



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

July 10, 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 Jason Williams of Valley Community Church

ITEM IV: Pledge of Allegiance

- Alderman Darren Mills

ITEM V: Approval of Agenda

- City Administrator Ken Murphy

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

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

ITEM VIII: Consent Agenda

- June 22, 2023 – Board of Aldermen Elected Official Training Workshop Minutes
- June 26, 2023 – Board of Aldermen Regular Meeting Minutes
- July 10, 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, Appointing Latisha Robinson to the Grain Valley Parks and Recreation Board for a Three-Year Term**
R23-52

*Introduced by
Alderman Rick
Knox*

To maintain the 9 seats on the Grain Valley Parks & Recreation Board

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 Quality Custom Construction for New Sidewalk on Ryan Road Connecting SW Cross Creek Drive to the South Middle School Entrance**
R23-53

*Introduced by
Alderman
Darren Mills*

To provide safe, pedestrian connectivity between the neighborhood of Ryan Meadows and the South Middle School/Stony Point Elementary Schools entrance

ITEM XIII (C) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement With Valbridge Property Advisors to Perform Appraisal Work and Acquisition of Easements for the Buckner- Tarsney Trail**
R23-54

*Introduced by
Alderman Ryan
Skinner*

To acquire the needed easements for the Buckner-Tarsney Trail that will extend from the Blue Branch Creek Trailhead, north to Nelson Drive on the West side of Buckner-Tarsney Road

ITEM XIV: Ordinances

ITEM XIV (A) **An Ordinance Approving the Final Development Plan and the Final Plat for Creekside Village 4th Plat**
B23-22

2ND READ
*Introduced by
Alderman
Darren Mills*

To gain final development plan and final plat approval for Creekside Village 4th Plat

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 Comprehensive Plan Workshop on July 19, 2023 at 6:00 P.M. The meeting will be in the Council Chambers of the Grain Valley City Hall.

Persons requiring accommodation to participate in the meeting should contact the City Clerk at 816.847.6211 at least 48 hours before the meeting.

The City of Grain Valley is interested in effective communication for all persons. Upon request, the minutes from this meeting can be made available by calling 816.847.6211.

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Consent

Agenda

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CITY OF GRAIN VALLEY
Board of Aldermen Meeting Minutes
Special Session – Training Workshop

06/22/2023
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ITEM I: Call to Order

- The Board of Aldermen of the City of Grain Valley, Missouri, met for a Workshop Session on June 22, 2023 at 6:02 p.m. in the Council Chambers of Grain Valley City Hall, 711 Main Street, Grain Valley, Missouri
- The meeting was called to order by Mayor Mike Todd

ITEM II: Roll Call

- Deputy City Administrator Theresa Osenbaugh called roll
- *Present: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
- *Absent:*

-QUORUM PRESENT-

ITEM III: Training

- Mayor Todd introduced the topic of training for the evening; the training is being held in order to comply and meet risk management procedures.
- City Attorney Joe Lauber lead a training for the elected officials. Topics generally included *City Law Basics, Ordinances and Resolutions, Sunshine Law, Social Media, Prohibited Acts, and roles of the Board of Aldermen.*

ITEM IV: Adjournment

- The meeting adjourned at 7:53 P.M.

Minutes submitted by:

Theresa Osenbaugh
Deputy City Administrator

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT

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

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

Deputy City Administrator Theresa Osenbaugh
City Attorney Joe Lauber

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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 June 26, 2023, at 6:59 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

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

-QUORUM PRESENT-

ITEM III: Invocation

- Invocation was given by Darryl Jones of Crossroads Church

ITEM IV: Pledge of Allegiance

- The Pledge of Allegiance was led by Alderman Rick Knox

ITEM V: Approval of Agenda

- No Changes

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

- None

ITEM VIII: Consent Agenda

- June 12, 2023 – Board of Aldermen Regular Meeting Minutes
- June 26, 2023 – Accounts Payable
- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Knox*
 - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 5-0-

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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 IX: Previous Business

- None

ITEM X: New Business

- None

ITEM XI: Presentations

- Mr. Beeman from Troutt Beeman & Co presented the annual audit findings.
- He went over the results/highlights of the 2022 audit; Independent Auditors report provides an opinion of the auditor of the city's financials, provides information for potential loans for the city and overall standing.
- Provided information on other items the audit checks for compliance purposes related to rates, security of funds, etc.
- Overall the audit went well
- Alderman Skinner asked if sales tax was addressed in the audit; Yes, page 5 under general revenues (4th line) which was an increase over last year (11.6% increase which includes some revenue from the TIF districts)

ITEM XII: Public Hearing

- None

ITEM XIII: Resolutions

Resolution No. R23-48 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Execute Task Agreement 2023-1 With Crawford, Murphy and Tilly, Inc. for Design of the North Elevated Water Tank Subject to All Provisions Included in the On-Call Professional Engineering Services Agreement

- *Alderman Mills moved to approve Resolution No. R23-48*
- *The Motion was Seconded by Alderman Skinner*
 - This was a budgeted item in the CIP for a new storage tank – with the growth, it is needed to accommodate - ARPA funds will be used to take care of this. \$400k was budgeted and \$257k was the estimate
 - Mayor Todd asked if part of the savings could be used for the design of Buckner Tarsney and Duncan
- *Motion to approve Resolution No. R23-48 was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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

-Resolution No. R23-48 Approved: 5-0-

Resolution No. R23-49 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Adopting the 2024-2028 Grain Valley Capital Improvements Plan

- *Alderman Skinner moved to approve Resolution No. R23-49*
- *The Motion was Seconded by Alderman Bray*
 - City Engineer Dick Tuttle presented the proposed CIP
 - Big Capital Purchases, Improvements, Projects
 - Mr. Tuttle went through the plan to include funding requirements and current status for each project for 2024-2028
 - Roadway scanning and condition report update in 2025 (last done in 2020)
 - VERP – reviewed the upcoming vehicle replacements per the replacement plan
- *Motion to approve Resolution No. R23-49 was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R23-49 Approved: 5-0-

Resolution No. R23-50 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 American Recovery Plan ACT (ARPA) Funds to Upgrade the Police Report Management System (RMS)

- *Alderman Cleaver moved to approve Resolution No. R23-50*
- *The Motion was Seconded by Alderman Knox*
 - Chief Turner reviewed operations in the police department and this program would allow for better interdepartmental emergency communications – this would allow a user-friendly platform and would enhance the service to the community with better understanding of response times – the program rep is here if there are any questions. Jackson County, Blue Springs, Oak Grove, etc. are using this. There is a one-time opportunity to implement before 7/1 at a discount saving \$35,000 – there is an upfront cost to get this going, but would provide a year-over-year savings
 - Alderman Skinner asked if this would have license plate readers; Chief Turner stated these programs are separate but augment the readers- we do have some going out the door this week; Alderman Skinner asked if there was a mobile app for supervisors; yes
- *Motion to approve Resolution No. R23-50 was voted upon with the following voice vote:*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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

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

-Resolution No. R23-50 Approved: 5-0-

Resolution No. R23-51 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Central Square Report Management System to Upgrade the Police Report Management System

- *Alderman Bray moved to approve Resolution No. R23-51*
- *The motion was seconded by Alderman Mills*
 - *This is the agreement resolution, the prior was to amend the budget*
- *Motion to approve Resolution No. R23-51 was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R23-51 Approved: 5-0-

ITEM XIV: Ordinances

Bill No. B23-21: 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 American Recovery Plan Act (ARPA) for the Purchase and Implementation of Central Square Police Record Management System (RMS)

Bill No. B23-21 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. B23-21 and bring it back for a second reading by title only*
- *The Motion was Seconded by Alderman Skinner*
 - *There is a deadline for submission*
- *Motion to accept the first reading of Bill No. B23-21 and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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

-Motion Approved 5-0-

Bill No. B23-21: 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 American Recovery Plan Act (ARPA) for the Purchase and Implementation of Central Square Police Record Management System (RMS)

Bill No. B23-21 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Knox moved to accept the second reading of Bill No. B23-21 and approve it as ordinance #2427*
- *The Motion was Seconded by Alderman Cleaver*
 - *None*
- *Motion to accept the second reading of Bill No. B23-21 and approve it as ordinance #2427 was voted upon with the following roll call vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Bill No. B23-21 Became Ordinance #2427 5-0-

Bill No. B23-22: An Ordinance Approving the Final Development Plan and the Final Plat for Creekside Village 4th Plat

Bill No. B23-22 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Mills moved to accept the first reading of Bill No. B23-22 and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Knox*
 - *The final plat and development plan- prelim development plan and plat were approved previously by the board; The plan has not changed from the prior*
- *Motion to accept the first reading of Bill No. B23-22 and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 5-0-

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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 XV: City Attorney Report

- None

ITEM XVI: City Administrator & Staff Reports

- City Administrator Ken Murphy
 - Staff appreciation lunch on Friday – City Hall closed from noon – 2:00
 - FOP Union Reps, Chief and Mr. Murphy have been working to modify the compensation plan based on a step plan - and the proposed 17 steps have been agreed upon to move to 14 steps – stays within approved ranges approved with the comp plan and budget and will bring the starting level up for recruitment purposes- subsequent adjustments would need to be made for current staff
- *Alderman Skinner motioned to modify the compensation plan for those subject to the FOP Union Agreement and to make subsequent adjustments to current staff pay*
- *The Motion was Seconded by Alderman Mills*
 - *Mayor Todd asked when this would go into effect; July 2023*
- *Motion to modify the compensation plan for those subject to the FOP Union Agreement and to make subsequent adjustments to current staff pay was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 5-0-

- Deputy City Administrator Theresa Osenbaugh
 - None
- Police Chief Ed Turner
 - None
- Finance Director Steven Craig
 - Thanked the staff for assisting with the audit preparation; Several annual financial disclosures are being worked on right now
- Parks & Recreation Director Shannon Davies
 - None
- Community Development Director Mark Trosen
 - Annual Public Works Community Event 6/21 was well attended; thanked Public Works staff, water/utility, parks department and administration for their assistance – 250 people in attendance
- City Clerk Jamie Logan
 - None

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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 XVII: Board of Aldermen Reports & Comments

- Alderman Dale Arnold
 - Absent
- Alderman Brian Bray
 - None
- Alderman Tom Cleaver
 - Said thanks for the Public Works event and the staff that volunteered
- Alderman Rick Knox
 - Attended the Public Works and said thanks to the City Staff for their work at the event
- Alderman Darren Mills
 - None
- Alderman Ryan Skinner
 - None

ITEM XVIII: Mayor Report

- Items are being sprayed again (along the Blue Branch Trail); Mr. Davies stated it is sprayed annually in that area and the City isn't always notified in advance. Wetland Mitigation company is spraying to get rid of non-native plants & is spraying onto some of the neighboring home's trees; Mr. Davies said around 5,000 trees have been planted – non-native plant removal is taking longer than anticipated
- Alderman Knox asked who removes a fallen tree; the company would do it, not the City
- Mayor Todd stated he got notified today is Ken's work anniversary today – year 17 – thank you for hanging on all of those years
- Last week the mayor recorded a video as a community engagement – this one is like a popular TV show that samples hot wings and will be doing this for other departments as well and may do this with the elected officials

ITEM XIX: Executive Session

- None

ITEM XX: Adjournment

- The meeting was adjourned at 7:47 P.M.

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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

06/26/2023
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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 Brian Bray
Alderman Tom Cleaver
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Dale Arnold

