

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

**SEPTEMBER 13, 2021**

**7:00 P.M.**

**OPEN TO THE PUBLIC**

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

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**ITEM I: CALL TO ORDER**

- Mayor Chuck Johnston

**ITEM II: ROLL CALL**

- City Clerk Jamie Logan

**ITEM III: INVOCATION**

- Pastor Jason Williams of Valley Community Church

**ITEM IV: PLEDGE OF ALLEGIANCE**

- Alderman Darren Mills

**ITEM V: APPROVAL OF AGENDA**

- City Administrator Ken Murphy

**ITEM VI: PROCLAMATIONS**

- None

**ITEM VII: CITIZEN PARTICIPATION**

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

**ITEM VIII: CONSENT AGENDA**

- August 23, 2021 – Board of Aldermen Regular Meeting Minutes
- September 13, 2021 – Accounts Payable

**ITEM IX: PREVIOUS BUSINESS**

- Liquor License – Agaves

**ITEM X: NEW BUSINESS**

- None



**ITEM XI: PRESENTATIONS**

- None

**ITEM XII: PUBLIC HEARING**

- None

**ITEM XIII: RESOLUTIONS**

**ITEM XIII (A) R21-51** **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Installation of One New Street Light in the Black Industries Subdivision**

*Introduced by Alderman Bob Headley*

To provide lighting of the road and community safety

**ITEM XIV: ORDINANCES**

**ITEM XIV (A) B21-19** **An Ordinance of the City of Grain Valley, Missouri, Approving the Final Plat of Rosewood Hills 11<sup>th</sup> Plat**

2<sup>ND</sup> READ

*Introduced by Alderman Shea Bass*

To gain final plat approval for Rosewood Hills 11<sup>th</sup> Plat

**ITEM XIV (B) B21-20** **An Ordinance to Establish the City of Grain Valley, Missouri's Annual Tax Levies for the 2021 Calendar Year for General Municipal Government Operations; the Retirement of General Obligation Debt; Park Maintenance; and Public Health Purposes**

1<sup>ST</sup> & 2<sup>ND</sup> READ

*Introduced by Alderman Tom Cleaver*

To meet the required timelines for establishing the tax rate within Jackson County, Missouri

**ITEM XIV (C) B21-21** **An Ordinance Authorizing the Escrow of Funds Sufficient to Pay a Portion of the Outstanding General Obligation Bonds, Series 2011, of the City of Grain Valley, Missouri, and Authorizing Certain Documents and Other Actions**

1<sup>ST</sup> & 2<sup>ND</sup> READ

*Introduced by Alderman Bob Headley*

To approve an ordinance escrowing funds for payment of the Series 2018A General Obligation Bonds maturing in March 2028

**ITEM XIV (D) B21-22** **An Ordinance of the City of Grain Valley, Missouri Authorizing the Mayor to Enter into A Comprehensive Development Incentives Agreement Related to the Mercado Commercial Development**

1<sup>ST</sup> READ

*Introduced by Alderman Darren Mills*

To enter into a comprehensive development incentives agreement

**ITEM XV: CITY ATTORNEY REPORT**

- City Attorney

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

- City Administrator Ken Murphy



- Deputy City Administrator Theresa Osenbaugh
- Chief of Police James Beale
- Finance Director Steven Craig
- Community Development Director Mark Trosen
- Parks & Recreation Director Shannon Davies
- City Clerk Jamie Logan

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

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Jayci Stratton

**ITEM XVIII: MAYOR REPORT**

- Mayor Chuck Johnston

**ITEM XIX: 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
- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), 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 XX: ADJOURNMENT**

**PLEASE NOTE**

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON SEPTEMBER 27, 2021 AT 7:00 P.M. THE MEETING WILL BE IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL.

PERSONS REQUIRING AN ACCOMMODATION TO 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



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*Consent*

*Agenda*

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

**08/23/2021**  
 PAGE 1 OF 7

**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on August 23, 2021 at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Chuck Johnston

**ITEM II: ROLL CALL**

- City Clerk Jamie Logan called roll
- *Present: Bass, Cleaver, Headley, Knox, Mills, Stratton*
- *Absent:*

**-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 Rick Knox

**ITEM V: APPROVAL OF AGENDA**

- No Changes

**ITEM VI: PROCLAMATIONS**

- None

**ITEM VII: CITIZENS PARTICIPATION**

- Gar Marriott; 308 SW Nelson Drive; spoke of a concern about an ongoing issue he is dealing with on his street; He states his street is being used as trailer storage and a neighbor appears to be running a repair shop for trailers from his home; He contacted Alderman Stratton regarding the issue and asked about the regulations surrounding this type of issue; At that time, the trailers in question were removed and the police department became involved; In July 2021, the neighbor in question began parking trailers again on the street and moving them every 48 hours he believes to stay in compliance with street parking rules and there is some conflict between the neighbors at this point over the issue; Mr. Marriott is looking for assistance with this issue and is looking for a final resolution to this situation
  - Alderman Stratton stated she asked Mr. Marriott to come to a meeting as she has been in touch with Mr. Marriott about this situation to share the details of the situation to see if there is anything staff can do & ask staff /City Engineer/Police Officers and see if there is anything that can be done; Alderman Stratton had a concern potentially of access for emergency vehicles being able to get down this

**ELECTED OFFICIALS PRESENT**  
 Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Darren Mills  
 Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**  
 City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Community Development Director Mark Trosen  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber



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

**08/23/2021**  
 PAGE 2 OF 7

street and is requesting that staff look into it; Mr. Murphy stated he is aware the police department has been out several times on this and isn't sure if a no parking sign would be a solution to this type of issue; Alderman Stratton asked if the ordinance is being interpreted different ways, maybe it should be revisited; Mr. Murphy stated the police & the city engineer can go back out there to revisit the situation; Mayor Johnston stated they will look into it

- Alderman Cleaver asked if there is an ordinance dealing with a commercial trailer
- Alderman Headley questioned if a business is being ran out of the home and if it is allowable business or not; Mayor Johnston had the same question

**ITEM VIII: CONSENT AGENDA**

- August 9, 2021 – Board of Aldermen Regular Meeting Minutes
- August 23, 2021 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Knox*
  - None
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

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

**ITEM IX: PREVIOUS BUSINESS**

- This is the 2<sup>nd</sup> presentation for the Liquor License application for a wholesale liquor license for Nicotra Vineyards; The application was received in good order and reviewed and found to be in good order by Chief Beale; tonight we are requesting a motion to approve the liquor license
- *Alderman Headley made a Motion to Approve Liquor License for Nicotra Vineyards*
- *The Motion was seconded by Alderman Knox*
- *Motion to Approve Liquor License for Nicotra Vineyards was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

**MOTION APPROVED: 6-0-**

- This is the 2<sup>nd</sup> presentation for a temporary Liquor License Class I for Captains Pub for an event on 9/11/21 for a vendor fair in their parking lot 11-5 that day; All has been

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Darren Mills  
 Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Community Development Director Mark Trosen  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber





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

**08/23/2021**  
 PAGE 3 OF 7

received in good order and has been reviewed by Chief Beale; requesting a motion to approve the temporary license

- *Alderman Knox made a Motion to Approve the temporary Liquor License class I for Captains Pub*
- *The Motion was seconded by Alderman Mills*
- *Motion to Approve a temporary Liquor License for Captain’s Pub was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

**MOTION APPROVED: 6-0-**

**ITEM X: NEW BUSINESS**

- *Liquor License application for Agaves for a wholesaler license; this application has been received in good order and has been reviewed by the Chief of Police; the second presentation will be at the next Board of Aldermen meeting*

**ITEM XI: PRESENTATIONS**

- *None*

**ITEM XII: PUBLIC HEARING**

*-Mayor Johnston opened the public hearing for **Property Tax Levy** at 7:23PM –*

- *Mr. Craig stated this public hearing is considering the proposed property tax levy for 2021, which is 15cents lower than last year; There are four levies that fund general operations, parks and recreation, public health and the general obligation debt services that needs to be set by October 1; Notice was provided in the Examiner for tonight’s public hearing*

*-Mayor Johnston opened the floor to citizens for comment-*

- *No comments*

*-Mayor Johnston closed the public hearing for **Property Tax Levy** at 7:23PM -*

**ITEM XIII: RESOLUTIONS**

**Resolution No. R21-49:** A Resolution Authorizing the Allocation of the City of Grain Valley 2021 Emergency Management Contribution to the Central Jackson County Fire Protection District

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Darren Mills  
 Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Community Development Director Mark Trosen  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber



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

**08/23/2021**  
 PAGE 4 OF 7

- *Alderman Headley moved to approve Resolution No. R21-49*
- *The Motion was Seconded by Alderman Bass*
  - Mr. Murphy stated we are part of the Central Jackson County Fire Protection District, this is an annual budgeted item
- *Resolution No. R21-49 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

**-Resolution No. R21-49 Approved: 6-0-**

**Resolution No. R21-50:** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement with Navigate360 for Workplace Safety Training

- *Alderman Knox moved to approve Resolution No. R21-50*
- *The Motion was Seconded by Alderman Headley*
  - Agreement for Workplace Safety Training including online and in person for all staff
- *Resolution No. R21-50 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay: None*
  - *Abstain: None*

**-Resolution No. R21-50 Approved: 6-0-**

**ITEM XIV: ORDINANCES**

**Bill No. B21-18:** An Ordinance of the City of Grain Valley, Missouri, to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Municipal Officials

**Bill No. B21-18** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Stratton moved to accept the second reading of Bill No. B21-18 and approve it as ordinance #2553*
- *The Motion was Seconded by Alderman Knox*
  - None
- *Motion to accept the second reading of Bill No. B21-18 and approve it as Ordinance #2553 was voted upon with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Darren Mills  
 Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Community Development Director Mark Trosen  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**08/23/2021**  
 PAGE 5 OF 7

- *Nay:*
- *Abstain:*

**-Bill No. B21-18 BECAME ORDINANCE #2553: 6-0-**

**Bill No. B21-19:** An Ordinance of the City of Grain Valley, Missouri, Approving the Final Plat of Rosewood Hills 11<sup>th</sup> Plat

**Bill No. B21-19** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Bass moved to accept the first reading of Bill No. B21-19 bringing it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Headley*
  - Mr. Trosen stated L&B Development is the owner/developer, this is a part of the preliminary plat approved by the planning commission in November 20, 2019, this final plat was reviewed at their August 11<sup>th</sup> meeting and recommended approval
- *Bill No. B21-19 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain: None*

**-Motion Approved 6-0-**

**ITEM XV: CITY ATTORNEY REPORT**

- None

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

- City Administrator Ken Murphy
  - None
- Deputy City Administrator Theresa Osenbaugh
  - None
- Chief James Beale
  - The next Community Forum is August 26<sup>th</sup> at 6:30 it will concentrate on drugs; The Citizen's Academy will be held September 14-November 23 and the police department is accepting applications now
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - The Aquatic Center is only open on weekends at this point; this past Friday was the last Friday open during the week and now open weekends through Labor Day and

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Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Darren Mills  
 Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**08/23/2021**  
 PAGE 6 OF 7

the Tuesday after Labor Day is the dog swim

- The Community Center was closed last March/April/May, and they looked for ways to keep citizens physically active; their take on the CLUE game was born and they will be doing this again this year and this time it will be at the Butterfly Trail with the elected officials as the suspects
- Community Development Director Mark Trosen
  - None
- City Clerk Jamie Logan
  - None

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

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - None
- Alderman Rick Knox
  - None
- Alderman Darren Mills
  - None
- Alderman Jayci Stratton
  - None

**ITEM XVIII: MAYOR REPORT**

- None

**ITEM XIX: EXECUTIVE SESSION**

- None

**ITEM XX: ADJOURNMENT**

- The meeting adjourned at 7:33 P.M.

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Darren Mills  
 Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Regular Session

**08/23/2021**  
**PAGE 7 OF 7**

Minutes submitted by:

\_\_\_\_\_  
Jamie Logan  
City Clerk

\_\_\_\_\_  
Date

Minutes approved by:

\_\_\_\_\_  
Chuck Johnston  
Mayor

\_\_\_\_\_  
Date

**DRAFT**

**ELECTED OFFICIALS PRESENT**  
Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**  
City Administrator Ken Murphy  
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Chief James Beale  
Community Development Director Mark Trosen  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	39.35
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,521.23
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	294.00
		HAMPEL OIL INC	CJC FUEL	684.94
			CJC FUEL	800.79
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	26.94
			AFLAC PRETAX	354.85
			AFLAC-W2 DD PRETAX	255.76
		MIDWEST PUBLIC RISK	DENTAL	180.43
			OPEN ACCESS	268.80
			OPEN ACCESS	242.55
			OPEN ACCESS	188.30
			HSA	378.72
			HSA	1,735.64
			HSA	43.91
			VISION	32.00
			VISION	41.20
			VISION	132.00
			VISION	14.34
		HSA BANK	HSA - GRAIN VALLEY, MO	387.44
			HSA - GRAIN VALLEY, MO	574.57
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	262.53
		OMNIGO SOFTWARE	RMS HOSTED RECORDS	6,241.33
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	213.70
			FLEX PLAN	25.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	712.23
			MISSIONSQUARE 457	462.86
			MISSIONSQUARE ROTH IRA	68.89
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,126.93
			SOCIAL SECURITY	4,744.62
			MEDICARE	<u>1,109.60</u>
			TOTAL:	30,292.04
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENING	90.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	180.50
		WAGEWORKS	AUGUST 2021 MONTHLY FEES	68.00
		GUARDIAN MEDICAL LOGISTICS	DRUG TESTING SERVICES	165.00
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		THERESA OSENBAUGH	OSENBAUGH: MPR CONF MEALS	74.50
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	252.45
			HSA	332.08
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		PATRICK MARTIN	MARTIN: MPR CONF MEALS	74.50
		SHANNON DAVIES	DAVIES: MPR CONF MEALS	74.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	16.90
		CONCENTRA MEDICAL CENTERS	MILAM SCREENING	112.00
			GROVE: SCREENING	112.00
		KENNETH MURPHY	MURPHY: MPR ANNUAL CONF ME	74.50
		NAVIGATE360 LLC	ANNUAL SUBSCRIPTION	880.00
		MIKE RUSSELL	RUSSELL:MPR CONF MEALS	74.50
		KHALILAH HOLLAND	HOLLAND: MPR CONF MEALS	74.50
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	17.18
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	112.27
			MEDICARE	26.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,958.54
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	NETSTANDARD DATASAFE	1,000.00
			NETSTANDARD CLARITY	3,708.00
			NETSTANDARD OFFICE 365	825.29
			CONFIGURE NEW DELL R640	1,170.00
			DECOMMISSION GVS1	195.00
		CDW GOVERNMENT	3) DELL DOCK	780.00
			ADOBE LICENSES	3,719.52
		OMNIGO SOFTWARE	RECORDS MGMT SYSTEM	6,241.33
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	<u>120.03</u>
			TOTAL:	17,759.17
BLDG & GRDS	GENERAL FUND	REDLINE AUTOMATIC FIRE SPINKLER PROTEC	ANNUAL TEST AND INSPECTION	129.00
		GENERAL ELEVATOR	MONTHLY ELEVATOR SERVICES	147.00
		SC REALTY SERVICES	Janitorial Services	1,062.27
		GREGS LOCK & KEY SERVICE INC	PADLOCK	21.98
		JOHN DEERE FINANCIAL	GATE AND POSTS	357.96
		MEYER LABORATORY INC	TEST FIRE EXTINGUISHERS	821.10
		EVERGY	513 GREGG	46.32
			600 BUCKNER TARSNEY RD	15.23
			596 BUCKNER TARSNEY	14.40
			CAPPELL & FRONT, PH, PUBLI	11.01
			618 JAMES ROLLO CT	87.30
			1608 NW WOODBURY DR	37.67
			6100 S BUCKNER TARSNEY RD	11.47
			618 JAMES ROLLO CT	25.13
			711 MAIN ST CITY HALL	1,232.25
			620 JAMES ROLLO CT	33.03
			517 GREGG	90.00
			1805 NW WILLOW DR	37.43
		BRADY INDUSTRIES OF KANSAS LLC	6) TORK UNIVERSAL MATIC RO	330.28
		COMCAST	JULY & AUGUST 2021 FIBERS	891.40
		COMCAST	CITY HALL AND PD VOICE EDG	484.27
		LCMC CARPETS LLC	CARPET CLEANING	822.02
		AUTOMATIC DOOR SYSTEMS LLC	SERVICE: 08/31/21 LOWER LE	<u>126.00</u>
			TOTAL:	6,834.52
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	332.50
		OFFICE DEPOT	SHARPIES/BOOK/PAPER	54.17
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		ROTARY CLUB OF BLUE SPRINGS	MURPHY: QUARTERLY DUES	223.00
		MIDWEST PUBLIC RISK	DENTAL	19.36
			HSA	328.99
		HSA BANK	HSA - GRAIN VALLEY, MO	43.14
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	23.07
		JACKSON LEWIS P.C.	LEGAL FEES	560.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	60.74
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	226.43
			MEDICARE	<u>52.95</u>
			TOTAL:	1,936.35
ELECTED	GENERAL FUND	MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	<u>11.97</u>
			TOTAL:	11.97
FINANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	2020 AUDIT	9,850.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	263.86
		OFFICE DEPOT	FOLDERS/EXPANDING FOLDERS	23.52
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		ROTARY CLUB OF BLUE SPRINGS	CRAIG: QUARTERLY DUES	325.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	153.00
			HSA	332.08
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	24.54
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	33.07
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	164.79
			MEDICARE	<u>38.54</u>
			TOTAL:	11,343.30
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	171.68
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		RAY COUNTY TREASURER/COUNTY	JULY 2021 BILLING	810.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	1.26
			HSA	18.25
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	3.62
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	15.53
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	27.24
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	176.32
			MEDICARE	<u>41.23</u>
			TOTAL:	1,676.13
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	146.30
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	13.70
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	41.67
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	25.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	137.53
			MEDICARE	<u>32.16</u>
			TOTAL:	1,207.81
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	81.62
		ADVANCE AUTO PARTS	HD HITCH PIN/CLIP	15.18
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	6.00
		OREILLY AUTOMOTIVE INC	SPRAY PAINT	6.99
			KNIFE	3.69
			WIRE LOOM	87.13
			CABLE	202.00
			WIRE LOOM	22.50
			WIRE TERM	13.00
		FASTENAL COMPANY	HCS 1/2-20X1 3/4 YZ8	30.23
			14.5" UV BLK CABL TIE	127.49
			3M SUPER 88 3/4X66X7	65.83
			1/8" X 1" X 6' ALUFLATBAR	13.36

