTRO

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
07808000201800	2025	236	$4.58	$0.00	A/V Principal-Agricultural
Amount Applied for Tax Year 2025			**$4.58**	**$0.00**	**Unpaid Balance Amount for Tax Year 2025**

Agency	Amount
COUNTY SERVICES	$0.0714
KEARNEY	$0.3626
KEARNEY FIRE DISTRICT #2	$0.6456
HANDICAP TAX	$0.0637
LIBRARY TAX	$0.2144
HEALTH TAX	$0.0531
MENTAL HEALTH TAX	$0.0531
KEARNEY SCHOOL DISTRICT	$3.0951
STATE TAX	$0.0210

Situs Address: 00000 N JEFFERSON ST MO, KEARNEY
Legal Description: KEARNEY ORIGINAL TOWN PT LTS 2 & 3 BLK 16 BEG NE COR LT 2, S188.5, W94, S153, W136, N324, NELY230 TO POB

Total Paid on This Receipt: $4.58

Thank you for your payment.

Run: 7/27/2026 9:25:26 AM

End of Receipt Number 4980964: 1 Page

jAscendClayProd[illegible]

Notes:
***Interest , penalties and fees will be assessed on any unpaid balance amount.** The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

Failure of this payment to clear your financial institution will void this receipt. A returned item fee and late penalty may be assessed. Please verify with your financial institution that this payment has cleared.

PAYER:
DARBY PROPERTIES LLC
9507 NE 166TH ST
KEARNEY MO 64060-9140

OWNER:
DARBY PROPERTIES LLC
9507 NE 166TH ST
KEARNEY MO 64060-9140

CLAY COUNTY

TAX PAYMENT RECEIPT

RECEIPT NUMBER: 4980963
Entered: 12/26/2025 12:00 AM
Interest Date: 12/23/2025

Page 1 of 1
Cashier: randi
Drawer: 33
Printed By: JARMSTRO

Receipt Applied To:

Property Account No.	Year	District	Amount Applied	Unpaid Balance*	Description
07808000201900	2025	236	$2,960.85	$0.00	A/V Principal- Commercial
	2025	236	$651.60	$0.00	Sur Tax
Amount Applied for Tax Year 2025			**$3,612.45**	**$0.00**	**Unpaid Balance Amount for Tax Year 2025**

Agency	Amount
COUNTY SERVICES	$46.1438
KEARNEY	$234.1604
KEARNEY FIRE DISTRICT #2	$416.9794
HANDICAP TAX	$41.1323
LIBRARY TAX	$141.1374
HEALTH TAX	$34.2996
MENTAL HEALTH TAX	$34.2996
KEARNEY SCHOOL DISTRICT	$1,999.1026
STATE TAX	$13.5750

Situs Address: 00102 W LAWRENCE ST MO, KEARNEY
Legal Description: KEARNEY ORIGINAL TOWN PT LTS 2 & 3 BLK 16 BEG SE COR LT 3, W94, N153, E94, S153 TO POB

Total Paid on This Receipt: $3,612.45

Thank you for your payment.

Run: 7/27/2026 9:21:26 AM

End of Receipt Number 4980963: 1 Page

(AscendClayProdReports)

Notes:
***Interest , penalties and fees will be assessed on any unpaid balance amount.** The amount of any unpaid balance shown on this receipt is the unpaid balance amount at the time the receipt is run, exclusive of such interest, penalties and fees. Changes in the taxable value may alter your unpaid balance amount.

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PAYER:
DARBY PROPERTIES LLC
9507 NE 166TH ST
KEARNEY MO 64060-9140

OWNER:
DARBY PROPERTIES LLC
9507 NE 166TH ST
KEARNEY MO 64060-9140

2026 BUSINESS LICENSE

City of Kearney, Missouri

IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF KEARNEY CODE OF ORDINANCES SECTION 605, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS BELOW.

LICENSE #: 2026-0693

ISSUE DATE: 12:00:00 AM

EXPIRATION DATE: 12/31/2026

ISSUED TO:

HITE DEVELOPMENT, LLC

TYPE OF BUSINESS:

DEVELOPER/BUILDER

BUSINESS LOCATION:

5641 SE PERRIN RD, LATHROP, MO 64465

Randy Pogue, Mayor

Sheila Ernzen, Clerk/Administrator

Post in a conspicuous place.

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060



CIVIL

C1.0	Preliminary Plat
L1.0	Landscape Plan

ARCHITECTURAL

A2.0	Building Type A Typical Exterior Elevations
A2.1	Building Type A Typical Exterior Elevations
A2.2	Building Type B Typical Exterior Elevations
A2.3	Building Type B Typical Exterior Elevations
A2.4	Building Type C Typical Exterior Elevations
A2.5	Building Type C Typical Exterior Elevations
A8	Existing Photos and 3D Views

ELECTRICAL

E1.0	Site Photometrics

ARCHITECT
A3G Architects
110 North Main Street
Liberty, Missouri 64068
816.581.6330

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

ELECTRICAL ENGINEER
Architectural Engineering Consortium
15800 East 45th Place South
Independence, Missouri 64055
816.833.6550

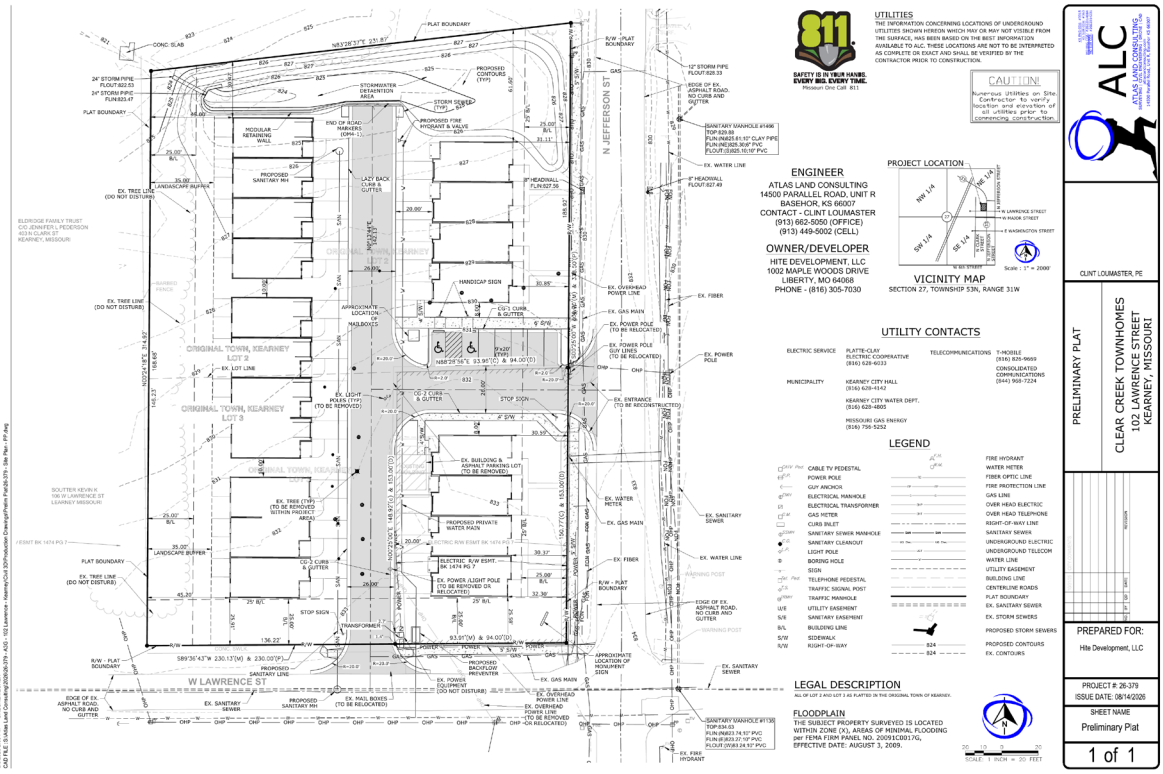
ISSUED FOR:

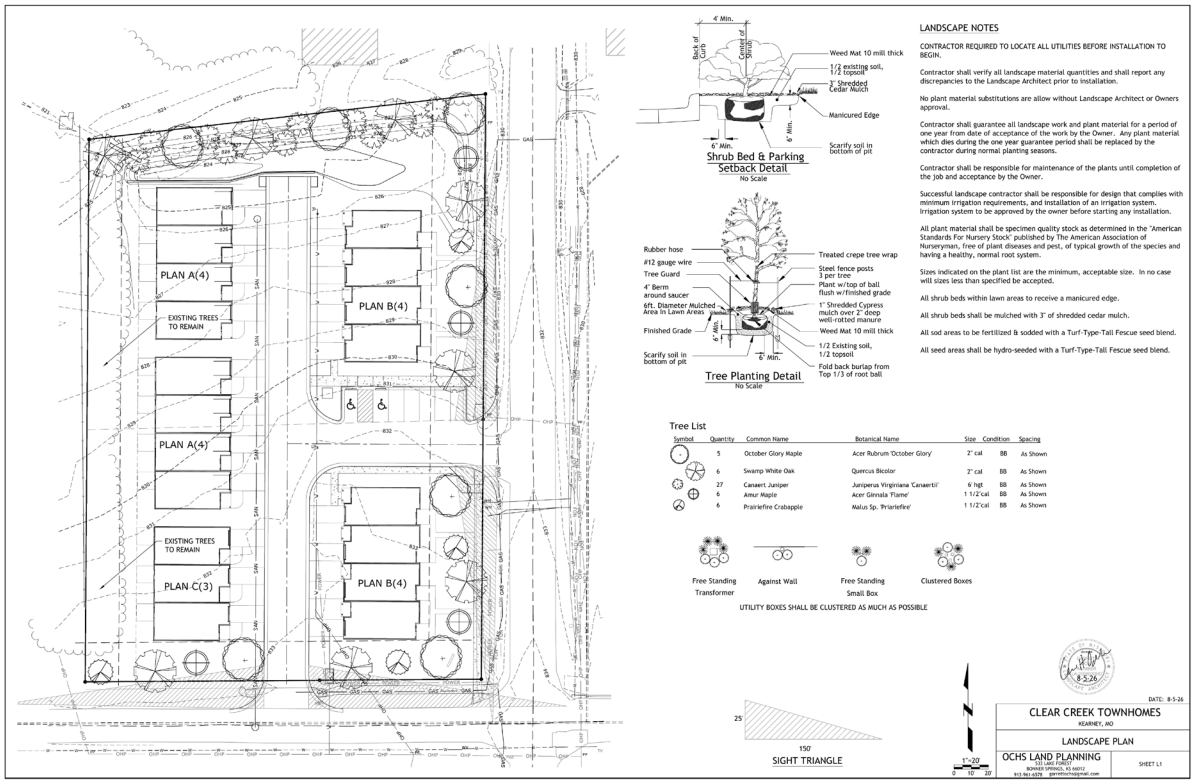
Planning and Zoning	14 August 2026

C:\Users\AshleyFoland\A3G Architects\A3G Architects - Documents\A3G Projects\Clear Creek Townhomes\102 W Lawrence 2026\Drawings\HD Site Plan.rvt

Project Number: 26.035

Copyright 2026 A3G Architects © 2026 A3G Architects


UTILITIES
THE INFORMATION CONCERNING LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON WHICH MAY OR MAY NOT VISIBLE FROM THE SURFACE, HAS BEEN BASED ON THE BEST INFORMATION AVAILABLE TO ALC. THESE LOCATIONS ARE NOT TO BE INTERPRETED AS COMPLETE OR EXACT AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
CAUTION!
Numerous Utilities on Site. Contractor to verify location and elevation of all utilities prior to commencing construction.
ENGINEER
ATLAS LAND CONSULTING
14500 PARALLEL ROAD, UNIT R
BASEHOR, KS 66007
CONTACT - CLINT LOUMASTER
(913) 662-5050 (OFFICE)
(913) 449-5002 (CELL)
OWNER/DEVELOPER
HITE DEVELOPMENT, LLC
1002 MAPLE WOODS DRIVE
LIBERTY, MO 64068
PHONE - (816) 305-7030
PROJECT LOCATION
VICINITY MAP
SECTION 27, TOWNSHIP 53N, RANGE 31W
UTILITY CONTACTS
ELECTRIC SERVICE
PLATTE-CLAY ELECTRIC COOPERATIVE (816) 628-6033
TELECOMMUNICATIONS
T-MOBILE (816) 825-9693
CONSOLIDATED COMMUNICATIONS (844) 908-7224
MUNICIPALITY
KEARNEY CITY HALL (816) 628-6142
KEARNEY CITY WATER DEPT. (816) 628-4805
MISSOURI GAS ENERGY (816) 756-5252
LEGEND
CABLE TV PEDESTAL
POWER POLE
GUY ANCHOR
ELECTRICAL MANHOLE
ELECTRICAL TRANSFORMER
GAS METER
CURB INLET
SANITARY SEWER MANHOLE
SANITARY CLEANOUT
LIGHT POLE
BORING HOLE
SIGN
TELEPHONE PEDESTAL
TRAFFIC MANHOLE
UTILITY EASEMENT
SANITARY EASEMENT
BUILDING LINE
SIDEWALK
RIGHT-OF-WAY
FIRE HYDRANT
WATER METER
FIBER OPTIC LINE
FIRE PROTECTION LINE
GAS LINE
OVER HEAD ELECTRIC
OVER HEAD TELEPHONE
RIGHT-OF-WAY LINE
SANITARY SEWER
UNDERGROUND ELECTRIC
UNDERGROUND TELECOM
WATER LINE
UTILITY EASEMENT
BUILDING LINE
CENTERLINE ROADS
PLAT BOUNDARY
EX. SANITARY SEWER
EX. STORM SEWERS
PROPOSED STORM SEWERS
PROPOSED CONTOURS
EX. CONTOURS
LEGAL DESCRIPTION
ALL OF LOT 2 AND LOT 3 AS PLATTED IN THE ORIGINAL TOWN OF KEARNEY.
FLOODPLAIN
THE SUBJECT PROPERTY SURVEYED IS LOCATED WITHIN ZONE (X), AREAS OF MINIMAL FLOODING per FEMA FIRM PANEL NO. 29095C0017G, EFFECTIVE DATE: AUGUST 3, 2009.
SCALE: 1 INCH = 30 FEET
ALC
ATLAS LAND CONSULTING
CLINT LOUMASTER, PE
PRELIMINARY PLAT
CLEAR CREEK TOWNHOMES
102 LAWRENCE STREET
KEARNEY, MISSOURI
PREPARED FOR:
Hite Development, LLC
PROJECT #: 26-379
ISSUE DATE: 08/14/2026
SHEET NAME
Preliminary Plat
1 of 1



LANDSCAPE NOTES

CONTRACTOR REQUIRED TO LOCATE ALL UTILITIES BEFORE INSTALLATION TO BEGIN.

Contractor shall verify all landscape material quantities and shall report any discrepancies to the Landscape Architect prior to installation.

No plant material substitutions are allow without Landscape Architect or Owners approval.

Contractor shall guarantee all landscape work and plant material for a period of one year from date of acceptance of the work by the Owner. Any plant material which dies during the one year guarantee period shall be replaced by the contractor during normal planting seasons.

Contractor shall be responsible for maintenance of the plants until completion of the job and acceptance by the Owner.

Successful landscape contractor shall be responsible for design that complies with minimum irrigation requirements, and installation of an irrigation system. Irrigation system to be approved by the owner before starting any installation.

All plant material shall be specimen quality stock as determined in the "American Standards For Nursery Stock" published by The American Association of Nurserymen, free of plant diseases and pest, of typical growth of the species and having a healthy, normal root system.

Sizes indicated on the plant list are the minimum, acceptable size. In no case will sizes less than specified be accepted.

All shrub beds within lawn areas to receive a manicured edge.

All shrub beds shall be mulched with 3" of shredded cedar mulch.

All sod areas to be fertilized & sodded with a Turf-Type-Tall Fescue seed blend.

All seed areas shall be hydro-seeded with a Turf-Type-Tall Fescue seed blend.

Tree List

Symbol	Quantity	Common Name	Botanical Name	Size	Condition	Spacing
	5	October Glory Maple	Acer Rubrum 'October Glory'	2" cal	BB	As Shown
	6	Swamp White Oak	Quercus Bicolor	2" cal	BB	As Shown
	27	Canaert Juniper	Juniperus Virginiana 'Canaertii'	6' hgt	BB	As Shown
	6	Amur Maple	Acer Ginnala 'Flame'	1 1/2'cal	BB	As Shown
	6	Prairiefire Crabapple	Malus Sp. 'Priariefire'	1 1/2'cal	BB	As Shown

8-5-26

DATE: 8-5-26

CLEAR CREEK TOWNHOMES
KEARNEY, MO

LANDSCAPE PLAN

OCHS LAND PLANNING
101 LAKE FOREST
BONNER SPRINGS, KS 66012
913.963.4378 glenochs76@gmail.com

SHEET L1



a3G architects
110 North Main Street
Liberty, Missouri 64068
p 816.561.6330
www.a3garchitects.com
3AG Architects, LLC
Missouri Certificate of Authority:
#A-014000783
STATE OF MISSOURI
AIMEE D. GRAY
NUMBER A-2007035924
ARCHITECT
16 August 2025
Aimee D. Gray - Architect
Missouri License # A-2007035924
CIVIL ENGINEER
Atlas Land Consulting
10500 Parallel Road, Unit B
Bonner, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
[illegible]
Liberty, Missouri 64068
[illegible]

ISSUED FOR:
Planning and Zoning 14 August 2026

Building Type A Typical Exterior Elevations

A2.0

Project Number: 25.035 Copyright 2025 A3G Architects ©2025 A3G Architects

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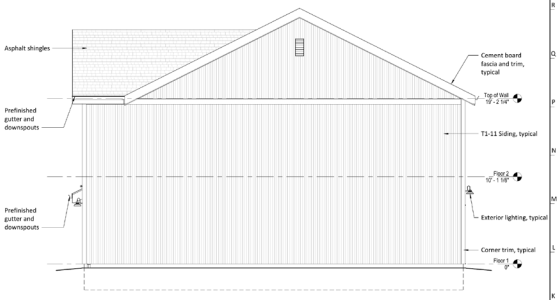
J1 Building Type A Front Exterior 3D View



J12 Buildling Type A Typical Side Exterior Elevation

A1.1 1/4" = 1'-0"



A1 Building Type A Rear Exterior 3D View

a3G architects
110 North Main Street
Liberty, Missouri 64068
p 816.561.5330
www.a3garchitects.com

3AG Architects, LLC
Missouri Certificate of Authority:
#A-014000783

STATE OF MISSOURI
AIMEE D. GRAY
NUMBER A-2007035924
ARCHITECT
16 August 2026

Aimee D. Gray - Architect
Missouri License # A-2007035924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit B
Basehor, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
Hite Development Group
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning	16 August 2026

Building Type A Typical Exterior Elevations

A2.1

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ISSUED FOR:
Planning and Zoning — 14 August 2026

Building Type B Typical Exterior Elevations

A2.2

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Existing conditions at corner or Jefferson Street and Lawrence Street
Example of proposed townhomes at corner of Jefferson Street and Lawrence Street. Image for reference only
J1 Rendered Design Inspiration
Not to Scale
Composite shingles
LP SmartSide fascia and trim, typical
Top of Wall 19' - 2 1/4"
LP SmartSide board and batten siding, typical
Exterior lighting, typical
Floor 2 10' - 1 1/8"
Prefinished metal gutter and downspout, typical
LP SmartSide lap siding, typical
Floor 1 0'
Slab on grade
J11 Building Type B Side Exterior Elevation
A1.1 1/4" = 1'-0"
E1 Building Type B Front Exterior 3D View
A1 Building Type B Rear Exterior 3D View
A11 Building Type B Street Side Exterior Elevation
A1.1 1/4" = 1'-0"
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102 W Lawrence
Kearney, Missouri 64060
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Planning and Zoning 14 August 2026
Building Type B Typical Exterior Elevations
A2.3
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STATE OF MISSOURI
AIMEE D. GRAY
NUMBER A-2007035924
ARCHITECT
14 August 2026

Aimee D. Gray - Architect
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Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
Kearney, Missouri
Liberty, Missouri 64068
(O) 305-7030

ISSUED FOR:
Planning and Zoning 14 August 2026

Building Type C Typical Exterior Elevations

A2.4

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Existing conditions along Jefferson Street
Example of proposed townhomes along Jefferson street. Image for reference only
J1 Rendered Design Inspiration
Not to Scale
Composite shingles
Gable vent
LP SmartSide fascia and trim, typical
Top of Wall 19' - 2 5/8"
LP SmartSide T1-11 Siding, typical
Prefinished gutter and downspouts
Floor 2 10' - 1 5/8"
Exterior lighting, typical
Floor 1 0"
J12 Building Type C Exterior Side Elevation
A1.1 1/4" = 1'-0"
E1 Building Type C Front Exterior 3D View
Gable vent
Composite shingles
LP SmartSide fascia and trim, typical
Top of Wall 19' - 2 5/8"
LP SmartSide board and batten siding, typical
Floor 2 10' - 1 5/8"
Exterior lighting
Prefinished metal gutter and downspout, typical
Cement board lap siding, typical
Floor 1 0"
A1 Building Type C Rear Exterior 3D View
A12 Building Type C Exterior Street Side Elevation
A1.1 1/4" = 1'-0"
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Hite Development
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Planning and Zoning 14 August 2026
Plan C Typical Exterior Elevations
A2.5
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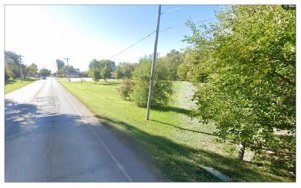
Existing Site Photo:
North View at Jefferson and Lawrence



Existing Site Photo:
North View at Lawrence



Existing Site Photo:
South View at Jefferson



Rendered view at site
Not an exact model. Image for reference only



Rendered view at site
Not an exact model. Image for reference only



Rendered view at site
Not an exact model. Image for reference only

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NOT FOR CONSTRUCTION

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ELECTRICAL ENGINEER
Architectural Engineering Consortium
13800 East 40th Place South
Independence, Missouri 64055
816.833.6500

Clear Creek Townhomes
102 W Lawrence
Kearney, Missouri 64060

Hite Development
[illegible]
Liberty, Missouri 64068
[illegible]

ISSUED FOR:
Planning and Zoning — 10 August 2026

Existing Photos and 3D Views

A8

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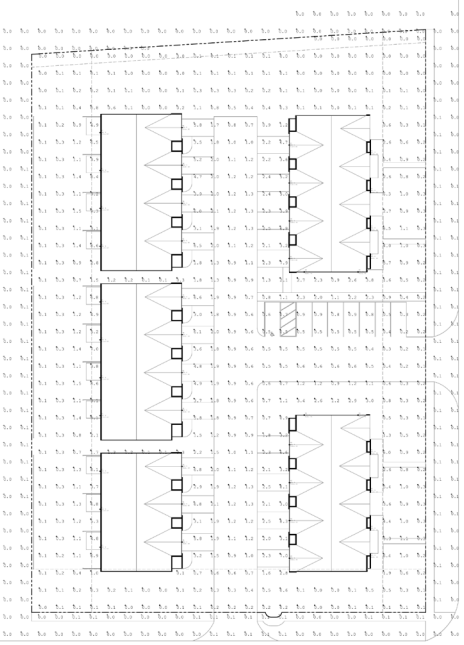

PHOTOMETRIC SITE PLAN

1" = 20'-0"

HGX
A complete security floodlighting solution

TYPE 'W1'

Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
	22	HGX LED 29K 40K @2750 120 MO WH M2	Single	HGX LED 29K 40K @2750 120 MO WH M2	W1	1.000	2800	25.74	1981.08	9

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OVERSIZE PROPERTY LINE	Illuminance	FC	0.04	0.1	0.0	N.A.	N.A.
SITE	Illuminance	FC	1.31	9.3	0.0	N.A.	N.A.

HITE DEVELOPMENT
KEARNEY, MISSOURI

AEC
ARCHITECTURAL ENGINEERING CONSORTIUM, INC

JOB NO.: 260480
DATE: 08/01/2026
REVISIONS:

DESIGNED BY: SMD
DRAWN BY: SMD
CHECKED BY: MDW
SHEET NO.:

E100

K-353 REDEVELOPMENT CORPORATION
TAX IMPACT ANALYSIS - RESIDENTIAL (LEVEL C)
Hite Development LLC (Clear Creek Townhomes Project)

SECTION A. ASSUMPTIONS

SECTION 1 **PROPERTY**

Property Address	Parcel #	Current Market Value (2026)	Class	Current Assessed Valuation (AV)
102 W Lawrence St.	7808000201800	$ 142,000	19%	$ 26,984
	7808000201900			

SECTION 2 **TAX LEVIES**

2025 Tax Levies		353 POLICY
Kearney School District	$ 4.6192	$ 4.6192
Kearney Fire Protection District	$ 0.9735	$ 0.4868
City of Kearney	$ 0.5264	$ 0.5264
Handicap Workshop	$ 0.0969	$ 0.0969
Clay County	$ 0.1310	$ 0.1310
Mental Health	$ 0.0808	$ 0.0808
Public Health	$ 0.0808	$ 0.0808
Midcontinent Public Library	$ 0.2911	$ 0.2911
State Blind Pension Fund	$ 0.0300	$ 0.0300
Replacement Tax	$ -	$ -
Total	6.8297	6.3430

SECTION 3 **Improvements Impact to Market Value:** Market value will increase 100% of the total cost of improvements

SECTION 4 **Estimated Improvements:**

Estimated Cost of Improvements	Estimated Market Value of Improvements	Estimated AV of Improvements
$ 3,910,215	$ 3,910,215	$ 742,941

SECTION 5 **Abatement Term:** **Level C- 100% Tax Abatement For 15 Years**

SECTION 6 **Inflation per year:** 2%

	Current Market Value	Estimated Market Value of Improvements	Estimated Market Value with Improvements
1	$ 142,000	$ 3,910,215	**$ 4,052,215**
2	$ 144,840	$ 3,988,419	**$ 4,133,259**
3	$ 147,737	$ 4,068,188	**$ 4,215,924**
4	$ 150,692	$ 4,149,551	**$ 4,300,243**
5	$ 153,705	$ 4,232,542	**$ 4,386,248**
6	$ 156,779	$ 4,317,193	**$ 4,473,973**
7	$ 159,915	$ 4,403,537	**$ 4,563,452**
8	$ 163,113	$ 4,491,608	**$ 4,654,721**
9	$ 166,376	$ 4,581,440	**$ 4,747,816**
10	$ 169,703	$ 4,673,069	**$ 4,842,772**
11	$ 173,097	$ 4,766,530	**$ 4,939,627**
12	$ 176,559	$ 4,861,861	**$ 5,038,420**
13	$ 180,090	$ 4,959,098	**$ 5,139,188**
14	$ 183,692	$ 5,058,280	**$ 5,241,972**
15	$ 187,366	$ 5,159,446	**$ 5,346,812**

SECTION B. **Estimated taxes without the improvement projects**

Tax Year	Tax Amount
1	$ 1,843
2	$ 1,843
3	$ 1,917
4	$ 1,917
5	$ 1,995
6	$ 1,995
7	$ 2,075
8	$ 2,075
9	$ 2,159
10	$ 2,159
11	$ 2,246
12	$ 2,246
13	$ 2,337
14	$ 2,337
15	$ 2,431
TOTAL	$ 31,574

Section D **Estimated abated taxes with the improvement projects**

Tax Year	Tax Abatement Amount	
1	$ 46,993	
2	$ 47,970	
3	$ 48,892	
4	$ 49,908	
5	$ 50,907	
6	$ 51,924	
7	$ 52,922	
8	$ 54,022	
9	$ 55,060	
10	$ 56,204	
11	$ 57,284	
12	$ 58,475	
13	$ 59,599	
14	$ 60,837	
15	$ 62,006	
TOTAL	$ 812,962	20.79%

Section E **Estimated taxes with the improvement projects without abatement**

Tax Year	Tax Amount
1	$ 52,583
2	$ 53,635
3	$ 54,708
4	$ 55,802
5	$ 56,918
6	$ 58,056
7	$ 59,217
8	$ 60,402
9	$ 61,610
10	$ 62,842
11	$ 64,099
12	$ 65,381
13	$ 66,688
14	$ 68,022
15	$ 69,383
TOTAL	$ 909,345

Section F **Tax Abatement Amount - All Taxing Jurisdictions**

Taxing Entity	Kearney School District	Kearney Fire Protection District	City of Kearney	Handicap Workshop	Clay County	Mental Health	Public Health	Midcontinent Public Library	State Blind Pension Fund	Replacement Tax	Total
% of tax rate	72.8242%	7.6739%	8.2990%	1.5277%	2.0653%	1.2739%	1.2739%	4.5893%	0.4730%	0.0000%	100.0002%
1	$34,222.31	$3,606.20	$3,899.95	$717.91	$970.55	$598.64	$598.64	$2,156.65	$222.28	$0.00	$46,993.13
2	$34,933.59	$3,681.15	$3,981.01	$732.83	$990.72	$611.09	$611.09	$2,201.48	$226.90	$0.00	$47,969.85
3	$35,604.89	$3,751.89	$4,057.51	$746.92	$1,009.76	$622.83	$622.83	$2,243.78	$231.26	$0.00	$48,891.66
4	$36,344.91	$3,829.87	$4,141.84	$762.44	$1,030.74	$635.77	$635.77	$2,290.42	$236.06	$0.00	$49,907.83
5	$37,043.32	$3,903.47	$4,221.43	$777.09	$1,050.55	$647.99	$647.99	$2,334.43	$240.60	$0.00	$50,866.88
6	$37,813.24	$3,984.60	$4,309.17	$793.24	$1,072.39	$661.46	$661.46	$2,382.95	$245.60	$0.00	$51,924.11
7	$38,539.87	$4,061.17	$4,391.96	$808.49	$1,092.99	$674.17	$674.17	$2,428.74	$250.32	$0.00	$52,921.90
8	$39,340.90	$4,145.57	$4,483.26	$825.29	$1,115.71	$688.18	$688.18	$2,479.22	$255.52	$0.00	$54,021.84
9	$40,096.89	$4,225.24	$4,569.42	$841.15	$1,137.15	$701.41	$701.41	$2,526.86	$260.43	$0.00	$55,059.95
10	$40,930.27	$4,313.06	$4,664.39	$858.63	$1,160.79	$715.99	$715.99	$2,579.38	$265.85	$0.00	$56,204.33
11	$41,716.80	$4,395.94	$4,754.02	$875.13	$1,183.09	$729.74	$729.74	$2,628.95	$270.95	$0.00	$57,284.37
12	$42,583.85	$4,487.30	$4,852.83	$893.32	$1,207.68	$744.91	$744.91	$2,683.59	$276.59	$0.00	$58,474.98
13	$43,402.16	$4,573.53	$4,946.08	$910.49	$1,230.89	$759.23	$759.23	$2,735.16	$281.90	$0.00	$59,598.66
14	$44,304.24	$4,668.59	$5,048.88	$929.41	$1,256.47	$775.01	$775.01	$2,792.00	$287.76	$0.00	$60,837.37
15	$45,155.61	$4,758.30	$5,146.90	$947.27	$1,280.62	$789.90	$789.90	$2,845.66	$293.29	$0.00	$62,006.44
TOTAL	$592,032.84	$62,385.87	$67,467.69	$12,419.62	$16,790.10	$10,356.32	$10,356.32	$37,309.25	$3,845.31	$0.00	$812,963.30

