

**CITY OF GRAIN VALLEY BOARD OF ALDERMEN  
REGULAR MEETING AGENDA**

**MAY 23, 2016**

**7:00 P.M.**

**OPEN TO THE PUBLIC**

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL  
711 MAIN STREET – GRAIN VALLEY, MISSOURI

---

**ITEM I: CALL TO ORDER**

- Mayor Mike Todd

**ITEM II: ROLL CALL**

- Deputy City Clerk Khalilah Holland

**ITEM III: INVOCATION**

- Pastor Ray Gurney with Cross Creek Baptist Mission

**ITEM IV: PLEDGE OF ALLEGIANCE**

- Alderman Yolanda West

**ITEM V: APPROVAL OF AGENDA**

- Community Development Director Ken Murphy

**ITEM VI: PROCLAMATION**

- None

**ITEM VII: CITIZEN PARTICIPATION**

- Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

**ITEM VIII: CONSENT AGENDA**

- May 9, 2016 – Board of Aldermen Minutes
- May 23, 2016 – Accounts Payable

**ITEM IX: PREVIOUS BUSINESS**

- None

**ITEM X: NEW BUSINESS**

- None



**ITEM XI: PRESENTATION**

- 2015 Audit Report
  - Troutt, Beeman & Company, P.C.

**ITEM XII: ORDINANCES**

**Item XII (A)**

**B16-10**

*2<sup>nd</sup> Reading*

*Introduced by*

*Alderman Tranita*

*Stanley*

**An Ordinance Providing for Submission of a Proposal to Discontinue Application and Collection of the Local Sales Use Tax on the Titling of Motor Vehicles, Trailers, Boats, and Outboard Motors That Were Purchased From a Source Other Than a Licensed Missouri Dealer to the Qualified Voters of the City of Grain Valley for Their Consideration at a Special Election to be Held Concurrently With the Primary Election Called, and to be Held, in the City on August 2, 2016; Proposing the Form of the Ballot to be Employed at Said Election; and Directing the City Clerk to do All Things Called for by Law in Connection With the Holding of Said Election**

To approve a ballot issue for the August 2, 2016 election

**ITEM XIII: RESOLUTIONS**

**ITEM XIII (A)**

R16-30

*Introduced by*

*Alderman Valerie*

*Palecek*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing Norm Combs to the Grain Valley Park Board for a Three Year Term**

To maintain the 9 seats on the Grain Valley Park Board per State Statute.

**ITEM XIII (B)**

R16-31

*Introduced by*

*Alderman Valerie*

*Palecek*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing John Savala to the Grain Valley Park Board for a Three Year Term**

To maintain the 9 seats on the Grain Valley Park Board per State Statute.

**ITEM XIII (C)**

R16-32

*Introduced by*

*Alderman Yolanda*

*West*

**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the Mayor to Enter Into a Real Estate Lease Agreement with STAR Acquisitions, Inc.**

To enter into a lease for the referenced property owned by STAR Acquisitions, Inc. allowing the premise to be used and maintained as a public parking lot.



**ITEM XIV: CITY ATTORNEY REPORT**

- City Attorney Jim Cook

**ITEM XV: CITY ADMINISTRATOR & STAFF REPORTS**

- Community Development Director Ken Murphy
- Deputy City Clerk Khalilah Holland
- Parks & Recreation Director Shannon Davies
- Chief of Police David Starbuck

**ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS**

- Alderman Dale Arnold
- Alderman Bob Headley
- Alderman Chuck Johnston
- Alderman Valerie Palecek
- Alderman Tranita Stanley
- Alderman Yolanda West

**ITEM XVII: MAYOR REPORT**

- Mayor Mike Todd

**ITEM XVIII: EXECUTIVE SESSION**

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended

**ITEM XIX: ADJOURNMENT**



**PLEASE NOTE**

THE NEXT SCHEDULED MEETING OF THE CITY OF GRAIN VALLEY BOARD OF ALDERMEN WILL TAKE PLACE JUNE 13, 2016 AS A REGULAR MEETING AT 7:00 P.M. TO BE HELD IN THE COUNCIL CHAMBERS OF GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211



*Consent*

*Agenda*

INTENTIONALLY LEFT BLANK



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**05/09/2016**  
 PAGE 1 OF 10

**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on May 9, 2016 at 7:00 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

**ITEM II: ROLL CALL**

- City Clerk Chenéy Parrish called roll
- *Present: Arnold, Headley, Johnston, Palecek, Stanley, West*
- *Absent: None*

**-QUORUM PRESENT-**

**ITEM III: INVOCATION**

- Invocation was given by Pastor Darryl Jones of Crossroads Church

**ITEM IV: PLEDGE OF ALLEGIANCE**

- The Pledge of Allegiance was led by Alderman Tranita Stanley

Prior to Approval of the Agenda, Mayor Todd announced the Truman Heartland Citizen of the Year for Grain Valley is Darryl Jones. Pastor Jones will be recognized for his accomplishment in September at the annual Truman Heartland Community Foundation benefit.

**ITEM V: APPROVAL OF AGENDA**

- City Administrator Hunt noted one additional change to the agenda. The proclamation for the Purple Heart City has been postponed until the June 13, 2016 meeting.
- *Alderman Headley made a Motion to Approve the Amended Agenda.*
- *The Motion was Seconded by Alderman Johnston.*
- *The Motion to Approve the Amended Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 6-0-**

**ITEM VI: PROCLAMATIONS**

- None

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	None	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Bob Headley		City Clerk Chenéy Parrish
Alderman Chuck Johnston		Community Development Director
Alderman Valerie Palecek		Ken Murphy
Alderman Tranita Stanley		Parks & Recreation Director
Alderman Yolanda West		Shannon Davies
		Chief of Police David Starbuck



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**05/09/2016**  
**PAGE 2 OF 10**

**ITEM VII: CITIZEN PARTICIPATION**

- Mayor Todd opened the floor for citizen participation
  - None

**ITEM VIII: PREVIOUS CONSENT AGENDA**

- April 2016 – Court Report
- April 25, 2016 – Board of Aldermen Minutes
- May 9, 2016 – Accounts Payable
- *Alderman West made a Motion to Approve Consent Agenda*
- *The Motion was Seconded by Alderman Palecek*
- *Motion to Approve Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 6-0-**

**ITEM IX: PREVIOUS BUSINESS**

- None

**ITEM X: NEW BUSINESS**

- Mayor Pro-Tem
- *Alderman Johnston made a Motion to Elect Alderman Arnold as Mayor Pro-Tem*
- *The Motion was Seconded by Alderman West*
- *Motion to Elect Alderman Arnold as Mayor Pro-Tem was voted on with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 6-0-**

**ITEM XI: PRESENTATION**

- None

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	None	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Bob Headley		City Clerk Chenéy Parrish
Alderman Chuck Johnston		Community Development Director
Alderman Valerie Palecek		Ken Murphy
Alderman Tranita Stanley		Parks & Recreation Director
Alderman Yolanda West		Shannon Davies
		Chief of Police David Starbuck











**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**05/09/2016**  
**PAGE 6 OF 10**

**ITEM XVII: RESOLUTIONS**

**Resolution No. R16-27:** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Extend, for One Contract Period, the Agreement for On-Call Engineering/Consulting Services with Bartlett & West, Inc.

- City Attorney Jim Cook read **Resolution No. R16-27** by title only
- *Alderman Palecek moved to accept Resolution No. R16-27 as read*
- *The Motion was Seconded by Alderman Headley*
  - Community Development Director Ken Murphy explained that he has been very pleased with the services provided by Bartlett & West. The current contract has an option to extend for an additional 2 year period.
- *Resolution No. R16-27 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-RESOLUTION NO. R16-27 APPROVED: 6-0-**

**Resolution No. R16-28:** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with Ray County, Missouri for Confinement of Prisoners at the Ray County Correctional Facility

City Attorney Jim Cook read **Resolution No. R16-28** by title only

- *Alderman Arnold moved to accept Resolution No. R16-28 as read*
- *The Motion was Seconded by Alderman Johnston*
  - Alderman Johnston asked about the two contracts and how the Police Department determines which facility will be utilized. Police Chief David Starbuck explained that the Blue Springs facility will be used to house arrests on state/felony charges, allowing for 24 hour holds pending further investigation. After 24 hours, the detainee will either be released or formally charged and transferred to Jackson County.
- *Resolution No. R16-28 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-RESOLUTION NO. R16-28 APPROVED: 6-0-**

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd Alderman Dale Arnold Alderman Bob Headley Alderman Chuck Johnston Alderman Valerie Palecek Alderman Tranita Stanley Alderman Yolanda West	None	City Attorney Jim Cook City Administrator Ryan Hunt City Clerk Chenéy Parrish Community Development Director Ken Murphy Parks & Recreation Director Shannon Davies Chief of Police David Starbuck



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**05/09/2016**  
 PAGE 7 OF 10

**Resolution No. R16-29:** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement with the Blue Springs, Missouri Police Department for Confinement of Prisoners at the Blue Springs Police Department Detention Unit

- City Attorney Jim Cook read **Resolution No. R16-29** by title only
- *Alderman Arnold moved to accept Resolution No. R16-29 as read*
- *The Motion was Seconded by Alderman Palecek*
- *Resolution No. R16-29 was voted upon with the following voice vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-RESOLUTION NO. R16-29 APPROVED: 6-0-**

**ITEM XIV: CITY ATTORNEY REPORT**

- City Attorney Jim Cook
  - None

**Item XV: CITY ADMINISTRATOR/STAFF REPORTS**

- City Administrator (*City Administrator Ryan Hunt*)
  - *City Administrator Hunt has looked at compensation studies for a Public Information Officer and feels confident that money is available in the budget if the Board wishes to pursue hiring for this position. A job description will need to be created and approved and the current contract will need to be cancelled – 30 day notice will be sufficient. The Board members were in agreement to continue the process.*
  - *City Administrator Hunt also shared that he is working on an RFP for consulting services for Human Resources.*
  - *City Administrator Hunt reported that a Kansas City, Kansas police detective was killed in the line of duty today. Sincerest, heartfelt condolences go out to the family, department, and everyone touched by this tragedy.*
- Finance
  - None
- City Clerk (*City Clerk Chenéy Parrish*)
  - None
- Community Development (*Community Development Director Ken Murphy*)

