

BOARD OF ALDERMEN MEETING
Kearney City Hall 100 East Washington
6:30 pm, Tuesday, January 21, 2025

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

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

2. PUBLIC HEARING AND PERSONAL APPEARANCES

- A. Public Hearing to receive Public Comments of proposed text amendments to Municipal Code, Chapter 405 Zoning Regulations to increase minimum residential densities, allow flexibility by expanding land uses in the commercial and industrial zoning districts, and create an overlay district in the downtown area.
- B. Kearney High School Botany Presentation, Kaitlyn La Frenz and Students

3. OPEN PUBLIC COMMENTS

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

4. CONSENT AGENDA

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

- A. **Motion Approving the Minutes of the January 6, 2025, Board of Aldermen Meeting.**

Page 3

- B. **Motion Acknowledging Receipt of the December 2024 Municipal Division Summary Report for Municipal Court.**

Page 6

- C. Motion approving Resolution 02-2025

A Resolution Reappointing Lisa Cheesebrough to the Kearney Park and Tree Board.

Page 8

- D. Motion approving Resolution 03-2025

A Resolution Approving the Engineering Services Contract Agreement Between the City Of Kearney, Missouri and Olsson, Inc. for a Safety and Operational Analysis of the Intersection at Nation Road and 162nd Street.

Page 9

- E. Motion approving Resolution 04-2025

A Resolution Approving the Task Agreement Between the City of Kearney, Missouri and Olsson, Inc. for an Extension of the Nation Road Waterline.

Page 30

5. ORDINANCES

- A. Motion approving Bill No. 02-2025

Presented by Stephanie Harris, Finance Director

An Ordinance Approving the Reappropriation and Revision of the City of Kearney, Missouri Fiscal Year 2025 Adopted City Budget.

Page 60

- B. Motion approving Bill No. 03-2025

Presented by Mark Thomas, Police Chief

An Ordinance of the City of Kearney, Missouri, Imposing a Sales Tax for the Purpose of Improving Public Safety at the Rate of One-Half of One Percent, Pursuant to Section 94.903 of the Revised Statutes of the State of Missouri; Providing for Submission of the Proposal to the Qualified Voters of the City of Kearney, Missouri for Their Approval at the April 8, 2025, General Municipal Election; Designating the Form of Ballot; and Directing the City Clerk to Provide Notice of Said Election.

Page 61

6. RESOLUTIONS

- A. Motion approving Resolution 05-2025

Presented by Shelie Daniel, Public Works Director

A Resolution Approving the Addendum to the Contract for a New Elevated 1 Million Gallon Storage Tank Between the City of Kearney, Missouri and Caldwell Tanks, Inc.

Page 64

7. ITEMS FOR REVIEW AND PRESENTATION

- A. December Monthly Financial Report

Presented by Stephanie Harris, Finance Director

Page 72

- B. Chapter 405 Zoning Regulations of the Code of Ordinances of the City of Kearney, Missouri

Presented by David Pavlich, Community Development Director

Page 85

- C. City of Kearney Proposed Fiscal Year 2026 Budget Summary

8. MAYOR'S COMMUNICATIONS

- A. Placeholder

- B. Placeholder

9. CITY ADMINISTRATOR'S REPORT

- A. The next regular Board Meeting will be Monday, February 3, 2025, at 6:30pm

- B. Placeholder

10. ALDERMEN DISCUSSION

11. ADJOURN MEETING

MINUTES OF THE BOARD OF ALDERMEN

January 6, 2024, 6:30 pm, City Hall, 100 East Washington, Kearney, MO – Mayor Pogue presiding

Board members present in person included: Kathy Barger, Dan Holt, and David Lehman. Board members present via Zoom included: Ashton King. Staff members present in person included: Sheila Ernzen, City Administrator; Stephanie Harris, Finance Director; Sundi Hayes, Deputy City Clerk; David Pavlich, Community Development Director; Shelie Daniel, Public Works Director; Mark Thomas, Police Chief. Staff members present via Zoom included: Eric Marshall, Parks/Recreation Director; Ryan Marcotte, Parks/Recreation Assistant Director; and Carolyn Yatsook, Economic Development Director

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

Public Hearings

Public Hearing to receive Public Comments pursuant to the requirements of Section 67.1431 of the Revised Statutes of Missouri, as amended, regarding the establishment of the Gateway West Community Improvement District. Mayor Pogue called the public hearing to order at 6:31 pm. Seeing no one in the audience move to speak and being no further business, Mayor Pogue adjourned the public hearing at 6:32 pm.

Consent Agenda

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

- A. Minutes of December 16, 2024, Board of Aldermen Meeting
- B. Approving the Paid Warrant Report for December 2024
- C. Motion Declaring Items from the Kearney Police Departments as Surplus Property and Authorizing Their Donation to the Lathrop Polic Department.
- D. **Resolution No. 01-2024** Authorizing the City Clerk to Destroy Certain Records in Accordance with the Missouri Secretary of State's Local Records Retention Schedule

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

Ordinances

Bill No. 01-2025 An Ordinance Approving the Petition for and Establishing the Gateway West Community Improvement District and Approving a Cooperative Agreement Among the City of Kearney, Missouri, and the Gateway West Community Improvement District was presented by Carolyn Yatsook, Economic Development Director.

This Ordinance establishes the Gateway West Community Improvement District and approves a cooperative agreement between the Gateway West CID and the City of Kearney. The property owners within the proposed CID boundary filed a Petition with the City Clerk to establish the CID. The proposed boundary includes approximately 569.29 acres of undeveloped land at the NW quadrant of the I-35 and 19th Street interchange. The anticipated improvements & preliminary estimates are listed in exhibit C. The Community Improvement District will be a separate political subdivision, which will be governed by

a Board of Directors. This District, under the CID Act, is authorized to impose a district-wide special assessment and sales tax on all retail sales made in the district. The Cooperative Agreement spells out the responsibilities between the District and the City. The Creation of the Gateway West CID and the subsequent cooperative agreement between the Gateway West CID and the City of Kearney is anticipated to spur residential, retail and commercial development at the NW quadrant of our new interchange and along Nation Rd.

The proposed ordinance was read by Title only. A motion was made by Alderman Holt and seconded by Alderwoman Barger to approve the ordinance as read on the first reading. The motion was approved.

The proposed ordinance was read by Title only a second time. A motion was made by Alderman Lehman and seconded by Alderman King to approve on the second reading. **Bill No. 01-2025** was duly passed by the following roll call vote: FOR the motion: Holt, Barger, King and Lehman. The motion carried by a four to zero vote. The bill was duly numbered **Ordinance No. 01-2025**.

Items for Review and Presentation

A Safer, Stronger Kearny Presented by Mark Thomas, Police Chief

Mayor Pogue stated full funding for our police department continues to be a priority. He inquired if Chief Thomas was aware of things Smithville has done differently to improve their SafeWise score. Do they have a public safety sales tax. Chief confirmed that Smithville is working on a public safety sales tax currently. Mayor thanked Chief for his efforts. Aldermen Lehman expressed appreciation for the quality of our officers and their ability to relate to children in a positive way. Aldermen Holt commented he is very supportive of the police department, and he is proud of how officers represent Kearney. Mayor Pogue concluded that Chief Thomas has the support of the board and encourage him to work with staff on the wording of the upcoming ordinance for consideration at a future meeting.

Mayor's Communication

Appreciation to the Public Works and all additional staff for working so effectively through the results of recent weather.

City Administrator's Report

Next Meeting will be held Tuesday, January 21, 2025, at 6:30 pm.

Aldermen Discussion

Alderman King – n/a

Alderman Holt – Thank you to citizens helping others and keeping their cars off the roadways in order for them to be cleared. Thank you to the tow trucks for assisting to keep the roads clear.

Alderman Lehman – Thank you to all the employees as we become an employer of choice. He appreciates the effectiveness of public works staff and received compliments from citizens.

Alderwoman Barger – Thank you all departments and first responders for taking care of business.

Motion to Adjourn was made by Aldermen Lehman and seconded by Aldermen Holt. The motion carried unanimously.

Approved: _____ Attest: _____
Mayor Randy Pogue Sheila Ernzen, City Clerk

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Kearney Municipal		Reporting Period: Dec 1, 2024 - Dec 31, 2024	
Mailing Address: 100 E WASHINGTON, PO BOX 797, KEARNEY, MO 64060					
Physical Address: 100 E WASHINGTON, PO BOX 797, KEARNEY, MO 64060				County: Clay County	
Telephone Number: (816)6285535		Fax Number:			
Prepared by: Angela D Fisher		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		19	826	230	
B. Cases (citations/informations) filed		3	205	14	
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		3	69	2	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	49	0	
6. dismissed by court		0	3	0	
7. <i>nolle prosequi</i>		0	13	1	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		3	134	3	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		19	897	241	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		0	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		0	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		103			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Kearney Municipal	Reporting Period: Dec 1, 2024 - Dec 31, 2024
---------------------------------	---------------------------------	--

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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.	
Fines - Excess Revenue	\$11,315.50	Court Automation	\$896.00
Clerk Fee - Excess Revenue	\$1,243.00	Law Enf Arrest-Local	\$466.86
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$41.81	Total Other Disbursements	\$1,362.86
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$21,256.24
Total Excess Revenue	\$12,600.31	Bond Refunds	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$21,256.24
Fines - Other	\$2,662.50		
Clerk Fee - Other	\$165.00		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$128.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$128.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$912.64		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.55		
Law Enforcement Training (LET) Fund surcharge	\$256.00		
Domestic Violence Shelter surcharge	\$512.00		
Inmate Prisoner Detainee Security Fund surcharge	\$256.00		
Restitution	\$2,267.38		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$7,293.07		

RESOLUTION NO. 02-2025

A RESOLUTION REAPPOINTING LISA CHEESEBROUGH TO THE KEARNEY PARK AND TREE BOARD.

WHEREAS, Lisa Cheesebrough has previously served on the Kearney Park & Tree Board, and her term expired December 2024; and

WHEREAS, the Kearney Park & Tree Board shall include eight (8) members from the public at large and one (1) member of the Board of Alderman as its representative, appointed by the Mayor and approved by the Board of Aldermen, for a total of nine (9) members.

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

Section 1. The Mayor hereby appoints Lisa Cheesebrough to serve as a member of the Kearney Park and Tree Board, with the five-year term set to expire December 1, 2029.

Section 2. The Board of Aldermen hereby approves the Mayor's appointment of Lisa Cheesebrough to the Kearney Park and Tree Board.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 21ST DAY OF JANUARY 2025.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

RESOLUTION NO. 03-2025

A RESOLUTION APPROVING THE ENGINEERING SERVICES CONTRACT AGREEMENT BETWEEN THE CITY OF KEARNEY, MISSOURI AND OLSSON, INC. FOR A SAFETY AND OPERATIONAL ANALYSIS OF THE INTERSECTION AT NATION ROAD AND 162ND STREET.

WHEREAS, the City of Kearney was awarded a reimbursement grant #TEAP086 for the Nation Road and 162nd Street intersection to conduct a Safety and Operational Analysis; and

WHEREAS, the funds are appropriated in the fiscal year 2025 budget, approved by the Board of Aldermen on February 20, 2024, in the Transportation Fund (18)

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

Section 1. The agreement between Olsson, Inc. and the City of Kearney, Missouri is hereby approved, and the Public Works Director is authorized and directed to execute the agreement and all documents required to carry out this agreement, not to exceed \$15,000, on behalf of the City. A copy of the agreement shall be attached and considered a part of this resolution.

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 21ST DAY OF JANUARY 2025.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Erzen, City Clerk

**CITY OF KEARNEY
ENGINEERING SERVICES CONTRACT AGREEMENT**

SPONSOR: CITY OF KEARNEY

LOCATION: NATION ROAD & 162nd STREET, CLAY COUNTY, MO

PROJECT: TEAP086

THIS CONTRACT is between City of Kearney, Missouri, hereinafter referred to as the "Local Agency", and Olsson, Inc., 7301 W 133rd Street, Suite 200, Overland Park, KS 66213, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Engineering Assistance Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to conduct and Nation Rd. & 162nd St. Intersection Safety & Operational Analysis. and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Exhibit A here under this article.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
---	----------------------------------	---	--	---

N/A

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. Draft Report Document to City by May 31, 2025
- B. Final Report Document Due to City by April 30, 2025
- C. Board of Alderman Presentation to occur May 19, 2025

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in

writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1408, with a ceiling established for said design services in the amount of \$15,000, which amount shall not be exceeded.
- B. The compensation outlined above has been derived from estimates of cost which are detailed in Exhibit B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- C. Actual costs in Sections A above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 90.84% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 78.86% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus

5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- D. The rates shown for additives and overhead in Sections VII. C.2 and VII. C.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- E. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- F. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted monthly. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve

the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: N/A

Sub-Consultant Name

Address

Services

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Exhibit B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the

services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - EXHIBITS

The following exhibits are attached hereto and are hereby made part of this contract:

Exhibit A – Scope of Service

Exhibit B - Estimate of Cost

Exhibit C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Exhibit D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary
Exclusion - Lower Tier Covered Transactions.

Exhibit E – DBE Contract Provisions

Exhibit F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this _____ day of _____, 2025.

Executed by the City this _____ day of _____, 2025.

FOR: _____ CITY OF KEARNEY, MISSOURI

BY: _____
Public Works Director

ATTEST: _____
City Clerk

FOR: OLSSON, INC.

BY: _____
Title

ATTEST: _____

EXHIBIT A

PROJECT DESCRIPTION AND LOCATION

Project Location: Kearney, Missouri

Project Description: Nation Road and 162nd Street TS&O

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Project Description: Olsson will complete a traffic safety and operations (TS&O) study of the existing intersection of Nation Road and 162nd Street in Kearney, Missouri. The scope of services is based on general understanding of the Missouri Department of Transportation (MoDOT) guidelines.

Phase 100 – Traffic Study

Olsson will complete a traffic study reviewing Existing Conditions to develop short and long-term solutions at the intersection. The study will review existing data available on the intersection, develop an HSM model, complete a RSA, and develop short and long-term recommendations. Tasks to complete the study include the following:

- **Task Management**
 - Respond to project related phone calls, emails, and communication.
 - Manage staff internally for the basis of project.
 - Submittal QA/QC reviews.
- **Traffic Counts/Data Collection** – Twenty-four-hour vehicular traffic count data will be provided by the City. From which, a traffic signal warrant will be reviewed.

One 24-hour speed data location will be collected along 162nd Street within the limits of the study area to supplement the turning movement count data. Data is to be collected during a typical weekday.

Crash data from the previous 5-years will be provided by the City, if available.
- **Site Visit/Public Involvement** – Olsson will participate in a road safety audit (RSA) field review. One Olsson engineer will walk the study area with the City and other stakeholders to review existing conditions such as intersection geometrics, intersection and driveway spacing, existing traffic control, and other potential safety concerns. Intersection sight distance will be field measured at this time as well. The City will organize the stakeholders and assist in planning the RSA exercise.
- **Capacity Analysis** – Olsson will conduct vehicular capacity analysis for a 20-year future condition, including traffic associated with proposed housing in the SW quadrant and background growth. Capacity analysis will be performed in accordance with the Highway Capacity Manual (HCM) methodologies using Synchro, 11th Edition, to help identify appropriate traffic control and geometric improvements. Signal warrant will be reviewed for future-year conditions as well.
- **Safety Analysis** – Olsson will complete a Highway Safety Manual analysis of the intersection. Expected future no-build crashes will be calculated utilizing HSM Spreadsheets or IHSDM. The preferred intersection alternative is unknown at the time of scoping; however, expected crashes associated with the preferred alternative will be estimated using applicable crash modification factors (CMFs), HSM Spreadsheets, or IHSDM tools to assess the performance of alternatives for screening and selection.
- **Recommendation Development** – Based on the data collected, RSA, capacity analysis, safety analysis, short and long-term recommendations will be developed. These could include, but are not limited to, improving sight triangles, geometric modifications, signage and pavement marking,

lighting, and/or change in intersection control. High-level cost estimates will be completed for the recommended improvements.

- **Traffic Study Memorandum** - A memo will be prepared to summarize the study process and recommendations for the study area. A draft report will be submitted to the City for review. If review comments are received, they will be addressed and a final report will be produced.
- **Progress Meetings and Final Presentation** - Two virtual progress meetings will be conducted with the City. Additionally, a presentation of findings and recommendations will be prepared and presented to the Board of Alderman's (BOA) at the end of the project.

Assumptions:

- The City will organize the stakeholders and coordinate the RSA field review.
- No operational analysis of intersections/access not specifically mentioned in the scope.
- Does not include Vissim or other detailed microsimulation modeling.
- An adjustment to traffic volumes for seasonality, Covid, or other environmental factors is not anticipated.

SCHEDULE: Draft Report Document to City: March 31st, 2025
Final Report Document Submittal: April 30th, 2025

COMPENSATION: The fee for the scope of services is \$14,954. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval. Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT B

ESTIMATE OF COST

PROJECT: **Nation and 162nd TEAP Study**
 CLIENT: **City of Kearney, MO**
 DATE: **1/10/2025**

Labor							
	Project Manager	QA/QC	Engineer	Assistant Engineer	CAD Tech	Admin	
Task Description							Total
Phase 100 - Traffic Study	20	8	18	48	0	4	\$4,340
Task Management	2					2	\$173
Data Collection							\$0
Site Visit/Public Involvement	4						\$212
Capacity Analysis	1		2	6			\$359
Safety Analysis	1	2	4	16			\$962
Recommendation Development	2	4	4	4			\$734
Traffic Study Memo	4	2	8	20			\$1,444
Meetings and Presentation	6			2		2	\$456
Total Hours / Subtotal Direct Labor Cost	20	8	18	48	0	4	\$4,340
Payroll Additives (Direct Overhead)						90.84%	\$3,942
General and Administrative (Indirect Overhead)						78.86%	\$3,422
Subtotal Overhead						169.70%	\$7,365
Direct Salaries (Direct Labor + Direct OH + Indirect OH)							\$11,704
Facilities Capital Cost of Money						0.70%	\$30
Fixed Fee (Subtotal Overhead x Fixed Fee)						12.0%	\$1,405
Subtotal Direct Labor + Overhead + Fixed Fee							\$13,139
Direct Expenses							
Description	Quantity				Unit Cost		Total
Mileage	90				\$0.670		\$60
24-hr Speed Data (All Traffic Data)	1				\$325.00		\$325
Meals & Incidentals	2				\$55.00		\$110
*Computer Time	88.00				\$15.00		\$1,320
Sub-Total - Direct Costs							\$1,815
* Computer time = (0.5*PM) + (0.25*Construction Inspection) + (1.0*All Others)							
Subtotal Olsson							\$14,954
Subconsultants							
Description							Total
Subconsultant -							
Sub-Total - Subconsultants							\$0
Total Project							\$14,954

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

EXHIBIT F – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): OLSSON, INC

Project Owner (LPA): CITY OF KEARNEY

Project Name: Nation Rd. & 162nd St. Intersection Safety & Operational Analysis.

Project Number: TEAP086

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

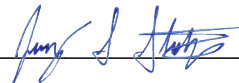
LPA

Consultant

Printed Name: Shelie Daniel

Printed Name: Jeremy S Stretz

Signature: _____

Signature: 

Date: _____

Date: 1/14/2025

RESOLUTION NO. 04-2025

A RESOLUTION APPROVING THE TASK AGREEMENT BETWEEN THE CITY OF KEARNEY, MISSOURI AND OLSSON, INC. FOR AN EXTENSION OF THE NATION ROAD WATERLINE.