Section G **Estimated Taxes - All Taxing Jurisdictions**

Taxing Entity	Kearney School District	Kearney Fire Protection District	City of Kearney	Handicap Workshop	Clay County	Mental Health	Public Health	Midcontinent Public Library	State Blind Pension Fund	Replacement Tax	Total
% of tax rate	67.6340%	14.2539%	7.7075%	1.4188%	1.9181%	1.1831%	1.1831%	4.2623%	0.4393%	0.0000%	100.0000%
1	$1,246.26	$3,878.91	$142.02	$26.14	$35.34	$21.80	$21.80	$78.54	$8.09	$0.00	$5,458.92
2	$1,246.26	$3,951.24	$142.02	$26.14	$35.34	$21.80	$21.80	$78.54	$8.09	$0.00	$5,531.24
3	$1,296.61	$4,035.62	$147.76	$27.20	$36.77	$22.68	$22.68	$81.71	$8.42	$0.00	$5,679.46
4	$1,296.61	$4,110.87	$147.76	$27.20	$36.77	$22.68	$22.68	$81.71	$8.42	$0.00	$5,754.71
5	$1,348.99	$4,198.06	$153.73	$28.30	$38.26	$23.60	$23.60	$85.01	$8.76	$0.00	$5,908.91
6	$1,348.99	$4,276.95	$153.73	$28.30	$38.26	$23.60	$23.60	$85.01	$8.76	$0.00	$5,987.20
7	$1,403.49	$4,368.29	$159.94	$29.44	$39.80	$24.55	$24.55	$88.45	$9.12	$0.00	$6,147.63
8	$1,403.49	$4,449.74	$159.94	$29.44	$39.80	$24.55	$24.55	$88.45	$9.12	$0.00	$6,229.08
9	$1,460.19	$4,544.77	$166.40	$30.63	$41.41	$25.54	$25.54	$92.02	$9.48	$0.00	$6,395.99
10	$1,460.19	$4,629.51	$166.40	$30.63	$41.41	$25.54	$25.54	$92.02	$9.48	$0.00	$6,480.73
11	$1,519.18	$4,728.38	$173.12	$31.87	$43.08	$26.57	$26.57	$95.74	$9.87	$0.00	$6,654.39
12	$1,519.18	$4,816.54	$173.12	$31.87	$43.08	$26.57	$26.57	$95.74	$9.87	$0.00	$6,742.56
13	$1,580.56	$4,919.40	$180.12	$33.16	$44.82	$27.65	$27.65	$99.61	$10.27	$0.00	$6,923.23
14	$1,580.56	$5,011.13	$180.12	$33.16	$44.82	$27.65	$27.65	$99.61	$10.27	$0.00	$7,014.96
15	$1,644.41	$5,118.15	$187.40	$34.50	$46.64	$28.77	$28.77	$103.63	$10.68	$0.00	$7,202.93
TOTAL	$21,354.99	$67,038.14	$2,433.59	$447.98	$605.63	$373.56	$373.56	$1,345.79	$138.71	$0.00	$94,111.94

SECTION H. **After Abatement Term is Over**

	Current Market Value	Estimated Market Value of Improvements	Estimated Market Value with Improvements
16	$ 191,113	$ 5,262,634	**$ 5,453,748**
17	$ 194,936	$ 5,367,887	**$ 5,562,823**
18	$ 198,834	$ 5,475,245	**$ 5,674,079**
19	$ 202,811	$ 5,584,750	**$ 5,787,561**
20	$ 206,867	$ 5,696,445	**$ 5,903,312**
21	$ 211,005	$ 5,810,374	**$ 6,021,378**
22	$ 215,225	$ 5,926,581	**$ 6,141,806**
23	$ 219,529	$ 6,045,113	**$ 6,264,642**
24	$ 223,920	$ 6,166,015	**$ 6,389,935**
25	$ 228,398	$ 6,289,335	**$ 6,517,733**
26	$ 232,966	$ 6,415,122	**$ 6,648,088**
27	$ 237,625	$ 6,543,425	**$ 6,781,050**
28	$ 242,378	$ 6,674,293	**$ 6,916,671**
29	$ 247,225	$ 6,807,779	**$ 7,055,004**
30	$ 252,170	$ 6,943,934	**$ 7,196,104**

Section I. **Additional Tax Amount Benefit Due To Improvement - All Taxing Jurisdictions**

Taxing Entity	Kearney School District	Kearney Fire Protection District	City of Kearney	Handicap Workshop	Clay County	Mental Health	Public Health	Midcontinent Public Library	State Blind Pension Fund	Replacement Tax	Total
% of tax rate	$ 4.6192	$ 0.9735	$ 0.5264	$ 0.0969	$ 0.1310	$ 0.0808	$ 0.0808	$ 0.2911	$ 0.0300	$ -	**1.000002**
16	$46,187.41	$9,734.03	$5,263.48	$968.90	$1,309.87	$807.92	$807.92	$2,910.71	$299.97	$0.00	$68,290.21
17	$47,111.15	$9,928.71	$5,368.75	$988.28	$1,336.07	$824.08	$824.08	$2,968.92	$305.97	$0.00	$69,656.01
18	$47,111.15	$9,928.71	$5,368.75	$988.28	$1,336.07	$824.08	$824.08	$2,968.92	$305.97	$0.00	$69,656.01
19	$49,014.45	$10,329.83	$5,585.64	$1,028.21	$1,390.04	$857.37	$857.37	$3,088.87	$318.33	$0.00	$72,470.12
20	$49,014.45	$10,329.83	$5,585.64	$1,028.21	$1,390.04	$857.37	$857.37	$3,088.87	$318.33	$0.00	$72,470.12
21	$50,994.63	$10,747.16	$5,811.30	$1,069.75	$1,446.20	$892.01	$892.01	$3,213.66	$331.19	$0.00	$75,397.91
22	$50,994.63	$10,747.16	$5,811.30	$1,069.75	$1,446.20	$892.01	$892.01	$3,213.66	$331.19	$0.00	$75,397.91
23	$53,054.81	$11,181.34	$6,046.08	$1,112.97	$1,504.63	$928.05	$928.05	$3,343.49	$344.57	$0.00	$78,443.98
24	$53,054.81	$11,181.34	$6,046.08	$1,112.97	$1,504.63	$928.05	$928.05	$3,343.49	$344.57	$0.00	$78,443.98
25	$55,198.23	$11,633.07	$6,290.34	$1,157.93	$1,565.42	$965.54	$965.54	$3,478.57	$358.49	$0.00	$81,613.12
26	$55,198.23	$11,633.07	$6,290.34	$1,157.93	$1,565.42	$965.54	$965.54	$3,478.57	$358.49	$0.00	$81,613.12
27	$57,428.23	$12,103.05	$6,544.47	$1,204.71	$1,628.66	$1,004.55	$1,004.55	$3,619.10	$372.98	$0.00	$84,910.29
28	$57,428.23	$12,103.05	$6,544.47	$1,204.71	$1,628.66	$1,004.55	$1,004.55	$3,619.10	$372.98	$0.00	$84,910.29
29	$59,748.34	$12,592.01	$6,808.87	$1,253.38	$1,694.46	$1,045.13	$1,045.13	$3,765.31	$388.04	$0.00	$88,340.67
30	$59,748.34	$12,592.01	$6,808.87	$1,253.38	$1,694.46	$1,045.13	$1,045.13	$3,765.31	$388.04	$0.00	$88,340.67
TOTAL	$791,287.08	$166,764.37	$90,174.38	$16,599.35	$22,440.81	$13,841.36	$13,841.36	$49,866.57	$5,139.12	$0.00	$1,169,954.40

CITY OF KEARNEY, MISSOURI

K-353 REDEVELOPMENT PLAN

LEVEL C "BUT-FOR" AFFIDAVIT

Project Name: Clear Creek Townhomes
Project Address: 102 W. Lawrence Street, Kearney, Missouri 64060
Applicant/Property Owner: Hite Development, LLC

AFFIDAVIT

STATE OF MISSOURI)
) ss.
COUNTY OF Clay)

I, Chris Hite, being first duly sworn, state as follows:

1. I am the Owner of **Hite Development, LLC** ("Applicant") and am authorized to make this Affidavit on behalf of the Applicant.

2. The Applicant has submitted an application to the City of Kearney, Missouri, requesting real property tax abatement pursuant to the City's **K-353 Redevelopment Plan Policy** for the redevelopment project known as **Clear Creek Townhomes**, located at **102 W. Lawrence Street, Kearney, Missouri** ("Redevelopment Project").

3. I am familiar with the Redevelopment Project, its anticipated costs, financing, development considerations, and the requested K-353 tax abatement.

4. The Applicant understands that the Redevelopment Project is being considered as a **Level C – Market Shifting Investment** under the K-353 Redevelopment Plan Policy and that Level C projects are subject to the Policy's "but-for" requirement.

5. Based upon the financial and economic circumstances of the Redevelopment Project, the Applicant **would not reasonably be anticipated to undertake the Redevelopment Project without the real property tax abatement available through the K-353 Redevelopment Plan.**

6. The requested tax abatement is a material consideration in the Applicant's decision to proceed with the Redevelopment Project and is necessary to support the economic feasibility of the project as proposed.

7. The Applicant understands that the City of Kearney, the K-353 Redevelopment Corporation Board of Directors, and the Board of Aldermen may rely upon the statements contained in this Affidavit when considering the Applicant's request for tax abatement.

8. The Applicant understands that submission of this Affidavit does not constitute approval of the requested incentive and that any tax abatement remains subject to review and approval in accordance with the K-353 Redevelopment Plan Policy and applicable City requirements.

Further Affiant sayeth not.

Printed Name: Chris Hite

Title: Owner

For: Hite Development, LLC

Date: 8/31/26

NOTARY ACKNOWLEDGMENT

Subscribed and sworn before me on this 31 **day of** Aug. 2026.

Notary Public

My Commission Expires: 4.4.27

Commission Number: 15687088

BRANDI N ATWELL
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
CLAY COUNTY
COMMISSION # 15687088
MY COMMISSION EXPIRES: 04/04/2027

BILL NO. 55-2026 ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CLEAR CREEK TOWNHOMES SITE PLAN.

WHEREAS, Hite Development Company has submitted a site plan proposing to construct the Clear Creek Townhomes project on approximately 1.74 acres located at the northwest corner of North Jefferson Street and West Lawrence Street; and

WHEREAS, at their November 9, 2026, meeting, the Planning & Zoning Commission recommended the site plan be approved by the Board of Aldermen, with conditions.

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

Section 1. The Kearney Board of Aldermen hereby approves the Clear Creek Townhomes site plan, as requested by Hite Development Company, attached hereto as **Exhibit A**, and incorporated into this Ordinance as if fully set forth herein, with the following conditions:

1. Submit revised site plan drawings, if necessary;
2. Complete access and stormwater modifications along Jefferson Street in compliance with MoDOT requirements;
3. Obtain city engineer approval of the stormwater report and detention basin design;
4. City engineer approval of site plan revisions and any changes, modifications, or alterations required by the same to the site plan or plat revisions;
5. Submit public improvement plans for water and sanitary sewer extensions, with installation of the improvements or approval of a performance guarantee required prior to recording the final plat;
6. Submit a final plat for review with recording required prior to issuance of a building permit;
7. Submit a city grading permit as part of the building permit;
8. Submit a DNR land disturbance permit, if required;
9. Install and maintain sediment and erosion controls during construction;
10. Install a key box, if required by the Kearney Fire & Rescue Protection District;
11. Submit a building permit application prior to construction;
12. Submit a sign permit prior to installation of signs; and
13. Develop the project in compliance with all codes, conditions, requirements, plans and payments of fees and taxes.

Section 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

REQUEST: **CLEAR CREEK TOWNHOMES – SITE PLAN**

APPLICANT: Chris & Chase Hite
Hite Development
1002 Maple Wood Drive
Liberty MO 64068
Phone: 816-305-7030

AGENT: Ashley Foland
A3G Architects
110 North Main Street
Liberty MO 64068
Phone: 816-581-6333

GENERAL DESCRIPTION: Hite Development proposes to construct the Clear Creek Townhomes project on 1.74 acres at the northwest corner of North Jefferson Street & Lawrence Street. The proposed project includes five (5) buildings containing approximately 19 dwelling units.

The site plan layout is consistent with the R-P-3 rezoning Concept Plan, which was approved to allow the townhomes to be further subdivided into individual units.

A copy of the site plan documents and building elevations is attached.

Future submittals will include public improvements plans for water and sanitary sewer extensions and a final plat. Recording of a final plat is required prior to issuance of a building permit. Submittal of public improvements plans and installation of public improvements or acceptance of a performance guarantee is required prior to recording the final plat and issuance of building permits.

K-353 PLAN: The property is located within the K-353 Redevelopment Plan boundary. The K-353 Board has considered an application requesting tax abatement for this project.

ZONING The subject property is zoned R-P-3 – Medium Density Residential Planned District.

FUTURE LAND USE MAP: The Future Land Use Map identifies multi-family residential as a potential development option for this property. The property is also located within the Downtown Overlay District, which permits multi-family residential uses.

SURROUNDING LAND USES:

AREA	ZONING	CURRENT USE	FUTURE LAND USE
North	C	single family dwelling	downtown overlay district
East	R-P-4	multi-family apartments	downtown overlay district
South	C	single-family dwelling	downtown overlay district
West	R-2	single-family dwellings	downtown overlay district

FLOODPLAIN INFORMATION: No portion of the property is within the regulatory floodplain, per the 2015 FEMA Flood Insurance Rate Map.

LAND DISTURBANCE: A city grading permit is required, with installation and maintenance of sediment & erosion controls throughout construction. Projects involving grading of more than one acre also require a Missouri DNR land disturbance permit.

STORMWATER:	Stormwater detention is required. A stormwater detention area is located along the north side of the property. The City Engineer has reviewed the revised stormwater report and detention basin design. Additional revisions are required before the stormwater design can be approved.
ACCESS:	Public streets are not proposed as part of the project. The plan includes a private drive with connections to Lawrence Street and Jefferson Street. The existing access to Jefferson Street will be modified and requires MoDOT approval.
SIDEWALKS:	An existing sidewalk is located along Lawrence Street. A 5' wide sidewalk is proposed along Jefferson Street, with internal sidewalks to access each unit.
SANITARY SEWER:	A city sanitary sewer line is located along West Lawrence Street. A public sanitary sewer main will be extended north to serve the proposed project, with separate service connections for each townhome. Submittal of public improvement plans is required. Installation of the sanitary sewer line, or approval of a performance guarantee, is required prior to recording the final plat and issuance of building permits.
WATER:	A city water line is located along West Lawrence Street. A public water main will be extended north to serve the proposed project, with separate water service connections for each townhome. Submittal of public improvement plans is required. Installation of the water line, or approval of a performance guarantee, is required prior to recording the final plat and issuance of building permits.
LANDSCAPE: BUFFER	A 35-foot landscape buffer is required along the west property line adjacent to single-family zoning. Existing trees within the buffer area will remain.
HOMEOWNERS': ASSOCIATION	A homeowners' association (HOA) document, including covenants and restrictions, will be submitted as part of the platting process to address ownership and maintenance of the common areas.
PARKING:	Parking requirements include a minimum of 1 garage space per townhome, which is provided. A small visitor parking area is located along the north side of the driveway connection to Jefferson Street.
SIGNAGE:	A monument sign is shown on the site plan at the corner of Jefferson and Lawrence Street. A sign permit is required prior to installation of signs.
SITE LIGHTING:	Code requires exterior lighting to be "…full cut-off or a shielded type, not allowing any upward distribution of light." Proposed lighting includes exterior lights at the front and back doors of each unit. No street light poles are proposed. A light fixture spec sheet is included on the lighting plan sheet.
KEARNEY FIRE & RESCUE:	The development is served by the Kearney Fire & Rescue Protection District. The district may require a keybox as part of the building permit.
FINAL PLAT:	The subject property consists of two unplatted tracts. A final plat is required to combine the properties into one lot and dedicate necessary utility easements. Recording of the final plat is required prior to issuance of a building permit.

ECOMMENDATION: Staff recommends approval of the Clear Creek Townhomes site plan, with the following conditions:

1. Submit revised site plan drawings, if necessary;
2. Complete access modifications along Jefferson Street in compliance with MoDOT requirements;
3. Obtain city engineer approval of the stormwater report and detention basin design;
4. City engineer approval of site plan revisions and any changes, modifications, or alterations required by the same to the site plan or plat revisions;
5. Submit public improvement plans for water and sanitary sewer extensions, with installation of the improvements or approval of a performance guarantee required prior to recording the final plat;
6. Submit a final plat for review with recording required prior issuance of a building permit,
7. Submit a city grading permit as part of the building permit;
8. Submit a DNR land disturbance permit, if required;
9. Install and maintain sediment and erosion controls during construction;
10. Install a key box, if required by the Kearney Fire & Rescue Protection District;
11. Submit a building permit application prior to construction;
12. Submit a sign permit prior to installation of signs; and
13. Develop the project in compliance with all codes, conditions, requirements, plans and payments of fees and taxes.

Sample Motion: "I move that the Planning & Zoning Commission recommend the Board of Aldermen approve the Clear Creek Townhomes site plan, with the conditions recommended by staff."

Site plan applications are forwarded to the Board of Aldermen for review and consideration.


SITE
North Jefferson Street / 33 Highway
West Lawrence Street
N

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060



CIVIL

C1.0	Preliminary Plat
L1.0	Landscape Plan

ARCHITECTURAL

A2.0	Buillding Type A Typical Exterior Elevations
A2.1	Building Type A Typical Exterior Elevations
A2.2	Building Type B Typical Exterior Elevations
A2.3	Building Type B Typical Exterior Elevations
A2.4	Building Type C Typical Exterior Elevations
A2.5	Building Type C Typical Exterior Elevations
A8	Existing Photos and 3D Views

ELECTRICAL

E1.0	Site Photometrics

ARCHITECT
A3G Architects
110 North Main Street
Liberty, Missouri 64068
816.581.6330

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

ELECTRICAL ENGINEER
Architectural Engineering Consortium
15800 East 45th Place South
Independence, Missouri 64055
816.833.6550

ISSUED FOR:

Planning and Zoning	14 August 2026

C:\Users\AshleyFoland\A3G Architects\A3G Architects - Documents\A3G Projects\Clear Creek Townhomes\102 W Lawrence 2026\Drawings\HD Site Plan.rvt

Project Number: 26.035

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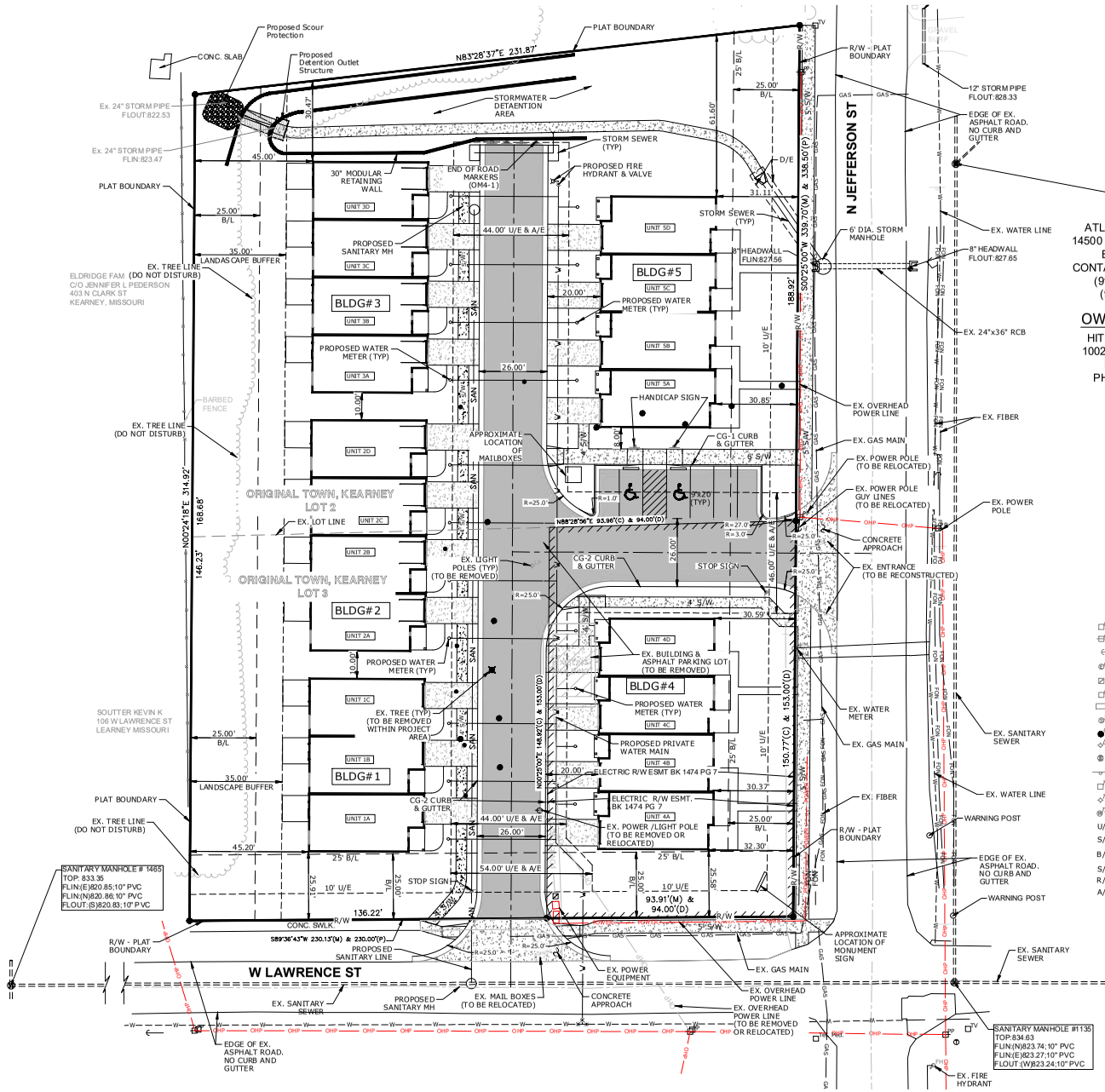


UTILITIES

THE INFORMATION CONCERNING LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON WHICH MAY OR MAY NOT VISIBLE FROM THE SURFACE, HAS BEEN BASED ON THE BEST INFORMATION AVAILABLE TO ALC. THESE LOCATIONS ARE NOT TO BE INTERPRETED AS COMPLETE OR EXACT AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

Missouri One Call 811

CAUTION!
Numerous Utilities on Site. Contractor to verify location and elevation of all utilities prior to commencing construction.

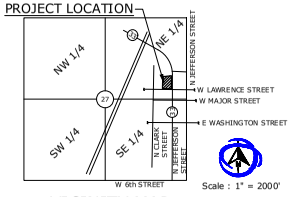
ENGINEER

ATLAS LAND CONSULTING
14500 PARALLEL ROAD, UNIT R
BASEHOR, KS 66007
CONTACT - CLINT LOUMASTER
(913) 662-5050 (OFFICE)
(913) 449-5002 (CELL)

OWNER/DEVELOPER

HITE DEVELOPMENT, LLC
1002 MAPLE WOODS DRIVE
LIBERTY, MO 64068
PHONE - (816) 305-7030

PROJECT LOCATION



VICINITY MAP

SECTION 27, TOWNSHIP 53N, RANGE 31W

UTILITY CONTACTS

ELECTRIC SERVICE	PLATTE-CLAY ELECTRIC COOPERATIVE (816) 628-6033	TELECOMMUNICATIONS	T-MOBILE (816) 826-9669
			CONSOLIDATED COMMUNICATIONS (844) 968-7224
MUNICIPALITY	KEARNEY CITY HALL (816) 628-4142		
	KEARNEY CITY WATER DEPT. (816) 628-4805		
	MISSOURI GAS ENERGY (816) 756-5252		

LEGEND

CATV Ped.	CABLE TV PEDESTAL	F.H.	FIRE HYDRANT
P.P.	POWER POLE	W.M.	WATER METER
	GUY ANCHOR	FO	FIBER OPTIC LINE
EMH	ELECTRICAL MANHOLE	FP	FIRE PROTECTION LINE
	ELECTRICAL TRANSFORMER	G	GAS LINE
G.M.	GAS METER	OHP	OVER HEAD ELECTRIC
	CURB INLET	OHT	OVER HEAD TELEPHONE
SSMH	SANITARY SEWER MANHOLE		RIGHT-OF-WAY LINE
C.O.	SANITARY CLEANOUT	SAN	SANITARY SEWER
L.P.	LIGHT POLE	UE Elec	UNDERGROUND ELECTRIC
	BORING HOLE	UGT	UNDERGROUND TELECOM
	SIGN	W	WATER LINE
Tel. Ped.	TELEPHONE PEDESTAL		UTILITY /ACCESS EASEMENT
T.S.	TRAFFIC SIGNAL POST		BUILDING LINE
TRMH	TRAFFIC MANHOLE		CENTERLINE ROADS
U/E	UTILITY EASEMENT		PLAT BOUNDARY
S/E	SANITARY EASEMENT		EX. SANITARY SEWER
B/L	BUILDING LINE		EX. STORM SEWERS
S/W	SIDEWALK		PROPOSED STORM SEWERS
R/W	RIGHT-OF-WAY	824	PROPOSED CONTOURS
A/E	ACCESS EASEMENT	824	EX. CONTOURS
			Asphalt Street
			Concrete Sidewalk & Concrete Approach

LEGAL DESCRIPTION

ALL OF LOT 2 AND LOT 3 AS PLATTED IN THE ORIGINAL TOWN OF KEARNEY.

FLOODPLAIN

THE SUBJECT PROPERTY SURVEYED IS LOCATED WITHIN ZONE (X), AREAS OF MINIMAL FLOODING per FEMA FIRM PANEL NO. 20091C0017G, EFFECTIVE DATE: AUGUST 3, 2009.

20 10 0 20
SCALE: 1 INCH = 20 FEET

ALC
ATLAS LAND CONSULTING
14500 Parallel Road, Unit R, Basehor KS 66007

CLINT LOUMASTER, PE

SITE PLAN

CLEAR CREEK TOWNHOMES
102 LAWRENCE STREET
KEARNEY, MISSOURI

NO.	DATE	REVISION
1	9/08/26	CITY COMMENTS
2	10/30/26	CITY COMMENTS

PREPARED FOR:
Hite Development, LLC
1002 Maple Woods Drive
Liberty, Mo. 64068

PROJECT #: 26-379
ISSUE DATE: 10/06/2026

SHEET NAME
Site Plan

C1

11/16/2026 Aldermen Meeting Packet, Page 90

11/2/2026 9:13 AM CLINTLOUMASTER
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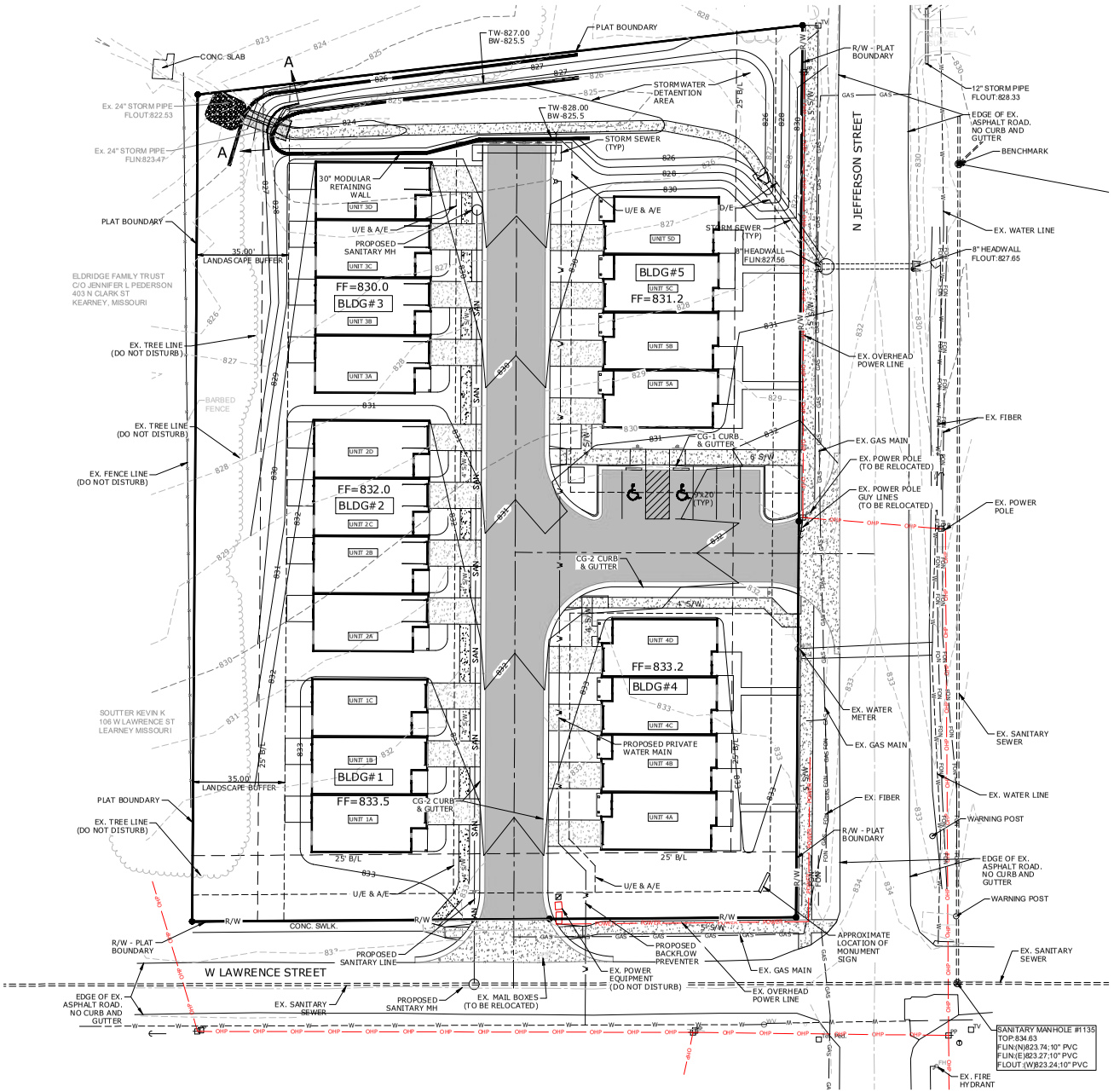


UTILITIES

THE INFORMATION CONCERNING LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON WHICH MAY OR MAY NOT VISIBLE FROM THE SURFACE, HAS BEEN BASED ON THE BEST INFORMATION AVAILABLE TO ALC. THESE LOCATIONS ARE NOT TO BE INTERPRETED AS COMPLETE OR EXACT AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

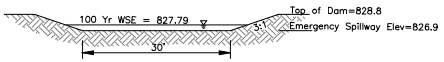
Missouri One Call 811

CAUTION!

Numerous Utilities on Site. Contractor to verify location and elevation of all utilities prior to commencing construction.

