



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

April 22, 2024

6:30 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

- Valley Community Church

ITEM IV: Pledge of Allegiance

- Alderman Darren Mills

ITEM V: Approval of Agenda

- City Administrator Ken Murphy

ITEM VI: Public Comment

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

ITEM VII: Previous Consent Agenda

- April 10, 2024 – Board of Aldermen Regular Meeting Minutes
- April 22, 2024 – Accounts Payable
- Police Department Property Destruction Certificate

ITEM VIII: Previous Business

- Ordinance 2447 Section 215.370 Peace Disturbance(A)(1)(a)

ITEM IX: Presentations

- None

ITEM X: Resolutions

- None

ITEM XI: Ordinances

ITEM XI (A)

B24-07

1ST & 2ND READ

*Introduced by
Alderman Tom
Cleaver*

**An Ordinance Acknowledging the Certified Results of the General
Election Held in the City of Grain Valley, Missouri on April 2, 2024**

To acknowledge the election results for the April 2, 2024 election

ITEM XII: Proclamations

- Recognition of Service as Alderman Ward I – Dale Arnold

ITEM XIII: Elected Officials Oath of Office

- Mayor: Mike Todd
- Ward I: Kyle Sole
- Ward II: Rick Knox
- Ward III: Ryan Skinner

ITEM XIV: New Business

- None

ITEM XV: Public Hearing

- None

ITEM XVI: Resolutions

ITEM XVI (A) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Make Payment to Vance Brothers, Inc. for Work Performed on Argo Road Within City Limits Under the Jackson County 2024 Pavement Maintenance Program**
R24-29
Introduced by Alderman Rick Knox

To provide surface treatment (scrub seal) and pavement markings on Argo Road that is within city limits

ITEM XVI (B) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Execute an Agreement With Valbridge Property Advisors for Easement Appraisals and Acquisition on Front Street Project**
R24-30
Introduced by Alderman Darren Mills

To provide appraisals and assistance acquiring easements for the Front Street reconstruction project

ITEM XVI (C) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri to Enter Into a Contract With Midwest Pool Management For Lifeguard Services at the Grain Valley Aquatic Center**
R24-31
Introduced by Alderman Ryan Skinner

To approve a contract with Midwest Pool Management for lifeguard services for the upcoming 2024 season

ITEM XVI (D) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Utility Service Company, Inc. to Provide Maintenance for City Owned Water Tanks and Tower**
R24-32
Introduced by Alderman Brian Bray

To maintain safe and clean drinking water by providing maintenance and cleaning for city owned water storage facilities

ITEM XVI (E)
R24-33
*Introduced by
Alderman Tom
Cleaver*

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Four 2024 Dodge Durango SUV's For Use by the Police Department

To provide safe, reliable, and capable transportation as a frontline emergency police response vehicle

ITEM XVI (F)
R24-34
*Introduced by
Alderman Rick
Knox*

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement With the Johnson County Missouri Sheriff's Office for Confinement of Prisoners at the Johnson County Missouri Sheriff's Detention Unit

To provide detention services for persons arrested on municipal, state, felony charges by the Grain Valley Police Department, sentenced to confinement by the Grain Valley Municipal Judge, pending release or bond

ITEM XVII: Ordinances

- None

ITEM XVIII: City Attorney Report

- City Attorney

ITEM XIX: 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 XX: Board of Aldermen Reports & Comments

- Alderman Kyle Sole
- Alderman Brian Bray
- Alderman Tom Cleaver
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Ryan Skinner

ITEM XXI: Mayor Report

- Mayor Mike Todd

ITEM XXII: 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 XXIII: Adjournment

Please Note

The next scheduled meeting of the Board of Aldermen is a Regular Meeting on May 13, 2024 at 6:30 P.M. The meeting will be in the Council Chambers of the Grain Valley City Hall.

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

The City of Grain Valley is interested in effective communication for all persons.

Upon request, the minutes from this meeting can be made available by calling 816.847.6211.

Consent

Agenda

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ITEM I: Call to Order

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on April 8, 2024, at 6:30 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: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
- *Absent:*

-QUORUM PRESENT-

ITEM III: Invocation

- Invocation was by Crossroads Church

ITEM IV: Pledge of Allegiance

- The Pledge of Allegiance was led by Rick Knox

ITEM V: Approval of Agenda

- No Changes

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

- None

ITEM VIII: Consent Agenda

- March 25, 2024 – Board of Aldermen Regular Meeting Minutes
- April 8, 2024 – 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: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 6-0-

ITEM IX: Previous Business

- None

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

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

ITEM X: New Business

- Fireworks Permits
 - Grain Valley Band Parents Association; Mark Chatburn
 - Grain Valley Chamber of Commerce FBO Grain Valley Boy Scouts; Cory Unrein
- City Clerk Logan stated the Grain Valley Band Parents Association had submitted an application and all items are received and in good order for their 2024 Application for a permit to sell fireworks; requested a motion to approve
- *Alderman Arnold made a Motion to Approve Grain Valley Band Parent Association's Application permits to Sell Fireworks*
- *The Motion was Seconded by Alderman Bray*
 - *No discussion*
- *Motion to Approve Grain Valley Band Parent Association's Application for Permit to Sell Fireworks was voted on with the following voice vote:*
 - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay: None*
 - *Abstain: None*

-MOTION APPROVED: 6-0-

- City Clerk Logan stated the *Grain Valley Chamber of Commerce FBO Grain Valley Boy Scouts* submitted an application and all items have been received in good order; requested a motion to approve
- *Alderman Knox made a Motion to Approve Grain Valley Partnership's Application for a permit to Sell Fireworks.*
- *The Motion was Seconded by Alderman Skinner*
 - *No discussion*
- *Motion to Approve the Grain Valley Chamber of Commerce's benefiting the Grain Valley Boy Scout's Application for a permit to Sell Fireworks was voted on with the following voice vote:*
 - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay: None*
 - *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM XI: Presentations

- None

ITEM XII: Public Hearing

- None

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

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

ITEM XIII: Resolutions

Resolution No. R24-26 A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement and Change Order Number 1 With All Pro Asphalt & Maintenance LLC For the 2024 Pavement Maintenance Program

- *Alderman Arnold moved to approve Resolution No. R24-26*
- *The Motion was Seconded by Alderman Skinner*
 - *Mr. Trosen stated 8 bids were received in February from the request for proposal; All Pro Asphalt was the lowest bid. They are submitting a change order for Kirby Road – this would be milled and overlay due to past issues/complaints with this road. Infrastructure Maintenance Services provided an assessment of all road conditions and this will be used in determining a pavement management program; the charts in the packet are showing the road condition when this assessment was done in 2020, the other chart shows where the pavement condition should be upon completion in 2024*
 - *Mayor Todd asked about the 400 block of Greystone – he wanted to know if this can be added to this year as it is in pretty bad condition- Mr. Trosen stated the funds are tight this year and that is why it got moved to 2025 and additional funds would need to be found for it; Mr. Murphy stated potentially the ARPA funds could be utilized; Mayor Todd recommended other board members go and view the condition; Alderman Knox stated he didn't know if it could wait another year; Mr. Murphy stated the cost to fix would be \$30,000*
 - *Alderman Arnold stated money could be moved to take care of it; Mr. Murphy stated the plan was put together and cautions deviating and removing items and replacing with other roads – some roads are chosen to not be more costly to repair if they had to wait*
 - *Mr. Murphy stated to move funds and do a budget adjustment would require an ordinance and a resolution – Mr. Murphy stated when they get into the project this year to see if the actual costs match what was budgeted- sometimes when getting into a project it can cost more if more work required*
 - *Alderman Skinner asked what was in ARPA funds; Mr. Craig stated 1 million unprogrammed*
 - *Mr. Murphy stated mid-year they plan to work with departments for needs*
 - *Alderman Skinner asked for the opportunity to see it (Greystone) before voting on it*
 - *Mr. Trosen stated there is time as the actual work begins in June and there is time for another change order; it is scheduled for 2025 at this time, but it can be reevaluated.*
 - *Alderman Skinner asked if the CIP was for 5 years and asked if the funding changed from what was originally estimated; 1-1.1 million would need to be spent per the study and the amounts spent on this program have significantly increased*

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

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

- *from that time (\$750,000-\$775,000)*
- *Mr. Murphy stated the concrete and asphalt funding is separated and makes the it a little clearer*
- *Alderman Knox asked what was approved in Jan/Feb with Tandem; Mr. Trosen stated that was for last year*
- *Motion to approve Resolution No. R24-26 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R24-26 Approved: 6-0

Resolution No. R24-27 A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement With Quality Custom Concepts, Inc. for the 2024 Concrete Replacement and Paving Program

- *Alderman Bray moved to approve Resolution No. R24-27*
- *The Motion was Seconded by Alderman Mills*
 - *This is the concrete piece replacing curbs, sidewalks and ADA ramps and filling in sidewalk gaps discussed during the budget process*
 - *Alderman Knox asked if curbs and sidewalks; both*
 - *Alderman Knox asked if Oak had been reviewed yet; Waiting to see where we are with funding and at a minimum fill it in, but if funds leftover then it could potentially be added to this year*
- *Motion to approve Resolution No. R24-27 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R24-27 Approved: 6-0

Resolution No. R24-28 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Approve the Midwest Public Risk (MPR) 2024-2025 Plan Elections and Rates for Employee Health, Dental and Vision Benefit Coverage

- *Alderman Cleaver moved to approve Resolution No. R24-28*
- *The Motion was Seconded by Alderman Arnold*
 - *Benefits run from July – June of each year and there is always an estimate in the budget for the 2nd half of every year for benefits. This year is a zero % increase; the IRS changed rules for the High deductible plans from \$1500 to \$1600; there is a proposal to increase from \$1250 to \$2000 for dental benefit as it is a common thing that comes up from employees*

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

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

- *Motion to approve Resolution No. R24-28 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray Cleaver, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R24-28 Approved: 6-0

ITEM XIV: Ordinances

Bill No. B24-06: An Ordinance Amending the Code of the City of Grain Valley Title II. Public Health, Safety and Welfare Chapter 215: Offenses, Article X and Amending Section 215.370 Peace Disturbance (A)(1)(a)

Bill No. B24-06 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Bray moved to accept the first reading of Bill No. B24-06 and bring it back for a second reading by title only*
- *The Motion was Seconded by Alderman Skinner*
 - This has come up a few times and recently with Dollar General construction – this has always been the policy, but there wasn't an actual ordinance backing this up tying hands of law enforcement to help enforce. This is taking what we have been doing in practice and making it an ordinance
 - Alderman Skinner asked if this was for commercial or a homeowner as well; Mr. Murphy stated it is for the larger projects; he asked if commercial construction language could be added to the ordinance; Alderman Skinner clarified if he is having someone pouring concrete at his home that technically that could be in violation
 - Alderman Arnold stated he's hearing roofing construction over the last few months and could potentially put our police officers in the middle of a disturbing the peace
 - Alderman Skinner asked if new home construction and commercial construction could be added
 - Alderman Cleaver clarified if no work on Saturday or only by permit
 - Alderman Arnold stated this is also after 6pm; Mr. Trosen stated this was for those required to obtain permits
 - Mr. Trosen stated there would be communication of any permits granted for after hours work
 - Alderman Skinner stated he sees the spirit of the ordinance; Mr. Trosen stated new construction without existing neighbors, an after-hours permit is likely to be approved
 - Alderman Knox just doesn't want it to cause issues for citizens doing their own work on weekends/evenings
 - Mr. Murphy asked the board if okay moving forward; yes

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

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

- *Motion to accept the first reading of Bill No. **B24-06** bring it back for a second reading at was voted upon with the following voice vote:*
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay: Arnold*
 - *Abstain:*

-Motion Approved 5-1-

- Alderman Arnold motioned to postpone the 2nd reading of bill B24-06 to the next meeting
- Alderman Knox seconded the motion
 - Alderman Skinner doesn't want to postpone as there is an issue with a current construction project that is harming those homeowners around it- he is receiving complaints and now homeowners have not reached out as much and states the city is closed on the weekends and it gives the weekend officers the ability to enforce if an issue
 - Alderman Arnold would like it to be directed more to commercial/new construction and not the DIY homeowners
 - Alderman Knox stated when he pulled a permit, there was no discussion of construction hours and he'd like to add more language and postpone to the next meeting
- *Motion to postpone the 2nd reading of Bill B24-06 was voted on with the following voice vote:*
 - *Aye: Arnold, Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay: Bray, Cleaver, Mills, Skinner*
 - *Abstain:*

-Motion Failed: 2-4-

Bill No. B24-06: An Ordinance Amending the Code of the City of Grain Valley Title II. Public Health, Safety and Welfare Chapter 215: Offenses, Article X and Amending Section 215.370 Peace Disturbance (A)(1)(a)

Bill No. B24-06 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Bray moved to accept the second reading of Bill No. **B24-06** and approve it as ordinance #2447*
- *The Motion was Seconded by Alderman Mills*
 - Mr. Arnold stated this will potentially cause issues for homeowners and unknowing violations
 - Mayor Todd clarified with Mr. Trosen that fences require permits and decks over

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

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

30" and buildings of a certain size; if a deck/building does not meet requirements of needing a permit then they do not fall under construction hours rules

- Alderman Bray clarified if a pool party issue/disturbance – an officer can come out and cite a person under the peace disturbance and without this, there is nothing to stop construction
- Motion to accept the reading of Bill No. **B24-06** and approve it as ordinance #2447 was voted upon with the following roll call vote:
 - *Aye: Bray, Cleaver, Knox, Mills, Skinner*
 - *Nay: Arnold, Knox*
 - *Abstain:*

-Bill No. B24-06 Became Ordinance #2447 4-2 -

ITEM XV: City Attorney Report

- Mr. Sanchez reminded the board of the upcoming City officials training - Friday, April 26th in Independence

ITEM XVI: City Administrator & Staff Reports

- City Administrator Ken Murphy
 - None
- Deputy City Administrator Theresa Osenbaugh
 - None
- Police Chief Ed Turner
 - None
- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - The playground is open and signage needs to be placed; April 20th at 10am is the ribbon cutting and all are welcome to attend and this will be the official opening
- Community Development Director Mark Trosen
 - None
- City Clerk Jamie Logan
 - None

ITEM XVII: Board of Aldermen Reports & Comments

- Alderman Dale Arnold
 - Congratulations to all on their reelections
- Alderman Brian Bray
 - Congratulations to all on their recent elections and also congratulations to Mr. Davies for the park opening and is proud of the Park Board for their efforts

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

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

- Alderman Tom Cleaver
 - None
- Alderman Rick Knox
 - He asked about sidewalks going through driveways when they are broken up; Mr. Murphy stated there is something they found that can potentially help out with that issue
- Alderman Darren Mills
 - None
- Alderman Ryan Skinner
 - Requested an update on the Buckner Tarsney/Duncan intersection; costs are back and are double what was planned in the CIP and funding opportunities are being explored and this will be a project as part of the CIP again (2.4-2.5 million was estimated originally and a little over 5 million is estimated at this time for the designs looked at)
 - Alderman Skinner asked if MODOT would possibly split this cost; grants are being explored and if successful, then they would go to MODOT for 50/50 share
 - Alderman Skinner asked what could our funding mechanisms be – a bond? Yes, it could be a bond.
 - Mr. Trosen stated there is an additional cost of maintaining a streetlight, but the initial construction of either option isn't that different; Mayor shared less land is needed with a round-a-bout
 - Alderman Skinner asked with the addition of the fire department over there if it adds to the need; yes, schools, fire department, etc. are all in support

ITEM XVIII: Mayor Report

- None

ITEM XIX: Executive Session

- None

ITEM XX: Adjournment

- The meeting was adjourned at 7:17 P.M.

Minutes submitted by:

Jamie Logan
City Clerk

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

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

Minutes approved by:

Mike Todd
Mayor

Date

DRAFT

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

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

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	58.02		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	3,073.33		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	431.46		
		HAMPEL OIL INC	CJC FUEL	1,750.58		
			CJC FUEL	476.91		
		AFLAC	AFLAC AFTER TAX	73.73		
			AFLAC CRITICAL CARE	11.88		
			AFLAC PRETAX	309.80		
			AFLAC-W2 DD PRETAX	301.54		
		MIDWEST PUBLIC RISK	DENTAL	189.80		
			COPAY	553.00		
			COPAY	499.10		
			COPAY	129.16		
			QHDHP HSA	567.48		
			QHDHP HSA	1,421.13		
			QHDHP HSA	22.70		
			VISION	48.00		
			VISION	44.18		
			VISION	110.14		
			VISION	14.48		
		HSA BANK	HSA - GRAIN VALLEY, MO	440.21		
			HSA - GRAIN VALLEY, MO	545.40		
		CITY OF GRAIN VALLEY -FLEX	FLEX PLAN	15.00		
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	1,282.35		
			MISSIONSQUARE 457	446.07		
		INTERNAL REVENUE SERVICE	MISSIONSQUARE ROTH IRA	220.46		
			FEDERAL WH	7,779.26		
			SOCIAL SECURITY	5,829.98		
			MEDICARE	<u>1,363.44</u>		
			TOTAL:	28,008.59		
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	414.69
				GENERAL CODE LLC	GENERAL CODE SUPPLEMENT	2,034.00
WESTERN DIVISION MOCCFOA	LOGAN & HOLLAND 2024-25 DU			20.00		
MIDWEST PUBLIC RISK	DENTAL			51.88		
	COPAY			366.84		
	QHDHP HSA			259.73		
HSA BANK	QHDHP HSA			357.57		
	HSA - GRAIN VALLEY, MO			100.26		
CONCENTRA MEDICAL CENTERS	BALL/THOMPSON SCREENINGS			124.00		
	IIAMS SCREENING			62.00		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			190.85		
	MEDICARE			44.62		
THE EMPLOYER'S RESOURCE LLC	HARASSMENT TRAINING			<u>2,000.00</u>		
	TOTAL:			6,026.44		
INFORMATION TECH	GENERAL FUND			NETSTANDARD INC	UPS INSTALLATION	672.75
			UPS INSTALLATION	87.75		
		TYLER TECHNOLOGIES INC	ELECTRONIC TIME CLOCK INTE	265.25		
			PROJECT MANAGEMENT-INSTALL	125.00		
		CIVIC REVIEW INC	CIVIC REVIEW RENEWAL	<u>9,750.00</u>		
			TOTAL:	10,900.75		
BLDG & GRDS	GENERAL FUND	A&A ELECTRICAL INC	Install Verkada Card Read	2,934.00		
			Install Verkada Card Read	915.00		
		AAA DISPOSAL SERVICE INC	50% FACILITIES MAINTENANCE	90.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMCAST - HIERARCY ACCT	CITY HALL	54.01
			CITY HALL	212.90
		ORKIN	APR 2024 MAIN ST SERVICE	89.59
		GENERAL ELEVATOR	APRIL 2024 SERVICE	158.00
		SITEONE LANDSCAPE SUPPLY LLC	HERBICIDE	50.00
		SC REALTY SERVICES	Monthly Janitorial Servic	1,062.27
		SPIRE	33333 - 624 JAMES ROLLO CT	48.35
			41111 - 711 S MAIN ST 70%	83.95
		COMCAST	APR 2024 FIBER	<u>420.03</u>
			TOTAL:	6,118.10
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	621.44
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CREAMER	44.96
			BOWLS/PLATES/PEPPER/PAPER	92.92
		OFFICE DEPOT	CARABINERS/BINDER CLIPS/DV	6.56
		PURCHASE POWER	POSTAGE	2,065.33
		ROTARY CLUB OF BLUE SPRINGS	MURPHY: QUARTERLY DUES	113.00
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	1,202.76
		MIDWEST PUBLIC RISK	DENTAL	24.13
			DENTAL	1.83
			COPAY	24.43
			QHDHP HSA	10.84
			QHDHP HSA	430.31
		HSA BANK	HSA - GRAIN VALLEY, MO	100.54
			HSA - GRAIN VALLEY, MO	2.05
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	325.01
			MEDICARE	76.02
		GREATAMERICA FINANCIAL SERVICES CORP.	50% CH ADMIN	135.85
			50% CH BILLING	<u>135.84</u>
			TOTAL:	5,413.82
LEGAL	GENERAL FUND	MIDWEST PUBLIC RISK	DEDUCTIBLE	1,000.00
		LAUBER & ASSOCIATES MUNICIPAL LAW LLC	MAR 2024 CITY ATTORNEY	<u>2,708.00</u>
			TOTAL:	3,708.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	402.65
		MIDWEST PUBLIC RISK	DENTAL	34.90
			QHDHP HSA	265.15
			QHDHP HSA	348.68
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	194.88
			MEDICARE	<u>45.58</u>
			TOTAL:	1,392.34
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	220.04
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.87
			COPAY	398.00
			QHDHP HSA	13.29
		HSA BANK	HSA - GRAIN VALLEY, MO	2.51
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	170.19
			MEDICARE	<u>39.80</u>
			TOTAL:	862.70
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	221.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDWEST PUBLIC RISK	DENTAL	18.00
			QHDHP HSA	321.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	174.94
			MEDICARE	<u>40.91</u>
			TOTAL:	851.42
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	8,089.15
			MONTHLY CONTRIBUTIONS	1,146.97
		MO POLICE CHIEFS ASSOCIATION	PEREIRA: BASIC SRO TRAININ	475.00
			PALECEK: MEMBERSHIP RENEWA	100.00
		SAMS CLUB/SYNCHRONY BANK	BOWLS/PLATES/PEPPER/PAPER	117.94
			BOWLS/PLATES/PEPPER/PAPER	19.98
		OFFICE DEPOT	CARABINERS/BINDER CLIPS/DV	128.12
			LABELS/ENVELOPES	28.10
		JACOB WISE	WISE: MEALS FOR LEEDA SUP	324.50
		HAMPEL OIL INC	FUEL	1,517.48
			FUEL	290.53
			FUEL	666.63
			FUEL	99.17
		GOODYEAR COMMERCIAL TIRE	NEW TIRE	503.35
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	593.30
			COPAY	2,619.00
			COPAY	1,194.00
			COPAY	1,722.90
			QHDHP HSA	2,121.20
			QHDHP HSA	2,568.00
			QHDHP HSA	4,184.10
		HSA BANK	HSA - GRAIN VALLEY, MO	525.00
			HSA - GRAIN VALLEY, MO	1,000.00
		SPIRE	69627 - 719 NW RD MIZE RD	2,150.49
		APPLIED CONCEPTS INC	LIDAR REPAIR	542.50
		DREW'S DIESEL INC	OIL CHANGE (NON DIESEL)	87.71
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	4,195.98
			MEDICARE	981.31
		GREATAMERICA FINANCIAL SERVICES CORP.	PD END OF HALL	271.69
			PD ADMIN	271.68
			PD FRONT WINDOW	154.66
		EDWARD TURNER	TURNER: MEALS FOR MPC CONF	85.50
		LAUBER & ASSOCIATES MUNICIPAL LAW LLC	MAR 2024 CITY PROSECUTOR	5,904.50
		HEARTLAND TACTICAL OFFICERS ASSOC INC	2024 CONF & VENDOR SHOW	<u>75.00</u>
			TOTAL:	44,935.44
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	24.21
		MIDWEST PUBLIC RISK	COPAY	398.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	43.51
			MEDICARE	<u>10.17</u>
			TOTAL:	475.89
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	965.67
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CREAMER	26.98
			BOWLS/PLATES/PEPPER/PAPER	57.94
		OFFICE DEPOT	CREDIT: BATTERIES	21.18-
		HAMPEL OIL INC	FUEL	104.02
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	1,027.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDWEST PUBLIC RISK	DENTAL	31.43
			DENTAL	45.16
			COPAY	113.72
			QHDHP HSA	881.59
			QHDHP HSA	88.30
		HSA BANK	HSA - GRAIN VALLEY, MO	205.98
			HSA - GRAIN VALLEY, MO	14.38
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	534.60
			MEDICARE	<u>125.03</u>
			TOTAL:	4,200.62
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	25.32
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	549.43
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	58.54
			AFLAC-W2 DD PRETAX	57.21
		MISCELLANEOUS VALLEY HILLS EST. HOA	VALLEY HILLS EST. HOA:	100.00
		MIDWEST PUBLIC RISK	DENTAL	13.54
			COPAY	18.76
			QHDHP HSA	134.70
			QHDHP HSA	39.76
			VISION	8.00
			VISION	17.16
			VISION	2.16
			VISION	0.77
		HSA BANK	HSA - GRAIN VALLEY, MO	211.46
			HSA - GRAIN VALLEY, MO	127.78
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	401.55
			MISSIONSQUARE 457	381.33
			MISSIONSQUARE ROTH IRA	199.24
			MISSIONSQUARE ROTH IRA	77.64
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,511.40
			SOCIAL SECURITY	1,146.00
			MEDICARE	<u>268.01</u>
			TOTAL:	5,448.85
PARK ADMIN	PARK FUND	A&A ELECTRICAL INC	Install Verkada Card Read	305.00
		NETSTANDARD INC	UPS INSTALLATION	112.12
			UPS INSTALLATION	14.63
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	968.16
		AT&T	U-VERSE PARK MAINTENANCE	64.20
		COMCAST - HIERARCY ACCT	CITY HALL	8.12
			CITY HALL	42.15
		HAMPEL OIL INC	FUEL	284.87
			FUEL	120.72
		PENNYS CONCRETE INC	Playground Concrete	970.70
			Playground Concrete	970.70
		HD GRAPHICS & APPAREL	2024 CITY CLOTHING	222.56
		MIDWEST PUBLIC RISK	DENTAL	3.46
			DENTAL	51.94
			COPAY	73.36
			QHDHP HSA	633.80
			QHDHP HSA	61.66
			QHDHP HSA	136.80
		HSA BANK	HSA - GRAIN VALLEY, MO	14.41

