

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

**FEBRUARY 14, 2022**

**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 Tom Cleaver

**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**

- January 24, 2022 – Board of Aldermen Regular Meeting Minutes
- February 7, 2022 – Board of Aldermen Workshop Minutes
- February 14, 2022 – Accounts Payable

**ITEM IX: PREVIOUS BUSINESS**

- None

**ITEM X: NEW BUSINESS**

- None



**ITEM XI: PRESENTATIONS**

- None

**ITEM XII: PUBLIC HEARING**

- None

**ITEM XIII: RESOLUTIONS**

**ITEM XIII (A) R22-15** **A Resolution Authorizing the Allocation of the City of Grain Valley 2022 Emergency Management Contribution to the Central Jackson County Fire Protection District**

*Introduced by Alderman Tom Cleaver*

To ensure Grain Valley is prepared for any emergency situations that may occur

**ITEM XIII (B) R22-16** **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a Ventrac 4520Y Mower With Three Attachments**

*Introduced by Alderman Bob Headley*

To provide safe mowing equipment for steep grades and to increase time and cost efficiency with more suitable equipment

**ITEM XIII (C) R22-17** **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Expend Funds to Purchase Computer Equipment**

*Introduced by Alderman Rick Knox*

To replace existing desktops, laptops, monitors and equipment per the Computer Equipment Replacement Program (CERP)

**ITEM XIII (D) R22-18** **A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement With Superior Bowen Asphalt Co. for the 2022 Pavement Maintenance Program**

*Introduced by Alderman Darren Mills*

To provide an edge mill and asphalt overlay to streets identified in the CIP Plan, 2020 Pavement Management Analysis Report and 2022 Budget

**ITEM XIII (E) R22-19** **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Quality Custom Construction for Concrete Services**

*Introduced by Alderman Jayci Stratton*

To complete the 2022 concrete repairs and replacements in conjunction with the pavement maintenance program

**ITEM XIII (F) R22-20** **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement With Civic Review**

*Introduced by Alderman Shea Bass*

To set up, train, implement and migrate records to a new online permitting and licensing software



**ITEM XIV: ORDINANCES**

- ITEM XIV (A)**      **An Ordinance Amending Chapter 705, Sewage and Sewage Disposal, of the Code of Ordinances, in Section 705.010 (Definitions), Section 705.020 (Unlawful Deposits in General)**  
B22-03  
2<sup>ND</sup> READ  
*Introduced by Alderman Jayci Stratton*  
To amend the code to add definitions and clarify requirements for controlling illicit discharges to storm sewer and water course
- ITEM XIV (B)**      **An Ordinance Amending Chapter 386 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to Neighborhood Vehicles and UTVs and Repealing Chapter 387**  
B22-04  
2<sup>ND</sup> READ  
*Introduced by Alderman Shea Bass*  
To update the neighborhood vehicle and UTV regulations
- ITEM XIV (C)**      **An Ordinance Amending Chapter 405, Subdivision Regulations, of the Code of Ordinances, in Section 405.030 (Subdivision Application Procedure and Approval Process) and Section 405.040 (Required Minimum Improvements Generally)**  
B22-05  
2<sup>ND</sup> READ  
*Introduced by Alderman Tom Cleaver*  
To clarify the duties and responsibilities of homeowners and property owners' association relating to detention/retention facilities and to clarify requirements for drainage systems
- ITEM XIV (D)**      **An Ordinance Amending Chapter 501, Land Disturbance Permit, of the Code of Ordinances, in Section 501.020 (Definitions), Section 501.060 (Responsibility of Permit Holder), Section 501.090 (Penalties) and a New Section 501.200 (Post Construction Stormwater Control)**  
B22-06  
2<sup>ND</sup> READ  
*Introduced by Alderman Bob Headley*  
To amend the code to clarify definitions and procedures as well as outline maintenance standards

**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 FEBRUARY 28, 2022 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



*Consent*

*Agenda*

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

**01/24/2022**  
PAGE 1 OF 11

**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on January 24, 2022, 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 Alderman Shea Bass

**ITEM V: APPROVAL OF AGENDA**

- No Changes

**ITEM VI: PROCLAMATIONS**

- None

**ITEM VII: CITIZENS PARTICIPATION**

- None

**ITEM VIII: CONSENT AGENDA**

- January 10, 2022 – Board of Aldermen Regular Meeting Minutes
- January 24, 2022 – 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:*
  - *Abstain:*

**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  
City Engineer Dick Tuttle  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber



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

**01/24/2022**  
**PAGE 2 OF 11**

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

**ITEM IX: PREVIOUS BUSINESS**

- None

**ITEM X: NEW BUSINESS**

- None

**ITEM XI: PRESENTATIONS**

- None

**ITEM XII: PUBLIC HEARING**

- None

**ITEM XIII: RESOLUTIONS**

**Resolution No. R22-07** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Spend Funds to Renew the Annual Software Maintenance and Support Agreement with Dude Solutions Inc.

- *Alderman Stratton moved to approve Resolution No. R22-07*
- *The Motion was Seconded by Alderman Headley*
  - This is the contract with the asset management group for public works; this is a renewal of that agreement
- *Resolution No. R22-07 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-07 Approved: 6-0-**

**Resolution No. R22-08** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator Purchase a Ten-Foot Stainless Steel Salt Spreader for Use by Public Works to Maintain Roadways

- *Alderman Bass moved to approve Resolution No. R22-08*
- *The Motion was Seconded by Alderman Knox*
  - This was a capital item proposed at budget time
- *Resolution No. R22-08 was voted upon with the following voice vote:*

**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**

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

**01/24/2022**  
PAGE 3 OF 11

- *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
- *Nay:*
- *Abstain:*

**-Resolution No. R22-08 Approved: 6-0-**

**Resolution No. R22-09** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Establishing the Need to Amend the 2022 Budget for a Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing From Benefit Plan L-7 to L-6

- *Alderman Cleaver moved to approve Resolution No. R22-09*
- *The Motion was Seconded by Alderman Mills*
  - This was an item discussed at budget time which would change the level of retirement for employees; There was a process to be followed for this to take place including 11/22/21 it was entered into the minutes and a waiting period for public comment and is now coming back to the board to approve an ordinance to release the funds out of the reserves
  - Alderman Stratton will be abstaining from 5 votes tonight involving police officers and retirement items related to officers
- *Resolution No. R22-09 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills*
  - *Nay:*
  - *Abstain: Stratton*

**-Resolution No. R22-09 Approved: 5-0-**

**Resolution No. R22-10** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing a Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing From Benefit Plan L-7 to L-6

- *Alderman Headley moved to approve Resolution No. R22-10*
- *The Motion was Seconded by Alderman Bass*
  - Resolution required by LAGERS to be the action from the board to move from L-7 to L-6 and changing the multiplier from 1.5 to 2%
- *Resolution No. R22-10 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills*
  - *Nay:*

**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  
City Engineer Dick Tuttle  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber



- *Abstain: Stratton*

**-Resolution No. R22-10 Approved: 5-0-**

**Resolution No. R22-11** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Execute Task Agreement No. 5 With Lamp Rynearson for the Design of the Armstrong Park All-Inclusive Playground Subject to all Provisions Included in the On-Call Professional Engineering Services Agreement

- *Alderman Knox moved to approve Resolution No. R22-11*
- *The Motion was Seconded by Alderman Headley*
  - Mr. Davies shared that this is a project to replace existing play structures in Armstrong Park; One was constructed in the early 1990s and early 2000s – they have reached their useful life and they are not fully ADA compliant; this is a 2022 budgeted item for 2022 and in the 5-year CIP; this is for the design part of the project
- *Resolution No. R22-11 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-11 Approved: 6-0-**

**Resolution No. R22-12** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Three New Patrol Cars and Equipment for Three New Patrol Cars

- *Alderman Mills moved to approve Resolution No. R22-12*
- *The Motion was Seconded by Alderman Knox*
  - Two of these cars were in the vehicle equipment replacement program and the other is to account for the new two officers approved in the budget
- *Resolution No. R22-12 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-12 Approved: 6-0-**

**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**

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Deputy City Administrator Theresa Osenbaugh  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**01/24/2022**  
**PAGE 5 OF 11**

**Resolution No. R22-13** A Resolution by the Board of Aldermen of the City of Grain Valley Adopting a Labor Agreement With the Fraternal Order of Police for Sworn Police Officers and Authorizing the City Administrator to Sign the Agreement on Behalf of the City

- *Alderman Bass moved to approve Resolution No. R22-13*
- *The Motion was Seconded by Alderman Mills*
  - This agreement includes police officers, SROs and detectives and would run until 2024 and thanked union member representative, Officer Staat, for working with the City on this process
- *Resolution No. R22-13 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills*
  - *Nay:*
  - *Abstain: Stratton*

**-Resolution No. R22-13 Approved: 5-0-**

**Resolution No. R22-14** A Resolution by the Board of Aldermen of the City of Grain Valley Adopting a Labor Agreement With the Fraternal Order of Police for Sworn Police Sergeants and Authorizing the City Administrator to Sign the Agreement on Behalf of the City

- *Alderman Cleaver moved to approve Resolution No. R22-14*
- *The Motion was Seconded by Alderman Knox*
  - This agreement includes the Sergeants in the department and thanked the union member representative, Sergeant Stratton, for his help in this process
- *Resolution No. R22-14 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills*
  - *Nay:*
  - *Abstain: Stratton*

**-Resolution No. R22-14 Approved: 5-0-**

**ITEM XIV: ORDINANCES**

**Bill No. B22-02:** An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2022 Budget to Allocate Funding From the General Fund, Parks Fund, Water/Sewer Fund, and Transportation Fund Reserves for a

**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  
 City Engineer Dick Tuttle  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**01/24/2022**  
 PAGE 6 OF 11

Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing from Benefit Plan L-7 to L-6

**Bill No. B22-02** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Mills moved to accept the first reading of Bill No. B22-02 and bring it back for a second reading by title only*
- *The Motion was Seconded by Alderman Headley*
  - This is the budget amendment to account for the change from L-7 to L-6; the actual numbers were not available during the budget time because the dollar amounts were not official until they went thru the actuarial process
- *Motion to accept the first reading of Bill No. B22-02 and bring it back for a second reading was voted upon with the following voice vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills*
  - *Nay:*
  - *Abstain: Stratton*

**-Motion Approved 5-0-**

**Bill No. B22-02:** An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2022 Budget to Allocate Funding From the General Fund, Parks Fund, Water/Sewer Fund, and Transportation Fund Reserves for a Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing from Benefit Plan L-7 to L-6

**Bill No. B22-02** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Mills moved to accept the second reading of Bill No. B22-02 and approve it as ordinance #2574*
- *The Motion was Seconded by Alderman Knox*
  - None
- *Motion to accept the second reading of Bill No. B22-02 and approve it as Ordinance #2574 was voted upon with the following roll call vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills*
  - *Nay:*
  - *Abstain: Stratton*

**-Bill No. B22-02 BECAME ORDINANCE #2574: 5-0-**

**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  
 City Engineer Dick Tuttle  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
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 City Attorney Joe Lauber



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

**01/24/2022**  
 PAGE 7 OF 11

**Bill No. B22-03:** An Ordinance Amending Chapter 705, Sewage and Sewage Disposal, of the Code of Ordinances, in Section 705.010 (Definitions), Section 705.020 (Unlawful Deposits in General)

**Bill No. B22-03** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Stratton moved to accept first reading of Bill No. B22-03 and bring it back for a second reading at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Headley*
  - Mr. Tuttle these ordinances were initiated as a result of a Stormwater permit and during the audit process they identified areas in our code that were insufficient; this will correct those items found
- *Motion to accept the first reading of Bill No. B22-03 and bring it back for a second reading at the next regularly scheduled meeting was voted upon with the following voice vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**Bill No. B22-04:** An Ordinance Amending Chapter 386 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to Neighborhood Vehicles and UTVs and Repealing Chapter 387

**Bill No. B22-04** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Bass moved to accept first reading of Bill No. B22-04 and bring it back for a second reading at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Cleaver*
  - Increased popularity of UTVs and recreational vehicles in the city, it seemed a good time to address them in our code; City Administrator Murphy, Chief Beale and City Clerk Logan reviewed requirements for these types of vehicles in other communities and we mirrored as much as possible the requirements for golf carts as well as the permitting process from other cities
  - Alderman Bass asked what surrounding cities are doing (Blue Springs/Independence); Chief Beale stated he didn't know what Blue Springs 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  
 City Engineer Dick Tuttle  
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CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN MEETING MINUTES  
Regular Session

01/24/2022  
PAGE 8 OF 11

Independence were doing; He's had discussions with Dells here in town and their sales expected of 50-60 vehicles at their peak season and felt it necessary for Grain Valley to put something in place to be able to enforce

- Alderman Bass asked if there were horsepower restrictions; Ms. Logan stated only speed limit limitations; Mr. Murphy stated the state had requirements for each type of vehicle and we mirrored those; Alderman Bass asked if DOT is inspecting; Chief Beale stated there will be something in place where the police department will inspect these vehicles and will be issued a sticker (permit); Mr. Murphy said this would mirror what is allowed for golf cart regulations;
- Alderman Mills asked if they were allowed on every street; up to 35 mph and allowed to cross state highways but not travel on state highways which mirrors golf carts and state language
- Alderman Cleaver asked if street legal with headlights, etc.; Chief Beale stated yes, turn signals/seat belts, etc.; Chief Beale will provide a copy of this ordinance to Dells Powersports so they are aware when selling these vehicles
- Alderman Knox asked what impact this will be on our officers, and he's received calls about minors driving them; Chief Beale stated this would be a reason to get ahead of this, so it is enforceable
- Alderman Headley asked about insurance; Chief Beale stated just like a normal vehicle and proof of insurance and driver's license is required at the time of registration
- Alderman Stratton stated unlicensed drivers/minors driving these vehicles; she asked if they hit a pothole or be in a wreck, would this come back on the city; Mr. Lauber stated cities have sovereign immunity and only liable for what they are insured for; only exception would be once a known pothole or issue, it needs to be handled
- *Motion to accept the first reading of Bill No. B22-04 and bring it back for a second reading at the next regularly scheduled meeting was voted upon with the following voice vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**Bill No. B22-05:** An Ordinance Amending Chapter 405, Subdivision Regulations, of the Code of Ordinances, in Section 405.030 (Subdivision Application Procedure and Approval Process) and Section 405.040 (Required Minimum Improvements Generally)

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

**01/24/2022**  
PAGE 9 OF 11

**Bill No. B22-05** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Cleaver moved to accept first reading of Bill No. **B22-05** and bring it back for a second reading at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Knox*
  - Mr. Tuttle stated this chapter deals with platting and subdivisions including requirements for HOAs; they typically own retention ponds and the requirements are spelled out in this chapter and provides procedure and recovery of funds process if the City needed to step in to fix an issue; This also includes the process for signatures required on minor plats to be approved administratively and not go to planning and zoning; Also, includes to use natural open channels and grassy channels when possible vs. concrete channels when possible
- *Motion to accept the first reading of Bill No. **B22-05** and bring it back for a second reading at the next regularly scheduled meeting was voted upon with the following voice vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**Bill No. B22-06:** An Ordinance Amending Chapter 501, Land Disturbance Permit, of the Code of Ordinances, in Section 501.020 (Definitions), Section 501.060 (Responsibility of Permit Holder), Section 501.090 (Penalties) and a New Section 501.200 (Post Construction Stormwater Control)

**Bill No. B22-06** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Headley moved to accept first reading of Bill No. **B22-06** and bring it back for a second reading at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Bass*
  - Mr. Tuttle stated this creates a new section called post construction standards that DNR stated our current codes were deficient in; This would provide the process for the city to have the ability to step in, correct and recover the funds to correct and issue; Large inspections are done outside of the city and the ordinance requires this to be submitted to the City afterwards
  - Mayor Johnston asked how the notification works in there were issues; 30-day notice to correct the issue, the HOA and homeowners in that subdivision would be

**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  
City Engineer Dick Tuttle  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber



notified of any issues

- *Motion to accept the first reading of Bill No. B22-06 and bring it back for a second reading at the next regularly scheduled meeting was voted upon with the following voice vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**ITEM XV: CITY ATTORNEY REPORT**

- None

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

- City Administrator Ken Murphy
  - Board of Aldermen Workshop on 2/7 at 6:00 at City Hall
- Deputy City Administrator Theresa Osenbaugh
  - None
- Chief James Beale
  - None
- Finance Director Steven Craig
  - Written Report; W2s have been processed for 2021; Mayor and Alderman W-2s are in their mailboxes
- Parks & Recreation Director Shannon Davies
  - None
- 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

**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  
City Engineer Dick Tuttle  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber





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

**01/24/2022**  
**PAGE 11 OF**  
**11**

- 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 7:29 P.M.

Minutes submitted by:

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

\_\_\_\_\_  
 Date

Minutes approved by:

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

\_\_\_\_\_  
 Date

**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  
 City Engineer Dick Tuttle  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber

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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Workshop

**02/07/2022**  
PAGE 1 OF 5

**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met for a Workshop Session on February 7, 2022 at 6:00 p.m. in the Council Chambers of Grain Valley City Hall, 711 Main Street, Grain Valley, Missouri
- The meeting was called to order by Mayor Johnston

**ITEM II: ROLL CALL**

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

**-QUORUM PRESENT-**

**ITEM III: DISCUSSION**

**ARPA Funds**

- The point of this evening is to discuss what to do with the American Rescue Plan Act funds to provide relief from Corona Virus and economic issues signed 3/11/21; Fiscal Recovery Fund Amounts assigned to each jurisdiction was in relation to the population at that point in time; the first payment was received in the amount of 1.465 million dollars in September 2021, and the 2<sup>nd</sup> half will be received 12 months later or September 2022.
- This program states funds must be obligated by the end of 2024 and spent by the end of 2026.
- There are four categories the funds can be spent on based on the Treasury final rule 1/6/22: to respond to public health emergency, respond to workers performing essential work, provision of government services to the extent of a reduction in revenue, and to make necessary investments in water, sewer, or broadband infrastructure
- City Staff waited for guidance before presenting to the board; Public Sector Revenue Loss can be determined by using the “standard allowance” or calculate the actual revenue loss using Treasury formula
- Ineligible uses of funds include:
  - To offset a reduction in taxes
  - Deposits to pension funds
  - To fund debt service
  - To fund legal settlements
  - Deposits to financial reserves
- Proposed projects for funds:

**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  
Finance Director Steven Craig  
City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Workshop

**02/07/2022**  
**PAGE 2 OF 5**

- CIP Projects; Constructions costs are coming back higher than what was originally forecasted for each to include:
  - James Rollo Sanitary Sewer (sewer replacements) - \$950,000
  - New Tyer Road Water Tower Design - \$400,000
    - Alderman Stratton asked if the amount of capacity/use of the current water tower was known; not known right now, but needed for future and to increase water tower capacity in the future
    - Alderman Headley asked if this water tower would replace the current tower or if this would be an additional tower; Replacement
    - Mayor Johnston asked about service interruption during the changeover; Mr. Murphy stated there could be ways to work through it using Tri-County tanks, etc.
  - Police Department Radios - \$177,000
    - Alderman Knox clarified if these were the same radios currently in the budget; Mr. Murphy stated yes, but currently only a few have been replaced at a time
    - Mr. Murphy stated the program would like for any items these funds would be used on to be forward facing and transformative for a community
  - Parks Master Plan as this has not ever been done
  - Updated Comprehensive Plan – last one was done in 2014
  - Police Body Cams - \$60,000
  - License Plate Reader - \$35,000
  - Downtown Program/Main Street Program- \$50,000; More details will be provided on this
  - Video Arraignment - \$2,000 ; this is the way of the world
    - Alderman Knox asked how that would work if someone was housed elsewhere; Mr. Murphy stated the people would stay where they are and arraign them vs. transporting them in; Ms. Osenbaugh stated many places have this technology in place already and have been asking Grain Valley for this technology
    - Alderman Stratton asked what the body cams included; Mr. Murphy stated all equipment that goes along with them
    - Alderman Knox asked if one camera per officer; yes
    - Mr. Murphy stated any of these items would come back to the board as a resolution at a later date
    - Alderman Headley stated to make sure some warranty is on some of this type of equipment; Alderman Stratton stated to make sure to include annual subscriptions, software costs, etc.
    - Alderman Bass asked if there were quotes for the Body Cam package; Ms.

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Alderman Jayci Stratton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Finance Director Steven Craig  
City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Workshop

**02/07/2022**  
**PAGE 3 OF 5**

- Osenbaugh went back to the presentation slide with the estimated cost
- Mayor Johnston asked if there would be grants available
  - Alderman Knox asked if the Parks master plan could be done in house; Mr. Murphy stated no; there would be a RFP for that project and it would be timed for 2023; Even with all the projects laid out, there is still a cushion of funds available and it can be looked at again at budget time to see if any projects seem appropriate at that that time; There are hopes of construction costs coming back down by the time the bid request goes out
  - Alderman Knox asked if the money can be spent to put in a park or only the plan/design; Mr. Craig stated for general governmental services and the funds could be used for that purpose
- Main Street – Downtown Possibilities
- Change is desired in the downtown area and it comes up often in discussions with citizens
  - This money would be a potential good fit to help grow those businesses that have been downtown or are just getting started; came up in the branding discussions; it is not uncommon to see people walking the streets and inside businesses in our downtown based on the new businesses that have gone in
  - There are 25 separate parcels in the downtown area; Missouri Main Street Connection (MMSA) offers a grant to offer coaching/training, fundraising, strategy development, etc. Grain Valley fits their demographic; 60/40 split; there needs to be a sponsor for each application which would be the City; a list of stakeholders has been developed with the goal in the end of the program is that it would be a freestanding non-profit in the end; Mr. Murphy shared they held a meeting with some of the owners downtown already to ensure there is some buy in from those business owners and there is interest
  - There have been cities around us that have been through this program to include many near us (Lee’s Summit, Blue Springs, Chillicothe, Independence, Clinton, Excelsior Springs, Liberty, Warrensburg)
  - Investment could be used initially on 40% Grant Match, Training & Memberships, Façade Grants, Beautification Efforts – this one would move the fastest to include letter of intent by 3/18/22 and they would know if we receive the Award by 5/2/22
  - Alderman Knox asked where this fits with the overall zoning plan – car lots, etc.
  - Alderman Headley stated the committee working with the zoning/types of business piece should be done consecutively with this project; Mr. Murphy stated this would start that process; Alderman Headley and Alderman Knox like the idea

**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  
Finance Director Steven Craig  
City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Workshop

**02/07/2022**  
**PAGE 4 OF 5**

- Mr. Murphy used Blue Springs' Downtown as an example of some of the changes to this point
- If the Main Street Project is one the Board was interested in, there are some deadlines to not lose the momentum; a few other items on the list would require RFP/RFQs and a longer process; equipment pieces could start sooner and present resolutions/budget adjustments for those
- These items are all from either the CIP or received from community feedback from past surveys
  - Mr. Murphy asked for feedback to help direct City Staff to move forward with various projects
- *Alderman Knox made a Motion to move forward with the next step of the items proposed for the ARPA Funds*
- *The Motion was Seconded by Alderman Cleaver*
  - *None*
- *Motion to move forward with the next step of the items proposed for the ARPA Funds*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

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

- Mayor Johnston stated he thought there was a lot of effort into the proposal and thought it was a good proposal
- Mr. Murphy stated the RFP went out for Nichols Building today and the deadline is March 7<sup>th</sup> and this would work into the Main Street proposal as well as that property is in that area

**ITEM IV: ADJOURNMENT**

- The meeting adjourned at 6:44 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  
Deputy City Administrator Theresa Osenbaugh  
Finance Director Steven Craig  
City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Workshop

**02/07/2022**  
**PAGE 5 OF 5**

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  
Deputy City Administrator Theresa Osenbaugh  
Finance Director Steven Craig  
City Clerk Jamie Logan

