

CITY OF KEARNEY USE TAX STEERING COMMITTEE MEETING

Kearney City Hall-100 East Washington Street

6:30 p.m., Tuesday, May 2, 2023

<https://www.youtube.com/channel/UCYdRhAShDOj2qL9GQMrswVA?>

**Members of the public may attend the meeting in person at Kearney City Hall
or observe and attend the meeting at the URL location above.**

Kearney Use Tax Steering Committee Objective: The City of Kearney Use Tax Steering Committee was created to review the collection and expenditure of revenue from the Use Tax.

The Use Tax Steering Committee shall meet at least annually to review collection and expenditure of revenue from the Use Tax and advise the Board and public as to whether or not authorized expenditures funded therefrom are in the spirit of what the City promised citizens, and shall make a written, public status report annually.

Proposed Meeting Agenda:

1. Call Meeting to Order

2. Reports

A. FY2023 Use Tax Revenue & Expenditure Report

B. Operating Costs (ongoing) - Uses of Funds

- i. Personnel Costs Funded by the Use Tax** - 2 Police Officers & Animal Control Officer
- ii. Pickleball Lease Purchase Debt Service** – through FY2038
- iii. Administrative Costs** - receipts, accounts payable, legal, administrative, project management, accounting, audit, etc.

C. Capital Costs (one time) – Uses of Funds

- i. Pickleball/ Skate Park Complex Project**
Anticipated Total Engineering & Construction Project Costs - \$2,200,000
Costs Financed - \$1,900,000
- ii. Hall Park Project**
Anticipated Total Project Costs - \$1,004,600
Grant Funds Requested - \$500,000 – 50/50 match
- iii. Route 33 Trail Project**
Anticipated Total Engineering & Design Project Costs - \$267,700
Anticipated Total Construction Costs - \$850,000
Grant Funds Awarded for Construction Costs - \$680,000 - 80/20 match

D. FY2024 Use Tax Fund Budget

3. Set Next Meeting Date & Time

4. Committee Member Comments

5. Adjourn Meeting

RESOLUTION NO. 02 -2023

A RESOLUTION CREATING AN EIGHT MEMBER ADVISORY USE TAX STEERING COMMITTEE, DEFINING THE PURPOSE AND DUTIES OF THE COMMITTEE, AND PROVIDING FOR ITS ORGANIZATION AND PLAN OF OPERATION.

WHEREAS, Section 100.240 of the City's Code of Ordinances provides that, upon the Mayor's suggestion, the Board of Aldermen may establish an advisory committee;

WHEREAS, at the Mayor's suggestion, the Board of Aldermen has determined it to be in the best interest of the City of Kearney ("City") to establish a citizen body advisory committee to review the collection and expenditure of revenue from the Use Tax;

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

Section 1. That there is hereby created a Use Tax Steering Committee to be comprised of eight individuals who are interested in building community trust and confidence that Use Tax funds are being spent by the City as promised.

Section 2. That the Use Tax Steering Committee members will be appointed by the Mayor with the approval of the Board of Aldermen.

Section 3. That the terms of appointment of all Use Tax Steering Committee members shall be for three years, persons first appointed to the Committee shall serve staggered terms as follows:

Adam Lyngar	3 years
Mary Kate Demers	3 years
Shawna Searcy	3 years
Jacob Klingensmith	2 years
Marie Steiner	2 years
Leslie Harris	2 years
Adam Mustoe	1 year
Larry Pratt	1 year

Section 4. That the Use Tax Steering Committee shall meet at least annually to review collection and expenditure of revenue from the Use Tax and advise the Board and public as to whether or not the authorized expenditures funded therefrom are in the spirit of what the City promised citizens, and shall make a written, public status report annually.

Section 5. The City Administrator, or his/ her designee, shall serve as a liaison between the Board of Aldermen and the Use Tax Steering Committee.

Section 6. That the Use Tax Steering Committee is a public body and that is required to adhere to the requirements of Chapter 610 of the Missouri Revised Statutes, more commonly known as the “Sunshine Law”.

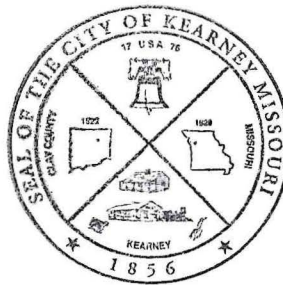
Section 7. This resolution shall become effective February 6, 2023.

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

ATTEST:

Sheila Ernzen
Sheila Ernzen, City Clerk

Randy Pogue
Randy Pogue, Mayor



City of Kearney, Missouri
Use Tax Fund

Statement of Revenues and Expenditures - Cash Basis
For the Twelve Months ended March 31, 2023

	Twelve months ended 3/31/23	FY 2023 Budget	Amount (Under) Over Budget
REVENUES			
Use Tax	\$ 736,731.53	\$ 600,000.00	\$ 136,731.53
Bond Proceeds	1,990,000.00	2,350,000.00	\$ (360,000.00)
Miscellaneous	19.00	-	\$ 19.00
Total Use Tax Fund Revenues	<u>2,726,750.53</u>	<u>2,950,000.00</u>	<u>(223,249.47)</u>
EXPENDITURES			
New Sidewalk Construction	121,957.90	150,000.00	\$ (28,042.10)
Pickleball Complex	1,422,610.85	1,850,000.00	\$ (427,389.15)
Hall Park	-	500,000.00	\$ (500,000.00)
Additional Police Officers	4,447.40	150,000.00	\$ 1,010.00
Additional Animal Control Officer	2,485.07	100,000.00	\$ (97,514.93)
Pickleball Complex - Debt Service	44,169.00	200,000.00	\$ (155,831.00)
Total Use Tax Fund Expenditures	<u>1,595,670.22</u>	<u>2,950,000.00</u>	<u>(1,207,767.18)</u>
Revenues Over (Under)			
Expenditures	<u>\$ 1,131,080.31</u>	<u>\$ -</u>	

BOND DEBT SERVICE

City of Kearney, Missouri
 Lease Purchase Agreement, Series 2022
 Pickle Ball Court Complex
 -Preliminary, Placement-
 Clay County Savings Bank Bid

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2023	55,000	4.000%	44,443.33	99,443.33	99,443.33
11/01/2023			38,700.00	38,700.00	
05/01/2024	105,000	4.000%	38,700.00	143,700.00	182,400.00
11/01/2024			36,600.00	36,600.00	
05/01/2025	110,000	4.000%	36,600.00	146,600.00	183,200.00
11/01/2025			34,400.00	34,400.00	
05/01/2026	115,000	4.000%	34,400.00	149,400.00	183,800.00
11/01/2026			32,100.00	32,100.00	
05/01/2027	120,000	4.000%	32,100.00	152,100.00	184,200.00
11/01/2027			29,700.00	29,700.00	
05/01/2028	125,000	4.000%	29,700.00	154,700.00	184,400.00
11/01/2028			27,200.00	27,200.00	
05/01/2029	130,000	4.000%	27,200.00	157,200.00	184,400.00
11/01/2029			24,600.00	24,600.00	
05/01/2030	135,000	4.000%	24,600.00	159,600.00	184,200.00
11/01/2030			21,900.00	21,900.00	
05/01/2031	140,000	4.000%	21,900.00	161,900.00	183,800.00
11/01/2031			19,100.00	19,100.00	
05/01/2032	145,000	4.000%	19,100.00	164,100.00	183,200.00
11/01/2032			16,200.00	16,200.00	
05/01/2033	150,000	4.000%	16,200.00	166,200.00	182,400.00
11/01/2033			13,200.00	13,200.00	
05/01/2034	155,000	4.000%	13,200.00	168,200.00	181,400.00
11/01/2034			10,100.00	10,100.00	
05/01/2035	160,000	4.000%	10,100.00	170,100.00	180,200.00
11/01/2035			6,900.00	6,900.00	
05/01/2036	170,000	4.000%	6,900.00	176,900.00	183,800.00
11/01/2036			3,500.00	3,500.00	
05/01/2037	175,000	4.000%	3,500.00	178,500.00	182,000.00
	1,990,000		672,843.33	2,662,843.33	2,662,843.33

RESOLUTION NO. 42-2022**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CONTRACT WITH McCONNELL & ASSOCIATES FOR THE PICKLEBALL COURT IMPROVEMENTS PROJECT**

WHEREAS, the pickleball courts improvement project was identified as a priority project to be funded by the Use Tax; and

WHEREAS, the Board of Aldermen has determined said contract can be approved through the TIPS Cooperative Purchasing, Contract Number 20020501, as authorized by the City's purchasing policy

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

Section 1. The City Administrator is authorized to sign a contract with McConnell & Associates for construction of the pickleball courts improvement project for \$2,017,417.00

Section 2. Pursuant to RSMo 292.675, the contractor and all sub-contractors contracted to perform any construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, as described in the services contract;

Section 3. Wage rates for the project, excluding slurry seal, which is considered a maintenance item, shall be not less than the prevailing wage rates per Clay County Wage Order No. 29, attached and made part of this resolution as if fully written herein, as determined by the Division of Labor Standards of the State of Missouri, pursuant to RSMo 290.250. The contractor will forfeit a penalty to the contracting public body \$100 per day, or portion thereof, for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or any subcontractor, pursuant to RSMo 290.250;

Section 4. This resolution shall be effective immediately upon passage.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 29 DAY OF AUGUST, 2022.

