

BOARD OF ALDERMEN MEETING
Kearney City Hall 100 East Washington
6:30 p.m., Monday, March 6, 2023

Those desiring to observe the meeting from home may also select the YouTube live stream video found at:
<https://www.youtube.com/channel/UCYdRhAShDOj2qL9GOMrswVA?>

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

2. PERSONAL APPEARANCES

- A. Kearney High School Girls Wrestling Team, Missouri Class 1 State Champions**
- B. Kearney High School Golden Girls, Missouri Dance Team Association 2023 Division 3 State Champions**
- C. Kearney High School Sophomore Ryder Shelton, Missouri 113-Lbs Class 3 State Champion**

3. 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 February 18, 2023 Board of Aldermen Work Session.**

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- B. Motion approving the minutes of the February 21, 2023 Board of Aldermen Meeting.**

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- C. Motion approving the Paid Warrant Report for February 2023.**

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- D. Motion acknowledging receipt of the January 2023 and February 2023 Municipal Division Summary Reports for Municipal Court.**

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- E. Motion approving Resolution 05-2023**

A Resolution Authorizing the City Administrator to Sign a Professional Services Contract for GPS Data Collection & GIS Mapping of the Sanitary Sewer and Storm Water Utility Network with Surveying & Mapping, LLC (SAM) in an Amount not to Exceed \$236,100.

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- F. Motion approving Resolution 06-2023**

A Resolution Authorizing the City Administrator to Sign an Agreement with Lamp Rynearson, Inc. to Complete an Antidegradation Review for the Wastewater Treatment Plant in an Amount not to Exceed \$71,500.

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- G. Motion approving Resolution 07-2023**

A Resolution Authorizing the City Administrator to Sign an Agreement with Lamp Rynearson, Inc. to Complete Wastewater Collection System Modeling in an Amount not to Exceed \$175,000.

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- H. Motion approving Resolution 08-2023**

A Resolution Authorizing the City Administrator to Sign an Agreement with Lamp Rynearson, Inc. to Complete a Pavement Condition Assessment for Approximately 71 Lane Miles of Streets Throughout the City in an Amount not to Exceed \$35,000.

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- I. Motion approving Resolution 09-2023**

A Resolution of the Board of Aldermen of Kearney, Missouri, Consenting to the Appointment of Directors for the Governance of the Kearney West Side Community Improvement District.

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- J. Motion approving Resolution 10-2023
A Resolution Authorizing the City Administrator to Sign an Agreement with American Digital Security to Install Access Control at the Rear Door of City Hall and Duress Buttons within City Hall in an Amount not to Exceed \$5,000 and to Provide Monitoring Services for a Monthly Fee.

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- K. Motion approving Resolution 11-2023
A Resolution Authorizing the Mayor to Sign a Contract Between Better in the Saddle, (B.I.T.S.), and City of Kearney, to Host a Bull Ride in Jesse James Park Rodeo Arena.

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4. ORDINANCES

- A. Motion approving Bill No. 08-2023
Presented by Sheila Ernzen, City Administrator
An Ordinance of the City of Kearney Declaring the City's Intent to Operate Separate Water and Sewer Systems and to Amend Chapter 700 of Title VII of the City's Code of Ordinances for Purposes of Categorizing the City's Sewer and Water Systems as Separate Systems as Opposed to a Combined System.

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- B. Motion approving Bill No. 09-2023
Presented by Sheila Ernzen, City Administrator
An Ordinance of the City of Kearney, Missouri, Amending Chapter 620 of the City's Code of Ordinances to Add a New Section 620.030 Maintaining the Rates of Gross Receipts Taxes for All Applicable Utilities Operating Within the City.

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5. RESOLUTIONS

- A. Motion approving Resolution 12-2023
Presented by Eric Marshall, Park Director
A Resolution Authorizing the Mayor to Sign a Contract Between Kearney Enrichment Council (KEC), and the City of Kearney, Missouri to Host a Lawn Tractor Pull in the Jesse James Park Rodeo Arena.

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6. MAYOR'S COMMUNICATIONS

7. CITY ADMINISTRATOR'S REPORT

- A. Kearney Spirit Committee Update
B. The next regular Board Meeting will be Monday March 20, 2023 at 6:30pm

8. ALDERMEN DISCUSSION

9. ADJOURN MEETING

February 18, 2023

The Board of Aldermen, City of Kearney, Missouri, met for a budget work session at City Hall, 100 East Washington, and thru the Zoom meeting app, February 18, 2023 at 10:00 A.M. with Mayor Pogue presiding. Members present were Kathy Barger and Gerri Spencer. Staff members present were Eric Marshall, Donnie Smith, David Pavlich, Tom O’Leary and Sheila Ernzen. Ryan Marcotte attended by zoom.

The work session was held to discuss and review the proposed FY2024 budget in detail.

Sheila Ernzen presented a power point presentation of the FY2024 budget. She explained the emphasis of this budget is employee retention and attraction and infrastructure maintenance and growth planning. After some discussion, the Mayor said that an ordinance to approve the FY2024 budget will be presented at the next meeting for consideration.

Approved: _____ **Attest:** _____

Randy Pogue, Mayor

Sheila Ernzen, City Clerk

February 21, 2023

The Board of Aldermen, City of Kearney, Missouri, met in regular session at City Hall, 100 East Washington, and thru the Zoom meeting app, February 21, 2023 at 6:30 P.M. with Mayor Pogue presiding. Members present were Kathy Barger, David Lehman, Dan Holt and Gerri Spencer. Staff members present were Shirley Zimmerman, Eric Marshall, Donnie Smith, David Pavlich and Sheila Ernzen. Ryan Marcotte attended by zoom.

PLEDGE OF ALLEGIANCE Mayor Pogue opened the meeting with Scout Pack 397 leading the Pledge of Allegiance.

PUBLIC HEARINGS

PUBLIC COMMENTS REGARDING PROPOSED WATER & SEWER RATE

INCREASE Mayor Pogue said we are having a public hearing in regard to the proposed water and sewer rate increase.

The floor was opened to the public.

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

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

- C-A Minutes for the February 6, 2023 Board meeting
- C-B Authorizing sale and disposition of surplus city inventory/personal property
- C-C **Resolution No 04-2023** authorizing and directing the Custodian of Records of the City of Kearney, Missouri to Destroy Certain Records that have Exceeded the Retention Requirements as Set Forth by the State of Missouri

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

ORDINANCES

AMENDING ORDINANCE NO 1481-2022 AND THE CITY CODE SECTION 700 AND SECTION 720 OF THE CITY OF KEARNEY, PRESCRIBING THE AMOUNT TO BE CHARGED TO CUSTOMERS FOR WATER AND SEWER SERVICES Bill No 06-2023, **ORDINANCE NO 1515-2023** an ordinance amending Ordinance No. 1481-2022 and the City Code Section 700 and Section 720 of the City of Kearney, prescribing the amount to be charged to customers for water and sewer services, was presented and read by Title only.

Sheila Ernzen, City Administrator, said the notice for the public hearing was posted on the bulletin board at City Hall and put in the Courier Tribune.

She said these would be the new rates along with the service charge set for water and sewer. The funds from this increase will go to replacing the water tower and operating and maintenance expenses for the sewer and water departments.

AMENDING ORDINANCE NO 1481-2022 AND THE CITY CODE SECTION 700 AND SECTION 720 OF THE CITY OF KEARNEY, PRESCRIBING THE AMOUNT TO BE CHARGED TO CUSTOMERS FOR WATER AND SEWER SERVICES

ORDINANCE NO 1515-2023 Alderman Barger asked if the senior discount was increased. Sheila Ernzen said the amount for water and sewer were both doubled.

A motion was made by Alderman Barger and seconded by Alderman Holt to approve the ordinance as read on the first reading. Voting for the motion: Lehman, Holt, Spencer and Barger. Motion carried by a four to zero vote.

A motion was made by Alderman Spencer and seconded by Alderman Lehman to place **Bill No. 06-2023** on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Barger, Holt, Spencer and Lehman. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1515-2023.**

ADOPTING THE FISCAL YEAR 2024 ANNUAL BUDGET, APPROPRIATING EXPENDITURES FROM THE REVENUES OF THE CITY AND FIXING THE COMPENSATION FOR OFFICERS AND EMPLOYEES FOR THE CITY OF KEARNEY, MISSOURI

ORDINANCE NO. 1516-2023 Bill No. 07-2023, an ordinance adopting the Fiscal Year 2024 annual Budget, appropriating expenditures from the revenues of the City, and fixing the compensation for officers and employees for the City of Kearney, Missouri, was presented and read by Title only.

Sheila Ernzen, City Administrator, said there have been several meetings with the department heads and going over the budget.

Mayor Pogue said he attended a meeting last Friday with the employees. An overview of the budget was presented to the employees and they were given a salary schedule. He said there was also a public workshop held last Saturday with the Board of Aldermen to go over the budget.

Alderman Lehman said there are a lot of changes in the layout of the budget. He said it is easier to read and see where the funds are coming from and going to.

Mayor Pogue said the employees will be evaluated each year. He said we have worked hard to improve the pay schedule for all the employees. He said we are striving to be paying market rate to retain employees.

A motion was made by Alderman Lehman and seconded by Alderman Spencer to approve the ordinance as read on the first reading. Voting for the motion: Lehman, Holt, Spencer and Barger. Motion carried by a four to zero vote.

A motion was made by Alderman Barger and seconded by Alderman Holt to place **Bill No. 07-2023** on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Barger, Holt, Spencer and Lehman. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1516-2023.**

MAYOR'S COMMUNICATIONS

VOLUNTARY ANNEXATION Mayor Pogue said there has been discussions with out legal council and Kevin Pratt, Fire Chief for Kearney Fire District, about voluntary annexation.

He said we need to start talking to landowners to the south of us to voluntary annex into Kearney. If we don't, they will end up being in Liberty. We also need to protect our Fire District so they don't lose territory.

ADMINISTRATOR'S REPORT

FOLLOW UP SITE FOR 1-MILLION GALLON WATER TOWER Sheila Ernzen said she contacted Greg Kendall about the site for the water tower. He said they had looked into other sites but we have to have that elevation to serve the low pressure zone, supply ground storage and maintain the Kansas City water flow.

Mr. Kendall said the cost would double or triple if you go somewhere else because we would have to buy land.

Alderman Lehman asked if the old tower would stay in service until the new tower was built. Staff said that is correct.

Alderman Holt said he is fine with the site as long as we checked out other locations.

NEXT MEETING Sheila Ernzen reported that the next Board of Aldermen meeting would be March 6, 2023 at 6:30 P.M.

ALDERMEN DISCUSSION

ALDERMAN BARGER Alderman Barger asked if the I-35 Interchange project was still on track.

Donnie Smith, Utilities/Street Director, said it is on track to be open by November 2023 and completed by May 2024. He said they will be moving in bridge girders this week if weather permits. They will do that between 4 A.M. and 8 A.M. The road will only be closed for less than a minute each time they set one.

ALDERMAN LEHMAN Alderman Lehman said he went out to the Jesse James Park last Saturday, while the Scouts were having a camp out and Klondike races. He said he received many comments about how great a park we have. They also complemented our police department for patrolling the park to be sure it was safe for the kids.

Alderman Lehman said he is happy with the budget. He said he liked combining the water, sewer and street into a Public Works Department.

ALDERMAN HOLT Alderman Holt said with us being close to Kansas City everyone got excited about the Chief's winning the Super Bowl. He said our local boutiques all had Chief merchandise ready for sale on Monday and it was good to see long lines at all the local shops.

EXECUTIVE SESSION At 6:57 PM a motion was made by Alderman Holt and seconded by Alderman Lehman to go into Closed Session per RSMO 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. The meeting will adjourn from there. The motion carried by a four to zero vote.

Approved: _____ Attest: _____

Randy Pogue, Mayor

Sheila Ernzen, City Clerk

PAID WARRANT REPORT FOR
FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
ACADEMY BANK	Police Capital Exp	Pol Station L/P Principal	\$81,000.00	021323	27633	2016 L/P PDSTN/MUS/POL TRNG
ACADEMY BANK	Police Capital Exp	Debt Service--Interest	\$2,332.89	021323	27633	2016 L/P PDSTN/MUS/POL TRNG
ACADEMY BANK	Museum/PolTrngRm L/P	Debt Service--Principal	\$53,000.00	021323	27633	2016 L/P PDSTN/MUS/POL TRNG
ACADEMY BANK	Museum/PolTrngRm L/P	Debt Service--Interest	\$2,192.11	021323	27633	2016 L/P PDSTN/MUS/POL TRNG
ACCO UNLIMITED CORP	Water Plant Expenses	Treatment Chemicals	\$1,415.50	022723	27700	FLORIDE
ACE K9	Police Dept Exp	Drug Dog Care & Cerfication	\$168.00	021323	27634	1 YR WATCH DOG KPD#984
ACE PIPE CLEANING, I	Water Plant Expenses	Distribution Maintenance	\$3,242.60	022723	27701	CCTV E16TH ST CIR GROVE
ADT SECURITY SERVICE	Water Plant Expenses	Alarm System Monitoring	\$31.95	021323	27654	WTR PLNT ALARM #1326
ADT SECURITY SERVICE	Sewer Plant Expenses	Alarm System Monitoring	\$38.95	020623	27592	SWR PLT #1328
ADT SECURITY SERVICE	Sewer Plant Expenses	Alarm System Monitoring	\$38.95	021323	27635	SWR PLT #1328 PST DUE CR TO PUMP
Alex Moser	Meter Deposit Fund	Refunds Due	\$12.79	022123	27691	MTR REFND 1701 CLEARCRK DR.
ALTERATIONS AND	Police Dept Exp	Uniforms	\$343.75	022123	27670	POINT BLANK VEST #982 REFITTED
ALTERATIONS AND	Police Dept Exp	Uniforms	\$13.50	022123	27670	EMBROIDERY-NAME TAG #994 NELSON
ALTERATIONS AND	Police Dept Exp	Uniforms	\$19.00	022723	27702	NAME BAR #972
ALTERATIONS AND	Police Dept Exp	Uniforms	\$12.00	022723	27702	PATCH SEWING #972
ALTERATIONS AND	Police Dept Exp	Uniforms	\$1,373.32	022723	27702	UCARRIER LS SHIRT #972
AMERICAN PRIDE EXPRE	Police Dept Exp	Vehicle Maintenance	\$30.00	021323	27655	CAR WASH X3
AMERICAN PRIDE EXPRE	Police Dept Exp	Vehicle Maintenance	\$63.85	021323	27655	LOF F250 #970
AMERICAN PRIDE EXPRE	Police Dept Exp	Vehicle Maintenance	\$77.05	022123	27671	LOF #979 DOTSON
ARROWHEAD	Police Dept Exp	Crime Investigations	\$497.20	020623	27593	EVIDENCE BAG/BOXES
ARROWHEAD	Police Dept Exp	Crime Investigations	\$121.21	022723	27703	NIK TEST KITS
ASCAP	Park Special Projects	Amphitheater Event Exp	\$420.00	021323	27656	ASCAP DUES 2023
B-COMM LLC	General Fund	Street Bonds Payable	\$250.00	020623	27594	905 MEADOWBROOK ROW REFND
BLIGH SCHMINDT	Meter Deposit Revenue	Meter Deposits	\$75.00	021323	27648	DEP REFND 1114 MELODY CRT.
BOARD OF POLICE	Police Dept Exp	Crime Investigations	\$375.66	021323	27636	KCMO CRIME LAB TST FEE
BOK FINANCIAL	2018 COPS 92 Sidewlk	2018 COPS 92 Sdwlk-INTEREST	\$4,865.00	020623	27595	INT SDWLK/HDWRK/W.CRK/BSTRPUMP
BOK FINANCIAL	18 WstCrk/Hdwks/WBP/92Sdwlk	2018 Debt Service--Interest	\$106,578.75	020623	27595	INT SDWLK/HDWRK/W.CRK/BSTRPUMP
BOK FINANCIAL	I35/19th GO Bd Expense	2018 GO Bds --Principal	\$145,000.00	020623	27595	PRNC/INT/TRUST-MARCH 23
BOK FINANCIAL	I35/19th GO Bd Expense	2018 GO Bd--Interest	\$54,259.38	020623	27595	PRNC/INT/TRUST-MARCH 23
BOK FINANCIAL	I35/19th GO Bd Expense	2018 GO Bond--Fees	\$250.00	020623	27595	PRNC/INT/TRUST-MARCH 23
BRENNTAG MID-SOUTH	Water Plant Expenses	Treatment Chemicals	\$2,753.00	020623	27596	ALUM-LOW
BRENNTAG MID-SOUTH	Water Plant Expenses	Treatment Chemicals	\$1,152.80	022123	27672	ALUM
BRENNTAG MID-SOUTH	Water Plant Expenses	Treatment Chemicals	\$3,389.60	022723	27704	CHLORINE
BRIGHTSPEED	W & S Admin. Expenses	Telephone	\$268.30	022123	27673	SWR PH & INT
BRIGHTSPEED	W & S Admin. Expenses	Telephone	\$130.89	022123	27673	162ND WTR TWR INT
BRIGHTSPEED	W & S Admin. Expenses	Telephone	\$191.93	022123	27673	I35 TWR INTERNET
BSN SPORTS LLC	Park Fund Expenses	Recreation Programs	\$2,009.88	022723	27705	CATCHERS GEAR x12
CENTRAL BANK OFMDWST	Sales Tax Expenses	ClrCrkBrdge Debt-Principal	\$34,057.00	021323	27637	L/P #568220-8945 CLRCRKTRL BRDG
CENTRAL BANK OFMDWST	Sales Tax Expenses	ClrCrkBrdg--Interest	\$3,706.96	021323	27637	L/P #568220-8945 CLRCRKTRL BRDG
CHRIS' LAWN CARE	Park Fund Expenses	Park Maintenance	\$350.00	020623	27597	WINTERIZE IRRIGATION SYTM AMPH
CINTAS CORP	City Hall Expenses	Building Maintenance	\$66.96	020623	27598	CH RUGS
CINTAS CORP	City Hall Expenses	Building Maintenance	\$19.71	020623	27598	RUGS & UNIFORMS
CINTAS CORP	City Hall Expenses	Building Maintenance	\$19.71	021323	27638	CH RUGS & UNIFORMS
CINTAS CORP	City Hall Expenses	Building Maintenance	\$19.71	022123	27674	RUGS & UNIFORMS
CINTAS CORP	City Hall Expenses	Building Maintenance	\$19.71	022723	27706	RUGS & UNIFORMS

PAID WARRANT REPORT FOR
FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
CINTAS CORP	Community Dev Dir Exp	Uniforms	\$6.52	020623	27598	RUGS & UNIFORMS
CINTAS CORP	Community Dev Dir Exp	Uniforms	\$6.87	021323	27638	CH RUGS & UNIFORMS
CINTAS CORP	Community Dev Dir Exp	Uniforms	\$6.87	022123	27674	RUGS & UNIFORMS
CINTAS CORP	Community Dev Dir Exp	Uniforms	\$6.87	022723	27706	RUGS & UNIFORMS
CINTAS CORP	Police Dept Exp	Building Maintenance	\$52.80	021323	27638	PD RUGS
CINTAS CORP	Park Fund Expenses	Uniforms	\$17.01	020623	27598	RUGS & UNIFORMS
CINTAS CORP	Park Fund Expenses	Uniforms	\$17.36	021323	27638	CH RUGS & UNIFORMS
CINTAS CORP	Park Fund Expenses	Uniforms	\$17.36	022123	27674	RUGS & UNIFORMS
CINTAS CORP	Park Fund Expenses	Uniforms	\$17.36	022723	27706	RUGS & UNIFORMS
CINTAS CORP	Transportation Expense	Building Maintenance	\$35.75	022123	27674	RUGS & UNIFORMS
CINTAS CORP	Transportation Expense	Uniforms	\$41.60	020623	27598	RUGS & UNIFORMS
CINTAS CORP	Transportation Expense	Uniforms	\$51.81	021323	27638	CH RUGS & UNIFORMS
CINTAS CORP	Transportation Expense	Uniforms	\$51.81	022123	27674	RUGS & UNIFORMS
CINTAS CORP	Transportation Expense	Uniforms	\$51.81	022723	27706	RUGS & UNIFORMS
CINTAS CORP	W & S Admin. Expenses	Uniforms	\$28.32	020623	27598	RUGS & UNIFORMS
CINTAS CORP	W & S Admin. Expenses	Uniforms	\$31.35	021323	27638	CH RUGS & UNIFORMS
CINTAS CORP	W & S Admin. Expenses	Uniforms	\$31.35	022123	27674	RUGS & UNIFORMS
CINTAS CORP	W & S Admin. Expenses	Uniforms	\$31.35	022723	27706	RUGS & UNIFORMS
CINTAS CORP	Water Plant Expenses	Plant Maintenance	\$26.71	020623	27598	RUGS & UNIFORMS
CINTAS CORP	Sewer Plant Expenses	Plant Maintenance	\$18.42	020623	27598	SWR GLNSD RUGS
CLAY COUNTY DETENTN	Court & Legal Expenses	Incarceration Services	\$949.44	022123	27675	7 INMATES HOUSING 16 DAYS
CLAY COUNTY MAPPING	Community Dev Dir Exp	Recording Fees/Surveys	\$40.00	022123	27676	GIS DATA
CLAY COUNTY RECORDER	Community Dev Dir Exp	Recording Fees/Surveys	\$58.00	022723	27707	RECORDING FEE/INNOV/REST
CONSOLIDATED COMM	City Hall Expenses	Telephone	\$278.37	020623	27599	PK,PD,CH PH/INTERNET
CONSOLIDATED COMM	Police Dept Exp	Telephone	\$369.01	020623	27599	PK,PD,CH PH/INTERNET
CONSOLIDATED COMM	Park Fund Expenses	Cell Phone AmphitheaterIntrnet	\$121.14	020623	27599	PK,PD,CH PH/INTERNET
CONSOLIDATED COMM	Transportation Expense	Telephone	\$64.77	020623	27599	PK,PD,CH PH/INTERNET
CONSOLIDATED COMM	W & S Admin. Expenses	Telephone	\$230.93	020623	27599	PHONE/INTERNET WTR
CORE&MAIN HD SUPPLY	Water Plant Expenses	Hand Tools & Hardware	\$68.84	020623	27600	ACCU SOCKET
CORE&MAIN HD SUPPLY	Water Plant Expenses	Meter Set Parts	\$4,407.82	020623	27600	MXU METERS
CORE&MAIN HD SUPPLY	Water Plant Expenses	Meter Set Parts	\$1,389.36	022123	27677	1" METER
COSENTINO'S PRICE	Water Plant Expenses	Test Chemicals & Expenses	\$11.92	020623	27601	DSTWTR 8 GALLONS
COVERALL OF KANSAS	City Hall Expenses	Building Maintenance	\$234.00	021323	27657	CLEANING CITY HALL
CUSI	W & S Admin. Expenses	On Line Bill Paymt Fees	\$124.20	022123	27678	310 ACH VALIDATIONS
DIAMOND COMPUTERS	City Hall Expenses	Computer Equip/Sftwre Mnt	\$88.20	020623	27602	CH WINDOWS UPDATE
DIAMOND COMPUTERS	City Hall Expenses	Computer Equip/Sftwre Mnt	\$88.20	020623	27602	FORTIGATE UPDATE
DIAMOND COMPUTERS	City Hall Expenses	Computer Equip/Sftwre Mnt	\$44.10	020623	27602	UPDATE D.P. LAPTOP
DIAMOND COMPUTERS	City Hall Expenses	Computer Equip/Sftwre Mnt	\$45.00	022723	27708	NAS UPDATE
DIAMOND COMPUTERS	Police Dept Exp	Computer Equip & Maint	\$88.20	020623	27602	KPD WINDOWS UPDATE
DIAMOND COMPUTERS	Police Dept Exp	Computer Equip & Maint	\$88.20	020623	27602	KPD R.M. AUDIO
DIAMOND COMPUTERS	Police Dept Exp	Computer Equip & Maint	\$45.00	022723	27708	NAS UPDATE
DIAMOND COMPUTERS	Police Dept Exp	Computer Equip & Maint	\$110.25	022723	27708	NEW OFFICER SETUP
DIVERSIFIED SECURITY	Park Fund Expenses	Electricity	\$32.00	021323	27658	JJ SHED MONITORS-RADIO
ERNZEN SHEILA	City Hall Expenses	Training/Meetings	\$292.45	022723	27709	2023 GFOA-MO WINTER CONF REIMB
FISHER PATTERSON SAY	City Hall Expenses	Legal Services	\$12,623.50	022723	27710	EOW5216-GLENNON

PAID WARRANT REPORT FOR
FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
FISHER PATTERSON SAY	City Hall Expenses	Legal Services	\$329.00	022723	27710	E7C3317-DAVIS,ET,AI
FORM-TECH INC.	Park Fund Expenses	Recreation Programs	\$288.20	022123	27679	BANNERS-REC SPORTS
FORT, MICHAEL	W & S Admin. Expenses	Training/Meetings	\$46.15	021323	27639	REIMB: WST WTR B LIC
FRIES AG & TURF	Park Fund Expenses	Equipment Maintenance	\$646.39	022123	27680	PK TRACT BLADES OIL FILTER
GOVERNMENT FINANCE	City Hall Expenses	Training/Meetings	\$175.00	022723	27711	ERNZEN 2023 ANNUAL CONF
GOVERNMENT FINANCE	City Hall Expenses	Dues	\$190.00	021323	27659	GFOA NATIONAL DUES-CITY
GRAINGER	City Hall Expenses	Building Maintenance	\$157.42	022123	27681	TRASH BAG
GT DISTRIBUTORS, INC	Police Dept Exp	New Equipment	\$2,045.00	022123	27682	GLOCK23 DEN 5 US.40 NGHT SIGHT 5
GUARDIAN	General Fund	Health Ins Payable	\$333.83	020623	27603	ACCIDENT/CRITIAL INS
GUARDIAN	Transportation Fund	Health Ins Payable	\$23.51	020623	27603	ACCIDENT/CRITIAL INS
GUARDIAN	W&S Revenue Fund	Health--Employee Share	\$56.83	020623	27603	ACCIDENT/CRITIAL INS
HERITAGE TRACTOR	Park Fund Expenses	Equipment Maintenance	\$574.31	021323	27660	JDEERE PRT/BLADE/BELTS
HERITAGE TRACTOR	Park Fund Expenses	Equipment Maintenance	\$111.76	022123	27683	JD MOWER PRT 997 MOWER
HERITAGE TRACTOR	Transportation Expense	Equipment Maintenance	\$7.38	021323	27640	SEAL BOOM MOWER
HERITAGE TRACTOR	Transportation Expense	Equipment Maintenance	\$33.05	021323	27640	SEAL BOOM MOWER
HERITAGE TRACTOR	Transportation Expense	Equipment Maintenance	\$192.88	022723	27712	MOWER WHEELS CHAINSAW PRT
HERRERA, LINDA	Court & Legal Expenses	Training/Meetings	\$14.08	022123	27684	MILEAGE FOR CLY CNTY TRNG MTG
IBTS	Community Dev Dir Exp	IBTS Blding Code Software Fees	\$82.50	022123	27685	GOVMOTUS JAN2023
INTERSTATE AUTO & TO	Community Dev Dir Exp	Vehicle Maintenance	\$424.11	022723	27713	CD TRUCK-STARTER
INTERSTATE AUTO & TO	Police Dept Exp	Vehicle Maintenance	\$1,286.35	021323	27661	RADIATOR-RMVE/REPLC #978 DURANGO
KANSAS CITY WATER SE	Water Plant Expenses	Kansas City Water	\$15,005.59	022123	27686	878 K GALS KC WTR USAGE
KANSAS CITY WATER SE	Water Plant Expenses	Treatment Chemicals	\$60.00	022123	27686	WATER TEST
KANSAS CITY WINNELSO	Sewer Plant Expenses	Plant Maintenance	\$37.65	022723	27714	HYDRA-RESTER
KANSAS CITY WINNELSO	Sewer Plant Expenses	Plant Maintenance	\$230.29	022723	27714	SCH 80 FITTINGS
KC SCAFFOLD	Transportation Expense	Other Expenses	\$1,242.00	020623	27604	EMERG WLKWKY SCAFFOLDING
KEARNEY CHAMBER OF	Historic Museum Exp	City Museum	\$160.00	020623	27605	CHAMBER MEMBRSHIP MUSEUM
KEARNEY FIRE DISTRIC	Shoppes Tif Expense	FireDistReimb RSMO99.847	\$29,269.12	020623	27606	PILOTS SHOPPES AT KEARNEY
KEARNEY FIRE DISTRIC	Shoppes Tif Expense	FireDistReimb RSMO99.847	\$3,568.37	022723	27715	SHPS AT KEARNEY PILOTS
KEARNEY LAWN & OUTDO	Park Fund Expenses	Equipment Maintenance	\$107.83	021323	27662	GRSHP MOWER PARTS
KEARNEY LAWN & OUTDO	Transportation Expense	Equipment Maintenance	\$252.68	022723	27716	REPAIR POLE SAW
KEARNEY R-1 SCHOOLS	Shoppes Tif Expense	School Capital Contribution	\$18,830.00	020623	27607	YR-8 CAPITAL CONTRIB.
KEARNEY TRUST CO	Lion's Park Redevelopment	Ln's Prk L/P--Principal	\$40,000.00	021323	27641	L/P LION PARK-MARCH
KEARNEY TRUST CO	Lion's Park Redevelopment	Ln's Prk L/P--Interest	\$8,703.75	021323	27641	L/P LION PARK-MARCH
KEARNEY WINSUPPLY	Water Plant Expenses	Meter Set Parts	\$420.00	021323	27642	METER LIDS
KEARNEY WINSUPPLY	Sewer Plant Expenses	Plant Maintenance	\$29.39	022723	27717	MOUNTING HARDWARE
KEARNEY WINSUPPLY	Sewer Plant Expenses	Plant Maintenance	\$116.28	022723	27717	SCH 80 FITTINGS
KEARNEY WINSUPPLY	Sewer Plant Expenses	Equipment Maintenance	\$323.66	020623	27608	2" SCH 80 FITTING
KLOPFENSTEIN, BRIAN	Court & Legal Expenses	Municipal Judge Services	\$1,450.00	020623	27609	COURT JAN.10TH & 23RD @\$725
KWIK LUBE	Police Dept Exp	Vehicle Maintenance	\$58.15	022723	27718	LOF #982 MCGEE
LAMP RYNEARSON	Community Dev Dir Exp	Engineering Fees	\$801.00	022723	27719	EASY STORAGE/REPLAT LOT3 INNOV
LAMP RYNEARSON	Community Dev Dir Exp	Engineering Fees	\$988.80	022723	27719	MISCELLANEOUS
LAMP RYNEARSON	Transportation Expense	Engineering Fees	\$1,173.00	022723	27719	MS4 PERMIT
LAUBER LAW FIRM	City Hall Expenses	Legal Services	\$4,282.50	021323	27663	JAN MUNICIPAL SERVICES
LEW'S CONCRETE	General Fund	Street Bonds Payable	\$250.00	020623	27610	1519 REGENCY ROW DST RFND
LIBERTY HOSPITAL URG	City Hall Expenses	Other Expenses	\$66.00	021323	27664	PRE-EMPLYMNT SCREENING