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	42.87		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,583.02		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00		
		HAMPEL OIL INC	CJC FUEL	554.72		
			CJC FUEL	1,005.55		
		AFLAC	AFLAC AFTER TAX	126.59		
			AFLAC CRITICAL CARE	20.16		
			AFLAC PRETAX	326.93		
			AFLAC-W2 DD PRETAX	253.74		
		MIDWEST PUBLIC RISK	DENTAL	180.35		
			OPEN ACCESS	268.80		
			OPEN ACCESS	242.55		
			OPEN ACCESS	188.30		
			HSA	377.63		
			HSA	1,735.64		
			HSA	43.97		
			VISION	32.00		
			VISION	43.20		
			VISION	132.00		
			VISION	14.35		
		HSA BANK	HSA - GRAIN VALLEY, MO	379.90		
			HSA - GRAIN VALLEY, MO	574.64		
		SHERIFFS RETIREMENT SYSTEM	JAN 2022 SHERIFF RETIREMEN	3.00		
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	218.37		
		NICOLAS SALERNO	WELDON RESTITUTION	100.00		
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	213.45		
			FLEX PLAN	25.00		
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	657.40		
			MISSIONSQUARE 457	462.76		
			MISSIONSQUARE ROTH IRA	68.75		
		HOPE HOUSE	JAN 2022 DOMESTIC VIOLENCE	160.00		
		MO DEPT OF REVENUE	JAN 2022 CVC FUNDS	278.07		
		MO DEPT OF PUBLIC SAFETY	JAN 2022 TRAINING FUND	39.00		
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,353.46		
			SOCIAL SECURITY	4,878.14		
			MEDICARE	<u>1,140.88</u>		
			TOTAL:	25,061.19		
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	210.18
				WAGWORKS	JAN 2022 MONTHLY FEES	68.00
				STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	12.00
				MIDWEST PUBLIC RISK	DENTAL	34.90
	HSA			252.45		
	HSA			332.08		
HSA BANK	HSA - GRAIN VALLEY, MO			100.00		
THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY			16.90		
GATEHOUSE MEDIA MISSOURI HOLDINGS	GV DEC 2021 FINANCIALS			390.00		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			125.16		
	MEDICARE			<u>29.28</u>		
	TOTAL:			1,570.95		
INFORMATION TECH	GENERAL FUND			NETSTANDARD INC	NETSTANDARD DATASAFE	875.00
			FEB 22 CLARITY SERVICE	3,708.00		
			NETSTANDARD OFFICE 365	834.00		
		OFFICE DEPOT	SLIM DVD BURNER	42.69		
			CABLE/NETGEAR ETHERNET	76.83		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DUDE SOLUTIONS INC	ASSET ESSENTIALS CONTRACT	1,735.76
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	<u>120.03</u>
			TOTAL:	7,392.31
BLDG & GRDS	GENERAL FUND	SAMS CLUB/GECRB	TOILET PAPER	94.50
		PROGRESSIVE ELECTRONICS	SERVICE CALL 12/08/21	250.00
		ORKIN	FEBRUARY 2022 SERVICE	70.70
		GENERAL ELEVATOR	FEBRUARY SERVICE 2022	150.00
		KORNIS ELECTRIC SUPPLY INC	T8 LAMP 41K	67.50
		MENARDS - INDEPENDENCE	PLUNGERS	75.93
		SC REALTY SERVICES	JANUARY 22 JANITORIAL SERV	1,062.27
		EVERGY	513 GREGG	46.33
			600 BUCKNER TARNSEY RD	11.47
			596 BUCKNER TARSNEY	14.34
			CAPPELL & FRONT, PH, PUBLI	11.10
			618 JAMES ROLLO CT	74.00
			1608 NW WOODBURY DR	33.79
			6100 S BUCKNER TARSNEY	11.47
			618 JAMES ROLLO CT	21.08
			711 MAIN ST CITY HALL	799.59
			620 JAMES ROLLO CT	52.36
			517 GREGG	90.00
			1805 NW WILLOW DR	33.61
		COMCAST	JAN 2022 FIBER	445.70
		COMCAST	CITY HALL AND PD VOICE EDG	479.49
		INTEGRATED OPENING SOLUTIONS	SERVICE 12/06/21 ACCESS CO	<u>302.50</u>
			TOTAL:	4,197.73
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	154.37
			ADMIN C85162117	56.83
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	365.22
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	36.99
			PENS/LABELS/SHARPIES	14.48
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	15.00
		PITNEY BOWES	4) RED INK CTG	339.96
		MIDWEST PUBLIC RISK	DENTAL	23.79
			HSA	404.44
		HSA BANK	HSA - GRAIN VALLEY, MO	61.63
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	31.25
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	7.89
		CANDID MARKETING	BRANDING PROJECT	5,255.00
		GATEHOUSE MEDIA MISSOURI HOLDINGS	RFP PURCHASE CITY OWNED PR	41.10
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	275.48
			MEDICARE	<u>64.44</u>
			TOTAL:	7,147.87
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	292.61
		OFFICE DEPOT	ENVELOPES/PAPER/INK/TONER	111.99
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	12.00
		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	FEB 2022 DISABILITY	24.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	179.01
			MEDICARE	<u>41.87</u>
			TOTAL:	1,270.00
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING DECEMBER	140.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	188.76
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.91
			HSA	13.10
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	2.59
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	15.53
		MERCHANT SERVICES	MONTHLY FEES	34.35
			MONTHLY FEES	136.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	181.30
			MEDICARE	<u>42.40</u>
			TOTAL:	1,166.61
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	159.93
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	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	FEB 2022 DISABILITY	13.70
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	41.54
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	139.14
			MEDICARE	<u>32.54</u>
			TOTAL:	1,197.90
FLEET	GENERAL FUND	CLARKS TOOL & EQUIPMENT	GREASE GUN/GRINDER/CRYO TE	455.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	90.51
		OFFICE DEPOT	PENS	9.19
			ENVELOPES/PAPER/INK/TONER	56.01
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	6.00
		OREILLY AUTOMOTIVE INC	DSL ANTIGEL	55.96
			5 GAL HYDRL OIL	115.98
		FASTENAL COMPANY	PB DOM 5/8-11X4.5	73.07
			14.5" UVBLACK CBL TIE	122.87
			14.5" UV BLK CBL TIE	67.70
		MIDWEST PUBLIC RISK	DENTAL	17.45
			HSA	153.00
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	7.65
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	4.42
			PW/WOLTZ UNIFORMS	4.42
			PW/WOLTZ UNIFORMS	4.42
		FACTORY MOTOR PARTS CO	FULL SYN DEXOS 5W30 OIL	233.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	59.17
			MEDICARE	<u>13.84</u>
			TOTAL:	1,588.51
POLICE	GENERAL FUND	RICOH USA INC	PD C85162116	34.71
			PD C85162119	135.78
			PD C85162124	11.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	5,376.31
			MONTHLY CONTRIBUTIONS	330.04
			ROUNDING	0.02-
		STATE BANK OF MISSOURI	IN-CAR SYSTEMS	2,314.61
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	72.27
			POST IT NOTES	13.34
			PENS/LABELS/SHARPIES	125.20
			FOLDERS	194.55
			ENVELOPES/PAPER/INK/TONER	44.47
			MOUSEPAD/STAMP	11.39
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	300.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,390.97
			BULK GASOHOL/DIESEL	133.07
			BULK GASOHOL/DIESEL	1,182.65
			BULK GASOHOL/DIESEL	132.87
		COMCAST	HIGH SPEED INTERNET	151.85
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	558.40
			BELLMYER	88.00-
			BELLMYER	1,224.00-
			BELLMYER	22.00-
			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
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	1,000.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	429.39
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	1,165.07
			CELLULAR SERVICE 01/19-02/	124.62
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,420.36
			MEDICARE	<u>799.94</u>
			TOTAL:	31,512.47
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.72
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	114.75
			BULK GASOHOL/DIESEL	43.48
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	10.60
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	41.54
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	81.60
			MEDICARE	19.08
		NATIONAL BAND & TAG COMPANY	1500) 11/16" O.D. RING	<u>42.27</u>
			TOTAL:	875.04
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	600.08
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	202.63
			PTOUCH TZE231 4PK 12MM B&W	40.79
			ENVELOPES/PAPER/INK/TONER	9.54
			MOUSEPAD/STAMP	16.44
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	35.97
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	15.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDWEST PUBLIC RISK	DENTAL	49.37
			DENTAL	10.23
			HSA	839.34
			HSA	171.27
		HSA BANK	HSA - GRAIN VALLEY, MO	205.72
			HSA - GRAIN VALLEY, MO	29.28
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	55.77
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	40.09
			CELLULAR SERVICE 01/19-02/	6.23
			CELLULAR SERVICE 01/19-02/	7.89
		GATEHOUSE MEDIA MISSOURI HOLDINGS	RFP 2022 PAVEMENT	38.36
			BIDS FOR RYAN MEADOWS WATE	35.62
			BIDS TEMPLATE FIRE ALARMS	38.36
			BIDS NUISANCES ABATEMENTS	35.62
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	416.97
			MEDICARE	<u>97.52</u>
			TOTAL:	2,998.12
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	26.13
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	517.62
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.54
			AFLAC-W2 DD PRETAX	71.42
		MISCELLANEOUS	MAKAYLA MACKISON:	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	151.00
			HSA - GRAIN VALLEY, MO	112.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	8.44
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	204.64
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	218.20
			MISSIONSQUARE 457	602.50
			MISSIONSQUARE ROTH IRA	56.92
			MISSIONSQUARE ROTH IRA	11.30
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,392.01
			SOCIAL SECURITY	983.89
			MEDICARE	<u>230.12</u>
			TOTAL:	5,101.75
PARK ADMIN	PARK FUND	NETSTANDARD INC	FEB 22 CLARITY SERVICE	618.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	659.41
		AT&T	U-VERSE PARK MAINTENANCE	69.55
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	13.42
			ENVELOPES/PAPER/INK/TONER	10.74
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	43.20
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	103.66
			BULK GASOHOL/DIESEL	143.36
		MIDWEST PUBLIC RISK	DENTAL	21.51
			DENTAL	48.86
			HSA	555.39
			HSA	396.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	132.84
		HSA BANK	HSA - GRAIN VALLEY, MO	89.63
			HSA - GRAIN VALLEY, MO	130.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	68.43
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	123.09
		COMCAST	JAN 2022 FIBER	74.28
		COMCAST	CITY HALL AND PD VOICE EDG	191.79
			PARKS MAINT VOICE EDGE	35.02
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	413.60
			MEDICARE	<u>96.73</u>
			TOTAL:	4,038.80
PARKS STAFF	PARK FUND	FELDMANS FARM & HOME	HARDWARE FOR TRAIL GATES	26.83
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	507.08
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	36.00
		OREILLY AUTOMOTIVE INC	BAT TERMINAL	11.34
		KORNIS ELECTRIC SUPPLY INC	20W A21 5000K 120-277V	24.99
		WEST CENTRAL ELECTRIC COOP INC	12/29-01/28 BALLPARK COMPL	205.09
		MENARDS - INDEPENDENCE	TRASH CAN	84.94
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		T & W STEEL CO	METAL 1/4 X 2 HR FLAT	35.26
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	40.43
		GREGS LOCK & KEY SERVICE INC	TRANSPONDER KEY	35.00
		GRAINGER	V BELT PULLEY	19.94
		EVERGY	701 SW EAGLES PKWY BALLFIE	116.70
			ARMSTRONG PARK 041503	105.30
			ARMSTRONG PARK DR	30.08
			ARMSTRONG PARK 098095	33.67
			ARMSTRONG PARK 017576	121.87
			28605 E HWY AA	24.94
			JAMES ROLLO SHELTER #2	104.55
			MAIN ARMSTRONG SHELTER 1	24.92
			618 JAMES ROLLO CT	36.99
			ARMSTRONG PARK	59.83
			6100 S BUCKNER TARSNEY	87.69
			28605 E HWY AA	129.50
			618 JAMES ROLLO CT	10.54
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	324.27
			MEDICARE	75.84
		COMMERCIAL ROOFING SERVICES	REPAIR PAVILION ROOF	<u>576.00</u>
			TOTAL:	4,086.59
COMMUNITY CENTER	PARK FUND	RICOH USA INC	COMM CTR C85162114	43.34
			COMM CTR C85162123	10.23
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	324.99
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	23.48
			BOXES	34.15
			ENVELOPES/PAPER/INK/TONER	10.75
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	34.90
			HSA	504.90
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	100.00
		SC REALTY SERVICES	JANUARY 22 JANITORIAL SERV	177.05
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	14.90
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	41.54
		BSN SPORTS INC	BASKETBALLS	102.00
		MERCHANT SERVICES	MONTHLY FEES	377.79
			MONTHLY FEES	126.39
			MONTHLY FEES	14.08
			MONTHLY FEES	14.08
		EVERGY	713 S MAIN ST	965.35
			713 MAIN #A	292.89
		COMCAST	COMM CENTER VOICE EDGE	165.14
		MARY ALLGRUNN	01/11-01/20 LINE DANCING	75.60
		LINDA HOMBS	01/11-01/20 LINE DANCING	75.60
		SAMANTHA PETRALIE	01/10-01/21 SILVERSNEAKERS	150.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	246.02
			MEDICARE	<u>57.55</u>
			TOTAL:	4,393.72
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	156.92
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	27.69
			DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	13.68
			OPEN ACCESS	26.88
			HSA	86.79
			HSA	77.14
			HSA	74.00
			VISION	1.60
			VISION	2.40
			VISION	4.40
			VISION	3.94
		HSA BANK	HSA - GRAIN VALLEY, MO	8.49
			HSA - GRAIN VALLEY, MO	98.65
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	9.89
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	44.99
			MISSIONSQUARE 457	71.10
			MISSIONSQUARE ROTH IRA	44.10
		INTERNAL REVENUE SERVICE	FEDERAL WH	416.91
			SOCIAL SECURITY	289.02
			MEDICARE	<u>67.59</u>
			TOTAL:	1,568.87
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	NETSTANDARD DATASAFE	175.00
			FEB 22 CLARITY SERVICE	370.80
			NETSTANDARD OFFICE 365	166.80
		RICOH USA INC	PW C85162113	3.93
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	446.75
		ADVANCE AUTO PARTS	20" PREMIUM SQUEEGEE	1.11
		CTEC HOLDING CO LLC	ENGINE HARNESS	230.32
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	6.96
			ENVELOPES/PAPER/INK/TONER	5.19
		CUES	ANNUAL SERVICE CONTRACT	900.00
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	24.57
		KNAPHEIDE TRUCK EQ CENTER	8' WESTERN SNOW PLOW	6,879.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OREILLY AUTOMOTIVE INC	COOLANT HOSE	6.88
			OIL FILTER/CABIN FILTER	22.85
			FUEL HOSE	2.72
			FUEL HOSE	2.78
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	15.99
		PROGRESSIVE ELECTRONICS	SERVICE CALL 12/23/21	50.00
		ALLIED FENCE & SECURITY OF KANSAS CORP	REPLACE DRIVE CHAIN ON SLI	94.68
		ORKIN	FEBRUARY 2022 SERVICE	6.06
			618 JAMES ROLLO CT	13.40
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	295.91
			BULK GASOHOL/DIESEL	134.60
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT	4.86
			FLASHLIGHT	3.99
		GOODYEAR COMMERCIAL TIRE	RECON WHL 2STEP PRIM/PWDR	12.50
		DUDE SOLUTIONS INC	ASSET ESSENTIALS CONTRACT	1,735.76
		KC WHOLESALE	R&I ENGINE SENSOR HARNESS	502.88
		MIDWEST PUBLIC RISK	DENTAL	14.27
			DENTAL	52.47
			OPEN ACCESS	127.12
			HSA	409.14
			HSA	120.24
			HSA	265.66
			HSA	288.24
		HSA BANK	HSA - GRAIN VALLEY, MO	29.47
			HSA - GRAIN VALLEY, MO	170.33
		SC REALTY SERVICES	JANUARY 22 JANITORIAL SERV	106.23
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	35.40
		MID AMERICAN SIGNAL INC	TECH SERVICES EE KIRBY & S	450.00
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	6.23
			CELLULAR SERVICE 01/19-02/	128.33
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	30.34
			PW/WOLTZ UNIFORMS	30.34
			PW/WOLTZ UNIFORMS	30.34
		GRAINGER	CONTACTOR	9.34
		LAMP RYNEARSON INC	DESIGN SERVICES RYAN MEADO	392.00
			STORMWATER MASTER PLAN	5,892.00
		EVERGY	655 SW EAGLES PKWY	36.40
			618 JAMES ROLLO CT	74.00
			AA HWY & SNI-A-BAR BLVD	32.38
			702 SW EAGLES PKWY	40.91
			GRAIN VALLEY ST LIGHTS	12,918.64
			618 JAMES ROLLO CT	21.08
			711 MAIN ST CITY HALL	68.54
		COMCAST	JAN 2022 FIBER	44.57
		COMCAST	CITY HALL AND PD VOICE EDG	57.54
			PW VOICE EDGE	23.58
		COMCAST	PUMP STATION INTERNET	23.32
		VIKING-CIVES MIDWEST INC	60IN 3/8 GR70 CHAIN	79.70
			6G-8MP MALE PIPE RIGID	2.80
			CYLINDER	62.00
			CURB GUARD RIGHT	265.00
			CYLINDER	80.40
			FRONT LEG BRACE PIN	27.00
		RUSH TRUCK CENTER	GASKET/CLAMP EXHAUST	15.72
			SENSOR EBP	28.94
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	289.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	67.56
			TOTAL:	34,962.86
PUBLIC HEALTH	PUBLIC HEALTH	MID-AMERICA REGIONAL COUNCIL	2022 HHW	17,033.43
		OATS	2021 DECEMBER OATS	96.05
			TOTAL:	17,129.48
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK	PRO #2 3RD QTR ZOO	5,625.67
			PRO #2 3RD QTR CJC	22,502.67
			PRO #2 CITY SALES	41,423.04
			TOTAL:	69,551.38
NON-DEPARTMENTAL	MKT PLACE NID- PR#	UMB BANK NA	GVM6 IMP DIST LTD GO BDS S	41,581.87
			GVM6 IMP DIST LTD GO BDS S	135,000.00
			TOTAL:	176,581.87
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK	CID/USE	17,297.29
			CID/USE UNCAPTURED	16,778.36
			TOTAL:	34,075.65
DEBT SERVICE	DEBT SERVICE FUND	UMB BANK NA	GVM8 GO RFDG BDS SRS 2018A	45,725.00
			GVM8 GO RFDG BDS SRS 2018A	315,000.00
			GVM8 GO RFDG BDS SRS 2018A	5,100.00-
			GVMA SRS 2020A	61,125.00
			GVMA SRS 2020A	1,295,000.00
		STANDARD & POORS	PREREFUNDED REF SER A	214.00
		UMB BANK NA	GVM0 GO RFDG BDS SRS 2020A	318.00
			TOTAL:	1,712,282.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,071.94
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	110.77
			DZEKUNSKAS CASE 41452523	120.00
		MO DEPT OF REVENUE	JAN 22 SALES TAX	3,736.94
			JAN 22 SALES TAX	74.74-
		AFLAC	AFLAC PRETAX	36.56
			AFLAC-W2 DD PRETAX	57.48
		MISCELLANEOUS NADEAU, ROBERT	10-503340-07	89.78
		HICKS, SCOTT	20-567850-05	28.57
		KNAPP, MITCH	20-102700-03	15.54
		WILLIAMS, MICHAEL	20-111300-08	61.47
		CORWIN, JEANETTE	20-113900-00	18.15
		GARDNER, MICHAEL	20-151200-02	14.27
		MOOREMARK, INC	20-152310-02	15.54
		MOORE, MICHAEL	20-567910-02	25.46
		BUSHNELL, WAYNE JR	20-701390-17	29.34
		BAILEY, RYAN	20-701540-12	65.54
		GAGE, MILEE	20-701780-10	65.54
		HYDE, JEFFREY	20-707230-02	13.39
		MIDWEST PUBLIC RISK	DENTAL	84.43
			OPEN ACCESS	107.52
			HSA	488.77
			HSA	462.84
			HSA	332.48
			VISION	6.40
			VISION	14.00
			VISION	26.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION	21.71
		HSA BANK	HSA - GRAIN VALLEY, MO	62.34
			HSA - GRAIN VALLEY, MO	555.21
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	73.30
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	162.57
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	349.88
			MISSIONSQUARE 457	443.64
			MISSIONSQUARE ROTH IRA	280.85
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,133.74
			SOCIAL SECURITY	2,030.48
			MEDICARE	<u>474.86</u>
			TOTAL:	14,612.96
WATER	WATER/SEWER FUND	NETSTANDARD INC	NETSTANDARD DATASAFE	350.00
			FEB 22 CLARITY SERVICE	741.60
			NETSTANDARD OFFICE 365	333.60
		PEREGRINE CORPORATION	UTLITY STATEMENTS AND POST	649.77
			UTLITY STATEMENTS AND POST	112.67
			SEWER BILLING INSERTS	233.00
		RICOH USA INC	PW C85162113	7.86
			CD C85162115	50.18
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,527.37
		MISSOURI RURAL WATER ASSOC	2022 DUES MARTIN	30.00
		ADVANCE AUTO PARTS	20" PREMIUM SQUEEGEE	2.20
		CTEC HOLDING CO LLC	ENGINE HARNESS	460.63
		VANCO SERVICES LLC	JAN 2022 GATEWAY ES20605	75.56
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	13.90
			ENVELOPES/PAPER/INK/TONER	10.38
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	85.53
		KNAPHEIDE TRUCK EQ CENTER	8' WESTERN SNOW PLOW	1,190.00
		OREILLY AUTOMOTIVE INC	COOLANT HOSE	13.76
			OIL FILTER/CABIN FILTER	45.71
			FUEL HOSE	5.44
			FUEL HOSE	5.57
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	31.98
		PROGRESSIVE ELECTRONICS	SERVICE CALL 12/23/21	100.00
		ALLIED FENCE & SECURITY OF KANSAS CORP	REPLACE DRIVE CHAIN ON SLI	189.36
		ORKIN	FEBRUARY 2022 SERVICE	12.12
			618 JAMES ROLLO CT	26.80
		BLUE SPRINGS WINWATER CO	2000) BLUE FLAG	400.00
			HYDRANT GREASE	396.00
			16OZ PIPE DOPE W/ DAUBER	51.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	591.82
			BULK GASOHOL/DIESEL	269.16
		USABLUBOOK	FIRE HYDRANT PRESSURE GAUG	386.02
		HOME DEPOT CREDIT SERVICES	MAX 6 VOLT BATTERY	44.24
			FLASHLIGHT	9.74
			FLASHLIGHT	7.99
		GOODYEAR COMMERCIAL TIRE	RECON WHL 2STEP PRIM/PWDR	25.01
		DUDE SOLUTIONS INC	ASSET ESSENTIALS CONTRACT	3,369.44
		KC WHOLESALE	R&I ENGINE SENSOR HARNESS	1,004.75
		MIDWEST PUBLIC RISK	DENTAL	53.52
			DENTAL	161.90
			LANDERS	88.00-
			LANDERS	1,224.00-
			LANDERS	16.00-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OPEN ACCESS	254.24
			HSA	1,152.11
			HSA	802.85
			HSA	796.98
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	181.77
			HSA - GRAIN VALLEY, MO	458.91
		SC REALTY SERVICES	JANUARY 22 JANITORIAL SERV	212.45
		CORE & MAIN LP	HYDRA-EZE LUBE TUBE	202.68
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	127.23
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	14.54
			CELLULAR SERVICE 01/19-02/	7.89
			CELLULAR SERVICE 01/19-02/	256.71
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	60.68
			PW/WOLTZ UNIFORMS	60.68
			PW/WOLTZ UNIFORMS	60.68
		GRAINGER	CONTACTOR	18.70
		LAMP RYNEARSON INC	OLD 40 HWY WATERLINE RELOC	1,974.00
		MERCHANT SERVICES	MONTHLY FEES	462.94
			MONTHLY FEES	534.13
			MONTHLY FEES	1,712.84
			MONTHLY FEES	1,659.59
		EVERGY	825 STONEBROOK DR	138.62
			1301 TYER RD UNIT A	196.97
			618 JAMES ROLLO CT	92.50
			110 SNI-A-BAR BLVD	75.96
			1301 TYER RD UNIT B	612.65
			618 JAMES ROLLO CT	1,358.88
			618 JAMES ROLLO CT	26.35
			711 MAIN ST CITY HALL	137.07
			1012 STONEBROOK LN	141.92
		COMCAST	JAN 2022 FIBER	89.14
		COMCAST	CITY HALL AND PD VOICE EDG	115.08
			PW VOICE EDGE	47.18
		COMCAST	PUMP STATION INTERNET	46.62
		VIKING-CIVES MIDWEST INC	6G-8MP MALE PIPE RIGID	5.60
			CYLINDER	124.00
			CYLINDER	160.80
		TYLER TECHNOLOGIES INC	FEB 22 MONTHLY FEES	97.00
		SUMMIT TRUCK GROUP	WASHER FLAT/NUT/BOLT	125.02
		RUSH TRUCK CENTER	GASKET/CLAMP EXHAUST	31.44
			SENSOR EBP	57.88
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,015.26
			MEDICARE	237.46
			TOTAL:	28,341.10
SEWER	WATER/SEWER FUND	NETSTANDARD INC	NETSTANDARD DATASAFE	350.00
			FEB 22 CLARITY SERVICE	741.60
			NETSTANDARD OFFICE 365	333.60
		CITY OF BLUE SPRINGS	METER FLOW OCT-DEC 21	131,202.29
		PEREGRINE CORPORATION	UTLITY STATEMENTS AND POST	649.77
			UTLITY STATEMENTS AND POST	112.67
			SEWER BILLING INSERTS	233.00
		RICOH USA INC	PW C85162113	7.86
			CD C85162115	50.19
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,527.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ADVANCE AUTO PARTS	20" PREMIUM SQUEEGEE	2.20
		CTEC HOLDING CO LLC	ENGINE HARNESS	460.63
		VANCO SERVICES LLC	JAN 2022 GATEWAY ES20605	75.56
		OFFICE DEPOT	PENS/DVD-R/PAPER/FOLDERS	13.90
			ENVELOPES/PAPER/INK/TONER	10.38
		CUES	ANNUAL SERVICE CONTRACT	900.00
		STANDARD INSURANCE CO	FEB 22 STANDARD LIFE INSUR	85.53
		KNAPHEIDE TRUCK EQ CENTER	8' WESTERN SNOW PLOW	1,190.00
		OREILLY AUTOMOTIVE INC	COOLANT HOSE	13.76
			OIL FILTER/CABIN FILTER	45.71
			FUEL HOSE	5.44
			FUEL HOSE	5.57
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	31.98
		PROGRESSIVE ELECTRONICS	SERVICE CALL 12/23/21	100.00
		ALLIED FENCE & SECURITY OF KANSAS CORP	REPLACE DRIVE CHAIN ON SLI	189.66
		ORKIN	FEBRUARY 2022 SERVICE	12.12
			618 JAMES ROLLO CT	26.80
		BLUE SPRINGS WINWATER CO	HYMAX COUPLING	436.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	591.82
			BULK GASOHOL/DIESEL	269.16
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT	9.74
			FLASHLIGHT	7.99
		GOODYEAR COMMERCIAL TIRE	RECON WHL 2STEP PRIM/PWDR	25.01
		DUDE SOLUTIONS INC	ASSET ESSENTIALS CONTRACT	3,369.44
		KC WHOLESALE	R&I ENGINE SENSOR HARNESS	1,004.25
		MIDWEST PUBLIC RISK	DENTAL	53.54
			DENTAL	161.88
			OPEN ACCESS	254.24
			HSA	1,152.11
			HSA	802.84
			HSA	796.96
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	181.78
			HSA - GRAIN VALLEY, MO	458.89
		SC REALTY SERVICES	JANUARY 22 JANITORIAL SERV	212.45
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2022 DISABILITY	127.23
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	14.54
			CELLULAR SERVICE 01/19-02/	7.89
			CELLULAR SERVICE 01/19-02/	256.71
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	60.68
			PW/WOLTZ UNIFORMS	60.68
			PW/WOLTZ UNIFORMS	60.68
		GRAINGER	CONTACTOR	18.70
		MERCHANT SERVICES	MONTHLY FEES	462.95
			MONTHLY FEES	534.14
			MONTHLY FEES	1,712.85
			MONTHLY FEES	1,659.59
		EVERGY	925 STONE BROOK DR	23.14
			WOODLAND DR	374.30
			405 JAMES ROLLO DR	492.74
			1326 GOLFVIEW DR	121.38
			618 JAMES ROLLO CT	92.50
			WINDING CREEK SEWER	23.16
			618 JAMES ROLLO CT	26.34
			711 MAIN ST CITY HALL	137.07
			1201 SEYMOUR RD	23.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			110 NW SNI-A-BAR PKWY	23.14
			1017 ROCK CREEK LN	23.14
		COMCAST	JAN 2022 FIBER	89.14
		COMCAST	CITY HALL AND PD VOICE EDG	115.08
			PW VOICE EDGE	47.18
		COMCAST	PUMP STATION INTERNET	46.62
		VIKING-CIVES MIDWEST INC	6G-8MP MALE PIPE RIGID	5.60
			CYLINDER	124.00
			CYLINDER	160.80
		TYLER TECHNOLOGIES INC	FEB 22 MONTHLY FEES	97.00
		SUMMIT TRUCK GROUP	WASHER FLAT/NUT/BOLT	125.02
		RUSH TRUCK CENTER	GASKET/CLAMP EXHAUST	31.44
			SENSOR EBP	57.88
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,015.19
			MEDICARE	<u>237.40</u>
			TOTAL:	157,302.28