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>468.81</u>
			TOTAL:	468.81
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENINGS	120.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>27.02</u>
			TOTAL:	147.02
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	Data Back-up	1,100.00
			Clarity Services	3,522.60
			Office 365	<u>1,019.00</u>
			TOTAL:	5,641.60
BLDG & GRDS	GENERAL FUND	KENNYCO INDUSTRIES	6 MONTHS FIRE ALARM MONITO	288.00
		EVERGY	1024 - 600 BUCKNER TARNSEY	12.00
			1099 - 596 BUCKNER TARSNEY	15.13
			1323-CAPPELL&FRONT/PH/PUBL	11.76
			1769 - 618 JAMES ROLLO CT	87.75
			2346 - 1608 NW WOODBURY	36.00
			4516 - 6100 S BUCKNER TARN	11.96
			4649- 618 JAMES ROLLO CT B	19.73
			5262 - 711 MAIN ST 70%	1,349.57
			8641 - 620 JAMES ROLLO CT	25.89
			9797 - 1805 NW WILLOW DR	41.30
		COMCAST	JUNE 2023 FIBER	445.72
		COMCAST	CITY HALL AND PD VOICE EDG	<u>608.05</u>
			TOTAL:	2,952.86
ADMINISTRATION	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>31.94</u>
			TOTAL:	31.94
FINANCE	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>26.02</u>
			TOTAL:	26.02
COURT	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	13.78
		ROSS MILLER CLEANERS	DRY CLEANING: TURNER/BLANK	<u>26.80</u>
			TOTAL:	40.58
VICTIM SERVICES	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>14.33</u>
			TOTAL:	14.33
FLEET	GENERAL FUND	ADVANCE AUTO PARTS	BRAKE CLEANER	93.96
			STRAIGHT CONN/VAC CONN	2.80
		OREILLY AUTOMOTIVE INC	NITRILE GLOVES	56.98
			INSTALLER KIT	45.99
			ENGINE HOIST	335.99
			RETURN: INSTALLER KIT/ENGI	305.99-
			RETURN: OIL CLR GSK/PULLER	75.99-
			HOSE MENDER	2.04
		NAPA AUTO PARTS	LONG REACH HARMONIC	97.99
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	8.63
		FACTORY MOTOR PARTS CO	CONV. OIL/FULL SYN DEXOS	<u>200.64</u>
			TOTAL:	463.04
POLICE	GENERAL FUND	OREILLY AUTOMOTIVE INC	RETURN: OIL CLR GSK/PULLER	19.88-
		STEVEN SMITH	250) WARRANT JACKET ENVELO	90.00
		GULF STATES DISTRIBUTORS	3 CASES OF SPEER GOLD DOT	1,245.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMCAST	HIGH SPEED INTERNET	151.85
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	420.48
		CITY OF INDEPENDENCE	RADIO TOWER USE	9,486.00
		MATTHEW ARENDS	MEALS: MSRO CONFERENCE	168.50
		ROSS MILLER CLEANERS	DRY CLEANING: TURNER/BLANK	40.00
		CLUB CAR WASH OPERATING, LLC	CAR WASHES	190.00
		VIGILANT SOLUTIONS LLC	LPR SUBSCRIPTION FEE	<u>3,276.00</u>
			TOTAL:	15,047.95
ANIMAL CONTROL	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>11.73</u>
			TOTAL:	11.73
PLANNING & ENGINEERING	GENERAL FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>62.02</u>
			TOTAL:	62.02
NON-DEPARTMENTAL	PARK FUND	MISCELLANEOUS TANIA TAPANES GRIMM	TANIA TAPANES GRIMM:	50.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>36.00</u>
			TOTAL:	86.00
PARK ADMIN	PARK FUND	NETSTANDARD INC	Clarity Services	587.10
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	60.80
		COMCAST	JUNE 2023 FIBER	74.28
		COMCAST	CITY HALL AND PD VOICE EDG	101.34
			COMM CENTER VOICE EDGE	166.25
			PARKS MAINT VOICE EDGE	<u>35.27</u>
			TOTAL:	1,025.04
PARKS STAFF	PARK FUND	KENNYCO INDUSTRIES	6 MONTHS FIRE ALARM MONITO	48.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	44.94
		EVERGY	1095 - 701 SW EAGLES PWKY	121.59
			1107 - ARMSTRONG PARK	147.71
			1279 - ARMSTRON PARK DR	29.06
			1326-ARMSTRONG PK CONC 098	125.97
			1409 - ARMSTRONG PK 017576	256.91
			1740 - 28605 E HWY AA	59.79
			1762 - JAMES ROLLO SHELTER	46.36
			1763- MAIN-ARMSTRONG SHEL	23.97
			1769 - 618 JAMES ROLLO CT	43.88
			1770- ARMSTRONG PK-SANTA H	41.52
			1772 - 6100 S BUCKNER TARS	97.24
			4343 - 28605 E HWY AA FOOT	134.58
			4649- 618 JAMES ROLLO CT B	9.87
		VIKING-CIVES MIDWEST INC	PIPE RIGID/PIPE SWIVEL/HYD	<u>28.00</u>
			TOTAL:	1,259.39
COMMUNITY CENTER	PARK FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	29.28
		EVERGY	6300 - 713 MAIN ST - COMM	2,279.45
			9669 - 713 MAIN #A - PAVIL	<u>154.80</u>
			TOTAL:	2,463.53
POOL	PARK FUND	RENEE J HODOWAINE		720.00
		ADVANCE AUTO PARTS	HOSE CLAMP	<u>10.36</u>
			TOTAL:	730.36
NON-DEPARTMENTAL	TRANSPORTATION	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>11.35</u>
			TOTAL:	11.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	Data Back-up	220.00	
			Clarity Services	352.26	
			Office 365	204.00	
		KENNYCO INDUSTRIES	6 MONTHS FIRE ALARM MONITO	28.80	
			THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	43.67
			QUALITY CUSTOM CONCEPTS INC	2023 CONCRETE	54,925.77
		EVERGY	2023 CONCRETE	4,038.98	
			2023 CONCRETE	21,999.00	
			1294 - 655 SW EAGLES PKWY	49.23	
			1769 - 618 JAMES ROLLO CT	87.75	
			3141 - AA HWY & SNI-A-BAR	41.91	
			3332 - 702 SW EAGLES PKWY	40.16	
			4086 - GRAIN VALLEY ST LIG	14,414.39	
			4649- 618 JAMES ROLLO CT B	19.73	
			5262 - 711 MAIN ST 6%	115.67	
			COMCAST	JUNE 2023 FIBER	44.57
		COMCAST	CITY HALL AND PD VOICE EDG	60.80	
		COMCAST	PW VOICE EDGE	23.75	
			PUMP STATION INTERNET	<u>24.32</u>	
			TOTAL:	96,734.76	
		PUBLIC HEALTH	PUBLIC HEALTH	OATS, INC.	OATS May Invoice
TOTAL:	772.06				
NON-DEPARTMENTAL	2022 GO BONDS	MCCOWNGORDON CONSTRUCTION LLC	May Construction Invoice	624,376.66	
			May PD Construction #2	<u>624,376.67</u>	
			TOTAL:	1,248,753.33	
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE UMB BANK		PROJECT #2 CITY SALES	<u>37,867.75</u>	
			TOTAL:	37,867.75	
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL UMB BANK		CID/USE	15,817.18	
			CID/USE UNCAPTURED	<u>15,342.67</u>	
			TOTAL:	31,159.85	
NON-DEPARTMENTAL	WATER/SEWER FUND	THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	<u>79.20</u>	
			TOTAL:	79.20	
WATER	WATER/SEWER FUND	NETSTANDARD INC	Data Back-up	440.00	
			Clarity Services	704.52	
			Office 365	408.00	
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	711.79	
			BILL PRINT AND MAIL	111.77	
		KENNYCO INDUSTRIES	6 MONTHS FIRE ALARM MONITO	57.60	
			THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	152.08
		EVERGY	0575 - 825 STONE BROOK DR	41.55	
			1162 - 1301 TYER RD UNIT A	89.28	
			1769 - 618 JAMES ROLLO CT	109.69	
			4199 - 110 SNI-A-BAR BLVD	106.73	
			4224 - 1301 TYER RD UNIT B	226.54	
			4649 - 618 JAMES ROLLO CT	470.27	
			4649- 618 JAMES ROLLO CT B	24.67	
			5262 - 711 MAIN ST 12%	231.36	
			7202 - 1012 STONEBROOK LN	74.77	
			COMCAST	JUNE 2023 FIBER	89.15
		COMCAST	CITY HALL AND PD VOICE EDG	121.61	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PW VOICE EDGE	47.51
		COMCAST	PUMP STATION INTERNET	48.63
		TYLER TECHNOLOGIES INC	JULY 2023 MONTHLY FEES	<u>97.00</u>
			TOTAL:	4,364.52
SEWER	WATER/SEWER FUND	NETSTANDARD INC	Data Back-up	440.00
			Clarity Services	704.52
			Office 365	407.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	711.80
			BILL PRINT AND MAIL	111.78
		KENNYCO INDUSTRIES	6 MONTHS FIRE ALARM MONITO	57.60
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JULY 2023 DISABILITY	152.08
		EVERGY	0691 - 925 STONE BROOK	23.97
			1161 - WOODLAND DR	368.98
			1364 - 405 JAMES ROLLO DR	559.31
			1753 - 1326 GOLFVIEW DR, S	80.57
			1769 - 618 JAMES ROLLO CT	109.69
			3191 - WINDING CREEK SEWER	23.98
			4649- 618 JAMES ROLLO CT B	24.67
			5262 - 711 MAIN ST 12%	231.36
			5375 - 1201 SEYMOUR RD	23.97
			6289 - 110 NW SNI-A-BAR PK	23.97
			8641 - 1017 ROCK CREEK LN	23.97
		COMCAST	JUNE 2023 FIBER	89.15
		COMCAST	CITY HALL AND PD VOICE EDG	121.61
			PW VOICE EDGE	47.51
		COMCAST	PUMP STATION INTERNET	48.63
		TYLER TECHNOLOGIES INC	JULY 2023 MONTHLY FEES	97.00

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	CHRISCO, SALISHYA	US REFUNDS	31.08
		WIEBER, ANGELA	US REFUNDS	65.54
		DUPLANTIS, BRAD	US REFUNDS	15.54
		HOLT, RENEE	US REFUNDS	15.54
		JAMES, ANDREA	US REFUNDS	13.72
		HENDRIX, MELISSA	US REFUNDS	65.54
		CLINE, SHAWN	US REFUNDS	65.54
		BROWN, CHRISTOPHER	US REFUNDS	65.54
		WI EAGLE CROSSING DUPLEXES III	US REFUNDS	3.40
		BLOOMQUIST, ALAN	US REFUNDS	0.23
		HARRIS, ANTOYA	US REFUNDS	25.97
		GEORGE, TYLER	US REFUNDS	65.54
		HECKEMEYER, ALLIE	US REFUNDS	65.54
		AL AINIZI, EHSAN	US REFUNDS	12.33
		SANNING, CODY	US REFUNDS	65.54
		MCLEOD, PATRICK	US REFUNDS	56.74
		RS RENTAL III LLC	US REFUNDS	77.98
		RS RENTAL III, LLC	US REFUNDS	228.75
		RS RENTAL III, LLC	US REFUNDS	68.92
		RS RENTAL III, LLC	US REFUNDS	68.92
		MOCKOBEY, BRIAN	US REFUNDS	15.54
		PECK, JOSHUA W	US REFUNDS	12.22
			TOTAL:	5,588.78

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

100	GENERAL FUND	24,907.90
200	PARK FUND	5,564.32
210	TRANSPORTATION	96,746.11
230	PUBLIC HEALTH	772.06
291	2022 GO BONDS	1,248,753.33
302	MKTPL TIF-PR#2 SPEC ALLOC	37,867.75
321	MKT PL CID-PR2 SALES/USE	31,159.85
600	WATER/SEWER FUND	10,032.50

	GRAND TOTAL:	1,455,803.82

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 6/17/2023 THRU 6/27/2023
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

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**

MEETING DATE	7/10/2023	
BILL NUMBER	R23-52	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, APPOINTING LATISHA ROBINSON TO THE GRAIN VALLEY PARKS AND RECREATION BOARD FOR A THREE-YEAR TERM	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	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
PURPOSE	To maintain the 9 seats on the Grain Valley Parks & Recreation Board	
BACKGROUND	Grain Valley Parks & Recreation Board terms begin June 1 of each year. Terms are 3-years in length.	
SPECIAL NOTES	There are currently two, vacant seats on the Grain Valley Parks and Recreation Board that were formerly filled by Alderman Brian Bray and Jared English.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval	
DEPARTMENT RECOMMENDATION	Staff Recommend Approval	
REFERENCE DOCUMENTS ATTACHED	Boards and Commissions Application	

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

July 10, 2023

RESOLUTION NUMBER
R23-52

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
APPOINTING LATISHA ROBINSON TO THE GRAIN VALLEY PARKS AND RECREATION
BOARD FOR A THREE-YEAR TERM**

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

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

WHEREAS, LaTisha Robinson is a duly qualified citizen of Grain Valley; and

WHEREAS, LaTisha Robinson desires to serve her community by participating on the Parks and Recreation Board; and

WHEREAS, the Mayor of Grain Valley, Mike Todd, wishes to appoint LaTisha Robinson to the Parks and Recreation Board.

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

SECTION 1: that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's appointment of LaTisha Robinson to the Grain Valley Parks and Recreation Board.

SECTION 2: LaTisha Robinson shall be appointed to a term of three years as prescribed by state statute.

PASSED and APPROVED, via voice vote, (-) this 10th Day of July, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R23-52]

CITY OF GRAIN VALLEY BOARDS & COMMISSIONS APPLICATION

Name: Robinson Latisha Nicole
Last First Middle

Address: 801 NW Par Dr Grain Valley MO 64029
Street City Zip Code Ward

Contact Info.: - - 816.785.2691 -
Day Phone Evening Phone Cell Phone Fax

latisha.robinson20@gmail.com
Email Address

Education: Tri-City Blue Springs/MO 1998
High School City/State Year of Graduation

Missouri State University BA - Child & Fam. Dev. 2004
Trade/College/University Degree Year of Graduation

AGTS MA - Counseling 2013
Post Graduate Schooling Degree Year of Graduation

I would like to serve on the following Board/Commission for the City of Grain Valley:

- | | |
|---|--|
| <input type="checkbox"/> Board of Zoning Adjustments | <input type="checkbox"/> Construction Board of Appeals |
| <input type="checkbox"/> Planning & Zoning Commission | <input checked="" type="checkbox"/> Parks & Recreation Board |
| <input type="checkbox"/> TIF Commission | <input type="checkbox"/> Transportation Committee |
| <input type="checkbox"/> Police Advisory Board | |

Please state why you would like to serve on this Board or Commission:
(Attach Additional Page if Necessary)

I am very outdoorsy - I ride my bike on trails, go for walks, play tennis occasionally & camp often.

Community Involvement: N/A

<u>Organization</u>	<u>Positions Held</u>	<u>Membership Date(s)</u>

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain:

No



City of Grain Valley
 711 Main Street
 Grain Valley, Missouri 64029
 Phone: 816.847.6210 Fax: 816.847.6202

Office Use Only
 Date Received: _____
 Received By: _____

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

MEETING DATE	07/10/2023	
BILL NUMBER	R23-53	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION FOR NEW SIDEWALK ON RYAN ROAD CONNECTING SW CROSS CREEK DRIVE TO THE SOUTH MIDDLE SCHOOL ENTRANCE	
REQUESTING DEPARTMENT	PARKS & RECREATION	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$34,006.50
	Budget Line Item:	200-22-78780 – Trail Improvements
	Balance Available	\$95,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide safe, pedestrian connectivity between the neighborhood of Ryan Meadows and the South Middle School/Stony Point Elementary Schools entrance.	
BACKGROUND	<p>This section of sidewalk is part of Grain Valley’s Trail Master Plan and is also listed in the 2023-2027 Capital Improvements Program (CIP).</p> <p>Quality Custom Construction has a pre-existing contract with the City of Lee’s Summit and will honor the competitive pricing as they have for the past four years with the City of Grain Valley.</p>	
SPECIAL NOTES	This is new sidewalk on the south side of Ryan Road and also includes curb cuts, detectable warnings, partial replacement of a driveway, etc.	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Project Estimate, Bid Pricing and Contract

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

July 10, 2023

RESOLUTION NUMBER
R23-53

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH QUALITY CUSTOM CONSTRUCTION FOR NEW SIDEWALK ON RYAN ROAD CONNECTING SW CROSS CREEK DRIVE TO THE SOUTH MIDDLE SCHOOL ENTRANCE

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

WHEREAS, the Board of Aldermen adopted the 2023 budget which appropriated funds for this project on November 28, 2023 via B22-33; and

WHEREAS, the Board of Aldermen are committed to providing its residents with safe, pedestrian infrastructure that maximizes connectivity within the community; and

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

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

SECTION 1: The City Administrator is authorized to enter into an agreement with Quality Custom Construction for new sidewalk on Ryan Road connecting SW Cross Creek Drive to the South Middle School entrance.

PASSED and APPROVED, via voice vote, (____ - ____) this ____ Day of ____, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

Date	Estimate #
3/10/2023	3507

Name / Address
CITY OF GRAIN VALLEY ATTN: PATRICK MARTIN

Item	Description	Qty	Cost	Total
NOTE	This proposal pertains to new sidewalk between SW Cross Creek Dr and entrance to South Middle School / Stoney PT. Elem (South side of Ryan Rd), Grain Valley, MO			
NOTE	All quantities derived from plans and design provided by GVPW. All quantities assumed accurate but shall be assumed to vary due to fluctuation per site conditions.			
Curb	Remove and replace curb - CG-2 - per LF	45.5	41.98	1,910.09
ADA RAMP	New ADA ramps - Concrete Portion - per SQ FT	170	12.08	2,053.60
DETECTABLE S...	Detectable surface - Cast in place - per SQ FT	30	51.01	1,530.30
DOWEL BAR	DOWEL / TIE BAR INSTALLED	22	3.64	80.08
4" Ext. Slab	New Sidewalk - per SQ FT	2,130	5.76	12,268.80
CURB EDGING	Monolithic Curb Edging @ ramp and along section of walk (12 H x 6 W) - per LF	132.5	15.30	2,027.25
AGGREGATE B...	Supply and install new 4in aggregate base - per SQ FT	2,970	0.86	2,554.20
6" Approach	Remove and Replace Driveway Approach - per sq ft	670	11.07	7,416.90
EXCAVATION	Excavate and export spoils for all new areas specified within	1	4,165.28	4,165.28
NOTE	Any / all backfill and green space restoration by GVPW. QCC will ensure that restoration will be as minimal as possible.			
NOTE	Items of guard rail, decorative fence, and pavement markings by others			
We look forward to serving you!		Total		



QUALITY CUSTOM CONSTRUCTION

9707 S Corn Road
 Lone Jack, MO 64070
 816-697-3232

Estimate

Date	Estimate #
3/10/2023	3507

Name / Address
CITY OF GRAIN VALLEY ATTN: PATRICK MARTIN

Item	Description	Qty	Cost	Total
NOTE	Existence of Spire gas service / main is relevant. Relocation of said utility is assumed necessary. QCC will accommodate such relocation at an additional charge - TBD. Site visit, including QCC, GVPW and Spire, shall be necessary prior to construction to determine possibilities and limits per direction of facility owner(s).			
NOTE	Questions / Scheduling: Contact Ed Lipowicz @ 913 208-8233. Thank You.			
We look forward to serving you!			Total	\$34,006.50



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 24, 2022
TO: Key Purchasing Personnel
FROM: Purchasing Division
RE: Concrete/Curb/Street
Bid 2019-014/3R

Vendor	Quality Custom Construction 9707 S Corn Road Lone Jack, MO 64070
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	<ul style="list-style-type: none">○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.○ Requisition must include each item as a separate line item.○ Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2022 through March 31, 2023

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED - RENEWAL

February 24, 2022

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

RE: Renewal of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair
Bid 2019-014/3R

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be April 1, 2022 through March 31, 2023, with one (1) possible renewal period. A copy of the contract documents is enclosed.