PAID WARRANT REPORT FOR
FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
LIBERTY HOSPITAL URG	Police Dept Exp	Physicals/Testing	\$66.00	021323	27664	PRE-EMPLYMNT SCREENING
LINDE GAS & EQUIP	Transportation Expense	Work Supplies	\$108.36	020623	27611	1YR LSE OXY CYLINDER
MARSHALL, ERIC	Park Fund Expenses	Training/Meetings	\$79.51	020623	27612	REIMB: GAS T/F CONVENTION
MARSHALL, ERIC	Park Fund Expenses	Training/Meetings	\$38.72	020623	27612	REIMB: RYAN/ERIC SUPPER-THURS
MARSHALL, ERIC	Park Fund Expenses	Training/Meetings	\$46.04	020623	27612	REIMB: RYAN/ERIC BRKFST-FRIDAY
MARSHALL, ERIC	Park Fund Expenses	Training/Meetings	\$46.04	020623	27612	REIMB: RYAN/ERIC BRKFST-SATURDAY
MARSHALL, ERIC	Park Fund Expenses	Training/Meetings	\$336.36	020623	27612	REIMB: MOTEL MARGVILLE RESORT
MARSHALL, ERIC	Park Fund Expenses	Training/Meetings	\$336.36	020623	27612	REIMB: RYAN MOTEL MARGVILLE RESORT
METLIFE	General Fund	Health Ins Payable	\$1,760.99	020623	27613	DENTAL/VISON/LTERM
METLIFE	Park Fund	Health Ins Payable	\$319.48	020623	27613	DENTAL/VISON/LTERM
METLIFE	Transportation Fund	Health Ins Payable	\$457.43	020623	27613	DENTAL/VISON/LTERM
METLIFE	W&S Revenue Fund	Health--Employee Share	\$611.01	020623	27613	DENTAL/VISON/LTERM
METRO UMPIRES	Park Fund Expenses	Recreation Programs	\$64.00	021323	27665	SCHEDULE FEE-CNCLD GAMES
METRO UMPIRES	Park Fund Expenses	Recreation Programs	\$609.00	021323	27665	REFEREES-8 GAMES
METRO UMPIRES	Park Fund Expenses	Recreation Programs	\$132.00	022123	27687	SPVISR BASKETBALL
METRO UMPIRES	Park Fund Expenses	Recreation Programs	\$609.00	022123	27687	2/11 REF BASKETBALL GAMES
METRO UMPIRES	Park Fund Expenses	Recreation Programs	\$609.00	022723	27720	BASKETBALL REFS 2/18/23
MID-AMERICA PUMP	Water Plant Expenses	Plant Maintenance	\$5,968.29	022723	27721	REPAIR HS PUMP #2
MID-AMERICA PUMP	Sewer Plant Expenses	Equipment Maintenance	\$1,555.00	022123	27688	GRINDER PUMP
MID-AMERICA PUMP	Sewer Plant Expenses	Equipment Maintenance	\$6,660.00	022123	27688	FAN PRESS SEAL/PUMP
MISSISSIPPI LIME	Water Plant Expenses	Treatment Chemicals	\$9,534.00	020623	27614	LIME 21-TON
MISSOURI POLICE	Police Dept Exp	Training/Meetings	\$350.00	022123	27689	POLICE CHIEF CONFERENCE:MO
MISSOURI SAFETY CENT	Police Dept Exp	Training/Meetings	\$800.00	022123	27690	CRASH INVESTIGATION #979
MO VOCATIONAL	Police Dept Exp	Vehicle Maintenance	\$31.00	022723	27722	POLICE DEPT LIC PLATES X2SETS
MO VOCATIONAL	Police Dept Exp	Vehicle Maintenance	\$16.26	022723	27722	FREIGHT/PK & WTR PLATES
MO VOCATIONAL	Park Fund Expenses	Vehicle Maintenance	\$46.50	022723	27722	FREIGHT/PK & WTR PLATES
MO VOCATIONAL	W & S Admin. Expenses	Vehicle Maintenance	\$15.50	022723	27722	FREIGHT/PK & WTR PLATES
MO WATER & WASTEWATE	Water Plant Expenses	Dues	\$210.00	022723	27723	23-24 WWCF DUES 6 MEMBERS
MOBILY LLC	W & S Revenue Receipts	Water Collections	\$75.00	021323	27666	MTR REFD 741 WATSON DR ST D
MODNR-DMS RECEIPT &	W&S Revenue Fund	State Sales Taxes Payable	\$5,312.61	021323	27667	SALES TAX PMT JAN 2023-38072-047
NEWEGG, INC.	City Hall Expenses	Computer Equip/Sftwre Mnt	\$219.99	022123	27692	MAYOR'S MICROSOFT OFFICE
NEWEGG, INC.	City Hall Expenses	Computer Equip/Sftwre Mnt	\$639.99	022123	27692	MAYOR'S LAPTOP
NPG NEWSPAPERS INC	Historic Museum Exp	City Museum	\$495.00	021323	27643	LIVING IN CLAY CO AD- GERI SPENCER
OLLIS/AKERS/ARNEY IN	City Hall Expenses	Property/Liability Ins.	\$1,724.00	022723	27724	INSURANCE
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$64.79	021323	27644	OIL/FILTER
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$71.06	021323	27644	OIL/FILTER MINI X
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$56.97	021323	27644	ANTIFRZ MINI-X
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$132.91	021323	27644	HYD/OIL FITLER
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$16.10	021323	27644	HYD FILTER
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$71.94	021323	27644	ANITFREEZE MINI-X
O'REILLY AUTOMOTIVE	Transportation Expense	Equipment Maintenance	\$21.97	021323	27644	A/F TSTR ANTRFEZ BOOM MOWER
O'REILLY AUTOMOTIVE	Transportation Expense	Vehicle Maintenance	\$10.99	021323	27644	TIRE TRIM
O'REILLY AUTOMOTIVE	Transportation Expense	Vehicle Maintenance	\$55.96	021323	27644	DIESEL TRMENT
O'REILLY AUTOMOTIVE	W & S Admin. Expenses	Vehicle Maintenance	\$47.46	021323	27644	STEERING WHEEL COVER ENG TRMNT
O'REILLY AUTOMOTIVE	W & S Admin. Expenses	Vehicle Maintenance	\$6.49	021323	27644	BATTERY CLEANER

PAID WARRANT REPORT FOR
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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
O'REILLY AUTOMOTIVE	Water Plant Expenses	Equipment Maintenance	\$50.08	021323	27644	FUEL/OIL FILTER
O'REILLY AUTOMOTIVE	Sewer Plant Expenses	Hand Tools & Hardware	\$0.99	021323	27644	SHORTAGE INV #161781
ORSCHLN	Police Dept Exp	Drug Dog Care & Cerfication	\$58.99	020623	27616	K9 FOOD #987
ORSCHLN	Police Dept Exp	Drug Dog Care & Cerfication	\$83.99	020623	27616	K9 FOOD #984
ORSCHLN	Transportation Expense	Vehicle Maintenance	\$26.99	020623	27616	RECIEVER COLLAR
ORSCHLN	W & S Admin. Expenses	Uniforms	\$119.99	020623	27616	BOOTS (SICKMAN)
ORSCHLN	Sewer Plant Expenses	Work Supplies	\$12.57	020623	27616	AAA BATTERIES, COTTER PIN
ORSCHLN	Sewer Plant Expenses	Hand Tools & Hardware	\$26.99	020623	27616	GAUGE
ORSCHLN	Sewer Plant Expenses	Hand Tools & Hardware	\$61.97	020623	27616	DRAIN PAN HOSE
OUTDOOR RESTROOMS	Park Fund Expenses	Park Maintenance	\$450.00	021323	27645	6 TOLIETS JJ PK
OUTDOOR RESTROOMS	Park Fund Expenses	Park Maintenance	\$75.00	021323	27645	1 TOILET
PACE ANALYTICAL SERV	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$532.90	020623	27617	2ND BI-MNTHLY
PACE ANALYTICAL SERV	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$250.00	022723	27725	BI-MNTHLY LAB FEE
PARTON, JEFFERY	Police Dept Exp	Wellness Reimbursement Prgm	\$750.00	021323	27646	WELLNESS REIMB ARCHERY EQUIP
PAVLICH, DAVID	City Hall Expenses	Training/Meetings	\$94.74	022723	27726	REIMB FOOD TRAY WORK SESSION
PENCE PLUMBING	Firehouse Center	Building Maintenance	\$289.00	020623	27618	HVAC FIRE HOUSE 1 YR SER SPG/FALL 23
PENCE PLUMBING	Police Dept Exp	Equipment Maintenance	\$229.00	020623	27618	HVAC 1 YR SRV PD SPRING/FALL 23
PLATTE CLAY ELECTRIC	Historic Museum Exp	Electricity	\$8,687.32	021323	27647	STREET LIGHTS
PLATTE CLAY ELECTRIC	Police Dept Exp	Electricity	\$935.70	022723	27727	POLICE ELECT
PLATTE CLAY ELECTRIC	Park Fund Expenses	Electricity	\$1,254.57	022723	27727	PARK ELECT
PLATTE CLAY ELECTRIC	Park Fund Expenses	Electricity	\$543.21	022723	27727	PARK ELECT
PLATTE CLAY ELECTRIC	Transportation Expense	Electricity	\$56.90	022723	27727	COMPOST BLDG ELECT
PLATTE CLAY ELECTRIC	Transportation Expense	Electricity	\$147.27	022723	27727	STREET BARN ELECT
PLATTE CLAY ELECTRIC	Water Plant Expenses	Electricity	\$1,583.36	022723	27727	WATER ELECT
PLATTE CLAY ELECTRIC	Water Plant Expenses	Electricity	\$892.07	022723	27727	WEST BOOSTER ELECT
PLATTE CLAY ELECTRIC	Sewer Plant Expenses	Electricity	\$12,530.51	022723	27727	SEWER ELECT
POLYDYNE INC.	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$5,940.00	020623	27619	CLARIFLOC
PORTERS BLDG. CENTE	Use Tax Park Cap Prjcts Exp	Pickle Ball Complex	\$2,599.00	022723	27728	8x16 STORAGE BLDG PICKLE/SKATE
PORTERS BLDG. CENTE	Park Fund Expenses	Printing	\$7.98	020623	27620	MARKERS
PORTERS BLDG. CENTE	Water Plant Expenses	Hand Tools & Hardware	\$38.96	020623	27620	PAINT/TAPE
PORTERS BLDG. CENTE	Sewer Plant Expenses	Work Supplies	\$40.45	020623	27620	DUCK TAPE/SOAP
PUBLIC WATER DIST#3	Park Fund Expenses	Park Maintenance	\$21.00	020623	27621	SPIGOT REG SYSTM "A"
PUBLIC WATER DIST#3	Park Fund Expenses	Park Maintenance	\$21.00	020623	27621	IRRIGATION JJ PRK
REPUBLIC SERVICES	Solid Waste Expenses	Recycling Program	\$2,044.10	022723	27729	FEB23 RESDNTLL-MAJOR-ROLL OFFS
REPUBLIC SERVICES	Solid Waste Expenses	Allied Waste Services Contract	\$56,093.46	022723	27729	FEB23 RESDNTLL-MAJOR-ROLL OFFS
REPUBLIC SERVICES	Sewer Plant Expenses	Trash	\$80.35	022723	27729	FEB23 RESDNTLL-MAJOR-ROLL OFFS
RHODUS, GREG	Sewer Plant Expenses	Sludge Hauling/Handling	\$7,700.00	020623	27622	220-T SLUDGE HAULING
ROYAL PAPER	Water Plant Expenses	Plant Maintenance	\$57.09	020623	27623	KITCHEN TWL LINER
ROYAL PAPER	Water Plant Expenses	Test Chemicals & Expenses	\$93.77	020623	27623	KITCHEN TWL LINER
ROYAL PAPER	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$187.55	020623	27623	KITCHEN TWL LINER
SHRED-IT	City Hall Expenses	Office Supplies	\$22.40	021323	27649	DOC SHRED CH
SHRED-IT	Police Dept Exp	Office & Maint Supplies	\$22.40	021323	27650	DOC SHRED PD
SPENCER, GERRI	Historic Museum Exp	Building Maintenance	\$118.50	022723	27730	REIMB:CLN SUPPLY MUSEUM
SPENCER, GERRI	Historic Museum Exp	City Museum	\$290.74	022723	27730	REIMB:CLN SUPPLY MUSEUM
STAPLES ADVANTAGE	City Hall Expenses	Office Supplies	\$25.14	021323	27651	RED FLDRS

PAID WARRANT REPORT FOR
FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
STAPLES ADVANTAGE	City Hall Expenses	Office Supplies	\$322.27	022723	27731	BINDER/TONER/PAPER/PENS
STAPLES ADVANTAGE	Police Dept Exp	Office & Maint Supplies	\$49.23	022723	27731	BINDER/TONER/PAPER/PENS
STAPLES ADVANTAGE	W & S Admin. Expenses	Office Supplies	\$70.43	020623	27624	SER INK TONER 94X BLK
STAPLES ADVANTAGE	W & S Admin. Expenses	Office Supplies	\$98.46	022723	27731	BINDER/TONER/PAPER/PENS
STAR ACQUISITIONS	Shoppes Tif Expense	Developer Reimbursement	\$57,652.27	022723	27732	FEB EATS
STAR ACQUISITIONS	Shoppes Tif Expense	Developer Reimbursement	\$389,624.04	022723	27733	
STATE MOTOR & CONTOL	Water Plant Expenses	Equipment Maintenance	\$3,021.02	022123	27693	SEW EURODRIVE-GEAR MOTOR
SUMNER ONE LEASING	City Hall Expenses	Equipment Maintenance	\$368.34	022123	27694	3COPIER LEASE/ OVEAGE 11/8-12/7
SUMNER ONE LEASING	City Hall Expenses	Equipment Maintenance	\$337.16	022123	27694	3COPIER LEASE OVERAGE 12/8-1/7
SUMNER ONE LEASING	City Hall Expenses	Equipment Maintenance	\$318.95	022123	27694	3COPIER LEASE OVERAGE 1/8-2/7
SUMNER ONE LEASING	Community Dev Dir Exp	Equipment Maintenance	\$215.01	022123	27694	LEASE 2 KYOCERA COPIERS
SUMNER ONE LEASING	Police Dept Exp	Equipment Maintenance	\$158.47	022123	27694	3COPIER LEASE/ OVEAGE 11/8-12/7
SUMNER ONE LEASING	Police Dept Exp	Equipment Maintenance	\$158.47	022123	27694	3COPIER LEASE OVERAGE 12/8-1/7
SUMNER ONE LEASING	Police Dept Exp	Equipment Maintenance	\$158.47	022123	27694	3COPIER LEASE OVERAGE 1/8-2/7
SUMNER ONE LEASING	Police Dept Exp	Equipment Maintenance	\$215.01	022123	27694	LEASE 2 KYOCERA COPIERS
TERMINAL CONMSOLID	Water Plant Expenses	Treatment Chemicals	\$1,500.00	020623	27626	LIME HAULING
T-MOBILE	Community Dev Dir Exp	Cell Phones	\$76.62	020623	27625	CELL PH/TAB/HOT SPOTS
T-MOBILE	Police Dept Exp	Cell Phones	\$490.78	020623	27625	CELL PH/TAB/HOT SPOTS
T-MOBILE	Park Fund Expenses	Cell Phone AmphitheaterIntrnet	\$38.32	020623	27625	CELL PH/TAB/HOT SPOTS
T-MOBILE	Transportation Expense	Cell Phones	\$299.34	020623	27625	CELL PH/TAB/HOT SPOTS
T-MOBILE	W & S Admin. Expenses	Cell Phones	\$443.51	020623	27625	CELL PH/TAB/HOT SPOTS
TRANSYSTEMS CORP	I35 & 19th Interchange Prjct	19th & Nations Roundabout	\$2,898.00	022123	27695	NATION & 19TH ST RND/ABT #3
TRAVELERS	City Hall Expenses	Workman's Compensation	\$49,717.00	021323	27668	WORKER COMP-2023
TRAVELERS	City Hall Expenses	Property/Liability Ins.	\$96,353.00	021323	27668	COMM PKG-PROP LIAB
TRAVELERS	City Hall Expenses	Property/Liability Ins.	\$5,327.00	021323	27668	PROFESSIONAL LIAB
TRAVELERS	City Hall Expenses	Property/Liability Ins.	\$7,933.00	021323	27668	UMBRELLA/EXPRESS
TRAVELERS	City Hall Expenses	Property/Liability Ins.	\$59,419.00	021323	27668	COMMERICAL PACKAGE
TRAVELERS	Community Dev Dir Exp	Auto Insurance	\$37,963.00	021323	27668	AUTOMOBILE
TRUSS (HUB)	WestSideCID Expense	Property/Liability Ins.	\$1,715.00	020623	1001026	W-SIDE CID LIABILITY-TERROR
U S POSTAL SERVICE	W & S Admin. Expenses	Postage	\$4,000.00	022123	27699	WATER BILL TRUST ACCT
UMB BANK	2020 CLARIFIER COPS REFINCE	2020 Rfnc Debt Serv-Prin	\$295,000.00	022723	27734	2020 COPS INT/PRIN
UMB BANK	2020 CLARIFIER COPS REFINCE	2020 Rfnc Debt Serv-Int	\$25,304.02	022723	27734	2020 COPS INT/PRIN
UPS STORE	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$80.28	020623	27627	SWR TESTING
US BANCORP	W & S Admin. Expenses	Meter AMI System Principal	\$9,422.14	020623	27628	AMI METER SYS FEB '23
US BANCORP	W & S Admin. Expenses	AMI Meter System Interest	\$59.50	020623	27628	AMI METER SYS FEB '23
US BANCORP	Sewer Cap. Imp. Expenses	Rotary Fan Press L/P-Principal	\$3,537.05	022123	27696	ROTARY FAN #38507161 FEB2023
US BANCORP	Sewer Cap. Imp. Expenses	Rotary Fan Press L/P--Interest	\$155.50	022123	27696	ROTARY FAN #38507161 FEB2023
US BANK EQUIPMENT	Community Dev Dir Exp	Equipment Maintenance	\$128.58	022123	27697	RICOTT LEASE 01/20-2/20
USA BLUE BOOK	Water Plant Expenses	Test Chemicals & Expenses	\$719.66	020623	27629	BUFFER/STRG SOLUTION
USA BLUE BOOK	Water Plant Expenses	Test Chemicals & Expenses	\$1,803.45	022123	27698	IRON ACCVAC TIMER CL17 SET
USA BLUE BOOK	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$1,319.13	022123	27698	FILTER/BUFFER HACH CAP
UTILITY SERV CO, INC	Water Plant Expenses	Water Tower Maintenance	\$4,627.58	021323	27652	STND PIPE TANK QTLY
UTILITY SERV CO, INC	Water Plant Expenses	Water Tower Maintenance	\$3,928.04	021323	27652	PED I-35 QRTLTY
VISA	City Hall Expenses	Computer Equip/Sftwre Mnt	\$29.98	020623	27630	ZOOM SUBSCRIP
VISA	City Hall Expenses	Computer Equip/Sftwre Mnt	\$19.57	020623	27630	MAYOR LAPTOP BAG

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VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
VISA	City Hall Expenses	Computer Equip/Sftwre Mnt	\$197.99	020623	27630	MAYOR CHROME BK
VISA	City Hall Expenses	Training/Meetings	\$25.00	020623	27630	WEST GATE REG MTNG-G. SPENCER
VISA	City Hall Expenses	Office Supplies	\$95.75	020623	27630	AMZN FOLDERS-LINDA
VISA	City Hall Expenses	Office Supplies	\$71.95	020623	27630	BNDR PLANNER-HEATHER
VISA	City Hall Expenses	Office Supplies	\$82.63	020623	27630	BINDER/CVR- SHELIA
VISA	City Hall Expenses	Office Supplies	\$269.91	020623	27630	DVDR/BINDER X4 SHELIA
VISA	City Hall Expenses	Office Supplies	\$36.00	020623	27630	BUSINESS CARDS-200
VISA	City Hall Expenses	Office Supplies	\$154.50	020623	27630	PHOTO HEADSHOTS-SHEILA
VISA	Community Dev Dir Exp	Dues	\$50.00	020623	27630	MEMBR DUES FLD ASSOC
VISA	Community Dev Dir Exp	Dues	\$38.77	020623	27630	MABOI MEMBR-COLTON
VISA	Police Dept Exp	Vehicle Maintenance	\$14.92	020623	27630	MTR VHLE TITLE DMV
VISA	Police Dept Exp	Training/Meetings	\$350.00	020623	27630	K-9 TRNG WRKSHOP #987
VISA	Park Fund Expenses	Printing	\$15.98	020623	27630	DRY ERASE/HOLDER
VISA	Park Fund Expenses	Printing	\$12.95	020623	27630	SILVER SHARPIES
VISA	Park Fund Expenses	Vehicle Maintenance	\$15.04	020623	27630	NEW TRUCK PRK #3 DMV
VISA	Park Fund Expenses	Recreation Programs	\$100.00	020623	27630	PEACHJAR
VISA	Park Fund Expenses	Recreation Programs	\$899.30	020623	27630	SCOREBRD STAND PORTABLE
VISA	Transportation Expense	Equipment Maintenance	\$42.94	020623	27630	WELDING LINERS
VISA	Transportation Expense	Vehicle Maintenance	\$14.91	020623	27630	MTR VHLE TITLE DMV
WATERS HARDWARE	Park Fund Expenses	Hand Tools & Hardware	\$10.61	020623	27631	VELCO/WASHERS
WATERS HARDWARE	Transportation Expense	Work Supplies	\$6.49	020623	27631	SPRAY BOTTLE
WATERS HARDWARE	Transportation Expense	Gas & Oil	\$12.98	020623	27631	2 CYCLE OIL
WATERS HARDWARE	Water Plant Expenses	Hand Tools & Hardware	\$2.40	020623	27631	MURIATIC ACID/FSTNR
WATERS HARDWARE	Water Plant Expenses	Hand Tools & Hardware	\$32.98	020623	27631	WIRE WHEEL/CUP
WATERS HARDWARE	Water Plant Expenses	Treatment Chemicals	\$38.97	020623	27631	MURIATIC ACID
WATERS HARDWARE	Water Plant Expenses	Treatment Chemicals	\$155.88	020623	27631	MURIATIC ACID/FSTNR
WATERS HARDWARE	Water Plant Expenses	Treatment Chemicals	\$51.96	020623	27631	MURIATIC ACID
WATERS HARDWARE	Sewer Plant Expenses	Equipment Maintenance	\$16.17	020623	27631	FASTENERS
WATERS HARDWARE	Sewer Plant Expenses	Equipment Maintenance	\$68.17	020623	27631	SLDG/DRILL/FASTENER
WATERS HARDWARE	Sewer Plant Expenses	Equipment Maintenance	\$22.22	020623	27631	FASTENERS
WATERS HARDWARE	Sewer Plant Expenses	Work Supplies	\$27.98	020623	27631	CLEANING WHEEL/PINS
WATERS HARDWARE	Sewer Plant Expenses	Hand Tools & Hardware	\$34.99	020623	27631	DIGITAL CALIPER
WATERS HARDWARE	Sewer Plant Expenses	Hand Tools & Hardware	\$34.98	020623	27631	HARDWARE
WATERS HARDWARE	Sewer Plant Expenses	Hand Tools & Hardware	\$7.18	020623	27631	FASTENERS
WATERS HARDWARE	Sewer Plant Expenses	Test Chemicals/Lab Tests	\$4.09	020623	27631	DAWN SOAP
WATERS HARDWARE	Sewer Plant Expenses	New Equipment	\$112.95	020623	27631	SLDG/DRILL/FASTENER
WEX BANK	Community Dev Dir Exp	Gas & Oil	\$91.45	021323	27653	FUEL USAGE
WEX BANK	Police Dept Exp	Gas & Oil	\$3,829.54	021323	27653	FUEL USAGE
WEX BANK	Park Fund Expenses	Gas & Oil	\$264.69	021323	27653	FUEL USAGE
WEX BANK	Transportation Expense	Gas & Oil	\$1,251.67	021323	27653	FUEL USAGE
WEX BANK	W & S Admin. Expenses	Gas & Oil	\$355.04	021323	27653	FUEL USAGE
WINNERS CIRCLE	Park Fund Expenses	Recreation Programs	\$385.52	021323	27669	BASKETBALL METALS
YATES ELECTRIC CO.	Water Plant Expenses	Distribution Maintenance	\$120.00	022723	27735	WBS PWR FAIL
YATES ELECTRIC CO.	Water Plant Expenses	Equipment Maintenance	\$480.00	020623	27632	WORKED TRANS PUMP3
YATES ELECTRIC CO.	Water Plant Expenses	Equipment Maintenance	\$120.00	020623	27632	CHK PWR W BOOSTER

PAID WARRANT REPORT FOR
FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	WARRANT	CHECK NO	FULL DESC
YATES ELECTRIC CO.	Sewer Plant Expenses	Lift Station Maintenance	\$180.00	022723	27735	#1 GRNFLD L.S.
			\$1,886,010.76			

Municipal Division Summary Reporting

7th Judicial Circuit - Clay County - Kearney Municipal Division

I. COURT INFORMATION

Reporting Period:		
January	2023	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
100 E. Washington Kearney, MO 64060	PO Box 797 Kearney, MO 64060	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 628-5535	(816) 628-4543	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
LINDA HERRERA	linda.c.herrera@courts.mo.gov	Brian Klopfenstein

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		115	732	498
B. Cases (citations / informations) filed		0	0	0
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	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	0	0
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	0	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		115	732	498
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 7th Judicial Circuit - Clay County - Kearney Municipal Division	Reporting Period: January - 2023
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	0	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	10	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	205		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$0.00
Clerk Fee – Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$0.00
Clerk Fee – Other	\$0.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: No	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$0.00
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.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Bond Refunds	\$0.00
Total Disbursements	\$0.00

Municipal Division Summary Reporting

7th Judicial Circuit - Clay County - Kearney Municipal Division

I. COURT INFORMATION

Reporting Period:		
February	2023	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
100 E. Washington Kearney, MO 64060	PO Box 797 Kearney, MO 64060	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 628-5535	(816) 628-4543	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
LINDA HERRERA	linda.c.herrera@courts.mo.gov	Brian Klopfenstein

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		115	732	498
B. Cases (citations / informations) filed		0	0	0
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	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	0	0	0
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	0	0	0
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		115	732	498
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 7th Judicial Circuit - Clay County - Kearney Municipal Division	Reporting Period: February - 2023
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	0	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	0	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	205		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$0.00
Clerk Fee – Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$0.00
Clerk Fee – Other	\$0.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: No	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$0.00
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.	
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Bond Refunds	\$0.00
Total Disbursements	\$0.00

RESOLUTION NO. 05-2023

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A PROFESSIONAL SERVICES CONTRACT FOR GPS DATA COLLECTION & GIS MAPPING OF THE SANITARY SEWER AND STORM WATER UTILITY NETWORK WITH SURVEYING & MAPPING, LLC (SAM) IN AN AMOUNT NOT TO EXCEED \$236,100.

WHEREAS, the Board of Aldermen approved Resolution 28-2019 for GIS mapping of the City's water lines and valves with Midland GIS Solutions, LLC which included Web GIS hosting services and Code Section 145.130 B. of the City of Kearney, Missouri allows sole source purchasing when extraordinarily special circumstances exist which result in significant cost savings to the city; and

WHEREAS, Midland GIS Solutions, LLC is now Surveying & Mapping LLC (SAM) and currently hosts the city's web GIS map; and

WHEREAS, a successful wastewater collection system master plan begins with an accurate depiction of existing conditions of the collection system including vital information on the size, shape and location of the city's sanitary sewer system; and

WHEREAS, one of the requirements of the city's storm water program will be to identify and map the city's drainage basins and storm water facilities; and

WHEREAS, funds for this study are appropriated in the fiscal year 2024 budget, approved by the Board on February 21, 2023, in the Sewer Capital Improvement Fund (Fund 025) for sanitary sewer master planning and in the Transportation Fund (Fund 018) for storm water master planning.

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

Section 1. The Kearney Board of Aldermen hereby authorizes the City Administrator to sign a professional services contract with Surveying & Mapping, LLC., attached and made part of this resolution as if wholly re-written herein, for GPS data collection & GIS development of the city's sanitary sewer utility network and the city's storm water utility network.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, THIS 6TH DAY OF MARCH, 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

SURVEYING AND MAPPING, LLC.
PROFESSIONAL SERVICES AGREEMENT

For

Kearney, MO

PROJECT NAME

Phase 2 Utility GIS Mapping & Data Collection

Prepared for:

Sheila Ernzen
City Administrator
100 E. Washington St.
Kearney, MO 64060

By:

Kirk Larson, Director of GIS Operations
SURVEYING AND MAPPING, LLC.
501 N Market Street
Maryville, MO 64468
(660)562-0050

Submittal Date:
March 1, 2023

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between the City of Kearney, MO (hereafter referred to as “CLIENT”) and SAM, LLC, whose place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

PURPOSE AND INTENT

This agreement covers Phase 2 of the City wide utility data collection, creation and construction of a sanitary sewer and storm water utility GIS program for the City of Kearney, MO, including the development of utility features in accordance with the attached Scope of Services in ATTACHMENT A for GIS Implementation.

WITNESSETH

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HERewith, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

SECTION ONE- GENERAL PROVISIONS

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of Kearney, Missouri.
- I.2 Whenever the term “COMPANY” is used, it shall mean SURVEYING AND MAPPING, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the ATTACHMENT A – Scope of Services Document dated February 8, 2023 presented to Kearny by SURVEYING AND MAPPING, LLC.
- I.5 This contract between The City of Kearney and SAM, LLC shall be deemed a Missouri contract and shall be governed by the Laws of the State of Missouri. It is specifically understood by the parties that this contract is not a contract with the State of Missouri. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

SECTION TWO - ADDITIONAL PROVISIONS

- 2.1 The City Administrator shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT’S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

SECTION THREE - SCOPE OF SERVICES

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

SECTION FOUR - PROSECUTION OF WORK AND COMPLETION

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 Final delivery of all approved items for each phase as identified in ATTACHMENT A shall be made to the CLIENT by the COMPANY within six (6) months from the commencement date defined in the project schedule.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
- 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
 - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
 - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT

- 5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the rate as listed below for the scope of work and deliverables in ATTACHMENT A of this agreement for the sanitary sewer system and on a maximum of 2,200 storm water structures with a recommended storm water budget of \$132,000. This agreement has a not to exceed cost of \$236,100 for sanitary sewer and storm water features. Fee Schedule will be itemized as follows:

5.1.1	Sanitary Sewer Utility Network	\$104,100.00
	Storm Water Utility Network	\$60.00 per structure

An additional contingency in the amount of \$13,200 is hereby established for possible storm water structures in excess of 2,200 that may be identified during performance of the work covered by this Agreement and which are within the general work parameters of this Agreement. Such contingency may only be released upon written authorization by the City of Kearney, MO

- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.

- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

SECTION SEVEN - CLIENT RESPONSIBILITIES

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the training provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3rd parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notifications by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY's maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT's web-based GIS program.
- 7.8 CLIENT designates the City Administrator as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ethan Herbek, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

SECTION NINE - TERMINATION OF CONTRACT

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Matt Sorensen and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The City Administrator will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

SAM, LLC AND KEARNEY, MISSOURI PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

THE CITY OF KEARNEY, MISSOURI

APPROVED BY: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Attest: _____

Printed/Typed Name: _____

Title: _____ Date: _____

SAM, LLC

APPROVED BY: _____ 

Printed/Typed Name: _____ Kirk Larson

Title: _____ Director of GIS Operations Date: _____ March 1, 2023

March 1, 2023



Surveying & Mapping, LLC (SAM)

February 8, 2023

SUBMITTED TO:
Kearney, Missouri

PROPOSAL FOR:
Utility GIS Mapping & Data Collection

Proposal Contact: Erin Allen
Office: 660.562.0050 | Direct: 660.215.7091 | erin.allen@sam.biz

SAM, LLC GIS Office
www.sam.biz | 501 North Market | Maryville, MO 64468
Office: 660.562.0050

Attachment A: SAM, LLC



501 North Market Street | Maryville, MO 64468
Ofc 660-562-0050 | gis@sam.biz | www.sam.biz



February 8, 2023

Sheila Erzen
City Administrator
100 E. Washington St.
Kearney, MO 64060

Dear Sheila,

Surveying And Mapping, LLC (SAM) respectfully submits this proposal to the City of Kearney to provide professional GPS and GIS mapping services. SAM is ready to assist in your efforts to locate and map the city's sanitary sewer and storm water utilities for integration into the existing GIS program in order to better prepare the city for future infrastructure project and operational tools in utility maintenance.

The following characteristics make SAM uniquely capable of overseeing this project for Kearney:

- SAM offers complete utility asset management solutions, from accurate GPS collection and GIS mapping, to web-based solutions with editing capabilities for easy, efficient maintenance.
- SAM has provided GPS and GIS services to over 500 cities and utilities in the country. Our dedicated field staff has GPS located more than a million utility assets for seamless GIS integration to support in utility maintenance, daily workflow management and engineering models.
- SAM will dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers, Professional Land Surveyors and ArcGIS Server developers to ensure project efficiency and overall product quality.
- SAM has implemented hundreds of GIS programs across the country. Our unique combination of RTK Survey-grade GPS field services, program design and implementation are why more than 70% of our annual GIS revenue comes from repeat and referral customers.

Thank you for the chance to present our company for this opportunity. Our team of professionals has the experience and capabilities to make your GIS program a success.

Respectfully Submitted,

Erin Allen
Business Development Manager

Surveying And Mapping, LLC

Founded in Austin, Texas in 1994 and celebrating 28 years of providing quality services and deliverables, **Surveying And Mapping, LLC (SAM)** has expanded from its initial offering of professional land surveying services, to providing a complete suite of geospatial solutions and specialized construction phase services. With a guiding principle of providing only the highest quality services to our clients, SAM continually looks for opportunities to expand our geographic reach, introduce additional services and broaden the markets we serve.

To achieve this goal, SAM has acquired some of the most experienced and professional consulting firms across the United States, including **Midland GIS Solutions**, a full service GIS development firm. Over the last 20 years, Midland GIS has grown through a vision that long-term GIS success is dependent on the highest level of accuracy, proper database design and the ability to ensure each and every department within an organization can benefit from their GIS.

Today, delivering GIS services as a single company, SAM has established a technical infrastructure to support and maintain web-based and mobile asset management programs, along with custom GIS applications. With these tools, SAM ensures that every client, regardless of size and resources, can implement an enterprise GIS program to manage everything from land parcels, transportation infrastructure and utility assets to workorders in a secure, user-friendly website built on the latest Esri® technology.

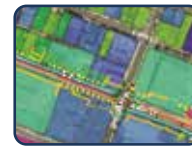
SAM's complete geospatial approach gives us the tools and skills to develop efficient and customized solutions for projects of any scale. This gives our clients the benefit of a single point of contact for a comprehensive set of GIS, surveying and mapping products. The size of our available workforce means we are able to use these tools effectively to accomplish even large-scale projects on accelerated schedules. With our focus on quality and timely delivery, we are proud to have a high rate of repeat business and positive client referrals.