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	139.14
		COMCAST	APR 2024 FIBER	70.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	477.79
			MEDICARE	111.73
		AMERICAN ALUMINUM SEATING, INC.	MONKEY MOUNTAIN BLEACHER U	29,590.00
		SIGN CRAFT INC	PLAYGROUND SIGN FABRICATIO	2,080.00
		PLAYCORE WISCONSIN INC	All-Inclusive Playground	445,014.16
			INSTALLATION CHARGES	<u>6,045.00</u>
			TOTAL:	488,587.18
PARKS STAFF	PARK FUND	BLUE SPRINGS RENTALS INC	STRAW BLOWER, TURFMAKER	101.20
		FOSTER BROS WOOD PRODUCTS INC	KIDDIE KUSHION LK	1,885.50
		K C BOBCAT	Bobcat Service/Repairs	3,050.34
			24" STD AUG BIT	40.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	724.08
		OK TIRE STORE	MOWER TIRE REPAIR	14.50
		SITEONE LANDSCAPE SUPPLY LLC	SEED/FERTILIZER/IRRIGATION	327.73
			HERBICIDE	159.47
		FASTENAL COMPANY	CABLE TIES/WDGEXPANCHR	108.14
		WEST CENTRAL ELECTRIC COOP INC	02/28-03/28 BALL PARK COMP	179.87
		HOME DEPOT CREDIT SERVICES	HUSKY TRIPOD SPRINKLER	49.98
			SNOW FENCE/ROPE/DROP CLOTH	264.70
			VIGORO MULCH	253.44
			RETURN VIGORO MULCH	253.44-
			VIGORO MULCH	233.10
			QUIKRETE CONCRETE MIX	16.86
		FRY & ASSOCIATES INC	TRASH RECEPTACLES/CAN LINE	1,902.52
		MENARD, INC	POTHOLE PATCH/TOILET CLENE	160.68
		MIDWEST PUBLIC RISK	DENTAL	54.00
			QHDHP HSA	963.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		SPIRE	00609 - 600 BUCKNER TARSNE	122.89
			33333 - 624 JAMES ROLLO CT	24.19
		KAT WHOLESALE OUTDOOR	Trees for Playground	740.00
			MEMORIAL TREE/PLAYGROUND T	408.00
		WILDLIFE DAMAGE SOLUTIONS LLC	Wildlife Removal Services	500.00
		LAWN & LEISURE	SCREWS/COOL GARD/ULTRA SYN	153.91
			SCREWS/PLUS 50 II OIL	36.21
			SPARK PLUG/AIR FILTER/LINE	141.79
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	362.38
			MEDICARE	84.75
		NEXT GENERATION RECREATION	RUBBER PLATFORM SEAT/HARDW	277.65
		ADVANCED TURF SOLUTIONS, INC	ERNY'S 18-3-6 W/ MICROS/AR	<u>315.00</u>
			TOTAL:	13,627.69
RECREATION	PARK FUND	WALMART/CAPITAL ONE	031124 MINI MUNCHKINS SUPP	94.07
			040824 EQUIPMENT BAGS	79.76
			032124 STORYBOOK TRAIL BOO	28.74
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	9.80
			MEDICARE	<u>2.30</u>
			TOTAL:	214.67
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	COMMUNITY CENTER	65.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	167.32
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	451.84
		PETTY CASH	DOLLAR TREE: BINGO PRIZES	31.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		SAMS CLUB/SYNCHRONY BANK	HERSHEYS/VEGETABLE TRAYS/B	116.70
			PINWHEELS/ICED TEA/CHEESE	385.69
			SUNDRIED TOMATO WRAP PARTY	86.08
			SUNDRIED TOMATO WRAP PARTY	67.90
			CUPS/VEGITABLE TRAY/PLATES	104.13
		COMCAST - HIERARCY ACCT	COMMUNITY CENTER	288.66
		SITEONE LANDSCAPE SUPPLY LLC	HERBICIDE	100.00
		HOME DEPOT CREDIT SERVICES	LAWN FOOD/ROUNDUP/LANDSCAP	116.88
		HD GRAPHICS & APPAREL	FRONT DESK STAFF UNIFORMS	357.00
		MIDWEST PUBLIC RISK	DENTAL	36.00
			QHDHP HSA	642.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		SC REALTY SERVICES	Monthly Janitorial Servic	177.05
		SPIRE	21111 - 713 S MAIN ST	301.44
			22222 - 713 S MAIN ST A	50.12
		MARY ALLGRUNN	03/19-03/28 LINE DANCING	118.35
		LOCAL FIRE PROTECTION	CC KITCHEN HOOD SUPPRESSIO	252.50
		TIFFANI KEY	03/18-03/29 SILVERSNEAKERS	150.00
			03/18-03/29 SILVERSNEAKERS	150.00
		GRAIN VALLEY RENTAL INC	1 DAY RENTAL SNORKEL LIFT	115.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	296.03
			MEDICARE	69.23
		GREATAMERICA FINANCIAL SERVICES CORP.	CC HALLWAY	271.69
			CC FRONT DESK	153.68
			TOTAL:	5,271.54
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	181.53
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	16.09
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	17.24
			COPAY	67.87
			QHDHP HSA	45.08
			QHDHP HSA	81.06
			QHDHP HSA	85.83
			VISION	1.60
			VISION	2.17
			VISION	2.20
			VISION	7.15
		HSA BANK	HSA - GRAIN VALLEY, MO	12.10
			HSA - GRAIN VALLEY, MO	89.38
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	94.08
			MISSIONSQUARE 457	60.00
			MISSIONSQUARE ROTH IRA	53.80
		INTERNAL REVENUE SERVICE	FEDERAL WH	513.33
			SOCIAL SECURITY	363.74
			MEDICARE	85.07
			TOTAL:	1,817.37
TRANSPORTATION	TRANSPORTATION	A&A ELECTRICAL INC	Install Verkada Card Read	305.00
		NETSTANDARD INC	UPS INSTALLATION	67.28
			UPS INSTALLATION	8.77
		SUPERIOR BOWEN ASPHALT CO LLC	SATUROCK PLUS	132.60
			KS SM 12.5A COMM 64-22	396.42
			ASPHALT MATERIALS	1,359.03
			SATUROCK PLUS	131.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FELDMANS FARM & HOME	ANNUAL RYEGRASS	5.77
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	679.51
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	6.10
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CREAMER	7.00
			BOWLS/PLATES/PEPPER/PAPER	22.18
			BOWLS/PLATES/PEPPER/PAPER	12.08
		OFFICE DEPOT	STAMP	1.38
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	15.60
			PW 36084	24.97
			TYER RD	24.97
			PW 59845	37.48
			PW 59845	61.85
		THE VICTOR L PHILLIPS CO	EQUIPMENT MAINTENANCE	188.79
			EQUIPMENT MAINTENANCE	116.19
		OREILLY AUTOMOTIVE INC	WSHR FLD CAP	2.19
			GL-WIPER FLD	1.58
			8OZ WD-40	1.59
			TABLET MOUNT/2PK PAPER	8.79
			CAMOUFLAGE G/1QTMOTOROIL	7.39
			PLIERS	6.38
		ALLIED FENCE & SECURITY OF KANSAS CORP	PW GATE BADGE READER MAINT	33.00
		ORKIN	APR 2024 MAIN ST SERVICE	7.68
			APR 2024 JAMES ROLLO SERVI	18.79
		VANCE BROTHERS INC	ASPHALT MATERIALS	452.15
			ASPHALT MATERIALS	529.32
			ASPHALT MATERIALS	322.50
			ASPHALT MATERIALS	775.29
		HOLLIDAY SAND AND STONE CO.	ROCK MATERIALS	192.06
		HAMPEL OIL INC	FUEL	161.65
			FUEL	48.20
		HOME DEPOT CREDIT SERVICES	MOUNTING TAPE/CLAMP/MILWAU	112.60
			HAND CLEANER/KNEELING PAD/	10.59
			FRAMING HAMMER/BATTERIES	33.19
			GLOVES/KNEELING PAD/CLOTHS	11.89
			2X10-10FT #2 PRIME & BTR P	8.06
		HD GRAPHICS & APPAREL	SAFETY APPAREL	166.60
			2024 CITY CLOTHING	34.01
		MIDWEST PUBLIC RISK	DENTAL	14.26
			DENTAL	66.11
			COPAY	79.60
			COPAY	265.34
			QHDHP HSA	212.11
			QHDHP HSA	254.35
			QHDHP HSA	278.93
			QHDHP HSA	333.96
		HSA BANK	HSA - GRAIN VALLEY, MO	59.44
			HSA - GRAIN VALLEY, MO	114.39
		SC REALTY SERVICES	Monthly Janitorial Servic	106.23
		SPIRE	31111 - 405 JAMES ROLLO 20	84.91
			33333 - 624 JAMES ROLLO CT	48.35
			41111 - 711 S MAIN ST 6%	7.20
			81111 - 618 JAMES ROLLO CT	61.56
		ANDERSON RENTALS & SALES	CONCRETE & MIXING TRAILER	43.00
			CONCRETE & MIXING TRAILER	37.00
		CINTAS CORPORATION # 430	PW UNIFORMS	26.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PW UNIFORMS	26.35
		CRAFCO INC	CRACK SEAL MATERIAL	4,914.00
		DREW'S DIESEL INC	DIAGNOSIS/REMOVE & REPLACE	70.31
		COMCAST	APR 2024 FIBER	42.00
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	363.74
			MEDICARE	85.06
		GREATAMERICA FINANCIAL SERVICES CORP.	20% PW FRONT OFFICE	54.34
		NATIONWIDE TRAILERS, LLC	PJ TRAILER	1,097.00
			PJ TRAILER	<u>60.00</u>
			TOTAL:	15,406.66
PUBLIC HEALTH	PUBLIC HEALTH	GRAIN VALLEY SCHOOL DISTRICT		2,380.00
		SAMS CLUB/SYNCHRONY BANK	SUGAR/CREAMER/PLASTIC CUTL	25.48
		OATS, INC.	OATS TRANSIT	937.90
			OATS TRANSIT	651.16
			OATS TRANSIT	<u>1,307.88</u>
			TOTAL:	5,302.42
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	ROYAL SIGNS & GRAPHICS INC	PD VEHICLE GRAPHICS	<u>626.00</u>
			TOTAL:	626.00
NON-DEPARTMENTAL	ARPA FUND	CRAWFORD, MURPHY & TILLY INC	Water Tower Design	15,720.00
			NE Sewer Interceptor	<u>20,832.50</u>
			TOTAL:	36,552.50
NON-DEPARTMENTAL	2022 GO BONDS	KENNYCO INDUSTRIES	NEW PD SYSTEM	681.95
		HOEFER WELKER LLC	March PD Design Services	<u>16,300.90</u>
			TOTAL:	16,982.85
NON-DEPARTMENTAL	MKTPLACE TIF-PR#2	GILMORE & BELL PC	ARBITRAGE REBATE	<u>3,000.00</u>
			TOTAL:	3,000.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,228.21
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	127.62
			AFLAC-W2 DD PRETAX	52.69
		MIDWEST PUBLIC RISK	DENTAL	97.92
			COPAY	365.91
			QHDHP HSA	379.74
			QHDHP HSA	484.55
			QHDHP HSA	365.02
			VISION	6.40
			VISION	16.49
			VISION	17.50
			VISION	33.60
		HSA BANK	HSA - GRAIN VALLEY, MO	82.81
			HSA - GRAIN VALLEY, MO	537.43
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	624.22
			MISSIONSQUARE 457	397.60
			MISSIONSQUARE ROTH IRA	447.10
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,662.93
			SOCIAL SECURITY	2,465.02
			MEDICARE	<u>576.51</u>
			TOTAL:	12,089.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER	WATER/SEWER FUND	A&A ELECTRICAL INC	Install Verkada Card Read	763.00
		AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	45.00
		NETSTANDARD INC	UPS INSTALLATION	134.55
			UPS INSTALLATION	17.55
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	622.68
			BILL PRINT AND MAIL	91.37
			BILL PRINT AND MAIL	752.18
			BILL PRINT AND MAIL	110.45
			BILL PRINT AND MAIL	620.50
			BILL PRINT AND MAIL	91.10
		CITY OF INDEPENDENCE UTILITIES	13200CCF 02/15-03/19	20,530.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,331.42
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	12.20
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CREAMER	13.99
			BOWLS/PLATES/PEPPER/PAPER	44.34
			BOWLS/PLATES/PEPPER/PAPER	24.17
		VANCO SERVICES LLC	MAR 2024 GATEWAY ES20605	70.33
		OFFICE DEPOT	STAMP	2.77
		COMCAST - HIERARCY ACCT	CITY HALL	11.62
			CITY HALL	51.98
			PW 36084	49.94
			TYER RD	49.94
			PW 59845	74.98
			PW 59845	123.68
		THE VICTOR L PHILLIPS CO	EQUIPMENT MAINTENANCE	377.56
			EQUIPMENT MAINTENANCE	232.41
		OREILLY AUTOMOTIVE INC	WSHR FLD CAP	4.40
			GL-WIPER FLD	3.20
			80Z WD-40	3.20
			TABLET MOUNT/2PK PAPER	17.59
			CAMOUFLAGE G/1QTMOTOROIL	14.79
			PLIERS	12.80
		TRI-COUNTY WATER AUTHORITY	MAR 2024 TRI COUNTY WATER	41,935.32
			MAR 2024 TRI COUNTY WATER	93,786.25
		ALLIED FENCE & SECURITY OF KANSAS CORP	PW GATE BADGE READER MAINT	66.00
		ORKIN	APR 2024 MAIN ST SERVICE	15.36
			APR 2024 JAMES ROLLO SERVI	37.60
		MISSOURI ONE CALL SYSTEM INC	MARCH LOCATES	502.20
		BLUE SPRINGS WINWATER CO	18-G2 3/4-.13 RUB MTR GSKT	120.00
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	130.00
		HOLLIDAY SAND AND STONE CO.	ROCK MATERIALS	384.10
		HAMPEL OIL INC	FUEL	727.43
			FUEL	216.90
		ALLIANCE PUMP & MECHANICAL SERVICE INC	SERVICE CALL	625.00
		HOME DEPOT CREDIT SERVICES	HAND CLEANER/KNEELING PAD/	21.16
			FRAMING HAMMER/BATTERIES	66.39
			GLOVES/KNEELING PAD/CLOTHS	23.77
			2X10-10FT #2 PRIME & BTR P	16.15
		HD GRAPHICS & APPAREL	SAFETY APPAREL	333.20
			2024 CITY CLOTHING	68.02
			2024 CITY CLOTHING	364.78
		MIDWEST PUBLIC RISK	DENTAL	53.35
			DENTAL	188.30
			COPAY	159.20
			COPAY	726.64
			QHDHP HSA	893.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			QHDHP HSA	951.55
			QHDHP HSA	833.71
			QHDHP HSA	710.10
		HSA BANK	HSA - GRAIN VALLEY, MO	222.32
			HSA - GRAIN VALLEY, MO	363.65
		SC REALTY SERVICES	Monthly Janitorial Servic	212.45
		SPIRE	31111 - 405 JAMES ROLLO 40	169.82
			33333 - 624 JAMES ROLLO CT	60.44
			41111 - 711 S MAIN ST 12%	14.39
			81111 - 618 JAMES ROLLO CT	123.11
		ANDERSON RENTALS & SALES	CONCRETE & MIXING TRAILER	86.00
			CONCRETE & MIXING TRAILER	74.00
		CINTAS CORPORATION # 430	PW UNIFORMS	52.68
			PW UNIFORMS	52.68
		DREW'S DIESEL INC	DIAGNOSIS/REMOVE & REPLACE	140.61
		COMCAST	APR 2024 FIBER	84.01
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	100.00
		TYLER TECHNOLOGIES INC	ELECTRONIC TIME CLOCK INTE	132.62
			PROJECT MANAGEMENT-INSTALL	62.50
			UB TRANSACTION FEES	4,485.03
			UB NOTIFICATION CALLS	44.65
		SCHULTE SUPPLY INC	WATER METERS	1,058.00
			WATER METERS	529.00
			METER PARTS	621.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,233.73
			MEDICARE	288.56
		CIVIC REVIEW INC	CIVIC REVIEW RENEWAL	4,875.00
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	108.68
			50% CH COMMUNITY DEV	135.85
			25% CH ADMIN	67.92
			25% CH BILLING	67.92
		NATIONWIDE TRAILERS, LLC	PJ TRAILER	2,194.00
			PJ TRAILER	<u>120.00</u>
			TOTAL:	189,042.42
SEWER	WATER/SEWER FUND	A&A ELECTRICAL INC	Install Verkada Card Read	763.00
		AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	45.00
		NETSTANDARD INC	UPS INSTALLATION	134.55
			UPS INSTALLATION	17.55
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	622.69
			BILL PRINT AND MAIL	91.38
			BILL PRINT AND MAIL	752.18
			BILL PRINT AND MAIL	110.45
			BILL PRINT AND MAIL	620.50
			BILL PRINT AND MAIL	91.11
		FELDMANS FARM & HOME	STRAW BALES	47.94
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,325.86
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	12.20
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CREAMER	13.99
			BOWLS/PLATES/PEPPER/PAPER	44.34
			BOWLS/PLATES/PEPPER/PAPER	24.17
		VANCO SERVICES LLC	MAR 2024 GATEWAY ES20605	70.34
		OFFICE DEPOT	STAMP	2.77
		COMCAST - HIERARCY ACCT	CITY HALL	11.62
			CITY HALL	51.98
			PW 36084	49.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TYER RD	49.94
			PW 59845	74.98
			PW 59845	123.69
		THE VICTOR L PHILLIPS CO	EQUIPMENT MAINTENANCE	377.56
			EQUIPMENT MAINTENANCE	232.41
		OREILLY AUTOMOTIVE INC	WSHR FLD CAP	4.40
			GL-WIPER FLD	3.20
			8OZ WD-40	3.20
			TABLET MOUNT/2PK PAPER	17.59
			CAMOUFLAGE G/1QTMOTOROIL	14.79
			PLIERS	12.80
		ALLIED FENCE & SECURITY OF KANSAS CORP	PW GATE BADGE READER MAINT	66.00
		ORKIN	APR 2024 MAIN ST SERVICE	15.36
			APR 2024 JAMES ROLLO SERVI	37.60
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	130.00
		HOLLIDAY SAND AND STONE CO.	ROCK MATERIALS	384.10
		HAMPEL OIL INC	FUEL	727.43
			FUEL	216.90
		HOME DEPOT CREDIT SERVICES	HAND CLEANER/KNEELING PAD/	21.16
			CLAMPS/HEX BOLTS/FLAT WASH	144.22
			FRAMING HAMMER/BATTERIES	66.39
			GLOVES/KNEELING PAD/CLOTHS	23.77
			2X10-10FT #2 PRIME & BTR P	16.15
		HD GRAPHICS & APPAREL	SAFETY APPAREL	333.20
			2024 CITY CLOTHING	68.02
			2024 CITY CLOTHING	364.78
		MIDWEST PUBLIC RISK	DENTAL	53.37
			DENTAL	187.21
			COPAY	159.20
			COPAY	703.97
			QHDHP HSA	893.45
			QHDHP HSA	951.54
			QHDHP HSA	833.71
			QHDHP HSA	710.09
		HSA BANK	HSA - GRAIN VALLEY, MO	222.31
			HSA - GRAIN VALLEY, MO	363.62
		SC REALTY SERVICES	Monthly Janitorial Servic	212.45
		SPIRE	31111 - 405 JAMES ROLLO 40	169.82
			33333 - 624 JAMES ROLLO CT	60.44
			41111 - 711 S MAIN ST 12%	14.39
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		ANDERSON RENTALS & SALES	CONCRETE & MIXING TRAILER	86.00
			CONCRETE & MIXING TRAILER	74.00
		CINTAS CORPORATION # 430	PW UNIFORMS	52.68
			PW UNIFORMS	52.68
		DREW'S DIESEL INC	DIAGNOSIS/REMOVE & REPLACE	140.61
		COMCAST	APR 2024 FIBER	84.01
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	100.00
		TYLER TECHNOLOGIES INC	ELECTRONIC TIME CLOCK INTE	132.63
			PROJECT MANAGEMENT-INSTALL	62.50
			UB TRANSACTION FEES	4,485.02
			UB NOTIFICATION CALLS	44.65
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,231.31
			MEDICARE	287.96
		CIVIC REVIEW INC	CIVIC REVIEW RENEWAL	4,875.00
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	108.68

<u>DEPARTMENT</u>	<u>FUND</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
			50% CH COMMUNITY DEV	135.85
			25% CH ADMIN	67.92
			25% CH BILLING	67.92
		NATIONWIDE TRAILERS, LLC	PJ TRAILER	2,194.00
			PJ TRAILER	120.00

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	STORYBOOK REALTY	US REFUNDS	50.00
		CLEMONS, BRITTNEY	US REFUNDS	15.54
		BOOTHE, LARRY	US REFUNDS	78.31
		MCKAY, ROLAND JR	US REFUNDS	19.93
		SIMPSON, MARY	US REFUNDS	33.67
		KNEEBONE, THERESA	US REFUNDS	65.54
		HART, EMILY	US REFUNDS	65.54
		HESSEFORT, SHARON	US REFUNDS	39.82
		JOHNSTON, ALEC	US REFUNDS	15.54
		PHILIPSHECK, SHARON	US REFUNDS	33.28
		BROWNING, CAROLYN	US REFUNDS	33.67
		SIMS, TODD	US REFUNDS	51.12
		CACHERO, DAVID	US REFUNDS	33.67
		KYRISH, ANNETTE	US REFUNDS	61.46
		STEVENSON, LACY	US REFUNDS	6.30
		HURD, ANNETTE	US REFUNDS	<u>29.29</u>
			TOTAL:	30,127.98

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

100	GENERAL FUND	112,894.11
200	PARK FUND	513,149.93
210	TRANSPORTATION	17,224.03
230	PUBLIC HEALTH	5,302.42
280	CAPITAL PROJECTS FUND	626.00
285	ARPA FUND	36,552.50
291	2022 GO BONDS	16,982.85
305	MKTPLACE TIF-PR#2 IDA BDS	3,000.00
600	WATER/SEWER FUND	231,259.67

	GRAND TOTAL:	936,991.51

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 3/30/2024 THRU 4/12/2024
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



CITY OF GRAIN VALLEY DESTRUCTION CERTIFICATE

The City of Grain Valley follows the rules set by the Missouri Secretary of State’s Office. The Missouri Secretary of State’s Office oversees document retention in Missouri’s political subdivisions in accordance Missouri Revised Statutes Chapter 109, Section 255. According to the Missouri Records Retention Manual published by that office, certain records need only be retained for limited periods of time, at which point they can be destroyed.

