BOARD OF ALDERMEN MEETING Kearney City Hall 100 East Washington 6:30 p.m., Monday, April 3, 2017

PLANNED AGENDA

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

2. CONSENT AGENDA

- C-1 Resolution Auth \$98,482.74 Payment to Porter Lumber Inc. for 64% of Hwy 92 Stormwater Improvements
- C-2 Cleaning Aerator at Water Plant, Veolia \$2,416 Low Bid Recommended
- C-3 Lift Station Cleaning, Veolia \$3,295 Low Bid Recommended
- C-4 Regency Drive Box Retaining Wall Mudjack Repairs (Brannlund Wall), Snell's Concrete Solutions, \$2,700
- C-5 Jesse James Farm Road Bridge, Mudjack Repairs on Road Approaches, Snell's Concrete, \$3,600
- C-6 KADC TIF Payment Request, \$189,000 for Innovation Storm Detention (\$217,568 Expenses Submitted)
- C-7 Resolution Approving Electrical Easement for PCEC, along East side of Watson Drive on West side of Beverly Park
- C-8 Approval of Engagement Letter with Accounting Solutions for Fy2017 Audit, \$15,000
- C-9 Approval of Barham Fencing Proposal \$1,325 on 19th Street between Tennis Courts and Kookie Rickel, replacing old Wood Fence
- C-10 Resolution Approving \$34,500 Fireworks Show for July 3rd with J & M Displays

3. MAYOR'S REMARKS

- A. VOTE
- 4. ADMINISTRATOR'S REPORT
- 5. PUBLIC REQUESTS & PETITION
- 6. PUBLIC HEARINGS
- 7. OLD BUSINESS
 - A. Consider Proposed Ordinance Prohibiting Loud and Raucous Noise within the City
- 8. NEW BUSINESS
 - A. Resolution Approving Use of Westwood Village Transportation Escrow Funds for Nation Road Turn Lanes at Cottonwood Estates
- 9. ALDERMEN DISCUSSION
- 10. EXECUTIVE SESSION REAL ESTATE MATTERS CONSIDER MOTION
- 11. ADJOURNMENT

ENCLOSURES

Agenda w/Meeting Notes

2A. Minutes, Board of Aldermen, March 20th KADC & Foundation, Mar 10th

2B. Bills

CONSENT AGENDA ITEMS

- C-1 Resolution Auth \$98,482.74 Payment to Porter Lumber Inc. for 64% of Hwy 92 Stormwater Improvements
- C-2 Cleaning Aerator at Water Plant, Veolia \$2,416 Low Bid Recommended
- C-3 Lift Station Cleaning, Veolia \$3,295 Low Bid Recommended
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- C-8 Engagement Letter with Accounting Solutions for Fy2017 Audit, \$15,000
- C-9 Barham Fencing Proposal \$1,325 on 19th Street Trail between Tennis Courts and Kookie Rickel, replacing old Wood Fence
- C-10 Resolution Approving \$34,500 Fireworks Show for July 3rd with J & M Displays
- 7A. Proposed Ordinance Prohibiting Loud and Raucous Noise within the City
- 8A. Resolution Approving Use of Hills of Westwood Transportation Escrow Funds for Nation Road Turn Lanes at Cottonwood Estates

MISCELLANEOUS CORRESPONDENCE

1.

REPORTS

- 1. Calendar, April
- 2. Kearney Police Report, Mar 13th to Mar 19th
- 3. Water Plant Report, March

<u>NEXT Meeting Monday, April 17th</u> at 6:30 pm at the Kearney City Hall, 100 East Washington.

- **2 CONSENT AGENDA** The Consent Agenda permits several items to be reviewed and approved by one motion in order to expedite the meeting. The following items are being submitted for Board approval:
 - 2A. Board Meeting Minutes, March 20th
 - 2B. Bills Presented for Payment

CONSENT AGENDA ITEMS SUBMITTED FOR APPROVAL

C-1 Resolution Auth \$98,482.74 Payment to Porter Lumber Inc. for 64% of Hwy 92 Stormwater Improvements
Enclosed is a proposed resolution and documentation of \$153,879.28 in expenses incurred by Porter Wholesale Lumber (actual Invoices and canceled checks are not included here) for the 92 Highway Stormwater Improvements made pursuant to Resolution 33-2016 Agreement for the City to assume 64% of the costs, equating to a reimbursement amount of \$98,482.74, repayment to be solely from sales taxes paid by Porter Wholesale Lumber. Also enclosed is documentation establishing the fact that Porter Wholesale lumber paid \$106,222 in fy2017 (has paid \$143,390 since moving to Kearney).

As was contemplated in the fy2018 budget, an invoice has been prepared to make a one-time payment in full amount and is included on the list of bills for approval at this meeting. These funds have been budgeted in the respective sales tax funds: 013, 018 and 019.

Approval is recommended.

- C-2 Cleaning Aerator at Water Plant, Veolia \$2,416 Low Bid Recommended Enclosed is a memo from Jay Bettis advising the water plant aerator (tall cylindrical stainless steel structure on North side of water plant) needs to be cleaned—Veolia submitted the low bid for \$2,416 is and recommended for acceptance.
- <u>C-3 Lift Station Cleaning, Veolia \$3,295 Low Bid Recommended</u> Enclosed in C-3 is a Jay Bettis memo recommending the acceptance of a low bid from Veolia to clean grease build up in the City lift stations—approval is recommended.
- C-4 Regency Drive Box Retaining Wall Mudjack Repairs (Brannlund Wall), Snell's Concrete Solutions, \$2,700 Enclosed is a Jay Bettis memo recommending approval of \$2,700 in mudjacking work on the Tim Brannlund wall at the Regency Drive box culvert.

The Board had met with Al Seeman's of Amino Brothers, and cost estimates kept climbing—we had Larkin Engineer Dan Miller inspect the wall, and he didn't think it had moved or changed much since the last time he had inspected it—he did agree that we could fill the voids to possibly help extend the life of the wall (which was constructed in the early 1990's).

We did just that by retaining local mud jacker, Snell's Concrete who mudjacked both sides of the retaining wall—at a cost of \$2,700. We agree with Dan Miller that deferring the \$100,000+ improvement is the best course of action. Approval is requested.

<u>C-5 Jesse James Farm Road Bridge, Mudjack Repairs on Road Approaches, Snell's Concrete, \$3,600</u> The bridge approaches on Jesse James Farm Road at Clear Creek have settled again—we have mud jacked them before, and think this is the best option for keeping the bridge approaches level with the bridge deck. Estimated cost is \$3,600

<u>C-6 KADC TIF Payment Request, \$189,000 for Innovation Storm Detention (\$217,568 Expenses Submitted)</u> Kearney Area Development Council has submitted current and prior expenses totaling \$217,558, exceeding the amount of TIF Funds available (as anticipated). It is recommended \$189,000 be paid, which leaves approx. \$800 in the fund balance. Approval is recommended.

(Approx \$138,000 Additional TIF funds will be generated with the 2017 property taxes, available for payment in February 2018, making the total TIF contribution \$327,000.)

- C-7 Resolution Approving Electrical Easement for PCEC, along East side of Watson Drive on West side of Beverly Park Enclosed is a proposed resolution granting Platte Clay Electric an easement along the East side of Watson Drive, as it abuts Beverly Park Subdivision. They desire having an exclusive electric easement, and we have road easement the goes beyond the normal easement width in the section of roadway. They need this easement for placing their distribution line serving new streetlights planned for Watson Drive. Approval is recommended.
- <u>C-8 Approval of Engagement Letter with Accounting Solutions for Fy2017 Audit, \$15,000</u> Enclosed is a proposed engagement letter with Accounting Solutions to complete the Fy2017 Audit at an agreed cost of \$15,000. Accounting Solutions is the same company completing the City's audit last year. Approval is recommended.
- <u>C-9 Approval of Barham Fencing Proposal \$1,325 on 19th Street between Tennis Courts and Kookie Rickel, replacing old Wood Fence</u> Enclosed in C-9 is a proposal from Barham Fencing to replace the 80 feet of Board fence along the 19th Street Trail between the Old Tennis Courts and Kookie Rickel's house—we had to remove a section of the fence to repair a sinkhole created by Fairpoint, who had bored through our storm pipe.

Jay thought rather than re-installing the board fence, a 48" black vinyl chain link matching our 19th Street Box culvert might improve appearances. Approval is recommended.

<u>C-10 Resolution Approving \$34,500 Fireworks Show for July 3rd with J & M Displays</u> Enclosed is a proposed resolution authorizing the Mayor to sign an agreement with \$34,500 Fireworks Display for July 3rd with J & M Displays. They have long conducted the City's fireworks displays and have always delivered a memorable experience, making Kearney's display well known in the area. Approval is recommended.

MAYOR'S REPORT

7A Proposed Ordinance Prohibiting Loud and Raucous Noise within the City

Tabled from the last meeting due to concerns raised by Alderman Holt about consequences of strict enforcement.

Alderman Holt has met with the City Attorney resulting in a new Item 3G:

3. Exemptions

g. Lawn Care Maintenance. Normal activities maintaining a residential yard when operated at reasonable times using lawn mowers, weed eaters, chain saws and similar maintenance equipment.

Again, this ordinance attempts to address neighborhood issues concerning auto and hobby repairs done at the home, the City Attorney has drafted a proposed noise ordinance that may also be helpful in handling neighborhood complaints.

Staff also recommends approval of this ordinance.

8A. Resolution Approving Use of Hills of Westwood Transportation Escrow Funds for Nation Road Turn Lanes at Cottonwood Estates Enclosed is a proposed resolution approving the use of Hills of Westwood 4th Plat Escrow fees to be used by Deer Valley LLC to construct turn lanes on Nation Road in conjunction with the development of Cottonwood—see the enclosed map showing the turn lanes on Nation Road.

Because its important for everyone, including Hills of Westwood and Westwood Village, that Nation Road be improved for better traffic movement, it is recommended the Board authorize the use of the \$70,000 generated within the Westwood 4th plat be used by Deer Valley to construct Nation Road turn lanes at Cottonwood.

<u>Executive Session Scheduled</u> Mayor Dane would like to discuss two real estate opportunities with the Board.

March 20, 2017

The Board of Aldermen, City of Kearney, Missouri, met in regular session at Kearney City Hall, 100 East Washington, March 20, 2017 at 6:30 P.M. with Mayor Dane presiding. Members present were Marie Steiner, Eric Shumate, Gerri Spencer and Dan Holt. Staff members present were Jim Eldridge, David Pavlich and Shirley Zimmerman.

Mayor Dane opened the meeting with the Pledge of Allegiance.

Mayor Dane asked everyone to stand for a moment of silence in honor of Judge Greg Dorsey who passed away this afternoon.

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

- ➤ Minutes for the March 6, 2017 meeting
- ➤ Bills presented for payment
- ➤ Bucket Truck Repairs, Altec of St. Joseph, \$1,558.37

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

MAYOR'S REMARKS

KEARNEY HOLT THEATER Rod Will, Kearney Holt Theater said they will be doing a Summer musical in Lion's Park July 14th and 15th.

Kelly Nickels did a short skit announcing Beauty and the Beast as the production. She said this is their 10th year doing the play.

PUBLIC REQUESTS & PETITION

NUTS & BOLTS SPRING TENT SALES Staff said Don Ramsey, Nuts & Bolts is proposing a canopy structure to be located in the same vicinity as where their Christmas trees were and would be up from now thru June. City Ordinance requires Board approval of all temporary structures.

Mayor Dane said he is concerned about the parking in that Shopping Center. He said what happens when the School District occupies the old Big V Grocery Store building. David Pavlich, Community Development Director said there is adequate parking in the Shopping Center.

Mayor Dane asked what we approved to be on the South side of the building. He said we must leave it to where traffic can drive thru that area.

Alderman Spencer said the trucks use the roadway around the back of the Shopping Center and they must have access. Don Ramsey said that would remain open.

NUTS & BOLTS SPRING TENT SALES-CONT Alderman Shumate said he is concerned about the appearance of the South side of the building. He said it appears like it is being used as storage with pallets wrapped in black plastic located in that area.

Don Ramsey said the material will get damaged if it gets rained on very much. He said they simply unwrap a pallet as they get to it for sales.

Alderman Steiner asked what would be under the canopy. He said plants would be under the canopy. He said basically it is a 20 by 40 foot canopy. He said it will be attached to the parking lot with spikes into the asphalt.

Alderman Steiner asked what happens to the plants when they die. He said they usually reduce price when they start to die. If they don't sell they will be removed and stored behind the building.

Mayor Dane said he would like to see Nuts & Bolts make the South side of the building look more aesthetically pleasing.

A motion was made by Alderman Spencer and seconded by Alderman Steiner to approve the temporary canopy structure for Nuts & Bolts to sell plants from now thru June. The motion carried unanimously.

FINAL PLAT HACKER ACRES Bill No. 12-2017, an ordinance approving the Final ORDINANCE NO. 1332-2017 Plat of Hacker Acres and accepting the dedication of right-of-way and easements, was presented and read by Title only.

Staff said this is a one lot commercial subdivision of Hacker Acres, located at the Southeast corner of 92 Highway and Jesse James Farm Road.

Alderman Holt said they will be putting a sidewalk along Jesse James Farm Road in front of this proposed development.

A motion was made by Alderman Holt and seconded by Alderman Shumate to approve the ordinance as read on the first reading. The motion carried unanimously.

A motion was made by Alderman Shumate and seconded by Alderman Holt to place Bill No. 12-2017 on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Holt, Steiner, Spencer and Shumate. Voting against: None. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1332-2017.**

FINAL PLAT GREENFIELD 3RD PLAT Bill No. 13-2017, an ordinance approving ORDINANCE NO. 1333-2017 the Final Plat of Meadows at Greenfield, 3rd Plat, a subdivision in Kearney, Missouri and accepting dedication of right-of-way and easements, was presented and read by Title only.

FINAL PLAT GREENFIELD 3RD PLAT Staff said this is a 44 lot single family ORDINANCE NO 1333-2017 subdivision located at the Southwest quadrant of 33 Highway and 19th Street. The Planning and Zoning Commission recommended approval at their March 13th meeting.

David Pavlich said the developer agreed to have a tract of land dedicated for improvement of the trail.

A motion was made by Alderman Holt and seconded by Alderman Shumate to approve the ordinance as read on the first reading. The motion carried unanimously.

A motion was made by Alderman Spencer and seconded by Alderman Shumate to place Bill No. 13-2017 on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Holt, Steiner, Spencer and Shumate. Voting against: None. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1333-2017**.

FINAL PLAT, GREENFIELD 5TH PLAT Bill No. 14-2017, an ordinance approving ORDINANCE NO. 1334-2017 the Final Plat of Meadows at Greenfield, 5th Plat, a subdivision in Kearney, Missouri and accepting dedication of right-of-way and easements, was presented and read by Title only.

Staff said this is a 33 maintenance free single family lot subdivision of Greenfield 5th Plat, located at the Southwest quadrant of 33 Highway and 19th Street. The Planning and Zoning Commission recommended approval at their March 13th meeting.

Staff said this is a single lot subdivision because people only purchase the foot print of their home.

A motion was made by Alderman Shumate and seconded by Alderman Spencer to approve the ordinance as read on the first reading. The motion carried unanimously.

A motion was made by Alderman Holt and seconded by Alderman Spencer to place Bill No. 14-2017 on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Holt, Steiner, Spencer and Shumate. Voting against: None. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1334-2017.**

Jerry Syler, developer said he hoped to be pouring asphalt for streets by May 1st in the Villas and start building by end of May. He said between the two plats he had seventeen lots already committed.

PUBLIC HEARING

VILLAGE OF RIVER MEADOWS PLAN AMENDMENT Bill No. 15-2017, an

ORDINANCE NO. 1335-2017 ordinance amending the Village of River Meadows Site Plan/Preliminary Plat related to driveway width, was presented and read by Title only.

David Pavlich, Community Development Director, said back in 2003 or 2004 River Meadows was amended to have single width driveways at the curb and garages to be in the back.

Mr. Pavlich said Dale Bradberry is building a house on a corner lot. The garage will be accessed from the side street and you won't be able to access the garage with a single width driveway. This will allow double width only on corner lots and there would only be two more lots that will be corner lots.

The floor was opened to the public.

Jerry Cain, 406 Evening Star, said he wanted to make sure this wasn't the beginning of changes to come to the subdivision. He said if it is limited then he didn't oppose the idea.

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

Alderman Steiner asked if Mr. Cain had a Homeowners Association. He said there wasn't one for his street.

Alderman Spencer said she understood the need on the side street but wondered if it wouldn't be aesthetic pleasing to have a single driveway in the front. Staff said it wouldn't be able to access the garage.

A motion was made by Alderman Spencer and seconded by Alderman Steiner to approve the ordinance as read on the first reading. The motion carried unanimously.

A motion was made by Alderman Holt and seconded by Alderman Shumate to place Bill No. 15-2017 on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Holt, Steiner, Spencer and Shumate. Voting against: None. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1335-2017**.

OLD BUSINESS

ADOPTION OF FY2018 BUDGET/SALARIES Bill No. 16-2017, an ordinance ORDINANCE NO 1336-2017 adopting the FY2018 Budget and Personnel Salaries for the City of Kearney, was presented and read by title only.

Alderman Steiner asked if the Storm Drainage Improvements listed on page 17 were for the project on Flintrock that we had previously approved. Staff said that is correct.

ADOPTION OF FY2018 BUDGET/SALARIES Alderman Steiner asked why the ORDINANCE NO 1336-2017 revenue amount for fines and court costs on page 30 was much lower for this next year. Staff said the police haven't been writing as many tickets after the problems in Ferguson, Missouri and the new Senate Bill 5 passed.

Alderman Steiner said the Amphitheater budget didn't reflect the raise in money that was approved last meeting. Staff said after the new budget year starts there will be an amendment to cover that increase.

Alderman Holt asked why water meter set parts had increased. Staff said it is based on number of building permits issued. We had a record year last year and anticipate the same next year so it requires increasing the amount for meter set parts.

Staff said the Board of Aldermen must make a decision on the amount to insert into the Ordinance to cover salary of the Mayor and Board of Aldermen. They were given a survey of surrounding cities and what they pay.

Mayor Dane said we can't vote a raise for ourselves. He said if this passes it won't become effective until you have been re-elected.

Alderman Spencer said she felt we should be more in line with the other cities. She said she thought Alderman pay should be brought up to what Riverside pays. That would be \$100 for Alderman and \$225 for Mayor.

Mayor Dane said he would not recommend there be an increase in the Mayor's pay. He said it should be more of a service than a way to make money.

Alderman Holt said he hadn't put a lot of thought into it and was fine the way it was.

