



**City of Grain Valley Board of Aldermen  
Regular Meeting Agenda**

May 8, 2023

7:00 P.M.

**Open to the Public**

Located in the Council Chambers of City Hall  
711 Main Street | Grain Valley, Missouri

**ITEM I: Call to Order**

- Mayor Mike Todd

**ITEM II: Roll Call**

- City Clerk Jamie Logan

**ITEM III: Invocation**

- Pastor Mike Cassidy Faith United Methodist Church

**ITEM IV: Pledge of Allegiance**

- Alderman Dale Arnold

**ITEM V: Approval of Agenda**

- City Administrator Ken Murphy

**ITEM VI: Proclamations**

- None

**ITEM VII: Public Comment**

- The public is asked to please limit their comments to three (3) minutes

**ITEM VIII: Consent Agenda**

- April 24, 2023 – Board of Aldermen Regular Meeting Minutes
- May 8, 2023 – 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)**      **A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2023 Budget for the Allocation of Transportation Project Fees Related to the TAP Funding Award for the Buckner-Tarsney and SW Eagles Parkway Shared-Use Trail Projects**  
R23-35  
*Introduced by  
Alderman Rick  
Knox*

To fulfill the requirements from MARC for the TAP Award the City received for Buckner-Tarsney and SW Eagles Parkway shared-use trail projects

**ITEM XIII (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 ETC Institute for Administration of a Community Survey**  
R23-36  
*Introduced by  
Alderman  
Darren Mills*

To administer a statistically valid community survey

**ITEM XIV: Ordinances**

**ITEM XIV (A)**      **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri, Amending Chapter 215 Offenses to Add a New Section 215.165 Relating to Abuse of a Child**  
B23-12  
2<sup>ND</sup> READ  
*Introduced by  
Alderman Brian  
Bray*

To amend chapter 215 Offenses to add a new section relating to abuse of a child

**ITEM XIV (B)**      **An Ordinance Repealing Section 215.357 of the Municipal Code – Endangering the Welfare of a Child of the City Code of Ordinances**  
B23-13  
2<sup>ND</sup> READ  
*Introduced by  
Alderman Tom  
Cleaver*

To update the municipal code by removing duplicative sections

**ITEM XIV (C)**      **An Ordinance of the Board of Aldermen of the City of Grain Valley, Missouri, Amending Chapter 215 of the Code of Ordinances to Comply With Age Updates Enacted by the State of Missouri**  
B23-14  
2<sup>ND</sup> READ  
*Introduced by  
Alderman Rick  
Knox*

To amend chapter 215 Offenses to comply with age updates enacted by the State of Missouri

**ITEM XIV (D)**      **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a TAP Funding Agreement for the South Buckner-Tarsney Shared Trail**  
B23-15  
1<sup>ST</sup> READ  
*Introduced by  
Alderman  
Darren Mills*

To approve a grant from the Department of Transportation to construct a 10-foot wide asphalt trail along Buckner-Tarsney Road from the Blue Branch Creek Trail north to Nelson Drive

**ITEM XIV (E)**                    **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a TAP Funding Agreement for the Eagles Parkway Shared Trail**  
B23-16

1<sup>ST</sup> READ

*Introduced by  
Alderman Ryan  
Skinner*

To approve a grant from the Missouri Department of Transportation to construct a 10-foot wide, shared trail along Eagles Parkway from the Blue Branch Creek Trail East to Main Street/Buckner-Tarsney Road Drive

**ITEM XIV (F)**                    **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2023 Budget to Allocate Funding From Park Fund Reserves for the Transportation Project Fees Related to the TAP Funding Award for the Buckner-Tarsney and SW Eagles Parkway Shared-Use Trail Projects**  
B23-17

1<sup>ST</sup> READ

*Introduced by  
Alderman Dale  
Arnold*

To fulfill the requirements from MARC for the TAP Award the City received for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects

**ITEM XIV (G)**                    **An Ordinance Amending Traffic Code Schedule II Stop Intersections of the City of Grain Valley Municipal Code**  
B23-18

1<sup>ST</sup> READ

*Introduced by  
Alderman Brian  
Bray*

To add stop sign locations to the Code of Ordinances

**ITEM XV:        City Attorney Report**

- City Attorney

**ITEM XVI:      City Administrator & Staff Reports**

- City Administrator Ken Murphy
- Deputy City Administrator Theresa Osenbaugh
- Police Chief Ed Turner
- 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 Dale Arnold
- Alderman Brian Bray
- Alderman Tom Cleaver
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Ryan Skinner

**ITEM XVIII:    Mayor Report**

- Mayor Mike Todd

**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 Board of Aldermen is a Regular Meeting on May 22, 2023 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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**ITEM I: Call to Order**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on April 24, 2023, at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

**ITEM II: Roll Call**

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

**-QUORUM PRESENT-**

**ITEM III: Invocation**

- There was no invocation

**ITEM IV: Pledge of Allegiance**

- The Pledge of Allegiance was led by Alderman Ryan Skinner

**ITEM V: Approval of Agenda**

- No changes

**ITEM VI: Public Comment**

- None

**ITEM VII: Previous Consent Agenda**

- April 10, 2023 – Board of Aldermen Regular Meeting Minutes
- April 24, 2023 – Accounts Payable
- *Alderman Skinner made a Motion to Accept the Previous Consent Agenda*
- *The Motion was Seconded by Alderman Knox*
  - *No discussion*
- *Motion to Approve the Previous Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

*-Motion Approved: 6-0-*

**ITEM VIII: Previous Business**

- None

**ITEM IX: Presentations**

- None

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber

**ITEM X: Resolutions**

- None

**ITEM XI: Ordinances**

**Bill No. B23-11:** An Ordinance Acknowledging the Certified Results of the General Election Held in the City of Grain Valley, Missouri on April 4, 2023

**Bill No. B23-11** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Cleaver moved to accept the first reading of Bill No. B23-11 and bring it back for a second reading by title only*
- *The Motion was Seconded by Alderman Mills*
  - None
- *Motion to accept the first reading of Bill No. B23-11 and bring it back for a second reading was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**Bill No. B23-11:** An Ordinance Acknowledging the Certified Results of the General Election Held in the City of Grain Valley, Missouri on April 4, 2023

**Bill No. B23-11** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Cleaver moved to accept the second reading of Bill No. B23-11 and approve it as ordinance #2417*
- *The Motion was Seconded by Alderman Bass*
  - None
- *Motion to accept the second reading of Bill No. B23-11 and approve it as ordinance #2417 was voted upon with the following roll call vote:*
  - *Aye: Bass, Cleaver, Knox, Mills, Skinner, Arnold*
  - *Nay:*
  - *Abstain:*

**-Bill No. B23-11 Became Ordinance #2417 6-0-**

**ITEM XII: Proclamations**

- A Proclamation was given to the following:

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber



- Grace Slaughter – Basketball achievements
- Recognition of Service as Alderman to Ward III – Shea Bass

**ITEM XIII: Elected Officials Oath of Office**

- Jamie Logan gave the oath of office to the following individuals:
  - Ward I: Tom Cleaver
  - Ward II: Darren Mills
  - Ward III: Brian Bray

**ITEM XIV: New Business**

- None

**ITEM XV: Public Hearing**

- None

**ITEM XVI: Resolutions**

**Resolution No. R23-34** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Crawford Murphy and Tilly, Inc. for Professional Engineering Services

- *Alderman Arnold moved to approve Resolution No. R23-34*
- *The Motion was Seconded by Alderman Knox*
  - The prior agreement expired; this was the company selected as a result of the RFP
- *Motion to approve Resolution No. R23-34 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-34 Approved: 6-0-**

**ITEM XVII: Ordinances**

**Bill No. B23-12:** An Ordinance of the Board of Aldermen of the City of Grain Valley, Missouri, Amending Chapter 215 Offenses to Add a New Section 215.165 Relating to the Abuse of a Child

**Bill No. B23-12** was read by City Clerk Jamie Logan for the first reading by title only

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber

- *Alderman Bray moved to accept the first reading of Bill No. **B23-12** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Skinner*
  - Chief Turner found that some ordinances needed to be updated and this would hold people accountable for their actions related to the new marijuana laws
- *Motion to accept the first reading of Bill No. **B23-12** and bring it back for a second reading was voted upon with the following voice vote:*
  - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**Bill No. B23-13:** An Ordinance Repealing Section 215.357 of the Municipal Code – Endangering the Welfare of a Child of the City Code of Ordinances

**Bill No. B23-13** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Cleaver moved to accept the first reading of Bill No. **B23-13** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Arnold*
  - None
- *Motion to accept the first reading of Bill No. **B23-13** and bring it back for a second reading was voted upon with the following voice vote:*
  - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 6-0-**

**Bill No. B23-14:** An Ordinance of the Board of Aldermen of the City of Grain Valley, Missouri, Amending Chapter 215 of the Code of Ordinances to Comply With Age Updates Enacted by the State of Missouri

**Bill No. B23-14** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Knox moved to accept the first reading of Bill No. **B23-14** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Mills*
  - None
- *Motion to accept the first reading of Bill No. **B23-14** and bring it back for a second reading*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**  
City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber

was voted upon with the following voice vote:

- Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner
- Nay:
- Abstain:

**-Motion Approved 6-0-**

**ITEM XVIII: City Attorney Report**

- Shared that the City Officials Training on Friday was very well-attended and thanked the elected officials and Ken for attending

**ITEM XIX: City Administrator & Staff Reports**

- City Administrator Ken Murphy
  - Welcomed Alderman Bray to the Board
- Deputy City Administrator Theresa Osenbaugh
  - None
- Police Chief Ed Turner
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - None
- Community Development Director Mark Trosen
  - None
- City Clerk Jamie Logan
  - None

**ITEM XX: Board of Aldermen Reports & Comments**

- Alderman Dale Arnold
  - None
- Alderman Brian Bray
  - None
- Alderman Tom Cleaver
  - Thank you to Shea Bass for his service and welcomed Alderman Bray to the board an congratulated Mr. Mills on his win for Ward II
- Alderman Rick Knox
  - None
- Alderman Darren Mills
  - None
- Alderman Ryan Skinner

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber

- None

**ITEM XXI: Mayor Report**

- Will look at the Mayor Pro-Tem appointment at the next meeting

**ITEM XXII: Executive Session**

- *Mr. Murphy stated an executive session was needed for Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended*
- *Alderman Knox moved to close the Regular Meeting for items related to Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Skinner*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
  - *Nay: None*
  - *Abstain: None*

**-Motion Carried:6-0-**

**- The regular meeting closed at 7:18 PM-**

- *Alderman Arnold moved to open the Regular Meeting*
- *The motion was seconded by Alderman Skinner*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Arnold, Bray, Cleaver, Knox, Mills*
  - *Nay: None*
  - *Abstain: None*

**- Motion Carried: 6-0-**

**- The regular meeting opened at 7:35 PM-**

**ITEM XXIII: Adjournment**

- The meeting adjourned at 7:35 P.M.

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber

**CITY OF GRAIN VALLEY**  
Board of Aldermen Meeting Minutes  
Regular Session

**04/24/2023**  
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Minutes submitted by:

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

\_\_\_\_\_  
Date

Minutes approved by:

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

\_\_\_\_\_  
Date

**DRAFT**

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Brian Bray  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Darren Mills  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Joe Lauber

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	20.15		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,565.07		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	357.00		
		HAMPEL OIL INC	CJC FUEL	1,198.56		
				CJC FUEL	1,224.70	
		AFLAC	AFLAC AFTER TAX	73.73		
			AFLAC CRITICAL CARE	14.86		
			AFLAC PRETAX	253.82		
			AFLAC-W2 DD PRETAX	261.44		
		MIDWEST PUBLIC RISK	DENTAL	148.52		
			OPEN ACCESS	276.50		
			OPEN ACCESS	249.55		
			OPEN ACCESS	319.93		
			HSA	228.46		
			HSA	1,823.84		
			HSA	22.63		
			VISION	16.00		
			VISION	52.04		
			VISION	121.00		
			VISION	18.34		
		HSA BANK	HSA - GRAIN VALLEY, MO	270.59		
			HSA - GRAIN VALLEY, MO	599.84		
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	617.19		
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	293.11		
			FLEX PLAN	70.00		
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	971.25		
			MISSIONSQUARE 457	425.27		
			MISSIONSQUARE ROTH IRA	66.18		
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,073.90		
			SOCIAL SECURITY	5,134.40		
			MEDICARE	<u>1,200.81</u>		
			TOTAL:	25,968.68		
		HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENINGS	249.00
				MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	390.45
				WAGWORKS	APR 2023 MONTHLY FEES	77.00
				WESTERN DIVISION MOCCFOA	LOGAN & HOLLAND 2023 MEMBE	20.00
				MIDWEST PUBLIC RISK	DENTAL	52.35
					OPEN ACCESS	379.06
					HSA	265.15
					HSA	348.68
				HSA BANK	HSA - GRAIN VALLEY, MO	100.00
				THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	27.02
				CONCENTRA MEDICAL CENTERS	BARNETT SCREENING	103.00
	CONCENTRA INVOICE			574.00		
MERCHANT SERVICES	APRIL 2023 MONTHLY FEES			178.17		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			226.66		
	MEDICARE			<u>53.02</u>		
	TOTAL:	3,043.56				
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	Computer Builds	1,815.00		
			BUILD #2 FOR STEVEN CRAIG	165.00		
			Data Back-up	1,100.00		
			Clarity Services	3,522.60		
			Clarity Services	176.04		
			Office 365	1,007.50		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			Clarity Services	176.04-
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	80.02
		KONICA MINOLTA BUSINESS SOLUTIONS	Network Penetration Test	<u>8,100.00</u>
			TOTAL:	15,790.12
BLDG & GRDS	GENERAL FUND	ORKIN	APR 2023 MAIN ST SERVICE	81.89
		VANCE BROTHERS INC	CREDIT FOR OVREPMT ON K3212	4.50-
		EVERGY	1024 - 600 BUCKNER TARNSEY	12.00
			1099 - 596 BUCKNER TARSNEY	14.76
			1323-CAPPELL&FRONT/PH/PUBL	11.94
			1769 - 618 JAMES ROLLO CT	88.13
			2346 - 1608 NW WOODBURY	36.00
			4516 - 6100 S BUCKNER TARN	12.00
			4649- 618 JAMES ROLLO CT B	19.69
			5262 - 711 MAIN ST 70%	964.76
			8641 - 620 JAMES ROLLO CT	32.91
			9797 - 1805 NW WILLOW DR	34.74
		SUMMIT GENERAL CONTRACTING LLC	REPLACE WINDOW	493.05
		STANGER INDUSTRIES INC	DRINKING FOUNTAIN	1,980.66
		COMCAST	CITY HALL AND PD VOICE EDG	<u>608.05</u>
			TOTAL:	4,386.08
ADMINISTRATION	GENERAL FUND	MID-AMERICA REGIONAL COUNCIL	MARC Membership Dues	2,935.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	556.04
		MIDWEST PUBLIC RISK	DENTAL	23.69
			HSA	422.27
		HSA BANK	HSA - GRAIN VALLEY, MO	98.66
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	31.94
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	11.61
			CELLULAR SERVICE 03/19-04/	41.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	292.49
			MEDICARE	<u>68.42</u>
			TOTAL:	4,481.52
ELECTED	GENERAL FUND	CDW GOVERNMENT	IPAD	1,160.11
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	40.01
		VISA-CARD SERVICES 1788	TENT RENTAL	<u>600.52</u>
			TOTAL:	1,800.64
FINANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	2022 AUDIT	5,000.00
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	374.57
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	265.15
			HSA	348.68
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	26.02
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	173.92
			MEDICARE	<u>40.68</u>
			TOTAL:	6,364.42
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING - MAR 202	280.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	204.86
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.95
			OPEN ACCESS	398.00