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

100	GENERAL FUND	85,978.70
200	PARK FUND	17,620.86
210	TRANSPORTATION	36,531.73
230	PUBLIC HEALTH	17,129.48
302	MKTPL TIF-PR#2 SPEC ALLOC	69,551.38
310	MKT PLACE NID- PR#2	176,581.87
321	MKT PL CID-PR2 SALES/USE	34,075.65
400	DEBT SERVICE FUND	1,712,282.00
600	WATER/SEWER FUND	200,256.34

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GRAND TOTAL: 2,350,008.01  
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 1/15/2022 THRU 2/04/2022  
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  
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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  
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PACKET OPTIONS

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

# *Resolutions*

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

<b>MEETING DATE</b>	2/14/2022	
<b>BILL NUMBER</b>	R22-15	
<b>AGENDA TITLE</b>	<b>A RESOLUTION AUTHORIZING THE ALLOCATION OF THE CITY OF GRAIN VALLEY 2022 EMERGENCY MANAGEMENT CONTRIBUTION TO THE CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$14,333.00
	Budget Line Item:	230-33-74300
	Balance Available:	\$31,500
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To ensure Grain Valley is prepared for any emergency situations that may occur	
<b>BACKGROUND</b>	The Central Jackson County Emergency Management Agency (CJCEMA) is a cooperative effort between the cities of Grain Valley, Blue Springs and Lake Tapawingo in conjunction with the Central Jackson County Fire Protection District	
<b>SPECIAL NOTES</b>	This was a budgeted item in the approved 2022 FY budget	

<b>ANALYSIS</b>	Participating in the CJCEMA is essential to ensure that in the case of an emergency situation, the city will be in the best position possible to deal with anything that may happen. Being a part of this group allows Grain Valley to plan for and react to an emergency or disaster situation in more of a regional manner if necessary.
<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 and CJCEMA Invoice

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 14, 2022*

RESOLUTION NUMBER

**R22-15**

**A RESOLUTION AUTHORIZING THE ALLOCATION OF THE CITY OF  
GRAIN VALLEY 2022 EMERGENCY MANAGEMENT CONTRIBUTION TO THE  
CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT**

**WHEREAS**, the Cities of Grain Valley, Blue Springs and Lake Tapawingo in conjunction with the Central Jackson County Fire Protection District formed the Central Jackson County Emergency Management Agency (CJCEMA); and

**WHEREAS**, the CJCEMA works collectively to plan and prepare for any imaginable emergency situation; and

**WHEREAS**, the Board of Aldermen support the CJCEMA to provide the highest level of protection for the citizens of Grain Valley; and

**WHEREAS**, the Board of Aldermen acknowledge the benefits of the City's involvement in the CJCEMA; and

**WHEREAS**, the City of Grain Valley, Missouri intends to continue its participation in the CJCEMA.

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

**SECTION 1:** The City Administrator is authorized to allocate the necessary funds for Grain Valley's contribution to the Central Jackson County Emergency Management Agency for 2022.

*PASSED and APPROVED, via voice vote, (\_\_\_ - \_\_\_) this 14th Day of February, 2022.*

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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# INVOICE



## CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT

805 NE Jefferson Street, Blue Springs, MO 64014

Phone: (816) 229-2522 Fax (816) 229-5110

**DATE:** January 25, 2022  
**INVOICE #:** 2022-06

**City of Grain Valley**  
**Attn: Ken Murphy, City Administrator**  
**711 Main Street**  
**Grain Valley, MO 64029**

DESCRIPTION	AMOUNT
FY 2022 Emergency Management Agency Contribution	\$ 14,333.00
<b>TOTAL</b>	<b>\$ 14,333.00</b>

Make all checks payable to Central Jackson County F.P.D.  
If you have any questions concerning this invoice, contact our Accounting Dept. 816-229-2522

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

<b>MEETING DATE</b>	02/14/2022	
<b>BILL NUMBER</b>	R22-16	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A VENTRAC 4520Y MOWER WITH THREE ATTACHMENTS</b>	
<b>REQUESTING DEPARTMENT</b>	Parks and Recreation	
<b>PRESENTER</b>	Shannon Davies, Director of Parks and Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$46,880.84
	Budget Line Item:	200-22-78500
	Balance Available	\$46,437.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To provide safe mowing equipment for steep grades and to increase time and cost efficiency with more suitable equipment.	
<b>BACKGROUND</b>	This is a Budgeted Capital Equipment item approved in the 2022 Fiscal Year Budget. This equipment will allow the mowers to get into areas previously only reachable with string-trim equipment.	
<b>SPECIAL NOTES</b>	This purchase is through the Sourcewell Cooperative Purchasing Contract; #031121-TTC.	
<b>ANALYSIS</b>	None	
<b>PUBLIC INFORMATION PROCESS</b>	The Board of Aldermen held work sessions on 10/21/2021, and 10/26/2021 to discuss the 2022 Fiscal Year Budget; and the budget was approved on 12/13/2021 via Ordinance #2569.	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	Parks Board Recommends Approval
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Quote, Memo



**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 14, 2022*

RESOLUTION NUMBER  
**R22-16**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A VENTRAC 4520Y MOWER WITH THREE ATTACHMENTS**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to employee safety and proper grounds maintenance throughout the City; and

**WHEREAS**, the replacement of this piece of equipment is a scheduled replacement per the Vehicle and Equipment Replacement Program (VERP); and

**WHEREAS**, the Board of Alderman has set funds aside for this purchase in the 2022 Fiscal Year Budget via Ordinance #2569; and

**WHEREAS**, the purchase of this piece of equipment through the Sourcewell Cooperative Purchasing Contract falls within the specified guidelines of the City's Purchasing Policy.

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

**SECTION 1:** The City Administrator is hereby authorized to purchase a Ventrac 4520Y mower with three attachments as quoted via the Sourcewell Contract with Professional Turf Products as the delivering dealer.

*PASSED and APPROVED, via voice vote, (-) this \_\_ Day of \_\_\_\_\_, 2022.*

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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# Memorandum

**To:** Shannon Davies, Director of Parks and Recreation; Ken Murphy, City Administrator  
**CC:** Mark Trosen, Director of Community Development  
**From:** Andrew Woltz, Mechanic  
**Date:** 02/02/2022  
**Re:** P&R Mower Replacement

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The 2007 John Deere 1445 mower has reached the target replacement of 1,500 hours in the Parks Department mower fleet. The proposed replacement mower is a Ventrac 4520Y mower. This mower has a wide stance with dual wheel kit, making it very stable on the hillsides that the Parks Maintenance crew takes care of.

The three attachments that are being purchased with the mower are a 95-inch, wide area mower deck, a tough cut mower deck for roadway mowing, and a 58-inch broom. The mower attachments will allow for quicker grounds care of grass and roadway mowing. The broom attachment will allow quick clearing of debris for parking lots and trails. The original quote had a boom mower attachment that was replaced with the above two attachments to lower the cost of the new mower. The boom mower and other attachments can be purchased later if needed.

Park Maintenance demoed a Ventrac 4500Y over the summer of 2021. Since then, that model has been discontinued and a 4520Y has replaced it. That is the difference in price (+\$443.84) from the initial demo to the current quote. The John Deere 1445 is being traded in on the new mower to lower the initial purchase price.

Respectfully Submitted,

Andrew Woltz, Mechanic

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Professional Turf Products, L.P.  
 10935 Eicher Dr.  
 Lenexa, Kansas 66219  
 Brad Gray  
 913 915-6783  
 grayb@proturf.com



Ship To		Date:	1/28/2022
Bill To	City of Grain Valley	Tax Rate	
Contact	Jerry Jones	Destination	
Address	711 Main Street Grain Valley MO 64029	Trade-In	\$2,000.00
		Finance	
Phone	(816) 225-2111	Account Type	STD
Email	jjones@cityofgrainvalley.org		Ventrac
Comments:	Sourcewell Cooperative Contract #031121-TTC; City of Grain Valley ID #21179. Applicable Property and Sales Tax Not Included. Quote inclusive of equipment setup and delivery to Grain Valley address identified. Trade-In allowance provided for 2007 JD 1445 with 1,541 hours.		

**Proposal**

Qty	Model #	Description	Extended	MSRP
1	39.51217	Kubota 25 hp Diesel Liquid Cooled - Model 4520Y	\$ 25,313.20	\$ 28,765.00
1	70.4167-99	Heated Seat, Full Suspension	\$ 660.00	\$ 750.00
1	70.4100-99	3 Point Hitch - Includes rear hydraulic ports	\$ 2,054.80	\$ 2,335.00
1	70.4067	Dual Wheel Kit - All Terrain	\$ 1,298.00	\$ 1,475.00
1	47.0452	Arm Rest Suspension Seat, Kit	\$ 145.20	\$ 165.00
1	70.4140	Slope Digital Indicator, Kit	\$ 356.40	\$ 405.00
1	70.4161	12V Switch & Plug Front, Kit	\$ 316.80	\$ 360.00
1	70.4164	Hydraulic Front Dual Valve Kit	\$ 506.00	\$ 575.00
1	70.4105	12V Power Outlet Rear, Kit	\$ 149.60	\$ 170.00
1	39.55400	Broom 58" - Model HB580	\$ 4,347.20	\$ 4,940.00
1	70.8025	Kit, 12 Volt Actuator - Reverses Broom Rotation *Requires 70.4161	\$ 264.00	\$ 300.00
1	39.55155	Mower, Wide Area 95" - Model MK960	\$ 6,556.00	\$ 7,450.00
1	70.8203	Hyd Flip Up MK Kit	\$ 448.80	\$ 510.00
1	39.55118	Tough Cut Mower - Model HQ682	\$ 4,136.00	\$ 4,700.00
1	70.8226	Hyd Flip Up MK Kit	\$ 448.80	\$ 510.00
		<b>Ventrac</b>	<b>\$ 47,000.80</b>	<b>\$ 53,410.00</b>

<b>SubTotal</b>	<b>\$ 47,000.80</b>
<b>Equipment Setup</b>	<b>\$ 940.02</b>
<b>Freight</b>	<b>\$ 940.02</b>
<b>Tax (Estimated)</b>	<b>\$ -</b>
<b>Less Trade In</b>	<b>\$ (2,000.00)</b>
<b>TOTAL</b>	<b>\$ 46,880.84</b>

**Comments:**

For all New Equipment, Demo units may be available for up to 20% savings.  
 For all New Equipment, Refurbished units may be available for up to 40% savings.  
 Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

**Terms & Conditions:**

- Prices & Finance Rates are subject to change at any time.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time will be estimated once credit is approved & documents are executed. Delivery time contingent on Manufacturer availability.
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
  - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
  - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
  - PTP will work with third party financial institutions to secure leases when requested to do so.
  - When using third party financiers, documentation fees & advance payments may be required.
  - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.  
 This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

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

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

<b>MEETING DATE</b>	2/14/2022	
<b>BILL NUMBER</b>	R22-17	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXPEND FUNDS TO PURCHASE COMPUTER EQUIPMENT</b>	
<b>REQUESTING DEPARTMENT</b>	Community Development Department	
<b>PRESENTER</b>	Mark Trosen, Director of Community Development	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$23,887.00
	Budget Line Item:	See below
	Balance Available	100-08-73010 - \$1,200 100-08-78520 - \$22,687
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To replace existing computer desktops, laptops, monitors and equipment per the Computer Equipment Replacement Program (CERP)	
<b>BACKGROUND</b>	The city has adopted a program to update computer equipment per a Computer Equipment Replacement Program (CERP) that is based on age, out of warranty and technology challenged.	
<b>SPECIAL NOTES</b>	The computer equipment purchase was included in the 2022 budget.	
<b>ANALYSIS</b>	The vendor is CDW Government which participates in Sourcwell. Sourcwell is a cooperative purchasing program that holds hundreds of competitive solicited bids. This purchase complies with the City's Purchasing Policy.	

<b>PUBLIC INFORMATION PROCESS</b>	None
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None Required
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution and CDW Quote Confirmation



CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*February 14, 2022*

R22-17

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXPEND FUNDS TO PURCHASE COMPUTER EQUIPMENT**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri passed Ordinance 2569 on December 13, 2021 approving the 2022 Fiscal Year Budget and Comprehensive Fee Schedule; and

**WHEREAS**, the Board of Alderman in the 2022 Fiscal Year Budget approved funding for the purchase of computer equipment; and

**WHEREAS**, the City's Purchasing Policy allows the City to participate in Cooperative Purchasing Programs such as Soucewell; and

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

**SECTION 1:** The City Administrator is authorized to purchase computer equipment from CDW Government, a vendor of Sourcewell, that is a cooperative purchasing program.

*PASSED and APPROVED, via voice vote, (\_\_\_\_-\_\_\_\_) this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.*

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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# QUOTE CONFIRMATION



**DEAR MARK TROSEN,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MPMP740	2/2/2022	UPDATED DELL PRODUCTS	9990668	<b>\$23,887.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">DELL CTO 5090 I7-10700T 512/16 W10P</a> Mfg. Part#: 3000107873914 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	3	6808777	\$1,200.00	\$3,600.00
<a href="#">DELL CTO 19 MONITOR - E1920H</a> Mfg. Part#: 3000107875146 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	4	6808779	\$160.00	\$640.00
<a href="#">Samsung 24" 1920x1080 Display with Webcam</a> Mfg. Part#: S24A400VEN Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	2	6514536	\$246.00	\$492.00
<a href="#">Logitech MK850 Performance - keyboard and mouse set</a> Mfg. Part#: 920-008219 UNSPSC: 43211706 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	10	4540578	\$73.00	\$730.00
<a href="#">DELL CTO 5520 I5-1145G7 512/16 W10P</a> Mfg. Part#: 3000107872694 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	5	6808771	\$1,600.00	\$8,000.00
<a href="#">DELL CTO 5520 I5-1145G7 512/32 W10P</a> Mfg. Part#: 3000107873096 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	4	6808774	\$1,875.00	\$7,500.00
<a href="#">DELL CTO THUNDERBOLT DOCK-</a> Mfg. Part#: 3000108802267 Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	9	6823795	\$325.00	\$2,925.00

PURCHASER BILLING INFO	SUBTOTAL	\$23,887.00
<b>Billing Address:</b> CITY OF GRAIN VALLEY MARK TROSEN 711 S MAIN ST GRAIN VALLEY, MO 64029-9777 <b>Phone:</b> (816) 847-6200 <b>Payment Terms:</b> NET 30-VERBAL	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$23,887.00</b>
	<b>DELIVER TO</b>	Please remit payments to:

**Shipping Address:**  
CITY OF GRAIN VALLEY  
MARK TROSEN  
711 S MAIN ST  
GRAIN VALLEY, MO 64029-9777  
**Phone:** (816) 847-6200  
**Shipping Method:** UPS Ground (2- 3 Day)

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alec Pallerino

(877) 459-7057

alecpal@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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

<b>MEETING DATE</b>	02/14/2022	
<b>BILL NUMBER</b>	R22-18	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO. FOR THE 2022 PAVEMENT MAINTENANCE PROGRAM</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$787,167.00
	Budget Line Item:	210-55-79400 280-88-79915
	Balance Available	210-55-79880 - \$520,000.00 280-88-79915 - \$267,167.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To provide an edge mill and asphalt overlay to streets identified in the CIP Plan, 2020 Pavement Management Analysis Report and 2022 Budget.	
<b>BACKGROUND</b>	Staff sent solicitations to 5 asphalt paving companies as well as a legal advertisement and posting the bid on the City's web site. Bids were received on February 3, 2022 for the 2022 Pavement Maintenance Program consisting of edge milling and asphalt overlay. Two bids were received with Superior Bowen Asphalt Co. submitting the lowest and best bid.	
<b>SPECIAL NOTES</b>	N/A	

<b>ANALYSIS</b>	Project bids received on February 3, 2022 with the lowest responsible bid submitted by Superior Bowen Asphalt Co. in the amount of \$787,167.00. The bid amount is within budget and the bid is right at the Engineer's estimate.
<b>PUBLIC INFORMATION PROCESS</b>	Project was publicly advertised on January 13, 2022 and Bids were publicly opened on February 3, 2022
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	The Community Development Staff Recommends Approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, Superior Bowen Asphalt Co. bid submittal, Bid Tabulation Sheet, Map of Streets in 2022 Overlay Program, PCI at Time of IMS Study, PCI after 2020 Overlay Program, PCI after 2021 Overlay Program and PCI after 2022 PCI Program

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 14, 2022*  
RESOLUTION NUMBER  
*R22-18*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT CO. FOR THE 2022 PAVEMENT MAINTENANCE PROGRAM**

**WHEREAS**, the Board of Aldermen are committed to providing its community with safe and reliable infrastructure and improving substandard infrastructure in the most cost-effective manner possible; and

**WHEREAS**, the Board of Aldermen has adopted the 2022-2026 Capital Improvements Program, which identifies surface transportation improvements to be completed; and

**WHEREAS**, the Board of Aldermen authorized in the 2020 budget, funding for the City Administrator to execute an agreement with Infrastructure Management Services (IMS) LLC to provide a Pavement Management Analysis Report for all city streets; and

**WHEREAS**, the Board of Aldermen adopted Ordinance 2569 establishing the budget for Fiscal Year 2022 on December 13, 2021, appropriating funds for road improvements, and repairs; and

**WHEREAS**, Superior Bowen Asphalt Co. submitted the lowest responsible, responsive bid for the project.

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

**SECTION 1:** The City Administrator is hereby authorized to enter into an agreement with Superior Bowen Asphalt Co. for the construction of the 2022 Pavement Maintenance Program:

*PASSED and APPROVED, via voice vote, (\_\_\_-\_\_\_) this 14<sup>th</sup> Day of February, 2022*

---

Chuck Johnston  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

[R22-18]

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*Grain Valley*  
*Come Home To Opportunity*

**CONTRACT DOCUMENTS AND  
SPECIFICATIONS**

**2022 PAVEMENT MAINTENANCE PROGRAM  
ASPHALTIC CONCRETE OVERLAY**

**Bid 22- 01**

**City of Grain Valley  
Community Development Department  
711 S. Main Street  
Grain Valley, MO 64029**

**Bidder's Name and Address:  
Phone & Fax No.**

Superior Bowen Asphalt Company, LLC

520 W. Pennway St, Suite 300

Kansas City, MO 64108

January 2022

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Superior Bowen Asphalt Company, LLC  
520 West Pennway St, Suite 300  
Kansas City, MO 64108

**SURETY (Name and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER (Name and Address):**

City of Grain Valley, Missouri  
711 Main Street  
Grain Valley, MO 64029

**PROJECT**

**Date:** February 3rd, 2022

**Amount:** Five Percent of the Amount Bid (5%)

**Description (Name and Location):** 711 S. Main St  
Grain Valley, Missouri  
2021 Pavement Maintenance Program  
Asphaltic Concrete Overlay

**BOND**

**Date:** February 3rd, 2022

**Amount:** Five Percent of the Amount Bid (5%)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**BIDDER AS PRINCIPAL**

**Company:** Superior Bowen Asphalt Company, LLC (Corp. Seal)

**Signature:** *Matthew J. Bowen*  
**Name and Title:** MATHEW J. BOWEN

**SURETY**

Travelers Casualty and Surety Company of America (Corp. Seal)  
**Company:**

**Signature:** *Stephen Bowen*  
**Name and Title:** Stephen Bowen, Attorney-In-Fact  
(Attach certified Power of Attorney)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Stephen Bowen** of **Kansas City, Kansas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **February**, 2022



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**BID GUARANTY**

Attached hereto is a          Bid Bond ~~Certified~~ ~~Check~~ from          Superior Bowen Asphalt Company, LLC          (the " Bidder") in the amount of          5% of Bid Amount          Dollars (\$          ), which represents no less than five percent (5%) of the total Bid and payable to the City of Grain Valley, Missouri.

The Undersigned Bidder agrees that the accompanying Bid Security shall be forfeited to and become the property of the Owner should Bidder fail or refuse within the time required by the Bidding Documents to fully execute the Agreement as required by the Bidding Documents and timely delivery of a fully executed Performance Bond and Payment Bond required by the Bidding Documents and Contract Documents.

Dated this 2nd day of February, 2022

         Mathew Bowen, CEO  
Name of Bidder (typed)

By:            
(Authorized Signature)

Printed Name:          Greg Shook

Title:          Secretary

Address:          520 W. Pennway St, Suite 300  
         Kansas City, MO 64108

ATTEST:

           
Secretary (If Corporation)



*Affix Corporate Seal*

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

---

**Project 1-Asphaltic Concrete Overlay**

Item No.	Description	Units	Quantity	Unit Price	Extension
1	2-Inch Cold Milling	SY	49,280	1.80	\$88,704.00
2	4-Inch Cold Milling	SY	5,810	2.30	\$13,363.00
3	2-Inch Asphaltic Concrete Overlay	Tons	8,890	70.00	\$622,300.00
4	4-Inch Asphaltic Concrete Overlay	Tons	640	70.00	\$44,800.00
5	Traffic Control	LS	1		\$8,000.00
6	Force Account (Set)	1	FA	\$10,000.00	\$10,000.00
<b>Total Amount of Base Bid</b>					<b>\$787,167.00</b>

Seven Hundred Eighty-Seven Thousand One Hundred Sixty-Seven Dollars and no cents

---

**Total Amount of Bid for Project (Typed or Written)**

Superior Bowen Asphalt Company, LLC

---

**Firm Name**

**The City reserves the right to adjust quantities for budget purposes**

**ARTICLE 1- BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Grain Valley, Missouri**  
**C/O Richard Tuttle, City Engineer**  
**711 Main**  
**Grain Valley, Missouri 64029**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<b>Addendum No.</b>	<b>Addendum, Date</b>
None	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

**ARTICLE 8 - BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Superior Bowen Asphalt Company, LLC

By:

*[Signature]*



*[Printed name]*

Mathew Bowen, Vice President

*{If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.}*

Attest:

*[Signature]*



*[Printed name]*

David Wilson

Title:

Estimator

Submittal Date:

02.03.2022

Address for giving notices:

520 W. Pennway St, Suite 300

Kansas City, MO 64108

Telephone Number:

816.921.8200

Fax Number:

816.912.3224

Contact Name and e-mail address:

David Wilson, dwilson@superiorbowen.com

Bidder's License No.:

(where applicable)



City of Grain Valley, Missouri  
711 Main ◊ Grain Valley, MO 64029  
Phone: (816) 847-6222 ◊ Fax: (816) 847-6209

**2022 PAVEMENT MAINTENANCE PROGRAM  
ASPHALTIC CONCRETE OVERLAY**

**BIDDER'S AFFIDAVIT**

STATE OF Missouri )  
 )ss:  
COUNTY OF Clay )

I **Mathew Bowen** (Name), representing **Superior Bowen Asphalt Company, LLC** (Name of Bidder), (hereinafter "the Bidder") upon oath depose and state that neither the Bidder nor anyone in Bidder's employment has employed any person to solicit or procure this Contract nor will any agent, representative, employee, servant, officer, director, manager or member of Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that no part of the Contract Price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for the Bidder.

I further depose and state that the Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any person to fix the bid price of Bidder or of any other Bidder, and that all statements in said Bid are true.

I further depose and state that Bidder has and will continue to comply with any Affirmative Action Plan and Disadvantaged Business Enterprise Plan of the City of Grain Valley, Missouri, as well as all Ordinances and directives of the City referring to the participation of Small, Disadvantaged, Women owned and Minority Businesses applicable to this Bid and the Contract to be awarded through this Bidding Process.

I further depose and state that the undersigned, the Bidder, and all, officers, directors, employees and agents of Bidder and all Subcontractors and Suppliers Bidder intends to use if awarded the Contract, are not currently debarred or suspended from bidding on contracts with any governmental entity or agency, nor are any such persons or companies proposed to be debarred or suspended from bidding on such contracts, nor have any such persons or companies been excluded from participating in the Contract to be awarded through this bid process by any federal, state or local governmental entity or agency.

I further depose and state that neither the Bidder, nor any person who is an agent, representative, employee, servant, officer, director, manager or member of the Bidder has offered, gave, or agreed to give any employee or former employee of the City, any gratuity, payment or gift in connection with any decision, approval, disapproval, or recommendation, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

I further depose and state that Bidder has not received any payment or gratuity from a Subcontractor or Supplier, as an inducement for the award of a subcontract or a purchase order.

The undersigned further warrants that he or she has the authority to execute this affidavit on behalf of the Bidder.



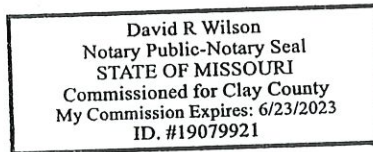
Signature Mathew Bowen, Vice President

, before me, a Notary Public, personally appeared

to me known to be the person who executed the within Bidder's Affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.