Alderman Steiner said she believes Aldermen would work harder if they had a raise. She said last time it was considered was 2008.

Alderman Shumate said he is content with where it is at presently.

Mayor Dane said he didn't want Mayor pay to go to \$225. Staff said Mayor pay should be more than Aldermen so it was decided that Mayor would be \$125 and Aldermen would be \$100.

A motion was made by Alderman Spencer and seconded by Alderman Steiner to approve the ordinance as read on the first reading. The motion carried unanimously.

A motion was made by Alderman Holt and seconded by Alderman Steiner to place Bill No. 16-2017 on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Holt, Steiner, Spencer and Shumate. Voting against: None. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1336-2017.**

NEW BUSINESS

PROHIBITING VEHICLE REPAIR IN RESIDENTIAL Bill No. 17-2017, an **ORDINANCE NO. 1337-2017** ordinance amending Code of Ordinances related to vehicle repair in residential areas, was presented and read by Title only.

Staff reported that recently Mayor Dane and City Staff met with residents concerning excessive auto repairs being conducted at a home.

Staff said this is an ordinance we borrowed from City of Liberty, which prohibits auto repairs being made to cars not owned by the resident. This ordinance will greatly enhance our ability to terminate such excessive activities and will be enforced on a complaint driven basis.

Mayor Dane said we need to end this going on in residential neighborhoods on an every day basis. We also need to figure out a way to hold landlords responsible.

Alderman Steiner asked if the known problems are rental property. Mayor Dane said yes.

David Pavlich said home occupation licenses don't allow car repairs in a home. He said this will allow the police to try and stop this type of activity.

A motion was made by Alderman Steiner and seconded by Alderman Shumate to approve the ordinance as read on the first reading. The motion carried unanimously.

A motion was made by Alderman Holt and seconded by Alderman Steiner to place Bill No. 17-2017 on its second and final reading. Said Bill was thereupon read and considered, and was duly passed by the following roll call vote: Voting for the Motion: Holt, Steiner, Spencer and Shumate. Voting against: None. The motion carried by a four to zero vote. The Bill was then duly numbered **Ordinance No. 1337-2017.**

PROHIBITING LOUD AND RAUCOUS NOISE WITHIN THE CITY An ordinance prohibiting unreasonably loud and raucous noise within the City of Kearney was considered.

Staff said this ordinance is to address neighborhood issues concerning auto and hobby repairs done at the home.

Alderman Holt said he has a concern about this ordinance. He said if a resident gets mad at his neighbor he could call in a complain about something as simple as the noise made by a leaf blower or a chain saw noise.

Alderman Shumate asked if we would have a time frame when this would be considered a nuisance.

<u>PROHIBITING LOUD AND RAUCOUS NOISE WITHIN THE CITY</u> Mayor Dane said he suggests that we table this ordinance until the April 3rd meeting. He invited Alderman Holt to come in on Friday and discuss his concerns with Staff.

A motion was made by Alderman Holt and seconded by Alderman Spencer to table the ordinance regarding prohibiting loud and raucous noise within the City of Kearney until April 3rd. The motion carried unanimously.

<u>APPOINTMENT TO PLANNING AND ZONING COMMISSION</u> Mayor Dane said Doyle Riley, who serves on our Planning and Zoning Commission, has been deployed with the National Guard. He said he would like to appoint Kyle Creeden, 1403 Regency Drive to be an interim replacement for Doyle Riley.

A motion was made by Alderman Shumate and seconded by Alderman Steiner to appoint Kyle Creeden, 1403 Regency Drive to fill an interim replacement for Doyle Riley until he returns from deployment. The motion carried unanimously.

ALDERMEN DISCUSSION

ALDERMAN STEINER Alderman Steiner said she had sent a letter to Town and Country asking for them not to throw their paper in her driveway. She said it had stopped until just recently and it has started again. Mayor Dane said it is suppose to be put in bag and hung on door handle.

ALDERMAN HOLT Alderman Holt said Liberty has "staked" out their community borders with signage. He said we need to get directional signs for our town.

Staff said the Mainstreet Committee was working on that but it has seemed to stalemate.

Mayor Dane said we do need signage and we need business signage also.

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

The following bills were presented for payment at the March 20, 2017 meeting:

			CHECK	
VENDOR NAME	ORG DESC	AMOUNT	NO	FULL DESC
				FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	General Fund Balance Acct	\$7,167.20	1391	TAXES
PAYCOR PAYROLL	General Fund Balance Acct	\$2,250.00	13 9 2	STATE WITHHOLDING
				FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	General Fund Balance Acct	\$6,614.96	13 9 1	TAXES

				FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	General Fund Balance Acct	\$1,547.00	1391	TAXES
VOYA FINANCIAL ADVIS	General Fund Balance Acct	\$1,797.65	4015765	
PAYCOR PAYROLL	General Fund Balance Acct	\$225.00	1389	
RYAN D DOLL	Conoral Admin Barranca	400.00	151551	REFD: EXEMPT NO PERMIT
MISSOURI GAS ENERGY	General Admin. Revenues City Hall Expenses	\$30.00	4015714	
DANE, BILLY R	City Hall Expenses	\$218.66	4015738	
PAYCOR PAYROLL	City Half Expenses	\$175.00 \$324.18	4015713	MAYOR'S PHONE ALLOWANCE
NPG NEWSPAPERS INC	City Hall Expenses	\$168,22	1390 4015743	PAYROLL SERVICE FEE
2.133	Only Flair Expenses	₩100.22	4010743	PWSD#6 LEGAL FILING FEE:PWSD#6 CLY CTY
MO SEC STATE	City Hall Expenses	\$25.00	4015739	DETATCH
BARHAM FENCE LLC	City L(a)! Company	•		A/C FENCE & DUMPSTER
BARHAM FENCE,LLC COVERALL OF KANSAS	City Hall Expenses	\$5,840.00	4015701	FENCE
CINTAS CORP	City Hall Expenses	\$234.00	4015711	CLEANING CITY HALL-MAR
VISA	City Hall Expenses	\$27.41	4015707	
VISA	City Hall Expenses	\$184.95	4015763	5 EMEG LIGHTS W/BATTERY
K.C. METRO LAWN	City Hall Expenses	\$35.50	4015763	2 EMERG LIGHTS
NUTS AND BOLTS	City Hall Expenses City Hall Expenses	\$325.00	4015725	1-35 MULCH, CLN UP, CH & MUS
UNISOURCE, INC	City Hall Expenses	\$19.96	4015745	BLEACH FOR FOUNTAIN
014.0001.02, 1110	City Hall Expenses	\$17.83	4015759	OVERAGE 2/6-3/5 GOOGLE FOR WORK
UMZUZŲ	City Hall Expenses	\$155.94	4015758	UNLIMITED
MARC	City Hall Expenses	\$1,857.00	4015734	2017 SUES/FORM/TRNG
HALL, R. BRIAN, PC	City Hall Expenses	\$5,580.00	4015720	P&Z, POLICE, COURT, BD MTG
TRUSS (CRETCHER)	City Hall Expenses	\$100.00	4015756	INS CERTIF MGMT
STABLES ABVANTAGE	0% 11 W =			LABELS, STAPERS, 2 PK
STAPLES ADVANTAGE	City Hall Expenses	\$184.78	4015752	TONER
PITNEY BOWES GLOBAL TAKECAREOFMYWEBSITE	City Hall Expenses	\$41.14	4015747	LEASE 12/30/16-3/29/17
HALL, R. BRIAN, PC	City Hali Expenses	\$300.00	4015754	MAR WEB HOSTING/MAINT
CLAY COUNTY DETENTN	Court & Legal Expenses Court & Legal Expenses	\$480.00	4015720	P&Z, POLICE, COURT, BD MTG
CEAT COOM T BETERIN	Count & Legal Expenses Community Development	\$78.00	4015709	2 INMATES/2 DAYS
SPRINT	Dir Exp	\$97.86	4015751	CELL PHONES & TABLETS
	Community Development			one in the control of
VISA	Dir Exp	\$249.99	4015764	LOG ME IN
VISA	Community Development Dir Exp	\$219.00	4045700	40" TEOL LEVEL
V10/1	Community Development	\$219.00	4015763	48" TECH LEVEL
PLATTE CLAY ELECTRIC	Dir Exp	\$131.50	4015748	62 GALLONS FUEL
0WT10 0000	Community Development			WTR RUGS & UNIFORM
CINTAS CORP	Dîr Exp	\$2.51	4015707	RENTAL
CINTAS CORP	Community Development Dir Exp	\$3.79	404E707	WTR RUGS & UNIFORM
5	Dii Exp	φ3.7 9	4015707	RENTALS OLD FIRE HOUSE 106 S
MISSOURI GAS ENERGY	Firehouse Center	\$190.90	4015738	JEFFERSON
	Kearney Historic Museum			
MISSOURI GAS ENERGY	Expns	\$63.71	4015738	MUSEUM 101 S JEFFERSON
MISSOURI GAS ENERGY	Kearney Historic Museum Expns	\$139.45	4046700	MUDELINA DU DO O AGO EL LA GUE
moodern enterter	Kearney Historic Museum	φ13 9,43	4015738	MUSEUM BLDG 2 103 E WASH
NUTS AND BOLTS	Expns	\$17.41	4015745	PAINT TRAYS FOR MUSEUM
MISSOURI GAS ENERGY	Police Dept. Expenses	\$40.59	4015738	POLICE STATION
SPRINT	Police Dept. Expenses	\$342.24	4015751	CELL PHONES & TABLETS
DOLLAR GENERAL	Police Dept. Expenses	\$40.45	4015715	CLEANING SUPPLIES FOR PD
CINTAS CORP	Police Dept. Expenses	\$24.93	4015707	RUG RENTALS PD
NUTS AND BOLTS	Police Dept. Expenses	\$15.98	4015745	FLUID MASTER KPD TOILET
YATES ELECTRIC CO.	Police Dept. Expenses	\$817.31	4015770	SMOKE/CARBON

				ALARMS/LABOR
				PARTS REPLACMENT LABOR
ARMORY	Police Dept. Expenses	\$35.00	4015698	RIFLE
LAWRENCE, RUSTY	Police Dept. Expenses	\$14.99	4015732	REIMB: RADAR TUNING FORK
MIDWEST RADAR & EQUI	Police Dept. Expenses	\$900.00	4015737	CERTIFY ALL RADAR GUNS GOOGLE FOR WORK
UMZUZU	Police Dept. Expenses	\$138.61	4015758	UNLIMITED NEW PROP RM SYS CLOUD
TRACKER PRODUCTS	Police Dept. Expenses	\$8,160.60	4015755	BASED
AMERICAN PRIDE EXPRE	Police Dept. Expenses	\$40.95	4015694	LUBE/OIL KPD978 CAR WASH PETTY CASH
CITY OF KEARNEY-PETY	Police Dept. Expenses	\$200.00	4015708	POLICE
HUNTS CAR CARE CNTR	Police Dept. Expenses	\$49.00	4015722	LUBE/OIL KPD977
PLATTE CLAY ELECTRIC	Police Dept. Expenses	\$2,288.52	4015748	1094 GALLONS FUEL
ARMORY	Police Dept. Expenses	\$342.85	4015698	UNIFORMS NEW HIRE-PARKER
ARMORY	Police Dept. Expenses	\$99.95	4015698	UNIFORM TROUSERS KPD983 REIMB: DIGITAL CAMERA
CAREY, THOMAS R.	Police Dept, Expenses Fairview Cemetery	\$119.93	4015704	KPD983 CAR OVERPAYMENT ON CEMETERY
LADONNA WAY	Revenue	\$10.00	4015767	LOT 268 FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Park Fund Balance Acct	\$614.34	1391	TAXES
PAYCOR PAYROLL	Park Fund Balance Acct	\$199.00	1392	STATE WITHHOLDING FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Park Fund Balance Acct	\$616.42	1391	TAXES FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Park Fund Balance Acct	\$ 144.16	1391	TAXES
VOYA FINANCIAL ADVIS	Park Fund Balance Acct	\$200.00	4015765	DEFERRED COMP VF-3137
SPRINT	Park Fund Expenses	\$89.80	4015751	CELL PHONES & TABLETS 90LF EXTRA CHAIN LINK @ BB
BARHAM FENCE,LLC	Park Fund Expenses	\$2,995.00	4015701	CRT
K.C. METRO LAWN	Park Fund Expenses	\$300.00	4015725	DIRT WORK BASEBALL FIELDS
NUTS AND BOLTS	Park Fund Expenses	\$41.91	4015745	PLASTIC PLANTERS
FRICK FARM	Park Fund Expenses	\$1,000.00	4015717	TOP SOIL FOR BALLFIELDS KC METRO PARKS DUES-
KANSAS CITY METRO RE	Park Fund Expenses	\$75.00	4015726	MARSHALL
ARROW STAGE LINES NEW THEATRE	Park Fund Expenses	\$639.00	4015699	MOTOR COACH SR TRIP 3/29
RESTAURA	Park Fund Expenses	\$1,097.00	4015741	BAL SR TRIP 5/3
NPG NEWSPAPERS INC	Park Fund Expenses	\$155.60	4015743	SR TRIP AD
PLATTE CLAY ELECTRIC	Park Fund Expenses	\$62.64	4015748	30 GALLONS FUEL
PITNEY BOWES GLOBAL	Park Fund Expenses	\$41.14	4015747	LEASE 12/30/16-3/29/17
ASCAP	Park Special Projects Transportation Fund	\$708.92	4015700	ASCAP DUES 2016 FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Balance Transportation Fund	\$1,034.98	1391	TAXES
PAYCOR PAYROLL	Balance Transportation Fund	\$370.00	1392	STATE WITHHOLDING FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Balance Transportation Fund	\$1,160.20	1391	TAXES FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Balance Transportation Fund	\$271.34	1391	TAXES
VOYA FINANCIAL ADVIS	Balance	\$150.00	4015765	DEFERRED COMP VF-3137
PLATTE CLAY ELECTRIC	Transportation Expense	\$7,353.54	4015748	STREET LIGHTS
AMEREN UE	Transportation Expense	\$52.17	1388	VILLAS OF MARIMACK LIGHTS
MISSOURI GAS ENERGY	Transportation Expense	\$174.72	4015738	STREET BARN 502 E 19TH ST
MISSOURI GAS ENERGY	Transportation Expense	\$57.36	4015738	COMPOST BLDG 504 E 19TH ST
SPRINT	Transportation Expense	\$129.99	4015751	CELL PHONES & TABLETS
<u> </u>		Ţ. _0 .00		

COLE PRINTING	Transportation Expense	\$60.00	4015710	BOB CAT DECALS
IRONMIKE'S WELDING	Transportation Expense	\$650.00	4015724	TABLE FOR SALT SPREADER
				GOOGLE FOR WORK
UMZŲZŲ	Transportation Expense	\$20.79	4015758	UNLIMITED
INTERSTATE AUTO & TO	Transportation Expense	\$953.52	4015723	BRAKES & JOINTS REPR TRK 2
ALTEC SERVICE GROUP	Transportation Expense	\$1,558.37	4015692	BUCKET TRUCK REPAIRS
				JAN ST REPAIRS-SHKS, MAJ,
SUPERIOR ASPHALT CO.	Transportation Expense	\$13,669.91	4015753	WLDFLWR
NEWMAN TRAFFIC SIGNS	Transportation Expense	\$600.26	4015742	12 SIGNS, 100 BRACKETS
PLATTE CLAY ELECTRIC	Transportation Expense	\$217.01	4015748	104 GALLONS FUEL
				UNIFORM RENTAL & DAMAGED
CINTAS CORP	Transportation Expense	\$49.69	4015707	JEANS
CINTAG CODD				WTR RUGS & UNIFORM
CINTAS CORP	Transportation Expense	\$13.22	4015707	RENTAL
CINTAS CORP	Transportation France	¢47.00	4045707	WTR RUGS & UNIFORM
•	Transportation Expense	\$17.63	4015707	RENTALS
NUTS AND BOLTS	Transportation Expense	\$170.00	4015745	BELT SANDER
PAYCOR PAYROLL	W&S Revenue Balance Acct	6 1 015 04	4204	FICA, FIT, MED PAYROLL
FATCON FATROLL	W&S Revenue Balance	\$1,815.04	1391	TAXES
PAYCOR PAYROLL	Acct	\$612.00	1392	STATE WITHHOLDING
77100117111022	W&S Revenue Balance	Ψ012.00	1002	FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Acct	\$1,870.34	1391	TAXES
	W&S Revenue Balance	* - 1		FICA, FIT, MED PAYROLL
PAYCOR PAYROLL	Acct	\$437.42	1391	TAXES
	W&S Revenue Balance			
VOYA FINANCIAL ADVIS	Acct	\$200.00	4015765	DEFERRED COMP VF-3137
MICCOURT OF FORTH	W&S Revenue Balance			
MISSOURI SALES TAX	Acct	\$2,130.10	4015691	SALES TAX PAYMENT-FEB
CEANDALL CLENDA	Was Developed	0405.74		OVERPAY & MTR REFD
CRANDALL, GLENDA	W & S Revenue Receipts	\$125.71	4015712	PRAIRIE CRK DR
JENNIFER HALL	W & S Revenue Receipts	\$321.00	4015771	OVERPAYMENT ON WATER BILL
SEMMI EN HACE	w & 5 Keveride Receipts	⊅3∠1.00	4015//1	SWR PH & INTERNET
CENTURYLINK	W & S Admin. Expenses	\$193.83	4015705	313397677
CENTURYLINK	W & S Admin. Expenses	\$163.12	4015705	I-35 TWR 440952605
CENTURYLINK	W & S Admin. Expenses	\$107,23	4015705	162ND TWR 431853888
SPRINT	W & S Admin. Expenses			
SFIGNI	vv & 3 Aurilli, Expenses	\$306.38	4015751	CELL PHONES & TABLETS GOOGLE FOR WORK
UMZUZU	W & S Admin. Expenses	\$124,76	4015758	UNLIMITED
AMERICAN PRIDE EXPRE	W & S Admin. Expenses	\$40.95	4015694	LUBE/OIL MO-KWD5
COLE PRINTING	W & S Admin. Expenses	\$100.00	4015710	DOOR DECALS ON TRK
O'REILLY AUTOMOTIVE	W & S Admin. Expenses	\$42.26	4015746	
ONLICE MOTOWOTTE	W & S Authin, Expenses	₽4 ∠.∠0	4015740	WIRE, SPEAKERS REIMB: MILEAGE & MEAL TRNG
BETTIS, J.F.	W & S Admin. Expenses	\$82.62	4015702	- BETTIS
	17 G O FIGHMII. Expoliced	Ψ02.0 <u>2</u>	4010102	3.4 MIL GALLONS KC WTR
KANSAS CITY WATER SE	W & S Admin. Expenses	\$11,164.38	4015727	USAGE
MO WATER &		4 - 1 1 - 1 - 1 - 1		551.52
WASTEWATE	W & S Admin. Expenses	\$150.00	4015740	WTR CLASS-JENNINGS,SMITH
MO WATER &	·			•
WASTEWATE	W & S Admin. Expenses	\$50.00	4015740	DRINKING WTR CLASS-FORT
UNITED RENTALS INC	W & S Admin. Expenses	\$150.00	4015760	EXCAVATION TRNG-BETTIS
PLATTE CLAY ELECTRIC	W & S Admin. Expenses	\$666.13	4015748	325 GALLONS FUEL
PITNEY BOWES GLOBAL	W & S Admin, Expenses	\$41.14	4015747	LEASE 12/30/16-3/29/17
	•	•		UNIFORM RENTAL & DAMAGED
CINTAS CORP	W & S Admin, Expenses	\$14.81	4015707	JEANS
				WTR RUGS & UNIFORM
CINTAS CORP	W & S Admin. Expenses	\$14.72	4015707	RENTAL
CINITAC CODE	MICO Admin 5	# 40.00		WTR RUGS & UNIFORM
CINTAS CORP	W & S Admin. Expenses	\$18.9 8	4015707	RENTALS