Each City department reviewed the manual and provided the City Clerk’s office with the list of documents below available for destruction per the Missouri Records Retention Manual.

<u>Retention Schedule Number</u>	<u>Type of Document</u>	<u>Quantity/Series</u>	<u>Department</u>
POL 001	Property Destruction / unclaimed seized property from cases – approved for destruction by Circuit Court of Jackson County	09-0146- 22-0129 2009 to 2022	Police Department

Approved via Consent Agenda this _____ day of _____, 2024.

By:

Mike Todd
Mayor

Attest:

Jamie Logan
City Clerk

Staff witnessed the destruction of the above records via _____ on this _____ day of _____, 20____ in accordance with the practice outlined by the Secretary of State’s office above.

This list serves as the permanent record and be attached to the minutes for this regularly scheduled Board of Aldermen meeting.

711 Main Street
Grain Valley, MO 64029
816.847.6211
Cityofgrainvalley.org

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Ordinances

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

MEETING DATE	04/24/2024	
BILL NUMBER	B24-07	
AGENDA TITLE	AN ORDINANCE ACKNOWLEDGING THE CERTIFIED RESULTS OF THE GENERAL ELECTION HELD IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 4, 2023	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Jamie Logan, City Clerk	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To acknowledge the certified election results for the April 2, 2024 election	
BACKGROUND	The Jackson County Election Board presents each municipality with an official certification of the municipal general election. It is required that each municipality involved in an election certify, by vote, the results of said election.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	Notice of Election Filing was published in the Examiner newspaper on November 28, 2023 as well as posted on the City's website and notice board.	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance, Election Ballot, & Election Results	

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B24-07

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE ACKNOWLEDGING THE CERTIFIED RESULTS OF THE GENERAL
ELECTION HELD IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 2, 2024**

WHEREAS, the Clerk of the City of Grain Valley has been officially named the Election Official for the City; and

WHEREAS, a formal Notice of Election Filing was issued by the Election Official and Ordinance #2438 was passed by the Board of Aldermen calling the General Election on April 2, 2024; and

WHEREAS, the Election Authority Certified all election candidates with the Jackson County Board of Election Commissioners on January 18, 2024 and

WHEREAS, the City of Grain Valley held a General Election on April 2, 2024.

NOW THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Grain Valley, Missouri the April 2, 2024 General Election results as follows:

MAYOR

PRECINCT	CANDIDATE	
	<i>Michael Todd</i>	<i>Dale Arnold</i>
SN38	624	499
SN39	449	353
SN40,51		1
SN41	698	337
Absentee	52	25
<i>Total</i>	<i>1823</i>	<i>1215</i>

ALDERMAN: WARD I

PRECINCT	CANDIDATE	
	<i>Kyle Robert Sole</i>	<i>Chuck R Johnston</i>
SN 38	630	486
Absentee	14	17
<i>Total</i>	<i>644</i>	<i>503</i>

ALDERMAN: WARD II

PRECINCT	CANDIDATE	
	<i>Rick Knox</i>	
SN 39	696	
Absentee	22	
<i>Total</i>		718

ALDERMAN: WARD III

PRECINCT	CANDIDATE	
	<i>Ryan Skinner</i>	
SN 40,51	1	
SN41	943	
Absentee	19	
<i>Total</i>		963

SECTION 1: That attached hereto as *Exhibit A* is a full, true and correct copy of the ballot used at said election.

SECTION 2: That attached hereto as *Exhibit B* is a full, true and correct copy of the certification of votes cast at said election received from the Jackson County Board of Election Commissioners, that said certification of votes is the final and last certification of votes for said election, and that said certification of votes constitutes the official returns of the election pursuant to Section 115.507(2) of the Comprehensive Election Act, Revised Statutes of Missouri, as amended.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage.

Read two times and PASSED by the Board of Aldermen this 22nd day of April, 2024, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____
MAYOR	_____		
<i>(in the event of a tie only)</i>			

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan, City Clerk

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NOTICE OF GENERAL ELECTION
TUESDAY, APRIL 2, 2024
GRAIN VALLEY, MISSOURI

Notice is hereby given to the registered qualified voters of the City of Grain Valley, Missouri, that the Board of Aldermen of said City has called a General Election to be held on Tuesday, April 2, 2024. The polls will be open from 6:00 a.m. until 7:00 p.m. The official ballot will be substantially in the following form:

SAMPLE BALLOT
CITY OF GRAIN VALLEY, MISSOURI
GENERAL ELECTION
TUESDAY, APRIL 2, 2024

FOR MAYOR

Michael Todd
Dale Arnold

FOR ALDERMAN: WARD I

Kyle Robert Sole
Chuck R. Johnston

FOR ALDERMAN: WARD II

Rick Knox

FOR ALDERMAN: WARD III

Ryan Skinner

Given under my hand the Official Seal of the City of Grain Valley, Missouri this 18th day of *January*, 2024.

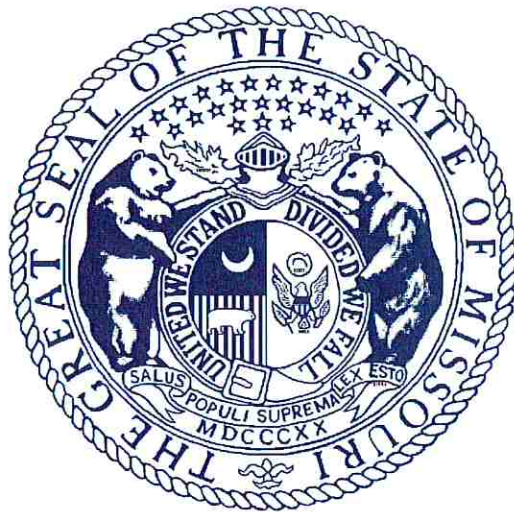




Jamie Logan
City Clerk

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**OFFICIAL
CERTIFICATION
GENERAL MUNICIPAL ELECTION
CITY OF GRAIN VALLEY
STATE OF MISSOURI
County of Jackson**



Tuesday, April 2, 2024

**Jackson County Board of Election Commissioners
215 N. Liberty, P.O. Box 296
Independence, Missouri 64051**

Michael K. Whitehead
Chairman

Henry R. Carner
Secretary

Colleen M. Scott
Member

Lyle K. Querry
Member

Tammy L. Brown
Director

Sara A. Zorich
Director

Voter Turnout
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 2, 2024
 ELECTION DAY
 OFFICIAL

Date: 4/9/2024
 Time: 3:02:31 PM CDT
 Page 1/3

Precincts	Ballots Cast	Registered Voters	% Turnout
B101, 02, 03, 09	657	4159	15.80%
B1 04	224	1058	21.17%
B105, 06, 07, 08, 13, B4 01	531	1888	28.12%
B110, 11, B4 02, 03, 04	774	2814	27.51%
B2 01	445	1884	23.62%
B202, 03, 04	676	3050	22.16%
B205, B6 03, 04, 05	1568	4193	37.40%
B206, 07	479	2204	21.73%
B301	644	2678	24.05%
B3 02	712	2582	27.58%
B303, 04, 05, 06	966	3396	28.45%
B405, 08, 10	470	2174	21.62%
B406, 07, 09	441	1731	25.48%
B411, B5 05	942	2828	33.31%
B5 01, 02	798	3232	24.69%
B5 03	343	1009	33.99%
B5 04	552	1880	29.36%
B6 01	543	2398	22.64%
B6 02	767	2313	33.16%
B701	558	1641	34.00%
B702	715	2279	31.37%
B7 03	750	2218	33.81%
B704, 05	885	2979	29.71%
B801, 02	1687	5081	33.20%
B804	632	1800	35.11%
B805, 06	983	2288	42.96%
BR 01, 02	782	3178	24.61%
BR 03	1006	3342	30.10%
BR 04	854	3326	25.68%
BR 05, 06	496	1708	29.04%
BR 07, 08	398	1242	32.05%
BR09, 10, 11	1094	4009	27.29%
FO02, SN 03, 06	393	953	41.24%
FO03, 04, 05, 09	521	1869	27.88%
FO 06, 10	176	426	41.31%
FO07, 08	628	1585	39.62%
PR 01, SN 01, 02	291	1063	27.38%
PR 02	787	2577	30.54%
PR 03	597	2213	26.98%
PR 05, 06, 43	912	2673	34.12%
PR 07, 08	828	2612	31.70%
PR 09	661	2062	32.06%
PR 10	315	1010	31.19%
PR 11	1065	2846	37.42%
PR13, 14	930	2347	39.63%
PR15, 16, 17, 62	1419	3702	38.33%
PR 18	499	1432	34.85%

Voter Turnout
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 2, 2024
 ELECTION DAY
 OFFICIAL

Date: 4/9/2024
 Time: 3:02:31 PM CDT
 Page 2/3

Precincts	Ballots Cast	Registered Voters	% Turnout
PR 19	887	2425	36.58%
PR 20	533	1362	39.13%
PR 21, 22	922	2287	40.31%
PR23	1179	3444	34.23%
PR 24	1067	3096	34.46%
PR26, 27	1324	3351	39.51%
PR 28	1183	2677	44.19%
PR 29, 32	1316	3274	40.20%
PR30, 31	991	2819	35.15%
PR 33, 34	941	3349	28.10%
PR37, 38	860	2362	36.41%
PR 39	776	2076	37.38%
PR 40, 41, 42	1256	3568	35.20%
PR44	654	1972	33.16%
PR 45, 46	1134	3143	36.08%
PR47, 48	670	1856	36.10%
PR49	680	2013	33.78%
PR 50	528	1708	30.91%
PR51, SN 25	1412	3735	37.80%
PR52, SN 27	437	1390	31.44%
PR53, 54, 55, 57, 59, 60, 63	1019	2756	36.97%
PR56, 64, VB 01, 12	503	1499	33.56%
SN 04	490	1224	40.03%
SN05, 09	1303	3622	35.97%
SN07	193	418	46.17%
SN08	1252	3152	39.72%
SN 10	1027	2854	35.98%
SN11, 15	801	1865	42.95%
SN12, 13, 14, 16, 26	552	2006	27.52%
SN17	854	2487	34.34%
SN19, 23	88	272	32.35%
SN 20	374	1411	26.51%
SN21	615	2033	30.25%
SN22	748	2208	33.88%
SN24	882	2355	37.45%
SN29	790	2749	28.74%
SN 30	678	2471	27.44%
SN31	834	2367	35.23%
SN32, 37	490	1219	40.20%
SN34, 35, 36	316	636	49.69%
SN38	1230	3363	36.57%
SN39	894	2982	29.98%
SN40, 51	665	1621	41.02%
SN41	1173	3238	36.23%
SN43, 44, 46, 53	920	2923	31.47%
SN47, 49, 52	711	2666	26.67%
VB02, 03, 04, 07, 09, 13	829	2088	39.70%

Voter Turnout
JACKSON COUNTY, MISSOURI
GENERAL MUNICIPAL ELECTION
APRIL 2, 2024
ELECTION DAY
OFFICIAL

Date: 4/9/2024
Time: 3:02:31 PM CDT
Page 3/3

Precincts	Ballots Cast	Registered Voters	% Turnout
VB08, 14	230	652	35.28%
VB10, 11, 19	1119	2600	43.04%
VB15, 16, 17, 18	358	949	37.72%
WA01, 02	662	2603	25.43%
WA 03	358	1719	20.83%
WA04, 05	484	2124	22.79%
WA 06	322	1570	20.51%
WA 07, 08	727	2914	24.95%
WA 09	286	1640	17.44%
ABSENTEE	5251	239095	2.20%
Total	82172	239095	34.37%

Statement of Votes Cast
 JACKSON COUNTY, MISSOURI
 GENERAL MUNICIPAL ELECTION
 APRIL 2, 2024
 ELECTION DAY
 OFFICIAL

Date: 4/11/2024
 Time: 2:42:12 PM CDT
 Page 1/4

Turnout		CITY OF GRAIN VALLEY - MAYOR					
Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	MICHAEL TODD	DALE ARNOLD	
Jurisdiction Wide							
SN38							
Normal	1230	36.57%	3303	1123	624	499	
Absentee	-	-	3303	0	0	0	
Provisional	-	-	3303	0	0	0	
SN39							
Normal	894	29.98%	2968	802	449	353	
Absentee	-	-	2968	0	0	0	
Provisional	-	-	2968	0	0	0	
SN40, 51							
Normal	665	41.02%	4	1	0	1	
Absentee	-	-	4	0	0	0	
Provisional	-	-	4	0	0	0	
SN41							
Normal	1173	36.23%	3231	1035	698	337	
Absentee	-	-	3231	0	0	0	
Provisional	-	-	3231	0	0	0	
ABSENTEE							
Normal	2	-	0	0	0	0	
Absentee	5249	-	0	77	52	25	
Provisional	-	-	0	0	0	0	
Total							
Normal	76890	32.16%	9506	2961	1771	1190	
Absentee	5249	2.20%	9506	77	52	25	
Provisional	33	0.01%	9506	0	0	0	
Total	82172	34.37%	9506	3038	1823	1215	
					60.01%	39.99%	

Jurisdiction Wide	GRAIN VALLEY ALDERMAN WARD 3						
	Turnout	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	RYAN SKINNER
SN40, 51							
Normal	1621	665	41.02%	4	1	100.00%	
Absentee	1621	-	-	4	0	0	
Provisional	1621	-	-	4	0	0	
SN41							
Normal	3238	1173	36.23%	3231	943	100.00%	
Absentee	3238	-	-	3231	0	0	
Provisional	3238	-	-	3231	0	0	
ABSENTEE							
Normal	-	2	-	0	0	0	
Absentee	-	5249	-	0	19	100.00%	
Provisional	-	-	-	0	0	0	
Total							
Normal	239095	76880	32.16%	3235	944	100.00%	
Absentee	239095	5249	2.20%	3235	19	100.00%	
Provisional	239095	33	0.01%	3235	0	0	
Total	239095	82172	34.37%	3235	963	100.00%	

MICHAEL K. WHITEHEAD, CHAIRMAN
HENRY R. CARNER, SECRETARY
COLLEEN M. SCOTT, MEMBER
LYLE K. QUERRY, MEMBER
TAMMY L. BROWN, DIRECTOR
SARA A. ZORICH, DIRECTOR



215 NORTH LIBERTY
POST OFFICE BOX 296
INDEPENDENCE, MISSOURI 64051
(816) 325-4600
FAX (816) 325-4609
<https://jcebmo.org>

OFFICIAL CERTIFICATION FOR APRIL 2, 2024
GENERAL MUNICIPAL ELECTION

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

OFFICIAL ELECTION CERTIFICATION

We, the Jackson County Board of Election Commissioners, hereby certify that the foregoing is a true, correct, and complete return of all votes counted in the General Municipal Election for April 2, 2024. IN TESTIMONY THEREOF, we hereunto set our hand and affixed the seal of said Board at its office in Independence, Missouri, this 12th day of April, 2024.

Michael K. Whitehead
Chairman

Henry R. Carner
Secretary

Colleen M. Scott
Member

Lyle K. Querry
Member

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Resolutions

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

MEETING DATE	4/22/2024	
BILL NUMBER	R24-29	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO MAKE PAYMENT TO VANCE BROTHERS, INC. FOR WORK PERFORMED ON ARGO ROAD WITHIN CITY LIMITS UNDER THE JACKSON COUNTY 2024 PAVEMENT MAINTENANCE PROGRAM	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	\$17,581.00
	Budget Line Item:	280-88-79915
	Balance Available	\$23,395.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide surface treatment (scrub seal) and pavement markings on Argo Road that is within the city limits.	
BACKGROUND	In October of 2023, Jackson County Public Works contacted us and asked if we wanted to participate in the resurfacing of Argo Road. The County was going to resurface Argo Road from Independence City limits to Gran Valley City limits (approximately 3 miles). We would be responsible for that section of road, approximately 0.5 miles from the city limits to Dillingham Road. Jackson County has received bids on their 2024 Pavement Maintenance Program. The program includes a scrub seal pavement application and pavement markings. The cost is under the County's Engineer estimate. Vance Brothers, Inc. of Kansas City, Missouri is the lowest and best bid.	

<p>SPECIAL NOTES</p>	<p>The City Purchasing Policy allows cooperative purchasing with a contract established by another governmental entity. Under the Jackson County agreement with Vance Brothers, Inc., Vance Brothers will invoice the city for the road improvements made to Argo Road within the city limits.</p> <p>Scrub seal is an application that is very close to a chip seal treatment where asphalt emulsion and crushed rock are placed on an asphalt pavement surface. The asphalt emulsion is applied to the road surface through a series of brooms placed at different angles. These brooms guide the asphalt emulsion into the pavement distresses to ensure sealing the road. These series of brooms, known as a “scrub broom”, give the treatment its title, “scrub seal”. The scrub seal will extend the road life an additional 5 to 7 years, maybe longer.</p>
<p>ANALYSIS</p>	<p>The Board of Aldermen approved Ordinance 1765 on June 27, 2005 annexing this section of Argo Road with the property south of Argo Road that is owned by GE Trans Systems Global Signaling.</p>
<p>PUBLIC INFORMATION PROCESS</p>	<p>None</p>
<p>BOARD OR COMMISSION RECOMMENDATION</p>	<p>None</p>
<p>DEPARTMENT RECOMMENDATION</p>	<p>Staff Recommends Approval.</p>
<p>REFERENCE DOCUMENTS ATTACHED</p>	<p>Jackson County Invitation to Bid, Bid Tabulation, Bid Summary, Bidder’s Quotation, County Road List for 2024 Program, Certificate of Compliance and Missouri Secretary of State Good Standing verification.</p>

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

April 22, 2024

RESOLUTION NUMBER
R24-29

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO MAKE PAYMENT TO VANCE
BROTHERS, INC. FOR WORK PERFORMED ON ARGO ROAD WITHIN CITY LIMITS
UNDER THE JACKSON COUNTY 2024 PAVEMENT MAINTENANCE PROGRAM**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri are committed to providing its community with safe and reliable infrastructure and improving substandard infrastructure in the most cost-effective manner possible: and

WHEREAS, the Board of Alderman has adopted the 2024 budget that has identified funding for street improvements: and

WHEREAS, The City's Purchasing Policy allows cooperative purchasing with a contract established by another governmental entity. Under the Jackson County, Missouri agreement with Vance Brothers, Inc., Vance Brothers will invoice the city for the road improvements made to Argo Road within the city limits.

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 make payment to Vance Brothers, Inc. for work performed on Argo Road within city limits under the Jackson County 2024 Pavement Maintenance Program.

PASSED and APPROVED, via voice vote, (____ - ____) this ____ Day of ____, 2024.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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**Jackson County, Missouri
Department of Public Works
Engineering Division**

**2024 PAVEMENT MAINTENANCE PROGRAM
SURFACE TREATMENTS
County Project No. 3287 Invitation to Bid No. 24-012**

UNOFFICIAL BID SUMMARY

BID SUBMITTAL DATE AND TIME: March 26, 2024 @ 2:00 PM

NOTE: This is an unofficial bid summary and only reflects the initial reading of the bids received, not the evaluation of such bids.

NO.	Firm	City and State	Amount Bid	% above Low
1	Vance Brothers, Inc.	Kansas City, MO	\$584,595.97	0.00%
2				
3				
4				
5				
Engineers Estimate			\$689,784.00	17.99%

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Bid Tabulation for 2024 Pavement Maintenance Program - Surface Treatments
County Project No. 3287 - Invitation to Bid No. 24-012
Department of Public Works - Engineering Division
Bid Submittal Date: March 26, 2024 at 2:00 PM

This is an unofficial bid tabulation and only reflects the initial reading of the bids received, not the evaluation of such bids.

UNOFFICIAL									
Item	Description	Quantity	Units	Low Bidder			Engineers Estimate		
				Unit Price	Total Price	Vance Brothers, Inc. Kansas City, MO	Unit Price	Total Price	Engineers Estimate
This project is funded and administered by Jackson County, MO.									
1	Scrub Seal	115,180	SY	\$2.29	\$263,762.20	\$2.75	\$316,745.00		
2	Fog Seal	61,203	SY	\$1.26	\$77,115.78	\$1.40	\$85,684.20		
3	Crack Seal	33,217	Lbs	\$5.02	\$166,749.34	\$4.90	\$162,763.30		
4	4" Solid White Edge Lines (Paint)	113,220	LF	\$0.35	\$39,627.00	\$0.50	\$56,610.00		
5	4" Double Solid Yellow Centerline (Paint)	38,926	LF	\$0.35	\$13,624.10	\$1.00	\$38,926.00		
6	4" Dashed and 4" Solid Yellow Centerline (Paint)	5,437	LF	\$0.35	\$1,902.95	\$1.00	\$5,437.00		
7	4" Dashed Yellow Centerline (Paint)	11,471	LF	\$0.35	\$4,014.85	\$0.50	\$5,735.50		
8	6" Dotted White Edge Line (Paint)	125	LF	\$0.55	\$68.75	\$0.70	\$87.50		
9	24" White Stop Bar (Paint)	43	LF	\$17.00	\$731.00	\$18.50	\$795.50		
10	Force Account	1	FA	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00		
Total Bid for Project =					\$584,595.97		\$689,784.00		

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BID FORM

Jackson County, Missouri
 Public Works Department - Engineering Division
 Invitation to Bid No. 24-012
2024 PAVEMENT MANAGEMENT PROGRAM
SURFACE TREATMENTS
 County Project No. 3287

Item	Description	Quantity	Units	Unit Price	Total Price
1	Scrub Seal	115,180	SY	\$2.29	\$263,762.20
2	Fog Seal	61,203	SY	\$1.26	\$77,115.78
3	Crack Seal	33,217	Lbs.	\$5.02	\$166,749.34
4	4" Solid White Lane Line (Paint)	113,220	LF	\$0.35	\$39,627.00
5	4" Double Solid Yellow Centerline (Paint)	38,926	LF	\$0.35	\$13,624.10
6	4" Dashed and 4" Solid Yellow Centerline (Paint)	5,437	LF	\$0.35	\$1,902.95
7	4" Dashed Yellow Centerline (Paint)	11,471	LF	\$0.35	\$4,014.85
8	6" Dotted White Edge Line (Paint)	125	LF	\$0.55	\$68.75
9	24" White Stop Bar (Paint)	43	LF	\$17.00	\$731.00
10	Force Account	1	FA	\$17,000.00	\$17,000.00
Total Bid for Project =					\$584,595.97

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1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids from qualified contractors for the **2024 Pavement Maintenance Program – Surface Treatments** for the Jackson County, Missouri Public Works Department.
- 1.2 This is Jackson County, Missouri Invitation to Bid No. 24-012. Response Deadline is 2:00 PM on March 26, 2024.
- 1.3 Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com>. Bids submitted by any other method will not be accepted.
- 1.4 Point of Contact: The Point of Contact for this Invitation to Bid is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.5 Project Location: Please see Appendix C of this Invitation to Bid.
- 1.6 Project Number: This is Jackson County, Missouri Public Works Project Number 3287.
- 1.7 Project Completion: The project **MUST BE COMPLETED BY SEPTEMBER 30, 2024.**
- 1.8 Construction Management: This project will be inspected and managed by the Jackson County Public Works Department – Engineering Division.
- 1.9 Construction Phase Contacts: Contacts for the Public Works Department – Engineering Division will be furnished upon award of the project.