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	14.38
		HSA BANK	HSA - GRAIN VALLEY, MO	2.71
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	13.78
		MERCHANT SERVICES	APRIL 2023 MONTHLY FEES	69.71
		ROSS MILLER CLEANERS	DRY CLEANING: TURNER/BLANK	20.10
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	159.51
			MEDICARE	<u>37.30</u>
			TOTAL:	1,219.30
VICTIM SERVICES	GENERAL FUND	MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	321.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	14.33
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	41.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	162.49
			MEDICARE	<u>38.00</u>
			TOTAL:	670.24
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	124.22
		ADVANCE AUTO PARTS	3T LOWPROFILEFIRJACK	215.99
			BRAKE CLEANER/GLASS CLEANER	68.61
			GLASS CLEANER	11.94
		OREILLY AUTOMOTIVE INC	NITRILE GLOVES	51.98
			PRIMARY WIRES	78.00
		MIDWEST PUBLIC RISK	DENTAL	17.45
			HSA	160.50
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	8.63
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	4.70
			PW/WOLTZ UNIFORMS	4.70
			PW/WOLTZ UNIFORMS	4.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	63.65
			MEDICARE	<u>14.89</u>
			TOTAL:	867.46
POLICE	GENERAL FUND	BOARD OF POLICE COMMISSIONERS	LABORATORY EXAMS	320.00
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	6,722.81
			MONTHLY CONTRIBUTIONS	429.29
		PETTY CASH	IDENTOGO: SANDERS PRINTS F	41.75
		COBAN TECHNOLOGIES INC	MIS- ADAPTER PLATE	285.00
		VISA-CARD SERVICES 1325	ILEETA CONF HOTEL	563.34
			ILEETA CONFERENCE HOTEL	563.34
		OREILLY AUTOMOTIVE INC	A/C KITS/NEW COMPRESS	332.46
			ENGINE MOUNT	72.33
			USB ADAPTER	12.99
			JUMPSTART	149.99
		HAMPEL OIL INC	FUEL	1,332.86
			FUEL	277.82
			FUEL	1,556.08
			FUEL	356.31
		GULF STATES DISTRIBUTORS	CASE OF PMC BRONZE 9MM 124	1,470.00
		COMCAST	HIGH SPEED INTERNET	151.85
		HOME DEPOT CREDIT SERVICES	1X2-8FT STRIP/STAPLES/STAP	43.22
		GOODYEAR COMMERCIAL TIRE	3) GY 255/60R18 EAG ENFORC	463.50
		MIDWEST PUBLIC RISK	DENTAL	198.00
			DENTAL	453.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OPEN ACCESS	1,309.50
			OPEN ACCESS	796.00
			OPEN ACCESS	861.45
			OPEN ACCESS	758.10
			TAYLOR	88.00-
			GILDEHAUS	88.00-
			TAYLOR	1,586.00-
			GILDEHAUS	1,800.00-
			TAYLOR	22.00-
			GILDEHAUS	16.00-
			HSA	530.30
			HSA	2,889.00
			HSA	5,578.80
		HSA BANK	HSA - GRAIN VALLEY, MO	450.00
			HSA - GRAIN VALLEY, MO	900.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	514.86
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	744.61
			CELLULAR SERVICE 03/19-04/	139.26
		ROSS MILLER CLEANERS	DRY CLEANING: TURNER/BLANK	36.00
		SARGENT AUTO & DIESEL REPAIR LLC	SERVICE AIR CONDITIONER	201.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,467.28
			MEDICARE	810.93
		REJIS COMMISSION	AV INSTALL FOR MOBILES	522.50
			APR 2023 LEWEB SUBSCRIPTIO	346.57
		MOLLE CHEVROLET INC	RADIATOR	417.51
		GEARZONE PRODUCTS	ARENDS: BELT KIT	60.00
		CLUB CAR WASH OPERATING, LLC	CAR WASHES	190.00
		RACHEL NICOLE MURDOCK	CRITICAL INCIDENT STRESS D	300.00
		NATL ASSOC OF FIELD TRAINING OFFICERS	TAYLOR: BASIC FIELD TRAINI	<u>350.00</u>
			TOTAL:	34,370.98
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	175.33
		HAMPEL OIL INC	FUEL	56.51
		MIDWEST PUBLIC RISK	OPEN ACCESS	398.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	11.73
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	41.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	90.59
			MEDICARE	<u>21.19</u>
			TOTAL:	794.77
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	893.28
		ADVANCE AUTO PARTS	CABIN AIR FILTER/22" XTRAC	36.40
		OREILLY AUTOMOTIVE INC	OIL FILTER	7.93
		HAMPEL OIL INC	FUEL	26.91
			FUEL	77.28
		MIDWEST PUBLIC RISK	DENTAL	49.39
			DENTAL	10.24
			OPEN ACCESS	113.72
			HSA	880.70
			HSA	88.02
		HSA BANK	HSA - GRAIN VALLEY, MO	205.77
			HSA - GRAIN VALLEY, MO	14.33
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	62.02
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	81.45
			CELLULAR SERVICE 03/19-04/	6.21
			CELLULAR SERVICE 03/19-04/	11.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MERCHANT SERVICES	APRIL 2023 MONTHLY FEES	90.32
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	497.86
			MEDICARE	<u>116.43</u>
			TOTAL:	3,269.87
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	23.98
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	523.89
		PETTY CASH	MONKEY MTN FLOAT	150.00
			ARMSTRONG FLOAT	150.00
			MONKEY MTN EMERGENCY CHANG	100.00
			POOL GATE FLOAT	150.00
			POOL CONCESSION FLOAT	150.00
			POOL EMERGENCY CHANGE	100.00
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.54
			AFLAC-W2 DD PRETAX	57.28
		MISCELLANEOUS LIFE LINE SCREENING	LIFE LINE SCREENING:	150.00
		SANDRA SPENCER	SANDRA SPENCER:	50.00
		MIDWEST PUBLIC RISK	DENTAL	13.65
			OPEN ACCESS	19.39
			HSA	135.24
			HSA	40.54
			VISION	8.00
			VISION	17.18
			VISION	2.20
			VISION	0.80
		HSA BANK	HSA - GRAIN VALLEY, MO	186.23
			HSA - GRAIN VALLEY, MO	114.35
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	36.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	56.71
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	343.81
			MISSIONSQUARE 457	227.00
			MISSIONSQUARE ROTH IRA	158.87
			MISSIONSQUARE ROTH IRA	47.82
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,414.91
			SOCIAL SECURITY	1,074.72
			MEDICARE	<u>251.32</u>
			TOTAL:	5,907.52
PARK ADMIN	PARK FUND	NETSTANDARD INC	Clarity Services	587.10
			Clarity Services	29.34
			Clarity Services	29.34-
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	723.38
		HAMPEL OIL INC	FUEL	319.18
			FUEL	361.42
		MIDWEST PUBLIC RISK	DENTAL	3.52
			DENTAL	52.35
			OPEN ACCESS	75.81
			HSA	636.36
			HSA	62.73
			HSA	139.48
		HSA BANK	HSA - GRAIN VALLEY, MO	14.66
			HSA - GRAIN VALLEY, MO	140.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	60.80
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	166.45