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		UNDERPRESSURE CLEANING SYSTEMS	3/8 X 100 GREY 2 WIRE HOSE	242.63
		MIDWEST PUBLIC RISK	DENTAL	17.45
			HSA	153.00
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	7.65
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	10.00
			PW/WOLTZ UNIFORMS	10.00
			PW/WOLTZ UNIFORMS	10.00
			PW/WOLTZ UNIFORMS	10.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	36.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	56.33
			MEDICARE	13.18
			TOTAL:	1,279.43
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,722.21
			MONTHLY CONTRIBUTIONS	446.01
		COBAN TECHNOLOGIES INC	KIT/2020 FORD INERCEPTOR R	441.00
		ADVANCE AUTO PARTS	TIE ROD END	22.93
			CABIN AIR FILTER	8.99
			24" XTRA CLEAR	22.76
			HLD RMIN ININE CLRBDY	52.50
			CABIN FILTER	21.74
		STATE BANK OF MISSOURI	IN-CAR SYSTEM	2,314.61
		OFFICE DEPOT	FOLDERS/EXPANDING FOLDERS	102.87
			FOLDERS	47.29
			STAMP	20.99
			SHARPIES/BOOK/PAPER	53.06
		EAGLE VALLEY AUTOMOTIVE LLC	2016 FORD: 4 WHEEL ALIGNME	69.95
			4 WHEEL COMP ALIGNMENT	69.95
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	324.00
		OREILLY AUTOMOTIVE INC	BATTERY	171.41
			FUSE HOLDER	20.94
			RANGURD BEAM/WIPER BLADES	29.38
			BATTERY	163.21
			CORE RETURN	151.01-
		STEVEN SMITH	PROPERTY SHEETS/WARRANT JA	58.00
			PROPERTY SHEETS/WARRANT JA	279.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,096.86
			BULK GASOHOL/DIESEL	293.99
			BULK GASOHOL/DIESEL	1,302.61
			BULK GASOHOL/DIESEL	217.68
		CHRISTINE THOMPSON	THOMPSON: MEALS CJIS CONFE	164.50
		COMCAST	HIGH SPEED INTERNET	149.85
		TAMMY WALL	WALL: MEALS FOR MACA CONF	169.50
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	558.40
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			HSA	1,514.70
			HSA	2,448.00
			HSA	4,649.05
			LANCASTER	52.00-
			LANCASTER	1,102.00-
			LANCASTER	14.00-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	1,000.00
		ENTENMANN-ROVIN CO	GV 196-R PC FLAT W/PIN BAD	66.00
			GV 196-R TT DOME BADGE	132.75
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	443.57
		METRO FORD	GASKET	6.36
			COVER	152.58
			REMOTE	89.14
		SHAWNDA HAYES-DUNNELL	HAYES: MEALS SCHOOL SAFETY	111.50
		ED ROEHR SAFETY PRODUCTS	WINDOW LATCH	36.00
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	1,166.20
			CELLULAR SERVICE 08/19-09/	125.01
		NICHOLLS PERFORMANCE TRANSMISSIONS	REPROGRAM POWER STEERING R	100.00
		PUBLIC SAFETY UPFITTERS LLC	SIREN BOX AND FCPLT	659.00
		NAVIGATE360 LLC	ANNUAL SUBSCRIPTION	180.00
		RAY ALLEN MANUFACTURING LLC	AGITATION MUZZLE	154.99
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	9,605.47
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,421.84
			MEDICARE	800.26
		REJIS COMMISSION	AUG 2021 LEWEB SUBSCRIPTIO	287.95
			FIREWALL MAINT/ANTIVIRUS A	289.00
		ELITE K-9 INC	JUTE PERFECTOR SLEEVE	181.95
		GEARZONE PRODUCTS	HOLSTER TASER	49.99
			DOUBLE MAG POUCH	28.99
			TOTAL:	44,578.83
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	113.18
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	93.27
			BULK GASOHOL/DIESEL	49.15
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		ASPEN PET CREMATIONS	ASPEN PET CREMATIONS	38.00
			ASPEN PET CREMATIONS	5.70
			ASPEN PET CREMATIONS	20.90
			ASPEN PET CREMATIONS	19.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	10.60
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	41.67
		OAK GROVE ANIMAL CLINIC	BOARDING	2,010.00
			VET CARE	524.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	39.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	78.84
			MEDICARE	18.44
			TOTAL:	3,460.03
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	549.47
		ADVANCE AUTO PARTS	ENGINE OIL FILTER	13.33
		OFFICE DEPOT	FOLDERS/EXPANDING FOLDERS	54.76
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	32.97
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	103.15
			BULK GASOHOL/DIESEL	63.98
		MIDWEST PUBLIC RISK	DENTAL	44.87
			DENTAL	10.21
			HSA	762.73
			HSA	171.07
		HSA BANK	HSA - GRAIN VALLEY, MO	186.94
			HSA - GRAIN VALLEY, MO	29.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	47.59
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	40.01
			CELLULAR SERVICE 08/19-09/	6.25
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	688.68
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	370.31
			MEDICARE	<u>86.60</u>
			TOTAL:	3,262.17
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.81
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	528.55
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.53
			AFLAC-W2 DD PRETAX	71.41
		MISCELLANEOUS	BRIA CARRAWAY:	50.00
			STEVE STRILEY:	50.00
			BS SOUTH FOOTBALL BOOSTER	150.00
			FIRST BAPTIST CHURCH GRAIN	50.00
		MIDWEST PUBLIC RISK	DENTAL	21.84
			HSA	224.91
			HSA	38.58
			VISION	8.00
			VISION	16.40
			VISION	2.20
		HSA BANK	HSA - GRAIN VALLEY, MO	152.50
			HSA - GRAIN VALLEY, MO	112.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	8.44
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	204.59
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	195.44
			MISSIONSQUARE 457	602.50
			MISSIONSQUARE ROTH IRA	47.82
			MISSIONSQUARE ROTH IRA	11.29
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,297.67
			SOCIAL SECURITY	1,184.41
			MEDICARE	<u>276.99</u>
			TOTAL:	5,480.97
PARK ADMIN	PARK FUND	NETSTANDARD INC	NETSTANDARD CLARITY	618.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	596.40
		VITAL SIGNS OF KC LLC	SIGNS FOR BLUE BRANCH TRAI	450.00
		AT&T	U-VERSE PARK MAINTENANCE	69.55
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	43.20
		BLUE SPRINGS WINWATER CO	PLST END SECTION/ MARKING	468.06
		STEVEN SMITH	2000) BUSINESS CARDS	90.00
		HOLLIDAY SAND AND GRAVEL CO.	Trail Base Rock	655.83
			Trail Base Rock	610.23
			Trail Base Rock	1,213.62
			Trail Base Rock	1,237.60
			Trail Base Rock	1,223.26
			Trail Base Rock	610.23
			Trail Base Rock	606.51
			Trail Base Rock	321.35
			Trail Base Rock	936.66
			Trail Base Rock	289.68
			Trail Base Rock	606.52
			Trail Base Rock	1,168.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Trail Base Rock	604.27
			Trail Base Rock	304.69
			Trail Base Rock	289.87
			Trail Base Rock	591.37
			Trail Base Rock	916.59
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	449.61
			BULK GASOHOL/DIESEL	636.15
		MIDWEST PUBLIC RISK	DENTAL	21.51
			DENTAL	48.86
			HSA	555.39
			HSA	396.22
			HSA	132.84
		HSA BANK	HSA - GRAIN VALLEY, MO	89.61
			HSA - GRAIN VALLEY, MO	130.00
		T & W STEEL CO	METAL FOR SIGNS	445.46
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	64.09
		GREGS LOCK & KEY SERVICE INC	MASTER #3 UP PADLOCK	66.46
		JOHN DEERE FINANCIAL	BLUE BRANCH CREEK GATES	439.95
			BLUE BRANCH TRAIL GATES	374.97
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	123.35
		ULINE	BOLLARDS	493.61
		COMCAST	JULY & AUGUST 2021 FIBERS	148.56
		COMCAST	CITY HALL AND PD VOICE EDG	193.71
			PARKS MAINT VOICE EDGE	35.29
		NAVIGATE360 LLC	ANNUAL SUBSCRIPTION	345.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	73.16
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	394.04
			MEDICARE	92.15
			TOTAL:	20,272.42
PARKS STAFF	PARK FUND	FELDMANS FARM & HOME	POOL CLAMPS AND FOGGERS	12.99
		K C BOBCAT	BOLT ASSY	21.06
			UPDATED CONTROLLERS/PANEL	283.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	448.39
		ORI	VAULT TOILET PUMP OUT	200.00
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	36.00
		REDLINE AUTOMATIC FIRE SPINKLER PROTEC	ANNUAL TEST AND INSPECTION	21.50
		HOME DEPOT CREDIT SERVICES	FLAG REPAIRS/CLUE STAKES	21.93
		LAWN & LEISURE	V BELT	75.85
			RADIATOR	348.41
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		REEVES-WIEDEMAN COMPANY	ARMSTRONG PARK RESTROOM RE	107.68
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	40.43
		MEYER LABORATORY INC	TEST FIRE EXTINGUISHERS	136.85
		EVERGY	701 SW EAGLES PKWY	117.58
			ARMSTRONG PARK 041503	105.94
			ARMSTRONG PARK DR	30.70
			ARMSTRONG PARK 098095	131.65
			ARMSTRONG PARK 017576	122.08
			28605 E HWY AA	31.92
			JAMES ROLLO SHELTER #2	47.62
			MAIN ARMSTRONG SHELTER 1	23.14
			618 JAMES ROLLO CT	43.64
			ARMSTRONG PARK	48.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			6100 S BUCKNER TARSNEY	98.90
			28605 E HWY AA	143.55
			618 JAMES ROLLO CT	12.56
		LCMC CARPETS LLC	CARPET CLEANING	137.00
		FACTORY MOTOR PARTS CO	CORE-AIR CONIDITIONER	236.96
		AUTOMATIC DOOR SYSTEMS LLC	SERVICE: 08/31/21 LOWER LE	21.00
		GRAIN VALLEY RENTAL INC	PLAYGROUND MULCH	130.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	1,039.17
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	356.06
			MEDICARE	<u>83.27</u>
			TOTAL:	5,912.27
RECREATION	PARK FUND	HASTY AWARDS	PRESCHOOL PLAYERS TROPHIES	278.24
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	184.89
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	21.58
			MEDICARE	<u>5.05</u>
			TOTAL:	489.76
COMMUNITY CENTER	PARK FUND	UNIFIRST CORPORATION	JANITORIAL SUPPLIES	120.84
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	294.99
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	12.00
		PUR-O-ZONE INC	COMM CENTER EQUIPMENT MAIN	467.35
			COMM CENTER EQUIPMENT MAIN	52.30
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	34.90
			HSA	504.90
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	100.00
		REEVES-WIEDEMAN COMPANY	URINAL HANDLE ASSEMBLY	21.05
		SC REALTY SERVICES	Janitorial Services	177.05
		ROYAL ROOTER & PLUMBING LLC	COMM CENTER RESTROOM TOILE	60.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	14.90
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	41.67
		EVERGY	713 MAIN ST	2,497.60
			713 MAIN #A	232.26
		COMCAST	COMM CENTER VOICE EDGE	166.43
		MARY ALLGRUNN	08/10-08/19 LINE DANCING	61.80
		LINDA HOMBS	08/10-08/19 LINE DANCING	61.80
		SAMANTHA PETRALIE	08/09-08/11 SILVERSNEAKERS	50.00
		JERRIE CAMERON	08/09-08/11 SILVERSNEAKERS	100.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	42.47-
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	264.76
			MEDICARE	<u>61.92</u>
			TOTAL:	5,755.05
POOL	PARK FUND	ALLIED REFRESHMENT	CONCESSION PRODUCTS	158.00
		FELDMANS FARM & HOME	POOL CLAMPS AND FOGGERS	35.97
		FASTENAL COMPANY	POOL SLIDE REPAIR	97.96
		MIDWEST POOL MANAGEMENT	Pool Management	12,631.00
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	27.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	147.97
			MEDICARE	<u>34.60</u>
			TOTAL:	13,132.76
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	155.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.41
			OPEN ACCESS	26.88
			HSA	107.10
			HSA	77.14
			HSA	73.95
			VISION	3.20
			VISION	1.60
			VISION	4.40
			VISION	3.94
		HSA BANK	HSA - GRAIN VALLEY, MO	8.48
			HSA - GRAIN VALLEY, MO	98.58
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	5.20
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	40.24
			MISSIONSQUARE 457	25.00
			MISSIONSQUARE ROTH IRA	40.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	426.89
			SOCIAL SECURITY	282.76
			MEDICARE	66.13
			TOTAL:	1,505.23
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	NETSTANDARD DATASAFE	200.00
			NETSTANDARD CLARITY	370.80
			NETSTANDARD OFFICE 365	165.08
		CARTER WATERS	K SATUROCK PREMIUM W/ KEVL	179.00
			K SATUROCK PREMIUM W/ KEVL	179.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	432.48
		ADVANCE AUTO PARTS	BATTERY	46.62
			CONV OIL 10W30 QT	13.04
			22" XTRACLEAR	4.82
		OFFICE DEPOT	SHARPIES/BOOK/PAPER	3.44
		KEY REFRIGERATION SUPPLY	MAN L-00338 AR-10000 REPLA	26.42
			ICE MACHINE FOR PW	364.00
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	29.37
		OREILLY AUTOMOTIVE INC	AIR FILTER	6.68
			1GAL MOTOR OIL	23.98
		REDLINE AUTOMATIC FIRE SPINKLER PROTEC	ANNUAL TEST AND INSPECTION	12.90
		STEVEN SMITH	2000) BUSINESS CARDS	6.00
		VANCE BROTHERS INC	COMMERCIAL SURFACE	364.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	125.54
			BULK GASOHOL/DIESEL	182.10
		HOME DEPOT CREDIT SERVICES	VINYL TUBE/ 1/2" MIP 2.5 N	5.25
			ADAPTER/ GALV PIPE STRAP	0.86
			TEE	6.85-
			90-DEGREE DROP EAR ELBOW	12.84
			WHITE PEX PIPE/ REDUCER TE	11.85
		MENARDS - INDEPENDENCE	METAL CARPORT SHELTER	1,465.62
		KC WHOLESALE	TRUCK REPAIR 29912	100.00
		MIDWEST PUBLIC RISK	DENTAL	10.67
			DENTAL	59.07
			OPEN ACCESS	127.11
			HSA	504.90
			HSA	58.93
			HSA	265.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	288.04
		HSA BANK	HSA - GRAIN VALLEY, MO	14.44
			HSA - GRAIN VALLEY, MO	189.25
		SC REALTY SERVICES	Janitorial Services	106.23
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	38.02
		MEYER LABORATORY INC	TEST FIRE EXTINGUISHERS	82.11
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	6.25
			CELLULAR SERVICE 08/19-09/	128.40
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	30.94
			PW/WOLTZ UNIFORMS	29.97
			PW/WOLTZ UNIFORMS	28.02
			PW/WOLTZ UNIFORMS	28.02
		KIRBY-SMITH MACHINERY INC	M.A13 3-4 JIC B	16.58
		EVERGY	655 SW EAGLES PKWY	45.52
			618 JAMES ROLLO CT	87.30
			AA HWY & SNI-A-BAR BLVD	38.73
			702 SW EAGLES PKWY	41.38
			GRAIN VALLEY ST LIGHTS	12,900.94
			618 JAMES ROLLO CT	25.13
			711 MAIN ST CITY HALL	105.62
		STANGER INDUSTRIES INC	CONDENSATE LEAK	111.00
		COMCAST	JULY & AUGUST 2021 FIBERS	89.14
		COMCAST	CITY HALL AND PD VOICE EDG	58.11
			PW VOICE EDGE	23.79
		COMCAST	PUMP STATION INTERNET	22.99
		SHEDIGS ITS LLC	DEBRIS REMOVAL AT CREEK	7,793.75
		BLADES GROUP LLC	ROCK ASPHALT BAGS	1,116.00
		LCMC CARPETS LLC	CARPET CLEANING	82.20
		AUTOMATIC DOOR SYSTEMS LLC	SERVICE: 08/31/21 LOWER LE	12.60
		SUMMIT TRUCK GROUP	PIGTAIL CONNECTOR	1.84
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	199.75
		LAWN & LEISURE	CHAINSAW	75.19
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	282.77
			MEDICARE	<u>66.13</u>
			TOTAL:	29,517.33
PUBLIC HEALTH	PUBLIC HEALTH	OATS	2021 JULY OATS	<u>286.00</u>
			TOTAL:	286.00
TIF-OLD TOWN MKT PLACE OLD TOWNE TIF		OLD TOWNE MARKETPLACE LLC	CJC 1ST QUARTER	3,485.63
			ZOO 1ST QUARTER	871.41
			2ND QUARTER CITY	<u>35,868.91</u>
			TOTAL:	40,225.95
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	SHAWNEE MISSION FORD INC	2021 FORD PI UTILITIES	33,566.00
			2021 FORD PI UTILITIES	<u>33,566.00</u>
			TOTAL:	67,132.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	998.08
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		MO DEPT OF REVENUE	AUGUST 21 SALES TAX	4,731.64
			AUGUST 21 SALES TAX	94.63-
		AFLAC	AFLAC PRETAX	36.55
			AFLAC-W2 DD PRETAX	57.45
		MISCELLANEOUS COPENHAGEN, KATE	20-116500-16	9.77
		MARTIN, ANDRIA	20-119400-04	61.33