WHEREAS, the Board of Alderman approved an On-Call Professional Consulting Services Contract with Olsson, Inc. on December 16, 2024; and

WHEREAS, the Board of Alderman approved the Gateway West Community Development District (District) on January 6, 2025; and

WHEREAS, the City of Kearney desires to extend the water line to provide service to development along Nation Road between Route 92 and 19th Street; and

WHEREAS, the Gateway West Community Improvement District Cooperative Agreement requires that District projects are designed by the City and reimbursed by the District.

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

Section 1. The Task Agreement between Olsson, Inc. and the City of Kearney, Missouri is hereby approved, and the Public Works Director is authorized and directed to execute the task agreement and all documents required to carry out this agreement, not to exceed \$447,400, on behalf of the City. A copy of the agreement shall be attached and considered a part of this resolution.

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 21ST DAY OF JANUARY 2025.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

TASK AGREEMENT 2025-1 SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the On-Call Agreement for Professional Services dated December 16, 2024, between City of Kearney, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Route 92, bounded on the East by Sam Barr Drive and on the West by Nation Road and along Nation Road bounded on the North by Route 92 and on the South by 19th St. Kearney, MO

Project Description: Proposed Waterline Extension beginning along the south side of Route 92 from the west side of the round-a-bout on Sam Barr Drive, west to Nation Road and south along the east side of Nation Road continuing south to 19th.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Project Management and Meetings

Task 101 – Project and Quality Management

Olsson shall establish and maintain a Project schedule and budget.

Task 102 – Project Initiation Meeting

Olsson shall conduct a Project initiation meeting with stakeholders to refine Project scope, review Project site, identify specific goals, verify survey area, request data required for design, and establish schedule for completion.

Task 103 – Project Stakeholder Meeting

Olsson shall conduct a meeting with the City and the Developer to discuss the planning of the property. The goal of the meeting will be to determine domestic and fire flow demands to incorporate into the work for Phase 300 listed below.

Task 104 – Progress Meetings

Olsson shall conduct monthly progress meetings with Client to review current Project status, outstanding data requests, and schedule updates. Olsson shall attend a total of two (2) in-person progress meetings in Kearney, Missouri. Olsson shall prepare and distribute meeting minutes.

Phase 200 – Topographic Survey and Easements

Task 201 – Topographic and Road Right-of-way Boundary Survey

Olsson shall provide a topographic and right-of-way boundary design survey for the area highlighted on the attached survey exhibit (approximately 8650' x 260'). Survey shall depict all observed evidence of substantial improvements, vertical relief of existing contours at one-foot intervals, and existing feature locations (pavement, buildings, tree mass lines, storm, sanitary sewer structures, pipe sizes, flow lines, and materials). Utility companies will be contacted through Missouri One Call System, and marked utilities will be shown. Olsson will provide four (4) horizontal control points tied to the Missouri State Plane Coordinate System, NAD 1983 West Zone, and two (2) vertical control points, or benchmarks, referenced to the North American Vertical Datum, NAVD 88.

Task 202 – Title Reports

Client shall provide Olsson with a current title commitment package for all 14 adjacent properties, including deed copies for all parcels within project site; record information on all easements that encumber site or appurtenant thereto; and covenants, conditions, restrictions, reservations, and all exception documents with source provided if available.

If not available, Olsson will order current title commitment package for all 14 adjacent properties including deed copies for all parcels within project site; record information on all easements that encumber site or appurtenant thereto; and covenants, conditions, restrictions, reservations, and all exception documents with source provided.

Task 203 – Easements with Documents

Olsson will provide easement descriptions, exhibits, and documents for Project area, up to 14 easements. Olsson will provide easement documents to Client to obtain signatures. Easement recording is not included. Upon Client's request, Olsson can record easements for the actual time of personnel performing such services and all actual reimbursable expenses. Revisions to easements previously prepared will be completed by Olsson on an hourly basis and considered as additional services.

Task 204 – Staking of Sewer Easement

Olsson will provide staking for the centerline and exterior limits of the 100-foot Temporary Construction easement for the area highlighted on the attached Easement exhibit. Staking will be done for sight distance in the field. Any additional staking requested by the client will be completed by Olsson on an hourly basis and considered as additional services.

Task 205 – Geotechnical Services

Drilling Services

Olsson shall conduct ten (10) soil test boring on the Project site. Boring will be advanced to a depth of 15' or to refusal, whichever is shallower. Boring will be backfilled with soil cuttings and patch as necessary. One (1) soil sample from the boring will be retained in the laboratory for a possible future permeability test. No permeability test will be conducted. This test can be added as an additional service, if required.

Geotechnical Services

Olsson shall conduct a laboratory analysis on Shelby tube soil samples from the Project site. A geotechnical engineering report will be prepared based on findings of the filed and laboratory programs. The report will include a boring location plan, computer generated boring logs, results of the laboratory testing program, a description of surface and subsurface conditions encountered, recommendations for earthwork, subgrade preparation, structural properties of the soil, and soil suitability.

Phase 300 – Water Modeling

Task 301– Data Collection

Documents will be requested from the City including:

- The most recent calibrated model developed during the 2023 Master Plan.
- The proposed alignment of the 12" water main.
- The projected development domestic and fire demand for the project area.

Task 302 – Hydrant Testing

Olsson will observe one hydrant flow test with the City to collect pressure and flows near the connection point of the proposed 12" main. If there is a discrepancy of more than four psi, Olsson will discuss with the City about the need for additional services related to model calibration.

Task 303 – Modeled Scenarios

Olsson will analyze two model scenarios which are:

- 2028 Scenario
 - Modeled Extent: the model will include (1) existing system infrastructure (provided by the Owner), (2) recommendations from the 2023 Master Plan that will be completed in the next five years, and (3) the proposed 12" water main.
 - Modeled Demand: 2028 Demands from the 2023 Master Plan in addition to the proposed development demands.
 - Objective: This scenario will be used to determine if the proposed 12" water main is capable of providing adequate pressure and fire flow at the proposed site. No additional work is anticipated if the system cannot meet the proposed development demands.
- 2043 Scenario
 - Modeled Extent: the model will include (1) existing system infrastructure, (2) recommendations from the 2023 Master Plan, and (3) the proposed 12" water main.
 - Modeled Demand: 2043 Demands from the 2023 Master Plan in addition to the proposed development demands.
 - Objective: This scenario will be used to determine if the proposed 12" water main is still capable of providing adequate pressure and fire flow at the proposed site under 2043 demand.

Task 304 – Summary Memorandum

Olsson shall prepare a summary memorandum (memo) that outlines the findings of the water modeling work completed.

Phase 400 – Waterline Engineering Services

Task 401 – Design Memorandum

Olsson shall prepare a design memorandum (memo) that outlines the existing water mains to be replaced based on the water modeling, proposed main size and approximate length, design criteria, including material selection and other governing design standards.

Olsson shall submit a draft design memo to the Client for review and conduct one review meeting to discuss Client's questions and comments. Olsson shall create a final design memo that incorporates Client's comments. Olsson shall submit final design memo to Client and Missouri Department of Natural Resources (MoDNR) to satisfy MoDNR's construction permit requirements for an engineering report.

Task 402 – Final Design and Construction Documents

Olsson shall prepare construction documents and details to provide appropriate instruction and information for public bidding and construction of improvements. Interim design submittals to Client will be provided at approximately 30 percent design completion, 90 percent design completion, and 100 percent design completion. Olsson anticipates three (3) realignments during design due to the project being located in a developing area. Client shall approve proposed alignment and depth to determine any conflicts with future improvements if roadway improvements are not being completed concurrently with the waterline design. Olsson anticipates Project construction documents shall consist of the following sheets for use as a Design-Bid-Build delivery:

- Cover Sheet
- Plan and profile sheets
- Construction details
- Technical Specifications

Task 403 – Quality Control

Olsson will conduct internal quality reviews at the 30, 60 and 90 percent design stages.

Task 404 – Opinion of Probable Cost (OPC)

Olsson will prepare an OPC of project construction work.

Task 405 – Stormwater Pollution Prevention Plan

Prior to submittal of the state construction general permit application a Stormwater Pollution Prevention Plan (SWPPP) must be completed. Olsson will develop a project specific SWPPP and submit, as required, to MoDNR. The SWPPP documentation provided by Olsson will be as specified below.

- Olsson will provide SWPPP narrative, permitting documentation, and submittal coordination with MoDNR Exclusions: Permitting fees will be paid by the client.
- Erosion Control Plans
 - Olsson will develop an erosion control plan for submittal with the Stormwater Pollution Prevention Plan in accordance with the MoDNR and applicable local requirements. The erosion and sediment control plan is designed to be a minimum requirement for minimizing onsite erosion and sedimentation and pollutant discharges from the project limits. The erosion and sediment control

plan and SWPPP are living documents and may necessitate periodic updates by site personnel as construction progresses and unanticipated circumstances arise.

Task 406 – Permit Submittal

Olsson will prepare a construction permit application for MDNR for review. The MoDOT Construction Permit submittal will be the responsibility of the Owner for any work required within Route 92.

BIDDING SERVICES

Phase 500 – Bid Phase Services

Task 501 - Bidding Questions

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 502 - Review and Evaluate Bids

Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 503 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION PHASE SERVICES

Phase 600 – Construction Phase Services

Task 601 - Construction Administration

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Review contractor certified payrolls for prevailing wage rates.
5. Review contractor OSHA training certifications.
6. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
7. Attend Monthly Progress Meetings

Task 602 – Construction Observation

Olsson has allocated 600 hours and through 50 site visits to observe construction activities. Olsson will prepare and distribute field reports on a weekly basis.

Task 603 – Project Close Out

Olsson will conduct a final walkthrough of the project. A “punch list” of deficiencies will be prepared and distributed.

Task 604 - Record Drawings

Olsson will prepare record drawings, based on contractors’ “red lines.” A PDF version of the record drawings will be submitted to the Client.

EXCLUSIONS

- Hydraulic model development of the existing distribution system.
- Low Pressure Zone Connection
- Traffic control plan
- Easement acquisition
- Environmental services
- Permitting fees
- Utility relocation plans (water, sewer, electrical, communications, et cetera)
- Services not specifically listed in the above Scope of Services

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Notice to Proceed Date:	February 2025
Anticipated Start Date:	February 2025
Anticipated Completion Date - Design Only:	December 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. The City of Kearney will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by Olsson, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee as set forth in the Agreement:

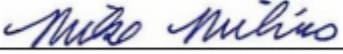
Client shall pay to Olsson for the performance of the additional services, the actual time of personnel performing such services, and all actual reimbursement expenses on a time and expense basis per the On-Call Agreement not to exceed Four Hundred Forty-Seven Thousand Four Hundred Dollars (\$447,400.00)

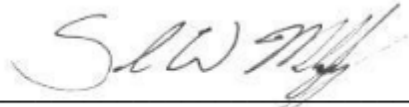
TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Task Agreement is acceptable, please forward a copy of the signed the City's Task Agreement Form via email to: smcconnaughey@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Mike Milius, Vice President

By 
Shaun McConnaughey, PE



**CITY OF KEARNEY
CONTRACT FOR SERVICES**

ON-CALL PROFESSIONAL ENGINEERING SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this November 11, 2024 between Olsson, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 7301 w 133rd Street, Overland Park, KS 66213, hereafter referred to as the **Consultant**, and The City of Kearney, Missouri, is a fourth-class city and existing under the laws of the State of Missouri, with its principal office located at 100 E. Washington Street, Kearney, Missouri, hereafter referred to as the **City**.

This contract, the General Terms and Conditions included in Appendix A, and Appendix B with applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations, or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.

This contract is effective as of December 16, 2024 and coincidental with the Public Works Director's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**ARTICLE I
THE WORK**

Consultant agrees to perform all work and provide all deliverables as specified in and according to Task Agreement and Scope of Services and Technical Services in **Appendix B: Attachment 1 and 7** and the General Terms and Conditions in **Appendix A** commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Consultant will complete work based upon individual task agreements. The actual scope of services will be finalized with the individual task agreement. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in the Task Agreement and Scope of Services may commence upon the signing of this contract and scheduling and approval of the City.

**ARTICLE II
TIME OF COMMENCEMENT AND COMPLETION**

The work shall begin upon approval of Task Agreement. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the Board of Alderman for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

**ARTICLE III
CONTRACT SUM AND PAYMENT**

The City agrees to pay the Consultant per Task Agreement for completion of the work subject to the provision herein set. The City Administrator has authority to approve change orders.

**ARTICLE IV
CONTRACT PAYMENT**

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed.

In the event of the Consultant's failure to perform any of their duties as specified in this contract, and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to terminate the agreement per the process detailed in Article VII – Termination of Agreement.

Payment shall be made upon receipt of invoices as outlined in **Appendix A**.

**ARTICLE V
INSURANCE REQUIREMENTS**

- A. Consultant shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Consultant shall supply such insurance, if available, at City's cost. Consultant maintains a \$500,000 Retention on their Professional Liability Policy.
 - a. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - i. Severability of Interests Coverage applying to Additional Insureds

- ii. Contractual Liability
 - iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
 - iv. No Contractual Liability Limitation Endorsement
 - v. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
- Statutory
- c. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Consultant.
- d. Professional Liability Insurance: with limits Per Claim/Annual Aggregate according to the following schedule:

Professional's Minimum	Fee Minimum Limits
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Consultant shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be on the City's Standard Certificate of Insurance Form furnished in **Appendix B: Attachment 4** or its equivalent.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of Consultant to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any

contractual obligation or responsibility. In the event of Consultant's failure to maintain the required insurance in effect, City may order Consultant to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Consultant shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed and shall be responsible for their employees. Consultant will also supervise and direct the work performed by Subconsultants and their employees and be responsible for the work performed by Subconsultants hired by the Consultant.

Consultant agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county, and municipal governments to perform the services as required by this contract. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any Subconsultants hired will obtain the necessary licenses and permits as required.

Consultant agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards, and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Consultant agrees to ensure Subconsultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Consultant fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Consultant to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular mail, certified mail, or e-mail. If the Consultant fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Consultant. The City shall pay for services rendered and expenses incurred by the Consultant through the date of termination according to the billing terms of this agreement.

ARTICLE VIII ARBITRATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE IX WARRANTY

Consultant shall within ten (10) days of written notice from the City correct any work found to be defective, incorrect, or not in accordance with **Appendix A** specifications.

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of nonpayment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of

Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING

Pursuant to §292.675 RSMo (enclosed in the laws section) for any work performed after August 28th 2009 the Firm and all Subcontractor(s) shall provide all on-site employees a ten-hour training program which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All such employees are required to complete the program within sixty days of beginning work on such construction project. The Firm shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the Firm or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth herein has elapsed. Pursuant to §292.675(4) RSMo the City shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the Firm under the contract. The Firm may withhold from any Subcontractor sufficient sums to cover any penalties the City has withheld from the Firm resulting from the Subcontractor's failure to comply with the terms of this section. If the payment has been made to the Subcontractor without withholding, the Firm may recover the amount of the penalty resulting from the fault of the Subcontractor in an action maintained in the Circuit court in Clay County.

ARTICLE XX TRANSIENT EMPLOYER

Every transient employer, as defined in Section 285.230 RSMO enclosed in the law section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

1. The Notice of Registration for employer withholding issue to such transient employer by the Director of Revenue;
2. Proof of coverage for Workers Compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers Compensation; and
4. The Notice of Registration for unemployment insurance issued to such transient employer by the Division of Employment Security. "Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMO. enclosed in the law section, be liable for penalty of five hundred dollars (\$500.00) per day until the notices required by this section are posted as required by that statute." (See list of transient employers in Missouri Department of Revenue Form 3032.)

ARTICLE XXX ENTIRE AGREEMENT

285.234 RSMO. enclosed in the law section, be liable for penalty of five hundred dollars (\$500.00) per day until the notices required by this section are posted as required by that statute.” (See list of transient employers in Missouri Department of Revenue Form 3032.)

**ARTICLE XXX
ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement with the City of Kearney the day and year first above written.

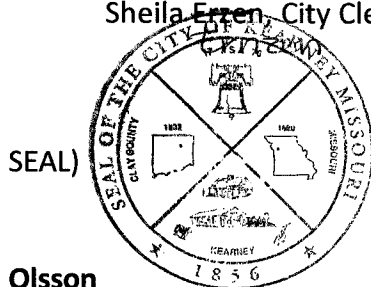
IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF KEARNEY, MISSOURI

By: Shelie Daniel
Shelie Daniel, P.E., Public Works Director

Attest: Sheila Erzen
Sheila Erzen, City Clerk



Olsson

By: M. Cat REID CAT

Title: VICE PRESIDENT

Attest: Ryan Fering

APPENDIX A

General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Public Works Director or their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by any other person. Both the City of Kearney and the Consultant must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is a 3-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the **Appendix B: Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for three (3) subsequent one-year periods. The total term of the agreement shall not exceed six (6) years.

C. *Hold Harmless Clause*

The Consultant shall during the term of the contract including any warranty period indemnify, defend, and hold harmless the City of Kearney, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Consultant or his employees or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. *Exemption from Taxes*

The City of Kearney is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore, the City shall not be charged taxes for materials or labor.

E. *Employment Discrimination by Consultants Prohibited/Wages/ Information*

During the performance of a contract, the Consultant shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subconsultant or vendor used by the Consultant.

F. *Invoicing and Payment*

The Consultant shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Kearney reserves the right to cancel and terminate this contract and/or task agreement in part or in whole without penalty upon thirty (30) days written notice to the Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. *Contractual Disputes*

The Consultant shall give written notice to the City of Kearney of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Kearney shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

City decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director, or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

I. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

J. *Applicable Laws*

This contract shall be governed in all respects by federal, Missouri state laws, and the City Codes of the City of Kearney. All work performed shall be in compliance with all applicable City of Kearney codes.

K. *Drug/Crime Free Workplace*

The Consultant acknowledges and certifies that it understands that the following acts by the Consultant, its employees, and/or agents performing services on City of Kearney property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
3. Any crimes committed while on City property.

The Consultant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Kearney in addition to any criminal penalties that may result from such conduct.

L. *Inspection*

If full-time inspection and construction testing services are included with a task agreement, at the conclusion of the task agreement the Consultant shall submit an inspection summary. The summary shall include the following statements with any known deviations from the specifications explained along with the reason for acceptance.

- Materials: "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing."
- Testing: "All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications."
- Inspection: "The project was constructed substantially in conformity with the plans and specifications for the project."
- If periodic or partial inspection services are included in a task agreement, the Consultant is not required to include those statements in the inspection summary.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for one (1) year. During the yearly appraisal, the Consultant may submit new pricing for the next year.

N. *Permits*

The successful Consultant shall be responsible for obtaining all permits and for incurring all expenses associated with those permits prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the City Occupation License required of all vendors doing business within the city limits of Kearney. The application fee may be waived for successful consultants. This license can be obtained from the office of the City Clerk, 100 E. Washington Street, Kearney, Missouri 64060.

O. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

P. *Rejection of Bids*

The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

Q. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Consultant must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

R. Reuse of Documents

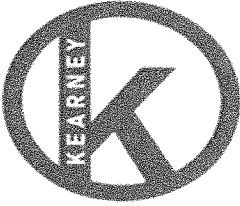
The Consultant shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, and project files without restriction or limitation of use. If the City incorporates any portion of the work into a project other than that for which it was performed, the City shall save the Consultant harmless from any claims and liabilities resulting from such use.