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	None	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Bob Headley		City Clerk Chenéy Parrish
Alderman Chuck Johnston		Community Development Director
Alderman Valerie Palecek		Ken Murphy
Alderman Tranita Stanley		Parks & Recreation Director
Alderman Yolanda West		Shannon Davies
		Chief of Police David Starbuck







**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**05/09/2016**  
**PAGE 9 OF 10**

**ITEM XVIII: EXECUTIVE SESSION**

- Mayor Todd stated a need to hold an Executive Session for the following items:
  - Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo 1998, as Amended
  - Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended
- *Alderman West moved to close the Regular Meeting for items related to Section 610.021(2), RSMo 1998, as Amended and Section 610.021(13), RSMo 1998, As Amended.*
- *The motion was seconded by Alderman Johnston*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION CARRIED: 6-0-**

**-THE REGULAR MEETING CLOSED AT 7:34 PM**

- *Alderman Johnston moved to open the Regular Meeting*
- *The motion was seconded by Alderman West*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Headley, Johnston, Palecek, Stanley, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION CARRIED: 6-0-**

**-THE REGULAR MEETING OPENED AT 7:53 P.M.**

- Alderman Johnston asked about ordinances and sound levels as they relate to peace disturbances. Charlie’s Roadhouse has been leaving their back door open and neighbors are complaining about the noise. Chief Starbuck is scheduling a meeting with the owner to discuss the complaints. The current ordinances do not specify acceptable sound levels so it really is contingent upon what someone finds offensive. The police do respond to the complaints but many times the complainant doesn’t want to put their name on a formal complaint. City Administrator Hunt will update the Board members with the results of the meeting.

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Mike Todd	None	City Attorney Jim Cook
Alderman Dale Arnold		City Administrator Ryan Hunt
Alderman Bob Headley		City Clerk Chenéy Parrish
Alderman Chuck Johnston		Community Development Director
Alderman Valerie Palecek		Ken Murphy
Alderman Tranita Stanley		Parks & Recreation Director
Alderman Yolanda West		Shannon Davies
		Chief of Police David Starbuck



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**05/09/2016**  
**PAGE 10 OF**  
**10**

**Item XIX: ADJOURNMENT**

- The meeting adjourned at 7:57 p.m.

Minutes submitted by:

\_\_\_\_\_  
 Chenéy Parrish  
*City Clerk*

\_\_\_\_\_  
 Date

Minutes approved by:

\_\_\_\_\_  
 Mike Todd  
*Mayor*

\_\_\_\_\_  
 Date

Non-Official Copy

**ELECTED OFFICIALS PRESENT**  
 Mayor Mike Todd  
 Alderman Dale Arnold  
 Alderman Bob Headley  
 Alderman Chuck Johnston  
 Alderman Valerie Palecek  
 Alderman Tranita Stanley  
 Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**  
 None

**STAFF OFFICIALS PRESENT**  
 City Attorney Jim Cook  
 City Administrator Ryan Hunt  
 City Clerk Chenéy Parrish  
 Community Development Director  
 Ken Murphy  
 Parks & Recreation Director  
 Shannon Davies  
 Chief of Police David Starbuck