Notary Public David R Wilson



My commission expires:

06.23.2023



Company ID Number: 181510

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: Superior Bowen Asphalt Company LLC

Company Facility Address: 11030 Hickman Mills Drive

Kansas City, MO 64134

Company Alternate

Address: P.O. Box 9669

Kansas City, MO 64134

County or Parish: JACKSON

Employer Identification

Number: 431861896

North American Industry

Classification Systems

Code: 237

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 181510

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Superior Bowen Asphalt Company LLC**

**Greg D Shook**

Name (Please type or print)

Title

*Electronically Signed*

Signature

01/16/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

Signature

01/16/2009

Date



Company ID Number: 181510

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Superior Bowen Asphalt Company LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 181510

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	<b>Greg D Shook</b>	Fax Number:	<b>(816) 765 - 0945</b>
Telephone Number:	<b>(816) 765 - 1313</b>		
E-mail Address:	<b>gdshook@superiorbowen.com</b>		
Name:	<b>Cari B Alford</b>	Fax Number:	<b>(816) 765 - 0945</b>
Telephone Number:	<b>(816) 765 - 1313</b>		
E-mail Address:	<b>cbalford@superiorbowen.com</b>		

### List of Subcontractors

Subcontractor	Type of Work
None	

### List of Suppliers

Supplier	Material
Martin Marietta	Limestone Aggregate
Holliday Sand	Natural Sand
Phillips 66	Asphaltic Cement
Vance Brothers	Tack Coat





### LIST OF CONTRACTS ON HAND

LOCATION	TYPE OF WORK/CONTRACTING AGENCY	CONTRACT PRICE	DATE	% COMPLETE
See attached sheet for experience and references				

Attach additional sheets if required.

Project 60XX0011 / 9716

Asphalt & Concrete Restoration

Superior Bowen Asphalt Co., LLC  
520 West Pennway, Suite 300  
Kansas City, MO 64108  
816-921-8200

Experience and Reference Summary \_ Current Projects

NO.	Location Owner Contact & Phone Number	Start Date Description of work Major Quantity of work	Contract \$ % Compl
1	Kansas City, Missouri <b>City of Kansas City 21-2 Overlay</b> Garrett Ross 816 513-4701	Summer 2021 Asphalt Overlay 100,000 tons	\$ 9,879,800 45%
2	Platte County <b>Platte County 2021 Road Resurfacing</b> Bob Heim 816 858-2223	Summer 2021 Asphalt Overlay 33,100 Tons	\$ 1,524,700 100%
3	Blue Springs Missouri <b>City of Blue Springs 2021 Overlay</b> Pat Capranica 816 228-0235	Spring 2021 Asphalt Overlay 20,000 tons	\$ 2,697,681 90%
4	Clay County, Missouri <b>Clay County Overlay 2021</b> Terri Griffen 816-407-3300	Summer 2021 Asphalt Overlay 19,300 tons	\$ 1,201,500 100%
5	Belton Missouri <b>2021 Street Repair</b> Nikia Freiburger 816 331-4331	Summer 2021 Street Reconstruction 38,000 tons	\$ 5,566,000 90%
6	Platte City, Missouri <b>Platte City Special Overlay 2021</b> Frank Offutt 816-858-2342	Summer 2021 Asphalt Overlay 5,500 tons	\$ 452,500 100%
7	Overland Park, Ks <b>2021 UBAS</b> Wayne Gudenkauf	Summer 2021 Asphalt Overlay 15,000 tons	\$ 5,305,000 95%
8	Kansas City, Missouri <b>NW 68th St Design-Build</b> Patty Hilderbrand 816 513-2576	Summer 2021 Street Reconstruction 11,000 tons	\$ 3,057,425 95%
9			
10			
11			
12			

**AFFIDAVIT of COMPLIANCE**

**(Section 285.530.2, Revised Statutes of Missouri)**

State of Missouri

County of Clay ) ss:  
( )

Now this 1st day of Feb, 2022 the undersigned being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of Superior Bowen Asphalt Co. ("Contractor").
3. I am authorized to make this affidavit on behalf of Contractor.
4. I state and affirm that Contractor is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Contractor does not knowingly employ any person who is an unauthorized alien.
6. Further, Contractor has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal 1-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of Contractor's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.



\_\_\_\_\_  
Authorized Agent, Partner, Owner or Officer

Mathew Bowen

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

Vice President

\_\_\_\_\_  
Title

If Contractor has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Kandy Terpstra  
Human Relations Director

Kandy Terpstra  
Printed Name

Insurance Manager and EEO Officer  
Title

Subscribed and sworn to before me this 1<sup>st</sup> day of FEB, 2022

David R. Wilson  
Notary Public

My commission expires:  
6/23/23

David R Wilson  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Clay County  
My Commission Expires: 6/23/2023  
ID. #19079921

This form is promulgated pursuant to 15CSR 60-15.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540 RSMo., Supp. 2008.

**Domestic Products Procurement Law - 8-SMo 34.350 - 34.359 Certification**

Each contract for the purchase or lease of manufactured goods or commodities by any public agency, and each contract made by a public agency for construction, alteration, repair, or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto shall be manufactured or produced in the United States. (34.353.1 RSMo)

Project Name: 2022 Pavement Maintenance Program - Asphaltic Concrete Overlay

Project Number: Bid 22-01

Contract Name: 2022 Pavement Maintenance Program - Asphaltic Concrete Overlay

Please check one of the following and sign where indicated.

All of the iron, steel, and manufactured goods used in the project are produced in the United States.

A waiver is being requested from the domestic products provision due to the following exception:

The specified products are not manufactured or produced in the United States in sufficient quantities or manufactured or produced in the United States within the necessary time frames in sufficient quantities.

The cost for the specified products would increase the cost by more than 10 percent; or

Only one line of a product is manufactured or produced in the United States.

Documentation of at least one of the cases above must be provided. List below the materials that cannot comply with the Domestic Product Procurement Law provisions.

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Additional sheets (attach if necessary)

Name of Contracting Firm Superior Bowen Asphalt Company, LLC

 2-1-22  
Signature Date

Mathew Bowen, Vice President  
Name and Title of Signer (Please type)

***This certification must be signed and the waiver approved prior to materials purchased.***

Missouri DNR CWSRF/DWSRF) (11/10)

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

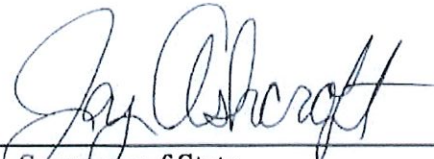
I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

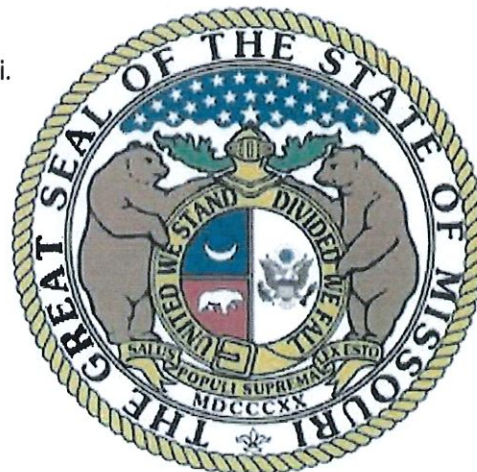
**SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.**

**LC0031034**

A Missouri entity was created under the laws of this State on 9/2/1999, and is Active, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, the 7th day of April, 2021.

  
Secretary of State



Certification Number: CERT-IN73950

**2022 Pavement Maintenance Program-Asphaltic Concrete Overlay**

Item No.	Item Description	Unit	Estimated Quantity	Engineer's Estimate		Superior Bowen Asphalt Co.		Tandem Paving Co. Inc.		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	2-inch Cold Milling	SY	49,280	\$3.00	\$147,840.00	\$1.80	\$88,704.00	\$2.10	\$103,488.00	
2	4-inch Cold Milling	SY	5,810	\$3.55	\$20,625.50	\$2.30	\$13,363.00	\$4.20	\$24,402.00	
3	2-inch Asphaltic Concrete Overlay	Tons	8,890	\$62.00	\$551,180.00	\$70.00	\$622,300.00	\$69.02	\$613,587.80	
4	4-inch Asphaltic Concrete Overlay	Tons	640	\$64.00	\$40,960.00	\$70.00	\$44,800.00	\$69.02	\$44,172.80	
5	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$28,250.00	\$28,250.00	
6	Force Account	FA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Total of All Unit Price Bid Items						\$780,605.50		\$787,167.00		\$823,900.60









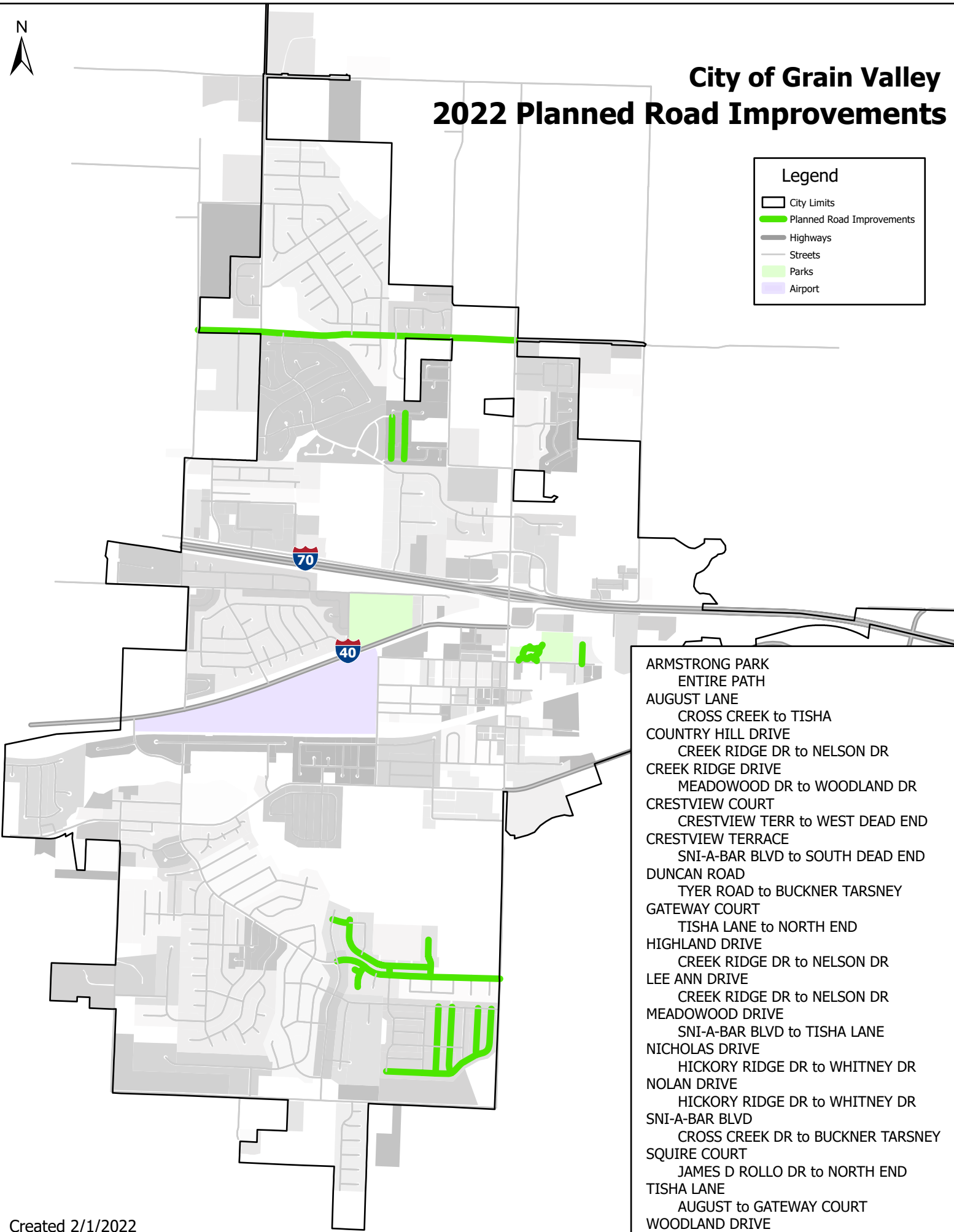




# City of Grain Valley 2022 Planned Road Improvements

**Legend**

-  City Limits
-  Planned Road Improvements
-  Highways
-  Streets
-  Parks
-  Airport

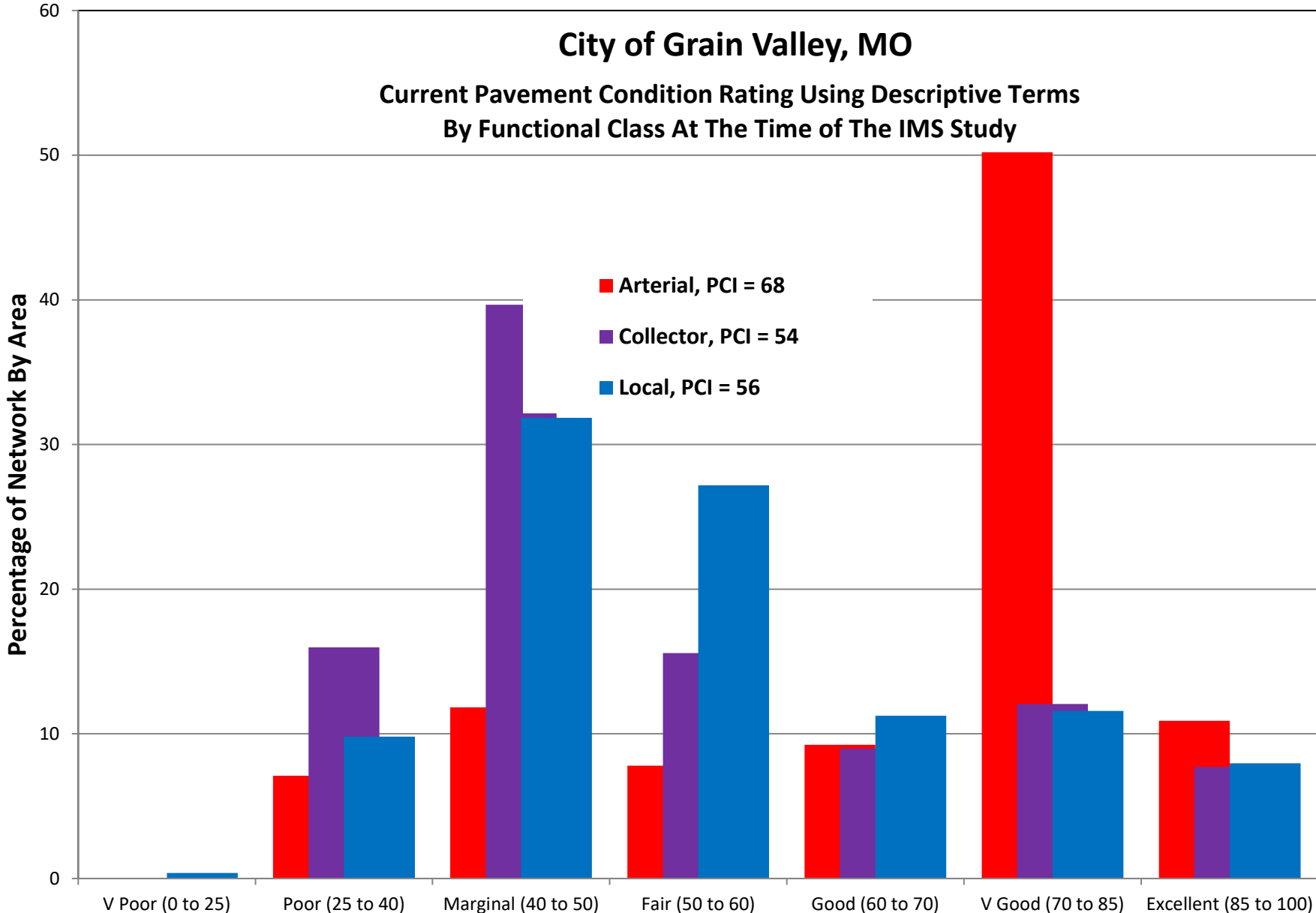


- ARMSTRONG PARK  
ENTIRE PATH
- AUGUST LANE  
CROSS CREEK to TISHA
- COUNTRY HILL DRIVE  
CREEK RIDGE DR to NELSON DR
- CREEK RIDGE DRIVE  
MEADOWOOD DR to WOODLAND DR
- CRESTVIEW COURT  
CRESTVIEW TERR to WEST DEAD END
- CRESTVIEW TERRACE  
SNI-A-BAR BLVD to SOUTH DEAD END
- DUNCAN ROAD  
TYER ROAD to BUCKNER TARSNEY
- GATEWAY COURT  
TISHA LANE to NORTH END
- HIGHLAND DRIVE  
CREEK RIDGE DR to NELSON DR
- LEE ANN DRIVE  
CREEK RIDGE DR to NELSON DR
- MEADOWOOD DRIVE  
SNI-A-BAR BLVD to TISHA LANE
- NICHOLAS DRIVE  
HICKORY RIDGE DR to WHITNEY DR
- NOLAN DRIVE  
HICKORY RIDGE DR to WHITNEY DR
- SNI-A-BAR BLVD  
CROSS CREEK DR to BUCKNER TARSNEY
- SQUIRE COURT  
JAMES D ROLLO DR to NORTH END
- TISHA LANE  
AUGUST to GATEWAY COURT
- WOODLAND DRIVE  
CREEK RIDGE DR to NELSON DR

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# City of Grain Valley, MO

## Current Pavement Condition Rating Using Descriptive Terms By Functional Class At The Time of The IMS Study



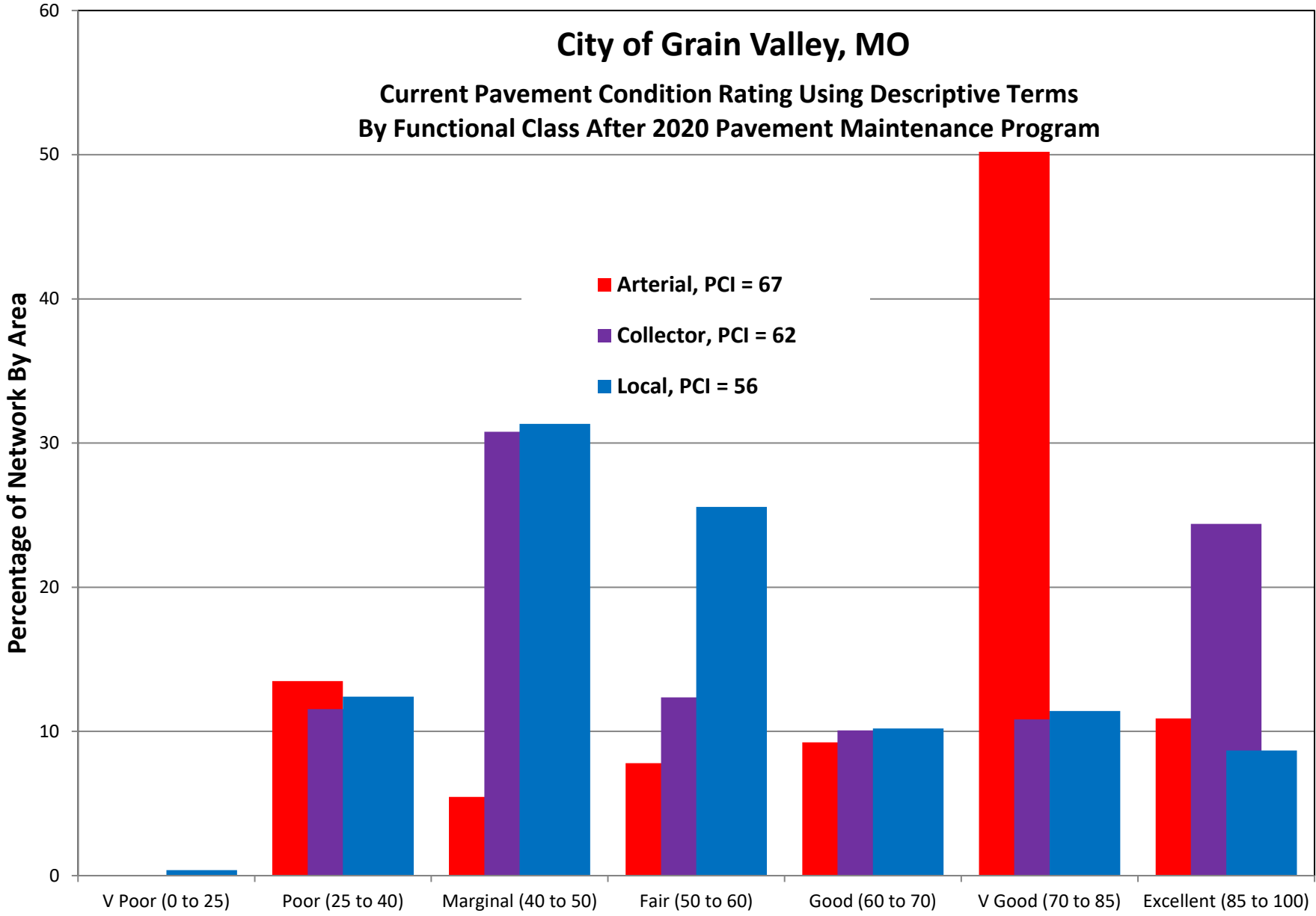
Pavement Condition Using Descriptive Terms

Current PCI Date = 8/6/20

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# City of Grain Valley, MO

## Current Pavement Condition Rating Using Descriptive Terms By Functional Class After 2020 Pavement Maintenance Program

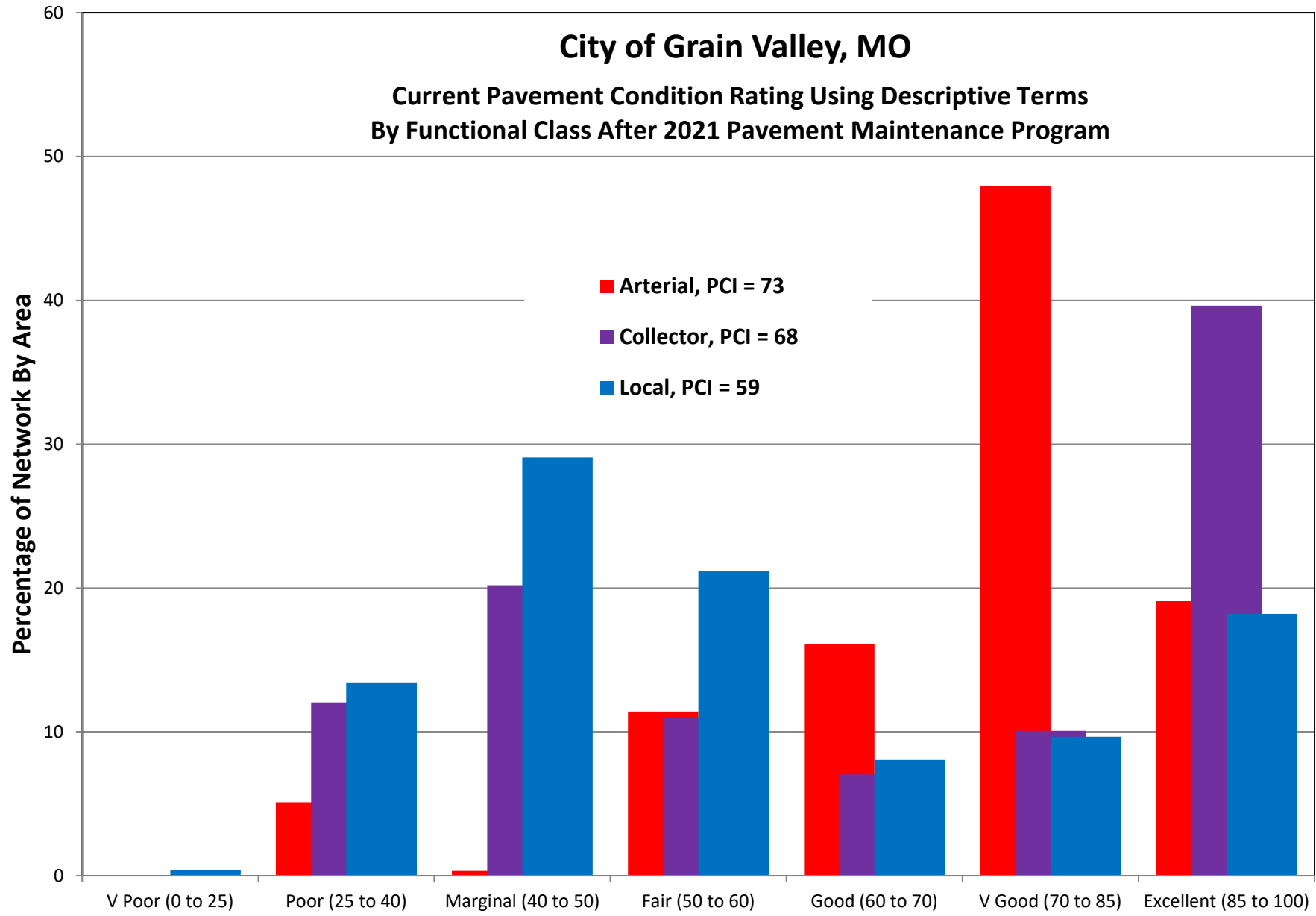


Current PCI Date = 1/1/21

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# City of Grain Valley, MO

## Current Pavement Condition Rating Using Descriptive Terms By Functional Class After 2021 Pavement Maintenance Program



Pavement Condition Using Descriptive Terms

Current PCI Date = 1/1/22

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

<b>MEETING DATE</b>	02/14/2022	
<b>BILL NUMBER</b>	R22-19	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION FOR CONCRETE SERVICES</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$190,668.00
	Budget Line Item:	280-88-79915 - \$108,668.00 210-55-76470 - \$82,000.00
	Balance Available	280-88-79915 – \$108,668.00 210-55-76470 - \$82,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To complete the 2022 concrete repairs and replacements in conjunction with the pavement maintenance program	
<b>BACKGROUND</b>	Quality Custom Construction has a pre-existing contract with the City of Lee’s Summit and will honor the competitive pricing as they have the past three years for the City of Grain Valley	
<b>SPECIAL NOTES</b>	Repairs this year consist of CIP items, routine maintenance items, and repairs needed around City Hall	
<b>ANALYSIS</b>	None	

<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, Memorandum, Bid pricing and contract

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*February 14, 2022*

RESOLUTION NUMBER

*R22-19*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION FOR CONCRETE SERVICES**

**WHEREAS**, the Board of Aldermen adopted Resolution 06-28 establishing purchasing procedures for the City of Grain Valley, Missouri; and

**WHEREAS**, the Board of Aldermen adopted the 2022 budget which appropriated funds for this purchase on December 13, 2021 via B21-34; and

**WHEREAS**, the Board of Aldermen are committed to providing its community with safe and reliable infrastructure and improving substandard infrastructure in the most cost-effective manner possible; and

**WHEREAS**, Quality Custom Construction has an existing competitive bid with the City of Lee's Summit that the City of Grain Valley can utilize

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

**SECTION 1:** The City Administrator is authorized to enter into an agreement with Quality Custom Construction for concrete services.