APPROVED:

Randy Pogue
Randy Pogue, Mayor

ATTEST:

Jim Eldridge, City Clerk

res __-2022 - Contract for pickleball court improvements - McConnell and Assoc.docx





PROPOSAL

Bid ID

Number:50604

Date:8/9/22

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To:

City of Kearney
100 E Washington Street
Kearney, MO 64060

PHONE: (816) 628-4142 FAX:

CONTACT: Jim Eldridge

Job Proposed:

Kearney - Pickleball Install 2022
715 E. 19th Street
Kearney, MO 64060

Description

Quantity Units

Net Price

TIPS Cooperative Purchasing Contract Number:
20020501

Site Prep/ Demo

Before Construction Begins

- Install 1,200ft of temp fence around Pickleball jobsite
- Install erosion control according to plans

Begin Site Work

- Remove existing fence, lightposts and parking stops
- Remove asphalt and tree to plan
- Balance site grade and install culverts as designed
- Install retaining wall for court expansion

\$177,490.00

Baseball Field Drainage to Match Plans

\$81,660.00

Parking Lot Work

- Stake all elevations and corners of parking lot
- Subgrade stabilization of parking lot 8" at 5%
- Install Concrete curbs and walks to plan (less sidewalks with new pickleball court layout)
- Pave 6" Drive lanes and 3" Parking Stalls
- Install Concrete approach
- Layout and paint parking lot to plans
- Install (2) handicap signs at stalls

\$291,509.00

(12) Pickleball Courts

- PT Court Not to plan drawing (MAC will provide an engineer stamped drawing)
- REVISION #3

New Pickleball Equipment:

- Supply and Install Douglas Premier Pickleball Net Posts (Black)
 - Set steel sleeves in 24"x48" Concrete footing
- Supply and Install Douglas PN-30 Pickleball Net



PROPOSAL

Bid ID

Number:50604

Date:8/9/22

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To: City of Kearney 100 E Washington Street Kearney, MO 64060 PHONE: (816) 628-4142 FAX: CONTACT: Jim Eldridge	Job Proposed: Kearney - Pickleball Install 2022 715 E. 19th Street Kearney, MO 64060
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Description	Quantity	Units	Net Price
POST-TENSIONED COURT BUILD: <ul style="list-style-type: none">- Laser grade 7" of base rock on top of subgrade and compact- Install 12" reinforced perimeter beam- Install net posts and center anchor footings- Set perimeter forms- Install (2) layers of vapor barrier on top of base rock, taping all seams- Layout and install 1/2 Tensioning Cables and Anchors in each direction with encapsulated hardware.- Install and finish a 5" thick post tension slab and perimeter beam using a minimum of 4,000psi concrete- Finished concrete shall be sloped per USTA and ASBA standards.- Once slab has reached designed strength, cables will be tensioned to obtain a minimum residual compressive stress of 125 psi.- Cables will be cut and finished- Cure concrete per ACI Standards			

THERE IS A MINIMUM 28 DAY CURE TIME FROM CONCRETE PLACEMENT TO THE APPLICATION OF COURT SURFACING.

Color Coating:
Acid etch and power wash concrete slab
Apply (1) Coat of concrete primer
Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat.
Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat.
Layout and Paint Playing lines per industry standards.

Court Colors:
- Before returning signed proposal, please fill in the colors you are requesting.

Border Color: _____

Court Color: _____

Court Fencing
- Exterior 10ft black chainlink fence(toprail and bottom tie wire)
- Interior Divider fencing 4ft black chainlink fence (12 gates)
- 168ft of Windscreens on south fence

Pickleball Courts Only Cost

\$646,547.00



PROPOSAL

Bid ID Number:50604

Date 8/9/22

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

Bid Submitted To: City of Kearney 100 E Washington Street Kearney, MO 64060 PHONE: (816) 628-4142 FAX: CONTACT: Jim Eldridge	Job Proposed: Kearney - Pickleball Install 2022 715 E. 19th Street Kearney, MO 64060
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Description	Quantity	Units	Net Price
<u>Site Electrical and Lighting</u> - COURT LIGHTS MUSCO 6 POLE (\$20,000 cost savings) - All other electrical to Plan - Install all poles, bases, wire and fixtures - Includes Parking Lot, Skatepark and Pickleball Courts			<u>\$323,937.00</u>
<u>CXT CORTEZ BATHROOM</u> - Provide and Install 2 stall CXT bathroom - Install Concrete, plumbing and building - Bathroom's are 6 months out from date of order - NEW install water line and drinking fountain - Excludes boring, tap fees and water meter			<u>\$193,553.00</u>
<u>Site Seeding and Straw Mat</u> - NO SOD			<u>\$5,850.00</u>
<u>Landscaping</u> -Landscaping installed per plan revision #3 -No watering included			<u>\$33,143.00</u>
<u>POST-TENSIONED SKATEPARK BUILD:TO PLAN SET REVISION #3</u> - Demo 12" (asphalt and dirt) of old skatepark - Remove existing skatepark features and store onsite - Laser grade 7" of base rock on top of subgrade and compact - Install 12" reinforced perimeter beam - Set perimeter forms - Install (2) layers of vapor barrier on top of base rock, taping all seams - Layout and install 1/2 Tensioning Cables and Anchors in each direction with encapsulated hardware. - Install and finish a 5" thick post tension slab and perimeter beam using a minimum of 4,000psi concrete - Finished concrete shall be sloped per USTA and ASBA standards. - Once slab has reached designed strength, cables will be tensioned to obtain a minimum residual compressive stress of 125 psi. - Cables will be cut and finished - Cure concrete per ACI Standards			<u>\$188,728.00</u>
<u>Install 10ft black fence</u> <u>Re-install skatepark feature</u>			
<u>Force Account</u> For unforeseen cost involved in construction			<u>\$75,000.00</u>



PROPOSAL

Bid ID

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Date:8/9/22

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CONTACT: Jim Eldridge

Job Proposed:

Kearney - Pickleball Install 2022
715 E. 19th Street
Kearney, MO 64060

EXCLUSIONS:

- *Permits and Testing.
- *Tennis court accessories unless listed above.
- *Irrigation
- *Rock Excavation
- *Any items not listed above.

Based on tax exempt prices.

A Project Exemption Certificate must be furnished before the start of work.

Total Job Cost: \$2,017,417.00

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PAYMENT and COLLECTION: Payment is due upon receipt of Company's invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date
Accepted: _____

Mike Mehaffey

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

**LAMP
RYNEARSON**

LAMP RYNEARSON & ASSOCIATES
OMAHA, NEBRASKA
415 INNOVATION DR., STE. 100
FORT COLLINS, COLORADO 80504
KANSAS CITY, MISSOURI
816.441.1234