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PARSONS, ASHLYN	20-121100-16	60.68
		BROWN, MICHAEL	20-562100-09	23.55
		THOMPSON, SARA	20-562110-04	15.54
		DAVIS, DENISE	20-562370-11	60.29
		BRATCHER, KAYLA	20-562690-13	65.54
		KLEOPPEL, JANA L	20-567233-03	65.54
		PIERCE, ERIK	20-567544-05	60.04
		DAILEY, JERRY A	20-588411-03	13.22
		MEZA, MONICA	20-588426-01	35.30
		CLARK, CLINT	20-589315-03	65.54
		CURATALO, KAYLEIGH	20-589316-02	8.63
		MURILLO, JORDAN A	20-598900-04	0.23
		GEORGE, DANA	20-682800-06	18.24
		BROWN, ZACHARY	20-682890-07	30.44
		KUNDAK, BEVERLY	20-700980-08	192.08
		SCHULE, CHRIS	20-701500-13	53.16
		HOLT, MATTHEW	20-709600-02	3.42
		KUNDAK, BEVERLY	20-700980-08	192.08
		MIDWEST PUBLIC RISK	DENTAL	91.72
			OPEN ACCESS	107.52
			HSA	574.47
			HSA	462.84
			HSA	332.59
			VISION	12.80
			VISION	8.80
			VISION	26.40
			VISION	21.72
		HSA BANK	HSA - GRAIN VALLEY, MO	68.31
			HSA - GRAIN VALLEY, MO	555.35
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	37.62
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	162.37
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	335.10
			MISSIONSQUARE 457	259.64
			MISSIONSQUARE ROTH IRA	264.82
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,973.88
			SOCIAL SECURITY	1,880.45
			MEDICARE	439.79
			TOTAL:	15,499.90
WATER	WATER/SEWER FUND	NETSTANDARD INC	NETSTANDARD DATASAFE	400.00
			NETSTANDARD CLARITY	741.60
			NETSTANDARD OFFICE 365	330.10
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	593.91
			BILL PRINT AND MAIL	110.99
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,432.93
		ADVANCE AUTO PARTS	BATTERY	93.26
			CONV OIL 10W30 QT	26.10
			22" XTRACLEAR	9.64
		VANCO SERVICES LLC	AUGUST 2021 GATEWAY ES2060	68.97
		OFFICE DEPOT	FOLDERS/EXPANDING FOLDERS	8.91
			SHARPIES/BOOK/PAPER	6.89
		KEY REFRIGERATION SUPPLY	MAN L-00338 AR-10000 REPLA	52.82
			ICE MACHINE FOR PW	1,051.60
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	92.13
		OREILLY AUTOMOTIVE INC	AIR FILTER	13.35
			1GAL MOTOR OIL	47.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		REDLINE AUTOMATIC FIRE SPINKLER PROTEC	ANNUAL TEST AND INSPECTION	25.80
		BLUE SPRINGS WINWATER CO	3) 3/4 CRP STP AWWAXFLR	90.87
		STEVEN SMITH	2000) BUSINESS CARDS	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	251.08
			BULK GASOHOL/DIESEL	364.19
		HOME DEPOT CREDIT SERVICES	VINYL TUBE/ 1/2" MIP 2.5 N	10.49
			ADAPTER/ GALV PIPE STRAP	1.70
			TEE	13.68-
			90-DEGREE DROP EAR ELBOW	25.64
			WHITE PEX PIPE/ REDUCER TE	23.72
		KANSAS CITY SOUTHERN RAILWAY	08/04/21-08/03/22 ANNUAL R	50.00
		MENARDS - INDEPENDENCE	METAL CARPORT SHELTER	2,931.23
		KC WHOLESALE	TRUCK REPAIR 29912	200.00
		MIDWEST PUBLIC RISK	DENTAL	41.80
			DENTAL	175.88
			OPEN ACCESS	254.24
			HSA	1,354.10
			HSA	603.56
			HSA	796.98
			HSA	647.73
		HSA BANK	HSA - GRAIN VALLEY, MO	132.93
			HSA - GRAIN VALLEY, MO	498.95
		SC REALTY SERVICES	Janitorial Services	212.45
		CORE & MAIN LP	TRAFFIC REPAIR KIT	364.40
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	124.27
		MEYER LABORATORY INC	TEST FIRE EXTINGUISHERS	164.22
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	14.58
			CELLULAR SERVICE 08/19-09/	256.81
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	61.89
			PW/WOLTZ UNIFORMS	59.95
			PW/WOLTZ UNIFORMS	56.02
			PW/WOLTZ UNIFORMS	56.02
		KIRBY-SMITH MACHINERY INC	M.A13 3-4 JIC B	33.17
		EVERGY	825 STONEBROOK DR	109.64
			1301 TYER RD UNIT A	77.32
			618 JAMES ROLLO CT	109.13
			110 SNI-A-BAR BLVD	105.76
			1301 TYER RD UNIT B	387.92
			618 JAMES ROLLO CT	3,726.80
			618 JAMES ROLLO CT	31.41
			711 MAIN ST CITY HALL	211.24
			1012 STONEBROOK LN	191.84
		STANGER INDUSTRIES INC	CONDENSATE LEAK	222.01
		COMCAST	JULY & AUGUST 2021 FIBERS	178.28
		COMCAST	CITY HALL AND PD VOICE EDG	116.22
			PW VOICE EDGE	47.59
		COMCAST	PUMP STATION INTERNET	45.97
		CENTRAL POWER SYSTEMS & NAVIGATE360 LLC	ANNUAL MAINT CONTRACT	1,095.00
			ANNUAL SUBSCRIPTION	173.00
		LCMC CARPETS LLC	CARPET CLEANING	164.40
		AUTOMATIC DOOR SYSTEMS LLC	SERVICE: 08/31/21 LOWER LE	25.20
		TYLER TECHNOLOGIES INC	SEPT 21 MONTHLY FEES	97.00
		SUMMIT TRUCK GROUP	PIGTAIL CONNECTOR	3.70
		NEPTUNE TECHNOLOGY GROUP INC	WATER METERS	9,702.00
			WATER METERS	1.09
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	533.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAWN & LEISURE	CHAINSAW	150.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	940.23
			MEDICARE	<u>219.91</u>
			TOTAL:	33,630.55
SEWER	WATER/SEWER FUND	NETSTANDARD INC	NETSTANDARD DATASAFE	400.00
			NETSTANDARD CLARITY	741.60
			NETSTANDARD OFFICE 365	330.11
		CITY OF BLUE SPRINGS	DL SERIES 2009 AGENT FEE	17,333.09
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	593.91
			BILL PRINT AND MAIL	111.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,432.90
		ADVANCE AUTO PARTS	BATTERY	93.26
			CONV OIL 10W30 QT	26.10
			22" XTRACLEAR	9.64
		VANCO SERVICES LLC	AUGUST 2021 GATEWAY ES2060	68.97
		OFFICE DEPOT	FOLDERS/EXPANDING FOLDERS	8.90
			SHARPIES/BOOK/PAPER	6.88
		KEY REFRIGERATION SUPPLY	MAN L-00338 AR-10000 REPLA	52.82
			ICE MACHINE FOR PW	1,050.60
		STANDARD INSURANCE CO	SEPT 21 STANDARD LIFE INSU	92.13
		OREILLY AUTOMOTIVE INC	AIR FILTER	13.35
			1GAL MOTOR OIL	47.98
		REDLINE AUTOMATIC FIRE SPINKLER PROTEC	ANNUAL TEST AND INSPECTION	25.80
		STEVEN SMITH	2000) BUSINESS CARDS	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	251.08
			BULK GASOHOL/DIESEL	364.19
		HOME DEPOT CREDIT SERVICES	VINYL TUBE/ 1/2" MIP 2.5 N	10.49
			ADAPTER/ GALV PIPE STRAP	1.70
			TEE	13.68-
			90-DEGREE DROP EAR ELBOW	25.64
			WHITE PEX PIPE/ REDUCER TE	23.72
		MENARDS - INDEPENDENCE	METAL CARPORT SHELTER	2,931.24
		KC WHOLESALE	TRUCK REPAIR 29912	200.00
		MIDWEST PUBLIC RISK	DENTAL	41.79
			DENTAL	175.87
			OPEN ACCESS	254.25
			HSA	1,354.11
			HSA	603.57
			HSA	796.96
			HSA	647.71
		HSA BANK	HSA - GRAIN VALLEY, MO	132.94
			HSA - GRAIN VALLEY, MO	498.93
		SC REALTY SERVICES	Janitorial Services	212.45
		THE LINCOLN NATIONAL LIFE INSURANCE CO	SEPT 2021 DISABILITY	124.27
		UNITED LABORATORIES INC	PUMP STATION SUPPLIES	1,006.65
		MEYER LABORATORY INC	TEST FIRE EXTINGUISHERS	164.22
		VERIZON WIRELESS	CELLULAR SERVICE 08/19-09/	14.58
			CELLULAR SERVICE 08/19-09/	256.81
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	61.89
			PW/WOLTZ UNIFORMS	59.95
			PW/WOLTZ UNIFORMS	56.02
			PW/WOLTZ UNIFORMS	56.02
		KIRBY-SMITH MACHINERY INC	M.A13 3-4 JIC B	33.17
		EVERGY	925 STONEBROOK DR	23.14
			WOODLAND DR	208.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			405 JAMES ROLLO DR	439.98
			1326 GOLFPVIEW DR	68.97
			618 JAMES ROLLO CT	109.12
			WINDING CREEK SEWER	23.17
			618 JAMES ROLLO CT	31.40
			711 MAIN ST CITY HALL	211.24
			1201 SEYMOUR RD	23.14
			110 NW SNI-A-BAR PKWY	23.14
			1017 ROCK CREEK LN	23.14
		STANGER INDUSTRIES INC	CONDENSATE LEAK	222.01
		COMCAST	JULY & AUGUST 2021 FIBERS	178.28
		COMCAST	CITY HALL AND PD VOICE EDG	116.22
			PW VOICE EDGE	47.59
		COMCAST	PUMP STATION INTERNET	45.97
		NAVIGATE360 LLC	ANNUAL SUBSCRIPTION	172.00
		LCMC CARPETS LLC	CARPET CLEANING	164.40
		AUTOMATIC DOOR SYSTEMS LLC	SERVICE: 08/31/21 LOWER LE	25.20
		TYLER TECHNOLOGIES INC	SEPT 21 MONTHLY FEES	97.00
		SUMMIT TRUCK GROUP	PIGTAIL CONNECTOR	3.70
		MIDWEST PUBLIC RISK OF MO	FY 20-21 WC AUDITED CONTRI	533.32
		LAWN & LEISURE	CHAINSAW	150.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	940.17
			MEDICARE	<u>219.86</u>
			TOTAL:	36,898.23

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

100	GENERAL FUND	126,600.29
200	PARK FUND	51,043.23
210	TRANSPORTATION	31,022.56
230	PUBLIC HEALTH	286.00
250	OLD TOWNE TIF	40,225.95
280	CAPITAL PROJECTS FUND	67,132.00
600	WATER/SEWER FUND	86,028.68
-----		
	GRAND TOTAL:	402,338.71
-----		

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 8/14/2021 THRU 9/03/2021  
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  
EXPENSE TYPE: N/A  
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  
-----

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# *Resolutions*

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

<b>MEETING DATE</b>	09/13/2021	
<b>RESOLUTION NUMBER</b>	R21-51	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE INSTALLATION OF ONE NEW STREET LIGHT IN THE BLACK INDUSTRIES SUBDIVISION</b>	
<b>REQUESTING DEPARTMENT</b>	Community Development	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	@ \$31.76/month
	Budget Line Item:	210-55-76600
	Balance Available	\$ 57,438
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To provide lighting of the road and community safety	
<b>BACKGROUND</b>	This streetlight will be placed in the newly developed subdivision. Developer has paid the fees for this light as part of the construction permit. The light is located on NE Penny Drive.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, Evergy Pricing List & Evergy diagrams	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*September 13, 2021*

RESOLUTION NUMBER  
**R21-51**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN  
VALLEY AUTHORIZING THE INSTALLATION OF ONE NEW STREET LIGHT IN  
THE BLACK INDUSTRIES SUBDIVISION**

**WHEREAS**, the Board of Aldermen of Grain Valley, Missouri is dedicated to improving the safety of intersections and roadways with proper lighting; and

**WHEREAS**, development in Grain Valley is ongoing, and the need for streetlights is required on various streets; and

**WHEREAS**, The City has a lease agreement with Evergy for the installation and maintenance of streetlights and Evergy has studied the area and believe that it warrants additional lighting; and

**WHEREAS**, Evergy has recommended the installation of this streetlight as indicated on the attached authorization in the Black Industries Subdivision.

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

**SECTION 1:** Authorizing the installation of one new streetlight in the Black Industries subdivision provided in Exhibit "A" attached herein.

*PASSED and APPROVED (-) this \_\_\_ Day of \_\_\_\_\_, 2021.*

---

Chuck Johnston  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

[R21-51]



**AUTHORIZATION FOR STREET LIGHT CHANGES**

**CITY OF GRAIN VALLEY**

The City has requested the following installation/removal or changes to the following lights, K Evergy WR# 972762  
 The City understands and agrees to the billing changes as follows:

Add or Remove	STLT #	Watts/ Lumens	Type*	CIS+Rate Code (MON)	MRU Code #	UFLID #	Location	Monthly Cost
ADD	GV2508	7500	CLASS C TYPE III	MOMLL	USE	1528344	415 E OUTER BELT RD	\$ 21.77
							<b>SUB-TOTAL</b>	\$ 21.77
ADD	1 STEEL POLE @ \$5.15							\$ 5.15
ADD	1 U.G. EXTENSION @ \$4.84							\$ 4.84
							<b>SUB-TOTAL</b>	\$ 9.99
							<b>TOTAL</b>	\$31.76

Signed: \_\_\_\_\_

City Approver

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

FOR KCP&L USE ONLY	
CIS+ Updated By & Date:	_____
Acct #:	_____ revised 8/26/2021
Internal Use Only	

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**NOTE TO MAPPING:  
MAPS NOT YET UPDATED  
AT THIS POLE LOCATION  
SEE WR#956294**



**1**  
**EXISTING**  
PW45-3  
320-202  
PL-L400HPS-FL  
XFO-7.2-120/240-15  
PL-BKT18  
**INSTALL**  
6SVR-2

5373  
7.2/12.4-15 A  
120/240V Y  
OH839256

**BUILT AS DESIGNED**   
**CHANGES AS NOTED**   
**LEADMAN** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**FCS** \_\_\_\_\_ **DATE** \_\_\_\_\_

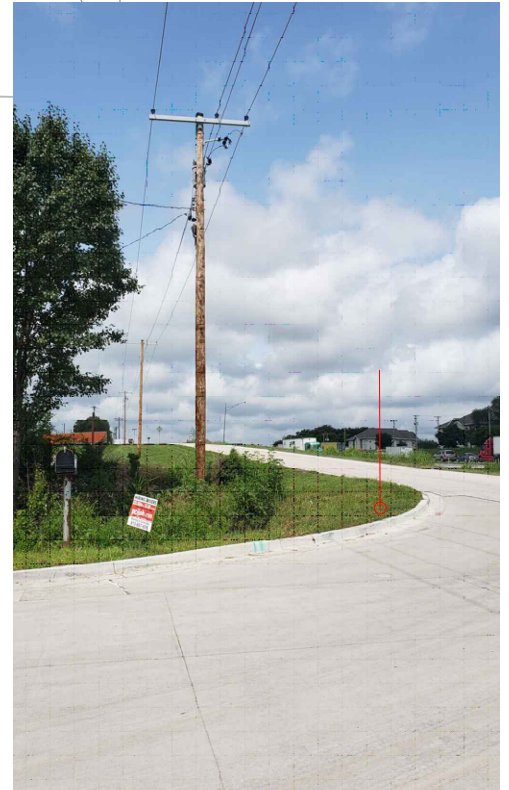
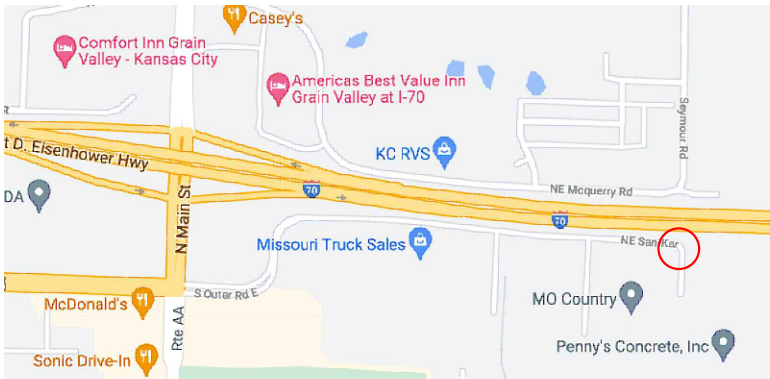
TO FUSE #F1309  
R/W ABC  
148'  
477 AAC

OUTER BELT RD

24'  
8 CU  
GV2508

**2**  
**INSTALL**  
SL-PS30-1S  
SL-B-SCR  
SL-LC-LED-III  
SL-A6-NBSP

**NOTE TO CREW:  
INSTALL POLE 2' BACK OF CURB  
AIM LIGHT ANGLED OVER CURVE**



**CONTACTS**

PROJECT DESIGNER: CGEIER  
PHONE #: 816-810-5233  
CUSTOMER: DICK TUTTLE  
PHONE #: 816-847-6222

EXISTING - - - - -  
INSTALL - - - - -  
REMOVE - - - - -  
MODIFY - - - - -

SEC. 35 TWP. 49N RANGE 30W TAX DIST. \_\_\_\_\_

REV. DATE BY CHECKED APPROVED

TITLE <u>MO MADE MARIJAUNA ST LIGHTS</u>		PRJ# <u>50027774</u>	 <b>BLUE SPRINGS SERVICE CENTER</b>
ADDRESS <u>415 E OUTER BELT RD</u>		WR# <u>972762</u>	
CITY <u>GRAIN VALLEY</u>		SEC. DIST. <u>NA</u>	
COUNTY <u>JA</u> STATE <u>MO</u>		CIRCUIT <u>11832</u>	
<u>12.47 KV</u>	JOB TYPE: <u>1STLT</u>	SHEET <u>1</u> OF <u>1</u>	DWG FILE # <u>972762-1</u> # <u>1</u> AUD

DISCLAIMER AND COPYRIGHT NOTICE: The information contained on this drawing/map is used to locate, identify and/or inventory Evergy Inc. electrical facilities located on parcels of land in the Evergy Inc. service area. It is intended for reference purposes only and is NOT to be construed or used as a "legal description." Map information is believed to be accurate but accuracy is not guaranteed. This information should not be relied upon as a substitute for an actual field survey. This drawing/map is not to be used as a substitute for using the ONE-CALL system for purposes of digging and excavation. You must call ONE-CALL (811) to notify operators of underground facilities of proposed excavation or digging to request that member companies mark their underground facilities before they dig! In no event will Evergy Inc. be liable for any damages, including loss of data, lost profits, business interruption, loss of business information or other pecuniary loss that might arise from the inaccuracy, use or misuse of this map or the information it contains. You are prohibited from reproducing or distributing this drawing/map or any portion of it without written permission of Evergy Inc. © Evergy Inc. All rights reserved.

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# *Ordinances*

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

<b>MEETING DATE</b>	8/23/2021, 9/13/2021	
<b>BILL NUMBER</b>	B21-19	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING THE FINAL PLAT OF ROSEWOOD HILLS 11<sup>th</sup> PLAT</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Director	
<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 gain final plat approval for Rosewood Hills 11 <sup>th</sup> Plat.	
<b>BACKGROUND</b>	The preliminary plat was approved by the Planning and Zoning Commission on November 20, 2019. The property is zoned District R-1 (Single Family Residential). The Comprehensive Plan's Future Land Use Map illustrates this area as single-family residential. Rosewood Hills 10 <sup>th</sup> Plat was recorded on June 8, 2021.	
<b>SPECIAL NOTES</b>	N/A	

<b>ANALYSIS</b>	The final plat contains 29 lots and Tracts E and F. The total land area is approximately 11.92 with Tract E being slightly less than 4 acres designated for common area for water detention purposes and setback from creek. The final plat for the 11 <sup>th</sup> phase substantially conforms to the approved preliminary plat. The final plat conforms to city standards. The public infrastructure, streets, water, sewer, and storm sewer are constructed to city specifications.
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	The Planning and Zoning Commission recommended approval at the August 11, 2021 meeting.
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Final Plat, Staff Report, Application

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-19

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
August 23, 2021 (6-0)

**AN ORDINANCE APPROVING THE FINAL PLAT OF ROSEWOOD HILLS 11<sup>th</sup> PLAT**

**WHEREAS**, the Mayor and the Board of Aldermen are committed to the development of the City.

**WHEREAS**, a meeting was held on August 11, 2021 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

**WHEREAS**, the Board of Aldermen is in acceptance of the final plat, easements and right-of-way that are dedicated for public purposes.

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

**SECTION 1:** The final plat of Rosewood Hills 11<sup>th</sup> Plat is approved.

**SECTION 2:** The property legally described below as Rosewood Hills 11<sup>th</sup> Plat:

All that part of Section 22, Township 49, Range 30, in the City of Grain Valley, Jackson County, Missouri more particularly described as follows;

Beginning at the Northeast corner of the Southwest quarter of the Northeast quarter of said section; thence South 01 degrees 23 minutes 51 seconds West, along the East line of said quarter quarter section, a distance of 326.30 feet, to the Northeast corner of Lot 581, Rosewood Hills-10th Plat, a subdivision of record; thence in a Westerly direction along the boundary of said Rosewood Hills-10th Plat the following 7 courses; thence North 88 degrees 05 minutes 24 seconds West, a distance of 122.91 feet; thence North 01 degrees 54 minutes 36 seconds East, a distance of 35.00 feet; thence North 88 degrees 05 minutes 24 seconds West, a distance of 620.00 feet; thence South 01 degrees 54 minutes 36 seconds West, a distance of 35.00 feet; thence North 88 degrees 05 minutes 24 seconds West, a distance of 120.00 feet; thence South 01 degrees 54 minutes 36 seconds West, a distance of 365.00 feet; thence North 88 degrees 05 minutes 24 seconds West, a distance of 183.26 feet, to a point on the Easterly line of Rosewood Hills-8th Plat; thence along said Easterly line, as well as the Easterly line of Rosewood Hills-9th Plat, Phase A, both being subdivisions of record, the following 4 courses; thence North 01 degrees 42 minutes 09 seconds East, a distance of 157.48 feet; thence North 43 degrees 15 minutes 19 seconds West, a distance of 379.82 feet; thence North 30 degrees 22 minutes 23 seconds West, a distance of 128.44 feet; thence North 41 degrees 57 minutes 37 seconds West, a

distance of 216.59 feet, to a point on the North line of the Southeast quarter of the Northwest quarter of said section; thence South 88 degrees 05 minutes 42 seconds East, along said North line, a distance of 218.56 feet, to the Northwest corner of the Southwest quarter of the Northeast quarter of said section; thence South 88 degrees 08 minutes 46 seconds East, along said North line, a distance of 1313.31 feet, to the Point of Beginning. Containing 11.92 acres.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN STRATTON	_____

Mayor \_\_\_\_\_ (in the event of a tie only)

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
Mayor

ATTEST:

\_\_\_\_\_  
Jamie Logan  
City Clerk

**BOA Staff Report  
Final Plat – Rosewood Hills – 11<sup>th</sup> Plat  
August 23, 2020**

**QUICK FACTS:**

L&B Development is the property owner and developer.  
The property is zoned District R-1 (Single Family Residential).  
The total number of lots are 29 and Tracts E and F.  
The total land area is approximately 11.92 acres with Tract E being slightly less than 4 acres is designated for common area for water detention purposes and setback from creek.  
Tract F shall be deeded to adjacent property owner due to existing structure that crosses property line.  
The Comprehensive Plan's Future Land Use Map illustrates this area as single-family residential development.  
The preliminary plat included phases 10<sup>th</sup> and 11<sup>th</sup>, was approved by the Commission on November 20, 2019.  
Rosewood Hills – 10<sup>th</sup> Plat was recorded on June 8, 2021.