*PASSED and APPROVED, via voice vote, (\_\_\_\_ - \_\_\_\_ ) this \_\_\_\_ Day of \_\_\_\_, 2022.*

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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## MEMORANDUM

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**TO:** MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

**FROM:** PATRICK MARTIN, MAINTENANCE SUPERINTENDENT

**SUBJECT:** 2022 CONCRETE REPAIRS AND REPLACEMENTS

**DATE:** FEBUARY 4TH, 2022

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As a part of the Capital Improvements Program the City of Grain Valley annually completes road repairs including asphalt and concrete improvements. The concrete portion consists of repairing and replacing damaged curbs for better drainage and less hazards on the roadway. Also, part of the program is to improve sidewalks on the roads being repaired. The sidewalk replacements consist of removing tripping hazards and installing proper ADA ramps to ensure safe pedestrian paths.

In continuing our search for reducing costs associated with improvements and maintenance, staff recommends teaming again with Lee's Summit on a concrete maintenance contract. Like last season, Grain Valley will again benefit from lower concrete bid cost due to the economy of scale.

Under this agreement Lee's Summit has bid concrete maintenance items and renewed its contract with Quality Custom Construction as the best bidder for concrete repairs and replacements. The selected contractor will extend all contractual prices and warranties associated with their current bid to the City of Grain Valley. The City would be responsible for inspections and overseeing the replacements.

The roads for concrete maintenance will consist of the roads getting completed with the asphalt overlay program. Along with ones identified by staff as being hazardous or presenting potential problems for motorist or pedestrians. The City will be also complete additional concrete items as a part of our routine maintenance program from citizen requests that meet the criteria for replacement. Also for this year's replacement items are the failing sidewalks and curbs around City Hall including areas along side the Police Department. If approved these repairs should begin in the spring before, during, and after the asphalt overlay program based on project needs and priority.

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# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 2, 2021  
TO: Key Purchasing Personnel  
FROM: Purchasing Division  
RE: Concrete/Curb/Street  
Bid 2019-014/2R

Vendor	Quality Custom Construction 9707 S Corn Road Lone Jack, MO 64070
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2021 through March 31, 2022

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED - RENEWAL

February 2, 2021

Mr. Ed Lipowicz  
Quality Custom Construction  
9707 S Corn Road  
Lone Jack, MO 64070

RE: Renewal of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair  
Bid 2019-014/2R

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be April 1, 2021 through March 31, 2022, with two (2) possible renewal periods. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

*DeeDee Tschirhart*

DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Bid file  
Accounts Payable



THIS RENEWAL CONTRACT, made this 2<sup>nd</sup> day of February 2021, is herein called Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and Quality Custom Construction, Inc., (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 5<sup>th</sup> day of October, 2018, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. The Supplier's response to Bid No. 2019-014 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Renewal Contract shall be effective on the 1<sup>st</sup> day of April 2021. Contract period from April 1, 2021 to March 31, 2022. The City may, at its option, renew the Contract for up to two (2) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-014; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the 2<sup>nd</sup> renewal period, based on performance, quality of work and service and the acceptance of the agreed upon line item price as listed for this renewal period submitted by Supplier, attached as Exhibit 1 and incorporated herein by reference..
8. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions

Stephen A. Arbo  
Stephen A. Arbo, City Manager  
2/2/21  
Date

Quality Custom Construction  
Company Name

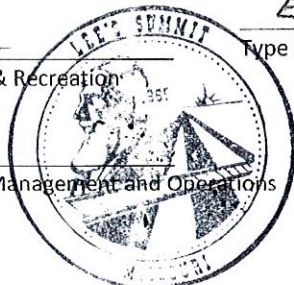
ATTESTED: Trisha Fowler Arcuri

Edmund R. Lipowicz IV  
Company Authorized Signature  
President  
Date 01/27/2021

Office of the City Clerk  
READ AND APPROVED:  
Joe Snook  
Joe Snook, Administrator of Parks & Recreation

Title Edmund R. Lipowicz IV  
Date  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:  
Daniel R. White  
Daniel R. White, Chief Counsel of Management and Operations



## RENEWAL PRICING SHEET FOR BID NO. 2019-014/2R

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$13.49
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$13.49
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$12.00
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$11.30
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$10.98
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$10.49
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$24.21
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$21.04
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$18.26
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$17.62
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$17.09
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$16.87
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$11.79
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$11.30
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$10.65
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$10.43
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$10.12
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$10.12
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$23.40
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$22.16
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$20.96
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$20.74
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$20.30
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$19.76
SECTION 5: CG-1 Curbing – New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$27.95
4.26	CG-1 Curbing - New	101-200	L.F.	\$22.73
4.27	CG-1 Curbing - New	201-500	L.F.	\$19.65
4.28	CG-1 Curbing - New	501-750	L.F.	\$19.10
4.29	CG-1 Curbing - New	751-1000	L.F.	\$18.26
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$16.39
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$35.50
4.32	CG-1 Replacement	101-200	L.F.	\$33.71
4.33	CG-1 Replacement	201-500	L.F.	\$31.78
4.34	CG-1 Replacement	501-750	L.F.	\$28.23
4.35	CG-1 Replacement	751-1000	L.F.	\$27.25
4.36	CG-1 Replacement	1001-2000	L.F.	\$25.19
SECTION 7: CG-2 Curbing – New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$27.79
4.38	CG-2 Curbing - New	101-200	L.F.	\$20.25
4.39	CG-2 Curbing - New	201-500	L.F.	\$19.59
4.40	CG-2 Curbing - New	501-750	L.F.	\$17.59
4.41	CG-2 Curbing - New	751-1000	L.F.	\$17.43
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$16.93

SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$37.02	
4.44	CG-2 Replacement	101-200	L.F.	\$32.68	
4.45	CG-2 Replacement	201-500	L.F.	\$32.13	
4.46	CG-2 Replacement	501-750	L.F.	\$30.51	
4.47	CG-2 Replacement	751-1000	L.F.	\$28.45	
4.48	CG-2 Replacement	1001-2000	L.F.	\$25.14	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$76.55	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$73.94	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$66.46	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$61.02	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$59.83	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$58.64	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$55.60	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$80.57	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$78.28	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$74.11	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$71.66	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$69.59	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$63.19	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$55.81	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$6.61	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$6.36	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$4.45	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$2.82	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$2.39	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$2.33	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$2.28	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 7.17	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 6.62	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 3.93	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.28	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 1.96	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 1.91	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.52	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 10.65	
4.78	ADA Ramp – Replacement ( concrete portion only)	Each	Sq.Ft.	\$ 12.87	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 44.98	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 53.31	
SECTION 14: Concrete Flat Work-New- broom finish					
			4" Thick	6" Thick	
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 9.99	\$ 11.11
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 7.07	\$ 7.71
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 5.08	\$ 5.33
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 5.08	\$ 5.33
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 4.88	\$ 5.12
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 4.77	\$ 4.92
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 4.25	\$ 4.35

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 9.80	\$ 10.00
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 9.67	\$ 9.76
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 9.23	\$ 9.23
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 7.92	\$ 8.15
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 7.38	\$ 7.71
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 6.73	\$ 7.59
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 5.97	\$ 6.41
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 9.99	\$ 10.21
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 8.16	\$ 8.58
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 5.32	\$ 5.87
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 4.79	\$ 5.32
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.34	\$ 4.89
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.32	\$ 4.80
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 4.12	\$ 4.57
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 11.88	\$ 12.38
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 11.50	\$ 12.05
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 8.24	\$ 8.58
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.81	\$ 7.82
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 5.54	\$ 5.77
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 5.49	\$ 5.71
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 5.32	\$ 5.54
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 – 20	Sq.Ft.	\$ 17.58	\$ 17.58
4.110	10" Thick Concrete Patch	21 – 70	Sq.Ft.	\$ 16.50	\$ 16.50
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 15.26	\$ 15.26
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ 13.32	\$ 13.32
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 12.01	\$ 11.98
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 8.60	\$ 8.95
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 6.32	\$ 6.71
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 6.32	\$ 6.71
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 6.18	\$ 6.68
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 6.00	\$ 6.41
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 5.95	\$ 6.36
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 11.49	\$ 12.01
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 10.97	\$ 11.49
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 10.27	\$ 10.89
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 9.28	\$ 9.80
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 8.42	\$ 9.48
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 7.71	\$ 8.52
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 7.20	\$ 8.32
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 12.15	\$ 12.32
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 9.22	\$ 9.55
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.00	\$ 7.38
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.00	\$ 7.38
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 6.43	\$ 6.82
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 6.13	\$ 6.54
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 6.06	\$ 6.47

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 11.70	\$ 12.15
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 11.20	\$ 11.49
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 10.39	\$ 10.97
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 10.21	\$ 10.28
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 10.04	\$ 10.07
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 9.22	\$ 9.56
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 8.24	\$ 9.28
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ 3.21	\$ 3.21
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ 1.17	\$ 1.17
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ 0.99	\$ 0.99
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ 0.76	\$ 0.76
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ 0.61	\$ 0.61
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ 0.53	\$ 0.53
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ 0.52	\$ 0.52
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ 0.43	\$ 0.43
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ 25.06	\$ 24.02
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ 22.88	\$ 21.84
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ 20.34	\$ 19.31
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ 19.17	\$ 18.14
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ 15.79	\$ 14.75
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ 14.14	\$ 13.10
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ 13.94	\$ 12.91
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ 34.37	\$ 33.34
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ 31.16	\$ 30.13
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ 24.49	\$ 23.45
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ 23.31	\$ 22.28
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ 22.00	\$ 20.97
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ 19.31	\$ 18.27
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ 18.09	\$ 17.06
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ 25.06	\$ 24.02
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ 24.95	\$ 23.92
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ 22.41	\$ 21.38
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ 21.24	\$ 20.21
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ 17.86	\$ 16.82
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ 16.20	\$ 15.17
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ 16.01	\$ 14.98
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ 36.44	\$ 35.41
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ 33.23	\$ 32.19
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ 26.56	\$ 26.56
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ 26.42	\$ 25.38
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ 24.07	\$ 24.07
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ 21.38	\$ 20.34
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ 20.16	\$ 19.12

## SECTION 29: 4" Brick Red Stamped Concrete Flatwork

4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	\$ 11.86	\$ 11.86
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	\$ 9.03	\$ 9.03
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	\$ 6.75	\$ 6.75
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	\$ 5.54	\$ 5.54
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	\$ 5.10	\$ 5.10
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	\$ 4.88	\$ 4.88
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	\$ 4.88	\$ 4.88

**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**1. General.**

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s)

of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

## **2. Required Insurance Coverage.**

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured



Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

- 3. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

## GENERAL TERMS AND CONDITIONS

### GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

    - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
    - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
    - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
  - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. **AWARD OF CONTRACT.**

A **BASIS OF AWARD.**

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B **EVALUATION OF BIDS.**

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.**

**GENERAL CONTRACTUAL REQUIREMENTS.**

1. **DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
  - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C  The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D  Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

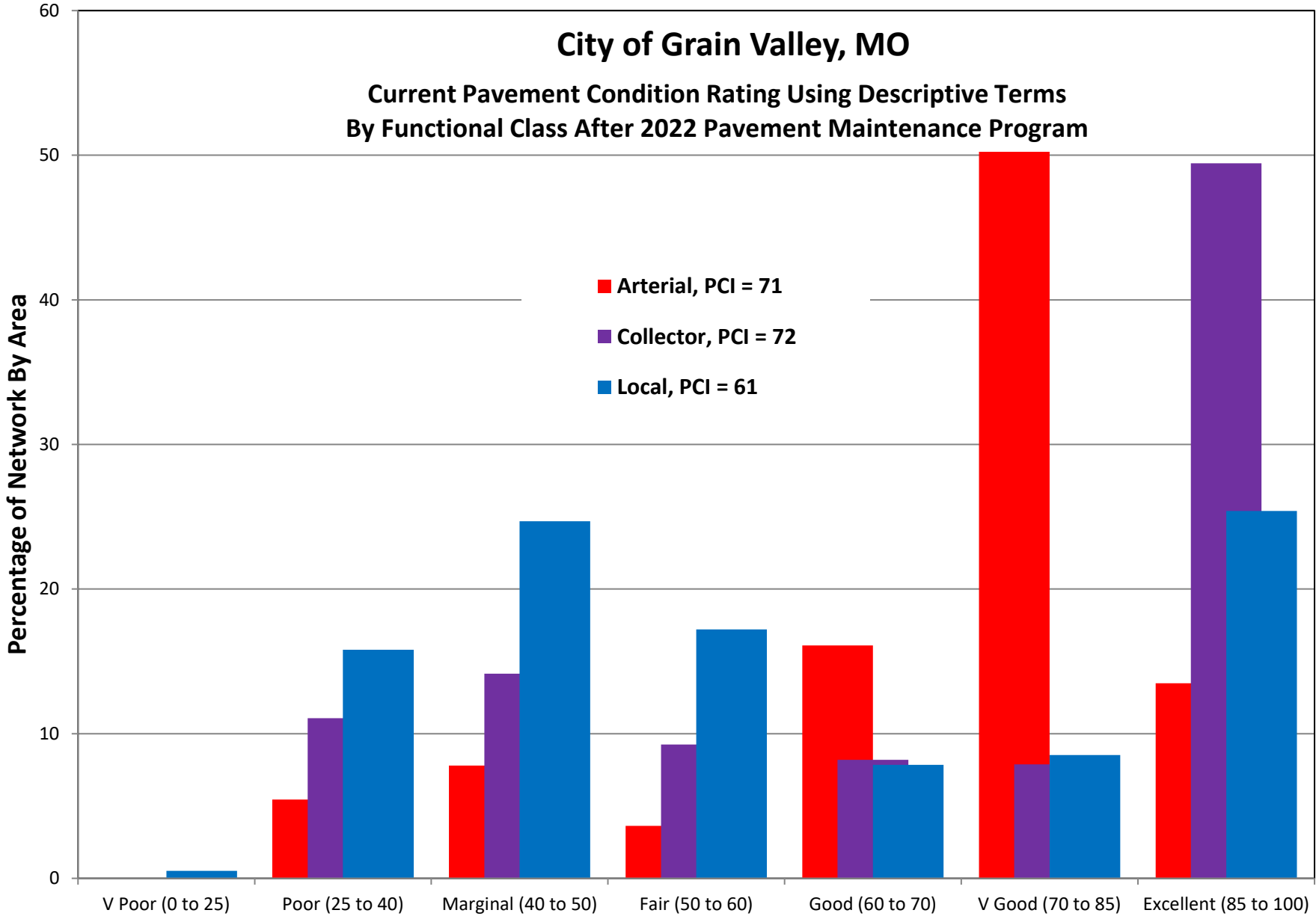
**NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

37. **BUILDING REGULATION, PERMITS AND LAW.**  
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.  
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**  
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.  
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**  
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.  
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.  
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.  
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:  
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.  
(2) To any acts of the City.  
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.  
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**  
A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:  
B Engineer's Pay Estimates:  
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.  
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.  
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**  
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.  
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

# City of Grain Valley, MO

## Current Pavement Condition Rating Using Descriptive Terms By Functional Class After 2022 Pavement Maintenance Program



Pavement Condition Using Descriptive Terms

Current PCI Date = 1/1/23

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

<b>MEETING DATE</b>	02/14/2022	
<b>BILL NUMBER</b>	R22-20	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CIVIC REVIEW</b>	
<b>REQUESTING DEPARTMENT</b>	ADMINISTRATION	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$17,500
	Budget Line Item:	100-08-78530: \$8,750 600-60-78530: \$4,375 600-65-78530: \$4,375
	Balance Available	100-08-78530: \$ 10,750 600-60-78530: \$ 5,375 600-65-78530: \$ 5,375
	New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To set up, train, implement and migrate records to a new online permitting and licensing software.	
<b>BACKGROUND</b>	<p>The City processes paper applications and physical checks or payment by phone using a debit/credit card utilizing the utility billing staff for all building permits, new business licensing and landlord registrations and the renewals of these licenses/permits each year. There are multiple touches with each application and requires physical exchanging of papers back and forth. The online system allows for digital approvals, electronic payments utilizing a third-party processor, and electronic issuance of renewal notices, licenses, and permits. With the COVID-19 pandemic, it has become increasingly important to make doing business with the City easier and available in other ways. The new program will allow for timely receipt, review, processing and payments. Several vendors were reviewed during the due diligence process. This vendor provides workflows that correlate with the way we do business. This is a budgeted item for 2022.</p>	

<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, Quote, and Subscription Agreement

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 14, 2022*

RESOLUTION NUMBER

**R22-20**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN  
VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN  
AGREEMENT WITH CIVIC REVIEW**

**WHEREAS**, the City has a desire to promote accessibility and ease of doing business with the City by offering online resources to conduct business for citizens; and

**WHEREAS**, the COVID-19 Pandemic has made it increasingly important to continue to serve citizens and offer alternative ways to conduct their business for time and efficiency purposes;

**WHEREAS**, the online software will reduce the amount of staff time spent manually entering information and it will minimize incomplete submissions as the software requires certain fields be completed before it can be accepted.

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

**SECTION 1:** That the Board of Aldermen hereby authorizes and directs the City Administrator to enter into an agreement with Civic Review for the set-up, training, implementation and migration of records to a new online permitting and licensing software.

*PASSED and APPROVED, via voice vote, ( - ) this 14<sup>th</sup> Day of February, 2022.*

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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Aug 9, 2021

Civic Review Subscription Fees  
Organization: Grain Valley, MO

The annual price for the Enhanced plan is tiered based on the estimated number of applications & renewals processed each year.

Estimated annual applications and renewals:  
2080+ ("+" meaning, we don't yet have a complete count)

Pricing Tier\*:  
2000-3000

## Setup Fee

**One-time setup fee: \$2,500**

The setup fee covers the cost of training, assistance with implementation, the building of up to five online forms, and, if applicable, the migration of data for any renewable records.

## Pilot Program

**Pilot fee: \$1,500**

Organizations get the enhanced features throughout the duration of the pilot program. If the Pilot is successful, the setup fee is waived when entering in to contractual agreement, however, if migration is needed a small fee may be incurred to cover migration costs. The pilot program covers 3 and 5 online forms for a duration of up to 6 months.

## Inspection Module

Our inspection module is built on slightly different technology than the rest of Civic Review, and requires separate pricing to support. We price based on the number of inspectors you have (\$1000 for the first inspector + \$500 for each additional).

Inspector seats: 3 **Inspection Module Price: Added \$1,500/year**

\*There are no added usage fees if your numbers exceed your tier, but as your usage of Civic Review grows, pricing for the Enhanced plan is reevaluated each year upon subscription renewal.

## ENHANCED PLAN

A traditional subscription-based plan which **excludes convenience fees** and comes with a few extra goodies.

### ADDITIONAL FEATURES

- Integrate with other payment processors including Forte, Authorize.net, and others (check with us)
- Set maximum amount for online fee payment
- Optionally pass credit card fees through to applicants
- Accept applications that do not require fees
- In-app messaging with applicants
- Plan review tracking

### ANNUAL PRICE

**\$13,500/year**

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# SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (the “**Agreement**”) is made and entered into this \_\_\_\_\_ (the “**Effective Date**”) by and between Civic Review, Inc. (“**Civic Review**”) with primary offices at 2314 Washington Blvd, Ogden, UT 84401, and City of Grain Valley, MO (“**Subscriber**”) with offices at 711 Main Street, Grain Valley, MO, 64029. Civic Review and Subscriber may hereinafter be referred to collectively as the “**Parties**” or individually as a “**Party.**”

## RECITALS

**WHEREAS**, Civic Review owns and operates <http://app.civicreview.com> (the “**Product**”), and Subscriber desires to utilize the Product to process permit and license applications and renewals.

## AGREEMENT

**NOW THEREFORE**, in consideration of the promises and conditions set forth in this Agreement, Civic Review and Subscriber hereby agree as follows:

- 1. PRODUCT.** Civic Review hereby grants Subscriber a non-exclusive, non-transferable, one-year license to use the Product in the regular course of its business between March 1, 2022 and February 28, 2023 and any subsequent Renewal Terms (the “**Term**”). Civic Review maintains all rights of ownership to the Product. This agreement includes the use of the Civic Review platform during the Term as well as the soon-to-be-released inspection module add-on.
- 2. PRICE.** Subscriber shall immediately pay Civic Review non-refundable annual subscription fees plus a one-time setup fee in total of \$17,500 (the “**Price**”) for the 2000-3000 submissions usage tier. Payment is due thirty days from the date of invoice. If the Subscriber fails to pay an invoice in full, the unpaid amount will accrue interest from the due date at a rate of 1% per month or the maximum permitted by law, whichever is lower, and Civic Review may suspend all access to the Product until payment in full is made.

One-Time Costs	
Setup Fee	\$2,500
Annually Recurring Costs	
Subscription Fee	\$13,500
Inspection Add-On (x3 seats)	\$1,500



- 3. RENEWAL.** Subscriber’s license will automatically renew at the end of the Term in one-year increments (the “**Automatic Renewal Term**”). Civic Review shall notify Subscriber of the non-refundable price (the “**Renewal Price**”) for each Automatic Renewal Term at least 45 days before the beginning of each Automatic Renewal Term. Payment of the Renewal Price must be made at the beginning of the applicable Automatic Renewal Term. The Parties may each cancel this Subscription Agreement in writing at least 7 days before the beginning of each Automatic Renewal Term. If Subscriber does not appropriate or otherwise make available funds sufficient to utilize the Product, Subscriber may unilaterally terminate this Agreement upon thirty (30) days written notice to Civic Review. Subscriber agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
- 4. TERMS AND CONDITIONS.** Subscriber agrees to the additional terms and conditions set forth in Exhibit A, which is incorporated into this Agreement. Civic Review may add to, modify, or otherwise amend the terms and conditions. Civic Review shall notify Subscriber of any such modification at least 45 days before the modification becomes effective.
- 5. NOTIFICATIONS.** All written notifications must be sent to the following:

Civic Review, Inc.	City of Grain Valley, MO
2314 Washington Boulevard	711 Main Street
Ogden, Utah 84401	Grain Valley, MO 64029
- 6. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard for its conflicts of law principles.
- 7. JURISDICTION AND VENUE.** The exclusive venue for any legal action to interpret or enforce any term or condition of this Agreement shall be the state courts in and for the State of Missouri, and no other court shall have jurisdiction over the Parties, except federal courts as allowed by law.
- 8. ATTORNEY FEES.** The prevailing Party shall be entitled to recover all costs of litigation, including a reasonable attorney fee, in any action regarding the interpretation or enforcement of this Agreement.
- 9. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written.
- 10. WAIVER.** No failure by any of the Parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.
- 11. SEVERABILITY.** Each of the provisions of this Agreement is independent of one another. Any provision of this Agreement found to be unenforceable shall be severed from the





remaining terms and conditions, and the remainder of the terms and conditions shall be enforced to the full extent allowed in law or equity. Any unenforceable provision of this Agreement shall be re-written by a court or other tribunal interpreting the same such that it is then enforceable and most closely approximates the intent of the Parties.

- 12. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one agreement. The counterparts of this Agreement may be executed and delivered by any of the parties to any other party via facsimile or by .pdf file attached to electronic mail, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the inked original had been hand-delivered and received.
- 13. AMENDMENT.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
- 14. ASSIGNMENT.** Except with the prior written consent of the other, neither Civic Review nor subscriber may transfer (1) any obligation imposed under this agreement, (2) any discretion granted under this agreement, (3) any right to satisfy a condition under this agreement, or (4) any remedy under this agreement. Any purported transfer in breach of this section 14 will be void.
- 15. CONFIDENTIAL INFORMATION.**

  - a.** “Confidential Information” means, for purposes of this Agreement, the non-public information provided by a Party (“Discloser”) to the other Party (“Recipient”) related to the business opportunities between the Parties, provided that such information is: (1) identified as confidential at the time of disclosure by the Discloser, or (2) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. **Confidential Information of Civic Review shall include pricing information, product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not.** A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, under a nondisclosure agreement at least as protective of the Discloser’s rights as this Agreement.
  - b.** This Section 15 imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this



Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (1) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (2) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient will aim to return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

- c. Each Party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of this Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Online Services, Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of this Agreement, the Recipient may continue to maintain copies of Confidential Information: (x) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (y) as required to comply with applicable law, which will be destroyed when such obligation is met.

**16. INDEPENDENT CONTRACTORS.** The Parties intend to be independent contractors. Nothing in this Agreement shall constitute either a partnership or joint venture between the Parties, nor shall it constitute any Party to be the agent, employee, or representative of the other Party for any purpose.

**17. INTELLECTUAL PROPERTY.** 'Intellectual Property' means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information. Except for rights expressly granted under this agreement, nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party.

**18. INSURANCE.** Civic Review shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Civic Review, their agents, representatives, employees, or subcontractors. Civic Review will maintain the following



insurance: General Aggregate of \$4 million with \$2 million per occurrence, and first-party data breach and cyber insurance of \$1 million aggregate.

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties or their duly authorized representatives on the Effective Date.

**CIVIC REVIEW, INC.**

**City of Grain Valley, MO**

Name: John Reynolds  
Title: Founder, CEO

Name:  
Title:



## EXHIBIT A

These Terms and Conditions govern your use of the Product. “We,” “us” and “our” mean Civic Review, Inc. and its affiliates. “You” and “your” mean the “Subscriber” and any individual that accesses and/or uses the Product as an official representative of the Subscriber. “Applicant” means any individual using the site to submit applications, renewals, and application fees to the Subscriber.