DAVID L. RYNEARSON
ENGINEER

PICKLEBALL COURT AND BALL FIELD DRAINAGE IMPROVEMENTS
CITY OF KEARNEY, MISSOURI

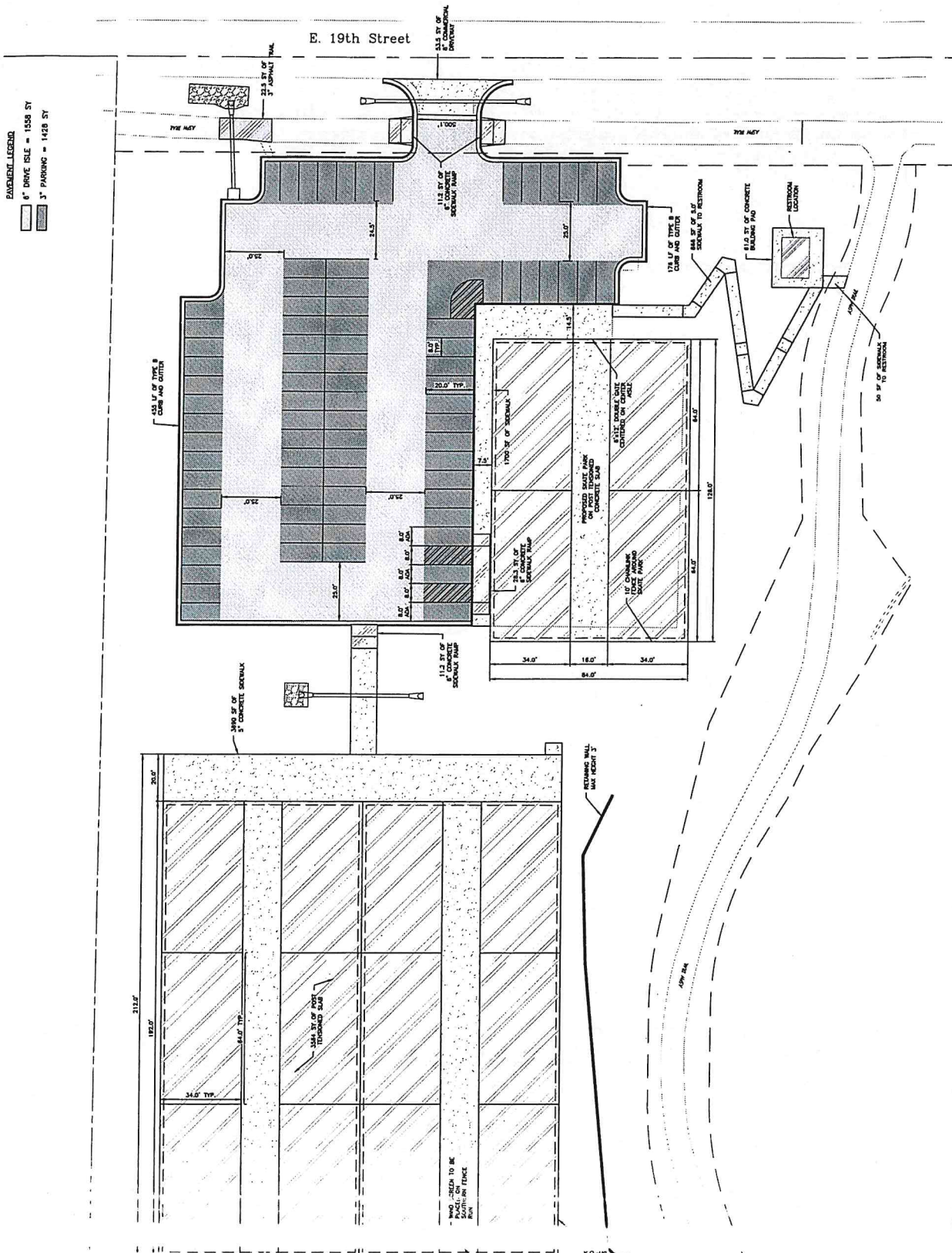
SITE AND DIMENSION PLAN SHEET



Know what's below.
Call before you dig.
800.485.4854

PROJECT / DRAWING
DATE
DESIGNED BY
CHECKED BY
INCHES / FEET
SHEET

05



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Kearney, MO** ("Owner") and **McConnell and Associates** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Pickleball Court and Ball Field Drainage Improvements**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pickleball Court and Ball Field Drainage Improvements**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Lamp Rynearson** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **May 19, 2023**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 9, 2023**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$925** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$925** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment **on a monthly basis** during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90 percent of the value of the Work completed or as required by applicable State law (with the balance being retainage).**

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. If required by applicable State law or funding agency requirements, all amounts not paid when due will bear interest at the rate of **one** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Maintenance bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) dated **August 18, 2022**, consisting of **20** sheets with each sheet bearing the following general title: **Pickleball Court and Ball Field Drainage Improvements**
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Documentation submitted by Contractor prior to Notice of Award.
 - b. Contractor's Bid (pages 1 to ____, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective **on the date signed by the Owner** (which is the Effective Date of the Contract).

Owner:

City of Kearney, MO

(typed or printed name of organization)

By:

(individual's signature)

Date: 8-30-2022

(date signed)

Name: Jim Eldridge

(typed or printed)

Title: City Administrator

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

100 E Washington St.

Kearney, MO 64060

Designated Representative:

Name: Eric Marshall

(typed or printed)

Title: Park Director

(typed or printed)

Address:

100 East Washington St

P.O. Box 797

Kearney, MO 64060

Phone: 816 903-4724

Email: emarshall@kearney.mo.us

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

McConnell + Associates

(typed or printed name of organization)

By:

(individual's signature)

Date: 8.29.22

(date signed)

Name: Mike McChaffey

(typed or printed)

Title: Project Manager

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title: Justin Finnigan

(typed or printed)

Address for giving notices:

1225 1101 St.

North Kansas City, MO 64116

Designated Representative:

Name: Mike McChaffey

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

Same as above

Phone: 816-288-3165

Email: m.mcchaffey@mcconnellassociates.org

License No.: 1130

(where applicable)

State: MO

RESOLUTION NO. 50-2022

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH PSI INC FOR PICKLEBALL COURT PROJECT MATERIALS TESTING SERVICES

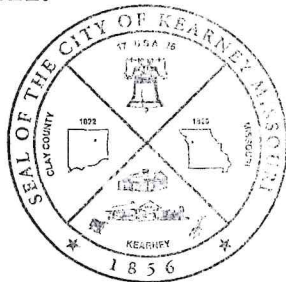
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AS FOLLOWS:

Section 1. The City Administrator is authorized to sign the attached Agreement for Construction Materials Testing Services with Professional Service Industries (PSI Inc), for pickleball court project materials testing;

Section 2. Said authorization is for an amount not to exceed \$18,342.00 per the attached rate schedules, unless approved by the board;

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 17th DAY OF OCTOBER, 2022.



ATTEST:

Sheila Ernzen
Sheila Ernzen, Interim City Clerk

APPROVED:

Randy Pogue
Randy Pogue, Mayor

Agreement for Construction Material Testing Services

City of Kearney, Missouri Pickleball Park

This Agreement is made and entered into this 17 day of October, 2022, by and between the City of Kearney, Missouri, hereinafter ("City"), and Professional Service Industries, Inc. ("Service Provider").

I. Scope of Services and Cost Therefore

The Service Provider shall perform construction material testing services (the "Services") to the City's full satisfaction and in accordance with the Proposal attached hereto and incorporated by reference:

EXHIBIT A: Proposal

The Service Provider shall be paid for this work an amount not to exceed:

\$18,342.00

II. Term

The term of this Agreement is for one year commencing on the date set forth above.

III. Changes to Scope of Services

This Agreement may be amended to provide for additions, deletions, and revisions in the Scope of Services outlined in the Proposal. Prior to commencing any additional services, Service Provider must submit a proposal outlining the additional services to be provided. Service Provider shall be compensated based upon the submitted unit prices for the additional services which shall be approved through a written Supplemental Agreement.

IV. Completion of Project

To meet the City's specific needs, certain defined deliverables, activities, and dependencies have been included in the Proposal. Execution of this Agreement constitutes agreement of the parties on the deliverables and activities in the Proposal. Once these pre-agreed deliverables and metrics have been satisfied, City and Service Provider agree that the project is complete. Provisions of Insurance and Indemnification will survive completion of the project and termination of the Agreement.

V. Payment Terms

City will make payment to Service Provider on a unit price basis as shown in the Proposal. It is understood and agreed that estimated quantities of items for unit price work are not guaranteed and payment will be based on actual quantities used for the period. City will make payment to Service Provider within thirty (30) days after receipt of each undisputed invoice.

VI. Termination

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement, in whole or in part, with or without cause, subject to written notice to Service Provider. If the City terminates the Agreement prior to completion of Services, City shall compensate Service Provider for all Services satisfactorily

completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

VII. Dispute Resolution

City and Service Provider agree that disputes relative to the Services performed should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Service Provider shall proceed with the Services as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

VIII. Independent Contractor

Service Provider is an independent contractor and as such neither Service Provider nor its personnel are agents or employees of the City.

IX. Subcontractors

Service Provider shall not subcontract out any work under this Agreement without written approval of the City. If Service Provider subcontracts services under this Agreement, they shall not be relieved of their liability hereunder thereby. Services performed by any subcontractor hired by Service Provider will not result in any additional cost to City. Service Provider must notify the City of any proposed subcontractors and the City shall have the right of approval thereof. Service Provider agrees to the insurance requirements concerning the use of subcontractors as specified herein

X. Indemnification

Service Provider agrees to indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for bodily injury, physical property damage and/or death arising out of Service Provider or any of its agents, servants, employees' or subcontractors performance or failure to perform under this Agreement. Neither acceptance of the completed Services, payment, nor termination of this Agreement shall release Service Provider of its obligation under this paragraph.