APPENDIX B

On-Call Professional Services Contract Attachments

- Attachment 1 – Generic Task Agreement
- Attachment 2 – Consultant Performance Appraisal
- Attachment 3 – Schedule of Hourly Rates and Expenses
- Attachment 4 – Standard Certificate of Insurance Form
- Attachment 5 – Affidavit of Work Authorization
- Attachment 6 – Application for Occupational License
- Attachment 7 – Technical Services Selected

ATTACHMENT 1



TA#

Task Agreement (TA)

City of Kearney
Public Works

Preparation date:

General Scope of Work

Primary Tasks: (List task and hours):

Estimated Total: \$

Project Start Date:

Estimated Completion

Date: Budget Account Code:

Schedule:

Authorization:

☐ Public Works Director (or authorized representative): _____

Date:

☐ City Administrator: _____

☐ Board of Alderman as authorized by Resolution# _____



ATTACHMENT 2

Consultant Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the city believes important to the relationship between community, staff, and Consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Consultant: _____ Date: _____

What type of activities was this Consultant responsible for?

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

To be provided by selected Consultant and incorporated into Contract.

Do not submit a Schedule of Hourly Rates and Expenses as part of the RFQ Proposal.

Olsson 2024 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$140.00 - \$463.00
Project Manager	\$129.00 - \$274.00
Project Professional	\$95.00 - \$242.00
Assistant Professional	\$71.00 - \$178.00
Designer	\$90.00 - \$216.00
CAD Operator	\$59.00 - \$137.00
Administrative/Clerical	\$47.00 - \$206.00
Survey	\$56.00 - \$210.00 *
Construction Services	\$49.00 - \$279.00 *

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

ATTACHMENT 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Great Plains LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154		CONTACT NAME: Molly Harmon PHONE (A/C, No, Ext): 402-964-5598 FAX (A/C, No): 402-557-6325 E-MAIL ADDRESS: molly.harmon@hubinternational.com	
INSURED Olsson, Inc. 7301 W. 133rd St 913-381-1170 Overland Park KS 66213		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Company NAIC # 23396 INSURER B: Amerisure Insurance Company 19488 INSURER C: Underwriters at Lloyd's London 15792 INSURER D: MSIG Specialty Insurance USA Inc 34886 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 847526875

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CPP21194510302	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CA 21194500301	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CU 21194520202	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 21194530202	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D C	Professional Liability Claims Made Cyber		MSTAEC-00010 ACS1191723	1/1/2024 1/1/2024	1/1/2025 1/1/2025	PL Each Claim/Agg 5,000,000 PL Ded Per Claim 500,000 Occurrence/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All carriers listed above have an AM Best Rating of at least A, XV. Pollution coverage is included in the Professional Liability policy if it arises out of the negligence of the insured in performing their professional services. General Liability, Auto Liability, and Workers Compensation/Employers Liability are underlying policies of the Umbrella Liability.

Any and all projects.
 The City and its agencies, officials, officers, and employees, while acting within the scope of their authority are listed as additional insured with respect to General Liability and Auto Liability as required by written contract. 30 days written notice of cancellation provisions apply on all policies except 10 days for non-payment of premium as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Kearney, Missouri 100 E. Washington Street Kearney MO 64060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ATTACHMENT 5

AFFIDAVIT OF WORK AUTHORIZATION

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

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

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

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

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

Name/Consultant: Reid Catt

Company: Olsson

Address: 7301 w 133rd Street Overland Park, KS 66213

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Consultant and the City of Kearney.
- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name Olsson, Inc.

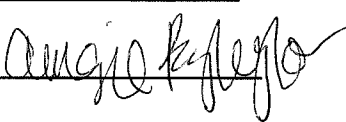

Signature

Name: Reid Catt, PE

Title: Senior Team Leader

Subscribed and sworn to before me this 3 day of December, 2024.

STATE OF Kansas COUNTY OF Johnson

Notary Public: Angie Przybylo 



My Commission Expires: 11.20.26

PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Consultant; and
- 2 A valid copy of the signature page completed and signed by the Consultant, the Social Security Administration, and the Department of Homeland Security - Verification Division.

Company Information

Company Name
Olsson
DUNS Number
072910368

Company ID Number
1365251

Doing Business As (DBA) Name
--

Physical Location

Address 1
601 P Street
Address 2
Suite 200
City
Lincoln
State
NE
Zip Code
68508
County
LANCASTER

Mailing Address

Address 1
--
Address 2
--
City
--
State
--
Zip Code
--

Additional Information

Employer Identification Number
470781766
Administrator
--

Total Number of Employees
1,000 to 2,499

Parent Organization
--

Organization Designation

Employer Category
Federal Contractor with FAR E-Verify Clause

Federal Contractor Category
None of these categories apply

Employees Being Verified
All new hires and all existing employees assigned to a Federal contract

[View / Edit](#)



Company ID Number: 1365251

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer	
Olsson	
Name (Please Type or Print) Stephanie Rodriguez	Title
Signature Electronically Signed	Date 12/06/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

ATTACHMENT 6



CITY OF KEARNEY
100 E. Washington P.O. Box 797
Kearney, MO 64060
816-628-4142 (Fax) 816-628-4543

Application No. _____

APPLICATION FOR OCCUPATIONAL LICENSE

Please submit a completed application and \$56.00 check payable to "City of Kearney". Please print legibly. Note, this is an application form only. An occupation license will be mailed upon approval.

BUSINESS NAME: Olsson, Inc.

BUSINESS MAILING ADDRESS: 7301 W. 133rd Street, Suite 200 Overland Park, KS 66213
(Street) (City) (State) (Zip Code)

PHONE: 913.381.1170 CELL: 913.225.4761 EMAIL: rcatt@olsson.com

NATURE OF BUSINESS: Consulting TYPE OF BUSINESS: Engineering
(Wholesale, retail or service) (Specify kind of business, i.e.: drugstore, hardware store, bank, etc.)

KEARNEY STOREFRONT ADDRESS (if in City limits): N/A
(Address)

MO SALES TAX ID#: N/A ZONING: N/A FTE (Equivalent Full Time Employees): N/A
(If applicable) (If in City limits) (If in City limits)

BUSINESS PERSONAL PROPERTY TAX AND REAL ESTATE TAXES

Per City Ordinances all applicants for a City license shall be in good standing with the City and County on all taxes and fees.

RETAIL SELLERS MUST SUBMIT A NO SALES TAX DUE STATEMENT

Beginning Jan. 1, 2009, the possession of a statement from the Dept. of Revenue stating no sales tax due is a prerequisite to the issuance or renewal of any City occupation license required for conducting any business where goods are sold at retail. The statement of no tax due shall be dated no longer than ninety days before the date of submission for application or renewal of the City license. Business owners may access the on-line system at <http://dor.mo.gov/tax/business/sales/notaxdue> to acquire a statement of no tax due by entering their Missouri tax identification number and pin number located on their sales tax return or voucher.

NOTICE TO CONSTRUCTION CONTRACTORS

State law requires contractors provide a Certificate of Insurance for Worker's Compensation as part of the application submittal. A copy must also be emailed to bcollison@kearneymo.us. If the Company is exempt sign box below.

WORKER'S COMPENSATION EXEMPTION STATEMENT

I hereby certify that the business described in this application is exempt from the requirements of the Missouri Worker's Compensation Law and, per Section 287.061 RSMo, is not required to provide the City with a Certificate of Insurance and is signing this statement of exemption.

Signature of Contractor or Authorized Agent _____

NOTICE TO ELECTRICIANS/PLUMBERS

City Ordinances require proof of Master Plumbing or Electrical License, or MO statewide Electrical Contractor License to work in the City. We must have a copy of the license and name of master electrician/plumber. If you have questions, you may contact Colton Michael at 816-903-4736.

NOTICE TO NEW OR RE-LOCATING KEARNEY STOREFRONT BUSINESSES

Any new business or business re-locating within the City must contact the Fire Marshal, 816-628-4122, for a life safety inspection prior to occupancy.

Building Official: _____
Fire Marshal: _____

APPLICANT'S SIGNATURE: Reid Catt TITLE: Senior Team Leader

OWNER NAME: Olsson, Inc.

OWNER MAILING ADDRESS: 7301 W. 133rd Street, Suite 200 Overland Park, KS 66213
(Street) (City) (State) (Zip Code)

PHONE: 913.225.4761 EMAIL: rcatt@olsson.com

EMERGENCY CONTACTS:

1. Jamie Fain PHONE: 913.748.2574
(Name)
2. Cory Clark PHONE: 816.442.6024
(Name)

Y:\wp\occ license form 2023.docx

ATTACHMENT 7

TECHNICAL SERVICES SELECTED

<u>Technical Service</u>	<u>Selected (Yes/No)</u>
Transportation Engineering	Yes
Stormwater Management and Hydrology	Yes
Utility Infrastructure Design and Engineering Services for Water Distribution, Stormwater, and Wastewater Collection Systems	Yes
Geotechnical Engineering / Material Testing, Geologic Services	No
Surveying Services	Yes
Structural Engineering	Yes
Construction Engineering	Yes
Planning Services	Yes
Subdivision Infrastructure Plan Review	No
Grant Services	Yes
Utility Infrastructure Design and Engineering Services for Water and Wastewater Treatment Facilities	Yes

AN ORDINANCE APPROVING THE REAPPROPRIATION AND REVISION OF THE CITY OF KEARNEY, MISSOURI FISCAL YEAR 2025 ADOPTED CITY BUDGET.

WHEREAS, on February 20, 2024, under Ordinance No. 1554-2024, the Board of Aldermen approved the Fiscal Year 2025 City Budget, and it has been amended previously during this fiscal year; and

WHEREAS, it is prudent to amend and reappropriate the annual budget to reflect actions the Board of Aldermen authorized during the fiscal year to ensure transparency and accountability to the public; and

WHEREAS, during the current fiscal year, the Board of Aldermen authorized expenditures from reserves that must be appropriated.

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

Section 1. The FY2025 Budget is hereby amended to reappropriate \$70,000 for accrued sick and vacation payouts in accordance with the employee handbook.

Section 2. The FY2025 Budget is hereby amended to reappropriate \$111,030 for allocated reconciliation transfers.

Section 3. The FY2025 Budget is hereby amended to reappropriate \$20,000 for air quality testing and related costs inside City Hall.

Section 4. The FY2025 Budget is hereby amended to reappropriate \$400,000 for liability judgments and associated legal costs.

Section 5. The FY2025 Budget is hereby amended to reappropriate \$220,000 for trash and recycling costs associated with the new solid waste contract.

Section 6. The FY2025 Budget is hereby amended to reappropriate \$100,000 for costs related to the DNR Integrated Management Plan grant award.

Section 7. The FY2025 Budget is hereby amended to reappropriate \$22,100 for TIF obligations.

Section 8. The reserves in each fund shall be reappropriated for each purpose.

Section 9. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF KEARNEY, MISSOURI, THIS 21ST DAY OF JANUARY 2025.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

AN ORDINANCE OF THE CITY OF KEARNEY, MISSOURI, IMPOSING A SALES TAX FOR THE PURPOSE OF IMPROVING PUBLIC SAFETY AT THE RATE OF ONE-HALF OF ONE PERCENT, PURSUANT TO SECTION 94.903 OF THE REVISED STATUTES OF THE STATE OF MISSOURI; PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY OF KEARNEY, MISSOURI FOR THEIR APPROVAL AT THE APRIL 8, 2025, GENERAL MUNICIPAL ELECTION; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

WHEREAS, the City of Kearney, Missouri, as a city of the fourth class having a population of more than nine thousand five hundred but fewer than ten thousand eight hundred inhabitants, is authorized pursuant to Section 94.903 of the Revised Statutes of the State of Missouri to impose a sales tax at the rate of one-half of one percent for the purpose of improving the public safety for such city including, but not limited to, expenditures on equipment, city public safety employee salaries and benefits, and facilities for police; and

WHEREAS, the sales tax authorized pursuant to the aforementioned statute cannot become effective until approved by the qualified voters of the City of Kearney, Missouri at a municipal general, primary, or special election; and

WHEREAS, the Board of Alderman finds that it is in the best interests of the citizens of the City of Kearney, Missouri to impose a sales tax of one-half of one percent pursuant to Section 94.903 of the Revised Statutes of the State of Missouri to improve public safety of the City of Kearney, Missouri, for the approval of the qualified voters of the City of Kearney, Missouri, at the General Municipal Election to be held on April 8, 2025.

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

Section 1. Public Safety Sales Tax. A sales tax at the rate of one-half of one percent for the purpose of improving the public safety for the City of Kearney, Missouri, including, but not limited to, expenditures on equipment, city public safety employee salaries and benefits, and facilities for police, as authorized by Section 94.903 of the Revised Statutes of Missouri, is hereby imposed upon the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Kearney, Missouri, to the extent and manner provided in Sections 144.010 to 144.525 of the Revised Statutes of Missouri.

Section 2. Effective Date. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 8, 2025, at which election the proposal to authorize the Board of Aldermen of the City of Kearney, Missouri, to impose the sale tax herein provided for shall be submitted to the qualified voters of the City of Kearney, Missouri.

Section 3. Form of Ballot. The ballot to be used in such election shall contain the following question:

Proposition A

Shall the City of Kearney impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

☐ YES

☐ NO

Section 4. Notice of Election. The City Clerk is hereby authorized and directed to notify the Board of Election Commissioners of Clay County, Missouri, in, by, and utilizing a notice substantially similar to **Exhibit A** attached hereto and incorporated into this ordinance as if fully set forth herein, no later than 5:00 P.M. on January 28, 2025, of the adoption of this Ordinance in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 5. Further Authority. Within ten (10) days after the approval of this Ordinance by the qualified voters of the City of Kearney, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City of Kearney clearly showing the boundaries thereof.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 21ST DAY OF JANUARY 2025.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

Exhibit A

NOTICE OF ELECTION

Notice is hereby given that an election to impose a citywide sales tax for the purpose of improving the public safety of the City of Kearney, Missouri, will be held in the City of Kearney, Missouri on April 8, 2025, at which election all registered voters in the City of Kearney, Missouri, will be given an opportunity to vote. Official ballot for said election will be in substantially the following form:

Proposition A

Shall the City of Kearney impose a citywide sales tax at the rate of one-half of one percent for the purpose of improving the public safety of the City?

☐ YES

☐ NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite YES. If you are opposed to the proposition, place an X in the box opposite NO

The polling place for said election will be open at 6:00 AM and close at 7:00 PM.

Given under my hand and the official seal of the City of Kearney, Missouri, this 21st day of January 2025.

ATTEST:

Randy Pogue, Mayor

Sheila Ernzen, City Clerk

RESOLUTION NO. 05-2025

A RESOLUTION APPROVING THE ADDENDUM TO THE CONTRACT FOR A NEW ELEVATED 1 MILLION GALLON STORAGE TANK BETWEEN THE CITY OF KEARNEY, MISSOURI AND CALDWELL TANKS, INC.

WHEREAS, the City of Kearney, Missouri ("City") and Caldwell Tanks, Inc. ("Company") entered into a Construction Contract for a New Elevated 1 Million Gallon Storage Tank on May 6, 2024 (Resolution 31-2024); and

WHEREAS, the Board of Aldermen believes that it is in the best interests of the citizens of Kearney to authorize and approve a change to the agreement with Caldwell Tanks, Inc. to amend the Construction Contract Times so that the Substantial Completion Date (date storage tank will be in service) will occur on or before December 1, 2025, and the final completion date will occur on or before April 29, 2026; and

WHEREAS, the City requested additional by-pass piping to improve continuity of water service during maintenance in the amount of \$25,845.33, and the Company granted the City a \$30,000.00 credit for construction efficiencies resulting in a net construction budget credit of \$4,154.67.

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 Public Works Director to sign the addendum (Change Order No. 1) to the construction contract with Caldwell Tanks, Inc. for the construction of the New 1-Million Gallon Storage Tank, at a lump sum price of \$4,742,845.23.

Section 2. The Board of Aldermen approves Change Order No. 1 to the New Elevated 1 Million Gallon Storage Tank Construction Contract and authorizes the Public Works Director to sign the document, attached and incorporated as part of this resolution.

Section 3. 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 21ST DAY OF JANUARY 2025.

APPROVED:

Randy Pogue, Mayor

ATTEST:

Sheila Ernzen, City Clerk

CHANGE ORDER NO.: 1

Owner:	City of Kearney, MO	Owner's Project No.:	
Engineer:	Lamp Rynearson	Engineer's Project No.:	0321085.01
Contractor:	Caldwell Tanks, Inc.	Contractor's Project No.:	
Project:	New Elevated 1 Million Gallon Storage Tank		
Contract Name:	New Elevated 1 Million Gallon Storage Tank		
Date Issued:	Effective Date of Change Order:		

The Contract is modified as follows upon execution of this Change Order:

Description:

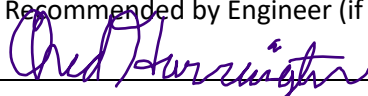
- 1. Construction of by-pass piping at the elevated storage tank's inlet piping to assist staff during maintenance. Piping shall include 8-inch waterline, an additional 12-inch gate valve within the tank inlet pipe, and an 8-inch gate valve within the by-pass piping. The contractor is requesting an additional three days to perform this work.**
- 2. Deduct of \$30,000 due to Caldwell Tank efficiencies in labor and overhead.**
- 3. Delete paragraph 4.02 in its entirety and insert the following paragraph:**
4.02 Contract Times: Dates
A. The Work will be substantially complete on or before December 1, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before April 29, 2026.
- 4. Modify Article 15 of C-800 to add the following paragraph:**
SC 15.03 Add the following new subparagraph to Paragraph 15.03:
G. Substantial Completion shall include all facets of the project completed and ready for use excepting the demolition of the existing 250,000-gallon elevated storage tank, site cleanup, and vegetation development.
- 5. Caldwell Tanks Inc., waives the right to claim time or costs associated with scope changes or additional work resulting from geotechnical design issues/concerns known as of January 13, 2025.**

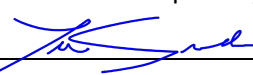
Attachments:

By-pass piping sketch and cost proposal from Caldwell Tanks, Inc.

Revised schedule from Caldwell Tanks, Inc.

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 4,747,000.00	Original Contract Times: Substantial Completion: N/A Ready for final payment: N/A
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ N/A	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: \$ 4,747,000.00	Contract Times prior to this Change Order: Substantial Completion: N/A Ready for final payment: N/A
[Increase] [Decrease] this Change Order: \$ 4,154.77	[Increase] [Decrease] this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 4,742,845.23	Contract Times with all approved Change Orders: Substantial Completion: December 25, 2025 Ready for final payment: April 29, 2026

Recommended by Engineer (if required)
By: 
Title: Project Manager
Date: 01/13/2025

Accepted by Contractor

Caldwell Tanks Project Manager
01/13/2025

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)
By: _____
Title: _____
Date: _____

November 07, 2024

Lamp Rynearson
9001 State Line Road Suite 200
Kansas City, MO 64114
Attention: Chad Harrington

Subject: New Elevated 1 Million Gallon Storage Tank
Project NO. 0321085.01

Re: Caldwell Tanks Project No. E-9418 – Kearney, MO
PCOR – 02 – Bypass Piping Additions – REV 1

Dear Chad,

Per modified bypass piping request, Caldwell Tanks, Inc. (“CTI”) has complied the cost to add the following items to the project piping plan as requested:

Material and Labor	\$27,107.00
Sub OH&P	\$ 2,710.70
Subcontractor Subtotal	\$29,817.70
CTI PM	\$ 750.00
CTI OH&P	\$ 1,528.39
Change Order Total:	\$32,096.09

Material and Labor	\$21,695.00
Sub OH&P	\$ 2,169.50
Subcontractor Subtotal	\$23,864.50
CTI PM	\$ 750.00
CTI OH&P	\$ 1,230.73
Change Order Total without additional 12” valve:	\$25,845.23

Note this PCOR is being requested in lieu of our original offer of the project deduct of (\$30,000). CTI, is still requesting the project schedule extension as noted on the attached project baseline schedule and would cover the cost of the above additional bypass piping. This piping configuration will occur in (2) separate mobilizations. Note: The initial piping will be re-routed as designed during initial construction of the foundation, but the final bypass piping cannot be installed until after tank erection is completed. NO piping can be above ground before the tank is erected. Please let me know if you have any questions or need additional information to implement this request.