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

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

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

Thank you,

DeeDee Tschirhart

DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

THIS RENEWAL CONTRACT, made this 22 day of February 2022, is herein called Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and Quality Custom Construction, Inc., (hereinafter "Supplier").

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

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

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

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. The Supplier's response to Bid No. 2019-014 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Renewal Contract shall be effective on the 1st day of April 2022. Contract period from April 1, 2022 to March 31, 2023. The City may, at its option, renew the Contract for up to one (1) additional one-year contract period by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-014; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the 3rd renewal period, based on performance, quality of work and service and the acceptance of the agreed upon line item price as listed for this renewal period submitted by Supplier, attached as Exhibit 1 and incorporated herein by reference..
8. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

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

Stephen A. Arbo 2/22/22
Stephen A. Arbo, City Manager Date

Quality Custom Construction
Company Name

ATTESTED:
Stacy Lombardo
Office of the City Clerk

Edmund R. Lipowicz II
Company Authorized Signature
President 02/18/2022
Date

READ AND APPROVED:
Joe Snook
Joe Snook, Administrator of Parks & Recreation

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

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



RENEWAL PRICING SHEET FOR BID NO. 2019-014/3R

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$15.30
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$15.30
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$13.61
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$12.81
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$12.45
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$11.90
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$27.45
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$23.86
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$20.71
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$19.98
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$19.38
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$19.13
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$13.37
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$12.81
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$12.08
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$11.83
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$11.48
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$11.48
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$26.54
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$25.13
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$23.77
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$23.52
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$23.02
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$22.41
SECTION 5: CG-1 Curbing – New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$31.70
4.26	CG-1 Curbing - New	101-200	L.F.	\$25.78
4.27	CG-1 Curbing - New	201-500	L.F.	\$22.28
4.28	CG-1 Curbing - New	501-750	L.F.	\$21.66
4.29	CG-1 Curbing - New	751-1000	L.F.	\$20.71
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$18.59
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$40.26
4.32	CG-1 Replacement	101-200	L.F.	\$38.23
4.33	CG-1 Replacement	201-500	L.F.	\$36.04
4.34	CG-1 Replacement	501-750	L.F.	\$32.01
4.35	CG-1 Replacement	751-1000	L.F.	\$30.90
4.36	CG-1 Replacement	1001-2000	L.F.	\$28.57
SECTION 7: CG-2 Curbing – New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$31.51
4.38	CG-2 Curbing - New	101-200	L.F.	\$22.96
4.39	CG-2 Curbing - New	201-500	L.F.	\$22.22
4.40	CG-2 Curbing - New	501-750	L.F.	\$19.95
4.41	CG-2 Curbing - New	751-1000	L.F.	\$19.77
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$19.20

SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$41.98	
4.44	CG-2 Replacement	101-200	L.F.	\$37.06	
4.45	CG-2 Replacement	201-500	L.F.	\$36.44	
4.46	CG-2 Replacement	501-750	L.F.	\$34.60	
4.47	CG-2 Replacement	751-1000	L.F.	\$32.26	
4.48	CG-2 Replacement	1001-2000	L.F.	\$28.51	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$86.81	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$83.85	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$73.37	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$69.20	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$67.85	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$66.50	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$63.05	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$91.37	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$86.77	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$84.04	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$81.26	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$78.92	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$71.66	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$63.29	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$7.50	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$7.21	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$5.05	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$3.20	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$2.71	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$2.64	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$2.59	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 8.13	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 7.51	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 4.46	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.59	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.22	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.17	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.72	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 12.08	
4.78	ADA Ramp – Replacement (concrete portion only)	Each	Sq.Ft.	\$ 14.59	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 51.01	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 60.45	
SECTION 14: Concrete Flat Work-New- broom finish					
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 11.33	\$ 12.60
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 8.02	\$ 8.74
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 5.76	\$ 6.04
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 5.76	\$ 6.04
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.53	\$ 5.81
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.41	\$ 5.60
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 4.82	\$ 4.93

SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 11.11	\$ 11.34
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 10.97	\$ 11.07
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 10.47	\$ 10.47
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.98	\$ 9.24
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 8.37	\$ 8.74
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 7.63	\$ 8.61
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.77	\$ 7.27
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 11.33	\$ 11.58
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 9.25	\$ 9.73
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.03	\$ 6.66
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 5.43	\$ 6.03
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.92	\$ 5.55
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.90	\$ 5.44
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 4.67	\$ 5.18
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 13.47	\$ 14.04
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 13.04	\$ 13.66
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 9.34	\$ 9.73
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 8.86	\$ 8.87
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 6.28	\$ 6.54
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 6.23	\$ 6.48
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 6.03	\$ 6.28
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 – 20	Sq.Ft.	\$ 19.94	\$ 19.94
4.110	10" Thick Concrete Patch	21 – 70	Sq.Ft.	\$ 18.71	\$ 18.71
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 17.30	\$ 17.30
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ 15.10	\$ 15.10
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 13.62	\$ 13.59
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 9.75	\$ 10.15
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 7.17	\$ 7.61
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 7.17	\$ 7.61
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 7.01	\$ 7.58
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 6.80	\$ 7.27
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 6.74	\$ 7.21
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 13.03	\$ 13.62
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 12.44	\$ 13.03
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 11.65	\$ 12.35
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 10.52	\$ 11.11
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 9.55	\$ 10.75
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 8.74	\$ 9.66
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 8.16	\$ 9.43
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 13.78	\$ 13.97
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 10.46	\$ 10.83
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.94	\$ 8.37
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.94	\$ 8.37
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 7.29	\$ 7.73
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 6.95	\$ 7.42
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 6.87	\$ 7.34

SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 13.27	\$ 13.78
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 12.70	\$ 13.03
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 11.78	\$ 12.44
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 11.58	\$ 11.66
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 11.37	\$ 11.42
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 10.46	\$ 10.84
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 9.34	\$ 10.52
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ 3.64	\$ 3.64
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ 1.32	\$ 1.32
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ 1.12	\$ 1.12
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ 0.86	\$ 0.86
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ 0.69	\$ 0.69
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ 0.60	\$ 0.60
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ 0.59	\$ 0.59
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ 0.49	\$ 0.49
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ 28.42	\$ 27.26
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ 25.95	\$ 24.77
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ 23.07	\$ 21.90
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ 21.74	\$ 20.57
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ 17.91	\$ 16.73
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ 16.03	\$ 14.86
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ 15.81	\$ 14.64
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ 38.98	\$ 37.81
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ 35.34	\$ 34.17
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ 27.77	\$ 26.59
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ 26.43	\$ 25.27
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ 24.95	\$ 23.78
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ 21.90	\$ 20.72
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ 20.51	\$ 19.35
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ 28.42	\$ 27.24
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ 28.29	\$ 27.13
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ 25.41	\$ 24.24
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ 24.07	\$ 22.92
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ 20.25	\$ 19.07
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ 18.37	\$ 17.20
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ 18.16	\$ 17.00
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ 41.32	\$ 40.15
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ 37.68	\$ 36.50
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ 30.12	\$ 30.12
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ 29.96	\$ 28.78
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ 27.30	\$ 27.30
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ 24.24	\$ 23.07
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ 22.86	\$ 21.68

SECTION 29: 4" Brick Red Stamped Concrete Flatwork

4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	\$ 13.45	\$ 13.45
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	\$ 10.24	\$ 10.24
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	\$ 7.65	\$ 7.65
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	\$ 6.28	\$ 6.28
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	\$ 5.78	\$ 5.78
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	\$ 5.53	\$ 5.53
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	\$ 5.53	\$ 5.53

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

1. General.

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

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

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

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

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

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

2. Required Insurance Coverage.

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

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

Bid Deposit Not Required .

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

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

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

Performance and Labor and Material Payment Bonds Not Required .

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

Note the following:

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

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
 - A **BASIS OF AWARD.**
 - (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
 - B **EVALUATION OF BIDS.**
 - (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
 - C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.

GENERAL CONTRACTUAL REQUIREMENTS.

1. DEFINITIONS.

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

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

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

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

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

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

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

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

MEETING DATE	07/10/2023	
BILL NUMBER	R23-54	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS TO PERFORM APPRAISAL WORK AND ACQUISITION OF EASEMENTS FOR THE BUCKNER-TARSNEY TRAIL	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	\$12,900.00
	Budget Line Item:	200-22-78780 – Trail Improvements
	Balance Available:	\$104,100.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To acquire the needed easements for the Buckner-Tarsney Trail that will extend from the Blue Branch Creek Trailhead, north to Nelson Drive on the West side of Buckner-Tarsney Road.	
BACKGROUND	This section of trail is listed in the Grain Valley Trails Master Plan and the current Capital Improvements Program (CIP).	
SPECIAL NOTES	This is a TAP funded projected scheduled for 2025.	

<p>ANALYSIS</p>	<p>Valbridge Property Advisors = \$12,900.00 \$1,350 easement appraisal fee for 6 easements = \$8,100 \$800 easement acquisition fee for 6 easements = \$4,800</p> <p>Right of Way Associates = \$14,100.00 \$1,500 easement appraisal fee for 6 easements = \$9,000 \$850 easement acquisition fee for 6 easements = \$5,100</p> <p>Donoho Appraisals = \$16,200.00 \$1,450 easement appraisal fee for 6 easements = \$8,700 \$1,250 easement acquisition fee for 6 easements = \$7,500</p>
<p>PUBLIC INFORMATION PROCESS</p>	<p>Not Applicable</p>
<p>BOARD OR COMMISSION RECOMMENDATION</p>	<p>Park Board Recommends Approval</p>
<p>DEPARTMENT RECOMMENDATION</p>	<p>Staff Recommends Approval</p>
<p>REFERENCE DOCUMENTS ATTACHED</p>	<p>Resolution, Valbridge Property Advisors Proposal, Right of Way Associates Proposal, Donoho Proposal</p>

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

July 10, 2023

RESOLUTION NUMBER
R23-54

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH
VALBRIDGE PROPERTY ADVISORS TO PERFORM APPRAISAL WORK AND
ACQUISITION OF EASEMENTS FOR THE BUCKNER-TARSNEY TRAIL**

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

WHEREAS, the Board of Aldermen adopted the 2023 budget which appropriated funds for this project on November 28, 2023 via B22-33; and

WHEREAS, the Board of Aldermen are committed to providing its residents with safe, pedestrian infrastructure that maximizes connectivity within the community; and

WHEREAS, through the competitive bidding process, Valbridge Property Advisors has been identified to perform easement, appraisal work and acquisition for the Buckner-Tarsney Trail project.

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

SECTION 1: The City Administrator is authorized to enter into an agreement with Valbridge Property Advisors to perform appraisal work and acquisition of easements for the Buckner-Tarsney Trail.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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Right of Way Associates

Kansas City Office
6701 W 64th Street, Suite 310
Overland Park, KS 66202

Appraisals • Acquisitions • Consultation • Negotiations

www.RoWAssociates.com
P: 913-362-3222

May 26, 2023

Mr. Dick Tuttle
City Engineer
City of Grain Valley
711 Main Street
Grain Valley, MO

Re: Appraisal, Appraisal Review, and Acquisition Services
Buckner-Tarsney Road - Sidewalk Easements
Grain Valley, Missouri

Dear Mr. Tuttle:

I have reviewed the above referenced project and have enclosed a proposal to perform appraisal and acquisition services for 6 properties requiring sidewalk easements.

The scope of services, costs and other particulars are detailed in the proposal. Thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,



Matt Speer, MAI
Vice President

BUCKNER-TARSNEY ROAD - SIDEWALK EASEMENTS GRAIN VALLEY, MISSOURI

Scope of Services:

The project involves performing appraisals, appraisal reviews and providing acquisition services for permanent sidewalk easements for the construction and maintenance of sidewalks along Buckner-Tarsney Road. It is estimated that there are 6 properties requiring permanent easements. The services will comply with the *Missouri Department of Transportation (MoDOT) standards*.

Appraisal Services -

The appraisals will be performed according to the following scope:

1. Afford each property owner the opportunity to accompany the appraiser during the property inspection.
2. For each parcel, identification of the economic unit, or larger parcel to be appraised, based upon the unities of use, contiguity and ownership.
3. Identify available utility and development infrastructure.
4. Review the existing zoning, and master planned zoning, from the appropriate governmental authority. Estimate the Highest and Best use of the property.
5. Research county records and other available sources for comparable sales data.
6. Estimate land values based upon comparable data.
7. Analyze and estimate value impacts due to takings and site improvement losses (structures and other improvements).
8. Preparation of valuations which delineate monetary impacts.

Review Appraisal Services -

The appraisals will be reviewed for compliance with MoDot reporting standards and a narrative report indicating support of the original appraisal, or a report with a differing value opinion, will be prepared.

As part of our team approach, the initial appraiser will be discussing valuation issues, and viewing the subject properties, acquisitions and sales data, with the reviewer.

Acquisition Services -

Six property contacts may be made during the acquisition project, outlined as follows:

- Contact 1. Contact each owner by telephone to schedule a time to meet with them, at their convenience.
- Contact 2. Travel to the property owner's residence, place of business or another location of their choice (within the Kansas City Metro Area. Out of town ownerships will be handled by mail). Review the plans for the project with them, answer any questions they may have, receive technical engineering questions and make the offer to them for the easements for the project. If the owner chooses to make a counteroffer, transmit this information to the Client for their decision. If the owner is agreeable, the transaction would be completed in this first visit. Normally, additional contacts are required.
- Contact 3. Contact each owner, and if they desire, meet with them again. Provide answers to technical engineering questions from information provided by the Client. Answer any additional questions regarding the appraisal/acquisition process or seek additional engineering counsel. At that point, we will attempt to complete the transaction at the original offer or any approved counteroffer amount.
- Contacts 4-5. Perform follow ups with each property owner. After consultation with the Client, write a final offer letter to the property owner in an attempt to acquire the needed easements.
- Contact 6. If the owner accepts the final offer, meet with them again to sign. If we are unable to satisfactorily complete the negotiation, transmit the file to the Client for legal action.