LEGEND

- 1010 — Proposed Grades
- 1008 — Existing Grades
- Proposed Storm Sewers
- Asphalt Street
- Concrete Sidewalk



SECTION A-A

SCALE: 1 INCH = 20 FEET

ALC
ATLAS LAND CONSULTING
Civil Engineering & Land Development
14500 Parallel Road, Unit K, Basehor KS 66007

CLINT LOUMASTER, PE

SITE PLAN

CLEAR CREEK TOWNHOMES
102 LAWRENCE STREET
KEARNEY, MISSOURI

NO.	BY	DATE	REVISION
		9/08/26	CITY COMMENTS
		10/30/26	CITY COMMENTS

PREPARED FOR:
Hite Development, LLC
1002 Maple Woods Drive
Liberty, Mo. 64068

PROJECT #: 26-379
ISSUE DATE: 10/06/2026

SHEET NAME
Grading Plan

C2

10/30/2026 9:50 AM CLINTLOUMASTER
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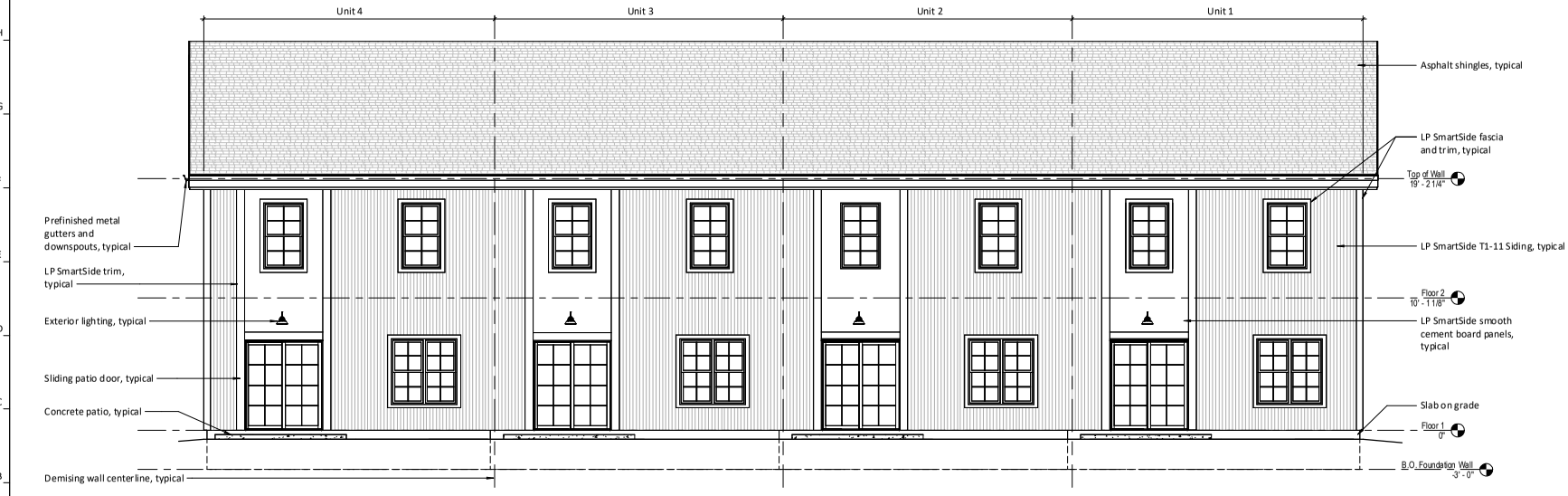
J1 Building Type A Front Exterior Elevation

A1.1 1/4" = 1'-0"



A1 Building Type A Rear Exterior Elevation

A1.1 1/4" = 1'-0"

a3G architects
110 North Main Street
Liberty, Missouri 64068
p 816.581.6330
www.a3garchitects.com

3AG Architects, LLC
Missouri Certificate of Authority:
#A-014000783

STATE OF MISSOURI
AIMEE D. GRAY
NUMBER A-2007019924
ARCHITECT

14 August 2026

Aimee D. Gray - Architect
Missouri License #A-2007019924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning 14 August 2026

Building Type A Typical Exterior Elevations

A2.0

Project Number: 26.035

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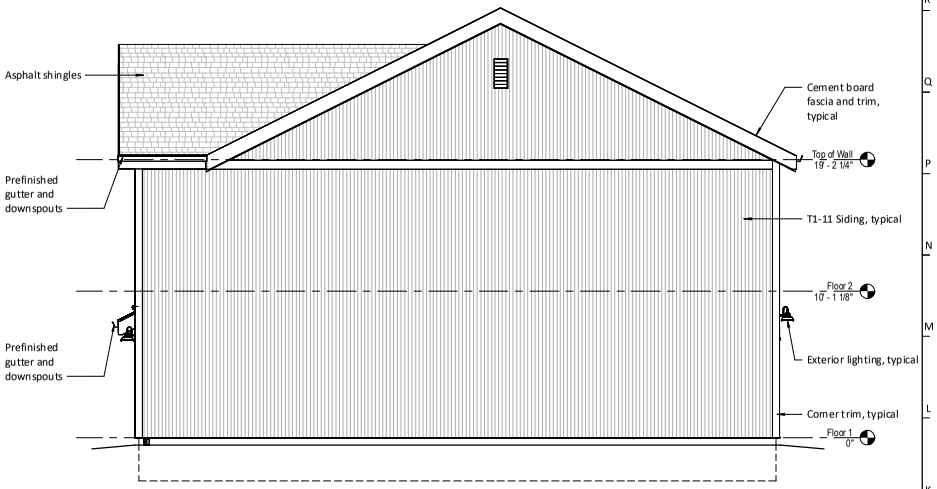
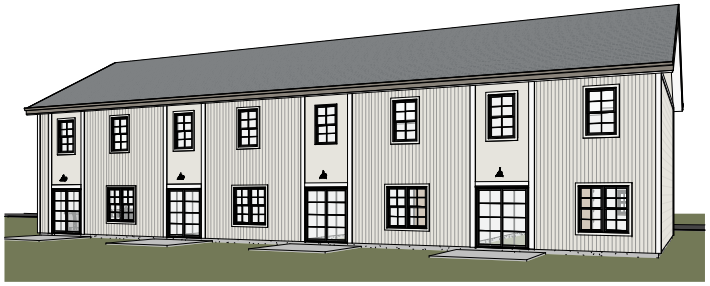
J1 Building Type A Front Exterior 3D View



J12 Buildling Type A Typical Side Exterior Elevation

A1.1 1/4" = 1'-0"



A1 Building Type A Rear Exterior 3D View

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Liberty, Missouri 64068
p 816.581.6330
www.a3garchitects.com

3AG Architects, LLC
Missouri Certificate of Authority:
#A-014000783

AIMEE D. GRAY
NUMBER A-2007119924
ARCHITECT
STATE OF MISSOURI

14 August 2026

Aimee D. Gray - Architect
Missouri License #A-2007019924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning 14 August 2026

Building Type A Typical Exterior Elevations

A2.1

Project Number: 26.035

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11/10/2026 3:55:49 PM
102 W Lawrence 2026\Kearney\Townhomes



J1 Building Type B Front Exterior Elevation

A1.1 1/4" = 1'-0"



A1 Building Type B Rear Exterior Elevation

A1.1 1/4" = 1'-0"

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Liberty, Missouri 64068
p 816.581.6330
www.a3garchitects.com

3AG Architects, LLC
Missouri Certificate of Authority:
#A-014000783

STATE OF MISSOURI
AIMEE D. GRAY
NUMBER A-2007119924
ARCHITECT

14 August 2026

Aimee D. Gray - Architect
Missouri License #A-2007019924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning 14 August 2026

Building Type B Typical Exterior Elevations

A2.2

Project Number: 26.035

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J:\Projects\2026\26.035 Clear Creek Townhomes\Drawings\01 Sheets\26.035 A2.2 Building Type B Typical Exterior Elevations.pln 8/14/2026 2:02:02 PM Lawrence W



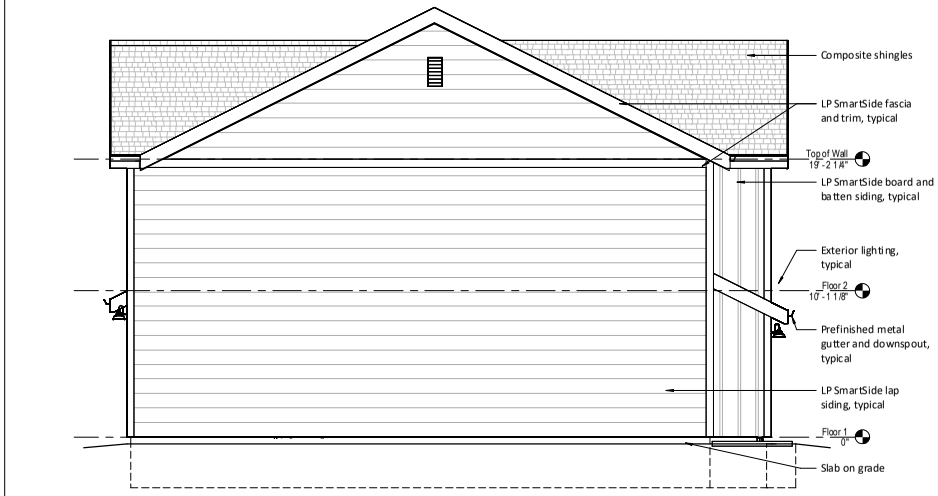
Existing conditions at corner or Jefferson Street and Lawrence Street



Example of proposed townhomes at corner of Jefferson Street and Lawrence Street. Image for reference only

J1 Rendered Design Inspiration

Not to Scale



J11 Building Type B Side Exterior Elevation

A1.1 1/4" = 1'-0"



E1 Building Type B Front Exterior 3D View



A1 Building Type B Rear Exterior 3D View



A11 Building Type B Street Side Exterior Elevation

A1.1 1/4" = 1'-0"

a3G architects
110 North Main Street
Liberty, Missouri 64068
p 816.581.6330
www.a3garchitects.com

3AG Architects, LLC
Missouri Certificate of Authority: #A-014000783

STATE OF MISSOURI AIMEE D. GRAY NUMBER A-2007019924 ARCHITECT

14 August 2026

Aimee D. Gray - Architect
Missouri License #A-2007019924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning 14 August 2026

Building Type B Typical Exterior Elevations

A2.3

Project Number: 26.035

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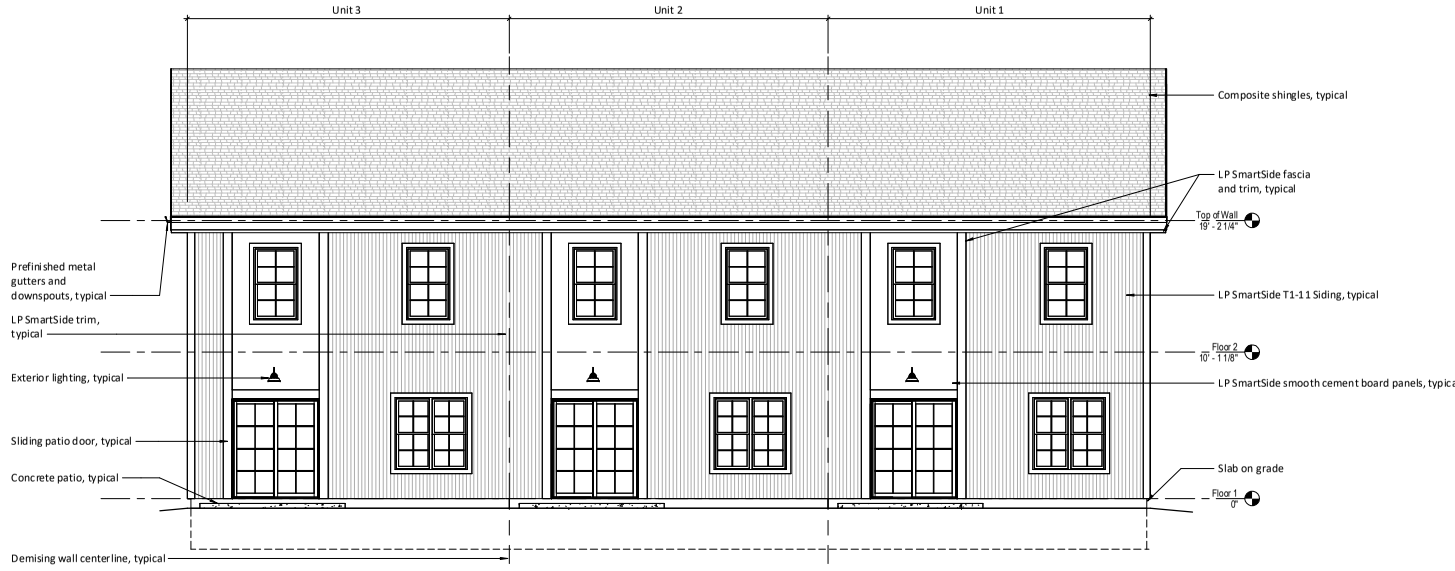
J1 Building Type C Front Exterior Elevation

A1.1 1/4" = 1'-0"



A1 Building Type C Rear Exterior Elevation

A1.1 1/4" = 1'-0"

a3G architects
110 North Main Street
Liberty, Missouri 64068
p 816.581.6330
www.a3garchitects.com

3AG Architects, LLC
Missouri Certificate of Authority:
#A-01400783

STATE OF MISSOURI
AIMEE D. GRAY
NUMBER A-2007119924
ARCHITECT

14 August 2026

Aimee D. Gray - Architect
Missouri License #A-2007019924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning 14 August 2026

Building Type C Typical Exterior Elevations

A2.4

Project Number: 26.035

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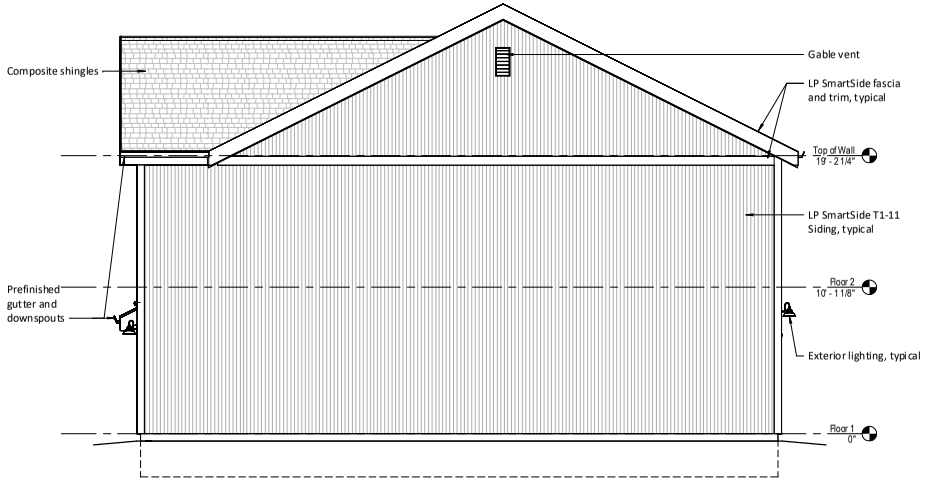
Existing conditions along Jefferson Street



Example of proposed townhomes along Jefferson street. Image for reference only

J1 Rendered Design Inspiration

Not to Scale



J12 Building Type C Exterior Side Elevation

A1.1 1/4" = 1'-0"



E1 Building Type C Front Exterior 3D View



A1 Building Type C Rear Exterior 3D View



A12 Building Type C Exterior Street Side Elevation

A1.1 1/4" = 1'-0"

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ARCHITECT
STATE OF MISSOURI

14 August 2026

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913.702.5053

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:

Planning and Zoning 14 August 2026

Plan C Typical Exterior Elevations

A2.5

Project Number: 26.035

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Lawrence W 102\Townhomes\Clear Creek Townhomes 102 W Lawrence 2026.rvt
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Aldermen Meeting Packet, Page 97



Existing Site Photo:
North View at Jefferson and Lawrence



Existing Site Photo:
North View at Lawrence



Existing Site Photo:
South View at Jefferson



Rendered view at site
Not an exact model. Image for reference only



Rendered view at site
Not an exact model. Image for reference only



Rendered view at site
Not an exact model. Image for reference only

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NOT FOR CONSTRUCTION

Aimee D. Gray - Architect
Missouri License #A-2007019924

CIVIL ENGINEER
Atlas Land Consulting
14500 Parallel Road, Unit R
Basehor, Kansas 66007
913.702.5053

ELECTRICAL ENGINEER
Architectural Engineering Consortium
15800 East 45th Place South
Independence, Missouri 64055
816.833.6550

Clear Creek Townhomes

102 W Lawrence
Kearney, Missouri 64060

Hite Development
1002 Maple Woods Drive
Liberty, Missouri 64068
816.305.7030

ISSUED FOR:
Planning and Zoning 14 August 2026

Existing Photos and 3D Views

A8

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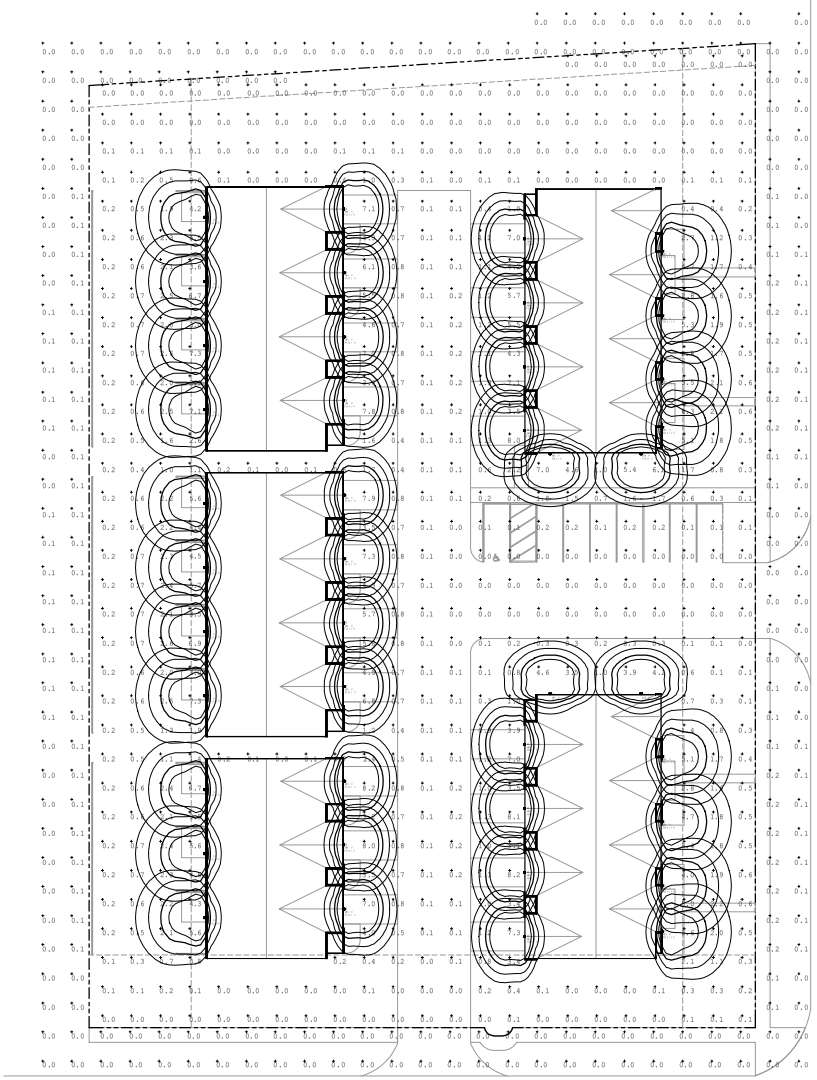
I:\Projects\Townhomes\102 W Lawrence 2026\Drawings\HD Site Plan.rvt
11/10/2026 Aldermen Meeting Packet, Page 98



PHOTOMETRIC SITE PLAN

1" = 20'-0"



WDGE1 LED
Architectural Wall Sconce

TYPE 'W1'

Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
⊡	42	WDGE1 LED P2 40K 80CRI VF	Single	WDGE1 LED P2 40K 80CRI VF	W1	1.000	1979	15.0178	630.748	9

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
OUTSIDE PROPERTY LINE	Illuminance	Fc	0.04	0.2	0.0	N.A.	N.A.
SITE	Illuminance	Fc	1.18	8.2	0.0	N.A.	N.A.

HITE DEVELOPMENT

KEARNEY, MISSOURI

AEC
ARCHITECTURAL ENGINEERING CONSORTIUM, INC
MECHANICAL ● ELECTRICAL ● PLUMBING
STRUCTURAL ● FIRE PROTECTION
WWW.AECONSORTIUM.COM
13400 EASTWOOD SOUTH
INDEPENDENCE, MO 64055
P: 816-833-6550
ELECTRICAL DESIGN
STEVE BUSCHBURN
816-833-6550

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JOB NO.:	26048B
DATE:	11/06/2026
REVISIONS:	
DESIGNED BY:	SWB
DRAWN BY:	SWB
CHECKED BY:	MBW
SHEET NO.	E100

11/6/2026 Aldermen Meeting Packet, Page 99

BILL NO. 56-2026 ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A CONTRACT WITH THE UNIVERSITY OF CENTRAL MISSOURI FOR A REIMBURSABLE FEDERAL AWARD FOR THE HOLIDAY IMPAIRED DRIVING CAMPAIGN.

WHEREAS, the Kearney Police Department applied for a grant award to fund costs related to impaired driving enforcement offered through the University of Central Missouri Traffic Safety Center; and

WHEREAS, of the total $2,000.00 requested, the Kearney Police Department has been awarded $2,000.00 of funds with no subrecipient match requirement through award SAF266-0167; and

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of Kearney to accept these funds and use them towards enforcement activities during this enforcement campaign.

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

Section 1: The Board of Aldermen hereby approves the University of Central Missouri Safety Center award SAF266-0167 in substantially the form attached as **Exhibit A** and incorporated into this ordinance as if fully set forth herein.

Section 2: The Police Chief is authorized to sign the award contract on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after the date of its passage and approval.

APPROVED AND ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

University of Central Missouri
Subaward: Holiday Impaired Driving

Pass-Through Entity (PTE): University of Central Missouri – Missouri Safety Center	***Subrecipient:*** *Kearney Police Dept.*
PTE Principal Investigator: Joanne Kurt-Hilditch, Director, Missouri Safety Center	***Subrecipient Principal Investigator (PI):*** *Kearney Police Dept.*
PTE UEI Number: *J5HWZ6H6UAK5*	***Subrecipient UEI Number:*** *C2DCVJ8DX687*
PTE FEIN: *44-6000293*	***Subrecipient FEIN:*** *43-0814866*
Subaward Number: *SAF266-0167* ***Assistance Listing:*** *20.607*	***State Awarding Agency:*** MO Dept. of Transportation – Highway Safety & Traffic
PTE State Award No: **27-ENF_AL-03-044**	***Federal Awarding Agency:*** US Department of Transportation
Project Title: **Enforcement – Holiday Impaired Driving**	
Subaward Period of Performance: *Award Start:* **11/25/26** *Award End:* **01/01/27**	***Subaward Type:*** Reimbursable ***Subaward Value:*** **$2000**
Signature of Authorized Official of PTE (UCM): Kathryn Schnakenberg Printed Name: Kathryn Schnakenberg Date: 10/8/26	**Signature** of Authorized Official of Subrecipient (Agency): Printed Name: Date:
Title: Assistant Director, Sponsored Programs & Research Integrity	Title:
UCM Project Address: Missouri Safety Center Attn: Enforcement Coordinator Humphreys, 213 Warrensburg, MO 64093 Phone: 660-543-4392 Fax: 660-543-4078 **Email: mscenforcements@ucmo.edu**	**Signature** of Enforcement Administrator of Subrecipient: Printed Name: Date: Agency Address: Agency Phone: Agency Email:

TERMS & CONDITIONS:

The parties to this contract do mutually agree to the following terms and conditions as outlined in this document and corresponding attachments, including the prime award and any prime award amendments.

1. Reimbursable Award: The University of Central Missouri (UCM) hereby awards a cost reimbursable contract of up to **$2000**to the **Kearney Police Dept.**to support officer overtime on the **Holiday Impaired Driving.** In its performance of work under the terms of this agreement, Agency shall be an independent entity and not an employee or agent of UCM.

2. Certifications: By checking the below certifications, you are agreeing to compliance with certifications outlined in the Primary Award Agreement (Attachment B).

- ☐ Our agency certifies that it follows *Section XX Drug Free Workplace Act of 1988 (41 U.S.C. 8103).*
- ☐ Our agency certifies that it complies with *XXXI Certification of Conflict of Interest Conditions.*
- ☐ Our agency certifies that it complies with the *Hatch Act (5 U.S.C. 1501-1508).*
- ☐ Our agency certifies that it complies with *XXII Certification Regarding Federal & XXIII Restrictions on State Lobbying.*
- ☐ Our agency certifies that it complies with *XXIV Certification Regarding Debarment and Suspension.*
- ☐ Our agency certifies that it complies with *XXVI Prohibition on using grant funds to check for Helmet usage.*

3. Reporting and Monitoring Requirements: All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Agency.
The Agency shall permit monitoring by the State or appropriate federal agency representatives and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for three years following the end date of this contract. Record retention is required for purposes of Federal examination and audit. All invoicing and reporting will follow the guidelines and restrictions as set out in the attached statement of work and contract. By signing this form, Agency agrees to abide by the terms set forth in the statement of work.

4. Revisions and Amendments: Matters concerning the technical performance of this agreement, not cost extensions, a request or negotiation of any changes in terms, conditions, or amounts should be directed to the UCM principal investigator, as noted in this contract. Any changes made to this agreement require the written approval of each party's Authorized Official.

5. Indemnification: Each party shall be responsible for damages resulting from the wrongful or negligent acts or omissions of each respective party's employees, agents, and/or representatives for risks, losses, and circumstances occurring during or arising out of the scope of work in this agreement. University of Central Missouri does not waive its sovereign immunity as provided by RSMo Section 537.600, nor did any of the protections afford it as a quasi-public body of the State of Missouri. The University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provision of RSMo Section 537.600.

6. Non-Supplanting Certification: The agency affirms that the federal funds will not be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds. Only eligible officer overtime will be reimbursable through this contract.

7. Project Description & Total Amount of Federal Pass-Through to PTE:
Through management of the DWI overtime enforcement campaigns, provide targeted law enforcement agencies with the resources to fund full, part-time and reserve officer overtime pay for their DWI enforcement and special mobilization efforts. These resources will be in the form of sub-award grants to law enforcement agencies identified by Missouri's Department of Transportation - Highway Safety Traffic Division (HSTD). The total amount of the Federal pass-through funding to PTE is $486,365.50.

8. Termination of Agreement for cause: Either party may terminate this agreement with thirty (30) days written notice to the appropriate party's principal investigator. If applicable, the University shall pay Agency for termination costs as allowable under OMB 2 CFR Parts 200 and 1201.

9. Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

10. Attachments:

Attachment A: Statement of Work and Notice of Eligibility

Attachment B: Primary contract between the Missouri Highways and Transportation Commission & University of Central Missouri/Missouri Safety Center. Attachment B is also available electronically, with any amendments, through a shared folder.

Attachment C: Certifications and Assurances for Fiscal Year 2027 Highway Safety Grants (Appendix A to Part 1300)

Attachment A:
Statement of Work and Notice of Eligibility
Holiday Impaired Driving Campaign

The Highway Safety & Traffic Division – Missouri Department of Transportation (MoDOT) has identified **Kearney Police Dept.** as eligible to participate in the **Holiday Impaired Driving Campaign**. Those officers conducting Standardized Field Sobriety Testing MUST have 24 hours of SFST training to participate in Grant Funded Enforcement efforts. Full-time, part-time and reserve officers are eligible to participate in overtime enforcement campaigns. Part-time and reserve officers must have the same authority as a full-time permanent officer.

Through the University of Central Missouri Subaward Agreement (here after referred to as Subaward Agreement), a maximum reimbursable amount of **$Kearney Police Dept.** has been designated for actual officer overtime salary and fringe benefits dedicated to enforcement activities during this enforcement campaign.

Participation in **Holiday Impaired Driving Campaign** requires your agency to:

1. Complete the sections of the University of Central Missouri Subaward Agreement:
    - TWO DIFFERENT (required) signatures. These are typically the Chief, Sheriff or Authorized Official AND the Enforcement Administrator for your agency.
    - Agency Contact Information to include: Address, Phone and Email
2. The TWO signatures on the submitted Subaward Agreement must match the two required signatures on the Overtime Enforcement Manpower Report Form. If the signatures are different a memo must be included with the Overtime Enforcement Manpower Report Form explaining the reason for the difference.
    - Therefore, if the person who signed as the Authorizing Official on the Subaward Agreement also works the enforcement campaign a different authorizing official would need to sign the Overtime Enforcement Manpower Report Form then a memo must be submitted explaining the reason for the difference in signatures between the Subaward Agreement and the Overtime Enforcement Manpower Report Form. The Authorizing Official cannot certify/approve THEIR-OWN hours worked.
3. Return the signed Subaward Agreement no later than [November 18, 2026] to ***Enforcement Coordinator:***
    - Scan then Email to: mscenforcements@ucmo.edu or
    - Fax to: 660-543-4078
4. Upon receipt of the completed Subaward Agreement, your agency will receive an ***email message*** from ***Enforcement Coordinator*** which will include the following enforcement documents:
    - Pre and Post News Release Examples
    - Overtime Enforcement Manpower Report Form
    - Enforcement Reimbursement Check List
    - Highway Safety Campaign Letter to include the On-Line Mobilization Reporting Instructions
5. Upon campaign completion below items must be completed and submitted to the Missouri Safety Center **NO LATER THAN February 15, 2027.** Reports submitted after **February 15, 2027** may **not** be reimbursed:
    - Missouri Safety Center - Overtime Enforcement Manpower Report Form
    - Signatures on Subaward Agreement **MATCH** signatures on Manpower Report, if not, a memo indicating why the signatures are different
    - Copies of the salary earnings or salary verification statement showing that the individual(s) who worked the enforcement received payment. This should be an **agency generated payroll report** to include a check date
    - Online reporting of citations has been submitted to Highway Safety (https://mobilization.rejis.org/)

On behalf of the Missouri Department of Transportation's Highway Safety & Traffic Division and the Missouri Safety Center, we appreciate your willingness to assist in making our roadways safer for all.

BILL NO. 57-2026 ORDINANCE NO. _____

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN HOMELAND SECURITY INVESTIGATIONS AND THE KEARNEY POLICE DEPARTMENT FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND.

WHEREAS, the Board of Aldermen recognizes the importance of disrupting criminal activity along the I-35 corridor and supporting coordinated law enforcement efforts to address such activity; and

WHEREAS, Homeland Security Investigations (HSI), Kansas City, and the Kearney Police Department desire to establish an agreement for participation in joint investigations and law enforcement operations; and

WHEREAS, the Kearney Police Department may provide personnel and other resources to assist HSI with joint investigations and law enforcement operations; and

WHEREAS, the parties wish to formalize their respective responsibilities and procedures for participation in these joint operations and the reimbursement of eligible expenses through the Treasury Forfeiture Fund;

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

Section 1. The Memorandum of Understanding between Homeland Security Investigations (HSI), Kansas City, and the Kearney Police Department for the reimbursement of joint operations expenses, attached hereto and incorporated herein as **Exhibit A**, is hereby approved.

Section 2. The Police Chief is hereby authorized to execute the Memorandum of Understanding and take such actions as necessary to carry out its provisions.

APPROVED AND ADOPTED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HOMELAND SECURITY INVESTIGATIONS AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Kearney, MO Police Department and Homeland Security Investigations (HSI), SAC Kansas City the purpose of the reimbursement of costs incurred by the Kearney, MO Police Department in providing resources to joint operations/ task forces.

Payments may be made to the extent they are included in the HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9705, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9705.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by HSI SAC Kansas City with the participation of the Kearney, MO Police Department , and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Kearney, MO Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Kearney, MO Police Department shall provide the HSI SAC Kansas City with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Kearney, MO Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI SAC Kansas City , performed by its officer(s) assigned to this joint operation. In addition, the may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the HSI SAC Kansas City .
   The Kearney, MO Police Department may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. Reimbursement payments **will not be made by check.** To receive reimbursement payments, the Kearney, MO Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6650 Telecom Dr.
   INDIANAPOLIS, IN 46278

   If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Kearney, MO Police Department must submit to HSI SAC Kansas City the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Kearney, MO Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

6. The Kearney, MO Police Department will submit all requests for the reimbursement of joint operations' expenses to:

HSI SAC Kansas City

at the following address: 4100 N Mulberry Dr Kansas City MO 64116

Attn. SLOT Coordinator

Phone: (816) 584-1054

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors.
The Kearney, MO Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the HSI SAC Kansas City and the Kearney, MO Police Department , and is not intended to confer any right or benefit to any private person or party.

Signatures:

_____	_____
Title:	Title:
Homeland Security Investigations Kansas City	Kearney, MO Police Department
Date:_____	Date:_____

BILL NO. 58-2026 ORDINANCE NO._____

AN ORDINANCE APPROVING THE SHOPPES AT KEARNEY 1ST PLAT, LOT 3G SITE PLAN AS SUBMITTED BY LES SCHWAB TIRE CENTER.

WHEREAS, Les Schwab Tire Center has submitted a site plan proposing to construct a 9,872 sf building and associated improvements on Lot 3G, Shoppes at Kearney;

WHEREAS, the Les Schwab Tire Center site plan was approved on May 19, 2025, as Ordinance 1631-2025; and

WHEREAS, at their November 9, 2026, meeting, the Planning & Zoning Commission recommended the site plan be reapproved by the Board of Aldermen, with conditions.