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,183.14		
		FAMILY SUPPORT PAYMENT CENTER	VANDER LINDEN CASE 6079233	184.62		
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	877.42		
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	105.21		
			FLEX PLAN	177.50		
		ICMA RC	ICMA 457 %	317.55		
			ICMA 457	406.60		
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,018.71		
			SOCIAL SECURITY	3,649.75		
			MEDICARE	853.54_		
			TOTAL:	14,774.04		
		HR/CITY CLERK	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	LOVE	379.55-
					PARRISH	379.54
UMB BANK-HSA	HSA - GRAIN VALLEY, MO			25.61		
STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE			6.00		
DELTA DENTAL OF MO LOCKBOX	LOVE			35.84-		
	PARRISH			35.84		
PITNEY BOWES	3 INK CARTRIDGES			61.19		
INDEPENDENCE EXAMINER	POLICE CLERK			165.00		
THE EXAMINER	POLICE CLK/PARK MAINT/CC F			31.00		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			49.74		
	MEDICARE			11.64_		
	TOTAL:			350.17		
INFORMATION TECH	GENERAL FUND			UMB BANK-HSA	HSA - GRAIN VALLEY, MO	1.21
				HYPERTEC USA INC	PROCESSOR	611.59
			USER	924.00		
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2.41		
			MEDICARE	0.56_		
			TOTAL:	1,539.77		
BLDG & GRDS	GENERAL FUND	UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00		
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	12.00		
		GENERAL ELEVATOR	MAY MONTHLY ELEVATOR SERV	93.80		
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	74.70		
			MEDICARE	17.47_		
	TOTAL:	247.97				
ADMINISTRATION	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	BARTON	379.55		
		RICOH USA INC	MAILROOM C85075881	98.73		
			ADMIN C85075927	88.32		
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	62.99		
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	9.00-		
		DELTA DENTAL OF MO LOCKBOX	BARTON	215.04		
			RICOH USA INC	MAILROOM C85075881	211.25	
			ADMIN C85075927	211.25		
		PURCHASE POWER	POSTAGE REFILL	1,000.00		
		THE EXAMINER	FINANCE CHARGE	6.95		
		ICMA RC	EMPLOYEE DEDUCTIONS	100.03		
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	204.72		
			MEDICARE	47.88_		
			TOTAL:	2,617.71		
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50		
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.32		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	12.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	140.55
			MEDICARE	32.87_
			TOTAL:	236.24
COURT	GENERAL FUND	STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	7.80
		KARI BOARDMAN	BOARDMAN: MILEAGE TO MACA	156.38
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	105.36
			MEDICARE	24.64_
			TOTAL:	294.18
VICTIM SERVICES	GENERAL FUND	UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	12.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	130.18
			MEDICARE	30.45_
			TOTAL:	222.63
FLEET	GENERAL FUND	UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	12.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	101.71
			MEDICARE	23.79_
			TOTAL:	187.50
POLICE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	ROUNDING	0.28-
		RICOH USA INC	PD C85075912	151.82
			PD C85075921	5.62
			PD DWN C85075930	65.39
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	950.00
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	288.00
		DELTA DENTAL OF MO LOCKBOX	ROUNDING	0.10-
		RICOH USA INC	PD C85075912	211.25
			PD C85075930	224.26
			PD DESK C85075921	29.56
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	898.50
			BULK GASOHOL/DIESEL	74.63
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,439.08
			MEDICARE	570.40
		VISION SERVICE PLAN - IC	ROUNDING	0.09-
			TOTAL:	5,908.04
ANIMAL CONTROL	GENERAL FUND	STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	45.09
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	74.76
			MEDICARE	17.48_
			TOTAL:	149.33
PLANNING & ENGINEERING	GENERAL FUND	UMB BANK-HSA	HSA - GRAIN VALLEY, MO	155.07
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	46.80
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	57.31
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	326.56
			MEDICARE	76.37_
			TOTAL:	662.11
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	326.26
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	70.96
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	228.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			FLEX PLAN	91.67
		ICMA RC	ICMA 457 %	136.27
			ICMA 457	330.87
		INTERNAL REVENUE SERVICE	FEDERAL WH	979.22
			SOCIAL SECURITY	738.28
			MEDICARE	172.65_
			TOTAL:	3,075.15
PARK ADMIN	PARK FUND	SHAWNEE MISSION FORD INC	Ford F250	26,935.00
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	124.66
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	30.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	258.85
		ICMA RC	EMPLOYEE DEDUCTIONS	19.61
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	290.86
			MEDICARE	68.02_
			TOTAL:	27,727.00
PARKS STAFF	PARK FUND	UMB BANK-HSA	HSA - GRAIN VALLEY, MO	50.00
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	36.00
		VAN DIEST SUPPLY COMPANY	CUTRINE ULTRA	245.90
			PRAMITOL 25E	163.35
		WEST CENTRAL ELECTRIC COOP INC	03/28-04/27 BALLPARK COMPL	1,330.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	221.89
			MEDICARE	51.90_
			TOTAL:	2,099.64
RECREATION	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	976.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	32.44
			SOCIAL SECURITY	3.51
			MEDICARE	7.59
			MEDICARE	0.82_
			TOTAL:	1,020.36
COMMUNITY CENTER	PARK FUND	RICOH USA INC	COMM CTR C85075928	46.44
			COMM CTR C85075922	19.12
		ETS CORPORATION	MONTHLY CREDIT CARD FEES	237.54
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	12.00
		RICOH USA INC	COMM CTR C85075928	211.25
			CC DESK C85075922	29.58
		TIMOTHY DANA BOWEN		880.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	189.58
			MEDICARE	44.32_
			TOTAL:	1,669.83
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	124.97
		FAMILY SUPPORT PAYMENT CENTER	SNODGRASS CASE 91536266	20.60
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	77.21
		ICMA RC	ICMA 457	10.33
		INTERNAL REVENUE SERVICE	FEDERAL WH	350.20
			SOCIAL SECURITY	229.53
			MEDICARE	53.67_
			TOTAL:	866.51
TRANSPORTATION	TRANSPORTATION	RICOH USA INC	PW C85075929	5.15
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	117.26
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	30.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		GENERAL ELEVATOR	MAY MONTHLY ELEVATOR SERV	8.04
		RICOH USA INC	PW C85075929	42.25
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	119.92
		COLLINS & HERMANN INC	RYAN RD GUARD RAIL	4,047.00
		KRANZ OF KANSAS CITY	SNOW PLOW	5,695.15
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	229.56
			MEDICARE	53.70
			TOTAL:	10,348.63
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	THE EXAMINER	AMEND GV MKTPL TIF & PRO 2	463.05
			TOTAL:	463.05
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	811.63
		FAMILY SUPPORT PAYMENT CENTER	SNODGRASS CASE 91536266	82.40
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	565.29
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	82.50
		ICMA RC	ICMA 457 %	199.76
			ICMA 457	102.20
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,430.46
			SOCIAL SECURITY	1,484.22
			MEDICARE	347.15
			TOTAL:	6,105.61
WATER	WATER/SEWER FUND	RICOH USA INC	PW C85075929	10.31
			CD C85075926	38.00
		CITY OF INDEPENDENCE UTILITIES	20485 100CF 03/17-04/18	30,178.95
		ETS CORPORATION	MONTHLY CREDIT CARD FEES	1,013.09
			MONTHLY CREDIT CARD FEES	534.66
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	356.45
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	79.80
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	17,090.15
			DEBT	65,542.18
		GENERAL ELEVATOR	MAY MONTHLY ELEVATOR SERV	16.08
		RICOH USA INC	PW C85075929	84.50
			CD C85075926	131.47
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	239.87
		PITNEY BOWES	3 INK CARTRIDGES	61.19
		ICMA RC	EMPLOYEE DEDUCTIONS	39.22
		SCHULTE SUPPLY INC	SADDLES AND CORPS	488.00
			SADDLES AND CORPS	461.00
			SADDLES AND CORPS	488.00
			SADDLES AND CORPS	97.60
			SADDLES AND CORPS	390.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	742.13
			MEDICARE	173.53
			TOTAL:	118,256.58
SEWER	WATER/SEWER FUND	RICOH USA INC	PW C85075929	10.31
			CD C85075926	38.00
		ETS CORPORATION	MONTHLY CREDIT CARD FEES	1,013.10
			MONTHLY CREDIT CARD FEES	534.66
		UMB BANK-HSA	HSA - GRAIN VALLEY, MO	356.43
		STANDARD INSURANCE CO	MAY 2016 STANDARD LIFE	79.80
		GENERAL ELEVATOR	MAY MONTHLY ELEVATOR SERV	16.08
		RICOH USA INC	PW C85075929	84.50
			CD C85075926	131.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	239.87
		PITNEY BOWES	3 INK CARTRIDGES	61.19
		ICMA RC	EMPLOYEE DEDUCTIONS	39.22
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	742.04
			MEDICARE	173.58_
			TOTAL:	3,520.25
NON-DEPARTMENTAL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	149.61
			PPO	33.79
			PPO	304.03
			HSA	517.59
			HSA	996.30
			HSA	104.37
		KCMO CITY TREASURER	KC EARNINGS TAX WH	41.89
		DELTA DENTAL OF MO LOCKBOX	DENTAL	75.21
			DENTAL	131.80
			DENTAL	76.52
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	270.00
		HAMPEL OIL INC	CJC FUEL	490.10
			CJC FUEL	202.73
		AFLAC	AFLAC AFTER TAX	71.37
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	249.70
			AFLAC-W2 DD PRETAX	216.69
		HOPE HOUSE	APRIL 16 DOMESTIC VIOLENCE	444.00
		MO DEPT OF REVENUE	APRIL 16 CVC FUND	805.69
		MO DEPT OF PUBLIC SAFETY	APRIL 16 TRAINING FUND	113.00
		VISION SERVICE PLAN - IC	VISION	36.16
			VISION	19.44
			VISION	29.14
			VISION	8.85_
			TOTAL:	5,394.76
HR/CITY CLERK	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	97.21
		US HEALTHWORKS	PETERSON SCREENING	43.00
		OFFICE DEPOT	PAPER/LABEL	21.93
		PERFORMANCE PRINTING INC	MURPHY/PARRISH/SELCK BUSIN	31.25
		CBIZ PAYROLL	MAY 16 COBRA	61.72
		KRC ENTERPRISES LLC	BELLMYER DRUG TESTING	168.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	9.18
		MOCCFOA	PARRISH/HOLLAND MOCCFOA D	50.00_
			TOTAL:	482.29
INFORMATION TECH	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	4.61
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	3.20
		AMAZON.COM	IOGEAR 2 PORT USB KVM SWIT	16.49
		DELTA DENTAL OF MO LOCKBOX	DENTAL	0.44_
			TOTAL:	24.74
BLDG & GRDS	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.80
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	64.35
		ENVIROSTAR WASTE SERVICE INC	APRIL 16 DISPOSAL	99.36
		PROGRESSIVE ELECTRONICS	2ND QTR MONITORING	117.60
		DELTA DENTAL OF MO LOCKBOX	DENTAL	17.92_
			TOTAL:	587.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_	
ADMINISTRATION	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	297.09	
			HSA	140.56	
			HSA	46.29	
		GV CHAMBER OF COMMERCE	HARRINGTON	10.00	
			HOLLAND	10.00	
			HUNT	10.00	
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	272.20	
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	15.33	
		OFFICE DEPOT	PAPER/LABEL	27.50	
		CHEDDARS RESTAURANT #8002	EDC MEETING WITH MOSS/MARC	30.06	
		DELTA DENTAL OF MO LOCKBOX	DENTAL	29.53	
			DENTAL	13.24	
			DENTAL	4.37	
		HOULIHANS 156	MARKETING DISC WITH KRISTA	20.60	
		FAIRFIELD INN & SUITES BRANSON	BEALE LODGING	148.98	
			HUNT LODGING	148.98	
		ICSC	1473171 MEMBERSHIP DUES	100.00	
			HUNT REGISTRATION	570.00	
			HARRINGTON REGISTRATION	570.00	
		AMERICAN AIRLINES VACATIONS	HUNT/HARRINGTON FLIGHT REC	1,489.58	
		PAYPAL.COM	2016 GKC ASPA AWARDS BREAK	30.00	
		MISCELLANEOUS	HUNT: PAID WITH CITY CARD/	50.00	
		HOPE HOUSE	HOPE HOUSE FUNDRAISER EVEN	250.00	
		VISION SERVICE PLAN - IC	VISION	7.36	
				TOTAL:	4,291.67
		ELECTED	GENERAL FUND	FRANKLIN BRONZE PLAQUES	ALLEN LEFKO PARKING LOT DE
	TOTAL:				450.00
FINANCE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	191.00	
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	189.14
			DELTA DENTAL OF MO LOCKBOX	DENTAL	8.96
		MO DEPT OF REVENUE	DENTAL	12.28	
			APR 16 MONTHLY SALES TAX	35.00	
			TOTAL:	436.38	
COURT	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78	
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	140.31
		DELTA DENTAL OF MO LOCKBOX	DENTAL	24.26	
		ROSS MILLER CLEANERS	APRIL 16 CLEANING	27.00	
			TOTAL:	381.35	
VICTIM SERVICES	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	275.17	
			MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	110.55
		DELTA DENTAL OF MO LOCKBOX	DENTAL	25.92	
			TOTAL:	411.64	
FLEET	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	189.78	
			UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	4.94
				PW/WOLTZ UNIFORMS	4.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	135.49	
		ADVANCE AUTO PARTS	2) BATTERY TENDER	61.90	
		OREILLY AUTOMOTIVE INC	WHEEL WEIGHT	8.27	
			2) 30Z SILICONE	12.58	
			WIRE LOOM/RAZOR BLADE	25.15	
			OIL FILTER	48.00	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			WIRE LOOM	28.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	24.26_
			TOTAL:	543.32
POLICE	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	275.17
			PPO	389.04
			HSA	825.51
			HSA	1,897.80
			HSA	1,945.20
			HSA	294.16
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,092.97
			MONTHLY CONTRIBUTIONS	367.76
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	18.98
		ADVANCE AUTO PARTS	OIL 10W30/OIL FILTER/AIR F	34.72
		WALMART COMMUNITY	CLAY TARGETS	11.88
		OFFICE DEPOT	PAPER/PEN/MARKER/OPENER	83.85
		DELTA DENTAL OF MO LOCKBOX	DENTAL	77.76
			DENTAL	161.28
			DENTAL	160.65
			DENTAL	97.04
		LAW ENFORCEMENT SEMINARS LLC	PALECEK: BACKGROUND INVEST	325.00
		LEXISNEXIS RISK DATA MGMT INC	APRIL 16 ACTIVITY	50.00
		MISCELLANEOUS	DOUGLAS COUNTY DISTRICT CO	11.50
		LEES SUMMIT	KEY-BLANK	32.68
		ULINE	5 QUART SHARPS CONTAINER	52.28
		COUNTY LINE AUTO PARTS	L FRONT SPINDLE	35.00-
			07 CROWN VIC FRONT SPINDLE	35.00-
			11 CROWN VIC FRONT SPINDLE	35.00-
			2011 TAHOE FRONT SEAT	300.00
		ROSS MILLER CLEANERS	APRIL 16 CLEANING	39.00
		MIDWEST POLICE CONSULTANTS LLC	MIDWEST POLICE CONSILTANTS	399.00
		REJIS COMMISSION	APRIL 16 LEWEB SUBS SERVIC	72.07_
			TOTAL:	10,910.30
ANIMAL CONTROL	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	104.11_
			TOTAL:	293.89
PLANNING & ENGINEERING	GENERAL FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	426.51
			HSA	294.39
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	458.34
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	68.62
		PERFORMANCE PRINTING INC	MURPHY/PARRISH/SELCK BUSIN	62.50
		GALAXY AUDIO	CHECKMATE 150 SPL METER	35.09
		DELTA DENTAL OF MO LOCKBOX	DENTAL	14.26
			DENTAL	45.72_
			TOTAL:	1,405.43
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	US POSTAL SERVICE	GRAIN VALLEY FAIR 6MONTH B	51.00
		PERFORMANCE PRINTING INC	HARRINGTON BUSINESS CARDS	51.25
		PAY.GOV	FORM 1023 EZ	400.00_
			TOTAL:	502.25
NON-DEPARTMENTAL	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	149.61
			HSA	179.16
		KCMO CITY TREASURER	KC EARNINGS TAX WH	16.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		PETTY CASH	REFUND TO JESSIE COOPER	6.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	16.31
			DENTAL	26.36
			DENTAL	1.16
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.03
			AFLAC-W2 DD PRETAX	20.99
		VISION SERVICE PLAN - IC	VISION	6.61_
			TOTAL:	440.99
PARK ADMIN	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	HSA	58.24
			HSA	577.26
			HSA	56.22
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	414.24
		WALMART COMMUNITY	DIPPIN STIX/MOUNTING TP	8.64
		OFFICE DEPOT	PAPER/LABEL	13.75
		DELTA DENTAL OF MO LOCKBOX	DENTAL	5.79
			DENTAL	28.46
			DENTAL	3.54
			DENTAL	32.13
			DENTAL	2.39
		VISION SERVICE PLAN - IC	VISION	1.44_
			TOTAL:	1,202.10
PARKS STAFF	PARK FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	275.17
			HSA	189.78
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	232.53
		ORI	ORI PORTABLE RR HANDICAP	110.00
		VALLEY OUTDOOR EQUIPMENT	6) BLADE JOHN DEERE GATOR	171.54
		ENVIROSTAR WASTE SERVICE INC	APRIL 16 DISPOSAL	55.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	35.84
		KORNIS ELECTRIC SUPPLY INC	ARMSTRONG BALLFIELD REMOTE	58.95
		TRI STAR SEED CO	MARKING DUST	222.20
		LAWN & LEISURE	FOLDING SAW	34.99_
			TOTAL:	1,386.00
RECREATION	PARK FUND	WALMART COMMUNITY	DIPPIN STIX/MOUNTING TP	23.92
			CONCESSION PRODUCTS	65.46
		SWANK MOTION PICTURES INC	WUDESCREEN DVD:MOVIE IN TH	403.00_
			TOTAL:	492.38
COMMUNITY CENTER	PARK FUND	CLARKS TOOL & EQUIPMENT	1/4" DRIVE X 5MM HEX DRIVE	11.30
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	131.43
		STAPLES ADVANTAGE	SALES TAX CREDIT	4.24-
			FRONT DESK WEBCAM	54.23
		ETS CORPORATION	MONTHLY CREDIT CARD FEES	2.87-
		OFFICE DEPOT	PAPER/LABEL	13.75
		ENVIROSTAR WASTE SERVICE INC	APRIL 16 DISPOSAL	55.00
			APRIL 16 DISPOSAL	43.20
		AUTHORIZE.NET	APR SIGNUPS	44.80
		DELTA DENTAL OF MO LOCKBOX	DENTAL	17.92
		GLOBAL EQUIPMENT CO INC	LEATHER SLED BASE SIDE CHA	114.81
		QUILL CORPORATION	LOTA MULTI PURPOSE SIDE CH	159.99_
			TOTAL:	639.32
POOL	PARK FUND	VITAL SIGNS OF KC LLC	POOL SIGNS	35.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	35.00
NON-DEPARTMENTAL	TRANSPORTATION	BLUE CROSS BLUE SHIELD OF KC	PPO	29.92
			HSA	55.51
			HSA	119.55
			HSA	20.87
		KCMO CITY TREASURER	KC EARNINGS TAX WH	3.60
		DELTA DENTAL OF MO LOCKBOX	DENTAL	9.65
			DENTAL	15.81
			DENTAL	2.35
		AFLAC	AFLAC PRETAX	6.28
			AFLAC-W2 DD PRETAX	8.05
		VISION SERVICE PLAN - IC	VISION	1.11
			VISION	5.82
			VISION	1.77
			TOTAL:	280.29
TRANSPORTATION	TRANSPORTATION	BLUE CROSS BLUE SHIELD OF KC	PPO	55.04
			HSA	178.87
			HSA	169.89
			HSA	233.42
			HSA	58.83
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	18.47
			PW/WOLTZ UNIFORMS	18.16
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	331.69
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	12.87
		ADVANCE AUTO PARTS	BAT BOLT SIDE TERM/BAT SID	1.70
			40) OIL 15W40-ROTELLA	103.92
			20) OIL 15W40-ROTELLA	51.96
			BATTERY-LAWN/GARDEN	10.19
			BATTERY-LAWN/GARDEN	10.19
		VALLEY OUTDOOR EQUIPMENT	KIT, 15/20 AMP STATOR	16.97
		OFFICE DEPOT	PENCIL POUCH/PEN	6.37
		SHOW ME READY MIX LLC	3) HAUL RATE MO	360.50
		OREILLY AUTOMOTIVE INC	PAINT	1.59
			W/S PRIMER/URETHANE	9.30
			3) ROCKER SWTICH	7.49
			BATTERY	7.09
			BATT CABLE	0.87
		INTERSTATE ALL BATTERY CENTER	1.5V ALK AA WORKAHOLIC 24	14.18
		PROGRESSIVE ELECTRONICS	2ND QTR MONITORING	10.08
		DELTA DENTAL OF MO LOCKBOX	DENTAL	16.85
			DENTAL	8.87
			DENTAL	19.28
			DENTAL	4.85
		VANCE BROTHERS INC	SPRAY TIPS	22.50
			FINE MIX	156.00
		EMPIRE ELECTRIC SERVICES & TECHNOLOGIE	LABOR TO CHG CORD ASPHALT	16.00
		FASTENAL COMPANY	NEMESIS/TRGRSPRULRA/POLYBT	12.38
		911 CUSTOM	A-RTM-101LP-22 IN LOW PROF	43.60
		FAIRFIELD INN & SUITES BRANSON	BEALE LODGING	29.80
			HUNT LODGING	29.80
		HOME DEPOT CREDIT SERVICES	100 PK SINGLE EDGE BLADES	8.98
			50LB COMMERCIAL GRADE PATC	65.82
			50LB COMMERCIAL GRADE PATC	38.40
			WHITE SHELF/CLOTHES LINE	3.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		CHUX TRUX	FX RUNNING BOARDS	47.00
		OAK GROVE RENTAL INC	SEWER CAMERA MONITOR	30.00
			CON FLOOR SAW	190.00_
			TOTAL:	2,309.05
NON-DEPARTMENTAL	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	119.69
			HSA	272.54
			HSA	478.23
			HSA	187.87
		KCMO CITY TREASURER	KC EARNINGS TAX WH	24.60
		DELTA DENTAL OF MO LOCKBOX	DENTAL	47.43
			DENTAL	63.27
			DENTAL	25.81
		AFLAC	AFLAC PRETAX	37.40
			AFLAC-W2 DD PRETAX	64.32
		VISION SERVICE PLAN - IC	VISION	11.55
			VISION	23.32
			VISION	7.08_
			TOTAL:	1,363.11
WATER	WATER/SEWER FUND	BLUE CROSS BLUE SHIELD OF KC	PPO	110.07
			HSA	116.48
			HSA	439.08
			HSA	613.98
			HSA	466.85
			HSA	264.75
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	36.93
			PW/WOLTZ UNIFORMS	36.33
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	967.94
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	25.73
		ADVANCE AUTO PARTS	BAT BOLT SIDE TERM/BAT SID	3.41
			40) OIL 15W40-ROTELLA	207.84
			20) OIL 15W40-ROTELLA	103.92-
			BATTERY-LAWN/GARDEN	20.36
			BATTERY-LAWN/GARDEN	20.36-
		VALLEY OUTDOOR EQUIPMENT	KIT, 15/20 AMP STATOR	33.93
		VANCO SERVICES LLC	APRIL 16 GATEWAY ES20605	54.25
		OFFICE DEPOT	PAPER/LABEL	14.24
			PENCIL POUCH/PEN	12.76
		ENVIROSTAR WASTE SERVICE INC	APRIL 16 DISPOSAL	36.72
		OREILLY AUTOMOTIVE INC	PAINT	3.20
			W/S PRIMER/URETHANE	18.60
			3) ROCKER SWTICH	14.99
			BATTERY	14.20
			BATT CABLE	1.73
		INTERSTATE ALL BATTERY CENTER	1.5V ALK AA WORKAHOLIC 24	28.36
		PROGRESSIVE ELECTRONICS	2ND QTR MONITORING	20.16
		MISSOURI ONE CALL SYSTEM INC	APR 300 LOCATES	390.00
		BLUE SPRINGS WINWATER CO	REPAIR CLAMP DIOD	480.00
		S & S PRINTING	2500) 10# WINDOW ENVELOPES	165.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	11.58
			DENTAL	41.36
			DENTAL	40.10
			DENTAL	38.55
			DENTAL	26.62
		EMPIRE ELECTRIC SERVICES & TECHNOLOGIE	LABOR TO CHG CORD ASPHALT	32.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		FASTENAL COMPANY	NEMESIS/TRGRSPRULRA/POLYBT	24.78
		911 CUSTOM	A-RTM-101LP-22 IN LOW PROF	87.20
		SHELBY #101	FUEL: SEMA CONF	9.51
		FAIRFIELD INN & SUITES BRANSON	BEALE LODGING	59.59
			HUNT LODGING	59.59
		HOME DEPOT CREDIT SERVICES	100 PK SINGLE EDGE BLADES	17.94
			HARMONY HOME SOD 9 SQ FT	23.92-
			HARMONY HOME SOD 9 SQ FT	23.92
			WHITE SHELF/CLOTHES LINE	7.15
		CHUX TRUX	FX RUNNING BOARDS	94.00
		OAK GROVE RENTAL INC	SEWER CAMERA MONITOR	60.00
		AES LAWNPARTS	STARTER-RECOIL	45.36
		MIRROR IMAGE EXPRESS CARWASH	MONTHLY REOCCURRING FEE	15.50
		TYLER TECHNOLOGIES INC	JUNE MONTHLY FEES	97.00
		NEPTUNE TECHNOLOGY GROUP INC	12) ANTENNA ASSY 20' CABLE	346.50
		SCHULTE SUPPLY INC	5/8 X3/4 RESETTER BALL VAL	225.30
		VISION SERVICE PLAN - IC	VISION	2.88
			TOTAL:	5,816.12
SEWER	WATER/SEWER FUND	CITY OF BLUE SPRINGS	JAN-MAR 2016 SEWER USAGE	103,379.14
		BLUE CROSS BLUE SHIELD OF KC	PPO	110.06
			HSA	116.49
			HSA	439.08
			HSA	613.99
			HSA	466.85
			HSA	264.74
		UNIFIRST CORPORATION	PW/WOLTZ UNIFORMS	36.93
			PW/WOLTZ UNIFORMS	36.33
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	967.89
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES/JANITORIA	25.73
		ADVANCE AUTO PARTS	BAT BOLT SIDE TERM/BAT SID	3.41
			40) OIL 15W40-ROTELLA	207.84
			20) OIL 15W40-ROTELLA	103.92-
			BATTERY-LAWN/GARDEN	20.36
			BATTERY-LAWN/GARDEN	20.36-
		VALLEY OUTDOOR EQUIPMENT	KIT, 15/20 AMP STATOR	33.93
		VANCO SERVICES LLC	APRIL 16 GATEWAY ES20605	54.25
		OFFICE DEPOT	PENCIL POUCH/PEN	12.76
		ENVIROSTAR WASTE SERVICE INC	APRIL 16 DISPOSAL	36.72
		RED MUNICIPAL AND INDUSTRIAL EQUIPMENT	3) PAWL, LEVELWIND, LAMP LAT	197.90
		OREILLY AUTOMOTIVE INC	PAINT	3.20
			W/S PRIMER/URETHANE	18.60
			3) ROCKER SWTICH	14.99
			BATTERY	14.20
			BATT CABLE	1.73
		INTERSTATE ALL BATTERY CENTER	1.5V ALK AA WORKAHOLIC 24	28.36
		PROGRESSIVE ELECTRONICS	2ND QTR MONITORING	20.16
		BLUE SPRINGS WINWATER CO	8) CS 102 MANHOLE JOINT SE	64.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	11.59
			DENTAL	41.35
			DENTAL	40.10
			DENTAL	38.56
			DENTAL	26.64
		EMPIRE ELECTRIC SERVICES & TECHNOLOGIE	LABOR TO CHG CORD ASPHALT	32.00
		FASTENAL COMPANY	NEMESIS/TRGRSPRULRA/POLYBT	24.78
		911 CUSTOM	A-RTM-101LP-22 IN LOW PROF	87.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		SHELBY #101	FUEL: SEMA CONF	9.51
		FAIRFIELD INN & SUITES BRANSON	BEALE LODGING	59.59
			HUNT LODGING	59.59
		HOME DEPOT CREDIT SERVICES	100 PK SINGLE EDGE BLADES	17.94
			WHITE SHELF/CLOTHES LINE	7.15
		CHUX TRUX	FX RUNNING BOARDS	94.00
		OAK GROVE RENTAL INC	SEWER CAMERA MONITOR	60.00
		MIRROR IMAGE EXPRESS CARWASH	MONTHLY REOCCURING FEE	15.50
		TYLER TECHNOLOGIES INC	JUNE MONTHLY FEES	97.00
		VISION SERVICE PLAN - IC	VISION	2.89_
			TOTAL:	107,790.75
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	35.09
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	463.16
		VISA-CARD SERVICES 0139	VISA-CARD SERVICES 0139	896.49
		VISA-CARD SERVICES 0749	VISA-CARD SERVICES 0749	3,777.18
		VISA-CARD SERVICES 1028	VISA-CARD SERVICES 1028	497.79