XI. Insurance Requirements

- A. General: Service Provider shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Service Provider shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the Service Provider at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- B. Notice of Claim Reduction of Policy Limits: Service Provider, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

Service Provider shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Service Provider's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum

amounts required herein. Service Provider shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

- C. Commercial General Liability: The Commercial General Liability insurance coverage that is to be provided by Service Provider shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by Service Provider under SECTION IX of this CONTRACT.

Limits –

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

NAME CITY OF KEARNEY, MO AS “ADDITIONAL INSURED”

- D. Automobile Liability: Policy shall protect the Service Provider against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF KEARNEY, MO AS “ADDITIONAL INSURED”

- E. Workers' Compensation: This insurance shall protect the Service Provider against all claims under applicable state workers' compensation laws. Service Provider shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

- F. Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

1. Is authorized to do business in the State of Missouri;
2. Carries a Best's policy holder rating of A- or better; and
3. Carries at least a Class VIII financial rating, or
4. Is a company mutually agreed upon by the City and Service Provider.

- G. Professional Liability: Service Provider shall maintain throughout the duration of this Agreement Professional Liability Insurance in an amount of not less than One Million Dollars (\$ 1,000,000.00) and shall provide the City with certification thereof. Professional Liability is acceptable on a claims made basis.

- H. Subcontractors' Insurance: If part of the Agreement is to be sublet, Service

Provider shall either:

1. Cover all subcontractors in its insurance policies, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Service Provider shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

XII. Prohibition Against Contingent Fees

Service Provider warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Service Provider, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement. For the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

XIII. Miscellaneous Provisions

- A. Parties hereto agree that neither shall assign or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.
- B. Any modification of this Agreement or additional obligation assumed by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- C. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Service Provider and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to Services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.
- D. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Missouri. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.
- E. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XIV. Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

City of Kearney, Missouri


Interim City Administrator/City Clerk

Professional Service Industries, Inc.


William Odell, Project Manager

RESOLUTION NO. 65 -2022

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN CHANGE ORDERS WITH MCCONNELL AND ASSOCIATES RELATED TO THE PICKLEBALL COMPLEX IN THE AMOUNT OF \$19,999.43

WHEREAS, additional conduit and attachments are needed for proper installation of the security cameras at the new Pickleball Complex; and underground perforated drainage adjacent to rock wall on east side of pickleball courts needed to flow water away from installed courts; and

WHEREAS, an underground perforated drainage adjacent to rock wall on east side of pickleball courts is needed to flow water away from the installed courts; and

WHEREAS, credit is being given for the electrical service bore under 19th street that was planned and not needed.

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

Section 1. The City Administrator is authorized to sign change orders from McConnell and Associates to complete Change Orders 1 and 2 for the Pickleball Complex in the amount of **\$19,999.43**

Section 2. Change Order 1 & 2 are attached.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, AND APPROVED BY THE MAYOR THIS 5TH DAY OF DECEMBER 2022.

APPROVED:



RANDY POGUE, Mayor

ATTEST:


Sheila Ernzen, City Clerk

McConnell & Associates Corp.

1225 Iron Street
 North Kansas City, MO 64116
 816-842-6066

Change Request No. 1

Date 11.29.22

TO City of Kearney
 ADDRESS 100 E Washington St.
Kearney, MO 64060

CONTACT Eric Marshal
 PHONE NO 816-628-4142
 FAX NO

PROJECT Kearney Pickleball Project

Description of Request:

1. Eliminate the new service bore under E 19th street and use the existing service
2. Install empty conduit to allow security cameras to be added.

ITEM	MATERIAL DESCRIPTION	Quantity	PRICE		TOTAL
1		0	\$0.00		\$0.00
2		0	\$0.00		\$0.00
3		0	\$0.00		\$0.00
4		0	\$0.00		\$0.00
5		0	\$0.00		\$0.00
6		0	\$0.00		\$0.00
7		0			\$0.00
8	Sub Total				\$0.00
ITEM	LABOR DESCRIPTION	HOURS	RATE		TOTAL
1		0	\$0.00		\$0.00
2		0	\$0.00		\$0.00
3		0	\$0.00		\$0.00
4		0	\$0.00		\$0.00
5		0	\$0.00		\$0.00
6		0	\$0.00		\$0.00
7	Sub Total				\$0.00
ITEM	SUBCONTRACTOR				TOTAL
1	Capital Electric - Credit for Service Bore				-\$7,510.00
2	Capital Electric - Add Security Cameras to Musco Poles				\$13,135.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7	Sub Total				\$5,625.00
				SUBTOTAL	\$5,625.00
				OH&P 10.00%	\$562.50
				BOND 1.00%	\$56.25
				SALES TAX	\$0.00
				GRAND TOTAL	\$6,243.75

McConnell & Associates Corp

 12.9.22

Mike Mehaffey

Owner Approval





CHANGE NOTICE

CCN #	1
Date:	11/21/2022
Project Name:	Kearney MO - Pickleball Court
Project Number:	Kearney MO - Pickleball Court
Page Number:	1

Client Address:

McConnell & Associates

Work Description

We reserve the right to correct this quote for errors and omissions.

Dear,
McConnell & Associates

We are please to offer our Change Proposal **CCN # 1 Credit Service Bore Under Street**. We will supply and install all materials, labor, and equipment as per your instructions.

Change Proposal: **\$-7,510.00.**

SCOPE:

Inclusions:

Credit Service Bore on 19th Street

Exclusions:

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 3 days.

Thank You,

Wade

Wade Adams
Capital Electric
wade.adams@capitalelectric.com
816-286-5525

ORIGINAL



CHANGE NOTICE

CCN #	2
Date:	11/23/2022
Project Name:	Kearney MO - Pickleball Court
Project Number:	Kearney MO - Pickleball Court
Page Number:	1

Client Address:

McConnell & Associates

Work Description

We reserve the right to correct this quote for errors and omissions.

Dear,
McConnell & Associates

We are please to offer our Change Proposal **CCN # 2 Added Cameras to Musco Poles**. We will supply and install all materials, labor, and equipment as per your instructions.

Change Proposal: **\$13,135.00.**

SCOPE:

Inclusions:

Empty Pipes with Pullstring to Musco Poles for Security Cameras

Exclusions:

Cameras, Wire, Mounting Hardware or Install for Security Camera Scope

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 3 days.

Thank You,

Wade

Wade Adams
Capital Electric
wade.adams@capitalelectric.com
816-286-5525

ORIGINAL

CHANGE NOTICE

Client Address:
McConnell & Associates

CCN # 1
Date: 11/21/2022
Project Name: Kearney MO - Pickleball Court
Project Number: Kearney MO - Pickleball Court
Page Number: 2

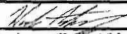
Itemized Breakdown

Description	Qty
4" CONDUIT - PVC40	-115
Bore Under Road	-35
Totals	-150


Summary

Total Material	-6,168.23
LABOR	
Direct Labor	-629.61
General Expenses	-31.04
Subtotal	-6,828.88
Overhead (@ 10.000 %)	-682.89
Subtotal	-7,511.77
Final Adjustment	1.77
Final Amount	\$-7,510.00

CONTRACTOR CERTIFICATION

Name: Wade Adams
Date: 12/19/2022
Signature: 
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: 1
Final Amount: \$-7,510.00
Name: City of Kearney, MO - Sheila Frnzen
Date: 12/14/22
Signature: 
Change Order #: 1

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

CHANGE NOTICE

Client Address:
McConnell & Associates

CCN # 2
Date: 11/23/2022
Project Name: Kearney MO - Pickleball Court
Project Number: Kearney MO - Pickleball Court
Page Number: 2

Itemized Breakdown

Description	Qty
1 1/4" LOCKNUT - STEEL	8
1 1/4" CONDUIT - PVC40	1,130
1 1/4" ELBOW 90 DEG - PVC40	8
1 1/4" COUPLING - PVC	16
1 1/4" ADAPTER MALE - PVC	8
1/2" JET LINE PULL KIT	4
STANDARD TEL PULLBOX	1
Totals	1,175

Summary

Total Material	4,624.10
LABOR	
Direct Labor	6,655.30
General Expenses	311.37
Equipment	349.61
Subtotal	11,940.38
Overhead (@ 10.000 %)	1,194.04
Subtotal	13,134.42
Final Adjustment	0.58
Final Amount	\$13,135.00

CONTRACTOR CERTIFICATION

Name: Wade Adams
Date: 12/19/2022
Signature: *[Signature]*
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: 2
Final Amount: \$13,135.00
Name: City of Kearney, MO - Sheila Enzen
Date: 12/16/22
Signature: *[Signature]*
Change Order #: 1
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

McConnell & Associates Corp.