2.0 QUESTION PROCEDURE

- 2.1 All Questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid.
- 2.2 All Questions must be received on the Bonfire Portal by 5:00 PM, CST on March 19, 2024.
- 2.3 All Questions will be answered in the form of Addenda to the Invitation to Bid on the Bonfire Portal.
- 2.4 Bonfire will notify bidders of Addenda if they have obtained the Invitation to Bid through Bonfire.
- 2.5 Bidders and their agents (including subcontractors, associates, consultants, or their agents **may not contact any other County associate, staff or elected official** regarding the matters covered by this Invitation to Bid during the solicitation and evaluation of bids.
- 2.6 Inappropriate contacts are grounds for **REJECTION OF YOUR BID.**

3.0 BIDDING REQUIREMENTS

- 3.1 Bid Bond Required:

- 3.1.1 A Bid Bond in the amount of five percent (5%) of the total bid amount must be turned in to the Purchasing Department, Jackson County Courthouse, 415 East 12th Street, Ground Floor, Room G-1, Kansas City, Missouri 64106 before the Response Deadline for this Invitation to Bid.
- 3.1.2 Bid Surety can be in the form of a Cashier's Check drawn on an acceptable bank, or a Bid Bond by a Surety Company acceptable to the Jackson County, Missouri Purchasing Department, authorized to do business in the State of Missouri and listed on the Federal Register.
- 3.1.3 Failure to provide a Bid Bond on or before the Response Deadline of this Invitation to Bid will lead to the **REJECTION OF YOUR BID.**

4.0 AWARD REQUIREMENTS

- 4.1 Certificate of Insurance: The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the Purchasing General Conditions and Exhibit A of the Purchasing Information and Forms included herein, within ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.2 Performance and Payment Bond Required: The Successful Bidder will be required to submit to the Purchasing Department a Performance and Payment Bond in the amount of 100% of the contract award within ten business days after Notification of Award. The bond must be in a form acceptable to the Director of Finance and Purchasing and executed by a Surety Company registered to do business in the State of Missouri and listed on the Federal Register. Bonds must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.3 Maintenance Bond Required: The Successful Bidder shall be required to submit a Maintenance Bond on the completed work being for a **One-Year Maintenance Period.** The bond must be in a form acceptable to the Director of Finance and Purchasing executed by a Surety Company authorized to do business in the State of Missouri and listed on the Federal Register. The Bond must be received by the Public Works Department at the final acceptance of the work.
- 4.4 Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon request of the Successful Respondent, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Bidder and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment.** Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 4.5 Compliance with Chapter 6: The Jackson County Code for Minority, Women and Veteran Business Utilization will be required on this Invitation to Bid. The Contractor's Utilization Plan, included with Purchasing Forms as attachments herein, must be completed prior to Award. **If Goals are set by Compliance, they are required, not suggested. Failure to comply will result in the REJECTION OF YOUR BID.**

- 4.6** Compliance with State Wage Determination: Compliance with Prevailing Hourly Rate of Wages is required on any resulting contract pursuant Section 290.262 RSMo 1984 Division of Labor Standards, State of Missouri.

5.0 PURCHASING INFORMATION AND FORMS:

5.1 Purchasing Information:

- General Terms and Conditions
- Certificate of Compliance Notice
- Insurance Requirements
- State of Missouri Wage Determination

5.2 Purchasing Forms to be downloaded, filled out and submitted with your bid:

- Affidavit
- Acknowledgement of Addenda Exceptions
- Contractor's Utilization Plan
- Exception Page

6.0 PUBLIC WORKS INFORMATION AND FORMS:

- 6.1 Proposed Work:** Over 115,000 square yards of scrub seal, over 61,000 square yards of fog seal, over 33,000 pounds of crack seal, and associated pavement markings. See the bid form for exact quantities and bid items.
- 6.2 Bid Quantities:** The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
- 6.3 Local Conditions Affecting Work:** Each Bidder shall visit the site of the work and shall completely inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of bid. There will be no subsequent financial adjustment for lack of such information.
- 6.4 Equipment Questionnaire:** The Bidder will need to provide this document to the County to demonstrate that they have the necessary equipment to complete the proposed work tasks.
- 6.5 List of Contracts On Hand:** The Bidder will need to provide this document to the County to show the current work load. The purpose is to show that they are not over committed to other projects and will be able to devote the necessary time to complete the proposed work tasks.
- 6.6 Liquidated Damages:** The Successful Bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Special Conditions SC-48 herein.
- 6.7 OSHA Ten Hour Training Requirement:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and

Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO. Copies of their certifications shall be provided to the County's Compliance Review Office and the Engineering Division of the County's Public Works Department.

- 6.8 Performance and Payment Bond:** The County has provided a bond form for the successful Bidder to use. This document will need to be executed along with the other contract documents. The amount to be bonded shall be the full amount indicated in the Contract Agreement.
- 6.9 Maintenance Bond:** The County has provided a bond form for the Contractor to provide when the project is complete. The bond amount will be the final payment cost. This number shall reflect any and all change orders that affect the contract amount.
- 6.10 Bid Evaluation:** The County will determine the best total point bid. Price will not be the only consideration in the selection process. The County shall let the contract to the best total points Bidder, however, the County may reject any or all bids, including without limitation all non-conforming, non-responsive, unbalanced, or conditional bids, and may reject the bid of any bidder if the County believes that it would be in the best interest of the County to contract with that bidder. The County reserves the right to waive any irregularities and/or formalities as deemed appropriate. The bid evaluation will be weighted as follows:

Subcontractors Submitted with Bid	20 points maximum
List of Contracts On Hand.....	10 points maximum
Equipment Availability.....	10 points maximum
Price Submittal.....	60 points maximum
TOTAL BID	100 points maximum

- a. Subcontractors Submitted with Bid: The reviewer will score the subcontractors submitted with the bid. Did the Contractor comply with the minority requirements established for this project?
- b. List of Contracts On Hand: Does the Contractor have the availability to complete the Project based on the current work under contract and schedule to complete those jobs?
- c. Equipment Availability: Does the Contractor have enough equipment to properly complete the Work?
- d. Price Submittal: The scored points will be prorated based on the apparent low bid. For example, the low bidder submits a bid of \$100,000 and the second lowest bidder submits a bid of \$120,000. The low bidder will receive the full 60 points. The second lowest bidder will receive 50 points based on low bid divided by the 2nd low bid times

the total points available ($(\$100,000 \div \$120,000) \times 60$ points = 50 points).

6.11 Public Works Forms to be downloaded, filled out, and submitted with your bid:

- Equipment Questionnaire
- List of Contracts On Hand
- List of Intended Subcontractors

6.12 Project Award: This project will be awarded to the lowest, responsive, responsible Bidder.

GENERAL CONDITIONS

GC-1 SCOPE

The contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this Contract, and which are not applicable thereto. Any requirement, provision, or other stipulation of these General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, shall have no meaning in the Contract.

GC-2 CONTRACT DOCUMENTS

It is understood and agreed that the Advertisement, Instruction to Bidders, Bid, Bond Form(s), Contract Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Addenda thereto, and duly authorized change orders, together with any and all supplementary drawings furnished by the Engineer as and when required to make clear, and to define in greater detail, the intent of the Plans and Technical Specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the Owner or Engineer), and instructions furnished by the manufacturers of equipment for the installation thereof are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

GC-3 DEFINITIONS

Any word, phrase, or other expression defined in this paragraph GC-3 and used in these Contract Documents shall have the meaning herein given:

- a. "Contract" or "Contract Documents" shall include all of the documents and drawings enumerated above in paragraph GC-2.
- b. "Owner" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the Contract Agreement hereto attached and for whom the work covered by this Contract is to be performed, acting through its duly authorized officers or agents."
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the Contract Agreement as the "Party of the Second Part" and who has entered this Contract for the performance of the work covered thereby, and their duly authorized agents and other legal representatives.
- d. "Engineer" or "A-E" shall mean the Director of the Jackson County Public Works Department, or their authorized agent.
- e. "Inspector" shall mean the engineering, technical inspector, or inspectors duly authorized by the Owner or Engineer, limited in each case to the particular duties entrusted to them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the Contract Agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the Contract Plans" shall mean and include all:
 1. Drawings caused by the Owner to be prepared as a basis for bids.
 2. All drawings submitted by the successful bidder with their bids and by the Contractor to the Owner, when and as approved by the Engineer and
 3. All drawings submitted by the Owner or Engineer to the Contractor during the progress of the work as provided for herein.
- j. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the Owner and Engineer is intended.
- k. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly,"

"satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

Whenever any statement is made in the Contract Documents concerning the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding agreement of the parties executing the Contract Agreement of which these general conditions are a part.

GC-4 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

GC-5 TITLES AND SUBHEADINGS

The titles or subheadings used in this Contract and on the Plans and drawings and in the technical specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

GC-6 COPIES OF CONTRACT

Five (5) copies of the Contractor's Bid as submitted, Bond Form(s), a Statutory Bond where required, and the Contract Agreement shall be prepared. Five (5) of these copies, each containing the Bond (or Bonds) properly executed and the Contract Agreement signed by the Contractor, shall be submitted to and signed by the Owner; two (2) of the copies so signed shall be delivered to the Contractor-one (1) for their surety company and one (1) to the Engineer. Two (2) copies shall remain with the Owner.

GC-7 SCOPE, NATURE, AND INTENT OF TECHNICAL SPECIFICATIONS AND PLANS

The said Technical Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of technical specifications and plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer. Should anything be omitted from the technical specifications and plans which is necessary to clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Technical Specifications and Plans. The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirement will be paid for as extra work as provided for herein.

GC-8 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to them by the Engineer and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in the layout as given by stakes, points, or instructions, which they may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

GC-10 DRAWINGS TO BE FURNISHED BY CONTRACTOR

The Contractor shall check and verify all field measurements and shall furnish/ all shop, fabrication, assembly, and other drawings required by the technical specifications; drawings of equipment and devices, offered by the Contractor for approval of the Engineer, in sufficient detail to adequately show the construction and operation thereof; drawings showing essential details of any changes in design of construction proposed, for consideration of the Owner, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer for their check and approval, together with the same number of copies of each drawing required by the Engineer to be revised. On final approval, the Engineer shall be furnished with a total of not less than two (2) copies, and more when required, of each drawing as finally approved; such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer, all such drawings shall become a part of the Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless required by the Owner. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the Plans and technical specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material Or equipment shown nor shall such relieve the Contractor of their responsibility for errors contained in such drawings.

GC-11 APPROVED EQUAL

If the Contractor desires to substitute materials, appliances, equipment, etc., specified in the technical specifications, the Contractor shall request, in writing, an approval from the Engineer. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer of written approval thereof. If the Engineer is not familiar with the products for which the Contractor desires approval as an equal, they will reserve the right to have the products submitted to an independent testing laboratory of their choosing, to determine if the substitute product is an equal. The costs of such tests shall be borne by the Contractor or the parties offering the product as an approved equal.

GC-12 OWNERSHIP OF DRAWINGS

All drawings, technical specifications and copies thereof furnished by the Engineer are their property. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to them on request, at the completion of the work.

GC-13 SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in their own work or in that of any other Contractor, all samples as directed by the Engineer. The Engineer shall check and approve such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information

given in the Contract Documents. The work shall be in accordance with approved samples.

GC-14 CONTRACTOR TO FURNISH STAKES AND HELP

When the documents or technical specifications require that the Engineer perform staking, the Contractor shall furnish without charge, competent personnel from their force and such tools, stakes, and other materials as the Engineer may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work the Contractor shall perform all work necessary to locate all construction on the site for building projects. A registered land surveyor employed by the Contractor shall locate the building corners.

GC-15 LINES AND GRADES

All work done under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which they wish to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and of delay to the Contractor. This paragraph applies to projects for which the Engineer is to make staking surveys and payment is on a unit price basis.

GC-16 WORK DONE WITHOUT LINES OR GRADES

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

GC-17 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same will be charged with the resulting expense of replacement. The Contractor shall have no claim for damages or extension of time due to such destruction. In case of any permanent monuments, bench marks, section corner and quarter-section corner monuments which must be removed or disturbed during construction, the Contractor shall carefully protect and preserve the same until they have properly referenced for relocation and replacement. The Contractor shall furnish, at their own expenses, a duly qualified and Missouri licensed land surveyor to reference and reestablish, after completion of construction, with permanent markers as is normally used in these locations. The Contractor shall also furnish a certificate sealed by the land surveyor with a statement that the monument recovered was reset in the same location prior to final acceptance of the project by the Owner.

GC-18 LEGAL ADDRESS OF CONTRACTOR

Both the business address of the Contractor given in the bid upon which this Contract is founded, and the Contractor's office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the post office of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of a representative authorized to

receive drawings, instructions, or other communications or articles from the Owner or the Owner's agents; and any such communications given to the said representative, or delivered at the Contractor's office at the site of the work in their absence, shall be deemed to have been given to the Contractor.

GC-20 RESPONSIBILITY OF CONTRACTOR

The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. They shall cover and protect their work from damage, and all injury to the same (before the completion and acceptance of this contract) shall be made good by them. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of themselves or their subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided, or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

GC-21 PATENTS

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and they shall be liable for any damage or claims for patent infringements. The Contractor shall at their own cost and expense defend any and all suits or proceeding that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the owner in the design of the work to be done under this Contract or by the Technical Specifications therefor.

GC-22 INDEPENDENT CONTRACTOR

The right of general inspection of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent Contractor in respect to the work.

GC-23 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and employees who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or employees. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the owner at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the employees of the Owner, in regard to their work shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with

that of another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer to the Contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

GC-24 DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or their subcontractors, or their or their employees or agents, the Contractor shall indemnify and save harmless the Owner, and officers and agents of the Owner, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

GC-25 METHODS OF OPERATION

The Contractor shall give to the Engineer full information in advance as to their Plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, they may order the Contractor to increase or improve their facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from their obligations to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods. The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the Owner, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer has no objection to the Contractor's use or adoption, at their risk and responsibility, of the plan or method so proposed by the Contractor.

GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT THEIR OWN RISK

Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefor.

GC-27 AUTHORITY AND DUTY OF THE ENGINEER

It is mutually agreed by and between the parties to this Contract, that the Engineer shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this Contract; that they shall determine all questions in relation to said work and the construction thereof; that they shall in all cases decide every question which may arise relative to the execution of this Contract on the part of said Contractor; that their decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any directions which, in the opinion of the Contractor, is not in accordance with the meaning and

intent of this Contract, the Contractor may file with the Engineer within thirty (30) days, their written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer as rendered shall be promptly carried out.

GC-28 INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer) such engineers and inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and technical specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the inspectors, for the proper inspection and examination of the work and all parts thereof. The Contractor shall regard and obey the directions and instructions of the Engineer, or any inspector so appointed, when the same are consistent with the obligations of this Contract and the Technical Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate engineer or inspector the Contractor may make written appeal to the Engineer for their decision. Engineers, inspectors, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the Owner so decides, to annul the Contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and technical specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. The Engineer does not assume any responsibility for work or action of the Contractor.

If work on any project is subject to the approval of the Federal Highway Administration, representatives of the Missouri Highways and Transportation Commission and the Federal Highway Administration shall have access to the project for the purpose of inspecting and reviewing work being performed by any contractor or subcontractor on the project. Contractors and subcontractors shall maintain books, account, ledgers, invoices, drafts, documents, pages, and other business records pertaining to the performance of this project and shall require that such materials be available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for three years from date of final FHWA voucher acceptance under the Contract, for inspection by authorized representatives of the Commission and/or the Federal Highway Administration.

GC-29 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or any of the owner's officials, employees, or agents, nor any order by the owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

GC-30 SUPERINTENDENCE OF WORK

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendent of all operations for and in connection with the work being performed under this Contract, either personal or by a duly authorized superintendent or other representative. The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the

work, or notices in connection therewith.

GC-31 ORDERS TO CONTRACTOR'S AGENT

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer or their representative, to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

GC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of personnel or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of themselves or their employees. The Contractor shall indemnify, defend, and save harmless the Owner against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the Plans or not.

GC-33 MODIFICATIONS AND ALTERATIONS

In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the Contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the Contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer shall determine, on an equitable basis, the amount of:

- a. Credit due the Owner for Contract work not performed, as a result of modifications or alterations authorized hereunder, where the value of the omitted work is not fixed by unit prices in the Contract.
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the work as originally planned but which could not be used in any part of the work as actually built.
- c. Any other adjustment of the contract amount where the method to be used in making such

adjustment is not clearly defined in the Contract Documents. All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under the authority of the Owner or by the Owner directly.

GC-34 EXTRA WORK

The term "extra work" as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alterations in, or addition to, the work shown by the Plans, or required or reasonably implied by the technical specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations" herein. It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner. When such extra work is ordered, it shall be paid for either by a lump sum or by unit prices mutually agreed upon by the Owner and Contractor in writing, or if such agreement cannot be made, on a force account basis, to be compensated in the following manner:

- a. Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foreman are actually engaged in such work.

The Contractor shall receive the actual costs paid to, or in behalf of, employees by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to twenty percent (20%) of the sum of the above items will also be paid the Contractor.

- b. Bond Insurance and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.
- c. Materials. For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by them (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- d. Equipment. For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum fifteen percent (15%) will be added.
- e. Miscellaneous. No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
- f. Compensation. The Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis.
- g. Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

1. Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
3. Quantities of materials, prices, and extensions.
4. Transportation of materials.
5. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
6. Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from their stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer and no bills or charges for "Extra Work" will be allowed except for that ordered in writing before its execution.

GC-35 PROVISION FOR EMERGENCIES

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate. The cost and expense of such work and materials so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due (or to become due) the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

GC-36 ASSIGNMENT AND SUBLETTING OF CONTRACT

Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of their Contract to any individual firm or corporation without written consent of the Owner. This consent of the Owner, will not be given unless, and until, the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the Engineer. The subcontract shall bind the subcontractor to comply with all requirements of this Contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Contract may be made only upon written consent of the Owner. The Contractor's own forces and equipment shall perform not less than fifty percent (50%) of the contract work.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of their liabilities under their contract.

The Contractor shall give their personal attention of any portion of their contract, which has

been sublet, and they shall be responsible for its proper construction.

The prime Contractor, as a condition of this Contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

GC-37 RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by them otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of their assets be made for the benefit of their creditors, or if a receiver should be appointed for the Contractor or any of their property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the technical specifications therefore, or that they are executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and their surety of said Owner's intention to terminate this Contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by Contract or otherwise, for the account of the Contractor. The Contractor and their surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion including compensation for additional engineering, managerial, and administrative expense; and in such event the Owner may take possession of, and utilize in completing the Work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

GC-38 SUSPENSION OF WORK ON NOTICE

The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever they shall be required by verbal order of the Owner or Engineer at the moment it is issued. Said verbal order will be confirmed by written order at the request of the Contractor which shall note the time the verbal order was issued. The Contractor shall delay or suspend the progress for such periods of time as required to comply with directions issued by Owner or Engineer, provided that, in the event such delay or suspension of the progress of the Work, or any part thereof, the time for completion of the Work so suspended or delayed by such suspensions shall be extended for a period equivalent to the time lost; however, such order of the Owner or Engineer shall not otherwise modify or invalidate any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

GC-39 LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at their own cost and expense.

GC-40 LAWS AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current regulations of the Owner and County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. They shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-41 SANITARY REGULATIONS

In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all their employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

GC-42 CHARACTER OF EMPLOYEES

The Contractor shall employ only workers, who are competent to perform the work assigned to them and (in the case of skilled labor), who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available. Whenever the Engineer shall notify the Contractor that any worker on the jobsite is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the jobsite to any person representing the Owner, such worker shall be immediately discharged from the project and shall not be reemploy thereon except with the consent of the Engineer.

GC-43 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 6:00 P.M. to 8:00 A.M., nor on Saturdays, Sundays, or legal holidays, without the written approval or permission of the Engineer in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or equipment, or in the case of an emergency. The Contractor may establish night work as a regular procedure, with the written permission of the Engineer. The Engineer, however, may revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

GC-44 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine their operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

GC-45 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer with a tentative schedule setting forth in detail the procedure they propose to follow, and giving the dates on which they expect to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

GC-46 HINDRANCES AND DELAYS

In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, they have taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. The Contractor shall make no charge for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this Contract, except as provided in "GC-39 Suspension of Work on Notice".

GC-47 EXTENSION OF TIME

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the Owner or Engineer, or of any employee of either, or by any other Contractor employed by the Owner, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the Owner provided, however, that the Contractor shall give the Owner, and the Engineer, within ten (10) consecutive days from the start of such delay, notice in writing of the cause of delay in each case. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed.

GC-48 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefor in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in Special Conditions, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this Contract at the time stipulated herein and provided for.

GC-49 TESTS OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said owner.

GC-50 TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer by and at the expense of the Contractor, whom shall repair at their own expense all damage resulting from the testing.

GC-51 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-52 PLACING WORK IN SERVICE

If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a year thereafter as stipulated in paragraph GC 55.

GC-53 DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in a first-class condition.

GC-54 DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of one (1) year from and after the date the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-55 EQUIPMENT GUARANTY

The Contractor is not required to provide a guaranty or warranty on any equipment installed.

GC-56 CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract, or any alterations or modifications thereof, and shall furnish the owner with satisfactory evidence, when called for by it, and that all persons, firms, or corporations, who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient, within

the discretion of the Owner, to meet the claims of the persons, firms and corporations, aforesaid, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this Contract, shall be retained until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

GC-57 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

The Performance and Payment, and Maintenance bonds shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverages purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.

- a. For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of Contract Documents and herein defined;
- b. For payment of all just claims for labor performed and material furnished; and
- c. For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement is required because of defective workmanship or materials, or both, and for the replacement of defective equipment or parts thereof, within a period of one (1) year after the date of acceptance as herein provided. The Owner agrees to mail a notice to the Contractor, calling their attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying their surety of such failure.

GC-58 ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work as stated in their Bid, or indicated on the Plans, are accurate for the construction shown, and that during the progress of the work the Owner may find it advisable, and it shall have the right, to omit portions of the Work and to increase or decrease the quantities, and that the Owner reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this Contract, which has not actually entered into the construction of said improvements.