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMCAST	CITY HALL AND PD VOICE EDG	101.34
			COMM CENTER VOICE EDGE	166.25
			PARKS MAINT VOICE EDGE	35.27
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	453.43
			MEDICARE	<u>106.04</u>
			TOTAL:	4,205.57
PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	646.49
		VANCE BROTHERS INC	CREDIT FOR OVRPMT ON K3212	4.50-
		GOODYEAR COMMERCIAL TIRE	2) GY 235/80R16 ENDURANCE	262.04
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	963.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	50.74
		EVERGY	1095 - 701 SW EAGLES PWKY	149.33
			1107 - ARMSTRONG PARK	110.32
			1279 - ARMSTRON PARK DR	27.75
			1326-ARMSTRONG PK CONC 098	62.09
			1409 - ARMSTRONG PK 017576	125.00
			1740 - 28605 E HWY AA	55.11
			1762 - JAMES ROLLO SHELTER	64.86
			1763- MAIN-ARMSTRONG SHEL	23.97
			1769 - 618 JAMES ROLLO CT	44.06
			1770- ARMSTRONG PK-SANTA H	35.78
			1772 - 6100 S BUCKNER TARS	81.22
			4343 - 28605 E HWY AA FOOT	186.68
			4649- 618 JAMES ROLLO CT B	9.84
		SUMMIT GENERAL CONTRACTING LLC	REPLACE WINDOW	82.17
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	323.96
			MEDICARE	<u>75.76</u>
			TOTAL:	3,654.67
RECREATION	PARK FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	25.86
			MEDICARE	<u>6.04</u>
			TOTAL:	31.90
COMMUNITY CENTER	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	421.45
		SAMS CLUB/SYNCHRONY BANK	SUGAR/CREAMER/SPONGE	14.92
			PINE-SOL/COFFEE	37.44
			PINE-SOL/COFFEE	71.19
		OFFICE DEPOT	USB DRIVE	29.99
		MIDWEST PUBLIC RISK	DENTAL	36.00
			HSA	642.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	29.28
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	41.42
		MERCHANT SERVICES	APRIL 2023 MONTHLY FEES	1,507.76
		EVERGY	6300 - 713 MAIN ST - COMM	1,086.14
			9669 - 713 MAIN #A - PAVIL	162.36
		MARY ALLGRUNN	04/04-04/13 LINE DANCING	103.20
		SAMANTHA PETRALIE	04/03-04/14 SILVERSNEAKERS	75.00
		LOCAL FIRE PROTECTION	CC KITCHEN HOOD SUPPRESSIO	217.81
		TIFFANI KEY	04/03-04/14 SILVERSNEAKERS	25.00
			04/05-04/14 SILVERSNEAKERS	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	271.47
			MEDICARE	63.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JULIE HENGEL	04/03-04/10 SILVERSNEAKERS	50.00
			TOTAL:	5,085.91
POOL	PARK FUND	TNEMEC COMPANY INC	POOL PAINT	476.40
			TOTAL:	476.40
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	164.42
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.41
			OPEN ACCESS	27.65
			OPEN ACCESS	67.87
			HSA	45.08
			HSA	121.59
			HSA	22.62
			VISION	1.60
			VISION	1.37
			VISION	4.40
			VISION	3.95
		HSA BANK	HSA - GRAIN VALLEY, MO	8.24
			HSA - GRAIN VALLEY, MO	62.11
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	8.66
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	73.70
			MISSIONSQUARE 457	60.00
			MISSIONSQUARE ROTH IRA	50.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	485.65
			SOCIAL SECURITY	304.99
			MEDICARE	71.33
			TOTAL:	1,643.33
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	Data Back-up	220.00
			Clarity Services	352.26
			Clarity Services	17.60
			Office 365	201.50
			Clarity Services	17.60
		CARTER WATERS	K SATUROCK PREMIUM W/ KEVL	120.75
			K SATUROCK PREMIUM W/ KEVL	120.75
			K SATUROCK PREMIUM W/ KEVL	241.50
		DAVES LOCK SERVICE	20) LX20	9.20
		MID-AMERICA REGIONAL COUNCIL	MARC Membership Dues	587.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	604.87
		OREILLY AUTOMOTIVE INC	110ZELCTCLNR	2.19
			PURGE SOL	5.92
		ORKIN	APR 2023 MAIN ST SERVICE	7.02
			APR 2023 JAMES ROLLO SERVI	17.19
		VANCE BROTHERS INC	COMMERCIAL SURFACE	330.00
			ASPHALT MATERIALS	792.00
			COMMERCIAL SURFACE	462.00
		HAMPEL OIL INC	FUEL	155.53
			FUEL	242.31
		HOME DEPOT CREDIT SERVICES	IMPACT SCKT/ELECTRICAL TAP	20.75
			CONCRETE PATCHER/DL SPIRL	65.14
			GALV HANGER STRAP/PAINT	16.10
			CONTRACTOR BAGS/DIAMOND BL	215.31
		MIDWEST PUBLIC RISK	DENTAL	10.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL	59.10
			OPEN ACCESS	130.95
			OPEN ACCESS	265.35
			HSA	212.12
			HSA	190.55
			HSA	418.40
			HSA	88.02
		HSA BANK	HSA - GRAIN VALLEY, MO	44.52
			HSA - GRAIN VALLEY, MO	114.33
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	43.67
		MID AMERICAN SIGNAL INC	TECH SERVICES FOR AA & SNI	225.00
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	6.21
			CELLULAR SERVICE 03/19-04/	112.31
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	21.42
			PW/WOLTZ UNIFORMS	21.42
			PW/WOLTZ UNIFORMS	21.42
		CRAFCO INC	LUTE 32" WITH 7' HANDLE	13.99
		EVERGY	1294 - 655 SW EAGLES PKWY	38.39
			1769 - 618 JAMES ROLLO CT	88.13
			3141 - AA HWY & SNI-A-BAR	34.08
			3332 - 702 SW EAGLES PKWY	37.25
			4086 - GRAIN VALLEY ST LIG	14,444.47
			4649- 618 JAMES ROLLO CT B	19.69
			5262 - 711 MAIN ST 6%	82.69
		SUMMIT GENERAL CONTRACTING LLC	REPLACE WINDOW	49.31
		EJ EQUIPMENT INC	REPAIRS	1,427.97
		COMCAST	CITY HALL AND PD VOICE EDG	60.80
			PW VOICE EDGE	23.75
		COMCAST	PUMP STATION INTERNET	24.32
		DIRT WORLD LANDSCAPING SUPPLY CO	PULVERIZED TOP SOIL - FULL	449.00
		VISA-CARD SERVICES 1846	ANNUAL APWA CONFERENCE	184.80
			ANNUAL APWA CONFERENCE	165.80
			ANNUAL APWA CONFERENCE	184.80
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	305.00
			MEDICARE	<u>71.33</u>
			TOTAL:	24,480.34
PUBLIC HEALTH	PUBLIC HEALTH	PETTY CASH	LIBERTY SOCIAL EXP: SR LUN	33.97
		SAMS CLUB/SYNCHRONY BANK	SUGAR/CREAMER/SPONGE	31.09
			PINE-SOL/COFFEE	70.79
		CENTRAL JACKSON COUNTY FPD		<u>14,333.00</u>
			TOTAL:	14,468.85
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	AMERICAN ALUMINUM SEATING, INC.	REPLACEMENT OF BLEACHERS A	<u>18,631.00</u>
			TOTAL:	18,631.00
NON-DEPARTMENTAL	ARPA FUND	VISA-CARD SERVICES 1184	ACCOMODATIONS FOR CONF.	1,636.20
			ACCOMODATIONS FOR CONF.	1,636.20
		CONFLUENCE, INC.	Comp Plan/Parks Master Pl	27,092.25
			Comp Plan/Parks Master Pl	4,260.17
			Comp Plan/Parks Master Pl	<u>0.54</u>
			TOTAL:	34,625.36
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK	PROJECT #2 PROPERTY TAX	341,024.01
			PROJECT #2 4TH QTR COUNTY	38,806.71
			PROJECT #2 4TH QTR CJC	25,871.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PROJECT #2 CITY SALES	<u>51,603.49</u>
			TOTAL:	457,305.35
NON-DEPARTMENTAL	MKT PL CID-PR2	SAL UMB BANK	CID/USE	21,474.77
			CID/USE UNCAPTURED	<u>20,830.52</u>
			TOTAL:	42,305.29
NON DEPARTMENTAL	INTRCH VGV CID-PRO	ASSUREDPARTNERS CAPITAL, INC	D&O & EMP PRACTICES RENEWA	<u>945.00</u>
			TOTAL:	945.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,140.12
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.58
			AFLAC-W2 DD PRETAX	52.76
		MIDWEST PUBLIC RISK	DENTAL	95.42
			OPEN ACCESS	110.60
			OPEN ACCESS	368.41
			HSA	380.12
			HSA	648.48
			HSA	112.60
			VISION	6.40
			VISION	13.41
			VISION	26.40
			VISION	24.91
		HSA BANK	HSA - GRAIN VALLEY, MO	62.74
			HSA - GRAIN VALLEY, MO	393.31
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	68.44
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	226.84
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	529.29
			MISSIONSQUARE 457	457.73
			MISSIONSQUARE ROTH IRA	311.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,561.64
			SOCIAL SECURITY	2,231.87
			MEDICARE	<u>521.98</u>
			TOTAL:	11,501.05
WATER	WATER/SEWER FUND	TROUTT BEEMAN & CO PC	2022 AUDIT	2,500.00
		NETSTANDARD INC	Data Back-up	440.00
			Clarity Services	704.52
			Clarity Services	35.21
			Office 365	403.00
			Clarity Services	35.21-
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	709.73
			BILL PRINT AND MAIL	111.50
		DAVES LOCK SERVICE	20) LX20	18.40
		MID-AMERICA REGIONAL COUNCIL	MARC Membership Dues	1,174.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,172.72
		OREILLY AUTOMOTIVE INC	110ZELCTCLNR	4.40
			PURGE SOL	11.83
		ORKIN	APR 2023 MAIN ST SERVICE	14.04
			APR 2023 JAMES ROLLO SERVI	34.40
		BLUE SPRINGS WINWATER CO	WATER BREAK	1,112.00
		STEVEN SMITH	1000) ORANGE SHUT OFF TAGS	22.50
		HAMPEL OIL INC	FUEL	311.07
			FUEL	484.62
		HOME DEPOT CREDIT SERVICES	IMPACT SCKT/ELECTRICAL TAP	41.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDWEST PUBLIC RISK	DENTAL	46.36
			DENTAL	183.00
			OPEN ACCESS	261.90
			OPEN ACCESS	720.20
			HSA	894.32
			HSA	907.13
			HSA	1,115.77
			HSA	219.06
		HSA BANK	HSA - GRAIN VALLEY, MO	211.94
			HSA - GRAIN VALLEY, MO	364.31
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	152.08
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	14.50
			CELLULAR SERVICE 03/19-04/	11.61
			CELLULAR SERVICE 03/19-04/	224.62
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	42.85
			PW/WOLTZ UNIFORMS	42.85
			PW/WOLTZ UNIFORMS	42.85
		MERCHANT SERVICES	APRIL 2023 MONTHLY FEES	3,906.05
		CRAFCO INC	LUTE 32" WITH 7' HANDLE	27.98
		EVERGY	0575 - 825 STONE BROOK DR	114.34
			1162 - 1301 TYER RD UNIT A	191.37
			1769 - 618 JAMES ROLLO CT	110.17
			4199 - 110 SNI-A-BAR BLVD	80.04
			4224 - 1301 TYER RD UNIT B	608.19
			4649 - 618 JAMES ROLLO CT	1,277.83
			4649- 618 JAMES ROLLO CT B	24.62
			5262 - 711 MAIN ST 12%	165.39
			7202 - 1012 STONEBROOK LN	74.60
		SUMMIT GENERAL CONTRACTING LLC	REPLACE WINDOW	98.61
		COMCAST	CITY HALL AND PD VOICE EDG	121.61
			PW VOICE EDGE	47.51
		COMCAST	PUMP STATION INTERNET	48.63
		TYLER TECHNOLOGIES INC	MAY 2023 MONTHLY FEES	97.00
		VISA-CARD SERVICES 1846	ANNUAL APWA CONFERENCE	369.60
			ANNUAL APWA CONFERENCE	331.60
			ANNUAL APWA CONFERENCE	369.60
		NEPTUNE TECHNOLOGY GROUP INC	METERS	666.67
			REGISTER SEAL PIN/ANTENNA	69.49
		SCHULTE SUPPLY INC	WATER BREAK	1,664.32
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,115.95
			MEDICARE	260.99
		KONICA MINOLTA BUSINESS SOLUTIONS	Network Penetration Test	<u>4,050.00</u>
			TOTAL:	31,617.79
SEWER	WATER/SEWER FUND	TROUTT BEEMAN & CO PC	2022 AUDIT	2,500.00
		NETSTANDARD INC	Data Back-up	440.00
			Clarity Services	704.52
			Clarity Services	35.21
			Office 365	403.00
			Clarity Services	35.21
		CITY OF BLUE SPRINGS	1ST QTR 2023 SEWER USAGE	160,098.37
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	709.73
			BILL PRINT AND MAIL	111.50
		DAVES LOCK SERVICE	20) LX20	18.40
		MID-AMERICA REGIONAL COUNCIL	MARC Membership Dues	1,174.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,172.67



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OREILLY AUTOMOTIVE INC	110ZELCTCLNR	4.40
			PURGE SOL	11.83
		ORKIN	APR 2023 MAIN ST SERVICE	14.04
			APR 2023 JAMES ROLLO SERVI	34.40
		BLUE SPRINGS WINWATER CO	SEWER	687.78
		STEVEN SMITH	1000) ORANGE SHUT OFF TAGS	22.50
		HAMPEL OIL INC	FUEL	311.07
			FUEL	484.62
		HOME DEPOT CREDIT SERVICES	IMPACT SCKT/ELECTRICAL TAP	41.55
		MIDWEST PUBLIC RISK	DENTAL	46.35
			DENTAL	182.96
			OPEN ACCESS	261.90
			OPEN ACCESS	720.16
			HSA	894.32
			HSA	907.12
			HSA	1,115.74
			HSA	219.05
		HSA BANK	HSA - GRAIN VALLEY, MO	211.95
			HSA - GRAIN VALLEY, MO	364.32
		THE LINCOLN NATIONAL LIFE INSURANCE CO	MAY 2023 DISABILITY	152.08
		VERIZON WIRELESS	CELLULAR SERVICE 03/19-04/	14.50
			CELLULAR SERVICE 03/19-04/	11.61
			CELLULAR SERVICE 03/19-04/	224.62
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	42.85
			PW/WOLTZ UNIFORMS	42.85
			PW/WOLTZ UNIFORMS	42.85
		MERCHANT SERVICES	APRIL 2023 MONTHLY FEES	3,906.05
		CRAFCO INC	LUTE 32" WITH 7' HANDLE	27.98
		EVERGY	0691 - 925 STONE BROOK	23.97
			1161 - WOODLAND DR	343.00
			1364 - 405 JAMES ROLLO DR	431.47
			1753 - 1326 GOLFVIEW DR, S	84.31
			1769 - 618 JAMES ROLLO CT	110.17
			3191 - WINDING CREEK SEWER	23.98
			4649- 618 JAMES ROLLO CT B	24.62
			5262 - 711 MAIN ST 12%	165.39
			5375 - 1201 SEYMOUR RD	23.97
			6289 - 110 NW SNI-A-BAR PK	23.97
			8641 - 1017 ROCK CREEK LN	23.97
		SUMMIT GENERAL CONTRACTING LLC	REPLACE WINDOW	98.61
		EJ EQUIPMENT INC	SEWER CAMERA REPAIRS	1,427.97
		COMCAST	CITY HALL AND PD VOICE EDG	121.61
			PW VOICE EDGE	47.51
		COMCAST	PUMP STATION INTERNET	48.63
		TYLER TECHNOLOGIES INC	MAY 2023 MONTHLY FEES	97.00
		VISA-CARD SERVICES 1846	ANNUAL APWA CONFERENCE	369.60
			ANNUAL APWA CONFERENCE	331.60
			ANNUAL APWA CONFERENCE	369.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,115.86
			MEDICARE	260.94
		KONICA MINOLTA BUSINESS SOLUTIONS	Network Penetration Test	<u>4,050.00</u>
			TOTAL:	188,951.39
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	603.23
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	2,261.01
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	311.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	768.48
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	862.96
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	540.32
		VISA-CARD SERVICES 9321	VISA-CARD SERVICES 9321	50.00
		VISA-CARD SERVICES 1846	VISA-CARD SERVICES 1846	591.67
		VISA-CARD SERVICES 1853	VISA-CARD SERVICES 1853	959.37

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	AYALA, RICHARD	US REFUNDS	15.54
		TUBBS, DONNA	US REFUNDS	46.38
		SHIELDS, RALPH	US REFUNDS	65.54
		WILLIAMS, DENA	US REFUNDS	58.38
		WILLIAMS, CHERISSE	US REFUNDS	9.39
		CRIBELAR, RYAN	US REFUNDS	65.54
		BOLIN, DEBBIE	US REFUNDS	13.88
		SACCOMAN, TONY	US REFUNDS	65.66
		COLLUMS, LAUREN	US REFUNDS	45.38
		ROSTON, JASON	US REFUNDS	58.27
		SCHNAKENBERG, SHERRI	US REFUNDS	65.54
		MCCAUGHEY, LINDA	US REFUNDS	51.25
		ANDERSON, KYLE	US REFUNDS	54.57
		HENDERSON, JEREMY	US REFUNDS	15.54
		WHITING, KAREN L	US REFUNDS	20.79
		DINWIDDIE, COLBY	US REFUNDS	54.26
		RS RENTAL III, LLC	US REFUNDS	73.63
		RS RENTAL III LLC	US REFUNDS	111.36
		RS RENTAL III, LLC	US REFUNDS	4.48
		RS RENTAL III, LLC	US REFUNDS	36.46
		RS RENTAL III LLC	US REFUNDS	75.20
		RS RENTAL III LLC	US REFUNDS	111.74
		RS RENTAL III, LLC	US REFUNDS	40.91
		NORTHPOINT ASSET MANAGEMENT	US REFUNDS	75.37
		RS RENTAL III, LLC	US REFUNDS	75.27
			TOTAL:	8,258.83