- 1. Accounts.** When you create an account, you must provide information that is accurate, complete, and current at all times. Your failure to do so constitutes a breach of these Terms and Conditions which may result in immediate termination of your license to use the Product. You are responsible for safeguarding the password that you use to access the Product and for any activities or actions under your password. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You agree not to share your password with other individuals or entities. You acknowledge and agree that we are not responsible for third-party access to your accounts that results from theft or misappropriation of your accounts information and/or passwords. We have the right to refuse you service, access to or use of the Product, and any and all of our products, services, systems and websites, to terminate your accounts, to monitor your accounts and activities on the Product and any and all of our products, services, systems and websites, without notice, in our sole and absolute discretion.
- 2. Application/Renewal Fees and Payments.** You agree to be solely responsible for, and agree to timely specify and update, the amounts of any and all fees associated with each permit, license, or application for which you access and/or use the Product and our other products, services, systems and websites. You authorize and agree that we may conduct transactions and charges on your behalf. You are responsible for payment of all third-party payment processing fees.
- 3. Website Links.** The Product may contain links to third-party web sites or services that we do not own or control. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.
- 4. Termination.** We may terminate or suspend access to the Product immediately, without prior notice or liability, if you breach the Subscription Agreement, including but not limited to these Terms and Conditions. All terms and conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Upon termination, your right to use the Product will immediately cease. If you wish to terminate your account, you may simply discontinue using the Product.
- 5. Sensitive Application Information.** Since you can define what data to request in your applications, you agree not to request any data that requires ACH compliance (for example, credit card numbers). Credit card information is handled securely using third-party services who adhere to ACH compliance. You agree to not collect or store any personally identifiable information from Applicants without their express permission (as given in the signature statement of your application forms). When an Applicant provides personal data to you using the Product, either during application, renewal, navigation, when using the Product in any way, making inquiries, requests or simulations through the



website, the privacy policy shall apply to the Applicant. Since the privacy policy waives responsibility for the use of data collected via application forms, you will be responsible for providing your own privacy policy to the Applicant regarding the use of their data, as provided on your own website when linking to our Product.

- 6. Applicant Data.** “Applicant data” means any data, content, images, or other files submitted online via application forms. You will retain ownership of all applicant data and in the case of termination, have a right to export applicant data that belongs to your organization, as long as it is done prior to official termination (payment has lapsed). Subject to these Terms and Conditions, you grant us a royalty-free and non-exclusive license to use applicant data to communicate with applicants regarding application status, including status updates and events relevant to their records. You also grant us a royalty-free and non-exclusive license to use any applicant data that is publicly available for use in developing and implementing other integrated products that Subscriber would like to offer its Applicants. You acknowledge that, in order to ensure compliance with legal obligations, prevent phishing or fraud or when unlawful content is reported to us, we may be required to review certain content submitted to the Product to determine whether it is illegal or whether it violates these Terms and Conditions. We reserve the right to modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms and Conditions. However, you accept that we have no obligation to monitor or review any content submitted to the Product.
- 7. Prohibited Uses.** You agree refrain from engaging in any of the following: (a) without prior approval, you may not create frames around our app, with the sole exception of application forms; (b) access the Product by any means other than through interfaces we provide and as otherwise expressly authorized under these Terms and Conditions; (c) access, tamper with, or use non-public areas of the Product, our computer systems, or the technical delivery systems of our providers; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Product; (e) manipulate the appearance of any screens we provide through the use of injected scripts; (f) modify, translate, or create derivative works of our software products, including the Product; (g) sell, sublicense, distribute, display, store or transfer our products or any data in our products in bulk or in any way that could be used to replace or substitute for our products in whole or in part or as a component of any material offered for sale, license or distribution to third parties; and (h) use any means to discern the source code of our products.
- 8. Links to the Product.** In addition to you, the following organizations may link to the Product without prior written approval: government agencies, search engines and news organizations, including blogs.
- 9. Limitations on Liability.** YOU UNDERSTAND AND AGREE THAT THE WE ARE NOT LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR USE OR ACCESS OF, OR INABILITY TO USE OR ACCESS, THE PRODUCT OR ITS CONTENT. We have no liability for any loss, damage or misappropriation of your data under any circumstances or for any consequences related to changes, restrictions, suspensions or termination of the Product or the Agreement. Our entire liability for all claims arising out of or relating to this Agreement, and regardless of the basis of the claim, will not exceed an amount that is equal to fees you paid to us or were payable to us during the twelve months preceding the event giving rise to the liability.
- 10. Indemnification.** To the extent permitted by applicable law, you agree to indemnify and hold us harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of: (a) your use of the Product or its content; (b) your violation of these Terms



and Conditions; and/or (c) your violation of any law or your violation or infringement of any rights of another party.

We will defend, indemnify and hold you harmless against any claims asserting that the Product infringes any valid Intellectual Property of a third party, and will pay any and all damages finally awarded by a court and actually paid by you, or agreed to in a final settlement by Civic Review and attributable to such claim. Our obligations under this provision are subject to your not having compromised or settled such claim and doing the following: (a) notifying us of the claim in writing, as soon as you learn of it; (b) providing us with all reasonable assistance and information to enable us to perform our duties under this Section; and (c) allowing us sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, you may participate at your expense in the defense of any such claim with your own counsel, provided that we retain sole control of the claim. You have the right to approve any settlement that affirmatively places on you an obligation that has a material adverse effect on you other than the obligations to cease

**11. No Warranty.** We do not warrant that your use of the Product will be uninterrupted or error free. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCT TO BE PURCHASED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR NON INFRINGEMENT.

# *Ordinances*

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

<b>MEETING DATE</b>	1/24/2022, 2/14/2022	
<b>BILL NUMBER</b>	B22-03	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING CHAPTER 705, SEWAGE AND SEWAGE DISPOSAL, OF THE CODE OF ORDINANCES, IN SECTION 705.010 (DEFINITIONS), SECTION 705.020 (UNLAWFUL DEPOSITS IN GENERAL)</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<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>	705.010: Add definitions for FOG, Illicit Discharge and Trash, Litter and Refuse. 705.020: Add Section C making it unlawful to discharge FOG, Garbage, Industrial Wastes, Sewage, Yard Waste, Trash, Litter or Refuse to Storm Drains, Natural Outlets or Water Course in the City of Grain Valley.	
<b>BACKGROUND</b>	As part of the City's new NPDES Stormwater Permit, the Missouri Department of Natural Resources (MDNR) has requirements for controlling Illicit discharges to any storm sewer or water course. Since Illicit Discharge wasn't spelled out in the City's Code, MDNR is requiring that it be added. The additional language spells out those requirements as well as providing definitions needed for this section.	
<b>SPECIAL NOTES</b>	None	

<b>ANALYSIS</b>	Refer to Staff Report
<b>PUBLIC INFORMATION PROCESS</b>	None
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Staff Report

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-03

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
January 24, 2022 (6-0)

**AN ORDINANCE AMENDING CHAPTER 705, SEWAGE AND SEWAGE DISPOSAL,  
OF THE CODE OF ORDINANCES, IN SECTION 705.010 (DEFINITIONS) AND  
SECTION 705.020 (UNLAWFUL DEPOSITS IN GENERAL)**

**WHEREAS**, Missouri Department of Natural Resources (MDNR) requires changes to the City's Code of Ordinances to comply with current requirements of the City's newly issued NPDES stormwater permit; and

**WHEREAS**, MDNR requires that the City provide for requirements and penalties for the discharge of pollutants to stormwater facilities.

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

**SECTION 1:** That Chapter 705, Sewage And Sewage Disposal, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

**Section 705.010 Definitions**

FOG

Fats, oils and grease.

ILLICIT DISCHARGE

Any discharge to any storm drain, natural outlet or watercourse of FOG, Industrial Waste, Garbage, Trash, Litter, Refuse, Sewage, Yardwaste or other pollutants.

TRASH, LITTER, AND REFUSE

All ashes, cinders, slops, filth, excrement, sawdust, stones, rocks, dirt, straw, soot, sticks, shavings, eggshells, oyster shells, or cans, dust, brush, logs, paper trash, rubbish, manure, refuse, offal, wastewater, chamber lye, fish, putrid meat, entrails, decayed fruit or vegetables, broken ware, rags, iron or other metal, old wearing apparel, all animals or vegetable matter, all dead animals or any other offensive or disagreeable substance or thing thrown or deposited by anyone in or upon any street, sidewalk, park, public square, public enclosure, lot, vacant or occupied, storm drain, stream, waterway, pond or pool of water.

Section 705.020 **Unlawful Deposits in General**

C. It shall be unlawful to discharge to any storm drain, natural outlet or water course within the City of Grain Valley or in any area under the jurisdiction of the City of Grain Valley FOG, industrial waste, garbage, trash, litter, refuse, yardwaste, sewage or any other pollutants.

**SECTION 2:** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**SECTION 3:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

**SECTION 4:** All existing Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2022, 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

**STAFF REPORT**

**Chapter 705 Amendment – Sewage and Sewage Disposal**

**January 24, 2022**

**PURPOSE:**

Staff is requesting the Board of Aldermen approve amendments to Section 705.010 and Section 705.020 to add three new definitions and add to the list of unlawful discharges to stormwater facilities and waterways.

**BACKGROUND:**

The City of Grain Valley renewed its Stormwater NPDES permit (MS4 Permit) in 2021. The new permit issued by the Missouri Department of Natural Resources (MDNR) has significantly stricter requirements for a prohibition of certain discharges to stormwater facilities and waterways.

Section 705.010 adds three new definitions to help clarify the different pollutants prohibited in stormwater and waterways.

MDNR required that the City to spell out by Ordinance the prohibition of illicit discharges to the City's stormwater facilities and waterways. Therefore, Section 705.020 C is proposed to be added to add the unlawful discharges and illicit discharges.

**ANALYSIS:**

The proposed amendments to Section 705.010 would provide for the following:

- 1) Add the definition of FOG (fats oils and grease).
- 2) Add the definition of Illicit Discharge for additional clarification.
- 3) Add a definition of Trash, Litter and Refuse.

The proposed amendments to Section 705.020 C would provide for the following:

- 1) The list of pollutants that are unlawful and considered an Illicit Discharge to storm drains and waterways within the City.

During 2021, Community Development Staff had several meetings with MDNR staff to discuss the requested changes to the City's Code of Ordinances requirements for controlling illicit discharges. These changes are a requirement of the City's new permit.

**STAFF RECOMMENDATION:**

Staff recommends approval.

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

<b>MEETING DATE</b>	01/24/2022, 2/14/2022	
<b>BILL NUMBER</b>	B22-04	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING CHAPTER 386 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO NEIGHBORHOOD VEHICLES AND UTVS AND REPEALING CHAPTER 387</b>	
<b>REQUESTING DEPARTMENT</b>	Police Department	
<b>PRESENTER</b>	James Beale, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To update the neighborhood vehicle and UTV regulations	

<b>BACKGROUND</b>	Chapter 386 of the Grain Valley municipal code underwent a full review in the Fall of 2021. The popularity of recreational vehicles increased during the pandemic as more looked for ways to get outdoors. Two new recreational vehicle dealerships have opened within our city limits , increasing the visibility of these vehicles. Although golf carts and low speed vehicles have been legally allowed to operate on City streets since April 8, 2013 via ordinance 2285, other recreational vehicles have not been legal. Citizens have expressed interest and inquired more about expanding the permissibility of which recreational vehicles which can be operated on City streets. Taking these items into consideration, it is proposed to allow certain types of recreational vehicles, as defined in this chapter, to operate within our city limits with safety and traffic regulations keeping the safety of the citizens at the forefront of the new legislation.
<b>SPECIAL NOTES</b>	All proposed changes to Chapter 386 can be found in the redline ordinance.
<b>ANALYSIS</b>	None
<b>PUBLIC INFORMATION PROCESS</b>	None
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Redline Ordinance



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

<b>MEETING DATE</b>	01/24/2022, 2/14/2022	
<b>BILL NUMBER</b>	B22-04	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING CHAPTER 386 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO NEIGHBORHOOD VEHICLES AND UTVS AND REPEALING CHAPTER 387</b>	
<b>REQUESTING DEPARTMENT</b>	Police Department	
<b>PRESENTER</b>	James Beale, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To update the neighborhood vehicle and UTV regulations	

<b>BACKGROUND</b>	Chapter 386 of the Grain Valley municipal code underwent a full review in the Fall of 2021. The popularity of recreational vehicles increased during the pandemic as more looked for ways to get outdoors. Two new recreational vehicle dealerships have opened within our city limits , increasing the visibility of these vehicles. Although golf carts and low speed vehicles have been legally allowed to operate on City streets since April 8, 2013 via ordinance 2285, other recreational vehicles have not been legal. Citizens have expressed interest and inquired more about expanding the permissibility of which recreational vehicles which can be operated on City streets. Taking these items into consideration, it is proposed to allow certain types of recreational vehicles, as defined in this chapter, to operate within our city limits with safety and traffic regulations keeping the safety of the citizens at the forefront of the new legislation.
<b>SPECIAL NOTES</b>	All proposed changes to Chapter 386 can be found in the redline ordinance.
<b>ANALYSIS</b>	None
<b>PUBLIC INFORMATION PROCESS</b>	None
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Redline Ordinance

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-04

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

January 24, 2022 (6-0)

**AN ORDINANCE AMENDING CHAPTER 386 OF THE CODE OF ORDINANCES OF  
THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO NEIGHBORHOOD  
VEHICLES AND UTVS AND REPEALING CHAPTER 387**

**WHEREAS**, Chapter 386, Code of Ordinances, City of Grain Valley, Missouri sets the regulations Neighborhood Vehicles and UTVs within the City limits;

**WHEREAS**, Chapter 386 defines important procedures, definitions of types of vehicles, regulations of operation of vehicles allowed to operate on city streets as well as how to register the vehicles to be able to operate within the city limits;

**WHEREAS**, in 2013, the Board of Aldermen adopted Ordinance #2286 prohibiting All-Terrain Vehicles and is now repealing Chapter 387

**WHEREAS**, staff have found a need to make additions, clarify sections and amended processes to better fit the needs of the City's growing community.

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

SECTION 1: Repeal Chapter 387 All Terrain Vehicles Prohibited

SECTION 2:

**Chapter 386  
Operation of Neighborhood Vehicles and Utility Terrain Vehicles on Public Streets**

**Section 386.010 Definitions.**

**[Ord. No. 2285 §1, 4-8-2013]**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where context clearly indicates a different meaning:

**ALL-TERRAIN VEHICLE (ATV)**

As provided in Chapter 304, RSMo., any motorized vehicle manufactured and used exclusively for off-highway use. The operator is generally seated in a straddle position and steered by using handlebars. Most are operated with a thumb throttle but can be altered to use a twist throttle. To brake, operators can use either the brake handle or a foot pedal depending on what type of ATV is being operated. ATVs are open and do not have a cabin. These are also commonly known as a "quad" or "four-wheeler" and generally are meant for a single-rider although some are built for two-riders.

[B22-04]

## **GOLF CART**

A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and not capable of exceeding speeds in excess of twenty (20) miles per hour, and otherwise satisfies the definition of "golf cart" as provided in Chapter 304, RSMo.

## **LOW-SPEED VEHICLE OR "LSV"**

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, and otherwise satisfies the definition of "low-speed vehicle" as provided in Chapter 304, Section 304.029, RSMo.

## **NEIGHBORHOOD VEHICLE**

A low-speed vehicle or a golf cart as defined in this chapter.

## **UTILITY TERRAIN VEHICLES, UTVs, SIDE-BY-SIDE (SXS)**

As provided in Section 301.010 and Chapter 304, RSMo., as "Utility Vehicle" any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and braking, occupant restraints, and rollover protective structures.

## **386.020 Operation of Neighborhood Vehicles and UTVs on Public City Streets, Permitted When – Exemptions.**

- A. Pursuant to the authority granted by Sections 304.029, 304.032, and 304.032 the City may allow by resolution or ordinance, allow persons to operate neighborhood vehicles, UTVs and ATVs upon any street or highway under the City's jurisdiction subject to the following limitations:
1. No person shall operate a neighborhood vehicle or UTV within the City of Grain Valley on public City streets unless it has been properly registered and permitted with the City of Grain Valley pursuant to the provisions of chapter 386 of the Grain Valley Municipal code with exception of those vehicles owned and operated by a governmental entity for official use.
  2. Every person operating a UTV within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Section 304.032, RSMo., and other applicable Missouri law, every person operating a UTV shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter.
  3. Every person operating a neighborhood vehicle within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Sections 304.034 and 304.029 RSMo., and other applicable Missouri law, every person operating a neighborhood vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all

other requirements of this chapter.

4. No person shall operate a neighborhood vehicle or UTV within any stream or river in the City of Grain Valley unless the waterways flow within the boundaries of land which the vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. Police of the City shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
  5. Neighborhood vehicles and UTVs shall not be operated at any time on any State or Federal highway with posted speed limits in excess of thirty-five (35) miles per hour. The provisions of this Subsection shall not prohibit a neighborhood vehicle or UTV from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection or roundabout.
  6. ATV's shall not be operated at any time upon any street or highway under the Governing Body's jurisdiction.
- B. Every operator of a neighborhood vehicle or UTV shall maintain financial responsibility as required by Chapter 303, RSMo.
- C. Each person operating a neighborhood vehicle or UTV on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.
- D. Compliance with 49 CFR 571.500, as amended, shall be a condition precedent to the City's granting of a special permit for the operation of a low-speed vehicle within the City's corporate boundaries.
- E. No person shall operate a neighborhood vehicle or UTV:
1. In any careless way so as to endanger the person or property of another;
  2. While under the influence of alcohol or any controlled substance;
  3. Without a securely fastened safety helmet on the head of an individual who operates a UTV or who is being towed or otherwise propelled by a UTV, unless the individual is at least eighteen years of age.
  4. No person shall operate a Neighborhood Vehicle or UTV on any park lands within the City of Grain Valley, Missouri, except those Neighborhood Vehicles or UTVs operated by a governmental unit for official use.
  5. While carrying passengers in excess of the maximum number of designed seating for the neighborhood or UTV. No passengers are allowed to ride in the dump bed of a UTV on City streets or highways.

6. No operator of a Neighborhood Vehicle or UTV shall carry passengers that are less than sixteen (16) years of age unless the operator is the legal guardian of such passenger(s).

G. A violation of this Section shall be an ordinance violation.

**Section 386.030 Neighborhood Vehicle and UTV Equipment.**

A. Neighborhood Vehicle and UTV Required Equipment.

1. Every Neighborhood Vehicle & UTV operated on public streets shall be equipped in accordance with Chapter 304, RSMo., and in any case will minimally be equipped with the following:

- a. A lighted headlamp, tail lamp, which shall be in operation at any time from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise or at any other time defined in Section 307.020, RSMo.
- b. Brake lights and mechanical turn signals front and back.
- c. A seat belt for the operator and passengers.
- d. A braking system maintained in good operating condition.
- e. An adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
- f. Shall display a slow-moving emblem in conformity with Section 307.127, RSMo., or A bicycle safety flag which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglo in color.

**Section 386.040 Permits and Registration.**

- A. No individual who owns a Neighborhood vehicle or UTV will be permitted to operate said vehicle within the City of Grain Valley unless it has been properly registered and permitted with the City of Grain Valley.
- B. The Chief of Police, or his or her authorized designee, shall hereby be designated as the City Official with the authority to issue permits for neighborhood vehicles and UTVs within the City and collect a fee per the comprehensive fee schedule upon issuance of the permit. No permit shall be issued until the fee is paid.

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

## Chapter 386

### Operation of Neighborhood Vehicles and Utility Terrain Vehicles on Public Streets

Section 386.010 **Definitions.**

**[Ord. No. 2285 §1, 4-8-2013]**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where context clearly indicates a different meaning:

#### **ALL-TERRAIN VEHICLE (ATV)**

As provided in Chapter 304, RSMo., any motorized vehicle manufactured and used exclusively for off-highway use. The operator is generally seated in a straddle position and steered by using handlebars. Most are operated with a thumb throttle but can be altered to use a twist throttle. To brake, operators can use either the brake handle or a foot pedal depending on what type of ATV is being operated. ATVs are open and do not have a cabin. These are also commonly known as a “quad” or “four-wheeler” and generally are meant for a single-rider although some are built for two-riders.

#### **GOLF CART**

A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and not capable of exceeding speeds in excess of twenty (20) miles per hour, and otherwise satisfies the definition of "golf cart" as provided in Chapter 304, RSMo.

#### **LOW-SPEED VEHICLE OR "LSV"**

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, and otherwise satisfies the definition of "low-speed vehicle" as provided in Chapter 304, Section 304.029, RSMo.

#### **NEIGHBORHOOD VEHICLE**

A low-speed vehicle or a golf cart as defined in this chapter.

#### **UTILITY TERRAIN VEHICLES, UTVs, SIDE-BY-SIDE (SXS)**

As provided in Section 301.010 and Chapter 304, RSMo., as “Utility Vehicle” any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and braking, occupant restraints, and rollover protective structures.

**386.020 Operation of Neighborhood Vehicles and UTVs on Public City Streets, Permitted When – Exemptions.**

- A. Pursuant to the authority granted by Sections 304.029, 304.032, and 304.032 the City may allow by resolution or ordinance, allow persons to operate neighborhood vehicles, UTVs and ATVs upon any street or highway under the City's jurisdiction subject to the following limitations:
1. No person shall operate a neighborhood vehicle or UTV within the City of Grain Valley on public City streets unless it has been properly registered and permitted with the City of Grain Valley pursuant to the provisions of chapter 386 of the Grain Valley Municipal code with exception of those vehicles owned and operated by a governmental entity for official use.
  2. Every person operating a UTV within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Section 304.032, RSMo., and other applicable Missouri law, every person operating a UTV shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter.
  3. Every person operating a neighborhood vehicle within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Sections 304.034 and 304.029 RSMo., and other applicable Missouri law, every person operating a neighborhood vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter.
  4. No person shall operate a neighborhood vehicle or UTV within any stream or river in the City of Grain Valley unless the waterways flow within the boundaries of land which the vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. Police of the City shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
  5. Neighborhood vehicles and UTVs shall not be operated at any time on any State or Federal highway with posted speed limits in excess of thirty-five (35) miles per hour. The provisions of this Subsection shall not prohibit a neighborhood vehicle or UTV from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection or roundabout.
  6. ATV's shall not be operated at any time upon any street or highway under the Governing Body's jurisdiction.
- B. Every operator of a neighborhood vehicle or UTV shall maintain financial responsibility as required by Chapter 303, RSMo.
- C. Each person operating a neighborhood vehicle or UTV on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.
- D. Compliance with 49 CFR 571.500, as amended, shall be a condition precedent to the City's granting of a special permit for the operation of a low-speed vehicle within the City's corporate boundaries.
- E. No person shall operate a neighborhood vehicle or UTV:



1. In any careless way so as to endanger the person or property of another;
2. While under the influence of alcohol or any controlled substance;
3. Without a securely fastened safety helmet on the head of an individual who operates a UTV or who is being towed or otherwise propelled by a UTV, unless the individual is at least eighteen years of age.
4. No person shall operate a Neighborhood Vehicle or UTV on any park lands within the City of Grain Valley, Missouri, except those Neighborhood Vehicles or UTVs operated by a governmental unit for official use.
5. While carrying passengers in excess of the maximum number of designed seating for the neighborhood or UTV. No passengers are allowed to ride in the dump bed of a UTV on City streets or highways.
6. No operator of a Neighborhood Vehicle or UTV shall carry passengers that are less than sixteen (16) years of age unless the operator is the legal guardian of such passenger(s).

G. A violation of this Section shall be an ordinance violation.

**Section 386.030 Neighborhood Vehicle and UTV Equipment.**

A. Neighborhood Vehicle and UTV Required Equipment.

1. Every Neighborhood Vehicle & UTV operated on public streets shall be equipped in accordance with Chapter 304, RSMo., and in any case will minimally be equipped with the following:
  - a. A lighted headlamp, tail lamp, which shall be in operation at any time from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise or at any other time defined in Section 307.020, RSMo.
  - b. Brake lights and mechanical turn signals front and back.
  - c. A seat belt for the operator and passengers.
  - d. A braking system maintained in good operating condition.
  - e. An adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
  - f. Shall display a slow-moving emblem in conformity with Section 307.127, RSMo., or A bicycle safety flag which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglo in color.

Section 386.040 **Permits and Registration.**

- A. No individual who owns a Neighborhood vehicle or UTV will be permitted to operate said vehicle within the City of Grain Valley unless it has been properly registered and permitted with the City of Grain Valley.
- B. The Chief of Police, or his or her authorized designee, shall hereby be designated as the City Official with the authority to issue permits for neighborhood vehicles and UTVs within the City and collect a fee per the comprehensive fee schedule upon issuance of the permit. No permit shall be issued until the fee is paid.
- C. To register for a Neighborhood Vehicle/UTV permit, an individual must present the Neighborhood Vehicle/UTV for visual inspection by the Chief of Police (or designee) and provide the following:
  1. A completed Neighborhood Vehicle/UTV Vehicle Registration application supplied by the Grain Valley Police Department to include the following:
    - a. Owner's full name
    - b. Owner's Address & location of where vehicle is to be kept
    - c. Driver's license number, State of issuance and copy of driver's license
    - d. Insurance policy number, name of insurance company and contact information
    - e. Vehicle make, model, year and color
  2. Proof of ownership with the year, make and model listed.
  3. A paid property tax receipt listing the UTV. This requirement is waived if the UTV was purchased in the prior or current calendar year. This requirement does not apply to neighborhood vehicles.
  4. Proof of liability insurance that specifically lists the vehicle as referenced by the serial number/VIN number, year of model and meets proper coverage limits required by State laws for licensed motor vehicles.
  5. Proof of registration and proof of insurance shall be carried with the vehicle, and produced upon request of any Law Enforcement Officer. The registration sticker provided by the Grain Valley Police Department should be affixed to the vehicle on the left rear fender.
  6. Registrations shall be renewed every two years on even numbered years.
    - a. If registering and licensing a Neighborhood Vehicle or UTV for the first time on an even year, the permit is valid for up to two years expiring on April 30<sup>th</sup> of the next even numbered year.
    - b. If the permit is issued on an odd year, it is valid until April 30<sup>th</sup> of the upcoming even numbered year.