GIS Services

SAM specializes in geospatial services for water & sewer, electric utilities and transportation infrastructure. With specialized teams of full-time, trained GPS field technicians, utilizing precision-accurate GPS equipment and cutting-edge Esri software, our staff is dedicated to accurately locating assets and completing inspections and condition assessments for the sole purpose of GIS data integration. Our geospatial services include:

- GPS Field Mapping
- Utility/Infrastructure Data Collection
- Asset Management Programs
- Utility Inspections
- GIS Data Development
- Data Conversion
- Consulting
- SL-RAT Sewer Acoustic Inspection
- GIS Mapping
- Custom Programming
- Web-Based, Mobile GIS Programs
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- Vegetation Management

Professional Services



Geographic Information System (GIS) Services



Professional Land Surveying



Building Information Modeling (BIM)



Aerial Mapping & Photogrammetry



Subsurface Utility Engineering & Utility Coordination



Airborne, Mobile & Terrestrial LiDAR



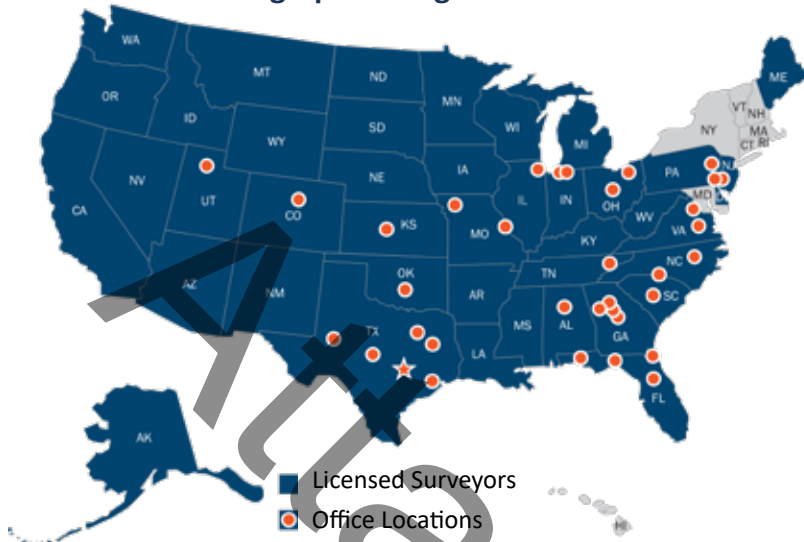
Construction Phase Services

Attachment A: SAM, LLC

Firm Profile | Kearney, Missouri

Geographic Range of SAM

Office Locations



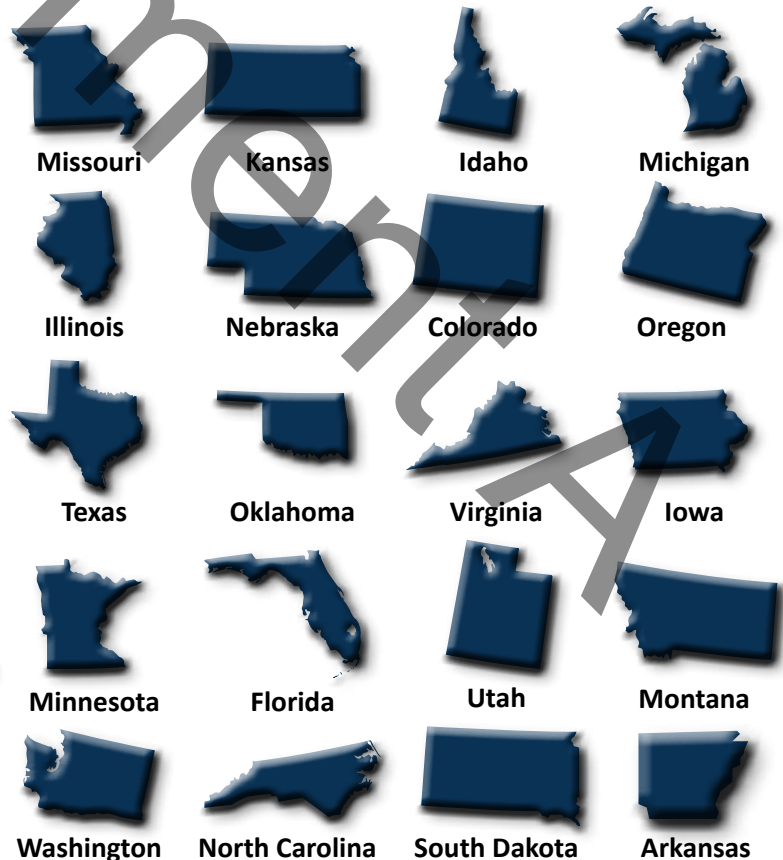
- | | |
|-----------------------------|----------------------|
| ■ Austin, TX (Headquarters) | ■ Macon, GA |
| ■ Atlanta, GA (2) | ■ Mason, TX |
| ■ Birmingham, AL | ■ Maryville, MO |
| ■ Brodheadsville, PA | ■ McDonough, GA |
| ■ Calgary, Canada | ■ Midland, TX |
| ■ Charlotte, NC | ■ Moorestown, NJ |
| ■ Chicago, IL | ■ New Carlisle, IN |
| ■ Chipley, FL | ■ Niceville, FL |
| ■ Columbia, SC | ■ Orlando, FL |
| ■ Columbus, OH (2) | ■ Philadelphia, PA |
| ■ Dallas, TX | ■ Purcell, OK |
| ■ Denver, CO | ■ Raleigh, NC |
| ■ Elkhart, IN | ■ Richmond, VA |
| ■ Gainesville, VA (NoVA) | ■ St. Louis, MO |
| ■ Great Bend, KS | ■ Salt Lake City, UT |
| ■ Houston, TX | ■ Tallahassee, FL |
| ■ Jacksonville, FL (2) | ■ Tyler, TX |
| ■ Knoxville, TN | ■ Youngstown, OH |



SAM is pleased to be a part of the **Esri Partner Network**, including the **ArcGIS System Ready Specialty** that recognizes SAM for staying current with Esri technology. Although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems.

Nationwide GIS Experience

SAM's GIS division has served hundreds of municipal, county and utility clients in **29 states** across the country. No matter the size or scope of the project, SAM has the experience, equipment and manpower to serve you. SAM has designed and implemented successful GIS projects throughout the country.



For over 20 years, SAM has designed reliable GIS programs on a foundation of the highest accuracy possible and our philosophy of **"Everything GIS. Done Right."**. This ensures every project is uniquely designed to accommodate individual client needs and future plans. SAM is consistently hired by clients based on qualifications, as demonstrated by our long-standing experience.

CAPACITY TO ACCOMPLISH WORK

SAM has teams of full-time, trained GPS field technicians, each led by a GPS field crew chief, dedicated to accurately locating utilities and completing inspections for the sole purpose of GIS data integration. GPS field crews at SAM travel throughout the country providing GPS utility collection services on a daily basis. With crews stationed across the country, mobilization can be done quickly to meet any project budget and schedule.

All GPS field and technical staff at SAM are highly trained in all areas of GPS field collection and utility inspections and utilize precision-accurate GPS equipment and cutting-edge Esri software. Additionally, field staff have completed OSHA and Federal Traffic Safety training.

In addition to our knowledgeable field staff, SAM also maintains the professional staff and capacity to provide technical support to more than 100 clients on an annual basis. We provide service and support to our clients long after the implementation of their GIS data and software solutions. Municipal and utility clients also rely on SAM to periodically maintain their utility GIS program with GPS field updates. We are confident in our ability to provide exceptional GIS data collection services on projects of all sizes and complexities, while providing timely and outstanding technical support to each and every client.



TECHNOLOGY

Since 2005, SAM has been an Esri Silver Business Partner. This partnership ensures that our staff is trained and experienced in the latest GIS software available. Esri is the worldwide leader in GIS software and we are proud to employ these technologies to develop every GIS program with the SAM name on it. Our professional staff specializes in a wide-range of GIS technologies, Esri software and integration with third-party applications.



GPS field crews at SAM are experts in data collectors and Global Positioning Systems (GPS), both Real-Time Kinematic (RTK) survey-grade and mapping-grade technologies. Our GPS data collection division boasts a fleet of state-of-the-art, reliable technologies to support the efforts of our crews.

Our programmers and technicians are skilled in numerous programming languages specific to spatial data and asset management functionality. SAM personnel routinely take advantage of the latest training opportunities for GIS software and GPS technology, all significant steps toward efficiency in GIS data collection and development. This commitment to providing the very best in GIS has earned SAM the trust of countless organizations and an extensive list of references and supporters around the nation. This diverse technology expertise additionally ensures our team can consult on compatibility and integration issues with third-party software platforms and external data sources.

WEB SERVICE INFRASTRUCTURE

Above and beyond the in-house technology for GIS development and GPS data collection, SAM has a significant back-end server infrastructure at our GIS office. This system is designed to support the maintenance of hundreds of web-based and mobile GIS mapping programs. The GIS team at SAM securely maintains hundreds of independent web-based GIS and asset management programs for clients across the country.

SAM maintains a secured, climate-controlled server room with a dedicated fiber connection. Websites consume ArcGIS Online services and are hosted in a **virtual VMware ESXi environment** run on a **cluster of Dell PowerEdge R640 web servers** and a **Dell SAN SC4020 storage array**. The server room is connected to a gas-powered generator to keep web servers up and running in case of a power outage. Our top priority is to **ensure 24/7/365 access to the GIS system**.

Programming Expertise

- SQL
- Visual Basic
- .NET
- HTML
- Java
- JavaScript
- C#
- Python
- Geocortex®

GPS Technology

- Sokkia
- Topcon
- Trimble
- Leica
- Carlson
- Juniper
- Allegro
- Collector for ArcGIS

Esri Technology

- ArcGIS 10.x
- ArcGIS Pro
- ArcGIS Enterprise
- ArcGIS Extensions
- ArcGIS Online

SAM Esri Certifications

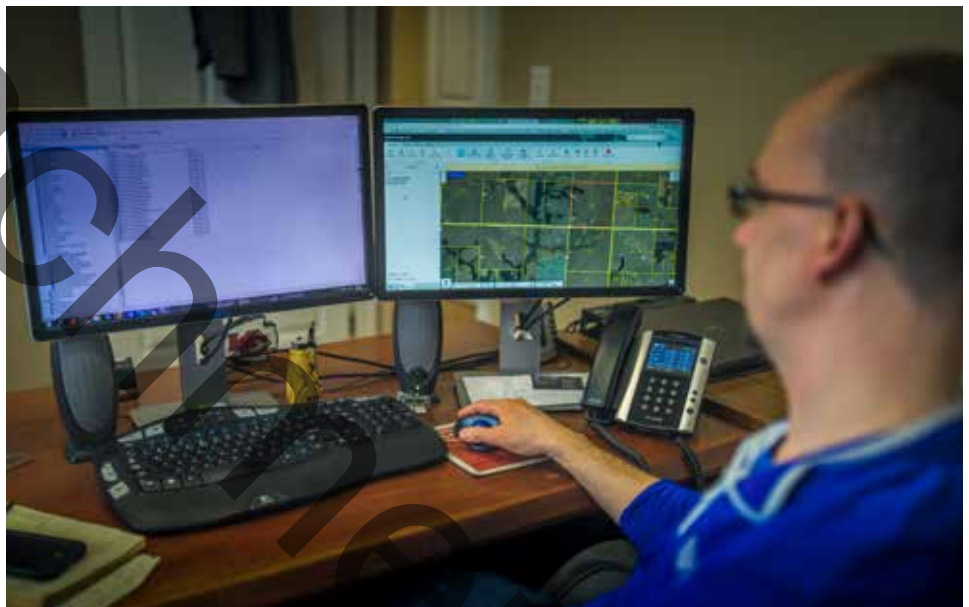


COST CONTROL & TIME MANAGEMENT

With over 800 successful data collection projects, the management team at SAM takes pride in our ability to consistently set costs and project schedules for our clients. Additionally, every project has been delivered to our clients by the negotiated deadlines. This is only possible with leadership that has decades of combined experience and a strong team of professionals who routinely develop and deploy state-of-the-art GIS programs.

With the extensive capacity of data our team consistently processes, efficiency is paramount. Our professionals constantly weigh the benefits of building automated programs to improve and streamline GIS development tasks, while avoiding those automated pitfalls that reduce or hinder our staff's ability to effectively recognize issues in the construction of good, clean spatial data.

Cost control issues are very important to our clients and SAM has a unique understanding of the skill set, technology and level of effort necessary to provide our clients with successful solutions. The use of the latest in GPS technology and software programs, research, development efforts, field standards and protocols enables SAM to deliver **everything GIS, done right** the first time.



QUALITY ASSURANCE / QUALITY CONTROL

Effective Quality Assurance and Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from data collection checklists and GPS tolerance controls to analyzing network connectivity within the software environment.

As part of the QA/QC process, SAM will conduct a redundancy check on five (5) percent of the features previously shot during the project. After GPS locating the features a second time, SAM will compile and process the results against all data sets and verify that the required accuracy tolerance is being met.

Check plots are a crucial and unique step required in all SAM projects.

Although every effort is made to investigate, locate and properly map each asset, the input and feedback of the utility personnel is imperative to the approval of final data. Our project management team works with client staff to ensure we handle each piece of data properly and clients have the final say in how data is represented. Our efforts to ensure the highest quality products and services include:

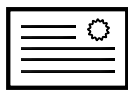


- Custom QA/QC ArcGIS tools
- "Heads-up" QA/QC against base data or aerial photography
- Digital and hard-copy checks against field notes and as-built drawings
- Five (5)% redundancy check of all GPS collected data
- Printed check plots for review by the city
- Assurance that end product shows complete connectivity

SAM's GIS Resume



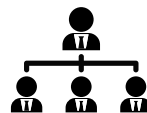
Geospatial firm
since 1994



Esri & GISP
certified Staff



Esri partnership
since 2005



National firm of
1,300+ staff



500+ GIS
clients nationally



Leaders in GIS
implementation

SPECIALIZED EXPERIENCE

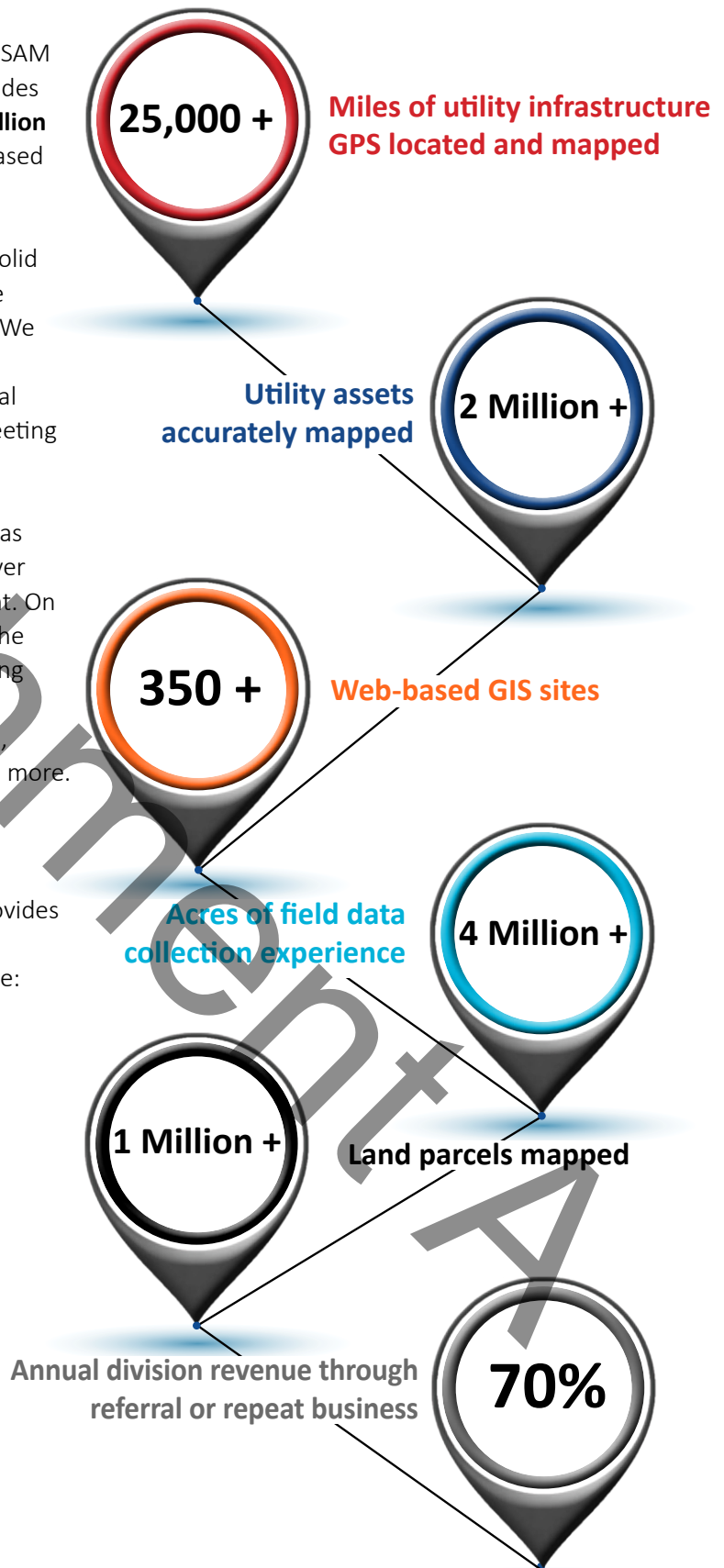
In the last five (5) years alone, the expert field crews of SAM have GPS mapped more than **822,000 assets**. This includes over **11,000 miles** of utility infrastructure across **2.4 million acres** of land. We have also built more than 200 web-based asset management and GIS programs.

As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the accuracy, integrity and longevity of their GIS programs. We provide exceptional GPS data collection on all projects, completing them on schedule with outstanding technical support. SAM is unsurpassed for project quality and meeting aggressive deadlines.

In addition to specializing in GPS data collection, SAM has worked with hundreds of counties to accurately map over **one (1) million parcels** for countywide GIS development. On GIS development projects, our trained staff integrates the best aerial photography available into the digital mapping program. For utility data collection projects, our skilled technicians integrate county parcel and ownership data, planning and zoning information, state layers and much more.

The successful outcome of any GIS project requires a “**field to finish**” approach that starts with accurately collecting field data and leads to a GIS program that provides long-term solutions. SAM has set best practices for the following project-related activities in which we specialize:

- GPS data collection
- GIS mapping
- Parcel development
- Aerial photography integration
- Safety and procedures
- Establishing work sectors and timelines
- Public notification
- Geodatabase design
- Website maintenance
- Quality assurance and quality control
- Project status reports
- Inspections and condition assessment



JACKSON COUNTY PWSD NO. 2



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

PROJECT CONTACT

Pat Ertz
District Manager
p.ertz@pwsd2.org
816.353.5550

In 2012, the Jackson County Public Water Supply District (PWSD) #2 was seeking a qualified GIS firm to assist in the accurate inventory of water utility assets for GIS development. The Jackson County PWSD #2, which serves Raytown, Missouri in the Kansas City metropolitan area, maintains water distribution for approximately 14,000 people through 6,600 connections.



Jackson County PWSD #2 selected SAM in 2012 to begin GPS field data collection to achieve an accurate mapping system of their water infrastructure. The Water District needed data that would be readily available to create engineering models and water flow data. Utilizing RTK survey-grade (sub-centimeter level accuracy) GPS technology, the professional field staff at SAM located the Water District's waterline network, which included the following utility features within the project limits: meters, hydrants, valves and hydrant valves.

SAM gathered attributes using their custom field inspection application and integrated this data with current aerial photography and available GIS data from Jackson County, Missouri. All available historical maps, as-built records and AutoCAD drawings were referenced and used as a resource throughout the GIS development project. Jackson County PWSD #2 utilizes Integrity web-based GIS solutions to manage, edit and maintain their GIS data. With Integrity, the PWSD staff can use their GIS data to assess their waterline utility network, prepare for future maintenance tasks and plan for large expansion or infrastructure replacement projects.

- GPS Mapped All Water Utility Features
- Inventory & Inspection of All Utility Attributes
- Aerial Photography Integration with Data
- Web-based Integrity™ GIS Implementation
- Web-based Asset Management

ST. JOSEPH, MISSOURI

POPULATION 76,442
2007-PRESENT



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING



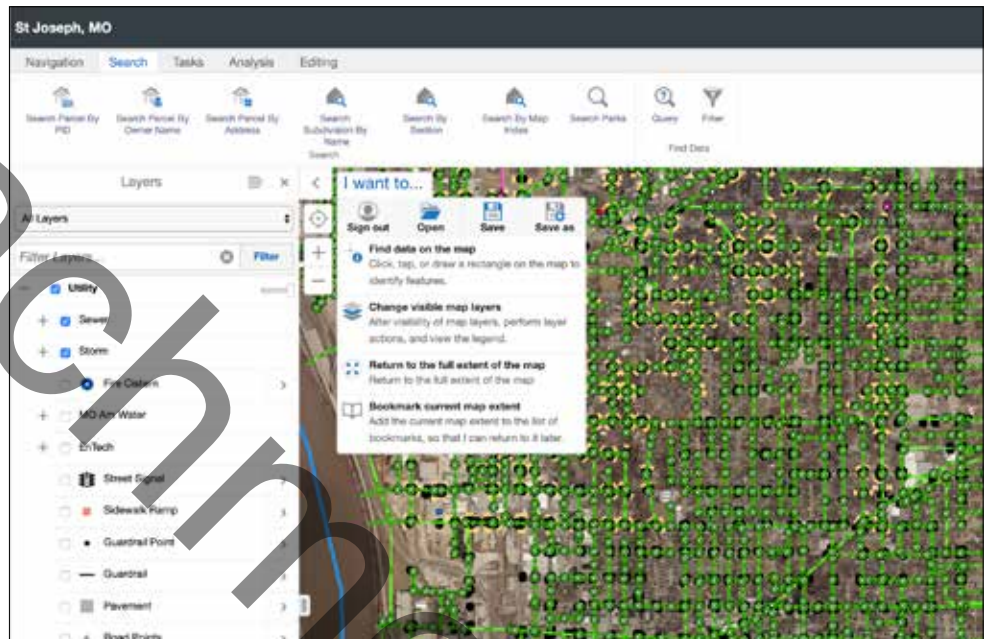
WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT



MAINTENANCE
& SUPPORT

PROJECT CONTACT

Keven Schneider
Super of Streets/Infrastructure
816-271-4848
kschneider@stjosephmo.gov



SAM has been in a “GIS Master Agreement” with the city of St. Joseph since 2007, which is up for renewal every third year. The city has renewed consecutively since 2007 with SAM based on qualifications and service.

SAM manages overall daily GIS operations, maintenance and design structure of the city’s enterprise GIS database and their GIS website with mobile capabilities. SAM has assisted various city departments with training on GPS equipment and GIS software to perform daily tasks, and has also updated and maintained the citywide cadastral mapping and data layer development. All data is directly tied to a control network, which was created by SAM.

Over the years, SAM has provided GPS mapping, inspection and GIS development of 10,000+ sanitary sewer features and portions of the storm water network for use in engineering design projects for combined sewer separation. We have assisted the utility department in developing reports and processes to improve their compliance on a federal consent from the Environmental Protection Agency.

SAM coordinated with CUES GraniteNet and Cartegraph Asset Management vendors to provide customized feature class design and integration with Esri map services. This was done to streamline data input from multiple system sources to prevent any loss in the data creation and transfer process.

Currently, SAM is working on Storm Water asset inventory and developing an Inter-local GIS data agreement for the city and area agencies.

- Master Agreement Since 2007
- MS4 Storm Water Mapping and Inspections
- Sanitary Sewer GIS Mapping and Inspections
- Web-based Integrity™ GIS Implementation
- EPA & DNR Regulatory Compliance Support

BURLINGTON MUN. WATERWORKS



2015, 2018



UTILITY &
INFRASTRUCTURE
DATA COLLECTION

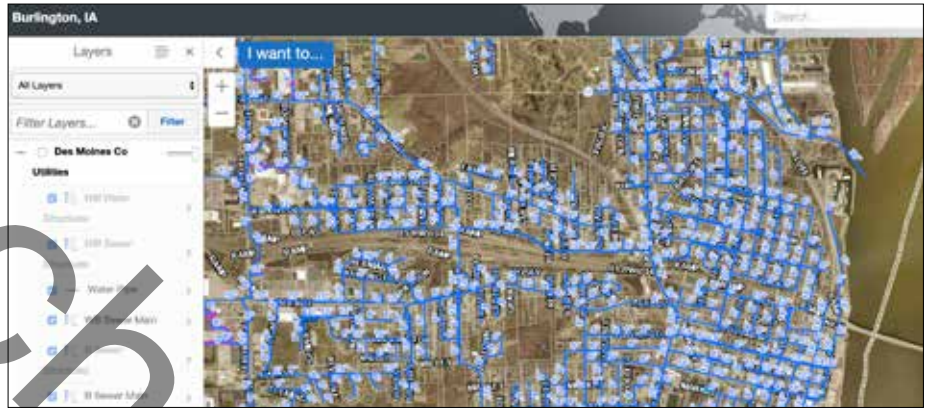


GIS DATA
DEVELOPMENT &
MAPPING



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

Burlington Municipal Waterworks serves more than 28,000 customers in the Cities of Burlington, West Burlington and the surrounding areas along the Mississippi River in southeast Iowa. In 2014 the Municipal Utility was seeking a better system to manage and maintain their water network maps. Their water network data was in CAD and the Utility was unsure of how accurate their information was. Burlington Municipal Waterworks selected SAM in 2015 to GPS locate, attribute and map their water utility mainline network.



PROJECT CONTACT

Shane Johnson | Distribution Supervisor
johnsons@burlingtoniowa.org
319.754.6501

Establishing project work sectors was key to efficiently GPS locating the waterline network features associated with the system maintained by Burlington Municipal Waterworks. Once the project area and associated work sectors were defined, professional field staff at SAM utilized our custom data collection application with pre-defined features and attributes for integration into the geodatabase.

RTK survey-grade GPS technology was utilized to locate water hydrants, water valves and hydrant valves for the water network. All collected data was integrated into the GIS program and water mains were drawn in by combining exact GPS locations of above ground features with as-built and AutoCAD drawings to determine the best representation of Burlington Municipal Waterworks' water distribution network.

Also integrated into the GIS program was existing GIS data and digital aerial photography from the City of Burlington, provided by Des Moines County, IA. All existing data and newly collected water data was incorporated into an Integrity GIS website with mobile capabilities. Burlington Municipal Waterworks maintains and manages their water network with Integrity and has the ability to edit, share and analyze data. Having their GIS data in a reliable web-based platform saves the Utility time and money on conducting field searches for water features and also streamlines daily workflows. SAM was sought in 2018 to update the Utility's water system.

- Water distribution GIS Development
- Aerial Photography Integration
- RTK Survey-grade GPS Data Collection
- Web-based Integrity™ GIS Implementation
- Ongoing GPS Updates

MACON MUNICIPAL UTILITIES



2011-2014 & 2018



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING

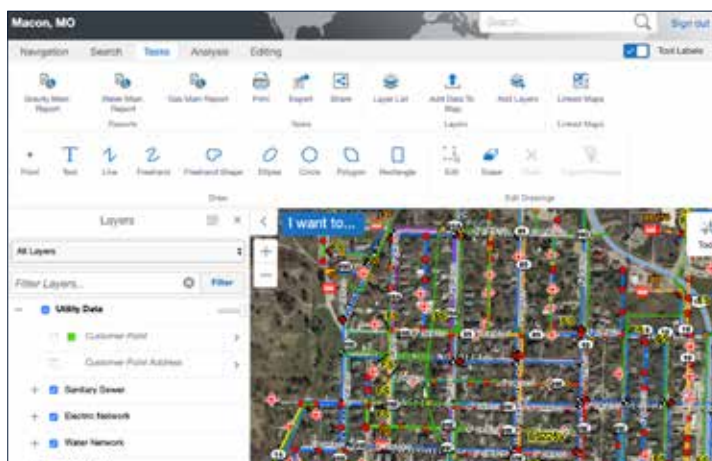


WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

Macon Municipal Utilities (MMU) provides electric, water, wastewater, and natural gas utility services to the 5,500 residents living in the City of Macon, Missouri. MMU began its operations in 1890 and is one of the six (6) oldest public utilities west of the Mississippi River and third oldest in the State of Missouri. In 2011, MMU was seeking accurate locations of their infrastructure, along with inspections of their sanitary sewer network.

SAM was selected by MMU based on qualifications originally in 2011 to GPS locate, inspect, and map their wastewater infrastructure utilizing RTK survey-grade GPS technology. SAM also developed an Integrity GIS website for MMU to manage and maintain their GIS data. The website is utilized on a daily basis by Utility staff to analyze and query various data attributes and layers, and generate reports on gravity mains (flow direction, pipe size, pipe material, etc.), manhole conditions, and maintenance activities.

Following the implementation of the GIS program for the sanitary sewer system, MMU contracted with SAM to have their primary electric network GPS located and mapped. These layers were added to the existing GIS database and integrated into the GIS website. In 2014, SAM GPS located the remaining utility networks,



PROJECT CONTACT

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General Manager
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- Utility Structure GIS Development
- Water and Sanitary Sewer GPS Mapping
- RTK Survey-grade GPS Data Collection
- Inspection & Inventory of all Utility Features
- Web-based Integrity™ GIS Implementation

which included water and natural gas. In 2018, MMU again selected SAM to provide city street light inventory and mapping.

Today, MMU has a comprehensive utility GIS program and web-based GIS site with mobile capabilities to access data on their entire utility infrastructure. Utility personnel have the ability to access critical utility information in case of a natural disaster, water main break, power outage, or natural gas leak. Staff can also link documents or media, such as as-built maps, drawings, pictures, videos, etc. to features in the GIS program.

RICHMOND, MISSOURI

POPULATION 5,655
2012-2015



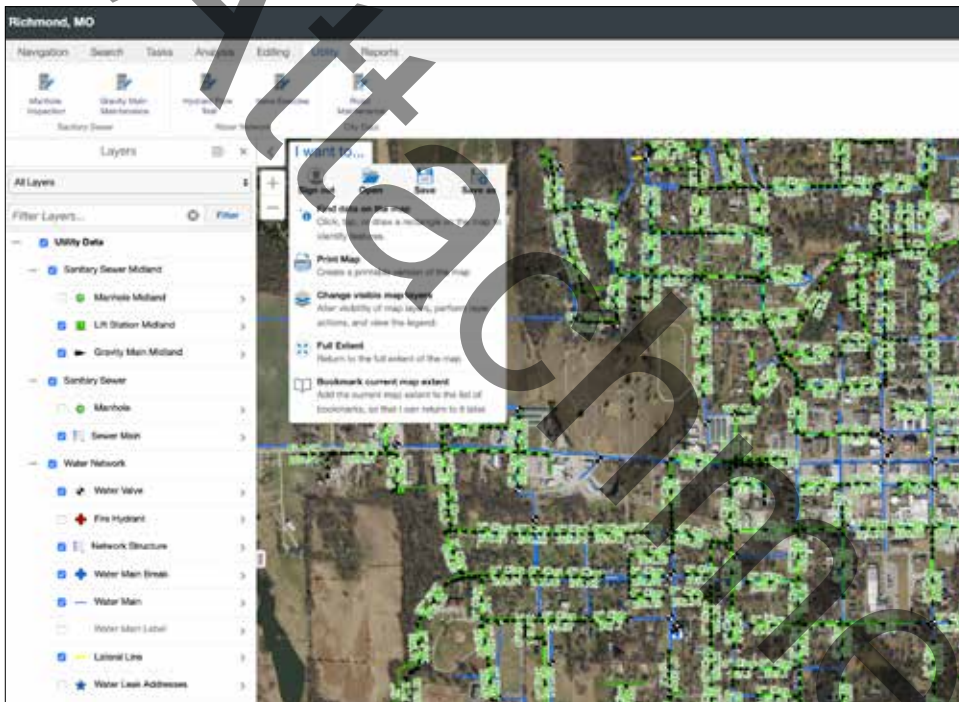
UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT



PROJECT CONTACT

Lisa Hastings

Community Development

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816.776.5304



In 2012 the City of Richmond was faced with inaccurate utility maps combined of outdated built-ins, utility drawings and paper maps. The city had no way to accurately track or manage aging utility infrastructure and system maintenance. After seeking out a qualified GIS firm, SAM was selected to work on establishing zoning layers and implement a web-based GIS database for the city to have up-to-date and accurate information on their utility networks. In the years to come SAM provided further data collection on both water and sanitary sewer networks that was put into the Integrity™ program which SAM continues to host for the city.

- Utility GPS Mapping
- RTK Survey-grade GPS Data Collection
- Cemetery GIS Development
- Web-based Integrity™ GIS Implementation
- Signs and Streets GIS Development

Richmond approached SAM once more in 2015 with a request to GPS map a major cemetery along with every sign and street that included asset management and condition rating. SAM gathered sign and street features including sign MUTCD code, sign size, sign visibility grade, post material, post size, direction facing and a condition rating. Street data included the material, drainage type, intersection type along with an evaluation of the sidewalk system along the streets. Data collection of the cemetery allowed Richmond the ability to maintain and manage cemetery assets and features from anywhere with Integrity™ for web and mobile.

RAYTOWN WATER COMPANY



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

Established in 1925, the Raytown Water Company (RWC) serves approximately 6,700 customers in the metropolitan area of Raytown, Independence and Kansas City in Missouri. RWC is a private corporation governed by the Missouri Public Service Commission. In 2013, RWC gained interest in finding a professional services company to GPS locate and map the water network they maintain, which includes nearly 70 miles of water main and distribution lines.

RWC selected SAM in September 2013 to accurately collect and map their waterline utilities into a GIS program. SAM established a multi-level control network prior to utilizing RTK survey-grade GPS methods to obtain sub-centimeter locations of water meters, hydrants, valves and hydrant valves within the project limits. SAM used their custom field inspection application to ensure that all data was collected consistently throughout the project. To ensure quality control on the collected data, SAM conducted a GPS redundancy check, re-locating 5% of the features shot in the initial data collection phase of the project.

- Water Distribution GIS Development
- RTK Survey-grade GPS Data Collection
- Sub-centimeter Accuracy of all Utility Features
- Aerial Photography Integration
- Web-based Integrity™ GIS Implementation

A geodatabase was created in Esri's ArcGIS Desktop 10.1 for the utility network data layers. GIS data from Jackson County, Missouri and aerial photography was integrated into the GIS program and all existing mapping records for the waterline infrastructure were referenced, including historical maps

and as-build records. Today, the RWC maintains an accurate digital mapping system of their waterline utility network and also manages their GIS data with Integrity, a web-based GIS solution built by SAM for viewing, editing and sharing GIS data in a secure, multi-user environment.