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

Section 1. The Kearney Board of Aldermen hereby approves the Shoppes at Kearney 1st Plat, Lot 3G site plan, as requested by Les Schwab Tire Center, attached hereto as **Exhibit A**, and incorporated into this Ordinance as if fully set forth herein, with the following conditions:

1. Submit revised drawings, if necessary;
2. City engineer approval of site plan revisions and any changes, modifications, or alterations required by the same to the site plan revisions;
3. Submit a copy of the Mo DNR Land Disturbance permit; if required;
4. Install and maintain sediment & erosion controls throughout construction;
5. Install a key box, if required by the Kearney Fire & Rescue Protection District;
6. Submit a building permit application prior to construction;
7. Submit a sign permit application prior to sign installation;
8. Develop the project in compliance with all codes, conditions, requirements, plans, and payments of fees and taxes.

Section 2. That this Ordinance shall be in full force and effect from and the date of its passage and approval.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 16th DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

City of Kearney

Memo

To: Planning & Zoning Commission

From: David Pavlich, Community Development Director

Date: November 9, 2026

Re: Les Schwab Tire Center, Shoppes at Kearney Lot 3G – Site Plan Reapproval

---

Dan McGhee, Lamp Rynearson, representing Les Schwab Tire Center, requests re-approval of the previously approved site plan. The site plan was originally approved by the Planning & Zoning Commission and Board of Aldermen in May 2025. Site plan approval is valid for one (1) year. Staff approved a six-month extension through November 2026.

The applicant has indicated that they have adjusted their Missouri and Kansas store opening targets to 2028. They also considered a slightly smaller store for the Kearney location but have decided to proceed with the originally approved building. A copy of the request letter is attached.

Staff recommends approval of the site plan with the following conditions, matching those of the original approval:

1. Submit revised drawings, if necessary;
2. City engineer approval of site plan revisions and any changes, modifications, or alterations required by the same to the site plan revisions;
3. Submit a copy of the Mo DNR Land Disturbance permit; if required;
4. Install and maintain sediment & erosion controls throughout construction;
5. Install a key box, if required by the Kearney Fire & Rescue Protection District;
6. Submit of a building permit application prior to construction;
7. Submit a sign permit application prior to sign installation;
8. Develop the project in compliance with all codes, conditions, requirements, plans, and payments of fees and taxes.

Sample Motion: "I move that the Planning & Zoning Commission recommend the Board of Aldermen approve the Shoppes at Kearney Lot 3G site plan, with conditions as recommended by staff."

This application will be forwarded to the Board of Aldermen for consideration.

LAMP RYNEARSON

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

October 21, 2026

David Pavlich
Community Development Director
City of Kearney
100 E. Washington Street
Kearney, MO 64060

Re: Les Schwab Tire Center – Site Plan
Lot 3G, Shoppes at Kearney 1st Plat, 830 Watson Dr
Site Plan Approval Extension Request

Dear Mr. Pavlich:

The Les Schwab Tire Center was previously permitted in 2025 as a 7-bay tire center, obtaining a recommendation of approval from Planning Commission on May 12, 2025, and Board of Aldermen approval on May 19, 2025. Site plan approval is valid for one year. A 6-month site plan approval extension request was formally submitted and granted by the Community Development Director, extending site plan approval to November 19, 2026. A site plan approval extension request is formally submitted for consideration by the Planning Commission and Board of Aldermen based on the following:

- Les Schwab decided to shift back Missouri and Kansas store openings until 2028. This is correlated to the number of store managers available, from Les Schwab's grow from within model.
- Les Schwab evaluated the permitted 7-bay store vs. a 6-bay store. The 7-bay store is desired at this location.

After approval of the site plan extension request, updated building permit drawings will be prepared and submitted to the City. The project will be issued to bidders in 2027 for 2027 construction.

Please contact me at dan.mcghee@lamprynearson.com or (816) 823-7239 should you have any questions or need additional information.

Sincerely,

LAMP RYNEARSON

Dan McGhee, P.E.
Private Practice Lead

cc: Project File
Eric Rouse, Director of Real Estate, Les Schwab
Zack Graham, P.E., Graham Engineering

L:\Engineering\0324154 Les Schwab 00222 Kearney MO\DOCUMENTS\LETTERS\2026.10.21 LSTC Kearney MO Site Plan Extension Request Letter.docx

REQUEST: **SHOPPES AT KEARNEY, LOT 3G – LES SCHWAB TIRE CENTER SITE PLAN**

APPLICANT: Eric Rouse
Les Schwab Tire Center
20900 Cooley Rd
Bend, OR 97701
Phone: 541-416-5629

AGENT: Dan McGhee
Lamp Rynearson
9001 State Line Rd, #200
Kansas City, MO 64114
Phone: 816-823-7239

GENERAL DESCRIPTION: Les Schwab Tire Center, represented by engineer Dan McGee with Lamp Rynearson, proposes to construct a 9,872 sf building with related improvements on Lot 3G in the Shoppes at Kearney. The site is 1.37 acres located on the west side of Watson Drive south of Club Car Wash and north of Holiday Inn Express.

The building includes a customer service area fronting Watson Drive with seven (7) vehicle bays facing the northeast. Building materials include precast concrete panels in multiple textures and colors. The customer service area includes windows, stone veneer wainscot, and canopy element above the windows and entry. The developer has reviewed and approved the design.

A copy of the site plan, building elevations, and architectural memo are attached.

The site is part of Shoppes at Kearney, Lot 3E. A final plat replat is also on tonight's agenda, which proposes to subdivide the property into three (3) lots.

The site is part of the 2009 Shoppes at Kearney Tax Increment Financing (TIF) Plan. A redevelopment agreement was approved in 2012 and the TIF project financing was activated in 2013. The area is also part of the 2013 Shoppes at Kearney Community Improvement District (CID).

TIF AGREEMENT: OCCUPANCY The TIF agreement requires the developer maintain an occupancy rate at least 80% of the leasable square footage as "…retail stores, fast food or sit-down restaurants, hotels, pharmacies, gas station or other businesses whose primary revenue generating activity generates sales tax revenues". Adding the proposed project, the development will include a compliant 84.8% occupancy rate, as shown in the following table, which lists compliant businesses "above the line":

Shoppes Location	SF	Cumulative SF	Cumulative %
Price Chopper	53,802	53,802	33.0%
QuikTrip	5,858	59,660	36.6%
Dairy Queen	2,603	62,263	38.2%
Holiday Inn	53,200	115,463	70.8%
La Fuente	5,400	120,863	74.2%
Les Schwab Tire Center	9,872	130,735	80.2%
Bldg H - Jimmy John	1,415	132,150	81.1%
Bldg I - Giambolvo's, Kaji	5,000	137,150	84.1%
Bldg J - AT&T	1,120	138,270	84.8%
Bldg H remainder*	9,565	147,835	90.7%

Bldg I remainder*	5,800	153,635	94.3%
Bldg J remainder*	3,680	157,315	96.5%
Club Car Wash	5,671	162,986	100.0%
TOTAL:	162,986		

(* includes vacant tenant spaces)

ZONING: C – General Commercial District

FUTURE LAND USE MAP: The Comprehensive Plan designates the property for commercial and high-density residential development.

SURROUNDING LAND USE:

AREA	ZONING	CURRENT USE	FUTURE LAND USE
North	C	Club Car Wash	comm/high density res
East	C	grocery, other commercial uses	comm/high density res
South	C	Holiday Inn Express	comm/high density res
West	C	I-35	comm/high density res

FLOOD INFORMATION: No portion of the subject property is located within the 100-year floodplain, per the Federal Insurance Administration's Flood Insurance Rate Map, Community Panel No. 29047C0151E, dated August 3, 2015.

IMPACT ON NEIGHBORHOOD: The project is located within an area zoned and being developed as commercial. Staff does not anticipate the project will have a negative impact on the surrounding area. The site is consistent with the approved Shoppes at Kearney plan.

LAND DISTURBANCE: A DNR land disturbance permit is required for grading of more than 1 acre. Installation and maintenance of sediment & erosion controls is required during construction.

ACCESS: A shared driveway will provide access to the property and adjacent Lot 3G. The final plat replat shows a cross access easement at this location. The back of the parking lot also shows a stub to the south, connecting to Lot 3H.

SANITARY SEWER: The project will access a an existing sanitary sewer service at the northeast corner of the property along Watson Drive. The plan includes an oil/grease separator located outside the north west garage bay.

WATER: The project is served by a City water line that runs along Watson Drive.

DRAINAGE: Existing detention basins serve the Shoppes at Kearney development and are located at the north end of the property along the back of Club Car wash, behind QuikTrip, and in front of Price Chopper. Drainage from the northern part of the site will be directed to a vegetated swale that leads to the basin behind Club Car Wash. The southern part of the site will drain to a vegetated swale and connect to stormwater facilities that lead to the basin in front of Price Chopper.

KEARNEY FIRE: The Kearney Fire & Rescue Protection District may require a key box be installed near the main entrance. Installation will be addressed as part of the building permit.

PARKING: The project proposes 31 standard parking spaces plus (2) ADA spaces for a total of 33 parking spaces. The number of spaces appears to meet code requirements.

SIDEWALKS: A 5' wide sidewalk will be installed along Watson Drive, with a sidewalk connection up to the building for pedestrian access.

LANDSCAPING: A landscape plan was submitted proposing deciduous trees and shrubs throughout the site. Proposed landscaping appears to meet code requirements.

BUFFERS: The site is surrounded by commercial zoning, so no landscape buffer is required.

SIGNAGE: Wall signs are proposed on each side of the building, as shown on the elevation drawings. A 7.5' tall monument sign is proposed at the entrance drive. Monument signs may have a sign face up to 50 square feet in area. A separate sign permit application is required prior to installation of signs.

SITE LIGHTING: Three LED light poles are proposed in the parking lot and exterior wall fixtures are proposed around the north, east and south sides of the building. Fixtures are designed to direct light downward, rather than outward. An exhibit showing the proposed fixtures is attached.

CROSS ACCESS: Cross access is encouraged, as a way for customers to patronize nearby businesses without being forced back out onto the street. A shared driveway will provide access to the property and adjacent Lot 3G. The final plat replat shows a cross-access easement at this location. The back of the parking lot also shows a stub to the south, connecting to Lot 3H.

RECOMMENDATION: Staff recommends approval of the Shoppes at Kearney Lot 3G – Les Schwab Tire Center site plan, with the following conditions:

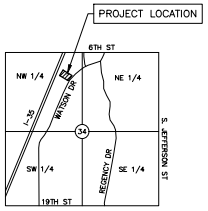
1. Submit revised drawings, if necessary;
2. City engineer approval of site plan revisions and any changes, modifications, or alterations required by the same to the site plan revisions;
3. Submit a copy of the Mo DNR Land Disturbance permit; if required;
4. Install and maintain sediment & erosion controls throughout construction;
5. Install a key box, if required by the Kearney Fire & Rescue Protection District;
6. Submit of a building permit application prior to construction;
7. Submit a sign permit application prior to sign installation;
8. Develop the project in compliance with all codes, conditions, requirements, plans, and payments of fees and taxes.

Sample Motion: "I move that the Planning & Zoning Commission recommend the Board of Aldermen approve the Shoppes at Kearney Lot 3G site plan, with conditions as recommended by staff."

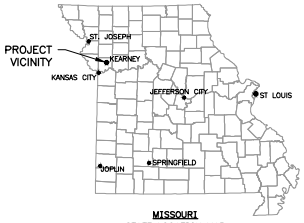
This application will be forwarded to the Board of Aldermen for consideration.


SITE
I-35
N
Watson Dr
SHOPPES AT KEARNEY 1ST PLAT REPLAT LT 2B
SHOPPES AT KEARNEY 1ST PLAT REPLAT LT 2
110
35

SITE DEVELOPMENT PLAN
LES SCHWAB TIRES - STORE NO. 00222
VICINITY OF 800 WATSON DRIVE
CITY OF KEARNEY, CLAY COUNTY, MISSOURI
LAMP RYNEARSON NO. 0324154



SECTION MAP
S34-T53N-R31W
SCALE: 1" = 2000'



MISSOURI
STATE LOCATION MAP

MISSOURI811

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE ALL FACILITIES ARE SHOWN OR THAT THE LOCATION, DEPTH, AND SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION. COORDINATE NECESSARY RELOCATIONS WITH UTILITY COMPANIES.

UTILITY CONTACTS

WATER/SEWER
CITY OF KEARNEY
100 E WASHINGTON STREET
KEARNEY, MO 64060
(816) 365-1992
ATTN: DONNIE SMITH
DSMITH@KEARNEYMO.US

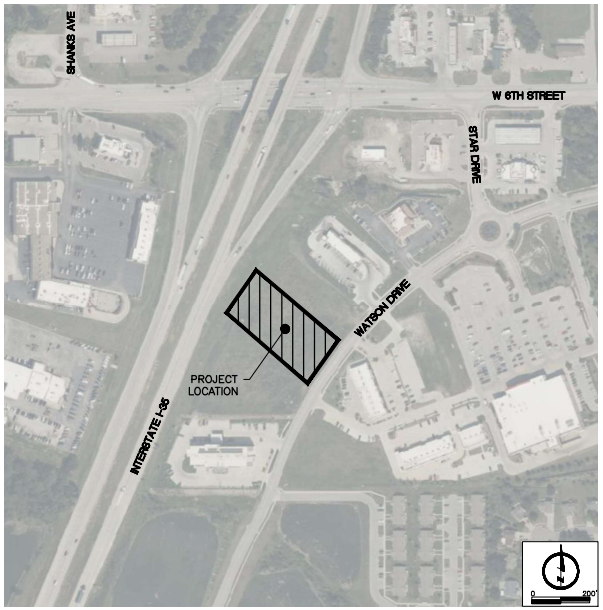
SPIRE GAS SERVICE
7500 E 35TH TERRACE
KANSAS CITY, MO 64129
(816) 509-4400
ATTN: CHRIS COLLINS
CHRIS.COLLINS@SPIREENERGY.COM

PLATTE-CLAY ELECTRIC COOPERATIVE
1000 W. 92 HWY
KEARNEY, MO 64060
(816) 628-3121
ATTN: JARED WOLTERS
JAREDW@PCEC.COOP

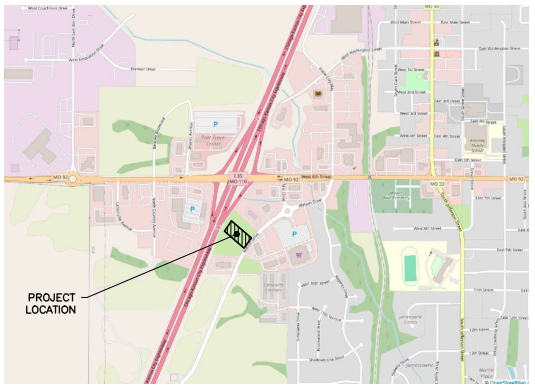
BRIGHTSPEED
(573) 230-7218
ATTN: WALTER S. MILLER
WALTER.S.MILLER@BRIGHTSPEED.COM

SPECTRUM
8221 W 119TH STREET
OVERLAND PARK, KS 66213
(816) 489-0957
ATTN: BRIAN BADE
BRIAN.BADE@CHARTER.COM

CONSOLIDATED COMMUNICATIONS
(816) 679-5510
ATTN: STEVE COLLINS
STEVE.COLLINS@CONSOLIDATED.COM



LOCATION MAP



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

01	COVER SHEET
02	EXISTING CONDITIONS PLAN
03	SITE PLAN
04	GRADING PLAN
05	UTILITY PLAN
06	LANDSCAPE PLAN
07	LANDSCAPE NOTES AND DETAILS

LEGAL DESCRIPTION

LOT 3G, SHOPPES AT KEARNEY 1ST PLAT REPLAT OF LOT 3E,
A SUBDIVISION IN THE CITY OF KEARNEY, CLAY COUNTY, MISSOURI

FLOOD ZONE

ZONE X
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), CLAY COUNTY MISSOURI AND INCORPORATED AREAS
MAP NUMBER 29047C0151E
MAP EFFECTIVE DATE: AUGUST 3, 2015
COMMUNITY: CITY OF KEARNEY, COMMUNITY NUMBER: 290095

APPROVALS

CITY OF KEARNEY – COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

KEARNEY FIRE & RESCUE PROTECTION DISTRICT _____ DATE _____

ACCEPTED:
THE CITY OF KEARNEY HEREBY ACCEPTS THESE PLANS AND SUPPORTING DOCUMENTS FOR CONSTRUCTION, AS BEING IN GENERAL COMPLIANCE WITH THE KEARNEY MUNICIPAL CODE. RESPONSIBILITY FOR COMPLETENESS AND ACCURACY OF THESE PLANS AND RELATED DESIGNS RESIDES SOLELY WITH THE ENGINEER OF RECORD AND ENGINEERING FIRM OF RECORD. THESE PLANS ARE VALID FOR A PERIOD OF ONE YEAR FROM THE DATE INDICATED BELOW, AFTER WHICH THE PLANS AUTOMATICALLY BECOME VOID.

LOREN SNYDER, P.E. _____ DATE _____
CITY ENGINEER

STATE OF MISSOURI
MARK DANIEL MCGHEE
NUMBER PE-2009019586
PROFESSIONAL ENGINEER
04-01-25

NOT RELEASED FOR CONSTRUCTION

PREPARED AND SUBMITTED BY:

ENGINEER:
LAMP RYNEARSON
9001 STATE LINE ROAD, SUITE 200
KANSAS CITY, MO 64114
CONTACT: DAN MCGHEE
(816) 361-0440
Dan.McGhee@lamprynearson.com

CLIENT:
LES SCHWAB WAREHOUSE CENTER, LLC
20900 COOLEY RD
BEND, OR 97701
CONTACT: ERIC ROUSE
REAL ESTATE DEVELOPMENT MANAGER
(541) 416-5629
Eric.Rouse@lesschwab.com

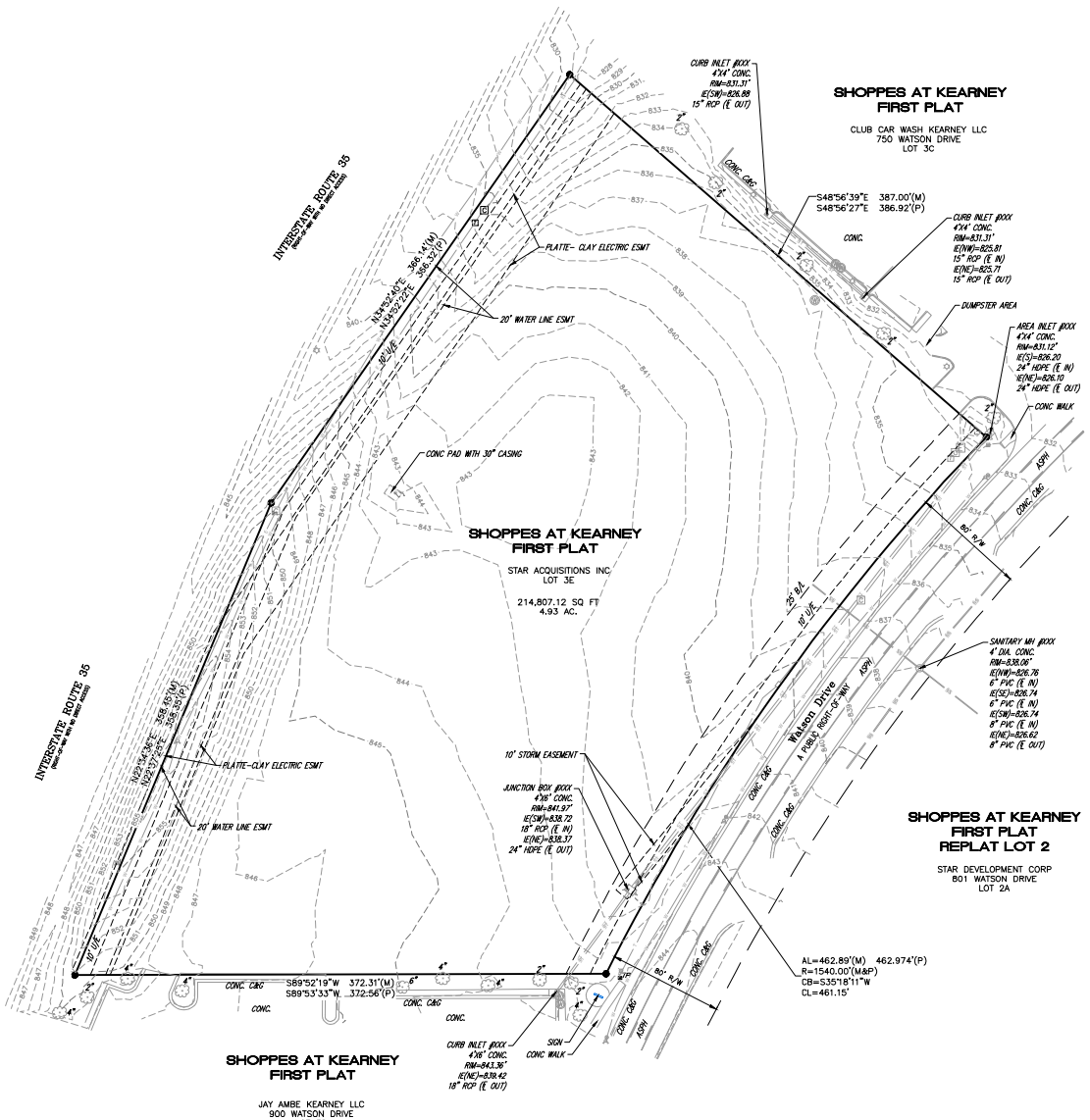
OWNER:
STAR ACQUISITIONS INC
244 W MILL ST STE 101
LIBERTY, MO 64068
CONTACT: TIM HARRIS
(816) 781-3322

LAMP RYNEARSON
OMAHA, NEBRASKA
14710 W. DODGE RD, STE. 100 (402)496.2498
FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970)226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440
LAMPRYNEARSON.COM

MISSOURI CERTIFICATE OF AUTHORITY NO. 2013011903

0324154 4/1/2025
LES SCHWAB TIRES - STORE NO. 00222 WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

11/16/2026 Aldermen Meeting Packet, Page 119



LEGEND

	PROPERTY LINE	CONC	CONCRETE
	LOT LINE	ASPH	ASPHALT
	SECTION LINE	MH	MANHOLE
	EASEMENT	FL	FLOWLINE
	RIGHT-OF-WAY	IE	INVERT ELEVATION
SS	SANITARY SEWER	RCP	REINFORCED CONCRETE PIPE
ST	STORM SEWER	PVC	POLYVINYL CHLORIDE
E E	ELECTRIC	(M)	MEASURED DIMENSION
G G	GAS	(R)	RECORD DIMENSION
W W	WATER	(CM)	COMPUTED FROM MEASUREMENTS
T T	TELEPHONE	R/W	RIGHT-OF-WAY
	TELEPHONE WARNING MARKER	L/E	LANDSCAPE EASEMENT
	TELEPHONE RISER	U/E	UTILITY EASEMENT
	TELEPHONE BOX		
	CABLE PULL BOX		
	ELECTRIC BOX		
	WATER VALVE		
	FIRE HYDRANT		
	STREET LIGHT		
	SANITARY MANHOLE		
	DECIDUOUS TREE		

LEGAL DESCRIPTION

LOT 3G, SHOPPES AT KEARNEY 1ST PLAT REPLAT OF LOT 3E,
A SUBDIVISION IN THE CITY OF KEARNEY, CLAY COUNTY, MISSOURI

UTILITY NOTES

1. THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (811) PRIOR TO ANY EXCAVATION ON THIS SITE.

FLOOD ZONE

ZONE X
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), CLAY COUNTY MISSOURI AND INCORPORATED AREAS
MAP NUMBER 29047C0151E
MAP EFFECTIVE DATE: AUGUST 3, 2015
COMMUNITY: CITY OF KEARNEY, COMMUNITY NUMBER: 290095

NOTE: TOPOGRAPHIC SURVEY WAS PERFORMED AND PREPARED BY ATLAS LAND CONSULTING

LAMP RYNEARSON
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD, STE 100 (402) 496.2498
NE AUTHORIZATION NO.: CA0155
FORT COLLINS, COLORADO
4715 INNOVATION DR, STE. 100 (970) 226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816) 361.1640
MO AUTH NO.: E-2010 (1900) LS-2010 (1901)

0 40' 80'

STATE OF MISSOURI
MARK DANIEL MUGHEE JR.
NUMBER PE-2009013999
DATE 4/30/2025
PROFESSIONAL ENGINEER

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MUGHEE JR.
MO PE - 2009013999

EXISTING CONDITIONS PLAN

SITE DEVELOPMENT PLAN

LES SCHWAB TIRES – STORE NO. 00222
WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

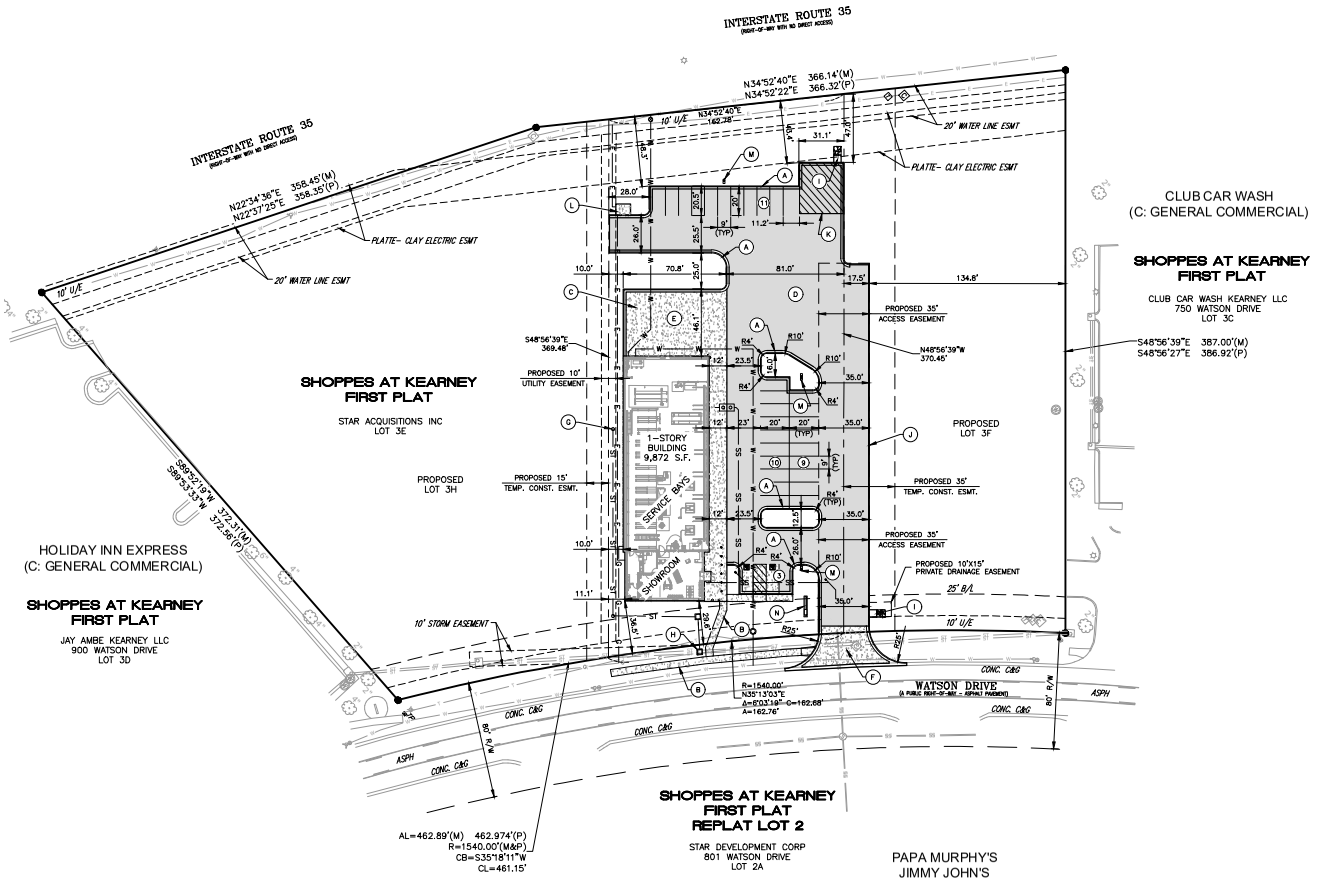
811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE AS TO THE ACCURACY OF THE FACILITIES ARE SHOWN OR THAT ALL OF SUCH FACILITIES ARE SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.