**ACTION:**

For the Board of Aldermen to approve the final plat for Rosewood Hills – 11<sup>th</sup> plat.

**ANALYSIS:**

The final plat for the 11<sup>th</sup> phase substantially conforms to the approved preliminary plat.  
The final plat meets the city requirements and standards.

**PLANNING AND ZONING COMMISSION:**

The Commission reviewed the final plat and recommended approval at their August 11<sup>th</sup> meeting.

**STAFF RECOMMENDATION:**

Staff recommends approval of the final plat for Rosewood Hills 11<sup>th</sup> phase.

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711 Main Street  
 Grain Valley, MO 64029  
 816.847.6220  
 816.847.6206 fax  
 www.cityofgrainvalley.org

**PLANNING & ZONING APPLICATION**

**PROJECT INFORMATION**

Location: NE Rymeg Dr and NE Crestwood Dr.  
 Subdivision: Rosewood Hills Lot #: \_\_\_\_\_ Zoning District: Residential  
 Description of Request: Approval of final plat of Rosewood Hills, 11<sup>th</sup> Plat

**APPLICANT INFORMATION**

Name: Bob Schmidt  
 Company: L & B Development, Inc.  
 Address: 1912 Harold Dr. Raymore Mo, 64083  
 Telephone: 816-679-8238 Fax: \_\_\_\_\_ E-mail: rymeg@att.net  
 Property Owner: L & B Development (Bob Schmidt)  
 Additional Contact(s): \_\_\_\_\_

Type of Application: Check Type & Submit Corresponding Requirements	Submittal Requirement List:
<input type="checkbox"/> Rezoning 1 • 2 • 5 • 10 • 11 • 14	1 Legal description of subject property
<input type="checkbox"/> Ordinance Amendment 10	2 Map depicting general location of site
<input type="checkbox"/> Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3 Summary Site Analysis depicting current character of site
<input type="checkbox"/> Temporary Use Permit 2 • 10 • 14	4 Preliminary Plat (3 full size copies)
<input type="checkbox"/> Preliminary Plat 1 • 3 • 4 • 14	5 Preliminary Development/ Site Plan (6 copies)
<input checked="" type="checkbox"/> Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6 Final Plat (6 copies)
<input type="checkbox"/> Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	7 Final Development/ Site Plan (6 copies)
<input type="checkbox"/> Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8 Landscaping Plan (6 copies)
<input type="checkbox"/> Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15	9 Building Elevations (6 copies)
<input type="checkbox"/> Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10 Written description of the proposal
<input type="checkbox"/> Future Land Use Map (Refer to page 9)	11 List of property owners within 185 feet
<b>Note:</b> Include at least one 8 ½ x 11 copy of all drawings and plans with all applications.	12 Construction plans for all public works improvements (6 copies)
	13 Copies of tax certificates from City and County
	14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner
	15 Off-site easements if necessary
	16 Survey of vacation area
	17 Utility Comment Form - City will provide form

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

The applicant hereby agrees that all information is provided as required with this application and the City Code:  
 Applicant's Signature: [Signature] Date: 6/23/21

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**PAID**  
**JUN 25 2021**  
 CITY OF GRAIN VALLEY  
[Signature]  
20210459

\$590.00

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

<b>MEETING DATE</b>	09/13/2021	
<b>BILL NUMBER</b>	B21-20	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE TO ESTABLISH THE CITY OF GRAIN VALLEY, MISSOURI'S ANNUAL TAX LEVIES FOR THE 2021 CALENDAR YEAR FOR GENERAL MUNICIPAL GOVERNMENT OPERATIONS; THE RETIREMENT OF GENERAL OBLIGATION DEBT; PARK MAINTENANCE; AND PUBLIC HEALTH PURPOSES</b>	
<b>REQUESTING DEPARTMENT</b>	Administration & Finance	
<b>PRESENTER</b>	Ken Murphy, City Administrator Steven Craig, Finance Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To meet the required timelines for establishing the tax rate within Jackson County, Missouri. The tax generated provides revenue for operating the city and making the debt service payments.	
<b>BACKGROUND</b>	N/A	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	Newspaper publication on 8/13/2021 and public hearing on 8/23/2021	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Newspaper Notice, & Tax Levy Worksheet	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-17

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
September 13, 2021

**AN ORDINANCE TO ESTABLISH THE CITY OF GRAIN VALLEY,  
MISSOURI'S ANNUAL TAX LEVIES FOR THE 2021 CALENDAR YEAR FOR GENERAL  
MUNICIPAL GOVERNMENT OPERATIONS; THE RETIREMENT OF GENERAL  
OBLIGATION DEBT; PARK MAINTENANCE; AND PUBLIC HEALTH PURPOSES**

**WHEREAS,** the Board of Aldermen, City of Grain Valley, Missouri are required by statute to adopt an annual budget and establish a tax rate sufficient to meet the planned expenditures for the upcoming fiscal year; and

**WHEREAS,** the Board conducted a public hearing on August 23, 2021, to solicit and listen to public input for the City tax levies for the upcoming year.

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

**SECTION 1:** The City of Grain Valley's annual tax levies for 2021 shall be levied on each one hundred dollars (\$100) assessed valuation of all taxable real estate, personal property, including individual and business personal property, and all locally assessed railroad and other utility real estate and personal property in the City of Grain Valley, Missouri at the following rates:

- A. General Municipal Government Operations - \$0.4685 for general municipal government operations to be deposited in General Fund.
- B. Retirement of General Obligation Debt - \$0.8362 for the retirement of general obligation debt, including the payment of principal and interest, to be deposited in the Debt Service Fund.
- C. Park Fund - \$0.1035 for park maintenance to be deposited in the Park Fund.
- D. Public Health - \$0.0412 for public health purposes to be deposited in the Public Health Fund.

Total City Levy - \$1.4494

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_

ALDERMAN HEADLEY \_\_\_\_\_

ALDERMAN MILLS \_\_\_\_\_

MAYOR \_\_\_\_\_

*(in the event of a tie only)*

ALDERMAN CLEAVER \_\_\_\_\_

ALDERMAN KNOX \_\_\_\_\_

ALDERMAN STRATTON \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
Mayor

ATTEST:

\_\_\_\_\_  
Jamie Logan  
City Clerk

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**Public Notices**

governed by the applicable Rules of Civil Procedure and by Circuit Court Rule 33.5. You are further notified that, unless you file an answer or other pleading or shall otherwise appear and defend against the aforesaid petition within 45 days after the first date of publication, judgment by default will be rendered against you. A true copy from the record. Witness my hand and the seal of the court this JULY 14, 2021.

First date of Publication: JULY 23, 2021

MARY A. MARQUEZ  
Court Administrator  
ALYSON L. WALLER  
Clerk

July 23, 30, 2021; August 6, 13, 2021

**IN THE CIRCUIT COURT OF JACKSON, MISSOURI CIRCUIT DIVISION - AT INDEPENDENCE**  
Vivid Properties, LLC  
Plaintiff,  
v.  
Case# 2116-CV13352  
Republic Bank, and All of the unknown officers, direc-

**Public Notices**

tors, members, predecessors, successors, trustees, creditors, lessees, tenants, and assigns of any defendants that are existing, dissolved, or dormant corporations or limited liability companies; and all other persons and entities, unknown, claiming any right, title, estate, lien, or interest in the property described in this Petition. Defendants.

**NOTICE UPON ORDER FOR SERVICE BY PUBLICATION IN THE EXAMINER**

The State of Missouri, to Defendants:  
Republic Bank and all of the unknown officers, directors, members, predecessors, successors, trustees, creditors, lessees, tenants, and assigns of any defendants that are existing, dissolved, or dormant corporations or limited liability companies; and all other persons and entities, unknown, claiming any right, title, estate, lien, or interest in the property described in this Petition. You are hereby notified that an action has been commenced against you in

**Public Notices**

the Circuit Court of Jackson County, Missouri, the object and general nature of which is to quiet title of the real property commonly known as 628 Fremont, Kansas City, Missouri 64125, more specifically described as: The North 16 feet of the East 130 feet of Lot 10 and the South 17 feet of the East 130 feet of Lot 11, Block 3, WEST RIDGEWAY, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

The names of all parties to said action are: Plaintiff Vivid Properties, LLC, and Defendants Republic Bank, et al. The name and address of the attorney for Plaintiff is: David H. Cook, Stewart, Cook, Constance & Minton, L.L.C., 501 West Lexington Avenue, Independence, Missouri 64050.

You are further notified that, unless you file an answer or other pleading, or shall otherwise appear and defend against the aforesaid petition within 45 days after JULY 23, 2021, judgment by default will be rendered against you.

**Public Notices**

Witness my hand and seal of the Circuit Court of Jackson County, Missouri this 16th day of July, 2021.

/s/ Teresa Morales  
Deputy Court Administrator

July 23, 30, 2021; August 6, 13, 2021

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**Public Notices**

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI AT INDEPENDENCE PROBATE DIVISION**

MEGAN E. BARNES,  
Petitioner  
v.  
Case Number: 21PP-PR00763

JOANNA RUSTMAN,  
Respondent

In the matter of: HAROLD M. BARNES,  
DECEASED Estate No. 19P9-PR01152

**NOTICE UPON ORDER FOR SERVICE BY PUBLICATION**

THE STATE OF MISSOURI TO: JOANNA RUSTMAN, Respondent.

You are hereby notified that an action has been commenced against you in the Circuit Court of Jackson County, Missouri, at INDEPENDENCE, the object and general nature of which is: Petition to Charge Heir for Waste of Assets.

The names of all the parties to said action are stated above in the caption hereof and the name and address of attorney for petitioner is: NICOLE PISKURIC SHEPHERD ELDER LAW GROUP, LLC 8717 W. 110TH ST., SUITE 420 OVERLAND PARK, KS 66210.

Said action has been designated as an adversary proceeding and shall be governed by the applicable Rules of Civil Procedure and Circuit Court Rule 33.5.

You are further notified that, unless you file an answer or other pleading or shall otherwise appear and defend against the aforesaid petition within 45 days after the first date of publication, judgment by default will be rendered against you. A true copy from the record. Witness my hand and the seal of this court this June 16, 2021.

Mary A. Moroney  
Court Administrator  
By Kim McMullin  
Clerk

(SEAL)  
July 23, 30, 2021; August 6, 13, 2021

**NOTICE OF PUBLIC HEARING ON PROPOSED RATES OF TAXES OF PUBLIC WATER SUPPLY DISTRICT NO. 17 OF JACKSON COUNTY, MISSOURI**

Notice is hereby given to all residents of Public Water Supply District No. 17 of Jackson County, Missouri, that a public hearing regarding proposed rates of taxes of said District shall be on September 9, 2021 at 7:00 p.m.

The assessed valuation of real and personal property in the District is as follows:

Real Property	\$ 103,182,357
Personal Property	\$ 21,665,107
State Assessed Railroad and Utility (Real Property)	\$ 3,688,436
State Assessed Railroad and Utility (Personal Property)	\$ 401,831
<b>Total Current Valuation</b>	<b>\$ 128,137,731</b>

The public hearing will be held at the Grain Valley Civic Center, 713 Main Street, Grain Valley, Missouri.

/s/ Jason Herman  
Jason Herman, Clerk  
Public Water Supply District No. 17 of Jackson County, Missouri  
August 9, 2021

**NOTICE OF PUBLIC HEARING TO SET TAX LEVY FOR 2021**

A hearing will be held at 7:00 P.M., Monday, August 23, 2021, at the Grain Valley City Hall, located at 711 Main Street, in the City of Grain Valley, Missouri, at which citizens may be heard on the property tax rates proposed to be set by the City of Grain Valley, Missouri. The levy amount is per \$100 of assessed value

Assessed Valuation (by categories)*	Prior Year 2020	Current Year 2021	Change Assessed Valuation
Real Estate including Railroad & Utility	203,635,763	229,024,385	12.5%
Personal Property including Railroad & Utility	38,559,321	45,134,295	17.1%
<b>Total</b>	<b>242,195,084</b>	<b>274,158,680</b>	<b>13.2%</b>
New Construction	3,030,791	7,232,140	

	2020 Tax Levy	2021 Revenue	Proposed Tax Levy	Estimated Revenue	Change in Revenue
General Fund	0.4967	1,202,983	0.4685	1,284,433	6.8%
Debt Service Fund	0.9493	2,299,158	0.8362	2,292,516	-0.3%
Parks & Recreation	0.1097	265,688	0.1035	283,754	6.8%
Public Health	0.0437	105,839	0.0412	112,953	6.7%
<b>Total</b>	<b>1.5994</b>	<b>3,873,668</b>	<b>1.4494</b>	<b>3,973,655</b>	

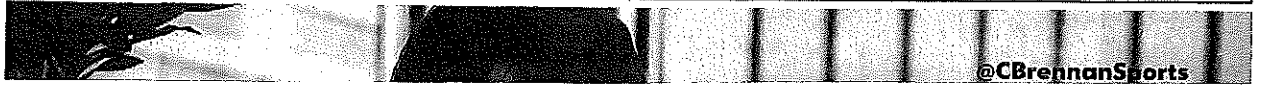
This notice was prepared utilizing the latest data available from Jackson county. Changes in figures from the county or state offices may result in changes in some or all the estimates

PN22812021

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**CITY OF GRAIN VALLEY  
2021 ESTIMATED TAX LEVY**

	General		Park		Public Health		Debt Service		Total
2020 LEVY	0.4967		0.1097		0.0437		0.9493		1.5994
Revenue (2020 budget)	\$ 1,202,983	\$	265,688	\$	105,839	\$	2,299,158	\$	3,873,668
<b>2021 Levy</b>	<b>0.4685</b>		<b>0.1035</b>		<b>0.0412</b>		<b>0.8362</b>		<b>1.4494</b>
<b>Revenue (2022 budget)</b>	<b>\$ 1,284,433</b>	<b>\$</b>	<b>283,754</b>	<b>\$</b>	<b>112,953</b>	<b>\$</b>	<b>2,292,515</b>	<b>\$</b>	<b>3,973,656</b>
2021 Levy - ceiling allowed rate	0.4685		0.1035		0.0412		0.8362		1.4494
Revenue (2022 budget)	\$ 1,284,433	\$	283,754	\$	112,953	\$	2,292,515	\$	3,973,656

Each penny in levy represents 27,416 in total revenue.

Difference -revenue-	\$ 81,450	\$	18,066	\$	7,114	\$	(6,643)	\$	99,988
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2020 Assessed Valuation	\$242,195,084
2021 July Assessed Valuation	\$274,158,680
Increase by %	13.2%

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

<b>MEETING DATE</b>	09/13/2021	
<b>BILL NUMBER</b>	B21-21	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AUTHORIZING THE ESCROW OF FUNDS SUFFICIENT TO PAY A PORTION OF THE OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2018A, OF THE CITY OF GRAIN VALLEY, MISSOURI, AND AUTHORIZING CERTAIN DOCUMENTS AND OTHER ACTIONS</b>	
<b>REQUESTING DEPARTMENT</b>	Administration & Finance	
<b>PRESENTER</b>	Ken Murphy, City Administrator  Steven Craig, Finance Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To approve an ordinance escrowing funds for payment of the Series 2018A General Obligation Bonds maturing in March 2028.	
<b>BACKGROUND</b>	N/A	
<b>SPECIAL NOTES</b>	The City's Financial Advisor from Baker Tilly has reviewed the documents and bond defeasement amounts.	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Escrow Agreement	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-21

ORDINANCE NO. \_\_\_\_\_  
SECOND READING \_\_\_\_\_  
FIRST READING \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE ESCROW OF FUNDS SUFFICIENT TO PAY  
A PORTION OF THE OUTSTANDING GENERAL OBLIGATION BONDS, SERIES  
2011, OF THE CITY OF GRAIN VALLEY, MISSOURI, AND AUTHORIZING  
CERTAIN DOCUMENTS AND OTHER ACTIONS**

**WHEREAS**, the City of Grain Valley, Missouri (the “City”), has heretofore issued and now has outstanding its General Obligation Refunding Bonds, Series 2018A (the “Series 2018A Bonds”), as authorized by an Ordinance of the City passed on June 11, 2018 (the “Series 2018A Ordinance”); and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to escrow funds in the approximate amount of \$375,000 to provide for the defeasance and payment of as much of the principal amount of the Series 2018A Bonds maturing March 1, 2028 (the “Defeased Bonds”) as possible including any interest accrued thereon when due and when called for redemption on March 1, 2026;

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

**SECTION 1.** There is hereby authorized and directed to be prepared and executed an Escrow Trust Agreement (the “Escrow Agreement”) between the City and UMB Bank, N.A., as Escrow Agent, in substantially the form on file with the City. The Mayor and City Clerk are hereby authorized and directed to execute the Escrow Agreement for and on behalf of and as the act and deed of the City. The Escrow Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, Baker Tilly Municipal Advisors, LLC (the “Financial Advisor”) and Gilmore & Bell, P.C. (the “Bond Counsel”) are authorized to take all necessary actions for the subscription or purchase of escrowed securities as described therein, including the subscription for United States Treasury Securities State and Local Government Series.

**SECTION 2.** The City desires to deposit funds in escrow to defease and redeem the Defeased Bonds. In accordance with the requirements of the Series 2018A Ordinance, the officers of the City are hereby directed to cause notice of the payment of such Defeased Bonds to be given in the manner provided in the Series 2018A Ordinance. The Defeased Bonds shall be called for redemption prior to maturity on March 1, 2026. The officers of the City and the Paying Agent for the Series 2018A Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the defeasance and redemption of such Defeased Bonds.

**SECTION 3.** The officers of the City, including the Mayor, the City Administrator, the Finance Director and the City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

**SECTION 4.** This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

*[remainder of page intentionally left blank]*

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_  
ALDERMAN HEADLEY \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN STRATTON \_\_\_\_\_

Mayor \_\_\_\_\_ (in the event of a tie only)

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
Mayor

ATTEST:

\_\_\_\_\_  
Jamie Logan  
City Clerk

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**ESCROW TRUST AGREEMENT**

**Dated as of September \_\_, 2021**

---

**Between**

**CITY OF GRAIN VALLEY, MISSOURI**

**and**

**UMB BANK, N.A.**

**Entered in Connection with the Payment and Redemption of a portion  
of an Issue of General Obligation Refunding Bonds, Series 2018A, of  
the City of Grain Valley, Missouri.**

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## ESCROW TRUST AGREEMENT

**THIS ESCROW TRUST AGREEMENT** dated as of September \_\_, 2021 (the “Agreement”), between the **CITY OF GRAIN VALLEY, MISSOURI** (the “City”), and **UMB BANK, N.A.**, a national banking association with an office in Kansas City, Missouri, and having full trust powers, as Escrow Agent (the “Escrow Agent”).