Kind Regards,



Tina Snellen
Project Manager
Caldwell Tanks, Inc.

Decker Construction Services, Inc.

710 North Street
Lathrop, MO 64465
816-740-7000
Fax: 740-7005

Date: November 7, 2024

To: Ozark Mountain Construction
1002 Artis Lane
Conway, AR 72034

Attn: Ms. Amber Breshears

Re: **PROPOSAL** – Water Line Bypass Installation – New Elevated 1 Million Gallon Tank

Decker Construction Services, Inc. proposes to furnish all labor, equipment, materials and insurance for the above referenced project for a cost as follows. Work to be completed in compliance with Lamp Rynearson plans dated 2024.

Line	Description	Qty	Unit		Unit Price	Item Total
1	Mobilization	1	LS	@	\$ 3,600.00	\$ 3,600.00
2	8" C900 Main Installation	40	LF	@	\$ 100.00	\$ 4,000.00
3	Connection to New Main	1	EA	@	\$ 4,802.00	\$ 4,802.00
4	12" Valve Installation	1	EA	@	\$ 5,412.00	\$ 5,412.00
5.	8" Valve Installation	1	EA	@	\$ 3,881.00	\$ 3,881.00
	Total					\$ 21,695.00

Work included in this price is as follows:

1. Furnish and Install 8" C900 DR18 gasket joint pipe, with tracer wire
2. Furnish and install connection to new water main of project per plans provided
3. Furnish and install 1-12" valves per plans provided.
4. Furnish and install 1 – 8" valve per plans provided
5. Participate in the Missouri One Call System
6. Clay County Prevailing Wage including Affidavit of Compliance
7. All employees minimum OSHA 10-Hour, E-Verify, etc.

Work not included is as follows:

1. Sales tax on materials
2. Connection to water tower, including piping inside foundation by others
3. Traffic control, lane closures, site access, staking and layout, etc. – by others
4. Surety Bonding – add 1% if needed
5. Haul off of debris
6. Rock excavation add \$20.00/foot

All payroll taxes, workers' compensation and liability insurance included. Certificates of insurance available upon request. Payment expected within 30 days from date of invoice, with no retainage. This proposal is good for sixty days.

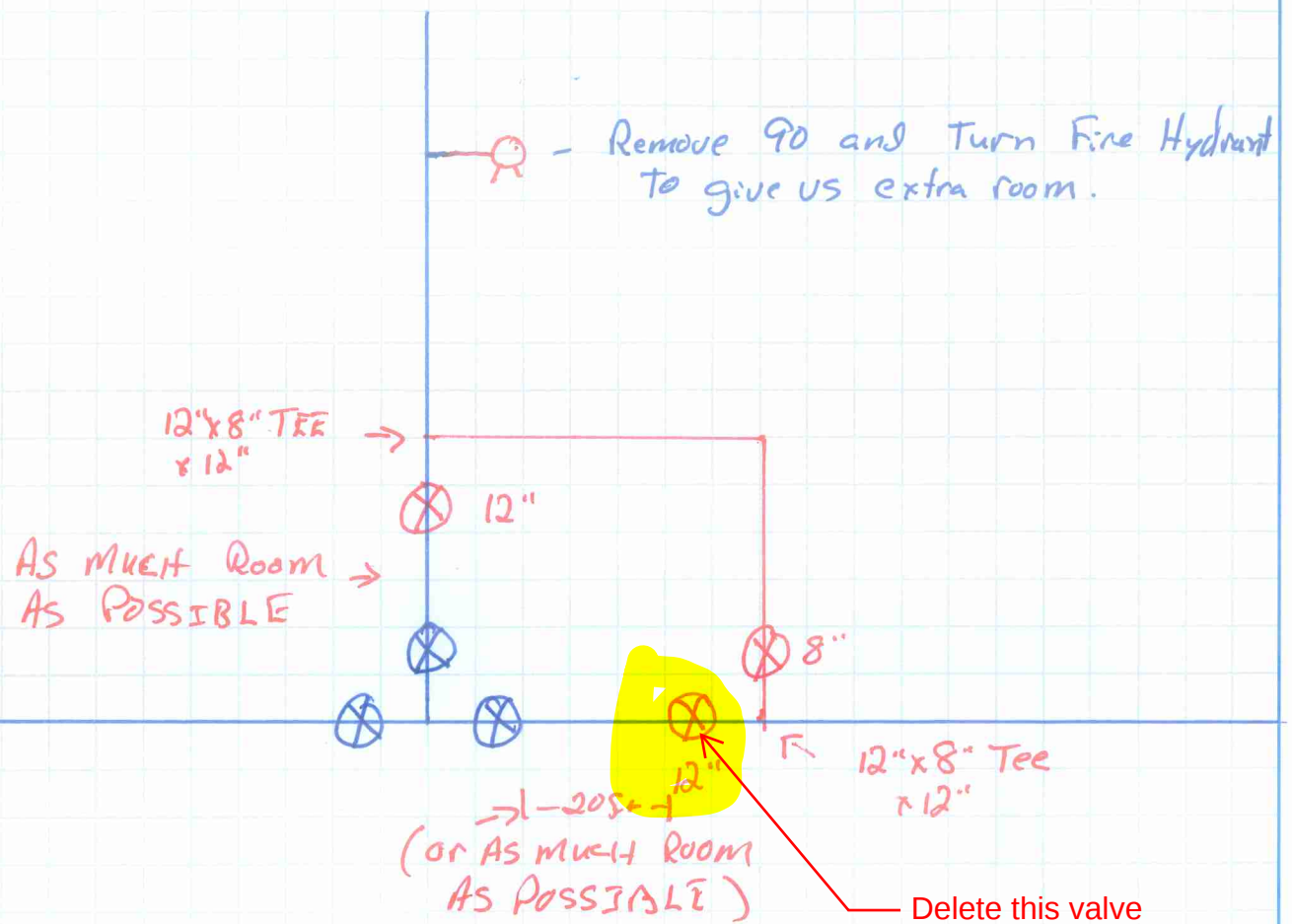
If you have any questions, please call.

Respectfully,

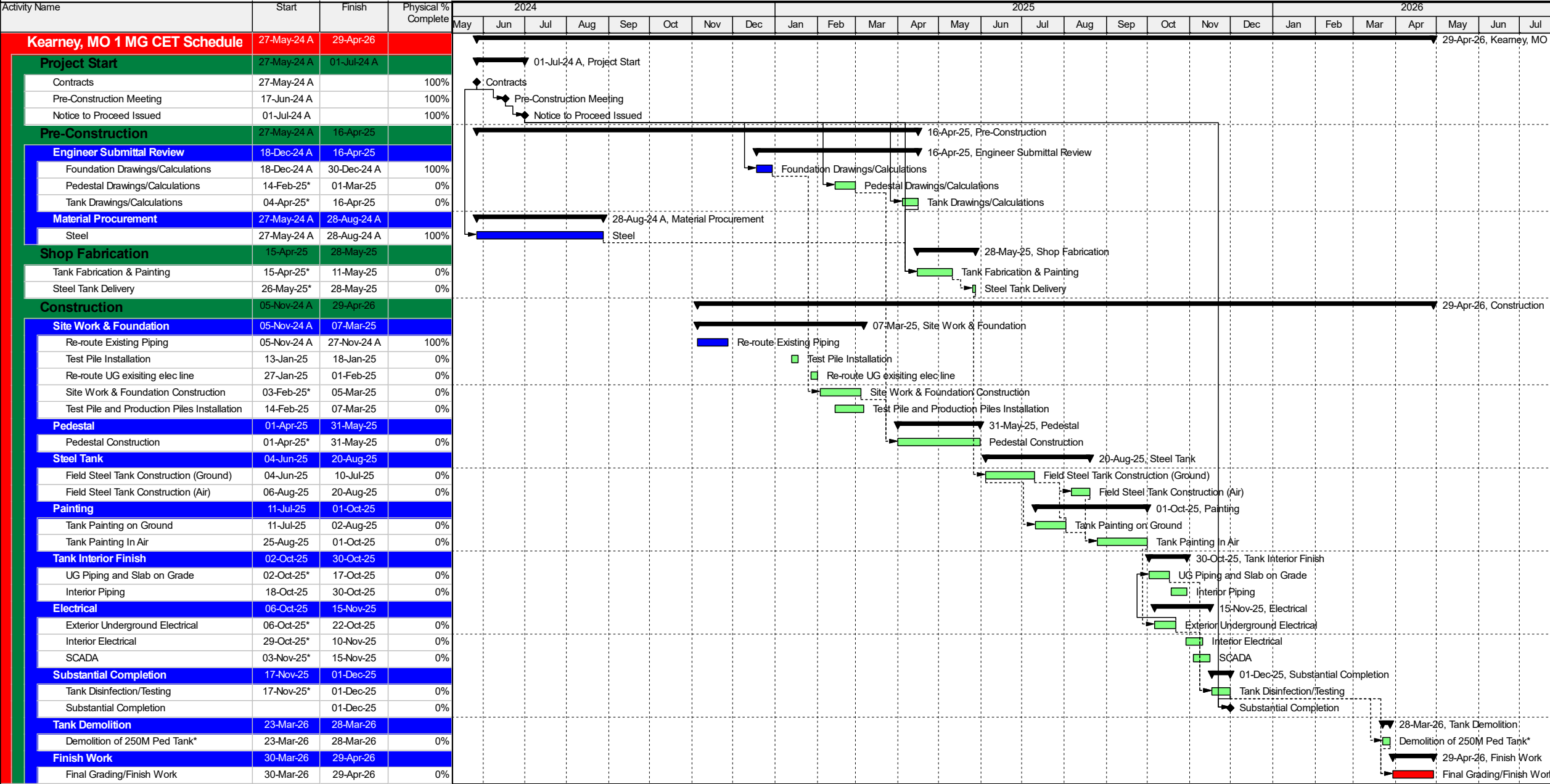
Jason Southern

Jason Southern
Decker Construction Services, Inc.

Accepted by: _____ Date: _____



Kearney, MO 1 MG CET Schedule



Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

Caldwell Tanks, Inc.
Project Manager: Tina Snellen
CTI Project Number: Kearney, MO 1 MG CET

City of Kearney, Missouri

Statement of Revenues and Expenditures - Cash Basis For the Nine Months ended December 31, 2024

Fund Number	Fund Name	Revenues	Expenditures	Revenues Over/ (Under) Expenditures
General Fund				
010	General Fund	\$ 4,958,937.21	\$ 5,781,593.57	\$ (822,656.36)
Special Revenue Funds				
011	DWI/ Drug Fund	2,758.86	45.00	2,713.86
012	Use Tax Fund	1,098,245.22	1,282,275.46	(184,030.24)
013	Sales Tax Fund	1,629,425.95	1,594,588.53	34,837.42
014	Park Capital Improvements Fund	133,400.11	8,578.50	124,821.61
015	Cemetery Fund	56,388.62	22,294.19	34,094.43
016	Police Training Fund	2,303.29	3,816.00	(1,512.71)
017	Park Fund	532,218.87	564,829.69	(32,610.82)
018	Transportation Sales Tax Fund	1,226,323.95	1,596,979.10	(370,655.15)
019	Capital Improvements Sales Tax Fund	710,535.08	923,991.29	(213,456.21)
061	Inmate Security Fund	2,851.02	36.00	2,815.02
062	K9 Fund	8,105.43	9,290.78	(1,185.35)
065	Wireless Capital Improvement Fund	84,005.85	142,394.11	(58,388.26)
066	ARPA/ CARES Act Fund	-	63.00	(63.00)
073	Shoppes at Kearney TIF Fund	554,045.77	908,550.89	(354,505.12)
Proprietary Funds				
020	Water & Sewer Revenue Fund	24,757.01	540,000.00	(515,242.99)
022	Meter Deposit Fund	2,501.46	-	2,501.46
030	Water & Sewer Sinking Fund	48,492.17	-	48,492.17
033	Water Fund	7,640,072.46	7,212,733.65	427,338.81
035	Sewer Fund	2,117,058.79	1,742,243.03	374,815.76
Capital Projects Funds				
024	Water Capital Improvements Fund	420,870.06	-	420,870.06
025	Sewer Capital Improvements Fund	385,816.49	108,262.95	277,553.54
026	Water Construction Fund	4,841,800.00	90,717.90	4,751,082.10
028	Highway Construction Fund	233,332.94	249,337.04	(16,004.10)
029	2015 Street Bond Fund	1,406.34	-	1,406.34
051	Park Construction Fund	192,639.32	66,348.34	126,290.98
052	Storm Water Projects	297,216.00	963,453.03	(666,237.03)
053	Sidewalk & Trail Construction	711,200.00	150,534.40	560,665.60
054	Building Improvement Fund	-	55,188.80	(55,188.80)
Debt Service Funds				
055	2015 GO Highway Bond Debt Fund	572,960.44	60,056.25	512,904.19
056	I-35 and 19th Street Interchange Bond Fund	1,670,002.49	408,524.38	1,261,478.11
		<u>\$ 30,159,671.20</u>	<u>\$ 24,486,725.88</u>	<u>\$ 5,672,945.32</u>

City of Kearney, Missouri

Statement of Revenues and Expenditures - Cash Basis For the One Month and Nine Months Ended December 31, 2024

			Portion of Year Elapsed:		75%
	One Month ended 12/31/24	YTD ended 12/31/24	FY 2025 Budget	Amount (Under) Over Budget	Percent of Budget
010 General Fund					
REVENUES					
Taxes	\$ 98,849.17	\$ 987,175.62	\$ 2,685,893.00	\$ (1,698,717.38)	36.75%
Licenses & Permits	31,139.44	118,564.86	141,500.00	(22,935.14)	83.79%
Intergovernmental	-	69,777.17	136,345.00	(66,567.83)	51.18%
Charges for Services	214,180.27	1,917,063.40	2,674,101.00	(757,037.60)	71.69%
Fines	16,073.36	121,849.28	62,500.00	59,349.28	194.96%
Interest & Other	39,930.76	224,600.42	81,500.00	143,100.42	275.58%
Interfund Transfers	167,001.47	1,519,906.46	2,045,713.00	(525,806.54)	74.30%
Total General Fund Revenues	<u>567,174.47</u>	<u>4,958,937.21</u>	<u>7,827,552.00</u>	<u>(2,868,614.79)</u>	63.35%
EXPENDITURES					
City Hall	142,436.35	1,310,221.23	1,786,240.00	(476,018.77)	73.35%
Non-Departmental	60,224.00	542,016.00	722,690.00	(180,674.00)	75.00%
Municipal Court	12,165.91	85,832.46	116,770.00	(30,937.54)	73.51%
Community Development	26,831.33	268,962.08	426,120.00	(157,157.92)	63.12%
Economic Development	-	15,000.00	20,000.00	(5,000.00)	75.00%
Firehouse Center	9,487.31	90,508.31	133,700.00	(43,191.69)	67.70%
Historic Museum	451.69	6,064.70	12,100.00	(6,035.30)	50.12%
Police	176,953.99	1,980,966.53	3,059,400.00	(1,078,433.47)	64.75%
Public Works	49,983.21	381,797.18	682,900.00	(301,102.82)	55.91%
Solid Waste	66,488.25	660,496.64	941,560.00	(281,063.36)	70.15%
Capital Outlay	52,829.20	439,728.44	816,500.00	(376,771.56)	53.86%
Total General Fund Expenditures	<u>597,851.24</u>	<u>5,781,593.57</u>	<u>8,717,980.00</u>	<u>(2,559,614.87)</u>	66.32%
011 DWI/ Drug Fund					
Revenues	466.86	2,758.86	1,000.00	1,758.86	275.89%
Expenditures	5.00	45.00	55.00	(10.00)	81.82%
012 Use Tax Fund					
Revenues	96,112.13	1,098,245.22	1,300,000.00	(201,754.78)	84.48%
Expenditures	130,442.47	1,282,275.46	1,792,312.00	(510,036.54)	71.54%
013 Sales Tax Fund					
Revenues	175,751.78	1,629,425.95	2,140,200.00	(510,774.05)	76.13%
Expenditures	171,576.31	1,594,588.53	2,163,273.00	(568,684.47)	73.71%
014 Park Capital Improvements Fund					
Revenues	14,505.55	133,400.11	157,690.00	(24,289.89)	84.60%
Expenditures	64.00	8,578.50	76,775.00	(68,196.50)	11.17%

City of Kearney, Missouri

Statement of Revenues and Expenditures - Cash Basis For the One Month and Nine Months Ended December 31, 2024

			Portion of Year Elapsed:		75%
	One Month ended 12/31/24	YTD ended 12/31/24	FY 2025 Budget	Amount (Under) Over Budget	Percent of Budget
015 Cemetery Fund					
Revenues	4,801.07	56,388.62	45,000.00	11,388.62	125.31%
Expenditures	2,093.49	22,294.19	44,645.00	(22,350.81)	49.94%
016 Police Training Fund					
Revenues	278.92	2,303.29	1,370.00	933.29	168.12%
Expenditures	424.00	3,816.00	5,080.00	(1,264.00)	75.12%
017 Park Fund					
Revenues	41,109.01	532,218.87	718,890.00	(186,671.13)	74.03%
Expenditures	40,739.59	564,829.69	765,519.00	(200,689.31)	73.78%
018 Transportation Sales Tax Fund					
Revenues	157,630.95	1,226,323.95	1,906,500.00	(680,176.05)	64.32%
Expenditures	118,761.21	1,596,979.10	2,962,653.00	(1,365,673.90)	53.90%
019 Capital Improvements Sales Tax Fund					
Revenues	75,442.84	710,535.08	999,000.00	(288,464.92)	71.12%
Expenditures	102,229.17	923,991.29	1,241,062.00	(317,070.71)	74.45%
061 Inmate Security Fund					
Revenues	321.08	2,851.02	800.00	2,051.02	356.38%
Expenditures	4.00	36.00	44.00	(8.00)	81.82%
062 K9 Fund					
Revenues	61.42	8,105.43	17,500.00	(9,394.57)	46.32%
Expenditures	225.00	9,290.78	17,500.00	(8,209.22)	53.09%
065 Wireless Capital Improvement Fund					
Revenues	9,650.57	84,005.85	107,900.00	(23,894.15)	77.86%
Expenditures	151.00	142,394.11	268,811.00	(126,416.89)	52.97%
066 ARPA/ CARES Act Fund					
Revenues	-	-	-	-	100.00%
Expenditures	-	63.00	63.00	-	100.00%
073 Shoppes at Kearney TIF Fund					
Revenues	65,171.26	554,045.77	1,247,360.00	(693,314.23)	44.42%
Expenditures	78,239.63	908,550.89	1,655,404.00	(746,853.11)	54.88%
020 Water & Sewer Revenue Fund					
Revenues	900.90	24,757.01	-	24,757.01	100.00%
Expenditures	-	540,000.00	540,000.00	-	100.00%
022 Meter Deposit Fund					
Revenues	780.97	2,501.46	-	2,501.46	100.00%
Expenditures	-	-	-	-	100.00%

City of Kearney, Missouri

Statement of Revenues and Expenditures - Cash Basis For the One Month and Nine Months Ended December 31, 2024