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

100	GENERAL FUND	103,027.64
200	PARK FUND	19,361.97
210	TRANSPORTATION	26,123.67
230	PUBLIC HEALTH	14,468.85
280	CAPITAL PROJECTS FUND	18,631.00
285	ARPA FUND	34,625.36
302	MKTPL TIF-PR#2 SPEC ALLOC	457,305.35
321	MKT PL CID-PR2 SALES/USE	42,305.29
323	INTRCH VGV CID-PROJECT #3	945.00
600	WATER/SEWER FUND	233,380.56
999	POOLED CASH FUND	6,948.50
-----		
	GRAND TOTAL:	957,123.19
-----		

SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 4/15/2023 THRU 4/27/2023  
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  
-----

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>	05/08/2023	
<b>BILL NUMBER</b>	R23-35	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2023 BUDGET FOR THE ALLOCATION OF TRANSPORTATION PROJECT FEES RELATED TO THE T.A.P. FUNDING AWARD FOR THE BUCKNER-TARSNEY AND SW EAGLES PARKWAY SHARED-USE TRAIL PROJECTS</b>	
<b>REQUESTING DEPARTMENT</b>	Parks & Recreation	
<b>PRESENTER</b>	Shannon Davies, Director of Parks & Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$7,420.20
	Budget Line Item:	200-22-78780
	Balance Available:	Current: \$0.00 With Amendment: \$7,420.20
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To fulfill the requirements from MARC for the T.A.P. Award the City received for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects.	
<b>BACKGROUND</b>	The City received notice of award for T.A.P. funds earlier this year for two trail projects: Buckner-Tarsney Road Shared Trail=\$413,660 and SW Eagles Parkway Shared Trail=\$328,360 totaling \$7420,020 in project award funds. MARC requires a 1% project fee paid upfront, which equals \$7,420.20	
<b>SPECIAL NOTES</b>	The City did not budget for this during 2023 budget planning because at that time, we were not sure if any of our projects were going to be awarded any T.A.P. funds.	
<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>	Transportation Project Fee Letter and Invoice



CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*May 8, 2023*

RESOLUTION NUMBER  
**R23-35**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY  
ESTABLISHING THE NEED TO AMEND THE 2023 BUDGET FOR THE ALLOCATION OF  
TRANSPORTATION PROJECT FEES RELATED TO THE T.A.P. FUNDING AWARD FOR THE  
BUCKNER-TARSNEY AND SW EAGLES PARKWAY SHARED-USE TRAIL PROJECTS**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley adopted the Fiscal Year 2023 budget on November 28, 2022; and

**WHEREAS**, the Fiscal Year 2023 budget estimates the year's revenues and expenditures;  
and

**WHEREAS**, any transportation project fees were an unknown at that time and unbudgeted for the 2023 fiscal year; and

**WHEREAS**, the 2023 budget needs to be amended to allocate funds for transportation projects fees pertaining to these two T.A.P. funded trail projects.

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

**SECTION 1:** The Board of Aldermen recognize the need to amend the 2032 budget for the allocation of transportation project fees related to the T.A.P. funding award for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects.

**SECTION 1:** The City Administrator is authorized to amend the 2023 budget for this expenditure contingent upon the passage of Bill Number B23-14.

*PASSED and APPROVED, via voice vote, ( - ) this 8th Day of May, 2023.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

[R23-35]

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

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



March 15, 2023

Ken Murphy  
City Administrator  
City of Grain Valley, Missouri  
711 Main Street  
Grain Valley, MO 64029

Dear Mr. Murphy:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2022:

Project Name	Source	Amount
Eagles Parkway (Rt. AA) Shared Trail	TA-MO	\$413,660
South Buckner Tarsney Shared Trail	TA-MO	\$328,360
<b>Total Funding</b>		<b>\$742,020</b>

As you know, in 2020 the MARC Board of Directors approved an update to the *MARC Transportation Program Local Match Policy and Strategy* that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the projects above results in an amount of \$7,420.20 that will be due to MARC in 2023, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at (816) 474-4240 or rona@marc.org.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Achelpohl".

Ronald B. Achelpohl, PE  
Director of Transportation & Environment

Attachment

Cc: Mark Trosen  
Dick Tuttle

Chair  
Carson Ross  
Mayor  
Blue Springs,  
Missouri

1st Vice Chair  
Janeé Hanzlick  
Commissioner  
Johnson County,  
Kansas

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

Treasurer  
Damien Boley  
Mayor  
Smithville,  
Missouri

Secretary  
Holly Grummert  
Councilmember  
Overland Park,  
Kansas

Executive Director  
David A. Warm



Remit To:  
 600 Broadway Suite 200  
 Kansas City, MO 64105-1659  
 Phone: (816) 474-4240  
 Fax: (816) 421-7758

Invoice	D-I-0004536
Date	2/28/2023
Grant No.	12500
Page	1

**Bill To:**

City of Grain Valley  
  
 711 Main Street  
 Grain Valley MO 64029

**Return one copy with payment.**

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	GRAINVALLOCALDUE		Due on Receipt	19,563
Item Number	Description	Ext. Price		
12500	Transportation Project Fees	\$7,420.20		
			<b>Subtotal</b>	\$7,420.20
			<b>Misc</b>	\$0.00
			<b>Total</b>	\$7,420.20

**COPY**

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

<b>MEETING DATE</b>	05/08/2023	
<b>BILL NUMBER</b>	R23-36	
<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 ETC INSTITUTE FOR ADMINISTRATION OF A COMMUNITY SURVEY</b>	
<b>REQUESTING DEPARTMENT</b>	ADMINISTRATION	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$16,250
	Budget Line Item:	285-00-74260
	Balance Available	\$1,428,708
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To administer a statistically valid community survey	
<b>BACKGROUND</b>	The last community survey was conducted in 2018. It is important to conduct community surveys on a regular basis to gain insight on residents' experiences, opinions, and needs. Additionally, the community survey is used to set goals and targets on future strategic plan updates. By conducting a survey through a separate entity, the city can have confidence that the survey is statistically valid and is administered by an unbiased party.	
<b>SPECIAL NOTES</b>	ETC Institute is being presented as a Sole Source provider in part due to their background in conducting previous surveys for the City. They will be able to reproduce a survey for the upcoming project which will replicate questions allowing for the findings of any trends, changes, and improvements from previous data. Additionally, they have extensive local experience in collecting survey data from more than 50 communities in Kansas and Missouri. ETC has a proven approach which ensures the city will get useful information back from the survey.	

<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, ETC Institute Scope of Fees & ETC Service Agreement

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*May 8, 2023*

RESOLUTION NUMBER  
R23-36

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT  
WITH ETC INSTITUTE FOR ADMINISTRATION OF A COMMUNITY SURVEY**

**WHEREAS,** the City of Grain Valley deems it necessary to gain citizen input into community planning; and

**WHEREAS,** the Board of Aldermen understands the importance of planning for the future; and

**WHEREAS,** a community survey is a valuable tool for measuring residents level of satisfaction, understand priorities and gain insight on experiences; and

**WHEREAS,** ETC Institute has the experience and resources necessary to provide the City with the analysis and final report to guide future planning.

**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 ETC Institute for community survey services.

*PASSED and APPROVED, via voice vote, (\_\_\_\_ - \_\_\_\_ ) this \_\_\_\_ Day of \_\_\_\_, 2023.*

---

Mike Todd  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

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April 20, 2023

Theresa Osenbaugh  
Deputy City Administrator  
City of Grain Valley  
816-847-6296  
tosenbaugh@cityofgrainvalley.org

**Subject: Proposal to Conduct a Statistically Valid Community Survey for Grain Valley, Missouri**

ETC Institute is pleased to submit a scope of work and quote to conduct surveys for Grain Valley, Missouri. If selected for this project, ETC Institute will provide the following services:

**Task 1: Design the Survey.** Task 1 will include the following services:

- Working with City staff to develop the survey questions. The survey is expected to be approximately 12-15 minutes in length, which is about 6 printed pages – this is approximately one page shorter than the 2018 survey. Since 2018, response rates have dropped and ETC Institute has had to reduce the length of all surveys to ensure strong response rates and the successful completion of each project. ETC Institute will provide a review of the 2018 survey as a starting point for the 2023 survey, making sure that all City input is received to ensure the final survey is specifically designed to meet all project goals and objectives.
- Participating in meetings by phone/video conference to develop the survey
- Developing on-line and printed versions of the survey as well as thorough QA/QC and creating proof for printed version of survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend modifications (if needed) to the survey.

Deliverable Task 1. ETC Institute will provide a copy of the approved version of the printed survey along with a link to the on-line version.

**Task 2: Develop the Sample for the Survey.** Task 2 will include the following services:

- Acquiring the sample for the random sample. The sample will be designed to ensure the completion of at least 400 surveys. The overall results of 400 completed surveys will have a precision of at least +/-5.0% at the 95% level of confidence. The goal of 400 completed surveys will ensure a statistically valid sample size city wide and will give the City the ability to crosstabulate the results by key demographic features and up to four geographic areas. ETC Institute's fees include mailing up to 4,000 survey packets and 4,000 postcards.

Deliverable Task 2. An email confirming that the sample has been acquired.

**Task 3: Administer the Survey.** ETC Institute will administer the survey as follows

- Residents who receive the survey will have the option of completing it in one of the following three ways:
  - By mail using a postage-paid return envelope, which will be included with the survey. These are provided by ETC Institute. If a respondent loses it, they can call ETC Institute's toll-free number to request another envelope.
  - By going on-line to a website; the website will be printed on the survey
  - By calling a toll-free number, which will be printed on the survey; ETC Institute will have interviewers who will answer inbound calls in both English and Spanish from residents who prefer to complete the survey by phone.
- ETC Institute will follow-up with households that do not respond to the survey within 10 days to maximize participation in the survey. These follow-ups will be conducted as follows:
  - By sending e-mails and texts to households for whom email addresses can be obtained. The emails will contain a link to the on-line version of the survey
  - By calling households in both English and Spanish and leaving voice messages about the survey with households that do not answer their phone; ETC Institute will give those who do answer their phone an opportunity to complete the survey by phone.
  - By placing direct social media ads on the social media feeds of people who have not responded to the survey. People who respond online will be required to enter their home address at the end of the survey. The addresses entered online will be matched against our random sample. If the address does not match or the respondent does not provide an address, the response will not be counted. This will ensure all respondents are part of the random sample.
- ETC Institute will conduct follow-ups by phone and e-mail until a minimum of 400 surveys are completed.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors compared to the most recent Census estimates.
- ETC Institute will weight the data if needed to ensure the geographic and demographic composition of the sample are similar to the most recent Census estimates for the City's population and the composition of previous surveys to ensure trend analysis from previous years is comparable.

Deliverable Task 3. ETC Institute will provide a copy of the overall results for each question on the survey.

**Task 4: Analysis and Final Report.** ETC Institute will conduct analysis of the data and submit a final report to the City. At a minimum, the analysis and report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of the survey as well as trends to prior surveys
- Benchmarks that show how the City’s performance compares to other communities in Florida and a national average
- Importance Satisfaction Ratings that show the services which should receive the most emphasis in order to improve overall satisfaction
- GIS maps that show select questions on the survey as maps of the City.
- Crosstabulations showing the results of the survey by key demographic features.
- Tabular data showing the results for all questions on the survey as well as verbatim open-ended responses.
- A copy of the survey instrument and cover letter.

Deliverable Task 4: ETC Institute will submit the final report in a pdf format.

### ***Project Schedule***

Listed below is ETC Institute’s typical timeline for administering a survey. We are available to start at a date most convenient for the City.

- **Month 1**  
Design survey instrument  
Finalize sampling plan
- **Month 2-3**  
Administer the survey
- **Month 3-4**  
Draft Report Submitted for review  
Prepare and Deliver the Final Report (Estimated end of June or by Mid-July 2023)

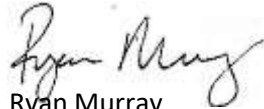
**Fee**

The table below shows a breakdown of the fees for the services described in this proposal.