### RECITALS:

1. The City has heretofore duly authorized and issued its General Obligation Refunding Bonds, Series 2018A, and has determined to escrow funds and securities sufficient to pay principal of and interest on certain portions thereof (the “Escrowed Bonds”), described as follows and on **Schedule 1** hereto:

### ESCROWED BONDS

<u>Series Designation</u>	<u>Date of Bonds</u>	<u>Maturity Date</u>	<u>Principal Amount Escrowed</u>
Series 2018A	July 11, 2018	March 1, 2028	\$

2. The Escrowed Bonds will mature and will have principal and interest payable in the amounts and at the times shown on **Schedule 1** attached hereto.

3. With funds of the City duly allocated therefor, the City intends to provide for the payment of the principal of and interest on the Escrowed Bonds through the purchase of non-callable direct obligations of the United States of America described in **Schedule 2** attached hereto and the deposit of an initial cash balance.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**1. Definitions.** The following words and terms used in this Agreement shall have the following meanings:

“**Agreement**” means this Escrow Trust Agreement.

“**Bond Counsel**” means Gilmore & Bell, P.C., Kansas City, Missouri, or other firm of attorneys nationally recognized on the subject of municipal bonds.

“**Bond Payment Date**” means any date on which any principal of or interest on any of the Escrowed Bonds is due and payable.

“**Code**” means the Internal Revenue Code, as amended.

“**City**” means the City of Grain Valley, Missouri.

“**Escrow Agent**” means UMB Bank, N.A., and its successor or successors at the time acting as the Escrow Agent under this Agreement.



“**Escrowed Bonds**” means the portion of the outstanding General Obligation Refunding Bonds, Series 2018A, of the City, described in the recitals to this Agreement and **Schedule 1** hereto.

“**Escrow Fund**” means the fund by that name referred to in **Section 3** of this Agreement.

“**Escrow Ordinance**” means the Ordinance passed by the Board of Aldermen on September 13, 2021, which authorized this Escrow Agreement and other actions necessary to escrow funds sufficient for the payment of the Escrowed Bonds.

“**Escrowed Securities**” means the direct non-callable obligations of the United States of America listed on **Schedule 2** attached hereto.

“**Paying Agent**” means the paying agent for the Escrowed Bonds as designated in the Series 2018A Bond Ordinance, and any successor or successors at the time acting as paying agent for any of the Escrowed Bonds.

“**Series 2018A Bond Ordinance**” means the Ordinance of the City passed and approved which authorized the issuance of the Escrowed Bonds.

**2. Creation of Escrow Fund.** There is hereby created and established with the Escrow Agent the following special and irrevocable separate trust fund to be held in the custody of the Escrow Agent and designated as the “Escrow Fund for General Obligation Refunding Bonds, Series 2018A” (the “Escrow Fund”).

**3. Deposits to the Escrow Fund.** Concurrently with the execution and delivery of this Agreement, the City herewith deposits with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of funds contributed by the City in the amount of \$\_\_\_\_\_. The Escrow Agent shall apply such amount as follows:

(a) \$\_\_\_\_\_ shall be used to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund.

(b) \$\_\_ shall be held uninvested in the Escrow Fund as a beginning balance.

**4. Creation of Lien.** The escrow created hereby shall be irrevocable. The holders of the Escrowed Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and shall be applied solely for the payment of the principal of and interest on the Escrowed Bonds.

**5. Application of Cash and Escrowed Securities in the Escrow Fund.**

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Bond Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of and interest on the Escrowed Bonds becoming due and payable on such Bond Payment Date, as set forth in **Schedule 1** attached hereto, and shall forward such amount to the

office of the Paying Agent, so that immediately available funds will reach the office of the Paying Agent on or before 12:00 Noon, Central time, on such Bond Payment Date. In order to make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedule in **Schedule 2** attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) shall be limited to the money and Escrowed Securities in the Escrow Fund.

(c) Upon the payment in full of the principal of and interest on the Escrowed Bonds, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the City.

**6. Notice of Escrowed Bonds.** The City instructs the Escrow Agent, as the Paying Agent for the Escrowed Bonds, to give all notices of defeasance of such Escrowed Bonds required by the Series 2018A Bond Ordinance. The City directs the Escrow Agent, as the Paying Agent for the Escrowed Bonds, to take such further action as may be necessary under the Series 2018A Bond Ordinance related to the defeasance of the Escrowed Bonds in the principal amounts and at the time set forth in **Schedule 1** hereof.

**7. Reports of the Escrow Agent.** As long as any of the Escrowed Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Bond Payment Date, determine the amount of money that will be available in the Escrow Fund to pay the principal of and interest on the Escrowed Bonds on the next Bond Payment Date, and if the Escrow Agent determines that sufficient funds will not be available on such Bond Payment Date, then the Escrow Agent shall certify in writing to the City the amount so determined, and provide a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification.

**8. Liability of Escrow Agent.**

(a) The Escrow Agent shall not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Escrowed Bonds. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Escrowed Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money shall be and remain the property of the City in trust for the holders of the Escrowed Bonds, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

(d) The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, verification, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(e) The Escrow Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement.

(f) No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall not be liable for any error of judgment made in good faith by an authorized officer or employee of the Escrow Agent, unless it shall be provided that the Escrow Agent was negligent in ascertaining the pertinent facts, or for the misconduct or negligence of any agent appointed with due care.

(g) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Escrow Agent shall be subject to the provisions of this Section.

**9. Fees and Costs of the Escrow Agent and Costs Related to Defeasance of the Escrowed Bonds.** The aggregate amount of the costs, fees and expenses in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement shall be paid concurrently with the transfer of moneys to the Escrow Agent for creation of the Escrow Fund. The Escrow Agent shall be entitled to reimbursement from the City of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement, including but not limited to costs incurred for giving notice of redemption of any redeemed bonds. Claims for such reimbursement may be made to the City and in no event shall such reimbursement or other fees of the Escrow Agent be made from funds held in the Escrow Fund by the Escrow Agent pursuant to this Agreement.

If the Escrow Agent resigns prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid by the City to the Escrow Agent for its services under this Agreement.

**10. Resignation or Removal of Escrow Agent; Successor Escrow Agent.** The Escrow Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the City and to the Paying Agent and by first class mail to all of the owners of record of the Escrowed Bonds not less than 60 days prior to the date when the resignation is to take effect. Such resignation shall take effect immediately upon the acceptance of the City of the resignation, the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the City, the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the resigning Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and the City and signed by the owners of a majority in principal amount of the Escrowed Bonds then outstanding; provided that written notice thereof is mailed on or before the date of such removal by first class mail, postage prepaid, to all registered owners of such Bonds, who are not parties to such instruments. The Escrow Agent may also be removed by the City if the Escrow Agent fails to make timely payment on any Bond Payment Date to the Paying Agent of the amounts required to be paid by it on such Bond Payment Date by **Section 5(b)** of this Agreement; provided that written notice thereof is mailed on or before the date of such removal by registered or certified mail, postage prepaid, to the Paying Agent and by first class mail to all registered owners of such Bonds who are not parties to such instruments. Any removal pursuant to this paragraph shall become effective upon the appointment of a successor Escrow Agent (which may be a temporary successor Escrow Agent) by the City, the acceptance

of such successor Escrow Agent of the terms, covenants and conditions of this Agreement, the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent and the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent rather than the Escrow Agent being removed.

If the Escrow Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Escrow Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the City shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent is appointed by the City in the manner above provided, and any such temporary Escrow Agent so appointed by the City shall immediately and without further act be superseded by the successor Escrow Agent so appointed.

If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent has been made by such holders or the City pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Escrowed Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent is a corporation with trust powers authorized to do business in the State of Missouri and organized under the banking laws of the United States or the State of Missouri and has at the time of appointment capital and surplus of not less than \$25,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Any corporation into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, shall, if satisfactory to the City, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto, anything herein to the contrary notwithstanding.

**11. Amendments to this Agreement.** This Agreement is made for the benefit of the City and the owners from time to time of the Escrowed Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of or notice to such owners, enter into agreements supplemental to this Agreement if such supplemental agreements do not materially adversely

affect the rights of such holders and are not inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Escrowed Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Escrowed Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

**12. Termination.** This Agreement shall terminate when all transfers by the Escrow Agent under the provisions hereof shall have been made.

**13. Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

- (a) To the City at:  
City of Grain Valley, Missouri  
711 Main Street  
Grain Valley, Missouri 64029  
Attention: City Administrator
- (b) To the Escrow Agent at:  
UMB Bank, N.A.  
928 Grand Blvd.  
Kansas City, Missouri 64106  
Attention: Corporate Trust Department

**14. Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**15. Successors and Assigns.** All of the covenants, promises and agreements in this Agreement contained by or on behalf of the City or the Escrow Agent shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

**16. Governing Law.** This Agreement shall be governed by the applicable law of the State of Missouri.

**17. Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**18. Electronic Transaction.** The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**19. Indemnification.** The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against the same by the City or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Fund established hereunder, the acceptance of the moneys and securities deposited therein, the purchase of the Escrowed Securities, the retention of the Escrowed Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided however, that the City shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. In no event shall the City be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 18. The indemnities contained in this Section 18 shall survive the termination of this Agreement. The City's obligations set forth in this Section 18 are limited to the extent provided by law and nothing is to be construed as a waiver of any rights of sovereign immunity.

The Escrow Agent and its respective successors, assigns, agents, directors, officers, employees and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the purchase of the Escrowed Securities, the retention of the Escrowed Securities or the proceeds thereof or any payment, transfer or other application of the moneys or securities held by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel who may or may not be counsel to the City, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials and their corporate seals to be hereunder affixed and attested as of the date first above written.

**CITY OF GRAIN VALLEY, MISSOURI**

By: \_\_\_\_\_  
Chuck Johnston, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Logan, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Escrow Trust Agreement

**UMB Bank, N.A.,**  
as Escrow Agent

By: \_\_\_\_\_  
Name:  
Title:



Escrow Trust Agreement

**SCHEDULE 1  
TO ESCROW TRUST AGREEMENT**

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**BOND PAYMENT SCHEDULE FOR ESCROWED BONDS**

<b><u>Bond Payment Date</u></b>	<b><u>Principal Amount</u></b>	<b><u>Interest Amount</u></b>	<b><u>Total Payment</u></b>
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**SCHEDULE 2  
TO ESCROW TRUST AGREEMENT**

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**SCHEDULE OF ESCROWED SECURITIES**

<b>Maturity <u>Date</u></b>	<b>Type <u>of Security</u></b>	<b>Stated <u>Rate</u></b>	<b>Maturity <u>Value</u></b>	<b>Purchase <u>Price</u></b>
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**CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN AGENDA ITEM**

<b>MEETING DATE</b>	9/13/2021	
<b>BILL NUMBER</b>	B21-22	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COMPREHENSIVE DEVELOPMENT INCENTIVES AGREEMENT RELATED TO THE MERCADO COMMERCIAL DEVELOPMENT</b>	
<b>REQUESTING DEPARTMENT</b>	Legal & Administration	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<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 enter into a comprehensive development incentives agreement	
<b>BACKGROUND</b>	See attached staff report	
<b>SPECIAL NOTES</b>		
<b>ANALYSIS</b>		
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Memo, and Agreement	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-22

ORDINANCE NO. \_\_\_\_\_  
SECOND READING \_\_\_\_\_  
FIRST READING \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING  
THE MAYOR TO ENTER INTO A COMPREHENSIVE DEVELOPMENT  
INCENTIVES AGREEMENT RELATED TO THE MERCADO COMMERCIAL  
DEVELOPMENT**

**WHEREAS**, as authorized by Section 67.1401 to 67.1571, RSMo, as amended (the “CID Act”), and pursuant to Ordinance No. 2537, the Board of Aldermen established the Grain Valley Mercado Community Improvement District (the “CID District); and

**WHEREAS**, as by virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, on Case No. 2016-CV25080, the Grain Valley Mercado Transportation Development District (the “TDD District”) was formed; and

**WHEREAS**, the City of Grain Valley, the CID District, the TDD District, and the Developer desire to enter into the Comprehensive Development Incentives Agreement to outline the roles and responsibilities that each party will have in the operation and administration of said districts.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI**, as follows:

**SECTION 1:** The Comprehensive Development Incentives Agreement among the City of Grain Valley, Missouri, The Grain Valley Mercado Transportation Development District, The Grain Valley Mercado Community Improvement District; and Star Acquisitions, Inc., (“Agreement”) a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.

**SECTION 2:** The Mayor and City Clerk are authorized to execute the Agreement for and on behalf of the City of Grain Valley.

**SECTION 3:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4:** This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor according to law.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_  
ALDERMAN HEADLEY \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN STRATTON \_\_\_\_\_

Mayor \_\_\_\_\_ (in the event of a tie only)

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
Mayor

ATTEST:

\_\_\_\_\_  
Jamie Logan  
City Clerk

**EXHIBIT A**

Comprehensive Development Incentives Agreement

(See Attached)



**COMPREHENSIVE DEVELOPMENT INCENTIVES  
AGREEMENT FOR GRAIN VALLEY MERCADO**

---

**AMONG**

**THE CITY OF GRAIN VALLEY, MISSOURI;**

**THE GRAIN VALLEY MERCADO  
TRANSPORTATION DEVELOPMENT DISTRICT;**

**THE GRAIN VALLEY MERCADO  
COMMUNITY IMPROVEMENT DISTRICT;**

**AND**

**STAR ACQUISITIONS, INC.**

Table of Contents

	<u>Page</u>
<u>ARTICLE I RULES OF INTERPRETATION AND DEFINITIONS</u> .....	4
Section 1.01 Rules of Interpretation.....	4
Section 1.02 Definition of Words and Terms.....	5
<u>ARTICLE II COLLECTION OF FUNDS</u> .....	11
Section 2.01 Imposition, Collection, Administration and Enforcement of District Tax Revenues .....	11
Section 2.02 Distribution of the District Taxes .....	13
Section 2.03 Records of the District Taxes .....	14
Section 2.04 Repeal of the District Taxes .....	15
<u>ARTICLE III DESIGN AND CONSTRUCTION OF DISTRICT PROJECTS</u> .....	16
Section 3.01 Selection of Design and Construction Professionals.....	16
Section 3.02 City Approval of District Projects.....	16
Section 3.03 Dedication of Right of Way for District Projects.....	16
Section 3.04 Approval Prior to Construction .....	16
Section 3.05 Construction of District Projects .....	16
Section 3.06 Completion of Construction .....	17
Section 3.07 Acceptance of District Projects .....	18
<u>ARTICLE IV OWNERSHIP AND MAINTENANCE OF DISTRICT PROJECTS</u> .....	18
Section 4.01 Intentionally Omitted .....	18
Section 4.02 Maintenance of District Projects .....	18
Section 4.03 Insurance Requirements .....	18
<u>ARTICLE V FINANCING DISTRICT PROJECTS</u> .....	19
Section 5.01 Public Incentives .....	19
Section 5.02 City Sales Tax Reimbursement to Developer .....	19
Section 5.03 Reimbursement of Prior Expenditures .....	20
Section 5.04 Reimbursement of Interest Expenses .....	22
Section 5.05 Annual Budget and Payment of Operating Costs as Incurred.....	23
Section 5.06 Captured Portion of District Tax Revenues .....	24
<u>ARTICLE VI SPECIAL COVENANTS</u> .....	24
Section 6.01 Records of the Districts .....	24
Section 6.02 Records of the City.....	25
Section 6.03 Intentionally Omitted .....	25
Section 6.04 Notice to Tenants and Transferees .....	25
Section 6.05 Intentionally Omitted .....	27
<u>ARTICLE VII EVENTS OF DEFAULT</u> .....	27
Section 7.01 Events of Default.....	27
Section 7.02 Remedies on Default .....	27
Section 7.03 Rights and Remedies Cumulative .....	28
Section 7.04 Waiver of Breach.....	28
<u>ARTICLE VIII REPRESENTATIONS</u> .....	28
Section 8.01 Representations by the TDD .....	28
Section 8.02 Representations by the CID.....	29
Section 8.03 Representations by the City.....	31
Section 8.04 Representations by the Developer .....	31

<u>ARTICLE IX MISCELLANEOUS PROVISIONS</u> .....	32
Section 9.01 Notices .....	32
Section 9.02 Recording of Agreement. ....	34
Section 9.03 Immunity of Officers, Employees and Members. ....	34
Section 9.04 Amendments.....	34
Section 9.05 Survival. ....	35
Section 9.06 Governing Law.....	35
Section 9.07 Effective Date.....	35
Section 9.08 Execution in Counterparts. ....	35
Section 9.09 Approval by City.....	35
Section 9.10 Tax Implications.....	35

## INDEX OF EXHIBITS

District Projects and Estimated Costs	Exhibit A
Community Improvement District Petition	Exhibit B
CID Resolution Authorizing City to Administer Sales and Use Tax	Exhibit C
Transportation Development District Petition	Exhibit D
TDD Resolution Authorizing City to Collect and Administer Sales Tax	Exhibit E

**COMPREHENSIVE DEVELOPMENT INCENTIVES AGREEMENT**

This Comprehensive Development Incentives Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021, by and among, **THE CITY OF GRAIN VALLEY, MISSOURI**, a Missouri city of the fourth classification and political subdivision; the **GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri transportation development district and political subdivision, the **GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision, and **STAR ACQUISITIONS, INC.**, a Missouri general business corporation, which date is the last date that any of the four (4) parties hereto execute this Agreement.

**RECITALS**

A. By Ordinance No. 2107, adopted by the Board of Aldermen on September 27, 2010, the City approved a Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area and declared the Redevelopment Area as a Blighted Area. The Redevelopment Area is divided into five Redevelopment Project Areas, designated Project Areas 1A, 1B, 2, 3, and 4. The City of Grain Valley is the designated redeveloper of Project Areas 1A, 1B, 3, and 4. The Community Improvement District (CID) and Transportation Development District (TDD) lie within the Redevelopment Area, specifically Project Area 3.

B. By Ordinance No. 2322, adopted by the Grain Valley Board of Aldermen on December 9, 2013, the City Amended the TIF Plan to, among other things, revise the Redevelopment Project Costs associated with Project Area 3 based on actual, instead of estimated, construction costs, which were expended by the City (\$1,012,519.00) for interchange improvements needed to aid in the remediation of blight within the Redevelopment Area.

C. By Ordinance No. 2500, adopted by the Grain Valley Board of Aldermen on April 27, 2020, the City activated Redevelopment Project Area 3, which will collect TIF Revenues until the earlier of 2043, or the full reimbursement of Redevelopment Project Costs.

D. Upon conducting due diligence into development of a portion of Redevelopment Project Area 3, the Developer learned from MoDOT that traffic capacity at the intersection of BB Highway (Buckner-Tarsney Road) and NW Jefferson Street has or will soon reach its as-built capacity, and that additional development in that area would require additional transportation improvements, including turn lanes and traffic signal modifications. This was despite communication received by the City in 2009 that MoDOT's original design would cover anticipated capacity out to the year 2030.

E. The Grain Valley Board of Aldermen, on November 23, 2020, authorized the Mayor to sign a Terms Sheet establishing the initial terms of a proposal for incentives to assist the Developer with financing the extraordinary costs related to the additionally required transportation improvements and other extraordinary costs of blight remediation in a portion of Project Area 3. This Terms Sheet provided for incentives through non-captured revenues from a CID, a TDD, and certain non-captured City sales tax revenues.

F. The CID was established by the Grain Valley Board of Aldermen on February 8, 2021, by virtue of Ordinance No. 2537. The stated purpose of the CID is to provide funding for the CID Projects.