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	WATER/SEWER FUND	BURGE, CAROL A	US REFUNDS	81.50
		FLYNN, LA RHOND	US REFUNDS	65.54
		KLUBEK, BELVA	US REFUNDS	50.91
		COOPER, RUTH	US REFUNDS	83.67
		SEVERYN, BOBI	US REFUNDS	61.71
		NEWGAARD, MORGA	US REFUNDS	60.56
		HAGEN, CHRIS	US REFUNDS	31.08
		PROCTOR, MARTIN	US REFUNDS	31.08
		KRUEGER, MATTHE	US REFUNDS	66.02
		LLOYD, JEFFREY	US REFUNDS	12.62
		DAVIS, GREGG	US REFUNDS	15.54
		WALDOR, ANDRE	US REFUNDS	15.54
		JOHNSON, DIANA	US REFUNDS	4.74
		BASSICK, NANCY	US REFUNDS	83.67
		KNUTSON, ALLISO	US REFUNDS	7.96
		MILLS, CHRISTIN	US REFUNDS	15.12
		KELLY, ANITA	US REFUNDS	32.95
		DEBERRY, BRETT	US REFUNDS	37.13
		FOLKERS, CHARLI	US REFUNDS	69.97
		STONER, BETTY J	US REFUNDS	33.67
			TOTAL:	6,530.69