			Portion of Year Elapsed:		75%
	One Month ended 12/31/24	YTD ended 12/31/24	FY 2025 Budget	Amount (Under) Over Budget	Percent of Budget
030 Water & Sewer Sinking Fund					
Revenues	3,513.09	48,492.17	24,000.00	24,492.17	202.05%
Expenditures	-	-	-	-	0.00%
033 Water Fund					
Revenues	242,963.18	7,640,072.46	8,565,060.00	(924,987.54)	89.20%
Expenditures	181,307.23	7,212,733.65	9,007,138.00	(1,794,404.35)	80.08%
035 Sewer Fund					
Revenues	206,180.19	2,117,058.79	2,944,600.00	(827,541.21)	71.90%
Expenditures	112,182.78	1,742,243.03	2,933,008.00	(1,190,764.97)	59.40%
024 Water Capital Improvements Fund					
Revenues	10,550.99	420,870.06	300,000.00	120,870.06	140.29%
Expenditures	-	-	280,000.00	(280,000.00)	0.00%
025 Sewer Capital Improvements Fund					
Revenues	4,058.68	385,816.49	264,100.00	121,716.49	146.09%
Expenditures	3,692.55	108,262.95	493,619.00	(385,356.05)	21.93%
026 Water Construction Fund					
Revenues	-	4,841,800.00	5,601,037.00	(759,237.00)	86.44%
Expenditures	690.34	90,717.90	5,397,688.00	(5,306,970.10)	1.68%
028 Highway Construction Fund					
Revenues	24,041.98	233,332.94	83,382.00	149,950.94	279.84%
Expenditures	48,102.50	249,337.04	500,000.00	(250,662.96)	49.87%
029 2015 Street Bond Fund					
Revenues	136.08	1,406.34	-	1,406.34	100.00%
Expenditures	-	-	15,651.00	(15,651.00)	0.00%
051 Park Construction Fund					
Revenues	20,876.74	192,639.32	718,000.00	(525,360.68)	26.83%
Expenditures	65,946.36	66,348.34	1,217,894.00	(1,151,545.66)	5.45%
052 Storm Water Projects					
Revenues	33,017.00	297,216.00	396,270.00	(99,054.00)	75.00%
Expenditures	420,968.29	963,453.03	1,252,000.00	(288,546.97)	76.95%

City of Kearney, Missouri

Statement of Revenues and Expenditures - Cash Basis For the One Month and Nine Months Ended December 31, 2024

			Portion of Year Elapsed:		75%
	One Month ended 12/31/24	YTD ended 12/31/24	FY 2025 Budget	Amount (Under) Over Budget	Percent of Budget
053 Sidewalk & Trail Construction					
Revenues	88,900.00	711,200.00	1,066,800.00	(355,600.00)	66.67%
Expenditures	3,031.25	150,534.40	1,259,740.00	(1,109,205.60)	11.95%
054 Building Improvement Fund					
Revenues	-	-	2,500,000.00	(2,500,000.00)	0.00%
Expenditures	-	55,188.80	2,500,000.00	(2,444,811.20)	2.21%
055 2015 GO Highway Bond Debt Fund					
Revenues	68,309.23	572,960.44	820,000.00	(247,039.56)	69.87%
Expenditures	550.00	60,056.25	883,913.00	(823,856.75)	6.79%
056 I-35 and 19th Street Interchange Bond Fund					
Revenues	180,306.36	1,670,002.49	1,998,000.00	(327,997.51)	83.58%
Expenditures	9,158.00	408,524.38	1,651,159.00	(1,242,634.62)	24.74%
Total of All Funds Revenues	2,093,013.30	30,159,671.20	41,752,011.00	(11,592,339.80)	72.24%
Total of All Funds Expenditures	2,088,435.41	24,486,725.88	47,642,986.00	(23,156,260.12)	51.40%
All Funds Revenues Over (Under)					
Expenditures	<u>\$ 4,577.89</u>	<u>\$ 5,672,945.32</u>			

City of Kearney, Missouri

Comparison of Revenues & Expenditures For the One Month ended December 31, 2024 and December 31, 2023

	One month ended 12/31/24	One month ended 12/31/23	Variance Current Year Over (Under) Prior Year
010 General Fund			
REVENUES			
Taxes	\$ 98,849.17	\$ 82,637.92	\$ 16,211.25
Licenses & Permits	31,139.44	14,914.88	16,224.56
Intergovernmental	-	-	-
Charges for Services	214,180.27	178,224.84	35,955.43
Fines	16,073.36	7,230.52	8,842.84
Interest & Other	39,930.76	17,346.24	22,584.52
Interfund Transfers	167,001.47	161,379.89	5,621.58
Total General Fund Revenues	567,174.47	461,734.29	105,440.18
EXPENDITURES			
City Hall	142,436.35	174,341.19	(31,904.84)
Non-Departmental	60,224.00	60,391.00	(167.00)
Municipal Court	12,165.91	9,631.67	2,534.24
Community Development	26,831.33	42,462.00	(15,630.67)
Economic Development	-	-	-
Firehouse Center	9,487.31	27,998.47	(18,511.16)
Historic Museum	451.69	631.59	(179.90)
Police	176,953.99	212,075.00	(35,121.01)
Public Works	49,983.21	32,929.25	17,053.96
Solid Waste	66,488.25	-	66,488.25
Capital Outlay	52,829.20	21,390.72	31,438.48
Total General Fund Expenditures	597,851.24	581,850.89	16,000.35
011 DWI/ Drug Fund			
Revenues	466.86	-	466.86
Expenditures	5.00	6.00	(1.00)
012 Use Tax Fund			
Revenues	96,112.13	129,735.38	(33,623.25)
Expenditures	130,442.47	548,124.89	(417,682.42)

City of Kearney, Missouri

Comparison of Revenues & Expenditures For the One Month ended December 31, 2024 and December 31, 2023

		One month ended 12/31/24	One month ended 12/31/23	Variance Current Year Over (Under) Prior Year
013	Sales Tax Fund			
	Revenues	175,751.78	157,686.48	18,065.30
	Expenditures	171,576.31	153,971.97	17,604.34
014	Park Capital Improvements Fund			
	Revenues	14,505.55	12,749.33	1,756.22
	Expenditures	64.00	58.00	6.00
015	Cemetery Fund			
	Revenues	4,801.07	2,555.16	2,245.91
	Expenditures	2,093.49	46.00	2,047.49
016	Police Training Fund			
	Revenues	278.92	137.33	141.59
	Expenditures	424.00	6.00	418.00
017	Park Fund			
	Revenues	41,109.01	43,267.09	(2,158.08)
	Expenditures	40,739.59	84,524.37	(43,784.78)
018	Transportation Sales Tax Fund			
	Revenues	157,630.95	95,038.90	62,592.05
	Expenditures	118,761.21	460,707.24	(341,946.03)
019	Capital Improvements Sales Tax Fund			
	Revenues	75,442.84	68,092.87	7,349.97
	Expenditures	102,229.17	83,435.49	18,793.68
061	Inmate Security Fund			
	Revenues	321.08	126.99	194.09
	Expenditures	4.00	3.00	1.00
062	K9 Fund			
	Revenues	61.42	2,222.58	(2,161.16)
	Expenditures	225.00	-	225.00
065	Wireless Capital Improvement Fund			
	Revenues	9,650.57	12,440.52	(2,789.95)
	Expenditures	151.00	148.00	3.00

City of Kearney, Missouri

Comparison of Revenues & Expenditures For the One Month ended December 31, 2024 and December 31, 2023

	One month ended 12/31/24	One month ended 12/31/23	Variance Current Year Over (Under) Prior Year
066 ARPA/ CARES Act Fund			
Revenues	-	6,652.51	(6,652.51)
Expenditures	-	1,422,713.00	(1,422,713.00)
073 Shoppes at Kearney TIF Fund			
Revenues	65,171.26	53,908.96	11,262.30
Expenditures	78,239.63	47,672.44	30,567.19
020 Water & Sewer Revenue Fund			
Revenues	900.90	1,948.68	(1,047.78)
Expenditures	-	-	-
022 Meter Deposit Fund			
Revenues	780.97	(5,339.76)	6,120.73
Expenditures	-	(2,674.49)	2,674.49
030 Water & Sewer Sinking Fund			
Revenues	3,513.09	2,497.82	1,015.27
Expenditures	-	-	-
031 Water & Sewer Reserve Fund			
Revenues	-	5.52	(5.52)
Expenditures	-	-	-
032 Water & Sewer Depreciation Fund			
Revenues	-	3.97	(3.97)
Expenditures	-	-	-
033 Water Fund			
Revenues	242,963.18	223,649.68	19,313.50
Expenditures	181,307.23	154,254.67	27,052.56
035 Sewer Fund			
Revenues	206,180.19	179,421.62	26,758.57
Expenditures	112,182.78	99,634.48	12,548.30
024 Water Capital Improvements Fund			
Revenues	10,550.99	15,309.54	(4,758.55)
Expenditures	-	6,000.00	(6,000.00)

City of Kearney, Missouri

Comparison of Revenues & Expenditures For the One Month ended December 31, 2024 and December 31, 2023

	One month ended 12/31/24	One month ended 12/31/23	Variance Current Year Over (Under) Prior Year
025 Sewer Capital Improvements Fund			
Revenues	4,058.68	1,086.80	2,971.88
Expenditures	3,692.55	16,422.80	(12,730.25)
026 Water Construction Fund			
Revenues	-	922,713.00	(922,713.00)
Expenditures	690.34	6,063.75	(5,373.41)
028 Highway Construction Fund			
Revenues	24,041.98	101,341.24	(77,299.26)
Expenditures	48,102.50	171,331.63	(123,229.13)
029 2015 Street Bond Fund			
Revenues	136.08	88.23	47.85
Expenditures	-	-	-
051 Park Construction Fund			
Revenues	20,876.74	506,113.12	(485,236.38)
Expenditures	65,946.36	37,843.12	28,103.24
052 Storm Water Projects			
Revenues	33,017.00	869,368.78	(836,351.78)
Expenditures	420,968.29	-	420,968.29
053 Sidewalk & Trail Construction			
Revenues	88,900.00	17,074.90	71,825.10
Expenditures	3,031.25	-	3,031.25
054 Building Improvement Fund			
Revenues	-	-	-
Expenditures	-	-	-
055 2015 GO Highway Bond Debt Fund			
Revenues	68,309.23	66,717.74	1,591.49
Expenditures	550.00	421.00	129.00
056 I-35 and 19th Street Interchange Bond Fund			
Revenues	180,306.36	156,766.98	23,539.38
Expenditures	9,158.00	8,325.00	833.00
Total of All Funds Revenues	2,093,013.30	4,105,116.25	(2,012,102.95)
Total of All Funds Expenditures	2,088,435.41	3,880,889.25	(1,792,453.84)
All Funds Revenues Over (Under) Expenditures	\$ 4,577.89	\$ 224,227.00	\$ (219,649.11)

City of Kearney, Missouri

Comparison of Revenues & Expenditures

For the Nine Months ended December 31, 2024 and December 31, 2023

	Nine Months ended 12/31/24	Nine Months ended 12/31/23	Variance Current Year Over (Under) Prior Year
010 General Fund			
REVENUES			
Taxes	\$ 987,175.62	\$ 912,723.28	\$ 74,452.34
Licenses & Permits	118,564.86	82,966.50	35,598.36
Intergovernmental	69,777.17	4,763.47	65,013.70
Charges for Services	1,917,063.40	1,596,439.90	320,623.50
Fines	121,849.28	42,637.19	79,212.09
Interest & Other	224,600.42	111,596.89	113,003.53
Interfund Transfers	1,519,906.46	1,407,979.56	111,926.90
Total General Fund Revenues	4,958,937.21	4,159,106.79	799,830.42
EXPENDITURES			
City Hall	1,310,221.23	1,119,899.45	190,321.78
Non-Departmental	542,016.00	543,519.00	(1,503.00)
Municipal Court	85,832.46	69,766.28	16,066.18
Community Development	268,962.08	259,402.02	9,560.06
Economic Development	15,000.00	15,000.00	-
Firehouse Center	90,508.31	113,440.38	(22,932.07)
Historic Museum	6,064.70	6,717.98	(653.28)
Police	1,980,966.53	1,698,070.41	282,896.12
Public Works	381,797.18	152,100.72	229,696.46
Solid Waste	660,496.64	550,640.59	109,856.05
Capital Outlay	439,728.44	180,649.09	259,079.35
Total General Fund Expenditures	5,781,593.57	4,709,205.92	1,072,387.65
011 DWI/ Drug Fund			
Revenues	2,758.86	903.61	1,855.25
Expenditures	45.00	54.00	(9.00)
012 Use Tax Fund			
Revenues	1,098,245.22	1,071,208.02	27,037.20
Expenditures	1,282,275.46	1,620,264.22	(337,988.76)

City of Kearney, Missouri

Comparison of Revenues & Expenditures

For the Nine Months ended December 31, 2024 and December 31, 2023

		Nine Months ended 12/31/24	Nine Months ended 12/31/23	Variance Current Year Over (Under) Prior Year
013	Sales Tax Fund			
	Revenues	1,629,425.95	1,471,317.51	158,108.44
	Expenditures	1,594,588.53	1,458,430.24	136,158.29
014	Park Capital Improvements Fund			
	Revenues	133,400.11	121,449.17	11,950.94
	Expenditures	8,578.50	8,895.75	(317.25)
015	Cemetery Fund			
	Revenues	56,388.62	42,456.97	13,931.65
	Expenditures	22,294.19	498.00	21,796.19
016	Police Training Fund			
	Revenues	2,303.29	1,361.09	942.20
	Expenditures	3,816.00	54.00	3,762.00
017	Park Fund			
	Revenues	532,218.87	551,925.56	(19,706.69)
	Expenditures	564,829.69	686,720.38	(121,890.69)
018	Transportation Sales Tax Fund			
	Revenues	1,226,323.95	1,061,200.99	165,122.96
	Expenditures	1,596,979.10	1,879,318.35	(282,339.25)
019	Capital Improvements Sales Tax Fund			
	Revenues	710,535.08	686,229.13	24,305.95
	Expenditures	923,991.29	770,438.45	153,552.84
061	Inmate Security Fund			
	Revenues	2,851.02	1,279.99	1,571.03
	Expenditures	36.00	27.00	9.00
062	K9 Fund			
	Revenues	8,105.43	19,064.05	(10,958.62)
	Expenditures	9,290.78	1,375.79	7,914.99
065	Wireless Capital Improvement Fund			
	Revenues	84,005.85	111,067.66	(27,061.81)
	Expenditures	142,394.11	4,562.23	137,831.88

City of Kearney, Missouri

Comparison of Revenues & Expenditures

For the Nine Months ended December 31, 2024 and December 31, 2023

		Nine Months ended 12/31/24	Nine Months ended 12/31/23	Variance Current Year Over (Under) Prior Year
066	ARPA/ CARES Act Fund			
	Revenues	-	56,440.06	(56,440.06)
	Expenditures	63.00	1,422,713.00	(1,422,650.00)
073	Shoppes at Kearney TIF Fund			
	Revenues	554,045.77	521,116.46	32,929.31
	Expenditures	908,550.89	511,040.27	397,510.62
020	Water & Sewer Revenue Fund			
	Revenues	24,757.01	49,862.85	(25,105.84)
	Expenditures	540,000.00	1,236,574.60	(696,574.60)
022	Meter Deposit Fund			
	Revenues	2,501.46	451.01	2,050.45
	Expenditures	-	-	-
030	Water & Sewer Sinking Fund			
	Revenues	48,492.17	33,530.15	14,962.02
	Expenditures	-	-	-
031	Water & Sewer Reserve Fund			
	Revenues	-	210.39	(210.39)
	Expenditures	-	-	-
032	Water & Sewer Depreciation Fund			
	Revenues	-	123.48	(123.48)
	Expenditures	-	-	-
033	Water Fund			
	Revenues	7,640,072.46	2,327,378.89	5,312,693.57
	Expenditures	7,212,733.65	1,783,308.71	5,429,424.94
035	Sewer Fund			
	Revenues	2,117,058.79	1,813,652.72	303,406.07
	Expenditures	1,742,243.03	1,444,107.60	298,135.43
024	Water Capital Improvements Fund			
	Revenues	420,870.06	555,378.73	(134,508.67)
	Expenditures	-	50,000.00	(50,000.00)

City of Kearney, Missouri

Comparison of Revenues & Expenditures

For the Nine Months ended December 31, 2024 and December 31, 2023

	Nine Months ended 12/31/24	Nine Months ended 12/31/23	Variance Current Year Over (Under) Prior Year
025 Sewer Capital Improvements Fund			
Revenues	385,816.49	609,061.17	(223,244.68)
Expenditures	108,262.95	302,961.32	(194,698.37)
026 Water Construction Fund			
Revenues	4,841,800.00	1,013,475.75	3,828,324.25
Expenditures	90,717.90	471,133.18	(380,415.28)
028 Highway Construction Fund			
Revenues	233,332.94	1,641,751.51	(1,408,418.57)
Expenditures	249,337.04	3,215,529.40	(2,966,192.36)
029 2015 Street Bond Fund			
Revenues	1,406.34	2,699.82	(1,293.48)
Expenditures	-	11,416.23	(11,416.23)
051 Park Construction Fund			
Revenues	192,639.32	585,766.73	(393,127.41)
Expenditures	66,348.34	79,363.12	(13,014.78)
052 Storm Water Projects			
Revenues	297,216.00	1,004,456.78	(707,240.78)
Expenditures	963,453.03	173,532.62	789,920.41
053 Sidewalk & Trail Construction			
Revenues	711,200.00	150,676.03	560,523.97
Expenditures	150,534.40	6,800.00	143,734.40
054 Building Improvement Fund			
Revenues	-	-	-
Expenditures	55,188.80	-	55,188.80
055 2015 GO Highway Bond Debt Fund			
Revenues	572,960.44	562,825.19	10,135.25
Expenditures	60,056.25	66,413.25	(6,357.00)
056 I-35 and 19th Street Interchange Bond Fund			
Revenues	1,670,002.49	1,543,289.21	126,713.28
Expenditures	408,524.38	421,752.38	(13,228.00)
Total of All Funds Revenues	30,159,671.20	21,770,717.47	8,388,953.73
Total of All Funds Expenditures	24,486,725.88	22,336,490.01	2,150,235.87
All Funds Revenues Over (Under)			
Expenditures	\$ 5,672,945.32	\$ (565,772.54)	\$ 6,238,717.86

Memo

To: Mayor and Board of Aldermen

From: David Pavlich, Community Development Director

Date: January 21, 2025

Re: Zoning Code Amendment – Reduce Minimum Lot Size, Increase Residential Densities, Modify Land Uses & Parking, and Create the Downtown Overlay Zoning District (Public Hearing)

The Board of Aldermen's FY 2025 priorities and initiatives related to housing and commercial/retail include:

- Decrease minimum lot size requirements for some housing types and identify areas for high-density housing;
- Identify possible economic development incentives to encourage new commercial and retail businesses, including downtown;
- Utilize economic development incentives to attract manufacturing, office, and light industrial development; and
- Update the City's future land use map and consider overlay districts in areas of the City where future Commercial and retail development should occur.

Staff has been working on a proposed zoning code amendment that would reduce minimum residential lots sizes and increase residential densities; provide flexibility and crossover of some land uses in certain districts, such as high-density residential allowed as a conditional use in the Commercial district; and create a Downtown Overlay District.