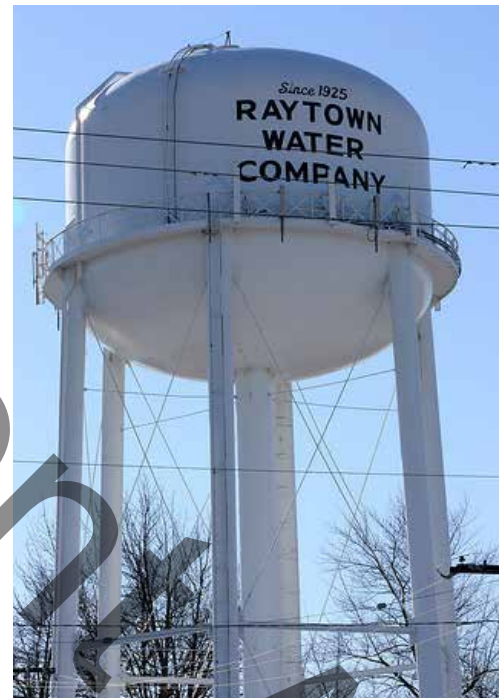
PROJECT CONTACT

Chiki Thompson

Corporate Liaison

cthompson@raytownwater.net

816.356.0333 ext. 103



OZARK, MISSOURI

POPULATION 19,905
2015-ONGOING



City of
Ozark MISSOURI
Bridging strong traditions with bright futures.

The City of Ozark, Missouri selected SAM in 2015 to GPS locate and map the city's water utility network. The community of nearly 20,000 residents desired an accurate GIS program of the city's utility infrastructure so that they could utilize the data for planning and maintenance activities. In 2015, SAM was selected to GPS map and inventory the city's water distribution system.

In 2016, SAM was selected by Ozark to GPS locate, inspect and map 213 sanitary sewer manholes. This data was integrated into the city's GIS program. That same year, SAM was asked to re-draw the GIS network for the city's storm water utilities. This clean-up project was completed by using GPS points previously acquired by Toth and Associates. SAM was able to successfully build a usable and comprehensive GIS network of the city's storm water system.

Ozark then awarded SAM, through qualifications-based selection (QBS), a three (3) year Master Agreement for GIS services in 2017. To date, under this agreement with the city, SAM has provided Real-Time Kinematic (RTK) survey-grade GPS field services for water system updates, additional sanitary sewer inventory and inspection and cemetery data collection. This technology results in centimeter-level accuracy (+/- 2 cm) when locating all features. Local electric infrastructure inventory has also been collected.

Along with RTK survey-grade technology, the professional field staff at SAM utilized a customized data collection field application developed by SAM to collect attribute data for water and sewer network features. This data includes date, ID number, installation year, inspector, valve size and condition (i.e. buried – y/n, exposed, lid missing, etc.)

SAM assisted Ozark in developing a cemetery geodatabase and provided field data collection and verification of the city's large old cemetery resources. As of the date of this proposal, SAM is currently working to complete sanitary sewer data collection for the city to insert into their GIS program.



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT



MAINTENANCE
& SUPPORT

PROJECT CONTACT

John McCart

GIS Coordinator

jmccart@ozarkmissouri.org

417.581.1702

- Utility Network GIS Development
- Utility GPS Mapping
- RTK Survey-grade GPS Data Collection
- Electric Utility Inventory
- Master Agreement
- Cemetery Geodatabase Development

Missouri References

Contact information for references is available upon request.

- Adair County Public Water Supply District No. 1
- Adair County, MO
- Adrian, MO
- Albany, MO
- Andrew County PWSD #1
- Andrew County, MO
- Associated Electric Cooperative, Inc.
- Atchison County Development Corporation
- Atchison County, MO
- Audrain County, MO
- Bates County, MO
- Belton, MO
- Benton County, MO
- Bethany, MO
- Bolivar, MO
- Brookfield, MO
- Buchanan County, MO
- Caldwell County, MO
- California, MO
- Camden County, MO
- Camdenton, MO
- Cameron, MO
- Carroll County, MO
- Carterville, MO
- Carthage Water & Electric Plant
- Cass County, MO
- Centralia, MO
- Chariton- Linn PWSD #3
- Chariton County, MO
- Chillicothe Municipal Utilities
- Chillicothe, MO
- Christian County, MO
- Cole County, MO
- Conception Abbey
- Cooper County, MO
- Dade County, MO
- Dallas County, MO
- Daviess County, MO
- DeKalb County, MO
- Douglas County, MO
- Farmington, MO
- Frontenac, MO
- Gentry County, MO
- Gladstone, MO
- Greene County Highway Dept.
- Greenfield, MO
- GRM Networks
- Grundy County, MO
- Harrison County, MO
- Henry County, MO
- Higginsville, MO
- Hillsboro, MO
- Holt County, MO
- Holt County, MO PWSD #1
- Howard County, MO
- Jackson County PWSD#2
- Johnson County, MO
- Joplin, MO
- Kaysinger Basin Regional Planning Commission
- Kearney, MO
- Kirksville, MO
- La Grange, MO
- Laclede County, MO
- Ladue, MO
- Lafayette County, MO
- Lake Ozark Fire Dept.
- Lawrence County, MO
- Lawson, MO
- Lincoln County, MO
- Linn County, MO
- Little Blue Valley Sewer District
- Livingston County, MO
- Macon County, MO
- Macon Municipal Utilities
- Malden, MO
- Marceline, MO
- Marion County, MO
- Marshfield, MO
- Maryville, MO
- Memphis, MO

Missouri References Continued

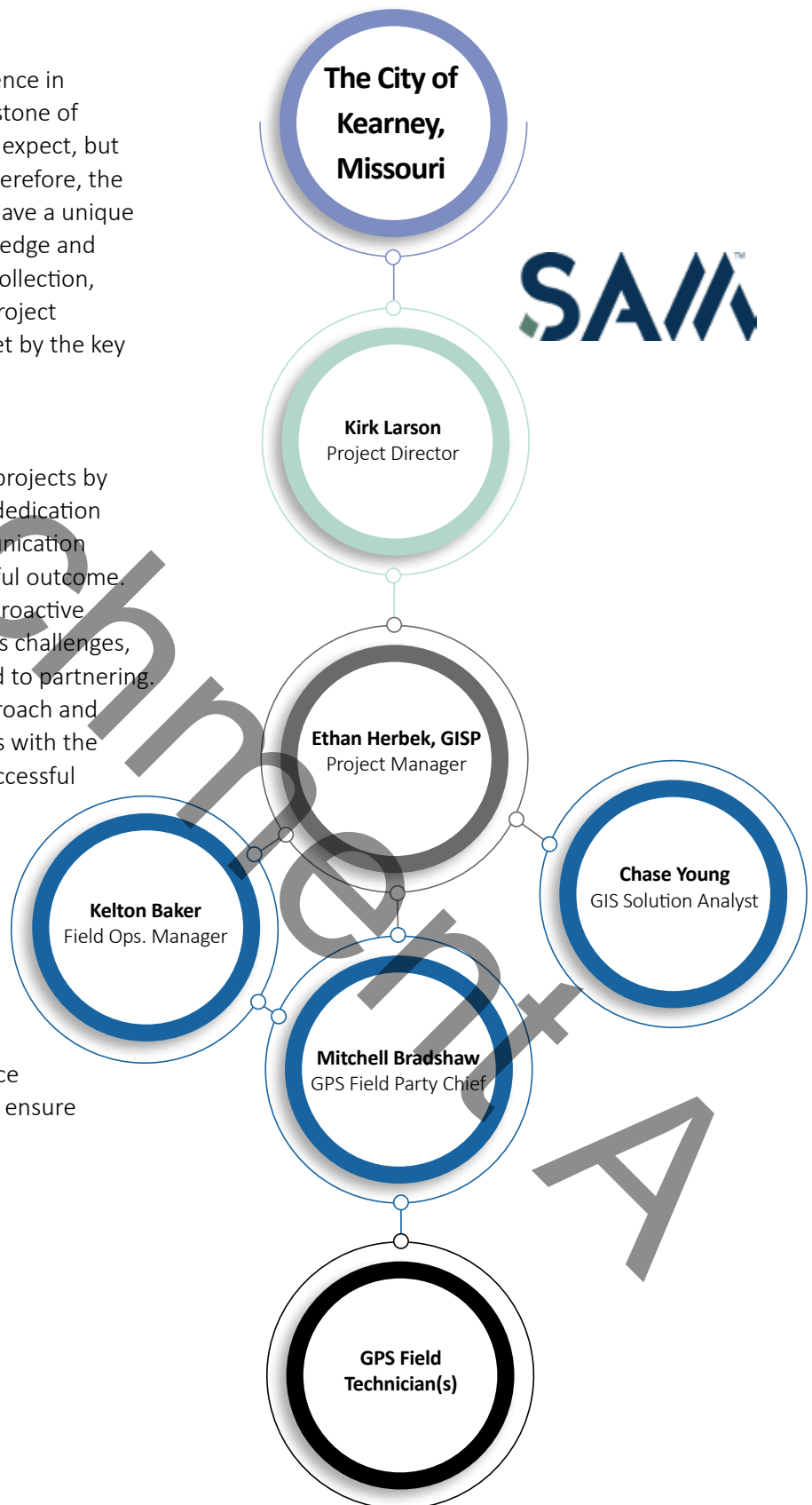
- Mexico, MO
- Miller County, MO
- Mississippi County, MO
- Missouri Dept. of Conservation
- Missouri Dept. of Transportation
- Moberly, MO
- Monett, MO
- Moniteau County, MO
- Montgomery County, MO
- Morgan County, MO
- Mound City, MO
- Neosho, MO
- New Madrid County, MO
- Newton County, MO
- Nixa, MO
- Nodaway County Ambulance District
- Nodaway County PWSD #1
- Nodaway County, MO
- North Kansas City, MO
- Northwest Missouri State University (NWMSU)
- Oak Grove, MO
- Olsson Associates
- Oregon County, MO
- Oronogo, MO
- Ozark County, MO
- Ozark, MO
- Perry, MO
- Phelps County, MO
- Plattsburg, MO
- Pleasant Hill, MO
- Polk County, MO
- Pulaski County, MO
- Putnam County, MO
- Ralls County, MO
- Ray County, MO
- Ray County, MO 911
- Raytown Water Company
- Raytown, MO
- Republic, MO
- Richmond, MO
- Ripley County, MO
- Saline County, MO
- Savannah, MO
- Scott County, MO
- Sedalia, MO
- Shelby County, MO
- Sikeston Municipal Utilities
- Sikeston, MO
- Springfield, MO
- St. Clair County, MO
- St. James Municipal Utilities
- St. Joseph, MO
- St. Joseph, MO- MPO
- Stanberry, MO
- Ste. Genevieve County, MO
- Stone County, MO
- Sullivan County, MO
- Tipton, MO
- Trenton, MO
- Troy, MO
- Unionville, MO
- Vandalia, MO
- Vernon County, MO
- Warren County, MO
- Warren County, MO Sheriff
- Warren Water District
- Warrensburg, MO
- Warrenton, MO
- Webb City, MO
- West Plains, Mo
- Worth County, MO

The “client-focused” approach and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands, a high level of service. Therefore, the proposed team members for this project have a unique combination of utility infrastructure knowledge and experience in project management, data collection, QA/QC procedures and GIS mapping. All project requirements and specifications will be met by the key personnel identified in this section.

PROJECT MANAGEMENT

The completion of hundreds of utility GIS projects by SAM across the country proves the firm’s dedication to information exchange and open communication throughout the project to reach a successful outcome. At the foundation of this approach is our proactive management philosophy, which anticipates challenges, revolves around listening and is committed to partnering. On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders to reach a successful outcome.

Project Manager, Ethan Herbek, will oversee all aspects of this data collection and GIS mapping project. This includes the kick-off meeting and geodatabase design, establishing cost controls and providing final deliverables and training. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that timelines and budgets are met.



Kirk Larson • Project Director

EXPERIENCE

- SAM: 18 years
- Professional: 30 years

EDUCATION

B.S. Geography, NWMSU -
Maryville, MO

PROJECT MANAGEMENT

- 200+ municipal & utility GPS projects
- Coordinates resources & project schedules
- Administers cost controls
- Serves as contract administrator

Kirk Larson is a Director of GIS Operations at SAM. Since 2005, Kirk has overseen the development and implementation of more than 200 municipal and utility GPS projects. His experience includes working in local government as a GIS Coordinator and in the private sector in various project management roles.

As Project Director, Kirk is responsible for working closely with various levels of client personnel and stakeholders to solidify the scope of work and contractual obligations. On a daily basis, Kirk assists with project management tasks and ensures that project staff, technical planning, project schedules, budgeting, client communication and quality control expectations are being met and/or exceeded.

Kirk's unique understanding and knowledge of utility asset management and GPS field collection positions him as an expert in those fields. To share his expertise and successful approach to similar projects, Kirk attends and presents at numerous industry events on an annual basis that focus on sustaining and growing municipalities and utility companies throughout the Country.

Ethan Herbek, GISP • Sr. Project Manager

EXPERIENCE

- SAM: 19 years
- Professional: 19 years

EDUCATION

B.S. Geography/GIS Minor,
NWMSU- Maryville, MO

CERTIFICATIONS

- GIS Professional (GISP) #71950
- National Association of Sewer Service Companies (NASSCO) – Completed Pipeline, Lateral and Manhole Assessment Certification Programs
- OSHA Certified in Occupational Safety and Health Training & Confined Spaces and Traffic Control for Field Engineering & Surveying

Ethan Herbek is experienced in GIS data development and GPS field data collection, serving in multiple management roles that include Municipal Project Supervisor, Field Supervisor, Utility GIS Specialist and Quality Control Manager. Ethan is capable of supervising and conducting all aspects of municipal GIS projects, from geodatabase design and GPS field data collection to GIS data integration and training.

On a daily basis, Ethan coordinates and manages GPS field personnel and GIS technicians. Ethan is also responsible for final geodatabase design to ensure that all aspects of GPS data and attribute collection are synchronized with the overall project plan. Ethan oversees and monitors all safety procedures and supervises day-to-day quality control during the GIS data creation portion of each data collection and asset inventory project.

As Sr. Project Manager, Ethan is responsible for the overall daily management of field data collection and GPS field personnel. Ethan ensures that all aspects of GPS data and attribute collection are synchronized with the overall project plan. He leads or attends all on-site project meetings, integrates new data within the existing geodatabase and ensures that any web services are updated as well.

Kelton Baker • Field Operations Lead**EXPERIENCE**

- SAM: 4 years
- Professional: 10 years

EDUCATION

B.S. GIS, NWMSU - Maryville, MO

TECHNICAL EXPERTISE

- GPS hardware and software knowledge and support
- Quality control / technical support

Mr. Baker serves as the Field Operations Lead for all feature data collection projects in SAM's GIS division. He has served in a variety of capacities, including cadastral mapping, map layout and design, data integration, utility data layer development, field operations management, and mobile mapping data acquisition. He is an expert in GPS hardware and software. Kelton has experience in high voltage transmission ROW mapping and power pole analysis and classification. Integrating acquired data through field collection and research, Kelton has experience in both digitizing and analysis of various utility data using ArcGIS applications and tools.

Prior to joining SAM, Mr. Baker served in the Missouri Air National Guard as an Aircraft Loadmaster. Mr. Baker performed duties to ensure the safe and efficient delivery of cargo and personnel to a wide variety of environments. Throughout every project, Mr. Baker is in constant communication with field crews to ensure all on-site operations are on schedule and running as expected.

Chase Young • GIS Solutions Architect**EXPERIENCE**

- SAM: 9 years
- Professional: 9 years

EDUCATION

B.S. GIS, NWMSU - Maryville, MO

TECHNICAL EXPERTISE

- GPS hardware and software knowledge and support
- Quality control / technical support protocols
- Geodatabase design / maintenance
- Esri ArcGIS Desktop and Pro

Chase Young serves as the GIS Solutions Architect on data development of secondary municipal layers and utility data. Chase has served in multiple capacities since joining SAM including GPS field technician, crew chief and Phase Manager. Chase is responsible for GIS mapping assets and utilities, data conversion and integration, quality control and quality assurance and provides technical support to clients on a daily basis.

Throughout every project, Chase works with the GIS Project Manager and GPS field staff to accurately map field collected data and attribute information into the city's GIS mapping program.

Mitchell Bradshaw • GPS Field Crew Chief**EXPERIENCE**

- SAM: 9 years
- Professional: 9 years

TECHNICAL EXPERTISE

- RTK survey-grade GPS- Sokkia GRX1 and GRX 2, Topcon HiPer SR
- Mapping-grade GPS – Trimble Geo7X and R2
- Carlson SurvCE & PC, Collector, ArcPAD

Mitchell Bradshaw has more than eight (8) years of GPS field data collection and utility inspection experience with SAM. His knowledge in GPS data collection procedures and quality control measures ensures accuracy and efficiency on every project. As GPS Field Crew Chief, Mitchell trains all GPS Field Technicians in utilizing RTK survey-grade and mapping-grade GPS equipment. He is knowledgeable at identifying key components of all utility networks. Knowing critical asset types is essential in developing a clean and accurate geodatabase.

Mitchell will lead a GPS field crew to collect utility infrastructure data for the project. He will oversee data collection and inspections and field check all collected data prior to processing that information in the office. Mitchell will maintain communication with city staff when providing on-site GPS and GIS services.

Project Kick-off

SAM will provide an on-site kick-off meeting and geodatabase design workshop with the City of Kearney to start the project. The kick-off meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project.

The following important topics will be discussed and determined at the kick-off meeting:



COLLECT EXISTING DATA

SAM will acquire copies of existing and available mapping records, such as relevant GIS data, AutoCAD drawings, hard-copy utility maps, as-built information and historical utility drawings for use as reference during the project. All hard-copy maps will be scanned and returned to the city in a timely manner.

SAFETY AND PROCEDURES

SAM will review safety and field procedures during the kick-off meeting to ensure the safety of field staff, city staff and the citizens of Kearney throughout the data collection phase of the project. SAM follows a strict safety and procedures manual and requires all SAM employees to attend internal quarterly safety meetings to review procedures and concerns.



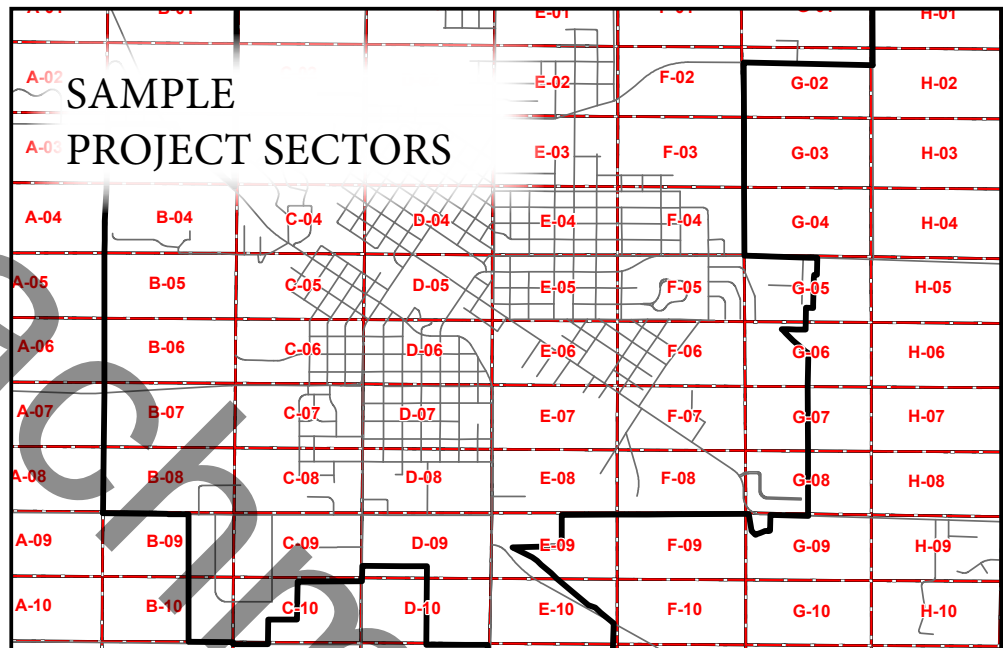
At all times, field staff will be wearing the required Class II traffic safety vests and all field vehicles will be clearly marked with company information and have the required safety lights for operation while in public right-of-way. GPS field personnel have acquired OSHA training and certification for "Traffic Control for Field Engineering & Surveyors" and "Confined Spaces". Proper traffic control signage will be utilized when necessary while operating in public right-of-way. If required, due to traffic concerns, SAM will operate during non-peak hours to obtain field locates and inspections. If SAM staff has concerns about their safety, the appropriate city staff or local law enforcement will be contacted.

PROJECT TIMELINE AND MILESTONES

SAM will review and discuss the anticipated project timeline and milestones with the City of Kearney during the kick-off meeting. Any level of responsibility required of the city (i.e. providing existing data, pre-locating utilities, etc.) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city will be discussed during the kick-off meeting.

WORK SECTOR DEFINITION

SAM will work with city staff to define a grid and identify work sectors for the entire project area. The creation of these work sectors serves two very distinct and important roles during the project. First, the project sectors will be utilized by SAM field staff as a quality control measure. Field staff will work within each sector and complete all locates and inspections required prior to moving on to the next sector. This allows for an efficient method of data collection and translates into cost savings and overall project quality.



Another benefit of working within project sectors is to provide city staff with an effective method to track progress and know exactly what part of the city SAM field staff is working in. The work sectors also facilitate preplanning during morning meetings for traffic control, city staff assistance and project reports to Kearney.

PUBLIC NOTIFICATION

SAM will work with city staff to ensure proper citizen notification. It has been our experience on similar projects that informing citizens about the field work will help to alleviate any concerns local residents may have. Notifications at City Hall, utility billing offices and the local newspaper or public access channel (if available) is highly recommended. SAM field staff will carry an informational letter on letterhead from the City of Kearney describing the project and the proper contact information in the event there are concerns from the public. It is also recommended that local law enforcement be notified about the project and that SAM field staff will be working in the area.

GEODATABASE DESIGN WORKSHOP

The most critical aspect of developing a functional GIS program is the development of the geodatabase. A geodatabase is a logical single-file format for organizing spatial data and corresponding datasets.

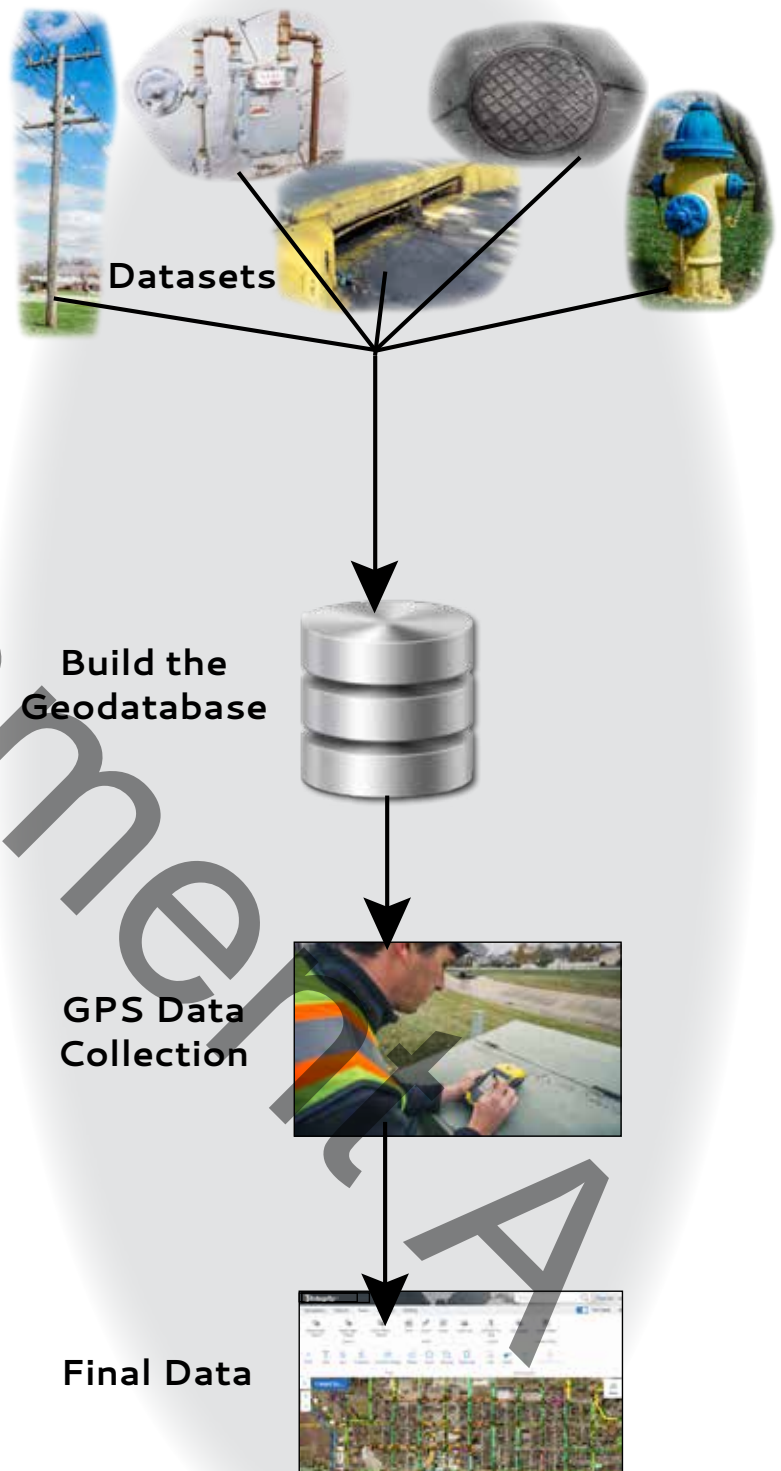
When creating the overall design of the geodatabase for Kearney, SAM will take into consideration the best model and structure to meet the needs of the city. The geodatabase will also be based on previous models from SAM, the published Esri utility model and future GIS needs, as identified by Kearney. Developing an accurate and functional geodatabase will enable users to:

- Store all GIS-related data in a centralized location
- Apply rules and relationships to the data
- Create a consistent and accurate spatial database
- Define relationship classes
- Define topological enforcement rules
- Ensure multi-user access and editing capabilities

Custom domains (pre-defined menus) will be built for each layer during the geodatabase design. These domains will be added to the custom field inspection application from SAM to ensure that field staff will collect clean and consistent data throughout the utility project. These domains will also be utilized by city staff for future management of the geodatabase to help simplify the editing and data management processes.

The upfront design process by SAM enables field personnel to collect data in a rule-based environment. This minimizes field coding errors by predefining attribute tables used in the field and maintains consistency in the data collection process.

Geodatabase Design



GPS Data Collection

SAM routinely utilizes Real-Time Kinematic (RTK) survey-grade and mapping-grade GPS technologies to locate utility infrastructure. RTK survey-grade technology is utilized for locating utility assets associated with sanitary sewer, storm water, gas and water features, resulting in centimeter-level accuracy (+/- 2 centimeters) and accurate elevations for sanitary sewer and storm water. Mapping-grade GPS equipment is utilized for locating electric and fiber utility infrastructure and provides decimeter-level accuracy (+/- 4 inches).



For this project, SAM will utilize RTK survey-grade GPS methods to locate the city's sanitary sewer and storm water utility networks contained in the defined project limits. GPS surveys will be referenced to the Missouri State Plane Coordinate System to allow for direct insertion into the GIS program developed for Kearney. Horizontal (x,y) and vertical (z) coordinates will be obtained in the field for all utility features. Captured features through GPS surveys will include all features designated by Kearney during the planning phase of the project.

After thorough investigation by SAM field staff, a report containing all utility features to be located that were not found, or determined to be inaccessible, will be submitted to the City of Kearney. SAM will work with city staff to locate utility features during the clean-up phase of the project. This will allow SAM to collect features in a quicker and more efficient manner, translating into cost savings for Kearney and minimizing the impact on city staff.

DATA CONSISTENCY

SAM will employ our customized data collection field application that has been successfully used on other similar projects. All field data will be predefined for field staff to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS controller unit to allow for quick and easy identification and navigation of the utility features.

DATA SECURITY & BACK UP

SAM will download and process the GPS field data for insertion into the project geodatabase. All data will be downloaded, transferred and backed up nightly via the internet to the SAM GIS office in Maryville, MO.

Every safeguard has been implemented to ensure that hardware or software failure does not interfere or risk our accurate data collection efforts in the field.

GPS REDUNDANCY CHECK

SAM will GPS locate five (5) percent of the features previously shot during the project. This process is part of the SAM standard field protocol and will be employed during the Kearney project. SAM will compile and process the results against the original dataset and verify the required accuracy tolerance is being met.





Sanitary Sewer Network GPS Field Data Collection

SAM will GPS locate the features associated with the city's sanitary sewer system. Typical features that are collected during this phase of the project include:

- Manholes
- Lift stations
- Force main valves
- Lamp holes (if present)
- Pre-located force main locations



In the event that Kearney is unable to identify the approximate location of the force main, as-built drawings will be utilized to retrace the location of the force main line. If the city's staff is unable to locate portions of the gravity main system during the cleanup phase, SAM will COGO as-built drawings into the GIS. This data will be loaded into the GPS controller and will be used to navigate to the approximate locations of the lost or buried manholes.

DATA COLLECTION SPECIFICATIONS:

- For consistency purposes, the north rim of the manhole will be located during the project.
- SAM will mark each manhole with survey marking paint after each manhole has been identified.
- Manholes that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods (total station or level rod). All data will be coded as to the method of collection utilized.



How important is accurate GIS data for sanitary sewer?

The US received a **D+** overall for Sanitary Sewer Infrastructure according to the **American Society of Civil Engineers (ASCE)** Report Card for US in 2021.

56 million more people are expected to be added to a public sanitary sewer system by 2032 in the US – an increase of 23%.

There are over **800,000 miles** of public sewer lines in the US whose aging makes them more susceptible to structural failure, blockages and overflows.

The Environmental Protection Agency estimates that up to **75,000 sanitary sewer overflow** events occur in the US each year.

The ASCE recommends an asset management system for all utility networks.

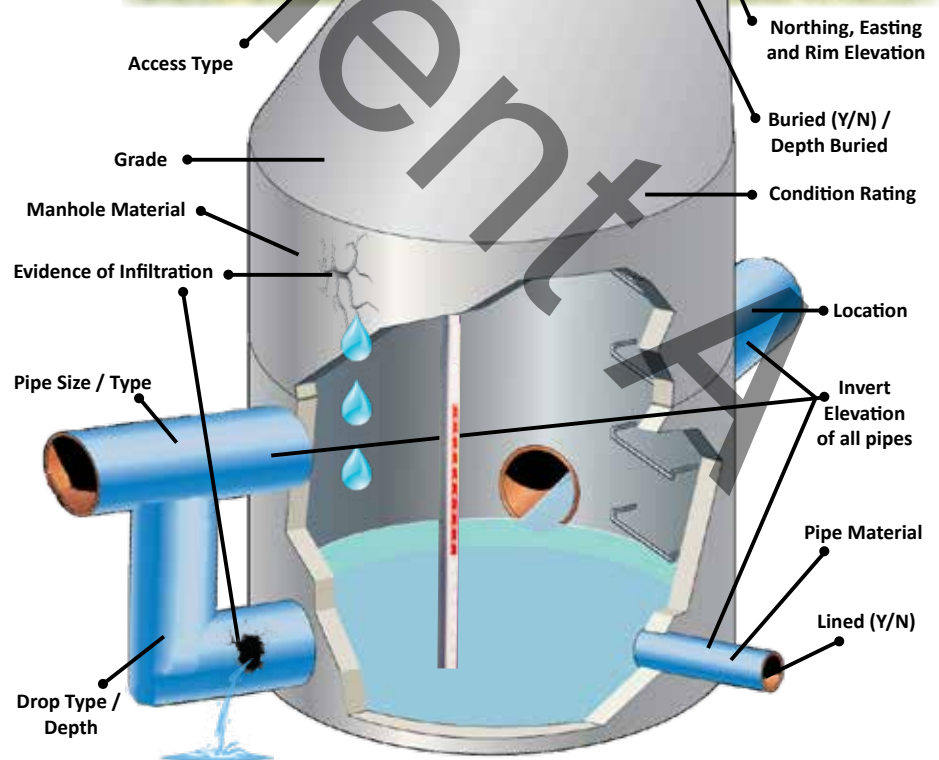
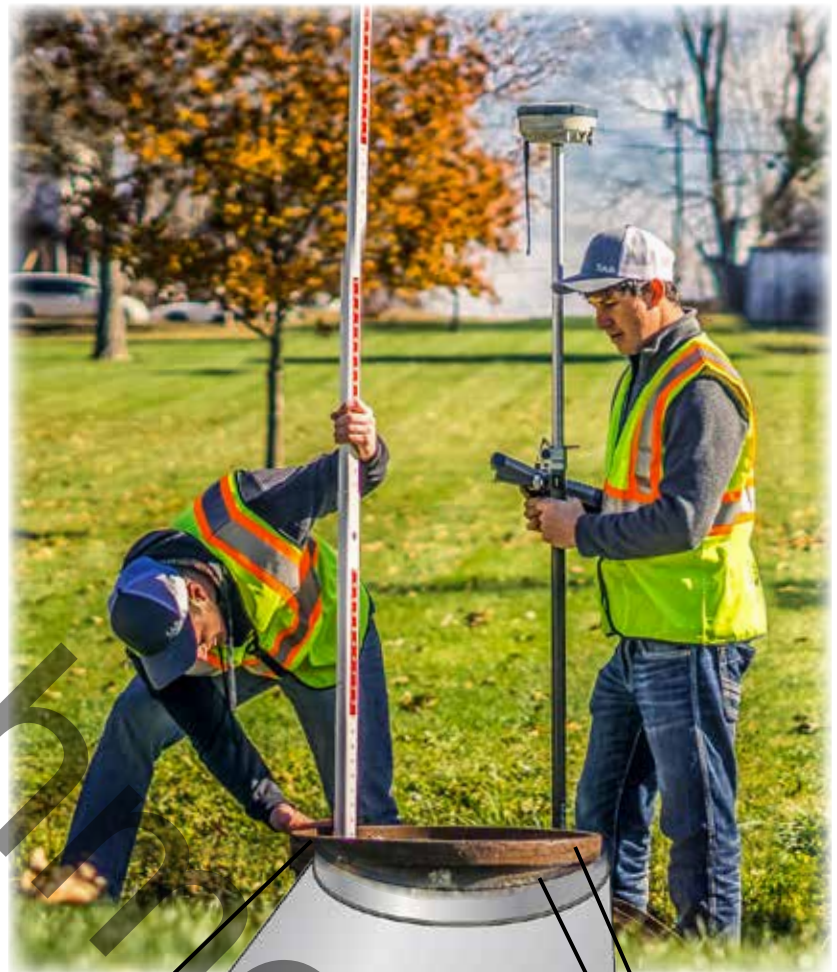
SANITARY SEWER FIELD ATTRIBUTE COLLECTION

SAM will perform top-side manhole field inspections to collect manhole attribute data during this phase of the project. Manholes will be opened, inspected and attribute data collected. Any manholes that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified manholes.