7. The City will charge a registration and licensing fee as set forth in the Comprehensive Fee Schedule for all new and renewed Neighborhood Vehicles and UTVs. Fees are not prorated.

Section 386.040 **Penalty.**

The penalties set for in Section **100.110**, General Penalty — Continuing Violations, Grain Valley, Missouri Code of Ordinances, shall apply to any violation of this Chapter.

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## Chapter 386

### Operation of ~~Golf Carts and Low-Speed Vehicles~~ Neighborhood Vehicles and Utility Terrain Vehicles on Public Streets

Section 386.010 **Definitions.**

[Ord. No. 2285 §1, 4-8-2013]

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where context clearly indicates a different meaning:

#### ALL-TERRAIN VEHICLE (ATV)

As provided in Chapter 304, RSMo., Any motorized vehicle manufactured and used exclusively for off-highway use. The operator is generally seated in a straddle position and steered by using handlebars. Most are operated with a thumb throttle, but can be altered to use a twist throttle. To brake, operators can use either the brake handle or a foot pedal depending on what type of ATV is being operated. ATVs are open and do not have a cabin. These are also commonly known as a “quad” or “four-wheeler” and generally are meant for a single-rider although some are built for two-riders.

#### **GOLF CART**

A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and ~~that is~~ not capable of exceeding speeds in excess of twenty (20) miles per hour, and otherwise satisfies the definition of "golf cart" as provided in Chapter 304, RSMo.

#### **LOW-SPEED VEHICLE OR "LSV"**

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, and otherwise satisfies the definition of "low-speed vehicle" as provided in Chapter 304, Section 304.029, RSMo.

#### **NEIGHBORHOOD VEHICLE**

A low-speed vehicle or a golf cart as defined in this chapter.

#### UTILITY TERRAIN VEHICLES, UTVs, SIDE-BY-SIDE (SXS)

As provided in Section 301.010 and Chapter 304, RSMo., as “Utility Vehicle” Any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and braking, occupant restraints, and rollover protective structures.

Section 386.020 ~~Municipalities Authorized Operation of Neighborhood Vehicles and UTVs on Public City Streets, Permitted When – Exemptions.~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

~~A. A.~~ Pursuant to the authority granted by Sections 304.029, 304.032, and 304.032 the City may allow by resolution or ordinance, ~~Notwithstanding any other law to the contrary, the Governing Body of any municipality may, by resolution or ordinance,~~ allow persons to operate neighborhood vehicles and UTVs upon any street or highway under the ~~Governing Body's~~City's jurisdiction subject to the following limitations:

- ~~1. No person shall operate a neighborhood vehicle or UTV within the City of Grain Valley on public City streets unless it has been properly registered and permitted with the City of Grain Valley pursuant to the provisions of chapter 386 of the Grain Valley Municipal code with exception of those vehicles owned and operated by a governmental entity for official use.~~
- ~~2. Every person operating a UTV within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Section 304.032, RSMo., and other applicable Missouri law, every person operating a UTV shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter.~~
- ~~3. Every person operating a neighborhood vehicle within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Sections 304.034 and 304.029 RSMo., and other applicable Missouri law, every person operating a neighborhood vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter.~~

~~Every person operating a neighborhood vehicle or UTV shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter and Section 304.029, RSMo. The operator of a neighborhood vehicle or UTV shall observe all traffic laws and local ordinances regarding the rules of the road.~~

~~43. No person shall operate a neighborhood vehicle or UTV within any stream or river in the City of Grain Valley unless the waterways flow within the boundaries of land which the vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. Grain Valley Police Officers and its political subdivision shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.~~

~~4. 1. Golf carts~~Neighborhood vehicles and UTVs shall not be operated at any time on any State or Federal highway ~~with~~ posted speed limits in excess of thirty-five (35) miles per hour. The provisions of this Subsection shall not prohibit a neighborhood vehicle or UTV from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection or roundabout.

~~-  
-~~

- ~~2. No neighborhood vehicle shall operate on a street or a highway with a posted speed in excess of thirty-five (35) miles per hour.~~
- ~~3. Notwithstanding the foregoing, neighborhood vehicles may be operated on public streets and/or State highways with posted speed limits in excess of thirty-five (35) miles per hour, but not more than forty-~~

~~five (45) miles per hour, for sole purpose of crossing a portion of such street or State highway.~~

~~4. No neighborhood vehicle shall cross any street or highway at an intersection where the street or highway being crossed has a posted speed limit of more than forty five (45) miles per hour.~~ 5.

ATV's shall not be operated at any time upon any street or highway under the Governing Body's jurisdiction.

C. Every operator of a neighborhood vehicle or UTV shall maintain financial responsibility as required by Chapter 303, RSMo.

D. Each person operating a neighborhood vehicle or UTV on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.

E. Compliance with 49 CFR 571.500, as amended, shall be a condition precedent to the City's granting of a special permit for the operation of a ~~All~~ low-speed vehicle within the City's corporate boundaries. ~~s-~~ shall be manufactured in compliance with the National Highway Traffic Safety Administration standards for low speed vehicles in 49 CFR 571.500, as amended.

F. No person shall operate a neighborhood vehicle or UTV:

1) In any careless way so as to endanger the person or property of another;

2) While under the influence of alcohol or any controlled substance;

3) Without a securely fastened safety helmet on the head of an individual who operates a UTV or who is being towed or otherwise propelled by a UTV, unless the individual is at least eighteen years of age.

4) No person shall operate a Neighborhood Vehicle or UTV on any park lands within the City of Grain Valley, Missouri, except those Neighborhood Vehicles or UTVs operated by a governmental unit for official use.

5) While carrying passengers in excess of the maximum number of designed seating for the neighborhood or UTV. No passengers are allowed to ride in the dump bed of a UTV on City streets or highways.

6) No operator of a golf cart shall carry passengers that are less than sixteen (16) years of age unless the operator is the legal guardian of such passenger(s).

G. A violation of this Section shall be an ordinance violation.

H. Neighborhood vehicles permitted by this Chapter are not considered a motor vehicle and are exempt from title requirements, State vehicle registration requirements, and emissions compliance certificates, all pursuant to Chapter 301, RSMo.

A. Neighborhood Vehicle and UTV Required Equipment.

1. Every Neighborhood Vehicle & UTV operated on public streets shall be equipped in accordance with Chapter 304, ~~Section 304.034~~, RSMo., and in any case will minimally be equipped with the following:

- a. A lighted headlamp, tail lamp, which shall be in operation at any time from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise or at any other time defined in Section 307.020, RSMo.
- b. Brake lights and mechanical turn signals front and back.
- c. A seat belt for the operator and passengers.
- d. A braking system maintained in good operating condition.
- e. An adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
- f. Shall display a slow-moving emblem in conformity with Section 307.127, RSMo., or A bicycle safety flag which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglo in color.

2. Unless otherwise required by the laws of the State of Missouri, and except as expressly provided in this Chapter, neighborhood vehicles are not subject to title or registration provisions, and are specifically not subject to Chapter 390, other than Section 390.090 (DRIVER'S LICENSE REQUIRED) which shall remain applicable to golf carts, but only as to operation of same on public streets.

Section 386.040 Permits and Registration.

A. No individual who owns a Neighborhood vehicle or UTV will be permitted to operate said vehicle within the City of Grain Valley unless it has been properly registered and permitted with the City of Grain Valley.

B. The Chief of Police, or ~~he~~his or her authorized designee, shall hereby be designated as the City Official with the authority to issue permits for neighborhood vehicles and UTVs within the City and collect a fee per the comprehensive fee schedule upon issuance of the permit. No permit shall be issued until the fee is paid.

C. To register for a Neighborhood Vehicle/UTV permit, an individual must present the Neighborhood Vehicle/UTV for visual inspection by the ~~City Official~~Chief of Police (or designee) and provide the following:

- 1. A completed Neighborhood Vehicle/UTV Vehicle Registration application supplied by the Grain Valley Police Department to include the following:
  - a. Owner's full name
  - b. Owner's Address & location of where vehicle is to be kept



c. Driver's license number, State of issuance and copy of driver's license

d. Insurance policy number, name of insurance company and contact information

e. Vehicle make, model, year and color

2. Proof of ownership with the year, make and model listed.

3. A paid property tax receipt listing the UTV. This requirement is waived if the UTV was purchased in the prior or current calendar year. This requirement does not apply to neighborhood vehicles.

4. Proof of liability insurance that specifically lists the vehicle as referenced by the serial number/VIN number, year of model and meets proper coverage limits required by State laws for licensed motor vehicles.

5. Proof of registration and proof of insurance shall be carried with the vehicle, and produced upon request of any Law Enforcement Officer. The registration sticker provided by the Grain Valley Police Department should be affixed to the vehicle on the left rear fender.

6. Registrations shall be renewed every two years on even numbered years.

a. If registering and licensing a Neighborhood Vehicle or UTV for the first time on an even year, the permit is valid for up to two years expiring on April 30<sup>th</sup> of the next even numbered year.

b. If the permit is issued on an odd year, it is valid until April 30<sup>th</sup> of the upcoming even numbered year.

7. The City will charge a registration and licensing fee as set forth in the Comprehensive Fee Schedule for all new and renewed Neighborhood Vehicles and UTVs. Fees are not prorated.

~~Section 386.030 Golf Cart Equipment and Registration~~

~~{Ord. No. 2285 §1, 4-8-2013}~~

~~A. Golf carts operated on public streets shall be equipped in accordance with the requirements of Chapter 304, Section 304.034, RSMo., and in any case will minimally be equipped with the following:~~

~~1. Headlamps;~~

~~2. Front and rear turn signal lamps;~~

~~3. Taillamps;~~

~~4. Stop lamps;~~

~~5. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear; and~~

~~6. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.~~

~~B. Unless otherwise required by the laws of the State of Missouri, and except as expressly provided in this Chapter, golf carts are not subject to title or registration provisions, and are specifically not subject to Chapter 390, other than Section 390.090 (DRIVER'S LICENSE REQUIRED) which shall remain applicable to golf carts, but only as to operation of same on public streets.~~

~~Section 386.040 **Operation of Neighborhood Vehicles on Public City Streets, Permitted When — Exemptions.**~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

- ~~A. A neighborhood vehicle may be operated upon the public City streets of Grain Valley but not State or Federal highways, other than for purposes of crossing same pursuant to the provisions of Section 386.020, if it meets the requirements of this Chapter. Every person operating a neighborhood vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle.~~
- ~~B. The operator of a neighborhood vehicle shall observe all traffic laws and local ordinances regarding the rules of the road. A neighborhood vehicle may be operated on all public City streets with posted speeds of thirty five (35) miles per hour or less. The provisions of this Subsection shall not prohibit a neighborhood vehicle from crossing a street or highway with a posted speed limit of up to forty five (45) miles per hour at an intersection or roundabout.~~
- ~~C. Neighborhood vehicles shall be exempt from the requirements of Sections 307.350 to 307.402, RSMo., for purposes of titling and registration. Low speed vehicles shall comply with the standards in 49 CFR 571.500, as amended.~~
- ~~D. Every operator of a neighborhood vehicle shall maintain financial responsibility as required by Chapter 303, RSMo.~~
- ~~E. Each person operating a neighborhood vehicle on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.~~
- ~~F. All low speed vehicles shall be manufactured in compliance with the National Highway Traffic Safety Administration standards for low speed vehicles in 49 CFR 571.500, as amended.~~

~~Section 386.050 **Registration.**~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

- ~~A. Neighborhood vehicles operating on public streets under the jurisdiction of the City of Grain Valley shall be registered with the Police Department of the City of Grain Valley. Records of such will be kept by the City Clerk.~~
- ~~B. Each application for registration shall include the following:~~
- ~~1. Basic identifying information for the neighborhood vehicle (make, model, color and such other identifying information as the Police Department deems advisable);~~
  - ~~2. The name and address of the owner of the neighborhood vehicle;~~
  - ~~3. A copy of proof of financial responsibility; and~~

- ~~4.—A certification by the owner that the neighborhood vehicle meets all requirements of this Chapter.~~
- ~~C.—A proof of registration issued by the City of Grain Valley in the form of a receipt for registration and an identification sticker shall constitute all permits required from the City of Grain Valley.~~
- ~~D.—The proof of registration shall be kept in the neighborhood vehicle at all times of operation on a public street, and the current registration sticker shall be conspicuously displayed on the exterior of the neighborhood vehicle.~~
- ~~E.—Registrations must be renewed annually, and will be deemed revoked and invalid if modifications have been made to such neighborhood vehicle which would make the owner's certification of the class of neighborhood vehicle untrue.~~
- ~~F.—The City will charge a thirty dollar (\$30.00) registration and licensing fee for all new or renewed neighborhood vehicles.~~
- ~~1.—Unless otherwise specifically provided, registration and license will be valid for two (2) years.~~
- ~~2.—All registrations and licenses will be issued May first (1st) and will expire April thirtieth (30th) of the second (2nd) year.~~
- ~~3.—The thirty dollar (\$30.00) registration and license fee is prorated as follows:~~

<del>Month Issued</del>	<del>Fee Amount</del>
<del>May</del>	<del>\$30.00</del>
<del>June</del>	<del>\$28.75</del>
<del>July</del>	<del>\$27.50</del>
<del>August</del>	<del>\$26.25</del>
<del>September</del>	<del>\$25.00</del>
<del>October</del>	<del>\$23.75</del>
<del>November</del>	<del>\$22.50</del>
<del>December</del>	<del>\$21.25</del>
<del>January</del>	<del>\$20.00</del>
<del>February</del>	<del>\$18.75</del>

Month Issued	Fee Amount
<del>March</del>	<del>\$17.50</del>
<del>April</del>	<del>\$16.25</del>

~~G. No individual who owns a golf cart or low speed vehicle will be permitted to operate said vehicle unless it has been properly registered and licensed with the City of Grain Valley.~~

~~Section 386.060 Additional Regulations and Exemptions.~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

~~A. Any person operating a neighborhood vehicle on a public street shall be subject to the traffic regulations of Section 304.029, RSMo.~~

~~B. Neighborhood vehicles permitted by this Chapter are not considered a motor vehicle and are exempt from title requirements, State vehicle registration requirements, and emissions compliance certificates, all pursuant to Chapter 301, RSMo.~~

~~Section 386.070 Penalty.~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

Section 386.070 Penalty.

The penalties set for in Section **100.110**, General Penalty — Continuing Violations, Grain Valley, Missouri Code of Ordinances, shall apply to any violation of this Chapter.

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

<b>MEETING DATE</b>	1/24/2022, 2/14/2022	
<b>BILL NUMBER</b>	B22-05	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING CHAPTER 405, SUBDIVISION REGULATIONS, OF THE CODE OF ORDINANCES, IN SECTION 405.030 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS) AND SECTION 405.040 (REQUIRED MINIMUM IMPROVEMENTS GENERALLY)</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<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>	<p>405.030: To clarify the duties and responsibilities of homeowners and property owners' associations, particularly as it concerns detention/retention facilities and ability of the City to abate a nuisance. Provide a procedure to collect the cost of abatement. Clarify Minor Platting requirements.</p> <p>405.040: Clarify the City of Grain Valley requirements for drainage systems.</p>	

<b>BACKGROUND</b>	<p>As part of the City's new NPDES Stormwater Permit, the Missouri Department of Natural Resources (MDNR) has requirements for design and maintenance of stormwater systems. Since the duties of homeowners/property owner's association were not spelled out, the additional language spells out those requirements as well as some design changes.</p> <p>Minor Plats are approved administratively and are not required to have planning and zoning approval, so the signature requirements were altered to reflect this procedure.</p>
<b>SPECIAL NOTES</b>	None
<b>ANALYSIS</b>	Refer to Staff Report
<b>PUBLIC INFORMATION PROCESS</b>	Proposed changes were brought before the Planning & Zoning Commission for discussion on January 12, 2022.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	The Planning and Zoning Commission has reviewed the proposed changes and unanimously recommends approval to the BOA.
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Planning and Zoning Commission Resolution 2022-01, Staff Report

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-05

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
January 24, 2022 (6-0)

**AN ORDINANCE AMENDING CHAPTER 405, SUBDIVISION REGULATIONS, OF THE CODE OF ORDINANCES, IN SECTION 405.030 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS) AND SECTION 405.040 (REQUIRED MINIMUM IMPROVEMENTS GENERALLY)**

**WHEREAS**, the Planning and Zoning Commission proposed a text amendment to Chapter 405 to make changes to the Code of Ordinances of the City of Grain Valley to spell out duties and requirements of homeowner/property owners association, provide a procedure for the City to abate a nuisance and collect restitution; and

**WHEREAS**, Missouri Department of Natural Resources requires changes to the City's Code of Ordinances to comply with current requirements of the City's NPDES stormwater permit; and

**WHEREAS**, Minor Plats are approved administratively and do not require Planning and Zoning approval; and

**WHEREAS**, on January 12, 2022, the Planning and Zoning Commission considered the proposed changes to Chapter 405; and

**WHEREAS**, after consideration, the Planning and Zoning Commission, by a vote of 6 in favor and 0 against, recommended approval of the proposed changes to Chapter 405 of the City of Grain Valley's Code into compliance and make other technical amendments, and

**WHEREAS**, the exhibits, and all documents presented to the Planning and Zoning Commission were submitted to the Board of Aldermen as the Planning and Zoning Commission's final report on the proposed text amendments; and

**WHEREAS**, the Planning and Zoning Commission now desires to amend Chapter 405 of the Code of Ordinances of the City of Grain Valley to included amended text in Section 405.030 (Subdivision Application Procedure and Approval Process) and Section 405.040 (Required Minimum Improvements Generally).

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

**SECTION 1:** That Chapter 405, Subdivision Regulations, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

## Section 405.030 Subdivision Application Procedure and Approval Process

### A. *Applicability*

7 Homeowners/Property Owners Association. The owner/developer shall file a declaration of restrictions and a declaration of association with the preliminary and final plats when approval is sought, setting forth the conditions and other features of the association. The owner/developer shall supply to the Board of Alderman and Planning and Zoning Commission a copy of the articles of incorporation and a complete set of by-laws of the association. Said declaration of restrictions and declaration of association shall be recorded along with the final plat.

- a. Membership in the association shall be mandatory for each owner of real property within the Subdivision.
- b. The association corporation shall at all times be in good standing registered with the Office of the Missouri Secretary of State.
- c. Common open space, subdivision entrance structures, clubhouses, pools, recreational ground, and certain stormwater facilities must be owned and maintained by the association in perpetuity. The association shall be responsible for payment of property taxes on and maintenance of all common areas and facilities, maintenance of liability insurance and other related duties of ownership. Upon completion of relevant phase, designated stormwater conveyance, retention, detention, and BMP facilities located on common space shall be maintained by the association. In the event of failure to maintain such facilities to the standards required by the City and the approved development plans, abatement shall be authorized.

~~7-8.~~ Fees. Fees shall be based on a schedule of fees and charges established and approved by the Board of Aldermen and set out in Article III. Section **140.050** of the Code.

~~8-9.~~ Construction Permits shall be obtained prior to construction of any utilities, on a form provided by the City.

10. Abatement Process and Tax Bills. The Codes Enforcement Officer shall give such owner or Homeowners/Property Owners Association notice of violation via personal service to and Officer of the Association or by U.S. mail to owner or an officer or by posting such notice upon the subject property. Said notice of the Association to owner or officer of the Association that the nuisance shall be corrected not later than thirty (30) days from mailing or delivery (whichever occurs). Said notice shall also state the City will enter onto the property to correct said nuisance if not corrected within said thirty (30) day period. A two (2) day extension may be granted if requested by citizen before the thirty (30) day period has expired. Said notice shall also state that all charges for such abatement will be levied against such property owner and said charges will be a lien upon said property. In addition, said notice shall advise the property owner shall also be subject to prosecution in the municipal court of Grain Valley for such violation. In case the nuisance has not been abated within the thirty (30) days, the Codes Enforcement Officer shall have the



nuisance abated and shall certify the cost of same to the City Clerk. Notice required herein shall be made to all property owners to the extent practicable.

The City Clerk shall cause a special tax bill therefor against the property to be prepared and to be collected by the Collector with other taxes assessed against the property; and the tax bill from the date of issue shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity, and no mere clerical error or informality in the same, or in the proceedings leading up to issuance, shall be a defense thereto. Each special tax bill shall be issued by the City Clerk and delivered to the Collector on or before the first (1<sup>st</sup>) of June of each year. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

B. *Platting Procedures*

1. *Minor Subdivision*

c. *Information.*

(9) Signature blocks for the follow certifications:

(c) Certification of approval to be signed by Mayor, City Clerk, ~~Planning and Zoning Commission Chairman and Secretary~~ Community Development Director and County Assessor.

3. *Final plat.*

b. *Information*

(15) Information required to be recorded on the final plat or a reference to documents required to be recorded with the final plat. Such information shall include, but be limited to, declaration of restrictions and declaration of association covenants that run with the land and conditions of final plat approval imposed by the Board of Aldermen.

Section 405.040 **Required Minimum Improvements Generally**

E. ~~*Storm Sewers-Drainage Systems.*~~ All ~~storm sewers-drainage systems~~ constructed within the City of Grain Valley shall be in accordance with the APWA specifications, as adopted, ~~and~~ the Missouri Department of Natural Resources and the City of Grain Valley standard details ~~the following.~~

2. ~~*Open improved channels*~~

b. It is the policy of the City to locate and design streets, lots, and open space in such a manner as to reduce the velocity of overland flow, allow the maximum opportunity for infiltration of storm water into the ground, and to preserve existing streams, channels, detention basins and floodplain areas as open space.

c. Provisions shall be made to provide detention and/or retention facilities to control downstream runoff in accordance with APWA specifications and the City of Grain Valley's Standard Details.

~~b-d.~~ Lined channels. Concrete, grouted riprap and gabions may be used upon approval to convey storm water where it exceeds the requirements for piped storm sewers and grassed swales and natural channels and creeks are not located on the property. Channels shall be sized to carry flow from a 25-year storm entirely within the limits of the channel. All lined channels shall be constructed on dedicated easements. The easement width shall be a minimum of seven and one-half (7<sup>1</sup>/<sub>2</sub>) feet beyond the outside edge or wall of the actual lined section.

**SECTION 2:** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**SECTION 3:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

**SECTION 4:** All existing Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2022, 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

RESOLUTION NO: 2022-01

**A RESOLUTION OF THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, RECOMMENDING TO THE BOARD OF ALDERMEN THAT CHAPTER 405, SUBDIVISION REGULATIONS, OF THE CODE OF ORDINANCES BE AMENDED IN SECTION 405.030 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS) AND SECTION 405.040 (REQUIRED MINIMUM IMPROVEMENTS GENERALLY).**

**WHEREAS**, the Planning & Zoning Commission of the City of Grain Valley, Missouri now desires to recommend to the Board of Aldermen of the City that Chapter 405 of the Code of Ordinances of the City of Grain Valley be amended in Section 405.030 (Subdivision Application Procedure and Approval Process) pertaining to responsibilities of homeowners and property owners' associations and the ability of the City to abate a nuisance and clarify minor platting requirements; and

**WHEREAS**, the Planning and Zoning Commission of the City of Grain Valley, Missouri now desires to recommend to the Board of Aldermen of the City that Chapter 405 of the Code of Ordinances of the City of Grain Valley be amended in Section 405.040 (Required Minimum Improvements Generally) pertaining to requirements for drainage systems.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, AS FOLLOWS, TO WIT:**

**SECTION 1.** That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Grain Valley, Missouri be amended to read as follows:

**Section 405.030** Subdivision Application Procedure and Approval Process

*A. Applicability*

7 Homeowners/Property Owners Association. The owner/developer shall file a declaration of restrictions and a declaration of association with the preliminary and final plats when approval is sought, setting forth the conditions and other features of the association. The owner/developer shall supply to the Board of Alderman and Planning and Zoning Commission a copy of the articles of incorporation and a complete set of by-laws of the association. Said declaration of restrictions and declaration of association shall be recorded along with the final plat.

- a. Membership in the association shall be mandatory for each owner of real property within the Subdivision.
- b. The association corporation shall at all times be in good standing registered with the Office of the Missouri Secretary of State.

c. Common open space, subdivision entrance structures, clubhouses, pools, recreational ground, and certain stormwater facilities must be owned and maintained by the association in perpetuity. The association shall be responsible for payment of property taxes on and maintenance of all common areas and facilities, maintenance of liability insurance and other related duties of ownership. Upon completion of relevant phase, designated stormwater conveyance, retention, detention, and BMP facilities located on common space shall be maintained by the association. In the event of failure to maintain such facilities to the standards required by the City and the approved development plans, abatement shall be authorized.

7-8. Fees. Fees shall be based on a schedule of fees and charges established and approved by the Board of Aldermen and set out in Article III. Section **140.050** of the Code.

8-9. Construction Permits shall be obtained prior to construction of any utilities, on a form provided by the City.

10. Abatement Process and Tax Bills. The Codes Enforcement Officer shall give such owner or Homeowners/Property Owners Association notice of violation via personal service to and Officer of the Association or by U.S. mail to owner or an officer or by posting such notice upon the subject property. Said notice of the Association to owner or officer of the Association that the nuisance shall be corrected not later than ten (10) days from mailing or delivery (whichever occurs). Said notice shall also state also state the City will enter onto the property to correct said nuisance if not corrected within said thirty (30) day period. A two (2) day extension may be granted if requested by citizen before the thirty (30) day period has expired. Said notice shall also state that all charges for such abatement will be levied against such property owner and said charges will be a lien upon said property. In addition, said notice shall advise the property owner shall also be subject to prosecution in the municipal court of Grain Valley for such violation. In case the nuisance has not been abated within the thirty (30) days, the Codes Enforcement Officer shall have the nuisance abated and shall certify the cost of same to the City Clerk. Notice required herein shall be made to all property owners to the extent practicable.

The City Clerk shall cause a special tax bill therefor against the property to be prepared and to be collected by the Collector with other taxes assessed against the property; and the tax bill from the date of issue shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity, and no mere clerical error or informality in the same, or in the proceedings leading up to issuance, shall be a defense thereto. Each special tax bill shall be issued by the City Clerk and delivered to the Collector on or before the first (1<sup>st</sup>) of

June of each year. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

B. *Platting Procedures*

1. *Minor Subdivision*

c. *Information.*

(9) Signature blocks for the follow certifications:

(c) Certification of approval to be signed by Mayor, City Clerk, ~~Planning and Zoning Commission Chairman~~ and ~~Secretary-Community Development Director~~ and County Assessor.