				STAND PIPE 340 W
MISSOURI GAS ENERGY	Water Plant Expenses	\$79.91	4015738	WASHINGTON
MISSOURI GAS ENERGY	Water Plant Expenses	\$61.98	4015738	WATER PLT 215 W MAJOR ST HIGH SERVICE PUMPS 215 W
MISSOURI GAS ENERGY	Water Plant Expenses	\$176.45	4015738	MAJOR
ADT SECURITY SERVICE	Water Plant Expenses	\$31.95	4015693	WTR PLT 201311326 WTR RUGS & UNIFORM
CINTAS CORP	Water Plant Expenses	\$8.15	4015707	RENTAL WTR RUGS & UNIFORM
CINTAS CORP	Water Plant Expenses	\$8.15	4015707	RENTALS
YATES ELECTRIC CO.	Water Plant Expenses	\$144.00	4015770	REPR WTR PLT EMERG LITE
KEARNEY FEED	Water Plant Expenses	\$303.00	4015729	STRAW, SEED JAN ST REPAIRS-SHKS, MAJ,
SUPERIOR ASPHALT CO.	Water Plant Expenses	\$2,733.00	4015753	WLDFLWR
CERTIFIED MO WATER &	Water Plant Expenses	\$2,728.71	4015706	400 LB FLOWLUBE WELL OIL
WASTEWATE	Water Plant Expenses	\$35.00	4015740	DUES-EISEN
NUTS AND BOLTS	Water Plant Expenses	\$5.49	4015745	ELECTRICAL CONNECTORS
HACH CHEMICAL	Water Plant Expenses	\$1,069.89	4015719	IRON TEST REAGENTS
UPS	Water Plant Expenses	\$98.71	4015761	WATER SAMPLES-FEB
WALLER LOGISTICS	Water Plant Expenses	\$700.00	4015766	LIME HAULING FEE
KANSAS CITY WINNELSO	Water Plant Expenses	\$1,198.44	4015728	METER SET PARTS
LARKIN LAMP	Sewer Plant Expenses	\$2,625.00	4015731	RATE STUDY 15% WEST CRK INTERCEPTOR
LARKIN LAMP	Sewer Plant Expenses	\$864.30	4015731	PRELIM
CINTAS CORP	Sewer Plant Expenses	\$15.07	4015707	SEWER RUG RENTALS LIFT STATION PUMP E WOOD
MID-AMERICA PUMP	Sewer Plant Expenses	\$3,602.03	4015735	REPR
RHODUS, GREG	Sewer Plant Expenses	\$5,400.00	4015749	270T SLUDGE HAULED-FEB
XYLEM WATER SOLUTION	Sewer Plant Expenses	\$1,118.77	4015769	UV PARTS
ROYAL PAPER	Sewer Plant Expenses	\$32.50	4015750	CASE TOWELS
O'REILLY AUTOMOTIVE	Sewer Plant Expenses	\$13.98	4015746	TAPER FILE, RIVET
MIDWEST LABORATORIES	Sewer Plant Expenses	\$112.28	4015736	SEWER TEST METER REFD 1301 REGENCY
HOFFMANN CUSTOM	Meter Deposit Bal. Acct	\$36.34	4015721	DR OVERPAY & MTR REFD
CRANDALL, GŁENDA	Meter Deposit Bal. Acct	\$47.27	4015712	PRAIRIE CRK DR
KYLE LONG	Meter Deposit Bal. Acct	\$19.54	4015733	METER REFD 111 E FORD ST
VIČKIE GREEN	Meter Deposit Bal. Acct	\$21.04	4015718	METER REFD 803 E 16TH ST
JEFF KOHNZ	Meter Deposit Bal. Acct	\$47.27	4015730	METER REFD 714 N GROVE METER REFD 804 N CYPRESS
JOSEPH WHITE	Meter Deposit Bal. Acct	\$27.49	4015768	CIR
SAMANTHA BROWN	Meter Deposit Bal. Acct	\$5.86	4015703	METER REFD 707 E 15TH ST
BRIAN FREEMAN	Meter Deposit Bal. Acct	\$38.04	4015716	METER REFD 412 W 10TH ST METER REFD 603 CRESTRIDGE
NTJ BUILDERS	Meter Deposit Bal. Acct	\$18.98	4015744	DR
US BANCORP	Sewer Cap. Imp. Expenses	\$3,130.21	4015762	ROTARY FAN
US BANÇORP	Sewer Cap. Imp. Expenses	\$562.34	4015762	ROTARY FAN
K.C. METRO LAWN	Highway Constr Expense	\$4,392.50	4015725	I-35 MULCH, CLN UP, CH & MUS
AMINO BROS, CO, INC.	Highway Constr Expense	\$45,313.80	4015697	HONESUCKLE SDWLK PROJECT
AMINO BROS, CO, INC.	Highway Constr Expense	\$22,028.40	4015695	S VIEW SDWLK TRL REMAIN BAL
AMINO BROS, CO, INC.	Highway Constr Expense	ድን ኃን4 ባለ	404 5000	S VIEW SDWKL TRL MATERIAL-
UMB BANK	2001 SRF Rev Bd Expense	\$2,324.00 \$13,333,33	4015696	TEST
UMB BANK	2001 SRF Rev Bd Expense	\$13,333.33	1387	2001C DWSRF KC WTR
UMB BANK	2013 Sewer Clarifier L/P	\$3,079.99	1387	2001C DWSRF KC WTR
SIND DIVINA	2010 Sewel Clamber LIP	\$95,000.00	4015757	2013 CLARIFIER COP

UMB BANK CITY OF KEARNEY 2013 Sewer Clarifier L/P

\$69,524.28

4015757 2013 CLARIFIER COP SHANKS AVE EMERG RD

West Side CID Expenses

TOTAL

\$8,202.91 \$399,780.30 1001007 REPAIRS

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

KEARNEY AREA DEVELOPMENT COUNCIL BOARD OF DIRECTORS March 10, 2017

Roll Call: Joe Wilmes presiding, Larry Pratt, Kim Murphy, Dave Hinck, Dr. Nicely, and Jared Wolters.

Approval of Minutes: A motion was made by Kim Murphy and seconded by Jared Wolters to approve the minutes of the February 10, 2017 meeting as presented. The motion carried unanimously.

<u>Treasurer's Report</u> Dave Hinck presented a Treasurer's Report showing balances and any bills paid or deposits made in the last month and will be attached to the minutes.

The Bank balance is \$13,467.90.

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

OLD BUSINESS

REGIONAL DETENTION BASIN PROJECT REPORT Shawna Searcy said they are moving dirt on the property. She said the contractor will move fast as long as the weather holds.

NEW BUSINESS

AUTHORIZE LOAN DOCUMENT SIGNATURES Shawna Searcy said we need to authorize two people to sign the loan documents for the Detention Basin.

A motion was made by Larry Pratt and seconded by Kim Murphy to authorize Dave Hinck and Jim Eldridge to sign the loan documents for the detention basin. The motion carried unanimously.

GOLD LEVEL BOARD VACANCY Shawna Searcy reported that Ted Jacques isn't interested in becoming a member of the Board.

Shawna Searcy said she could contact David Kirpatrick, Kearney West Storage or Tony Holland, Isotech to see if they are interested.

<u>LOT 24</u> Shawna Searcy said Lot 24 is not really a sellable lot due to its shape. She asked if the South line could be redrawn to make it more of a rectangular shaped lot. Everyone was in agreement that it would make it more sellable.

Dr. Nicely asked if we only have lots 24 and 30 for sale at present time. That is true until the detention basin is done.

Dave Hinck said we need to start thinking if we want to do Phase 3 or Phase 4 next.

ECONOMIC DEVELOPMENT ACTIVITIES REPORT

Shawna Searcy reported that she had made the Annual Report to the Board of Aldermen.

Shawna Searcy said radio station 102.7 is now located in Kearney. They don't reach out very far.

Shawna Searcy said she wanted to encourage everyone to vote on the School Bond issue on the ballot April 4, 2017.

Shawna Searcy said the website is almost done.

Shawna Searcy said Northwest Round Table is offering a soft skill seminar and the cost is only \$100.00.

EXECUTIVE SESSION At 7:45 A.M., a motion was made by Kim Murphy and seconded by Dr Nicely to meet in closed session and that all records and votes, to the extend permitted by law, pertaining to and/or resulting from this closed meeting be closed under Section 610.021, subsection (2) for the purpose of discussing real estate matters. Voting for the motion: Joe Wilmes, Dave Hinck, Dr. Nicely, Kim Murphy, Larry Pratt and Jared Wolters. Motion carried by a six to zero vote.

The meeting reconvened at 8:10 A.M. with action being taken on a real estate contract in executive session.

NEXT MEETING The next meeting will be April 14, 2017 at 7:00 A.M. at Kearney City Hall.

ADJOURNMENT There being no further business on the agenda, a motion was made by Kim Murphy and seconded by Dr. Nicely. The motion carried unanimously.

Approval:	Attest:

Kademin2017-03-10 2

KEARNEY COMMUNITY FOUNDATION BOARD OF DIRECTORS March 10, 2017

Roll Call: Joe Wilmes presiding, Larry Pratt, Kim Murphy, Dave Hinck, Dr. Nicely, and Jared Wolters.

Approval of Minutes: A motion was made by Dr. Nicely and seconded by Kim Murphy to approve the minutes of the February 10, 2017 meeting as presented. The motion carried unanimously.

<u>Treasurer's Report</u> Dave Hinck presented a Treasurer's Report showing balances and any bills paid or deposits made in the last month and will be attached to the minutes.

Dave Hinck reported the following bank balances for the Foundation Accounts:

NFI-Operating Acct.	\$18,653.51
NFI-Home Delivered Meals	\$ 5,062.08
NFI-Taxi Service Fund	\$ 11,746.53
NFI-Nutrition Center	\$ 16,602.49
NFI-Kearney Historic Museum	\$ 2,639.89
NFI-Kitchen Fund	\$ 9,467.99

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

NEW BUSINESS

SENIOR PROGRAM REPORT Shirley Zimmerman reported that the Senior Board had met again and discussed ways to cut down cost at the Center for meals. They are going to be more strict about people signing up for meals or canceling if they aren't coming to help save food costs. The volunteers are going to start paying \$2.00 for their meals rather them being free. They will monitor this for couple months and then decide if they will raise price of meals or not.

NEXT MEETING The next meeting will be April 14, 2017 at 7:00 A.M. at Kearney City Hall.

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

Approved:	Attest:
<u> </u>	

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
AFLAC/REMITTANCE	General Fund Balance Acct	\$402.22	SUPPLEMENTAL INSURANCE
DELTA DENTAL OF MO	General Fund Balance Acct	\$1,469.56	DENTAL INS-APRIL
VISION SERVICE PLAN	General Fund Balance Acct	\$312.06	EYE INS-APRIL
HUMANA INSURANCE CO	General Fund Balance Acct	\$17,931.92	HEALTH & LIFE INS-APR
MISSOURI LAGERS	General Fund Balance Acct	\$9,438.33	LAGERS CONTRIBUTION -MARCH
VOYA FINANCIAL ADVIS	General Fund Balance Acct	\$1,794.37	DEFERRED COMP VF-3137
MO DEPT OF REVENUE-C	General Fund Balance Acct	\$182.57	CVC FEES-FEB
MO DEPT OF PUBLIC	General Fund Balance Acct	\$25.63	POST FEES FEB
SYNERGY SERVICES INC	General Fund Balance Acct	\$102.50	DV FEES-FEB
AMEREN UE	City Hall Expenses	\$261.97	CITY HALL
DANE, BILLY R	City Hall Expenses	\$175.00	MAYOR'S PHONE ALLOWANCE
NEWCOMBS WINDOW SERV	City Hall Expenses	\$100.00	CLEANING WINDOWS @ CH IN-OUT
CINTAS CORP	City Hall Expenses	\$27.41	CITY HALL RUG RENTALS
STAPLES ADVANTAGE	City Hall Expenses	\$1 03.61	P-TWL, TRASH BAGS, T-PAPER
K.C. METRO LAWN	City Hall Expenses	\$69.00	MOW CITY PROP MAR 6,8,9,10
NUTS AND BOLTS	City Hall Expenses	\$5.07	FASTENERS-SHELF REPR BASEMENT
VISA	City Hall Expenses	\$122.47	82X TONER
DANE, BILLY R	City Hall Expenses	\$21.00	CCEDC STATE OF CITIES 50 MILES @.42
VISA	City Hall Expenses	\$335.66	2 NIGHTS CITY MGRS CONF
VISA	City Hall Expenses	\$200.00	MCMA CONF-ELDRIDGE
VISA	City Hall Expenses	\$311.14	HOTEL GFOA CONF-DAVIS
VISA	City Hall Expenses	\$125.00	GFOA CONF-DAVIS
VISA	City Hall Expenses	\$35.00	MARC AGE SEMINAR-R. WHILOCK
VISA	City Hall Expenses	\$35.00	AGE SEMINAR-B WHITLOCK
K.C. METRO LAWN	City Hall Expenses	\$335.00	MOW CITY PROP MAR 6,8,9,10
MODOR REVENUE-SLSTX	City Hall Expenses	\$35.00	FEB SALES TAX REPORT
MODOR REVENUE-SLSTX	City Hall Expenses	\$35.00	CID SHPS FEB SLS TAX REPT
COSENTINO'S PRICE	City Hall Expenses	\$15.98	2 COFFEE
SHRED-IT	City Hall Expenses	\$18.40	CITY HALL SHREDDING
TAKECAREOFMYWEBSITE	City Hall Expenses	\$300.00	APRIL WEB HOSTING
NPG NEWSPAPERS INC	Community Development Dir Exp	\$55.84	VILLAS RIVER MEAD AD
LARKIN LAMP	Community Development Dir Exp	\$1,790.60	CLAY AIRPORT SWR/GRNFLD PLAN REV

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
UNISOURCE LEASING	Community Development Dir Exp	\$211.00	COMM DEV & POLICE COPIER LEASE
VISA	Community Development Dir Exp	\$31.50	RECORDING FEES FOR JUDGEMENT
VISA	Community Development Dir Exp	\$28.50	ANNEX ORD COTTOWOOD
VISA	Community Development Dir Exp	\$52.50	RECORD OAKWOOD 2N ORD
CINTAS CORP	Community Development Dir Exp	\$2.51	UNIFORM RENTALS
CINTAS CORP	Community Development Dir Exp	\$2.51	WTR RUGS, UNIFORM RENTALS
CINTAS CORP	Community Development Dir Exp	\$2.51	UNIFORM RENTAL
KEARNEY AREA DEVELOP	Econonic Development Expenses	\$17,500.00	FY18-PAYMENT 1 OF 4
AMEREN UE	Firehouse Center	\$90.08	OLD FIREHOUSE ELECTRIC
PENCE PLUMBING & HTG	Firehouse Center	\$84.00	OFH WATER HEATER
KEARNEY ENRICHMENT C	Firehouse Center	\$7,500.00	DIRECTOR CONTRACT 1 OF 4
KEARNEY ENRICHMENT C	Firehouse Center	\$7,500.00	SPARK YTH CONTRACT 1 OF 4
AMEREN UE	Kearney Historic Museum Expns	\$22.57	MUSEUM
AMEREN UE	Kearney Historic Museum Expns	\$22.91	MUSEUM 2
PORTERS BLDG. CENTE	Kearney Historic Museum Expns	\$14.34	6 PAINT BRUSHES-MUSEUM
K.C. METRO LAWN	Kearney Historic Museum Expns	\$23.00	MOW CITY PROP MAR 6,8,9,10
ORSCHELN	Kearney Historic Museum Expns	\$7.78	PAINT FOR MUSEUM
VISA	Kearney Historic Museum Expns	\$689.00	DEDICATION PLAQ-ZIPCO 1/2 COST
VISA	Kearney Historic Museum Expns	\$220.70	CROSSBUCKS/2 TRACK SIGNS
SPENCER, GERRI	Kearney Historic Museum Expns	\$447.02	REMB: SIGNS, TBLE, CHRS, HAT
PLATTE CLAY ELECTRIC	Police Dept. Expenses	\$910.98	POLICE STATION ELECTRIC
STAPLES ADVANTAGE	Police Dept. Expenses	\$103.60	P-TWL, TRASH BAGS, T-PAPER
VISA	Police Dept. Expenses	\$749.90	5 SETS OF SHELVING PROPERTY RM @ PD
K.C. METRO LAWN	Police Dept. Expenses	\$45.00	MOW CITY PROP MAR 6,8,9,10
GRAFF TECHNOLOGY SOL	Police Dept. Expenses	\$184.79	REIMB: DECATUR GENESIS RADAR
UNISOURCE LEASING	Police Dept. Expenses	\$211.00	COMM DEV & POLICE COPIER LEASE
VISA	Police Dept. Expenses	\$9.99	CRASHPLAN PRO -BACK UP SERVER
VISA	Police Dept. Expenses	\$40.47	3 FLASH CARD READERS
REJIS COMMISSION	Police Dept. Expenses	\$45.50	COURT ACCESS
REJIS COMMISSION	Police Dept. Expenses	\$47.32	REJIS COMPUTER USE
SHRED-IT	Police Dept. Expenses	\$22.75	DOCUMENT SHREDDING @ PD
ARMORY	Police Dept. Expenses	\$63.95	TROUSERS KPD982