===== FUND TOTALS =====

100	GENERAL FUND	52,803.27
170	TOURISM TAX FUND	502.25
200	PARK FUND	39,787.77
210	TRANSPORTATION	13,804.48
300	MKT PLACE TIF-PR#2	463.05
600	WATER/SEWER FUND	243,713.40
999	POOLED CASH FUND	5,669.71
-----		
	GRAND TOTAL:	356,743.93
-----		

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 4/30/2016 THRU 5/13/2016  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PAYROLL SELECTION

PAYROLL EXPENSES: NO  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: C O U N C I L R E P O R T  
SIGNATURE LINES: 0  
-----

PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM: YES  
-----

# *Presentations*

INTENTIONALLY LEFT BLANK



# *Ordinances*

INTENTIONALLY LEFT BLANK

**CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN AGENDA ITEM**

<b>MEETING DATE</b>	05/09/2016 & 05/23/2016	
<b>BILL NUMBER</b>	B16-10	
<b>AGENDA TITLE</b>	<p><b>AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES USE TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY OF GRAIN VALLEY FOR THEIR CONSIDERATION AT A SPECIAL ELECTION TO BE HELD CONCURRENTLY WITH THE PRIMARY ELECTION CALLED, AND TO BE HELD, IN THE CITY ON AUGUST 2, 2016; PROPOSING THE FORM OF THE BALLOT TO BE EMPLOYED AT SAID ELECTION; AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION</b></p>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ryan Hunt, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$15,000
	Budget Line Item:	100-11-78400
	Balance Available:	\$7,100
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To approve a ballot issue for the August 2, 2016 election	

<p><b>BACKGROUND</b></p>	<p>A use tax is a sales tax that is paid by Missouri residents on out of state purchases. A “use tax” has been collected by Grain Valley on out of state purchases of vehicles, trailers, boats and outboard motors for as long as the sales taxes have been in place. This tax is collected at the time of licensing by the State in the same manner as local sales taxes and is the same rate. In 2012 the Missouri Supreme Court changed an interpretation of a statute and found that the use tax collected under Section 144.020(1) was not authorized by law in the decision of <i>Street vs. Director of Revenue</i>, 361 S.W.3d 355 (Mo. 2012). Without legislative action, Missouri dealers of vehicles, trailers, boats and outboard motors could be at a competitive disadvantage as out of state purchases would not be subject to the same amount of tax as instate purchases. The legislature enacted Senate Bill 182 in 2013 which re-imposed the tax and allowed cities an opportunity to obtain voter approval to continue the use tax past March 1, 2017. An election must be held by November 2016. There is no opportunity to bring the issue back to the voters after November 2016.</p>
<p><b>SPECIAL NOTES</b></p>	<p>The City of Grain Valley is at risk of losing approximately \$63,000 from the use tax if the continuation is not approved. Those funds are used to pay for services to the citizens. This loss of revenue would likely impact delivery of City services to residents.</p>
<p><b>ANALYSIS</b></p>	<p>If the use tax continuation is approved there will be no change in the tax as it is currently collected. If the voters do not vote to continue the tax, collection will end March 1, 2017. State legislation included the proposed ballot language which asks if the City should cease collection of the use tax. A vote of “yes” discontinues the tax. A vote of “no” continues the tax. The ballot language follows the statute.</p>
<p><b>PUBLIC INFORMATION PROCESS</b></p>	<p>Notice of City of Grain Valley, Missouri Special Election will be posted in the Blue Springs Examiner twice, (the first occurring in the second week prior to the election; and the second publication occurring within one week prior to the election); outside City Hall; and on the City’s webpage.</p>

<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff recommends approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance & Notice of Special Election

INTENTIONALLY LEFT BLANK

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B16-10

ORDINANCE NO.  
SECOND READING  
FIRST READING

---

*May 23, 2016*

---

*May 09, 2016 (6-0)*

---

INTRODUCED BY:  
*ALDERMAN STANLEY*

**AN ORDINANCE PROVIDING FOR SUBMISSION OF A PROPOSAL TO DISCONTINUE APPLICATION AND COLLECTION OF THE LOCAL SALES USE TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER TO THE QUALIFIED VOTERS OF THE CITY OF GRAIN VALLEY FOR THEIR CONSIDERATION AT A SPECIAL ELECTION TO BE HELD CONCURRENTLY WITH THE PRIMARY ELECTION CALLED, AND TO BE HELD, IN THE CITY ON AUGUST 2, 2016; PROPOSING THE FORM OF THE BALLOT TO BE EMPLOYED AT SAID ELECTION; AND DIRECTING THE CITY CLERK TO DO ALL THINGS CALLED FOR BY LAW IN CONNECTION WITH THE HOLDING OF SAID ELECTION**

**WHEREAS**, the City of Grain Valley has not previously approved and imposed a local use tax under Section 144.757, RSMo; and

**WHEREAS**, the City of Grain Valley, Missouri is required under the provisions of Section 32.087 RSMo, to submit to the qualified voters the question of continuing or repealing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; and

**WHEREAS**, the City of Grain Valley, Missouri is required to submit the questions to its voters no later than the general election on November 8, 2016.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** Pursuant to the provisions of Sections 32.087 RSMo, the Board of Aldermen of the City of Grain Valley, Missouri has determined that it would be appropriate to submit the determination of the issue of whether to continue or repeal application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that are subject to state sales tax under Section 144.020 RSMo, and purchased from a source other than a licensed Missouri dealer, to the voters.

**Section 2:** This proposition shall be submitted to the qualified voters of the City of Grain Valley, Missouri, for their consideration, as required by the provisions of Section 32.087 RSMo, at the election to be held concurrently with the primary election held on Tuesday, August 2, 2016. The form of Notice of Special Election containing the question of approval of the Ordinance, a copy of which is attached hereto and made a part hereof, is hereby approved. The City Clerk is hereby authorized and directed to notify the Jackson County Board of Election Commissioners of Jackson County, Missouri, of the passage of this Ordinance no later than 4:00 P.M. on May 24, 2016, and to include in said notification all of the terms and provisions required by Chapter 115 RSMo, and state law.