Utilizing traditional survey measurement methods, SAM will obtain invert elevations for all incoming and outgoing mainlines, manhole depth and pipe size. This information will be collected by measuring down from the north rim location where the GPS elevation was acquired. Flow direction will be noted during the field inspection process. If during the inspection process SAM discovers any manholes that need immediate attention (back-ups, cave-ins, major obstructions or overflows), the appropriate staff will be immediately contacted.

All field data will be predefined during the kick-off meeting to ensure accurate and consistent attribute collection. Field staff will run the custom application on the GPS data collector to allow for quick and easy identification and navigation of the manholes.

SAM staff are certified with the National Association of Sewer Service Companies (NASSCO), having completed Pipeline (PACP), Lateral (LACP) and Manhole (MACP) Assessment Certification Programs.



Storm Water Network GPS Data Collection

Horizontal (x,y) coordinates and vertical (z) elevations will be obtained in the field for the storm water facilities. Aboveground utility features will be collected at sub-centimeter horizontal and vertical accuracies.

STORM WATER STRUCTURES TO BE LOCATED:

- Manholes
- Junction Boxes
- Inlets
- Outfalls

Inlets that are inaccessible by GPS due to tree cover or satellite visibility will be noted and shot utilizing traditional survey methods. All data will be coded in reference to method of collection.

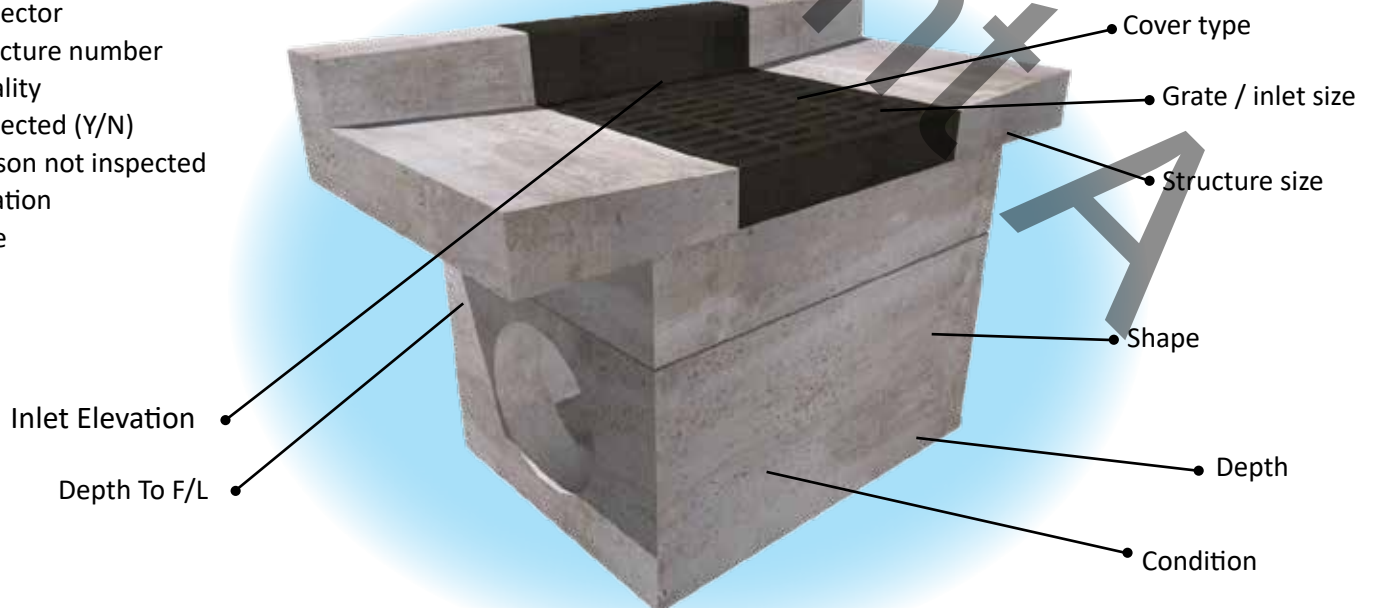
STORM WATER FIELD ATTRIBUTE COLLECTION

SAM will collect the storm water attribute data during this phase of the project. Any storm water structures that require further assistance in opening or gathering attribute data will be noted and SAM will work with city staff to gain access to the identified storm water structures.

The storm water features to be collected will be defined in preliminary meetings with the city. Storm water features will be opened, inspected and attribute data will be collected. Attribute features to be collected will correlate with the required attribute fields to allow for seamless integration with the Esri ArcGIS software.

STORM WATER ATTRIBUTES TO BE COLLECTED INCLUDE:

- Date
- Inspector
- Structure number
- Locality
- Inspected (Y/N)
- Reason not inspected
- Location
- Type



GIS Development

An essential step in the process of implementing a utility GIS program is integrating field data into a GIS mapping program and properly drawing the utility system to show network connectivity and a high-level overview of the city's infrastructure. SAM specializes in this "field to finish" approach for utility network development.

MAP AND DATA DEVELOPMENT

Sanitary sewer and storm water line segments will be created utilizing custom, in-house editing tools developed by the SAM development team. These tools will incorporate inspection data collected by field staff and will auto-generate sanitary sewer and storm water line segments illustrating flow direction, slope and exact length measurements. Quality assurance warnings have been built into these tools to verify positive slopes and to check for inconsistencies with pipe material and diameter.

The completion of all data collected and mapped by SAM personnel will not be final until approved by the City of Kearney. The QA/QC process listed in the Statement of Qualifications will provide appropriate communication and collaboration between the city and SAM to achieve accurate finalized data that the city can rely on.

Deliverables

After the staff at the City of Kearney has reviewed and approved all GPS located and attributed data, SAM will present a full set of deliverables to the city. All collected and mapped sanitary sewer and storm water data will be uploaded into the city's geodatabase and also integrated into the city's Integrity GIS website. The following deliverables will be provided:

- Esri ArcGIS Geodatabase containing datasets for sanitary sewer and storm water utility features.
- Esri map documents (.mxd)
 - 11x17 truck book map documents (for each utility)
 - 36x36 100-scale map documents (for each utility)
- Two (2) sets of bound 11x17 truck books (for each utility)
- One (1) full system wall map (for each utility)

Fee Schedule

GPS DATA COLLECTION & GIS DEVELOPMENT

Sanitary Sewer Utility Network

\$104,100.00

**Fees are based on the number of estimated utility features as provided to SAM by the City of Kearney.*

Storm Water Utility Network

\$60.00 / Structure

**SAM recommends a budget of \$132,000.00- this is based upon 2,200 structures.*

RESOLUTION NO. 06 -2023

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH LAMP RYNEARSON, INC. TO COMPLETE AN ANTIDEGRADATION REVIEW FOR THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$71,500.

WHEREAS, the City of Kearney submitted a facility plan to Missouri Department of Natural Resources (MDNR) in July 2012 titled “Facility Plan on Wastewater Treatment Plant, Phase 1 – Clarifiers, Phase 2 – WWTP Expansion to 2.5MGD for Kearney, Missouri”; and

WHEREAS, MDNR only reviewed and approved Phase 1 of the Facility Plan, noting that when the city was ready to implement Phase 2, Kearney must apply for an Antidegradation Determination and resubmit the facility plan; and

WHEREAS, community growth and increasing flows to the wastewater treatment plant require the city to begin planning for a plant expansion; and

WHEREAS, funds for this study are appropriated in the fiscal year 2024 budget, approved by the Board of Aldermen on February 21, 2023, in the Sewer Capital Improvement Fund (Fund 025).

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

Section 1. The City Administrator of the City of Kearney is authorized to sign an agreement with Lamp Rynearson, Inc. for an antidegradation review for the wastewater treatment plant in an amount not to exceed **\$71,500**.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF MARCH 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

CLIENT: City of Kearney, Missouri

JOB NUMBER: _____

PROJECT DESCRIPTION: Antidegradation Review Wastewater Treatment Plant

DATE ISSUED: December 7, 2022

LOCATION OF PROJECT: Kearney, Missouri

PROJECT TITLE: Antidegradation Review Wastewater Treatment Plant

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: _____ STARTING DATE: EST. _____ COMPL. DATE: _____
(Attached additional page(s) or detailed Letter Proposal, if this space is too limited.)

Provide professional engineering services to complete the state required Antidegradation Review for future expansion of the City's Wastewater Treatment Plant. (See Attached Scope and Fee Estimate).

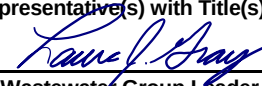
Total Cost of Services \$71,500.

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

- ☐ % of Construction Contracts
☐ % of Construction By Phase
☐ Special _____
☒ Lump Sum \$ 71,500.00
- ☐ Cost + _____ % + Expense \$ _____
☐ Hourly Rates Up to a Maximum + Expenses \$ _____
☐ Cost plus fixed fee \$ _____
☐ Other \$ _____

SIGNATURES:

- ☐ Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)
 12/7/2022
Wastewater Group Leader Date
- ☐ Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

- ☐ CLIENT
☐ LAMP RYNEARSON
☐ OTHER _____
☐ OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P | 816.361.0440
www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Rynearson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Rynearson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Rynearson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Rynearson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Rynearson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Rynearson. In addition, Lamp Rynearson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Rynearson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Rynearson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Rynearson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Rynearson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Rynearson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Rynearson's final invoice, pay Lamp Rynearson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Rynearson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Rynearson and are in no way contingent upon the Client obtaining funding. Lamp Rynearson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Rynearson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Rynearson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Rynearson is prohibited and Client shall indemnify and hold harmless Lamp Rynearson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Rynearson to further compensation at rates to be agreed upon by Client and Lamp Rynearson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Rynearson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Rynearson's qualifications and experience. Lamp Rynearson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Rynearson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Rynearson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Rynearson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Rynearson's own alleged negligence.

If the Client requests in writing that Lamp Rynearson provide any specific construction phase services and if Lamp Rynearson agrees in writing to provide such services, then Lamp Rynearson shall be compensated as Additional Services, per Lamp Rynearson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Rynearson, nor the presence of Lamp Rynearson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Rynearson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Rynearson and Lamp Rynearson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Rynearson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Rynearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Rynearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Rynearson's services, Lamp Rynearson may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms. Lamp Rynearson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Rynearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Missouri.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.

Background

The City of Kearney, Missouri, submitted a Facility Plan to Missouri Department of Natural Resources (MDNR) in July 2012 titled “Facility Plan on Wastewater Treatment Plant, Phase 1 – Clarifiers, Phase 2 – WWTP Expansion to 2.5 MGD for Kearney, Missouri.” MDNR only reviewed and approved Phase 1 of the Facility Plan. MDNR noted in a comment review letter dated August 24, 2012, that when the City was ready to implement Phase 2, they must “apply for an Antidegradation Determination, resubmit the facility plan, both of these must be approved prior to submitting a construction permit and plans and specifications.” Community growth and increasing flows to the WWTP require the City to begin planning for a plant expansion.

The Kearney WWTP discharges to the Fishing River downstream of State Highway 33, in Clay County. The Fishing River is a class P stream that maintains permanent flows even during drought periods and is listed in 10 CSR 20-7 Table H. Based upon review of the documents and discussion with MDNR, the Fishing River will meet the requirements of a Tier 2 water as it is not on the states 303(d) list, is not listed on EPAs TMDL list, and is not an outstanding national or state resource water. Class P streams allow for a mixing stream to be considered in evaluating pollutants of concern (POC).

MDNR Antidegradation Process

“Missouri Antidegradation Implementation Procedure”, dated July 13, 2016 is the current approved guidance document for completing the study and evaluation. The state has updated the guidance document, titled “Missouri Antidegradation Implementation Methods” dated April 2021, and put this out for public notice, however, it has not replaced the 2016 document yet. The Engineer will coordinate with the state and ask if items in the Methods should be incorporated. At this time the documents utilized will include:

1. *Missouri Antidegradation Implementation Procedure (AIP)*, dated July 13, 2016 (online at <https://dnr.mo.gov/document-search/missouri-antidegradation-implementation-procedure>).
2. Review Request forms (available at <https://dnr.mo.gov/water/business-industry-other-entities/permits-certification-engineering-fees/wastewater/construction-engineering/antidegradation>).

Kearney Antidegradation Tasks

The following major tasks will be completed:

1. Project management services: Kickoff meetings, coordination with MDNR and the City, review meetings, invoicing & resource management, and QAQC.
2. Review available data: Previous facility plan, 5-years monitoring data including plant influent flow to confirm the design values in the 2012 facility plan and possibly update influent design parameters, research USGS for existing stream information, MDNR documents, along with other available data).

3. Confirm recommended plant expansion size: The 2012 Facility Plan Phase 2 design was to 2.5 million gallons per day (MGD). Lamp Ryneerson's recent water report showed potential for peak water demands higher than 2.5 MGD. First step of this process will be to evaluate 5 years of monitoring data, including flow data, current population and population/growth projections, to confirm or modify the previous Facility Plan recommended 2.5 MGD 20-year plant capacity.
4. Perform Antidegradation Review. Anticipated to be based on initial information that a Tier 2 Minimal Degradation analysis will be completed. Layouts and project costs will be included, as appropriate, for Alternatives that are increasingly less degrading. Required Alternatives by the state include no discharge and connecting to a regional facility. Although these are not practical, they are required to be included.
5. Geohydrological and Natural Heritage Review requests submitted.
6. Perform required affordability analysis and social economic importance analysis for the preferred alternative.
7. Prepare report, submit draft to City for review, meet with City to discuss and revise per comments, if necessary.
8. Prepare presentation, send to City for review, present to Board of Aldermen.

The scope of services does not include water quality testing or MDNR application fees.



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

ANTIDEGRADATION STUDY
KEARNEY, MO
12/7/2022

Proj. No.:
By: Laura Gray

Classification:	Group Leader	Project Manager	Engineer / Designer	Engineer / Designer	Project Admin.	Subtotal of hrs. per item	Subtotal of fee per item
Associate:	Gray	Kendall	Zebold	Morrow	Nichols		
Hourly Rate:	\$260.00	\$222.00	\$144.00	\$135.00	\$107.00		

Antidegradation Study & Report							
Project Management Services	4	16	8			28	\$5,744.00
MDNR Meetings & Communications	2	4	4			10	\$1,984.00
Existing Data Review & Expansion Capacity Recommended		4	12			16	\$2,616.00
DMR data calculations, confirm Design Values		4	8			12	\$2,040.00
Tier 2 Alternatives Evaluation	4	32	120			156	\$25,424.00
Geohydrological & Natural Heritage Review requests (required per MDNR)		1	4			5	\$798.00
Affordability Analysis & Social Economic Importance of Preferred Alternative		8	40			48	\$7,536.00
Report preparation, QAQC, edits per City Comments.	8	24	40	16	20	108	\$17,468.00
Prepare presentation & present to BOA	1	6	8		2	17	\$2,958.00
Preparation Antidegradation submittal forms and submit		1	2		4	7	\$938.00
Subtotal of hours per associate	19	100	246	16	26	407	
Subtotal of fee per associate	\$4,940.00	\$22,200.00	\$35,424.00	\$2,160.00	\$2,782.00		
					Labor		\$67,506.00
Fee excludes water quality sampling that could be requested (but it not anticipated) if the April 2021 Antidegradation Methods document is enacted.					Reimbursable Expenses	1%	\$675.06
Fee based on 2016 Antidegradation Guidance.					Contingency	5%	\$3,375.30
Fee excludes Antidegradation review fee, currently \$500.					Task Total		\$71,556.36

Summary							
Total Of Hours Per Associate	19	100	246	16	26	407	
Total Of Fee Per Associate	\$4,940.00	\$22,200.00	\$35,424.00	\$2,160.00	\$2,782.00		
					Labor		\$67,506.00
					Reimbursable Expenses	1.00%	\$675.06
					Contingency	5.00%	\$3,375.30
					Task Total		\$71,556.36

RESOLUTION NO. 07 -2023

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH LAMP RYNEARSON, INC. TO COMPLETE WASTEWATER COLLECTION SYSTEM MODELING IN AN AMOUNT NOT TO EXCEED \$175,000.

WHEREAS, a wastewater collection system master plan will provide important information concerning the capacity of Kearney's sanitary sewers; and

WHEREAS, modeling will provide the city with a tool for evaluating and maintaining the city's wastewater collection system to identify deficiencies and ensure that maintenance and capital improvements to the system are adequately prioritized; and

WHEREAS, Lamp Rynearson currently provides and has provided exemplary services for the City of Kearney in the field of sanitary sewer design since prior to 2013, as Larkin & Associates; and

WHEREAS, funds for this modeling are appropriated in the fiscal year 2024 budget, approved by the Board of Aldermen on February 21, 2023, in the Sewer Capital Improvement Fund (Fund 025).

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

Section 1. The City Administrator of the City of Kearney is authorized to sign an agreement with Lamp Rynearson, Inc. for wastewater collection modeling in an amount not to exceed **\$175,000**.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF MARCH 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Kearney (Owner) and Lamp Rynearson, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Wastewater Collection System Modeling (Project). Engineer's services under this Agreement (Services), and the terms and conditions of those services are identified in the attached Exhibit A. Conflicts between this agreement document and Exhibit A will be resolved in favor of Exhibit A.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the time period(s) listed in the attached Exhibit A.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Engineer's fees are based on a charge rate schedule that is updated on approximately April 1st of each year.

- C. This Agreement is valid if acceptance of the Agreement and work authorization for Engineer's services are both received within ninety (90) days from the date of this Agreement. After this deadline, Engineer's scope of services and fees may be re-evaluated.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 60 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) computed from the thirtieth day after the date of the Engineer's invoice; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.0**.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$175,000.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses:
None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: Compensation for services outside the scope of the Agreement will be via a negotiated amount

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
 - I. Limitation of Liability: To the fullest extent permitted by law, Owner agrees that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - L. This Agreement is to be governed by the laws of the state or jurisdiction in which the Project is located.
 - M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Exhibit A, Engineer's Scope of Services and fee estimate.

This Agreement's Effective Date is _____.

Owner:

City of Kearney, Missouri

(name of organization)

By: _____

(authorized individual's signature)

Date: _____

(date signed)

Name: Sheila Ernzen

(typed or printed)

Title: City Administrator

(typed or printed)

Address for giving notices:

City of Kearney

100 E. Washington St.

Kearney, MO 64060

Designated Representative:

Name: Sheila Ernzen

(typed or printed)

Title: City Administrator

(typed or printed)

Address:

City of Kearney

100 E. Washington St.

Kearney, MO 64060

Phone: 816-628-4142

Email: sernzen@kearney.mo.us

Engineer:

Lamp Ryneearson, Inc.

(name of organization)

By: _____

(authorized individual's signature)

Date: March 1, 2023

(date signed)

Name: Terry Atkins

(typed or printed)

Title: Chief Operating Officer

(typed or printed)

Address for giving notices:

Lamp Ryneearson, Inc.

14710 W Dodge Road, Suite 100

Omaha, Nebraska 68154

Designated Representative:

Name: Laura Gray

(typed or printed)

Title: Wastewater Group Leader

(typed or printed)

Address:

Lamp Ryneearson, Inc.

9100 State Line Road, Suite 200

Kansas City, MO 64114

Phone: 816-361-0440

Email: Laura.Gray@LampRyneearson.com

EXHIBIT A

Engineer's Services

Engineer shall provide Basic and Additional Services as set forth below and in accordance with the schedule included at the end of this Exhibit A.

GENERAL DESCRIPTION

The Engineer shall provide services to model the City's Wastewater Collection System (10-inch and larger sanitary sewer pipes). The goal of the study is to identify areas within the Collection System with highest inflow and infiltration (I/I). The study will be summarized in a technical memorandum with recommendations for next steps, that are anticipated to be sewer system evaluation surveys of areas identified with higher I/I and preparation of rehabilitation projects to reduce I/I into the collection system.

Engineering services shall be provided as described below:

BASIC SERVICES

Task 1 - Project Management & Meetings

Task 1.1 — Project Administration

Project Management (PM) services include general project administration duties including review of project costs and billings, subcontractor invoicing & coordination, staff assignments, and client communications. PM services are budgeted for an eight-month project schedule.

Task 1.2 — Kickoff Meeting and Data Request

A kickoff meeting will be held with City staff. The Engineer will meet with City staff to review the available data including all maps, collection system maps, as-builts, any past and/or planned collection system related capital improvement projects (CIP) or repairs to the system. Note the existing map is not in GIS and is an older map from a previous study. Areas with reported sewer backups or SSO's (that have not been corrected by the City). Major pump station run time and pump data shall also be collected along with plant flow data. Future growth areas to be identified by the City for modeling future flow estimates. Communication protocol with contact for City and Engineer identified.

Task 1.3 - Project Meetings

The Project Manager and key staff shall attend up to 4 progress meetings (3 virtual and one in the City) as required to report status and discuss findings and recommendations with the City. After kick-off meeting, no meetings are anticipated during flow

monitoring. Virtual meetings approximately monthly after data is received and engineering started. Draft technical memorandum will be submitted to and a review meeting held at the City.

Task 2 — Flow and Rainfall Monitoring and Analysis

Engineer shall perform the following flow and rainfall monitoring analysis services.

Task 2.1 — Flow Monitoring Site Determination

1. Identify recommended locations for temporary flow and rainfall monitoring and map locations on existing map.
2. Site visit for manhole inspections of identified flow metering manhole locations to determine suitability for metering. Estimate based on 15 manhole inspections to confirm 6 sites for flow meters.

Task 2.2 – Flow & Rainfall Monitoring

1. Subconsultant to install and maintain throughout the monitoring period 6 flow meters and 2 rain gauges. The flow and rainfall monitoring period is budgeted to last 90-days starting around April 1st.
2. Engineer will check the online access weekly and coordinate with subconsultant if there are obvious questions or concerns about the data.

Task 2.3 – Flow and Rainfall Data Analysis & Sewer Modeling

1. Flow and rainfall data analysis to determine average daily flow, peak flow, I/I, etc.
2. Review main lift station flow data for input into sewer model. Draw down tests for the 3 main lift stations.
3. After receipt of the SAM sanitary sewer GIS product, create model of existing collections system for all sewer lines 10-inches in diameter and larger, approximately 65,000 Linear Feet (LF) in total length to identify capacity issues and identify areas with excessive I/I.
4. Determine flow projections from a 5-year storm intensity event. Estimates of wet weather flow will be developed for the major watersheds served by the existing wastewater collection system under current conditions for the 5-year storm intensity. Future flow projections of future identified development areas.
5. If field survey is deemed necessary to produce an accurate model, Engineer will make recommendations to the City and request authorization for optional services which may include topographic survey and manhole scanning to more get accurate pipe

invert elevation data. These optional services will be provided, with written authorization of the City, at hourly rates plus expenses.

6. Evaluate capacity of the system with base flow.
7. Evaluate capacity of the system with 5-year storm event flow.
8. Identify sanitary sewer line segments that may have capacity issues and manholes that may potentially be over-topped during the projected 5-year storm event. Line segments and manholes will be identified and shown on the City's collection system map.
9. Technical memorandum summarizing findings and identifying areas for additional field investigations will be provided.

SCHEDULE FOR RENDERING SERVICES

Services are anticipated to be completed within 9 months after notice to proceed if received before April 2023 for flow metering to be installed early in April 2023. Schedule is also dependent upon receipt of City's GIS mapping, completed by others, by June 2023, for use by Engineer for Task 2.3.

OPTIONAL SERVICES

Any work requested by the City that is not specifically stated in the Basic Scope of Services will be classified as Optional Services. Optional Services will include, but are not limited to:

- A. Topographical survey or field checks to fill data gaps and/or provide more accurate information than City GIS.
- B. Manhole Inspection Services beyond those included in Basic Services.
- C. Lift Station draw down test beyond the number in basic services.
- D. Field Survey Services
- E. Smoke Testing Services
- F. Sewer Cleaning and Closed-Circuit Television (CCTV) Services
- G. Additional project sites, sewer lines, and/or manholes beyond the quantification in the Base Scope of Services.
- H. Appearances at public hearings or before boards beyond those included in the Basic Scope of Services.
- I. Field investigations, geotechnical investigations, groundwater level monitoring, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the City beyond those included in the Basic Scope of Services and any established allowances.
- J. Easement or right-of-way acquisition services including appraisal and/or acquisition of easements.

- K. Changes in the general scope, extent, design, or character of the project, including, but not limited to:
 - 1. Changes in size or complexity.
 - 2. City's project schedule.
 - 3. Method of financing or availability of funding.
- L. Preliminary and Final Design Services
- M. EnvisionTM accreditation viability and identification of applicable credits.



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

Wastewater Collection System Modeling
Kearney, MO
2/28/2023

Proj. No.:
By: Laura Gray

Classification:	Group Leader	Project Manager	Engineer / Designer	Project Administrator		
Associate:	Gray	Conard	Le	Nichols	Subtotal of hrs per item	Subtotal of fee per item
Hourly Rate:	\$265.00	\$188.00	\$130.00	\$110.00		

Task 1 Project Management & Meetings							
Task 1.1 Project Administration	16	48			64	\$13,264	
Task 1.2 Kickoff Meeting	4	6	8		18	\$3,228	
Task 1.3 Progress Meetings	4	9	9		22	\$3,922	
Subtotal of hours per associate	24	63	17	0	104		
Subtotal of fee per associate	\$6,360.00	\$11,844.00	\$2,210.00	\$0.00			
					Labor		\$20,414
					Reimbursable Expenses	5.00%	\$1,021
					Contingency	10.00%	\$2,041
					Task 1 Total		\$23,476

Task 2 - Flow and Rainfall Monitoring and Analysis							
Task 2.1 Flow meter site determination	1	18	20		39	\$6,249	
Task 2.2 Flow & Rainfall Monitoring (Subconsultant below)		4	8		12	\$1,792	
Task 2.3 Flow and Rainfall Data Analysis	4	34	84		122	\$18,372	
Task 2.3 Lift station flow data review & draw down test		16	16		32	\$5,088	
Task 2.3 Sewer Modeling	4	46	82		132	\$20,368	
Task 2.3 Technical Memorandum	4	40	50	4	98	\$15,520	
Subtotal of hours per associate	13	158	260	4	435		
Subtotal of fee per associate	\$3,445.00	\$29,704.00	\$33,800.00	\$440.00			
					Labor		\$67,389
					SUBCONSULTANT		\$74,000
					Reimbursable Expenses (% of Labor)	5.00%	\$3,369
					Contingency (% of Labor)	10.00%	\$6,739
NOTE: Subconsultant budget price assumes free & legal access to the MH sites and excludes traffic control and permits, if required, for 6 flow meters & 2 rain gauges for 90 days. Schedule: 3 month flow monitoring + 1 mo. sub delivery + 3 to 4 mo. engineering						Task 2 Total	\$151,497

Summary							
Total Of Hours Per Associate	37	221	277	4	539		
Total Of Fee Per Associate	\$9,805.00	\$41,548.00	\$36,010.00	\$440.00			
					Labor		\$87,803
					SUBCONSULTANT		\$74,000
					Reimbursable Expenses (% of Labor)	5.00%	\$4,390
					Contingency (% of Labor)	10.00%	\$8,780
					Task 1 & 2 Total		\$174,973

RESOLUTION NO. 08 -2023

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH LAMP RYNEARSON, INC. TO COMPLETE A PAVEMENT CONDITION ASSESSMENT FOR APPROXIMATELY 71 LANE MILES OF STREETS THROUGHOUT THE CITY IN AN AMOUNT NOT TO EXCEED \$35,000.

WHEREAS, the City of Kearney currently uses visual observation to assess pavement condition; and

WHEREAS, the city seeks to improve the objectivity of assessing the city's street inventory; and

WHEREAS, the Mayor and Board of Aldermen believes that automated pavement condition assessment, including street condition ratings, will allow the City of Kearney to best allocate its available resources; and

WHEREAS, funds for this assessment are appropriated in the fiscal year 2024 budget, approved by the Board on February 21, 2023, in the Transportation Fund (Fund 018).

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

Section 1. The City Administrator of the City of Kearney is authorized to sign an agreement with Lamp Rynearson, Inc. for a pavement condition assessment for approximately 71 lane miles of streets throughout the city in an amount not to exceed **\$35,000**.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF MARCH 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

Page 1 of 3

CLIENT: City of Kearney, Missouri

PROJECT DESCRIPTION: 2023 Kearney Pavement Condition Assessment

LOCATION OF PROJECT: Kearney, Missouri

PROJECT TITLE: 2023 Kearney Pavement Condition Assessment

JOB NUMBER: _____

DATE ISSUED: 2-28-2023

INITIATED BY: _____ ☐ CLIENT ☒

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: STARTING DATE: EST. April – June 2023 COMPL. DATE: September 2023
(Attached additional page(s) or detailed Letter Proposal if this space is too limited.)

- System Additions to PAVER Database
- Integrate PCI GIS Base Map
- Populate Street Segments
- Add work history to PAVER
- Summary Report
- Review result with City and make edits as necessary
- Subconsultant Coordination
- Quality Assurance and Control

Hourly not to exceed fee for services of \$15,000.00

Stantec Services

- Pavement and Image Data Collection
- Distress/Roughness Data Processing and QA
- Data Formatting/Loading for MicroPaver

Lump Sum Fee \$20,000.00

Deliverables:

- GIS Shapefile Color Coded Map
- A Summary Report
- Street Maintenance Budgeting

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

☐ % of Construction Contracts

☐ % of Construction By Phase

☐ Special _____

☐ Lump Sum \$ _____

☐ Cost + _____ % + Expense \$ _____

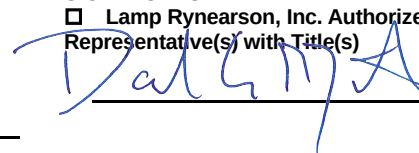
☒ Hourly Rates Up to a Maximum + Expenses \$ 35,000.00

☐ Cost plus fixed fee \$ _____

☐ Other \$ _____

SIGNATURES:

☐ Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)

 3/1/2023
Date

☐ Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

☐ CLIENT

☐ LAMP RYNEARSON

☐ OTHER _____

☐ OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200
Kansas City, Missouri 64114
P | 816.361.0440

www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Rynearson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 100% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Rynearson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Rynearson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Rynearson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Rynearson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Rynearson. In addition, Lamp Rynearson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Termination: Either the Client or Lamp Rynearson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Rynearson's final invoice, pay Lamp Rynearson for all uncontested services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Rynearson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of an uncontested invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Rynearson and are in no way contingent upon the Client obtaining funding. Lamp Rynearson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Rynearson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Rynearson who retains all rights therein, including the copyrights. The Client may reuse all such reports, drawings, specifications, and electronic media (discs) furnished by Lamp Rynearson pursuant to this Agreement, however any reuse by the Client or others for any purpose is at the sole responsibility of the Client.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Rynearson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Rynearson's qualifications and experience. Lamp Rynearson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Hazardous Materials: It is acknowledged by both parties that Lamp Rynearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Rynearson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Rynearson's services, Lamp Rynearson may, at its

option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Rynearson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Nebraska.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto.