REVISIONS
04/30/2025 – PER CITY COMMENTS

DESIGNER / DRAFTER
BDN/JEA
DATE
4/11/2025
PROJECT NUMBER
0324154
BOOK AND PAGE

SHEET
02





VICINITY MAP

LEGAL DESCRIPTION

LOT 3G, SHOPPES AT KEARNEY 1ST PLAT REPLAT OF LOT 3E,
A SUBDIVISION IN THE CITY OF KEARNEY, CLAY COUNTY, MISSOURI

SITE DATA BLOCK

PROPERTY AREA	1.37 ACRES (59,639 SF)		
IMPERVIOUS AREA	0.97 ACRES (42,281 SF) (LOT ONLY)		
PROTOTYPE	7-BAY RETAIL		
BULLPEN	INTERNAL		
BUILDING AREA	9,872 SF		
ADDRESS	WATSON DR		
ZONING	C (GENERAL COMMERCIAL)		
PERMITTED USE AS "AUTOMOBILE & VEHICLE REPAIR, MINOR"			
PARKING	REQUIRED	PROVIDED	
	13/31*	33	
(1) SPACE PER EMPLOYEE			
*CONSIDERING TRIP GENERATION PEAK NET AVERAGE			
SETBACKS	FRONT	SIDE	REAR
PER GC	15' (25' PLAT)	10'	20'
MAX COVERAGE		70%	
BUILDING REQUIREMENTS			
MAX HEIGHT = 75'			
SIGN ALLOWANCE: PERMITTED (1) FREESTANDING SIGN PER STREET FRONTAGE			
PYLON - NOT ALLOWED PER SUBDIVISION COVENANTS, CONDITIONS AND RESTRICTIONS			
MONUMENT - ALLOWED, MAX HEIGHT = 7.5', MAX AREA = 50 SF			

LEGEND

- PROPERTY LINE
- LOT LINE
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY
- SS — SANITARY SEWER
- ST — STORM SEWER
- E — E — ELECTRIC
- G — G — GAS
- W — W — WATER
- PROPOSED FULL DEPTH ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- (#) PARKING STALL COUNT

SITE KEY NOTES:

- (A) TYPE A CURB AND GUTTER
- (B) NEW 4" CONCRETE SIDEWALK WITH SIDEWALK RAMP
- (C) TRASH ENCLOSURE
- (D) ASPHALT PAVEMENT
- (E) CONCRETE PAVEMENT
- (F) CONCRETE DRIVEWAY APPROACH WITH SIDEWALK RAMP
- (G) PRIVATE STORM SEWER DRAIN BASIN
- (H) STORM SEWER JUNCTION BOX
- (I) CONCRETE DRAINAGE FLUME WITH STONE RIPRAP APRON
- (J) ASPHALT STRAIGHT CURB
- (K) NO PARKING AREA, DELIVERY TRUCK ACCESS
- (L) TRANSFORMER PAD
- (M) LIGHT POLE
- (N) MONUMENT SIGN (1.75'W x 13.5'L x 7.5'H, TO BE PERMITTED SEPARATELY)

LAMP RYNEARSON
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD, STE 100 (402) 496.2498
NE AUTHORIZATION NO.: CA0155
FORT COLLINS, COLORADO
4715 INNOVATION PL STE. 102 (970) 226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816) 361.1640
MO AUTH NO.: E-2010 (E1900) LS-2010043127

0 40' 80'

STATE OF MISSOURI
MARK DANIEL McGHEE JR.
NUMBER PE-2008019568
PROFESSIONAL ENGINEER

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL McGHEE JR.
MO PE - 2008019568

SITE PLAN

SITE DEVELOPMENT PLAN

LES SCHWAB TIRES – STORE NO. 00222
WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

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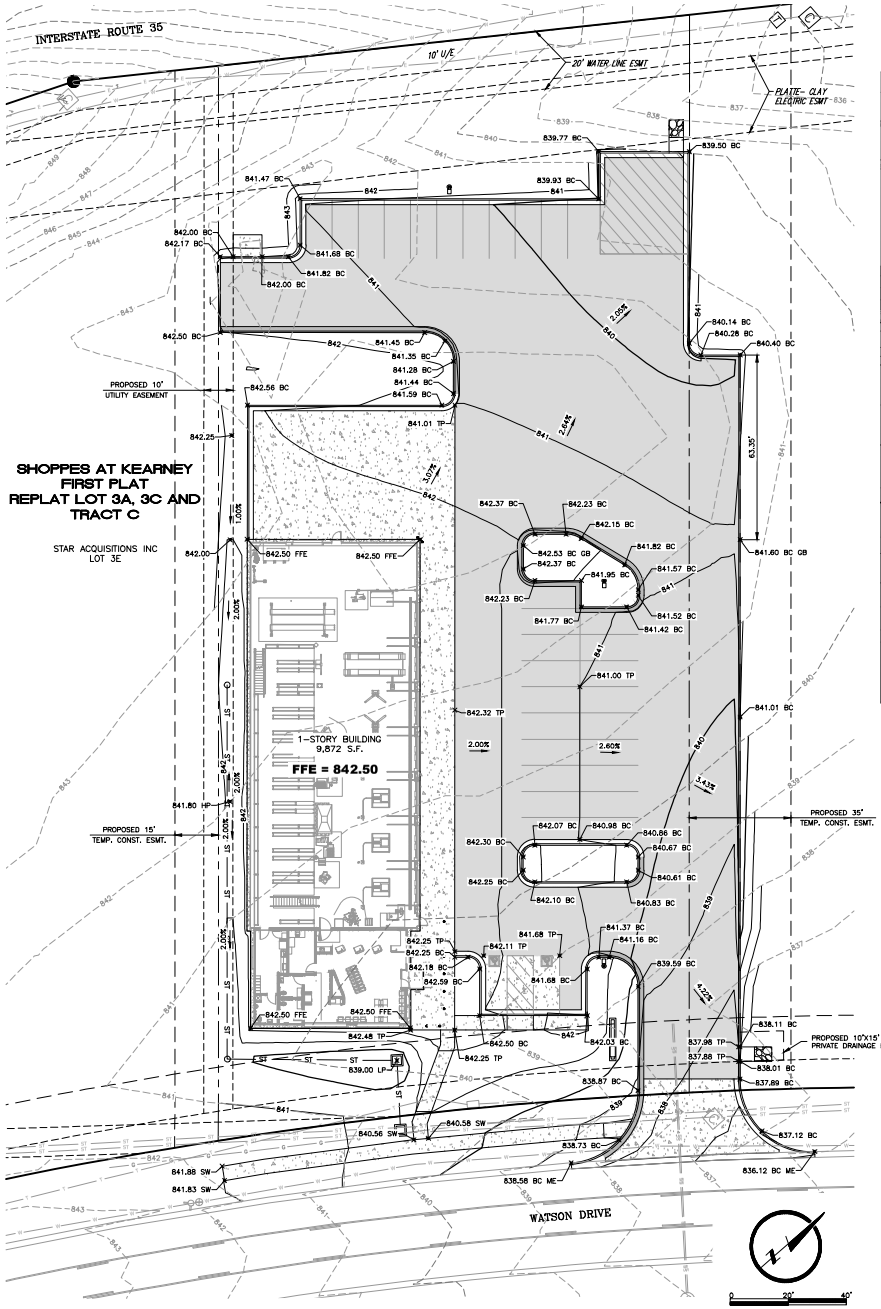
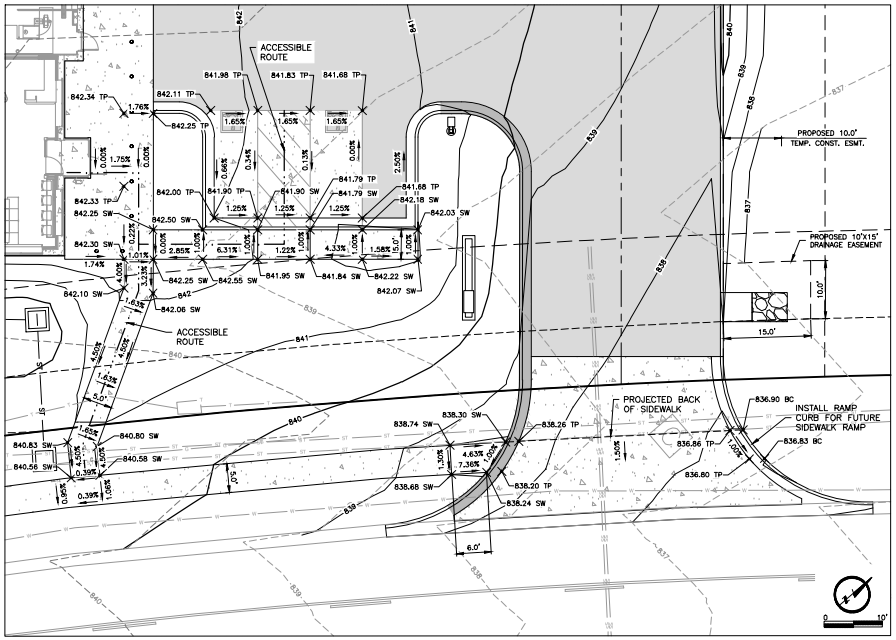
REVISIONS
04/30/2025 – PER CITY COMMENTS

DESIGNER / DRAFTER	BDN/JEA
DATE	4/11/2025
PROJECT NUMBER	0324154
BOOK AND PAGE	

SHEET 03





ACCESSIBLE ROUTE AND SIDEWALK SLOPES

NOTES:

1. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 1-FT CONTOUR INTERVALS.
2. REAR BUILDING DOWNSPOUTS TO DAYLIGHT AND DISCHARGE TO PROPOSED VEGETATED DRAINAGE SWALE.

LEGEND:

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- DRY CURB AND GUTTER
- PROPOSED FULL DEPTH ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT

GRADING ABBREVIATIONS

BC	BACK OF CURB
TP	TOP OF PAVEMENT
SW	TOP OF SIDEWALK
FFE	FINISH FLOOR ELEVATION
GB	GRADE BREAK
ME	MATCH EXISTING
HP/LP	HIGH POINT/LOW POINT

LAMP RYNEARSON
LAMPRYNEARSON.COM
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FORT COLLINS, COLORADO
4715 INNOVATION DR, STE. 100 (970) 226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816) 361.1640
MO AUTH NO.: E-2010 (1920) LS-2010043127

STATE OF MISSOURI
MARK DANIEL MUGHEE JR.
NUMBER PE-2009019568
PROFESSIONAL ENGINEER

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MUGHEE JR.
MO PE - 2009019568

GRADING PLAN

SITE DEVELOPMENT PLAN

LES SCHWAB TIRES – STORE NO. 00222
WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

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REVISIONS
04/30/2025 – PER CITY COMMENTS

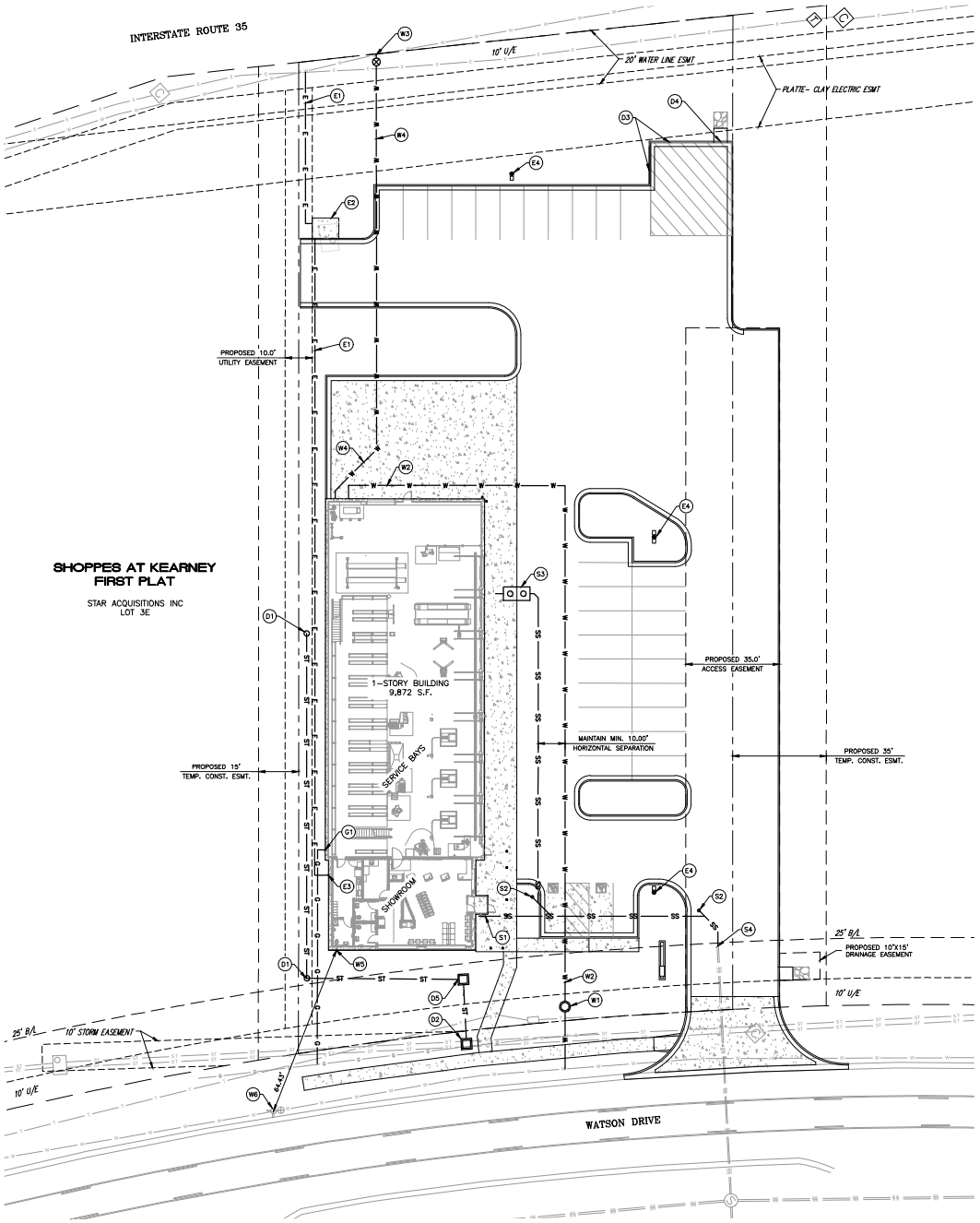
DESIGNER / DRAFTER
BDN/JEA

DATE
4/11/2025

PROJECT NUMBER
0324154

BOOK AND PAGE

SHEET
04



LEGEND

- LOT LINE
- EASEMENT
- RIGHT-OF-WAY
- SS — SANITARY SEWER
- ST — STORM SEWER
- E — E — ELECTRIC LINE
- G — G — GAS LINE
- W — W — WATER LINE

UTILITY KEY NOTES:

- (D1) INSTALL NYLOPLAST DRAIN BASIN
- (D2) INSTALL JUNCTION BOX, CONNECT TO EXISTING PUBLIC STORM SEWER
- (D3) HEIGHTENED CURB
- (D4) ENGINEERED CURB CUT
- (D5) AREA INLET WITH INTERNAL WEIR PLATE
- (S1) 6" SANITARY SEWER SERVICE
- (S2) SANITARY SEWER CLEANOUT
- (S3) INSTALL OIL/GREASE SEPARATOR
- (S4) CONNECT 6" SANITARY SEWER SERVICE TO EXISTING
- (W1) 1-1/2" WATER METER
- (W2) 2" WATER SERVICE
- (W3) CONNECT TO EXISTING 12" WATER. PROVIDE 8" GATE VALVE ON FIRE LINE.
- (W4) 8" PVC C900 FIRE LINE
- (W5) FIRE DEPARTMENT CONNECTION (FDC)
- (W6) EXISTING FIRE HYDRANT
- (E1) INSTALL UNDERGROUND ELECTRIC SERVICE
- (E2) INSTALL CONCRETE TRANSFORMER PAD
- (E3) ELECTRIC ENTRY INTO BUILDING
- (E4) LIGHT POLE
- (G1) GAS ENTRY INTO BUILDING WITH METER

LAMP RYNEARSON
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD, STE 100 (402) 496.2498
NE AUTHORIZATION NO. CA0135
FORT COLLINS, COLORADO
4715 INNOVATION DR, STE. 100 (970) 226.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816) 361.1040
MO AUTH NO. E-2010 (E1900) LS-2010043127

0 20' 40'

STATE OF MISSOURI
MARK DANIEL MUGHEE JR.
NUMBER PE-2009012068
BY
PROFESSIONAL ENGINEER

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MUGHEE JR.
MO PE - 2009012068

UTILITY PLAN

SITE DEVELOPMENT PLAN

LES SCHWAB TIRES – STORE NO. 00222
WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

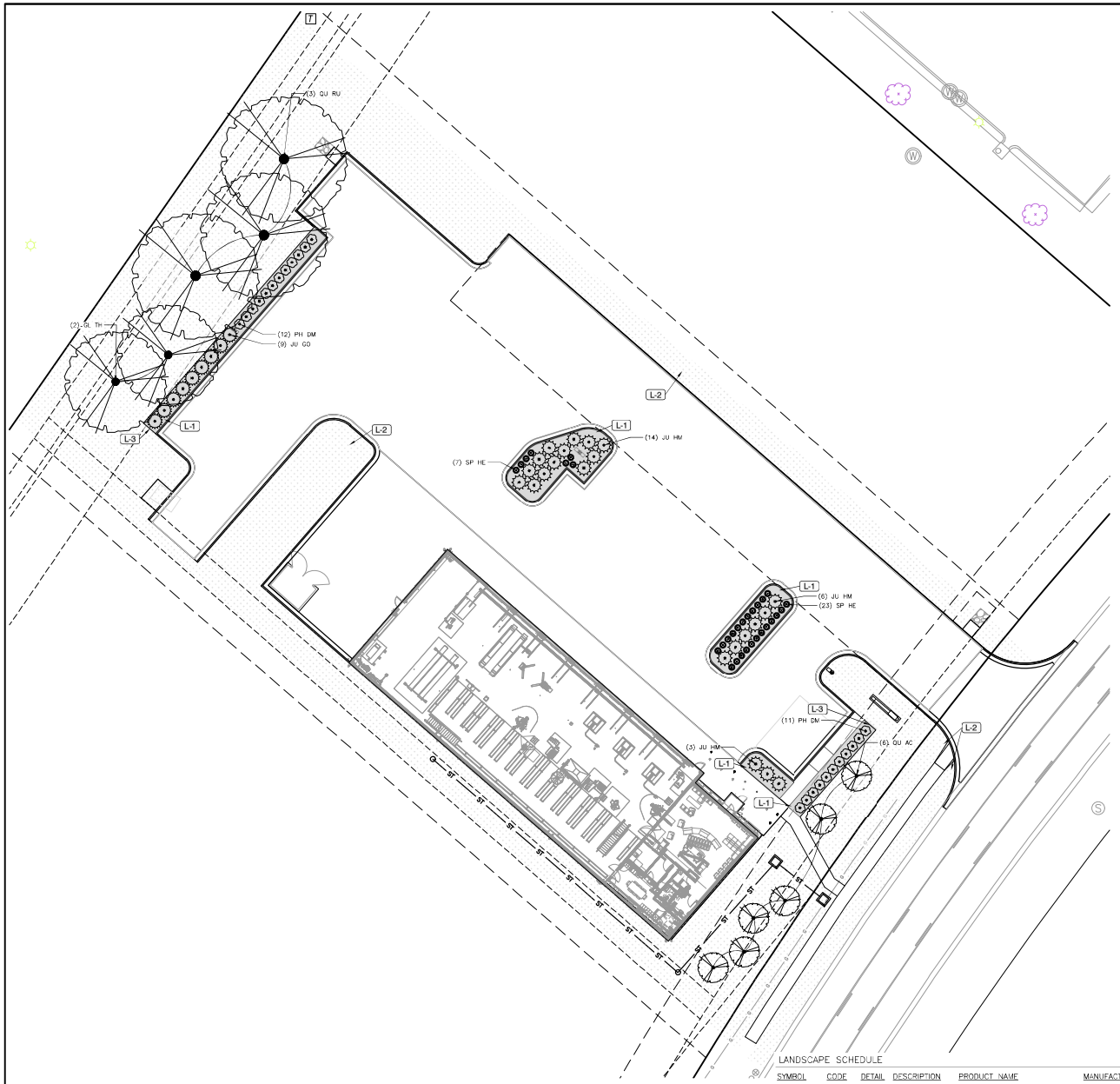
811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE OF ACCURACY OF UNDERGROUND FACILITIES ARE SHOWN. BE THAT MAY BE SOME FACILITIES NOT SHOWN ON THESE PLANS OR IN THE WRONG LOCATION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES AND LOCATING THEIR FACILITIES BEFORE BEGINNING WORK AND FOR PROTECTING AND PRESERVING THEM FROM DAMAGE.

REVISIONS
04/30/2025 – PER CITY COMMENTS

DESIGNER / DRAFTER
BDN/JEA
DATE
4/11/2025
PROJECT NUMBER
0324154
BOOK AND PAGE

SHEET
05



LANDSCAPE CODE REVIEW - C ZONING

		REQUIRED	PROVIDED	NOTES & CALCULATIONS
A.	OPEN SPACE			
	OPEN SPACE REQUIREMENT	119 UNITS		2 UNITS PER 1,000 SF = 59,639 SF /1,000SF X 2 UNITS = 119 UNITS
	– OVERSTORY TREE (NATIVE)		42.5 UNITS	
	– OVERSTORY TREE (EQUIVALENT)		39 UNITS	
	– SHRUBS (NATIVE)		40 UNITS	
B.	STREET FRONTAGE			
	STREET FRONTAGE (WATSON DRIVE)	37 UNITS		7 UNITS PER 30 LF = 160 LF / 30 LF X 7 = 37 UNITS
	– OVERSTORY TREES (EQUIVALENT)		39 UNITS	
	– SHRUBS		13.75 UNITS	
	STREET FRONTAGE (I–35)	37.5 UNITS		7 UNITS PER 30 LF = 161 LF / 30 LF X 7 = 37.5 UNITS
	– OVERSTORY TREES (NATIVE)		42.5 UNITS	
	– SHRUBS		0 UNITS	
C.	PARKING			
	INTERIOR LANDSCAPING REQUIREMENT	66 UNITS		20 UNITS PER 10 PARKING SPACES = 33 / 10 X 20 = 66 UNITS
	– OVERSTORY TREES		0 UNITS	
	–SHRUBS / ORNAMENTAL GRASSES (NATIVE)		66.25 UNITS	

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANT SIZE	CONT	HEIGHT	WIDTH
DECIDUOUS TREES						
GL TH	GLEDITSIA TRIACANTHOS HALKA	HONEY LOCUST	2" CAL	B & B	40–50'	40–50'
QU AC	QUERCUS ROBUR X ALBA 'CRIMSCHMIDT'	CRIMSON SPIRE™ OAK	2" CAL	B & B	40–50'	15'
QU RU	QUERCUS RUBRA	NORTHERN RED OAK	2" CAL	B & B	40–60'	45–65'
CODE	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	WIDTH	
DECIDUOUS SHRUBS						
PH DM	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	LITTLE DEVIL™ DWARF NINEBARK	5 GAL	3–5' HT	3–5' W	
EVERGREEN SHRUBS						
JU HM	JUNIPERUS HORIZONTALIS 'MONBER'	ICEE BLUE®CREEPING JUNIPER	3 GAL	1–2' HT	6' + W	
JU CO	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL EASTERN REDCEDAR	5 GAL	3–5' HT	6' + W	
ORNAMENTAL GRASSES						
SP HE	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	1 GAL	3–5' HT	3–5' W	

LANDSCAPE SCHEDULE

SYMBOL	CODE	DETAIL	DESCRIPTION	PRODUCT NAME	MANUFACTURER	CONTACT	COLOR/FINISH	SIZE	NOTES
	L-1		LANDSCAPE MULCH	TRIPLE SHREDDED HARDWOOD MULCH	BY CONTRACTOR	BY CONTRACTOR	NATURAL/UNDYED	N/A	INSTALL TO A MINIMUM DEPTH OF 3". SUBMIT MULCH SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO ORDERING.
	L-2		TURF SEED	SNAP BACK RR TURF FESCUE BLEND (OR APPROVED EQUAL)	UNITED SEED	WWW.UNITEDSEED.COM	N/A	N/A	INSTALL PER SUPPLIER'S SPECIFICATIONS.
	L-3		METAL EDGER	SURE-EDGE (OR APPROVED EQUAL)	SURE-LOC	WWW.SURELOCEDGING.COM	BLACK ANODIZED ALUMINUM	3/16" X 5-1/2"	SECURE WITH 18" DEPTH STAKES. INSTALL PER MANUFACTURER'S SPECIFICATIONS

LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD, STE 100 (402) 496.2498
NE AUTHORIZATION NO.: CA0155

FORT COLLINS, COLORADO
4715 INNOVATION PL STE. 101 (970) 226.0342

KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816) 361.1040
MO AUTH NO.: E-2010 (1920) | LS-2010-0431 (2)

0 20' 40'

STATE OF MISSOURI
MARK DANIEL McGHEE JR.
NUMBER PE-2006019568
PROFESSIONAL ENGINEER

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL McGHEE JR.
MO PE - 2006019568

LANDSCAPE PLAN

SITE DEVELOPMENT PLAN

LES SCHWAB TIRES – STORE NO. 00222
WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

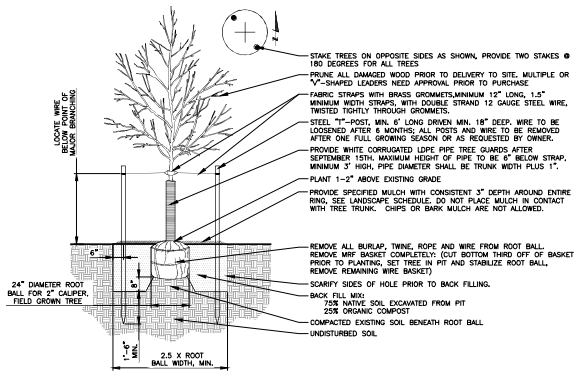
811 Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE THAT ALL EXISTING UTILITY FACILITIES ARE SHOWN OR THAT THE SIZE OF EACH FACILITY IS CORRECTLY SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND LOCATING THEM BEFORE CONSTRUCTION BEGINS PRIOR TO CONSTRUCTION.

REVISIONS

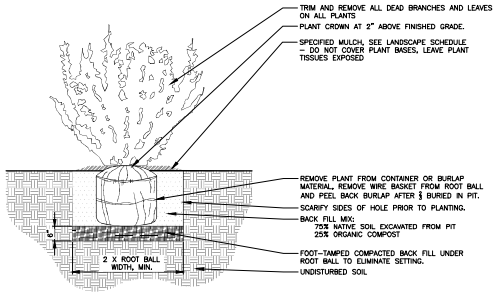
DESIGNER / DRAFTER
SJH
DATE
4/11/2025
PROJECT NUMBER
0324154
BOOK AND PAGE

SHEET
06



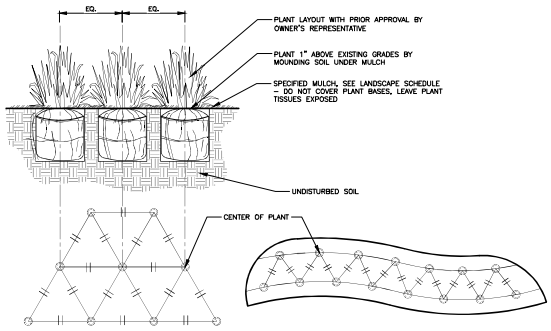
NOTES:
1. IF HOLE IS TOO DEEP, ANY SOIL ADDED TO RAISE THE ROOT BALL SHOULD BE COMPACTED.
2. SEE COMPOST NOTES, SHEET LANDSCAPE NOTES AND SCHEDULES.

1/07 DECIDUOUS TREE PLANTING & STAKING
SCALE: NOT TO SCALE



NOTES:
1. SEE COMPOST NOTES, SHEET LANDSCAPE NOTES AND SCHEDULES.
2. BROKEN OR CRUMBLING ROOT-BALLS WILL BE REJECTED.
3. PRUNE ALL DEAD OR DAMAGED WOOD PRIOR TO PLANTING, DO NOT PRUNE MORE THAN 20% OF LIMBS.

2/07 TYPICAL SHRUB PLANTING
SCALE: NOT TO SCALE



NOTES:
1. SEE COMPOST NOTES, SHEET LANDSCAPE NOTES AND SCHEDULES.
2. WHEN PLANTING A CURVE, ORIENT ROWS ALONG THE LONGEST AXIS OF AREAS WHERE PLANTS ARE MASSED.

3/07 TYPICAL PERENNIAL AND ORNAMENTAL GRASS PLANTING
SCALE: NOT TO SCALE

GENERAL NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL PROPOSED AND EXISTING VAULTS, ELECTRICAL DUCT BANKS, MANHOLES, CONDUIT AND PIPING, DRAINAGE STRUCTURES AND OTHER UTILITIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PROPOSED LANDSCAPE IMPROVEMENTS WHEN CONFLICTS EXIST BETWEEN LANDSCAPE IMPROVEMENTS AND EXISTING OR PROPOSED UTILITIES OR SITE FEATURES SUCH AS WALKS, ROADS, BUILDINGS OR EXISTING TREES TO REMAIN.
3. VERIFY LOCATION OF ALL BUILDINGS, WALLS, ROADS AND CURBS AFFECTING LANDSCAPE SCOPE OF WORK WITH ARCHITECTS AND CONTRACTOR ENGINEER'S DRAWINGS.
4. ALL WORK PERFORMED WITHIN THE DRIP LINE OF TREES DESIGNATED "EXISTING TREES TO REMAIN" SHALL BE HAND LABOR.
5. REFERENCE TO NORTH REFERS TO TRUE NORTH, REFERENCE TO SCALE IS FOR FULL-SIZED DRAWINGS ONLY. DO NOT SCALE FROM REDUCED DRAWINGS.
6. DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
7. WHERE NOT SHOWN ON THE PLANTING PLANS, SEE CONTRACTOR ENGINEER'S AND ARCHITECT'S DRAWINGS FOR BUILDING FOUNDATIONS SETBACKS, BOUNDARIES, SUBSURFACE AND ABOVE GRADE UTILITIES.

TREE PLANTING NOTES

1. PROVIDE MATCHING SIZES AND FORMS FOR EACH SPECIES OF TREE INSTALLED ON GRID OR SPACED EQUALLY IN ROWS AS SHOWN ON DRAWINGS. ALIGN TREES ACROSS WALKS. ADJUST SPACING AS NECESSARY, SUBJECT TO REVIEW BY THE LANDSCAPE ARCHITECT.
2. REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL: THE CONTRACTOR'S RESPONSIBILITY FOR REPLACEMENT OF UNACCEPTABLE PLANT MATERIAL SHALL EXTEND FOR TWO (2) YEARS AFTER ALL PLANT MATERIAL IS ACCEPTED BY THE ENGINEER.
3. MULCH: THE CONTRACTOR SHALL PLACE TRIPLE SHREDDED HARDWOOD MULCH IN A CONSISTENT THICKNESS AS NOTED IN THE PLANTING DETAILS. ANY MULCH PLACED IN EXCESS OF THE REQUIREMENTS SHALL BE AT THE CONTRACTORS EXPENSE. CHIPS OR BARK MULCH ARE NOT ALLOWED.
4. IN LIEU OF IRRIGATION, ALL NEWLY PLANTED TREES TO RECEIVE "TREEGATOR SLOW RELEASE WATERING BAG" BY SPECTRUM PRODUCTS, INC. OR OWNER APPROVED EQUAL. CONTRACTOR SHALL INSTALL AND FILL WATERING BAGS PER MANUFACTURERS SPECIFICATIONS.

PLANTING NOTES

1. INSTALL ALL TREES A MINIMUM OF FOUR (4) FEET FROM BACK OF CURB, EDGE OF WALL, OR PAVING.
2. THE LOCATION OF ALL TREES SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION.
3. PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR KEY AND CLASSIFICATION.
4. PLACE A 3" DEPTH LAYER OF TRIPLE SHREDDED HARDWOOD MULCH ON ALL PLANTING AREAS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL. CHIPS OR BARK MULCH ARE NOT ALLOWED.
5. LOCATION OF ALL PLANTING IS DIAGRAMMATIC. DO NOT WILLFULLY LOCATE PLANTINGS WHERE CONFLICTS EXIST WITH UTILITIES OR THE BUILDING.
6. EXISTING AND IMPORTED SOIL FOR PLANTING AREAS SHALL BE FREE FROM CHEMICALS, CONSTRUCTION DEBRIS AND TRASH, ROCKS AND OTHER MATERIAL LARGER THAN ONE INCH IN DIAMETER.
7. STEEL EDGING AND SPADE-CUT EDGE PLACEMENT SHALL BE REVIEWED BY LANDSCAPE ARCHITECT PRIOR TO FINAL INSTALLATION. PROVIDE AN ALLOWANCE OF 5 PERCENT OF THE TOTAL LINEAL FOOTAGE OF EDGING TO BE CONSTRUCTED DURING THE PROGRESS OF WORK, AS MAY BE DIRECTED BY THE LANDSCAPE ARCHITECT, IN ADDITION TO ALL EDGING INDICATED ON THE DRAWINGS.
8. APPLY GRANULAR PRE-EMERGENT WEED CONTROL TO AREAS TO RECEIVE SHRUBS, GROUNDCOVERS, AND NON-LAWN ORNAMENTAL PLANTING AFTER INCORPORATING SOIL AMENDMENTS. THE CONTRACTOR SHALL PLACE TRIPLE SHREDDED HARDWOOD MULCH AT ALL LANDSCAPED ISLANDS NOT RECEIVING SOD.
9. PLANT QUANTITIES ARE SHOWN FOR THE CONVENIENCE TO THE CONTRACTOR. IF THERE ARE DISCREPANCIES BETWEEN THE PLAN AND NOTES, THE PLANS SHALL GOVERN.
10. ALL PLANTED AREAS TO BE AMENDED PER AN AGRICULTURAL/SOIL SUITABILITY TEST, PAID FOR BY OWNER. FOR BID PURPOSES CONTRACTOR SHALL ESTIMATE SPREADING SOIL AMENDMENT AT THE RATE OF 6 CUBIC YARDS PER 1,000 SQUARE FEET. TILL INTO THE TOP OF SOIL TO A MINIMUM DEPTH OF 6". RAKE TO A SMOOTH, EVEN SURFACE PER THE GRADING PLANS.

SEED NOTES

1. MAINTENANCE: BEGIN MAINTENANCE OF ALL SEED AREAS IMMEDIATELY FOLLOWING INSTALLATION. MAINTENANCE TO INCLUDE WATERING, WEEDING, AND MOWING. MOW WHEN TURF HAS GROWN TO A HEIGHT BETWEEN 3 AND 4 INCHES. MOW TO A HEIGHT OF 2 TO 2-1/2 INCHES. REMOVE AND REPLACE SODDED AREAS THAT FAIL TO SURVIVE. MAINTENANCE PERIOD TO BE 30 DAYS. CONTRACTOR TO NOTIFY OWNER ONE WEEK PRIOR OF THE CONCLUSION OF THE MAINTENANCE PERIOD.
2. LAWN AND TURF SEED, WHETHER IRRIGATED OR NON-IRRIGATED, SHALL BE INTERAGENCY BLUETAG CERTIFIED AND SHALL HAVE A MINIMUM GERMINATION RATE OF NINETY (90) PERCENT AND A PURITY OF NINETY-EIGHT (98) PERCENT, SEE LANDSCAPE SCHEDULE.
3. ALL SEEDED AREAS SHALL RECEIVE FERTILIZER AND EROSION CONTROL MATTING CONFORMING TO THE REQUIREMENTS OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
4. RESEEDING FOR DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS: THE CONTRACTOR WILL RESEED ALL AREAS DISTURBED DURING THE COURSE OF CONSTRUCTION. THIS ITEM WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED INCIDENTAL TO THE PLANTING OF NEW VEGETATION.