G. The CID intends to levy a CID Sales Tax at a rate of one percent (1%) on retail sales in accordance with the CID Act. The CID Sales Tax will be levied and collected within the boundaries of the CID.

H. The CID is authorized in accordance with the provisions of the CID Act to contract with the City, the TDD, and the Developer to assist in operating and financing the CID Projects.

I. The Developer and the CID desire to contract with the City for the City to perform the function of administrating the CID Sales Tax.

J. The TDD was formed on April 13, 2021, by virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, on Case No. 2016-CV25080. The stated purpose of the TDD is to undertake the TDD Projects.

K. The TDD intends to impose a TDD Sales Tax at the rate of one percent (1%) on all transactions subject to sales taxes in accordance with the TDD Act. The TDD Sales Tax will be imposed and collected within the boundaries of the TDD.

L. The TDD is authorized in accordance with the provisions of the TDD Act to perform all functions incident to the administration, collection, enforcement, and operation of the TDD Sales Tax.

M. The Developer and the TDD desire to contract with the City for the City to perform the functions of administrating, collecting, and enforcing the TDD Sales Tax.

N. The TDD, as a political subdivision and a local transportation authority, is authorized in accordance with the provisions of the TDD Act to contract with the City, the CID, and the Developer to assist in operating and financing the TDD Projects.

*(Remainder of Page Intentionally Left Blank)*

**AGREEMENT**  
**ARTICLE I**

**RULES OF INTERPRETATION AND DEFINITIONS**

**Section 1.01 Rules of Interpretation.**

A. All exhibits attached to and referenced in this Agreement are expressly incorporated into this Agreement by such reference.

B. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(1) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with Section 9.04 of this Agreement.

(2) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, section, subsection, and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(3) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations,



partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(4) The table of contents, captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(5) Any approvals or consents required by this Agreement to be given by any party to this Agreement shall not be unreasonably withheld or delayed.

**Section 1.02 Definition of Words and Terms.**

In addition to the words and terms defined elsewhere in this Agreement, the following capitalized words and terms, as used in this Agreement, shall have the meanings described below.

A. "Administrative Fee": That amount of the CID Sales Tax Revenue, TDD Sales Tax Revenue, and City Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting and administering the CID Sales Tax, TDD Sales Tax, and City Sales Tax reimbursement pursuant to Article II of this Agreement.

B. "Agreement": This Comprehensive Development Incentives Agreement among the City of Grain Valley, Missouri; the Grain Valley Mercado Community Improvement District; the Grain Valley Mercado Transportation Development District; and STAR Acquisitions, Inc.

C. "Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

D. "Board of Aldermen": The governing body of the City.

E. "Captured District Tax Revenues": The half portion of the District Tax Revenues that will be deposited in the TIF Special Allocation Fund in accordance with the TIF Plan.

F. "CID": The Grain Valley Mercado Community Improvement District, a Missouri community improvement district and political subdivision of the State of Missouri.

G. "CID Act": The Missouri Community Improvement District Act, Sections 67.1401 to 67.1571, of the Revised Statutes of Missouri, as amended.

H. "CID Petition": the document entitled "Petition to the City of Grain Valley, Missouri for the Establishment of the Grain Valley Mercado Community Improvement District" which was filed by the Property Owners as the owners of real property located within the CID to request the Grain Valley Board of Aldermen to establish the CID, which document was approved by the Board of Aldermen on February 8, 2021 by Ordinance No. 2537, and which document is substantially the same as that which is attached as **Exhibit B**.

I. "CID Projects": Those projects listed on the Five-Year Management Plan, which is Exhibit 2 of the CID Petition, which projects have been incorporated into the District Projects shown on **Exhibit A** to this Agreement, and such other projects as may be approved in accordance with the CID Act and this Agreement.

J. "CID Sales Tax": The sales and use tax levied by the District on retail sales within its boundaries pursuant to the CID Act in the amount of one percent (1%).

K. "CID Sales Tax Revenue": Monies actually collected, pursuant to this Agreement and the CID Act, from the levy of the CID Sales Tax.

L. "City": The City of Grain Valley, Missouri.

M. "City Code": The Code of Ordinances of the City of Grain Valley, Missouri.

N. "City Sales Tax Revenue": Shall have the meaning set forth in Section 5.02.

O. "Code": The Internal Revenue Code.

P. "Costs of Formation": Actual, reasonable costs, and expenses approved by the City, which are incurred by the City, the CID, the TDD, or the Developer or its affiliates, to 1) draft, review, and approve the CID petition and financial terms associated with the CID and obtain approval of an ordinance to establish the CID and to call and hold an election for approval of the CID Sales Tax, including, but not limited to, attorneys' and other professional service fees and expenses related thereto; and 2) obtain circuit court approval of formation of the TDD and the imposition of the TDD Sales Tax, including, but not limited to, attorneys' and other professional service fees and expenses of filing and defending the petition and to call and hold the election for the TDD Sales Tax; including all publication and incidental costs related to any of the aforementioned activities.

Q. "Developer": STAR Acquisitions, Inc., a Missouri corporation, and its successors and assigns.

R. "District or Districts": The CID and the TDD, collectively, or singularly as the context indicates.

S. "District Projects": The CID Projects and the TDD Projects, collectively, which are specifically enumerated and estimated on **Exhibit A** hereto.

T. "District Taxes": The CID Sales Tax and the TDD Sales Tax, collectively.

U. "District Tax Revenues": The monies collected, pursuant to this Agreement and the CID Act or TDD Act, from the imposition or levy of the District Taxes.

V. "DOR": The Missouri Department of Revenue.

W. "Economic Activity Taxes": Economic Activity Taxes, as defined by the TIF Act and captured by the TIF Plan.

X. "Event of Default": Any event specified in Section 7.01 of this Agreement.

Y. "Financing Costs": Developer's interest and other financing costs and fees associated with paying for Reimbursable Project Costs, as discussed in Section 5.04 of this Agreement.

Z. "Improvement Costs": All actual and reasonable costs and expenses approved by the City, which approval shall not be unreasonably withheld, which are incurred with respect to construction of the District Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded in connection with the District Projects, City inspection fees, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the District Projects, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors, and engineers in relation to the construction of the District Projects and all actual and reasonable costs for the oversight of the completion of the District Projects including overhead expenses of the District for administration, supervision, and inspection incurred in connection with the District Projects; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the District Projects and which may lawfully be paid or incurred by the CID or TDD under the CID Act or TDD Act, respectively.

AA. "MoDOT": The Missouri Department of Transportation and/or the Missouri Highways and Transportation Commission.

BB. "Non-Captured District Tax Revenues": The half portion of the District Tax Revenues that are deposited in the CID Revenue Fund or TDD Revenue Fund by the City in accordance with Article II of this Agreement.

CC. "Operating Costs": Actual, reasonable overhead expenses approved by the City, which approval shall not be unreasonably withheld, that are necessary for the administration of each District, in accordance with the respective District's annual budget, the CID Act, and the TDD Act, including, without limitation, attorney's fees, insurance costs, accounting fees, etc.

DD. "Payments in Lieu of Taxes": Incremental taxes paid on account of real estate tax assessments as provided and defined in the TIF Act and the TIF Plan.

EE. "Property Owners": The owners of the real property located within the boundaries of the Districts, as such owners may change from time to time.

FF. "Public Works Department": The Public Works Department of the City.

GG. "Redevelopment Area": The Redevelopment Area established under the TIF Plan.

HH. "Redevelopment Project": The redevelopment project or redevelopment projects to be constructed by a developer or developers selected by the City pursuant to the TIF Plan.

II. "Reimbursement Agreement Costs": Actual and reasonable costs for expenditures made by the Developer or its affiliates or the City on behalf of a District, including Costs of Formation, Improvement Costs and Operating Costs, and which may be reimbursed pursuant to the terms of this Agreement.

JJ. "Reimbursable Project Costs": Improvement Costs related to the CID Projects, TDD Projects, and other infrastructure improvements set forth on **Exhibit A** (excluding any costs associated with the line item thereon labeled as "possible fill needed on Tract C to bring site up").

KK. "Special Allocation Fund": The fund created pursuant to the TIF Act for the TIF Plan into which the City deposits Economic Activity Taxes and Payments in Lieu of Taxes pursuant to the TIF Plan.

LL. "TDD": The Grain Valley Mercado Transportation Development District, a Missouri transportation development district and political subdivision of the State of Missouri.

MM. "TDD Act": The Missouri Transportation Development District Act, Section 238.200, *et. seq.*, of the Revised Statutes of Missouri, as amended.

NN. "TDD Petition": the document entitled "Petition for Formation of a Transportation Development District" which was filed by Timothy D. Harris and FD Holdings I, LLC as the owners of all of the real property located within the TDD to request the Jackson County Circuit Court to form the TDD, which document was approved by virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, as Case No. 2016-CV25080, and which document is substantially the same as that which is attached as **Exhibit D**.

OO. "TDD Projects": Those projects listed on Exhibit C of the TDD Petition, which projects have been incorporated into the District Projects shown on Exhibit A to this agreement, and such other projects as may be approved in accordance with the TDD Act and this Agreement.

PP. "TDD Sales Tax": The sales tax levied by the District on retail sales within its boundaries pursuant to the TDD Act in the amount of one percent (1%).

QQ. "TDD Sales Tax Revenues": Monies collected, pursuant to this Agreement and the TDD Act, from the imposition of the TDD Sales Tax.

RR. "TIF Act": The Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et. seq.*, of the Revised Statutes of Missouri, as amended.

SS. "TIF Plan": The Tax Increment Financing Plan adopted by the Grain Valley Board of Aldermen on September 27, 2010, by Ordinance No. 2107; a First Amendment to the Tax Increment Financing Plan adopted December 9, 2013, by Ordinance No. 2322; and Second Amendment to the Tax Increment Financing Plan adopted May 9, 2016, by Ordinance No. 2386.

TT. "TIF Revenue": Economic Activity Taxes and Payments in Lieu of Taxes.

## **ARTICLE II**

### **COLLECTION OF FUNDS**

#### **Section 2.01 Imposition, Collection, Administration and Enforcement of District Tax Revenues.**

A. Imposition. The Board of Directors for each District shall adopt resolutions that: (i) impose the District Taxes (subject to qualified voter approval); (ii) authorize the City to perform all functions incident to the administration, enforcement, and operation of

the District Taxes, which shall generally be in the form of Exhibits C and E; and (iii) prescribe any required forms and administrative rules and regulations for reporting the District Taxes. The Parties anticipate that the District Taxes will be collected and enforced by the DOR, as provided in the CID Act and TDD Act. The Non-Captured District Tax Revenues shall be deposited by the City in the CID Revenue Fund or TDD Revenue Fund (“District Revenue Funds”, collectively), in accordance with the resolution adopted by the appropriate District. The Districts may amend the forms, administrative rules, and regulations applicable to the administration, enforcement, and operation of the District Taxes, as needed.

B. Collection. All District Tax Revenue Fund amounts the City receives from DOR shall be expended solely in accordance with this agreement.

The Non-Captured District Tax Revenues shall be deposited by the City in the CID Revenue Fund or TDD Revenue Fund (“District Revenue Funds”, collectively) in accordance with this section and shall be used to make those payments in the order of priority set forth in Section 2.02. All District Tax Revenues disbursements shall be subject to annual appropriation of the District.

The Captured District Tax Revenues shall be deposited in the TIF Special Allocation Fund and shall be treated as Economic Activity Taxes (as defined in the TIF Plan) and expended in accordance with the TIF Act and TIF Plan.

Upon the expiration of the District Taxes, all funds remaining in the District Revenue Funds shall continue to be used solely in accord with this Agreement. Any funds in the District Revenue Funds that are not needed for current expenditures may be invested by the City pursuant to applicable laws relating to the investment of other City funds.



C. Administration. The City agrees to perform for the District all functions incident to the administration and, if necessary, enforcement of the District Taxes, pursuant to the CID Act, TDD Act, and this Agreement. The City may, at the City's discretion, receive an Administrative Fee for administering the District Taxes in the amount of one percent (1%) of the annual total District Tax Revenues. The annual total District Tax Revenues shall include that portion of the District Tax Revenues that are collected and deposited in the TIF Special Allocation Fund pursuant to the TIF Act. The Administrative Fee shall not be deducted from the reimbursement caps set forth in this Agreement.

D. Enforcement. The Districts authorize the City, to the extent permitted by law, to take all actions necessary for collection and enforcement of the District Taxes. The City may, in its own name or in the name of the Districts, prosecute or defend an action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of the District Taxes. The Districts agree to cooperate fully with the City and to take all actions necessary to affect the substitution of the City for the Districts in any such action, lawsuit, or proceeding if the City shall so request. Any costs incurred by any Party to enforce and/or collect the District Taxes pursuant to this Section ("Enforcement Funds") shall be considered as an Operating Cost and distributed to such Party in accordance with Section 2.02 of this Agreement.

**Section 2.02 Distribution of the District Taxes.**

Beginning after the first quarter in which DOR remits District Tax Revenues to the City and continuing each quarter thereafter until the expiration or repeal of the District Taxes, the City shall, not later than the fifteenth (15th) day of the first month after the end of the quarter, distribute the District Tax Revenues received in the preceding quarter in the following order of priority:

A. Pursuant to the TIF Act and the TIF Plan, if Redevelopment Projects are activated, one-half (1/2) of the District Tax Revenues received by the City from DOR as provided in this Agreement will be captured as Economic Activity Taxes and deposited by the City into the TIF Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Plan.

B. The City shall distribute to itself the Administrative Fee, which shall be measured by one percent (1%) of the total District Tax Revenues collected each quarter, including any portion that is captured as Economic Activity Taxes, as stated in Section 2.01 above.

C. The City shall pay all Costs of Formation of the Districts certified to it by the District's Board of Directors.

D. The City shall pay approved Operating Costs of the Districts incurred by the City, the Districts, or the Developer.

E. The City shall pay the approved Reimbursable Project Costs and related Financing Costs.

F. With respect to CID Sales Tax Revenue, the City shall pay for / reimburse the costs of the District Services (as defined in the CID Petition).

**Section 2.03 Records of the District Taxes.**

The City shall keep accurate records of the District Taxes due and collected. Any City records pertaining to the District Taxes shall be provided to the requesting District upon written request of that District, as permitted by law. The City shall be the custodian of records, in accordance with the Missouri Sunshine Law, for records pertaining to District Taxes due and collected.

**Section 2.04 Repeal of the District Taxes.**

Each District shall notify the City at least thirty (30) days in advance of the satisfaction in full of all outstanding obligations of that District and the completion of all projects authorized or to be authorized by the respective District. Upon full satisfaction of all obligations of a District and the completion of all projects authorized or to be authorized by that District the applicable District shall notify the City of such satisfaction and completion.

If the City consents and does not identify additional projects to benefit the applicable District, the District will implement the procedures in the CID Act or TDD Act, as applicable, for repeal of the applicable District Tax and abolishment of the District; provided, however, to the extent applicable to the requesting District, that District shall not implement the procedures for repeal or modification of its District Taxes and abolishment of the District if:

- A. Any District Tax Revenues are due to the City for outstanding Administrative Fees or Enforcement Funds;
- B. Any of the District Projects are not yet finally complete;
- C. Any of the Improvement Costs have not been fully paid;
- D. If the District, with the prior written consent of the City, has approved another project pursuant to the CID Act or TDD Act, as applicable;
- E. The City does not consent to repeal of the CID Sales Tax or TDD Sales Tax, as applicable, and has identified additional projects to benefit the District; or
- F. Any other contractual or legal obligation of the District is unsatisfied.

The City's obligation to perform for a District any functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax or the TDD Sales Tax, as applicable, shall terminate concurrent with the repeal of the District Tax. Upon repeal of a District Tax, the City shall:

G. Retain the City's Administrative Fee and any Enforcement Funds to which it is entitled in accordance with this Agreement.

H. Retain any remaining District Tax Revenue until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act or TDD Act, as applicable.

### **ARTICLE III**

#### **DESIGN AND CONSTRUCTION OF DISTRICT PROJECTS**

##### **Section 3.01 Selection of Design and Construction Professionals.**

Subject to the requirements of Section 3.06 of this Agreement, the Districts and/or the Developer shall be responsible for entering into the contracts necessary to carry out the design and construction of all District Projects.

##### **Section 3.02 City Approval of District Projects.**

Construction of District Projects shall not be commenced until the relevant District Project has been approved by the City pursuant to the City's normal planning and zoning procedures.

##### **Section 3.03 Dedication of Right of Way for District Projects.**

If additional public right of way is required for any of the District Projects, Developer will be responsible for securing conveyance by special warranty deed to the City any such right of way, along with securing any necessary construction easements.

##### **Section 3.04 Approval Prior to Construction.**

Construction of all, or a portion, of the District Projects shall not commence until the required construction permit is issued by the City.

##### **Section 3.05 Construction of District Projects.**

The parties acknowledge that certain components of the District Projects may be subject to Missouri laws regarding public works; including, but not limited to, the requirement of public

works bonds, the payment of prevailing wages and public bidding requirements. With respect to the TDD Projects, the TDD (or the City, on behalf of the TDD, if the TDD provides consent and if permitted under the TDD Act), will solicit bids for construction pursuant to the City's normal bidding process and the City will oversee the construction of the TDD Projects in accordance with the common practices of the City regarding public works projects. Provided that the condition established in Section 3.04 has been satisfied, the TDD shall enter into the necessary contracts for the construction of the TDD Projects. The City grants the Districts and its authorized agents to enter onto City property as needed for the construction of the District Projects for the purpose of constructing the District Projects. The parties acknowledge that improvements made by the Districts to the City's property shall become the City's property upon inspection and approval in accordance with Sections 3.06 and 3.07 of this Agreement.

**Section 3.06 Completion of Construction.**

Upon completion of all or any portion of the District Projects that will be owned by the City or MoDOT, the District shall deliver to the City and the Developer a completion certificate signed by a representative of the engineering firm selected pursuant to Section 3.01, certifying that (1) such District Projects have been completed in accordance with the final plans and specifications as approved by the Public Works Department in accordance with this Agreement, and (2) all sums due to the contractor have been paid. The City, on behalf of the Districts (except to the extent secured by the TDD under the Cooperative Agreement with the Missouri Highways and Transportation Commission), shall obtain from each contractor, prior to construction, such payment and performance bonds as required by Applicable Laws and Requirements, and the City, in the District's behalf shall, following completion of construction, obtain from the contractor such warranties and guarantees as City shall normally obtain in its public improvement projects. The

City also shall obtain the consent of the contractor to the assignment of such warranties and guarantees to the City, as applicable.

**Section 3.07 Acceptance of District Projects.**

With respect to the District Projects that will be owned by the City, following receipt of a completion certificate and prior to accepting all or any portion of such District Projects following construction, the District shall obtain the approval of the Public Works Department which approval shall not unreasonably be withheld.

**ARTICLE IV**

**OWNERSHIP AND MAINTENANCE OF DISTRICT PROJECTS**

**Section 4.01 Intentionally Omitted.**

**Section 4.02 Maintenance of District Projects.**

Except for any District Improvements dedicated to the City or MoDOT, the District shall own or lease and maintain the District Improvements until such time as the District is terminated. Any costs incurred by the District to maintain the District Improvements shall be considered Operating Costs.

**Section 4.03 Insurance Requirements.**

The City or the Developer, on behalf of each District, will require any contractor performing any work on District Projects that will be owned by the City to maintain insurance in a form and amount reasonably approved by the City, and that the City, the Districts, and the Developer shall be named as additional insured parties under each such policy so maintained. Each contractor shall, on request, be required to provide the applicable District or its assignees a complete copy of each policy or a certificate thereof which shows that such policies are in full force and effect and that the City, the Districts, and the Developer are named as additional insured parties thereunder.