3. *Final plat.*

b. *Information*

(15) Information required to be recorded on the final plat or a reference to documents required to be recorded with the final plat. Such information shall include, but be limited to, declaration of restrictions and declaration of association covenants that run with the land and conditions of final plat approval imposed by the Board of Aldermen.

**SECTION 2.** That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Grain Valley, Missouri be amended to read as follows:

Section 405.040 **Required Minimum Improvements Generally**

E. ~~*Storm-Sewers-Drainage Systems.*~~ All storm-sewers-drainage systems constructed within the City of Grain Valley shall be in accordance with the APWA specifications, as adopted, and the Missouri Department of Natural Resources and the City of Grain Valley standard details the following:

1. ~~*Open improved-channels*~~

b. It is the policy of the City to locate and design streets, lots, and open space in such a manner as to reduce the velocity of overland flow, allow the maximum opportunity for infiltration of storm water into the ground, and to preserve existing streams, channels, detention basins and floodplain areas as open space.

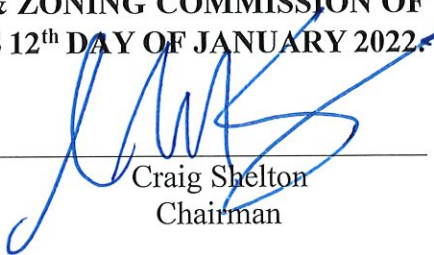
c. Provisions shall be made to provide detention and/or retention facilities to control downstream runoff in accordance with APWA specifications and the City of Grain Valley's Standard Details.

~~b-d.~~ Lined channels. Concrete, grouted riprap and gabions may be used upon approval to convey storm water where it exceeds the requirements for piped storm sewers and grassed swales and

natural channels and creeks are not located on the property. Channels shall be sized to carry flow from a 25-year storm entirely within the limits of the channel. All lined channels shall be constructed on dedicated easements. The easement width shall be a minimum of seven and one-half (7<sup>1</sup>/<sub>2</sub>) feet beyond the outside edge or wall of the actual lined section.

**SECTION 3.** That this Resolution shall be in full force and effect immediately upon its execution by the Planning & Zoning Commission of the City of Grain Valley, Missouri.

**PASSED AND APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, THIS 12<sup>th</sup> DAY OF JANUARY 2022.**

  
\_\_\_\_\_  
Craig Shelton  
Chairman

ATTEST:

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



**STAFF REPORT**

**Chapter 405 Amendment – Subdivision Regulations**

**January 24, 2022**

**PURPOSE:**

Staff is requesting the Board of Aldermen approve amendments to Section 405.030 and Section 405.040 to clarify requirements of homeowners and property owners' associations as it applies to property owned and maintained by the association and to amend the minor platting procedure.

The amendments to Section 405.030 also provide a procedure for the City to abate a nuisance due to lack of maintenance by the association.

**BACKGROUND:**

The City of Grain Valley renewed its Stormwater NPDES permit (MS4 Permit) in 2021. The new permit issued by the Missouri Department of Natural Resources (MDNR) has significantly stricter requirements for maintenance of association owned and maintained drainage detention basins and structures.

Section 405.030 currently provides a requirement for the Planning and Zoning Chairman and Secretary sign minor plats. However, minor plats are approved administratively, and the Planning and Zoning Commission does not review and approve minor plats. Therefore, this requirement is being revised for the Community Development Director to approve and sign the minor plat.

MDNR also required a procedure for the City to abate problems with the drainage facilities should the association fail to do so. Therefore, Section 405.040 is proposed to be amended to provide for the responsibilities of the associations and a procedure for abatement should the association fail to maintain their facilities.

**ANALYSIS:**

The proposed amendments to Section 405.030 would provide for the following:

- 1) Requirements of a Homeowners/Property Owners Association, including required membership, good standing with the Office of the Missouri Secretary of State and ownership and maintenance responsibilities.
  - 2) A procedure for the City of Grain Valley to abate a nuisance should the association fail to maintain their facilities.
  - 3) Revise the signature approval for minor plats from the Planning and Zoning Commission Chairman and Secretary to the Community Development Director.
-



*Community Development  
Dick Tuttle, City Engineer*

**PAGE 2 – STAFF REPORT**

The proposed amendments to Section 405.040 would provide for the following:

- 1) Changes to the design of drainage systems to clarify open channel requirements and require detention/retention facilities in accordance with APWA specifications and the City of Grain Valley's Standard Details.

During 2021, Community Development Staff had several meetings with MDNR staff to discuss the requested changes to the City's Code of Ordinances requirements for detention/retention and other drainage facilities owned and maintained by associations. These changes are a requirement of the City's new permit.

**STAFF RECOMMENDATION:**

Staff recommends approval.

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

<b>MEETING DATE</b>	1/24/2022, 2/14/2022	
<b>BILL NUMBER</b>	B22-06	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING CHAPTER 501, LAND DISTURBANCE PERMIT, OF THE CODE OF ORDINANCES, IN SECTION 501.020 (DEFINITIONS), SECTION 501.060 (RESPONSIBILITY OF PERMIT HOLDER), SECTION 501.090 (PENALTIES) AND A NEW SECTION 501.200 (POST CONSTRUCTION STORMWATER CONTROL)</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<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>	<p>501.020: Add definitions for detention/retention, modify definition of drainage way, add a definition for Grain Valley Standard Details and modify the definition for Land Disturbance Permit.</p> <p>501.060: Add Section D requiring permit holders to provide inspections on larger developments.</p> <p>501.090: Replace Director of Public Works with Community Development Director.</p> <p>501.200: Provide standards for maintenance of stormwater management facilities after completion of construction.</p>	

<b>BACKGROUND</b>	<p>As part of the City's new NPDES Stormwater Permit, the Missouri Department of Natural Resources (MDNR) has requirements for design and maintenance of stormwater systems. Since the standard of maintenance wasn't spelled out in the City's Code, MDNR is requiring that it be added. The additional language spells out those requirements as well as providing definitions needed for the new section.</p> <p>Public Works Director was changed to Community Development Director since Public Works Director position no longer exists.</p>
<b>SPECIAL NOTES</b>	None
<b>ANALYSIS</b>	Refer to Staff Report
<b>PUBLIC INFORMATION PROCESS</b>	None
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Staff Report

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-06

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
January 24, 2022 (6-0)

**AN ORDINANCE AMENDING CHAPTER 501, LAND DISTURBANCE PERMIT, OF THE CODE OF ORDINANCES, IN SECTION 501.020 (DEFINITIONS), SECTION 501.060 (RESPONSIBILITY OF PERMIT HOLDER), SECTION 501.090 (PENALTIES) AND A NEW SECTION 501.200 (POST CONSTRUCTION STORMWATER CONTROL)**

**WHEREAS**, Missouri Department of Natural Resources (MDNR) requires changes to the City's Code of Ordinances to comply with current requirements of the City's newly issued NPDES stormwater permit; and

**WHEREAS**, MDNR requires that the City provide for requirements, penalties and ability to abate problems with privately owned and maintained stormwater facilities.

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

**SECTION 1:** That Chapter 501, Land Disturbance Permit, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

**Section 501.020 Definitions**

DETENTION/RETENTION

A basin or structure to temporarily store stormwater runoff with the goal of controlling peak discharge and pollutants.

DRAINAGE WAY

Any natural or artificial channel with a definite bed and banks that conveys surface runoff throughout the site continuously or periodically.

GRAIN VALLEY STANDARD DETAILS

A manual published by the City of Grain Valley that provides minimum standards for design of public infrastructure facilities as updated from time to time.

LAND DISTURBANCE PERMIT

Any permit issued by the municipality for sites under one (1) acre or the Missouri Department of Natural Resources for sites exceeding one (1) for

which the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

#### Section 501.060 **Responsibility of Permit Holder**

D. For large development sites as required by the City, it shall be the responsibility of the permit holder to provide inspections at least once per week and within twenty-four (24) hours of rain events exceeding one (1) inch of rainfall. Copies of inspection reports shall be provided to the City

#### Section 501.090 **Penalties**

##### A. *First Violation.*

1. The ~~Director of Public Works~~ City Engineer, Community Development or their designee may take any or all the following actions: issue a stop work order; discontinue all inspections for any site contributing to the violation; withhold certificate(s) of occupancy, including temporary certificates of occupancy(s) or issue a citation for any site contributing to the violation. City staff may order City erosion control contractor to install any and all measures to bring erosion control into compliance with this Chapter. Permit holder will be required to pay City's actual and administrative costs incurred while correcting erosion control deficiencies.

#### Section 501.200 Post Construction Stormwater Control

- A. Except as expressly provided herein for the public portion of the stormwater system, the developer and its successors and assigns, including the homeowners/property owners association, shall at all times adequately maintain the stormwater management system and BMP facilities as approved for the development in the approved plans. The facilities shall include all pipes and channels built to convey stormwater to the BMP facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of stormwater runoff. "Adequate maintenance" is herein defined as maintained in good working condition so that the stormwater management system and the BMP facilities fully and completely perform and function as designed and do not adversely affect other elements of the overall stormwater system.
- B. In the event that the developer, homeowners/property owners association or successor owner or association fail to maintain the stormwater facilities adequately, the Community Development Director, City Engineer or their designee shall provide written notice of required maintenance and provide thirty (30) days in which to complete said maintenance. Notice required herein shall be made to all property owners to the extent practicable.

- C. In the event of failure of the owner, developer, or association to comply and complete the required maintenance, abatement by the City shall be authorized. Upon completion of the abatement, the Community Development Director or City Engineer shall certify all costs of such abatement, including enforcement and expenses of staff time incurred in the remediation of the deficiency, to the City Clerk. The City Clerk shall cause a special tax bill to be collected by the Collector, therefor or add the cost thereof to the annual real estate tax bill to be assessed proportionally against all lots and lot owners within the development in equal amount per individual lot owner. The amount caused by the City Clerk to be assessed shall be a lien against all lots in the development. Each special tax bill shall be issued by the City Clerk and delivered to the Collector on or before the first (1<sup>st</sup>) day of June of each year. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

**SECTION 2:** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**SECTION 3:** The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

**SECTION 4:** All existing Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2022, 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:

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Lauber Municipal Law  
City Attorney

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

**STAFF REPORT**

**Chapter 501 Amendment – Land Disturbance Permit**

**January 24, 2022**

**PURPOSE:**

Staff is requesting the Board of Aldermen approve amendments to Section 501.020, Section 501.060, Section 501.090 and add a new Section 501.200 to add and modify definitions and clarify and add responsibilities of homeowners and property owners' associations as it applies to construction and maintenance of drainage facilities and detention/retention facilities.

**BACKGROUND:**

The City of Grain Valley renewed its Stormwater NPDES permit (MS4 Permit) in 2021. The new permit issued by the Missouri Department of Natural Resources (MDNR) has significantly stricter requirements for maintenance of association owned and maintained drainage detention basins and structures.

Section 501.020 adds and modifies definitions to help clarify requirements proposed in Section 501.060 and Section 501.200. Section 501.090 changes Director of Public Works to Community Development Director, since the position of Director of Public Works no longer exists.

MDNR required a procedure for the City to spell out by Ordinance maintenance requirements of stormwater facilities after they are constructed and provide a method for the City to abate problems with the drainage facilities should the association fail to do so. Therefore, Section 501.200 is proposed to be added to provide for the responsibilities of the owners of stormwater facilities and a procedure for abatement should the owner or association fail to maintain these facilities.

**ANALYSIS:**

The proposed amendments to Section 501.02 would provide for the following:

- 1) Add the definition of Detention/Retention facilities.
- 2) Amend the definition of Drainage Way for additional clarification.
- 3) Add a definition of Grain Valley Standard Details.
- 4) Modify the definition of Land Disturbance Permit to the requirement for a permit from MDNR for sites exceeding 1 acre.

The proposed amendments to Section 501.060 would provide for the following:

- 1) Add the responsibility that developers of large sites provide inspection of erosion control methods and provide inspection reports to the City.
-



*Community Development  
Dick Tuttle, City Engineer*

Change section 501.090 to remove the Director of Public Works and add Community Development Director since the position of Director of Public Works no longer exists and the Community Development Director now has those responsibilities.

The proposed Section 501.200 is added as required by MDNR to provide Post Construction Stormwater Control responsibilities for facilities owned by the developer and/or a homeowners/property owners association. This section also provides a method for the City to abate issues with these facilities if they are not properly maintained.

During 2021, Community Development Staff had several meetings with MDNR staff to discuss the requested changes to the City's Code of Ordinances requirements for detention/retention and other drainage facilities owned and maintained by developers and associations. These changes are a requirement of the City's new permit.

**STAFF RECOMMENDATION:**  
Staff recommends approval.



*Staff  
Reports*

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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: January, 2022	
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 (citations / informations) pending at start of month	110	1,798	393
B. Cases (citations / informations) filed	4	14	23
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	2	11	8
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	1	0
6. dismissed by court	0	4	6
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>2</b>	<b>16</b>	<b>14</b>
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	112	1,796	402
E. Trial de Novo and / or appeal applications filed	0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>			
		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	39	# Issued during period	6
2. # Served/withdrawn during reporting period	13	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	466		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>I. COURT INFORMATION</b>	Municipality:     GRAIN VALLEY	Reporting Period:     January, 2022
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**V. DISBURSEMENTS**

<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	\$ 1,995.63		\$
Clerk Fee - Excess Revenue	\$ 156.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 4.81		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	<b>\$ 2,156.44</b>		<b>\$</b>
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			<b>\$</b>
Fines - Other	\$ 4,364.00		\$
Clerk Fee - Other	\$ 324.00		\$
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	\$ 39.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 278.07		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 9.99		\$
Law Enforcement Training (LET) Fund surcharge	\$ 80.00		\$
Domestic Violence Shelter surcharge	\$ 160.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 3.00		\$
Restitution	\$ 100.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	<b>\$ 5,358.06</b>	<b>Total Other Disbursements</b>	<b>\$ 0.00</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$ 7,514.50</b>
	\$	<b>Bond Refunds</b>	<b>\$ 913.00</b>
	\$	<b>Total Disbursements</b>	<b>\$ 8,427.50</b>

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

***Board of Aldermen Report  
February 2022***

***(For the Month of January; 2022 YTD)***

**Permits Issued – 51; YTD 51**

NSFR – 12; YTD 12  
Duplex – 0; 0  
Commercial New – 0; YTD 0  
Commercial Other – 1; YTD 1  
Residential other – 12; YTD 12  
Fence – 5; YTD 5  
Roof -5; YTD 5  
Pools – 0; YTD 0  
Demo – 0; YTD 0  
Right-of-Way – 14; YTD 14  
Construction – 0; YTD 0  
Signs – 0; YTD 0  
Planning/Zoning – 2; YTD 2

**Codes Enforcement & Inspections – 388; YTD 388**

Total Building Inspections – 159; YTD 159  
    Residential – 128; YTD 128  
    Commercial – 23; YTD 23  
    Misc. Stops- 8; YTD 8  
Code Violation Inspections – 215; YTD 215  
    New – 138; YTD 138  
    Closed- 77; YTD 77  
Utility Inspections – 14; YTD 14  
    Sewer – 12; YTD 12  
    Water – 0; YTD 0  
    Sidewalks – 0; YTD 0  
    Driveways – 2; YTD 2  
    Right-of-Way – 0; YTD 0  
    Final Grade – 0; YTD 0  
    PW Finals – 0; YTD 0

**Public Works**

Work Orders Completed – 86; YTD 86  
Utility Locate Requests – 345; YTD 345  
Water Main Taps – 1; YTD 1  
Water Meters –  
    New Construction Install – 4; YTD 4  
    Repairs – 2; YTD 2  
    Replacement – 0; YTD 0  
    Replacement Program – 0; YTD 0

**Additional Items –**

2 snow events (Jan 1st, 15<sup>th</sup>)  
Assisted Fleet maintenance as needed for truck repairs for equipment outfitting  
Completed 2022 Hydrant program, PW inspected 340 Fire hydrants, made sure they were in operating condition and no problems.  
PW fixed minor problems when on site conducting the inspection program.  
Repair 3 water service lines hit by boring contractor while installing other utilities.  
Repaired a total of 10 valve boxes found to be damaged by mowers and buried during construction.

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# CITY OF GRAIN VALLEY

## MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator  
TO: Mayor & Board of Aldermen  
CC: Ken Murphy, City Administrator  
DATE: February 8, 2022  
SUBJECT: Human Resources Update

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### January in Review

- Annual Statements prepared

### Current Positions Available

#### *Full-Time*

<b>Position</b>	<b>Date Open</b>	<b>Applicants</b>	<b>Status</b>
Public Works Maintenance Worker	4/7/2021	17	Pending Interview
School Resource Officer	11/30/2021	6	Testing
Public Works Maintenance Assistant	12/13/2021	2	Accepting applications
Police Officer (2)	12/22/2021	10	(2) Conditional Offers
Recreation Specialist	1/24/2022	12	Reviewing applications
Public Information Officer	2/01/2022	6	Reviewing applications

#### *Part-Time*

- None

#### *Seasonal*

<b>Position</b>	<b>Date Open</b>	<b>Applicants</b>	<b>Status</b>
Concession Attendant	1/23/2022	7	Accepting applications until 2/27/2022
Swim Instructor	1/23/2022	0	Open until filled
Park Maintenance	2/1/2022	0	Open until filled

### Promotions

- Human Resources/Payroll Coordinator – Melissa Strader

### Recently Filled Positions

- Building Inspector (part-time) – Eddie Saffell

Anniversary

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Shannon Davies	P&R	16
James Beale	PD	13
Bill Welsh	CD	10
Theresa Osenbaugh	ADM	5
Bethany Searcy	PD	1



City of Grain Valley  
2021-2025  
Strategic Plan

*December 2021  
Strategies Update*

# Administration

## Economic Development

### *Administration 6 Month Strategies: July-December 2021*

Grain Valley is committed to intentional investments which results in prosperous opportunities for businesses and residents.

Grain Valley will recruit businesses that are suited to the community to increase the number of local businesses from an average of 288 businesses by 10% in December 2025.

**Strategy:** The City will have finalized the Economic Development Policies and Procedures guide by identifying and adopting the targeted industries that are most suitable for the growth, the local workforce, and connections to those businesses already located in Grain Valley.

**Status:** Target industries were discussed with the Board of Aldermen. Data will be reviewed once gathered by the Grain Valley Partnership's business retention survey to gain insight on the needs of Grain Valley's current businesses.

## Brand Identity

### *Administration 6 Month Strategies: July-December 2021*

Grain Valley is a community dedicated to knowing who we are and what makes us unique.

The City will move from having an undefined, non-pervasive understanding of identity to having a clearly defined, known throughout and attractational place brand by December 2021.

**Strategy:** The City will enter into an agreement and make significant progress towards a defined place brand strategy by December 2021.

**Status:** The City has contracted with candid marketing, inc. to develop a community brand. The public comment and information gathering period has ended and candid will bring concepts to the City in early 2022.

## Community Sustainability

### *Administration 6 Month Strategies: July-December 2021*

Grain Valley cultivates a sustainable community structure by fostering a mindset of forward thinking, adaptability and being responsible stewards of assets.

The City will decrease the five-year voluntary resignation average from 7.32% to 5% by December 2025.

**Strategy:** The City will finalize an employee survey by December 2021 to be distributed in 2022.

**Status:** The format, including questions and scheduling of sessions, for an Employee Experience Assessment has been created and will begin in January 2022.

The City will increase the number of citizens who are satisfied or very satisfied with communication from the City from 54% to 60% through proactive communication to the community by December 2023.

**Strategy:** The City will design and implement a process for employees to easily refer the public to appropriate resources for frequently encountered questions by December 2021.

**Status:** A final draft of a informational card has been created. It will be available for distribution to the public in 2022.

The City will move from a 20<sup>th</sup> century technological mindset to a 21<sup>st</sup> century technological mindset which strengthens, maintains, and upgrades technology infrastructure and systems, providing adequate access and capacity by December 2025.

**Strategy:** The City will implement the first phase of the Missouri Show Me Courts software program to use in the Municipal Court System by December 2021.

**Status:** Jetpay will be installed in early January, which will allow for payments to be made online for the system. The municipal court hopes to be live by the end of January 2022.

**Strategy:** The City will define a plan, including cost and company, for transitioning from a paper permit and licensing system to an online process by December 2021.

**Status:** Multiple demonstrations of various platforms have been completed and a vendor has been selected for further consideration. Funds have been placed in the 2022 budget to move forward with the upgrade.

# Community Development

## Community Sustainability

### *Community Development 6 Month Strategies: July-December 2021*

Grain Valley cultivates a sustainable community structure by fostering a mindset of forward thinking, adaptability and being responsible stewards of assets.

The City will proactively monitor systems and standards which support and foster quality development, increasing the number of citizens who are satisfied or very satisfied with City planning from 36% to 50% by December 2025.

**Strategy:** Chapter 225 (Nuisances) will be fully reviewed, updated, and presented to the Board of Aldermen for approval and codification by December 2021.

**Status:** Proposed changes have been identified and will be discussed with the Board of Aldermen prior to adoption.

**Strategy:** The City's Construction Standards and Detail Drawings will be fully reviewed and updated by December 2021.

**Status:** Construction Standards and Detail Drawings were updated in July 2021.

**Strategy:** The City's Stormwater Master Plan will be updated by December 2021.

**Status:** The plan is currently being finalized by Lamp Rynearson, the city's consultant.

Finance



## Community Sustainability

### ***Finance 6 Month Strategies: July-December 2021***

Grain Valley cultivates a sustainable community structure by fostering a mindset of forward thinking, adaptability and being responsible stewards of assets.

The City will proactively monitor systems and standards which support and foster quality development, increasing the number of citizens who are satisfied or very satisfied with City planning from 36% to 50% by December 2025.

**Strategy:** The Utility Billing division will review the existing Standard Operating Procedures (SOP) and create a manual for internal use by December 2021.

**Status:** The Standard Operating Procedures have been reviewed and updated by the division.

The City will increase the number of citizens who are satisfied or very satisfied with communication from the City from 54% to 60% through proactive communication to the community by December 2023.

**Strategy:** The Finance Department will explore options and have selected a method to provide a user friendly budget document to the public by December 2021.

**Status:** The Finance Department conducted an internal review of public sector budgeting systems that offer an interactive public interface. Funds were allocated in the 2022 budget to move forward with a platform to showcase this to the public.

**Strategy:** The Finance Department will improve the website by adding user friendly information relating to City financial information by December 2021.

**Status:** Information on the City's debt has been compiled including type of debt, payment schedules and outstanding totals. This will be placed in the City's website with further information to come as budgeting systems are finalized.

# Parks & Recreation

## Economic Development

### *Parks and Recreation 6 Month Strategies: July-December 2021*

Grain Valley is committed to intentional investments which result in prosperous opportunities for businesses and residents.

Grain Valley will increase the 3 year average length that a local business has remained open from 4.55 years to 5.0 years by December 2025.

**Strategy:** The pedestrian trails connecting the Blue Branch Creek bridge to the Sni-A-Bar Farms neighborhoods, high school campus and downtown business corridor will be completed by August 2021.

**Status:** The pedestrian trails have been completed as scheduled allowing for increased walkability to businesses and other amenities.

## **Community Sustainability**

### ***Parks and Recreation 6 Month Strategies: July-December 2021***

Grain Valley cultivates a sustainable community structure by fostering a mindset of forward thinking, adaptability and being responsible stewards of assets.

The City will proactively monitor systems and standards which support and foster quality development, increasing the number of citizens who are satisfied or very satisfied with City planning from 36% to 50% by December 2025.

**Strategy:** The pedestrian trails connecting the Blue Branch Creek bridge to the Sni-A-Bar Farms neighborhoods, high school campus and downtown business corridor will be completed by August 2021.

**Status:** The pedestrian trails have been completed as scheduled.

**Strategy:** The City will prepare all documents to release an RFQ for design services, scope and engineer's estimate for an upgrade to Armstrong Park by integrating an All-Inclusive Playground by December 2021.

**Status:** A proposed task order for the engineering and design bid document is being finalized with anticipation of releasing for bids in early 2022.

The City will increase the number of citizens who are satisfied or very satisfied with communication from the City from 54% to 60% through proactive communication to the community by December 2023.

**Strategy:** The "Friends of the Park" program will be fully implemented by December 2021.

**Status:** Due to staffing transitions, this goal has been extended to 2022.

**Strategy:** The Did You Know (DYK) program will be created by December 2021 with an anticipated implementation in 2022.

**Status:** Due to staffing transitions, this goal has been extended to 2022.

Police Department

## Community Sustainability

### *Police Department 6 Month Strategies*

Grain Valley cultivates a sustainable community structure by fostering a mindset of forward thinking, adaptability and being responsible stewards of assets.

The City will decrease the five-year voluntary resignation average from 7.32% to 5% by December 2025.

**Strategy:** The Police Department will complete a security survey of City Hall, Community Center and Maintenance Facilities by December 2021.

**Status:** Security survey was conducted and identified needs are being reviewed for action.

**Strategy:** The Police Department will conduct Active Intruder Training with all City Employees by December 2021.

**Status:** ALICE training was conducted in November 2021.

The City will increase the number of citizens who are satisfied or very satisfied with communication from the City from 54% to 60% through proactive communication to the community by December 2023.

**Strategy:** The Police Department will have all patrol officers successfully complete the Crisis Intervention Training (CIT) by December 2021.

**Status:** Due to staffing issues, 5 remaining officers will complete CIT training in the upcoming 6 months to complete the goal.

The City will move from a 20<sup>th</sup> century technological mindset to a 21<sup>st</sup> century technological mindset which strengthens, maintains, and upgrades technology infrastructure and systems, providing adequate access and capacity by December 2025.

**Strategy:** The Police Department will obtain a PA Portal (JIS Export) License from Omnigo Public Safety Software to be compatible with the Missouri Show Me Courts software by December 2021.

**Status:** License was obtained in December 2021.

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