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Kearney Pavement Condition Assesement
 LOCATION Kearney, Missouri
 DATE 2/28/2023

PROJECT #
 BY Greg Van Patten

Classification:	Department Manager	Project Manager	Project Engineer	GIS Specialist I	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	Miller	Van Patten	Schleicher	Marean		
Hourly Rate (Est. 2022):	\$252.00	\$141.00	\$138.00	\$103.00		

Design Services - La Vista						
In House Meetings (Kickoff, Progress)	3	3	3		9	\$1,593.00
PAVER Database Design/Build						
System Additions - PAVER Database	1	8	2	4	15	\$2,068.00
Integrate PCI GIS Base Map		4	12	2	18	\$2,426.00
Populate Street Segments						
Current PCI Data (2023)	1	8			9	\$1,380.00
Implementation Support	2				2	\$504.00
Summary Report (PCI Mapping, average, distribution)	2	12	2		16	\$2,472.00
Subconsultant Coordination	2	4				\$1,068.00
Review with City (Make Changes)	2	4				\$1,068.00
Quality Assurance/ Quality Control	2		2		4	\$780.00
Subtotal of Hours per Associate	15	43	21	6	73	
Subtotal of Fee per Associate	\$3,780.00	\$6,063.00	\$2,898.00	\$618.00		
						\$13,359.00
				Reimbursables	5%	\$667.95
				Contingency	5%	\$667.95
					Subtotal	\$14,694.90
Subconsultant (Stantec) Prices						
			Quantity	Units	Unit Rate	Total
(71 Centerline (Test Miles) Kearney, MO)						
Project Initiation and Management			1	LS	\$ 2,600.00	\$2,600.00
Field Survey Preparation (LRA to provide predefined segmented GIS)			1	LS	\$ 1,600.00	\$1,600.00
RT 3000 Mobilization and Calibration			1	LS	\$ 2,500.00	\$2,500.00
Pavement and Image Data Collection			71	Test Miles	\$ 125.00	\$8,875.00
Distress/Roughness Data Processing and QA			71	Test Miles	\$ 40.80	\$2,896.80
Data formatting/Loading for MicroPAVER			1	LS	\$ 1,500.00	\$1,500.00
				Kearney Base Field Survey		\$19,971.80
PROJECT TOTAL						\$34,666.70

RESOLUTION NO. 09-2023

**A RESOLUTION OF THE BOARD OF ALDERMEN OF KEARNEY, MISSOURI,
CONSENTING TO THE APPOINTMENT OF DIRECTORS FOR THE GOVERNANCE OF
THE KEARNEY WEST SIDE COMMUNITY IMPROVEMENT DISTRICT**

WHEREAS, on February 20, 2007, the Board of Aldermen after a public hearing, adopted Ordinance No. 1063-2007 (the “Ordinance”), which approved a petition for and established the Kearney West Side Community Improvement District (the “District”) pursuant to Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the “CID Act”); and

WHEREAS, the Ordinance provides that the District shall be governed by a board of directors consisting of five (5) members, who shall be appointed by the Mayor with the consent of the Board of Aldermen; and

WHEREAS, the Mayor now desires to appoint, and the Board of Aldermen now desires to consent to the appointment of, individuals to serve as directors of the District as provided in the Petition.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of Kearney, Missouri:

Section 1. That the following individuals are hereby appointed by the Mayor to serve as directors of the Kearney West Side Community Improvement District for the respective terms specified below:

Randy Pogue – Director, 4 years

Dan Holt – Director, 4 years

Section 2. That the Board of Aldermen hereby consents to the Mayor’s appointment of the foregoing individuals to serve as directors of the Kearney West Side Community Improvement District.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

RESOLUTION NO. 10 -2023

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH AMERICAN DIGITAL SECURITY TO ACCESS CONTROL AT THE REAR DOOR OF CITY HALL AND DURESS BUTTONS WITHIN CITY HALL IN AN AMOUNT NOT TO EXCEED \$5,000 AND TO PROVIDE MONITORING SERVICES FOR A MONTHLY FEE.

WHEREAS, the city solicited proposals from three (3) companies for door access control and duress buttons at Kearney City Hall; and

WHEREAS, American Digital Security submitted a proposal, which best meets the city's needs, for the purchase of five (5) wireless duress buttons which will directly alert the Kearney Police Department when activated and access control at the rear door of City Hall, including installation, in the amount of \$4,732.43; and

WHEREAS, American Digital Security provides monitoring services for a monthly fee, currently at rate of \$38.95 per month; and

WHEREAS, the Mayor and Board of Aldermen believe that increasing building security and providing additional safety measures for employees is important; and

WHEREAS, the fiscal year 2023 budget is hereby authorized to be amended as necessary for said purposes.

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

Section 1. The City Administrator of the City of Kearney is authorized to sign an agreement with American Digital Security to improve security and employee safety at Kearney City Hall in an amount not to exceed **\$5,000**.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF MARCH 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk



Division of The Kincaid Group

Kearney City Hall

City Hall access and panics

This proposal contains all details and relevant information regarding the scope of work, pricing and terms requested by Kearney City Hall.

Chris Williams
816 248 2745
chris.williams@americandigitalsecurity.com

TIPS Contract #200203

Family

Our foundational value, delivered through our commitment to caring about each person like they are a part of our family.

Safety

Our cornerstone commitment, safety is pursued in every aspect of our work through ongoing extensive training and attention to detail.

Service

Through transparency and integrity, we strive to provide service which exceeds expectations. In addition, we look to continually find ways to give our time, talent, and treasure in support of the communities in which we are located.

Respect

Simply put, as a company, we strive to follow the Golden Rule and treat every person the way we wish to be treated.

AMERICAN DIGITAL SECURITY

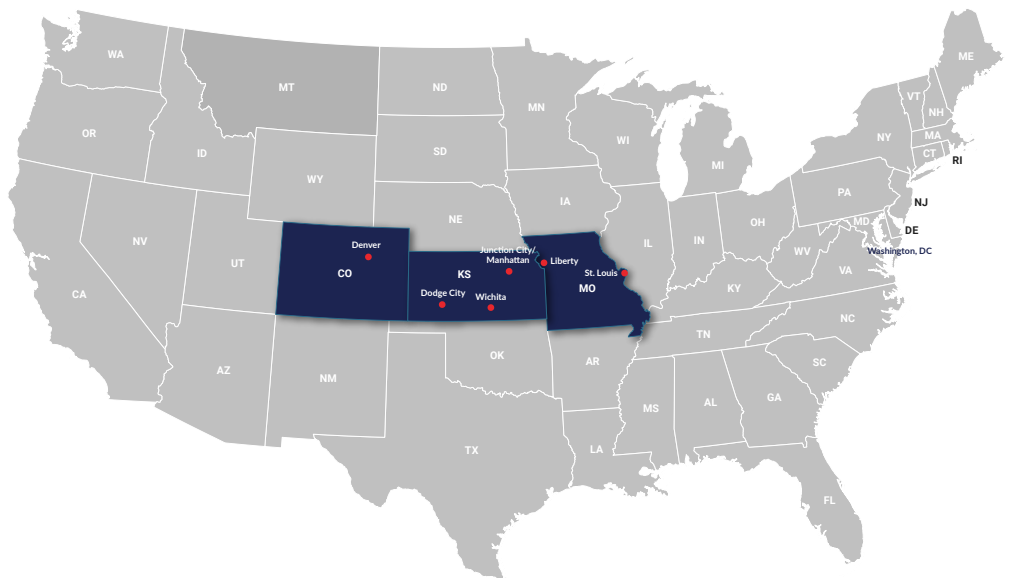


VIDEO SURVEILLANCE | ACCESS CONTROL | EMERGENCY NOTIFICATION | PANIC BUTTONS
WEAPONS DETECTION | INTRUSION ALARMS | SYSTEM DESIGN | FIRE SERVICES

Your Security Solutions Partner

American Digital Security (ADS) is a leading security systems company based throughout the Midwest, and adding offices through acquisition every year. We specialize in the planning, design, installation, service, and maintenance of your security needs. Our customers range from all types of educational facilities, commercial properties, and speciality facilities throughout the Midwest.

For the past 20 years, ADS has developed outstanding customer relationships through designing physical security solutions that unify access control, visitor management systems, audio/video intercoms, emergency notification systems, alarm systems, fire systems, and video surveillance systems.



\$60 Million

In projects since 2015. Over 25 principal institutions across six states doing over \$8 million with ADS.

Over 600 Customers

Have relied on ADS for their security solutions in the last five years.

Over 2,000 Locations

We are proud to announce that we have serviced over 2,000 locations since 2015.

ABOUT US

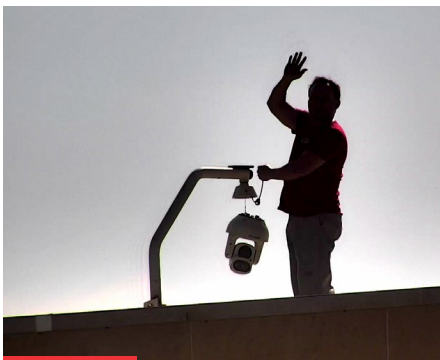
American Digital Security's long list of big business clients agree:

ADS is a major player in the security industry. In business since 2002, ADS has grown from revenues of \$750,000 in its first year of operation to over \$21 million a year in 2021. ADS offers a state contract through The Interlocal Purchasing System (TIPS) for all 50 states.



We embrace a culture dedicated to our four core values: Family, Safety, Service, and Respect. Therefore, our business philosophy is built around trust, partnerships, and leveraging proven technologies that will provide you with the maximum value and reliability for years to come.

From award-winning video surveillance solutions to the latest intercom and access control systems, to advanced information management systems, we never lose sight that we are in the business of protecting people, not just property.



End-To-End Professional Security Services

Our fully integrated approach will deliver the level of security and service that you require and deserve, no matter what your industry is.

ON-SITE RISK ASSESSMENT

We offer a free on-site consultation by our certified security consultants to identify your specific needs and concerns.

PLANNING & DESIGN

Our certified security consultants will develop the system architectural concept, determine an accurate estimate, and design a solution offering the highest level of security and efficiency—all while meeting your budget.

QUALITY INSTALLATION

Our certified installation team will ensure a quality and unobtrusive installation, delivered on-time and on-budget without interruptions in your facilities.

SUPPORT AND MAINTENANCE

We offer expert service, extended maintenance agreements, and around-the-clock on-call support to ensure your systems function properly.

20+

Partners

We select only the highest quality products and partners to meet your needs.

OUR SOLUTIONS

REST ASSURED, WE WILL HELP FIND THE
BEST SOLUTION THAT FITS YOUR NEEDS



Video Surveillance

Our latest and most advanced video management software is designed to revolutionize how operators interact with and gain situational awareness from their video security systems. Our easy-to-deploy video systems are highly scalable, efficient, and affordable—reducing the need for more cameras, saving you money.



Access Control

Create safer, more secure spaces with complete access control with scalable cloud-based software and endless integration capabilities. It's as easy as unlocking doors from your smartphone. Built to scale for thousands of users across multiple locations, centralize security management with robust cloud-based software or on-site appliance, allowing seamless integrations.



Intrusion Alarms

Gain around-the-clock protection, remote access and central station monitoring with our custom-tailored, state-of-the-art burglar alarm systems. Simple and practical alarm systems are one of the most effective ways to protect your assets.



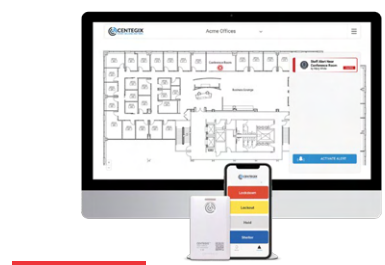
Weapons Detection

We carry the top brands of concealed weapons detectors on the market to help proactively keep people and assets safe by using advanced sensors and artificial intelligence to detect a wide range of concealed weapons and threats.



Fire Detection Systems

Fire safety is a fundamental mandate for every enterprise, facility, campus and municipality. Fire safety begins with fire detection, and as a long time expert in all things safety, ADS is here to provide service, installation, testing & inspection of your fire detection system.



Panic Buttons

At the start of a critical incident, the time it takes to communicate with the first-responders who are closest to the scene can make all the difference in the world. ADS can install the industry leading Centegix Crisis Alert and/or WAVE Plus Critical Incident Notification systems.



Scope of Work

ADS to install panic buttons and access control at Kearney City Hall

ADS Responsibilities

ADS will install a DMP alarm panel with panic buttons at Kearney City Hall.

ADS will add access control at the rear door for employee entry.

ADS will install (3) wireless panic buttons in the (3) offices at Kearney City Hall

ADS will program (2) additional panic buttons that will be worn by staff

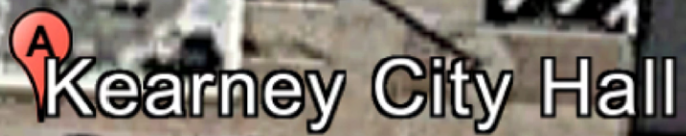
ADS will install access control at the rear door. This will include a card reader, surface strike, door contact, and a REX motion.

ADS will install the panel and access control enclosure in the IT closet.

ADS will program the system up and show City Hall staff how to add users and credentials

Customer Responsibilities

- Customer to provide full access to the facility 8am-5pm.
- ADS will need the ability to move freely and quickly throughout the buildings.
- Customer will need to designate an on-site contact for final sign off.





American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States
(816) 415-4237

Estimate

#EST0005268

02/06/2023

Bill To

Kearney City Hall
100 E Washington St
Kearney MO 64060
United States

Ship To

Kearney City Hall
100 E Washington St
Kearney MO 64060
United States

TOTAL

\$4,520.43

Expires: 03/23/2023

Terms	Expires	PO #	Sales Rep	Title	Memo
Due on receipt	03/23/2023		Christopher M Williams	alarm and access	

Quantity	Item	Options	Rate	Amount
1	XR150DNL-G 142 ZONES, DIALER/NETWORK, 350 LG GRAY ENCLOSURE, 327		\$429.41	\$429.41
1	7060-W GREEN LCD W/SHORTCUT KEYS, WHITE		\$108.68	\$108.68
1	1100X-W WIRELESS RECEIVER, XR SERIES		\$92.35	\$92.35
3	1142-W WIRELESS 2-BUTTON HOLD-UP DEVICE, WHITE		\$57.50	\$172.50
2	1148-G WIRELESS 1-BUTTON PERSONAL PENDANT, LANYARD/ WATCH BAND		\$30.74	\$61.48
1	734 ACCESS CONTROL MODULE, KEYPAD/LX-BUS		\$153.68	\$153.68
1	P-300-H-A CASCADE PROXIMITY READER		\$100.44	\$100.44
1	9400-630 HES 9400 Electric Strike Satin		\$419.12	\$419.12
1	DS160 Bosch White Request To Exit		\$89.29	\$89.29
1	4400-A Cable		\$48.96	\$48.96
1	FPO75-C4E1-2DM2 12/24VDC, Fits 4 DMP734, 2 Removable DMP Module Backplates		\$383.82	\$383.82
3	DURA12-7F MAINTENANCE-FREE RECHARGEABLE NON-SPILLABLE 12V 7Ah CHARGING INSTRUCTION (AT 20°C)		\$23.90	\$71.70
150	4461060MS 4 Elem Comp Cable CMP Grn Jkt		\$1.16	\$174.00
16	ADSLABOR Installation		\$125.00	\$2,000.00
1	Project Engineering		\$125.00	\$125.00



EST0005268

1 of 2



American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States
(816) 415-4237

Estimate
#EST0005268
02/06/2023

Quantity	Item	Options	Rate	Amount
1	Hardware50		\$50.00	\$50.00
1	Shipping and Handling Charge		\$40.00	\$40.00

Subtotal	\$4,520.43
Tax Total (\$)	\$0.00
Total	\$4,520.43



EST0005268



American Digital Security
140 Westwoods Dr.
Liberty MO 64068
United States

Estimate

#EST0005306

02/08/2023

Bill To

Kearney City Hall
100 E Washington St
Kearney MO 64060
United States

Ship To

Kearney City Hall
100 E Washington St
Kearney MO 64060
United States

TOTAL

\$38.95

Expires: 03/25/2023

Terms	Expires	PO #	Sales Rep	Title	Memo
Due on receipt	03/25/2023		Christopher M Williams	monitoring	

Quantity	Item	Options	Rate	Amount
1	AM-COMMERCIAL-NETWORK Monitoring with Network Connection and Interactive Software Daily Test		\$38.95	\$38.95

Subtotal	\$38.95
Tax Total (\$)	\$0.00
Total	\$38.95



EST0005306

Customer Information

Contact Name

Sheila Ernzen

Email Address

sernzen@kearney.mo.us

IT Contact Name

Email Address

Phone Number

Notes for Contact

Approved Work Hours*

Special Considerations

Onsite Storage/Ship-to Information

Is this site New Construction?

Site Contact Name*

Phone Number

Email Address

Construction Contact Name*

Email Address

Phone Number

Terms

Projects less than \$75,000.00 will be billed upon substantial completion of the project.

Projects greater than \$75,000.00 will follow the below billing schedule.

ADS will bill in stages, and Customer will receive invoices as outlined below:

- First Invoice will include the initial 30% of the Purchase Order (PO) amount. This invoice will be sent when ADS receives Customer PO.
- Final Invoice will include the remaining 70% of the PO amount as well as all applicable tax and freight charges and any monetary adjustments related to changes to the PO previously approved by ADS and Customer. This invoice will be sent upon substantial completion of the project.

The foregoing billing terms do not apply to ADS provided monthly-recurring managed services, which will be invoiced monthly.

I have the authority to order the above work and do so as outlined above. It is agreed that American Digital Security LLC (ADS) will remain title to any equipment or material furnished until final payment is made, and if settlement is not made as agreed, ADS shall have the right to remove same and ADS will be held harmless for any damages resulting from removal thereof. Quote is valid for 45 days from date above.

Buyer agrees not to tamper with, remove, or otherwise interfere with the system. The equipment shall remain in the same location as installed and Buyer agrees to bear the cost of repairs, replacement, relocation, or additions to the system made necessary because of any painting, alteration, remodeling, or damage. Ordinary wear and tear repair or replacement shall be serviced by ADS without additional charge in accordance with the warranty. Batteries, obsolete components, vandalism, critters, rodents, pests, and components exceeding manufacturers useful life are not included in service or warranty and will be repaired or replaced at Buyer's expense.

ADS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ADS's sole discretion for the installation and service of the system, and ADS shall not be responsible for any condition created thereby as a result of such installation, service, or installation of the system. ADS shall not be responsible for the condition of the premises upon removal of the system and Buyer represents that the owner of the premises, if other than the Buyer, authorizes the installation of the system under the terms of this agreement.

ADS is not responsible for lawn/landscape repair if damage occurs while working on site and traveling to and from work areas with lifts. Any preparedness in gym for lift work must be discussed prior to work starting. ADS will charge accordingly for any necessary plywood or protective covering required to be laid down to protect flooring. ADS is not responsible for lift or any equipment rental required to service equipment after initial installation is complete.

Surveillance equipment is attached to a Network Video Recorder computer and Buyer shall not use the computer for any other purpose or load any software without prior approval by ADS. ADS shall be permitted to access and make changes to the system's operation on site and over the internet. ADS shall have no liability for data corruption or inability to retrieve data even if caused by ADS's negligence. Buyer's data shall be maintained confidential and shall be retrieved and released only to Buyer or upon Buyer's authorization or by legal process. Internet access is not provided by ADS and ADS has no responsibility for such access or IP address service. ADS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

In the event of any delays and/or errors resulting from your failure to perform work as agreed, you understand that ADS will not be responsible for any such delays and you agree to pay ADS for any extra work that must be performed beyond the scope of the original agreement as a result of those delays/errors. This includes waiting for site personnel for access to locked areas in facilities.

The Customer's failure to make payment when due is a material breach of this agreement. The Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law.

The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as deemed in the scope of work above. If the actual number of devices installed or services to be performed is greater than that set forth in the scope of work, the price will be increased accordingly. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state, and local sales and excise taxes, however designated, levied, or based on the service charges pursuant to this agreement.

Any reference to "monitoring services" of any kind in this agreement is included for pricing purposes only. Monitoring services are performed pursuant to the terms and conditions of Company's standard monitoring agreement.

The Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the scope of work.

Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, watchman, and crane and elevator service and necessary permits. Customer shall further supply required schematics and drawings unless they are to be supplied by Company in accordance with this agreement; provide a safe work environment, provide Company access to any systems to be serviced; and comply with all laws, codes, and regulations pertaining to the equipment and/or service provided under this agreement.

Customer shall be responsible to coordinate the work of other trades and for additional costs incurred by Company arising out of interference's to Company's work caused by other trades.

Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect performance of the covered system.

Customer shall not, directly, or indirectly, on its own behalf of any other person, business corporation or entity, solicit or employ any company employee or subcontractor, or induce company employee or subcontractor to leave his or her employment with the company, for a period of two years after the finalization of this agreement.

Warranty

3 year warranty on manufacturer equipment

ADS cooperates with a range of industry partners to complete your physical security system. These components are subject to the respective product manufacturer's warranties and their associated terms and conditions. ADS does not separately provide a warranty in respect of these products. For further information, please see the appropriate product documentation or visit the specific product manufacturer's website for details.

Equipment. All equipment furnished by ADS comes with each manufacturer's standard warranty, licenses and indemnities only. ADS will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. ADS' prior approval is required to return any Equipment, except for Equipment erroneously ordered by ADS. If the manufacturer authorizes an Equipment return request and agrees to credit ADS for the cost paid by ADS for such Equipment, ADS will accept Equipment for return (a) subject to a 15% restocking fee and (b) return freight charges, each of which will be invoiced to and paid by Customer unless otherwise specified in the authorization to return the Equipment. All Equipment returns are subject to ADS' inspection and acceptance.

Services. ADS warrants the work against defective workmanship for a period of 1 year, from the above stated job completion date. This warranty is extended to the owner named above and is not transferable. If a defect covered by this limited warranty occurs, ADS will repair or replace the defective workmanship, materials, or equipment at no charge to the Owner. To obtain service under this limited warranty please call ADS technical support at 888.833.4237. This limited warranty covers and includes any special terms specified in the plans, specifications and contract documents for this project. This limited warranty does not include: (1) Items that have been subjected to accident, misuse and abuse including damage resulting from lack of Owner maintenance or damage from ordinary wear and tear; (2) Items that have been modified, damaged, altered or worked on by anyone other than ADS; (3) Items furnished by the Owner for installation. NOTICE TO OWNER: Under no circumstances shall ADS be liable for injury to any person or damage to any property whatsoever by virtue of this warranty or otherwise. Under no circumstances shall ADS be liable for any incidental, secondary, indirect, consequential, special or other damages of any nature arising out of the use of or inability to use as a result of a defect in the work performed or the materials and/or equipment installed by ADS. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



Agreement

[order.number]

Thank you for your business Sheila! We are excited to be working with you and would like to thank you for choosing ADS as your security solutions provider!

By signing below, Kearney City Hall agrees to accept this proposal and enter into a contractual agreement with American Digital Security beginning on the date of signing.

American Digital Security

Kearney City Hall



Chris Williams

Sheila Ernzen



PROJECTS



We understand that no two businesses are the same. Healthcare, education, manufacturing, food service, retail, offices, and city security is just a fraction of the industries we work in.

No matter your product or service, ADS is fully equipped to service the specific challenges your industry faces. With our process, we will identify those specific challenges and develop a process and security system tailored to fit your exact needs.

Kansas City Chiefs

After struggling with a competitor's poor service, the Chiefs sought a new security partner and ADS answered the call.

Over the last five years, ADS has developed a strong relationship with the Chiefs and now has over 300 cameras and 150 access control doors installed at Arrowhead Stadium and continues to provide them top-of-the-line security products and services.



Sporting KC

In winter 2017, ADS rewired all access control doors at Children's Mercy Park over a two-and-a-half-month period before the season's first game. They had a proprietary access control system that was end-of-life and required replacement.

Since then, ADS has gone on to provide installation and service for all Sporting KC facilities which includes 300 cameras and 300 access control enabled doors across Children's Mercy Park, Pinnacle National Training Center, WyCo Fields, and Swope Park Training Center.

Kansas City Public Schools

After winning a \$5.5 million bid to replace the video surveillance and access control systems of over 30 KCPS buildings, ADS has gone on to install over 2,000 cameras, 700 access control doors, and over 200 exterior alarm monitoring doors for KCPS and continues to foster a strong partnership with the school district and provides them with the latest security technology.



PROJECTS



Division of The Kincaid Group

With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.

Kansas City Kansas Public Schools

In the fall of 2013, KCKPS came to ADS with a project to design and install 1200 cameras in less than six months. ADS met and provided the exact systems they needed in three small buildings. After reviewing our work in these first three buildings, KCKPS was very impressed and made ADS their primary contractor for their video surveillance and entry systems.

After completing the project on time, ADS has gone on to replace their outdated access control system and in 2016 KCKPS enlisted ADS as a partner in their bond work over a five-year span.



Olathe Public Schools

Currently, ADS has installed over 1,200 cameras and 300 access control doors across 60 district buildings and has continued to work closely with OPS to design and install systems in several new buildings and looks forward to continuing to do so in the future.



Kansas City Art Institute

Since 2016, ADS has worked with KCAI in upgrading and maintaining their systems. ADS worked closely together to design new systems that would fit in with their updated policies and procedures to provide additional safety to their students, staff and security personnel. They are an avid user of the analytics features on the Avigilon cameras – so they can keep a closer, more accurate, eye on their campus. The flexibility and ease of use they received from replacing the access control system has allowed them to keep up on the access they allow their students and staff to have.

ADS has consistently provided top-tier support and technologies to KCAI, totaling over 150 cameras and access control doors and truly enjoys building a solid partnership with KCAI.



REFERENCES



Division of The Kincaid Group

With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.

K-12 Education

Kansas City Missouri Public School District

2901 Troost Avenue
Kansas City, MO 64110

Contact: Marcus Harris
Phone: 816.564.1238
Email: maharris@kcmsd.net

Time Worked: 2014 - Current
Project Dollar Value: \$7,927,220

Kansas City Kansas Public School District

625 Minnesota Avenue
Kansas City KS 66101

Contact: Jason Coddling
Phone: 913.568.3739
Email: jason.coddling@kckps.org

Time Worked: 2013 - Current
Project Dollar Value: \$6,264,682

Olathe School District

14160 Black Bob Road
Olathe, KS 66062

Contact: AJ Avery
Phone: 913.780.7020
Email: aavery@olatheschools.org

Time Worked: 2014 - Current
Project Dollar Value: \$3,576,057

North Kansas City School District

2000 NE 46th Street
Kansas City, MO 64116

Contact: Rob McLees
Phone: 816.977.8120
Email: robert.m@nkcschools.org

Time Worked: 2009 - Current
Project Dollar Value: \$1,791,924

Lee's Summit School District

505 SE Transport Drive
Lee's Summit MO 64081

Contact: Ryan Hall
Phone: 816.986.2197
Email: ryan.hall@lsr7.net

Time Worked: 2016 - Current
Project Dollar Value: \$1,489,097

Liberty Public Schools

8 Victory Lane
Liberty, MO 64068

Contact: Curt Laven
Phone: 816.522.0752
Email: curt.laven@lps53.org

Time Worked: 2010 - Current
Project Dollar Value: \$1,571,921

Pleasant Hill School District

318 Cedar Street
Pleasant Hill, MO 64080

Contact: Todd Staller
Phone: 816.540.3161
Email: tstaller@pleasanthillschools.com

Time Worked: 2017 - Current
Project Dollar Value: \$630,273

Cameron School District

602 S. Harris Street
Cameron, MO 64429

Contact: Matt Robinson
Phone: 816.632.2170
Email: mattrobinson@cameronschool.org

Time Worked: 2012 - Current
Project Dollar Value: \$133,357

Bonner Springs School District

100 McDaniel Street
Bonner Springs, KS 66012

Contact: Mark Wiseman
Phone: 913.422.5600
Email: wisemanm@usd204.net

Time Worked: 2012 - Current
Project Dollar Value: \$458,945

Grandview School District

13015 10th Street
Grandview, MO 64030

Contact: Elonia Norwood
Phone: 816.316.5171
Email: elonia.norwood@grandviewc4.net

Time Worked: 2018 - Current
Project Dollar Value: \$274,602

Leavenworth School District

200 N. 4th Street
Leavenworth, KS 66048

Contact: Matt Dedeke
Phone: 913.684.1400
Email: matt.dedeke@lvpioneers.org

Time Worked: 2018 - Current
Project Dollar Value: \$282,082

Blue Valley Schools

14950 Metcalf Avenue
Overland Park, KS 66223

Contact: Mark Dziedzic
Phone: 913.239.4122
Email: madziedzic@bluevalleyk12.org

Time Worked: 2013 - Current
Project Dollar Value: \$2,176,178

Basehor-Linwood School District

2108 N. 155th Street
Basehor, KS 66007

Contact: Fredy DeLeon
Phone: 913.723.3400
Email: fdeleon@usd458.org

Time Worked: 2014 - Current
Project Dollar Value: \$564,814

Warrensburg School District

201 S. Holden Street
Warrensburg, MO 64093

Contact: Lyle Kreisel
Phone: 660.747.7823
Email: lkreisel@warrensburgr6.org

Time Worked: 2011 - Current
Project Dollar Value: \$777,523



REFERENCES



With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.

Higher Education

Kansas City Art Institute

4410 Warwick Boulevard
Kansas City, MO 64111

Contact: Mike Raunig
Phone: 913.609.2660
Email: mraunig@kcai.edu

Time Worked: 2017 - Current
Project Dollar Value: \$655,050

Kansas City Kansas Community College

7250 State Avenue
Kansas City, KS 66112

Contact: Jason Sievers
Phone: 913.288.7248
Email: sievers@kckss.edu

Time Worked: 2017 - Current
Project Dollar Value: \$414,924

Metropolitan Community College

3200 Broadway
Kansas City, MO 64111

Contact: Londell Jamerson
Phone: 816.604.1453
Email: londell.jamerson@mccckc.edu

Time Worked: 2019 - Current
Project Dollar Value: \$56,787

Haskell Indian Nations University

155 E Indian Avenue
Lawrence, KS 66046

Contact: Gary Goombi
Phone: 785.749.8404
Email: ggoombi@haskell.edu

Time Worked: 2011 - Current
Project Dollar Value: \$55,950

Butler Community College

901 S Haverhill Road
El Dorado, KS 67042

Contact: Christina Byram
Phone: 316.737.3873
Email: cbyram@butlercc.edu

Time Worked: 2018 - Current
Project Dollar Value: \$1,573,820

Midwest Baptist

5001 N Oak Trafficway
Kansas City, MO 64118

Contact: Allen Lindholt
Phone: 816.414.3815
Email: alindholt@mbts.edu

Time Worked: 2017 - Current
Project Dollar Value: \$88,352

Government

City of Liberty

101 E. Kansas Street
Liberty, MO 64068

Contact: Wade Thomas
Phone: 816.439.4558
Email: wthomas@libertymo.gov

Time Worked: 2016 - Current
Project Dollar Value: \$217,702

Boone County Government

801 E. Walnut
Columbia, MO 65210

Contact: Aron Gish
Phone: 573.886.4319
Email: agish@boonecounty.org

Time Worked: 2015 - Current
Project Dollar Value: \$803,744

Clay County Government

234 W. Shrader Street Ste B
Liberty, MO 64068

Contact: John Kindred
Phone: 816.407.3340
Email: jkindred@claycountymmo.gov

Time Worked: 2017 - Current
Project Dollar Value: \$777,564

Blue Valley Recreation Center

6545 W. 151st Street
Overland Park, KS 66223

Contact: Rob Timmermans
Phone: 913.685.6009
Email: rtimmermans@bluevalleyrec.org

Time Worked: 2014 - Current
Project Dollar Value: \$350,604

City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Contact: James Brock
Phone: 816.969.1737
Email: james.brock@cityofls.net

Time Worked: 2019 - Current
Project Dollar Value: \$129,260

Finance

Commerce Bank

8000 Forsyth Blvd
St. Louis, MO 63105

Contact: John Christenson
Phone: 314.746.7431
Email: john.christenson@commercebank.com

Time Worked: 2020 - Current
Project Dollar Value: \$2,480,994

Meritrust Federal Credit Union

PO Box 2926
Wichita, KS 67201

Contact: Bobby Seacat
Phone: 316.712.3358
Email: robert.seacat@meritrust.org

Time Worked: 2012 - 2016
Project Dollar Value: \$437,359

Credit Union of America

10700 Prairie Lakes Drive
Eden Prairie, MN 55344

Contact: Jackie Heyen
Phone: 316.219.5197
Email: jackieh@cuofamerica.com

Time Worked: 2013 - Current
Project Dollar Value: \$355,248

Pony Express Bank

215 N 291 Highway
Liberty, MO 64068

Contact: Tom Page
Phone: 816.309.7943
Email: tpage@ponyexpressbank.com

Time Worked: 2007 - Current
Project Dollar Value: \$30,000

REFERENCES



With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.

Retail

Oak Park Mall

11149 W. 95th Street
Overland Park, KS 66214

Contact: Bill McLellan
Phone: 913.888.7597
Email: william.mclellan@cblproperties.com

Time Worked: 2011 - Current
Project Dollar Value: \$456,674

Harp's Food Stores, Inc.

918 S Gutensohn Road
Springdale, AR 72762

Contact: Gena Graves
Phone: 479.751.7601
Email: ggraves@harpfood.com

Time Worked: 2007 - Current
Project Dollar Value: \$530,832

Associated Wholesale Grocers

5000 Kansas Avenue
Kansas City, KS 66106

Contact: Jerry Burke
Phone: 913.288.1276
Email: jburke@awginc.com

Time Worked: 2007 - Current
Project Dollar Value: \$1,460,857

Cargo Largo

13900 E 35th Street
Independence, MO 64055

Contact: Matthew Aguirre
Phone: 816.377.8706
Email: maguirre@cargolargo.com

Time Worked: 2013 - Current
Project Dollar Value: \$46,024

Stadium

Sporting KC

One Sporting Way
Kansas City, KS 66111

Contact: Nic Vajen
Phone: 913.957.0727
Email: nic.vajen@sportingkc.com

Time Worked: 2018 - Current
Project Dollar Value: \$728,541

Kansas City Chiefs

One Arrowhead Drive
Kansas City, MO 64129

Contact: Colby Harrison
Phone: 816.920.4209
Email: charrison@chiefs.nfl.com

Time Worked: 2014 - Current
Project Dollar Value: \$1,234,306

House of Worship

St. James Church

309 S Stewart Road
Liberty, MO 64068

Contact: Jim Newell
Phone: 816.781.4343
Email: jim.newell@stjames-liberty.org

Time Worked: 2016 - Current
Project Dollar Value: \$98,100

Abundant Life

414 SW Persels Rd
Lee's Summit, MO 64081

Contact: Cory Weeda
Phone: 816.607.5867
Email: cory@abundantlifels.com

Time Worked: 2020 - Current
Project Dollar Value: \$66,245

Liberty United Methodist Church

1001 Sunset Avenue
Liberty, MO 64068

Contact: Chris King
Phone: 816.781.4554
Email: chris.king@lumcmo.org

Time Worked: 2016 - Current
Project Dollar Value: \$33,595

Healthcare

North Kansas City Hospital

2800 Clay Edwards Drive
North Kansas City, MO 64116

Contact: Jay Thomason
Phone: 816.691.2550
Email: james.thomason@nkch.org

Time Worked: 2012 - Current
Project Dollar Value: \$788,668

St. Luke's Health Systems

4401 Wornall Road
Kansas City, MO 64111

Contact: Jon Brady
Phone: 816.932.3911
Email: jbrady@saint-lukes.org

Time Worked: 2018 - Current
Project Dollar Value: \$402,953

Satanta District Hospital

401 Cheyenne
Satanta, KS 67870

Contact: Brandon Winters
Phone: 620.649.2761
Email: bwinters@satantahospital.org

Time Worked: 2020 - Current
Project Dollar Value: \$725,889

REFERENCES



With over 2,000 customers across many industries, ADS is fully equipped to service your specific security needs with an expert insider knowledge of your industry.