1225 Iron Street
 North Kansas City, MO 64116
 816-842-6066

Change Request No. 2

Date 11.29.22

TO City of Kearney
 ADDRESS 100 E Washington St.
Kearney, MO 64060

CONTACT Eric Marshal
 PHONE NO 816-628-4142
 FAX NO


PROJECT Kearney Pickleball Project

Description of Request:

Add 6" Perforated HDPE under drain adjacent to the East Edge of the Pickleball Courts. Top drained ditch with decorative river rock, 24" wide. Drain pipe to be daylighted on the north and south ends of the court.

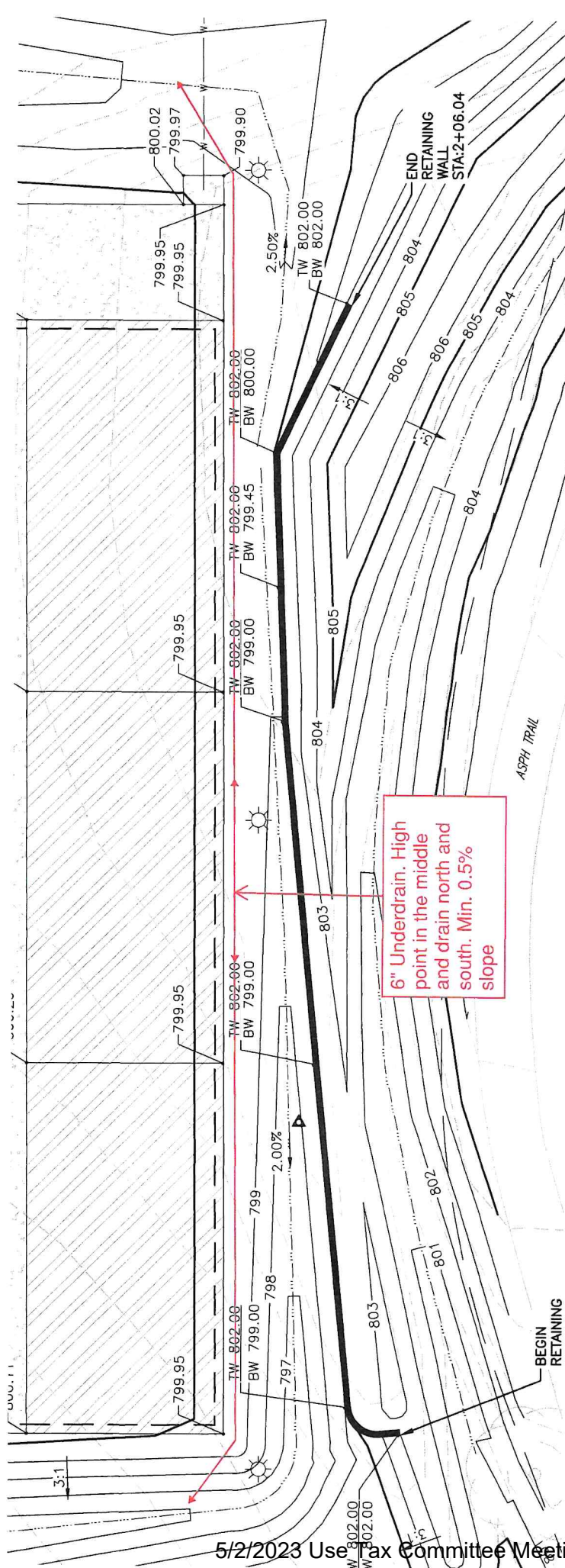
ITEM	MATERIAL DESCRIPTION	Quantity	PRICE		TOTAL
1	Clean Drainage Rock	55	\$20.00		\$1,100.00
2	Decorative River Rock	15	\$75.00		\$1,125.00
3	6" HDPE	230	\$5.25		\$1,207.50
4	Filter Fabric	1	\$500.00		\$500.00
5		0	\$0.00		\$0.00
6		0	\$0.00		\$0.00
7		0			\$0.00
8	Sub Total				\$3,932.50
ITEM	LABOR DESCRIPTION	HOURS	RATE		TOTAL
1	Drain Pipe Crew	0	\$0.00		\$7,020.00
2		0	\$0.00		\$0.00
3		0	\$0.00		\$0.00
4		0	\$0.00		\$0.00
5		0	\$0.00		\$0.00
6		0	\$0.00		\$0.00
7	Sub Total				\$7,020.00
ITEM	SUBCONTRACTOR				TOTAL
1	Trucking				\$1,440.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7	Sub Total				\$1,440.00
SUBTOTAL					\$12,392.50
OH&P 10.00%					\$1,239.25
BOND 1.00%					\$123.93
SALES TAX					\$0.00
GRAND TOTAL					\$13,755.68

McConnell & Associates Corp

 12.9.22
 Mike Mehaffey

Owner Approval





McConnell & Associates Corp.

1225 Iron Street
 North Kansas City, MO 64116
 816-842-6066

Change Request No. 3

Date 11.29.22

TO City of Kearney
 ADDRESS 100 E Washington St.
Kearney, MO 64060

CONTACT Eric Marshal
 PHONE NO 816-628-4142
 FAX NO


PROJECT Kearney Pickleball Project

Description of Request:


Credit for Water Fountain

ITEM	MATERIAL DESCRIPTION	Quantity	PRICE	TOTAL
1		0	\$0.00	\$0.00
2		0	\$0.00	\$0.00
3		0	\$0.00	\$0.00
4		1	\$0.00	\$0.00
5		0	\$0.00	\$0.00
6		0	\$0.00	\$0.00
7		0		\$0.00
8	Sub Total			\$0.00
ITEM	LABOR DESCRIPTION	HOURS	RATE	TOTAL
1		0	\$0.00	\$0.00
2		0	\$0.00	\$0.00
3		0	\$0.00	\$0.00
4		0	\$0.00	\$0.00
5		0	\$0.00	\$0.00
6		0	\$0.00	\$0.00
7	Sub Total			\$0.00
ITEM	SUBCONTRACTOR			TOTAL
1	Water Fountain			-\$5,500.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7	Sub Total			-\$5,500.00
SUBTOTAL				-\$5,500.00
OH&P 10.00%				-\$550.00
BOND 1.00%				-\$55.00
SALES TAX				\$0.00
GRAND TOTAL				-\$6,105.00

McConnell & Associates Corp

 12.9.22

McConnell & Associates Corp

 12.9.22
 Mike Mehaffey

Owner Approval



RESOLUTION NO. 17-2023

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CHANGE ORDER CONTRACT WITH MCCONNELL AND ASSOCIATES FOR ADDITIONAL GRADING AND THE INSTALLATION OF RIP RAP BEHIND THE KEARNEY HIGH SCHOOL BASEBALL FIELD TO ALLEVIATE EXCESSIVE STANDING WATER IN THE AMOUNT OF \$6,968.

WHEREAS, McConnell & Associates is the general contractor for the pickleball & skatepark project; and

WHEREAS, additional grading and rip-rap is necessary to alleviate excessive standing water behind the Kearney High School baseball centerfield to allow water to flow to the inlets located next to the existing trail; and

WHEREAS, this change order will be part of the existing contract with McConnell & Associates, which was approved by the Board of Aldermen by **Resolution 42-2022**.

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

Section 1. The Kearney Board of Aldermen hereby authorizes the City Administrator to sign a change order contract with McConnell & Associates, attached and made part of this resolution as if wholly re-written herein, for grading and rip-rap is needed to alleviate excessive standing water behind the Kearney High School baseball field so water can flow to the inlets located next to the existing trail in the amount of \$6,968.

Section 2. The fiscal year 2023 budget is hereby authorized to be amended as necessary for said purposes.

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

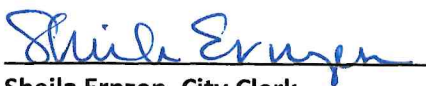
PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF KEARNEY, MISSOURI, THIS 20TH DAY OF MARCH, 2023.

APPROVED:

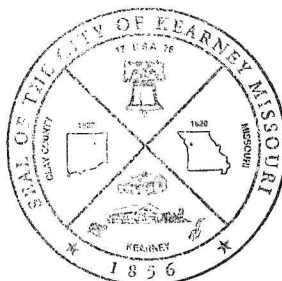


Randy Pogue, Mayor

ATTEST:



Sheila Erzen, City Clerk



McConnell & Associates Corp.