GC-59 MONTHLY ESTIMATES AND PAYMENTS

- a. Unit Price Contracts: On or about the first day of each month, the Engineer will make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the Engineer such detailed information as requested to aid them as a guide in the preparation of monthly estimates.
- b. Lump Sum Contracts: On or about the first day of each month the Contractor shall submit to the Engineer an itemized application for payment, supported to the extent required by the Engineer by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract, divided so as to facilitate payments to subcontractors in accordance with such forms as the Engineer and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer may direct. This schedule, when approved by the Engineer shall be used as a basis for Certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement

based upon this schedule. If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest including applicable insurance.

- c. Certification for Payments: On or about the 10th day of the month the Engineer shall submit payment estimates or certificates of payment to the Owner. After the Owner shall have approved each such estimate, the Owner shall pay to the Contractor ninety-five percent (95%) of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this Contract.

GC-60 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as they have knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify them against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

GC-61 COMPLETION AND ACCEPTANCE OF WORK

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer. Upon completion of the work the Engineer shall satisfy himself, by examination and test, that the work has been finally and fully completed in accordance with the Plans, Technical Specifications, and Contract and report such completion to the Owner.

GC-62 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the Owner, the Engineer shall be authorized to prepare a final estimate of the work done under this Contract and the value thereof. Such final estimate shall be submitted to the Owner within ten (10) days after its preparation has been authorized as aforesaid, and the Owner shall within thirty (30) days after said final estimate is made and certified, pay the entire sum found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the Owner, shall be conclusive evidence of the work done and materials furnished.

GC-63 RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the Owner and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or any person relating to or affecting the work, and following such acceptance, no persons, firm, or corporation, other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the Owner nor any employee or agent thereof shall be liable or be held to pay any money, except as herein provided.

GC-64 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due them for work or materials not clearly provided for in the Contract, Plans, or Technical Specifications, or

previously authorized as extra work, they shall notify the Engineer in writing of their intention to claim such additional compensation before they begin the work on which they base the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim.

When the work, on which the claim for additional compensation is based, is work that has been completed, the Contractor shall, within fifteen (15) calendar days after completion of the work in question, submit their written claim to the Engineer who will present it to the Owner for consideration. Claims submitted at times other than those herein specified will not be considered. Each notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

GC-65 SAFETY TRAINING REQUIREMENT FOR ALL ON-SITE EMPLOYEES

The Contractor to whom the Contract is awarded and any subcontractor under such Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project. The Contractor shall provide certification of compliance with this condition following the award of the contract and before work commences on the project.

END OF SECTION

SPECIAL CONDITIONS

These Special Conditions constitute modifications, deletions, and additions to the General Conditions (GC). Where any part of the General Conditions is so modified by these Special Conditions the unaltered provision shall remain in effect.

SC-6 COPIES OF CONTRACT (GC-6). The General Conditions GC-6 is amended by deleting the entire paragraph and replacing it with the following:

- a. Six (6) copies of the Contract Documents will be prepared by the County. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreements, insert executed copies of the required Performance Bonds, Certificate of Liability Insurances, Power of Attorney, and submit all copies to the County. THE DATE OF THE CONTRACT AGREEMENT AND BOND FORMS SHALL BE LEFT BLANK FOR FILLING IN BY THE COUNTY.
- b. The County will execute all copies, insert the date of contract on the Performance Bonds and Power of Attorney, retain four (4) copies, and forward two (2) copies to the Contractor, one of which should be forwarded to the surety company.

SC-7 SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS (GC-7). The General Conditions GC-7 is amended by adding the following:

- A. All work on this project shall conform to the project drawings and to the Contract Documents.
- B. The Work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the County prior to the opening of the bids or during construction.
- C. All work shall be in accordance with these Standard Specifications. Should any conflict arise between the Contract Documents, Standard Specifications or Plans, the following order of precedence shall be used:
 1. Plans – or Appendix sheets
 2. Technical Specifications
 3. Special Conditions
 4. General Conditions
- D. The Contractor, subcontractors, and fabricators shall be in compliance with all Local, State, and Federal regulations.

SC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULE (GC-9). The General Conditions GC-9 is amended by adding the following:

- A. The Contractor shall submit a proposed progress schedule for all work in the Contract. Scheduling shall provide for the least practical inconvenience to the traveling public and to the residents along the project.
- B. The construction progress schedule shall be in a form approved by the County and shall include at least the following information for each significant work item:
 1. Beginning date.

2. Scheduled percentage of completion at the end of each calendar month.
3. Ending date.

The construction progress schedule shall also show the scheduled percentage complete for the entire contract at monthly intervals.

The County will review the proposed progress schedule and may require the Contractor to revise it if, in the County's judgment, changes are required to accurately reflect the scheduled progress of the Work or provide for completion of the project within the contract time. The revised schedule shall be submitted to the County for their approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.

- C. The Contractor will be required to revise their original approved progress schedules any time actual progress of the Work on the Contract lags the scheduled progress by fifteen percent or more. A revised schedule shall be submitted to the County for their approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required.
- D. The County may withhold monthly Progress Payments otherwise due to the Contractor in the event that progress falls fifteen (15) percent behind the approved progress schedule for two consecutive months and may continue to withhold payments until the Contractor has submitted an acceptable revised schedule and shown a good faith effort to implement same. The County's decision either to withhold or not withhold progress payment shall not waive or release any right the County has to withhold any subsequent progress payments, nor does it relieve the Contractor of their responsibility to complete the project within the contract time.

SC-12 OWNERSHIP OF DRAWINGS (GC-12). The General Conditions GC-12 is modified by adding the following:

All drawings, specifications, calculations, electronic files and copies developed by the Contractor and/or their subcontractors for components of the project are the property of the County. They are not to be used on work unrelated to this project, and, with exception of the Contractor's signed contract sets, are to be returned to the County on request, upon completion of the Work.

SC-19 CONTRACTOR'S OFFICE AT SITE OF WORK (GC-19). The General Conditions GC-19 is modified by adding the following:

- A. The Contractor is not required to have a field office at the project site and no conditions have been made by the County for the field office, shops, or storage areas to be used by the Contractor. However, if desired, the Contractor may, on their own initiative, provide for any or all of the above items. The Contractor may store a limited amount of material and equipment inside of the building in a specified location with the permission of the County, if applicable.
- B. No direct payment will be made for the Contractor's office, shops or storage areas.
- C. Common-Use Field Office: Of sufficient size to accommodate needs of the County, Engineer and construction personnel, office activities, and to accommodate Project meetings. Keep office clean and orderly.
- D. Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the County only as necessary.

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20). The General Conditions GC-20 is modified by adding the following:

- A. The Contractor shall take the necessary precautions to keep loose aggregate, mud, and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations. Should aggregate, mud, and debris become deposited upon such open lanes of existing paving, the Contractor shall promptly remove it at no additional cost to the County.
- B. Before the Work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning of streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- C. It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
- D. The Contractor at their sole cost and expense will provide any water required along the project route in connection with the work to be performed.
- E. All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expenses.

SC-25 METHODS OF OPERATION (GC-25). The General Conditions GC-25 is modified by adding the following:

In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during construction of the project, including safety of all persons and property.

SC-27 AUTHORITY AND DUTY OF THE ENGINEER (GC-27). The General Conditions GC-27 is amended by deleting the entire paragraph and replacing it with the following:

The progression of the project will be observed by County personnel and will provide the inspection.

SC-28 INSPECTION (GC-28). The General Conditions GC-28 is modified by adding the following:

- A. This project will be observed by County employees.
- B. The Contractor shall notify their subcontractors, the County and all contractors and subcontractors under the County, when they are ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the County and/or proper authorities.
- C. The Contractor and their subcontractors may not put in place any work which will prevent observation and approval of previous work without first notifying the County, and/or proper authorities.

SC-29 NO WAIVER OF RIGHT (GC-29). The General Conditions GC-29 is modified by adding the following:

Neither the inspection or evaluations by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the County or Engineer, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the County, or any right to

damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY (GC-32). The General Conditions GC-32 is modified by adding the following:

- A. The Contractor shall confine all work, equipment and employees within the limits of the existing project rights-of-way and construction limits noted. The Contractor shall make no claim for additional payment for confining their operations within these areas.

SC-33 MODIFICATIONS AND ALTERATIONS (GC-33). The General Conditions GC-33 is modified by adding the following:

The Contractor may submit to the Engineer, in writing, proposals for modifying the Plans, Specifications or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, and ease of maintenance, desired appearance, or design and safety standards.

Cost reduction proposals shall contain the following information:

1. A description of both the existing Contract requirements for performing the work and the proposed changes.
2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The Contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

This Special Condition shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder; proposed change in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the County will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the Plans or Specifications for the project under consideration by the County at the time said proposal is submitted, the Engineer will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this article.

The Contractor shall continue to perform the Work in accordance with the requirements of the Contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid

prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

The County reserves the right where they deem such action appropriate to require the Contractor to share in the County's cost of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate their acceptance thereof in writing, and such acceptance shall constitute full authority for the County to deduct amounts payable to the County from any moneys due or that may become due to the Contractor under the Contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a Contract change order, which shall specifically state that it is executed pursuant to this Special Condition. Such change order shall incorporate the changes in the Plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the County's approval thereof is based on if the approval of the County is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order and shall further provide the Contractor be paid fifty percent (50%) of said estimated net savings amount.

Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the Contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.

The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change orders.

The County expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the County when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and, in that case, only as to those contracts awarded to them prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this article if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the County. Subject to the provisions contained herein, the County shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

This article of the Specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

The Engineer reserves the right to make, in writing, at any time during the Work, such changes in quantities and such alterations in the Work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the Work as altered.

If the alterations or changes in quantities significantly change the character of the Work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contract in such an amount as the Engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the Work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- b. When a major item of work, as defined elsewhere in the Contract is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.
- c. The Contractor's attention is called to the Bid Form (Page 9) which allows the County to adjust the quantities upward or downward based upon the available funding. This may be in excess of the percentages noted above.

SC-34 EXTRA WORK (GC-34). The General Conditions GC-34 is modified as follows for numbers 2, 3 and 4:

2. An amount equal to 20% percent will be added to the bond, insurance and taxes and not the 6% noted in the General Condition.
3. An amount equal to 20% percent will be added to the materials and not the 15% noted in the General Condition.
4. An amount equal to 20% percent will be added to all rental costs and not the 15% noted in the General Condition.

SC-38 SUSPENSION OF WORK ON NOTICE (GC-38). The General Conditions GC-38 is modified by adding the following:

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable length of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract. No contract adjustment will be made for utility delays.

SC-40 LAWS AND ORDINANCES (GC-40). The General Conditions GC-410 is modified by adding the following:

No burning will be allowed.

SC-42 CHARACTER OF EMPLOYEES (GC-42). The General Conditions GC-42 is modified by adding the following:

Employees who may have occasion to speak with the general public must be able to communicate in clear English.

SC-44 UNFAVORABLE CONSTRUCTION CONDITIONS (GC-44). The General Conditions GC-45 is modified by adding the following:

The Contractor shall take precautions by watering or other means to ensure that excessive dust or lime does not become airborne during construction.

SC-45 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK (GC-45). The General Conditions GC-45 is modified by adding the following:

- A. The time for completion of the Work is an essential part of the Contract. It shall begin on the date stated in the Notice to Proceed, and shall be the number of working days as stated in the Bid and in accordance with MoDOT Standard Specification Section 108, except as follows: "No working days will be counted from December 15 to March 15, both days inclusive unless work may proceed on a continuous basis beyond December 15 or may start or restart on a continuous basis before March 15. Working days will not be counted within this time frame after continuous work stops or before continuous work begins. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days any time during the year."

The Contractor's attention is directed to conditions of GC-44 and GC-46. Holidays: Saturdays, Sundays, and holidays established by the laws of the County will not be counted as working days.

2024 List of Jackson County, Missouri Holidays

President's Day	Monday, February 19
Truman's Birthday	Wednesday, May 8
Memorial Day	Monday, May 27
Juneteenth	Wednesday, June 19
Independence Day	Tuesday, July 4
Columbus Day	Monday, October 14

- B. The Contractor will need to coordinate with the County and/or their designated representative on the after-work week hours and weekend schedules. The standard work week hours that the Contractor can work are from 7:30 AM to 4:30 PM.
- C. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction.
- D. The Contractor shall take, at no additional cost to the County, whatever means are necessary including, but not necessarily limited to, working nights and weekends and double shifts, and providing temporary weather enclosures and temporary heat/ventilation during inclement weather to assure substantial completion of all work during the Contract Time.

- E. Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling, and its coordination with the work of others. It is expected that this conference will be attended by representatives of the County, the Engineer, the Contractor and their subcontractors, and the striping contractor that is to accomplish the permanent striping, if applicable, as well as representatives of any other affected agencies which the County may wish to invite.
- F. Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

SC-48 LIQUIDATED DAMAGES (GC-48)

In accordance with GC-48, Liquidated Damages (also referred to as “Schedule of Deductions”), the Contractor will be assessed liquidated damages for each calendar day of delay in completion of work. See the following schedule:

<u>Contract Amount</u>	<u>Calendar Day Assessment</u>
\$25,000 to \$50,000	\$475
\$50,001 to \$100,000	\$500
\$100,001 to \$500,000	\$700
\$500,001 to \$1,000,000.....	\$950
\$1,000,001 to \$2,000,000	\$1,100

SC-49 TEST OF MATERIALS OFFERED BY CONTRACTOR (GC-49)

Modify GC-49, Tests of Materials Offered by Contractor, by adding the following:

- A. Testing and quality control shall be in accordance with the Technical Specifications. All testing shall be provided and paid for by the County except as outlined in the Technical Specifications.
- B. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of the Contractor or their subcontractors or any other contractors as described herein. The Contractor shall allow fifteen (15) days for the County to review original submittals and/or re-submittals. However, the County will make every effort to promptly review such submittals and transmit comments to the Contractor.
- C. The Prime Contractor shall submit compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers.

SC-53 DISPOSAL OF TRASH AND DEBRIS (GC-53)

The following is added to GC-53:

- A. Before the work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning streets, ditches creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- B. Final Cleanup shall be at no additional cost to the County.

SC-58 ESTIMATED QUANTITIES (GC-58)

Add the following to the end of GC-58:

It is the intent of the Contract Documents that the total bid, as submitted, shall cover all work required by the Contract Documents. All costs in connection with the Work, including furnishing of all materials, equipment, supplies and appurtenances; providing all necessary labor to fully

complete the Work shall be included in the unit and lump sum prices named in the Bid. No item of work that is required by the Contract Documents for the proper and successful completion of the Contract will be paid for outside of, or in addition to, the prices submitted in the Bid. All such work not specifically set forth in the Bid as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid. On the Plans, or in the Specifications, certain quantities may be given which do not appear in the Bid. These quantities are given for the convenience of the Contractor only and are considered **SUBSIDIARY** for payment purposes as given above.

SC-59 MONTHLY ESTIMATES AND PAYMENTS (GC-59)

Modify GC-59, Monthly Estimates and Payments, by adding the following:

- d. The method of measurement and basis of payment for each item as listed in the Bid will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- e. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Bid and all costs pertaining thereto shall be included in the contract unit prices for related items which are listed in the Bid.
- f. Pay limits given in the Specifications and Plans are maximum. Where actual quantities are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- g. All work completed under the Contract will be measured according to United States Imperial system. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- h. All materials, which are measured or proportioned by weight, shall be weighed on platform scales furnished by the Contractor, or on public scales at the Contractor's expense. The scales shall comply with all state laws governing the use of scales and shall be tested and sealed by an authorized public official, at the expense of the Contractor, as often as the County may deem it necessary to ensure their accuracy. The Contractor shall furnish the County a waybill for each truckload, signed by the weigh master and truck driver.
- i. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the County, in order that corrections for overrun or under run may be made when desired.
- j. The County will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the Bid.
- k. The Contractor shall make an approximate estimate of the value of the Work done and unused materials delivered for, and stored on, the site of the Work during the previous calendar month. The Contractor shall furnish the County such detailed information as requested to aid them as a guide in the review of the payment application.
- l. The Contractor shall submit payment estimates or certificates of payment to the County.
- m. The County shall retain five percent (5%) of each partial payment until completion and acceptance of the Work covered by the Contract and final payment is due.

SC-62 FINAL ESTIMATE AND PAYMENT (GC-62)

General Conditions GC-62 is modified by adding the following:

The Contractor shall notify the Engineer when they have completed all work in accordance with the Specifications. Any items found to be incomplete or improperly constructed shall be listed, and the Contractor shall take prompt action to correct such items. Upon completion of all such work, a final inspection will be scheduled to include the Contractor's representative, the County's representative, and the Engineer. Should the Contractor fail to complete the items listed (thereby causing final inspection to be repeated), the cost of engineering or any other costs incurred by the County, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.

SC-64 CLAIMS FOR ADJUSTMENT AND DISPUTES (GC-64)

General Conditions GC-64 is modified by adding the following:

Each Contractor must form their own opinion of the character and condition of materials to be encountered from an inspection of the site and from other such investigations as they may desire to undertake.

The Contractor is solely responsible for determination of existing conditions. All claims for adjustments in contract price or quantity of removals shall be denied.

END OF SECTION

TECHNICAL SPECIFICATIONS

TS-1 GENERAL

The latest editions of the following specifications are incorporated into the Contract Documents by reference:

- American Public Works Association (APWA) Kansas City Metropolitan Chapter Standard Specifications, Sections 2000 through 2900, current edition.
- Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Technical Specifications for the Work shall consist of the above referenced specifications with such revisions, amendments, and supplements as are contained herein. The Work shall be constructed in accordance with these Technical Specifications and any attached plans or drawings. Any omission found in these Technical Specifications, the appropriate Standard Specification, shall govern the plans where applicable sections in the Standard Specifications are found.

TS-2 MOBILIZATION

A. Description: This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of employees, equipment, supplies and incidentals to the project site, for the establishment of construction offices and other facilities necessary for work on the project, including contract bonds and insurance, and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

B. Basis of Payment: No direct payment will be made for Mobilization and shall be **SUBSIDIARY** other bid items.

TS-3 DIFFERING SITE CONDITIONS

The following requirement is hereby added to the contract:

A. Prior to the beginning or during the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected work is performed.

B. Upon written notification the County will investigate the conditions and if they determine that the conditions of the pavement materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made and the Contract modified in writing accordingly. The County will notify the Contractor of their determination whether an adjustment of the Contract is warranted.

C. No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

TS-4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

A. The project shall be constructed open to through traffic. All advance-warning signs will be installed and maintained by the Contractor. Vehicular access to the driveways shall be maintained and facilitated to the best of the Contractor's ability.

B. Traffic control and traffic control signs and devices shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Sections 612, 616, and 1063 of the Missouri Department of Transportation Standard Specifications except as herein modified.

Modify Section 616.4.1 to read as follows:

The Contractor shall furnish, install, maintain, clean and relocate all signs, drums, cones, barricades, delineators, object markers, flashing arrow panels, channeling devices, lights and other traffic control devices shown on the plans, or as directed by the County. All traffic control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition. The Contractor shall replace any unacceptable device as soon as possible but not to exceed 24 hours after the Contractor had been notified.

The Contractor shall pay for all labor, equipment and materials to maintain traffic at the worksite. Said traffic control shall be in accordance with Chapter 6C, Temporary Traffic Control Elements (MUTCD 2009 Edition) and may include pilot vehicles and flagmen, radios, signage, etc.

Temporary Markings are required and shall be in accordance with Section 6F.78 of the 2009 Edition of the MUTCD. The Contractor shall coordinate all paving operations with the County so that the placement of the permanent pavement markings, which will be provided by the County or its agent, can be placed in a timely fashion. Placement of the temporary pavement markings shall be considered **SUBSIDIARY** to other bid items.

The Contractor shall submit a Traffic Control Plan for approval prior to the issuance of the Notice to Proceed. The plan shall show and explain in detail the Contractor's intent as to handling and maintaining traffic through the construction zones.

C. Replace Section 616.12, Basis of Payment, with the following:

For the Asphaltic Concrete Overlay portions of the work, signs and other traffic control devices specified in the traffic control plan or authorized by the County will be **SUBSIDIARY** to other bid items.

TS-5 RESIDENT AND BUSINESS NOTIFICATION

The Contractor is responsible for posting door hangers (See Appendix A) notifying residents (a minimum of 24 hours in advance) of upcoming construction. In the event that vehicles have not been moved after being notified, the Contractor shall be responsible for checking nearby residents to move the vehicle. If the vehicle remains an obstruction to construction activities, the County shall be responsible for contacting the Sheriffs' Department to alert them to the situation. The County will also arrange for towing service of the vehicle. Cars not moved will be towed to a nearby street out of the way of construction work. Resident and business notifications are **SUBSIDIARY** to other bid items.

TS-6 ROAD PREPARATION

Jackson County Public Works Road & Bridge Division will provide all the road preparation such as base repair and patching prior to the Contractor beginning their work.

TS-7 SCRUB SEAL

This work shall consist of producing and placing a polymer modified asphalt (scrub seal) emulsion intended for use as a surface rejuvenation treatment and to fill and seal cracks.

A. Materials:

1. Aggregate: Haydite shall be 1/8" x 0.
2. Emulsion: Scrub seal emulsion shall be smooth and homogeneous, polymer modified, shall contain an asphalt rejuvenator and shall be in accordance with the following:

Scrub Seal Emulsion Properties (CRS-2P)			
	Min.	Max	Test Method
Viscosity, SSF @ 50 C	100	400	AASHTO T 59
Storage Stability Test, 24 hour, percent	--	1	AASHTO T 59
Classification Test	Pass	--	AASHTO T 59
Particle Charge Test	Positive	--	AASHTO T 59
Sieve Test, percent	--	0.3	AASHTO T 59
Oil distillate by volume, percent	--	3	AASHTO T 59
Residue from distillation, percent	65	--	AASHTO T 59
Test on Residue from Distillation	Min.	Max	Test Method
Penetration, 25 C, 100 g, 5 sec	100	200	AASHTO T 59
Ductility, 4 C, 5 cm/minute, cm	30	--	AASHTO T 59
Ash, percent	--	1	AASHTO T 111
Elastic Recovery, percent	58	--	AASHTO T 51

B. Equipment:

1. Emulsion Distributor: The distributor shall be capable of spreading the emulsion at an even and uniform rate across the entire length of the distributor bar.
2. Aggregate Spreader: The aggregate spreader shall be self-propelled and capable of evenly spreading aggregate.
3. Brooms: Brooms shall be capable of adequately scrubbing the mixture into the cracks and surface.
4. Pneumatic Tire Roller: The pneumatic tire roller shall be used to seat the aggregate. The unit shall weigh no less than 10 tons.