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
REPUBLIC SERVICES	Solid Waste Expenses	\$1,376.96	MAR TRASH & 8 RECYCLE PULLS
REPUBLIC SERVICES	Solid Waste Expenses	\$36,949.21	MAR TRASH & 8 RECYCLE PULL\$
PORTER WHOLESALE LMB	Sales Tax Expenses	\$49,241.36	PAY IN FULL RES33-2016
DELTA DENTAL OF MO	Park Fund Balance Acct	\$123.84	DENTAL INS-APRIL
VISION SERVICE PLAN	Park Fund Balance Acct	\$25.14	EYE INS-APRIL
HUMANA INSURANCE CO	Park Fund Balance Acct	\$1,186.40	HEALTH & LIFE INS-APR
MISSOURI LAGERS	Park Fund Balance Acct	\$757.10	LAGERS CONTRIBUTION -MARCH
VOYA FINANCIAL ADVIS	Park Fund Balance Acct	\$200.00	DEFERRED COMP VF-3137
PLATTE CLAY ELECTRIC	Park Fund Expenses	\$1,278.10	ST, PARK, WTR, SWR ELECTRIC
PLATTE CLAY ELECTRIC	Park Fund Expenses	\$639.29	PARK ELECTRIC
AMEREN UE	Park Fund Expenses	\$10.24	LION'S PARK
PORTERS BLDG. CENTE	Park Fund Expenses	\$909.30	FERTILIZER FOR PKS & BALL FIELDS
PORTERS BLDG. CENTE	Park Fund Expenses	\$11.40	KEYS
VISA	Park Fund Expenses	\$27.09	WIRELESS MOUSE, CAM LOCK
KEARNEY WINSUPPLY	Park Fund Expenses	\$167.88	MP PARK BATHROOM REPR
KEARNEY WINSUPPLY	Park Fund Expenses	\$68.80	URINAL & TOILET REPR PARTS
K.C. METRO LAWN	Park Fund Expenses	\$930.00	MOW CITY PROP MAR 6,8,9,10
NUTS AND BOLTS	Park Fund Expenses	\$41.32	CLEANING SUPPLIES
NUTS AND BOLTS	Park Fund Expenses	\$8.49	WATER CONNECTOR
NUTS AND BOLTS	Park Fund Expenses	\$8.49	WATER CONNECTOR
ORSCHELN	Park Fund Expenses	\$23.92	5 GAL WATERING BUCKETS
ORSCHELN	Park Fund Expenses	\$297.31	TRANSFER PUMP & ATTACHMENTS
TREE PATCH, INC.	Park Fund Expenses	\$1,000.00	4 TRANSPLANT JJ PARK
HERITAGE TRACTOR	Park Fund Expenses	\$5.51	CAP FOR MOWER
HERITAGE TRACTOR	Park Fund Expenses	\$160.78	MOWER REPAIR
J & M	Park Fund Expenses	\$34,500.00	JULY 3RD FIREWORKS YR 3 OR 4 CONTRACT
NEW THEATRE RESTAURA	Park Fund Expenses	\$25.00	7-12-17 DEPOSIT SR TRIP
QUALITY HILL PLAYHOU	Park Fund Expenses	\$350.00	SR TRIP BALANCE 4-27
COSENTINO'S PRICE	Park Fund Expenses	\$30.92	CANDY FOR BUSINESS EXPO
KEARNEY HOLT COMMUNI	Park Fund Expenses	\$6,000.00	COMMUNITY THEATRE PRODUCTION
HERITAGE TRACTOR	Park Fund Expenses	\$7.36	OIL FOR EQUIPMENT
PRAXAIR DISTRIBUTION	Park Special Projects	\$40.19	CO2 TANK RENTAL

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
HOME FREE TOURING	Park Special Projects	\$2,250.00	10% DEP-HOME FREE CONCERT
DELTA DENTAL OF MO	Transportation Fund Balance	\$189.24	DENTAL INS-APRIL
VISION SERVICE PLAN	Transportation Fund Balance	\$50.28	EYE INS-APRIL
HUMANA INSURANCE CO	Transportation Fund Balance	\$2,328.14	HEALTH & LIFE INS-APR
MISSOURI LAGERS	Transportation Fund Balance	\$1,341.56	LAGERS CONTRIBUTION -MARCH
VOYA FINANCIAL ADVIS	Transportation Fund Balance	\$150.00	DEFERRED COMP VF-3137
PLATTE CLAY ELECTRIC	Transportation Expense	\$154.56	ST, PARK, WTR, SWR ELECTRIC
PLATTE CLAY ELECTRIC	Transportation Expense	\$102.80	STREET BARN ELECTRIC
AMEREN UE	Transportation Expense	\$996.01	STREET LIGHTS
K.C. METRO LAWN	Transportation Expense	\$105.00	MOW CITY PROP MAR 6,8,9,10
FOLEY INDUSTRIES	Transportation Expense	\$327.92	BACKHOE BUCKET EDGE
INTERSTATE AUTO & TO	Transportation Expense	\$202.19	RADIATOR REPR TRK ST5
NUTS AND BOLTS	Transportation Expense	\$19.98	2 PKS OF 200 CABLE TIES
ORSCHELN	Transportation Expense	\$118.95	WEED CONTROL-ECONO LODGE
MUDJACKERS REPAIR	Transportation Expense	\$2,700.00	BRANNLUND WALL GROUTING N/S
SHIPLEY EXCAVATING	Transportation Expense	\$6,684.15	RIP RAP STORM PIPE
PORTERS BLDG. CENTE	Transportation Expense	\$89.27	REBAR & SUPPLIES FOR SDWLK
ORSCHELN	Transportation Expense	\$39.99	LIVE TRAP
PORTERS BLDG, CENTE	Transportation Expense	\$31.12	STREET SIGN CONCRETE
PORTERS BLDG. CENTE	Transportation Expense	\$29.95	5 CANS SPRAY PAINT-MARKING
PORTERS BLDG, CENTE	Transportation Expense	\$95.94	DUMP TRK SIDES
ORSCHELN	Transportation Expense	\$16.99	RAT KILLER
CINTAS CORP	Transportation Expense	\$51.21	UNIFORM RENTALS
CINTAS CORP	Transportation Expense	\$13.22	WTR RUGS, UNIFORM RENTALS
CINTAS CORP	Transportation Expense	\$13.22	UNIFORM RENTAL
PORTER WHOLESALE LMB	Transportation Expense	\$24,620.69	PAY IN FULL RES33-2016
PORTER WHOLESALE LMB	Cap Improv Sales Tax Exp.	\$24,620.69	PAY IN FULL RES33-2016
DELTA DENTAL OF MO	W&S Revenue Balance Acct	\$377.48	DENTAL INS-APRIL
VISION SERVICE PLAN	W&S Revenue Balance Acct	\$82.20	EYE INS-APRIL
HUMANA INSURANCE CO	W&S Revenue Balance Acct	\$7,430.78	HEALTH & LIFE INS-APR
MISSOURI LAGERS	W&S Revenue Balance Acct	\$2,340.99	LAGERS CONTRIBUTION -MARCH
VOYA FINANCIAL ADVIS	W&S Revenue Balance Acct	\$200.00	DEFERRED COMP VF-3137

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
FAIRPOINT COMMUNICAT	W & S Admin. Expenses	\$134.40	WTR PHONE & INTERNET
AMERICAN PRIDE EXPRE	W & S Admin. Expenses	\$40.95	LUBE/OIL KWD4
PAVING MAINTENANCE	W & S Admin. Expenses	\$40.00	TRNING-SMITH-BETTIS
TRUSS (CRETCHER)	W & S Admin. Expenses	\$314.00	CYBER LIABILITY RIDER
CINTAS CORP	W & S Admin. Expenses	\$14.72	UNIFORM RENTALS
CINTAS CORP	W & S Admin. Expenses	\$14.72	WTR RUGS, UNIFORM RENTALS
CINTAS CORP	W & S Admin. Expenses	\$14.72	UNIFORM RENTAL
US BANCORP	W & S Admin. Expenses	\$8,439.30	AMI METER SYST 38507161
US BANCORP	W & S Admin, Expenses	\$1,042.34	AMI METER SYST 38507161
PLATTE CLAY ELECTRIC	Water Plant Expenses	\$1,558.57	ST, PARK, WTR, SWR ELECTRIC
AMEREN UE	Water Plant Expenses	\$369.32	WELL 1
AMEREN UE	Water Plant Expenses	\$381.73	WELL 2
AMEREN UE	Water Plant Expenses	\$1,350.32	WATER PLANT
AMEREN UE	Water Plant Expenses	\$1,377.39	HIGH SERVICE PUMPS
ADT SECURITY SERVICE	Water Plant Expenses	\$38.95	WTR PUMPS 201313455
CINTAS CORP	Water Plant Expenses	\$8.15	WTR RUGS, UNIFORM RENTALS
K.C. METRO LAWN	Water Plant Expenses	\$50.00	MOW CITY PROP MAR 6,8,9,10
YATES ELECTRIC CO.	Water Plant Expenses	\$146.02	EMERG LITE WATER PLT
KEARNEY WINSUPPLY	Water Plant Expenses	\$43.65	AIR COMP INTAKE
NUTS AND BOLTS	Water Plant Expenses	\$25.96	4 RUBBER CASTERS
AMERICAN WATER WORKS	Water Plant Expenses	\$315.00	DUES-BETTIS
AMERICAN BACKFLOW	Water Plant Expenses	\$77.00	DUES-BETTIS
STAPLES ADVANTAGE	Water Plant Expenses	\$187.00	P-TWL, TRASH BAGS, T-PAPER
NUTS AND BOLTS	Water Plant Expenses	\$25.98	13 GAL TRASH BAGS
KEARNEY WINSUPPLY	Water Plant Expenses	\$3,150.26	METER SET PARTS
KEARNEY WINSUPPLY	Water Plant Expenses	\$2,857.50	METER SET PARTS
PLATTE CLAY ELECTRIC	Sewer Plant Expenses	\$320.55	ST, PARK, WTR, SWR ELECTRIC
PLATTE CLAY ELECTRIC	Sewer Plant Expenses	\$8,372.43	SEWER ELECTRIC
ADT SECURITY SERVICE	Sewer Plant Expenses	\$38.95	SWR ALARM 201311328
LARKIN LAMP	Sewer Plant Expenses	\$1,302.31	CLAY AIRPORT SWR/GRNFLD PLAN REV
K.C. METRO LAWN	Sewer Plant Expenses	\$15.00	MOW CITY PROP MAR 6,8,9,10
NUTS AND BOLTS	Sewer Plant Expenses	\$16.54	CLEANING SUPPLIES FOR SWR PLT

VENDOR NAME	ORG DESC	AMOUNT	FULL DESC
SHIPLEY EXCAVATING	Sewer Plant Expenses	\$440.00	GRADE GRAVEL @ SWR PLT
YATES ELECTRIC CO.	Sewer Plant Expenses	\$548.43	LIFT STATION REPR J-PT
PORTERS BLDG. CENTE	Sewer Plant Expenses	\$27.95	CABLE TIES
XYLEM WATER SOLUTION	Sewer Plant Expenses	\$296.77	UVLAMPS
ORSCHELN	Sewer Plant Expenses	\$2.00	UV REPAIRS
PORTERS BLDG. CENTE	Sewer Plant Expenses	\$26.95	5 BAGS ASSORT CABLE TIES
NUTS AND BOLTS	Sewer Plant Expenses	\$41.47	2 CYC OIL, CHAIN, GRDCLEAR ETC
ORSCHELN	Sewer Plant Expenses	\$26.24	24 PC WRENCH SET
HACH CHEMICAL	Sewer Plant Expenses	\$57.84	TEST CHEMICALS
HACH CHEMICAL	Sewer Plant Expenses	\$52.05	TEST CHEMICALS
NUTS AND BOLTS	Sewer Plant Expenses	\$40.86	2 CYC OIL, CHAIN, GRDCLEAR ETC
ENVIRONMENTAL RESOUR	Sewer Plant Expenses	\$718.89	SLUDGE TESTING
BARRY LOWE	Meter Deposit Bal. Acct	\$47.27	METER REFD 1209 STONECREST CT
KEVIN LOBER	Meter Deposit Bal. Acct	\$31.39	METER REFD 1030 E 15TH ST
JUSTIN RITTER	Meter Deposit Bal. Acct	\$23.38	METER REFD 302 N GROVE ST
ISAAC KEELER	Meter Deposit Bal. Acct	\$14.09	METER REFD 407 WILDFLOWER
CHRISTY KINNISON	Meter Deposit Bal. Acct	\$4.92	METER REFD 1304 REGENCY DR
TRANSYSTEMS CORP	Highway Constr Expense	\$9,886.77	INV #6 CLRCRK CROSSING ENG
K.C. METRO LAWN	Highway Constr Expense	\$180.00	MOW CITY PROP MAR 6,8,9,10
UMB BANK	2015 G.O. Hwy Bond Expense	\$318.00	ADM FEES-2015 BDS
PORTERS BLDG. CENTE	Kearney Historic Museum	\$216.24	MATERIAL FOR RISERS-MUSEUM
PORTERS BLDG. CENTE	Kearney Historic Museum	\$113.90	PAINT SUPPLIES-MUSEUM
ZIPCO CONTRACTING	Kearney Historic Museum	\$12,350.70	93% CONTRACT
VISA	Police Capital Purchases	\$749.90	5 SETS HD SHELVING
WSKF	Police Capital Purchases	\$858.62	100% OF CONTRACT-POL STN ARCH
KEARNEY AREA DEVELOP	TIF Fund Expenses	\$189,000.00	INNOVATION STM DETENTION BASIN
	TOTAL	\$535,394.27	

RESOLUTION NO.	C-1	
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A RESOLUTION AUTHORIZING PAYMENT IN FULL OF AGREEMENT WITH PORTER WHOLESALE LUMBER (RES 33-2016) IN THE AMOUNT OF \$98,482.74 FOR 64% OF STORM DRAINAGE IMPROVEMENTS MADE AT MARIMACK GOLF COURSE, AND PURSUANT TO THE FY2018 BUDGET

WHEREAS, Resolution 33-2016 authorized an agreement between the City and Porter Wholesale Lumber, Inc. to make certain storm drainage improvements at Marimack Golf Course, which surround the Porter Wholesale Lumber, Inc. business location, and

WHEREAS, City's share of costs would be 64% of construction and design costs not to exceed \$120,000, and

WHEREAS, Porter's Wholesale Lumber, Inc. has submitted documentation substantiating construction costs of \$141,151.05 and design costs of \$12,728.23, totaling \$153,879.28, making City's 64% share \$98,482.74, and

WHERAS, the FY2018 Budget did contemplate said amount would be paid from sales tax revenues paid by Porter's Wholesale Lumber, Inc. collected during the fy2017 Budget year from the Sales Tax Fund (50% of amount), Transportation Sales Tax Fund (25% of amount) and Capital Improvements Sales Tax (50% of amount), providing sufficient funds were indeed collected, and

WHEREAS, it is hereby established that sufficient funds were collected in FY2017 from Porter Wholesale Lumber, Inc.

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

Section 1. In full satisfaction of the Contract between the City of Kearney and Porter Wholesale Lumber, Inc., \$98,482.74 is hereby authorized to be paid from the following funds:

\$49,241.36 Sales Tax Fund \$24,620.69 Transportation Sales Tax Fund \$24,620.69 Capital Improvements Sales Tax Fund

Section 2. As set forth in the agreement, said sales taxes (General Sales Tax, Transportation Sales Tax and Capital Improvements Sales Tax) identified herein are solely generated by Porter Wholesale Lumber, Inc.

Section 3. This resolution shall be effective immediately upon passage.

	THE BOARD OF ALDERMEN OF THE CITY OF PPROVED BY THE MAYOR THIS DAY OF
	APPROVED:
	Bill Dane, Mayor
ATTEST;	
Jim Eldridge, City Clerk	Y:\wp\Porter Wholesale Sales Tax Contract Resolution2017.doc

Highway 92 Storm Improvements

Check #	<u>Payee</u>	Work Performed	<u>Amount</u>	
6443	Nelson land Survey	Survey Work	\$750.00	•
6444	AGC Engineering	Engineering	\$675.50	
6493	AGC Engineering	Engineering	\$946.00	
6490	Nelson land Survey	Survey Work	\$1,200.00	
6546	AGC Engineering	Engineering	\$151.25	
6593	AGC Engineering	Engineering	\$826.25	
6657	AGC Engineering	Engineering	\$2,841.38	1111
6698	Nelson land Survey	Survey Work	\$250.00	ptx CGust 141,151.65
6701	AGC Engineering	Engineering	\$763.75	1914
6769	AGC Engineering	Engineering	\$316.25	Jotal Deign 12, 728.23
6853	AGC Engineering	Engineering	\$1,496.25	Totalleign 15, 100, -
6899	AGC Engineering	Engineering	\$317.85	0
6898	Nelson land Survey	Survey Work	\$100.00	&
6933	Nelson land Survey	Survey Work	\$1,200.00	153, 879.28
6961	Damon Pursell Const.	Rock	\$7,481.05	(0) 2, 0 1 1. 0
6984	AGC Engineering	Engineering	\$393.75	
6986	Nelson land Survey	Survey Work	\$500.00	× 649.
13342	Havens Const.	Storm Sewer installation	-\$138,101.24-	A CONTRACTOR OF THE PROPERTY O
			133,670.00	All De let
	TOTAL		\$158,310.5₹	OR Ja # 98,482.74
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Porter Wholesale Lumber2016

CODE	CITY ID	TYPE	CITY 2	DIST	HOTD	BLANK	TAX ID		PERIOD	CITY	ID		AMOUNT	CITY ID 2	
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							<u>-</u>	<u> </u>				-			
								<u> </u>	<u> </u>				143390.3		106222.4

RESOLUTION NO. 33-2016

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN PUBLIC PRIVATE PARTNERSHIP AGREEMENT WITH PORTER WHOLESALE LUMBER, INC. TO FUND A PORTION OF STORMWATER IMPROVEMENTS ON PROPERTY SURROUNDING THE BUSINESS

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

Section 1. The Mayor is hereby authorized to sign a public private partnership agreement with Porter Wholesale Lumber, Inc., to provide 64% funding of storm water improvements design and construction costs at Marimack Golf Course, (not to exceed \$120,000) property which surrounds the Porter Wholesale Lumber, Inc. business location, said agreement and related plans and engineering documents, attached and made part of this resolution as if wholly re-written herein.

Section 2. As set forth in the agreement, said sales taxes (General Sales Tax, Transportation Sales Tax and Capital Improvements Sales Tax) identified herein are solely generated by Porter Wholesale Lumber, Inc.