[B16-10]

**Section 3:** That the Board of Election Commissioners of Jackson County, Missouri, be and hereby is, authorized and directed to give notice of said election by causing to be published in one newspaper published in the City of Grain Valley and qualified by laws for the publication of such notice under Chapter 493 RSMo, as amended, there being only one so qualified newspaper within the bounds of the City; said notice to be published twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to said election.

**Section 4:** That the Board of Election Commissioners of Jackson County, Missouri, shall provide the ballot and ballot labels, conduct the election and cause the results thereof to be certified to the Board of Aldermen as provided by law.

**Section 5:** That the ballots to be used at said election shall be in substantially the following form:

**SAMPLE BALLOT  
FOR SPECIAL ELECTION  
IN THE CITY OF GRAIN VALLEY, MISSOURI  
ON TUESDAY, AUGUST 2, 2016**


**CITY OF GRAIN VALLEY QUESTION 1**

Shall the City of Grain Valley, Missouri discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

Approval of this measure will result in a reduction of local revenue to provide for vital services for the City of Grain Valley and it will place Missouri dealers of motor vehicles, trailers, boats, and outboard motors at a competitive disadvantage to non-Missouri dealers of motor vehicles, trailers, boats, and outboard motors.

Yes       No

**INSTRUCTION TO VOTERS**

Using blue or black ink, completely fill in the box next to the question response of your choice like this:  Fill in the box completely.

**Section 6:** If the ballot question set forth in Section 5 of this ordinance receives a majority of the votes cast in favor of the proposal, the local sales tax shall cease to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer. The effective date of the cessation shall be the first day of the second calendar quarter after the election. If a majority of the votes cast are opposed to the ballot question then the local sales tax shall continue to apply to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer.

**Section 7:** Within ten days after approval or disapproval of such ballot proposition, the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States



Registered mail or Certified mail, a certified copy of this ordinance, along with a map of the City of Grain Valley, clearly showing the boundaries thereof.

**Section 8:** That the City Clerk shall deliver to the Board of Election Commissioners of Jackson County, Missouri, a certified copy of this Ordinance which shall be the authority for said Board to conduct said election as hereinbefore provided and as provided by law.

**Section 9:** That the City Clerk is further authorized to do all other things called for by law in connection with the holding of said election.

**Section 10:** This Ordinance shall be in full force and effect from and after its passage and approval.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD \_\_\_\_\_  
ALDERMAN JOHNSTON \_\_\_\_\_  
ALDERMAN STANLEY \_\_\_\_\_  
MAYOR \_\_\_\_\_  
*(in the event of a tie only)*

ALDERMAN HEADLEY \_\_\_\_\_  
ALDERMAN PALECEK \_\_\_\_\_  
ALDERMAN WEST \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
James Cook  
City Attorney

\_\_\_\_\_  
Mike Todd  
Mayor

ATTEST:

\_\_\_\_\_  
Cheney Parrish  
City Clerk

INTENTIONALLY LEFT BLANK

NOTICE OF SPECIAL ELECTION

CITY OF GRAIN VALLEY, MISSOURI

Notice is hereby given to the qualified voters of the City of Grain Valley, Missouri, that the Board of Aldermen of the City has called a special election to be held in the City on August 2, 2016, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT

SPECIAL ELECTION

CITY OF GRAIN VALLEY, MISSOURI

August 2, 2016

CITY OF GRAIN VALLEY QUESTION 1


Shall the City of Grain Valley, Missouri discontinue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer?

Approval of this measure will result in a reduction of local revenue to provide for vital services for the City of Grain Valley and it will place Missouri dealers of motor vehicles, trailers, boats and outboard motors, at a competitive disadvantage to non-Missouri dealers of motor vehicles, trailers, boats and outboard motors.

Yes

No

INSTRUCTION TO VOTERS

Using blue or black ink, completely fill the box next to the question response of your choice like this:  Fill in the box completely.

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jackson County Board of Election  
Commissioners

INTENTIONALLY LEFT BLANK

# *Resolutions*

INTENTIONALLY LEFT BLANK

**CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN AGENDA ITEM**

<b>MEETING DATE</b>	May 23, 2016	
<b>BILL NUMBER</b>	R16-30	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING NORM COMBS TO THE GRAIN VALLEY PARK BOARD FOR A THREE YEAR TERM</b>	
<b>REQUESTING DEPARTMENT</b>	Parks & Recreation	
<b>PRESENTER</b>	Shannon Davies, Director of Parks and Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To maintain the 9 seats on the Grain Valley Park Board per state statute.	
<b>BACKGROUND</b>	N/A	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	None	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Park Board	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*May 23, 2016*

RESOLUTION NUMBER  
R16-30

SPONSORED BY  
*ALDERMAN PALECEK*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING NORM COMBS TO THE GRAIN VALLEY PARK BOARD FOR A THREE YEAR TERM**

**WHEREAS**, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

**WHEREAS**, prescribed by State Statute and the Ordinances of the City of Grain Valley, the Grain Valley Park Board was formed; and

**WHEREAS**, Norm Combs is a duly qualified citizen of Grain Valley and desires to serve his community by participating on the Park Board; and

**WHEREAS**, the Mayor of Grain Valley, Mike Todd, wishes to reappoint Norm Combs to the Park Board.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of Norm Combs to the Grain Valley Park Board.

**SECTION 2:** Norm Combs is reappointed to a three year term.

*PASSED and APPROVED, via voice vote, (-) this 23<sup>rd</sup> day of May, 2016.*

---

Mike Todd  
Mayor

ATTEST:

---

Cheney Parrish  
City Clerk



**CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN AGENDA ITEM**

<b>MEETING DATE</b>	May 23, 2016	
<b>BILL NUMBER</b>	R16-31	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING JOHN SAVALA TO THE GRAIN VALLEY PARK BOARD FOR A THREE YEAR TERM</b>	
<b>REQUESTING DEPARTMENT</b>	Parks & Recreation	
<b>PRESENTER</b>	Shannon Davies, Director of Parks and Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To maintain the 9 seats on the Grain Valley Park Board per state statute.	
<b>BACKGROUND</b>	N/A	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	None	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Park Board	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*May 23, 2016*

RESOLUTION NUMBER  
R16-31

SPONSORED BY  
*ALDERMAN PALECEK*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING JOHN SAVALA TO THE GRAIN VALLEY PARK BOARD FOR A THREE YEAR TERM**

**WHEREAS**, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizen participants; and

**WHEREAS**, prescribed by State Statute and the Ordinances of the City of Grain Valley, the Grain Valley Park Board was formed; and

**WHEREAS**, John Savala is a duly qualified citizen of Grain Valley and desires to serve his community by participating on the Park Board; and

**WHEREAS**, the Mayor of Grain Valley, Mike Todd, wishes to reappoint John Savala to the Park Board.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of John Savala to the Grain Valley Park Board.

**SECTION 2:** John Savala is reappointed to a three year term.

*PASSED and APPROVED, via voice vote, (-) this 23<sup>rd</sup> day of May, 2016.*

---

Mike Todd  
Mayor

ATTEST:

---

Cheney Parrish  
City Clerk

**CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN AGENDA ITEM**

<b>MEETING DATE</b>	05/23/2016	
<b>BILL NUMBER</b>	R16-32	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE LEASE AGREEMENT WITH STAR ACQUISITIONS, INC.</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ryan Hunt, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To enter into a lease for the referenced property owned by Star Acquisitions, Inc. allowing the premise to be used and maintained as a public parking lot.	
<b>BACKGROUND</b>	The City had a lease with the previous owner of the property. Now that Star Acquisitions has purchased the property, we are entering into a new lease with similar terms.	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	None	
<b>PUBLIC INFORMATION PROCESS</b>	Not Applicable	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Not Applicable	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution & Lease Agreement

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*May 23, 2016*

RESOLUTION NUMBER  
R16-32

SPONSORED BY  
*ALDERMAN WEST*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A REAL ESTATE LEASE AGREEMENT WITH STAR ACQUISITIONS, INC.**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri are committed to providing its citizens with economic development and effective services; and

**WHEREAS**, the Board of Aldermen authorize the Mayor to enter into a lease agreement allowing for property to be used and maintained for public property; and

**WHEREAS**, the Board of Aldermen believe this is in the best interest of the business community and the City.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Aldermen of the City of Grain Valley, Missouri as follows:

**SECTION 1:** The Mayor is hereby authorized to enter into a lease agreement with STAR Acquisitions, Inc., as attached herein as Exhibit "A".

*PASSED and APPROVED, via voice vote, ( - ) this 23<sup>rd</sup> day of May, 2016.*

---

Mike Todd  
Mayor

ATTEST:

---

Chen y Parrish  
City Clerk

INTENTIONALLY LEFT BLANK

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between STAR ACQUISITIONS, INC., a Missouri corporation (the “Landlord”) and the CITY OF GRAIN VALLEY, MISSOURI, a municipal corporation (the “Tenant”).

**ARTICLE I- PREMISES**

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of that certain tract, piece or parcel of land described on **Exhibit A** attached hereto and hereby made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or pertaining thereto (the “Premises”).

**ARTICLE II- TERM**

The term of this Agreement shall commence as of the date provided in Article XX (the “Commencement Date”) and, subject to failure of the conditions terminating the Agreement set forth in ARTICLE XVII of the Agreement, shall continue for a period of thirty (30) years from the Commencement Date unless earlier terminated by the parties. Notwithstanding the foregoing, the obligation to pay rent reserved in ARTICLE III of this Agreement shall commence on the Commencement Date.

**ARTICLE III- RENT**

3.1 **Definition:** As used herein, the term “rent” shall include the annual rent set forth in Section 3.2 of this Agreement and all other sums which shall at any time during the term of this Agreement be due and payable from Tenant to Landlord.

3.2 **Rent During Original Term:** Beginning on the Commencement Date, Tenant, subject to annual appropriation by its governing body, shall pay Landlord the following sums:

\$10 per year

---

---

---

3.3 **Payment of Rent:** All rent shall be paid on the Commencement Date and annually thereafter on the anniversary of the Commencement Date and shall be sent to Landlord at the address set forth in Section 21.1 of this Agreement or such other address as Landlord shall designate by written notice to Tenant.