<b>2023 Grain Valley Survey Fees</b>		<b>Completed Surveys</b>	
<b>Task</b>	<b>Description</b>	<b>400</b>	<b>500</b>
1	Design the Survey	\$ 2,250.00	\$ 2,250.00
2	Develop Sampling Plan	\$ 2,000.00	\$ 2,850.00
3	Administer Survey	\$ 8,750.00	\$ 9,750.00
4	Analysis and Reporting	\$ 2,500.00	\$ 2,500.00
<b>TOTAL</b>		<b>\$ 15,500.00</b>	<b>\$ 17,350.00</b>
<b>Optional Services</b>			
1	On-Site Presentation of Results		\$ 750.00

**CLOSING:** We appreciate your consideration of this proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4598.

Sincerely,



Ryan Murray  
Assistant Director of Community Research  
ETC Institute  
725 W. Frontier Circle  
Olathe, KS 66061  
(913) 254-4598  
[Ryan.Murray@etcinstitute.com](mailto:Ryan.Murray@etcinstitute.com)

# Contract for Services and Scope of Work Between ETC Institute and the City of Grain Valley, Missouri

## ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a survey for the City of Grain Valley, Missouri. The process will take approximately 14-16 weeks from the development of the survey to delivery of the final results.
2. **Maximum Fixed Fee.** The base fee of \$15,500 includes designing and administering the survey, and providing a formal report, including benchmarking analysis, priority investment ratings, geocoding the final results. Optional services may also be included for an additional fee: on-site presentations of the final results.
3. **ETC Institute's Responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
  - finalizing the methodology for administering the survey based on input from the City.
  - including a question on the survey asking respondents to opt-in to a chance to win a \$500 Visa gift card as an incentive for completing their survey.
  - designing a survey instrument that is up to 6 pages in length.
  - selecting a random sample of households to be surveyed.
  - setting up the database.
  - conducting a pretest of the survey instrument.
  - completing 400 surveys by a combination of mail, online, text message, targeted social media ads and phone. ETC Institute's fees including printing and mailing up to 4,000 surveys and 4,000 postcards. The goal will be to obtain completed surveys from 400 residents. A sample of 400 completed surveys will provide results that have a margin of error of +/-5.0% at the 95% level of certainty.
  - conducting data entry and quality control review for all completed surveys.
  - Monitoring the distribution of the responses to ensure the sample reasonably reflects the demographic composition of the study area with regard to age, geographic dispersion, gender, race, and Hispanic/Latino ancestry.
  - ETC Institute, if needed, will weight the data as needed if one or more demographic groups are over/underrepresented relative to recent Census estimates for the study area's population.
  - providing complete printouts of the data.
  - conducting benchmarking analysis that shows how the results compare to ETC Institute's benchmarks.
  - Geocoding the results and creating no fewer than 15 maps.
  - conducting Importance-Satisfaction analysis to identify the types of improvements that will have the most impact on residents.
  - completing a final report which includes the following
    - An executive summary that includes the description of the survey methodology and major findings,

- Charts and graphs for all questions on the survey,
  - Importance-Satisfaction Analysis,
  - Benchmarking analysis that shows how the City’s results compares to other communities (as available based on question selection),
  - GIS Maps showing select questions as maps of the City,
  - Crosstabulations by key demographic and geographic features of the sample,
  - Data tables showing the results for all questions on the survey, and
  - A copy of the survey instrument.
4. Responsibilities for the City will include the following:
- approving the survey instrument
  - providing a cover letter for the mail version of the survey
  - provide GIS shapefiles showing the boundaries of the study area and any sub areas for crosstabulations
  - identifying requests for subanalysis of the data as appropriate

## **ARTICLE II: PAYMENT FOR SERVICES**

1. Total Fee for services is \$15,500. Invoices will be submitted as follows:
  - Survey and Sampling Plan Development: \$4,250.00
  - Initiate Survey Administration (Printing & Mailing): \$3,500.00
  - Survey Administration Complete: \$5,250.00
  - Analyze the Results and Draft Report: \$1,250.00
  - Final Report Delivered: \$1,250.00
2. Optional Task Pricing
  - On-site presentation of results: \$750

## **ARTICLE III: MISCELLANEOUS PROVISIONS**

1. **Change in Scope.** The Scope of Services, for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. **Termination of Contract.** This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the client, the client shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.
3. **Rights to Use the Data.** ETC Institute has the right to use the data as a component of ETC Institute’s DirectionFinder® benchmarks, but ETC Institute will not release specific results without written approval from the client.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.**

REPRESENTATIVE

ORGANIZATION

\_\_\_\_\_ Date \_\_\_\_\_

Gregory S. Emas, CFO

ETC Institute

\_\_\_\_\_ Date \_\_\_\_\_

ETC Institute takes reasonable steps to protect survey response data and personal data regarding respondents. Survey Owner has received and reviewed a current copy of the ETC Institute Privacy Policy and understands and acknowledges its terms.

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# *Ordinances*

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

<b>MEETING DATE</b>	04/24/2023, 05/08/2023	
<b>BILL NUMBER</b>	B23-12	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, AMENDING CHAPTER 215 OFFENSES TO ADD A NEW SECTION 215.165 RELATING TO ABUSE OF A CHILD</b>	
<b>REQUESTING DEPARTMENT</b>	Police	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available:	\$0.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To amend chapter 215 Offenses to add a new section relating to abuse of a child	
<b>BACKGROUND</b>	The prosecutor recommended an update to the code to include abuse of a child. It was recognized as an item the City should include in the code to accurately and best describe a crime committed. Previously, other parts of code were used to address this crime and were less descriptive.	
<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	

**REFERENCE DOCUMENTS  
ATTACHED**

Ordinance

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-12

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
April 24, 2023 (6-0)

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI, AMENDING CHAPTER 215 OFFENSES TO ADD A NEW SECTION 215.165  
RELATING TO ABUSE OF A CHILD**

**WHEREAS**, the City of Grain Valley, Missouri, imposes by ordinance the municipal offense of abuse of a child; and

**WHEREAS**, the City of Grain Valley's Board of Aldermen and Police Department have recognized that to protect the community's health, safety, morals, and/or general welfare, such ordinance is required.

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

**SECTION 1.** The City Code is hereby amended by the addition of a new Section 215.165 which shall hereafter read as follows:

(a) *Definitions.* As used in this section the following terms mean:

*Abuse* is the intentional infliction of physical, sexual, or mental injury against a child by any person eighteen (18) years of age or older. For purposes of this Section, abuse shall not include injury inflicted on a child by accidental means by a person with care, custody, or control of the child, or discipline of a child by a person with care, custody, or control of the child, including spanking, in a reasonable manner.

*Child* is any person under the age of eighteen (18).

*Mental Injury* is an injury to the intellectual or psychological capacity or the emotional condition of a child as evidenced by an observable and substantial impairment of the ability of the child to function within their normal range of performance or behavior.

*Neglect* is the failure to provide, by those responsible for the care, custody, and control of a child under the age of eighteen (18) years, the care reasonable and necessary to maintain the physical and mental health of the child, when such failure presents a substantial probability that death or physical injury or sexual injury would result.

*Physical Injury* is physical pain, illness, or any impairment of physical condition, including but not limited to bruising, lacerations, hematomas, welts, or permanent or temporary disfigurement and impairment of any bodily function or organ.

(b) A person commits the violation of abuse of a child if such person knowingly causes a child:

(1) To suffer physical or mental injury as a result of abuse or neglect; or

(2) To be placed in a situation in which the child may suffer physical or mental injury as the result of abuse or neglect.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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

ATTEST:

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

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

<b>MEETING DATE</b>	04/24/2023, 05/08/2023	
<b>BILL NUMBER</b>	B22-13	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE REPEALING SECTION 215.357 OF THE MUNICIPAL CODE-ENDANGERING THE WELFARE OF A CHILD OF THE CITY CODE OF ORDINANCES</b>	
<b>REQUESTING DEPARTMENT</b>	POLICE	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To update the municipal code by removing duplicative sections.	
<b>BACKGROUND</b>	After reviewing the municipal code with the city attorneys, it was determined that Section 215.357 had language that is duplicative of section 215.155 Endangering the Welfare of a Child.	
<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>	Ordinance, Section 215.357	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-13

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
April 24, 2023 (6-0)

**AN ORDINANCE REPEALING SECTION 215.357 OF THE MUNICIPAL CODE-  
ENDANGERING THE WELFARE OF A CHILD OF THE CITY CODE OF ORDINANCES**

**WHEREAS**, the City of Grain Valley City Code contains duplicate Sections for the violation of Endangering the Welfare of a Child in Section 215.155 and Section 215.357; and

**WHEREAS**, Section 215.155 and Section 215.357 of the City Code contain the exact same verbiage; and

**WHEREAS**, the City of Grain Valley’s Board of Aldermen have determined it is not necessary to keep duplicate Sections of this violation in the City Code.

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

**SECTION 1.** The City Code is hereby amended by repealing Section 215.357 Endangering the Welfare of a Child.

**SECTION 2.** This ordinance shall be in full force and effect from and after its passage and approval.

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

**SECTION 1:**

Read two times and PASSED by the Board of Aldermen this \_\_\_day of\_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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



ATTEST:

---

Jamie Logan  
City Clerk

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Select Language ▼

City of Grain Valley, MO  
Wednesday, April 19, 2023

## Chapter 215. Offenses

### Article IX. Offenses Against The Person

#### Section 215.357. Endangering The Welfare Of A Child.

- A. A person commits the offense of endangering the welfare of a child if he/she:
1. With criminal negligence acts in a manner that creates a substantial risk to the life, body or health of a child less than seventeen (17) years old; or
  2. Knowingly encourages, aids or causes a child less than seventeen (17) years of age to engage in any conduct which causes or tends to cause the child to come within the provisions of Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  3. Being a parent, guardian or other person legally charged with the care or custody of a child less than seventeen (17) years of age, recklessly fails or refuses to exercise reasonable diligence in the care or control of such child to prevent him/her from coming within the provisions of Paragraph (c) of Subdivision (1) of Subsection (1) or Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  4. Knowingly encourages, aids or causes a child less than seventeen (17) years of age to enter into any room, building or other structure which is a public nuisance as defined in Section 579.105, RSMo.
- B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he/she is being provided non-medical remedial treatment recognized and permitted under the laws of this State.

[1] *Note: Under certain circumstances this offense can be a felony under state law.*



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

<b>MEETING DATE</b>	04/24/2023, 05/08/2023	
<b>BILL NUMBER</b>	B23-14	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, AMENDING CHAPTER 215 OFFENSES TO ADD A NEW SECTION 215.165 RELATING TO ABUSE OF A CHILD</b>	
<b>REQUESTING DEPARTMENT</b>	Police	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available:	\$0.00
	New Appropriation Required:	[ ] Yes      [ ] No
<b>PURPOSE</b>	To amend chapter 215 Offenses to comply with age updates enacted by the State of Missouri	
<b>BACKGROUND</b>	The State of Missouri enacted changes to the law in 2021 updating the age from 17 to 18 of when a child is considered an adult. It is necessary to amend the City of Grain Valley's code to reflect the state law updates.	
<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	

**REFERENCE DOCUMENTS  
ATTACHED**

Ordinance

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-14

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
April 24, 2023 (6-0)

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI, AMENDING CHAPTER 215 OF THE CODE OF ORDINANCES TO COMPLY  
WITH AGE UPDATES ENACTED BY THE STATE OF MISSOURI**

**WHEREAS**, the State of Missouri passed legislation in 2021 changing the age from 17 to 18 for which a child is considered an adult; and

**WHEREAS**, the City of Grain Valley's Board of Aldermen and Police Department have recognized that under current Missouri legislation, a child is not considered an adult until the age of 18; and

**WHEREAS**, the City of Grain Valley's Board of Aldermen have determined it's appropriate and necessary to amend Chapter 215 of the City's Code of Ordinances in order to comply with Missouri law.

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

**SECTION 1.** The City Code is hereby amended by repealing the following sections of Chapter 215 of the City Code and enacting new sections to comply with Missouri law:

Section 215.070. Glue Sniffing;  
Section 215.145. Unlawful Transactions With A Child;  
Section 215.155. Endangering The Welfare Of A Child;  
Section 215.210. Mistake As To Age — Consent Not A Defense, When;  
Section 215.355. Defenses To Kidnapping;  
Section 215.357. Endangering The Welfare Of A Child; and  
Section 215.425. Regulation Of Laser Pointers.

**Section 215.070. Glue Sniffing. [R.O. 1996 § 215.070; Ord. No. 836 § 16-52, 2-8-1993; Ord. No. 2475, 9-9-2019]**

- A. As used in this Section, the term "model glue" shall mean any glue or cement of the type commonly used in the building of model airplanes, boats, and automobiles, containing toluene, acetone, or other solvent or chemical having the property of releasing toxic vapors.
- B. No person shall, for the purpose of causing a condition of intoxication, euphoria, excitement, exhilaration, stupefaction, or dulling of the senses or nervous system, intentionally smell or inhale the fumes from any model glue; provided, however, that this Section shall not apply to the inhalation of any anesthesia for medical or dental purposes.

- C. No person shall for the purpose of violating or aiding another to violate any provision of this Section intentionally possess, buy, sell, transfer possession, or receive possession of, any model glue.
- D. Except as provided in Subsection (D)(2) hereof and also Subsection (E), no person under eighteen (18) years of age shall possess or buy any model glue.
  - 1. Except as provided in Subsection (D)(2) hereof and also Subsection (E), no person shall sell or transfer possession of any model glue to another person under eighteen (18) years of age.
  - 2. Provided, however, a person may sell or transfer possession of model glue to a person under eighteen (18) years of age for model building or other lawful use where such minor has in his/her possession and exhibits the written consent of his/her parent or guardian.
- E. A person making a sale or transfer of possession of model glue to a person under eighteen (18) years of age who exhibits the written consent of his/her parent or guardian, shall record the name, address, sex, and age of the minor and the name and address of the consenting parent or guardian. All data required by this Subsection shall be kept in a permanent-type register available for inspection by the City Health Officer, Chief of Police, and other appropriate official for a period of at least one (1) year.
  - 1. All model glue as herein defined shall be kept in a place within the business establishment in such a manner that the same shall not be obtainable without the personal dispensing by the store owner or his/her agents, servants and employees.
  - 2. Any person other than a minor violating the provisions of this Section shall be deemed guilty of an ordinance violation. Persons not having obtained the age of eighteen (18) violating any of the provisions of this Section shall be dealt with in accordance with juvenile laws and procedures of the State.

#### **Section 215.145. Unlawful Transactions With A Child.**

A person commits the offense of unlawful transactions with a child if, being a pawnbroker, junk dealer, dealer in secondhand goods, or any employee of such person, he/she, with criminal negligence, buys or receives any personal property other than agricultural products from an unemancipated minor, unless the child's custodial parent or guardian has consented in writing to the transaction; or he/she knowingly permits a minor child to enter or remain in a place where illegal activity in controlled substances, as defined in Chapter 579, RSMo., is maintained or conducted; or he/she with criminal negligence sells blasting caps, bulk gun powder, or explosives to a child under the age of eighteen (18), or fireworks as defined in Section 320.106, RSMo., to a child under the age of fourteen (14), unless the child's custodial parent or guardian has consented in writing to the transaction. Criminal negligence as to the age of the child is not an element to this offense.