Section 3. This resolution shall be effective immediately upon passage.

APPROVED:

Bill Dane, Mayor

ATTEST:

Jim Eldridge, City Clerk

Y:\wp\Resolutions\Porter Wholesale Sales Tax Contract Resolution2016 .doc

fy 2018 Broget

Fd 013 Sales Tax Fund Budget Line Items on Page 42

As stated on Page 3, 4% increase over fy2017 actual collections in General Sales Tax has been calculated for Fy2018.

This fund is used to separately account for sales tax revenues. Revenue is projected at a \$1,490,000 estimated interest earnings of \$1,400.

Shoppes TIF Economic Activity Taxes (EATS) are budgeted for retail businesses locating within the Shoppes at Kearney Tax Increment Financing District at 50% of revenue (Price Chopper has a protected retail sales base of \$15,000,000 to account for existing sales tax revenues prior to its relocation to Shoppes at Kearney in Oct, 2014.)

Porter Wholesale Lumber Sales Tax Contract Resolution 33-2016, authorized a public private partnership agreement with Porter Wholesale Lumber, Inc. to Fund 64% of costs not to exceed \$149,119 of construction costs, plus design costs, of storm water improvements on the Marimack Golf Course (owned by affiliate, Clear Creek) surrounding the present business location at 700 East 92 Highway located on East 92 Highway. The Resolution authorizes a maximum reimbursement of \$120,000, however until the project is certified complete, this budget assumes all 64% of the \$149,119 figure identified within the agreement, which equates to \$95,426 reimbursement amount. Reimbursements are restricted solely to the sales taxes generated by Porter Wholesale Lumber, Inc.

The resolution further states the reimbursement will be appropriated from the Sales Tax Fund (\$47,708), Transportation Sales Tax Fund (\$23,859) and the Capital Improvements Sales Tax Fund (\$23,859), stated amounts being reflected in this budget in each respective Fund with new item: Developer Reimbursement. This budget assumes Porter Wholesale will be reimbursed from their Sales Tax collections in fy2017—indeed through February 2017, 11 months collections exceeded \$49,000 and is surplus over budgeted revenues collected in Fy2017.

This is NOT a recurring expense and the Porter Wholesale Contract will be paid in full in this budget year.

The balance of Sales Tax Revenue is transferred to the General Fund:

Reimbursement to Developer Transfer EATS to Shoppes TIF General Fund Transfer ኒዓ 241,36 \$ 47,708 (from fy2017 Surplus) \$ 73,100. **\$1,337,000.**

Budget Aundrit



The City of Kearney

100 E. Washington • P.O. Box 797 Kearney, MO 64060 816-628-4142 • 816-628-4543 FAX www.kearneymo.us



Date: March 28, 2017

To: Jim Eldridge City Administrator

Re: Aerator Cleaning

Jim,

We have obtained bids for cleaning the aerator at the water treatment plant. The bids are as follows:

1. Veolia

\$2,416.00

2. Ace Pipe Cleaning

\$2,298.00

3. ReddiServices

No Total Given just rates

We would ask for approval of BESTR BID which we feel is Veolia.

Thank you for your consideration and approval.

Jay Bettis

Utilities/ Street Director





OVEOLIA



City of Kearney

Water Plant Aerator Cleaning 2017

February 16, 2017



Veolia North America Industrial Business

February 16, 2017

Theresa M. Block | Director Environmental Affairs

CONFIDENTIALITY STATEMENT

Veolia North America emphasizes that this proposal contains proprietary information and is intended solely for the use of the Customer in the evaluation of this proposal. Reproduction, publication or presentation, in whole or in part, for any other purpose is expressly forbidden without written authorization. Unauthorized use is strictly prohibited.



Scope of Services

Veolia will mobilize combo truck and provide all labor, equipment, and materials to clean the Aerator.

Estimated Pricing Summary

Estimated Timeframe: 1-10 Hr. Shift port-to-port

Straight Time Hours	Overtime Hours
8	2

**All hours in excess of 8 per day, Saturday, Sunday, and holidays are considered overtime.

Time and Materials All charges are portal to portal

Hourly Rates: Equipment and Labor	No.	Straight Time		Over	time	\$ Estimated M-F hours		
Oncentor	1	\$	37.00	\$	52.00	\$	400.00	
Operator Liquid Vacuum Truck 4hrs	1	\$	100.00			\$	400.00	
Pressure Washer	1	\$	45.00			\$	450. <u>00</u>	
PPE Level D	4	\$	38.00			\$_	152.00	
Technician	3	\$	32.00	\$	41.00	\$	1,014.00	
Est. Equip & Labor				 		\$	2,416.00	

Total Estimated Cost:

\$2,416.00

The above time and material pricing is an estimate. The actual time to complete the job may be more or less depending on conditions, wait time, etc.



Ace Pipe Cleaning, Inc.

Kansas City, Ft. Worth, San Antonio, Nashville, St. Louis, Hayden AZ

The Environmental Protection Specialist

6601 Universal Avenue Kansas City, Missouri 64120 Tel: (816) 241-2891

Fax: (816) 241-5054 Watts: (800) 325-9372

CONTRACT PROPOSAL

Date: 2/24/17

City of Kearney Attention: Chris Jennings City Hall PO Box 797

Phone: 816-628-4805

Email: waterplant@kearneymo.us

Proposal #: 17-186 for CLEANING

1. PROJECT DESCRIPTION:

Kearney, MO - Aerator Cleaning

SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("Ace") will provide the labor, equipment, material, and supplies for cleaning on the Project in accordance with this Proposal (the "Work"), and will include the following:

One Operator, One Jetter Combination Truck and One Laborer to Clean an Acrator located in Kearney, MO.

3. PRICING AND PAYMENT:

Description	Est Qty	Unit	U	nit Price	Total
Operator and Jetter/Combo Unit	8	Per Hour	\$	185.00	\$ 1,480.00
Additonal Laborer	8	Per Hour	\$	65.00	\$ 520.00
6" Flex Hose - 100' Roll	1	Each	\$	150.00	\$ 150.00
Equipment Fuel	8	Per Hour	\$	18.50	\$ 148.00
Total Estimated Price	***				\$ 2,298.00

Payment shall be due Net 30 days from Ace's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.

5. CLARIFICATIONS/ASSUMPTIONS: TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. Ace's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and Ace's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of Ace's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES __ NO _X_ If yes, please provide Wage Determination.

TAX EXEMPT? YES _X_NO ___ If yes, please provide Tax Exemption Certificate.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:		
Signed: <u>Ieremy Cheek</u> Date <u>2/24/17</u> Title: Superintendent	Signed:Date		

PROPOSAL

TO: CITY OF KEARNEY

DATE: 03/01/17

JOB LOCATION: 215 West Major Street, Kearney, MO 64060

PHONE #: (816) 256-1479

E-MAIL: waterplant@kearneymo.us

ATTN: Chris Jennings

We hereby propose to furnish in accordance with specifications below.

Wash & Vac Out Aeration Filter System:

Labor.....\$50/hr

Hourly Rates: 4 hour min - Port to Port

+Plus+

\$45 Fuel Charge Per Truck

* Anything past 4 hours will be at hourly rates, if any additional laborers needed will be at \$50.00 per hour.

The prices quoted herein are for tasks performed during the hours of 7:00 AM to 4:30 PM Monday through Friday. Work performed on Saturdays, Sundays, major holidays or between the hours of 4:30 PM and 7:00 AM during the week will be billed at 1 ½ times the hourly rate for labor only; equipment prices will remain the same.



The City of Kearney

100 E. Washington • P.O. Box 797 Kearney, MO 64060 816-628-4142 • 816-628-4543 FAX www.kearneymo.us



Date: March 28, 2017

To: Jim Eldridge City Administrator

Re: Annual Lift Station Cleaning

Jim,

We have collected bids for cleaning grease from several of our lift stations. This is a process we perform every year. The following bids were collected and they are:

1. Veolia

\$3,295.00

2. Ace Pipe

\$5,264.00

3. Reddi Services

No Total but there vac truck hourly rate is higher that Veolia.

We would like to proceed with Veolia for the work. Thank you for your consideration and approval.

Jay Bettis

Utilities / Street Director





City of Kearney

Water Plant Lift Stations 2017

February 16, 2017



Veolia North America

Industrial Business

February 16, 2017

Theresa M. Block | Director Environmental Affairs

CONFIDENTIALITY STATEMENT

Veolia North America emphasizes that this proposal contains proprietary information and is intended solely for the use of the Customer in the evaluation of this proposal. Reproduction, publication or presentation, in whole or in part, for any other purpose is expressly forbidden without written authorization. Unauthorized use is strictly prohibited.



Scope of Services

Veolia will mobilize combo truck and provide all labor, equipment, and materials to clean 6 lift stations.

Estimated Pricing Summary

Estimated Timeframe: 2-9 Hr. Shift plus travel time

Straight Time Hours	Overtime Hours
16	2

**All hours in excess of 8 per day, Saturday, Sunday, and holidays are considered overtime.

Time and Materials All charges are portal to portal

Hourty Rates:

Equipment and Labor	No.	Strai	ght Time	Over	time		stimated hours
Operator	1	\$	37.00	\$	52.00	Ś	696.00
Combo Sewer Truck	1	\$	100.00	1		\$	1800.00
8% egi	1					\$	160.00
1 Sections 8" Pipe	1	\$	45.00			\$	45.00
Technician	1	\$	32.00	\$	41.00	\$	594.00
Est Equip & Labor						\$	3,295.00

Total Estimated Cost:

\$3,295.00

The above time and material pricing is an estimate. The actual time to complete the job may be more or less depending on conditions, wait time, etc.



Ace Pipe Cleaning, Inc.

Kansas City, Ft. Worth, San Antonio, Nashville, St. Louis, Hayden AZ

The Environmental Protection Specialist

6601 Universal Avenue Kansas City, Missouri 64120 Tel: (816) 241-2891 Fax: (816) 241-5054 Watts: (800) 325-9372

CONTRACT PROPOSAL

Date: 2/24/17

City of Kearney Attention: Chris Jennings City Hall PO Box 797

Phone: 816-628-4805

Email: waterplant@kearneymo.us

Proposal #: 17-187 for CLEANING

1. PROJECT DESCRIPTION:

Kearney, MO - Wet Well Cleaning

2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("Ace") will provide the labor, equipment, material, and supplies for cleaning on the Project in accordance with this Proposal (the "Work"), and will include the following:

One Operator, One Jetter Combination Truck, One Support Truck and One Laborer to Clean Six (6) Wet Wells located in Kearney, MO.

PRICING AND PAYMENT:

Description	Est Qty	Unit	U	nit Price	 Total
Operator and Jetter/Combo Unit	16	Per Hour	\$	185.00	\$ 2,960.00
Additonal Laborer	16	Per Hour	\$	65.00	\$ 1,040.00
Support Truck	16	Each	\$	55.00	\$ 880.00
Equipment Fuel	16	Per Hour	\$	24.00	\$ 384.00
Total Estimated Price					\$ 5,264.00

Payment shall be due Net 30 days from Ace's invoice date. Quantities are estimated. Billing will reflect actual quantities achieved.

4. SCHEDULE: To be determined upon acceptance of this Proposal.

5. CLARIFICATIONS/ASSUMPTIONS: TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. Ace's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and Ace's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of Ace's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREV	AILING	WAGE?	YES_	NO	X_
If vec.	please na	nvide Wa	age Det	ermin	ation.

ACE PIPE CLEANING, INC.	ACCEPTED by CUSTOMER:
Signed: <u>Jesemy Cheek</u> Date <u>2/24/17</u> Title: <u>Superintendent</u>	Signed: Date Title:



PROPOSAL

TO: CITY OF KEARNEY

DATE: 03/01/17

JOB LOCATION: 215 West Major Street, Kearney, MO 64060

PHONE #: (816) 256-1479

E-MAIL: waterplant@kearneymo.us

ATTN: Chris Jennings

We hereby propose to furnish in accordance with specifications below.

Wash & Vac Out Several Lift Stations:

Hourly Rates: 4 hour min - Port to Port

÷Pius+

\$45 Fuel Charge Per Truck

* Anything past 4 hours will be at hourly rates, if any additional laborers needed will be at \$50.00 per hour.

The prices quoted herein are for tasks performed during the hours of 7:00 AM to 4:30 PM Monday through Friday. Work performed on Saturdays, Sundays, major holidays or between the hours of 4:30 PM and 7:00 AM during the week will be billed at 1 ½ times the hourly rate for labor only; equipment prices will remain the same.



The City of Kearney

100 E. Washington • P.O. Box 797 Kearney, MO 64060 816-628-4142 • 816-628-4543 FAX www.kearneymo.us



Date: March 28, 2017

To: Jim Eldridge City Administrator

Re: Regency Street Bridge

Jun,

The rock wall at the bridge on Regency Drive was stabilized with concrete and we feel it was successful. We were able to contact Matt Snell and after looking at the project he pumped at mix into the voids which sealed the rocks. The total cost for this repair was \$2,700.00.

This was a much less expensive repair than what we originally thought we were going to have.

Thank you,
Jay Bettis

Uitilities / Street Director



JEANNE SNELL'S CONCRETE SOLUTIONS LLC

Mudjackers & Concrete Repair

Invoice 3237

885 4-3-17 3237

Date: March 23, 2017

Remix,

Bill To:

Jay Bettis City of Kearney 100 E Washington ST Kearney MO 64060 Please Make Checks Payable To:

Mudjackers & Concrete Repair 19101 Scott Road Holt, MO 64048

Description		
Grout N limestone wall on Regency Street Bridge		1500.00
Grout S limestone wall on Regency Street Bridge		1200.00
·		
	Subcota3	2700.00
		<u> </u>
		<u> </u>
	Balance Due	2700.00

Phone: 816-320-2815 Fax: 816-264-2537 E-mail: Mudjackers@gmail.com

Thank You For Your Business!



The City of Kearney

100 E. Washington • P.O. Box 797 Kearney, MO 64060 816-628-4142 • 816-628-4543 FAX www.kearneymo.us



Date: March 28, 2017

To: Jim Eldridge City Administrator

Re: Jesse James Farm Road Bridge

Jim,

We have been getting complaints about the bridge approaches on the bridge on Jesse James Farm Road south of 92 Hwy. I made contact with Matt Snell and we looked at pumping material under the road to bring it back to original level. Matt feels he can accomplish this and has given us a bid for the work. The work will be on 18' of approach on each end of the bridge and his bid is for \$3,600.00.

We have done this procedure before and it worked for several years. We would ask for approval to do this work.

Thank you,
Jay Bettis
Uitilities / Street Director

City of Kearney

Citizen Report Information

□ Nuisance (weeds, junk, etc.) □ Police □ Stormwater □ Water □ Animal Control □ Sewer □ Street
TimeA.MP.M. Date
Name Cole Mills
Address Ph. No. 547-8891
Description: Called to report buy of Jene James Franch Le Gosgra the brid at 25 mph and Mill Justing truck Action: Action:
Report Taken By:

Jeanne Snell's Concrete Solutions LLC Mudjackers & Concrete Repair

www.mudjackersandconcreterepair.com 19101 Scott Road Holt, MO 64048 Phone: 816-320-2815 EXPIRATION DATE OF THIS QUOTE 4/ Cell: 816-812-8019 Job site address mudjackers@gmail.com Name Address Phone 816-215-9787 Cell Call:

Email	Appointment:	
Referred by	Area in need of repair	PAYMEN'T TERMS
	Add and the self-of-the self-o	Due at completion of job
	Water and Electricity supplied by custome	र ।
We herby submit specifications and	quote for:	17-1-0-4111
1) Raise Nort	n bridge approach on J	esse James Farm Rd \$1800 00
a) Paise Sow	In bridge approach on Je	esse James Faram Rd
		41800
		<u> </u>
City to	provide road signages	to close
one lane o	t the bridge at a	arne
······································		
	and the state of t	
	nto furnish material and labor Complete in accordance with above with a bove wi	re specifications, for the sum of: o dollars (\$ 3600 /60)
m		Acceptance of Proposal
Authorized Signature / / 💪	The above	e prices, specifications and conditions are satisfactory

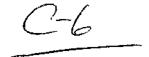
We Propose hereby to furnish material and labor Complete in acco	ordance with above specifications, for the sum of:
Thirty six hundred	50 dollars 15 3600 /20
	Acceptance of Proposal
Authorized Signature Matt Smill Date 3/17/2017	The above prices, specifications and conditions are satisfact and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from above specifications involving extra costs will be executed only upon written orders, and will become extra charge over and above the quote. Our workers are fully covered by	Signature
Workman's Compensation Insurance. ** Mudjacking will sometimes make cracks open	Date

that occurred during settling or may create cracks in weak or unreinforced slabs, 95%

of the time cracks are not an issue.

Pay Request #1

EXHIBIT A



PAYMENT REQUEST AND CERTIFICATE OF WORK

The undersigned is the Treasurer	of Keamey Area Development Council (the
"Developer") under that certain First Amended an	d Restated Redevelopment Agreement dated as
of February 21, 2017 (Res 3-201520)14X (the "Agreem	ent") between the Developer and the City of
Kearney, Missouri (the "City"). All terms not oth	nerwise defined herein shall have the meanings
given them in the Agreement. The Project is (
and such Work has been constructed as describe	d in the Agreement. The undersigned hereby
certifies to the City that:	

1. (a) the construction of the Project subject to this Request has been reviewed; (b) the work has been performed in a workmanlike manner and in accordance with the construction plans approved by the City; (c) lien waivers for applicable portions of the work have been obtained; (d) the date of substantial completion of the Project is the date of this Certificate; and (e) the costs incurred in relating to this portion of the Project is as follows:

<u>Payee</u>	<u>Amount</u>	Description of Reimbursable Project Costs		
		Innovation Storm Detention Bas	in,	
Kearney Area Development Council	\$189,000	AGC Engineers	\$49,988.30	
•		Swallow Tall, LLC	\$77,820.00	
		Amino Brothers Co., Inc.	\$99,736.78	
		Total	\$217,568.48	

- 2. Each item listed above is a Reimbursable Project Cost and was incurred in connection with the construction, renovation, repairing, equipping and constructing of the Project. Attached to this Certificate is supporting documentation of the nature and amount of each Reimbursable Project Cost submitted herein.
- 3. These Reimbursable Project Costs have been incurred by the Developer and are presently due and payable or have been paid by the Developer and are payable or reimbursable under the Agreement.
- 4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund or bond proceeds and no part thereof has been included in any other certificate previously filed with the City.
- 5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

¹ Check "substantially" complete when submitting the final Payment Request and Certificate of Work. Prior to final submittal, insert percentage of Work completed.