C. Construction:

1. Surface Preparation: The surface shall be thoroughly cleaned of all vegetation, loose material, dirt, mud, and other objectionable material immediately prior to application of the scrub seal emulsion.
2. Application: The scrub seal emulsion shall be uniformly applied with a pressure distributor at the rate specified below or as designated by the County. The mixture shall be spread to fill cracks and minor surface irregularities and shall leave a uniform surface. The table below details scrub seal application properties:

Rates/Properties of Application	Minimum	Maximum
Application rate of emulsion, gallons/SY	0.18	0.22
Emulsion Temperature, °F	110	160
Application rate of aggregate, lbs./SY	16	22
Time of set prior to opening, hours	--	2

3. Method of Placement:

- a. After proper surface preparation, a distributor truck shall place the scrub seal emulsion at the prescribed rate. The distributor truck shall pull the broom assembly to sweep and spread the emulsion uniformly on the surface and into the cracks of the pavement.
 - b. The aggregate shall be placed immediately after the application of the emulsion and prior to the emulsion breaking. Immediately following the aggregate spreader, a second broom assembly shall be pulled to combine the aggregate with the emulsion.
 - c. The pneumatic tire roller shall immediately follow the second broom and shall make a minimum of two passes.
 - d. All excess fine aggregate shall be removed from the roadway, paved shoulders, and paved side roads within 24 hours of application.
4. Weather Limitations: The scrub seal emulsion shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement on which the mixture is to be placed is below 60° F.
5. **Damaged or Marred Areas: Any traffic damaged or marred areas shall be repaired by the Contractor at the Contractor's expense.**

D. Measurement: Scrub seal area will not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix B will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:

1. Authorized alterations or corrections to the Plans provide additional work outside the original construction limits of the Contract and will materially affect the final payment quantity.
2. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and the Contractor and County shall agree on the quantity of the error prior to commencing any work on that segment.

E. Payment: Scrub seal used in the Work will be made at the unit price bid for "Scrub Seal". The unit price bid shall include the labor, equipment, materials, roadway surface preparation, and all other incidentals to complete the Work.

TS-8 FOG SEAL

This work shall consist of furnishing diluted asphalt emulsion and preparing and sealing surfaces by means of a bituminous distributor.

- A. Material: Asphalt emulsion shall be SS-1, SS-1H, CSS-1, or CSS-1H. Trackless tack is not allowed. The use of CQS-1F emulsion is acceptable.
- B. Equipment: The distributor shall be designed, equipped, maintained, and operated such that liquid asphalt at even heat may be applied uniformly on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.02 to 1.00 gallon per square yard, with uniform pressure, and with an allowable variation from any specified rate not to exceed 0.02

gallon per square yard. The distributor equipment shall include a tachometer, pressure gauges, a calibrated tank, and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and with full circulation spray bars adjustable both laterally and vertically.

C. Construction Requirements:

1. Asphalt emulsion shall be applied only during weather conditions under which satisfactory application and curing can be obtained. Asphalt emulsion shall not be placed on a damp or wet surface except as approved by the County. The surface shall be free of objectionable material prior to sealing.
2. If required, the asphalt emulsion shall be diluted with potable water prior to application. The dilution rate shall be as the manufacturer's recommendation for use. The Contractor shall provide documentation to the County that the specified coating system has been properly diluted.
3. The diluted asphalt emulsion shall be uniformly applied at the rate of 0.20 gallon per square yard surface. Application widths shall be such that the entire surface is covered in one application.
4. Care shall be taken such that asphalt emulsion is applied only to designated areas. Sand dams or other approved means may be necessary to prevent emulsion from being applied outside of designated areas.
5. After application of the sealant, the roadway surface shall be tack-free and capable of being open to traffic within four (4) hours without tracking.

D. Measurement: Fog seal area will not be measured for payment but will be considered a plan quantity. Lengths and widths provided in Appendix B will control the project scope completed by the Contractor. The following exceptions will be made on a measured quantity basis:

1. Authorized alterations or corrections to the Plans provide additional work outside the original construction limits of the Contract and will materially affect the final payment quantity.
2. Appreciable errors within the original limits of construction, if the Contractor provides written notification, and the Contractor and County shall agree on the quantity of the error prior to commencing any work on that segment.

E. Payment: Fog seal used in the Work will be made at the unit price bid for "Fog Seal". The unit price bid shall include the labor, equipment, materials, roadway surface preparation, and all other incidentals to complete the Work.

TS-9 CRACK SEALING

This work shall consist of preparing and sealing all working pavement cracks or as directed by the County.

A. Material:

1. The sealant shall be a single-component material in accordance with Type II sealant requirements in ASTM D 6690.
2. The sealant shall be capable of being reheated to pouring temperatures at least once after the initial heating, while retaining the sealant's physical characteristics.
3. Penetration at 77^o F, 50 grams, 5 seconds, shall be no less than 50 or greater than 90.
4. When tested at 77^o F, the resilience recovery shall be a minimum of 50 percent.
5. The sealant shall meet all physical requirements after prolonged heating for six hours with constant mixing in a laboratory melter at the recommended field pouring temperature,

complete cool down, and reheating to the recommended pouring temperature.

B. Construction Requirements:

1. Sealant shall not be placed when the pavement is wet, or when the ambient or pavement temperature falls below 40° F. The Contractor shall furnish to the County the manufacturer's recommendations for mixing and application, including temperature restrictions, and shall prepare and apply the crack sealant in accordance with the manufacturer's recommendations.
2. The sealant shall be applied directly on the crack. The crack shall be slightly overfilled and excess material squeegeed with a V or U-shaped squeegee, level to the adjoining surface pavement forming a wipe zone 3 to 4 inches wide.
3. The Contractor shall apply a light coating of sand or other blotting material to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material.

C. Measurement: Measurement of crack sealing will be made to the nearest pound of material used to seal cracks, complete in place, and accepted by the County.

D. Payment: Crack seal used in the Work will be made at the unit price bid for "Crack Seal". The unit price bid shall include the labor, equipment, materials, roadway surface preparation, and all other incidentals to complete the Work.

TS-10 PAVEMENT MARKING

Permanent pavement markings shall conform to Part 3 of the "Manual on Uniform Traffic Control Devices," (MUTCD) 2009 edition including Revision 1 dated May 2012 and Revision 2 dated May 2012. Permanent pavement markings shall conform to APWA Standard Specifications Section 2306, current edition, except as modified by these Technical Specifications:

A. Pavement Marking Removal:

1. All pavement marking designated for removal, regardless of the type of existing marking, shall be completely removed to the satisfaction of the County with minimal damage to the pavement. No more than five percent (5%) of the existing marking shall remain upon completion of the work. The pavement surface shall not be left scarred to such an extent that, in the opinion of the County, the obliterated area is misleading to motorists. Any excess damage or scarring of the pavement shall be repaired at the Contractor's expense.
2. Measurement: There shall be no measurement for the removal of any existing pavement markings that may be in conflict with the Work.
3. Payment: Pavement Marking Removals shall be **SUBSIDIARY** to the payments for the contract unit price bid for various types of paint lines, arrows, etc.

B. Pavement Marking Materials:

1. Marking Definition for Striping.

- a) 4" White/Yellow Edge Line (white/yellow longitudinal marking): A solid line on the right and left edge of a roadway.
- b) 4" Yellow/White Dashed: A broken line at the center of the roadway which consists of 10-foot-long stripes separated by 30-foot-long gaps.
- c) 4" One Side No Passing (NP): The combination of a solid yellow line where no passing is required and a broken yellow line where passing is permitted.

- d) 4" Double Yellow (yellow longitudinal marking): Two solid yellow lines at the center of a roadway where two direction no passing is required. Double centerlines should consist of 4" lines separated by a 4" space.
 - e) 4" Yellow Lines with 4" Dashed Lines (Broken Intermittent Median Lines) for Two-Way Left Turn Lanes TWLTL shall be placed in accordance with Appendix plans.
 - f) 6" White Dotted Edge Line: A broken line on the right edge of the roadway. The line consists of 2-foot line segments and 2- to 6-foot gaps.
 - g) 6" Solid White Crosswalk: Two solid transverse white lines that extend the full width of the pavement. The lines are separated by a minimum of 6-feet (see plans).
 - h) 18" Solid Yellow Diagonal Median Lines: Diagonal transverse lines placed at 20-foot intervals. Spacing may be increased to 40-feet if the median island is greater than 200-feet in longitudinal length.
 - i) 24" Solid White Stop Bar: A solid white line that extends from the centerline to the edge of pavement.
 - j) Type P Drop-On Glass Beads: Type P beads shall be manufactured from glass of a composition that is highly resistant to traffic wear and to the effects of weathering. If coating is required to meet the performance requirements for the specific marking material used, the beads shall be coated to ensure satisfactory embedment and adhesion. The glass beads shall be applied at the minimum rate of 10 lbs. per 100 square feet of surface area of pavement marking material. Drop-on glass beads shall be **SUBSIDIARY** to other unit price items on the bid form.
2. Aggressive Bond Preformed Thermoplastic Pavement Markings shall be in accordance with APWA Standard Specification Section 2306.7.D except as modified herein: This specification covers a white and yellow adhesive Preformed Thermoplastic reflectorized pavement marking material that is applied to road surfaces, including Portland Cement Concrete (PCC) and aged asphalt without need of a primer/sealer. The material is applied to the road surface in a molten state by mechanical means with surface application of glass beads. Upon cooling to normal pavement temperature, it produces an adherent reflectorized stripe of specified thickness and width with limited thermal/seasonal deformation. To qualify as a non-sealer Preformed Thermoplastic that can be applied to concrete surfaces without a sealer, the material must meet or exceed the requirements listed below.
- a) Characteristics: The Preformed Thermoplastic material shall be homogeneously composed of pigments, resins, polymers (adhesive constituent), glass reflectorizing spheres and other fillers. The Preformed Thermoplastic material shall be available in a variety of surface delineation colors from the same manufacturer. The manufacturer shall have the option of formulating the material according to their own specifications.

However, certain physical and chemical requirements specified must be satisfied in order to qualify as a non-primed striping application for PCC and aged asphalt surfaces.

The material shall not exude fumes which are toxic or injurious to persons or

properties upon heating to application temperature.

- b) Specific Gravity: The specific gravity of the white and yellow Preformed Thermoplastic pavement marking material shall not exceed 2.15.
 - c) Composition: The pigment, intermix reflectorizing spheres, and fillers shall be uniformly dispersed in the resin and polymer upon heating to application temperature. The material shall be free of dirt and foreign matter and must meet or exceed the compositional requirements (percentage by weight) indicated below. The total resin/binder content must be 22% min. - 26% max. (weight) of total product ingredients.
 - d) Measurement: Aggressive bond Preformed Thermoplastic pavement markings for each specific type will be measured per linear foot. Skip pattern lines shall be measured upon length of marked section. Dual pattern lines shall be measured at two times the marked section.
 - e) Payment: Pavement markings shall be paid at the unit prices per the bid.
3. Preformed Thermoplastic Pavement Marking Symbols shall be in accordance with APWA Standard Specification Section 2306.7.E except as modified herein: This specification is for the furnishing of retroreflective Preformed Thermoplastic pavement marking symbol materials that can be adhered to asphalt, concrete, and Portland cement concrete pavements by means of heat fusion. The applied markings shall be very durable, oil and grease impervious and provide immediate and continuing retroreflectivity.
- a) Characteristics: The preformed marking material shall consist of a resilient white and yellow polymer Preformed Thermoplastic with uniformly distributed glass beads throughout its entire cross section.

Preformed words and symbols shall conform to the applicable shapes and sizes as prescribed in the latest revision of the Manual on Uniform Traffic Control Devices (MUTCD).

The preformed markings shall be fusible to asphalt concrete and Portland cement concrete pavements by means of the normal heat of a propane type of torch. Adhesives, primers or sealers shall not be used prior to the preformed marking application on asphalt concrete and Portland cement concrete pavements.

The preformed markings shall conform to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics and be capable of fusing to itself and previously applied worn hydrocarbon and/or alkyd Preformed Thermoplastic pavement markings.

The preformed markings shall be capable of application on new, dense and open graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer's instructions. After application, the markings shall be immediately ready for traffic. The preformed markings shall be suitable for use for one year after the date of receipt when stored in accordance with the manufacturer's recommendations.

The Preformed Thermoplastic markings shall not be brittle and must be sufficiently

cohesive and flexible at temperatures exceeding 50° F for one person to carry without the danger of fracturing the material prior to application.

Temperature for Preformed Thermoplastic pavement markings: For the Preformed Thermoplastic Reflectorized Permanent Pavement Marking the pavement and ambient air temperatures shall be 50° F and rising, and the thermoplastic material shall be applied in a melted state at a temperature of 400° F to 425° F. The temperature of the thermoplastic in the shaping die shall be maintained at the manufacturer's recommended application temperature, but in no case shall the temperature fall below 400° F or exceed 450° F.

Preformed Thermoplastic minimum thickness: The finished lines shall have well defined edges and be free of waviness. All lines will have minimal dribbles, runs and overlaps. In the event that thermoplastic long lines must stop and then continue, the restart shall line up to within 0.5 inches of the existing long line and maintain a totally straight line. The minimum thickness of thermoplastic cross-section of lines shall be not less than 90 mils near the edges, nor less than 125 mils at the center, which shall be continuous and uniform in shape, and have clear and sharp dimensions. The drop-on glass beads shall be applied at a rate of one pound per 20 square feet of line.

- b) **Composition:** The retroreflective pliant polymer Preformed Thermoplastic pavement markings shall consist of a homogeneous mixture of high quality polymeric Preformed Thermoplastic binders, pigments, fillers and glass beads. The Preformed Thermoplastic material must conform to AASHTO M 249 with the exception of the relevant differences due to the material being supplied in a preformed state.

- b) **Retroreflectivity:** The Preformed Thermoplastic marking shall upon application exhibit uniform adequate nighttime retroreflectivity when tested in accordance with ASTM E 1710. At 86 degree 30-foot incidence angle and 1 degree 30-foot divergence angle, the markings shall have average minimum intensities of 350 millicandelas for white and 175 millicandelas for yellow as measured with a MiroLux or LTL-2000 retroreflectometer. Follow manufacturer's instructions for use.

Using a Taber Abraser with an H-18 wheel and a 4.4 ounce load, the sample shall be inspected at 200 cycles, under a microscope, to observe the extent and type of bead failure. No more than 15% of the beads shall be lost due to popout and the predominant mode of failure shall be "wear down" of the beads.

- d) **Measurement:** Preformed Thermoplastic pavement marking symbols for each specific type will be measured per Each for the Durable Pavement Marking and Durable Intersection Pavement Markings Materials in accordance with MODOT Standard Specifications.

 - e) **Payment:** Pavement markings shall be paid at the unit prices per the bid.
4. **Lead-Free, Water-Borne Emulsion Based White and Yellow Traffic Paint:** The pavement marking paint shall be rapid dry. The traffic paint shall provide optimum adhesion for glass spheres when both binder and glass spheres are applied in the recommended quantities.
- a) **Drying Time:** When applied at a wet film thickness of 15 mils with a top dressing of 6-10 pounds of glass spheres per gallon of paint and when the pavement temperature is between 50° F and 120° F and the relative humidity doesn't exceed

80%, the binder shall dry to a no-tracking condition in a minimum of 20 seconds and a maximum of 60 seconds.

These dry times shall not be exceeded when the paint is applied with specialized equipment to have the pigmented binder at a temperature of 150° F to 170° F at the spray gun.

The no-tracking condition shall be determined by passing over the applied line in a simulated passing maneuver with a passenger car traveling 35 MPH. There shall be no visual deposition of the paint to the pavement surface when viewed from a distance of 50 feet. Furthermore, the pigmented binder, without glass spheres, shall dry to no-tracking condition in 180 seconds or less when tested in accordance with ASTM D 711.

- b) Directional Reflectance: The daylight directional reflectance of white pigmented binder (without glass spheres) shall be not less than 85% relative to magnesium oxide when tested in accordance with Federal Test Method Standard No. 141d, Method 6242. If yellow, after drying shall suitably match color 13538 of Federal Standard 595.
 - c) The paint for the pavement markings shall contain no lead and/or chromium and shall have volatile organic content conforming to the latest Environmental Protection Agency regulations.
 - d) Measurement: Lead-Free, Waterborne pavement markings for each specific type will be measured per linear foot and symbols per each. Dual pattern lines shall be measured upon the length of marked section.
 - e) Payment: Pavement markings shall be paid at the unit prices per the bid.
- C. Completed traffic stripes shall have clean and well-defined edges, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4-inch on tangent nor more than 1/2-inch on curves from the required widths. Broken traffic stripes shall also conform to these requirements.
- D. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than two inches from the lengths required. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional coats of paint upon the traffic stripe being painted.
- E. Drips, over spray, improper markings, and paint tracked by traffic shall be immediately removed from the pavement surface by methods approved by the County. All such removal work shall be at the contractor's expense.
- F. Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather.
- G. Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material. Newly chip sealed roads shall be swept to remove any loose chips but not damage the chip seal surface.
- H. All equipment used in the application of pavement markings and symbols shall produce

uniform quality that conform to the specified requirements. The striping machine shall be capable of accurately superimposing succeeding coats upon the first coat and upon existing markings at a speed of at least five miles per hour.

- I. Newly placed pavement markings shall be protected from damage by traffic or other causes until they are thoroughly dry and set.
- J. Traffic control shall be in accordance with the MUTCD and with directions issued by the County. The County shall determine the adequacy of the traffic control procedures or devices in use and may halt the marking operations until adequate protective measures are taken. Traffic Control shall be SUBSIDIARY to unit price bid for the various pavement markings items.
- K. The pavement marking work on this project shall be scheduled and completed in a manner to provide the least interference with vehicular traffic without complete street closures or detours. Pavement marking work must be scheduled to avoid congestion, or hazard to the public and to provide the most satisfactory appearance of the work.
- L. The pavement surface temperature and air temperature as specified for both Paint and Preformed Thermoplastic within these Technical Specifications shall be determined before the start of each day of marking operation and at any other time deemed necessary by the County. Temperatures shall be obtained with appropriate devices using the manufacturer's recommended procedure. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and curing periods.
- M. The surface on which markings are to be placed shall be clean and dry. The street surface shall be cleaned of debris, sand, or any other deleterious material by sweeping and or use of jets of compressed air immediately preceding the application of markings. New Asphaltic Concrete Overlay Surfaces and New Chip Seal pavements shall be blast-cleaned to remove all curing compounds.
- N. The County reserves the right to take reasonable samples from the Contractor's stock of materials at any time during the project and submit same for testing. Substitutions of materials or changes in the supplier will not be allowed without written consent of the County.

TS-11 FORCE ACCOUNT

A. The Contractor shall perform other unforeseen work, for which there is no condition included in the Contract, whenever it is deemed necessary or desirable to complete the work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the Engineer.

B. Payment for the work performed under this Technical Specification shall be made in accordance with the Bid unit prices where the requested work is covered by an item listed in the Bid. If the work is not represented by a unit price listed in the Bid, payment will be in accordance with the General Conditions.

END OF SECTION

Jackson County Missouri Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

Vance Brothers, Inc.

5201 Brighton

Kansas City, MO 64130

2024 Certificate: 20240112VC248

Issued: 2024-01-12

Expires: 2024-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Melinda Bolling

Chief Compliance Review Officer

Jackson County Missouri

816-881-3302

compliance@jacksonsongov.org

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**2024 Pavement Maintenance Program
Surface Treatments - Scrub Seal
Jackson County Public Works - Engineering Division
County Project No. 3287**

Street Name	Beginning Description	Ending Description	Length (Miles)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Cul-de-sac (SF)	Total Treatment Area (SY)
Argo Road	Independence City Limits	Grain Valley City Limits	2.9	22.0	342,342	526		38,096
Argo Road	Grain Valley City Limits	Dillingham Road	0.5	22.0	57,750	526		6,475
Arnett Road	Major Road	Ryan Road	1.5	21.0	166,908	1,116		18,669
Buckner Tarsney Road	Buckner City Limits	Sibley City Limits	2.2	25.5	298,886	1,424		33,368
Whippoorwill Lane	Stringtown Road	Dead End	0.8	24.0	96,240	1,416		10,851
143rd Street	Whippoorwill Road	Dead End	0.1	24.0	15,168	313		1,720
Jacomo Ridge Drive	Jasper Bell Road	150.5' West of Jasper Bell	0.0	28.0	4,868	720		621
Jacomo Ridge Drive	150.5' West of Jasper Bell	Cul-de-sac	0.2	24.0	22,348	197	3,987	2,948
Jacomo Ridge Court	Jacomo Ridge Drive	Cul-de-sac	0.1	24.0	17,592	313	3,987	2,432
TOTAL =			8.4					115,180

Note: The portion of Argo Road located within the City Limits of Grain Valley will be paid directly to the Contractor by the City.

**2024 Pavement Maintenance Program
Surface Treatments - Fog Seal
Jackson County Public Works - Engineering Division
County Project No. 3287**

Street Name	Beginning Description	Ending Description	Length (Miles)	Road Width (Feet)	Area Subtotal (SF)	Intersection Fillets (SF)	Cul-de-sac (SF)	Total Treatment Area (SY)
18th Street North	Salem Drive	Ethan Lane	0.3	32	47,392			5,266
20th Terrace North	Grove Drive	Ponca Drive	0.2	24	19,080			2,120
Ashley Drive	Old Lexington Road	Ethan Lane	0.4	24	55,080	1,577	1,723	6,487
Bay Avenue	24 Highway R/W	Lexington Road	0.1	32	16,864			1,874
Bay Avenue	Lexington Road	18th Street North	0.2	24	20,040			2,227
Bedford Street	Salem Drive	20th Terrace North	0.1	24	10,464			1,163
Concord Circle	Grove Drive	Dead End	0.1	24	10,512		4,301	1,646
Ethan Lane	Ashley Drive	Old Lexington Road	0.4	24	46,752	2,519	1,723	5,666
Grove Drive	Ponca Drive	Grove Court	0.1	24	11,040	208	1,495	1,416
Lazy Branch Road	Lexington Road	18th Street North	0.2	24	22,680			2,520
Old Lexington Road	Ashley Drive	End of Curb	0.1	32	8,512			946
Old Lexington Road	End of Curb	Blue Mills Road	0.3	22	35,288			3,921
Plymouth Street	York Street	18th Street North	0.3	24	36,144	938	5,939	4,780
Wildflower Drive	Langsford Road	222.5' North of EOP	0.0	48	11,348	558		1,323
Wildflower Drive	222.5' North of EOP	Dead End	0.4	24	56,124			6,236
Jennings Road	Sugar Creek City Limits	19th Street Terrace North	0.5	23	61,341			6,816
19th Street Terrace N	Jennings Road	Whitney Road	0.3	23	39,652	302		4,439
Davidson Road	19th Street Terrace North	18th Street North	0.2	23	20,907	302		2,357
TOTAL =			4.1					61,203

**2024 Pavement Maintenance Program
Surface Treatments - Crack Seal
Jackson County Public Works - Engineering Division
County Project No. 3287**

Street Name	Beginning Description	Ending Description	Length (Feet)	Length (Miles)	Road Width (Feet)	Area Subtotal (SF)	Total Treatment Area (SY)	Crack Seal Material (Lbs.)
Blue Mills Road	24 Highway R/W	Union School Road	3,195	0.6	25	79,875	8,875	1,775
Blue Mills Road	Union School Road	RR Xing	4,435	0.8	25	110,875	12,319	2,464
Blue Mills Road	RR Xing	Twyman Road	6,690	1.3	25	167,250	18,583	3,717
Blue Mills Road	Twyman	Elsa Smith Road	13,075	2.5	25	326,875	36,319	7,264
Blue Mills Road	Elsa Smith Road	Buckner Tarsney Road (North)	17,680	3.3	25	442,000	49,111	9,822
North Atherton Road	Blue Mills Road	RR Xing	14,715	2.8	25	367,875	40,875	8,175
TOTAL =				11.3				33,217

Note: Crack seal usage estimated at a rate of 0.2 lbs. per SY of pavement area.