## ARTICLE V

### FINANCING DISTRICT PROJECTS

#### **Section 5.01 Public Incentives.**

A. District Taxes. The CID shall impose the CID Sales Tax, and the TDD shall impose the TDD Sales Tax, within their respective boundaries in accordance with Article II.

B. City Sales Tax Reimbursement. The City shall support the development project costs by reimbursing Developer's Reimbursable Project Costs and associated Financing Costs using City Sales Tax Funds for an amount up to \$430,576.00 (plus associated Financing Costs) in accordance with Section 5.02.

C. Limit on Public Incentive. The City, District, and Developer understand and agree that the amount of public assistance for Reimbursable Project Costs shall not exceed a total of one million two hundred thousand dollars (\$1,200,000.00), plus any associated Financing Costs.

#### **Section 5.02 City Sales Tax Reimbursement to Developer.**

A. The City shall reimburse the Developer for a portion of the Reimbursable Project Costs actually incurred by the Developer by paying to the Developer the non-captured portion of: (i) the one percent (1.0%) General Fund Sales Tax; and (ii) one-half percent (0.50%) Capital Improvements Sales Tax, which are generated by the Project ("City Sales Tax Revenue"), until the earliest to occur of the following: (a) the total amount of Reimbursable Project Costs reimbursed to Developer with City Sales Tax Revenue equals \$430,576.00 (plus amounts needed to reimburse Financing Costs associated with such amount), or (b) twenty (20) year anniversary date of first receiving a portion of the City sales tax.

B. City will distribute City Sales Tax Revenue on the same schedule as District Tax Revenues, as set forth in Section 2.02 hereof.

**Section 5.03 Reimbursement of Prior Expenditures.**

A. Costs of Formation. The Developer and/or its affiliates have incurred, or will incur, Costs of Formation for each District. The Developer may be reimbursed for such amounts from the District Tax Revenues of the applicable District in accordance with this Agreement. Costs of Formation of the Districts shall be paid in accordance with Section 2.02 of this Agreement.

B. Improvement Costs. To the extent that the Developer or the City has incurred or incurs costs for construction of a portion of the District Projects, and such costs are approved by the City in accordance with this Agreement, the Developer or the City, as applicable, shall be reimbursed (along with associated Financing Costs) from District Tax Revenues, in accordance with the applicable Act, and City Sales Tax Revenue. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.03.D of this Agreement.

C. Operating Costs. The Developer shall advance funds to pay Operating Costs of the Districts in their first fiscal year and each subsequent fiscal year, in accordance with each District's annual budget, until there are sufficient District Tax Revenues paid to each District to fund that District's annual budget. In no event shall a District incur more than the budgeted amount in any fiscal year for Operating Costs of the District, without the prior consent of the City, which consent shall not be unreasonably withheld, if the District demonstrates that the expenditures serve a legitimate District purpose. Operating Costs advanced by the Developer, shall be reimbursed to the Developer by the applicable District, from District Tax Revenues paid to the District, in accordance with the CID Act or TDD



Act, as applicable. This reimbursement request shall be subject to prior approval by the City in accordance with Section 5.03.D of this Agreement.

D. Reimbursement Procedure. Expenditures to be reimbursed pursuant to Section 5.02 and Section 5.03 shall be submitted in writing by the requesting District, the City department or the Developer to the City's Finance Director for City approval prior to reimbursement. The Finance Director shall review, verify, and confirm the information included in the written request for reimbursement. The Finance Director may request additional documentation of reimbursement requests, within ten (10) days of receipt of written request for reimbursement. If the City determines that the request accurately reflects reasonable reimbursable prior expenses, City shall approve the request. If the City has not requested additional documentation within ten (10) days of receipt of a written request for reimbursement and the City has not approved or denied the written request for reimbursement within twenty (20) days of receipt of a written request for reimbursement, the request for reimbursement shall be deemed approved.

For purposes of demonstrating Developer has incurred Improvement Costs, the Developer shall submit to the City a statement of such costs and expenses. In addition, the City shall not issue any reimbursement payment until the Developer provides adequate documentation indicating that all contractors, engineers, or other parties that have provided goods or services, the costs of which are Improvement Costs, have been paid in full.

E. Disputed Amounts. In the event a written request for reimbursement of any expenditure pursuant to this Section 5.03 is denied by the City pursuant to Section 5.03.D:

- (1) The City shall itemize in writing the disputed amount and the reason that the City believes that the disputed amount is not a valid reimbursable expenditure.

(2) The parties shall meet in good faith to resolve the dispute and if the disputed amount is resolved, reimbursement shall be made.

(3) If the disputed amount cannot be resolved following the meeting, the parties may engage a third-party mediator to resolve the disputed amount.

**Section 5.04 Reimbursement of Interest Expenses.**

A. Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs or any other costs reimbursable to Developer hereunder (e.g., Costs of Formation, Operating Costs) from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to Sections 5.03 and 5.04 hereof, which interest shall not compound; provided, however, in no event shall the amount of reimbursable Developer's interest exceed the lesser of: (i) a rate of Prime Rate plus two percent (2%), or (ii) seven percent (7.0%).

B. Equity. Interest paid on equity shall be calculated using the same rates as those calculated for Third Party Borrowing. In the event Third Party Borrowing does not exist, the parties shall meet to determine the appropriate calculation for interest paid on equity.

C. Interest Paid Not Included in Total Reimbursable Project Costs. Any interest paid to Developer pursuant to this Section 5.04 shall not count toward the maximum Reimbursable Project Cost amount in the Redevelopment Project Cost Budget.

D. Interest Calculation. For purposes of calculating reimbursable interest, Developer shall certify the amount of reimbursable interest as a separate line item, which shall accrue for any given Reimbursable Project Cost beginning with the day of the

Reimbursable Project Cost was paid and ending the day such Reimbursable Project Cost is reimbursed hereunder.

**Section 5.05 Annual Budget and Payment of Operating Costs as Incurred.**

A. Annual Budget. The fiscal year of each District shall coincide with the City's fiscal year, which is January 1 to December 31. For each fiscal year of a District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City Finance Director for review and approval. The budget for each District generally shall be prepared in accordance with all applicable state statutes including Section 67.010 RSMo, as amended. The District shall adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

B. Payment of Operating Costs. The proposed and actual expenditures of each District for Operating Costs shall not exceed that District's budgeted amounts in any fiscal year, without the City's consent, which consent shall not be unreasonably withheld, so long as the requesting District demonstrates that the expenditures serve a legitimate District purpose.

Operating Costs shall be submitted in writing by the requesting District to the City's Finance Department for City approval prior to payment. The Finance Director shall review, verify and confirm the information included in the written request for approval. The Finance Director may request additional documentation of Operating Costs, within ten (10) days of receipt of written request for approval. If the City determines that the request accurately reflects reasonable reimbursable expenses, City shall approve the request. If the City has not requested additional documentation within ten (10) days of receipt of a written request for approval and the City has not approved or denied the written request for

approval within twenty (20) days of receipt of a written request for approval, the request for approval shall be deemed approved. The City's approval prior to payment is not required for de minimis expenditures of Five Hundred and no/100 dollars (\$500.00) or less, where there is no intent to avoid the terms of this Agreement by dividing one expenditure into several de minimis expenditures.

The City may give its approval in writing at the beginning of the fiscal year to the expenditure of funds, for individual Operating Costs that are: 1) budgeted as a line item in a District's annual budget; 2) are regularly occurring Operating Costs as determined by the Finance Director; 3) are documented, to the satisfaction of the City, as reasonable expenditures based on quotes or prior, similar expenditures by the respective District; and 4) are within the amount budgeted for that line item. In the event that specific budget approval has been given by the City, additional written approvals by the City are not required.

**Section 5.06 Captured Portion of District Tax Revenues.**

The City expresses its agreement and policy that the Captured Portion of the District Tax Revenues will remain in the TIF Special Allocation Fund in accordance with the TIF Plan.

**ARTICLE VI**

**SPECIAL COVENANTS**

**Section 6.01 Records of the Districts.**

Each District shall keep or cause to be kept proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally acceptable accounting principles consistently applied and will furnish to the City such information, as may be reasonably requested, concerning the respective District, including such statistical and other operating information requested on a periodic basis,

in order to enable such parties to determine whether the covenants, terms and provisions of this Agreement have been met.

In addition, each District shall furnish annual financial statements to the City for each fiscal year no later than June 30th following the end of such fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties shall be open to the inspection upon reasonable notice of such accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Each District shall comply with the record keeping and meeting requirements in accordance with the Missouri Sunshine Law. Each District shall designate a custodian of records to maintain records of the District's affairs and be available to fulfill requests for records in accordance with Missouri Sunshine Law.

**Section 6.02 Records of the City.**

The City shall keep and maintain adequate records pertaining to disbursements for reimbursement or payment of the costs of public improvements. Such records shall be available for inspection by the District upon reasonable notice. The City shall be the custodian of records, in accordance with the Missouri Sunshine Law, for records pertaining to disbursements for reimbursement and payment of costs of public improvements in accordance with the Missouri Sunshine Law.

**Section 6.03 Intentionally Omitted.**

**Section 6.04 Notice to Tenants and Transferees.**

A. Developer shall include in the Conditions, Covenants and Restrictions for all real property located within the Districts provisions that are in substantial compliance with the following:

(1) **Community Improvement District**: Owner/Tenant is hereby notified that the Property is located within the Grain Valley Mercado Community Improvement District (“CID”) created by ordinance of the City of Grain Valley, Missouri (“City”) that imposes a sales and use tax upon the retail sales made in such district which are subject to taxation. Owner/Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for sales within the CID when and as they are filed with the Missouri Department of Revenue. Owner/Tenant hereby acknowledges and agrees that the CID and the City as the agent of the CID are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

(2) **Transportation Development District**: Owner/Tenant is hereby notified that the Property is located within the Grain Valley Mercado Transportation Development District (“TDD”) created by order of the Circuit Court of Jackson County, Missouri that imposes a sales tax upon the retail sales made in such district which are subject to taxation. Owner/Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for sales within the TDD when and as they are filed with the Missouri Department of Revenue. Owner/Tenant hereby acknowledges and agrees that the TDD and the City as the agent of the TDD are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

B. Regardless of whether the above language is included in the Conditions, Covenants and Restrictions or sales and/or lease agreements, Property Owners and their tenants are bound by the obligations set forth in (A) above by virtue of this Agreement, which burdens all of the real property in the Districts.

C. Failure of the applicable Property Owner to satisfy the requirements above shall not affect the Developer's right to receive reimbursement of Reimbursable Project Costs or other amounts under this Agreement.

**Section 6.05 Intentionally Omitted.**

**ARTICLE VII**

**EVENTS OF DEFAULT**

**Section 7.01 Events of Default.**

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the City to make a payment, and the continuance of such failure for ten (10) days following written notice to City from either District of such failure, or failure by either District to make a payment, in a timely manner as required by this Agreement; or

B. Failure by the City, the Developer, the TDD or the CID in the performance of any other covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after the non-defaulting party has given written notice to the defaulting party specifying such default.

**Section 7.02 Remedies on Default.**

If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

**Section 7.03 Rights and Remedies Cumulative.**

The rights and remedies reserved by any Party under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The TDD, the CID, the Developer, and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

**Section 7.04 Waiver of Breach.**

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting party may nevertheless accept from the defaulting party, any payment or payments without in any way waiving the non-defaulting party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting party.

**ARTICLE VIII**

**REPRESENTATIONS**

**Section 8.01 Representations by the TDD.**

The TDD represents that:

- A. The TDD is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.



B. The TDD has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the TDD has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The TDD has taken or will take all necessary action to approve the TDD Projects.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the TDD will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the TDD or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the TDD under the terms of any instrument or agreements to which the TDD is a party.

E. There is no litigation or proceeding pending or threatened against the TDD affecting the right of the TDD to execute or deliver this Agreement or the ability of the TDD to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

**Section 8.02 Representations by the CID.**

The CID represents that:

A. The CID is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the CID has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The CID has taken or will take all necessary action to approve the CID Projects.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the CID will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the CID is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the CID or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the CID under the terms of any instrument or agreements to which the CID is a party.

E. There is no litigation or proceeding pending or threatened against the CID affecting the right of the CID to execute or deliver this Agreement or the ability of the CID to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

**Section 8.03 Representations by the City.**

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Administrator has been duly authorized to execute and deliver this Agreement.

C. The City has taken all necessary action for the approval of the TIF Plan.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

E. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

**Section 8.04 Representations by the Developer.**

The Developer represents that:

A. The Developer is duly organized and existing under the laws of the State of Missouri, as a corporation.

B. The Developer has authority to enter into this Agreement and to carry out its obligations under this Agreement, and its authorized representative has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the Developer will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the Developer is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the Developer or any of its property, or result in the creation of imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Developer under the terms of any instrument or agreement to which the Developer is a party.

D. There is no litigation or proceeding pending or threatened against the Developer affecting the right of the Developer to execute or deliver this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **Section 9.01 Notices.**

All notices and other communications required or desired to be given under this Agreement shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

**To the City:** City of Grain Valley, Missouri  
Attn: City Administrator  
711 Main Street  
Grain Valley, Missouri 64029

With a copy to: Lauber Municipal Law, LLC  
Attn: Joseph G. Lauber  
250 NE Tudor Road  
Lee's Summit, Missouri 64086

**To the CID:** Grain Valley Mercado  
Community Improvement District  
c/o Tim Harris, Executive Director  
244 W. Mill Street, #101  
Liberty, Missouri 64068

With a copy to: Polsinelli  
Attn: Curtis Petersen, Esq.  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

**To the TDD:** Grain Valley Mercado  
Transportation Development District  
c/o Tim Harris, Executive Director  
244 W. Mill Street, #101  
Liberty, Missouri 64068

With a copy to: Polsinelli  
Attn: Curtis Petersen, Esq.  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

**To Developer:** STAR Acquisitions, Inc.  
Attn: Robert de la Fuente  
244 W. Mill Street, #101  
Liberty, Missouri 64068

With a copy to: Polsinelli  
Attn: Curtis Petersen, Esq.  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112

All notices given by first class, certified or registered mail shall be deemed duly given as of the date they are mailed. The City, the CID, the TDD, and the Developer may from time to time

designate, by notice given to the other parties, another address to which subsequent notices or other communications shall be sent.

**Section 9.02 Recording of Agreement.**

A memorandum of this Agreement shall be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, by the Developer. Upon termination of this Agreement, a notice of termination shall be recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, by the Developer.

**Section 9.03 Immunity of Officers, Employees and Members.**

No recourse shall be had for the payment of the principal or premium or interest on any TDD Obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the Property Owners, Developer, City, the CID or the TDD, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Property Owners, Developer, City, the CID or the TDD, or respectively, any successor public or private corporation 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.

**Section 9.04 Amendments.**

This Agreement may be amended from time to time by the mutual agreement of the City, Owners, the Developer, the CID, and the TDD.

**Section 9.05 Survival.**

In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

**Section 9.06 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 9.07 Effective Date.**

This Agreement shall be in effect from and after its execution by all of the Parties and shall remain in effect until the Districts are terminated pursuant to Section 2.04 of this Agreement.

**Section 9.08 Execution in Counterparts.**

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**Section 9.09 Approval by City.**

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Administrator or their designee without the necessity of any action by the Board of Aldermen of the City.

**Section 9.10 Tax Implications.**

The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or officials.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

(SIGNATURE PAGES FOLLOW)



Executed by the City the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF GRAIN VALLEY, MISSOURI

\_\_\_\_\_  
Chuck Johnston, Mayor

ATTESTED:

\_\_\_\_\_  
Jamie Logan, City Clerk

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for the county and state aforesaid, personally appeared Chuck Johnston and Jamie Logan, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, of the **CITY OF GRAIN VALLEY, MISSOURI**, a Missouri constitutional charter city and political subdivision existing under and by virtue of the laws of the State of Missouri, and that the seal affixed to this Comprehensive Development Incentives Agreement is the seal of said City and that said Comprehensive Development Incentives Agreement was signed and sealed on behalf of the said City by authority of its Board of Aldermen, and acknowledged said Comprehensive Development Incentives Agreement to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office the day and year first above written.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

Executed by the CID the \_\_\_\_ day of \_\_\_\_\_, 2021.

GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT

\_\_\_\_\_, Executive Director

ATTEST:

\_\_\_\_\_  
District Secretary

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came \_\_\_\_\_, Executive Director of the Grain Valley Mercado **COMMUNITY IMPROVEMENT DISTRICT**, a Missouri Community Improvement District and political subdivision, and who is personally known to me to be the same person who executed this Comprehensive Development Incentives Agreement, and duly acknowledged that, as such Executive Director being authorized so to do by the Board of Directors of said Community Improvement District, executed this Comprehensive Development Incentives Agreement for and on behalf of said Community Improvement District for the purposes therein contained, and acknowledged this Comprehensive Development Incentives Agreement to be the free act and deed of said Community Improvement District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

Executed by the TDD the \_\_\_\_ day of \_\_\_\_\_, 2021.

GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT

\_\_\_\_\_, Executive Director

ATTEST:

\_\_\_\_\_  
District Secretary

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for the county and state aforesaid, came \_\_\_\_\_, Executive Director of the Grain Valley Mercado **TRANSPORTATION DEVELOPMENT DISTRICT**, a Missouri Transportation Development District and political subdivision, and who is personally known to me to be the same person who executed this Comprehensive Development Incentives Agreement, and duly acknowledged that, as such Executive Director being authorized so to do by the Board of Directors of said Transportation Development District, executed this Comprehensive Development Incentives Agreement for and on behalf of said Transportation Development District for the purposes therein contained, and acknowledged this Comprehensive Development Incentives Agreement to be the free act and deed of said Transportation Development District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

\_\_\_\_\_  
Printed Name



## EXHIBIT A

### District Projects and Estimated Costs

Mercado Project Sources and Uses						
Project Cost	Total	CID	TDD	Shared CityST (general)	Shared CityST (cap imp)	Private
<b>Land Acquisition</b>	\$ 1,500,000	\$ -	\$ -	\$ -		\$ 1,500,000
<b>Infrastructure</b>	\$ 2,887,695	\$ 411,385	\$ 358,040	\$ 287,050	\$ 143,525	\$ 1,687,695
Site grading and public storm	\$ 477,733	\$ 280,052	\$ -	\$ 197,681	\$ -	
Street and Storm (future NW Bush)	\$ 195,713	\$ -	\$ -	\$ 89,369	\$ 106,344	
Possible Fill needed on Tract C to bring site up	\$ 397,700	\$ -	\$ -	\$ -		\$ 397,700
Paving access drive lot 1	\$ 22,572	\$ 15,000		\$ -		\$ 7,572
Paving access drive lot 2	\$ 32,828	\$ 25,000		\$ -		\$ 7,828
Tract A	\$ 671,027	\$ 49,083	\$ -	\$ -		\$ 621,944
Tract C	\$ 694,901	\$ 42,250	\$ -	\$ -		\$ 652,651
MODOT Left Turn Lanes and Traffic Signal Retrofits	\$ 395,221	\$ -	\$ 358,040		\$ 37,181	\$ -
<b>Buildings</b>	\$8,709,375	\$ -	\$ -	\$ -	\$ -	\$ 8,709,375
<b>Hard Cost Contingency</b>	\$ 869,780	\$ -	\$ -	\$ -	\$ -	\$ 869,780
<b>Soft Costs</b>	\$ 1,739,561	\$ -	\$ -	\$ -	\$ -	\$ 1,739,561
TOTAL PROJECT COSTS	\$ 15,706,411	\$ 411,385	\$ 358,040	\$ 287,050	\$ 143,525	\$ 14,506,411
		CID	TDD	CITY - GEN	CITY - CAPI	PRIVATE
		\$1,200,000				

\*The reimbursable amounts set forth above will be reimbursed with interest, the details of which will be set forth in the Development Agreement.