SCARIFIED AND CONDITIONED SOIL NOTES

1. ALL NON-PAVED AND NON-BUILDING DISTURBED AREAS SHALL BE SCARIFIED BY COMPLETELY BREAKING UP THE SOIL TO A MINIMUM DEPTH OF 12".
2. TILL AND CONDITION TOP 6" OF ALL AREAS TO RECEIVE LANDSCAPING.
3. USE AN ORGANIC COMPOST MEETING THE REQUIREMENTS SPECIFIED BELOW.
4. A THREE INCH DEEP LAYER OF COMPOST SHALL BE PLACED ON TOP OF ALL LANDSCAPE AREAS.
5. THE COMPOST SHALL BE TILLED INTO THE EXISTING SOIL TO A DEPTH OF SIX INCHES.

COMPOST NOTES

USE A COMPOST MEETING THE REQUIREMENTS OF THIS SECTION. MATERIAL SHALL BE WELL COMPOSTED, FREE OF WEED SEEDS AND STABILIZED WITH REGARD TO OXYGEN CONSUMPTION AND CARBON DIOXIDE GENERATION. COMPOST SHALL HAVE A MOISTURE CONTENT THAT HAS NO VISIABLE FREE WATER OR DUST PRODUCED WHEN HANDLING THE MATERIAL. ONE HUNDRED PERCENT OF THE MATERIAL MUST PASS THROUGH A HALF INCH SCREEN. MANUFACTURED INERT MATERIAL SHALL BE LESS THAN 1.0% BY WEIGHT.

	MIN	MAX
ORGANIC MATTER CONTENT	35%	65%
C/N RATIO	–	25:1
PH	6.0	8.0
BULK DENSITY (LBS/CF)	40	50

WARRANTY:

THE CONTRACTOR SHALL WARRANTY PLANT MATERIALS FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION, AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR. WARRANTY COVERS A MAXIMUM OF ONE REPLACEMENT PER ITEM.

CONTRACTOR QUALIFICATIONS

1. THE CONTRACTOR SHALL BE CERTIFIED AND HAVE AT LEAST 3 YEARS OF LANDSCAPING EXPERIENCE INSTALLING SIMILAR TYPES OF PROJECTS.

LAMP RYNEARSON
LAMPRYNEARSON.COM
OMAHA, NEBRASKA
14710 W. DODGE RD, STE 100 (402) 496-2498
NE AUTHORIZATION NO.: CA0135
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KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE 200 (816) 361-1040
MO AUTH NO.: E-2010 (1901) LS-2010-0437

STATE OF MISSOURI — MARK DANIEL McGHEE JR. — NUMBER PE-2006012695 — PROFESSIONAL ENGINEER

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL McGHEE JR.
MO PE - 2006012695

LANDSCAPE NOTES AND DETAILS
SITE DEVELOPMENT PLAN
LES SCHWAB TIRES – STORE NO. 00222
WATSON DR, KEARNEY, CLAY COUNTY, MO 64060

811 Know what's below. Call before you dig.
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REVISIONS

DESIGNER / DRAFTER: SJH
DATE: 4/11/2025
PROJECT NUMBER: 0324154
BOOK AND PAGE:
SHEET: 07

11/16/2026 Aldermen Meeting Packet, Page 125



3 TRASH ENCLOSURE PERSPECTIVE



2 MATERIAL TRANSITION VIGNETTE



1 BUILDING PERSPECTIVE

ARCHITECT OF RECORD :
BRR Architecture, Inc.
8131 METCALF AVENUE SUITE 300,
OVERLAND PARK, KANSAS 66204

UPDATE ADDRESS
7 BAY RH LINEAR STORE - PROTOTYPE Q4 2024

LES SCHWAB TIRE CENTER - KEARNEY, MO

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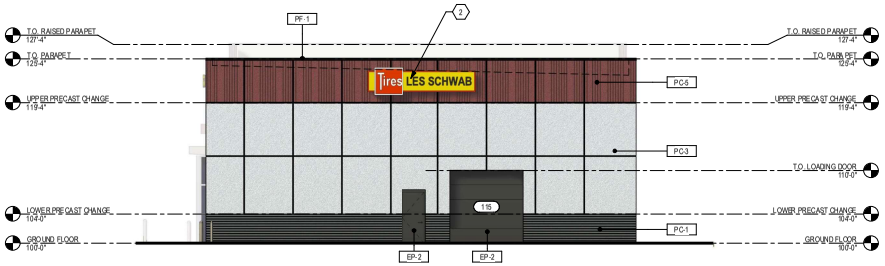
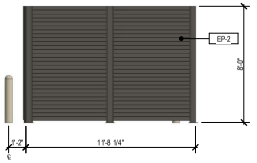
PROTO SET Q4 2024

03.27.2025
PROJECT# | LS_PROTO.2024
DESIGNED BY | INITIALS
DRAWN BY | INITIALS
REVISIONS

3/27/2025 2:41:11 PM | Project# LS_PROTO2024 |



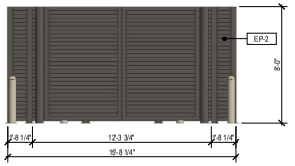
4 LOADING ELEVATION
SCALE: 1/8" = 1'-0"



6 TRASH ENCLOSURE - SIDE
SCALE: 1/4" = 1'-0"



3 SHOWROOM ELEVATION
SCALE: 1/8" = 1'-0"



5 TRASH ENCLOSURE - FRONT
SCALE: 1/4" = 1'-0"

ELEVATION GENERAL NOTES:

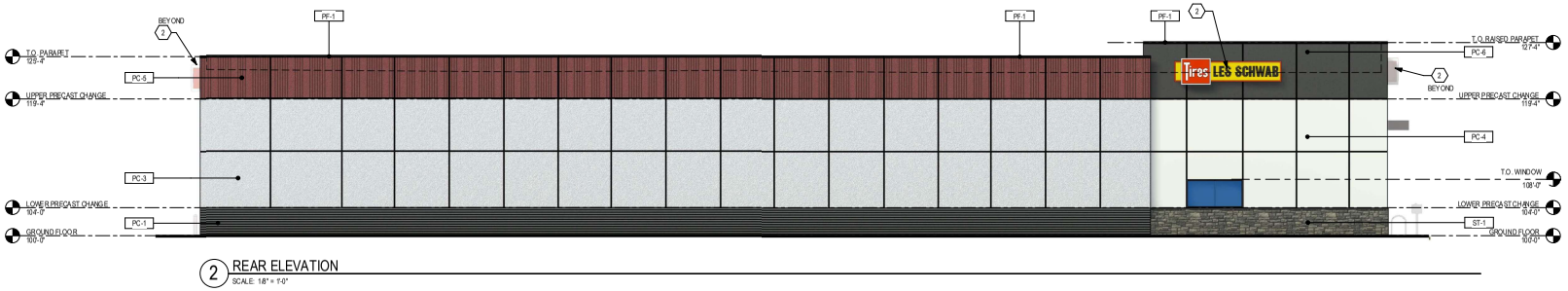
A. ANY SIGNAGE DEPICTED ON ELEVATIONS IS TO BE PERMITTED SEPARATELY, BY OWNER.
B. ALL VERTICAL DIMENSIONS SHOWN ARE FROM FINISH FLOOR.
C. REF CIVIL AND STRUCTURAL DRAWINGS FOR GRADE CHANGES AND RETAINING WALL DIMENSIONS AND LOCATIONS.
D. CONNECT ALL ROOF DRAINS AND DOWNSPOUTS TO SUBGRADE DRAINAGE SYSTEM. REF CIVIL DRAWINGS.
E. COORDINATE WITH SIGNAGE PLANS REQUIRED STRUCTURAL BACKING IN METAL PANEL SYSTEM AND REQUIRED ELECTRICAL ROUGH-IN LOCATIONS.
F. PROVIDE BACKING AT LOCATIONS WHERE EXTERIOR LIGHTS ARE SHOWN ON METAL PANEL SYSTEM. COORDINATE WITH LIGHT MANUFACTURERS SPECIFICATIONS AND REQUIREMENTS.
G. EXPOSED STEM CONCRETE WALLS IN LANDSCAPED AREAS ARE TO HAVE MULCH OR GROUNDCOVER AGAINST EXPOSED CONCRETE TO HIDE FOOTING.
H. REFER TO SHEET E501 LIGHTING FIXTURE SCHEDULE FOR EXTERIOR LIGHT FIXTURE MOUNTING HEIGHTS.
I. VERIFY LOCAL FIRE DEPARTMENT REQUIREMENTS FOR ADDRESS NUMBER LOCATION.
J. WSEC WWR: 820 SF NET TRANSPARENT WINDOW AREA / 8,947 SF NET WALL AREA = 1,014 SF OPAQUE OPENINGS = 8.5%.

ELEVATION KEY NOTES:

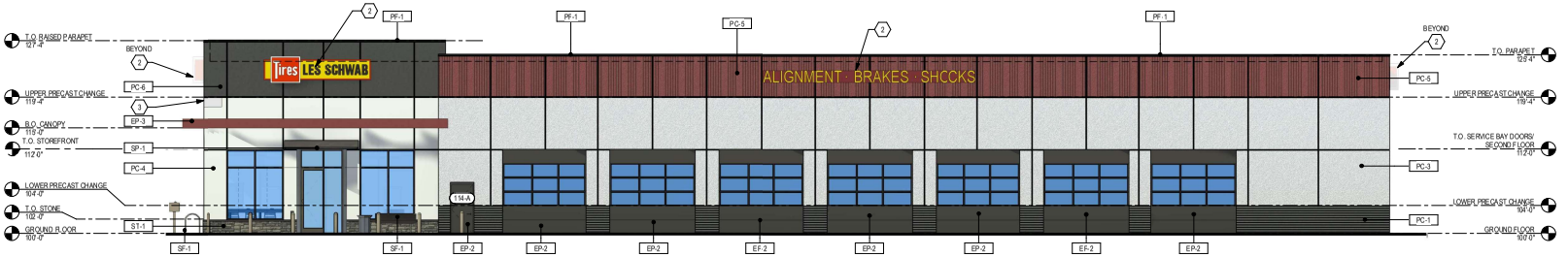
1. MASONRY CONTROL JOINT @ 30'-0" O.C. MAX., REF 2/A503.
2. SIGNAGE BY CARLSON SIGN, REF 5/A506 FOR ATTACHMENT DETAIL.
3. ADDRESS NUMBER LOCATION, COORD W/ AHJ.

MATERIAL LEGEND:

PC-1	FABCON PRECAST CONCRETE, 8" HORIZONAL STAMP. (STAIN SHERWIN WILLIAMS, COLOR: 7068 - GRIZZLE GRAY)
PC-3	FABCON PRECAST CONCRETE, SMOOTH. (MFR FINISH)
PC-4	FABCON PRECAST CONCRETE, SMOOTH, REVERSE PANELS, (MFR FINISH)
PC-5	FABCON PRECAST CONCRETE, RAKED VERTICALLY, (STAIN SHERWIN WILLIAMS, COLOR: 8261-7797 - LS COLONIAL RED 2020)
PC-6	FABCON PRECAST CONCRETE, SMOOTH, REVERSE PANELS, (STAIN SHERWIN WILLIAMS, COLOR: 6247 - KRYPTON)
PC-7	FABCON PRECAST CONCRETE, SMOOTH, REVERSE PANELS, (STAIN SHERWIN WILLIAMS, COLOR: 8261-7797 - LS COLONIAL RED 2020
ST-1	HARRISTONE PRECAST STONE VENEER, DRY STONE, (COLOR: STRLING)
SP-1	SOFFIT PANEL PAC-CLAD FLUSH SOLID W/ PVDF WOOD GRAIN FINISH (COPPER TIMBER)
SF-1	SITE FURNISHINGS IN DARK BRONZE, TRASH RECEPTICLE AND BENCH
EP-2	EXTERIOR PAINT, COLOR: SW 8261- 10059-LS BRONZE 2020
EP-3	EXTERIOR PAINT, COLOR: 8261-7797 - LS COLONIAL RED 2020
PF-1	PRE-FINISHED METAL COLOR TO MATCH SW 8261-10059-LS BRONZE 2020



2 REAR ELEVATION
SCALE: 1/8" = 1'-0"



1 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

ARCHITECT OF RECORD:
BRR Architecture, Inc.
8131 METCALF AVENUE SUITE 300,
OVERLAND PARK, KANSAS 66204

UPDATE ADDRESS
7 BAY RH LINEAR STORE - PROTOTYPE Q4 2024

LES SCHWAB TIRE CENTER - KEARNEY, MO

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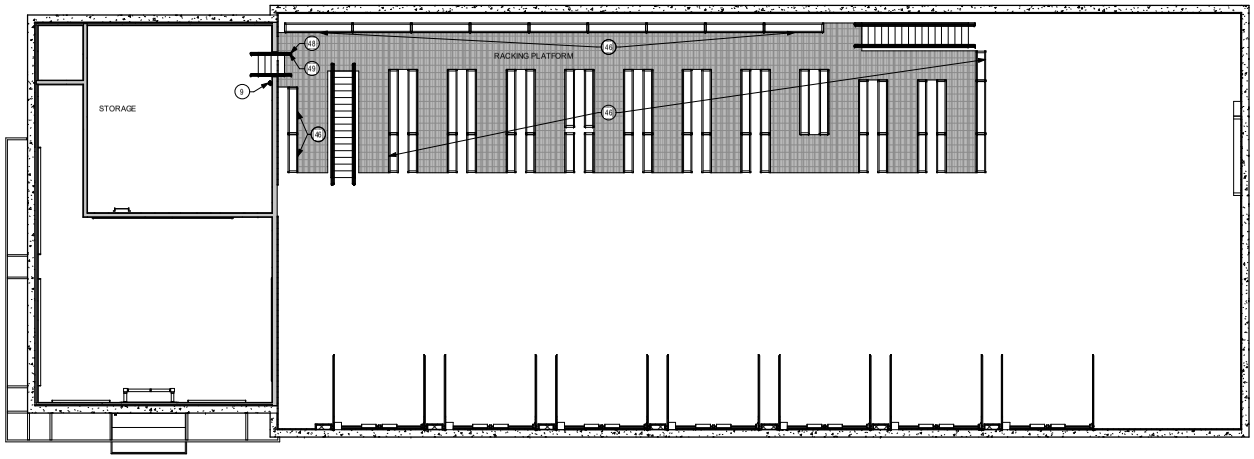
PROTO SET Q4 2024

03.27.2025
PROJECT# | LS_PROTO2024
DESIGNED BY | INITIALS
DRAWN BY | INITIALS
REVISIONS

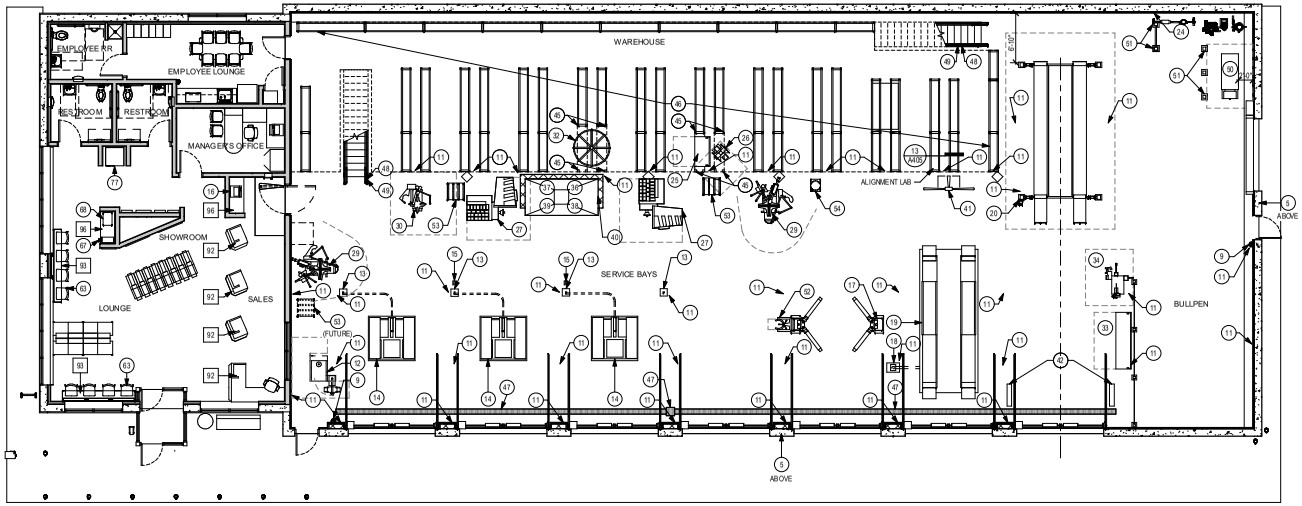
4/9/2025 2:42:52 PM | Project# LS_PROTO2024 |

NOTE: REFER TO A151 & A152 FOR FF&E SCHEDULES

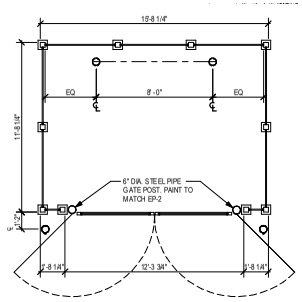
REFER TO OWNER PROVIDED WALLPAPER, SIGNAGE, AND PAINT INSTALLATION INSTRUCTIONS FOR ADDITIONAL OFCI ITEMS IN CONTRACT.



2 STORAGE/RACKING PLATFORM FF&E PLAN
SCALE: 1/8" = 1'-0"



1 GROUND FLOOR FF&E PLAN
SCALE: 1/8" = 1'-0"



3 ENLARGED TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

brr

ARCHITECT OF RECORD :
BRR Architecture, Inc.
8131 METCALF AVENUE SUITE 300,
OVERLAND PARK, KANSAS 66204

Tires LES SCHWAB

UPDATE ADDRESS
7 BAY RH LINEAR STORE - PROTOTYPE Q4 2024

LES SCHWAB TIRE CENTER - KEARNEY, MO

© 2024 | ALL RIGHTS RESERVED

PROTO SET Q4 2024

03.27.2025
PROJECT# | LS_PROTO2024
DESIGNED BY | INITIALS
DRAWN BY | INITIALS
REVISIONS

4/10/2025 5:01:21 PM | Project# LS_PROTO2024 |

Outdoor Lighting Fixtures:

GLEON-SA2B-740-2-T4FT-BZ-FF-MS/DIM-L40W



LUMARK XTOR6B-W



brr

April 10, 2025

Dan McGhee, P.E.
Lamp Rynearson
9001 State Line Road
Suite 200
Kansas City, MO 64114

Dan,

Please find enclosed our elevations and renderings of the proposed Les Schwab Tire Center for Kearney, MO. As discussed, the building has evolved from the prototype you previously presented to the City for review. All of the revisions fall in line with Exhibit E – Design Standards provided by the City.

Design elements of note are:

- The Showroom end of the building has been reduced in square footage; the result of which is additional articulation between the Showroom and the Service Bays.
- The canopy that wraps the Showroom signals the hierarchy at the entry and street facing facades.
- The precast panels at the Service Bays incorporate three different textures as well as reveals to provide visual interest.
- The precast panels at the Showroom will be installed with smooth reversed panels accented with a stone wainscot and stained upper panels for a clean and professional presentation to customers.
- All four sides of the building are finished in a consistent manor with the result being four-sided architecture.

We are excited to see this latest design be brought to life so close to home!

Please let me know if you have any questions.

Sincerely,

Jill Lyons, AIA,
Vice President

www.brrarch.com

8131 Metcalf Avenue, Suite 300, Overland Park, KS 66204 MAIN 913.262.9095

Kansas City – Bentonville – Phoenix – San Francisco – Philadelphia – Atlanta – Austin – Seattle – Dallas – Los Angeles

BILL NO. 59-2026 ORDINANCE NO._____

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT AT 208 E. WASHINGTON STREET FOR CONNIE STOFFLE UNDER THE K-353 REDEVELOPMENT CORPORATION REDEVELOPMENT PLAN AND APPROVING AN ABATEMENT AGREEMENT FOR THE PROJECT.

WHEREAS, the K-353 Redevelopment Corporation (the "Corporation") is an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law, as amended, to carry out the purposes and implementation of the K-353 Redevelopment Corporation Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan contemplates the development and redevelopment of an area described therein as the "Redevelopment Area"; and

WHEREAS, on October 21, 2024, after (1) due notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area and (2) the Board of Aldermen of the City (the "Board of Aldermen") held a public hearing and the Board of Aldermen approved the Redevelopment Plan in accordance with Chapter 353, RSMo, as amended, pursuant to Ordinance No. 1592-2024, which allows for redevelopment projects under the Redevelopment Plan to be approved by ordinance; and

WHEREAS, Connie Stoffle (the "Applicant") submitted an application on October 7, 2026, seeking tax abatement and describing the Applicant's plan to construct a new duplex on the property at 208 E Washington Street (the "Project Area"). The construction of a new duplex (the "Project") which is legally described in the Abatement Agreement which is attached hereto as **Exhibit A**; and

WHEREAS, the Project is within the Redevelopment Area as depicted in **Exhibit B** to the Redevelopment Plan; and

WHEREAS, as a condition of the Corporation initiating tax abatement for the Project and the Applicant receiving tax abatement for the Project, the Corporation and Applicant will be required to enter into the Abatement Agreement providing for the terms and conditions of such abatement; and

WHEREAS, the City did cause to be furnished to each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property included within the Project and to be affected by tax abatement or exemption with written notice of the hearing to be held, all in accordance with Chapter 353, RSMo, as amended; and

WHEREAS, the Board of Aldermen did hold a public hearing on the Project at 6:30 p.m. on November 16, 2026, at which time all interested parties were given an opportunity to be heard.

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

SECTION 1. The Board of Aldermen hereby approves the Project and authorizes the Corporation to initiate tax abatement in accordance with the Abatement Agreement attached hereto as **Exhibit A** ("Abatement Agreement"). The Corporation may initiate tax abatement for a maximum of twelve years with respect to the Project Area, and tax abatement shall terminate in accordance with the terms and conditions of the Abatement Agreement.

A. The Applicant must transfer the property within the Project Area to the Corporation within two years from the effective date of this Ordinance.

B. The development rights granted under this Ordinance shall expire with respect to any portion of the Project Area that has not been transferred to the Corporation within two years from the effective date of this Ordinance.

C. No right of eminent domain is granted by this ordinance.

SECTION 2. The Board of Aldermen hereby approves the Abatement Agreement substantially in the form attached hereto as **Exhibit A**.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor.

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF KEARNEY, MISSOURI, THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

EXHIBIT A

ABATEMENT AGREEMENT
FOR THE 208 E WASHINGTON STREET PROJECT
IN THE K-353 REDEVELOPMENT AREA

This **ABATEMENT AGREEMENT FOR THE 208 E. WASHINGTON STREET PROJECT** (the **"Agreement"**) is made this 3rd day of November, 2026, between the **K-353 REDEVELOPMENT CORPORATION**, a Missouri Urban Redevelopment Corporation (the **"Corporation"**), and **CONNIE STOFFLE**, an individual (the **"Owner"**). Corporation and Owner may be referenced as a **"Party"** or collectively as the **"Parties."** This Agreement described the conditions under which the Corporation will assign rights to abatement of real estate taxes in accordance with the K-353 Redevelopment Corporation Redevelopment Plan.

WHEREAS, the Board of Aldermen (the **"Board of Aldermen"**) of the City of Kearney, Missouri (the **"City"**) has enacted into law Ordinance No. 1592-2024, finding the Redevelopment Area to be blighted within the meaning of Section 353.020(2) of the Urban Redevelopment Corporations Law and approving the Redevelopment Plan (the **"Redevelopment Plan"**); and

WHEREAS, the Corporation was formed for the purposes of redeveloping and rehabilitating property within the Redevelopment Area in accordance with the Redevelopment Plan; and

WHEREAS, the Corporation may assign certain of its rights, duties and obligations with regard to redevelopment and rehabilitation of property within the Redevelopment Area and abatement of certain taxes related thereto; and

WHEREAS, the Owner desires to redevelop and rehabilitate certain property within the Redevelopment Area, as described herein and in the Application which is attached hereto as **Exhibit A**, and has applied to received abatement of certain taxes in accordance with the Redevelopment Plan; and

WHEREAS, the Corporation has reviewed the Owner's application and has determined that the proposed redevelopment and rehabilitation, if completed, complies with the Redevelopment Plan; and

WHEREAS, the Owner holds title to the real property (the **"Property"**) which is legally described in the attached **Exhibit B**, which the Owner will redevelop and rehabilitate by completing the Improvements described in **Exhibit A** (the **"Improvements"**) in order to complete the redevelopment project (the **"Redevelopment Project"** or **"Project"**) for which tax abatement will be provided through the Redevelopment Plan and in accordance with the Agreement; and

WHEREAS, the Corporation desires to assign, and the Owner desires to assume, certain of the Corporation's rights, duties and obligations, with respect to the completion and maintenance of the Improvements in exchange for tax abatement.

NOW, THEREFORE, for and in consideration of the above recitals, the mutual promises, covenants, undertakings and understanding hereinafter set forth, and other good valuable consideration, the Corporation and the Owner agree that:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, understanding, requirement or decision of or agreement with or by any governmental entity.

"Lot" means, (1) where the Property is subdivided, a lot created by subdivision of the Property, or (2) where the Property is not subdivided, all of the Property, which in either case is developed in accordance with budget pages set forth in **Exhibit A**. Reference to "Lots" herein shall mean the single Lot where the Property is not subdivided.

"Owner" means the party described in the introductory paragraph of this Agreement and any purchaser of the Property that is authorized to continue to receive tax abatement as described in this Agreement.

"PILOT Payment" means payments in lieu of taxes allowed by Section 353.110.4, RSMo, and as provided in this Agreement.

"Redevelopment Area" means all of the real property located within and comprising the Redevelopment Area as more particularly described in the Redevelopment Plan upon which redevelopment projects may be completed pursuant to this Agreement.

"Reimbursable Costs" means the costs incurred by the Owner for constructing improvements on the Property which may be certified for reimbursement in accordance with the provisions of this Agreement. The budget for the Reimbursable Costs is set forth in **Exhibit A** with respect to each anticipated Lot on the Property.

"Urban Redevelopment Corporations Law" means Chapter 353 of the Revised Statutes of Missouri, as amended.

2. Representations of Owner. Owner represents that:

A. Owner understands the potential effect that participation in this program may have on existing liens and title insurance policies related to the Redevelopment Project.

B. Owner has obtained from the provider of any title insurance policy for the Redevelopment Project an endorsement on such policy that permits the existing title insurance policy to continue regardless of the property transfer that is required to participate in this program.

C. Owner has received any required consent of any mortgage lender to participate in this program and the mortgage lender will waive its right to enforce a "due on sale" or similar clause against the Owner as a result of the property transfer that is required as a component of participation in this program.

D. Owner will take steps to ensure that the recitals in this Section are explained to each buyer of a developed Lot.

E. Owner understands that this Agreement is in addition to any written agreement with the Corporation or the City and does not relieve the Owner of any obligations or requirements under such written agreements.

3. Notice to Proceed. The Corporation, concurrent with the Corporation's execution of this Agreement, hereby consents to provide the tax abatement requested by Owner and approved by the Board of Aldermen, upon satisfaction of the terms and conditions of this Agreement.

4. Assignment of Corporation's Rights and Obligations.

   A. The Corporation assigns and the Owner assumes the Corporation's duties and obligations to clear blight, complete and maintain the Improvements as described in **Exhibit A** and to maintain the Redevelopment Project in accordance with all Applicable Laws and Requirements.

   B. The Corporation also assigns and the Owner assumes the Corporation's rights to tax abatement in accordance with the approval granted by the Board of Aldermen and in accordance with this Agreement, the Redevelopment Plan and the Urban Redevelopment Corporations Law.

   C. The Owner may assign the right to receive tax abatement to the purchaser and re-purchaser of each Lot, and the tax abatement provided by this Agreement and assigned to the Owner shall be deemed assigned to the purchaser and each re-purchaser of such Lot provided that all terms and conditions of this Agreement are satisfied at the closing of such transaction and continue to be satisfied on such Lot in order to maintain the level of tax abatement authorized by this Agreement. Tax abatement for any transferred Lot

may be terminated in the event that any subsequent owner fails to comply with any terms and conditions of this Agreement.

D. Owner and each subsequent seller of each Lot shall provide a fully-executed original of the attached notice in **Exhibit C** upon the sale of each Lot in order for the tax abatement provided under this Agreement to continue with respect to that Lot. The failure to deliver a fully-executed original shall give the Corporation the right to terminate the tax abatement with respect to that Lot.

5. Improvements to Redevelopment Project.

A. Time for Completion. The Owner shall commence or direct the commencement of work promptly in accordance with the Application set forth in **Exhibit A**, and shall continue and complete the work in accordance with the schedule set forth in **Exhibit A**. All work on the Improvements must be performed with reasonable diligence and work may not cease for more than fifteen (15) consecutive days.

B. Completion of Improvements. The Owner shall make and maintain or cause to be made all Improvements in a workmanlike manner, in accordance with all Applicable Laws and Requirements, and in accordance with the description of the Improvements set forth on the attached **Exhibit A**. The Owner shall comply with all requirements provided in any written agreements entered into with the Corporation or the City. The Owner shall obtain or shall cause to be obtained all licenses, permits or other approvals required by any governmental authorities to complete the Improvements.

C. Final Inspection. Upon the completion of the Improvements the Owner shall submit to the Corporation copies of all paid invoices and approved permits. The Owner also shall furnish all records, contracts, bills and other documents relating to the Redevelopment Project and any Improvements that the Corporation reasonably request. Representatives of the Corporation or the City shall have the right to enter upon the Property during the period of any construction and after the completion of construction to determine whether the Improvements conform to this Agreement.

D. Extension of Time for Completion. The Owner may submit to the Corporation a request to extend the time for completion of the Improvements. Such request shall be in writing and shall state, at a minimum: (i) the reason for the extension; (ii) the Improvements that remain to be completed; and (iii) the proposed length of time needed to complete the Improvements. Upon review of the Owner's request for extension of time, the Corporation, in cases of undue hardship, may extend the date of completion of the Improvements.

E. Certification of Reimbursable Costs. The Reimbursable Costs shall be established in accordance with the following:

1) All requests for certification of Reimbursable Costs shall be made in writing and directed to the Corporation. The Owner may submit a reimbursement request not more often than once each calendar quarter, and the total amount of all reimbursement requests shall be in accordance with the terms and conditions of this Section 5. The written request for reimbursement shall specify and itemize the improvement costs that have actually been incurred and paid by the Owner for construction of Improvements on each Lot in accordance with this Agreement, by line-item category of costs as set forth in the budget pages in **Exhibit A** with respect to each Lot, and shall be accompanied by sufficient documentation to provide proof that such costs have been incurred and paid. The Owner shall, at the Corporation's request, provide additional itemized invoices, receipts or other information that is reasonably requested by the Corporation to confirm that any submitted cost qualifies for reimbursement under this Agreement. The Corporation shall either approve or reject each request for reimbursement in writing within thirty (30) days after the submission thereof.

2) The amounts that are approved by the City shall be the "Certified Reimbursable Costs" under this Agreement. The Certified Reimbursable Costs shall be assigned to an applicable Lot, and the amount of the Certified Reimbursable Costs for such Lot shall be used to determine the duration of the tax abatement as provided in Section 6 for such Lot.

6. Tax Abatement.

A. The Lots may be transferred to the Corporation to initiate tax abatement as provided in this Agreement. Lots may be transferred to the Corporation when the Improvements are constructed on each such Lot as described on the attached **Exhibit A** and when the Owner seeks to initiate the tax abatement period as allowed by this Agreement. Upon the Owner's transfer of a Lot to the Corporation as allowed by this Agreement, tax abatement shall commence immediately in the year of such transfer.

B. The Improvements constructed on the real property described in **Exhibit B** shall be subject to partial ad valorem real property tax abatement for twelve years, except in an event expressly provided for in this Agreement. During the abatement period, the Owner and subsequent owners of a Lot will pay the reduced amount of ad valorem real property taxes required by the Urban Redevelopment Corporations Law and make a PILOT Payments equal to 100% of the amount of annual ad valorem real property taxes paid on the Property prior to the state of the abatement period. The tax abatement rights for the Improvements are as follows:

Taxing Jurisdiction	Abatement Percentage
	Years 1-12
Kearney Fire and Rescue Protection District of Clay County, Missouri	50%
All Remaining Taxing Jurisdictions	100%

C. The Corporation hereby assigns to the Owner the Corporation's right to tax abatement for the Redevelopment Project, subject to the terms and conditions of this Agreement. The tax abatement right for each lot shall be for twelve years.