**2024 Pavement Maintenance Program
Surface Treatments - Pavement Markings
Jackson County Public Works - Engineering Division
County Project No. 3287**

Street Name	Beginning Description	Ending Description	Length (Feet)	4" Solid White Edge Lines (Paint)	4" Double Solid Yellow Centerline (Paint)	4" Solid and 4" Dashed Yellow Centerline (Paint)	4" Dashed Yellow Centerline (Paint)	6" Dotted White Edge Line (Paint)	24" White Stop Bar (Paint)
Argo Road	Independence City Limits	Grain Valley City Limits	15,528	30,906	15,468				
Argo Road	Grain Valley City Limits	Dillingham Road	2,625	5,264	2,601				
Arnett Road	Major Road	Ryan Road	7,877	15,697	7,798		15		15
Buckner Tarsney Road	Buckner City Limits	Sibley City Limits	11,721	23,299	4,452	2,782	4,090	125	
Whippoorwill Lane	Stringtown Road	Dead End	4,010						13
Jennings Road	Sugar Creek City Limits	19th Street Terrace North	2,667	5,262	2,595				
19th Street Terrace N	Jennings Road	Whitney Road	1,724	3,242	1,518				15
North Atherton Road	Blue Mills Road	RR Xing	14,715	29,550	4,494	2,655	7,366		
TOTALS =				113,220	38,926	5,437	11,471	125	43



MY ACCOUNT

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SEARCH

MISC INFO

UCC FILING

Help

Search for a Business Entity

Required Field *

Exact Match searches should include corporate designations (inc., llc, etc.) and punctuation.

We recommend you do not include these for other searches.

Search Business Name

Search for a Business Entity

Business Name * Vance Brothers, Inc.

Includes names Starting With

Only Active Corporations

SEARCH

Search Results as of 4/1/2024 9:20 AM

Change page:

Page 1 of 1, items 1 to 3 of 3.

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
VANCE BROTHERS	X00043841	Fictitious Name (Domestic)	Fictitious Expired	2/11/1957	
Vance Brothers Properties LLC	LC1797890	Limited Liability Company (Domestic)	Active	6/28/2021	Rash, Dawn
VANCE BROTHERS, INC.	00093872	Gen. Business - For Profit (Domestic)	Good Standing	12/31/1958	TM VANCE

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Page 1 of 1, items 1 to 3 of 3.

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

MEETING DATE	04/22/2024	
BILL NUMBER	R24-30	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS FOR EASEMENT APPRAISALS AND ACQUISITION ON FRONT STREET PROJECT	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Director Community Development	
FISCAL INFORMATION	Cost as recommended:	Contract \$48,750.00
	Budget Line Item:	286-00-79920
	Balance Available	\$1,700,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide appraisals and assistance acquiring easements for the Front Street reconstruction project.	
BACKGROUND	Staff posted a legal advertisement and posted the Request for Proposals on the City's web site on March 12, 2024. Proposals were received on March 29, 2024 for the Appraisal and Easement Acquisition Services for the Front Street Roadway, Stormwater and Water Improvements project. Three (3) proposals were received. Staff reviewed the proposals and selected Valbridge Property Advisors as the best proposal in the amount of \$48,750.00.	
SPECIAL NOTES	N/A	
ANALYSIS	Project Proposals were received on March 29, 2024 with the best proposal submitted by Valbridge Property Advisors in the amount of \$48,750.00. The other proposals submitted were from Right of Way Associates in the amount of \$75,000.00 and SMH Consultants with an undetermined amount which would exceed that of the other proposals.	
PUBLIC INFORMATION PROCESS	Project was publicly advertised on March 12, 2024 and Proposals were received and reviewed on March 29, 2024	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Valbridge Property Advisors Agreement.

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

April 22, 2024
RESOLUTION NUMBER
R24-30

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF
GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE AN AGREEMENT WITH VALBRIDGE PROPERTY ADVISORS
FOR EASEMENT APPRAISALS AND ACQUISITION FOR THE FRONT
STREET PROJECT**

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

WHEREAS, the Board of Aldermen adopted Ordinance 2440 establishing the budget for Fiscal Year 2024 on November 27, 2023, appropriating funds for the Front Street Roadway, Stormwater and Water Improvements project; and

WHEREAS, easement acquisition will be required to complete the project; and

WHEREAS, appraisals and acquisition assistance services are required to complete the acquisition of said easements; and

WHEREAS, Valbridge Property Advisors submitted the best and lowest responsible proposal for the project.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Valbridge Property Advisors for the Appraisal and Easement Acquisition Services for the Front Street Roadway, Stormwater and Water project:

PASSED and APPROVED, via voice vote, () this 22nd Day of April, 2024

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R24-30]

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April 11, 2024

Dick Tuttle
City Engineer
City of Grain Valley
711 Main Street
Grain Valley, MO 64029

Re: 50 Tracts – Front Street Project – Grain Valley, Missouri
Real Estate Appraisal, Review, and Acquisition Services

Mr. Tuttle:

This engagement letter is to provide appraisal services for the above referenced property to assist in appraisal and acquisition services related to the Front Street Project, in Grain Valley, Missouri.

Based on the information provided to us by you, there are 50 properties with proposed acquisitions. Per the RPP previously provided to you, our fee schedule included on the following page shows the fee for each assignment based on the number of acquisitions and the anticipated difficulty for each tract. 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, appraisal reviews, and acquisitions.

As discussed in the RFP we provided, Derek Shaner would be the primary appraiser. Derek is General Certified by the states of Kansas and Missouri and has been with Shaner Appraisals for fourteen 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 was the primary appraiser in more than half of the Federal appraisal projects that have been completed by the firm.

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Allen Skeens is not an employee of Valbridge Property Advisors, but works as an independent contractor for our firm. Allen would do all acquisitions for this project. Allen is a licensed attorney and also has his residential appraisal license. He has done 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 Olathe, Overland Park, Basehor, and Grain Valley.

If a review appraiser is needed for any of the tracts, Kevin O' Brian, MAI would serve as our review appraiser. Each of these appraisers have done work for many years and would be most familiar with the requirements for this assignment.

Our client and intended user would be the City of Grain Valley, and additional intended users can be added based on your needs. The report, if needed would comply with the Uniform Standards of Professional Appraisal Practice (USPAP), as well as MODOT standards. Further, the reporting format will be a before/after appraisal or a unit value opinion of value. Our fee for the assignment will total \$975 per tract. Consulting, reviews, testimony, and trial preparation will be billed at an hourly rate of \$350 per hour for Derek Shaner, MAI. The total fees for the 50 appraisal reports is \$37,500. Allen Skeens would do all acquisitions for this project. Mr. Skeens acquisition fee is \$225 per tract (\$11,250). The review fees (if applicable) would be \$750 per tract. However, only appraisals with compensation amounts over \$10,000 would require reviews. It is not known how many (if any) reports will require a review, so the total amount is unknown at this time. However, based on our review of the acquisitions it is unlikely that any reviews will be needed. Assuming this is the case, the total fee for the acquisitions, and appraisals under this scenario is \$48,750.

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Valbridge Property Advisors | Kansas City has not appraised the property within the three years immediately preceding acceptance of this assignment. In addition, we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. This letter will serve as our engagement to complete the work based on the above terms. Thank you for considering Valbridge Property Advisors | Kansas City in this matter.

- The appraisal will be in compliance with the most recent issuance of the USPAP requirements for the specific type of appraisal and type of report that is selected Fees and Payment Terms
- This fee is based solely on the value of the service performed, and is unrelated to the value conclusion of the appraisal. Payment is expected regardless of the value conclusion.
- The fee is payable upon the delivery of the report. Payments that are not made **within thirty days of the delivery date**, unless other arrangements are made between Valbridge Property Advisors | Kansas City and You, interest at a rate of 1.5% per month will be applied.
- If there is any legal action required to collect the fee, the cost burdening and incurred by Valbridge Property Advisors | Kansas City will be re-paid by your company.
- The appraisal will be subject to the General Assumptions and Limiting Conditions, which are available upon request and will be included in the appraisal report. The report may include extraordinary assumptions or hypothetical conditions that may become necessary during the course of the assignment.

The assignment occurs, and Valbridge Property Advisors | Kansas City is engaged, when this letter is signed and received by Valbridge Property Advisors | Kansas City. A list of the required items will be sent in a timely fashion after engagement. If that information is not received by our firm in a timely fashion^a, the delivery date of the appraisals may be delayed beyond the stated time frame.

^a A successful appraisal project often depends significantly on the availability of information provided by the owners of the property or their representative. Therefore the client should be aware that the quality and quantity of information provided on the property has a direct correlation to successful completion of the appraisal project.



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If the nature or scope of the assignment is changed, we reserve the right to alter the time frame and fee structure accordingly.

If the terms and conditions of the proposal, including those in the addenda, are agreeable, indicate your acceptance by signing in the space provided below and return a copy.

Derek Shaner, MAI
Director – Land Valuation
Valbridge Property Advisors | Kansas City

I understand and accept that the final appraisals will be subject to the above fee proposal and the attached Basic Assumptions and Limiting Conditions:

by: _____ Print: Kenneth Murphy
Title: City Administrator Date: _____

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Addenda

1. Acceptance of this agreement assumes that our client will provide all necessary information needed for the appraisal on a timely and truthful basis, and assumes that the client will provide sufficient access to the property to be appraised. A delay in receipt of information may delay completion of the assignment.
2. Appraiser shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The appraisal report will not constitute a survey of the property appraised. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. Nor does it certify that tenants have complied with all requirements necessary to obtain use and occupancy permits.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Kansas City will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The Americans with Disabilities Act ("ADA") became effective in 1992. We will not make a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we will not consider possible non-compliance with the requirements of ADA in estimating the value of the property.
5. The fee quoted is based on our understanding of the assignment as outlined in the scope of work. Changes in scope will be billed at our normal hourly rates. If any employee of Valbridge Property Advisors | Kansas City is asked or required to appear and/or testify at any meeting, deposition, trial, or other proceeding about the preparation, conclusions, or agreement, client shall compensate appraiser for the time spent in appearing and/or testifying and in preparing to testify according to the appraiser's then current hourly rate, plus expenses.
6. The fee and estimated completion time are subject to change if the property is not as outlined in our proposal, or if issues come to light during the course of our investigation which, in our opinion, necessitate such change. If the client places an assignment "on hold", then reactivates the appraisal, an additional charge may apply, due to inefficiency created.
7. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by MITCHELL APPRAISALS, INC. Neither Valbridge Property Advisors, Inc. nor any of its affiliates, has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
8. If any claim is filed against any of Valbridge Property Advisors, Inc. a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
9. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc. for quality control purposes. If Client is unwilling to waive confidentiality for this purpose, client must inform Valbridge Property Advisors | Kansas City upon acceptance of this assignment.
10. Our standard payment policy is as follows: the balance is due upon presentation of the invoice; if payment is not made within 30 days of date due interest at the rate of 1.5% per month will be added to the principal from the due date to date payment is received, and you shall pay all expenses of collection, including court costs and attorney fees. If the client requests a draft, the fee is due upon delivery of the draft. Valbridge Property Advisors | Kansas City shall be under no obligation to continue work on an assignment that is not paid current. The fee for this appraisal is not contingent upon the valuation of the property, the funding of any loan or outcome of litigation. Any opinions we may have expressed about the outcome of your matter or case are expressions of our opinions only and do not constitute any guarantee about the outcome.

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10990 Quivira Road, Ste. 100
Overland Park, KS 66210
913.451.1451
www.valbridge.com

11. Should the assignment be terminated prior to completion, you agree to pay for time and costs incurred prior to our receipt of written notice of cancellation.
12. If this assignment includes a provision for work performed on an hourly billing basis, such work is subject to periodic adjustment to our then-current rates. Valbridge Property Advisors | Kansas City shall provide 30 days' notice to client prior to any rate increase. If client chooses not to consent to the increased rates, client may terminate Valbridge Property Advisors | Kansas City's services by written notice effective when received by Valbridge Property Advisors | Kansas City.
13. If this assignment includes a provision for work on an hourly billing basis, client acknowledges that Valbridge Property Advisors | Kansas City has not committed to any total fee amount to be incurred by client under this agreement.
14. You and Valbridge Property Advisors | Kansas City both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Kansas City and the client cannot agree on the arbitrator, the presiding head of the Kansas Association of Mediators shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Kansas City or any of its employees in connection with or in any way relating to this assignment, the maximum damages recoverable from Valbridge Property Advisors | Kansas City or its employees shall be the amount of monies actually collected by Valbridge Property Advisors | Kansas City for this assignment and under no circumstances shall any claim for consequential damages be made.
15. Valbridge Property Advisors | Kansas City shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Kansas City. "Client" shall not include partners, affiliates or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Kansas City and its employees harmless in the event of any lawsuit brought by any third party, lender, partner or part owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Kansas City harmless from and against any liability, loss, cost or expense incurred or suffered by Valbridge Property Advisors | Kansas City in such action, regardless of its outcome.
16. Distribution of this report is at the sole discretion of the client, but no third parties not listed as an intended user on the face of the appraisal or engagement letter may rely upon the contents of the appraisal. In no event shall client give a third party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
17. This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This agreement may only be modified by subsequent agreement of the parties.
18. The data gathered in the course of the Assignment (except data furnished by Client) shall remain the property of the Appraiser. The appraisal report prepared pursuant to the Agreement shall remain the property of Client. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the appraisal report and the related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.

ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS.

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Statement of Qualifications

Shaner Appraisals was founded in 1978 by Bernie Shaner, SRA, MAI. In 2009, the firm was purchased by Laird Goldsborough, MAI. In 2013, Shaner Appraisals, Inc. joined 46 firms across the country to form Valbridge Property Advisors. Valbridge currently has 78 offices nationwide. In 2021 the ownership transferred to Daniel Kann, MAI, MSRE and Jason Roos, MAI, AI-GRS who were both longstanding appraisers with the firm prior. Recently, Shaner Appraisals joined forces with two other Valbridge offices to create MidStates Valuation Services. Shaner Appraisals is now a subsidiary of MidStates Valuation and Daniel Kann and Jason Roos remain partners. All firms remain under the Valbridge Property Advisors umbrella, and we can utilize and deploy more experts across the Midwest. All member firms within Valbridge Property Advisors are individually owned and operated. The national Valbridge brain trust enables the collection of relevant data at the highest levels.

Derek Shaner, MAI is the Director of Land Valuation.

List of completed appraisals and experience

Our firm has been in business for 46 years. We also work extensively with many federal agencies, state agencies, and local governments. A partial list of agencies is included below.

- General Services Administration (GSA) – We work regularly with Regions 6 and 7 and have a five year IDIQ with GSA Disposal for Nebraska.
- 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.
- 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:

69 HWY Project, Johnson County, KS for KDOT 2022/2023

Miami County Project for KDOT 2023

Finney County Project for KDOT 2023

SWC College Blvd. & US 69, Overland Park, excess ROW for KDOT

K-7 & N. 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, 56 tracts

South Lawrence Trafficway for KDOT

ROW project in Cherokee County, Kansas for KDOT

ROW project Wabaunsee County KDOT

We were just contracted by KDOT (June 2020) for a ROW project in Chase County, Kansas

K-96/K-14 Improvement project for KDOT, 30 tracts Rice County

City of Grandview, ROW of Project, 43 Tracts – for City of Grandview in conjunction with MODOT

City of Belton, MO ROW Project, 38 Tracts – for City of Belton in conjunction with MODOT

K-7, Santa Fe to Dennis, for City of Olathe, 10 tracts

151st & Mur-Len, for City of Olathe, six tracts

K-68 Highway from Louisburg to Highway 169, 28 tracts

95th & I-35, Lenexa, 27 tracts

I-235 flyover bridge at 13th Street, Wichita, KS

South Broadway improvement at 34th Street, Wichita, KS

West Kellogg (US 54) 119th to 151st Street, Wichita, KS

I-435 and US 69 to 119th Street (RED Project), Overland Park, KS
Finney County, Kansas ROW Project, 13 Tracts (Currently working on this project)
DeKalb County, MO ROW Project (Currently working on this project)

A partial list of city right of way projects:

2023 Sewer Project – Overland Park
Brookridge Public Street Improvements, City of Overland Park
167th Street – Switzer to Antioch, City of Overland Park
Switzer Road, 151st to 159th Street, City of Overland Park
Switzer Road, 159th to 167th Street, City of Overland Park
91st Street Bike Pedestrian Trail Improvements, City of Overland Park
City of Overland Park 2020 Overland Park 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
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
Quivira Road 151st-159th, appraisal reviews, City of Overland Park
Ricci vs. City of Overland Park, six flood damaged residences in Hawthorne Valley subdivision
City Market Parking Lots, four parcels
Monitor Square storm sewers, 5 tracts
Turkey Creek Bike/Hike Trail
City of Gardner 191st Street Improvements, 6 tracts
City of KCMO, Paseo Gateway Improvements, 8 tracts
159th and Black Bob, 4 tracts
City of Lenexa, 95th and Santa Fe, 9 tracts
City of Lee’s Summit, 2nd Street Project, 5 tracts
City of Olathe, Kansas Highway 7 and Spruce, 4 tracts
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
24 Highway Road Improvement project, 87 tracts, Independence, MO
155th Street Improvements, City of Basehor, Kansas
Pedestrian Trail, City of Basehor, Kansas
Lexington Avenue and 103rd Street, City of De Soto, Kansas (Currently working on this project)

Similar projects acquisition – Allen Skeens

Overland Park, Kansas

167th Street – Switzer to Antioch, City of Overland Park
Switzer Road between 151st and 159th Street, 34 tracts acquired
159th Street between Quivira and Antioch Road, 20 tracts acquired
91st Street Bike Pedestrian Trail Improvements
Grant Street from 79th to 87th Street, 54 tracts acquired
2018 Neighborhood Road Improvement, 83 tracts acquired

95th and Quivira Road, 4 tracts acquired
Gregory Meadows, 93 tracts acquired
69 Highway from 75th to 87th Street, 53 tracts acquired
159th and Pflumm, 4 tracts acquired
Cunningham Heights, 18 tracts acquired
Antioch Road between 151st and 167th Street, 72 tracts acquired

Olathe, Kansas

K-7 from 56 Highway to Santa Fe, Road improvement project, 34 tracts
151st and Murlen, Road improvement project, 22 tracts
Lakeview Village, Sewer project, 15 tracts

Leavenworth County, Kansas

Eisenhower Road, Road improvement project, 25 tracts
McIntyre Road, Road improvement project, 49 tracts

Independence, Missouri

Rock Creek, Sewer project, 35 tracts
Sugar Creek, Sewer project, 22 tracts,
Blue Ridge Terrace, Sewer project, 33 tracts

Project Team Appraisal and Acquisition

Derek Shaner, MAI would be the project manager and primary appraiser on this project. Derek is General Certified by the states of Kansas and Missouri. He has been with the firm for 20 years. This is the type of project that Derek specializes in, which is unimproved land, condemnation, and land development appraisals. Derek was the primary appraiser in more than half of the federal appraisal projects completed by the firm, and he is the primary appraiser in much of the city and county projects that involve acquisitions. He holds certification in KDOT's Bureau of Local Projects LPA Right of Way Certification program (ROWCP) and is a member of IRWA.

Daniel Kann, MAI, MSRE would be a back up appraiser on this project if needed. He holds the MAI designation from the Appraisal Institute, a master's in real estate from the University of Denver and his undergraduate degree in Real Estate from the University of Northern Iowa. He is licensed in Missouri, Kansas, Nebraska and Iowa. He is a Senior Managing Director with our firm.

Allen Skeens would be the acquisition specialist for this project. He will be a sub-consultant for our firm. We have worked with him on many projects over the years. During his career, Mr. Skeens has worked on both federally funded and municipally funded projects and is familiar with the compliance requirements, laws, rules, and regulations as they relate to the land acquisition process.

In the event that Mr. Skeens would need a backup for acquisitions we would utilize Ben Burton with SMH Consultants.

Qualifications for Mr. Shaner, Mr. Skeens and Mr. Kann follow the proposal.

Understanding of the Project and Grain Valley

We understand that Grain Valley is growing and has approximately 16,000 residents. The project consists of approximately 50 easement parcels to be acquired. We understand that in addition to preparation of appraisals, the appraiser may be called upon to attend public meetings and help with condemnation services. We specialize in this type of project, which is unimproved land, condemnation,

and land development appraisals, and have worked extensively with most municipalities in the Kansas City MSA. Valbridge keeps a large database of comparable sales. With the volume of work we do the database has become quite large. Additionally, we access county records and our in-house database for recorded transactions. Other sources we access include CoStar, CARDS, Google maps, and market participant interviews.

METHODOLOGY AND APPROACH - APPRAISAL

- Initial conference call
- Preliminary property research
- Letters sent to property owners
- Property inspections (with owners if desired)
- Research and data gathering
- Property analysis completion
- Report preparation
- Offer letters sent out when acquisition services are involved.

The appraisal process, though at times very complex, involves three basic steps: gather, analyze, report. In the initial stage (gather) all relevant materials and information is collected from multiple sources. These may include market participants, public records, and the client (in this case the City of Grain Valley). During the second stage (analysis) the information that has been collected is digested, relevant information is studied, and a careful review of all factors affecting the outcome are completed. In the final stage (reporting) a comprehensive report is assembled. The goal of the report is to be clear, concise, and comprehensive, and to make sure that the analysis stands up to review and scrutiny. The market-based appraisals requested will be completed under applicable guidelines and regulations. Looking at the tracts to be acquired we plan to use the appropriate appraisal reporting format.

METHODOLOGY AND APPROACH – ACQUISITION

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

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 City 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.

References:

Kathrine Shade | Kansas Department of Transportation
Appraisal Supervisor
785.276.9371 | Kathrine.shade@ks.gov
Bureau of Right of Way
700 SW Harrison St, 14th Floor
Topeka, KS 66603-3754

Tim Orrick
Founder/Partner
Orrick & Erskine, LLP
11900 College Blvd., Suite 203
Overland Park, KS 66210
913-888-1777 ext 203 | timorrick@orricklawgroup.com

William R. (Bill) Maasen
Superintendent of Parks & Golf Courses
Johnson County Park and Recreation District
7900 Renner Road, Shawnee Mission, KS 66219
913-826-3437 | bill.maasen@jocogov.org

Brian Scovill, P.E.
City Engineer
Public Works | City of Leawood
140303 Overbrook Rd
Leawood, KS 66224
913.663.9134 | Brians@Leawood.org

Verify Firm Capacity

Our firm has 42 full-time real estate appraisers and analysts, including 11 MAI designated members of the Appraisal Institute. Two members of our firm are past presidents of their local appraisal chapters of the Appraisal Institute and the current Kansas City Appraisal Institute Chapter President resides in our office. We also have 11 team members to help as support staff. This enables us to take on large and complex projects.

Cost Breakdown

Our quote for this project would be \$975 a parcel for a total of \$48,750 for 50 parcels. Appraisals will be \$750/ parcel and acquisitions will be \$225/ parcel.

The hourly rate for extra services or expert witness services will be \$350/hour.

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

MEETING DATE	04/22/2024	
BILL NUMBER	R24-31	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI TO ENTER INTO A CONTRACT WITH MIDWEST POOL MANAGEMENT FOR LIFEGUARD SERVICES AT THE GRAIN VALLEY AQUATIC CENTER	
REQUESTING DEPARTMENT	Parks & Recreation	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$144,045.00
	Budget Line Item:	200-26-76050
	Balance Available:	\$134,500.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the contract with Midwest Pool Management for lifeguard services for the upcoming 2024 season.	
BACKGROUND	We have used Midwest Pool Management for pool management services since 2009. We have a proven track record of quality service with them. See Memo	
SPECIAL NOTES	This is an extension of an existing 3-year contract. See Memo	
ANALYSIS	See Memo	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION		
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution, Memorandum, Agreement/Contract with Midwest Pool Management.	