- 6. All necessary permits and approvals required for the Project for which this certificate relates have been issued and are in full force and effect.
- 7. All work for which payment or reimbursement is requested has been performed in a good and workman like manner and in accordance with the Redevelopment Plan, as amended, and the Agreement.
- 8. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this 29th day of March	<i>'</i>	20 <u>17</u> .
"DEVELOPER"	KEAR	NEY AREA DEVELOPMENT COUNCIL
	Ву:	Dave Hinck
	Title:	Dave Hinck, Treasurer
Approved for Payment this 3rd day of Approved	orii	, 20 17 .

CITY OF KEARNEY, MISSOURI

By: _ Title: _

Kearney Area Development Council TIF Reimbursement Invoices

Payee	<u>Amount</u>	<u>Date</u>
AGC Engineers, Inc.	\$3,384.47	6/30/2015
AGC Engineers, Inc.	\$1,495.29	5/31/2015
AGC Engineers, Inc.	\$1,111.11	7/31/2015
AGC Engineers, Inc.	\$4,800.00	12/31/2015
AGC Engineers, Inc.	\$650.00	1/31/2016
AGC Engineers, Inc.	\$5,434.00	2/29/2016
AGC Engineers, Inc.	\$1,064.00	2/29/2016
AGC Engineers, Inc.	\$2,223.00	2/29/2016
AGC Engineers, Inc.	\$1,254.00	2/29/2016
AGC Engineers, Inc.	\$1,297.00	3/31/2016
AGC Engineers, Inc.	\$2,166.00	3/31/2016
AGC Engineers, Inc.	\$2,431.00	3/31/2016
AGC Engineers, Inc.	\$287.50	6/30/2016
AGC Engineers, Inc.	\$541,20	7/31/2016
AGC Engineers, Inc.	\$2,736.00	7/31/2016
AGC Engineers, Inc.	\$390.00	8/31/2016
AGC Engineers, Inc.	\$541.20	8/31/2016
AGC Engineers, Inc.	\$3,146.00	8/31/2016
AGC Engineers, Inc.	\$ 1,9 01.16	1/31/2017
AGC Engineers, Inc.	\$572.00	1/31/2017
AGC Engineers, Inc.	\$380.00	1/31/2017
AGC Engineers, Inc.	\$ 1, 342.97	2/28/2017
AGC Engineers, Inc.	\$862.80	2/28/2017
Swallow Tail, LLC	\$77,820.00	1/31/2017
Amino Brothers Co., Inc.	<u>\$99,736.78</u>	3/27/2017
Total	\$217,568.48	

C-7

RESOLUTION NO.	

A RESOLUTION GRANTING AN ELECTRIC EASEMENT TO PLATTE-CLAY ELECTRIC EAST OF WATSON DRIVE AND WEST OF BEVERLY PARK SUBDIVISION

WHEREAS, the City desires street lights to be placed on the East side of Watson Drive, west of Beverly Park, and

WHEREAS, City has road right of way extending from its normal street easement East to the west line of the Beverly Park subdivision, and

WHEREAS, Platte Clay Electric Cooperative desires to build its distribution lines in an exclusive easement.

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

Section 1. The Mayor is authorized to sign an electric easement to Platte-Clay Electric Cooperative, attached and made part of this resolution has if wholly re-written herein.

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 3rd DAY OF OCTOBER, 2016.

	APPROVED:		
ATTEST:	Bill Dane, Mayor		
Jim Eldridge, City Clerk	Y:\wp\res2017 - PCEC Easement Watson Drive Beverly Park.do		

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that on this _____ day of ______, 20 ___ I\We, City of Kearney. Missouri, the undersigned, whether one or more, (hereinafter called "Grantor") for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto Platte-Clay Electric Cooperative, a Missouri rural electric cooperative, whose address is P.O. Box 100, Kearney, MO 64060, (hereinafter called "Grantee") and to its successors and assigns, the perpetual right and easement to enter upon the lands of the undersigned, situated in the County of Clay, State of Missouri, and more particularly described as follows:

A strip of land in the SW ¼ of Section 34, T53N, R31W, Clay County, Missouri, more specifically described as being on the East side of Watson Drive from W 19th Street to the north line of Beverly Park Subdivision in Kearney, Missouri that lies in the 140 foot City of Kearney road right of way.

And to place, replace, construct, reconstruct, erect, relocate, modify, change operating voltage, patrol, repair, operate and maintain thereon, and in or upon all streets, roads or highways abutting said lands, underground, communication lines, electric transmission or electric distribution lines of one or more circuits, cables, fiber optics, line, lines or systems and other appurtenances for the transmission and distribution of electrical energy and communication data or information of any type whatsoever, to and across the above described lands of the undersigned.

The easement granted herein shall be 30 feet in width, being 15 feet on each side of its centerline as and when installed. Furthermore, for any appurtenances that extend outside of the 30 foot wide easement, said easement shall continue and extend out 10 feet wide, 5 feet on each side of the centerline of any appurtenances. The location of the easement granted herein on the above described lands of the undersigned shall be defined and fixed upon completion of the communication, electric distribution or transmission lines when and as initially constructed.

The location of the burden shall be fixed to the degree occupied by the initial structure upon completion of such structure, except as otherwise provided for herein. Upon completion of construction of the initial structures within said easement, the burden, scope of use, and footprint shall be fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade, expand or extend any electric line, cable, fiber optics or other lines, or communications systems, data or information systems of any type in the future on, across and within the easement so as to enable Grantee herein to furnish service to others, and within the easement the right to increase or decrease the voltage, size, capacity of the line, number or location of lines, all as Grantee may deem necessary or advisable.

Grantee shall have full right of ingress and egress to, from and over the above described lands, for doing anything

Page 2 of 2

.

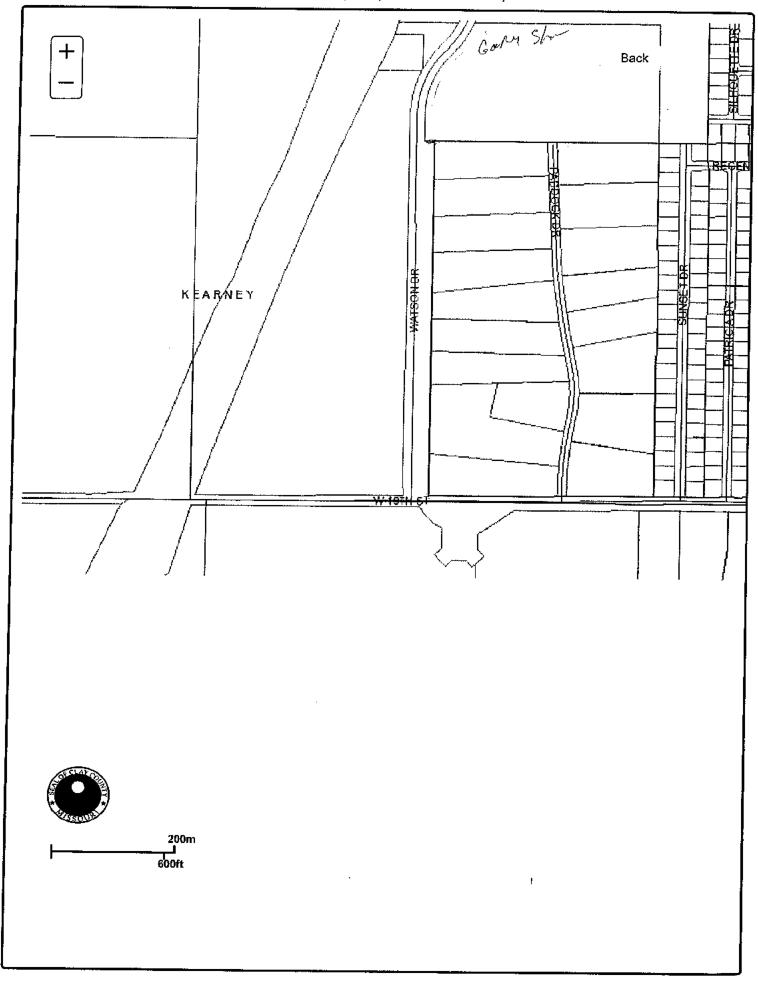
necessary or useful for the enjoyment of the easement herein granted; and to spray, cut, trim or remove trees and shrubbery to the extent necessary to keep them clear of the aforementioned communication, electric distribution or transmission lines or system; to cut down from time to time all dead, weak, leaning or dangerous trees, located outside of or within the easement, that may damage any component of the system; and to remove all structures, trees, plants or vegetation that might in Grantee's sole judgment, endanger the line or system; and to license, permit or otherwise agree to the joint use or occupancy of the easement by any successor or subsidiary of Grantee, communication business or any other rural electric cooperative or their successors and subsidiaries.

The undersigned agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation or maintenance of the communication, electric distribution or transmission lines or system, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any change in the grade and/or elevation of the land within the easement as granted herein, so as to allow Grantee to maintain mandatory clearance requirements and all other safety requirements as required by and set forth in the National Electric Safety Code or other applicable federal, state or local, law, statute, rule, regulation or ordinance. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

Grantee shall have the right to install, within the easement, gates in fences that cross the easement right-of-way. Grantor(s) covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHI	EREOF, the u	ndersigned have set their	ir hands this	day of	20
Signature		Sign	nature		
Print name		Print	t name		
STATE OF MISSOURI COUNTY OF))ss)	ACKNOWLEDGI	EMENT		
On this day of, to me acknowledged that he\they\she lin TESTIMONY WHER written.	executed the	same as <u>his\their\her</u> fre	e act and deed.		
(seal)		No	otary Public		
My commission expires:		Pri	int name		

Print name





March 7, 2017

Honorable Mayor and Members of the Board of Aldermen The City of Kearney, Missouri 100 E. Washington St. Kearney, MO 64060

We are pleased to confirm our understanding of the services we are to provide the City of Kearney, Missouri (the City) for the year ending March 31, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending March 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis (if presented)
- 2) Budgetary Comparison Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Combining and Individual Fund Statements and Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally

accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibilities as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. If deemed necessary, we will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our

audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Accounting Solutions Group, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Accounting Solutions Group, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Report drafts and recommendations to management shall be prepared and ready for the City's review and we will issue our final reports no later than June 30, 2017. Robert Wilson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$15,000 which includes assisting in converting the City's cash basis financial statements to the modified and accrual basis of accounting including the related footnotes. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Kearney, Missouri and believe

this letter accurately summarizes the significant to questions, please let us know. If you agree with the this letter, please sign the enclosed copy and return	e terms of our engagement as described in
	Very truly yours,
	accounting Solutions Group,
	Accounting Solutions Group, LLC
APPROVED:	
This letter correctly sets forth the understanding of	City of Kearney, Missouri.
Mayor Signature:	-
Title:	_
Date:	_
Management Signature:	_

Title:

KEARNEY

Jim Eldridge <jeldridge@kearneymo.us>

Fwd: 19th street fence quote

1 message

Jay Bettis <jbettis@kearneymo.us>

To: Jim Eldridge < jeldridge@kearneymo.us>

Thu, Mar 30, 2017 at 11,⁄11 AM

Jim, This is for the fence that we had to remove to repair the storm pipe. I would like to wait and make sure all the ground has settled before we do it. This is for 48" black chain link fence.

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

From: Dusty Barham <barhamfence@gmail.com>

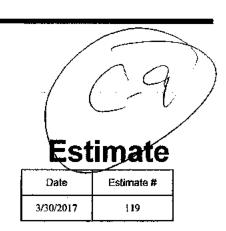
Date: Thu, Mar 30, 2017 at 9:53 AM Subject: 19th street fence quote To: jbettis@kearneymo.us

Jay Bettis Director Utilities/ Streets City of Kearney 816-903-4732 816-215-9787 - cell jbettis@kearneymo.us Dusty Barton 365-8658



19thstreet 001.jpg 396K Barham Fence LLC.

16600 NE 128th St Kearney, MO 64060 816-628-4567



Name / Address
City of Kearney, MO 100 E. Washington St. Kearney, MO 64060

	Project
Description	Total
80LF of 48" black chainlink materials and labor. Storm pipe repair 19th street	1,325.00
Total	\$1,325.00



RESOL	NOITU.	NO.	

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH J & M DISPLAYS TO PROVIDE THE JULY $3^{\rm RD}$ FIREWORKS SHOW AT A COST OF \$34,500, 3rd YEAR OF A 4 YEAR AGREEMENT

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 Mayor to sign the attached contract with J & M Displays to provide the July 3rd Fireworks Show at a cost of \$34,500, attached and made part of this resolution, as if wholly rewritten herein.

Section 2. This is the 3rd of a 4 year agreement which was granted in consideration of the contractor providing and discharging a Yung Fing Brand 16" shell in each of the four shows' finales, at no additional cost or change to the current contract proposal.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY

Section 3. This resolution shall be effective immediately upon passage.

OF KEARNEY, MISSOURI, AND	APPROVED BY THE MAYOR THIS3rd 2017.
	APPROVED:
ATTEST:	Billy R. Dane, Mayor
Jim Eldridge, City Clerk	

FIREWORKS DISPLAY AGREEMENT

THIS AG	REEMENT is made and entered in	nto this 3rd	day of April	. 20 17 hv
Heremarket referre	REEMENT is made and entered in M Displays, Inc., an lowa corped to as "Seller", and City of Kearner	oration, having y, MO	j its principal place	of business at Yarmouth, lowa, , hereinafter referred to as
"Buyer".				, neremation referred to as
Seller sha accepted by the E evening of July 3	all furnish to Buyer one (1) firework Buyer, and which by reference is m , 20_17 at	ks display, as p ade a part her approximately	per the \$ 34,500 eof as Exhibit "A". T 9 : 30 pm, we	program submitted and he display is to take place on the eather permitting.
IT IS FUR	THER UNDERSTOOD AND AGRE	ED BETWEEN	THE PARTIES AS I	FOLLOWS:
1. Firing	of Display (check one of the b	elow options	s):	
accordance with the	rees to furnish all necessary fire ne program approved by the parties toring and displaying of fireworks.	eworks display s. Seller agree	material and persons to comply with all lo	onnel for a fireworks display in ocal, state, and federal guidelines
insurance is required and proof of work	ves the services of Seller's technici Firearms & Explosives and will t red as stated in paragraph number er's compensation insurance cove pertaining to the storing and display	be firing the di five (5), proof rage is require	splay. If Buyer sho of auto insurance (if d. Buyer agrees to	oots the display, proof of liability
2. Payme	ent. The Buyer shall pay to the Sel	ier (check on	e of the below opt	ions):
paid in full within toollection agency f	shall be due and payable in shall be due and payable in one and one-half percent (1 ½%) profifteen (15) days from the date of or non-payment, all fees incurred in essed a \$30.00 fee.	er month shall the show. If t	be added to the unp this account remains	paid balance if the account is not
XXX \$ 34,500 The Buyer will rece	in full by April 24, ive the 8% prepayment bonus prod	2017 luct in this firew	/orks display.	0 days prior to the event date).
\$\$ The Buyer will rece	in_full_by ive the 5% prepayment bonus prod	luct in this firew	orks display.	(30 days prior to event date).
3. Weather	Delay/Cancellation . Buyers intended in as possible to keep postponement	idina to postpo	ne a display due to in	
The following postpo	nement fees are applicable only if t	the display is re	-scheduled in the sai	me calendar year.
 Displays pos are new cost 	tponed prior to being picked up at t is associated with permit changes o	the magazine for or display set-ui	or delivery incur no po has occurred prior t	ostponement fee unless there

Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.

Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee
of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional
labor hours of shoot crew,

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

J & M Displays, Inc.

^{**} Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 4, 2017 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.
5. Insurance. (Check one of the below options):
Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than $$10,000,000$, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.
The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.
Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Selier a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.
The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.
6. Buyer agrees to provide:
 (a) sufficient area for the display, including a minimum spectator set back as determined by Seller. (b) protection of the display area by roping off or similar facility. (c) adequate police protection to prevent spectators from entering display area. (d) dry, clean sand, if needed, for firing. (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search. (f) necessary local permits.
7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.
8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.
9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.
BY:
J & M Displays, Inc.
SELLER BUYER
Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

J & M Displays, Inc.