#### **Section 215.155. Endangering The Welfare Of A Child.**

- A. A person commits the offense of endangering the welfare of a child if he/she:
  - 1. With criminal negligence acts in a manner that creates a substantial risk to the life, body or health of a child less than eighteen (18) years old; or



2. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to engage in any conduct which causes or tends to cause the child to come within the provisions of Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  3. Being a parent, guardian or other person legally charged with the care or custody of a child less than eighteen (18) years of age, recklessly fails or refuses to exercise reasonable diligence in the care or control of such child to prevent him/her from coming within the provisions of Paragraph (c) of Subdivision (1) of Subsection (1) or Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  4. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to enter into any room, building or other structure which is a public nuisance as defined in Section 579.105, RSMo.
- B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he/she is being provided non-medical remedial treatment recognized and permitted under the laws of this State.

**Section 215.210. Mistake As To Age — Consent Not A Defense, When.**

- A. Whenever in this Chapter or Chapter 566, RSMo., the criminality of conduct depends upon a child being less than fourteen (14) years of age, it is no defense that the defendant believed the child to be older.
- B. Whenever in this Chapter or Chapter 566, RSMo., the criminality of conduct depends upon a child being less than eighteen (18) years of age, it is an affirmative defense that the defendant reasonably believed that the child was eighteen (18) years of age or older.
- C. Consent is not a defense to any offense under this Chapter or Chapter 566, RSMo., if the alleged victim is less than fourteen (14) years of age.

**Section 215.355. Defenses To Kidnapping.**

- A. A person does not commit the offense of kidnapping under Section 215.345 if the person restrained is a child less than eighteen (18) years of age and:
  1. A parent, guardian or other person responsible for the general supervision of the child's welfare has consented to the restraint; or
  2. The person is a relative of the child; and
    - a. The person's sole purpose is to assume control of the child; and
    - b. The child is not taken out of the State of Missouri.
- B. For the purpose of this Section, "relative" means a parent or stepparent, ancestor, sibling, uncle or aunt, including an adoptive relative of the same degree through marriage or adoption.
- C. The defendant shall have the burden of injecting the issue of a defense under this Section.

**Section 215.357. Endangering The Welfare Of A Child.**

- A. A person commits the offense of endangering the welfare of a child if he/she:

1. With criminal negligence acts in a manner that creates a substantial risk to the life, body or health of a child less than eighteen (18) years old; or
  2. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to engage in any conduct which causes or tends to cause the child to come within the provisions of Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  3. Being a parent, guardian or other person legally charged with the care or custody of a child less than eighteen (18) years of age, recklessly fails or refuses to exercise reasonable diligence in the care or control of such child to prevent him/her from coming within the provisions of Paragraph (c) of Subdivision (1) of Subsection (1) or Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
    4. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to enter into any room, building or other structure which is a public nuisance as defined in Section 579.105, RSMo.
- B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he/she is being provided non-medical remedial treatment recognized and permitted under the laws of this State.

#### **Section 215.425. Regulation Of Laser Pointers.**

##### **A. Generally.**

1. **Possession By Minors Prohibited.** It shall be unlawful for any person under the age of eighteen (18) to possess a laser pointer except in the residence of that person. All laser pointers in the possession of a minor are deemed contraband, subject to seizure by any duly authorized Peace Officer with or without process or warrant and shall be subject to forfeiture.
  2. **Affirmative Defense.** It shall be a defense to Subsection (A)(1) where the laser pointer would have been or was used for a valid school approved or employment purpose and under the direct supervision of a school staff person, instructor, employer, parent, guardian or other responsible adult.
  3. **Penalty.** Upon conviction thereof, any person violating this Section shall be subject to the penalties set forth in Section 100.110 (General Penalty).
- B. **Illumination Of Persons Prohibited.** It shall be unlawful for any person to use a laser pointer in such a manner that the laser beam illuminates on any other person lending to reasonable anger, alarm, arouse or cause resentment in that other person.
- C. **Illumination Of Vehicle Operators Prohibited.** It shall be unlawful for any person to use a laser pointer in such a manner that the laser beam illuminates the operator of a motor vehicle.
- D. **Illumination Of Uniformed Officers Prohibited.**
1. It shall be unlawful for any person to use a laser pointer in such a manner that the laser beam illuminates a uniformed Police Officer, uniformed security guard, uniformed school safety officer, uniformed firefighter, uniformed ambulance worker, uniformed public safety officer, uniformed animal control officer, uniformed parking control member or the marked service vehicle of any of the above listed persons.

2. For purposes of Subsection (A), "laser pointer" is any device which emits light amplified by the stimulated emission of radiation that is visible to the human eye and designed to be used as a pointer or highlighted to indicate, mark or identify a specific position or place, including but not limited to Class 2 lasers, Class 3a and 3b lasers, and Class 4 lasers.
3. Penalty. Any violation of the above provisions shall be punishable in accordance with Section 100.110 of the Code of the City of Grain Valley.

**SECTION 2.** This ordinance shall be in full force and effect from and after its passage and approval.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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

ATTEST:

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

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

<b>MEETING DATE</b>	05/08/2023	
<b>BILL NUMBER</b>	B23-15	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING AGREEMENT FOR THE SOUTH BUCKNER-TARSNEY SHARED TRAIL</b>	
<b>REQUESTING DEPARTMENT</b>	PARKS AND RECREATION	
<b>PRESENTER</b>	Shannon Davies, Director of Parks & Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$10,000 (2024) \$113,300 (2025)
	Budget Line Item:	200-22-78780
	Balance Available	N/A
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To approve a grant from the Missouri Department of Transportation to construct a 10-foot wide asphalt trail along Buckner-Tarsney Road from the Blue Branch Creek Trail north to Nelson Drive.	
<b>BACKGROUND</b>	As part of the City's 5 Year Capital Improvement Plan, this project was identified and funds were budgeted in the 2022 Budget to provide design of the project. Project is currently under design. A Transportation Alternative (TAP) Grant was applied for through the Mid-America Regional Council (MARC) to fund 80% of the construction cost with 20% of the construction cost and 100% of design and easement acquisition costs coming from Trail Improvements.	
<b>SPECIAL NOTES</b>	Funds would not be required for construction until grant funds are released by MoDOT in 2025. TAP 3456403	
<b>ANALYSIS</b>	Accepting this grant will require the City to budget approximately \$10,000 in 2024 for easement acquisition and \$113,300 for construction in 2025 or 2024 if funds become available sooner. This will leverage \$328,360 in federal grant funds. In addition, the City would be obligated to pay MARC a project fee of \$3,283.60.	

<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Park Board has approved this plan. BOA has appropriated funds for design and approved the 5-year CIP
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Grant Agreement

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-15

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING  
AGREEMENT FOR THE SOUTH BUCKNER-TARSNEY SHARED TRAIL**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley is committed to providing safe, pedestrian and bicycle safety for the residents of our community; and

**WHEREAS**, the City of Grain Valley was awarded \$328,360 in funding for The South Buckner-Tarsney Shared Trail.

**NOW THEREFORE, BE IT ORDAINED** 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 the Transportation Alternative Program (TAP) funding agreement with the Missouri Highways and Transportation Commission for South Buckner-Tarsney Shared Trail.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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

ATTEST:

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

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CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP - 3456403  
Award Year: 2025  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Grain Valley (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: along Buckner Tarsney Road in Grain Valley, MO

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words

of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be

submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$328,400.00 (three hundred twenty eight four hundred dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of

inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on \_\_\_\_\_.

Executed by the Commission on\_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF GRAIN VALLEY

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

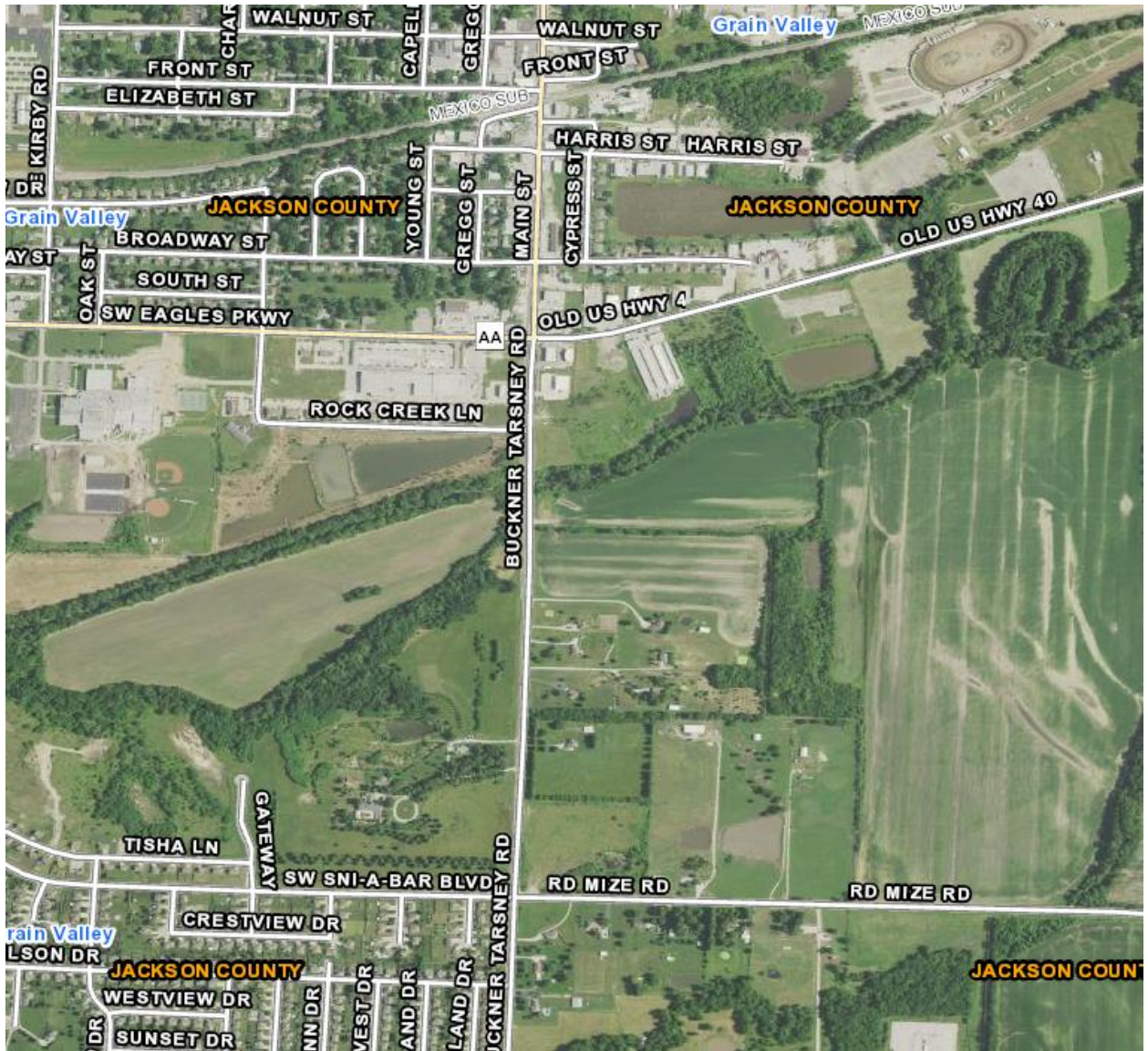
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

*\*If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: TAP 3456403 South Buckner Tarsney Shared Trail

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	2/27/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	8/1/2023
Conceptual Study (if applicable)	1/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	8/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2025
Plans, Specifications & Estimate (PS&E) Approval	4/1/2025
Advertisement for Letting	5/1/2025
Bid Opening	6/1/2025
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	8/31/2025

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

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

<b>MEETING DATE</b>	05/08/2023	
<b>BILL NUMBER</b>	B23-16	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING AGREEMENT FOR THE EAGLES PARKWAY SHARED TRAIL</b>	
<b>REQUESTING DEPARTMENT</b>	PARKS AND RECREATION	
<b>PRESENTER</b>	Shannon Davies, Director of Parks & Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$55,000 (2024) \$172,970 (2025)
	Budget Line Item:	200-22-78780
	Balance Available	N/A
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To approve a grant from the Missouri Department of Transportation to construct a 10-foot wide, shared trail along eagles Parkway from the Blue Branch Creek Trail East to Main Street/Buckner-Tarsney Road.	
<b>BACKGROUND</b>	As part of the City's 5 Year Capital Improvement Plan, this project was identified with design and easement acquisition funds scheduled to be budgeted in the 2024 Fiscal Year. A Transportation Alternative (TAP) Grant was applied for through the Mid-America Regional Council (MARC) to fund 80% of the construction cost with 20% of the construction cost and 100% of design and easement acquisition costs coming from Trail Improvements.	
<b>SPECIAL NOTES</b>	Funds would be required for the design and easement acquisition in 2024 with construction costs to follow when grant funds are released by MoDOT in 2025. TAP 3456402	
<b>ANALYSIS</b>	Accepting this grant will require the City to budget approximately \$55,000 in 2024 for design and easement acquisition and \$172,970 for construction in 2025 when grant funds become available. This will leverage \$413,660 in federal grant funds. In addition, the City would be obligated to pay MARC a project fee of \$4,136.60.	

<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Park Board has approved this plan. BOA has approved the 5-year CIP containing this project.
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Grant Agreement

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-16

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING  
AGREEMENT FOR THE EAGLES PARKWAY SHARED TRAIL**

**WHEREAS**, the Board of Alderman of the City of Grain Valley is committed to providing safe, pedestrian and bicycle safety for the residents of our community; and

**WHEREAS**, the City of Grain Valley was awarded \$413,660 in funding for The Eagles Parkway Shared Trail.

**NOW THEREFORE, BE IT ORDAINED** 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 the Transportation Alternative Program (TAP) funding agreement with the Missouri Highways and Transportation Commission for Eagles Parkway Shared Trail.

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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

ATTEST:

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

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CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP - 3456402  
Award Year: 2025  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Grain Valley (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: in Grain Valley along SW Eagle's Parkway (Route AA).