Additional Services:

The following are typically considered to be additional services, if not included in the originally negotiated contract.

Appraisals/Acquisitions -

Any variation in the number of appraisals/acquisitions may require a unit price adjustment. Any additional property contacts beyond the specified scope is also an additional service.

Cost Estimates -

Any third-party cost estimates for site improvement impacts will be considered a reimbursable expense, including our time obtaining the estimate(s).

Meeting Attendance -

We will attend status and strategy meetings, if needed.

Appraisal Report Updates -

Any appraisal report that requires update due to a change in market conditions attributed to delays in the project beyond the control of *Right of Way Associates* is considered an additional service.

Condemnation Services -

If condemnation is required, *Right of Way Associates* can provide expert testimony as to valuation conclusions.

COST OF SERVICES

The cost of services is broken down below:

- Appraisal Services - \$1,500 per tract x 6 Tracts = \$9,000 (not to exceed)
- Appraisal Review Services - \$850 per tract x 6 Tracts = \$5,100 (not to exceed)
- Acquisition Services - \$1,500 per tract x 6 Tracts = \$9,000 (not to exceed)
- **Total Not to Exceed Costs** **\$23,100**

Based on discussions with the City Engineer, there is potential for a seventh tract that will need to be appraised and acquired. In this case, the additional tract will be billed at our per tract rates. Compensation for any additional services will be made at the hourly rate and fee schedule described in this section.

Payment for services rendered is expected within 45 days of receipt of our billing.

Additional Services Fee Schedule

The fees for additional services will be in accordance with the following rate schedule, subject to the above price cap:

A. Personnel hourly rates:

<u>Position</u>	<u>Rate/Hr.</u>
Real Estate Appraiser	\$250.00
Review Appraiser	\$250.00
Acquisition Agent	\$175.00

B. Out of pocket expenses: Reimbursement of out of pocket expenses at cost.

INSURANCE

Right of Way Associates carries \$2,000,000 in general liability insurance, as well as an amount prescribed by law for Workers' Compensation. We also carry \$1,000,000 in Professional Liability Insurance.

CONSIDERATIONS

This proposal is predicated on the following items:

1. Completed construction drawings will be provided at the start of the individual appraisals.
2. Field staking marking the acquisition boundaries will be provided at the start of the individual appraisals.

Submitted by:

Right of Way Associates



Matt Speer, MAI

Vice President

Approved by:

City of Grain Valley

By: _____

Date: _____, 2023

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DONOHO APPRAISALS

APPRAISING FOR RIGHT OF WAY & LITIGATION VALUATION

May 1, 2023

Mr. Dan Miller, PE
Civil Design Group Leader
Lamp Rynearson
9001 State Line Road, Ste. 200
Kansas City, Missouri 64114

SUBJECT: Fee Proposal for approximately 7 appraisals and acquisitions (Buckner Tarsney Trail – Lone Jack, MO), before and after proposed easements have been acquired.

Dear Mr. Miller:

Please find listed below the total proposed appraisal and acquisition fees, as applicable, for the above referenced project.

Total Appraisal Fee - \$1,450/parcel	\$10,150
Total Acquisition Fee - \$1,250/parcel	\$8,750
Total Project Fee	\$18,900

This proposal assumes there will be a total of 7 tracts requiring appraisals and acquisitions. Providing the number of tracts in this proposal is reduced or increased any further from this proposal, the numbers above could change. This proposal assumes the appraisal/acquisition services will commence around Summer/Fall 2023. Should the project start later than this time frame, the fees set out above could change. If the project varies significantly from what has been presented to our office, as of the date of this proposal, and in our discussions with the Engineer, the fee schedule set out above could also change.

This proposal assumes there will be Federal and/or State funding involved in this project. Appraisal review estimates have not been included in this proposal.

Since there are no final construction plans available for review as of the date of this proposal, it is assumed based on the fees set out above, none of the properties, will suffer damage to the remainder and/or total property acquisition. *If any properties might have damage to the remainder, it would be based on such things as a legal non-conformity, some form of reduced utility of the property, reduced or limited access, etc. This would include anything that would make the property less functional than it was prior to the proposed project. This can ultimately only be determined when we have final plans and legal descriptions to review.*

May 1, 2023
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Mr. Dan Miller, PE
Lamp Rynearson

If any remainders of properties are damaged as a result of the proposed project, requiring a complete narrative appraisal, the appraisal and acquisition fees will be higher than shown above on those given properties. The fee for appraising damages on any tract, if appropriate, will be negotiated at the time such damage is determined, between our office and the appropriate contact for the client.

There are no relocation fees included in the above figures.

This proposal assumes any fencing, subdivision markers, retaining walls and any other on-sites, with the exception of trees, that are disturbed as a result of this project, will be replaced by the contractor. Therefore, the appraiser will not include any replacement cost in the appraisals for such on-sites, with the exception of any landscaping/trees that may be acquired.

The fees set out above are for furnishing appraisals and providing acquisition services only. Any meetings pertaining to acquisitions that have not been settled during normal negotiations, and are carried forward through the eminent domain process by the City, will be billed at \$400 per hour. Also, any meetings/appearances, including, but not limited to, public meeting preparation, hearing preparation, deposition preparation, public meetings, hearings, depositions, pre-trial or trial testimony, will be billed at \$400 per hour.

Although the fees set out above are not expected to change, if an excessive amount of time is spent procuring acquisitions on a particular property, the hourly rate indicated above may be incurred for this particular property. Before continuing acquisition work that might require the hourly fee, Donoho Appraisals, would get permission from the client indicating they want us to continue the acquisition process on a particular property where the rate might go into effect.

We assume in this proposal that title reports for each tract, two copies of the half-sized project plans and individual tract maps will be furnished by the City or Engineer. Additionally, we will need easement documents and legal descriptions of the proposed acquisitions. It is our understanding that the City or Engineer will complete these documents and provide them to our office.

We will complete the appraisals for this project within 60 days from the time we are given notice to proceed.

We will need up to 60 days from the date the City notifies us the appraisals have been approved to complete offers for acquisitions on this project. This is subject to the City indicating they would want to extend that time prior to filing a petition for eminent domain, if required.

The above time frames are subject to the current Coronavirus stipulations set forth by the State, County, and City. We will need access to County Records, Deeds, Appraisal data, etc. to complete

May 1, 2023
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Mr. Dan Miller, PE
Lamp Rynearson

appraisals for the project. Depending on current conditions at the time of property acquisition work, it may be necessary to complete the acquisition process with property owners, via phone, video conference, and US Postal Service (for hard copies of documents, maps, etc.).

Thanks for allowing us to submit a proposal on this project, it is greatly appreciated. Providing you have any questions concerning the above, please call me.

Sincerely,
Donoho Appraisals

A handwritten signature in black ink that reads "Al Donoho". The signature is written in a cursive, flowing style.

Al Donoho, MAI, SR/WA

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Ordinances

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

MEETING DATE	06/26/2023, 07/10/2023	
BILL NUMBER	B23-22	
AGENDA TITLE	AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN AND THE FINAL PLAT FOR CREEKSIDE VILLAGE 4th PLAT	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A or \$
	Budget Line Item:	N/A or item number
	Balance Available	N/A or available amount
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To gain final development plan and final plat approval for Creekside Village 4 th Plat	
BACKGROUND	The BOA approved Ordinance 2416 on March 27,2023 for a change of zoning on 4.83 acres from District R-1 (Single Family Residential) to District R-1P (Single Family Residential District – Planned Overlay District) and change of zoning on 11.44 acres from District R-1 (Single Family Residential) to District M-1P (Light Industrial District – Planned Overlay District). The BOA also approved the preliminary development plan.	
SPECIAL NOTES	None	
ANALYSIS	The final development plan is identical to the preliminary development plan and complies with the requirements of the City’s land use regulations. The overall development consists of 51 single family lots and four office/industrial buildings with each building containing 11,200 square feet. The final plat meets all the requirements of the City’s subdivision regulations.	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at their June 14,2023 meeting.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Final Plat, Final Development Plan, Residential Building Elevation/Floor Plan, Applications

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B23-22

ORDINANCE NO.
SECOND READING
FIRST READING

June 26, 2023 (5-0)

**AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN AND FINAL PLAT FOR
CREEKSIDE VILLAGE 4th PLAT**

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

WHEREAS, a meeting was held on June 14, 2023 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final development plan and final plat; and

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

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

SECTION 1: The Final Development Plan and the Final Plat for Creekside Village 4th plat are approved.

SECTION 2: The property legally described below as:

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26,- THENCE N88°50':31"W, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 49.59 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED,- THENCE S01°221'"W, A DISTANCE OF 6/2.59 FEET TO A POINT ON THE NORTH LINE OF CREEKSIDE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, MISSOURI,- THENCE N88°39'43"W, ALONG THE NORTH LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 219.23 FEET· THENCE N0°22'1"E, ALONG SAID LINE, A DISTANCE OF 32.00 FEET,- THENCE N88°39'43"W, ALONG SAID LINE, A DISTANCE OF 190.00 FEET,- THENCE S01°22'JJ"W, ALONG SAID LINE, A

DISTANCE OF 190.00 FEET;
THENCE S88°39'43"E, ALONG SAID UNE. A DISTANCE OF 21,72
FEET, THENCE S22°14'00"W, ALONG SAID LINE. A DISTANCE OF
89.88 FEET. THENCE N88°38'47"W, ALONG SAID LINE. A
DISTANCE OF 560.21 FEET TO THE NORTHWEST CORNER OF
SAID CREEKSIDE VILLAGE; THENCE N0°/816"E, A DISTANCE OF
857.35 FEET TO A POINT ON THE NORTH LINE OF THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID
SECTION 26; THENCE S88°50'31"E, ALONG THE NORTH LINE OF
THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
SAID SECTION 26, A DISTANCE OF 948.70 FEET TO THE POINT
OF BEGINNING.

SECTION 3: This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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



**BOA STAFF REPORT – FINAL DEVELOPMENT PLAN AND FINAL PLAT
APPROVAL
CREEKSIDE VILLAGE 4th PLAT
JUNE 26, 2023**

ACTION: JAC'D LLC is requesting final development plan and final plat approval for Creekside Village 4th Plat.

The development site is generally located less than a quarter of a mile north of NE McQuerry Road on the west side of S. Seymour Road.

BACKGROUND: The Board of Aldermen approved Ordinance 2416 on March 27, 2023 for a change of zoning on approximately 4.83 acres from District R-1 (Single Family Residential) to District R-1p (Single Family Residential District – Planned Overlay District) and change of zoning on approximately 11.44 acres from District R-1 (Single Family Residential) to District M-1p (Light Industrial District – Planned Overlay District) and approval of the preliminary development plan/plat for Creekside Village 4th Plat.

PURPOSE: The final development plan is identical to the approved preliminary development plan. The overall development will consist of 51 single family lots and four office/industrial buildings with each building containing 11,200 square feet.

The development proposes the extension of NE Wolf Creek Road and NE Deer Creek Road to city standards to provide access to the proposed new lots. The development does not propose alleys.

The applicant has provided an elevation drawing and floor plan of the single-family residence. The residence will have 1,572 square feet of living space plus a two-car garage. The living space will consist of three bedrooms and two and one-half bathrooms.

The private pocket park will be maintained by the Homeowners Association and amenities such as a gazebo and benches will be provided.

In District M-1P area, the site has a floodplain and floodway designation. An application is being made for a CLOMR-F (Conditional Letter of Map Revision -Fill) to remove the floodplain designation by placing fill on the site per FEMA regulations. The area will be filled outside the floodway to an elevation 1 foot above the base floodplain elevation.

The large existing pond was a borrow area for neighboring development fill. This pond will be filled and eliminated.



PAGE 2

STAFF REPORT, FINAL DEVELOPMENT PLAN AND FINAL PLAT FOR CREEKSIDE VILLAGE 4th PLAT

The existing detention was designed for the entire development including the Creekside Village to the south and will be maintained in place.

There are wetlands designated on the site. The wetlands will be preserved or mitigated per Corp of Engineers requirement.

An asphalt driveway will provide access to the buildings from Seymour Road.

The ordinance requires the Planned District to be permanently screened from adjoining properties zoned for residential use by a wall, fence, or other suitable enclosure at least six (6) feet in height. The area adjacent to such a wall or fence shall be planted with trees and shrubs to form an ornamental screen and trees and shrubs shall be maintained by the property owner. The final development plan illustrates a six-foot-tall solid screen fence with alternating white pine and swamp oak along the boundary with the proposed R-1P zoned area.

The final plat for Creekside Village 4th Plat consists of 18 single family residential lots and the extension of NE Deer Creek Road and NE Wolf Creek Road. This is the first phase of developing the R-1P area.

The applicant is not proposing the construction of the four office/industrial buildings in District M1-P until the pond is filled, and ground is elevated one-foot above the base flood elevation per the City's floodplain management ordinance.

PLANNING AND ZONING COMMISSION: The Commission reviewed the final plan and plat at their June 14,2023 meeting and recommended approval to the BOA

STAFF RECOMMENDATION: Staff recommends approval of the final development plan and final plat for Creekside Village 4th Plat.

CREEKSIDE VILLAGE - 4TH PLAT

A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST GRAIN VALLEY, JACKSON COUNTY, MISSOURI

OWNER/APPLICANT:
JAC D. LLC
PO BOX 3008
GRAIN VALLEY, MO 64029
DAVE SMITH
816-215-8294
dave@landpaving.com

PROPERTY DESCRIPTION (OVERALL)
CONTAINING 708,721 SQUARE FEET OR 16.27 ACRES

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 40.59 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE S01°22'11"W, A DISTANCE OF 612.59 FEET TO A POINT ON THE NORTH LINE OF CREEKSIDE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, MISSOURI; THENCE N88°39'43"W, A DISTANCE OF 190.00 FEET; THENCE S01°22'11"W, A DISTANCE OF 190.00 FEET; THENCE S88°39'43"E, ALONG SAID LINE, A DISTANCE OF 21.72 FEET; THENCE S01°22'11"W, ALONG SAID LINE, A DISTANCE OF 89.88 FEET; THENCE N88°39'43"W, ALONG SAID LINE, A DISTANCE OF 560.21 FEET TO THE NORTHWEST CORNER OF SAID CREEKSIDE VILLAGE; THENCE N01°18'16"E, A DISTANCE OF 857.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 948.70 FEET TO THE POINT OF BEGINNING.