**ARTICLE IV- USE OF PREMISES**

The Premises shall be used as a public parking lot and necessary drive lanes for the proper operation of a public parking lot.

## ARTICLE V- TAXES AND UTILITY EXPENSES

Commencing with the Commencement Date and for the balance of the term hereof, Landlord shall pay and discharge punctually when the same shall become due and payable, all general and special real property taxes and assessments which shall be assessed or levied against the Premises. Tenant's status as a political subdivision shall in no way create an exemption from the payment of taxes for the Premises. Landlord shall also pay all charges for water, steam, heat, gas, electricity, sewage, light and power and all other utility service or services furnished to Tenant during said period.

## ARTICLE VI- IMPROVEMENTS

6.1 Repairs: Landlord shall, at Landlord's own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition, ordinary wear and tear excepted, all improvements constructed by Landlord on the Premises and Tenant shall use all reasonable precaution to prevent waste, damage, or injury.

6.2 Title to Improvements: Until the expiration or earlier termination of this Agreement, title to any improvements located on the Premises and any alteration, change or addition thereto shall remain solely in Landlord.

6.3 Surrender of Premises and Improvements: At the expiration or earlier termination of the term of this Agreement, Tenant shall quit and surrender the Premises, and the permanent improvements then existing.

6.4 Limitations of Use of Premises: During the term of the lease, the Premises shall remain open for use by the public at all times, except that the Landlord may restrict or prohibit the use of the Premises in the following ways:

- (a) Use of the Premises between the hours of 9:00 p.m. and 7:00 a.m. daily.
- (b) Camping and sleeping in motor vehicles or trailers.
- (c) Other prohibitions of use consistent with the laws and regulations of the State of Missouri and the City of Grain Valley for the use of public property, subject to Tenant's approval, which approval shall not be unreasonably withheld, and the Tenant authorizes the City Administrator to provide such approval in his or her discretion.

Landlord shall not reserve parking areas on the Premises for tenants or owners of businesses in the tax increment financing redevelopment area.

## ARTICLE VII- MECHANIC'S LIENS

Tenant will not suffer any mechanic's liens to be created and remain on the Premises for any labor or materials furnished or claimed to have been furnished to Tenant. Tenant shall have no obligation or right to construct or install, or cause the construction or installation of, improvements on the Premises.



## ARTICLE VIII- ASSIGNMENT AND SUBLETTING

Tenant shall have no right to assign this Agreement.

## ARTICLE IX- SIGNS

Landlord reserves the right to place signs on the Premises, pursuant to local ordinances; provided, that Landlord provides notice of the placement of such sign to the Tenant at least thirty (30) days prior to installation or placement of the sign. Tenant shall have no right to place signs on the Premises.

## ARTICLE X- INSURANCE

10.1 Public Liability Insurance: Landlord shall provide, at Landlord's own cost and expense and keep in force during the term of this Agreement, a commercial general liability insurance policy with coverages of not less than the Inflation Adjusted Waiver Amounts for claims (i) arising out of a single accident or occurrence and, (ii) for any one person in a single accident or occurrence (the "Insurance Policy"). The Insurance Policy shall provide coverage, at a minimum, for risk of loss, injury, damage, or deficiency resulting from dangerous conditions on public property. The Insurance Policy shall be adjusted upward annually, to remain at all times not less than the most recently published Inflation Adjusted Waiver Amounts. The Insurance Policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the Tenant. The Tenant shall be listed as an additional insured on the Insurance Policy. The Insurance Policy shall include a severability of interests clause and the insurance shall be primary with respect to any applicable insurance maintained by the Tenant. This section and the Insurance Policy shall not affect the Tenant's ability to claim sovereign immunity as a defense to any demand, claim, proceeding, action or lawsuit arising from or in connection with this Agreement. For purposes of this Section, "Inflation Adjusted Waiver Amounts" shall mean the amounts published on an annual basis in the Missouri Register pursuant to Section 537.610, RSMo, which are the inflation adjusted amounts of the absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610, RSMo. Not less than ten (10) days prior to the Commencement Date, the Landlord shall provide the Tenant with a certificate of insurance evidencing the existence of the Insurance Policy.

10.2 Casualty Insurance: During the term of this Agreement, Landlord shall maintain casualty insurance, with extended coverage endorsement added, and endorsements for vandalism and malicious mischief upon all of the improvements erected by Landlord on the Premises for not less than eighty percent (80%) of the full insurable value of such improvements. All proceeds payable at any time by any insurance company under such policies shall be payable to Landlord. Tenant shall cooperate with Landlord in the Landlord's efforts to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable to effectuate the same and to cause the proceeds to be paid as hereinbefore provided.

10.3 Blanket Policies: Any insurance required to be carried by Landlord pursuant to this Agreement may be carried under blanket insurance policies covering the Premises and other properties of Landlord.

## ARTICLE XI- INDEMNITY

11.1 Landlord Indemnity. Landlord shall indemnify, defend and hold Tenant, and its past, present or future officer, member, employee, director, or agent, harmless against and with respect to:

(a) any and all loss, injury, damage or deficiency resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant by Landlord hereunder; and;

(b) any and all risk of loss, injury, damage, or deficiency resulting from or associated with the installation, operation, and maintenance of the public parking lots and drives constituting the Premises by Landlord; and

(c) any and all claims, losses, costs and damages, including without limitation personal injury, death, property damage, loss of use, and attorney's fees, arising out of, relating to, or resulting from the installation, operation, and maintenance of the public parking lots and drive constituting the Premises by the Landlord; and

(d) any and all actions, suits, proceedings, demands, assessments, judgments, costs, and legal, expert, and other expenses related to any of the foregoing.

Notwithstanding the foregoing, Landlord shall not have any obligations under this Section with respect to liability arising from gross negligence or willful misconduct by the City or its officers, employees, or agents.

11.2 Exclusion of Tenant Personnel. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the Tenant, or of any successor thereto, as such, either directly or through the Tenant, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

11.3 Costs Included. The costs for which Landlord hereby indemnifies Tenant shall include, without limitation, Tenant's legal fees and expenses, expert fees and expenses, and all fees, costs and expenses related to environmental, engineering or any other studies as Tenant may retain, hire or commission if and as Tenant in its sole discretion deems such services and studies to be appropriate for the defense, preparation, negotiation and/or settlement proceeding of any such action, suit or proceeding and/or any such threatened action, suit or proceeding. Tenant's right to indemnification shall extend through the entire term of the Agreement, and beyond such period if Tenant is sued or proceeded against because of or in any connection with any action taken by Landlord during its ownership of the Premises. Landlord shall have the right to provide defense for Tenant with legal counsel chosen by Landlord, in which case any legal counsel retained by Tenant shall be at Tenant's sole cost and expense.

11.4 Demand for Reimbursement. Landlord shall reimburse Tenant on written demand for all such loss, injury, damage or deficiency sustained by Tenant and/or for all payments made by Tenant with respect to all such liabilities, claims, costs or expenses. If any such action, suit, or proceeding in respect of any claim shall be threatened or commenced or any claim, demand, or assessment shall be asserted against Tenant or any other circumstances shall arise or be discovered in respect of which Tenant intends to demand indemnification from Landlord, Tenant shall notify Landlord to that effect with reasonable promptness.

## ARTICLE XII- DESTRUCTION

In the event the improvements on the Premises shall be destroyed or damaged in whole or in part by casualty within the extended coverage of the casualty insurance to be carried by Landlord in accordance with this Agreement, then Landlord shall, subject to this Agreement, cause the same to be repaired or restored at Landlord's cost and expense within a reasonable period of time.

## ARTICLE XIII- EMINENT DOMAIN

13.1 Total Condemnation: If the whole of the Premises shall be taken pursuant to the exercise of the power of eminent domain, this Agreement shall terminate, except as to the provisions hereof for the allocation of the condemnation proceeds, as of the date of vesting of title in the condemning agency.

13.2 Disposition of Award: All condemnation proceeds shall be paid solely to Landlord and, in the event of a partial condemnation, shall be used for repairs or restoration necessary because of the condemnation.

## ARTICLE XIV- EASEMENTS

Tenant shall have no right to grant easements.

## ARTICLE XV- MORTGAGES AND DEEDS OF TRUST

15.1 Landlord's Exclusive Right to Encumber: Subject to the provisions of Section 15.2 hereof, Landlord shall have the exclusive right to mortgage the Premises or to place the Premises, including the improvements thereon and the appurtenances thereto, subject to a deed of trust, and this Agreement and the interest of Tenant in the Premises shall be subject and subordinate to any such mortgage or deed of trust; provided, however, that the Landlord shall provide in any such mortgage or deed of trust for the continued public lease of the Premises while tax increment revenue bonds to be paid at least in part by non-captured community improvement district revenues are outstanding. In the event Landlord shall obtain a commitment for a mortgage or deed of trust permitted under this Article, Landlord shall give Tenant fifteen (15) days prior written notice of the closing date therefor and Tenant shall, at or prior to such closing, at the request of Landlord, execute, acknowledge and deliver an instrument of subordination effecting the provisions of this section, which shall be in such form as may be required by the lending institution.

15.2 Conditions and Limitations: Tenant shall have no personal liability for the repayment of such loan permitted herein and such loan shall be the sole obligation of Landlord.

## ARTICLE XVI - REPRESENTATIONS AND WARRANTIES

16.1 Landlord's Representations and Warranties: Landlord warrants and represents that Landlord owns fee simple title to the Premises and has the power and authority to execute and deliver this Agreement and to carry out and perform all covenants to be performed by Landlord hereunder. Landlord further represents and warrants to Tenant that:

(a) The public shall have unobstructed and adequate means of ingress and egress to the Premises from all abutting streets, roads and highways at all times, except as provided in accordance with Section 6.4 hereof;

(b) No portion of the Premises is in a flood plain;

(c) There exists no litigation affecting the Premises;

(d) There exists no lien, encumbrance or adverse claim with respect to any of the Premises, except that which is shown of record as of the date hereof;

(e) There is no condemnation proceeding pending with respect to any part of the Premises, nor any threat or imminence thereof; and

(f) There are no leases, options or other agreements with respect to the leasing of the Premises other than those which are cancellable upon thirty days notice from Landlord.