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

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2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The

Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$413,700.00 (four hundred thirteen thousand seven hundred dollars),. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors,

if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF

2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*[Remainder of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on\_\_\_\_\_.

Executed by the Commission on\_\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF GRAIN VALLEY

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

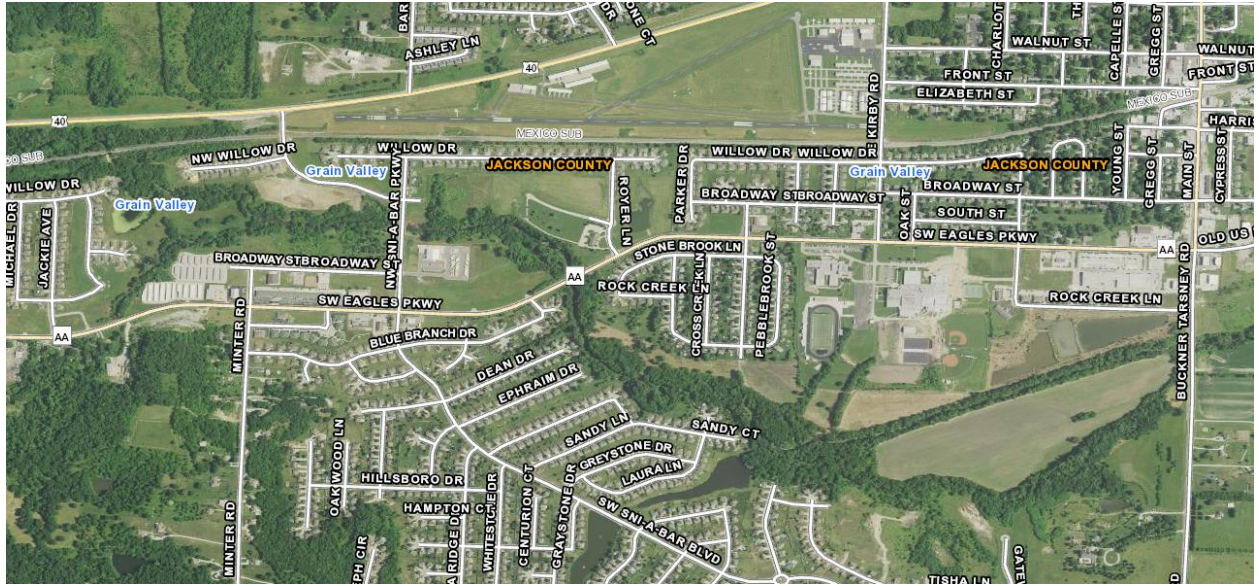
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

*\*If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

# Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: TAP 3456402 Eagle’s Parkway (Rt AA) shared trail

<b>Task</b>	<b>Date</b>
Date funding is made available or allocated to recipient	2/27/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	8/1/2023
Conceptual Study (if applicable)	1/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	11/1/2024
Plans, Specifications & Estimate (PS&E) Approval	3/1/2024
Advertisement for Letting	4/1/2025
Bid Opening	6/1/2025
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	8/31/2025

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

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

<b>MEETING DATE</b>	05/08/2023	
<b>BILL NUMBER</b>	B23-17	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2023 BUDGET TO ALLOCATE FUNDING FROM PARK FUND RESERVES FOR THE TRANSPORTATION PROJECT FEES RELATED TO THE T.A.P. FUNDING AWARD FOR THE BUCKNER-TARSNEY AND SW EAGLES PARKWAY SHARED-USE TRAIL PROJECTS</b>	
<b>REQUESTING DEPARTMENT</b>	Parks and Recreation	
<b>PRESENTER</b>	Shannon Davies, Director of Parks & Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$7,420.20
	Budget Line Item:	Allocation from Reserves to Line Item: 200-22-78780
	Balance Available:	\$0.00
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To fulfill the requirements from MARC for the T.A.P. Award the City received for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects.	
<b>BACKGROUND</b>	The City received notice of award for T.A.P. funds earlier this year for two trail projects: Buckner-Tarsney Road Shared Trail=\$413,660 and SW Eagles Parkway Shared Trail=\$328,360 totaling \$7420,020 in project award funds. MARC requires a 1% project fee paid upfront, which equals \$7,420.20	
<b>SPECIAL NOTES</b>	The City did not budget for this during 2023 budget planning because at that time, we were not sure if any of our projects were going to be awarded any T.A.P. funds.	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance with Transportation Project Fee Letter and Invoice

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

BILL NO. B23-17

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

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2023 BUDGET TO ALLOCATE FUNDING FROM PARK FUND RESERVES FOR THE TRANSPORTATION PROJECT FEES RELATED TO THE T.A.P. FUNDING AWARD FOR THE BUCKNER-TARSNEY AND SW EAGLES PARKWAY SHARED-USE TRAIL PROJECTS**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley adopted the Fiscal Year 2023 budget on November 28, 2022; and

**WHEREAS**, the Fiscal Year 2023 budget estimates the year’s revenues and expenditures; and

**WHEREAS**, any transportation project fees were an unknown at that time and unbudgeted for the 2023 fiscal year; and

**WHEREAS**, the 2023 budget needs to be amended to allocate funds for transportation projects fees pertaining to these two T.A.P. funded trail projects.

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

**SECTION 1:** The City Administrator is hereby authorized to amend the 2023 budget to allocate funding from park reserves for the transportation project fees related to the T.A.P. funding award for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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

ATTEST:

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

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

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



March 15, 2023

Ken Murphy  
City Administrator  
City of Grain Valley, Missouri  
711 Main Street  
Grain Valley, MO 64029

Dear Mr. Murphy:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2022:

Project Name	Source	Amount
Eagles Parkway (Rt. AA) Shared Trail	TA-MO	\$413,660
South Buckner Tarsney Shared Trail	TA-MO	\$328,360
<b>Total Funding</b>		<b>\$742,020</b>

As you know, in 2020 the MARC Board of Directors approved an update to the *MARC Transportation Program Local Match Policy and Strategy* that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the projects above results in an amount of \$7,420.20 that will be due to MARC in 2023, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at (816) 474-4240 or rona@marc.org.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Achelpohl".

Ronald B. Achelpohl, PE  
Director of Transportation & Environment

Attachment

Cc: Mark Trosen  
Dick Tuttle

Chair  
Carson Ross  
Mayor  
Blue Springs,  
Missouri

1st Vice Chair  
Janeé Hanzlick  
Commissioner  
Johnson County,  
Kansas

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

Treasurer  
Damien Boley  
Mayor  
Smithville,  
Missouri

Secretary  
Holly Grummert  
Councilmember  
Overland Park,  
Kansas

Executive Director  
David A. Warm



Remit To:  
 600 Broadway Suite 200  
 Kansas City, MO 64105-1659  
 Phone: (816) 474-4240  
 Fax: (816) 421-7758

Invoice	D-I-0004536
Date	2/28/2023
Grant No.	12500
Page	1

**Bill To:**

City of Grain Valley  
  
 711 Main Street  
 Grain Valley MO 64029

**Return one copy with payment.**

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	GRAINVALLOCALDUE		Due on Receipt	19,563
Item Number	Description			Ext. Price
12500	Transportation Project Fees			\$7,420.20
			<b>Subtotal</b>	\$7,420.20
			<b>Misc</b>	\$0.00
			<b>Total</b>	\$7,420.20

COPY

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

<b>MEETING DATE</b>	05/08/2023	
<b>BILL NUMBER</b>	B23-18	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING TRAFFIC CODE SCHEDULE II STOP INTERSECTIONS OF THE CITY OF GRAIN MUNICIPAL CODE</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	210-55-73740
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To add stop sign locations to the Code of Ordinances.	
<b>BACKGROUND</b>	Section 350.010 grants authority to the City Engineer to install traffic control devices. These devices include stop signs.	
<b>SPECIAL NOTES</b>		
<b>ANALYSIS</b>	The stop signs included in this ordinance are for four way stops at 2 intersections. Traffic studies were completed for the Rosewood Drive/Hedgewood Drive intersection and the Rosewood Drive/Lindenwood Drive. Both studies indicate that a 4 way stop is warranted for these intersections.	
<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>	Proposed Ordinance and 2 traffic studies

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-18

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

**AN ORDINANCE AMENDING TRAFFIC CODE SCHEDULE II STOP INTERSECTIONS OF THE CITY OF GRAIN VALLEY MUNICIPAL CODE**

**WHEREAS**, the City of Grain Valley, Missouri, through its Code of Ordinances has the authority to erect signs giving notice to drivers to stop at intersections before at locations specified within the corporate limits; and

**WHEREAS**, according to Section 315.010 the City Engineer has authority to install traffic control devices; and

**WHEREAS**, the Mayor and the Board of Aldermen have reviewed this change and deemed it to be in the best interest of the City.

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

**SECTION 1:** The Traffic Code Schedule II Stop Intersections of the City of Grain Valley Municipal Code is hereby amended to include the following:

**Stop On**

**At**

Rosewood Drive NW  
Hedgewood Drive NW

Lindenwood Drive NW (4way)  
Rosewood Drive NW (4 way)

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD \_\_\_\_\_  
ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_

ALDERMAN BRAY \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN SKINNER \_\_\_\_\_

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

Approved as to form:

---

Lauber Municipal Law  
City Attorney

---

Mike Todd  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

**Traffic Study Conducted at**  
**Rosewood Drive and Hedgewood Drive**  
**For a 4-Way Stop Intersection**  
**May 5, 2023**

**Background:**

The intersection of Rosewood Drive and Hedgewood Drive is located in Rosewood Hills Subdivision 6<sup>th</sup> Plat. Rosewood Drive is classified as a residential collector, while Hedgewood Drive is classified as a residential access street but currently acts as a residential collector. The intersection has been controlled with stop sign on Rosewood drive only. The speed limit for both roads is 25 miles per hour (mph).

The City of Grain Valley has received requests for a four way stop at the intersection due to the speed of vehicles on both streets, a tendency for traffic to run the stop sign on Rosewood Drive and the high pedestrian traffic at the intersection.

**Data Collection:**

Traffic counts and video observations were collected by City staff from April 8, 2023 through April 14, 2023, pedestrian traffic and turning movements were counted for peak AM and Peak PM hours. The results of these studies indicate that peak hour traffic volume for Rosewood Drive averages 54 vehicles per hour. During the same time period the average number of vehicles per hour on Hedgewood Drive was 61.

Site Distance was measured from as-built drawings and in the field for this intersection. The shortest sight distance measured for vehicles entering the intersection on Rosewood Drive as seen from Hedgewood Drive was 600 feet. This distance measured for vehicles entering Rosewood from Hedgewood Drive was 400 feet.

**Standards:**

The standards for placing traffic control devices are established by the Federal Highway Administration in the Manual of Uniform Traffic Devices. The manual was last published in 2009 with amendments added in 2012. Chapter 2b. Regulatory Signs, Barricades, and Gates addresses the application of signs. Section 2B.04 addresses Right-of-Way at Intersections. According to this section the use of yield or stop signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle and pedestrian traffic volume entering the intersection from all approaches averages more than 2,000 units per day.
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with normal right of way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve failure to yield the right-of-way at the intersection under normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a two-year period.

This section also states that “Yield or stop signs should not be used for speed control.”

Section 2B.07 addresses the use of Multi-Way Stop Applications as requested in this case. Section 2B.07 states that “The restrictions on the use of stop signs described in Section 2B.04 apply to multi-way stop applications.

The following criteria should be considered in the engineering study for a multi-way stop sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right angle collisions.
- C. Minimum volumes:
  1. The vehicular volume entering from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85<sup>th</sup> percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the values provide in items 1 and 2.
- D. Where no single criterion is satisfied, but Criteria B, C.1 and C.2 are all satisfied to 80% of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way stop control would improve traffic operational characteristics of the intersection.

#### **Analysis:**

The following is the analysis of the criteria and the data collected.

- *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day. Based on the traffic counts collected by the engineering staff on April 7, 2023 through approximately 1,080 vehicles per day can be anticipated. Therefore a 4-way stop would not be warranted.*



- *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with normal right of way rule if such stopping or yielding is necessary; **Sight distance was field measured. The minimum distance measured was 400 feet. For a 25 mph speed limit the most restrictive distance is 280 feet for traffic traveling west on Hedgewood. Therefore a 4-way stop would not be warranted.***
- *Crash records indicate that five or more crashes that involve failure to yield the right-of-way at the intersection under normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a two-year period. **A records search indicated that no crashes have been recorded at this intersection. Therefore, this criteria does not apply.***
- *Where traffic control signals are justified, the multi-way stop is an interim measure for the installation of the traffic control signal. **Since no signal is contemplated at this intersection, this criteria does not apply.***
- *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right angle collisions. **A records search indicates that no crashes have been recorded at this intersection, so this criteria does not apply.***
- *The vehicular volume entering from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; **The average hourly volume recorded plus anticipated traffic during both the morning and evening peak hours was 52 vehicles per hour, so this criteria does not apply.***
- *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; **Combined traffic measured for the minor street was 43 vehicles per hour, so this criteria does not apply.***
- *If the 85<sup>th</sup> percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the values provide in items 1 and 2. **The maximum speed recorded for Rosewood was 30 mph and the 85<sup>th</sup> percentile was 28 mph, so this criteria does not apply. The maximum speed recorded on Hedgewood was 37 with the 85<sup>th</sup> percentile speed being 28 miles per hour, so this criteria does not apply.***

*Optional Criteria:*

- *The need to control left turn conflicts; **No left turn conflicts were currently observed.***
- *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes; **No high pedestrian generator is located in the area, however, high pedestrian traffic was observed which can cause conflicts especially with children on bicycles.***
- *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; **Sight distance is sufficient in all directions for the posted 25 mph speed limit and 85<sup>th</sup> percentile speed. However, the existing stop sign is on Rosewood which is frequently ignored or not observed, which could cause conflicts with traffic on Hedgewood.***
- *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way stop control would improve traffic operational*

*characteristics of the intersection.* **Although Hedgewood is not a residential collector street, it operates as one. Traffic volume on both streets is approximately the same. In addition, peak hour traffic volume is almost identical, so the criteria should apply.**

**Conclusions and Recommendations:**

The intersection currently doesn't meet most of the requirements for a 4-way stop, however, it does meet the last criteria where traffic volumes are very near the same for both roadways and there is also high pedestrian traffic at the intersection. The criteria to see conflicting traffic, as drivers may not anticipate the need to stop on Rosewood at this intersection, can cause conflicts as observed. Based on these criteria, I recommend the installation of a 4-way stop intersection. In addition, I also recommend that increased enforcement or monitoring be added due to the high numbers of vehicles viewed running the existing stop sign and near misses observed.