Attached is a draft ordinance that proposes to amend Zoning Code sections R-1, R-2, R-3, R-4, C-O, C-1, C, and M; to create a new district called the Downtown Overlay District, and to update the Land Use Table, Parking Table, and Definitions sections. Key changes to these sections include:

R-1 – Low Density Residential (single-family)

- Add accessory dwelling units (internal) as a permitted use. (For example, a finished basement with full bedroom, bath, and kitchen facilities for elderly parents or adult children living at home);
- Add accessory dwelling units (attached, detached) as conditional uses;
- Reduce minimum lot size from 75' x 110' (8,250 sf) to 60' x 100' (6,000 sf);
- Increase maximum density from 5 dwelling units/acre to 8 dwelling units/acre;
- Reduce the rear yard setback from 30' to 25'.

R-2 – Two-Family Residential

- Add accessory dwelling units as permitted uses;
- Reduce minimum lot size to 60' x 100' (6,000 sf) for single-family lots and duplex lots (currently 90' x 110' = 9,900 sf);
- Increase maximum density from 9 dwelling units/acre to 10 dwelling units/acre;
- Reduce the rear yard setback from 30' to 25';
- Clarify that duplexes to be divided into separate ownership must have separate utility services to each unit.

R-3 – Medium Density Residential

- Reduce minimum lot size to 4,000 square feet for multi-family;
- Increase maximum density from 13 dwelling units/acre to 15 dwelling units/acre.

R-4 – High Density Residential

- Introduce some commercial and office uses as conditional uses in the district;
- Reduce minimum lot size to 4,000 square feet for multi-family;
- Increase maximum density from 26 dwelling units/acre to 36 dwelling units/acre.

C-O – Commercial Office

- Consolidate several commercial and office land uses types (for example, an insurance office would be “general office” or a shoe store would be “retail services”)
- Allow multi-family apartments and some other commercial uses as a conditional use in the district;
- Reduce minimum lot size to 4,000 square feet;
- Increase maximum building height from 35 feet to 60 feet.

C-1 – Neighborhood Commercial

- Consolidate many commercial and office land uses types (for example, an insurance office would be “general office” or a shoe store would be “retail services”);
- Allow multi-family apartments as a conditional use;
- Reduce minimum lot size to 4,000 square feet;
- Increase maximum building height from 35 feet to 60 feet.

C – General Commercial

- Consolidate many commercial and office land uses types (for example, an insurance office is classified as “general office” or a shoe store is classified as “retail services”);
- Allow multi-family apartments as a conditional use;
- Allows Light Industrial and Warehousing/Distribution as conditional uses;
- No minimum lot size required;
- Front yard setbacks reduced from 25 feet to 15 feet;
- Increase maximum building height from 50 feet to 75 feet, if 100 feet or more from R-R, R-1, R-2, or R-3 zoning.

M – Industrial

- Allow multi-family apartments and retail services as conditional uses;
- Reduce minimum lot size from 10,000 to 8,000 square feet;
- Reduce front setbacks to 15 feet and side setbacks to 10 feet;
- Include a rear yard setback of 20 feet;
- Increase maximum building height from 60 feet to 75 feet, if 100 feet or more from R-R, R-1, R-2, or R-3 zoning.

Downtown Overlay District (DOD)

- New Overlay District created for the downtown area;
- Proposed district is intended to promote walkability and mixed use development;
- Potential to transform the downtown area over time.

Definitions

- Adds definitions for new land use types;
- Minor edits to some existing definitions.

Land Use Table

- Updates the Land Use Table per zoning district land uses and adds the downtown overlay district.

Parking Table

- Reduces multi-family from 2 spaces per unit to 1.5 spaces per unit;
- Parking studies/reports can be used to determine parking space needs;

A public hearing for this item was opened at the December meeting and continued to tonight's meeting. Please continue the public hearing by opening the floor to public comment.

The Planning & Zoning Commission tabled this item to their February 10, 2025, meeting.

Exhibit A - DRAFT

Section 405.105 Definitions shall be amended to ADD the following definitions:

SINGLE FAMILY HOUSE (DETACHED) - A single-family residential use in which one dwelling unit is located on one lot, with no physical or structural connection to any other dwelling unit.

DUPLEX - The use of a site for two dwelling units, each occupied by one family within a single building, excluding a mobile home unit. The units may be located on separate floors or side-by-side and exist on the same lot.

MULTIPLEX (GARDEN APARTMENT) – A structure containing between 3 to 8 dwelling units each that share common walls and/or common floors/ceilings and have their own internal or external entrance.

MULTI-FAMILY APARTMENT – A structure containing more than 8 dwelling units each that share common walls and/or common floors/ceilings and have their own internal or external entrance.

CLUSTER HOUSING – A residential development with more than two individual and separated dwelling units grouped together on a single lot that may also share common open space, amenities, and other residential facilities.

CONGREGATE CARE FACILITY – A residential facility for elderly persons within which are provided living and sleeping facilities, meal preparation, laundry services and room cleaning. Medical services are not required to be provided.

ACCESSORY DWELLING UNIT – An additional dwelling unit that is located on a lot with an existing primary dwelling unit.

INTERNAL – An accessory dwelling unit that is integrated into a residential structure and does not utilize its own foundation.

DETACHED – An accessory dwelling unit that is located as a standalone structure and no more than one dwelling unit.

ATTACHED – An accessory dwelling unit that is connected or shares a common wall to the primary dwelling unit and sits on its own foundation.

CEMETERY – Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbarium, crematoriums, mausoleums, and mortuaries when operated in conjunction with and within the boundary of such cemetery.

CULTURAL FACILITIES – A facility owned by a public or non-profit entity that serves the public through preserving, educating, or promoting artistic, historic, or ethnicity specific endeavors. Examples may include museums, libraries, galleries, cultural compounds, fine art organizations, studios, or the venues in which they are performed.

GOVERNMENT OFFICES – Site used primarily for the administrative and day-to-day work of government officials to execute the duties in which they are responsible.

Exhibit A - DRAFT

COLLEGE/UNIVERSITY FACILITIES – An educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree certified by generally recognized accrediting organizations.

COMMUNITY RECREATION – A facility used by residents and guests of a specific neighborhood unit or development that may include both indoor and outdoor facilities.

OPEN SPACE (PUBLIC) – An area that is publicly owned or shared on which no structures exist and is encouraged to be a natural and minimally landscaped.

PARK – A public space dedicated to recreational purposes by community members and visitors.

HOSPITAL SERVICES – A facility providing medical, psychiatric, or surgical service for sick or injured persons primarily on an in-patient basis and including ancillary facilities for out-patient and emergency treatment, diagnostic services, training, research, administration, and services to patients, employees or visitors.

MAINTENANCE AND SERVICE FACILITIES – A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

POSTAL FACILITIES – Postal services, including post offices, bulk mail processing or sorting centers operated by the United States Postal Service.

PRIMARY EDUCATION FACILITIES – A public, private or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the state.

SECONDARY EDUCATION FACILITIES – A public, private or parochial school offering instruction at the junior and senior high school levels in the branches of learning and study required to be taught in the public schools of the state.

GENERAL OFFICE – Use of a site for business, professional or administrative offices, excluding medical and government offices.

AUTOMOBILE USES –

AUTOMOTIVE WASHING – Structure and equipment used primarily for the washing, cleaning, waxing, or polishing of an automobile or related equipment.

SERVICE STATION – A structure and surrounding land used for the storage and sale of petroleum fuel, including self-service, primarily to passenger vehicles and/or for accessory uses, such as the sale of lubricants, accessories or supplies; the incidental washing of motor vehicles and the performing of minor repairs; but not including tire recapping, body repairs, major overhaul, provision of rental equipment or open sales lots.

Exhibit A - DRAFT

AUTO RENTAL SERVICES – Rental of automobiles, noncommercial trucks, trailers, and recreational vehicles. Sites may include incidental parking and servicing of the vehicles available for rent.

AUTO SALE SERVICES (NEW/USED) – Sale of automobiles, noncommercial trucks, trailers, motorcycles, and recreational vehicles. Sites may include incidental parking and servicing of the vehicles available for sale.

AUTO MAJOR REPAIR SERVICES – All types of repair to automobiles, trucks, motorcycles, motor homes, recreational vehicles or boats including the sale, installation and servicing of related parts and equipment. This classification includes engine and transmission repair, upholstery repair shop, vehicle painting and repairs to other primary mechanical components that typically require more than a single day to complete. This classification excludes vehicle dismantling or salvage and tire retreading or recapping.

AUTO MINOR REPAIR SERVICES - Establishments replacing and replenishing motor vehicle fluids and lubrication (excluding fuel), performing maintenance and minor repair (tune-ups, tires, shocks, brakes, etc.), washing, waxing or detailing vehicles, emissions testing with minor repair and other similar maintenance or minor repair of light vehicles primarily involving same day service. This classification does not include removal and repair of primary mechanical components, e.g., engine, transmission, differential and similar components, which is classified under Automobile and Vehicle Repair, Major.

TOW LOT – A vehicle storage area at least two thousand seven hundred (2,700) square feet in size completely enclosed by a privacy fence not less than six (6) feet high and sufficiently secured by gates and locks to prohibit intrusion of unauthorized persons. The tow lot area shall consist of a gravel surface.

ATHLETIC AND EXERCISE FACILITIES – Use of a site primarily for athletic or fitness related activities which may include sports (team and individual) and the needed facilities to perform the relevant activities.

COMMUNICATION SERVICES – Facilities primarily engaged in the provision of broadcasting and other information relay services accomplished by electronic, digital, and telephonic mechanisms, but excludes those classified as major utility facilities.

FOOD SALES –

GENERAL – Facility selling a large variety of consumable food items in a space greater than 8,000 square feet.

LIMITED – Facility operating in a space less than 8,000 square feet and less than 14 hours per day and primarily selling specialty or limited variety consumable food items to individual customers.

CONVENIENCE – Facility operating in a space less than 8,000 square feet and less than 14 hours per day and primarily selling a more limited selection of consumable food items than a general food sale facility.

Exhibit A - DRAFT

FINANCIAL SERVICES – Establishments that provide professional services regarding the investment, lending, or management of money or assets for clients.

FUNERAL SERVICES – Establishments engaged in undertaking services such as preparing the human dead for burial and arranging and managing funerals.

RETAIL SALES –

GENERAL – Sale or rental of commonly used or produced goods or merchandise for personal or household use.

LIMITED – Sale or rental of uniquely produced or specialty goods that are not commonly found in general retail stores and not occupying a space larger than 8,000 sq ft.

LODGING SERVICES –

HOTELS AND MOTELS – Short term, transient housing, with an on-site manager, involving the provision of rooms, with or without meal service on site.

BED AND BREAKFAST HOME OR INN – A dwelling where for compensation one (1) or more rooms are available for lodging and breakfast served to lodgers only. When conducted as a home occupation, such facilities are designated as "homes". When designated as an "inn", such facilities may be operated as a home occupation or as a business enterprise. When specifically permitted, tea rooms for a limited number of customers may be operated in conjunction with bed and breakfast inns.

BOARDING HOUSE OR LODGING HOUSE - A building, other than a hotel, occupied as a single housekeeping unit where lodging or meals are provided for three (3) or more persons for compensation, pursuant to previous arrangements, but not for the public or transients.

PERSONAL IMPROVEMENT SERVICES – Establishments primarily engaged in the provision of informational, instructional, personal improvement and similar services of a nonprofessional nature.

PERSONAL SERVICES - Establishments or places of business primarily engaged in the provision of frequently or recurrently needed services of a personal nature.

RESTAURANTS –

DRIVE-IN / FAST FOOD – An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodation, self-service, and short stays by customers.

LIMITED – An establishment housed in a space no more 5,000 square feet and characterized by table service to customers and/or accommodation to walk-in clientele.

GENERAL – An establishment housed in a space over 5,000 square feet and characterized by table service to customers.

Exhibit A - DRAFT

OTHER MEDICAL SERVICES – A facility providing medical, psychiatric, or surgical service for sick or injured persons exclusively on an out-patient basis, including emergency treatment, diagnostic services, training, administration, and services to out-patients, employees, or visitors.

MARIJUANA FACILITIES – See Chapter 630, Marijuana

BAR/TAVERN/COCKTAIL LOUNGE – A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined.

RECREATION SERVICES –

INDOOR – An establishment providing the public with amusement or activities that are carried out inside and under a roof and are manual or digital activities.

OUTDOOR – Facilities for various outdoor participant sports and types of recreation where a fee is charged for use, including amphitheaters, amusement and theme parks, golf driving ranges, skateboard parks, stadiums and coliseums, swim and tennis clubs, tennis courts, water slides, race tracks and zoos.

CONSTRUCTION SALES AND SERVICES – Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, of materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware.

LANDSCAPE SALES AND SERVICES – A site used primarily for the maintenance, upkeep and related services of landscapes, greenspaces, and open spaces. This may also include equipment or vehicles that are incidental to landscaping, lawn maintenance and related services.

MAINTENANCE AND REPAIR SERVICES (NON-GOVERNMENTAL) – A private facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services or contracting or industrial activities.

CUSTOM MANUFACTURING – Establishments primarily engaged in the onsite production of goods by hand manufacturing which may include the use of hand tools, common household mechanical equipment, and low energy kilns or other supplementary mechanical equipment used in the manufacturing process.

LIGHT INDUSTRY – Establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or unenclosed outdoor storage.

GENERAL INDUSTRY – Establishments engaged in the basic processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products from

Exhibit A - DRAFT

prepared materials or from raw materials without noticeable noise, odor, vibration, or air pollution effects across property lines.

HEAVY INDUSTRY – Establishments involved in the processing and manufacturing of products, predominantly from raw materials, with noticeable noise, odor, vibration, or air pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive or other commonly recognized hazardous materials.

DATA CENTERS – A physical location used primarily to process, store, and transit data via networked computers and related infrastructure.

COMMUNITY GARDEN – The raising and harvesting of crops on a site by multiple individuals not necessarily a part of a single family. This may be an accessory use or a principal use on an otherwise vacant site. Crops may be grown outdoors or in temporary agricultural structures.

PARKING STRUCTURES – The use of a site for a building which provides one or more parking spaces, together with driveways, aisles, turning and maneuvering areas, incorporated landscaped areas and similar features, and meeting any additional and applicable landscaping and site design requirements.

SURFACE PARKING – The use of a site for one or more parking spaces, together with driveways, aisles, turning and maneuvering areas, incorporated landscaped areas, and similar features, and meeting any additional and applicable landscaping requirements.

Section 405.105 Definitions shall be amended to Replace, Remove, or Modify the following definitions:

~~**AUTOMOBILE AND VEHICLE MAJOR REPAIR** – All types of repair to automobiles, trucks, motorcycles, motor homes, recreational vehicles or boats including the sale, installation and servicing of related parts and equipment. This classification includes engine and transmission repair, upholstery repair shop, vehicle painting and repairs to other primary mechanical components that typically require more than a single day to complete. This classification excludes vehicle dismantling or salvage and tire retreading or recapping. (see Automotive Uses)~~

~~**AUTOMOBILE MAINTENANCE AND MINOR REPAIR** – Establishments replacing and replenishing motor vehicle fluids and lubrication (excluding fuel), performing maintenance and minor repair (tune ups, tires, shocks, brakes, etc.), washing, waxing or detailing vehicles, emissions testing with minor repair and other similar maintenance or minor repair of light vehicles primarily involving same day service. This classification does not include removal and repair of primary mechanical components, e.g., engine, transmission, differential and similar components, which is classified under Automobile and Vehicle Repair, Major. (see Automotive Uses)~~

~~**BED AND BREAKFAST HOME OR INN** – A dwelling where for compensation one (1) or more rooms are available for lodging and breakfast served to lodgers only. When conducted as a home occupation, such facilities are designated as "homes". When designated as an "inn", such facilities may be operated as a home occupation or as a business enterprise. When specifically permitted, tea~~

Exhibit A - DRAFT

rooms for a limited number of customers may be operated in conjunction with bed and breakfast inns. (see Lodging Services)

~~**BOARDING HOUSE OR LODGING HOUSE** – A building, other than a hotel, occupied as a single housekeeping unit where lodging or meals are provided for three (3) or more persons for compensation, pursuant to previous arrangements, but not for the public or transients. (see Lodging Services)~~

CONDOMINIUM – A building or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by the owners on a proportional undivided basis, in compliance with the condominium Statutes of the State of Missouri.

FAMILY CHILD CARE HOME - A childcare program where care is provided for no more than ten (10) children not related to the child care provider for any part of the twenty-four (24) hour day in accordance with State requirements.

~~**FAMILY DAY CARE HOME** – A child care program where care is provided for no more than ten (10) children not related to the child care provider for any part of the twenty-four (24) hour day in accordance with State requirements.~~

~~**HOTEL** – A building or group of buildings with access provided through a common entrance, lobby or hallway where sleeping accommodations are designed, intended to be used on or are used, rented or hired out as temporary, overnight or weekly accommodations for guests. (see Lodging Services)~~

~~**OUTDOOR COMMERCIAL RECREATION** – Facilities for various outdoor participant sports and types of recreation where a fee is charged for use, including amphitheaters, amusement and theme parks, golf driving ranges, skateboard parks, stadiums and coliseums, swim and tennis clubs, tennis courts, water slides, race tracks and zoos. (see Recreation Services)~~

~~**PUBLIC SAFETY SERVICES FACILITIES** – A facility operated by a government agency for public safety and emergency services, including a facility that provides EMS, Police and Fire protection.~~

~~**TOW LOT** – A vehicle storage area at least two thousand seven hundred (2,700) square feet in size completely enclosed by a privacy fence not less than six (6) feet high and sufficiently secured by gates and locks to prohibit intrusion of unauthorized persons. The tow lot area shall consist of a gravel surface. (see Automotive Uses)~~

TOWNHOUSE - A single-family dwelling unit having a common vertical side wall extending from foundation through roof without openings with or abutting one or more adjacent dwelling units and is neither above nor below any other dwelling unit, and may be separately owned in fee under the condominium Statutes of the State of Missouri.

WAREHOUSING AND DISTRIBUTION – A facility used entirely or as a part of the process of storing goods and/or to ship and deliver products to retailers or end use buyers, excluding bulk storage of materials that are inflammable or explosive or that creates hazardous or commonly recognized offensive conditions.

Exhibit A - DRAFT

Section 405.250 Zoning Districts shall be Amended per the following:

In order to regulate and restrict the location of trades, callings, industries, commercial enterprises and the location of buildings in designated "Zoning Districts", there are established ~~twelve (12)~~ **13** zoning districts known as:

"R-R" — Rural Residential
"R-1" — Low-Density Residential District
"R-2" — Two-Family Residential District
"R-3" — Medium-Density Residential District
"R-4" — High-Density Residential District
"R-5" — Manufactured Home Park District
"C-O" — Commercial Office District
"C-1" — Neighborhood Commercial District
"C" — General Commercial District
"M" — Industrial District
"P" — Planned Zoning District
"PUD" — Planned Unit Development

In addition to the above zoning districts, there shall be ~~three (3)~~ **four (4)** "overlay zoning districts" known as:

"CBD" — Central Business District Overlay District
"FP" — Floodplain Overlay District
"AQ" — Aquifer Overlay District
"DOD" — Downtown Overlay District

Exhibit A - DRAFT

Article X “R-1” Low-Density Residential District - The below sections shall be Replaced with the following:

Section 405.295 - Permitted Uses.

- Single Family House
- Open Space
- Parks
- Community Garden
- Golf courses, including clubhouses, but not golf driving ranges or miniature golf courses;
- Group Home (Type A)
- Group Home (Type B)
- Family Child Care Home
- Adult Day Care Home
- Places of Religious Worship
- Primary Education Facilities
- Secondary Education Facilities
- Accessory Dwelling Unit (Internal)
- Home occupations, subject to the provisions of Section 405.190
- Accessory Uses and Structures, subject to provisions of Article V

Section 405.300 - Conditional Uses.