OVERALL DEVELOPMENT INFORMATION

A. EXISTING ZONING	RI		
PROPOSED ZONING	COMMERCIAL	M-1P	
RESIDENTIAL	R-1P		
B. TOTAL LAND AREA	16.27 ACRES		
C. GROSS LAND AREA =		RL-P	ML-P
PROPOSED R/W	4.83 AC.	11.44 AC.	
NET LAND AREA	1.28 AC.	N/A	
D. EXISTING BUILDING	N/A		
E. HEIGHT OF BUILDING	45' MAX.		
F. GROSS FLOOR AREA		RL-P	ML-P
COMMERCIAL	44,800 SF	4.83 AC.	11.44 AC.
RESIDENTIAL	68,850 SF		
G. COVERAGE AREA			
TOTAL LAND AREA (SF)	210,395	498,326	
TOTAL BUILDING (SF)	68,850	44,800	
TOTAL PAVEMENT (SF)	31,958	129,452	
PERCENT COVERAGE	48%	35%	
H. PARKING	REQUIRED	PROVIDED	
COMMERCIAL	45*	48	
RESIDENTIAL	102**	102	

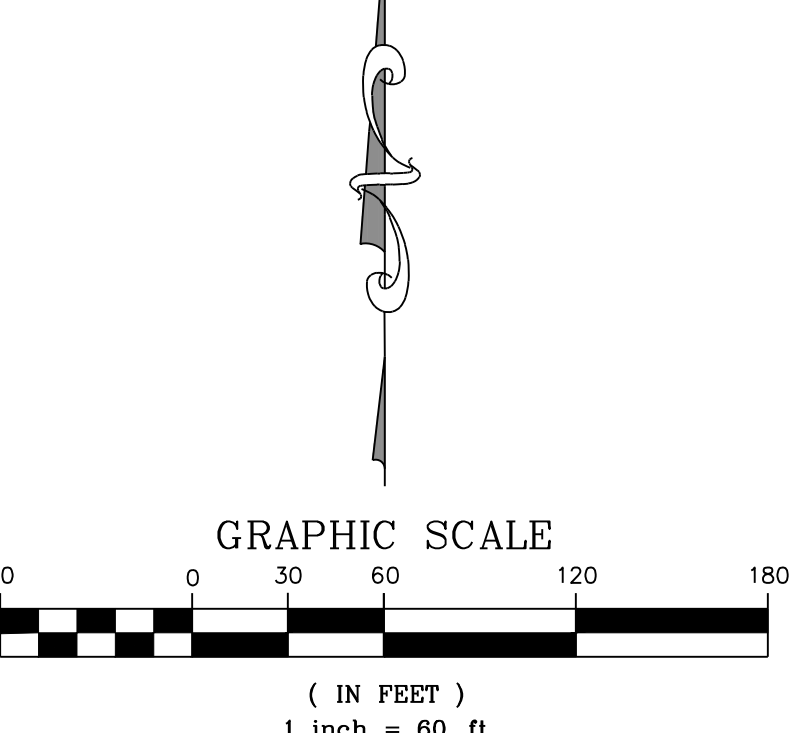
(*) 51 SINGLE FAMILY HOUSES AT 1,350 SQ. FT. EACH MORE OR LESS.
(**) 1 REQUIRED PER 1,000 SQ. FT. OF GFA
(***) 2 REQUIRED PER DWELLING UNIT

I. LANDSCAPING	BOTANICAL / COMMON NAME	CONDITION	CALIPER	HEIGHT
	QUERCUS BICOLOR / SWAMP OAK	B & B	1.5"	N/A
	PINUS STROBUS / WHITE PINE	B & B	N/A	6'

GENERAL NOTES:

- THE SITE HAS A FLOOD PLAIN AND A FLOOD WAY. APPLICATION IS BEING MADE FOR A CLOM-R TO REMOVE THE FLOOD PLAIN DESIGNATION BY PLACING FILL ON THE SITE PER FEMA REGULATIONS. THE ARE WILL BE FILLED OUTSIDE THE FLOODWAY TO AN ELEVATION 1 FOOT ABOVE THE FLOOD PLAIN ELEVATION.
- THERE ARE WETLANDS DESIGNATED ON THE SITE. THE WETLANDS WILL BE PRESERVED OR MITIGATED PER CORP OF ENGINEERS REQUIREMENTS.
- THE INDUSTRIAL SITE WILL BE SERVED BY A PRIVATE DRIVE
- INDUSTRIAL STORAGE AREA FOR EQUIPMENT WILL BE GRAVEL.
- EXISTING CREEKSIDE 3RD PLAT WILL BE VACATED AS REQUIRED TO ALLOW FOR THIS DEVELOPMENT.
- THE POCKET PARK SHOWN WILL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION. AN AMENITY SUCH AS A GAZEBO, BENCHES OR OTHER ITEMS WILL BE PROVIDED.
- THE LARGE EXISTING POND WAS A BARROW AREA FOR NEIGHBORING DEVELOPMENT FILL. THIS POND WILL BE FILLED AND ELIMINATED.
- THE EXISTING DETENTION WAS DESIGNED FOR THE ENTIRE DEVELOPMENT INCLUDING THE CREEKSIDE VILLAGE TO THE SOUTH AND SHALL BE MAINTAINED IN PLACE.
- THE RESIDENTIAL AREA WILL BE DEVELOPED IN PHASES WITH APPROXIMATELY 32 UNITS IN THE FIRST PHASE AND 19 UNITS IN THE SECOND PHASE.
- TRACTS C & D SHALL BE DEDICATED TO THE CREEKSIDE VILLAGE HOMEOWNER ASSOCIATION.
- TRACT E SHALL BE DEDICATED FOR PRIVATE PARK AND OWNED BY THE CREEKSIDE HOMEOWNER ASSOCIATION.

FLOODPLAIN NOTE:
ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, PANEL NUMBER 339 OF 625, COMMUNITY PANEL NUMBER 29085C0339C, REVISED JANUARY 20, 2017, THE SUBJECT PROPERTY IS IN ZONE AE. AREAS WHERE THE BASE FLOOD ELEVATIONS ARE DETERMINED.

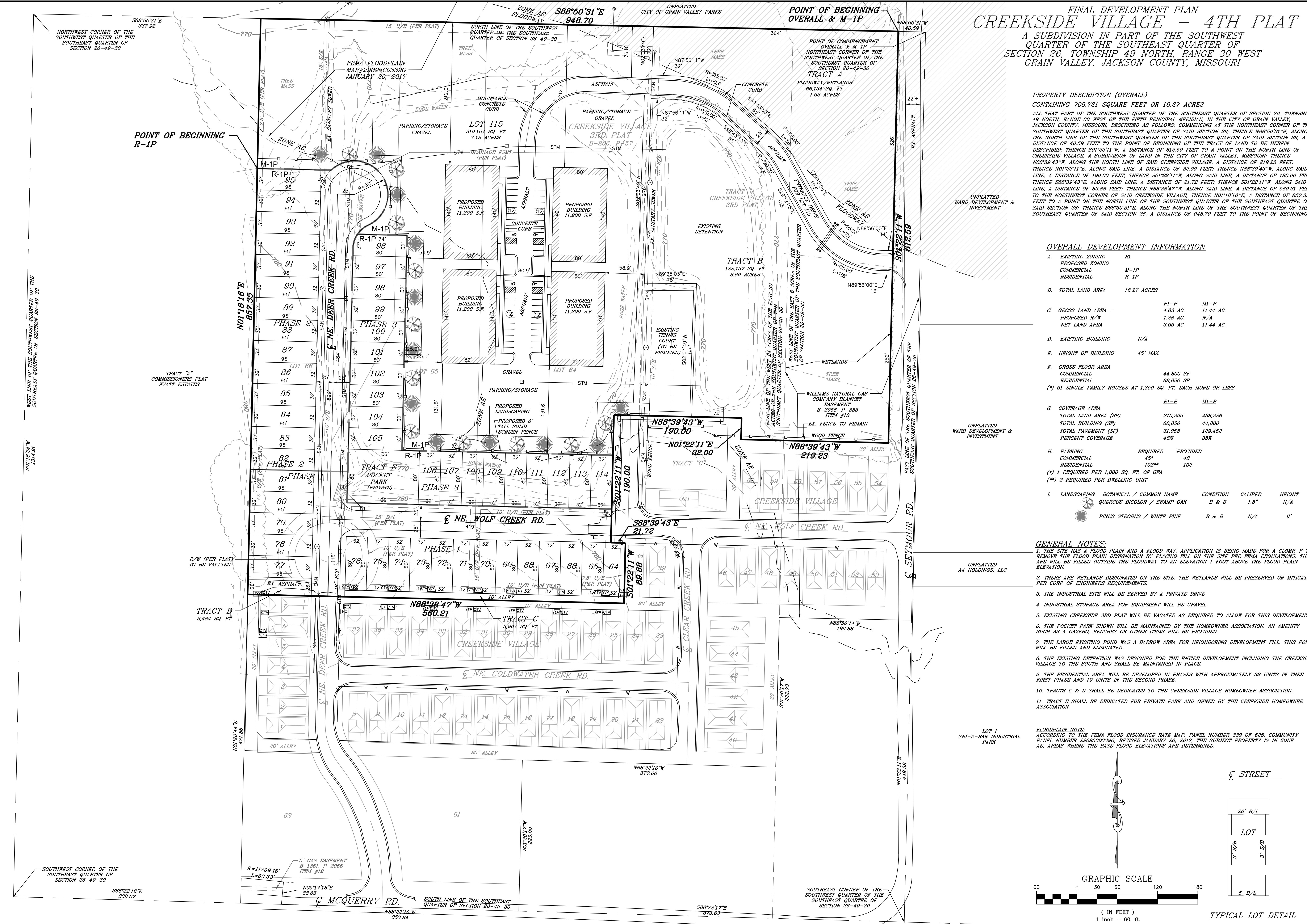


SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEET OR EXCEED THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF SURVEYS, AS JOINTLY ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF SURVEYS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

R.L. Buford & Associates, LLC
LAND SURVEYING - DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC, MO. CERT. OF AUTHORITY: 08031971
P.O. BOX 14089, PARKVILLE, MO. 64152 (816) 741-6152

SEC-TWP-RGE.	COUNTY	JOB NO.
26-49-30	CLINTON	J-2250
DATE	FIELD BOOK	DRAWN BY
1/19/2023		J.K.R.

FOR JAC D, LLC
FINAL DEVELOPMENT PLAN



NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26-49-30
S88°50'31"E 337.92

POINT OF BEGINNING R-1P

TRACT A COMMISSIONERS PLAT WYATT ESTATES

TRACT B 122,137 SQ. FT. 2.80 ACRES

TRACT C 3,987 SQ. FT. 196.88

TRACT D 2,484 SQ. FT.