Other

American Central Transport

8731 NE Parvin Road
Kansas City, MO 64161

Contact: Matt Armstrong
Phone: 816.781.9600
Email: marmstrong@americancentral.com

Time Worked: 2015 - Current
Project Dollar Value: \$81,621

Visit KC

1321 Baltimore Avenue
Kansas City, MO 64105

Contact: Carl Leonard
Phone: 816.221.5242
Email: cleonard@visitkc.com

Time Worked: 2015 - Current
Project Dollar Value: \$61,304

Onyx7

3823 N Cobbler Road
Independence, MO 64058

Contact: Sammy Raiche
Phone: 612.859.8565
Email: sammyraiche@onyx7investments.com

Time Worked: 2020 - Current
Project Dollar Value: \$50,750

Tyson Foods

PO Box 2504
Maryland Heights, MO 63043

Contact: Chris Windmeyer
Phone: 877.778.9288
Email: chris.windmeyer@tyson.com

Time Worked: 2011 - Current
Project Dollar Value: \$172,988

Sutherland Lumber Co.

2008 W Main Street
Jenks, OK 74037

Contact: Tom Safley
Phone: 918.296.4334
Email: tom@webice.net

Time Worked: 2007 - Current
Project Dollar Value: \$664,078

Beck Oil

850 E Thompson Street
Princeton, IL 61356

Contact: Dino Gualandri
Phone: 815.875.6451
Email: dino@beckoil.com

Time Worked: 2007 - Current
Project Dollar Value: \$359,127

Casino White Cloud

777 Jackpot Drive
White Cloud, KS 66094

Contact: Troy Anderson
Phone: 877.652.6115
Email: troyanderson@iowatribecasino.com

Time Worked: 2008 - Current
Project Dollar Value: \$383,544

Velociti, Inc.

4780 NW 41st Street Suite 500
Riverside, MO 64150

Contact: Tim Kats
Phone: 913.233.7205
Email: tkats@velociti.com

Time Worked: 2013 - Current
Project Dollar Value: \$331,786

Kieva

2012 Baltimore
Kansas City, MO 64108

Contact: Stacey Schmitz
Phone: 816.842.0405
Email: stacey.schmitz@kieva.com

Time Worked: 2017 - Current
Project Dollar Value: \$232,618

TIFEC

11150 Overbrook Road
Leawood, KS 66211

Contact: Corey Owen
Phone: 913.693.8270
Email: cor@tifec.com

Time Worked: 2014 - Current
Project Dollar Value: \$535,196

Optiv Security

6130 Sprint Parkway
Shawnee Mission, KS 66211

Contact: Tate Jaeger
Phone: 816.701.2032
Email: tate.jaeger@optiv.com

Time Worked: 2009 - Current
Project Dollar Value: \$1,023,467

The Kincaid Group

23889 W 40th Street
Shawnee, KS 66226

Contact: Ron Cox
Phone: 913-92806448
Email: ron.cox@thekincaidgroup.com

Time Worked: 2018 - Current
Project Dollar Value: \$910,561

Pour Boys

22208 N 69 Highway
Excelsior Springs, MO 64024

Contact: Randy Allen
Phone: 816.628.5159
Email: randya@pourboyoil.com

Time Worked: 2007 - Current
Project Dollar Value: \$125,103

Terminal Consolidation

PO Box 12460
Kansas City, MO 64116

Contact: Luther Hendrix
Phone: 816.453.5101
Email: james.brock@cityofks.net

Time Worked: 2007 - Current
Project Dollar Value: \$127,024

KC Sausage

8001 NW 106th Street
Kansas City, MO 64153

Contact: Phil Gilliam
Phone: 816.891.9600
Email: kcap@kcsausageco.com

Time Worked: 2014 - Current
Project Dollar Value: \$113,244

DIRECTORY

SERVICE CALLS AND EMAILS WILL BE
HANDLED WITHIN A 24-HOUR PERIOD
FROM THE TIME THEY ARE RECEIVED



LOCATIONS

LIBERTY, MO

140 Westwoods Drive
Liberty, MO 64068
816.415.4237

contact@americandigitalsecurity.com
americandigitalsecurity.com

Monday - Friday
8:00am - 5:00pm

WICHITA, KS

2333 S. West Street
Suite 104
Wichita, KS 67213
316.867.1716

JUNCTION CITY, KS

204 W. 10th Street
Junction City, KS 66441
785.762.2800

DODGE CITY, KS

10572 US Hwy 50
Dodge City, KS 67801
620.690.5001

ST. LOUIS, MO

859 Horan Drive
Fenton, MO 63026
636.306.1010

VICE PRESIDENT & FOUNDER

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buddy.mason@americandigitalsecurity.com

DIRECTOR

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chris.watson@americandigitalsecurity.com

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Tabitha Logan

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tabitha.logan@americandigitalsecurity.com

Sandy Barney

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sandy.barney@americandigitalsecurity.com

INSTALLATION MANAGER

Brandon Sobotka

816.518.2026
brandon.sobotka@americandigitalsecurity.com

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help@americandigitalsecurity.com

Austin Caldwell

816.416.7160
austin.caldwell@americandigitalsecurity.com

Ethan Marshall

816.415.4237
ethan.marshall@americandigitalsecurity.com

ALARMS

Jenell Quigley

816.541.8289
jenell.quigley@americandigitalsecurity.com

St. Louis

OPERATIONS

Mark Daab

636-305-1010 X312
mark.daab@securix.com

SALES ENGINEERS

Almin Draganovic

636-305-1010 X306
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Thomas Land

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RESOLUTION NO. 11-2023

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT BETWEEN BETTER IN THE SADDLE, (B.I.T.S.), AND CITY OF KEARNEY, TO HOST A BULL RIDE IN JESSE JAMES PARK RODEO ARENA.

WHEREAS, (B.I.T.S.) have successfully, in the past, conducted a Bull Ride in Jesse James Park; and

WHEREAS, (B.I.T.S.) desire to have a Bull Ride on Friday & Saturday, July 28th & 29th, 2023, in the evening, in the Rodeo arena, located in Jesse James Park; and

WHEREAS, in order to assure the use of the municipal park for such Bull Ride, under such terms as may be beneficial to the citizens of the City

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

Section 1. The Mayor is authorized to sign a Contract with and between BETTER IN THE SADDLE, (B.I.T.S.), & CITY OF KEARNEY for the purpose of allowing (B.I.T.S.), use of Jesse James Park Rodeo Arena to host a Bull Ride to be held FRIDAY, July 28th & July 29th, 2023 in Jesse James Park.

(B.I.T.S.) will procure and add the City as an additional insured on general liability insurance in a minimum amount of \$3,258,368.00 equal to the current sovereign immunity combined limits as set by the Missouri Department of Insurance, and additionally \$488,755.00 for any one person in a single accident or occurrence. **“The City of Kearney shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable. Nothing in this Section shall reflect an intent by the City of Kearney to waive any defenses of sovereign and governmental immunity.”**

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI THIS 6th DAY OF MARCH, 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Administrator

RESERVATION OF PARK AGREEMENT

This Reservation of Park Agreement entered into this 6th day of March 2023, between the City of Kearney, Missouri, a municipal corporation (City) and Better in The Saddle, (B.I.T.S.), a Missouri Not for Profit Corporation or Organization.

WHEREAS, (B.I.T.S.) have successfully, in the past, conducted a Bull Ride in Jesse James Park; and

WHEREAS, (B.I.T.S.) desire to have a Bull Ride on Friday & Saturday, July 28th & 29th, 2023, in the evening, in the Rodeo arena, located in Jesse James Park; and

WHEREAS, in order to assure the use of the municipal park for such Bull Ride, under such terms as may be beneficial to the citizens of the City;

NOW THEREFORE, the parties agree as follows:

1. This event does not interfere or conflict with a city, or other organizations' scheduled event in the park or at the amphitheater.

2. (B.I.T.S.) requests and is granted a reservation to use the same portion of City Park land area as so to conduct the Bull Ride located at the Rodeo arena.

3. Such Bull Ride will be conducted by (B.I.T.S.) as a Not-for-Profit Organization, and (B.I.T.S.) will indemnify and hold City harmless from any liability for matters arising out of the use of said park land and any activities occurring thereon. (B.I.T.S.) will procure and add the City as an additional insured on insurance in a minimum amount equal to the current sovereign immunity combined limits, \$3,258,368.00 as set by the Missouri Department of Insurance, in addition to \$488,755.00 for any one person in a single accident or occurrence. Policy needs to be in hands of City of Kearney, no later than 30 days prior to event. **"The City of Kearney shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable. Nothing in this Section shall reflect an intent by the City of Kearney to waive any defenses of sovereign and governmental immunity."**

4. (B.I.T.S.) agree that its use of the Jesse James Park shall be subject to the following rules of use:

- A. The (B.I.T.S.) Bull Ride will be held in the same Rodeo arena that has been used in the prior years. The cost of using the facilities is \$400 per day, \$600 for the two-day event.
- B. The Rodeo arena area will be furnished with ample trash cans for the use of the event. At the conclusion, all trash must be picked up

and trash dumped in to the dumpster located NE of rodeo arena.
Failure to do so will be assessed \$250 for cleaning of area

- C. Portable toilets rentals will be required for event to take place. City of Kearney toilets will not be moved. Bleachers will not be moved at the City expense. If damages are incurred to the park or structures from such event, (B.I.T.S.) will be responsible for repair costs, to cover such and all repairs.
 - D. Lights at the Rodeo grounds and Demolition Derby pit areas are “as is” condition. The City is not responsible for the workmanship of such lights.
 - E. “It is agreed that the use of a portion of a public park for B.I.T.S activity may cause damage to the public park which must be repaired after the event. B.I.T.S agrees that (a) City Park staff will promptly evaluate extent of damage caused by the event, if any, (b) Have such damage repaired by City staff on a time and materials basis or allow B.I.T.S to make necessary repairs providing B.I.T.S uses City approved materials and standards of workmanship. If B.I.T.S elects to make repairs, such repairs must be completed to City standards by 5:00 p.m. on following Wednesday or City will repair on a time and materials basis; (c) B.I.T.S will reimburse City for its incurred cost within fifteen (15) days of receiving an itemized bill. In the event of any dispute as to the extent of damage or cost of repair, B.I.T.S within fifteen (15) days of receiving the repair bill may appeal to the City Administrator whose decision will be final.”
5. If alcohol is served during this event Kearney Knights of Columbus will secure all licenses and permits needed to serve the alcoholic beverages at the event, and name the City of Kearney as an additional insured. Furthermore, (B.I.T.S.) will secure the Kearney Knights of Columbus to do the actual serving of the alcoholic beverages. Profits guaranteed from income of alcohol and any food sales, shall be 20% of the gross sales to City of Kearney. Other arrangements of splitting sales of alcohol and food between Knights of Columbus and (B.I.T.S.) will be between these two organizations. **If no alcohol is served, statement #5 does not apply to the contract. If food and beverages are served from other vendors, the same 20% of gross sales is guaranteed to City of Kearney.**
6. (B.I.T.S.) will hire ample security for this event.
7. Total facility use fee to rent the rodeo arena area is **\$600 for the July 28th and 29th, 2023 event.**

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

CITY OF KEARNEY, MISSOURI

By: _____
Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Administrator

By: _____
B.I.T.S. Representative—Jay Bettis

AN ORDINANCE OF THE CITY OF KEARNEY DECLARING THE CITY'S INTENT TO OPERATE SEPARATE WATER AND SEWER SYSTEMS AND TO AMEND CHAPTER 700 OF TITLE VII OF THE CITY'S CODE OF ORDINANCES FOR PURPOSES OF CATEGORIZING THE CITY'S SEWER AND WATER SYSTEMS AS SEPARATE SYSTEMS AS OPPOSED TO A COMBINED SYSTEM.

WHEREAS, the Code of Ordinances ("Code") for the City of Kearney ("City") currently categorizes its water and sewer systems as a combined system; and

WHEREAS, the Board of Aldermen ("Board") desires to create a clear delineation between the water and sewer systems by categorizing them as separate systems in the City's Code.

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

Section 1. The Board of Aldermen hereby recognizes that the City has maintained and operated its water and sewer systems as a combined waterworks and sewerage system in accordance with Sections 250.020 and 250.030, RSMo. This ordinance shall serve to repeal any prior ordinance which declares the City's intent to operate a combined waterworks and sewerage system and the City shall hereafter operate separate waterworks and sewerage systems in accordance with Chapter 250, RSMo.

Section 2. The City Code is hereby amended by amending the following sections of Article II of Chapter 700 of the City's Code as follows with boldened font representing new language and struck through font representing deleted language:

Section 700.020 Bills for Services Rendered Monthly

Bills for water and sewerage services shall be rendered monthly as such services occur. The City Clerk or other officer or representative of the City designated to prepare and render bills for water and sewerage services **as separate bills for sewer and water respectively**, shall calculate monthly to each customer **separate** ~~a combined~~ bills for **both** such water and sewerage services. All bills shall be due and payable at the office of the City Clerk during the regular hours of business from and after the date of the rendition thereof.

Section 700.030 Delinquent Bills – Disconnection of Service – When

- A. If any bill for water ~~and or~~ sewerage service shall remain due and unpaid after the tenth (10th) of the month next following the date of rendition thereof, such bill shall become delinquent and an additional charge of ten percent (10%) thereof shall be added thereto, and an additional ten percent (10%) shall be added for each additional thirty (30) days thereafter.
- B. If any bill for water ~~and or~~ sewer service shall be unpaid for as long as thirty (30) days after delinquency, **water** service to such customer may be discontinued and shall not be reconnected until all past due bills are paid in full, together with a reconnection charge of twenty-five dollars (\$25.00). It shall be the duty of the City Clerk to notify the Water and Sewer Superintendent, and he/she shall proceed to cause water service

to such customer to be disconnected. When a reconnection is made after regular business hours at the request of the customer, an additional twenty-five dollars (\$25.00) shall be assessed as an overtime charge.

Sections 700.040 Failure to Obtain Metered Measurement

In case of failure to obtain the metered measurement of water delivered to any customer for any reason, the City Clerk may deliver **both** the monthly water and sewerage service bills based on the most recent period of metered consumption. An overage or underage shall be adjusted at the time of the next metered bill.

Section 3. The City Code is hereby amended by amending the following sections of Article III of Chapter 700 of the City's Code as follows with boldened font representing new language and struck through font representing deleted language:

Section 700.110 Water User Charges – Customers Connected to **Both** Water and Sewer Systems.

- A. The monthly rates required which shall be charged and collected by the City of Kearney, Missouri for water and water service furnished by the ~~combined waterworks system and sewerage system~~ of the City of Kearney, Missouri, shall be as follows

Meter Size	Monthly Water Service Charge
5/8" X 3/4"	\$5.00
1"	\$9.00
2"	\$17.50
4"	\$60.00

\$11.27 – 1,000 gallons minimum, plus above respective service charge
\$0.982 per 100 gallons (1,000 – 2, 000 gallons)
\$0.881 per 100 gallons – all over 2,000 gallons

For City Senior Residents over the age of sixty-five (65) having a water account in their name, a \$4.00 per month credit shall be given on said monthly service charge upon notification of the Water Department.

The aforesaid amounts to be charged for water and water service and sewerage service do not include the Missouri State Sales Tax, and such tax shall be computed and added thereto.

- B. Customers outside the City limits of Kearney shall pay an additional one hundred percent (100%) of the applicable user charge fee and connection fee.
- C. For any new water service connection to a main, the following charges shall apply to customers receiving both City water and

sewer services:

		Secondary Meter Serving Same Location (for irrigation purposes)
5/8 x 3/4 inch meter	\$2,460.00	\$900.00
1 inch meter	\$2,660.00	\$1,200.00
2 inch meter	\$3,460.00	\$2,400.00

Section 700.130 Sewer User Charges – Customers Connected to **Both** Water and Sewer Systems.

- A. The monthly rates required and which shall be charged and collected by the City of Kearney, Missouri, for sewer and sewer service furnished by the ~~combined waterworks and~~ sewerage system of the City of Kearney, Missouri, shall be as follows:

Meter Size	Monthly Sewer Service Charge
5/8" X 3/4"	\$5.00
1"	\$9.00
2"	\$17.50
4"	\$60.00

\$12.55 – 1,000 gallons minimum, plus above respective service charge
 \$0.798 per 100 gallons (1,000 – 2,000 gallons)
 \$0.709 per 100 gallons – all over 2,000 gallons

For City Senior Residents over the age of sixty-five (65) having a sewer account in their name, a \$4.00 per month credit shall be given on said monthly service charge upon notification of the Water Department.

The aforesaid amounts to be charged for water and water service and sewage service do not include the Missouri State Sales Tax, and such tax shall be computed and added thereto.

- B. Customers outside the City limits of Kearney shall pay an additional one hundred percent (100%) of the applicable user charge fee.
- C. For any new sewer service connection to a main, the following charges shall apply to customers receiving both City water and sewer services:

3/4" inch residential sewer connection fee \$1,530.00

- D. Customers outside the City limits of Kearney shall pay an additional one hundred percent (100%) of the applicable connection fee.

Section 700.135 Sewer User Charges – Sewer Only Customers.

- A. The monthly rate required and which shall be charged and collected by the City of Kearney, Missouri, for sewer and sewer service furnished by the ~~combined waterworks and~~ sewerage system of the City of Kearney, Missouri, shall be as follows:

Sewer User Charge — Sewer Only Customers	
Minimum Charge:	\$75.37 for up to 1,000 gallons
	\$0.798 per 100 gallons (1,000 — 2,000 gallons)
	\$0.709 per 100 gallons — all over 2,000 gallons
Flat Sewer Charge when no meter readings are available:	\$118.94 per month

The aforesaid amounts to be charged for water and water service and sewer service do not include the Missouri State Sales Tax, and such tax shall be computed and added thereto.

- B. Customers outside the City limits of Kearney shall pay an additional one hundred percent (100%) of the applicable user charge fee.
- C. For any new sewer service connection to a main, the following connection charges shall apply to customers receiving only sewer services:
- | | |
|--|------------|
| 3/4" inch residential sewer connection fee | \$4,206.00 |
|--|------------|
- D. Customers outside the City limits of Kearney shall pay an additional one hundred percent (100%) of the applicable connection fee.
- E. This Section shall only apply to sewer only customers connecting after the effective date of this Section.

Section 4. This ordinance shall be in full force and effect from and after April 1, 2023.

Section 5. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF
KEARNEY, MISSOURI, THIS _____ DAY OF _____, 2023.**

APPROVED:

ATTEST:

Randy Pogue, Mayor

Sheila Ernzen, City Clerk

AN ORDINANCE OF THE CITY OF KEARNEY, MISSOURI, AMENDING CHAPTER 620 OF THE CITY'S CODE OF ORDINANCES TO ADD A NEW SECTION 620.030 MAINTAINING THE RATES OF GROSS RECEIPTS TAXES FOR ALL APPLICABLE UTILITIES OPERATING WITHIN THE CITY

WHEREAS, the City of Kearney, Missouri imposes by ordinance business license taxes on the gross receipts of certain utilities operating in the City; and

WHEREAS, Section 393.275, RSMo, requires cities to roll back the rate of a city's business license tax on a utility within sixty (60) days of the effective date of a tariff increase approved by the Missouri Public Service Commission for the utility in excess of seven percent (7%) unless such cities pass an ordinance to maintain the existing rate; and

WHEREAS, the Missouri Public Service Commission approved a rate increase within the City for the City's current gas service provider, Spire, of greater than seven percent (7%) with an effective date of January 19, 2023 and sixty (60) days from that date is March 19, 2023; and

WHEREAS, in accordance with Section 393.275.2, RSMo, the Board of Aldermen desires to amend the City Code to maintain the rate of the City's business license tax at five percent (5%) of the gross receipts derived from the sale of gas services without regard to the amount of any tariff increase now and in the future; and

WHEREAS, the Board of Aldermen also desires to provide that the rates of the City's business license taxes as established by ordinance for any utility company doing business in the City that is subject to Section 393.275.2, RSMo, shall also remain at the rate set by ordinance without regard to the amount of any tariff increase now and in the future.

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

SECTION 1. The City Code is hereby amended by the addition of a new Section 620.030 which shall hereafter read as follows:

Pursuant to Section 393.275, RSMo., and any and all other applicable authority, the City shall maintain the tax rates of its franchise fees and business license taxes on gross receipts for all utilities operating within the City that are subject to Section 393.275, RSMo, including, but not limited to, gas, electric, sewer, and water utilities without reduction, notwithstanding any periodic fluctuations in the tariffs of such utility corporations or any notice thereof,

including, but not limited to, notice sent under Section 393.275, RSMo., as amended.

**PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE
MAYOR OF THE CITY OF KEARNEY, MISSOURI, THIS _____ DAY OF
_____, 2023.**

**APPROVED: _____
Randy Pogue, Mayor**

**ATTEST: _____
Sheila Ernzen, Clerk/Administrator**

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of Spire Missouri, Inc. d/b/a)
Spire's Request for Authority to Implement a)
General Rate Increase for Natural Gas)
Service Provided in the Company's Missouri)
Service Areas)
File No. GR-2022-0179

ORDER TO PROVIDE NOTICE TO CITIES AND COUNTIES OF GAS RATE INCREASE AS REQUIRED BY SECTION 393.275.1, RSMO

Issue Date: January 18, 2023

Effective Date: January 18, 2023

Section 393.275.1, RSMo requires the Commission to notify the governing body of each city or county imposing a business license tax on gross receipts of any gas corporation of any approved rate increase for that gas corporation that exceeds seven percent. Further, the statute requires the Commission to:

include with such notice to any city or county the percentage increase approved for the utility, together with an estimate of the annual increase in gross receipts resulting from the tariff increase on customers residing in that city or county.

Section 393.275.2 then requires the taxing authority to take certain actions in response to that notice. The statute does not give the Commission authority to review the actions taken by the taxing authority, nor does it require the taxing authority to inform the Commission of those actions.

On November 30, 2022, the Commission approved an increase in Spire Missouri, Inc. d/b/a Spire's annual revenues, from its provision of gas service, by more than seven percent.

As required by the statute and Commission Rule 20 CSR 4240-10.060(1), Spire has submitted a list of the cities and counties within its service territory that impose a

business license tax on its gross receipts, along with an estimate of the annual increase in gross receipts resulting from the rate increase on customers residing in that city or county. That list and revenue increase estimate is attached to this Notice.

THE COMMISSION ORDERS THAT:

1. The Commission's Data Center shall provide a copy of this order to each city or county identified by Spire.
2. This order is effective when issued.



BY THE COMMISSION

A handwritten signature in blue ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

John T. Clark, Senior Regulatory Law Judge,
by delegation of authority pursuant to
Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri,
on this 18th day of January, 2023.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Spire Missouri Inc. d/b/a	)	
Spire's Request for Authority to Implement	)	
a General Rate Increase for Natural Gas	)	Case No. GR-2022-0179
Service Provided In the Company's Missouri	)	
Service Areas	)	

**SPIRE MISSOURI'S RESPONSE TO COMMISSION ORDER DIRECTING FILING OF
INFORMATION REQUIRED BY SECTION 393.275.1, RSMO**

COMES NOW Spire Missouri Inc. d/b/a/ Spire ("Spire Missouri" or the "Company"), by and through counsel, and files this Response to the Missouri Public Service Commission ("Commission") Order on January 4, 2023, stating the following:

1. On January 4, 2023, the Commission issued an Order directing Spire Missouri to file the information required by Section 393.275.1 RSMo and Commission Rule 20 CSR 4240-10.060 by January 17, 2023.

2. Section 393.275.1 RSMo requires the Commission to notify the governing body of each city or county that impose a business license tax if an approved utility rate increase exceeds seven percent.

3. To assist in preparing the required statutory notice, Commission Rule 20 CSR 4240-10.060 requires the affected utility to provide the Commission a list of all cities and counties within its certificate area that impose a business license tax on the corporation's gross receipts, together with the name, mailing address, and title (that is collector, treasurer, clerk) of the official responsible for administration of the gross receipts tax in each of the listed cities and counties.

4. Attached hereto as Exhibit A is the information required by Commission Rule 20 CSR 4240-10.060 to assist the Commission in complying with 393.275.1 RSMo.

WHEREFORE Spire respectfully requests that the Commission accept this Response to its Order filed on January 4, 2023.

Respectfully submitted,

/s/ J. Antonio Arias

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ATTORNEYS FOR SPIRE MISSOURI INC.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail to all counsel of record on this 17th day of January 2023.

/s/ Lew Keathley

Lew Keathley

SPRING MISSOURI INC
GROSS RECEIPT TAX TOWNS

TOWN NAME	ADDRESS LINE1	ADDRESS LINE2	ADDRESS LINE3	CITY	STATE	ZIP	GRT Expense 1/1/22 - 12/31/22	Estimated Increase
CITY OF AIBA	PO BOX 108	CITY COLLECTOR		AIBA	MO	64830	5,104.09	137.54
CITY OF AIAA	PO BOX 229			AIAA	MO	64001	11,340.67	1,638.73
CITY OF ANDERSON	PO BOX 397	CITY COLLECTOR		ANDERSON	MO	64831	13,892.69	1,978.62
CITY OF ARMSTRONGS	PO BOX 287	CITY COLLECTOR		ARMSTRONGS	MO	65230	1,321.20	624.41
CITY OF ARNOLD	7101 REFFCO BLVD			ARNOLD	MO	63010-2742	461,462.57	36,549.42
CITY OF ASH GROVE	PO BOX 735	101 N CALHOUN		ASH GROVE	MO	65604-8911	22,039.46	3,184.70
CITY OF AURORA	PO BOX 30	CITY COLLECTOR		AURORA	MO	65605	182,882.87	26,426.57
CITY OF AVONDALE	3007 NE STATE RT 10	CITY CLERK		KANSAS CITY	MO	64117	15,703.07	2,269.09
CITY OF BALSWIN	1 GOVERNMENT CTR			BALSWIN	MO	63011	861,120.18	68,700.77
CITY OF BATES CITY	PO BOX 225	CITY COLLECTOR		BATES CITY	MO	64011	7,575.17	1,094.61
CITY OF BEL-NOR	8416 NATURAL BRIDGE	CITY CLERK		SAINT LOUIS	MO	63171-4550	50,917.78	4,022.69
CITY OF BELLA VILLA	751 AVE H			SAINT LOUIS	MO	63175-1435	15,275.42	1,709.81
CITY OF BELLEFONTAINE NEIGHBORS	9641 BELLEFONTAINE RD			SAINT LOUIS	MO	63137-1818	338,884.71	26,839.67
CITY OF BELLERIVE ACRES	7709 NATURAL BRIDGE RD	CITY CLERK		SAINT LOUIS	MO	63121	3,206.58	251.56
CITY OF BELTON	506 MAIN ST			BELTON	MO	64012	677,148.33	97,847.83
CITY OF BERKELEY	8425 AIRPORT RD			BERKELEY	MO	63134-2006	363,726.87	28,807.17
CITY OF BEVERLY HILLS	7150 NATURAL BRIDGE RD			SAINT LOUIS	MO	63123-5151	25,555.93	2,000.27
CITY OF BIRKINGS	PO BOX 207	CITY COLLECTOR		BIRKINGS	MO	65610	22,302.43	3,222.70
CITY OF BLACK JACK	12500 OLD JAMES TOWN RD			BLACK JACK	MO	63033-8509	77,209.09	6,334.56
CITY OF BLACKBURN	PO BOX 174	202 W MAIN ST		BLACKBURN	MO	65321	5,005.02	733.35
CITY OF BLUE SPRINGS	903 W MAIN ST	CITY COLLECTOR		BLUE SPRINGS	MO	64015-3709	1,143,134.22	165,183.89
CITY OF BONNE TERRE	108 N ALLEN ST			BONNE TERRE	MO	64626-1367	66,523.99	5,268.70
CITY OF BRICKENRIDGE HILLS	9523 SAINT CHARLES ROCK RD	ATTN: CITY CLERK		SAINT LOUIS	MO	63114-2636	17,404.37	1,378.43
CITY OF BRENTWOOD	2348 S BRENTWOOD BLVD			BRENTWOOD	MO	63144-7034	167,446.91	13,264.80
CITY OF BRIDGETON	12355 NATURAL BRIDGE RD			BRIDGETON	MO	63044-7040	593,645.11	47,444.69
CITY OF BUCKNER	PO BOX 377	CITY COLLECTOR		BUCKNER	MO	64016	52,771.20	7,673.44
CITY OF BYRNES HILL	141 OSAGE EXECUTIVE CIR			BYRNES HILL	MO	63051-3383	2,871.35	227.41
CITY OF CALVERTON PARK	57 YOUNG DR			SAINT LOUIS	MO	63135	37,165.87	2,945.54
CITY OF CAMERON	705 N MAIN	CITY COLLECTOR		CAMERON	MO	64429	155,165.21	22,421.37
CITY OF CARL JUNCTION	PO BOX 447	CITY COLLECTOR		CARL JUNCTION	MO	64834	31,727.51	13,254.63
CITY OF CARTERSVILLE	1200 E 35TH ST	CITY COLLECTOR		CARTERSVILLE	MO	64835-1655	26,610.12	3,815.16
CITY OF CARTHAGE	326 GRANT			CARTHAGE	MO	64836	310,333.34	44,843.75
CITY OF CASSVILLE	300 MAIN			CASSVILLE	MO	65675	53,984.36	7,800.74
CITY OF CENTERVIEW	PO BOX 155	CITY COLLECTOR		CENTERVIEW	MO	64019	2,384.24	344.52
CITY OF CHARLACK	R401 MIDLAND BLVD			SAINT LOUIS	MO	63114-5918	66,324.37	5,257.89
CITY OF CHESTERFIELD	650 CHESTERFIELD PKWY W	ATTN: SPECIAL USE PERMITS		CHESTERFIELD	MO	63017-0760	1,283,804.90	101,835.75
CITY OF CLARKSBURG	PO BOX 144	CITY COLLECTOR		CLARKSBURG	MO	65025	4,332.31	626.02
CITY OF CLAYTON	10 N BEMISTON AVE			CLAYTON	MO	63105-3304	792,548.47	62,769.84
CITY OF CLEVELAND	PO BOX 68	CITY COLLECTOR	209 W MAIN	CLEVELAND	MO	64724	10,574.76	1,538.05
CITY OF CLEVER	PO BOX 52	CITY COLLECTOR		CLEVER	MO	65621	24,270.83	4,952.13
CITY OF CONCORDIA	PO BOX 847	CITY COLLECTOR		CONCORDIA	MO	64020	57,004.57	7,514.66
CITY OF COOL VALLEY	100 SIGNAL HILL DR			SAINT LOUIS	MO	63121-1202	40,416.05	3,200.95
CITY OF CORDER	PO BOX 275	CITY COLLECTOR		CORDER	MO	64021	9,229.45	1,333.66
CITY OF COTTLEVILLE	5400 FIFTH ST			COTTLEVILLE	MO	63304	50,960.04	7,205.62
CITY OF COUNTRY CLUB HILLS	7422 DUNDEE AVE			SAINT LOUIS	MO	63136-1120	36,444.58	2,486.41
CITY OF CRANE	PO BOX 12	COLLECTOR		CRANE	MO	65633	36,861.10	5,326.43
CITY OF CRESTWOOD	1 DETWIN DR			SAINT LOUIS	MO	63126-1608	378,369.08	29,966.63
CITY OF CREVE COEUR	300 N NEW BALLAS RD			CREVE COEUR	MO	63141-7533	684,380.73	54,203.67
CITY OF CRYSTAL CITY	120 MISSISSIPPI AVE			CRYSTAL CITY	MO	63019-1634	104,910.12	8,308.88
CITY OF DEARBORN	PO BOX 86	CITY COLLECTOR		DEARBORN	MO	64430	11,717.58	1,693.19
CITY OF DEERWOOD	1415 CHAMBERS RD			SAINT LOUIS	MO	63135-7258	132,893.49	10,525.10
CITY OF DES PERES	12325 MANCHESTER RD			DES PERES	MO	63131-4316	158,976.80	15,600.55
CITY OF DESLOGE	300 N LINCOLN ST			DESLOGE	MO	63601-3502	38,813.17	3,074.00
CITY OF DESOTO	17 ROYD ST			DE SOTO	MO	63070-1747	55,369.56	7,553.27
CITY OF DIAMOND	PO BOX 8	COLLECTOR		DIAMOND	MO	64840	15,542.42	2,245.88
CITY OF DREXEL	PO BOX 710	COLLECTOR		DREXEL	MO	64742	18,578.80	2,684.64
CITY OF DUENWEG	PO BOX 105			DUENWEG	MO	64841-0105	19,211.19	2,776.02
CITY OF EAST LYNN	PO BOX 126	CITY COLLECTOR		EAST LYNN	MO	64743	4,675.37	675.58
CITY OF EDGERTON	PO BOX 80			EDGERTON	MO	64444	11,195.38	1,617.73
CITY OF EDMUNDSON	4440 HOLMAN LN			SAINT LOUIS	MO	63134-2808	5,330.86	422.20
CITY OF EL DORADO SPRINGS	155 W SPRING	CITY COLLECTOR		EL DORADO SPRINGS	MO	64744	46,073.38	6,657.40
CITY OF ELIZAVILLE	1 WEIS AVE			ELIZAVILLE	MO	63011-2107	330,359.71	26,167.46