- Bed and Breakfast Home or Inn
- Hospice Care Facilities
- Funeral Services
- Child Care Center
- Group Child Care Home
- Nursery School
- Boarding House or Lodging House
- Private Club
- Public Safety Facilities
- Government Offices
- Public Utilities and Facilities
- Maintenance and Service Facilities
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Wind Energy Conversion Systems
- Accessory Dwelling Unit (Detached)
- Accessory Dwelling Unit (Attached)

(continued)

Exhibit A - DRAFT

Section 405.305 - Development Regulations.

Table 3 "R-1" Low-Density Residential District Site and Building Development Regulations	
Site Planning	
Maximum Density	8 dwelling units per acre (gross)
Minimum Lot Area	6,000 square feet
Maximum Lot Coverage	45%
Minimum Lot Dimensions	Width – 60 feet Depth – 100 feet
Parking	View Parking Table
Building	
Single-Family House Minimum Size	1,100 square feet – excludes basements, open and screen porches, and garages
Minimum Setbacks	Front Yard - 25 feet Interior Side Yard - 7.5 feet Rear Yard - 25 feet
Maximum building height	35 ft

Exhibit A - DRAFT

Article XI “R-2” Two Family Residential District - The below sections shall be Replaced with the following:

405.315 – Purpose.

This district allows for additional low density housing types beyond single-family houses and the intent to blend the housing types while maintaining the feel and experience of a low intensity neighborhood.

405.320 – Permitted Uses.

- Single Family House
- Accessory Dwelling Unit (Internal)
- Accessory Dwelling Unit (Detached)
- Accessory Dwelling Unit (Attached)
- Duplex
- Open Space
- Parks
- Community Garden
- Group Home (Type A)
- Group Home (Type B)
- Places of Religious Worship
- Primary Education Facilities
- Secondary Education Facilities
- Family Child Care Home
- Adult Day Care Home
- Cluster Housing
- Home occupations, subject to the provisions of Section 405.190
- Accessory Uses and Structures, subject to provisions of Article V

405.325 – Conditional Uses.

- Bed and Breakfast Home or Inn
- Hospice Care Facilities
- Funeral Services
- Child Care Center
- Group Child Care Home
- Nursery School
- Boarding House or Lodging House
- Private Club
- Public Safety Facilities
- Government Offices
- Public Utilities and Facilities
- Maintenance and Service Facilities

Exhibit A - DRAFT

- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Wind Energy Conversion Systems

405.330 – Development Regulations.

Table 4 “R-2” Two-Family Residential District Site and Building Development Regulations	
Site Planning	
Maximum Density	10 dwelling units per acre (gross)
Minimum Lot Area	6000 sq ft
Maximum Lot Coverage	50%
Minimum Lot Dimensions	Width – 60 feet Depth – 100 feet
Parking	View Parking Table
Building	
Single-Family House Minimum Size	1,100 square feet – excludes basements, open and screen porches, and garages
Minimum Setbacks	Front Yard - 25 feet Interior Side Yard - 7.5 feet Rear Yard - 25 feet
Maximum building height	35 ft

405.335 – Special Regulations.

- Plot Plan Required.* An application for single-family or duplex building permit shall include a plot plan of the site to be built. The plot plan shall be sealed by a land surveyor licensed in the State of Missouri. See Section 405.090 Permits for plot plan submission requirements.
- Site Plan Required.* An application for all permitted and conditional uses, except for single-family and duplex structures, shall include a site plan in accordance with the provisions of Section 405.140 Site Plan Requirements.
- Lot Split for Duplex.* A two-family dwelling unit (duplex) may be divided by a lot split application as separate dwelling units under separate ownership and such ownership shall not constitute a violation of the lot and yard requirements, provided each dwelling unit shall have separate water and sanitary sewer service lines.

Exhibit A - DRAFT

Article XII “R-3” Medium-Density Residential District - The below sections shall be Replaced with the following:

405.345 – Permitted Uses.

- Single Family House
- Accessory Dwelling Unit (Internal)
- Accessory Dwelling Unit (Detached)
- Accessory Dwelling Unit (Attached)
- Duplex
- Townhouse
- Multiplex
- Open Space
- Parks
- Community Garden
- Bed and Breakfast Home or Inn
- Group Home (Type A)
- Group Home (Type B)
- Places of Religious Worship
- Primary Education Facilities
- Secondary Education Facilities
- Family Child Care Home
- Adult Day Care Home
- Multi-Family Apartment
- Cluster Housing
- Home occupations, subject to the provisions of Section 405.190
- Accessory Uses and Structures, subject to provisions of Article V

405.350 – Conditional Uses.

- Assisted Living Facility
- Nursing Home
- Congregate Care Facility
- Community Recreation
- Cultural Facilities
- Nursery School
- Child Care Center
- Group Child Care Home
- Boarding House or Lodging House
- Surface Parking
- Parking Structures
- Hospice Care Facilities
- Funeral Services
- Child Care Center

Exhibit A - DRAFT

- Private Club
- Public Safety Facilities
- Government Offices
- Public Utilities and Facilities
- Maintenance and Service Facilities
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Wind Energy Conversion Systems

405.355 – Development Regulations.

Table 5 "R-3" Medium-Density Residential District Site and Building Development Regulations	
Site Planning	
Maximum Density	15 dwelling units per acre (gross)
Minimum Lot Area	4000 square feet 6000 square feet for single-family and duplex
Maximum Lot Coverage	60%
Minimum Lot Dimensions	40' width x 100' depth 60' width x 100' depth for single-family and duplex
Parking	View Parking Table
Building	
Minimum Setbacks	Front Yard - 25 feet Interior Side Yard - 7.5 feet Rear Yard - 25 feet
Maximum building height	40 ft

405.360 – Special Regulations.

- Site Plan Required.* An application for all permitted and conditional uses, except for single-family and duplex structures, shall include a site plan in accordance with the provisions of Section 405.140 Site Plan Requirements.
- Plot Plan Required.* An application for single-family or duplex building permit shall include a plot plan of the site to be built. The plot plan shall be sealed by a land surveyor licensed in the State of Missouri. See Section 405.090 Permits for plot plan submission requirements.
- Dwelling Unit Size.* The dwelling unit size standards in the "R-2" District for single-family and two-family structures shall apply for similar structures in the "R-3" District.
- Lot Split for Duplex.* A two-family dwelling unit (duplex) may be divided by a lot split application as separate dwelling units under separate ownership and such ownership

Exhibit A - DRAFT

shall not constitute a violation of the lot and yard requirements, provided each dwelling unit shall have separate water and sanitary sewer service lines.

DRAFT

Exhibit A - DRAFT

Article XIII “R-4” High Density Residential District - The below sections shall be Replaced with the following:

405.365 – Purpose. This district is intended to allow the highest density residential neighborhood and incorporate some commercial opportunities that create mixed walkable neighborhoods.

405.370 – Permitted Uses.

- Duplex
- Townhouse
- Multiplex
- Multi-Family Apartment
- Cluster Housing
- Accessory Dwelling Unit (Internal)
- Accessory Dwelling Unit (Detached)
- Accessory Dwelling Unit (Attached)
- Open Space
- Parks
- Community Garden
- Bed and Breakfast Home or Inn
- Places of Religious Worship
- Personal Improvement Services
- Personal Services
- Group Home (Type A)
- Group Home (Type B)
- Family Child Care Home
- Adult Day Care Home
- Assisted Living Facility
- Nursing Home
- Primary Education Facilities
- Secondary Education Facilities
- Home occupations, subject to the provisions of Section 405.190
- Accessory Uses and Structures, subject to provisions of Article V

405.375 – Conditional Uses.

- Congregate Care Facility
- Government Offices
- College/University Facilities
- Community Recreation
- Nursery School
- Child Care Center
- Group Child Care Home
- Public Utilities and Facilities

Exhibit A - DRAFT

- Maintenance and Service Facilities
- Public Safety Facilities
- Cultural Facilities
- Hospice Care Facilities
- General Office
- Private Club
- Athletic and Exercise Facilities
- Food Sales (General)
- Food Sales (Limited)
- Food Sales (Convenience)
- Funeral Services
- Retail Services (General)
- Retail Services (Permitted)
- Boarding House or Lodging House
- Personal Improvement Services
- Personal Services
- Restaurant (Fast Food)
- Restaurant (Limited)
- Restaurant (General)
- Bar/Tavern/Cocktail Lounge
- Recreation Services (Indoor)
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Wind energy conversion systems
- Surface Parking
- Parking Structures

405.380 – Development Regulations.

Table 6 “R-4” High-Density Residential District Site and Building Development Regulations	
Site Planning	
Maximum Density	36 dwelling units per acre (gross)
Minimum Lot Area	4000 square feet 6000 square feet for duplex
Maximum Lot Coverage	70%
Minimum Lot Dimensions	40’ width x 100’ depth 60’ width x 100’ depth for single-family and duplex
Parking	View Parking Table
Building	
Minimum Setbacks	Front Yard - 25 feet Interior Side Yard - 7.5 feet

Exhibit A - DRAFT

	Rear Yard - 25 feet
Maximum building height	60 ft

405.385 Special Regulations.

- A. *Site Plan Required.* An application for all permitted and conditional uses, except for single-family and duplex structures, shall include a site plan in accordance with the provisions of Section 405.140 Site Plan Requirements.
- B. *Dwelling Unit Size.* The dwelling unit size standards in the "R-2" District for single-family and two-family structures shall apply for similar structures in the "R-4" District.
- C. *Lot Split for Duplex.* A two-family dwelling unit (duplex) may be divided by a lot split application as separate dwelling units under separate ownership and such ownership shall not constitute a violation of the lot and yard requirements, provided each dwelling unit shall have separate water and sanitary sewer service lines.

Exhibit A - DRAFT

Article XV “C-O” Commercial Office District - The below sections shall be Replaced with the following:

405.425 – Purpose.

This commercial district is designed to accommodate professional offices with a mix of limited retail in commercial areas as well as the conversion of existing homes to office/retail facilities. This commercial office district is also intended to provide a location for professional offices which can be located near residential neighborhoods as a transition between more intensive retail commercial zoning districts.

405.430 – Permitted Uses.

- Government Offices
- Cultural Facilities
- Hospice Care Facilities
- General Office
- Financial Services
- Food Sales (Convenience)
- Retail Services (Limited)
- Restaurants (Limited)
- Restaurants (General)
- Restaurants (Fast Food)
- Other Medical Services
- Community Garden
- Communication Services
- Multi-Family Apartments
- College/University Facilities
- Primary Education Facilities
- Secondary Education Facilities
- Places of Religious Worship
- Accessory Uses and Structures, subject to provisions of Article V. Accessory buildings shall be constructed in a style and manner similar and sympathetic to a principal building or use.

405.435 – Conditional Uses.

- Assisted Living Facilities
- Multi-Family Apartments
- Nursing Home
- Congregate Care Facility
- Nursery School
- Child Care Center
- Hospital Services

Exhibit A - DRAFT

- Public Utilities and Facilities
- Maintenance and Service Facilities
- Postal Services
- Public Safety Facilities
- Private Club
- Athletic and Exercise Facilities
- Food Sales (General)
- Food Sales (Limited)
- Food Sales (Convenience)
- Hotels and Motels
- Personal Improvement Services
- Personal Services
- Bar/Tavern/Cocktail Lounge
- Recreation Services (Indoor)
- Retail Services (General)
- Custom Manufacturing
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Single-family dwellings, either constructed originally as single-family structures or converted from structures originally intended for other purposes (e.g. duplexes)
- Two-family dwellings, either constructed originally as duplexes or converted from structures originally intended for other purposes (e.g. single-family dwellings)
- Wind energy conversion systems
- Surface Parking
- Parking Structures

405.440 – Development Regulations:

Table 7 “C-O” Commercial Office District Site and Building Development Regulations	
Site Planning	
Maximum Residential Density	36 dwelling units per acre (gross)
Minimum Lot Area	4000 sq ft
Maximum Lot Coverage	90%
Minimum Lot Dimensions	40’ width x 100’ depth
Parking	Refer to Parking Table
Building	
Minimum Setbacks	Front Yard - 25 feet Interior Side Yard - 10 feet Rear Yard - 25 feet
Maximum building height	60 ft

Exhibit A - DRAFT

Article XVI “C-1” Neighborhood Commercial District - The below sections shall be Replaced with the following:

405.445 – Permitted Uses.

- Open Space
- Park
- Primary Education Facilities
- Secondary Education Facilities
- Places of Religious Worship
- Public Safety Facilities
- Cultural Facilities
- Hospice Care Facilities
- Animal Hospital or Clinic, without outdoor kennel
- Automotive Repair Services (Minor)
- Financial Services
- Food Sales (Limited)
- Food Sales (Convenience)
- Retail Services (Limited)
- Bed and Breakfast Home or Inn
- Personal Improvement Services
- Personal Services
- Restaurant (Limited)
- Restaurant (General)
- Bar/Tavern/Cocktail Lounge
- Other Medical Services
- Marijuana Dispensary
- Veterinarian clinic, without outdoor kennels
- Recreation Services (Indoor)
- Community Garden
- Accessory Uses and Structures, subject to provisions of Article V. Accessory buildings and shall be constructed in a style and manner similar and sympathetic to a principal building or use.

405.460 – Conditional Uses.

- Assisted Living Facility
- Multi-Family Apartment
- Multiplex
- Nursing Home
- Congregate Care Facility
- Adult Day Care Home
- Government Offices
- College/University Facilities

Exhibit A - DRAFT

- Community Recreation
- Nursery School
- Child Day Care Center
- Family Day Care Center
- General Office
- Automotive Washing
- Automotive Service Station
- Automotive Rental Services
- Automotive Sale Services, subject to Section 405.705
- Auto Repair Services (Major)
- Auto Repair Services (Minor)
- Private Club
- Athletic and Exercise Facilities
- Communication Services
- Food Sales (General)
- Retail Services (General)
- Hotels and Motels
- Boarding House or Lodging House
- Restaurant (Fast Food)
- Veterinarian clinic, with outdoor kennels
- Surface Parking
- Parking Structures
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Single-family dwellings, either constructed originally as single-family structures or converted from structures originally intended for other purposes (e.g. duplexes)
- Two-family dwellings, either constructed originally as duplexes or converted from structures originally intended for other purposes (e.g. single-family dwellings)
- Wind energy conversion systems

405.465 – Development Regulations:

Table 8 "C-1" Neighborhood Commercial District Site and Building Development Regulations	
Site Planning	
Maximum Residential Density	36 dwelling units per acre (gross)
Minimum Lot Area	4000 sq ft
Maximum Lot Coverage	90%
Minimum Lot Dimensions	40' width x 100' depth
Parking	Refer to Parking Table
Building	
Minimum Setbacks	Front Yard - 25 feet Interior Side Yard - 10 feet

Exhibit A - DRAFT

	Rear Yard - 25 feet
Maximum building height	60 ft

DRAFT

Exhibit A - DRAFT

Article XVII “C” General Commercial District - The below sections shall be Replaced with the following:

405.475 – Purpose. The general commercial district is intended to provide a location for personal, professional, and business services and the general retail of the community. The district may also include light industrial and high-density residential uses that complement the commercial centric experience of the district.

405.480 – Permitted Uses.

- Animal Hospital or Clinic, without kennel
- Government Offices
- Open Space
- Park
- Hospital Services
- Public Utilities and Facilities
- Maintenance and Service Facilities
- Primary Education Facilities
- Secondary Education Facilities
- Places of Religious Worship
- Public Safety Facilities
- Cultural Facilities
- Hospice Care Facilities
- General Office
- Automotive Washing
- Automotive Service Station
- Automotive Repair Services (Minor)
- Private Club
- Athletic and Exercise Facilities
- Communication Services
- Financial Services
- Food Sales (General)
- Food Sales (Limited)
- Food Sales (Convenience)
- Funeral Services
- Retail Services (General)
- Retail Services (Limited)
- Hotels and Motels
- Personal Improvement Services
- Personal Services
- Restaurant (Fast Food)
- Restaurant (Limited)
- Restaurant (General)
- Other Medical Services

Exhibit A - DRAFT

- Bar/Tavern/Cocktail Lounge
- Recreation Services (Indoor)
- Veterinarian clinic, with outdoor kennels
- Veterinarian clinic, without outdoor kennels
- Self-storage facility, subject to the provisions of Section 405.705
- Accessory Uses and Structures, subject to provisions of Article V. Accessory buildings and shall be constructed in a style and manner similar and sympathetic to a principal building or use.

405.485 – Conditional Uses.

- Assisted Living Facility
- Multi-Family Apartment
- Nursing Home
- College/University Facilities
- Community Recreation
- Child Care Center
- Group Child Care Home
- Postal Services
- Adult Entertainment, subject to the provisions of Section 615.010
- Automotive Rental Services
- Automotive Sale Services, subject to Section 405.705
- Auto Repair Services (Major)
- Boarding House or Lodging House
- Kennel, subject to the provisions of Section 405.705
- Recreation Services (Outdoor)
- Construction Sales and Services
- Landscape Sales and Services
- Maintenance and Repair Services
- Custom Manufacturing
- Light Industrial
- Warehousing and Distribution
- Truck Stop
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Camps, travel trailer and RV parks, provided that no camper shall occupy a campground for a period exceeding 60 consecutive days
- Single-family dwellings, either constructed originally as single-family structures or converted from structures originally intended for other purposes (e.g. duplexes)
- Two-family dwellings, either constructed originally as duplexes or converted from structures originally intended for other purposes (e.g. single-family dwellings)
- Wind energy conversion systems
- Surface Parking
- Parking Structures
- Community Garden

Exhibit A - DRAFT

405.490 – Development Regulations.

Table 9 "C" General Commercial District Site and Building Development Regulations	
Site Planning	
Maximum Residential Density	36 dwelling units per acre (gross)
Minimum Lot Area	None
Maximum Lot Coverage	100%
Lot Dimensions	None
Parking	Refer to Parking Table
Building	
Minimum Setbacks	Front Yard - 15 feet Interior Side Yard - 10 feet Rear Yard - 20 feet
Maximum building height	75 ft 50 ft if less than 100 ft from R-R, R-1, R-2, or R-3 zoning

Exhibit A - DRAFT

Article XVIII “M” Industrial District - The below sections shall be Replaced with the following:

405.500 – Purpose. This industrial district is intended primarily for production, processing and assembly plants that are operated so that they create limited environmental problems in the way of sounds, smoke, vibrations, noise, odor, dust and glare of such operations and are completely confined within an enclosed building. The industrial district may also include high intensity commercial uses including office spaces.

405.505 – Permitted Uses.

- Animal Hospital or Clinic, without kennel
- Financial Services
- Government Offices
- Hospital Services
- Public Utilities and Facilities
- Maintenance and Service Facilities
- Postal Services
- Public Safety Facilities
- General Office
- Hotels and Motels
- Automotive Washing
- Automotive Service Station
- Automotive Repair Services (Major)
- Automotive Repair Services (Minor)
- Athletic and Exercise Facilities
- Communication Services
- Marijuana Facilities
- Recreation Facilities (Indoor)
- Recreation Facilities (Outdoor)
- Construction Sales and Services
- Landscape Sales and Services
- Maintenance and Repair Services
- Custom Manufacturing
- Light Industrial
- General Industrial
- Warehousing and Distribution
- Self-storage facility, subject to the provisions of Section 405.705
- Accessory Uses and Structures, subject to provisions of Article V. Accessory buildings and shall be constructed in a style and manner similar and sympathetic to a principal building or use.

405.510 – Conditional Uses.