D. The Property shall be transferred by the Corporation back to the Owner promptly after such transfer to the Corporation, and the tax abatement authorized above in this Section shall continue in accordance with the terms and conditions of this Agreement.

E. Termination of Abatement. The following events shall provide the Corporation with the right to terminate the tax abatement:

1) Failure of the Owner or an authorized purchaser to observe and perform any covenant, condition or agreement as provided in this Agreement.

2) Failure to comply with the schedule of development, or to construct and maintain the Improvements, as set forth in **Exhibit A**.

3) The filing by the Owner or an authorized purchaser of a petition in involuntary bankruptcy, or failure by the Owner to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the Owner to carry on its operation, or adjudication of the Owner as bankrupt, or assignment by the Owner for the benefit of creditors. To the extent that the Owner is a bank, then the placement of the Owner in an involuntary receivership (or similar legal process) by its chartering authority.

4) Failure to pay all required real estate taxes or payments in lieu of taxes which are assessed against the Property before they become delinquent.

5) Failure of the Owner to pay any personal property or business license taxes which are attributable to the Property or any activities on the Property.

6) The Owner fails to cooperate with and permit, at a reasonable time and upon reasonable prior notice, authorized representative of the City or the Corporation to enter upon the Redevelopment Project during the period of any construction and after completion of the Improvements to determine whether the Redevelopment Project conforms to this Agreement.

7) The failure of the Owner to comply with all Applicable Laws and Requirements.

8) Foreclosure on the Property or any portion thereof by a lender and transfer of the Property or any portion thereof to the lender or a subsequent owner.

9) Default in the performance or breach of any written agreement entered into between the Owner and the Corporation or the City related to the Project. In the event that such other agreement provides the Owner with different or more restrictive covenants, different or additional events allowing termination and/or greater rights and remedies than are provided to the Corporation and/or the City in this Agreement, such different or more restrictive covenants, different or additional events allowing termination and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Corporation and/or City shall have the benefits of such different or more restrictive covenants, different or additional events allowing termination and/or greater rights and remedies as if specifically set forth herein.

7. Inspections. The Corporation may conduct on-site inspections on a periodic basis to ensure compliance with this Agreement. The Owner shall cooperate with the Corporation and permit access to the Project for such inspections at reasonable times, at the request of the Corporation, and with reasonable notice.

8. Appeals. Except as otherwise provided in this Section, an Owner who is aggrieved by the decision of the Corporation with regard to the implementation and enforcement of the Redevelopment Plan and this Agreement may appeal such decision to the Board of Aldermen of the City. The decision of the Board of Aldermen shall be final and conclusive.

9. Excusable Delays. The Parties understand and agree that neither Party shall be deemed to be in default of this Agreement because of Excusable Delays. **"Excusable Delay"** means any delay beyond the reasonable control of the Party affected, caused by damage or destruction by fire or other casualty, strike, shortage or materials, unavailability or labor, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, interfering with the redevelopment and rehabilitation of the Redevelopment Project through the completion of all or any portion of the Improvements, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

10. Indemnification. The Owner shall indemnify the Corporation and the City and their officers, agents and representatives from any liability for injury or damage arising from any casualty to persons or property due to the negligence, omission or willful, wrongful act of the Owner in connection with the redevelopment and rehabilitation of the Redevelopment Project

through the completion of the Improvements, or arising from a failure of the Corporation or its officers to compel, supervise or inspect any construction, reconstruction or maintenance of the Redevelopment Project. The Owner is responsible for compliance with all Applicable Laws and Requirements and agrees to hold harmless and indemnify the Corporation and the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the Owner's failure to comply with any applicable state law.

11. Dealings between the Parties. The Parties agree to and shall cooperate and deal with each other in good faith, and shall assist each other whenever possible, appropriate or necessary in the performance of this Agreement. The Parties agree to take such actions (including adopting additional and further resolutions, rules, regulations or codes) and to make, execute and deliver such further and/or additional documents, agreements, instruments and/or understanding as may be required, necessary or convenient to effectuate fully this Agreement and all of the terms, conditions and provisions hereof and to act reasonably and expeditiously in all performances or understanding required under or by this Agreement. The Owner acknowledges that City staff and City representatives work closely with the Corporation, and the rights, duties and obligations of the Corporation under this Agreement may be carried out and completed with the assistance of City staff on behalf of the Corporation.

12. Recording. This Agreement shall be recorded by the Corporation in the office of Recorder of Deeds in Clay County, Missouri.

13. No Waiver. Any failure by either Party to insist upon or enforce any of their respective rights or duties hereunder shall not constitute a waiver, nor shall a failure to insist upon or enforce any rights preclude either Party from insisting upon or enforcing any of their respective rights or duties during the remaining term of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

15. Severability. If any one or more of the terms, provisions or conditions of this Agreement shall be declared unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining terms, conditions and provisions contained herein shall in no way be affected, prejudiced, limited or impaired thereby.

16. Interpretation. As used herein, the plural shall include the singular, the singular shall include the plural, and use of any gender shall be applicable to all genders.

17. Entire Agreement. This Agreement and all Exhibits attached hereto constitute the entire understanding between the Parties and supersede any and all prior agreements or understanding, whether oral or written, pertaining to the subject matter of this Agreement. This Agreement may be amended only by the mutual consent of the Parties, and by the execution of an amendment by the Parties or their respective successors in interest.

18. Electronic Transmission. The Owner and the Corporation agree that the transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Parties have set their hand the date and years first above written.

Connie Stoffle

By:_____
Title:_____
Date:_____

STATE OF _____)
) **SS.**
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Connie Stoffle, who is the property owner of 208 E. Washington Street, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the free act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires:

_____

K-353 REDEVELOPMENT CORPORATION

By:_____

Date: _____

STATE OF MISSOURI)
) **SS.**
COUNTY OF CLAY)

BE IT REMEMBERED, that on this ____ day of _____, 2026, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is the _____ of the K-353 Redevelopment Corporation (the "Corporation"), a Missouri redevelopment corporation organized pursuant to Chapter 353 of the Revised Statutes of Missouri, who is personally known to me to be the same person who executed the within instrument on behalf of the Corporation, and such person duly acknowledged the execution of the same to be the free act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
NOTARY PUBLIC

[SEAL]

My Commission Expires:

_____

EXHIBIT A

DESCRIPTION OF THE REDEVELOPMENT PROJECT

K-353 Redevelopment Corporation
Resolution No. 2026-3

A RESOLUTION OF THE BOARD OF DIRECTORS RECOMMENDING APPROVAL OF A REDEVELOPMENT PROJECT FOR Connie Stoffle (Washington Street Duplex Project) UNDER THE K-353 REDEVELOPMENT CORPORATION REDEVELOPMENT PLAN.

WHEREAS, the K-353 Redevelopment Corporation (the "Corporation") is an Urban Redevelopment Corporation organized under and pursuant to the Urban Redevelopment Corporations Law, as amended, to carry out the purposes and implementation of the K-353 Redevelopment Corporation Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan contemplates the development and redevelopment of an area described therein as the "Redevelopment Area"; and

WHEREAS, on October 21, 2024, after (1) due notice was given to each political subdivision whose boundaries for ad valorem taxation purposes included any portion of the real property included within the Redevelopment Area and (2) the Board of Aldermen of the City (the "Board of Aldermen") held a public hearing and the Board of Aldermen approved the Redevelopment Plan in accordance with Chapter 353, RSMo, as amended, pursuant to Ordinance No. 1592-2024; and

WHEREAS, Connie Stoffle (the "Applicant") submitted an application on October 7, 2026, seeking tax abatement and describing the Applicant's plan to improve the property at 208 E. Washington St. (the "Project Area") by constructing a new residential duplex (the "Project"); and

WHEREAS, the Project is within the Redevelopment Area as depicted in **Exhibit 1** to the Redevelopment Plan; and

WHEREAS, the Board of Directors of the Corporation hereby finds and determines that the Project is consistent with the Redevelopment Plan.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE K-353 REDEVELOPMENT CORPORATION, AS FOLLOWS:

SECTION 1. The Corporation recommends approval of the Project by the Board of Aldermen with the condition that all nuisance conditions are abated prior to tax abatement.

SECTION 2. This Resolution shall take effect and be in full force from and after its passage and approval.

Passed November 6th, 2026

Approved:

President

EXHIBIT B
LEGAL DESCRIPTION

Lot 10, Block C Grooms Addition Kearney

EXHIBIT C

NOTICE FOR PURCHASE OF LOT

---

*This Notice, signed by the buyer, must be provided to the K-353 Redevelopment Corporation (the "**Corporation**") upon the sale of any Lot that is described in the Abatement Agreement for the 208 E Washington Street Project in the K-353 Redevelopment Area dated _____, 2026 (the "**Abatement Agreement**"). If not provided upon the purchase of property, the tax abatement provided by the Corporation may be terminated for such property. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Abatement Agreement.*

Legal Description and Address of Property:

_____

The undersigned hereby acknowledges and agrees to the following:

1. Acquisition and ownership of the Property described above is subject in all respects to the rights, duties and obligations of the Abatement Agreement.

2. The property described above is located within the boundaries of the Redevelopment Area for the K-353 Redevelopment Corporation Redevelopment Plan which has been approved by the City of Kearney, Missouri, and the property will receive the benefit of tax abatement in exchange for constructing and maintaining the property in the condition described in the Abatement Agreement and continuing to satisfy all terms and conditions of the Abatement Agreement.

3. The Improvements constructed on the real property shall be subject to partial ad valorem real property tax abatement for twelve years, except in an event expressly provided for in this Agreement. During the abatement period, the Owner and subsequent owners of a Lot will pay the reduced amount of ad valorem real property taxes required by the Urban Redevelopment Corporations Law and make a PILOT Payments equal to 100% of the amount of annual ad valorem real property taxes paid on the Property prior to the state of the abatement period. The tax abatement rights for the Improvements are as follows:

Taxing Jurisdiction	Abatement Percentage
	Years 1-12
Kearney Fire and Rescue Protection District of Clay County, Missouri	50%
All Remaining Taxing Jurisdictions	100%

4. The tax abatement provided for the property will last for twelve years.

5. As the successor in interest to property described in the Abatement Agreement, I agree to comply with the terms and conditions of the Abatement Agreement in order to continue to receive the tax abatement benefits provided by the City and the Corporation.

6. I understand that I am responsible for maintaining an adequate funds in escrow with any lender for my property, in accordance with the terms and conditions of such loan, in order to pay real estate taxes when due under the law after tax abatement is terminated in accordance with the Abatement Agreement.

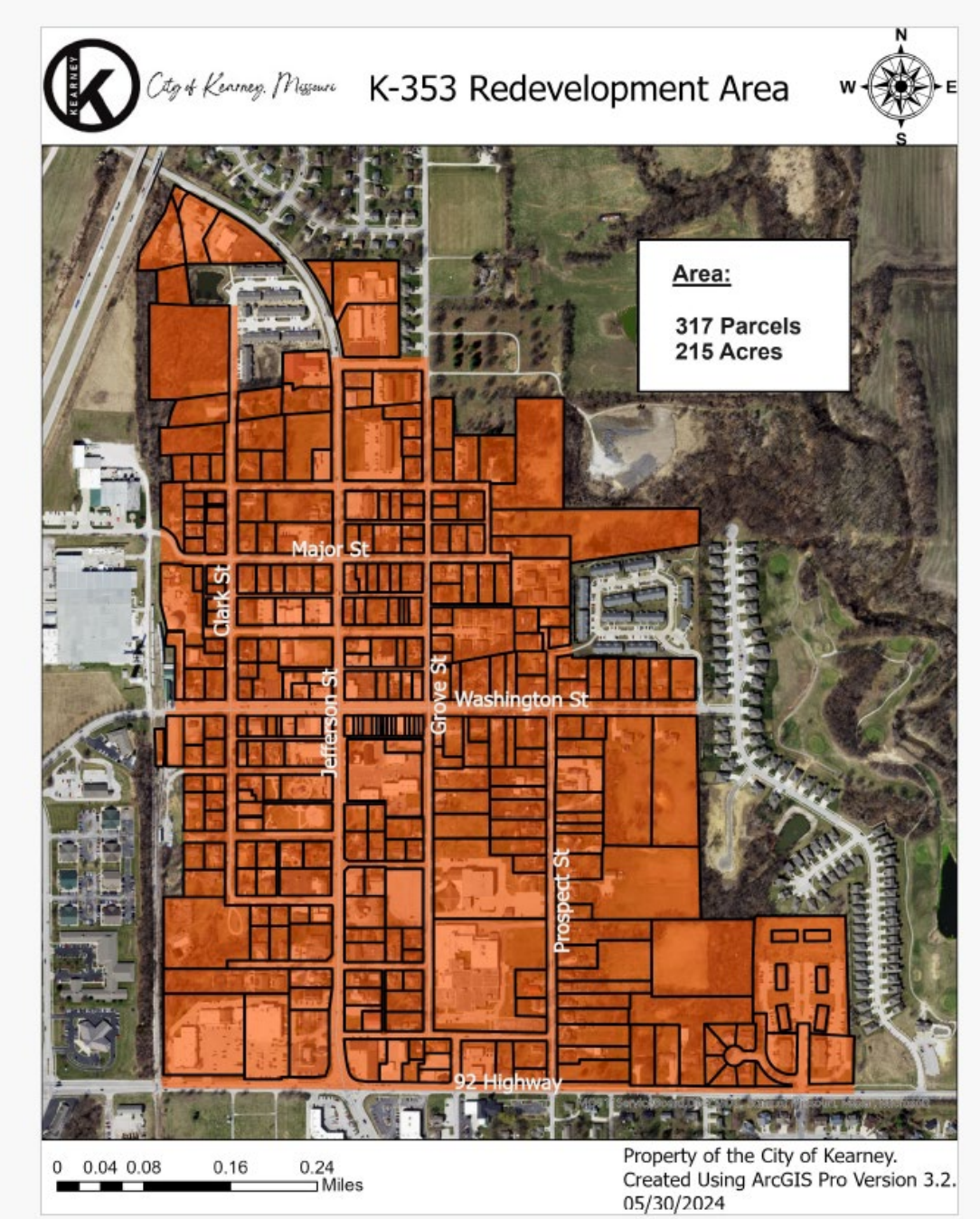
Signature: _____

Name: _____

Date: _____

Exhibit B

Redevelopment Area



City of Kearney
100 E. Washington St. ● Kearney, MO 64060 ● 816-628-4142 ● cityhall@kearneymo.us

Board of Aldermen
STAFF REPORT

Meeting Date: November 16, 2026
Project: Washington Street Duplex
Applicant: Connie Stoffle
Location: 208 E. Washington Street
Requested Incentive: K-353 Real Property Tax Abatement
Recommended Incentive Level: Level B – Market Stimulating Investment

PROJECT DESCRIPTION

Connie Stoffle has submitted an application for the K-353 tax abatement for the proposed construction of a two-story residential duplex at 208 E. Washington Street in Kearney.

The applicant proposes a Craftsman-style building designed to compliment the surrounding neighborhood. Each of the two units would contain three bedrooms, including a bedroom and bathroom, half bath and laundry all on the main level, with two additional bedrooms, a bath and loft space on the second floor. Each unit will also have a single car garage, front porch and private patio. The applicant indicates the property will be held as a rental investment in a trust.

K-353 PROGRAM ELIGIBILITY

The K-353 Redevelopment Plan Policy encourages investment and reinvestment within the designated redevelopment area, improvement of building conditions and appearance, and revitalization of original Kearney neighborhoods. The policy contemplates both new construction and rehabilitation of residential buildings. The proposed new residential structure appears generally consistent with the program's reinvestment objectives.

INVESTMENT AND INCENTIVE LEVEL

The applicant identified a total project investment of $668,613.
Under the K-353 Redevelopment Plan Policy:

- Level B applies to the projects with qualifying investment from $150,000 through $749,999.

Based on the submitted estimate, the project all within Level B-Marketing Stimulating Investment. Level B provides 100% real property tax abatement for 12 years on the increase in value, subject to the required payments in lieu of taxes (PILOTS) and other program requirements.

TAX IMPACT ANALYSIS

Staff prepared a Tax Impact Analysis utilizing an estimated current market value of $16,000 and estimated qualifying improvements of $668,613.

The analysis assumes that the improvements increase market value by an amount equal to the estimated cost of qualifying improvements, resulting in an initial estimated market value after redevelopment of approximately $684,613 and an estimated assessed value increase of approximately $127,036.

The analysis also assumes annual appreciation of 2%.

Over the 12-year Level B abatement period:

- Estimated taxes generated by the property without redevelopment are approximately $2,757.
- Estimated taxes that would be generated by the redeveloped property without abatement are approximately $116,394.
- Approximately $107,902 in property taxes are estimated to be abated.
- Approximately $8,492 in property taxes are estimated to remain payable to the affected taxing jurisdictions during the abatement period.

The approximate 12-year tax abatement by jurisdiction is:

- Kearney School District – $78,579
- Kearney Fire Protection District – $8,280
- City of Kearney – $8,955
- Mid-Continent Public Library – $4,952
- Clay County – $2,229
- Handicap Workshop – $1,648
- Mental Health – $1,375
- Public Health – $1,375
- State Blind Pension Fund – $510
-

The Fire Protection District is treated differently under the K-353 calculation, with approximately 50% of its levy continuing to apply to the increased value during the abatement period.

Following expiration of the 12-year abatement period, the full assessed value of the improvements would become subject to the applicable property tax levies. Based upon the assumptions contained in the Tax Impact Analysis, the improvements are projected to generate approximately $146,119 in additional property tax revenue during the subsequent 12-year period.

Actual future assessed values, tax levies and property tax collections will vary from the estimates contained in the Tax Impact Analysis.

STAFF ANALYSIS

The proposed project represents a substantial investment within the K-353 Redevelopment Area. Its Craftsman style design and proposed site improvements help to advance the policy's objectives of strengthening neighborhood appearance and the local tax base.

Staff finds that the project meets the investment threshold for a Level B incentive and generally furthers the objectives of the K-353 Redevelopment Plan related to reinvestment, removal of blighting influences, increased property values, housing and revitalization of the Redevelopment Area.

The requested incentive represents a temporary reduction in new property tax revenue, particularly to the Kearney School District. However, the existing tax base is maintained during the abatement period, a portion of the Fire District's increased tax revenue remains payable, and the project is expected to create a substantially larger taxable property base following expiration of the incentive.

RECOMMENDATION

The K-353 Redevelopment Corporation Board recommend approval of the Washington Street Duplex project to the Board of Aldermen as a Level B – Market Stimulating Investment, providing 100% tax abatement on the eligible increase in real property value for a period of 12 years, subject to all requirements of the K-353 Redevelopment Plan, K-353 Redevelopment Plan Policy, Residential Guidelines, redevelopment agreement and applicable City requirements.

Recommendation is further conditioned upon:

1. Final verification of qualifying project costs through invoices and other documentation required by the K-353 Redevelopment Plan Policy;
2. Compliance with applicable development, zoning, building and property maintenance requirements; and
3. Execution of all agreements and documents required to activate the Chapter 353 tax abatement.

K-353 REDEVELOPMENT PLAN
PROJECT APPLICATION

Per the K-353 Redevelopment Plan Policy, all project applications must be approved by the Board of Aldermen prior to the start of any repairs or improvements included in the scope of work.

Applicant's Name: Connie Staffle		
Project Address: 208 E. Washington, Kearney, MO 64060		
Phone Number: 816-517-1468	Email Address: conniesgarden1840@gmail.com	
Is the Applicant the Owner of the Property?	☒ Yes ☐ No (attach owner support letter)	
Investment Amount: $ 668,600	Project Start Date: Nov 26	Project Completion Date: Sept 27

A narrative must be provided that responds to the following questions:

- ☑ Existing and proposed use(s) of the building and property. If a commercial property, provide name of all businesses that are covered under the project.
- ☑ Description of scope of work, including breakdown between exterior and interior improvements (see page 2)
  *Note: interior improvements are not eligible for abatement for projects less than $25,000 and are capped at 50% of the total investment that may be abated for projects greater than $25,000.

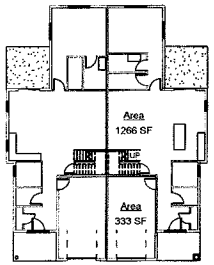
The following must be provided for a complete application. Applications will not be submitted to the K-353 Redevelopment Corporation Board for first review unless the following items are included.

- ☑ Completed and Signed Application (This Document)
- ☑ Proof of Property Ownership (Warranty Deed)
- ☑ Narrative (as Described Above)
- ☑ Itemized Cost of Improvements (Including Breakdown of Exterior and Interior (see page 2)
- ☑ Current photos of Building and Property (Including Interior if Interior Improvements are Proposed)
- ☑ Most Recent Real Property Tax Receipt
- ☑ Current Business License (if Applicable) NC
- ☑ Application fee (Residential Addition/Remodel $200, Commercial Addition/Remodel $300 / Residential and Commercial New Structure $500 (Check Made Payable to the City of Kearney)

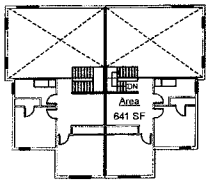
By signing below, I acknowledge that I have reviewed the K-353 Redevelopment Plan Policy documents. I understand that any scope of work that has been started at the time of this application or during the application review process is ineligible and cannot be included in the total investment amount for tax abatement purposes. I agree to allow the City of Kearney to copy and distribute all project plans, materials, and information and post on the City of Kearney website as necessary for the project approval process, including public hearings. Furthermore, I give consent to City of Kearney staff responsible for reviewing this application permission to access the exterior of the property to document any items listed under the scope of work and give consent for staff to coordinate with me a date and time needed to access the interior of the building to document any interior items listed under the scope of work.

Applicant Signature(s): Connie Staffle **Date:** 10-7-26

Applicant Signature(s): _____ **Date:** _____



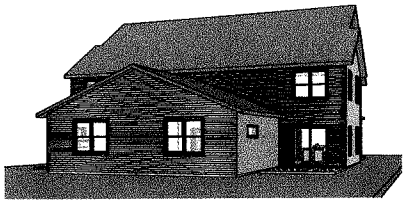
Floor 1 Area Plan



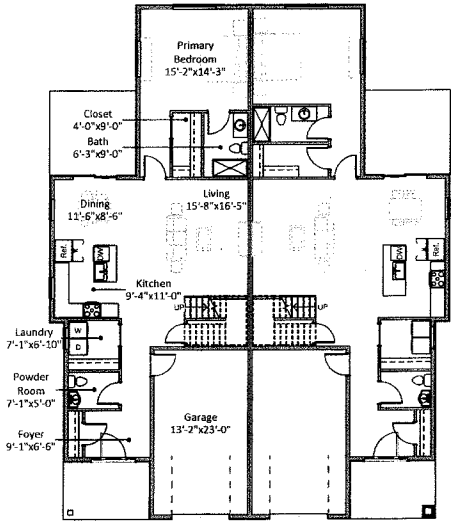
Floor 2 Area Plan



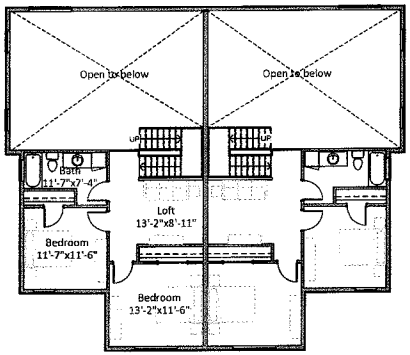
Front Exterior



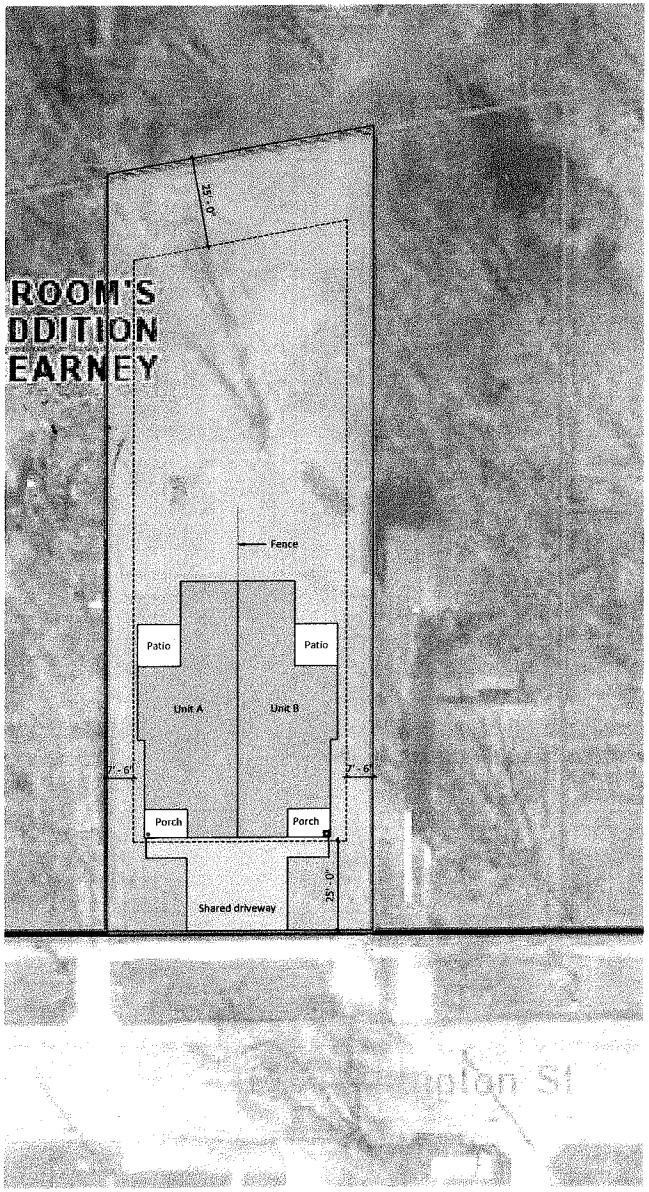
Back Exterior



Floor 1 - Presentation



Floor 2 - Presentation



Site Plan

Scale: 1/8" = 1'-0"

Scale: 1/16" = 1'-0"

11/16/2026 Aldermen Meeting Packet, Page 153

Application for K-353 Redevelopment Plan

208 E Washington Street

Groom's Addition

Kearney, MO 64060

October 8, 2026

My plan is to build a two story duplex in the craftsman style to blend in with the current neighborhood. Each side will have a bedroom with a bathroom on the main floor, a half bath, laundry, single car garage, front porch, and private patio. Each side also has two bedrooms upstairs, a bathroom and an open loft area.

This is an investment to be used as rental property to be included in my trust.

Connie Stoffle

Connie Stoffle

781-517-1468

Scope of Work – A detailed breakdown of the scope of work and anticipated costs must be provided. Provide additional supporting documentation as necessary. Examples of scope of work categories include painting, tuck-pointing, roofing, walls/siding, signage, awnings, etc. and need to be split between exterior and interior.

Scope / Description	Interior	Exterior	Anticipated Cost
Lot prep - Survey - Excavation - Backfill - Gravel - Foundation	☐	☒	$ 70,700
Lumber - Windows - doors - Trim Framing - Plumbing - HVAC - flooring	☒	☐	$ 441,167.00
Painting - Driveway - Sidewalks Patio Complete breakdown attached	☐	☒	$ 156,733.00
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
	☐	☐	$
Total Anticipated Costs:			$ 668.600

ESTIMATE

Ashelford Construction, LLC.
16520 N Winan Rd
Platte City, MO 64079

dale@ashelford.com
+1 (816) 806-4141
www.ashelford.com

Bill to
Connie Stoffle

Ship to
Connie Stoffle

Estimate details
Estimate no.: 1164
Estimate date: 05/22/2026

#	Product/service	Description	Amount
1.	**Lot**		$0.00
2.	**Lot Prep**		$1,500.00
3.	**Plans**		$0.00
4.	**Survey**		$1,100.00
5.	**Excavation**		$6,000.00
6.	**Backfill**		$2,000.00
7.	**Gravel**		$4,600.00
8.	**Foundation**		$25,000.00
9.	**Waterproofing**		$0.00
10.	**Silt Fence**		$1,500.00
11.	**Flatwork**		$29,000.00
12.	**Suspended Slab**		$0.00
13.	**Structural Steel**		$0.00
14.	**Lumber**	Sprint Lumber	$74,350.00
15.	**Windows and Exterior Doors**	Sprint Lumber	$21,000.00
16.	**Interior Trim**		$11,000.00
17.	**Framing**		$48,000.00

18. **Trim Labor**	$6,000.00
19. **Deck labor**	$0.00
20. **Roofing**	$16,000.00
21. **Water line**	$4,000.00
22. **Plumbing**	$20,330.00
23. **Plumbing Fixtures**	$2,500.00
24. **Septic**	$23,000.00
25. **Drywall**	$22,000.00
26. **Permits**	$10,000.00
27. **Water meter**	$10,000.00
28. **Utilities**	$0.00
29. **Brick or Stone**	$0.00
30. **Stucco**	$0.00
31. **Electrical**	$30,000.00
32. **Trenching and Service Line**	$8,000.00
33. **Light Fixtures**	$4,000.00
34. **Insulation**	$11,000.00
35. **Insurance**	$1,500.00
36. **HVAC**	$32,000.00
37. **Hardware**	$2,000.00
38. **Garage Doors**	$8,000.00
39. **Garage Door Openers**	$3,000.00
40. **Flooring**	$28,500.00
41. **Cabinets**	$30,000.00
42. **Counters**	$15,000.00
43. **painting**	$26,000.00
44. **Driveway, sidewalks and patios**	$20,000.00
45. **Wall Tile**	$6,000.00

46. **Appliances**		$14,000.00
47. **Final Grade**		$2,000.00
48. **Misc Labor**		$2,000.00
49. **Grass**		$8,000.00
50. **Clean up**		$8,000.00
51. **Fireplace**		$0.00
52. **Gutters**		$4,000.00
53. **Shower Doors**		$4,000.00
54. **Retaining Walls**		$0.00
55. **Security**	Cell camera on site with storage provided by builder	$750.00
56. **Propane Tank**		$0.00
57. **Buried Down Spouts**		$0.00
58. **Porta Potty**		$1,200.00
59. **Builders Commission**		$60,783.00
	Total	**$668,613.00**

Accepted date **Accepted by**

K-353 REDEVELOPMENT CORPORATION
TAX IMPACT ANALYSIS - RESIDENTIAL (LEVEL B)
208 E Washington Street

SECTION A. ASSUMPTIONS

SECTION 1 **PROPERTY**

Property Address	Parcel #	Current Market Value (2025)	Class	Current Assessed Valuation (AV)
208 E. Washington St	7909000201600	$ 16,000	19%	$ 3,034

SECTION 2 **TAX LEVIES**

2025 Tax Levies		353 POLICY
Kearney School District	$ 4.6192	$ 4.6192
Kearney Fire Protection District	$ 0.9735	$ 0.4868
City of Kearney	$ 0.5264	$ 0.5264
Handicap Workshop	$ 0.0969	$ 0.0969
Clay County	$ 0.1310	$ 0.1310
Mental Health	$ 0.0808	$ 0.0808
Public Health	$ 0.0808	$ 0.0808
Midcontinent Public Library	$ 0.2911	$ 0.2911
State Blind Pension Fund	$ 0.0300	$ 0.0300
Replacement Tax	$ -	$ -
Total	6.8297	$ 6.3430

SECTION 3 **Improvements Impact to Market Value:** Market value will increase 100% of the total cost of improvements

SECTION 4 **Estimated Improvements:**

Estimated Cost of Improvements	Estimated Market Value of Improvements	Estimated AV of Improvements
$ 668,613	$ 668,613	$ 127,036