SPRING MISSOURI INC.
CROSS RECEIPT TAX TOWNS

TOWN NAME	ADDRESS LINE1	ADDRESS LINE2	ADDRESS LINE3	CITY	STATE	ZIP	GRT Expense 1/1/22 - 12/31/22	Estimated Increase
CITY OF EVAHA	PO BOX 140	CITY COLLECTOR	EMMA	MO	65327		1,738.64	687.77
CITY OF EUREKA	PO BOX 125	100 CITY HALL DR	EUREKA	MO	63025-0425		197,690.88	15,657.12
CITY OF EXCELSIOR SPRINGS	201 E BROADWAY	CITY COLLECTOR	EXCELSIOR SPRINGS	MO	64024		271,935.78	39,294.73
CITY OF EXETER	PO BOX 112	CITY COLLECTOR	EXETER	MO	65647		6,325.83	914.09
CITY OF FARMINGTON	110 W COLUMBIA ST		FARMINGTON	MO	63640-1719		4,892.40	397.48
CITY OF FAYETTE	117 S MAIN		FAYETTE	MO	65248-1211		59,334.10	8,573.78
CITY OF FENTON	625 NEW SM LER MILL RD		FENTON	MO	63026-3511		193,030.45	15,788.01
CITY OF FERGUSON	110 CHURCH ST		FERGUSON	MO	63135-2411		670,471.50	53,104.37
CITY OF FESTUS	721 W MAIN ST		FESTUS	MO	63028-1719		155,860.01	12,345.70
CITY OF FLORENCE HILLS	7001 BRANDON AVE	ATTN: CITY COLLECTOR	SAINT LOUIS	MO	63136-2503		16,498.26	1,326.71
CITY OF FLOISSANT	955 SAINT FRANCOIS ST		FLOISSANT	MO	63031-4925		1,422,682.21	116,636.43
CITY OF FREDERICKTOWN	PO BOX 549	124 W MAIN ST	FREDERICKTOWN	MO	63845-0549		3,189.00	276.33
CITY OF FREEMAN	PO BOX 98	106 E MAIN	FREEMAN	MO	64746		9,613.24	1,389.11
CITY OF FRONTENAC	16555 CLAYTON RD		FRONTENAC	MO	63131-2915		55,868.19	4,424.76
CITY OF GARDEN CITY	PO BOX 207		GARDEN CITY	MO	64747		22,939.66	3,314.81
CITY OF GLADSTONE	7010 N HOLMES	FINANCIAL DIRECTOR	KANSAS CITY	MO	64118-2646		926,250.74	133,843.23
CITY OF GLENDALE	309 SMILEY RD		GLENDALE	MO	64068		11,701.76	1,650.83
CITY OF GOLDEN CITY	424 N SAPPINGTON RD		SAINT LOUIS	MO	63122-4763		277,898.30	22,009.55
CITY OF GOODMAN	PO BOX 127	CITY COLLECTOR	GOLDEN CITY	MO	64748		23,122.95	3,341.77
CITY OF GOWER	203 W BARKOW	CITY COLLECTOR	GOODMAN	MO	64843		8,742.39	1,197.03
CITY OF GRAM VALLEY	PO BOX 408	CITY COLLECTOR	GOWER	MO	64454		14,892.59	2,151.98
CITY OF GRANTVIEW	711 MAIN ST	CITY COLLECTOR	GRAM VALLEY	MO	64079		245,885.01	35,530.39
CITY OF GRANTVIEW	1200 MAIN ST		GRANTVIEW	MO	64030-2459		856,826.19	123,811.38
CITY OF GREEN PARK	11100 MUELLER RD STE 6		SAINT LOUIS	MO	63123-6950		6,547.16	6,541.86
CITY OF GREENDALE	2210 NORMANDY		SAINT LOUIS	MO	63171		17,106.81	1,354.86
CITY OF GREENFIELD	105 S GRAND		GREENFIELD	MO	65651		22,211.33	3,209.54
CITY OF GREENWOOD	709 W MAIN ST	COUNTY OF JACKSON	GREENWOOD	MO	64034-3642		315,778.41	16,729.68
CITY OF HARRISONVILLE	PO BOX 367	300 E PEARL ST	HARRISONVILLE	MO	64701-0367		219,457.32	31,711.58
CITY OF HAZELWOOD	415 CLM GROVE LN		HAZELWOOD	MO	63042-1917		31,481.89	24,827.77
CITY OF MERCURIANUM	1 PARKWOOD CT		MERCURIANUM	MO	63048-1211		75,911.29	6,012.97
CITY OF HIGGSVILLE	PO BOX 110	CITY COLLECTOR	HIGGSVILLE	MO	64037		102,468.67	14,606.77
CITY OF HILLSBORO	PO BOX 19		HILLSBORO	MO	63050-0019		35,102.86	2,788.07
CITY OF HOLDEN	101 W 3RD	CITY COLLECTOR	HOLDEN	MO	64040-1307		40,360.21	5,832.05
CITY OF HOLT	PO BOX 170	CITY COLLECTOR	HOLT	MO	64048		11,030.40	1,593.83
CITY OF HOUSTON LAKE	5355 NW WAGON TR	CITY COLLECTOR	KANSAS CITY	MO	64151-3331		14,249.21	2,059.01
CITY OF HOUSTONIA	PO BOX 17	CITY HALL CITY CLERK	HOUSTONIA	MO	65333		3,031.92	438.11
CITY OF HUGHESVILLE	205 MAIN ST	CITY CLERK	HUGHESVILLE	MO	65334		2,228.97	322.09
CITY OF INDEPENDENCE	PO BOX 1019	DIRECTOR OF FINANCE	INDEPENDENCE	MO	64051-0519		5,136,204.96	742,181.62
CITY OF JASPER	PO BOX 247	CITY COLLECTION	JASPER	MO	64755		18,664.31	2,645.99
CITY OF JENNINGS	2120 HORD AVE		JENNINGS	MO	63136-3606		401,022.00	31,760.94
CITY OF JOPLIN	301 E THIRD ST		JOPLIN	MO	64801		1,354,050.14	195,660.25
CITY OF KANSAS CITY MISSOURI	414 E 12TH ST 2ND FL	FINANCE DEPT/REVENUE DIVISION	KANSAS CITY	MO	64105-2780		17,419,418.50	2,517,305.97
CITY OF KEARNEY	PO BOX 797	CITY COLLECTOR	KEARNEY	MO	64060		198,348.24	28,661.32
CITY OF KINGSVILLE	PO BOX 32		KINGSVILLE	MO	64061		4,861.11	702.43
CITY OF KIRKLOCH	5825 MARTIN LUTHER KING BLVD		SAINT LOUIS	MO	63140-5003		7,839.16	678.78
CITY OF KIRKWOOD	139 S WARKWOOD RD		KIRKWOOD	MO	63122-4303		1,070,176.60	84,758.00
CITY OF KNOB HOSTER	216 N STATE	CITY COLLECTOR	KNOB HOSTER	MO	65236-1333		35,101.25	5,072.13
CITY OF LAQUE	9345 CLAYTON RD		SAINT LOUIS	MO	63124-1511		544,980.62	43,161.47
CITY OF LAKE LOTAWANA	300 LAKE LOTAWANA DR		LAKE LOTAWANA	MO	64086		84,741.57	12,772.91
CITY OF LAKE ST LOUIS	200 CIVIC CENTER DR	ATTN: BARB MENNEMEIER COLLECTOR	LAKE ST LOUIS	MO	63367-3028		273,947.78	21,696.65
CITY OF LAKE WAUKOMIS	1147 S SHORE DR		KANSAS CITY	MO	64151		25,658.73	3,713.47
CITY OF LAKE WINNEBAGO	10 W WINNEBAGO DR		LAKE WINNEBAGO	MO	64034-9373		34,476.50	4,991.91
CITY OF LAKESHIRE	10000 PUTTINGTON DR		SAINT LOUIS	MO	63123-5210		28,598.85	2,265.09
CITY OF LAMAR	1101 BROADWAY		LAMAR	MO	64759		19,365.70	17,248.34
CITY OF LAMONTE	PO BOX 147	110 E PINE	LAMONTE	MO	65337		15,168.28	2,194.71
CITY OF LANAGAN	PO BOX 116	CITY COLLECTOR	LANAGAN	MO	64847		2,941.72	475.08
CITY OF LATHROP	PO BOX 275	CITY COLLECTOR	LATHROP	MO	64465		46,372.13	6,700.77
CITY OF LAWSON	PO BOX 185	CITY COLLECTOR	LAWSON	MO	64062-0185		46,000.95	6,647.14
CITY OF LEADINGTON	12 WEIR ST		LEADINGTON	MO	63601-1463		8,691.69	688.38
CITY OF LEADWOOD	708 BANK ST		LEADWOOD	MO	63653-1158		11,926.81	941.61
CITY OF LEES SUMMIT	270 SE GREEN	FINANCE DEPT	LEES SUMMIT	MO	64063-2706		3,425,150.98	494,934.32
CITY OF LIBERTY	PO BOX 159	CITY HALL	LIBERTY	MO	64069		747,713.00	108,044.53

SPRINGFIELD MISSOURI
CROSS RECEIPT TAX TOWNS

TOWN NAME	ADDRESS LINE1	ADDRESS LINE2	ADDRESS LINE3	CITY	STATE	ZIP	GRT Expense		Estimated
							1/1/22 - 12/31/22	Increase	
CITY OF LOCKWOOD	PO BOX 0	CITY COLLECTOR	LOCKWOOD	MO		65682	25,921.41		3,745.64
CITY OF LONE JACK	207 N RYAN RD	COLLECTOR	LONE JACK	MO		64070	19,518.66		2,820.45
CITY OF MANCHESTER	14318 MANCHESTER RD		MANCHESTER	MO		63011-0072	321,818.08		25,487.99
CITY OF MAPLEWOOD	7601 MANCHESTER RD		MAPLEWOOD	MO		63143-2811	420,777.78		34,117.20
CITY OF MARIONVILLE	PO BOX 410	CITY CENTER	MARIONVILLE	MO		65705	38,485.46		5,551.92
CITY OF MARYLAND HEIGHTS	11911 DORSETT RD		MARYLAND HEIGHTS	MO		63043-2505	745,937.76		59,078.77
CITY OF MOLINE ACRES	2449 CHAMBERS RD		SAINT LOUIS	MO		63136-5554	46,137.74		3,654.07
CITY OF MOSBY	217 5TH ST		MONETT	MO		65708	176,523.36		25,507.63
CITY OF MOUNT VERNON	12312 FOURTH ST		MOSBY	MO		64073	1,242.40		193.98
CITY OF NECK CITY	PO BOX 70	CITY COLLECTOR	MOUNT VERNON	MO		65712	107,944.01		14,845.41
CITY OF NEOSHO	PO BOX 26	CITY COLLECTOR	NECK CITY	MO		64849	1,489.55		215.24
CITY OF NIXA	203 E MAIN ST	CITY COLLECTOR	NEOSHO	MO		64850	181,318.14		26,300.47
CITY OF NOEL	PO BOX 395	FRANCHISE TAX	NIXA	MO		65714	536,695.24		77,870.36
CITY OF NORBORN	PO BOX 1010		NOEL	MO		64854	22,731.50		3,285.14
CITY OF NORBORN	169 E 2ND ST	CITY COLLECTOR	NORBORN	MO		64668	17,981.42		2,588.75
CITY OF NORTH KANSAS CITY	7700 NATURAL BRIDGE RD		SAINT LOUIS	MO		63121-4914	152,047.21		12,042.14
CITY OF NORTHMOOR	7010 HOWELL	CITY COLLECTOR	KANSAS CITY	MO		64116-3526	353,926.65		51,147.40
CITY OF NORTHWOODS	4507 NW WALKOMIS DR	COLLECTOR	KANSAS CITY	MO		64151	14,224.87		7,055.49
CITY OF OAK GROVE	4600 OAKRIDGE BLVD		SAINT LOUIS	MO		63121-3009	194,343.37		15,391.99
CITY OF OAKLAND	1300 S BROADWAY		OAK GROVE	MO		64075-9218	120,170.86		17,357.46
CITY OF ODESSA	PO BOX 270511		SAINT LOUIS	MO		63122-0511	79,564.24		2,341.49
CITY OF OFALLON	PO BOX 128	CITY COLLECTOR	ODESSA	MO		64076	103,632.33		14,974.87
CITY OF OLIVETTE	100 N MAIN ST		O FALLON	MO		63866-2700	1,583,207.97		125,390.07
CITY OF OSBORN	9472 OLIVE BLVD		OLIVETTE	MO		63132-3131	427,504.86		33,850.08
CITY OF OVERLAND	PO BOX 67	151 W GEORGIE	OSBORN	MO		64474	7,137.36		1,031.35
CITY OF OZARK	5119 LACKLAND RD	CITY COLLECTOR	SAINT LOUIS	MO		63114-5410	571,463.88		41,799.91
CITY OF PACIFIC	PO BOX 295		OZARK	MO		65771-0795	384,377.88		55,542.53
CITY OF PAGEDALE	300 HOVEN DR		PACIFIC	MO		63069-1157	134,027.14		10,614.95
CITY OF PARK HILLS	1410 FERGUSON AVE		SAINT LOUIS	MO		63133-1720	134,774.10		10,674.11
CITY OF PARKVILLE	9 BENNETT ST		PARK HILLS	MO		63501-2013	79,082.80		5,789.16
CITY OF PASADENA HILLS	8950 CLARK AVE		PARKVILLE	MO		64157	179,369.87		25,513.28
CITY OF PECULIAR	3915 ROLAND BLVD		SAINT LOUIS	MO		63121-2919	27,691.44		7,209.00
CITY OF PEVELY	250 S MAIN ST	CITY COLLECTOR	PECULIAR	MO		64078	85,117.84		12,253.53
CITY OF PIERCE CITY	PO BOX 358		PEVELY	MO		63070-0258	55,301.65		4,373.89
CITY OF PILOT GROVE	1 FRISCO PL		PIERCE CITY	MO		65773	72,147.35		3,224.66
CITY OF PILOT KNOB	PO BOX 122	CITY COLLECTOR	PILOT GROVE	MO		65276-0172	11,859.50		2,002.76
CITY OF PINE LAWN	PO BOX 188		PILOT KNOB	MO		63663-0188	11,293.06		693.62
CITY OF PINEVILLE	6250 STEVE MARRE AVE		SAINT LOUIS	MO		63121-3503	77,142.22		6,168.66
CITY OF PLATTE WOODS	PO BOX 592	CITY COLLECTOR	PIREVILLE	MO		64856	10,085.64		1,457.37
CITY OF PLEASANT HILL	6750 NW TOWER DR	CITY COLLECTOR	KANSAS CITY	MO		64151-1528	18,146.19		2,622.12
CITY OF PLEASANT VALLEY	703 PALM	CITY COLLECTOR	PLEASANT HILL	MO		64080-1625	142,515.59		20,593.50
CITY OF POPLAR BLUFF	8500 ROYAL		PLEASANT VALLEY	MO		64068	64,223.60		9,287.54
CITY OF PURCELL	501 VINE ST		POPLAR BLUFF	MO		63501	234,885.74		18,602.93
CITY OF PURDY	PO BOX 10		PURCELL	MO		64857	4,740.77		612.79
CITY OF RAYMOND	101 FRONT ST		PURDY	MO		65734	15,635.87		2,259.38
CITY OF RAYMOND	PO BOX 34488	CITY COLLECTOR	KANSAS CITY	MO		64116	1,500.93		216.83
CITY OF RAYMOND	100 MUNICIPAL CIR		RAYMOND	MO		64083	641,748.33		92,731.63
CITY OF RAYMOND	10000 E 59TH ST		KANSAS CITY	MO		64133-3915	1,173,958.95		162,412.07
CITY OF REPUBLIC	213 N MAIN	FINANCE DEPT	REPUBLIC	MO		65728	333,096.96		48,132.42
CITY OF RICHMOND HEIGHTS	1370 S BIG BEND BLVD		RICHMOND HEIGHTS	MO		63117-2202	327,308.08		25,922.80
CITY OF RIVERSIDE	2550 HWY WYCON RD		KANSAS CITY	MO		64150	156,439.41		22,605.49
CITY OF ROCK HILL	320 W THORNTON		SAINT LOUIS	MO		63119-1312	217,010.62		16,792.83
CITY OF SARCOXIE	PO BOX 130	CITY COLLECTOR	SARCOXIE	MO		64862	26,172.41		3,781.91
CITY OF SAVANNAH	402 COURT ST	COLLECTOR	SAVANNAH	MO		64485	82,636.88		11,941.03
CITY OF SENECA	PO BOX 485	CITY COLLECTOR	SENECA	MO		64865	29,944.82		4,327.03
CITY OF SHELTON	PO BOX 500		SHELTON	MO		64784	5,149.10		744.04
CITY OF SHREWSBURY	5200 SHREWSBURY AVE		SAINT LOUIS	MO		63119-4939	159,828.00		15,626.38
CITY OF SLATER	737 N MAIN	CITY COLLECTOR	SLATER	MO		65349-1405	55,487.53		8,017.95
CITY OF SMITHVILLE	107 W MAIN ST		SMITHVILLE	MO		64089	132,779.64		19,186.66
CITY OF SOUTHWEST CITY	PO BOX 313	CITY COLLECTOR	SOUTHWEST CITY	MO		64663	7,923.11		1,141.69
CITY OF ST ANN	10405 SAINT CHARLES ROCK RD		SAINT ANN	MO		63074-1815	343,897.22		27,236.66
CITY OF ST CHARLES	700 N 2ND ST	ATTN: DON J. BUEHLE	SAINT CHARLES	MO		63301-2851	1,726,380.84		136,729.36

SPRING MISSOURI INC
GROSS RECEIPT TAX TOWNS

TOWN NAME	ADDRESS LINE1	ADDRESS LINE2	ADDRESS LINE3	CITY	STATE	ZIP	GRT Expense 1/1/22 - 12/31/22	Estimated Increase
CITY OF ST. CLAIR	1 PAUL PARKS DR			SAINT CLAIR	MO	63077-1177	108,042.80	8,556.95
CITY OF ST. JOHN	8944 SAINT CHARLES ROCK RD			SAINT LOUIS	MO	63114-4200	142,046.08	11,750.05
CITY OF ST. JOSEPH	1400 FREDERICK AVE RM 107	CITY HALL		SAINT JOSEPH	MO	64501	913,841.75	132,050.13
CITY OF ST. LOUIS	1200 MARKET ST RM 311			SAINT LOUIS	MO	63103-2806	8,710,200.59	689,847.91
CITY OF ST. PETERS	PO BOX 9			SAINT PETERS	MO	63376-0090	1,074,555.88	85,105.62
CITY OF STE. GENEVIEVE	165 S FOURTH ST			SAINT GENEVIEVE	MO	63670	91,034.10	7,209.91
CITY OF STEWARTSVILLE	PO BOX 270	CITY COLLECTOR		STEWARTSVILLE	MO	64480	17,833.32	1,854.41
CITY OF STOCKTON	PO BOX 550	CITY COLLECTOR		STOCKTON	MO	65785	16,553.88	2,392.04
CITY OF SUGAR CREEK	303 S SHELING	CITY COLLECTOR		SUGAR CREEK	MO	64054	169,048.11	24,427.45
CITY OF SULLIVAN	210 W WASHINGTON ST			SULLIVAN	MO	63080-1944	83,937.43	6,651.80
CITY OF SUNSET HILLS	3939 S LINDBERGH BLVD			SAINT LOUIS	MO	63127-1309	294,182.71	23,299.27
CITY OF SWEET SPRINGS	324 S MILLEN ST	CITY COLLECTOR		SWEET SPRINGS	MO	65351	23,783.08	3,436.66
CITY OF TIPTON	PO BOX 517	101 E MONTEAU		TIPTON	MO	65081-0517	46,195.21	6,675.71
CITY OF TOWN & COUNTRY	1011 MUNICIPAL CENTER DR			SAINT LOUIS	MO	63131-1133	139,630.51	11,042.90
CITY OF TRIMBLE	PO BOX 873	CITY COLLECTOR		Trimble	MO	64492	14,110.13	7,038.91
CITY OF UNION	500 E LOCUST ST			UNION	MO	63084-1810	108,451.81	8,589.38
CITY OF UNIVERSITY CITY	6801 DEL MAR BLVD			SAINT LOUIS	MO	63120-3104	1,705,863.70	135,034.37
CITY OF VELDIA CITY	7500 LUCAS & HUNT RD			SAINT LOUIS	MO	63121	33,276.57	2,635.50
CITY OF VERONA	PO BOX 158	CITY COLLECTOR		VERONA	MO	65760	8,881.91	1,276.21
CITY OF WHITE PARK	8374 ANGLANO BLVD			SAINT LOUIS	MO	63114-5925	117,119.87	9,275.69
CITY OF WALNUT GROVE	PO BOX 66			Walnut Grove	MO	65770-0066	8,899.87	1,855.16
CITY OF WARRENSBURG	302 S HOLDEN	CITY COLLECTOR		WARRENSBURG	MO	64093	371,073.23	53,620.08
CITY OF WARSON WOODS	10015 MANCHESTER RD			SAINT LOUIS	MO	63122-1825	106,903.14	8,466.73
CITY OF WASHINGTON	405 JEFFERSON ST			WASHINGTON	MO	63090-7607	209,338.37	16,579.20
CITY OF WAVERLY	PO BOX 162	CITY COLLECTOR		WAVERLY	MO	64096	16,465.25	2,382.12
CITY OF WEAVERBY LAKE	7200 NW EASTDALE DR	CITY COLLECTOR		KANSAS CITY	MO	64157-1842	117,918.72	17,039.26
CITY OF WEBB CITY	PO BOX 30	CITY COLLECTOR		WEBB CITY	MO	64870	208,077.97	30,067.27
CITY OF WEBSTER GROVES	4 E LOCKWOOD AVE			WEBSTER GROVES	MO	63119-3020	880,861.76	69,764.75
CITY OF WELDON SPRING	5401 INDEPENDENCE RD			WELDON SPRING	MO	63324-7845	88,373.57	6,599.19
CITY OF WELSTON	1414 EVERGREEN AVE			SAINT LOUIS	MO	63133-2238	41,904.89	3,556.47
CITY OF WENTZVILLE	1001 SCHROEDER CREEK BLVD			WENTZVILLE	MO	63385	62,123.34	4,920.17
CITY OF WILLOWOOD	16860 MAIN ST			WILLOWOOD	MO	63040	603,522.56	47,759.02
CITY OF WILLARD	PO BOX 187	CITY TREASURER		WILLARD	MO	65741	54,492.62	7,874.18
CITY OF WINCHESTER	109 LINDY BLVD			WINCHESTER	MO	63021-5249	34,662.19	2,745.25
CITY OF WINDSOR	110 W BENTON	CITY COLLECTOR		WINDSOR	MO	65360-1166	48,566.13	7,017.81
CITY OF WOOD HEIGHTS	2098 E RIDGE DR			WOOD HEIGHTS	MO	64024	13,406.85	1,937.29
CITY OF WOODSON TERRACE	4323 WOODSON RD			SAINT LOUIS	MO	63134-3710	83,318.17	6,598.80
COLLECTOR VALLEY PARK	320 BENTON ST			VALLEY PARK	MO	63089-1735	142,627.11	11,296.07
ST LOUIS COUNTY	41 S CENTRAL AVE 4TH FL	DIVISION OF LICENSES		CLAYTON	MO	63105-1719	6,227,683.17	403,732.51
TOWN OF CARROLLTON	266 W WASHINGTON AVE	CITY COLLECTOR		CARROLLTON	MO	64633	107,707.00	15,563.66
VILLAGE OF AIRPORT DRIVE	25150 DFMOTT DR	VILLAGE COLLECTOR		JOPLIN	MO	64601	11,406.03	1,648.18
VILLAGE OF BALDWIN PARK	PO BOX 382	ATTN DEBRA DAVIDSON VILLAGE CLK		PLEASANT HILL	MO	64060	1,253.49	181.13
VILLAGE OF BIRMINGHAM	315 CLAY AVE			KANSAS CITY	MO	64161	3,356.87	485.07
VILLAGE OF BUTTERFIELD	PO BOX 235			CASSVILLE	MO	65025	5,569.99	804.85
VILLAGE OF CLAYCOMO	115 E 69 HWY	CITY COLLECTOR		KANSAS CITY	MO	64119	41,810.99	6,013.13
VILLAGE OF DENNIS ACRES	PO BOX 4954			JOPLIN	MO	64603-4054	511.33	73.89
VILLAGE OF FERRELLVIEW	205 HEADY AVE			FERRELLVIEW	MO	64163	433.10	61.58
VILLAGE OF FREISTATT	105 E THIRD ST	CITY COLLECTOR		FREISTAT	MO	65654	3,542.37	511.87
VILLAGE OF GRAYSON	PO BOX 2	CITY CLERK		Trimble	MO	64492	840.75	121.42
VILLAGE OF JERICHO SPRINGS	202 S AVENUE ST			Jericho Springs	MO	64755	1,599.17	231.05
VILLAGE OF MOUNT LEONARD	202 N BLACKSTONE ST			MALTA BEND	MO	65339	908.52	131.28
VILLAGE OF OAKS	3724 NE 72ND TER	ATTN: MARY MEHARD CLERK		Gradstone	MO	64119	3,763.65	543.85
VILLAGE OF OAKVIEW	PO BOX 10766			KANSAS CITY	MO	64118	9,725.48	1,405.33
VILLAGE OF OAKWOOD	6004 NE POPLAR DR	VILLAGE COLLECTOR		KANSAS CITY	MO	64118	6,126.45	885.56
VILLAGE OF OAKWOOD PARK	PO BOX 41762			KANSAS CITY	MO	64118	4,867.57	703.42
VILLAGE OF PRATHERSVILLE	25414 COUNTY PARK CRL			EXCELSIOR SPRINGS	MO	64024	2,927.31	423.00
VILLAGE OF TURNER	PO BOX 216			TURNER	MO	64493	4,198.76	606.72
VILLAGE OF WENTWORTH	PO BOX 126	CITY COLLECTOR		WENTWORTH	MO	64873	2,246.34	321.71
VILLAGE OF WEST SULLIVAN	PO BOX 765			SULLIVAN	MO	63060-0765	870.99	68.98
							84,695,830.00	

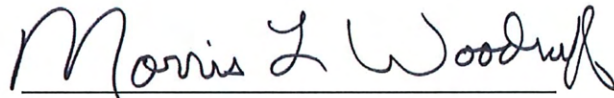
STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 18th day of January, 2023.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

January 18, 2023

File/Case No. GR-2022-0179

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clerk@andrewcountymo.gov

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Barry County Courthouse
Cassville, MO 65625

County of Barton, Missouri
County Commission Clerk
1004 Gulf, Room 104
Barton County Courthouse
Lamar, MO 64759
countyclerk@countyofbarton.com

County of Buchanan, Missouri
County Commission Clerk
411 Jules, Rm. 121
Buchanan County Courthouse
St. Joseph, MO 64501
MaryBaack-
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County Commission Clerk
100 N. Main, Room 202
Butler County Courthouse
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tdbutler@tcmx.net

County of Carroll, Missouri
County Commission Clerk
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Carroll County Courthouse
Carrollton, MO 64633
countyclerk@carrollmo.org

County of Cass, Missouri
County Commission Clerk
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Cass County Courthouse
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jffletcher@casscounty.com

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113 South St., Cedar County
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P.O. Box 665
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County Commission Clerk
100 W Church, Rm. 206
Christian County Courthouse
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kaybrown@christiancountymo.gov

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1 Courthouse Sq.
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PO Box 248
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940 Boonville, Rm. 113
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729 Maple, Jefferson County
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300 N. Holden
Johnson County Courthouse
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Pettis County Courthouse
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Marshall, MO 65340
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County of St. Francois, Missouri
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1 N. Washington, Ste 206
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Ste. Genevieve County Courthouse
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WoodRiver Energy, LLC

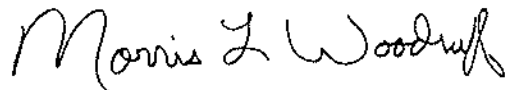
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WoodRiver Energy, LLC

Alex Goldberg
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Denver, CO 80210
alexgoldberg@eversheds-
sutherland.us

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



Morris L. Woodruff
Secretary

Distributed to all cities and counties within Spire's service territory that impose a business license tax on its gross receipts

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.

RESOLUTION NO. 12-2023

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT BETWEEN KEARNEY ENRICHMENT COUNCIL (KEC), AND THE CITY OF KEARNEY, MISSOURI TO HOST A LAWN TRACTOR PULL IN THE JESSE JAMES PARK RODEO ARENA.

WHEREAS, Kearney Enrichment Council desires to have a Lawn Tractor Pull on Saturday, June 3rd, 2023 in the evening, in the Rodeo arena, located in Jesse James Park.

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

Section 1. The Mayor is authorized to sign a Contract with and between KEC & CITY OF KEARNEY for the purpose of allowing KEC use of Jesse James Park Rodeo Arena to host a Lawn Tractor Pull to be held Saturday, June 3rd, 2023 in Jesse James Park. KEC will procure and add the City as an additional insured on insurance in a minimum amount of \$3,258,368.00 equal to the current sovereign immunity combined limits as set by the Missouri Department of Insurance, and additionally \$488,755.00 for any one person in a single accident or occurrence **“The City of Kearney shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable. Nothing in this Section shall reflect an intent by the City of Kearney to waive any defenses of sovereign and governmental immunity.”**

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI THIS 6th DAY OF MARCH, 2023.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Administrator

RESERVATION OF PARK AGREEMENT

This Reservation of Park Agreement entered into this 6th day of March 2023, between the City of Kearney, Missouri, a municipal corporation (City) and Kearney Enrichment Council, (KEC), a Missouri Not for Profit Corporation or Organization.

WHEREAS, (KEC) desire to have a Lawn Tractor Pull on Saturday, June 3rd, 2023 in the evening, in the Rodeo arena, located in Jesse James Park; and

WHEREAS, in order to assure the use of the municipal park for such Lawn Tractor Pull, under such terms as may be beneficial to the citizens of the City;

NOW THEREFORE, the parties agree as follows:

1. This event does not interfere or conflict with a city, or other organizations' scheduled event in the park or at the amphitheater.
2. (KEC) requests and is granted a reservation to use City park land as so to conduct the Lawn Tractor Pull located at the Rodeo arena.
3. Such Lawn Tractor Pull will be conducted by (KEC) as a Not-for-Profit Organization, and (KEC) will indemnify and hold City harmless from any liability for matters arising out of the use of said park land and any activities occurring thereon. (KEC) will procure and add the City as an additional insured on insurance in a minimum amount equal to the current sovereign immunity combined limits, \$3,258,368.00 as set by the Missouri Department of Insurance, in addition to \$488,755.00 for any one person in a single accident or occurrence. Policy needs to be in hands of City of Kearney, no later than 30 days prior to event. **"The City of Kearney shall have no duty to pay damages unless the defenses of sovereign and governmental immunity are inapplicable. Nothing in this Section shall reflect an intent by the City of Kearney to waive any defenses of sovereign and governmental immunity."**
4. (KEC) agree that its use of the Jesse James Park shall be subject to the following rules of use:
 - A. The (KEC) Lawn Tractor Pull will be held in the Rodeo arena. The cost of using the facilities is \$400 per day.
 - B. The Rodeo arena area will be furnished with ample trash cans for the use of the event. At the conclusion, all trash must be picked up and trash dumped in to the dumpster located NE of rodeo arena. Failure to do so will be assessed \$250 for cleaning of area.

- C. Portable toilets rentals will be required for event to take place. City of Kearney toilets will not be moved. Bleachers will not be moved at the City expense. If damages are incurred to the park or structures from such event, (KEC) will be responsible for repair costs, to cover such and all repairs.
- D. Lights at the Rodeo grounds and Demolition Derby pit areas are “as is” condition. City of Kearney is not responsible for the workmanship of such lights.
- E. “It is agreed that the use of a portion of a public park for the KEC activity may cause damage to the public park which must be repaired after the event. KEC agrees that (a) City of Kearney Park staff will promptly evaluate extent of damage caused by the event, if any, (b) have such damage repaired by City staff on a time and materials basis or allow KEC to make necessary repairs providing KEC uses City approved materials and standards of workmanship. If KEC elects to make repairs, such repairs must be completed to City standards by 5:00 p.m. on following Wednesday or City will repair on a time and materials basis; (c) KEC will reimburse City for its incurred cost within fifteen (15) days of receiving an itemized bill. In the event of any dispute as to the extent of damage or cost of repair, KEC within fifteen (15) days of receiving the repair bill may appeal to the City Administrator whose decision will be final.”

5. If alcohol is served during this event Kearney Knights of Columbus will secure all licenses and permits needed to serve the alcoholic beverages at the event, and name the City of Kearney as an additional insured. Furthermore, (KEC) will secure the Kearney Knights of Columbus to do the actual serving of the alcoholic beverages. Profits guaranteed from income of alcohol and any food sales, shall be 20% of the gross sales to City of Kearney. Other arrangements of splitting sales of alcohol and food between Knights of Columbus and (KEC) will be between these two organizations. **If no alcohol is served, statement #5 does not apply to the contract. If food and beverages are served from other vendors, the same 20% of gross sales is guaranteed to City of Kearney.**

6. (KEC) will hire ample security for this event.

7. Total facility use fee to rent the rodeo arena area is **\$400 for the June 3rd event.**

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

CITY OF KEARNEY, MISSOURI

By: _____
Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Administrator

By: _____
KEC Representative