J & M Displays Proposal For: City of Kearney

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	Brocade ring		\$18.85	\$75.40
3	Crown to glittering		\$18,85	\$56.55
2	Flower wave with red green blue pistii		\$18.85	\$37.70
2	Four color peony		\$18.85	\$37.70
2	Half golden wave to purple half yellow spiderweb		\$18.85	\$37.70
2	Orange Dahlia		\$18.85	\$37.70
4	Pink dahlia		\$18.85	\$75.40
2	Red and blue dahlia with silver glitter		\$18.85	\$37.70
2	Silver crown	silver tail	\$18.85	\$37,70
2	CHANSHAN SHELL - Mixed color peony		\$21.00	\$42.00
4	Blue and lemon strobe coconut	silver tail	\$31.90	\$127.60
2	Color dahlia with silver strobe		\$31.90	\$63.80
8	Crackling willow		\$31,90	\$255,20
2	Glitter crossette	flower crown tail	\$31,90	\$63.80
4	Glittering willow	glitter tail	\$31,90	\$127.60
16	Glittering willow waterfall	glitter tail	\$31.90	\$510,40
4	Green to dark to purple	-	\$31.90	\$127.60
3	Magenta sky blue and lemon dahlia with white glitter pistil		\$31.90	\$95,70
2	Multi-color comets		\$31.90	\$63.80
3	Orange violet and lime dahlia with white glitter pistil		\$31.90	\$95.70
2	Pink and green cross ring with crackling pistils	crackling tail	\$31.90	\$63.80
2	Rainbow colored dahlia w/glittering pistil	· ·	\$31.90	\$63.80
2	Red and blue dahlia with silver bees		\$31.90	\$63.80
6	Red Coco Crossette	red tail	\$31.90	\$191.40
8 1	Red to dark to blue		\$31.90	\$255.20
2	White strobe and red dahlia	whistling tail	\$31.90	\$63.80
2 /	Assortment G of 20 different J&M Brand Shells ELECTRIC FIRE	•	\$342.00	\$684.00
2 /	Assortment K Of 20 different J&M Brand shells ELECTRIC FIRE		\$342.00	\$684.00
2 /	Assortment P of 20 different J&M Brand shells ELECTRIC FIRE	mixed talls	\$342.00	\$684.00
2 /	Assortment Q of 10 Patriotic pairs of 4" J&M Brand shells		\$342.00	\$684.00
	hell Count: 255		77,2122	\$5,444.55

Proposal number: 22623 Designed on: 7/15/2016 Printed on: 7/18/2016 10:44:30 AM Page 1 of 7

J & M Displays Proposal For: City of Kearney

Main Event

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
6	Golden wave to red to green to purple chrys		\$40.05	
2	Green to crackling ghost peony			\$240.30
6	Kamuro chrys niagara fall		\$40.05	\$80.10
2	Nishiki kamuro niagara falls		\$40.05	\$240,30
2	Silver coconut to blue		\$40.05	\$80.10
2	Silver coconut to red		\$40.05	\$80.10
4	Sizzling lemon and purple comets		\$40.05	\$80.10
6			\$40.05	\$160.20
_	Twilight glitter comets		\$40.05	\$240.30
4	Artillery		\$53.85	\$215.40
2	Diamond screamer and red go getters		\$53.85	\$107,70
2	Orange and green with artillery		\$53.85	\$107.70
6	Red and blue with whistles		\$53.85	\$323.10
6	Silver wasp and diamond screamer		\$53.85	\$323.10
4	Silver whirl with report w/ red & blue stars		\$53.85	\$215.40
2	Silver whirl with report w/ variegated stars		\$53.85	\$107.70
2	Tourbillion with reports			•
Category	sheli Count: 58		\$53.85	\$107.70
Category	Shell Count. 36			\$2,709.30

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue & silver strobe chrys	"	\$28.80	\$28.80
1	Crown to glittering		\$28.80	******
1	1/4 Peony with crackle pistil			\$28.80
1	Glitter crossette	flower crown tail	\$52.00	\$52.00
2	Glittering willow		\$52.00	\$52.00
2	Lemon dahlia with white strobe to report	glitter tail	\$52.00	\$104.00
1	Silver Spike	gold tail	\$52.00	\$104.00
1	Silver to dark to silver crackling		\$52.00	\$52.00
1			\$52.00	\$52.00
1	Spiderweb bowtie w/ Lemon pink Sea blue ring		\$5 2.00	\$52.00
1	Three color change peony with glittering willow pistil	blue tail	\$52.00	\$52.00
	Three time time rain with palm pistil		\$52.00	\$52.00
1	White flashing willow	silver tail	\$52.00	\$52.00
2	Assortment A of 15 Patriotic J&M shells ELECTRIC FIRE		\$452.00	\$904.00
2	Assortment G of 15 different J&M Brand Shells ELECTRIC FIRE		\$452.00	\$904.00
2	Assortment V of 10 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$520.00	\$1,040.00
Category	shell Count: 94			\$3,529.60

Proposal number: 22623 Designed on: 7/15/2016 Printed on: 7/18/2016 10:44:30 AM Page 2 of 7

J & M Displays Proposal For: City of Kearney

Main Event

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
1	Crackling Kamuro Chrysanthemum		\$61.25	\$61,25
1	Glittering sliver to blue to orange chrys		\$61.25	\$61.25
1	Glittering silver to purple to blue to red chrys		\$61.25	\$61.25
1	Green crossette with crackling pistil		\$61.25	\$61.25
1	Silver crown with lemon and purple dahlia pistil	silver tail	\$61.25	\$61.25
3	Twitter glitter to purple butterfly with green eyes		\$61.25	\$183.75
1	Double red and crackling heart		\$73.20	\$73.20
1	Farfallas and silver to red glitter peony ELECTRIC FIRE ONLY		\$73.20	\$73.20
1	Happy face pattern		\$73.20	\$73.20
1	Kamuro chrysanthemum niagara falls with smiling face		\$73,20	\$73,20
1	Orange strobe dahlia		\$73,20	\$73.20
2	Reddish gamboge to flying dragons		\$73.20	\$146.40
1	Variegated kamuro with variegated pistil		\$73,20	\$73.20
Category	shell Count: 16			\$1,075.60

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Aqua peony with Brocade ring		\$51.25	\$51,25
1	Chrysanthemum to time rain with time rain and coconut pistil		\$73.50	\$73.50
1	Glittering willow	glitter tail	\$73.50	\$73.50
1	Ring to dark to peony assorted	•	\$73.50	\$73.50
1	Silver crackling crossette	rising whistle	\$73.50	\$73.50
1	Silver crossette to silver scattering	•	\$73.50	\$73.50
2	Assortment A of 9 different Patriotic shells ELECTRIC FIRE		\$447.00	\$894.00
2	Assortment B of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$447.00	\$894.00
2	Assortment C of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$447.00	\$894.00
2	Assortment D of 9 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$447.00	\$894.00
2	Assortment F of 9 different J&M Brand shells ELECTRIC FIRE		\$447,00	\$894.00
2	Assortment Q of 9 different Long Duration J&M Brand Shells ELECTRIC F	mixed tails	\$447.00	\$894.00
Category	shell Count: 114			\$5,782.75

6 Inch Special Effect Shells

Quantity	<u>Name</u>	Rising Effect	Price	Total
2	Blue and red meteor shower		\$101.40	\$202.80
1	Blue to green crackling ghost		\$101.40	\$101.40
Category	shell Count: 3			\$304.20

Proposal number: 22623 Designed on: 7/15/2016 Printed on: 7/18/2016 10:44:30 AM Page 3 of 7

J & M Displays Proposal For: City of Kearney

<u>Main Event</u>

8 Inch Color Shells

Section shell Count: 480

Quantity	Name Name	Rising Effect	Price	Total
1	Brocade crown with eight flowers		\$152.20	\$152,20
2	Color to dark to color assorted		\$152.20	\$304.40
2	Double Layer Chrysanthemum with tail		\$152.20	\$304.40
1	Flashing willow with lemon and purple scatter		\$152.20	\$152.20
2	Glittering willow		\$152.20	\$304.40
1	Glittering willow waterfall		\$152.20	\$152.20
1	Glittering willow with pink lemon and light blue pistil		\$152.20	\$152.20
1	Green to red to blue to purple		\$152.20	\$152.20
1	Purple to green to white flashing		\$152.20	\$152.20
1	Red and blue peany with silver spike pistil		\$152.20	\$152.20
1	Silver spider with orange pistil		\$152.20	\$152.20
1	Silver wave to green to red with red to purple pistil		\$152.20	\$152.20
1	CHANSHAN SHELL - Mixed color peony		\$157.60	\$157.60
Category	y shell Count: 16			\$2,440.60
8 Inch	Special Effect Shells			
Quantity	Name	Rising Effect	Price	Total
1	Aqua magic peony with magenta pistil with ring		\$253.80	\$253.80
1	Crackfing nishiki kamuro		\$253.80	\$253.80
1	Crackling small flowers with crackling pistils		\$253.80	\$253.80
1	Ghost green peony		\$253.80	\$253.80
Category	shell Count: 4		•	\$1,015.20
Section s	shell Count: 560			\$22,301.80
		<u>Finales</u>		•,
3 Inch	Finales			
Quantity	Name	Rising Effect	Price	Total
6	Color 10 Shot finale chain	silver tail	\$118.45	\$710.70
6	Red White Blue Dahlia 10 Shot finale chain	mixed tails	\$118.45	\$710.70
12	Report and palm 10 Shot finale chain	minos ions	\$118.45	\$1,421.40
Category	shell Count: 240		Ψ113.43	\$2,842.80
4 Inch	<u>Finales</u>			, _, _ ,
Quantity	Name	Rising Effect	Price	Total_
12	Color 8 shot finale chain	silver tail		
12	Red white and blue dahlia 8 shot finale chain		\$187.40	\$2,248.80
6	Artillery 8 shot finale chain	mixed tails	\$187.40	\$2,248.80
	•		\$204.35	\$1,226.10
Category	shell Count: 240			\$5,723.70

\$8,566.50

Proposal number: 22623 Designed on: 7/15/2016 Printed on: 7/18/2016 10:44:30 AM Page 4 of 7

J & M Displays Proposal For: City of Kearney

Miscellaneous

Ignition Items

Quantity	Name Name	Rising Effect	Price	Total
250	Igniter 2 meter leads		\$1.95	\$487.50
400	Igniter 3 meter leads		\$1.95	\$780.00
100	Igniter 5 meter leads		\$2.30	\$230.00
2	Wire 22 gauge copper duplex 250 foot spool		\$16.80	\$33.60
Category	shell Count: 0			\$1,531.10
Section s	shell Count: 0			\$1,531.10

Free 8% for early payment

4 Inch Assort E-FIRE

Quantity	Name	Rising Effect	Price	Total
2	Assortment B of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$342.00	\$684.00
2	Assortment C of 20 different J&M Brand Shells ELECTRIC FIRE		\$342.00	\$684.00
2	Assortment F of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$342.00	\$684.00
Calegory	y shell Count: 120			\$2,052.00
Section :	sheli Count: 120			\$2,052.00

Free for Advertising

12 Inch Special Effect Shells

Quantity Name	Rising Effect	<u>Price</u>	Total
3 Gold lace kamuro w/ pistils, assorted	gold tail	\$695.35	\$2,086.05
Category shell Count: 3			\$2,086.05
Section shell Count: 3			\$2,086,05

Free for customer satisfaction

16 Inch Special Effect Shells

Quantity Name	Rising Effect	Price	Total
1 Gold lace kamuro w/ green pistil	rising falling leaves	\$2,214.50	\$2,214.50
Category shell Count: 1			\$2,214.50
Section shell Count: 1			\$2,214.50

Free 15% for Multiple Year Agreement

5 Inch Assort E-FIRE

Quantity	<u>Name</u>	Rising Effect	Price	Total
2	Assortment P of 10 Special J&M Brand pattern shells ELECTRIC FIRE		\$520.00	\$1,040.00
Category shell Count: 20			\$1.040.00	

Proposal number: 22623 Designed on: 7/15/2016 Printed on: 7/18/2016 10:44:30 AM Page 5 of 7

J & M Displays Proposal For: City of Kearney

Free 15% for Multiple Year Agreement

6 Inch Special Effect Shells

Quantity		Rising Effect	Price	Total
2	Glittering willow with pink lemon and light blue pistil	glitter tail	\$101.40	\$202.80
2	Golden willow (waterfall)	_	\$101,40	\$202.80
2	Red strobe with blue moving stars		\$101.40	\$202.80
Category	shell Count: 6			\$608.40
<u>8 Inch</u>	Special Effect Shells			
Quantity	Name	Rising Effect	Price	Total
2	Blue crossette to blue crossette with crackling tail (3-Stage)		\$253.80	\$507.60
2	Crackling thousand circle chrys with double crackling pistils		\$253.80	\$507.60
2	Gold silk willow with green glittering pistil		\$253.80	\$507.60
1	Gold spangle with multi layer variegated pistil		\$253.80	\$253.80
1	Multicolor palm tree with multicolor crown flowers		\$253,80	\$253.80
1	Red Peony to Golden Glitter		\$253.80	\$253.80
1	Variegated kamuro with variegated pistil		\$253.80	\$253.80
Category	shell Count: 10			\$2,538.00
Section sl	nell Count: 36			\$4,186.40

Proposal number: 22623 Designed on: 7/15/2016 Printed on: 7/18/2016 10:44:30 AM Page 6 of 7

J & M Displays Proposal For: City of Kearney

This proposal includes an extention of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks price:

\$32,399.40

Total shot count:

1200

Discount:

\$6,399,40

Packing check:

1072

Sub-total Fireworks:

\$26,000.00

Date of display:

7/3/2017

Sales tax:

Local sales tax:

Customer number;

10315

Insurance processing:

License and permit:

\$3,700.00

Shoot fee:

Total price of show:

Proposal print 11

\$3,500.00

Delivery: Musical firing:

Shoot cost:

\$1,300.00

\$34,500.00

See previous pages for a listing of free items

Free items are based on the \$26,000.00 fireworks subtotal

Summary of Free Items Added to Your Show

\$2,214.50 Free for customer satisfaction

\$2,086.05 Free for Advertising

\$4,186.40 Free for Multiple Year Agreement

\$2,052.00 Free for early pay

\$10,538.95 Total free

Total value of show is \$51,438.35. Your price is \$34,500.00

Free Items Summary

Please note the following comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.

Proposal number: 22623

Designed on: 7/15/2016

Printed on: 7/18/2016 10:44:30 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2017

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 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		CONTACT NAME:	
Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street)	PHONE	o):216-658-7 <u>10</u> 1
Cleveland OH 44114		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A Everest Indemnity Insurance Co.	10851
INSURED		INSURER B :Everest National Insurance Company	10120
J & M Displays, Inc. 18064-170th Avenue		INSURER C: Maxum Indemnity Company	26743
Yarmouth IA 52660		INSURER D. Axis Surplus Insurance Company	26620
		INSURER E : Continental Indemnity Company	
		INSURER F:	i
COVERAGES	CERTIFICATE NUMBER: 937735552	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	· · · · · · · · · · · · · · · · · · ·		SUBR	LIMITO SHOWN WAT HAVE BEE	POLICY EFF	POLICY EXP		
A	· · · · · · · · · · · · · · · · · · ·	INSR	WVD		! (MM/DD/YYYY)	(MM/DD/YYYY)	LIMO	rs
r	GENERAL MABILITY COMMERCIAL GENERAL MABILITY			SI8ML00060-171	1/15/2017	1/15/2018	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
!	CLAIMS-MADE X OCCUR		ĺ				PREMISES (Ea occurrenca)	\$500,000
	CONTRACT TO COOK		ŀ				MED EXP (Any one person)	\$
]	<u> </u>						PERSONAL & ADV INJURY	\$1,000,000
l] ,					GENERAL AGGREGATE	\$2,000,000
ĺ	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT LOC							S
В	AUTOMOBILE LIABILITY			SI8CA00033-171	1/15/2017	1/15/2018	COMBINED SINGLE LIMIT (Es accident)	£1,000.000
l	ANY AUTO ALL OWNED SCHEDULED				l i		BOOILY INJURY (Per person)	\$
	AUTOS AUTOS				•		BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X AUTOS						PROPERTY DAMAGE (Per accident)	\$
-								\$
С	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLANCOLOGIC			EXC6028118-02	1/15/2017	1/15/2018	EACH OCCURRENCE	\$5,000,000
	CLAIMS-MADE	İ					AGGREGATE	\$5,000,000
	DED RETENTIONS		!					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			73-620617 MASTER	3/15/2017	3/15/2018	X WC STATU- X OTH- L TORY LIMITS X ER	USL&H Included
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				ļ	E.L. EACH ACCIDENT	\$1,000,000
ŀ	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Excess Liability			EAU791767	1/15/2017	1	Aggregate :	\$4,000,000 \$4,000,000 \$9,000,000
BESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	F6 (A)	<u>.</u>	0000 404 4 1 224		<u>.</u> [

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

FIREWORKS DISPLAY DATE: July 3, 2017 RAIN DATE: July 4, 2017 LOCATION OF EVENT: Jesse James Park

ADD'L INSURED: The City of Kearney, Missouri, its employees, volunteers, officers, elected officials, partners, subsidiaries, divisions & affiliates, event sponsors & landowners as their interest may appear in relation to this event; Kearney Fire & Rescue Protection District (AHJ)

CERTIFICATE HOLDER	CANCELLATION				
City of Kearney, Missouri 100 East 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				
1	9075~				



AN ORDINANCE PROHIBITING UNREASONABLY LOUD AND RAUCOUS NOISE WITHIN THE CITY

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

- 1. No person shall make, continue, or cause to be made or continued:
- a. Any unreasonable loud or raucous noise;
- b. Any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity, within the jurisdictional limits of the city; or
- c. Any noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion unreasonable discomfort to any persons within the neighborhood from which such noises emanate, or as to unreasonably interfere with the peace and comfort of neighbors or their guest, or operators or customers in places of business, or as to detrimentally or adversely affect such residences or places of business.
- 2. Factors for determining whether a sound is unreasonably loud and raucous include, a but are not limited to the following:
- a. The proximity of the sound to sleeping facilities, whether residential or commercial;
- b. The land use, nature, and zoning of the area from which the sound emanates and the area where it is received or perceived;
- c. The time of day or night the sound occurs;
- d. The duration of the sound; and
- e. Whether the sound is recurrent, intermittent, or constant.
- 3. Exemptions

Sounds caused by the following are exempt from the prohibitions set out above;

- a. Repairs of utility structures which pose a clear and immediate danger to life, health or significant loss of property
- b. Sirens, whistles, or bells lawfully used by emergency vehicles, or other alarm systems used in case of fire, collision, civil defense, police activity, or imminent danger

- c. The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work
- d. Repairs or excavations of bridges, streets or highways by or on behalf of the city, the state, or the federal government, between the hours of 7:00 p.m. and 7:00a.m. when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- e. Outdoor school and playground activities. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to school athletic and school entertainment events.
- f. Other outdoor events. Outdoor gatherings, public dances, shows and sporting events, and other similar outdoor events, provided that a permit has been obtained from the appropriate permitting authority.
- g. Lawn Care Maintenance. Normal activities maintaining a residential yard when operated at reasonable times using lawn mowers, weed eaters, chain saws and similar maintenance equipment.
- 4. A person who violates a provision of this ordinance is guilty or a misdemeanor which is punishable by a fine of not to exceed \$500 or imprisonment not to exceed 90 days or both.
- 5. This ordinance shall be in full force on the date of passage by the Board of Aldermen and approval by the Mayor.

APPROVED AND ADOPTED BY 1	THE MAYOR ANI	D BOARD OF ALDERMEN OF
KEARNEY MISSOURI THIS	_DAY OF	2017
	•	
	APPROVE	
		Bill Dane, Mayor
ATTEST A TRUE AND CERTIFIED	COPY:	
Jim Eldridge, City Clerk		Y:\wp\Noise ordinance.docx

RESOLUTION NO	
---------------	--



A RESOLUTION APPROVING USE OF WESTWOOD VILLAGE 4TH PLAT TRANSPORTATION ESCROW FUNDS PAID BY DEER VALLEY FOR NATION ROAD TURN LANES AT COTTONWOOD ESTATES

WHEREAS, Ordinance 1324-2017 authorized an agreement between the City and Deer Valley, LLC., (Developer) for the development of Westwood Village 4th Plat, and

WHEREAS, Section 2 of said agreement states "the collection of funds collected herein (said agreement) shall be applied to future roadway improvements, in accordance with the existing development agreement for Hills of Westwood/Westwood Village, with improvements to Nation Road prioritized over other improvements, and

WHEREAS, Section 3 of said agreement provides for accumulated monies to be released to Developer by joint agreement of the Developer and the City, and

WHERAS, Westwood Village, 4th Plat consists of 35 lots for which \$2,000 per lot has been paid by Developer and deposited into a City escrow account, and

WHEREAS, it is hereby determined the turn lanes situated on Nation Road and proposed for the Cottonwood development will also be beneficial to the Westwood development.