1225 Iron Street
North Kansas City, MO 64116
816-842-6066

Change Request No.4 _____

Date _____

3.2.23

TO _____ City of Kearney
ADDRESS _____ 100 E Washington St.
_____ Kearney, MO 64060

CONTACT _____ Eric Marshal
PHONE NO _____ 816-628-4142
FAX NO _____

PROJECT Kearney Pickleball Project**Description of Request:**

Additional grading at baseball field to improve runoff draining. Not to change contract total, to be deducted from Force Account.

ITEM	MATERIAL DESCRIPTION	Quantity	PRICE		TOTAL
1	Rip Rap	0	\$0.00		\$1,358.55
2		0	\$0.00		\$0.00
3		0	\$0.00		\$0.00
4		1	\$0.00		\$0.00
5		0	\$0.00		\$0.00
6		0	\$0.00		\$0.00
7		0			\$0.00
8	Sub Total				\$1,358.55
ITEM	LABOR DESCRIPTION	HOURS	RATE		TOTAL
1	Grading Crew	0	\$0.00		\$4,976.00
2		0	\$0.00		\$0.00
3		0	\$0.00		\$0.00
4		0	\$0.00		\$0.00
5		0	\$0.00		\$0.00

6		0	\$0.00		\$0.00
7	Sub Total				\$4,976.00
ITEM	SUBCONTRACTOR				TOTAL
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7	Sub Total				\$0.00
SUBTOTAL					\$6,334.55

McConnell & Associates Corp

Mike Mehaffey

Mike Mehaffey

Owner Approval

Shirley Ernyer

OH&P	10.00%	\$633.45
BOND	0.00%	\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$6,968.00

Current Force Account Amount	\$ 61,105.57
New Force Account Amount after CO	\$ 54,137.57

DISBURSEMENT REQUEST

TO: CLAY COUNTY SAVINGS BANK, AS LESSOR PURSUANT TO THE LEASE PURCHASE AGREEMENT DATED OCTOBER 12, 2022, BETWEEN THE CITY OF KEARNEY, MISSOURI, AS LESSEE AND THE LESSOR.

The undersigned hereby request that the Costs (as defined in the Lease Purchase Agreement) be paid in such amounts, to such payees and for such purposes as set forth on **Attachment 1** attached hereto.

I hereby state and certify that:

(i) The names of the persons, firms or corporations to whom the payments requested hereby are due. The amounts to be paid and a description of the costs for which each obligation requested to be paid hereby was incurred are set forth on **Attachment 1** hereto.

(ii) Said costs have been incurred by the Lessee and have been paid by the Lessee, if payment to the Lessee was requested, or, if payment to the Lessee was not requested, are presently due to the persons to whom payment is requested.

(iii) No defaults have occurred and are continuing under the Lease Purchase Agreement.

(iv) Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

CITY OF KEARNEY, MISSOURI

By: Shirley Ernyen
Title: City Administrator

**ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF KEARNEY, MISSOURI**

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee</u>	<u>Amount</u>	<u>Description</u>
Gilmore & Bell	\$22,500.00	Special Counsel Fee
Piper Sandler & Co.	17,500.00	Financial Advisor Fee
Thomson-Affinity Title	4,169.00	Title Policy/Recording Fee

INVOICE

TO: City of Kearney, Missouri
100 E. Washington, PO Box 797
Kearney, MO 64060

FROM: Todd Goffoy

DATE: October 12, 2022

\$1,990,000
City of Kearney, Missouri
Lease Purchase Agreement, Series 2022

For Municipal Advisory Services on the above referenced issue

\$17,500.00

To remit payment via ACH (EFT)

Receiving Bank Name: USBank, N.A.
Receiving Bank Routing/ABA: 091000022
Bank Account Name: Piper Sandler
Bank Account Number: 61200121206415500
Instructions for Originating Bank:
Please enter **22-2539 Kearney LPA 22** in the optional alphanumeric Company
Discretionary field (positions 5-20) contained in the Batch Header.

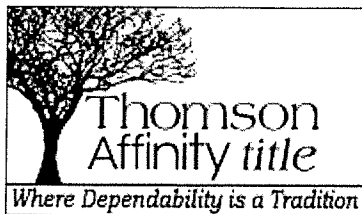
To remit payment via Domestic FED Wire

Receiving Bank Name: USBank, N.A.
1200 Energy Park Drive
St. Paul, MN 55108
Receiving Bank Routing /ABA: 091000022
Bank Account Name: Piper Sandler
Bank Account Number: 173103114547
For Further Credit To: 12000-370360
Originator to Beneficiary Information (OBI): **22-2539 Kearney LPA 22**

To remit payment via Paper Check, please mail to:

Piper Sandler
Attention: Treasury, J09STR
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

Please send copy of letter and/or invoice with check.



C4891

Invoice Date: 10/12/2022

File Number: 233598

Customer #: 42980

Property State: MO

Underwriter: First American
eh

INVOICE

To:

Jim Eldridge
City of Kearney
100 East Washington St
Kearney, MO 64060

From:

Thomson-Affinity Title, LLC
1000 Middlebrook Dr., Ste. C
Liberty, MO 64068
Ph: 816-792-0077
License Nos: MO 8281147
and KS 461357583

Regarding: E 19th St, Kearney, MO 64060
Buyer/Owner: Clay County Savings Bank, a Missouri-chartered bank
Seller: City of Kearney, Missouri, a Municipal corporation

		Description	Liability Amount	Amount
540	101	Commercial Owner Policy Premium	\$2,000,000.00	\$990.00
540	510	Commercial Owner Policy Exam		\$1,785.00
540	450	Owner's Policy Endorsements (5)		\$1,250.00
540	744	Recording Fee - Base Lease		\$51.00
540	744	Recording Fee - Memo Lease		\$51.00
540	744	Recording Fee - UCC		\$30.00
540	585	E-Filing Fee (\$4 per doc)		\$12.00
			TOTAL	\$4,169.00

Please Remit To:

Accounting Department
Thomson-Affinity Title, LLC
P.O. Box 212
Liberty, MO 64069

Thank you!

Terms: Net 30 days

RESOLUTION NO. 33-2021

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH LAMP RYNEARSON FOR STUDY AND REPORT, DESIGN, SPECIFICATIONS, PREPARE CONSTRUCTION DRAWINGS, CONSTRUCTION ADMINISTRATION FOR DRAINAGE IMPROVEMENTS ON THE KEARNEY R-1 BASEBALL FIELD, AND FOR A PICKLE BALL COURT COMPLEX ON PROPERTY TO BE ACQUIRED FROM THE KEARNEY SCHOOL DISTRICT IN CONSIDERATION FOR SAID DRAINAGE IMPROVEMENTS, IN THE AMOUNT OF \$61,090.

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 agreement with LAMP RYNEARSON to provide engineering services, including study and report, design, specifications, prepare construction drawings and construction administration for drainage improvements on the Kearney R-1 Baseball Field, and for a pickle ball court complex on property to be acquired from the Kearney School District in consideration for said drainage improvements. Said AGREEMENT attached and made part of this agreement as if wholly re-written herein.

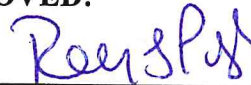
TOTAL OF ALL FEES	\$61,090
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Section 2. The Budget is hereby amended by appropriating said funding amount from the General Fund and authorizing appropriate transfers for funds to be expended from the Park Capital Improvements Fund, with further authorization to establish appropriate receivables from a newly created Use Tax Fund, as approved by voters on November 2, 2021.

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 20 DAY OF December, 2021.

APPROVED:



Randy Pogue, Mayor

ATTEST:



Jim Eldridge City Clerk

\\KCHVFS1\Kearney\wp\resolution lamp rynearson pickle ball baseball field.doc



ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.

Page 1 of 3

CLIENT: City of Kearney, Missouri
PROJECT DESCRIPTION: Pickleball Park and High School Drainage
LOCATION OF PROJECT: Kearney, Missouri
PROJECT TITLE: Pickleball Park and High School Drainage

JOB NUMBER: _____
DATE ISSUED: 12-6-21
INITIATED BY: _____ ☐ CLIENT ☒

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: _____ STARTING DATE: EST. 1/1/2022 COMPL. DATE: 8/1/2022
(Attached additional page(s) or detailed Letter Proposal if this space is too limited.)