SECTION 5 **Abatement Term:** **Level B - 100% Tax Abatement For 12 Years**

SECTION 6 **Inflation per year:** 2%

	Current Market Value	Estimated Market Value of Improvements	Estimated Market Value with Improvements
1	$ 16,000	$ 668,613	**$ 684,613**
2	$ 16,320	$ 681,985	**$ 698,305**
3	$ 16,646	$ 695,625	**$ 712,271**
4	$ 16,979	$ 709,537	**$ 726,517**
5	$ 17,319	$ 723,728	**$ 741,047**
6	$ 17,665	$ 738,203	**$ 755,868**
7	$ 18,019	$ 752,967	**$ 770,985**
8	$ 18,379	$ 768,026	**$ 786,405**
9	$ 18,747	$ 783,387	**$ 802,133**
10	$ 19,121	$ 799,054	**$ 818,176**
11	$ 19,504	$ 815,036	**$ 834,539**
12	$ 19,894	$ 831,336	**$ 851,230**

SECTION B. Estimated taxes without the improvement projects

Tax Year		Tax Amount
1	$	208
2	$	208
3	$	216
4	$	216
5	$	225
6	$	225
7	$	234
8	$	234
9	$	243
10	$	243
11	$	253
12	$	253
TOTAL	$	2,757

SECTION D. Estimated abated taxes with the improvement projects

Tax Year		Tax Abatement Amount	
1	$	8,043	
2	$	8,208	
3	$	8,368	
4	$	8,540	
5	$	8,706	
6	$	8,885	
7	$	9,058	
8	$	9,244	
9	$	9,424	
10	$	9,617	
11	$	9,804	
12	$	10,006	
TOTAL	$	107,902	16.14%

SECTION E. Estimated taxes with the improvement projects without abatement

Tax Year		Tax Amount
1	$	8,676
2	$	8,854
3	$	9,027
4	$	9,212
5	$	9,391
6	$	9,584
7	$	9,771
8	$	9,971
9	$	10,166
10	$	10,374
11	$	10,576
12	$	10,793
TOTAL	$	116,394

SECTION F. **Tax Abatement Amount - All Taxing Jurisdictions**

Taxing Entity	Kearney School District	Kearney Fire Protection District	City of Kearney	Handicap Workshop	Clay County	Mental Health	Public Health	Midcontinent Public Library	State Blind Pension Fund	Replacement Tax	Total
% of tax rate	72.8242%	7.6739%	8.2990%	1.5277%	2.0653%	1.2739%	1.2739%	4.5893%	0.4730%	0.0000%	100.0000%
1	$5,857.30	$617.22	$667.49	$122.87	$166.11	$102.46	$102.46	$369.12	$38.04	$0.00	$8,043.08
2	$5,977.47	$629.88	$681.19	$125.39	$169.52	$104.56	$104.56	$376.69	$38.82	$0.00	$8,208.09
3	$6,093.93	$642.15	$694.46	$127.84	$172.82	$106.60	$106.60	$384.03	$39.58	$0.00	$8,368.02
4	$6,218.96	$655.33	$708.71	$130.46	$176.37	$108.79	$108.79	$391.91	$40.39	$0.00	$8,539.70
5	$6,340.13	$668.10	$722.52	$133.00	$179.81	$110.91	$110.91	$399.55	$41.18	$0.00	$8,706.09
6	$6,470.20	$681.80	$737.34	$135.73	$183.50	$113.18	$113.18	$407.74	$42.02	$0.00	$8,884.70
7	$6,596.27	$695.09	$751.71	$138.38	$187.07	$115.39	$115.39	$415.69	$42.84	$0.00	$9,057.81
8	$6,731.60	$709.35	$767.13	$141.21	$190.91	$117.75	$117.75	$424.22	$43.72	$0.00	$9,243.65
9	$6,862.76	$723.17	$782.08	$143.97	$194.63	$120.05	$120.05	$432.48	$44.57	$0.00	$9,423.75
10	$7,003.55	$738.00	$798.12	$146.92	$198.62	$122.51	$122.51	$441.36	$45.49	$0.00	$9,617.09
11	$7,140.01	$752.38	$813.67	$149.78	$202.49	$124.90	$124.90	$449.96	$46.38	$0.00	$9,804.47
12	$7,286.50	$767.82	$830.36	$152.86	$206.65	$127.46	$127.46	$459.19	$47.33	$0.00	$10,005.62
TOTAL	$78,578.66	$8,280.28	$8,954.77	$1,648.42	$2,228.50	$1,374.56	$1,374.56	$4,951.94	$510.38	$0.00	$107,902.06

SECTION G **Estimated Taxes - All Taxing Jurisdictions**

Taxing Entity	Kearney School District	Kearney Fire Protection District	City of Kearney	Handicap Workshop	Clay County	Mental Health	Public Health	Midcontinent Public Library	State Blind Pension Fund	Replacement Tax	Total
% of tax rate	67.6340%	14.2539%	7.7075%	1.4188%	1.9181%	1.1831%	1.1831%	4.2623%	0.4393%	0.0000%	100.0000%
1	$140.42	$29.59	$16.00	$2.95	$3.98	$2.46	$2.46	$8.85	$0.91	$0.00	$207.62
2	$140.42	$29.59	$16.00	$2.95	$3.98	$2.46	$2.46	$8.85	$0.91	$0.00	$207.62
3	$146.10	$30.79	$16.65	$3.06	$4.14	$2.56	$2.56	$9.21	$0.95	$0.00	$216.01
4	$146.10	$30.79	$16.65	$3.06	$4.14	$2.56	$2.56	$9.21	$0.95	$0.00	$216.01
5	$152.00	$32.03	$17.32	$3.19	$4.31	$2.66	$2.66	$9.58	$0.99	$0.00	$224.74
6	$152.00	$32.03	$17.32	$3.19	$4.31	$2.66	$2.66	$9.58	$0.99	$0.00	$224.74
7	$158.14	$33.33	$18.02	$3.32	$4.48	$2.77	$2.77	$9.97	$1.03	$0.00	$233.82
8	$158.14	$33.33	$18.02	$3.32	$4.48	$2.77	$2.77	$9.97	$1.03	$0.00	$233.82
9	$164.53	$34.67	$18.75	$3.45	$4.67	$2.88	$2.88	$10.37	$1.07	$0.00	$243.26
10	$164.53	$34.67	$18.75	$3.45	$4.67	$2.88	$2.88	$10.37	$1.07	$0.00	$243.26
11	$171.18	$36.08	$19.51	$3.59	$4.85	$2.99	$2.99	$10.79	$1.11	$0.00	$253.09
12	$171.18	$36.08	$19.51	$3.59	$4.85	$2.99	$2.99	$10.79	$1.11	$0.00	$253.09
TOTAL	$1,864.73	$392.99	$212.50	$39.12	$52.88	$32.62	$32.62	$117.52	$12.11	$0.00	$2,757.09

SECTION H. **After Abatement Term is Over**

Inflation per year: 2%

	Current Market Value	Estimated Market Value of Improvements	Estimated Market Value with Improvements
13	$ 20,292	$ 847,963	**$ 868,255**
14	$ 20,698	$ 864,922	**$ 885,620**
15	$ 21,112	$ 882,221	**$ 903,332**
16	$ 21,534	$ 899,865	**$ 921,399**
17	$ 21,965	$ 917,862	**$ 939,827**
18	$ 22,404	$ 936,220	**$ 958,623**
19	$ 22,852	$ 954,944	**$ 977,796**
20	$ 23,309	$ 974,043	**$ 997,352**
21	$ 23,775	$ 993,524	**$ 1,017,299**
22	$ 24,251	$ 1,013,394	**$ 1,037,645**
23	$ 24,736	$ 1,033,662	**$ 1,058,398**
24	$ 25,230	$ 1,054,335	**$ 1,079,566**

SECTION I. Additional Tax Amount Benefit Due To Improvement - All Taxing Jurisdictions

Taxing Entity	Kearney School District	Kearney Fire Protection District	City of Kearney	Handicap Workshop	Clay County	Mental Health	Public Health	Midcontinent Public Library	State Blind Pension Fund	Replacement Tax	Total
tax rate	$ 4.6192	$ 0.9735	$ 0.52640	$ 0.09690	$ 0.13100	$ 0.08080	$ 0.08080	$ 0.29110	$ 0.03000	$ -	100.0000%
13	$7,442.13	$1,568.43	$848.10	$156.12	$211.06	$130.18	$130.18	$469.00	$48.33	$0.00	$11,003.53
14	$7,442.13	$1,568.43	$848.10	$156.12	$211.06	$130.18	$130.18	$469.00	$48.33	$0.00	$11,003.53
15	$7,742.79	$1,631.80	$882.36	$162.43	$219.58	$135.44	$135.44	$487.95	$50.29	$0.00	$11,448.07
16	$7,742.79	$1,631.80	$882.36	$162.43	$219.58	$135.44	$135.44	$487.95	$50.29	$0.00	$11,448.07
17	$8,055.60	$1,697.72	$918.01	$168.99	$228.46	$140.91	$140.91	$507.66	$52.32	$0.00	$11,910.58
18	$8,055.60	$1,697.72	$918.01	$168.99	$228.46	$140.91	$140.91	$507.66	$52.32	$0.00	$11,910.58
19	$8,381.05	$1,766.31	$955.10	$175.81	$237.69	$146.60	$146.60	$528.17	$54.43	$0.00	$12,391.76
20	$8,381.05	$1,766.31	$955.10	$175.81	$237.69	$146.60	$146.60	$528.17	$54.43	$0.00	$12,391.76
21	$8,719.64	$1,837.67	$993.68	$182.92	$247.29	$152.53	$152.53	$549.51	$56.63	$0.00	$12,892.39
22	$8,719.64	$1,837.67	$993.68	$182.92	$247.29	$152.53	$152.53	$549.51	$56.63	$0.00	$12,892.39
23	$9,071.91	$1,911.91	$1,033.83	$190.31	$257.28	$158.69	$158.69	$571.71	$58.92	$0.00	$13,413.24
24	$9,071.91	$1,911.91	$1,033.83	$190.31	$257.28	$158.69	$158.69	$571.71	$58.92	$0.00	$13,413.24
TOTAL	$98,826.25	$20,827.71	$11,262.15	$2,073.14	$2,802.70	$1,728.69	$1,728.69	$6,227.99	$641.84	$0.00	$146,119.17

BILL NO. 60-2026 ORDINANCE NO. _____

AN ORDINANCE DECLARING THE RESULTS OF THE ELECTION FOR PROPOSITION P, A HALF-CENT PUBLIC SAFETY SALES TAX, HELD IN THE CITY OF KEARNEY, MISSOURI, ON NOVEMBER 3, 2026.

WHEREAS, the election for Proposition P was held on Tuesday, November 3, 2026; and

WHEREAS, the Clay County Board of Election Commissioners has certified the election results; and

WHEREAS, Section 94.903.6, RSMo, requires the City to submit the question of continuation of the public safety sales tax to the voters twenty-five years from the date of its inception and every twenty-five years thereafter, on a date available for elections for the City; and

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

Section 1: The Board of Aldermen hereby finds, declares and determines that the results of the general municipal election held November 3, 2026, as certified by the Clay County Board of Election Commissioners and conducted in accordance with the laws of the State of Missouri, are as follows:

PROPOSITION P

Shall the City of Kearney impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

VOTES IN FAVOR	VOTES OPPOSED
2,527	1,934

The Board of Aldermen finds that more votes were cast in favor of imposing a citywide sales tax at the rate of one-half of one percent for the purpose of improving public safety than were cast in opposition to the proposition.

Section 2: The unofficial election result is attached hereto as **Exhibit A** and incorporated herein by reference.

Section 3: That the sales tax authorized in Section 94.903 of the Revised Statutes of Missouri and imposed subject to the approval of the majority of the qualified voters by Ordinance No. 1704-2026, is hereby imposed and the City Administrator and other appropriate officials of the City are hereby directed to notify the Missouri Department of Revenue of the taxes imposition through the transmission of this Ordinance, including the election results attached as **Exhibit A,** the sample ballot attached hereto as **Exhibit B** and incorporated herein as if fully set forth, and Ordinance No. 1704-2026 to the Missouri Department of Revenue.

Section 4: The Mayor, City Administrator, and other appropriate officials of the City are hereby authorized to take any and all further actions they deem necessary to carry out the intent of this ordinance and to ensure that the tax is collected within the timeframe and in the manner provided by applicable law.

Section 5: This ordinance shall be in full force and effect from and after its passage.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 16TH DAY OF NOVEMBER 2026.

APPROVED:

_____
Randy Pogue, Mayor

ATTEST:

_____
Sheila Ernzen, City Clerk

Exhibit A

(*see attached*)

Clay County

2026 General Election

November 3, 2026

UNOFFICIAL RESULTS

Last Updated Tuesday, November 10, 2026 at 1:32:50 PM

This page auto-refreshes and is updated in real-time.

KEARNEY PROPOSITION P

(Vote for 1)

Last Updated: November 10, 2026, 1:32:50 PM (3 days ago)

Response	Percentage	Votes
YES	56.65%	2,527
NO	43.35%	1,934

PRECINCT RESULTS

NOTICE

These are unofficial election results. The City has not received the certified results from the Clay County Board of Election Commissioners. This page will be replaced with the certified results upon receipt.

Clay County Election Night Reporting

VOTECLAYCOUNTYMO Media Export POWERED BY ENHANCED VOTING

Exhibit B

(*see attached*)

BILL NO. 41-2026 ORDINANCE NO. 1704-2026

AN ORDINANCE OF THE CITY OF KEARNEY, MISSOURI, IMPOSING A SALES TAX FOR THE PURPOSE OF IMPROVING PUBLIC SAFETY AT THE RATE OF ONE-HALF OF ONE PERCENT, PURSUANT TO SECTION 94.903 OF THE REVISED STATUTES OF THE STATE OF MISSOURI; PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY OF KEARNEY, MISSOURI FOR THEIR APPROVAL AT THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

WHEREAS, the City of Kearney, Missouri, as a city of the fourth class having a population of more than nine thousand five hundred but fewer than ten thousand eight hundred inhabitants, is authorized pursuant to Section 94.903 of the Revised Statutes of the State of Missouri to impose a sales tax at the rate of one-half of one percent for the purpose of improving the public safety for such city including, but not limited to, expenditures on equipment, city public safety employee salaries and benefits, and facilities for police; and

WHEREAS, the sales tax authorized pursuant to the aforementioned statute cannot become effective until approved by the qualified voters of the City of Kearney, Missouri at a municipal general, primary, or special election; and

WHEREAS, the Board of Alderman finds that it is in the best interests of the citizens of the City of Kearney, Missouri to impose a sales tax of one-half of one percent pursuant to Section 94.903 of the Revised Statutes of the State of Missouri to improve public safety of the City of Kearney, Missouri, for the approval of the qualified voters of the City of Kearney, Missouri, at the General Municipal Election to be held on November 3, 2026.

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

Section 1. Public Safety Sales Tax. A sales tax at the rate of one-half of one percent for the purpose of improving the public safety for the City of Kearney, Missouri, including, but not limited to, expenditures on equipment, city public safety employee salaries and benefits, and facilities for police, as authorized by Section 94.903 of the Revised Statutes of Missouri, is hereby imposed upon the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Kearney, Missouri, to the extent and manner provided in Sections 144.010 to 144.525 of the Revised Statutes of Missouri.

Section 2. Effective Date. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Election to be held on November 3, 2026, at which election the proposal to authorize the Board of Aldermen of the City of Kearney, Missouri, to impose the sale tax herein provided for shall be submitted to the qualified voters of the City of Kearney, Missouri.

Section 3. Form of Ballot. The ballot to be used in such election shall contain the following question:

Proposition P

Shall the City of Kearney impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

☐ YES ☐ NO

Section 4. Notice of Election. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Clay County, Missouri, in, by, and utilizing a notice substantially similar to **Exhibit A** attached hereto and incorporated into this ordinance as if fully set forth herein, no later than 5:00 P.M. on August 25, 2026, of the adoption of this Ordinance in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. Further Authority. Within ten (10) days after the approval of this Ordinance by the qualified voters of the City of Kearney, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City of Kearney clearly showing the boundaries thereof.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 3RD DAY OF AUGUST 2026.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

Exhibit A

NOTICE OF ELECTION

Notice is hereby given that an election to impose a citywide sales tax for the purpose of improving the public safety of the City of Kearney, Missouri, will be held in the City of Kearney, Missouri on November 3, 2026, at which election all registered voters in the City of Kearney, Missouri, will be given an opportunity to vote. Official ballot for said election will be in substantially the following form:

Proposition P

Shall the City of Kearney impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

☐ YES ☐ NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite YES. If you are opposed to the proposition, place an X in the box opposite NO

The polling place for said election will be open at 6:00 AM and close at 7:00 PM.

Given under my hand and the official seal of the City of Kearney, Missouri, this 3rd day of August, 2026.

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

City of Kearney

Memo

To: Mayor & Board of Aldermen

From: Sheila Ernzen, City Administrator

Date: November 9, 2026

Re: Open Records Fee Waiver Request

Background

On October 28, 2026, Jason Pierret, 1717 Paddock Dr., submitted a Sunshine Law request for emails, contact forms, and other written correspondence expressing support or opposition to the City's Flock automated license plate recognition (ALPR) cameras, dating back to when the cameras were first installed.

With guidance from legal counsel, staff conducted a preliminary electronic search using the terms "Flock" and "ALPR." That search returned approximately 100,000 mailbox search hits.

One of the challenges with electronic records requests is that search hits don't necessarily represent individual records. A single email might generate multiple hits, and just because a record contains a particular word doesn't mean it's responsive to the request. We also don't know whether any of the records contain information that may be closed under Missouri's Sunshine Law until we actually examine them.

That makes estimating the cost of fulfilling a request difficult because we're trying to estimate how much work will be required before we've had an opportunity to examine the records.

Because we don't know how many individual records are represented by the search results, developing an accurate estimate before examining them is difficult. If we assumed each search hit represented a separate record, or even that each record generated 10 hits, the preliminary estimate would have been thousands of dollars.

Instead, staff assumed an average of 100 search hits per email record to develop a more manageable preliminary estimate. Based on that assumption, we estimated approximately 1,000 email records requiring one minute each to review, or approximately 16.6 hours of staff time. At $22 per hour, the hourly rate of the lowest-paid employee capable of performing the work, the original estimated fee was $365.

We recognize that the assumption may not reflect the actual number of records. Our goal was to avoid requiring a substantial upfront payment before staff could begin examining the records, while also protecting public resources from the cost of work that a requester may ultimately decide not to pursue.

On November 2, Mr. Pierret objected to the estimated fee and anticipated availability date of November 20, 2026. He requested that the fee be waived in the public interest and revised his request to cover only the preceding 90 days, using the search terms "Flock," "ALPR," and "surveillance." He also included correspondence, emails, and internal memos.

Staff conducted another preliminary search using the revised criteria. That search returned 9,287 mailbox hits and 291 document hits.

Using the same assumption of approximately 100 hits per email record, staff estimated 93 email records requiring one minute each to review. We also estimated three minutes for each of the 291 document hits. That resulted in approximately 16 hours of staff time and a revised estimated fee of $352.

These are estimates, not actual costs. We won't know how many records are responsive or how much time is required until staff begins examining them. The final fee will be based on actual allowable costs. If the work costs less than the estimate, the difference will be refunded. If additional work is necessary, the City will contact the requester before incurring additional charges. The estimate does not include attorney review, legal analysis, or redaction that may be necessary after the records are identified.

On November 4, Mr. Pierret confirmed that staff had correctly understood the scope of his revised request.

Clarifying the Records Request

Missouri's Sunshine Law provides the public with access to government records, subject to certain exceptions. Requests also need to describe the records being sought clearly enough that staff can reasonably identify them.

Mr. Pierret's request has already required more than four hours of administrative time because of revisions and the need to clarify exactly which records he is requesting.

For example, his original request referred to "all email correspondence" but also included contact forms and other written correspondence. He described the City's cameras as automated speed enforcement cameras, although the City doesn't have speed enforcement cameras. With guidance from legal counsel, staff interpreted the request as referring to our Flock ALPR cameras and asked him to confirm that understanding.

When he revised his request, he shortened the timeframe and changed the search terms, but also added internal memos. It wasn't clear whether he still wanted only correspondence expressing support or opposition to the cameras or whether he was now requesting a broader range of records.

Staff clarified its understanding, conducted another search, and prepared a revised estimate. Mr. Pierret subsequently confirmed that our interpretation was correct.

The additional time spent communicating with Mr. Pierret, clarifying his requests, responding to questions and objections, conducting preliminary searches, and preparing and explaining estimates is not included in the $352 fee. The City is already absorbing those costs as part of our regular operations.

Purpose of Records Request Fees
Section 610.026, RSMo, allows public governmental bodies to recover certain costs associated with fulfilling records requests. These fees aren't intended to generate revenue or discourage people from requesting public records. They help protect public resources by limiting how much of the cost of fulfilling an individual request must be absorbed by taxpayers.

Responding to Sunshine Law requests is an important part of our responsibility to the public. But it's also one of many responsibilities our employees have. They still need to serve residents and businesses, meet deadlines, administer City programs, support the work of the Board, and keep other projects and priorities moving forward.

Although our employees are already being paid, their time isn't unlimited. Time spent fulfilling a records request is time they can't spend on other City responsibilities.

For this request, staff estimated that a little more than one hour per business day could be dedicated to identifying responsive records while continuing to meet other obligations. Based on our workload and available staff resources, the earliest estimated date for making the records available was November 20, 2026, assuming prompt payment of the estimated fee.

Waiving the fee doesn't eliminate the work or its cost. It means the City absorbs that cost rather than recovering it from the requester.

Public Interest Fee Waiver
Section 610.026.1(1), RSMo, allows a public governmental body to provide records without charge or at a reduced charge when it determines that doing so is in the public interest because disclosure is likely to contribute significantly to public understanding of the government's operations or activities and is not primarily in the requester's commercial interest.

Mr. Pierret has requested that the estimated fee be waived. He believes the records would help inform public discussion about the City's Flock camera program and has indicated that his request is not for commercial purposes.

The Board of Aldermen has the authority to consider his request under the public-interest criteria established by state law.

Whether or not the fee is waived, the City remains responsible for providing access to responsive records that are open under Missouri's Sunshine Law.

Board Consideration
The Board is asked to consider Mr. Pierret's request to waive the estimated $352 fee associated with his revised Sunshine Law records request.

The Board may approve the waiver, reduce the fee, or decline the waiver based on its determination under Section 610.026.1(1), RSMo.

Attachment: Email correspondence concerning Mr. Pierret's October 28, 2026, Sunshine Law request and subsequent request for a public interest fee waiver.

From: Jason Pierret
To: Sheila Ernzen
Cc: Sundi McKinney; Randy Pogue; Connie Crawford
Subject: Re: [External]Another Sunshine Request
Date: Wednesday, November 4, 2026 3:52:02 PM

You have correctly understood the scope of my revised request.

However, I will not supply the city additional funds to process data and information that should already be thoroughly investigated and readily available to the public ahead of the November 10 meeting. For the City to sponsor a community demonstration on Flock cameras while simultaneously hiding the last 90 days of public correspondence and internal memos behind a $352 paywall is a complete failure of transparency.

Please keep in mind that you and everyone else in City Hall represent a fixed cost to the taxpayers. Whether staff members sit and do word puzzles all day or complete a review of a Sunshine request, their compensation remains exactly the same. The City should not be demanding additional compensation from a taxpayer simply to retrieve data that leadership should have already compiled.

I submitted this request with a more than reasonable amount of lead time. The City possesses more than adequate staffing resources to run a simple, three-word digital keyword search over a narrow 90-day window without rationing labor to an hour a day. Pushing the delivery date out to November 20—ten days *after* the community meeting concludes—is a deliberate, artificial delay designed to prevent public scrutiny.

Because of this refusal to make public information available in a prompt fashion, I am drafting a formal letter outlining these transparency barriers. This letter will be distributed in print to attendees at the November 10 event, published across multiple online platforms, and submitted as a formal non-compliance complaint to the Missouri Attorney General's Office.

This information belongs to the public and is vital to next week's discussion. I expect the City to utilize its existing staff to expedite this review immediately for the November 10 meeting, and I will see to it that the Board of Aldermen addresses this manufactured barrier at the November 16 meeting.

On Wed, Nov 4, 2026 at 11:08 AM Sheila Ernzen <sernzen@kearneymo.us> wrote:

> Hi Jason,
>
> The Board of Aldermen is the body with authority to waive records request fees. Your request for a public interest fee waiver will be presented to the Board for consideration at its next meeting on November 16.

I understand that you want to revise your original request dated October 28, 2026. You originally requested copies of all email correspondence, contact forms, or written correspondence received by the City expressing support or opposition to the City's Flock Cameras for the time period from the beginning of camera implementation to present.

Your revised request limits the time frame to search for "correspondence, emails, and internal memos" to the last 90 days, and requests that the only search terms used be "Flock", "ALPR", and "surveillance".

Please let me know if I have misunderstood the scope of your revised request.

A preliminary electronic search using your revised criteria identified approximately 9,580 search hits, including 9,287 mailbox search hits and 291 document search hits, which may include multiple hits within the same record. The estimated cost of fulfilling your revised request is $352.

For the purposes of the initial cost estimate, staff allowed for reviewing approximately 93 email records at an average of one minute per record and 291 documents at an average of 3 minutes per record. Based on that estimate, we anticipate approximately 16 hours of staff time at $22 per hour, the hourly rate of the lowest-paid employee capable of performing the work. No attorney review time is included in this cost estimate. Pursuant to Section 610.026.2(2), RSMo, if you fail to remit all fees within ninety days your request will be considered withdrawn.

Due to the volume of records and the press of other City business, we estimate that staff can dedicate an average of a little more than 1 hour per business day to fulfilling your revised request. We estimate the earliest date and time your records will be available for electronic delivery is November 20, 2026, at 3:00 p.m. If those records are available sooner, we will notify you. Please note that this estimate of records availability is based on the prompt payment of the requested fees, and that a delay in payment may result in the City estimating a later date for records availability based on the date of payment.

Thank you,

Sheila

From: Jason Pierret <jasonjpierret@gmail.com>
Sent: Monday, November 2, 2026 11:35 AM
To: Sheila Ernzen <sernzen@kearneymo.us>
Subject: Re: [External]Another Sunshine Request

Dear City Manager Sheila,

I am writing to formally object to both the **$365.00 cost estimate** and the **November 20, 2026 availability date**, and to formally request a public interest fee waiver.

An availability date of November 20 is completely unreasonable given that the City has explicitly scheduled a public **Flock Community Demonstration and Meeting on November 10**. Withholding records that are directly relevant to a public forum until ten days *after* the event occurs actively defeats the transparency mandate of the Missouri Sunshine Law. Denying a resident access to public surveillance records until after the scheduled public debate has concluded constitutes a constructive denial of the request.

Pursuant to Section 610.026.1(1) RSMo, I request that the City waive these fees because the disclosure of these records is firmly in the public interest. This inquiry aims to inform the community about local mass surveillance operations, data retention, and taxpayer fund allocations ahead of the city's public meeting. Because this request is made strictly for civic awareness and carries zero commercial purpose, it meets all statutory criteria for a public interest waiver.

Furthermore, because these are electronic records, the request falls under Section 610.026.1(2) RSMo. Per the Missouri Supreme Court's unanimous decision in *Gross v. Parson*, public bodies are **strictly prohibited** from charging fees for attorney review, legal analysis, or redaction time for electronic records. The law only permits charging for the actual cost of staff time required to copy or provide access to electronic formats, billed at the rate of the lowest-salaried employee capable of performing the task.

Given the impending November 10 town hall, I request that the City immediately adjust this timeline and evaluate the public interest waiver. To avoid an inflated staff fee, I am prepared to immediately narrow the scope of this electronic search to ensure it can be processed before the public meeting:

1. **Date Range:** Limit all correspondence, emails, and internal memos strictly to the last 90 days.
2. **Keywords:** Limit search terms exclusively to: *"Flock"*, *"ALPR"*, or *"surveillance"*.

Please provide a prompt determination regarding the public interest waiver. If the waiver is denied, please provide a revised, line-itemed electronic access fee based on this narrowed scope, along with an accelerated fulfillment date that precedes the November 10 town hall meeting.

Sincerely,

Jason Pierret

On Mon, Nov 2, 2026 at 11:23 AM Sheila Ernzen <sernzen@kearneymo.us> wrote:

> Hi Jason,
>
> The estimated cost of $365 is based on the volume of potentially responsive records identified through an electronic search of email correspondence involving City staff and elected officials.
>
> Digital and searchable records still require staff to review the search results to determine which records are responsive to your request and prepare the responsive records for release.
>
> The preliminary electronic search returned approximately 100,000 search hits, which may include multiple hits within the same record. For the purpose of the initial estimate, staff allowed for reviewing approximately 1,000 records at an average of one minute per record. Based on that estimate, we anticipate approximately 16.6 hours of staff time at $22 per hour, the hourly rate of the lowest-paid employee capable of performing the work.
>
> The final cost will reflect actual allowable costs incurred. Any overpayment will be refunded. If additional payment is required, you will be notified before those costs are incurred.
>
> Thank you,
>
> Sheila
>
> ---
>
> **From:** Jason Pierret <jasonjpierret@gmail.com>
> **Sent:** Monday, November 2, 2026 9:26 AM
> **To:** Sheila Ernzen <sernzen@kearneymo.us>
> **Cc:** Sundi McKinney <smckinney@kearneymo.us>; Randy Pogue <rpogue@kearneymo.us>; Connie Crawford <connie_crawford@aol.com>
> **Subject:** Re: [External]Another Sunshine Request
>
> Justify the cost further considering all data requested is digital and searchable.

On Mon, Nov 2, 2026 at 9:18 AM Sheila Ernzen <sernzen@kearneymo.us> wrote:

> Hi Jason,
>
> Thank you for your request. The City of Kearney does not have automated speed enforcement cameras. We read your request as referring to the City's automated license plate recognition (ALPR) cameras, also known as Flock cameras. Please let me know if that interpretation is incorrect.
>
> After reviewing the scope of your request, we estimate the cost to fulfill it will be $365. This estimate includes time for staff search and research, as well as resources necessary to locate and reproduce the requested records in compliance with applicable public records laws. The final cost will reflect the actual costs incurred. If the final cost is lower than the estimate, the City will issue a refund. If additional fees are necessary, you will be notified before those costs are incurred. A detailed breakdown of costs will be provided upon completion or if additional payment becomes necessary.
>
> Payment may be made by cash or check payable to "City of Kearney" and should be brought to Kearney City Hall or mailed to:
>
> City of Kearney
>
> Attn: City Clerk
>
> PO Box 797
>
> Kearney, MO 64060
>
> Once payment is received, processing of your request will begin. Due to the scope of the request, the volume of records that must be searched to identify responsive correspondence, the time necessary to retrieve and review those records, and the press of City business, we estimate the earliest date and time your records will be available electronically is November 20, 2026 at 3:00 p.m.
>
> Please note that this estimate of records availability is based on the prompt payment of the requested fees, and that a delay in payment may result in the City estimating a later date for records availability based on the date of payment. Please also note that pursuant to Section 610.026.2(2), RSMo, if you fail to remit all fees within ninety days your request will be considered withdrawn.

Thank you,

Sheila

From: Jason Pierret <jasonjpierret@gmail.com>
Sent: Wednesday, October 28, 2026 12:17 PM
To: Sheila Ernzen <sernzen@kearneymo.us>; Sundi McKinney <smckinney@kearneymo.us>; Randy Pogue <rpogue@kearneymo.us>
Cc: Connie Crawford <connie_crawford@aol.com>
Subject: [External]Another Sunshine Request

Mrs. Ernzen,

Pursuant to the state public records law (Sunshine Act), I am formally requesting copies of all email correspondence received by your office, as well as any members of the city board, regarding the automated speed enforcement cameras (aka: ALPR cameras, Flock cameras).

Please provide all records that meet the following criteria:

- **Topic:** Emails, contact forms, or written correspondence expressing support for or opposition to the town speed cameras.
- **Timeframe:** From implementation of cameras in Kearney to the present date.

If there are any fees associated with searching or copying these records, please inform me if the cost will exceed $20. I would prefer to receive these records electronically via email to minimize processing costs.

Thank you for your time and assistance with this request. I look forward to your response within the statutory timeframe.

Sincerely,

Jason Pierret

816.394.8117

jasonjpierret@gmail.com