## ARTICLE XVII- LANDLORD'S DEFAULTS

17.1 Tenant's Remedies: If Landlord shall be in default upon or breach of Landlord's obligations, representations, or warranties under ARTICLE XVI or if Landlord shall fail to make any payment which Landlord is obligated to make, then Tenant, may, at Tenant's option: (a) make any such payment as Landlord's agent, and the full amount of the payment so made shall immediately be owing by Landlord to Tenant and Tenant shall have the right to demand the performance of such payment in the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment without liability or forfeiture, and Tenant shall have a lien on the Premises to secure the repayment of any such amount with interest which said lien shall survive the expiration of the term of this Agreement; or (b) Tenant may terminate this Agreement by written notice to Landlord designating a day upon which such termination shall become effective, which date shall be at least thirty (30) days following receipt of such notice by Landlord; provided that, Tenant may not exercise its remedies set forth in this section unless Landlord does not cure such default within such ninety (90) days of written notice of such default.

## ARTICLE XVIII- TENANT'S DEFAULTS

18.1 Events of Default: Each of the following shall be an event of default hereunder unless cured within the time allowed therefor ("Event of Default"):

(a) Tenant shall file a voluntary petition in bankruptcy or make a general assignment for the benefit of Tenant's creditors or shall be adjudicated as bankrupt or have a general receiver or trustee appointed to conduct Tenant's business and administer Tenant's assets and such adjudication or appointment shall not be discharged within ninety (90) days thereafter.

(b) Tenant's interest under this Agreement shall be taken in execution or by attachment and the same shall not be set aside within ninety (90) days thereafter.

(c) Tenant shall fail to pay any installments of rent or any other sum payable hereunder within thirty (30) days after receipt of notice of such nonpayment.

(d) Tenant shall fail to perform any other obligation of Tenant hereunder within ninety (90) days after receipt of notice of such failure (specifying the exact nature thereof); provided, however, if such failure to perform cannot reasonably be cured within such ninety (90) day period, Tenant shall fail to commence to cure such default within such ninety (90) day period and shall thereafter fail to continue to cure the same with reasonable diligence.

18.2 Landlord's Remedies: Except as may otherwise be provided in this Agreement, in the event any Event of Default set forth in Section 18.1 shall occur, Landlord may terminate this Agreement by written notice to Tenant, designating a date upon which such termination shall become effective, which date shall be at least thirty (30) days following receipt of such notice by Tenant.

#### ARTICLE XIX- WAIVERS

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party shall not be deemed to be a waiver by such party of any rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

#### ARTICLE XX – COMMENCEMENT DATE

The term of the lease described in this Agreement shall commence on May 1, 2016.

#### ARTICLE XXI - MISCELLANEOUS

21.1 Notices: Every notice, approval, consent or other communication authorized or required by this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, postage prepaid, hand delivery, or via a national overnight carrier service, to the address set forth as follows:

If to Landlord, at

STAR Acquisitions, Inc.  
244 W. Mill Street #101  
Liberty, MO 64068  
Attention: Tim Harris

If to Tenant:

City of Grain Valley  
711 Main Street  
Grain Valley, MO 64029  
Attention: Mayor

or such other address as either party shall hereafter designate by notice given from time to time in accordance with this Section.

21.2 Estoppel Certificates: Tenant shall, without charge at any time hereafter within fifteen (15) days after receipt of written request from Landlord, certify to any mortgagee, deed of trust beneficiary, purchaser or proposed mortgagee, deed of trust beneficiary, or purchaser of the Premises:

- (a) Whether this Agreement has been supplemented or amended and if so, the substance of such supplement or amendment;
- (b) The validity and force and effect of this Agreement in accordance with its tenor as then constituted;
- (c) The existence of any default under the Agreement;
- (d) The existence of any offsets, counterclaims or defenses on the part of such party;
- (e) The commencement and expiration dates of the term of this Agreement; and
- (f) Such other matters as may reasonably be requested.

21.3 Memorandum of Agreement: Simultaneously herewith the parties have executed duplicate originals of an instrument constituting a Memorandum of Agreement, setting forth a description of the Premises, the term of this Agreement and an executed copy thereof shall be recorded in the office of the Recorder of Deeds in and for Jackson County, Missouri.

21.4 Partial Invalidity: In the event any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21.5 Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and supersede all other agreements, warranties, representations or covenants, express or implied, between the parties hereto which are not explicitly set forth herein. This Agreement may not be supplemented, modified or amended, except by a written instrument signed and delivered by the parties hereto.

21.6 Governing Law: This Agreement shall be governed, interpreted and construed under the laws of the State of Missouri.

21.7 Binding Effect: This Agreement and all of the covenants, conditions and agreements contained herein shall be binding upon the parties hereto and their respective successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**





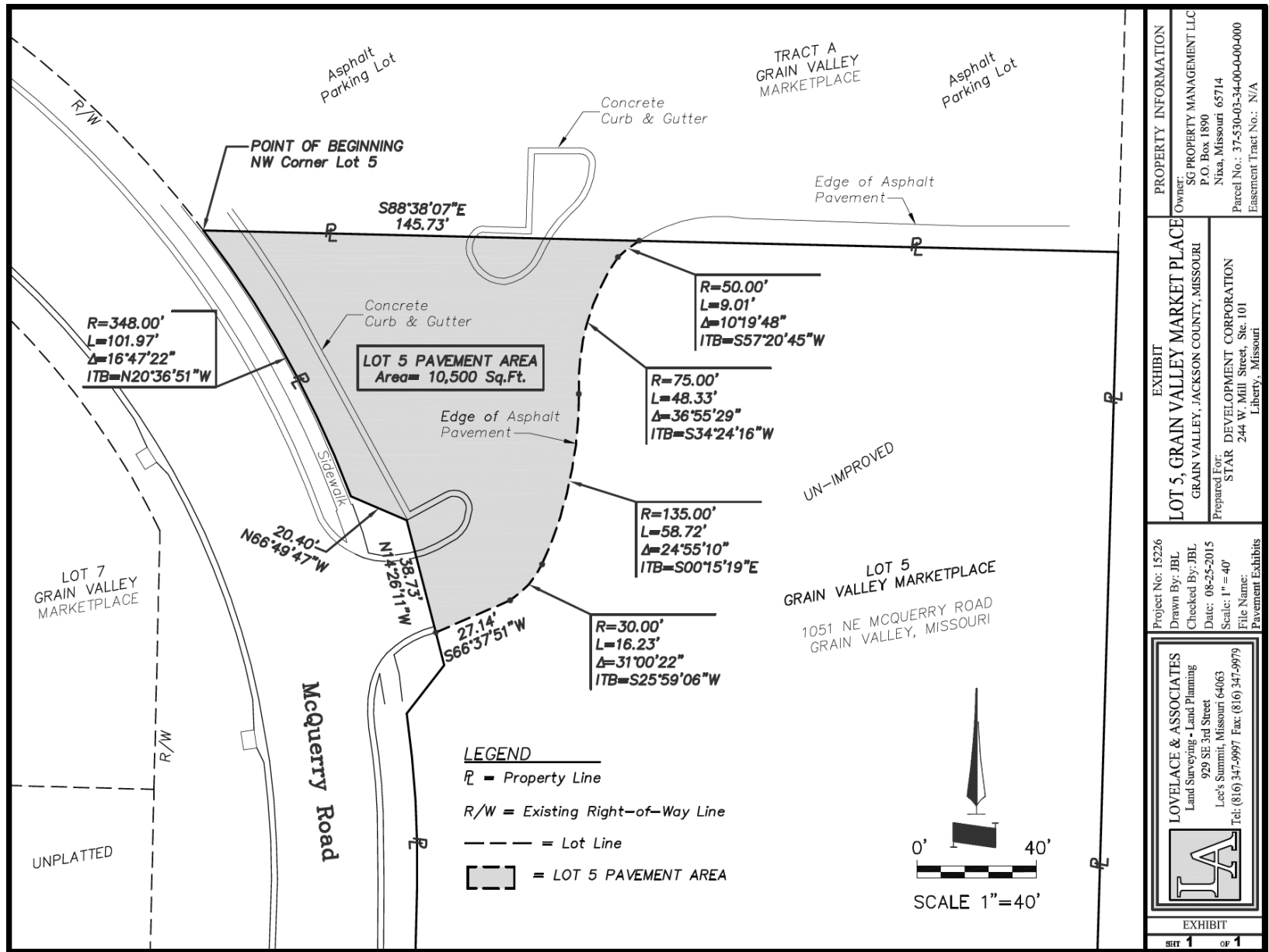


## EXHIBIT A

### Legal Description and Map of the Premises

All that part of Lot 5, GRAIN VALLEY MARKETPLACE, a subdivision in the City of Grain Valley, Jackson County, Missouri, being more particularly described as follows:

**BEGINNING** at the Northwest corner of said Lot 5; thence South 88°38'07" East along the North line of said Lot 5 a distance of 145.73 feet; thence along a curve to the left whose initial tangent bears South 57°20'45" West with a central angle of 10°19'48" a radius of 50.00 feet and an arc length of 9.01 feet; thence along a curve to the left whose initial tangent bears South 34°24'16" West with a central angle of 36°55'29" a radius of 75.00 feet and an arc length of 48.33 feet; thence along a curve to the right whose initial tangent bears South 00°15'19" East with a central angle of 24°55'10" a radius of 135.00 feet and an arc length of 58.72 feet; thence along a curve to the right whose initial tangent bears South 25°59'06" West with a central angle of 31°00'22" a radius of 30.00 feet and an arc length of 16.23 feet; thence South 66°37'51" West a distance of 27.14 feet to the Westerly line of said Lot 5 and the Easterly right-of-way line of McQuerry Road as now established; thence North 14°26'11" West along said Westerly and Easterly line a distance 38.73; thence North 66°49'47" West along said Westerly and Easterly line a distance of 20.40 feet; thence continuing along said Westerly and Easterly line along a curve to the left whose initial tangent bears North 20°36'51" West with a central angle of 16°47'22" a radius of 348.00 feet and an arc length of 101.97 feet to the **POINT OF BEGINNING**. Containing 10,500 square feet more or less.



INTENTIONALLY LEFT BLANK