- Provide Design, Construction Contract Administration, and Construction Observation Services for new Pickleball Park and High School Drainage (See Attached Scope and Fee Estimate)

Total Cost of services \$61,090

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

BILLING INSTRUCTIONS:

- ☐ % of Construction Contracts
☐ % of Construction By Phase
☐ Special _____
☒ Lump Sum

\$ 61,090.00

- ☐ Cost + _____ % + Expense
☐ Hourly Rates Up to a Maximum + Expenses
☐ Cost plus fixed fee
☐ Other

\$ _____
\$ _____
\$ _____

SIGNATURES:

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

[Signature] 12/7/2021
Date

- ☐ Client/Client Authorized Representative with Title

[Signature] 12.28.21
Date

DISTRIBUTION:

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

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200

Kansas City, Missouri 64114

P | 816.361.0440

www.lamprynearson.com

BILLING INFORMATION

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

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

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

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

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Ryneerson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Client's opinions of any probable construction costs provided will be made based on Lamp Ryneerson's qualifications and experience. Lamp Ryneerson makes

no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
Description of Services
December 6, 2021

I. Services.

1. Construction/Improvements Plans: Lamp Rynearson will prepare plans for construction showing the proposed improvements on the site per Kearney, MO requirements, and generally following the concept design provided by McConnell and Associates. The scope of services shall include:

- a. Meeting attendances including a project kickoff meeting, progress meetings, client meetings, and City meetings.
- b. Alta Survey of site to be acquired.
- c. Geotechnical investigation that includes approximately four borings to 10' and soils report.
- d. Coordinate design elements with McConnell and Associates.
- e. Include drainage and grading corrections for the right field area of the existing high school ballfield.
- f. Preparation of plans including:
 - i. Cover Sheet with general notes
 - ii. Existing Conditions Plan
 - iii. Demolition Plan
 - iv. Grading Plan
 - v. Site and Dimension plan
 - vi. Erosion Control Plan
 - vii. Paving Plan
 - viii. Storm Sewer/Utility Plan
 - ix. Lighting Plan and photometrics
 - x. Landscape Plan
 - xi. Details

2. Site Adapt Master Spec Specification and project manual

3. MDNR Construction Permit/NOI

4. Construction Administration: LLR will provide construction services including:

- a. Submittals and Shop Drawing Review
- b. Site Visits and Plan Interpretation
- c. Final walk thru/Punch List/Final site
- d. Part time Construction Observation

II. Additional Services Requiring Additional Fees

- 1. Drainage Study

2. Stormwater Detention Design
3. Stormwater Treatment Design
4. Structural Engineering and drafting
5. Sustainability Review and Certification
6. Platting of the site
7. Phase I Environmental Investigation
8. Bidding services

III. Client Responsibilities:

1. Client shall be responsible for all application and permit fees.
2. Client shall provide Architectural, Structural and MEP drawings for the bathroom facility.
3. Client shall provide details for any signs to be installed.
4. Client shall provide a current certificate of title insurance.

KEARNEY**Jim Eldridge <jeldridge@kearney.mo.us>**

Pickleball Park and High School Drainage

1 message

Dan Miller <Dan.Miller@lamprynearson.com>

Mon, Dec 6, 2021 at 11:36 AM

To: "jeldridge@kearney.mo.us" <jeldridge@kearney.mo.us>

Cc: "dpavlich (dpavlich@kearney.mo.us)" <dpavlich@kearney.mo.us>, 0321002 Kearney MO 2021 On Call Services <0321002KearneyMO2021OnCallServices@lamprynearson.com>

Jim,

Attached is a proposed agreement for services. I know it's more than McConnell budgeted for design and I have the following thoughts:

- * About \$10k or so is survey and design of the high school drainage, which was reflected in that cost estimate.
- * We will need an MDNR construction permit along with ESC plans and a SWPPP.
- * I've estimated subconsultant services for the lighting design and geotechnical report at about \$8,500.
- * Construction Services are estimated at \$9k, with 60 hours of part time construction observation.

This makes the ALTA survey, site survey, and basic design effort about \$33k.

I would be happy to discuss at your convenience.

Thanks for the opportunity,

Dan

I am currently working remotely and can be only reached thru email or my cell number below.
[cid:image003.png@01D7EA95.7F1ECA70]

Dan Miller, P.E.
Civil Design Group Leader

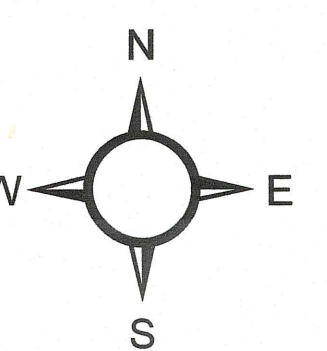
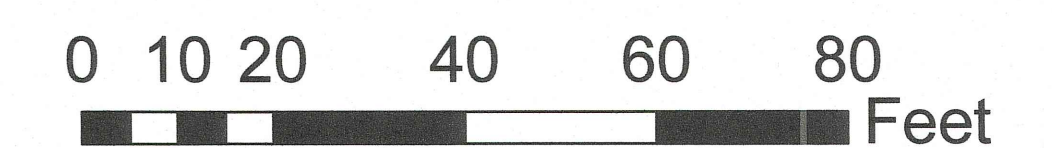
[D] 816.823.7228 📞 [C] 816.804.1230 📞 [A] 9001 State Line Rd., Ste. 200, Kansas City, MO 64114 <<https://www.google.com/maps/place/9001+State+Line+Rd+%23200,+Kansas+City,+MO+64114/@38.9661167,-94.6098694,17z/data=!3m1!4b1!4m5!3m4!1s0x87c0e926954dcde1:0xa475430d7de1e9cb!8m2!3d38.9661125!4d-94.6076754>> [W] LampRynearson.com <<http://www.lamprynearson.com/>>

2 attachments**LAMP
RYNEARSON** image003.png
8K **Kearney Pickleball Agreement review package.pdf**
810K

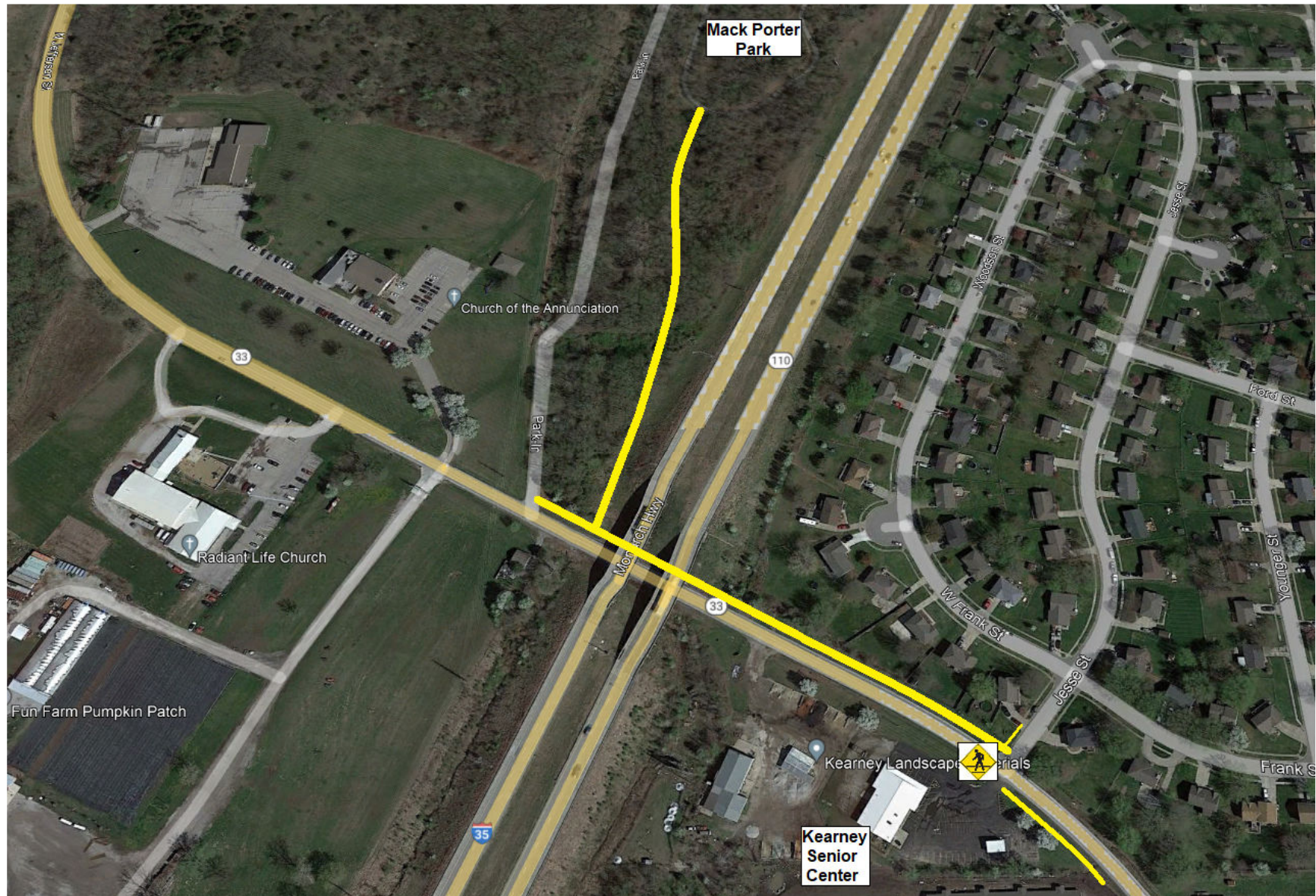


Note: The drawings and images in this presentation are intended to be conceptual and not actual representations of any future improvements. Drawings and images are also not intended for construction purposes.