TRACT E 770

TRACT F 115

TRACT G 114

TRACT H 113

TRACT I 112

TRACT J 111

TRACT K 110

TRACT L 109

TRACT M 108

TRACT N 107

TRACT O 106

TRACT P 105

TRACT Q 104

TRACT R 103

TRACT S 102

TRACT T 101

TRACT U 100

TRACT V 99

TRACT W 98

TRACT X 97

TRACT Y 96

TRACT Z 95

TRACT AA 94

TRACT AB 93

TRACT AC 92

TRACT AD 91

TRACT AE 90

TRACT AF 89

TRACT AG 88

TRACT AH 87

TRACT AI 86

TRACT AJ 85

TRACT AK 84

TRACT AL 83

TRACT AM 82

TRACT AN 81

TRACT AO 80

TRACT AP 79

TRACT AQ 78

TRACT AR 77

TRACT AS 76

TRACT AT 75

TRACT AU 74

TRACT AV 73

TRACT AW 72

TRACT AX 71

TRACT AY 70

TRACT AZ 69

TRACT BA 68

TRACT BB 67

TRACT BC 66

TRACT BD 65

TRACT BE 64

TRACT BF 63

TRACT BG 62

TRACT BH 61

TRACT BI 60

TRACT BJ 59

TRACT BK 58

TRACT BL 57

TRACT BM 56

TRACT BN 55

TRACT BO 54

TRACT BP 53

TRACT BQ 52

TRACT BR 51

TRACT BS 50

TRACT BT 49

TRACT BU 48

TRACT BV 47

TRACT BV 46

TRACT BW 45

TRACT BX 44

TRACT BY 43

TRACT BZ 42

TRACT CA 41

TRACT CB 40

TRACT CC 39

TRACT CD 38

TRACT CE 37

TRACT CF 36

TRACT CG 35

TRACT CH 34

TRACT CI 33

TRACT CJ 32

TRACT CK 31

TRACT CL 30

TRACT CM 29

TRACT CN 28

TRACT CO 27

TRACT CP 26

TRACT CQ 25

TRACT CR 24

TRACT CS 23

TRACT CT 22

TRACT CU 21

TRACT CV 20

TRACT CW 19

TRACT CX 18

TRACT CY 17

TRACT CZ 16

TRACT DA 15

TRACT DB 14

TRACT DC 13

TRACT DD 12

TRACT DE 11

TRACT DF 10

TRACT DG 9

TRACT DH 8

TRACT DI 7

TRACT DJ 6

TRACT DK 5

TRACT DL 4

TRACT DM 3

TRACT DN 2

TRACT DO 1

TRACT DP 0

TRACT DQ 0

TRACT DR 0

TRACT DS 0

TRACT DT 0

TRACT DU 0

TRACT DV 0

TRACT DW 0

TRACT DX 0

TRACT DY 0

TRACT DZ 0

TRACT EA 0

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TRACT EI 0

TRACT EJ 0

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TRACT VL 0

TRACT VM 0

TRACT VN 0

TRACT VO 0

TRACT VP 0

TRACT VQ 0

TRACT VR 0

TRACT VS 0

TRACT VT 0

TRACT VU 0

TRACT VV 0

TRACT VW 0

TRACT VX 0

TRACT VY 0

TRACT VZ 0

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TRACT XH 0

TRACT XI 0

TRACT XJ 0

TRACT XK 0

TRACT XL 0

TRACT XM 0

TRACT XN 0

TRACT XO 0

TRACT XP 0

TRACT XQ 0

TRACT XR 0

TRACT XS 0

TRACT XT 0

TRACT XU 0

TRACT XV 0

TRACT XW 0

TRACT XX 0

TRACT XY 0

TRACT XZ 0

TRACT YA 0

TRACT YB 0

TRACT YC 0

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TRACT YT 0

TRACT YU 0

TRACT YV 0

TRACT YW 0

TRACT YX 0

TRACT YY 0

TRACT YZ 0

TRACT ZA 0

TRACT ZB 0

TRACT ZC 0

TRACT ZD 0

TRACT ZE 0

TRACT ZF 0

TRACT ZG 0

TRACT ZH 0

TRACT ZI 0

TRACT ZJ 0

TRACT ZK 0

TRACT ZL 0

TRACT ZM 0

TRACT ZN 0

TRACT ZO 0

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TRACT ZU 0

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TRACT ZW 0

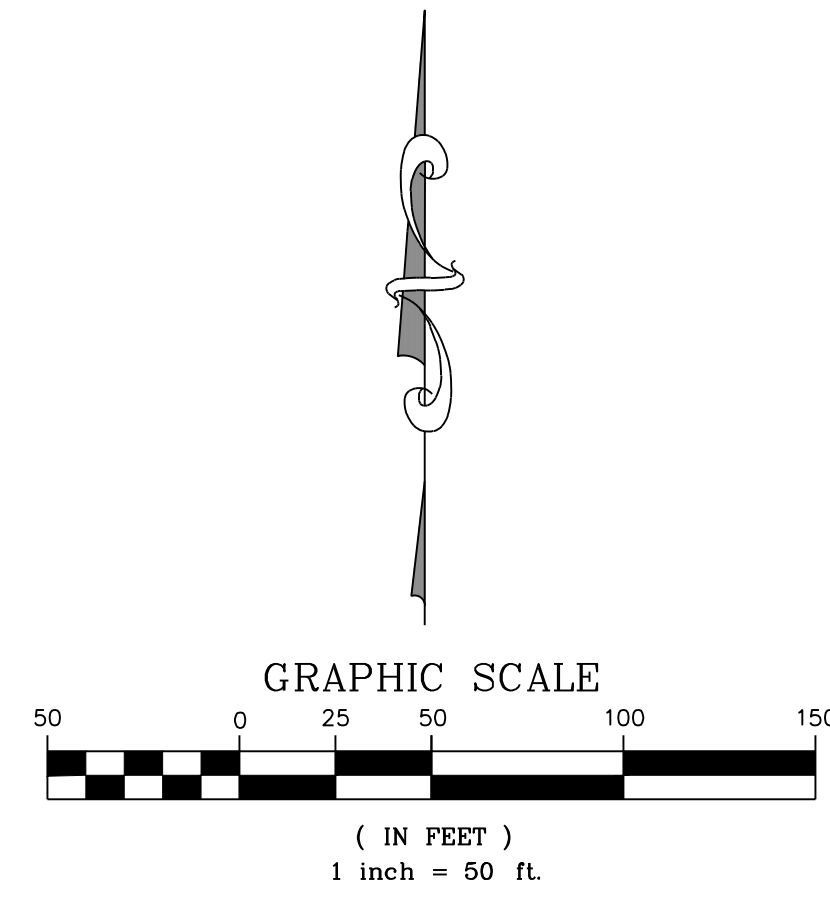
TRACT ZX 0

TRACT ZY 0

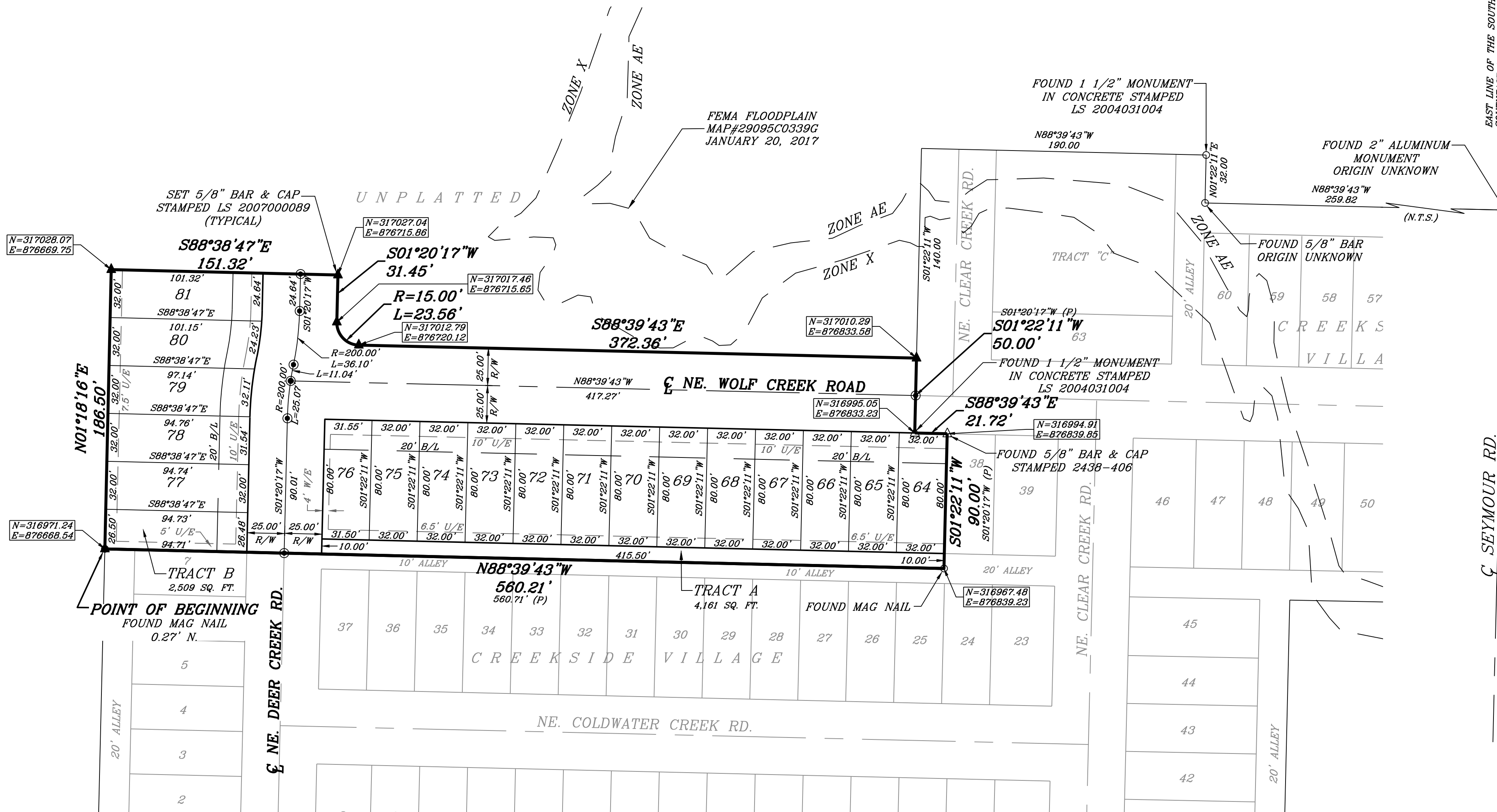
TRACT ZZ 0

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FINAL PLAT
CREEKSIDE VILLAGE - 4TH PLAT
 A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST, GRAIN VALLEY, JACKSON COUNTY, MISSOURI



COORDINATE TABLE
 BEARINGS AND COORDINATES ARE BASED ON THE MISSOURI COORDINATE SYSTEM 1983, WESTERN ZONE, AT KANSAS CITY METRO CONTROL MONUMENT JA-11 RESET, GRID FACTOR=0.9999089, COORDINATES IN METERS. COORDINATES OBTAINED BY GPS.



PROPERTY DESCRIPTION
 CONTAINING 84.441 SQUARE FEET OR 1.94 ACRES

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF CREEKSIDE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING A POINT 20.00 FEET WEST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CREEKSIDE VILLAGE; THENCE N01°18'16"E, A DISTANCE OF 186.50 FEET; THENCE S88°38'47"E, A DISTANCE OF 151.32 FEET; THENCE S01°20'17"W, A DISTANCE OF 31.45 FEET; THENCE S01°22'11"W, A DISTANCE OF 50.00 FEET TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°39'43"E, A DISTANCE OF 372.36 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NE. CLEAR CREEK ROAD, ALSO BEING A POINT ON THE NORTHERLY LINE OF SAID CREEK SIDE VILLAGE; THENCE S01°22'11"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NE. CLEAR CREEK ROAD, AND THE NORTHERLY LINE OF SAID CREEK SIDE VILLAGE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NE. WOLF CREEK ROAD; THENCE S88°39'43"E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID NE. WOLF CREEK ROAD AND THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 21.72 FEET TO THE NORTHWEST CORNER OF LOT 36 OF SAID CREEKSIDE VILLAGE; THENCE S01°22'11"W, ALONG THE WEST LINE OF SAID LOT 36, A DISTANCE OF 80.00 FEET; THENCE N88°39'43"W, ALONG THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 560.21 FEET TO THE POINT OF BEGINNING.

BOUNDARY SURVEY NOTES:

- THE FOLLOWING STANDARD MONUMENTATION HAS BEEN SET AT THE NOTED LOCATION UNLESS INDICATED OTHERWISE ON THIS DRAWING:
 SEMI-PERMANENT MONUMENTATION:
 CHISELED CROSS AT ALL CORNERS MARKED " * * "
 1/2" IRON BAR WITH PLASTIC CAP STAMPED "LS-2007000089" SET AT ALL CORNERS MARKED " * * * "
 PERMANENT MONUMENTATION:
 5/8" IRON BAR WITH ALUMINUM CAP STAMPED "LS-2007000089" SET AT ALL CORNERS MARKED " * * * * "
- THE POSITION OF EXISTING MONUMENTATION AS INDICATED BY AN " * ", " * * ", " * * * " OR " * * * * ", IF NOT THE TRUE CORNER, IS BY DIFFERENCES IN COORDINATES OR AT RIGHT ANGLES TO THE PROPERTY LINE AT THE NOTED DISTANCE FROM THE NEAREST CORNER.
- THE DESCRIPTION SHOWN WAS DERIVED FROM TITLE COMMITMENT NUMBER 1826882 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE NOVEMBER 22, 2022.
- THIS SURVEY IS BASED UPON RECORD DOCUMENTS, LEGAL DESCRIPTIONS, AND OTHER INFORMATION FURNISHED BY THE CLIENT PLUS OTHER INFORMATION KNOWN TO THIS SURVEYOR. THIS SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER RECORD DOCUMENTS WHICH AFFECT THE SUBJECT REAL ESTATE.
- THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN PROPERTY SURVEY AS DEFINED BY THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS".
- ACCORDING TO THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PANEL NUMBER 339 OF 625, MAP NUMBER 29085C0339G, REVISED JANUARY 20, 2017, THE SUBJECT PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

DEDICATION:
 THE UNDERSIGNED PROPRIETORS OF THE PROPERTY DESCRIBED HEREIN HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER AS SHOWN ON THIS PLAT AND SAID PROPERTY SHALL HEREAFTER BE KNOWN AS:
 CREEKSIDE VILLAGE - 4TH PLAT

UTILITY EASEMENT DEDICATION:
 AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GRAIN VALLEY, MISSOURI AND OTHER STATE ENTITIES AS AUTHORIZED BY STATE LAW FOR THE PURPOSE OF LOCATING, CONSTRUCTION, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV, AND SURFACE DRAINAGE, INCLUDING BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICES, FEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER, AND ALONG THE STRIPS OF LAND DESIGNATED AS UTILITY EASEMENTS (U/E)

SANITARY SEWER EASEMENT DEDICATION:
 AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, TO LOCATE, CONSTRUCT AND MAINTAIN AND TO AUTHORIZE THE LOCATION, CONSTRUCTION, MAINTENANCE AND USE OF SANITARY SEWER LINES, INCLUDING MANHOLES, PIPES AND APPURTENANCES THEREON, OVER, UNDER AND ALONG THE STRIPS OF LAND OUTLINED ON THIS PLAT DESIGNATED "SANITARY SEWER EASEMENT" (S/E).

BUILDING SETBACK LINES:
 BUILDING SETBACK LINES ARE ESTABLISHED ON THIS PLAT AND NO BUILDING SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE.

STREETS:
 THE STREETS SHOWN ON THIS PLAT NOT HERETOFORE DEDICATED TO PUBLIC USE AS THOROUGHFARES ARE HERE SO DEDICATED.

RESTRICTIONS:
 TRACTS A & B SHALL BE USED FOR ALLEY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.

IN WITNESS WHEREOF, JAC D, LLC, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 20____

DAVE SMITH, MANAGING MEMBER

STATE OF MISSOURI)
) SS:
 COUNTY OF)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED DAVE SMITH, MANAGING MEMBER OF JAC D, LLC WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DATE HEREIN LAST ABOVE WRITTEN.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGMENTS:
 PLANNING AND ZONING COMMISSION

THIS PLAT OF "CREEKSIDE VILLAGE - 4TH PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE GRAIN VALLEY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2023.

CRAIG M. SHELTON, CHAIRMAN

DEBBIE SAFFELL, SECRETARY

BOARD OF ALDERMEN

THIS IS TO CERTIFY THAT THE ACCOMPANYING PLAT OF "CREEKSIDE VILLAGE - 4TH PLAT" WAS SUBMITTED TO AND DULY APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI THIS _____ DAY OF _____, 2023 BY ORDINANCE NO. _____

MIKE TODD, MAYOR

JAMIE LOGAN, CITY CLERK

COUNTY APPROVAL:

VINCENT E. BRICE _____ DATE _____
 JACKSON COUNTY ASSESSMENT DEPARTMENT

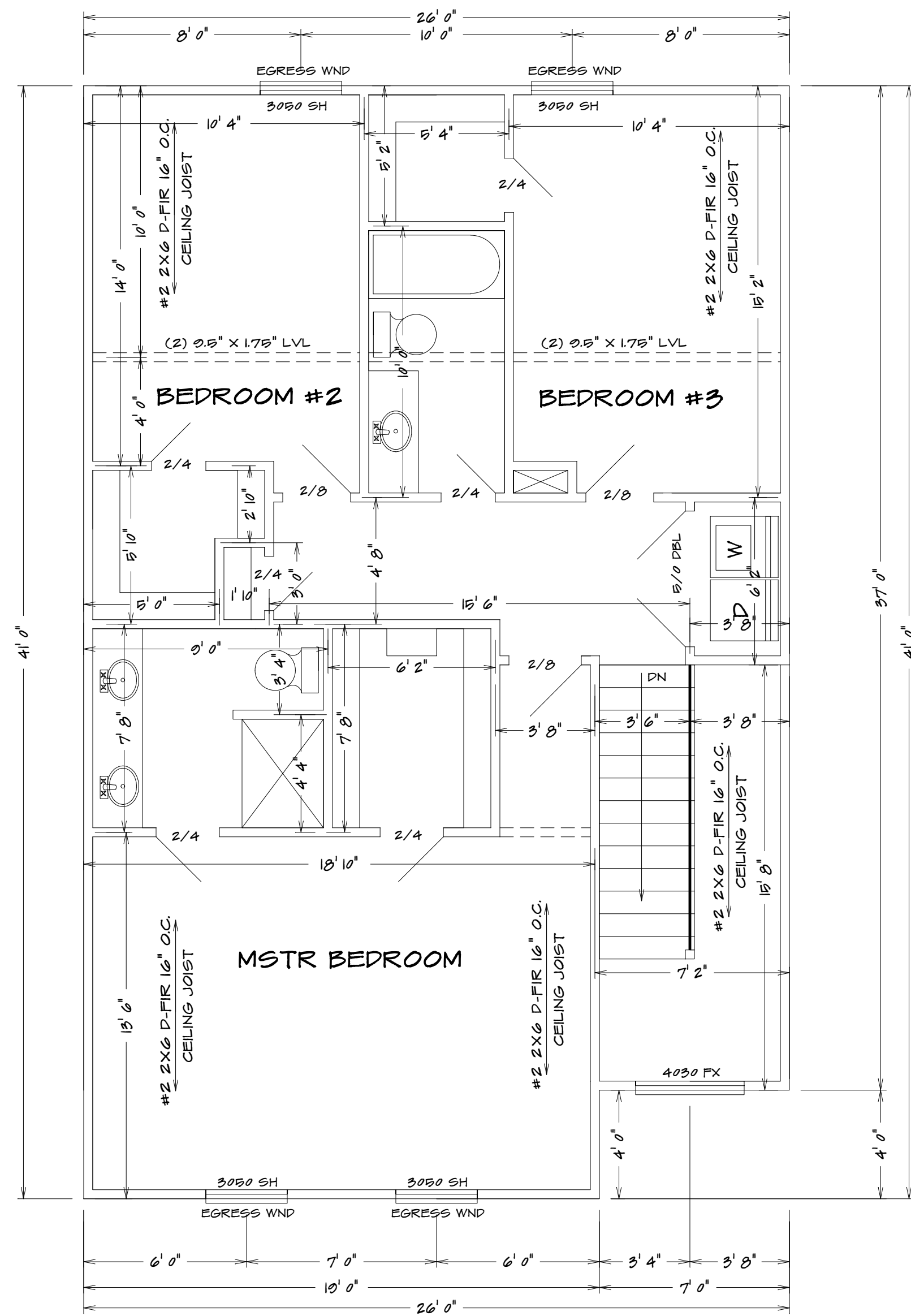


SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN PROPERTY SURVEY AS DEFINED BY THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS". I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MISSOURI, LICENSE NO. 15-309000000. I HAVE NO KNOWLEDGE OF ANY OTHER RECORD DOCUMENTS WHICH AFFECT THE SUBJECT REAL ESTATE. THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