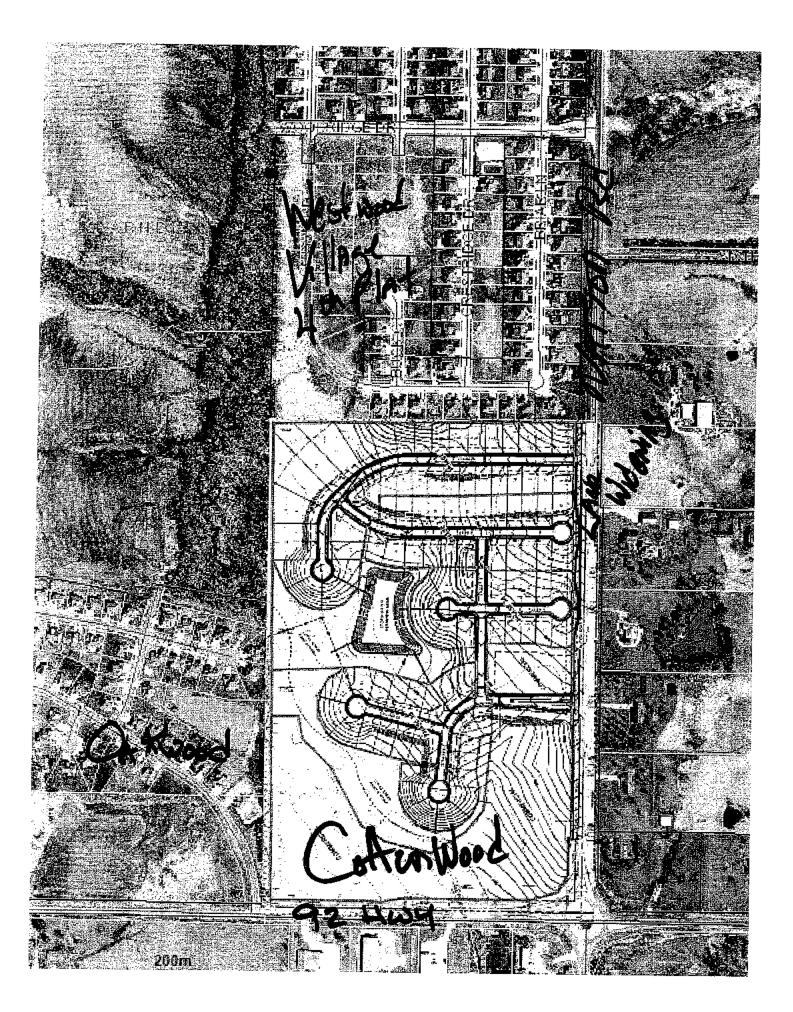
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AS FOLLOWS:

Section 1. The City does agree with Developer the use of Westwood Village escrow funds (totaling \$70,000) for the purpose of constructing turn lanes on Nation Road at the Cottonwood development is an improvement consistent with the intent and purpose of the Westwood Village 4th Plat development agreement (Ordinance 1324-2017).

Section 2. Upon satisfactory completion of said improvements, release of said funds shall be authorized.

Section 3. This resolution shall be effective immediately upon passage.

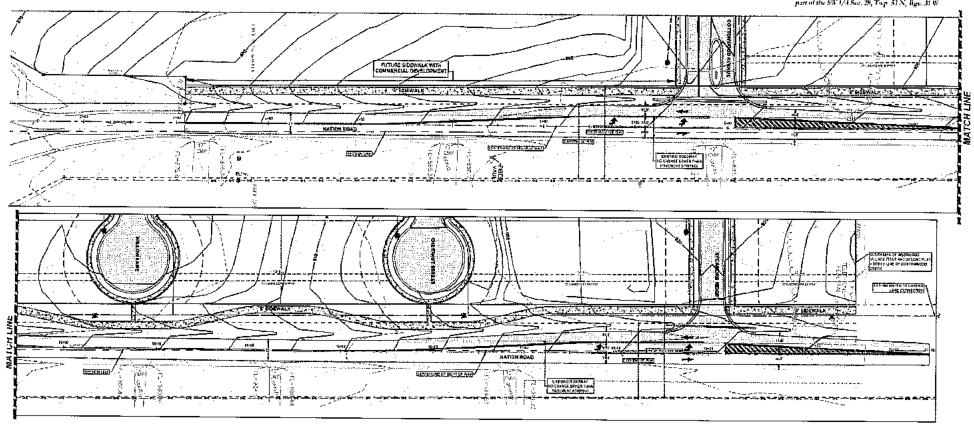
	THE BOARD OF ALDERMEN OF THE CITY OF PPROVED BY THE MAYOR THIS DAY OF
	APPROVED:
	Bill Dane, Mayor
ATTEST:	
Jim Eldridge, City Clerk Resolution 2017. doc	Y:\wp\Deer Valley Westwood Village Cottonwood Nation Road



Lane Widening

PRELIMINARY PLAT

Cottonwood Creek
A Subdivision in
Kearney, Clay County, Missouri
partitle SW 1/4 Sec. 28, Tap 51 N, figs. 31 W





AN ORDINANCE AMENDING ORDINANCE 1316-2016 RELATIVE TO THE DEVELOPMENT AGREEMENT FOR WESTWOOD VILLAGE 4th PLAT

WHEREAS, Ordinance 1316-2016 approved a development agreement whereby certain funds would be escrowed by the developer, with a 3rd part escrow holder, for future roadway improvements associated with development of Westwood Village 4thPlat, and

WHEREAS, having escrowed funds be held by the city in a restricted account is a more practical means of ensuring funds are available for those future road improvements;

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

- 1. The attached revised development agreement relative to the development of Westwood Village 4th Plat, between the City of Kearney and Deer Valley, L.L.C., is approved;
- 2. The Mayor is hereby authorized to sign the development agreement.
- 3. This ordinance shall be in full force and effect immediately upon the date of passage by the Board of Aldermen and approval by the Mayor.

ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN, CITY OF KEARNEY, MISSOURI, THIS 21st DAY OF FEBRUARY, 2017.

APPROVED:

Bill Dane, Mayor

ATTÆST:

Jim Eldridge, City Clerk

ATTEST A TRUE AND CERTIFIED COPY:

Jim Ekridge, City Administrator/Clerk

WESTWOOD VILLAGE 4TH PLAT

This development agreement is entered into this 2/ day of 2/2017, by and between DEER VALLEY, L.L.C. (Developer) and THE CITY OF KEARNEY, MISSOURI, a Missouri Corporation (City) as follows:

WHEREAS, Developer is a successor Developer to the previous developer, Laffey Brothers Farm, LLC., and

WHEREAS, Developer plans on developing the remaining portion of Westwood Village called Westwood Village 4th Plat, located along the west side of Nation Road and north of Missouri Highway 92, consisting of approximately 12.65 acres; and

WHEREAS, the Developer desires to plat and develop land for residential purposes; and WHEREAS, the City will make certain requirements for off and on site improvements if said land is sought to be developed as a residential subdivision; and

WHEREAS, it is in the best interest of both parties to enter into an agreement as to what improvements will be required of Developer; and

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

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

1. The terms of this agreement apply to the following property and all portions thereof known as Westwood Village 4th Plat, the legal description of which is set forth on Exhibit A, attached hereto.

improvements, in accordance with the existing development agreement for Hills of Westwood / Westwood Village, with improvements to Nation Road prioritized over other improvements.

- City and current developer desire to establish a mechanism whereby monies to make area street improvements are escrowed to reimburse, to the extent possible, current or future developer when off-site streets are made. It is agreed that Developer will place into a restricted City account the sum of \$2,000.00 from each residential lot sold in the subdivision. The accumulated momes shall be released to Developer or its successor by joint agreement of the Developer and the City when (a) all improvement required by this development agreement have been completed or (b) Developer has completed a portion of a required improvement and requests reimbursement and City consents, which consent will not be unreasonable withheld. Developer agrees that the escrow fund is solely for the purpose of reimbursing for construction of the herein required improvements. Any money and/or accrued interested therein remaining after completion of improvements shall promptly be paid to developer. If the improvements are completed prior to all lots being sold, Developer shall be relieved of any remaining requirement to escrow funds. In the event some other successor developer makes such improvements Developer agrees it will on request of such developer and consent of City, direct escrow holder to pay over from the escrow fund to reimburse for such improvement. Notice of this agreement will be placed on any approved final plat with the statement: Sales of all lots are subject to requirement to pay into an escrow fund contained in the recorded Development Agreement.
- 4. Notwithstanding anything herein to the contrary, Developer shall have the right to seek tax abatement for public improvements, if Developer so chooses, by way of Tax Increment

improvements referred to herein, the Developer shall not be bound to pay any required developer costs which are paid by the tax increment financing.

- 5. Notwithstanding anything herein to the contrary, City agrees that it will, in its best and sole judgment apply for any federal, state, county or regional grants to apply toward the costs of any improvement herein contemplated to be made.
- 6. The parties agree that the execution of the Agreement in no way constitutes a waiver of any requirements of applicable City Ordinances with which Developer must comply and does not in any way constitute prior approval of any future proposal for development.
- 7. City will record this Agreement with the Recorder of Deeds for Clay County,
 Missouri, and Developer will reimburse City to pay the cost for said recording. The covenant
 shall run with the land described in Paragraph 1 of this Agreement and shall be binding and inure
 to the benefit of the parties hereto and their successors and assigns and on any future and
 subsequent purchasers.
- 8. All work agreed to be performed by Developer in this Agreement shall be done only after receiving written notice from the City to proceed.
- 9. In the event of default in this Agreement by either party, it is agreed that either party shall be entitled to equitable relief to require performance by the other party as well as for any damages incurred by the breach, including reasonable attorney fees.
- 10. This Agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing subject to the approval of both parties.
 - 11. Any provision of this Agreement which is not enforceable according to law will

permitted by law.

- 12. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement.
- 13. This Agreement shall not be effective until approved by an ordinance duly enacted by the Board of Aldermen of Kearney, Missouri.

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

CITY OF KEARNEY, MISSOURI

ATTEST:

Jim Hidrage, City Clerk

Bill Dane, Mayor

DEERVALLEY, L.L.C

Chaig Porter, Member

(Developer)

) ss.	
COUNTY OF CLAY)	
On this 2 day of March	, 2017, before me, the undersigned Notary Public, and who, being by me duly sworn, did say that he is the
Mayor of Kearney, Missouri, and said instrume	and who, being by me duly sworn, did say that he is the ent was signed and sealed on behalf of said City by authority nowledges said instrument to be the free act and deed of said
City.	CITY OF KEARNEY
	7 R
	Bill Dane, Mayor
IN WITNESS WHEREOF, I have here in Clay County, Missouri, on the day and year	eunto set my hand and affixed my notarial seal at my office last written above.
	Annette Davis
My Commission Expires:	Notary Public
•	
9-21-2019	ANNETTE DAVIS, NOTARY PUBLIC CLAY COUNTY, STATE OF MISSE MY COMMISSION EXPIRES 9/2
COUNTY OF Clay) ss.	COMMISSION #1541872:
personally appeared Craig Porter, to me known, member of Deer Valley, L.L.C., and said instru	2017, before me, the undersigned Notary Public, and who, being by me duly sworn, did say that he is a ment was signed and sealed in behalf of Deer Valley, raig Porter acknowledges said instrument to be the free act
	DEER YALLEY, LLC
	Craig Porter, Member
	unto set my hand and affixed my notarial seal at my office le day and year last written above.
	Bolome LWW and
My Commission Expires:	BARBARA L MAI DON
11-27-2017	Notary Public - Notary Seal State of Missouri Commissioned for Clay County My Commission Expires: November 27, 2017 Commission Number: 13801475
	13801475

All of Westwood Village 4th Plat, a subdivision of land in Kearney, Clay County, Missouri.

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Sun		Mon	Lne	400	Wed		Thu	Fri	Sat
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			6:30pm - Court						
	16	17		18		19	20	21	
	(6:30pm - Board of					6:30pm - Road		9am - Shred It @ Harrah's Parking
	1.00	24		25		26	27	28	
	23			<u></u>	-		Senior Trip @		10am - RX take bade & Police Bldg
							7 p m - Lion's Club		
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KEARNEY POLICE DEPARTMENT

WHERE INDIVIDUALS ARE CITED, CASES ARE PENDING IN EITHER CLAY COUNTY CIRCUIT COURT OR THE KEARNEY MUNICIPAL COURT. ALLEGATIONS ARE PROVIDED AT THE REQUEST OF THE KEARNEY COURIER FROM THE KEARNEY MO POLICE LOGS FOR THE WEEK OF: 03-13-17 to 03-19-17

3/13

Ivy L Tott-female-28-Debuque IA-cited for illegal left turn.

Jason M Green-male-38-Kearney-cited for expired license plates.

James C Price-male-28-Gower-cited for expired license plates.

Investigation of an animal complaint in the 600 block of Woodson.

Check the welfare investigation in the 200 block of Eastwood Lane.

3/14

Investigation of a peace disturbance in the 200 block of East 22nd.

Chase A Lewandowski-male-18-Kearney-cited for expired drivers license.

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

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

Peace disturbance investigation in the 100 block of South Jefferson.

Investigation of a leaving the scene injury accident MO 33 Hwy at 124th.

3/15

Taylor R Brackett-male-26-KCMO-cited for failure to maintain current vehicle insurance and failure to use a turn signal at MO 92 Hwy at Star.

Investigation of a domestic assault in the 300 block of North Jefferson.

Business alarm investigation in the 400 block of West MO 92 Hwy.

Peace disturbance investigation in the 300 block of South Platte Clay Way.

Peace disturbance investigation I-35 at MO 92 Hwy.

3/16

Dakota R Crawford-male-24-Kearney-cited for driving while suspended, improper display of license plates and arrested on outstanding warrants from Liberty and North Kansas City PD.

Trayton Lee Shinneman-male-18-Richmond-cited for driving with out head lights when required.

Investigation of a peace disturbance in the 1300 block of Laurel.

Stealing investigation in the 100 block of South Jefferson.

Business alarm investigation in the 300 block of West MO 92 Hwy.

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

Business alarm investigation in the 400 block of East Washignton.

Check the welfare investigation in the 600 block of Susanne Court.

Assisted Kearney Fire and Rescue on a grass fire in the 1400 block of Laurel.

Investigation of a juvenile complaint in the 700 block of Watson Drive.

Stealing investigation in the 100 block of South Jefferson.

Cassidy R Barker-female-17-Kearney-cited for failure to stop at a posted stop sign.

Shirley S Sanchez-female-29-KCMO-cited for expired license plates and failure to maintain current vehicle insurance.

Raelyn F Dominquez-female-40-KCMO-arrested for possession of drug paraphernalia .

Dylan W Smith-male-20-Kearney-cited for expired license plates and failure to maintain current vehicle insurance.

Sara E.M. Doss-female-26-Holt-cited for expired license plates.

Tyler K Denny-male-23-Excelsior Springs-cited for failure to maintain current vehicle insurance.

David B Collins-male-56-Kearney-cited for failure to maintain current vehicle insurance and defective equipment.

Citizen assistance in the 200 block of Southbrook Parkway.

Peace disturbance investigation in the 500 block of East 10th.

Assisted Kearney Fire and Rescue on a EMS call in the 300 block of West Washington.

Chase A Landowski-male-17-Kearney-cited for failure to wear a seat belt.

3/18

Investigation of a juvenile complaint in the 1600 block of Mirabella.

Assault investigation in the 300 block of North Jefferson.

Assisted Kearney Fire and Rescue on a EMS call in the 100 block of West 8th.

Citizen assistance in the 500 block East 15th Street.

Investigation of a 911 hang up in the 1300 block of Ada Street.

Investigation of an animal complaint in the 400 block of East 22nd Street.

3/19

Dora M Morgan-female-51-Parkville-cited for speeding.

Rodney A Harang-male-49-Mapletown MN-cited for illegal left turn.

Devin D Bates-male-22-Atlantic IA-cited for illegal left turn.

Burglary investigation in the 900 block of West 7th.

Investigation of a leaving the scene accident in the 500 block of West MO 92 Hwy.

Garrett C Pazdera-male-17-Holt-cited for failure to maintain current vehicle insurance.

Investigation of an animal complaint in the 700 block of Watson Drive.

Trayton Shinneman-male-17-Kearney-cited for failure to maintain current vehicle insurance.

Citizen assistance in the 200 block of East Washington.

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

Kearney Water Department Water Plant Report

	•	rator i lant i	(Choir			
Report Period	02-18-2017 to 03-1	7-2017		Date Prepared	i	3/17/2017
				Prepared by :		Jay Bettis
Meter Days						
28				Chemicals U	bea	Chemical
					PPM Rate	Cost / Thou
Raw Meter Gallons			Lime Total	28050		
Total 13,586,000			Ave / Day	1001.785714	247.5569964	
Ave /Day 485214.286	3					
			Alum Total	2950		
Dist. Water Gallons			Ave / Day	2600	26.03540603	
Total 15,019,000						
Adjusted 14268050			CL2 Total	1219.09		
Ave /Day 509573.214	ļ		Ave / Day	43.53892857	10.75915361	
K.C. Water Total Gals	3,315,000					
Ave/Day 118,393	•		CO2 Total	0		
Total Gallons Billed		16,160,000	Ave / Day	0	0	
Ave / Day		577,143				
% Loss	0	.07060644	FL Total	23		
Total Backwashes		28	Ave / Day	0.821428571	0.202987911	
Total Work Orders		858				
Water Leaks		2	Non Billed Gal	lons		
Meters Replaced		0	Fountains			
New Meter Sets		11	Police Station			
Sewer Inspections		14	City Hall			
Sewer Work Orders		196	North Park			
			Street Barn			
Plant Hours			Sewer Plant			
Total	270.91		Chamber Buildi	ng		
Ave / Day	9.67535714		Total		310,200	
			Well Gallons P	umped	Total Hours	
			Weil#1	4,528,666	270.91	
			Well#2	4,528,666	270.91	
Locate One - Call Tick	ets	234	Well#3	4,528,668	270.91	
Locate Tickets per Day	y	11		13586000		
	Compared to la	st Year				
Current			Last Year			
K.C. Water	3,315,000	12.69%+	2,894,000			
Meter Days	28		29			
Raw Gallons	13,586,000		14,284,000			
Dist. Gallons	14,268,050		14,831,400			
Gallons billed	16,160,000		16,501,300			
Work Orders	858		755			
Billing Period for Water	r Plant may be	different than C				
% Increase or Decrease	-		3168			
A number less than 100						
A	.00	!!-	E:11 = 3			

A number greater than 100 equals an increase in gallons billed.

0.14%

Increase

Work Orders