Jim and Gerri Hall Park **City of Kearney, Missouri Parks and Recreation** **Park Master Plan**



Use Tax – Mack Porter Park Trail Connection



600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



March 3, 2023

David Pavlich
City of Kearney, MO
100 E. Washington
P.O. Box 797
Kearney, MO 64060

RE: Mack Porter Park Connector Shared-Use Path
TIP #519008

Dear Mr. Pavlich:

Congratulations, the above referenced project was awarded \$680,000 in 2026 Missouri Transportation Alternatives Program (TAP) funds through MARC's Active Transportation Programming Committee in November 2022. Since that time, the 2025-26 TAP funding recommendations were approved by the MARC Board of Directors and have been incorporated into the *2022-2026 Transportation Improvement Program*.

In order to receive your awarded funds, coordination and agreement with the Missouri Department of Transportation (MoDOT) will be necessary. We request that you contact Rachel Thomas with MoDOT at the following to coordinate project development activities and begin moving your project towards obligation.

Missouri Department of Transportation
600 NE Colbern Rd.
Lee's Summit, MO 64086
Phone: (816) 607-2255
Email: Rachel.Thomas@modot.mo.gov

As directed by the MARC Transportation Program Local Match Policy and Strategy, updated by the MARC Board of Directors in 2020, a 1.0% fee will be assessed on the awarded federal funding and invoiced in 2023. For the above referenced project, this will amount to \$6,800.

The above referenced project is also subject to the *Reasonable Progress Policy for Federal Transportation Funds Programmed by MARC*, adopted in January 2014 by the MARC Board of Directors. The policy is available for review on the MARC website at: <https://www.marc.org/sites/default/files/2022-08/MARC-reasonable-progress-policy.pdf>.

Thank you for your interest in MARC funding programs, and good luck with your project.

Regards,

Marc Hansen, AICP
Principal Planner
Mid-America Regional Council

Chair
Carson Ross
Mayor
Blue Springs,
Missouri

1st Vice Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

2nd Vice Chair
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

Treasurer
Damien Boley
Mayor
Smithville,
Missouri

Secretary
Holly Grummert
Councilmember
Overland Park,
Kansas

Executive Director
David A. Warm

**CITY OF KEARNEY
SPECIAL REVENUE FUND
USE TAX
FY2024**

FUND 012

		FY2021 Actual	FY2022 Actual	FY2023 Amended Budget	FY2023 Department Estimate	FY2024 Department Request	FY2024 Proposed Budget
<u>Revenues: 12101-</u>							
<u>Taxes</u>							
41610	Use Tax	-	-	600,000	650,000	720,000	720,000
	Total Taxes	-	-	600,000	650,000	720,000	720,000
<u>Other Revenue</u>							
48010	Bond Proceeds	-	-	2,350,000	1,990,000	-	-
	Total Other Revenue	-	-	2,350,000	1,990,000	-	-
	Total Current Revenues	-	-	2,950,000	2,640,000	720,000	720,000
31510	Fund Balance	-	-	-	-	445,500	445,500
	TOTAL REVENUES	-	-	2,950,000	2,640,000	1,165,500	1,165,500
<u>Expenditures:</u>							
<u>Services - 12111</u>							
52100	Administrative Fees	-	-	-	-	36,000	36,000
	Total Services	-	-	-	-	36,000	36,000
<u>Sidewalks & Trails - 12116</u>							
54357	New Sidewalk Construction	-	-	150,000	104,500	-	-
56153	Transfer to Sidewalk & Trail C	-	-	-	-	268,700	199,740
	Total Sidewalks & Trails	-	-	150,000	104,500	268,700	199,740
<u>Park Capital Projects - 12117</u>							
54555	Pickle Ball Complex	-	-	1,850,000	1,945,910	-	-
54556	Hall Park Development	-	-	500,000	-	-	-
56151	Transfer to Park Construction	-	-	-	-	504,600	504,600
	Total Park Capital Projects	-	-	2,350,000	1,945,910	504,600	504,600
<u>Public Safety - 12211</u>							
56105	Transfer to General Fund	-	-	150,000	-	-	-
56110	Transfer to General Fund	-	-	-	-	185,075	174,332
	Total Public Safety	-	-	150,000	-	185,075	174,332
<u>Animal Control - 12215</u>							
51100	Animal Control Officer	-	-	40,000	40,000	-	-
54100	Animal Control Equipment	-	-	25,000	25,000	-	-
54500	New Vehicle	-	-	35,000	35,000	-	-
56110	Transfer to General Fund	-	-	-	-	84,358	76,526
	Total Animal Control	-	-	100,000	100,000	84,358	76,526
<u>Debt Service - Pickleball Lease Purchase - 12517</u>							
55000	Principal - Lease	-	-	150,000	-	55,000	55,000
55001	Interest - Lease	-	-	50,000	-	83,150	83,150
55002	Fiscal Fees - Lease	-	-	-	-	5,000	5,000
54800	Cost of Issuance	-	-	-	44,090	-	-
	Total Debt Service	-	-	200,000	44,090	143,150	143,150
	Total Expenditures	-	-	2,950,000	2,194,500	1,221,883	1,134,348
	Revenues Over Expenditures	-	-	-	445,500	(56,383)	31,152

CITY OF KEARNEY
CAPITAL PROJECTS FUND
SIDEWALK TRAIL CONSTRUCTION
FY2024

FUND 053

		FY2021 Actual	FY2022 Actual	FY2023 Amended Budget	FY2023 Department Estimate	FY2024 Department Request	FY2024 Proposed Budget
<u>Revenues: 53301</u>							
<u>Interfund Transfers</u>							
46112	Transfer from Use Tax Fund	-	-	-	-	268,700	199,740
	Total Transfers In	-	-	-	-	268,700	199,740
	Total Current Revenues	-	-	-	-	268,700	199,740
31510	Fund Balance	-	-	-	-	-	-
	Total Revenues	-	-	-	-	268,700	199,740
<u>Expenditures:</u>							
<u>Route 33 Trail - 53410</u>							
54910	Engineering & Design	-	-	-	-	267,700	199,740
	Total Route 33 Trail	-	-	-	-	267,700	199,740
	Total Expenditures	-	-	-	-	267,700	199,740
	Revenues Over Expenditures	-	-	-	-	1,000	-

CITY OF KEARNEY
CAPITAL PROJECTS FUND
PARK CONSTRUCTION
FY2024

FUND 051

		FY2021 Actual	FY2022 Actual	FY2023 Amended Budget	FY2023 Department Estimate	FY2024 Department Request	FY2024 Proposed Budget
Revenues: 51301							
Intergovernmental							
44001	LWCF Grant	-	-	-	-	500,000	500,000
44290	CID - Aquatic Center					79,500	79,500
Total Intergovernmental Revenue		-	-	-	-	579,500	579,500
Interfund Transfers							
46112	Transfer from Use Tax Fund	-	-	-	-	504,600	504,600
Total Transfers In		-	-	-	-	504,600	504,600
Total Current Revenues		-	-	-	-	1,084,100	1,084,100
31510	Fund Balance	-	-	-	-	-	-
Total Revenues		-	-	-	-	1,084,100	1,084,100
Expenditures:							
Hall Park - 51410							
54910	Engineering & Design	-	-	-	-	-	-
54940	Construction	-	-	-	-	1,004,600	1,004,600
Total Hall Park		-	-	-	-	1,004,600	1,004,600
Aquatic Center - 51412							
Capital Outlay							
54910	Engineering & Design	-	-	-	-	79,500	79,500
Total Aquatic Center		-	-	-	-	79,500	79,500
Total Expenditures		-	-	-	-	1,084,100	1,084,100
Revenues Over Expenditures		-	-	-	-	-	-