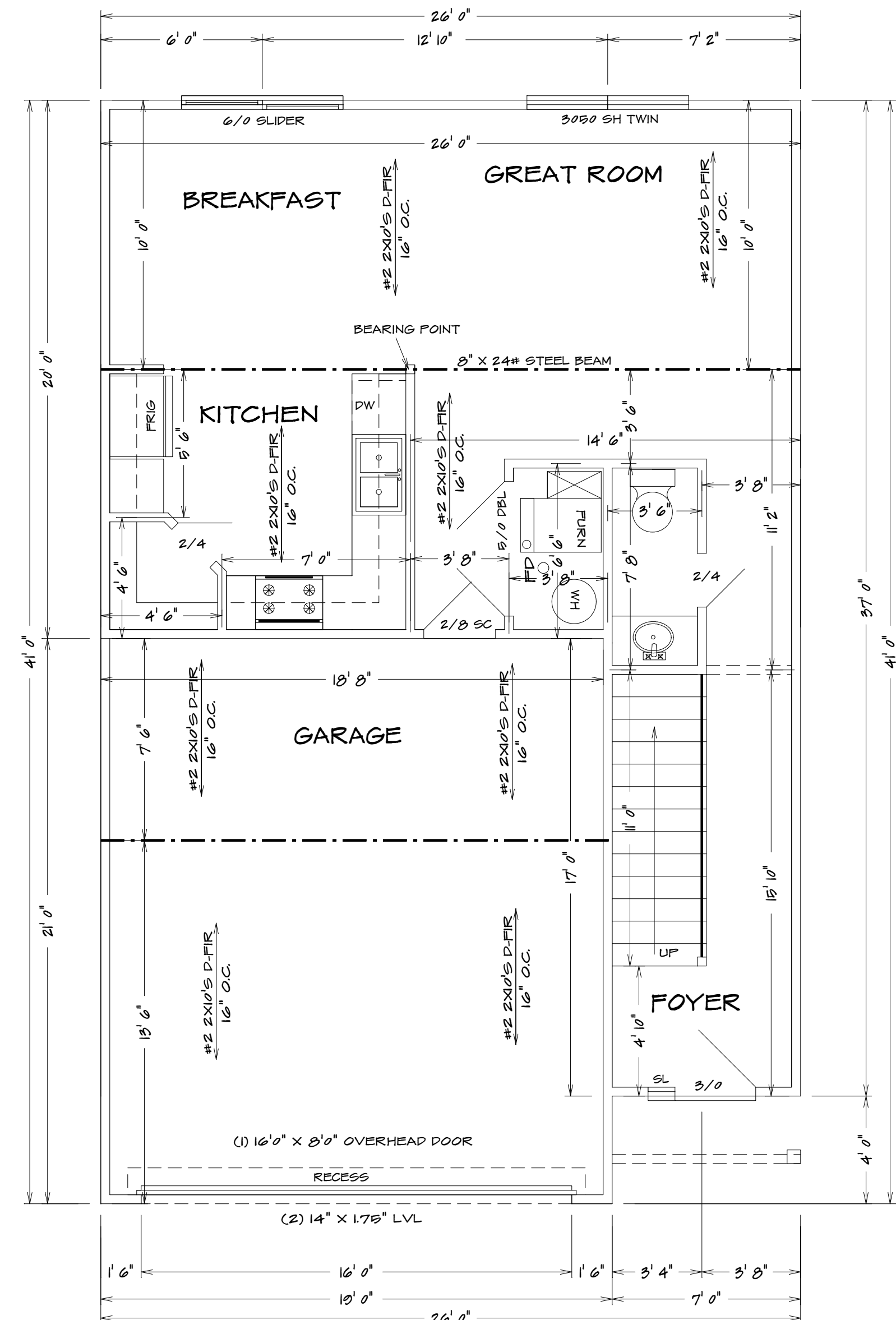
REV 01/17/2023
 ROBERT G. YOUNG, PLS-2007000089 DATE

R.L. Buford & Associates, LLC
 LAND SURVEYING & DEVELOPMENT CONSULTANTS
 R.L. BUFORD, LICENSE NO. 15-201003187, OF MISSOURI
 P.O. BOX 14089, PARKVILLE, MO. 64152 (816) 741-6152
 SEC.-TWP.-RGE. COUNTY JOB NO. 4-2350
 DATE FIELD BOOK 05/02/2023
 FOR JAC D, LLC
 PO BOX 3008
 GRAIN VALLEY, MO 64029
 FINAL PLAT

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928 sq.ft.



644 sq.ft.

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Grain Valley Community Development
951 NE Deer Creek Valley Dr.
05/08/2023 - 05/07/2024
Planning and Zoning
General

Printed: 05/10/2023

0358396

0fa293c0-ede5-11ed-83a4-351cf5c9756b

Under Review

Active

Application Review Status

Pre-Review	Approved	
Planning and Zoning	Not Reviewed	05/08/2023
Engineering	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Site Plan Review	\$300.00
Subtotal	\$300.00
Amount Paid	\$300.00
Total Due	\$0.00

Payments

05/08/2023	Card Visa *4997	\$300.00
Total Paid		\$300.00

Application Form Data

(Empty fields are not included)

First Name

Lindsay

Last Name

Vogt

Phone Number

(816) 215-1461

Email

lindsay@rlbuford.com

Do you have an additional contact person?

Yes

Street First Name

Steve

Contact Last Name

Warger

Email

stevewarger@gmail.com

Phone Number

(816) 769-6132

Project Street Address

951 NE Deer Creek Valley Dr.

City

Grain Valley

State

MO

Zip Code

64029

Zoning District

R-1 Single-Family Residential District

First Name

Dave

Last Name

Smith

Phone Number

(816) 215-8294

Street Address

6603 S. Stillhouse Rd.

City

Oak Grove

State

MO

Zip Code

64075

Please provide a legal description of subject property

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST IN THE CITY OF GRAIN VALLEY,

JACKSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF CREEKSIDE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING A POINT 20.00 FEET WEST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CREEKSIDE VILLAGE; THENCE N01°18'16"E, A DISTANCE OF 186.50 FEET; THENCE S88°38'47"E, A DISTANCE OF 151.32 FEET; THENCE S01°20'17"W, A DISTANCE OF 31.45 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°39'43"E, A DISTANCE OF 372.36 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NE. CLEAR CREEK ROAD, ALSO BEING A POINT ON THE NORTHERLY LINE OF SAID CREEK SIDE VILLAGE; THENCE S01°22'11"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NE. CLEAR CREEK ROAD, AND THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NE. WOLF CREEK ROAD; THENCE S88°39'43"E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID NE. WOLF CREEK ROAD AND THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 21.72 FEET TO THE NORTHWEST CORNER OF LOT 38 OF SAID CREEKSIDE VILLAGE; THENCE S01°22'11"W, ALONG THE WEST LINE OF SAID LOT 38, A DISTANCE OF 90.00 FEET; THENCE N88°39'43"W, ALONG THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 560.21 FEET TO THE POINT OF BEGINNING.

Please upload the final development/site plan

J-22350 DEV PLAN-PRELIM DEV PLAN 4-19-23.pdf

Please upload the landscaping plan

J-22350 DEV PLAN-PRELIM DEV PLAN 4-19-23.pdf

Please upload the building elevations

2022 1.5 Duplex - 1-17-2022.pdf

Please upload proof of ownership or control of property (deed, contract, lease) or permission from property owner

ALTA Standard Owner's Policy of Title Ins (7-1-21)-MO.pdf

What type of project is this?

Final Development/Site Plan

Please provide a description of the project

17 single family lots and four commercial buildings at Creekside Village

Company Name

RL Buford

Street Address

PO Box 14069

City

Parkville

State

MO

Zip Code

64152

Signature

I understand and agree that as a condition to the issuance of this permit the permittee shall agree to defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all suits, claims, or liabilities caused by or arising out of any use authorized by any such permit. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction and that I make this statement under penalty of perjury.

Lindsay Vogt - 05/08/2023 4:12 pm

Grain Valley Community Development
951 NE Deer Creek Valley Dr.
05/08/2023 - 05/07/2024
Planning and Zoning
General

Printed: 05/10/2023

6176683

5323cfb0-eddb-11ed-83a4-351cf5c9756b

Under Review

Active

Application Review Status

Pre-Review	Approved	
Planning and Zoning	Not Reviewed	05/08/2023
Engineering	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Final Plat/Lot Split	\$480.00
Subtotal	\$480.00
Amount Paid	\$480.00
Total Due	\$0.00

Payments

05/08/2023	Card Visa *4997	\$480.00
Total Paid		\$480.00

Application Form Data

(Empty fields are not included)

First Name

Lindsay

Last Name

Vogt

Phone Number

(816) 215-1461

Email

lindsay@rlbuford.com

Do you have an additional contact person?

Yes

Contact First Name

Steve

Contact Last Name

Warger

Email

steviewarger@gmail.com

Phone Number

(816) 769-6132

Project Street Address

951 NE Deer Creek Valley Dr.

City

Grain Valley

State

MO

Zip Code

64029

Subdivision

Creekside Village

Zoning District

R-1 Single-Family Residential District

First Name

Dave

Last Name

Smith

Phone Number

(816) 215-8294

Street Address

6603 S. Stillhouse Rd.

City

Oak Grove

State

MO

Zip Code

64075

Please provide a legal description of subject property

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF CREEKSIDE VILLAGE, A SUBDIVISION OF LAND IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING A POINT 20.00 FEET WEST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CREEKSIDE VILLAGE; THENCE N01°18'16"E, A DISTANCE OF 186.50 FEET; THENCE S88°38'47"E, A DISTANCE OF 151.32 FEET; THENCE S01°20'17"W, A DISTANCE OF 31.45 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°39'43"E, A DISTANCE OF 372.36 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NE. CLEAR CREEK ROAD, ALSO BEING A POINT ON THE NORTHERLY LINE OF SAID CREEK SIDE VILLAGE; THENCE S01°22'11"W, ALONG THE WEST RIGHT OF WAY LINE OF SAID NE. CLEAR CREEK ROAD, AND THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF NE. WOLF CREEK ROAD; THENCE S88°39'43"E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID NE. WOLF CREEK ROAD AND THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 21.72 FEET TO THE NORTHWEST CORNER OF LOT 38 OF SAID CREEKSIDE VILLAGE; THENCE S01°22'11"W, ALONG THE WEST LINE OF SAID LOT 38, A DISTANCE OF 90.00 FEET; THENCE N88°39'43"W, ALONG THE NORTHERLY LINE OF SAID CREEKSIDE VILLAGE, A DISTANCE OF 560.21 FEET TO THE POINT OF BEGINNING.

Please upload a copy of the final plat

 2023.5.8 J-22350_FINAL PLAT.pdf

How many lots will be used?

18

What type of project is this?

Final Plat

Please provide a description of the project

Creekside Village

Company Name

RL Buford

Street Address

PO Box 14069

City

Parkville

State

MO

Zip Code

64152

Signature

I understand and agree that as a condition to the issuance of this permit the permittee shall agree to defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all suits, claims, or liabilities caused by or arising out of any use authorized by any such permit. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction and that I make this statement under penalty of perjury.

Lindsay Vogt - 05/08/2023 3:02 pm



Valbridge
PROPERTY ADVISORS

Independent Valuations for a Variable World



May 9, 2023

Dan Miller, P.E.
Civil Design Group Leader
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

**Re: *Proposed Scope and Fee – Appraisal and Acquisition Services
Grain Valley, MO – Buckner Tarsney Trail Project***

Dear Mr. Miller:

Based on the current information provided to us by you, there is a project in the City of Grain Valley that is requiring acquisitions. The proposed project will consist of 8 properties. Our proposed fee schedule included on the following page shows the fee for each assignment based on the number of acquisitions, the anticipated difficulty for each tract, and considering the reports need to be completed in accordance with the Uniform Act. It is difficult to project the format that will be necessary for each tract prior to the valuation process. However, we will use a short form appraisal report for any acquisitions less than \$10,000 in just compensation, and an appropriate standard form reporting format for the acquisitions above this amount. Also included on the following page are the proposed fees for the appraisals and acquisitions.

Derek Shaner MAI will be the primary appraiser. Derek is General Certified by Kansas and Missouri and has been with Valbridge Property Advisors/Shaner Appraisals for eighteen years. This is the type of assignment that Derek specializes in, as he works almost exclusively on unimproved land, condemnation and land development appraisals. Derek has been the primary appraiser in more than half of the Federal appraisal projects that have been completed by the firm.

Allen Skeens works as an independent contractor for our firm. Allen would complete all of the acquisitions for this project. He is a licensed attorney and also holds his residential appraisal license. He has completed several large acquisition projects in Johnson and Jackson Counties in the past three years as well as several small to mid-sized projects for the Cities of Basehor, Olathe, Overland Park and Independence.

If a review appraiser is needed for any of the tracts, Kevin O'Brien, MAI would serve as our review appraiser. Kevin has completed review work for similar projects for many years and would be very familiar with the requirements for this assignment.

The fees for this project would be \$1,350 per tract for the appraisals (a total of \$10,800). If the number of tracts increases, any additional tract will also have a fee of \$1,350 per tract. Allen Skeens would complete all of the acquisitions for this project and the acquisition fee is \$800 per tract (\$6,400). Therefore, the total fee for the acquisitions and appraisals for all 8 tracts is **\$17,200** (excluding any review appraisals that may be necessary).

Thank you for the opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Shaner', written in a cursive style.

Derek Shaner, MAI
Director, Land Valuation
Valbridge Property Advisors

Qualifications of Derek Shaner, MAI
Director – Land Valuation
Valbridge Property Advisors | Shaner Appraisals, Inc.