\*\*TDD revenues, CID revenues, and City shared sales tax revenues may be used to reimburse any of the reimbursable costs set forth above, subject to any legal limitations. For example, even though MODOT Left Turn Lanes etc. costs are not shown as being reimbursed with any CID revenues above, CID revenues may be used to reimburse such costs, subject to any legal limitations.

**EXHIBIT B**

**Petition for Establishment of the Grain Valley Mercado  
Community Improvement District**

**[SEE ATTACHED]**

## **EXHIBIT C**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT AUTHORIZING THE CITY OF GRAIN VALLEY TO PERFORM ALL FUNCTIONS INCIDENT TO THE ADMINISTRATION OF THE DISTRICT SALES AND USE TAX.**

WHEREAS, the Grain Valley Mercado Community Improvement District (the “District”) was declared established by Ordinance No. 2537 of the Board of Aldermen of the City of Grain Valley, Missouri, on February 8, 2021, approving a petition filed by more than fifty percent of the owners, per capita and by assessed value, of real property within the District (the “Petition”); and

WHEREAS, the District desires to fund, or assist in the construction, operation and maintenance of public improvements (the “District Projects”) which may be undertaken by the District under the CID Act; and

WHEREAS, Section 67.1531, RSMo, and the Petition authorize the Board of Directors of the District to submit a sales tax proposal to an election of the qualified voters of the District for the purposes of funding the costs of establishing the District, the annual costs of administration of the District, and the costs of the design, construction, operation, and maintenance of District Projects; and

WHEREAS, the Board of Directors of the District has adopted a Resolution to impose, upon approval of the qualified voters of the District, a sales and use tax in the amount of one percent (1%) on all retail sales made in such district which are subject to taxation pursuant to sections 144.010 to 144.525, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services, as authorized by Section 67.1545, RSMo.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Grain Valley Mercado Community Improvement District, as follows:

1. The District has imposed, subject to the approval of the qualified voters of the District, a sales and use tax in the amount of one percent (1%) on all retail sales made in such district which are subject to taxation pursuant to sections 144.010 to 144.525, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services., to be collected by the Missouri Department of Revenue in accordance with Section 67.1541, RSMo, which shall be remitted to the City of Grain Valley, Missouri as the authorized representative of the Grain Valley Mercado Community Improvement District.
2. All District Tax revenues collected by the Department of Revenue and remitted to the City of Grain Valley, shall be deposited in a special fund to be expended for the

purposes authorized in the CID Act and the Comprehensive Development Incentives Agreement. The City shall keep accurate records of the amount of money which was collected pursuant to this section, and the records shall be open to the inspection of officers of the District and the general public.

3. The provisions of this Resolution shall be the minimum requirements for the collection and administration of the District Tax, unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this Resolution, a higher standard is required.

PASSED by the Board of Directors of the Grain Valley Mercado Community Improvement District on \_\_\_\_\_, 2021.

\_\_\_\_\_, Executive Director

ATTEST:

\_\_\_\_\_  
District Secretary



**EXHIBIT D**  
**Amended Petition for Formation of the Grain Valley Mercado**  
**Transportation Development District**

**[SEE ATTACHED]**

## **EXHIBIT E**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRAIN VALLEY MERCADO TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING THE CITY OF GRAIN VALLEY, MISSOURI TO PERFORM ALL FUNCTIONS INCIDENT TO THE ADMINISTRATION OF THE DISTRICT SALES TAX.**

WHEREAS, the Grain Valley Mercado Transportation Development District (the "District") was formed on April 13, 2021, by virtue of a judgment entered by the Circuit Court of Jackson County, Missouri in Case Number 2016-CV25080 (the "Judgment"); and

WHEREAS, in accordance with the provisions of Chapter 238, RSMo, (the "TDD Act"), the District has imposed a one cent sales tax (the "District Sales Tax"); and

WHEREAS, the District has entered into the Comprehensive Development Incentives Agreement among the named parties: City of Grain Valley, Missouri; The Grain Valley Mercado Transportation Development District; The Grain Valley Mercado Community Improvement District; and STAR Acquisitions, Inc., (the "Agreement"), which Agreement requires, among other things, the District to permit the City to collect, administer, and enforce the District Sales Tax; and

WHEREAS, the District desires to appoint the City of Grain Valley, Missouri, a Missouri fourth class city and political subdivision (the "City"), as its authorized representative to perform all functions incident to the administration, collection, and enforcement of the District Sales Tax.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Grain Valley Mercado Transportation Development District, as follows:

1. The District Sales Tax is imposed on all retail sales made in the District which are subject to taxation pursuant to the provisions of sections 144.010 to 144.525, RSMo, except the District Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance.
2. All District Tax revenues collected by the Department of Revenue and remitted to the City of Grain Valley, shall be deposited in a special fund to be expended for the purposes authorized in the TDD Act and the Comprehensive Development Incentives Agreement. The City shall keep accurate records of the amount of money which was collected pursuant to this section, and the records shall be open to the inspection of officers of the District and the general public.
3. These provisions of this Resolution shall be the minimum requirements for administration, collection, enforcement, and operation of the District Sales Tax,

unless by amendment to the Revised Statutes of Missouri, subsequent to the passage of this Resolution, a higher standard is required.

PASSED by the Board of Directors of the Grain Valley Mercado Transportation Development District on \_\_\_\_\_, 2021.

\_\_\_\_\_, Executive Director

ATTEST:

\_\_\_\_\_  
District Secretary

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LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*

## Memo

**To:** Mayor and Board of Aldermen of the City of Grain Valley, Missouri  
Ken Murphy, Deputy City Administrator

**From:** Joe Lauber, Economic Development Special Counsel

**Date:** September 7, 2021

**Re:** Outline of Key Points of Comprehensive Development Incentives Agreement

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The purpose of this memorandum is to provide a summary of the key terms and conditions included in the proposed Comprehensive Development Incentives Agreement between the City of Grain Valley, The Grain Valley Mercado Transportation Development District, The Grain Valley Mercado Community Improvement District; and Star Acquisitions, Inc. This summary is provided in outline form and highlights the key provisions of the agreement for the development project.

### **Background:**

On September 27, 2010, the Board of Aldermen approved a Tax Increment Financing Plan ("TIF Plan"), established a Redevelopment Area and declared the Redevelopment Area as a Blighted Area. The area being redeveloped pursuant to this agreement is located within Project Area 3. On April 27, 2020, the Grain Valley Board of Aldermen activated Redevelopment Project Area 3, which will collect TIF Revenues until the earlier of 2043, or the full reimbursement of Redevelopment Project Costs.

In late 2020, STAR Development proposed a mixed-use retail development in Redevelopment Project Area 3, to be known as Grain Valley Mercado. The Developer proposed an approximately \$15.7 million investment and requested approximately \$1.2 million of public incentives to help close a financial gap for the project. Because the City is already utilizing TIF incentives to reimburse the interchange project, the City and Developer agreed to consider CID and TDD incentives, along with a City sales tax reimbursement.

On February 8, 2021, the Grain Valley Board of Aldermen established a Community Improvement District ("CID"). The CID intends to levy a one percent (1%) tax on retail sales for the purpose of funding CID Projects. The CID is anticipated to provide approximately \$358,040, plus interest and financing costs. A Transportation Development District ("TDD") was formed on April 13, 2021, by

virtue of the Judgment entered by the Circuit Court of Jackson County, Missouri, on Case No. 2016-CV25080. The TDD intends to impose a one percent (1%) tax on retail sales for the purpose to fund TDD Projects. The TDD, having an identical sales tax, is also anticipated to provide approximately \$358,040, plus interest and financing costs.

Pursuant to this agreement, the City will also aid the development project costs by reimbursing Developer's Reimbursable Project Costs and associated Financing Costs using City Sales Tax Funds for an amount up to \$430,576, plus interest and financing costs.

### **Summary of Contents of Comprehensive Development Incentives Agreement**

- **Parties (4):**
  - City of Grain Valley
  - The Grain Valley Mercado Community Improvement District
  - The Grain Valley Mercado District Transportation Development
  - Star Acquisitions, Inc.
  
- **Purpose:** The Comprehensive Development Incentives Agreement will govern the relationship between the parties, including the imposition, collection and disbursement of District sales tax revenues, as well as the administration and operation of the Districts.
  
- **General Information**
  - **Term:**
    - The Comprehensive Development Incentives Agreement will be in place for the lifetime of the Districts, which is anticipated to be 30 years for CID and TDD as proposed in the petitions; or until such taxes are repealed. The CID and TDD sales taxes will be repealed the earlier of the 30-year term or upon generating \$358,040, plus interest and financing costs. The City Sales Tax Reimbursement will terminate once the Developer has received \$430,576.00, plus interest and financing costs. The incentives for this project have an overall hard cap of \$1,200,000, plus interest and financing costs.
  
  - **Board of Directors:**
    - Community Improvement District
      - As contemplated in the CID Petition, the CID Board, which is largely controlled by the Developer, will be responsible for the overseeing of the operations of the District, including accounting and budgeting functions.
      - At all times, one of the five CID Directors will be a designee of the City; the City's initial designee is the City Administrator.
      - Subsequent CID Directors will be appointed by the Mayor with the consent of the Board of Aldermen from a slate of proposed directors submitted by the CID Board of Directors.

Transportation Development District

- As contemplated in the TDD Petition, the TDD Board will be responsible for the overseeing of the operations of the District, including accounting and budgeting functions.
- The initial TDD Board will be elected at a meeting of the owners of real property within the District. Subsequent TDD Directors will be elected by the TDD Board or by election of the owners of real property.
- At all times, one director shall be an employee or officer of the City as designed by the City Administrator.

○ **Accounting and Budgeting:**

- The City will perform for the Districts all functions incident to the administration and enforcement of the District sales tax, in accordance with the CID and TDD Acts, and the Comprehensive Development Incentives Agreement.
- The City will receive an administrative fee in the amount of 1% of the annual total Districts sales tax revenues transferred to the City by the Missouri Department of Revenue (“DOR”).
- Each Districts will keep the books and account for the Districts’ revenues; and maintain records regarding these activities.
- Each Districts’ Board will create a budget for the City’s Director of Finance to approve each year.

● **District Sales Tax**

- Each Districts’ Board is expected to adopt a resolution to impose a sales tax at a rate of 1%. The sales tax will be in place until the District is terminated or the tax is repealed.
- The Districts’ sales tax will be collected by the Missouri Department of Revenue (“DOR”), as required in the CID and TDD Acts. DOR will be directed to deposit these revenues with the City.
- The Districts have authorized the City to carry out enforcement activities to the extent permitted by law if that becomes necessary.
- The City will distribute the Districts’ sales tax revenues in the following order:
  - Pursuant to the TIF Act and the TIF Plan, if Redevelopment Projects are activated, one-half (1/2) of the District Tax Revenues received by the City from DOR as provided in this Agreement will be captured as Economic Activity Taxes and deposited by the City into the TIF Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Plan.
  - The City shall distribute to itself the Administrative Fee, which shall be measured by one percent (1%) of the total District Tax Revenues collected each quarter, including any portion that is captured as Economic Activity Taxes, as stated in Section 2.01 above.

- The City shall pay all Costs of Formation of the Districts certified to it by each District’s Board of Directors.
- The City shall pay approved Operating Costs of the Districts incurred by the City, the Districts, or the Developer.
- The City shall pay the approved Reimbursable Project Costs and related Financing Costs.
- With respect to CID Sales Tax Revenue, the City shall pay for/reimburse the costs of the District Services (as defined in the CID Petition).

- **Improvements**

- The Districts’ Improvements and expected costs consist of the those identified in **Exhibit A** of the Comprehensive Development Incentives Agreement.

**EXHIBIT A**  
**Districts’ Improvements**

<b>Mercado Project Sources and Uses</b>						
Project Cost	Total	CID	TDD	Shared CityST (general)	Shared CityST (cap imp)	Private
<b>Land Acquisition</b>	\$ 1,500,000	\$ -	\$ -	\$ -		\$ 1,500,000
<b>Infrastructure</b>	\$ 2,887,695	\$ 411,385	\$ 358,040	\$ 287,050	\$ 143,525	\$ 1,687,695
Site grading and public storm	\$ 477,733	\$ 280,052	\$ -	\$ 197,681	\$ -	
Street and Storm (future NW Bush)	\$ 195,713	\$ -	\$ -	\$ 89,369	\$ 106,344	
Possible Fill needed on Tract C to bring site up	\$ 397,700	\$ -	\$ -	\$ -		\$ 397,700
Paving access drive lot 1	\$ 22,572	\$ 15,000		\$ -		\$ 7,572
Paving access drive lot 2	\$ 32,828	\$ 25,000		\$ -		\$ 7,828
Tract A	\$ 671,027	\$ 49,083	\$ -	\$ -		\$ 621,944
Tract C	\$ 694,901	\$ 42,250	\$ -	\$ -		\$ 652,651
MODOT Left Turn Lanes and Traffic Signal Retrofits	\$ 395,221	\$ -	\$ 358,040		\$ 37,181	\$ -
<b>Buildings</b>	\$8,709,375	\$ -	\$ -	\$ -	\$ -	\$ 8,709,375
<b>Hard Cost Contingency</b>	\$ 869,780	\$ -	\$ -	\$ -	\$ -	\$ 869,780
<b>Soft Costs</b>	\$ 1,739,561	\$ -	\$ -	\$ -	\$ -	\$ 1,739,561
<b>TOTAL PROJECT COSTS</b>	<b>\$ 15,706,411</b>	<b>\$ 411,385</b>	<b>\$ 358,040</b>	<b>\$ 287,050</b>	<b>\$ 143,525</b>	<b>\$ 14,506,411</b>
		<b>CID</b>	<b>TDD</b>	<b>CITY - GEN</b>	<b>CITY - CAPI</b>	<b>PRIVATE</b>
		<b>\$1,200,000</b>				

\*The reimbursable amounts set forth above will be reimbursed with interest, the details of which will be set forth in the Development Agreement.

\*\*TDD revenues, CID revenues, and City shared sales tax revenues may be used to reimburse any of the reimbursable costs set forth above, subject to any legal limitations. For example, even though MODOT Left Turn Lanes etc. costs are not shown as being reimbursed with any CID revenues above, CID revenues may be used to reimburse such costs, subject to any legal limitations.



*Staff/  
Committee  
Reports*

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***Board of Aldermen Report  
September 13, 2021***

***(For the Month of August; YTD)***

**Permits Issued – 78; YTD 577**

NSFR – 7; YTD 84  
Duplex – 0; 0  
Commercial New – 1; YTD 7  
Commercial Other – 3; YTD 14  
Residential other – 15; YTD 109  
Fence – 23; YTD 129  
Roof -15; YTD 113  
Pools – 0; YTD 11  
Demo – 0; YTD 0  
Right-of-Way – 12; YTD 76  
Construction – 0; YTD 0  
Signs – 2; YTD 13  
Planning/Zoning – 3; YTD 21

**Codes Enforcement & Inspections – 439; YTD 3,147**

Total Building Inspections – 252; YTD 1,732  
    Residential – 236; YTD 1,567  
    Commercial – 8; YTD 98  
    Misc. Stops- 8; YTD 67  
Code Violation Inspections – 144; YTD 1,005  
    New – 116; YTD 764  
    Closed- 28; YTD 241  
Utility Inspections – 43; YTD 410  
    Sewer – 8; YTD 108  
    Water – 13; YTD 75  
    Sidewalks – 10; YTD 49  
    Driveways – 8; YTD 91  
    Right-of-Way – 0; YTD 10  
    Final Grade – 2; YTD 23  
    PW Finals – 2; YTD 54

**Public Works**

Work Orders Completed – 67; YTD 533  
Utility Locate Requests – 224; YTD 1,706  
Water Main Taps – 11; YTD 100  
Water Meters –  
    New Construction Install – 18; YTD 101  
    Repairs – 0; YTD 56  
    Replacement – 14; YTD 113  
    Replacement Program – 0; YTD 211

**Additional Items**

2021 Sewer inspection program. To date 13,680 ft of sewer has been televised. No serious issues reported.  
Assisted the Parks Dept on creating new path for Butterfly Trail.  
Deep patch repairs at 614 SW Tisha Ln – 10'x24'x10", 616 NW Tisha Ln – 12'x11'x13", and 625 SW Tisha Ln – 12'x45'x10".  
Storm box repair at 200 NW Lindsey Ln  
Traffic signal maintenance/repair at Eagles Pkwy & Sni-A-Bar.

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# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: August, 2021	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address: kboardman@cityofgrainvalley.org	iNotes <input type="checkbox"/>	
Municipal Judge(s): SUSAN WATKINS		Prosecuting Attorney: JEREMY COVER	

<b>II. MONTHLY CASELOAD INFORMATION</b>	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases ( <i>citations / informations</i> ) pending at start of month	88	1,760	329
B. Cases ( <i>citations / informations</i> ) filed	26	27	26
C. Cases ( <i>citations / informations</i> ) disposed			
1. jury trial ( <i>Springfield, Jefferson County, and St. Louis County only</i> )	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	9	3
5. Violations Bureau Citations ( <i>i.e., written plea of guilty</i> ) and bond forfeitures by court order ( <i>as payment of fines / costs</i> )	0	2	0
6. dismissed by court	5	2	3
7. <i>nolle prosequi</i>	0	0	0
8. certified for jury trial ( <i>not heard in the Municipal Division</i> )	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	6	13	6
D. Cases ( <i>citations / informations</i> ) pending at end of month [pending caseload = (A + B) - C9]	108	1,774	349
E. Trial de Novo and / or appeal applications filed	0	0	0

<b>III. WARRANT INFORMATION</b> ( <i>pre- &amp; post-disposition</i> )		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	13	# Issued during period	3
2. # Served/withdrawn during reporting period	18	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	426		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>I. COURT INFORMATION</b>	Municipality: GRAIN VALLEY	Reporting Period: August, 2021
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 1,294.50		\$
Clerk Fee - Excess Revenue	\$ 108.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 3.33		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	\$ 1,405.83		\$
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			\$
Fines - Other	\$ 2,771.63		\$
Clerk Fee - Other	\$ 260.13		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 29.92		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 213.35		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 8.51		\$
Law Enforcement Training (LET) Fund surcharge	\$ 62.63		\$
Domestic Violence Shelter surcharge	\$ 126.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 1.55		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	\$ 3,473.72	<b>Total Other Disbursements</b>	\$ 2.45
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$ 4,882.00
INCARCERATION REIMBURSEMENT	\$ 2.45	<b>Bond Refunds</b>	\$ 805.00
	\$	<b>Total Disbursements</b>	\$ 5,687.00

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

# CITY OF GRAIN VALLEY

## MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator  
TO: Mayor & Board of Aldermen  
CC: Ken Murphy, City Administrator  
DATE: August 23, 2021  
SUBJECT: Human Resources Update

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### Month in Review

- Completing Mid-year employee performance reviews
- Drafting a formal Tuition Assistance Program request and agreement
- Compiling national and local experience with employee satisfaction surveys
- Work Compensation Audit
- Lunch and Learn presentation by LAGERS

### Current Positions Available

#### *Full-Time*

- Public Works Maintenance Worker (1) – conditional offer phase
- GIS/IT Specialist (1) – open until filled

### Promotions

- None

### Recently Filled Positions

- Public Works Maintenance Worker (1)

### Anniversary

<u>Name</u>	<u>Department</u>	<u>Date</u>	<u>Years of Service</u>
Dick Tuttle	CD	8/26	2
Stephanie Mallett	FIN	8/14	4
Cathy Reynolds	PD	8/28	4
Sara Nadeau	ADM	8/29	5
Mallory Chiesa-Cullum	FIN	8/26	8
Andrew Woltz	CD	8/5	13

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