- Multi-Family Apartment

Exhibit A - DRAFT

- Open Space
- Park
- Cemetery
- Places of Religious Worship
- Automotive Rental Services
- Automotive Sale Services, subject to Section 405.705
- Automotive Tow Lot
- Retail Services (General)
- Other Medical Services
- Heavy Industrial
- Data Centers
- Telecommunication Facilities, subject to the provisions of Section 405.705(F)
- Camps, travel trailer and RV parks, provided that no camper shall occupy a campground for a period exceeding 60 consecutive days
- Riding stable and academy provided no structure housing horses shall be located nearer than five hundred (500) feet to the boundary of any residential district with "R" in its title
- Salvage yard or junk yard, subject to the provisions of Section 405.705
- Quarrying, mining or removal of sand, gravel or stone and the processing of the same, including asphalt and concrete plants, all of which shall be permitted by separate conditional use permits, subject to the provisions of Section 405.705.
- Wind energy conversion systems
- Agricultural Tourist Operation, subject to the provisions of Section 405.705

405.520 – Development Regulations:

Table 10 "M" Industrial District Site and Building Development Regulations	
Site Planning	
Maximum Residential Density	36 dwelling units per acre (gross)
Minimum Lot Area	8,000 sq ft
Maximum Lot Coverage	100%
Lot Dimensions	Width - 80 ft Depth – 100 ft
Parking	Refer to Parking Table
Building	
Minimum Setbacks	- Front – 15 ft - Interior Side Yard – 10 ft - Rear Yard – 20 ft
Maximum building height	- 75 ft - *50 ft max if less than 100 ft from residential zoning district other than R-4*

Exhibit A - DRAFT

The following Article XXVIII is hereby created per the following:

Article XXVIII “DOD” Downtown Overlay District

Section 405.900 Purpose and Intent.

The purpose of the Downtown Overlay District (DOD) is to foster a vibrant, walkable downtown area by encouraging mixed-use development and greater density of commercial and residential spaces. This overlay seeks to:

- Enhance the economic vitality of downtown by attracting businesses, services, and residents that are unique to the City of Kearney.
- Encourage a greater number of housing options that allow residents choice and live through different phases of life in the City of Kearney.
- Improve pedestrian connectivity and promote an accessible, walkable downtown core that is at the heart of the city transportation and trail network.

Section 405.905 Applicability.

The DOD shall apply to properties within the designated Downtown Overlay District boundary as depicted in the Future Land Use Map. The requirements of this overlay district are supplementary to the underlying zoning regulations. Where conflicts arise, the provisions of the DOD shall prevail.

Section 405.910 Permitted Uses.

To increase density, mixed-use development is strongly encouraged with retail, restaurant, and service-oriented businesses on the ground floor and office and residential units on upper floors. All uses allowed in the Downtown Overlay District shall be permitted. Uses permitted in the underlying zoning but not in the Downtown Overlay District shall be permitted and allowed to continue operation.

Permitted Uses:

- Townhouse
- Multiplex
- Multi-Family Apartment
- Government Offices
- General Offices
- Financial Services
- Food Sales (Limited)
- Food Sales (Convenience)

Exhibit A - DRAFT

- Retail Services (General)
- Retail Services (Limited)
- Hotels and Motels
- Bed and Breakfast Inns
- Personal Improvement Services
- Personal Services
- Restaurant (Limited)
- Restaurant (General)
- Other Medical Services
- Marijuana Dispensary
- Bar/Tavern/Cocktail Lounge
- Recreation Services (Indoor)
- Custom Manufacturing
- Community Gardens
- Cultural Facility

Section 405.915 Density and Height Incentives.

The DOD encourages increased density and height to maximize space within the downtown area.

- Maximum Residential Density: 44 du per acre
- Maximum Building Height: 75 feet

Section 405.920 Development Standards.

To promote cohesive and pedestrian-friendly development, the following standards shall apply:

A. *Setbacks.*

1. Maximum Front Yard Setback: 10 feet; buildings must front directly toward the sidewalk;
2. Minimum Rear and Side Setbacks may be reduced by up to 50% of the underlying zoning requirement.

- B. *Parking:* To encourage the development of a walkable, human-scale, and vibrant downtown area, new developments may be allowed a lower amount of parking than indicated in the Parking Table. The applicant must submit a parking study and site plan that clearly indicates incidental impacts on nearby businesses AND minimal impact to local traffic.

Exhibit A - DRAFT

- C. *Public Spaces*: Developments are encouraged to incorporate open spaces, such as plazas, outdoor seating, and landscaping, to activate the street and create community gathering areas.
- D. *Facade Design*: The development of new buildings or renovation, remodeling and additions to existing buildings in the district shall incorporate building materials and architectural designs consistent with the overall design character, per the following criteria:
 - 1. Architectural styles and buildings shall complement the historic development patterns and preserve the area's distinct visual character;
 - 2. Building facades for commercial and/or mixed use structures should include transparent elements, such as windows or glass doors, covering at least 60% of the ground floor frontage facing a street to create an inviting streetscape;
 - 3. Building quality shall meet or exceed that of the surrounding area to upgrade building conditions and appearances, to improve economic viability and to reduce blight;
 - 4. Within any area that is designated now or in the future as a historic district or as a historical landmark, such area or structure shall adhere to the Secretary of Interior Standards for Rehabilitation.

Section 405.925 Review and Approval.

All development proposals within the DOD are subject to a review process to ensure consistency with this overlay including the submittal of a site plan.

Exhibit A - DRAFT

Article XXIV Site Development Standards, Section 405.705 Standards for Specific Uses shall be amended to ADD the following (existing code requirements relocated from Section 405.485.A.17):

H. *Automotive Sale Services.*

- a. No similar use is located within five hundred (500) feet; however, sites with frontage along only Centerville Avenue or North Country Avenue, but not other streets, may be closer than five hundred (500) feet to another similar use. Such uses are not allowed along Watson Drive.
- b. The site is one (1) acre or more in size. Existing new and/or used automobile sales businesses may be expanded in compliance with all other requirements.
- c. Parking and display areas are constructed of an asphalt or concrete surface.
- d. Parking and display areas are located at least fifteen (15) feet from a public right-of-way or from the edge of a private road.
- e. Parking and display areas are not constructed within required buffer areas, side yard setback or rear yard setback.
- f. Vehicles are not displayed within parking, side or rear yard setbacks access drives or required customer parking spaces.
- g. A minimum six (6) feet tall opaque fence is constructed adjacent to any display area along residentially zoned property or any residential use.
- h. Fencing along or within any front or street side building line area shall be decorative in nature and shall not include "piping" style fencing.
- i. New or expanded sites must comply with stormwater drainage, landscaping, screening and other site design standards.
- j. Sign plan to include all proposed signs, color schemes and wall signs limited to one (1) per building facade facing a street.

Exhibit A - DRAFT

Article XXV Parking Regulations - The below sections shall be Replaced with the following:

Section 405.740 Parking Requirements

- A. When a determination of the number of off-street parking spaces results in a requirement of a fractional space, the fraction of one-half ($\frac{1}{2}$) or less may be disregarded and a fraction in excess of one-half ($\frac{1}{2}$) shall be counted as one (1) parking space.

TABLE 14 PARKING TABLE	
Residential Use Types	
<i>Assisted Living Facility</i>	1 off-street space per dwelling unit
<i>Single Family House</i>	2 off-street space per dwelling unit within enclosed structure
<i>Duplex</i>	1 off-street space per dwelling unit within enclosed structure
<i>Townhouse</i>	1 off-street space per dwelling unit within enclosed structure
<i>Multiplex</i>	1 off-street space per dwelling unit
<i>Multi-Family Apartment</i>	1.5 off-street space per dwelling unit
<i>Cluster Housing</i>	1.5 off-street space per dwelling unit
<i>Group Home - Type A</i>	1 off-street space per two residents
<i>Group Home - Type B</i>	1 off-street space per two residents
<i>Manufactured Home</i>	2 off-street space per dwelling unit
<i>Mobile Home</i>	2 off-street space per dwelling unit
<i>Modular Home</i>	2 off-street space per dwelling unit
<i>Nursing Home</i>	1 off-street space per two dwelling units
<i>Congregate Care Facility</i>	1 off-street space per two dwelling units
<i>Accessory Dwelling Unit (Internal)</i>	1 space per dwelling unit
<i>Accessory Dwelling Unit (Detached)</i>	1 space per dwelling unit
<i>Accessory Dwelling Unit (Attached)</i>	1 space per dwelling unit
Civic Use Types	
<i>Adult Day Care Home</i>	1 off-street space per two residents
<i>Animal Hospital or Clinic</i>	1 space per 400 sq ft
<i>Government Offices</i>	1 off-street space per two employees
<i>College/University Facilities</i>	1 off-street space per dwelling unit OR 1 off-street space per 400 sq ft
<i>Nursery School*</i>	1 off-street space per one employee or staff member
<i>Child Care Center*</i>	1 off-street space per one employee or staff member
<i>Family Child Care Home*</i>	1 off-street space per one employee or staff member
<i>Group Child Care Home*</i>	1 off-street space per one employee or staff member
<i>Hospital Services*</i>	1 off-street space per 1,000 sq ft OR 1 off-street space per one employee or staff member

Exhibit A - DRAFT

<i>Public Utilities and Facilities</i>	1 off-street space per one employee or staff member
<i>Maintenance and Service Facilities</i>	1 off-street space per one employee or staff member
<i>Postal Facilities*</i>	1 off-street space per one employee or staff member
<i>Primary Education Facilities*</i>	1 off-street space per one employee or staff member
<i>Secondary Education Facilities*</i>	1 off-street space per one employee or staff member
<i>Places of Religious Worship*</i>	1 off-street space per 400 sq ft
<i>Public Safety Facilities*</i>	1 off-street space per one employee or staff member
<i>Cultural Facilities</i>	1 off-street space per 400 sq ft
<i>Hospice Care Facilities</i>	1 off-street space per one employee or staff member
Commercial Use Types	
<i>Adult Entertainment</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>General Office</i>	1 off-street space per two employees
<i>Automotive Washing*</i>	1 off-street space per one employee or staff member
<i>Automotive Service Station*</i>	1 off-street space per one employee or staff member
<i>Automotive Rental Services*</i>	1 off-street space per one employee or staff member
<i>Automotive Sale Services*</i>	1 off-street space per one employee or staff member
<i>Auto Repair Services (Major)*</i>	1 off-street space per one employee or staff member
<i>Auto Repair Services (Minor)*</i>	1 off-street space per one employee or staff member
<i>Automotive Tow Lot*</i>	1 off-street space per one employee or staff member
<i>Private Club</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>Athletic and Exercise Facilities</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>Communication Services</i>	1 off-street space per two employees
<i>Financial Services</i>	1 off-street space per two employees
<i>Food Sales (General)</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>Food Sales (Limited)</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Food Sales (Convenience)</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Funeral Services</i>	1 off-street space per two employees
<i>Retail Services (General)</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>Retails Services (Limited)</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Hotels and Motels</i>	1 off-street space per one employee or staff member + 1 off-street space per dwelling unit
<i>Bed and Breakfast Home or Inn</i>	1 off-street space per one employee or staff member + 1 off-street space per dwelling unit
<i>Boarding House or Lodging House</i>	1 off-street space per dwelling unit

Exhibit A - DRAFT

<i>Personal Improvement Services</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Personal Services</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Restaurant (Fast Food)*</i>	1 off-street space per 400 sq ft
<i>Restaurant (Limited)</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Restaurant (General)</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>Other Medical Services</i>	1 off-street space per 800 sq ft OR 1 off-street space per one employee or staff member
<i>Kennel</i>	1 off-street space per one employee or staff member
<i>Marijuana Facilities</i>	1 off-street space per 800 sq ft OR 1 off-street space per one employee or staff member
<i>Bar/Tavern/Cocktail Lounge</i>	1 off-street space per one employee or staff member + 1 off-street space per 400 sq ft
<i>Recreation Services (Indoor)</i>	1 off-street space per 400 sq ft
<i>Recreation Services (Outdoor)*</i>	1 off-street space per 800 sq ft
<i>Construction Sales and Services</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Landscape Sales and Services</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
<i>Maintenance and Repair Services</i>	1 off-street space per one employee or staff member + 1 off-street space per 800 sq ft
Industrial Use Types	
<i>Custom Manufacturing</i>	1 off-street space per one employee or staff member + 1 off-street space per 1000 sq ft
<i>Light Industrial</i>	1 off-street space per one employee or staff member + 1 off-street space per 1000 sq ft
<i>General Industrial</i>	1 off-street space per one employee or staff member + 1 off-street space per 1000 sq ft
<i>Heavy Industrial</i>	1 off-street space per one employee or staff member + 1 off-street space per 1000 sq ft
<i>Warehousing and Distribution*</i>	1 off-street space per one employee or staff member + 1 off-street space per 1000 sq ft
<i>Data Centers</i>	1 off-street space per one employee or staff member
<i>Telecommunication Facilities</i>	1 off-street space per one employee or staff member
<i>*</i>	Requires additional consideration for drop-off and pick-up and required to provide trip generation information as a part of the site-plan review

- B. Any use not included in the parking requirements of this Section shall be determined by the Planning and Zoning Commission.

Exhibit A - DRAFT

Chapter 405 Zoning Regulations Attachment 3 shall be replaced with the following:

APPENDIX A - TABLE OF USES BY ZONING DISTRICT

Summary Table of Uses											
P - Permitted Use C - Conditional Use	Residential Districts						Commercial Districts			Industrial District	Downtown Overlay
Residential Use Types	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
<i>Assisted Living Facility</i>				C	P		C	C	C		
<i>Single Family House</i>	P	P	P	P							
<i>Duplex</i>			P	P	P						
<i>Townhouse</i>				P	P						P
<i>Multiplex</i>				P	P			C			P
<i>Multi-Family Apartment</i>				P	P		C	C	C	C	P
<i>Cluster Housing</i>			P	P	P				C		
<i>Group Home - Type A</i>	P	P	P	P	P						
<i>Group Home - Type B</i>	P	P	P	P	P						
<i>Manufactured Home</i>						P					
<i>Mobile Home</i>						P					
<i>Modular Home</i>						P					
<i>Nursing Home</i>			C	C	P		C	C	C		
<i>Congregate Care Facility</i>				C	C		C	C			
<i>Accessory Dwelling Unit (Internal)</i>		P	P	P	P						P
<i>Accessory Dwelling Unit (Detached)</i>		C	P	P	P						P
<i>Accessory Dwelling Unit (Attached)</i>		C	P	P	P						P
<i>Home Occupations, subject to 405.190</i>	P	P	P	P	P	P					
Civic Use Types	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
<i>Adult Day Care Home</i>	P	P	P	P	P			C			
<i>Animal Hospital or Clinic, without kennel</i>								P	P	P	
<i>Cemetery</i>										C	

Exhibit A - DRAFT

Government Offices		C	C	C	C		P	C	P	P	P
College/University Facilities					C		P	C	C		P
Community Recreation				C	C			C	C		
Open Space	P	P	P	P	P			P	P	C	
Park	P	P	P	P	P			P	P	C	
Nursery School	C	C	C	C	C		C	C			
Child Care Center	C	C		C	C		C	C	C		
Family Child Care Home	P	P	P	P	P	P		C			
Group Child Care Home	C	C	C	C	C			C			
Hospital Services							C		P	P	P
Public Utilities and Facilities	C	C	C	C	C		C		P	P	
	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
Maintenance and Service Facilities		C	C	C	C		C		P	P	
Postal Facilities							C		C	P	P
Primary Education Facilities	P	P	P	P	P		P	P	P		
Secondary Education Facilities	P	P	P	P	P		P	P	P		
Places of Religious Worship	P	P	P	P	P	P	P	P	P	P	P
Public Safety Facilities	C	C	C	C	C		C	P	P	P	
Cultural Facilities	C			C	C		P	P	P	C	P
Hospice Care Facilities		C	C	C	C		P	P	P		
Commercial Use Types	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
Adult Entertainment									C		
General Office					C		P	C	P	P	P
Automotive Washing								C	P	P	
Automotive Service Station								C	P	P	
Automotive Rental Services								C	C	C	
Automotive Sale Services, subject to Section 405.705								C	C	C	
Auto Repair Services (Major)								C	C	P	
Auto Repair Services (Minor)								P	P	P	
Automotive Tow Lot										C	

Exhibit A - DRAFT

<i>Private Club</i>		C	C	C	C		C	C	P		P
<i>Athletic and Exercise Facilities</i>					C		C	C	P	P	
<i>Communication Services</i>							P	C	P	P	
<i>Financial Services</i>							P	P	P	P	P
<i>Food Sales (General)</i>					C		C	C	P		P
<i>Food Sales (Limited)</i>					C		C	P	P		P
<i>Food Sales (Convenience)</i>					C		P	P	P		P
<i>Funeral Services</i>		C	C	C	C		C		P		
<i>Retail Services (General)</i>					C		C	C	P	C	P
<i>Retails Services (Limited)</i>					C		P	P	P		P
<i>Hotels and Motels</i>							C	C	P	P	P
<i>Bed and Breakfast Home or Inn</i>	C	C	C	P	P			P			P
<i>Boarding House or Lodging House</i>		C	C	C	C			C	C		
<i>Personal Improvement Services</i>					C		C	P	P		P
<i>Personal Services</i>					C		C	P	P		P
<i>Restaurant (Fast Food)</i>					C		C	C	P		
<i>Restaurant (Limited)</i>					P		P	P	P		P
<i>Restaurant (General)</i>					C		P	P	P		P
<i>Other Medical Services</i>							P	P	P	C	P
<i>Kennels, subject to Section 405.705</i>	C									C	
<i>Marijuana Facilities</i>								P	P	P	P
	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
<i>Bar/Tavern/Cocktail Lounge</i>					C		C	P	P		P
<i>Recreation Services (Indoor)</i>					C		C	P	P	P	P
<i>Recreation Services (Outdoor)</i>									C	P	
<i>Construction Sales and Services</i>									C	P	
<i>Landscape Sales and Services</i>									C	P	
<i>Maintenance and Repair Services</i>									C	P	
<i>Truck Stop</i>									C		
<i>Veterinarian clinic, with outdoor kennels</i>								C	P		

Exhibit A - DRAFT

<i>Veterinarian clinic, without outdoor kennels</i>								P	P		
Industrial Use Types	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
<i>Custom Manufacturing</i>							C		C	P	
<i>Light Industrial</i>									C	P	
<i>General Industrial</i>										P	
<i>Heavy Industrial</i>										C	
<i>Warehousing and Distribution</i>									C	P	
<i>Data Centers</i>										C	
<i>Camps, travel trailer and RV parks, provided that no camper shall occupy a campground for a period exceeding 60 consecutive days</i>									C	C	
<i>Quarrying, mining or removal of sand, gravel or stone and the processing of the same, including asphalt and concrete plants, all of which shall be permitted by separate conditional use permits, subject to Section 405.705</i>										C	
<i>Riding stable and academy provided no structure housing horses shall be located nearer than five hundred (500) feet to the boundary of any residential district with "R" in its title.</i>	C									C	
<i>Salvage yard or junk yard, subject to Section 405.705</i>										C	
<i>Self-storage facility, subject to Section 405.705</i>									P	P	
<i>Telecommunication Facilities, subject to Section 405.705</i>	C	C	C	C	C		C		C	C	
Other Use Types	R - R	R - 1	R - 2	R - 3	R - 4	R - 5	C - O	C - 1	C	M	DOD
<i>Community Garden</i>		P	P	P	P		P	P	C	C	P
<i>Agricultural Tourist Operation</i>										C	
<i>Golf course (not driving ranges or mini golf)</i>		P									
<i>Surface Parking</i>				C	C		C	C	C	C	
<i>Parking Structures</i>				C	C		C	C	C	C	
<i>Wind Energy Conversion Systems</i>	C	C	C	C	C	C	C	C	C	C	