Independent Valuations for a Variable World

State Certifications

State of Kansas
State of Missouri
State of Arizona

Education

BGS University of Kansas

Contact Details

Valbridge Property Advisors |
Shaner Appraisals, Inc.
10990 Quivira Road, Ste. 100
Overland Park, KS 66210
(O) 913-451-1451
(D) 913-647-4981

www.valbridge.com

dshaner@valbridge.com

Membership/Affiliations:

Member: Appraisal Institute – MAI Designation
Member: The International Right Of Way Association
Member: Kansas City Regional Association of Realtors

Appraisal Institute and Related Courses:

Real Estate Appraisal Principles
Real Estate Appraisal Procedures
Basic Income Approach
Land Valuation
USPAP
Market Analysis and The Site To Do Business
Real Estate Pre-license
Real Estate Post-license
Advanced Income Capitalization
Highest and Best Use
Report Writing and Valuation Analysis
Advanced Sales Comparison and Cost Approaches
Land and Site Valuation
Subdivision Analysis
Advanced Applications
Business Practices and Ethics
Commercial Land Valuation
Introduction to Expert Witness Testimony for Appraisers
Appraiser's Guide to Expert Witnessing
Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

Experience:

Director – Land Valuation

Valbridge Property Advisors | Shaner Appraisals, Inc. (2003-Present)

Real Estate Agent

Coldwell Banker (2002-2003)
Reece Nichols (2018-Present)

Appraisal/valuation and consulting assignments include: estimates of just compensation; acquisition services, office buildings; all types of vacant land; restaurants; business parks; apartments; land leases; subsurface rights; market studies; commercial properties; residential and commercial subdivisions; special use properties; auto dealerships and industrial buildings. Assignments also include: new loans; ad valorem tax issues; estate planning and settlements; acquisitions; eminent domain, highest

and best use studies; proposed construction; financing decisions; rent studies; condemnation and class action lawsuits.

Project Approach/ Procedure – Acquisitions – Allen Skeens

Allen Skeens has worked on both federally funded and municipally funded projects and is familiar with the compliance requirements, laws, rules, and regulation as they relate to the land acquisition process.

Allen Skeens would do all acquisitions. Allen is a licensed attorney and has his residential appraisal license. He has done three large acquisition projects in multiple Counties in Kansas and Missouri in the past few years and several small to mid-sized projects for the City of Olathe, Overland Park, Basehor, and others. Allen worked on the Switzer Road: 159th – 167th project for the City of Overland Park. He worked with our firm on the 91st Street Bike Pedestrian Trail Improvements, and both recent Switzer Road projects. He also did acquisitions for Affinis Corp on Overland Park's community improvement project that was located east of Antioch and south of 87th Street. Allen did approximately 85 acquisitions on this project. The other project was the Grant Street improvement project that Valbridge did for the city. He acquired approximately 60 easements for this project. These are just a few examples of projects Mr. Skeens has worked on with Valbridge Property Advisors.

His general goal regarding acquisition work is to be involved in the process as early as possible. Before he contacts the landowner, he wants to be well informed as to all aspects of the proposed taking, not only as it relates to the specific tract, but also as it relates to the project. Mr. Skeens typically prefers to view the property on site with the project engineer to get a clear understanding of what is to take place and go over the construction drawings. The next step taken is to review the appraisal and become familiar with the comparable data utilized in that process. Lastly, he puts together all the appropriate documentation, including easements, purchase contracts and submits the formal offer letter. He will meet with the landowners as many times as necessary to finalize the agreement.

It is expected that the condemning authority will provide construction drawings, title work, appraisals and all necessary legal documents and exhibits (including individual tract maps and legal descriptions) required to convey the property rights required for the construction project.

The acquisition process is a very delicate situation and needs to be approached carefully. Every landowner has specific issues and needs to be treated as an individual. Mr. Skeen's undergraduate degrees in psychology and sociology, mediation training and the life skills acquired during years of negotiation provide him with necessary experience and tools to accurately assess each situation and determine the approach which will best lead to an amiable settlement. Although he is very careful in what is said as it relates to the area of condemnation, his legal background and experience as an attorney in eminent domain matters provides him a very solid understanding of the practical and legal consequences of each acquisition.

As a representative of your municipality Mr. Skeens would go out of his way to make sure that the entire procedure is made as comfortable as can be for your citizenship. He would let each person know that the City of Grain Valley wants to be a good neighbor to their constituency.

Experience and availability of key personnel

Our firm has 16 full-time real estate appraisers, and analysts, including seven MAI designated members of the Appraisal Institute. Two members of our firm are past presidents of the Kansas City Chapter of the Appraisal Institute.

Experience with similar projects and clients

Valbridge Property Advisors | Kansas City, has been in business in Kansas City for more than 44 years. We have extensive experience appraising all property types, including multifamily, retail, industrial, office, and various special-purpose properties. We have appraised large office complexes, including Corporate Woods, and regional shopping malls such as Leawood Town Center and the Manhattan Mall. Our multifamily assignments include luxury complexes to infill properties without restrictions and income-restricted properties under Section 42 tax credit incentives and HUD Section 8 low-income projects.

The most relevant experience involves our work for acquisitions and condemnation. These assignments include all property types. We regularly work for local, state, and federal agencies. We have appraised transportation and utility corridors involving dozens to hundreds of parcels.

Our experience extends to a variety of clients and users of appraisal services. We have enjoyed a long-standing working relationship with most of the cities in the Kansas City MSA and MoDOT, and KDOT. We hold a similar "on-call" contract with Olathe, Kansas; Iowa City, Iowa; Springfield, Missouri; Raytown, Missouri; and the General Services Administration (GSA).

We allocate all necessary resources to complete awarded projects on a timely basis with quality levels consistently exceeding industry standards and client expectations. Our firm is blessed to be consistently busy, and we attribute that success to our measured and thorough approach to the projects we undertake.

All appraisal services will conform to the Uniform Standards of Professional Appraisal Practice, the Professional Ethics of the Appraisal Institute, MoDOT, FAA, and other applicable agency guidelines. Depending on the property type appraised, different specialists are utilized.

Project approach and work plan

Though at times very complex, the appraisal process involves three basic steps: gather, analyze, report. In the initial stage (gather), all relevant materials and information that may affect value are collected from multiple sources. These may include market participants, public records, and the client. During the second stage (analysis), the information that has been collected is digested, the relevant information is studied, and a careful review of all factors affecting value is completed. A comprehensive appraisal report is assembled in the final stage (reporting). The goal of the appraisal reports is to be clear, concise, and thorough and to make sure it stands up to review and scrutiny. All appraisals are completed under applicable guidelines and regulations.

Typical Response Times

Our firm is committed to making every reasonable deadline, usually within 30 to 45-days from engagement, depending on project size. Factors outside of our control may influence delivery, but consistent communication with the client helps mitigate surprises and ensures the timely delivery. If expedited delivery times are required, we will respond accordingly.

Examples of Previous and Current Work

Our firm has been in business for more than 44 years. We work extensively with many federal agencies, state agencies, and local governments. A partial list of agencies is included below:

- ✚ General Services Administration (GSA)
 - We regularly work with Regions 6 and 7 and have a five-year contract.
- ✚ Federal Aviation Administration (FAA)
 - We have completed airport expansion work in several locations in Kansas and Missouri.
- ✚ Department of Justice (DOJ)
 - We have completed multiple parcel assignments along rail corridors in Kansas and Missouri and farmland in Nebraska.
- ✚ US Postal Service (USPS)
 - We have completed FAR studies and appraisals in four states.
- ✚ Department of Housing and Urban Development (HUD)
- ✚ US Army Corps of Engineers (USACE) and US Marshalls

A partial list of federal projects we have completed are as follows:

- ✚ Broadway Bridge for MoDOT
- ✚ I-49 Realignment, Grandview, MO for MoDOT
- ✚ I-70 Realignment, Topeka, KS for KDOT
- ✚ Airport Ground Lease Appraisal for the Department of Forestry – Oregon
- ✚ Appraisal Review Airport Land for the USACE North Dakota
- ✚ Air Force Base for USACE – Wisconsin
- ✚ Air Force Base for USACE - Nebraska
- ✚ ROW project in Jewell County for KDOT
- ✚ ROW project in Chase County for KDOT
- ✚ SWC College Boulevard and US 69, Overland Park, excess ROW for KDOT
- ✚ K-7 & North 130th Street, Bonner Springs, excess right of way for KDOT
- ✚ 20080 Homestead Land, Edgerton, appraisal review for KDOT
- ✚ Northeast Corner of Kellogg and West Street for KDOT
- ✚ I-235 Interchange, Wichita, Kansas for KDOT
- ✚ South Lawrence Trafficway for KDOT
- ✚ ROW project in Cherokee County, Kansas for KDOT
- ✚ ROW project Wabaunsee County KDOT
- ✚ K-96 / K-14 Improvement project for KDOT
- ✚ City of Grandview, ROW Project
- ✚ City of Belton, MO ROW Project
- ✚ K-7, Santa Fe to Dennis for City of Olathe
- ✚ 151st & Mur-Len for City of Olathe

- ✚ K-68 Highway from Louisburg to Highway 169
- ✚ 95th & I-35 for Lenexa, KS
- ✚ I-235 flyover at 13th Street for Wichita, KS
- ✚ South Broadway improvement at 34th Street for Wichita, KS
- ✚ West Kellogg (US 54) for Wichita, KS
- ✚ I-435 and US 69 to 119th Street (RED Project) for Overland Park, KS

A partial list of city and county projects:

- ✚ Pea Ridge Sewer Expansion, Springfield, MO
- ✚ Horridge Road, Powerline Easements for Evergy
- ✚ Longview Community College Parcel, Lee's Summit, MO
- ✚ Legacy Woods Retrospective Acquisition, Lee's Summit, MO
- ✚ Easement Land, Lee's Summit, MO
- ✚ Vacant Land, SE Johnson Street, Lee's Summit, MO
- ✚ Office Building, Lee's Summit, MO
- ✚ Parking Lot, Lee's Summit, MO
- ✚ Retail Building, Green Street, Lee's Summit, MO
- ✚ Fire Station Land, Lee's Summit, MO
- ✚ Benton Street Project, Iowa City, Iowa
- ✚ Nevada Avenue Sewer Replacement Project, Iowa City, Iowa
- ✚ City of Overland Park 2020 Storm Project
- ✚ City of Overland Park – 2020 167th Street
- ✚ City of Overland Park Major Storm Sewer Repair, Bluejacket and Melrose
- ✚ Grant Street Improvements, 79th -87th, City of Overland Park
- ✚ Switzer Road, 151st to 159th Street, City of Overland Park
- ✚ U.S. 69, 95th to 77th, City of Overland Park
- ✚ Antioch Road, 151st to 167th, City of Overland Park
- ✚ 179th Street, Metcalf to US 69, City of Overland Park
- ✚ 75th & Kessler, Neighborhood Street Reconstruction, City of Overland Park
- ✚ 159th Street, Quivira to Pflumm, 159th Street Improvements, City of Overland Park
- ✚ City of Gardner 191st Street Improvements
- ✚ City of KCMO, Paseo Gateway Improvements
- ✚ City of Lenexa, 95th and Santa Fe
- ✚ City of Lee's Summit, 2nd Street Project
- ✚ City of Olathe, Kansas Highway 7
- ✚ City of Lansing, Lansing Relief Sewers
- ✚ City of Independence Right of Way – Data Book
- ✚ City of Wichita - Kellogg to Harry Road Project
- ✚ 167th Street Improvement Project, Leawood, Kansas

FAST FACTS

Valbridge Property Advisors

- Valbridge is one of the Top 3 national commercial real estate valuation and advisory services firms based on:
 - Total number of MAIs
 - Total number of office locations
 - Total number of staff
- Valbridge covers the U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.

*Independent Valuations
for a Variable World*

In uncertain times, knowing the true value of something is more important than ever, and can be more difficult to discern. But that's our specialty at Valbridge Property Advisors.

Valbridge evaluates commercial property based on objective criteria, in-depth knowledge of local real estate markets and time-tested judgment. We identify and analyze the variables that affect value, often seeing what others don't see.

In our industry, some service providers have an angle. They want clients to buy or sell, or borrow or lend, because their companies get paid for facilitating transactions.

Valbridge is different from the competition.

First, we provide independent valuations and advisory services always in accordance with the highest industry standards.

Every Valbridge office is managed by an appraiser who holds the MAI designation of the Appraisal Institute. The MAI designation signifies deep experience in the valuation and evaluation of commercial, industrial, residential and other types of properties. We have 145 MAIs on staff.

Second, the leading appraisers who manage our offices also own the company. No one is closer to the client and knows the market better!

Clients across the U.S. benefit from our collective strength, with 600 staff in 59 office locations, and our dedication to elevating appraisal industry standards for accuracy, integrity, reporting, technology and data.

Valbridge professionals can't tell the future, but we're trusted by clients to provide independent valuations and powerful insights to help them make the best business and investment decisions.

Valuation and Advisory Services for All Types of Property and Land

- Office
- Industrial
- Retail
- Apartments/multifamily/senior living
- Lodging/hospitality/recreational
- Other special-purpose properties

SPECIALTY SERVICES

- Portfolio valuation
- REO/foreclosure evaluation
- Real estate market and feasibility analysis
- Property and lease comparables, including lease review
- Due diligence
- Property tax assessment and appeal-support services
- Valuations and analysis of property under eminent domain proceedings
- Valuations of property for financial reporting, including goodwill impairment, impairment or disposal of long-lived assets, fair value and leasehold valuations
- Valuation of property for insurance, estate planning and trusteeship, including fractional interest valuation for gifting and IRS purposes
- Cost segregation studies
- Litigation support, including expert witness testimony
- Business and partnership valuation and advisory services, including partial interests





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*Staff
Reports*

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HUMAN RESOURCES

MEMORANDUM

TO: Mayor & Board of Aldermen
FROM: Khalilah Holland, Human Resources Administrator
CC: Ken Murphy, City Administrator
DATE: June 23, 2023
SUBJECT: Human Resources Update

June in Review

- Hosted an (AFLAC) open enrollment follow-up meeting for employees
Assisted MPR with review of instructions for ACH contributions to new HSA accounts
Time and attendance software internal meeting to discuss a vendor and prepare follow-up questions to vendor
Creation of the mid-year performance evaluations
Sick Leave Donation Policy review
City of Grain Valley awarded \$500 gift card for having one of the highest percentage (70%) participation in the MotivateMe health program
Completion of the MPR six-week walking challenge
Confirmed waiver & release of liability with MPR for future employee events
Created Police Department background investigation fillable PDF packet
Workplace Improvement Committee hosted an employee appreciation luncheon

Current Positions Available

Full-Time

Table with 4 columns: Position, Date Open, Applicants, Status. Rows include Police Officer (3), Public Works Maintenance Worker (2), and Police Captain.



HUMAN RESOURCES

Seasonal

Position	Date Open	Applicants	Status
Park Maintenance	03/03/2023	5	Accepting Applications

Part-Time

- None

Promotions

- None

Recently Filled Positions

- Jennifer Murphy, Police Officer started June 12th
- Justin Pereira, Reserve Police Officer started June 15th
- Additional swim instructors

July Anniversaries

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Bobby Ball	PD	18
Jan Selck	CD	16
Steven Thompson	PD	8
Nick Jeffries	PD	1