Study Prepared by:

A handwritten signature in blue ink that reads "Richard J. Tuttle". The signature is written in a cursive, flowing style.

Richard J. Tuttle, P.E.  
City Engineer

**Traffic Study Conducted at**  
**Rosewood Drive and Lindenwood Drive**  
**For a 4-Way Stop Intersection**  
**August 10, 2022**

**Background:**

The intersection of Rosewood Drive and Lindenwood Drive is located in Rosewood Hills Subdivision 9<sup>th</sup> Plat. Rosewood Drive is classified as a residential collector, while Lindenwood Drive is classified as a residential access street. The intersection has been controlled with stop sign on Lindenwood Drive only. The speed limit for both roads is 25 miles per hour (mph).

The City of Grain Valley has received several requests for a four way stop at the intersection due to the speed of vehicles on both streets and the number of vehicles that will use Lindenwood Drive when development is complete in the Rosewood Hills, 10<sup>th</sup>, 11<sup>th</sup>, & 12<sup>th</sup> Plats. The 10<sup>th</sup> & 11<sup>th</sup> Plats only have access via Lindenwood Drive and will contain 71 lots.

**Data Collection:**

Various parts of the study were conducted at different times. Traffic counts were collected by the City on June 29, 2022 on Rosewood Drive. Traffic was measured on Lindenwood Drive on July 18, 2022. However, Rosewood Hills subdivisions 10<sup>th</sup>, 11<sup>th</sup> & 12<sup>th</sup> Plats are not yet fully developed. The 3 plats only have access in and out by Lindenwood Drive. The 12<sup>th</sup> Plat only has 2 lots that both front on Lindenwood Drive. Therefore, the existing traffic counts were added to the anticipated traffic based on 8 trips per day per lot of the currently undeveloped lots. The results of these studies indicate that peak hour traffic volume for Rosewood Drive averages 26 vehicles in the am and 31 vehicles in the pm. During the same time period average number of vehicles per hour on Lindenwood Drive are estimated to be 26 vehicles in the am and 30 vehicles in the pm.

Site Distance was measured from as-built drawings and in the field for this intersection. The shortest sight distance measured for vehicles entering the intersection far exceeded the minimum requirements for the current speed limit and measured 85<sup>th</sup> percentile speed.

**Standards:**

The standards for placing traffic control devices are established by the Federal Highway Administration in the Manual of Uniform Traffic Devices. The manual was last published in 2009 with amendments added in 2012. Chapter 2b. Regulatory Signs, Barricades, and Gates addresses the application of signs. Section 2B.04 addresses Right-of-Way at Intersections. According to this section the use of yield or stop signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle and pedestrian traffic volume entering the intersection from all approaches averages more than 2,000 units per day.
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with normal right of way rule if such stopping or yielding is necessary; and/or

- C. Crash records indicate that five or more crashes that involve failure to yield the right-of-way at the intersection under normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a two-year period.

This section also states that “Yield or stop signs should not be used for speed control.”

Section 2B.07 addresses the use of Multi-Way Stop Applications as requested in this case. Section 2B.07 states that “The restrictions on the use of stop signs described in Section 2B.04 apply to multi-way stop applications.

The following criteria should be considered in the engineering study for a multi-way stop sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right angle collisions.
- C. Minimum volumes:
  - 1. The vehicular volume entering from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  - 3. If the 85<sup>th</sup> percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the values provide in items 1 and 2.
- D. Where no single criterion is satisfied, but Criteria B, C.1 and C.2 are all satisfied to 80% of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way stop control would improve traffic operational characteristics of the intersection.

### Analysis:

The following is the analysis of the criteria and the data collected.

- *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day. Based on the traffic counts collected by*

the engineering staff on June 29, 2022 and July 1, 2022 approximately 1,700 combined trips per day can be anticipated at full development. Therefore a 4-way stop would not be warranted.

- *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with normal right of way rule if such stopping or yielding is necessary; Sight distance was field measured. The minimum distance measured exceeded 400 feet. For a 25 mph speed limit the most restrictive distance is 280 feet for traffic traveling west on Woodbury. Therefore a 4-way stop would not be warranted.*
- *Crash records indicate that five or more crashes that involve failure to yield the right-of-way at the intersection under normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a two-year period. A records search indicated that no crashes have been recorded at this intersection. Therefore, this criteria does not apply.*
- *Where traffic control signals are justified, the multi-way stop is an interim measure for the installation of the traffic control signal. Since no signal is contemplated at this intersection, this criteria does not apply.*
- *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right angle collisions. A records search indicates that no crashes have been recorded at this intersection, so this criteria does not apply.*
- *The vehicular volume entering from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; The average hourly volume recorded during evening peak hours was over 56.4 vehicles per hour, so this criteria does not apply.*
- *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; The anticipated vehicular traffic during the same 8 hour period is 34.5/ hour, so this criteria does not apply.*
- *If the 85<sup>th</sup> percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the values provide in items 1 and 2. The maximum speed recorded for Rosewood Drive was 36 mph and the 85<sup>th</sup> percentile was 28.5 mph. For Lindenwood Drive, the maximum speed recorded was 32 mph and the 85<sup>th</sup> percentile speed was 29 mph, so this criteria does not apply.*

*Optional Criteria:*

- *The need to control left turn conflicts; No left turn conflicts were currently observed but are anticipated at full development of Rosewood Hills 10<sup>th</sup>, 11<sup>th</sup>, & 12<sup>th</sup> plats.*
- *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes; No high pedestrian generators are located in this area, therefore this criteria does not apply.*
- *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; Sight distance is*

sufficient for the posted 25 mph speed limit and the 85<sup>th</sup> percentile speed, therefore this criteria does not apply.

- *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way stop control would improve traffic operational characteristics of the intersection. Although Lindenwood Drive is not a residential collector street the anticipated traffic is approximately equal for both streets when Rosewood Hills 10<sup>th</sup>, 11<sup>th</sup>, & 12<sup>th</sup> plats are fully developed. In addition peak hour traffic is almost identical, so this criteria should apply.*

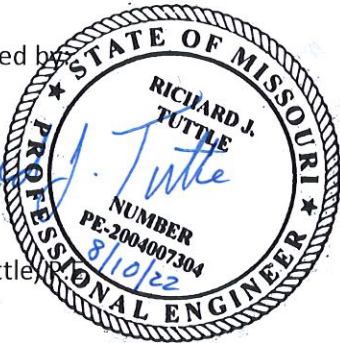
**Conclusions and Recommendations:**

Although the intersection doesn't meet all of the requirements for a 4-way stop, it does meet at least one (1) criteria. This criteria are traffic volumes being almost the same after full development The traffic count for Rosewood Drive and anticipated traffic for Lindenwood Drive will be approximately the same, therefore the 4-way stop would be warranted. Based on these criteria, I recommend the installation of a 4-way stop intersection.

Study Prepared by



Richard J. Tuttle  
City Engineer



*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: April, 2023	
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: Bethany Searcy	E-mail Address bsearcy@cityofgrainvalley.org	iNotes <input type="checkbox"/>	
Municipal Judge(s): SUSAN WATKINS	Prosecuting Attorney: SARAH OLDRIDGE		
<b>II. MONTHLY CASELOAD INFORMATION</b>			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	55	1,713	290
B. Cases (citations / informations) filed	0	0	0
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	3	4	6
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
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>3</b>	<b>4</b>	<b>6</b>
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	52	1,709	284
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	13	# Issued during period	0
2. # Served/withdrawn during reporting period	3	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	425		

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>I. COURT INFORMATION</b>	Municipality: GRAIN VALLEY	Reporting Period: April, 2023
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 198.50		\$
Clerk Fee - Excess Revenue	\$ 12.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 0.37		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	\$ 210.87		\$
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			\$
Fines - Other	\$ 1,670.00		\$
Clerk Fee - Other	\$ 144.00		\$
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	\$ 13.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 92.69		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 4.44		\$
Law Enforcement Training (LET) Fund surcharge	\$ 26.00		\$
Domestic Violence Shelter surcharge	\$ 52.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 3.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	\$ 2,005.13	<b>Total Other Disbursements</b>	\$ 100.50
<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$ 2,316.50
OFFICER REIMBURSEMENT DWI	\$ 100.50	<b>Bond Refunds</b>	\$ 0.00
	\$	<b>Total Disbursements</b>	\$ 2,316.50



Community Development  
Mark Trosen, Director

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**Board of Aldermen Report**  
**May 8, 2023**

***(For the Month of April; 2023 YTD)***

**Permits Issued – 75; YTD 172**

Single Family – 23; YTD 26  
Duplex – 0; YTD 0  
Four-plex – 0; YTD 0  
Commercial New – 1; YTD 6  
Commercial Other – 3; YTD 4  
Residential Other – 18; YTD 44  
Fence – 12; YTD 36  
Roof -11; YTD 22  
Pools – 2; YTD 2  
Irrigation – 0; YTD 0  
Solar – 2; YTD 6  
Right-of-Way – 3; YTD 19  
Construction – 0; YTD 0  
Signs – 0; YTD 5  
Planning/Zoning – 0; YTD 2

**Codes Enforcement & Inspections – 374; YTD 1,553**

Total Building Inspections – 182; YTD 687  
    Residential – 148; YTD 547  
    Commercial – 34; YTD 140  
    Misc. Stops- 0; YTD 0  
Code Violation Inspections – 124; YTD 645  
    New – 94; YTD 485  
    Closed- 30; YTD 160  
Utility Inspections – 68; YTD 221  
    Sewer – 8; YTD 48  
    Water – 7; YTD 32  
    Sidewalks – 15; YTD 34  
    Driveways – 10; YTD 37  
    Right-of-Way – 0; YTD 0  
    Final Grade – 14; YTD 25  
    PW Finals – 14; YTD 45

**Public Works**

Work Orders Completed – 93; YTD 476  
Utility Locate Requests – 330; YTD 1,267  
Water Main Taps – 15; YTD 40  
Water Meters –  
    New Construction Install – 29; YTD 74  
    Repairs – 3; YTD 50

**Additional Items –**

There were four water main breaks, of which most were after hours and two were back-to-back. Crews were out in a timely manner and fixed those water breaks as quickly as possible.  
The concrete contractor started the end of April; they started the CIP list along with the Public Works list of items to be done.  
Utility Services started maintenance on the Tyler Road Water Tower. They are cleaning, sandblasting, and repainting the inside of the tower.  
The crews went out and patched up the streets due to water breaks and potholes.

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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><u>I. COURT INFORMATION</u></b>		Municipality: Grain Valley Municipal	Reporting Period: Apr 1, 2023 - Apr 28, 2023	
Mailing Address: 711 MAIN STREET, GRAIN VALLEY, MO 64029				
Physical Address: 711 MAIN STREET, GRAIN VALLEY, MO 64029			County: Jackson County	Circuit: 16
Telephone Number:		Fax Number:		
Prepared by: BETHANY SEARCY		E-mail Address:		
Municipal Judge:				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		30	267	179
B. Cases (citations/informations) filed		4	52	34
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	2
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		3	27	14
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	14	0
6. dismissed by court		0	3	0
7. <i>nolle prosequi</i>		1	4	12
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		<b>4</b>	<b>48</b>	<b>28</b>
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		30	271	185
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>				
1. # Issued during reporting period		41	<b><u>IV. PARKING TICKETS</u></b>	
2. # Served/withdrawn during reporting period		13	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		165		

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Grain Valley Municipal	Reporting Period: Apr 1, 2023 - Apr 28, 2023
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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:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$3,485.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Disbursements</b>	\$3,485.00
<b>Total Excess Revenue</b>	<b>\$0.00</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$0.00</b>		



HUMAN RESOURCES

MEMORANDUM

TO: Mayor & Board of Aldermen
FROM: Khalilah Holland, Human Resources Administrator
CC: Ken Murphy, City Administrator
DATE: May 2, 2023
SUBJECT: Human Resources Update

April in Review

- Save the Date: May 16th open enrollment – medical carrier change effective July 1st
Time and attendance software virtual meetings continue
Provided files for auditor process
Webinar: Recruiting Seasonal Employees
E-verify overview webinar(s)
Safety Committee Meeting – planning the October 6th Health & Safety Fair

Current Positions Available

Full-Time

Table with 4 columns: Position, Date Open, Applicants, Status. Rows include Police Officer (5) and Public Works Maintenance Worker (2).

Seasonal

Table with 4 columns: Position, Date Open, Applicants, Status. Rows include Public Works Maintenance, Concession Attendant, Swim Instructor, and Park Maintenance.



## HUMAN RESOURCES

### *Part-Time*

- None

### *Promotions*

- None

### Recently Filled Positions

- Seasonal Concession Attendants
- Swim Instructors
- Seasonal Park Maintenance

### May Anniversaries

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Jennifer Weems	FIN	20
Steven Craig	FIN	4
Jamie Logan	ADMIN	4
Tiffany Lor	ADMIN	1