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

April 22, 2024

RESOLUTION NUMBER
R24-31

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI TO ENTER INTO A CONTRACT WITH MIDWEST POOL MANAGEMENT FOR
LIFEGUARD SERVICES AT THE GRAIN VALLEY AQUATIC CENTER**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri recognizes the importance in providing quality park and recreation amenities for residents; and

WHEREAS, the City has historically contracted for lifeguard services and general pool management; and

WHEREAS, the City of Grain Valley budgeted funds in fiscal year 2024 for these services; and

WHEREAS, the City of Grain Valley would like to enter into a contract with Midwest Pool Management for lifeguard and aquatic management services.

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

SECTION 1: The City Administrator is hereby authorized to enter into a contract with Midwest Pool Management for lifeguard services at the Grain Valley Aquatic Center.

PASSED and APPROVED, via voice vote, (____ - ____) this ____ Day of ____, 2024.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R24-31]



To: Grain Valley Mayor & Board of Aldermen
cc. Ken Murphy, City Administrator
From: Shannon Davies, Director of Parks & Recreation
Date: April 14, 2024
Subject: Grain Valley Aquatic Center – Lifeguard and General Management Services

Mayor & Board:

We would like to renew one- year of an existing 3-year contract with Midwest Pool Management (MPM) for lifeguard staffing and general management services for the Grain Valley Aquatic Center. MPM has been providing this service to the City since the 2009 season. With 15 years of experience at our facility, MPM has a proven track record of quality service to our citizens.

Why do we contract out this service versus doing it in-house? There are several reasons:

1. Part of the contracted price includes all chemicals needed to treat the pool. Because MPM is a commercial provider and manages several aquatic facilities in the area, they are able to obtain these supplies at a significantly reduced price versus the City. This also includes discounted pricing for pool safety equipment.
2. As part of the contracted price, MPM provides General, Liability and Worker's Compensation Insurance and lists the City as Additional Insured.
3. MPM also hires, trains and certifies all lifeguards. They take care of scheduling and payroll as well.
4. One of the most important reasons is shortage of staff. Since the pandemic, we have experienced problems hiring the needed lifeguards to operate the facility. This is a nationwide problem as well. MPM manages several facilities in eastern Jackson County such as Adventure Oasis in Independence, and the Odessa aquatic facility. When we experience any staffing shortage throughout the season, MPM has the ability to pull guards in from these other facilities to ensure that we are able to open our facility.

You will notice that the contracted amount is \$144,045.00. When we were working on the budget back in 2023, we did not have the contracted amount for 2024 from MPM yet. Based off of previous contract years and the per year increase that we saw for these services, we estimated the 2024 contract amount to be around \$134,500.00. The additional increase in the contracted amount is due to several factors. This includes the additional jump in Minimum Wage from 2023 to 2024, the City of Blue Springs opening their new waterpark (who we will be competing with for lifeguards), and the struggle the past three seasons to attract applicants. Also to note, Odessa and Independence are paying equivalent staffing wages.



The contracted amount quoted is “Not to Exceed,” meaning that this is the amount we would pay at the end of the pool season if we were open everyday during our normal operating hours. Every season, we experience inclement weather that causes us to open late, close early, or not open at all. Wages that are not being expended during pool closures translates to a savings to the City, which results in us not reaching the full, contracted amount.

Shannon Davies
Director of Parks & Recreation



REQUEST FOR BID
GRAIN VALLEY POOL MANAGEMENT SERVICES
CONTRACT #2024-PR

PLEASE MARK YOUR SUBMITTAL "GRAIN VALLEY AQUATIC CENTER, POOL MANAGEMENT SERVICES" AND SEND OR DELIVER IT TO:

City of Grain Valley
Attention: Shannon Davies, Parks & Recreation
713 Main Street.
Grain Valley, Missouri 64029
816-847-6231

The City reserves the right to reject any and all bid(s)/proposal(s), to waive technical defects, and to select the bid(s)/proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name Midwest Pool Management of America, LTD
12500 E US HWY 40, Suite L
Address Independence, MO 64055
City/State/Zip (816) 350-2628
Telephone # Fax # cwithrow@midwestpool.com
E-mail
Authorized Person (Print) Crissy Withrow
Signature
Title President
Date April 5, 2024 Tax ID # 37-0925897
Corporation
Entity Type

PART I

INSTRUCTIONS TO RESPONDENTS FOR POOL MANAGEMENT SERVICES AT GRAIN VALLEY AQUATIC CENTER

1. GENERAL CONDITIONS GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS City of Grain Valley, MO

1.1 **EXCLUSIVE CONTRACT:** The City will award an exclusive Agreement to Contractor for the right to manage and operate the facility. No joint or subcontracts will be considered. The contract is valid for the 2024 season with up to one(1) renewal for the 2025 season. The City reserves the right to terminate the contract for any reason with a 30-day written notice. The City also reserves the right, by the Agreement, to cancel any part or all of the same for failure by the Contractor to follow terms of said Agreement.

1.2 **PERFORMANCE BOND:** A performance bond or an irrevocable letter of credit of 100% of the guaranteed amounts of the bid will be required prior to signing of the Agreement.

1.4 **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.

1.5 **DEFINITIONS AS USED HEREIN:**

- a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
- b. The term "respondent" means the person, firm, bidder, proposer or corporation who submits a formal sealed proposal.
- c. The term "City" means City of Grain Valley, MO.
- d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
- e. The term "contractor" means the respondent awarded a contract under this proposal.

1.6 **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent will become a part of any contract award as a result of this solicitation.

1.7 **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 713 Main Street Grain Valley, MO 64029, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

1.8 **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with the contract number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

1.9 **SUBMISSION OF PROPOSAL:** Proposal is to be sealed and submitted to the City of Grain Valley, 713 Main Street Grain Valley, MO 64029.

1.10 **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.

1.11 Proposal may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

1.12 **BONDS:** When a Bond is required it 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).

1.13 **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.

1.14 **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

(a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

(b) **TERMINATION FOR CAUSE**

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

1.15 **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

1.16 **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

1.17 **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

1.18 **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

1.19 **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

1.20 **HOLD HARMLESS:** The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

1.21 **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

1.22 **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

1.23 **DOMESTIC PRODUCTS**

The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5).

1.24 **CONFLICTS:** No salaried officer or employee of the City, and no member of the Board of Aldermen 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.

1.25 **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by 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.

2 BASIC SERVICES

5.1 Operation of and Maintenance of Pool. Contractor shall provide for the operation of the pool for "Open Swim" from the Saturday before Memorial Day through Labor Day During the following hours.

Sunday thru Saturday

12:00 p.m. – 6:00 p.m.

Upon commencement of the local school year in August until Labor Day, the hours of operation for "Open Swim" shall be on Saturdays and Sunday only, from 12:00 p.m. – 6:00 p.m. each day.

The Contractor shall be responsible for opening and closing the pool at the beginning and end of the swimming season respectively, as herein specified, or as extended by mutual agreement between the Contractor and the City, and shall perform and furnish the following services:

5.1(a) Spring Opening

Access to the facility for this preparation work is to be coordinated with the Director of Parks & Recreation.

1. Set up and prepare for usage all moveable equipment, including tables, chairs, loungers, lifeguard chairs, diving boards, etc.
2. Clean, inspect and prepare vacuuming equipment.
3. Inspect and prepare all hoses.
4. Check and clean all gutters and drains, including gutter covers.
5. Drain and acid wash pools.
6. Secure all grates.
7. Fill pool.
8. Check diving boards, place lifeguard chairs, clean and place furniture.
9. Check and test equipment, i.e. chemical feeder, etc. and report status to City.
10. Check all pumps and motors to the attractions: SCS, slides, spray features, etc.
11. Clean pool area within the pool enclosure.
12. Remove and store all plugs from plumbing.
13. Re-circulate water through filtration system.
14. Furnish, store, and inject necessary chemicals for operation of the pools.
15. Backwash filters and check for any defects.
16. Have pool ready for operation at least ten (10) days before opening day.
17. Report to City all operation deficiencies.
18. Be responsible for checking out and handling of facility keys to staff.
19. Other items as assigned by the City.

5.1(b) Operation of the Aquatic Center

Contractor will use reasonable care and diligence to provide the following services for the actual operation of the Aquatic Center.

1. Complete a daily documented, (written) safety check of entire complex, including the leisure attractions, i.e. slide, diving boards.
2. Check and test all safety equipment.
3. Clean the entire complex prior to operational hours, including: restrooms/showers, all areas within the fencing, and the premises within twenty-five (25) feet of facility entrance. Keep in a clean and orderly condition by the proper collection of waste, garbage, and all other debris.
4. Enforce all rules and regulations stipulated by the City, suggest and advise as to additional rules and regulations of the operation of the pool.
5. Maintain tests and records as required by State, Jackson County and City and meet all requirements for such.
6. Maintain any additional records as reasonably required by the City.
7. Furnish and supply first aid kits adequate to the size and operation of the Aquatic Center. In addition to office kit, each guard should be equipped with a first aid kit to include: a pocket mask with a one-way valve, and a bodily fluid exposure kit.

8. Maintain and operate the filter equipment in accordance with health department requirements.
9. Vacuum pools. Pools will be vacuumed daily before the public enters the pool for programs or open swimming. Pool will be vacuumed *entirely*, a minimum of one time a week.
10. Backwash filter systems as required. Back washing has to be concluded before or after public hours.
11. Work with the City in handling complaints users may have, reporting all complaints to the City.
12. Contractor will clean the impellers, hair and lint pots on all pumps for the attractions in the pool on a regular basis.
13. Contractor will retain a record of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication will be kept in the concessions building for the contracted managers and City staff to review on a daily basis.

5.1(c) Fall Closing/Winterizing.

At the end of the swimming season, as herein specified or as extended by mutual agreement between the parties, Contractor will winterize and close the pool and perform and furnish the following services:

1. Drain and winterize all drinking fountains.
2. Inspect pumps and motors and notify City of any malfunctioning equipment.
3. Remove and store movable equipment.
4. Drain and store all hoses.
5. Drain filtration system.
6. Install all plugs in plumbing.
7. Backwash filters and check for any defects. Clean elements, check for any defects.
8. Drain and re-lubricate all chemicals feeders.
9. Leave all valves at appropriate feeders.
10. Store all equipment.
11. Inspect all pool machinery and equipment and list parts required for next season's operation to the City.
12. Check all pool plumbing and electrical, notify the City of any problems.
13. Clean restrooms/showers, deck area, storage areas, etc.
14. Drain all restroom/shower plumbing and prepare with anti-freeze wherever necessary.
15. Drain all plumbing, removing any debris.
16. Drain appropriate pools.
17. Remove hair and debris from pool pumps and deck grates.
18. Winter inspections are to be made periodically and turned into the City.

Contractor shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in a year-end written report. At the City's request, the Contractor shall provide specification and/or costs for the repairs and/or replacement and present to the City. Contractor shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations. The City will be responsible for signs being made. Contractor will furnish a year-end report to be turned in to the City by October 31, of each year of the contract. Report to include recommended repairs for next year, recommendation of capital items for next 2-5 years, suggestions for operation and equipment.

- 5.2 Maintenance and Replacement of City-Owned Equipment.** Contractor shall perform minor adjustments and maintenance to the equipment as part of this management contract, provided that the City approves prior to execution. City shall pay for the cost of parts and materials. All other repairs and replacement of equipment needed to continue the operation of the Aquatic Center and

to maintain health and safety standards shall also be performed by the Contractor at the City's discretion and expense; Contractor must receive written approval from the City for major repairs (over \$50) prior to the performance of such repairs. The City will be responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including horticulture, except policing for trash, waste, garbage, and other debris.

Contractor will be responsible for the care of City property used for the operation of the Aquatic Center. Said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected. The Contractor will try to prevent losses and damages to City-owned property during hours of operation and will be held accountable for the those losses and damages to buildings and City-owned property due to theft or abuse during the hours of operation of the Aquatic Complex.

Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation. If not reported, Contractor will be responsible for damages.

- 5.3 **Personnel.** The Contractor shall furnish sufficient personnel for the operation of a safe and sanitary Aquatic Center. All lifeguards will hold a minimum qualification of an advanced lifeguard certificate from either Red Cross, Ellis or Starguard, and preferably be at least 16 years of age. Said personnel will be furnished so as to operate the Aquatic Center in the safest manner possible and in the best interest of the City. The City reserves the right to approve or disapprove any proposed staffing schedule. All personnel must be uniformly identified at all times.

All personnel employed by the Contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees for the Contractor and not the City. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The City shall have the right to request replacement of any of the Contractor's Employees whose conduct, character or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within seven (7) days.

The Contractor shall give Grain Valley residents and Grain Valley School District students first priority when hiring for all positions. The Contractor will provide the City a copy of their minority recruitment program. The Contractor shall provide to the City applications for distribution at the Grain Valley Community Center, 713 Main Street, Grain Valley, MO 64029. The Contractor shall provide to the City a final, complete list of employees, ten (10) days prior to the beginning of the season. This list shall include the names, addresses, and phone numbers of each employee.

5.4 **Staffing Levels/ Hours of Operation.**

Contractor shall provide appropriate lifeguard staffing levels during Open Swim hours (12pm-6pm), Sunday through Saturday beginning the Saturday before Memorial Day through Labor Day Monday. See Exhibit A for required minimum Lifeguard Staffing Levels for Open Swim.

Contractor shall provide cost to furnish lifeguard services for activities outside the normal Open Swim hours for Supplemental Programming within the Aquatic Center. The City has the option to contract services for additional aquatic programs, special events, rentals, etc. These services will be billed supplemental to the not-to-exceed salary budget. See Exhibit A for required minimum Lifeguard Staffing Levels for Supplemental Programming.

Additional aquatic programs, special events, rentals, etc. (Supplemental Programming) include:

Swim Lessons: 4 Sessions (early June-early August). Each Session has 8 Classes (Mon.-Thur.) within a 2-week timeframe. There are four separate, 30-minute class times each Session (10:30-11am, 11:15-11:45am, 6:15-6:45pm, 7-7:30pm)

Private Pool Rentals: The pool shall be available for private rentals on Fridays (6:30-8:30pm), Saturdays (9:30-11:30am & 6:30-8:30pm), Sundays (6:30-8:30pm) throughout the entire pool operating season. Once evening swim lessons conclude in early August, the City reserves the right to offer the remaining weeknights (Mon.-Thur.) for additional private pool rental opportunities.

Rentals become available the first Friday after Memorial Day Weekend thru the Sunday before Labor Day.

Dog Paddle Day: Dog swim only. Held the day after Labor Day (last day of pool season), 6-8pm.

The City of Grain Valley reserves the right to add additional and/or cancel existing aquatic programs, special events, rentals, etc. Any and all additions/cancellations must be agreed upon in advance between both the City of Grain Valley and the Contractor.

The Contractor shall have the authority to close the Aquatic Center during inclement weather (heavy rain, thunder or lightning) as well as mechanical failures and/or chemical imbalance and shall be prepared to reopen when weather permits or any mechanical failure/chemical imbalance issues become resolved.

The Contractor shall have personnel available seven (7) days per week, twenty-four (24) hours per day to attend to any facility problems that may arise. If the facility is to be closed to the public for cool and/or rainy weather (below 70 degrees) for the day or a portion of the day, there must be a mutual agreement by the Contractor and the City.

5.5 Operational Supplies/Utilities. Contractor shall furnish all chemicals and first aid supplies as specified, for the pool operation during the season. City shall provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaner, light bulbs) for the facility. City shall furnish water, telephone, electricity, gas and pay for the same. City shall provide sets of keys for lock that access the pool, restrooms/showers and equipment areas.

5.6 Additional Services. Contractor agrees to discuss with City opportunities to implement new programs and special events and provide staffing and add additional costs to City for such. These additional services would be billed as supplemental to the not-to-exceed salary budget.

5.7 Contractor Audits. Contractor shall arrange for, and include cost in management bid, internal audits conducted by the Contractor during the course of the summer. Contractor shall provide City with documented results of each audit.

5.8 The City will furnish all cashier/gate and concessions personnel with the option to hire Contractor staff for swim lessons and water aerobics instruction.

4 SWIMMING SEASON

6.1 Swimming Season. Each and every swimming season during the term of this Agreement shall commence on the Saturday before Memorial Day and close on Labor Day thereafter unless City and Contractor agree to extend past Labor Day for special events.

6.2 Hours of Operation. From the Saturday before Memorial Day until commencement of the local public school district session, the hours of operation shall be from 12:00pm to 6:00pm Sunday thru Saturday. Upon commencement of the local public school year until Labor Day, the hours of operation shall be on Saturdays and Sundays only from 12:00pm to 6:00pm each day.

5 INSURANCE

7.1 General. The Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with, the performance of the

work hereunder by the Contractor, his/her agents, representative, employees or subcontractors, for the duration of the contract. The cost of such insurance shall be included in the Contractor's bid.

The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this Section 7, and such insurance has been approved by the City. The Contractor shall not permit any subcontractor or employee to commence work in relation to the Agreement until insurance required of the Contractor has been so obtained and approved by the City. An *original* Certificate of Insurance for the company for record must be furnished to the City prior to any work being done on the facility or opening to the public, and contain the following statement "*The City of Grain Valley is named as an additional insured*" during the term of the Agreement. The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in Section 7.2 through 7.5. This requirement of insurance does not limit the Contractor's liability under the Agreement, in any manner.

7.2 Worker's Compensation Insurance. The Contractor shall procure and maintain during the term of the Agreement, Workers' Compensation Insurance for all of its employees whom perform work under the Agreement, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all such employees. All such employees shall be covered by the protection afford by the Contractor's Workers' Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause such subcontractor to provide adequate Employer's Liability Insurance for the protection of its employees not otherwise protected.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City. In full Compliance with the Workmen's Compensation Act of the State of Missouri and Employer's Liability coverage, the minimum amount of insurance shall be \$500,000.

7.3 Comprehensive General Liability Insurance. The Contractor shall carry public liability and property damage insurance which shall include bodily injury and accidental death to a person. The policy will include protection for employees and patrons subject to the minimum limits set forth below:

Liability \$2 million (\$1 mil excess liability)
Aggregate \$3 Million (\$2 mil general and \$1 mil excess)

The policy will include protection for the following hazards:

- A. Premises and Operation
- B. Independent Contractor's Coverage
- C. Products and Completed Operation Liability Coverage to
apply one year beyond completion and acceptance of the work specified by this
contract.
- D. Personal Injury Liability
- E. Broad form Property Damage
- F. Contractual Liability

7.4 Comprehensive Automobile Liability Insurance

- A. The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in amounts not less than the limits set forth below:

Bodily Injury, Including Death:	\$1,000,000 each person, \$3,000,000 each occurrence
Property Damage:	\$3,000,000 each accident

7.5 Satisfactory Coverage. The insurance which the Contractor is required to obtain and maintain pursuant to the Section 5 Bid Specification shall be written by a company or

companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurer with a Best's rating of no less than A: The Contractor shall not allow any policies to be canceled or permit the policies to lapse during the contracted period.

6 INDEMNIFICATION

Contractor shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claims arising out of Contractor's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, contractors, or licensees. Notwithstanding the foregoing, Contractor's indemnity obligations are limited solely to the extent directly caused by Contractor's fault or negligence.

7 LICENSES AND PERMITS

The Contractor shall be responsible for obtaining and paying the cost of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Grain Valley) necessary for the operation of the facility provided; however, the Contractor shall not be responsible for obtaining a use permit.

- A. Contractor shall follow the City of Grain Valley's Municipal Code section 500.075 for contractor licensing. Qualified Contractors must hold all necessary Master trade certifications (if applicable) prior to the start of work.
- B. The awarded Contractor shall obtain a City of Grain Valley Business License within ten (10) calendar days of the date of the notification of award.
- C. The awarded Contractor shall obtain all City of Grain Valley permits applicable to the work.

8 HEALTH AND SAFETY STANDARDS

The Contractor shall meet all Health and Safety Regulation set forth by Ordinance of the City of Grain Valley and Jackson County. The Aquatic Center will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Grain Valley, Jackson County, and the operation shall be in accordance with all the rules and regulations of the Health Department of Jackson County and the State of Missouri. The Contractor shall have no authority or responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act.

9 CONTRACTOR'S BOOKS REPORTING AND RECORDS

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect daily usage, financial data, chemical levels, injuries, staff dialogue of daily occurrences, maintenance information, and all necessary data to properly manage the facility. Contractor shall provide City a bi-weekly report that reflects Contractor staffing hours worked and wages paid for the previous 2-weeks. This includes labor for both Open Swim and all Supplemental Programming.

10 MANAGEMENT FEE

10.1 Contractor will provide materials and professional services as Outlined in Article 5 and listed below for the operation of the Aquatic Center for the City of Grain Valley. The following items are included in the management fee and will be provided by Contractor:

- a) Pre-season Opening and Post-season Closing costs.
- b) Cost of insurance for the contract
- c) All necessary chemicals to keep the water balanced (to include but not limited to: liquid chlorine, muriatic acid, sodium bicarbonate, calcium chloride flake, cyanuric acid, soda ash)
- d) Safety equipment for safe handling of chemicals
- e) Water testing kit and supplemental reagents
- f) Additional lifesaving equipment not already provided by City (as follows: first aid supplies, blood borne pathogens kits, portable oxygen tank, bag valve mask, suction device, resuscitation masks, personal protective equipment for staff, 2 shade umbrellas for lifeguard break area). This does not include backboard, rescue tubes, or other non-consumable safety supplies.
- g) One (1) independent third party audit during the season
- h) Minor maintenance supplies, tools and office supplies
- i) Costs for labor and materials for seasonal opening and closing of the facility (replacement parts will be invoiced to the City)
- j) Costs for District Manager Supervision
- k) Administrative Costs
- l) Cost of performance bond
- m) Overhead and profit

10.2 Management fee to cover total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, third party professional audits and other incidental costs as outlined in the agreement.

10.3 Part I represents the monthly invoice schedule for the Management Fee and includes the not-to-exceed salary budget for 2024.

10.4 Part II represents the not-to-exceed Salary Budget for 2024.

BIDDER'S DECLARATION

Signature of bidder indicates that he/she has examined the information and conditions surrounding the operation of the Grain Valley Aquatic center and is familiar with requirements as to the equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Bid Proposal to ascertain that no mistake or error is contained in the Bid Proposal; and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.



Signature of Bidder

4/5/24

Date

PART II

BID PROPOSAL FORM – “MANAGEMENT FEE”

Management fee to cover total costs for pre-season opening and post-season closing procedures, chemicals to operate facility throughout the season, insurance, administrative fees, overhead, profit, third party professional audits and any other incidental costs not covered in the salary portion as outlined in Section 13.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the Grain Valley Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified.

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base bid “Management Fee.”

	<u>2024</u>
Due upon signing contract	<u>\$ 5,600</u>
May 15	<u>11,400</u>
June 15	<u>11,400</u>
July 15	<u>11,400</u>
August 15	<u>11,400</u>
Final Payment	<u>5,450</u>
Total Management Fee Bid	<u>\$ 56,650</u>

Accompanying this bid is a Bid Bond in the amount of \$ N/A representing approximately 5% of the bid price made payable without condition to the City of Grain Valley and it is agreed that the bid security shall be retained as liquidated damages for the delay and extra expense caused to the City of Grain Valley if the undersigned fails to execute the contract and furnish the bond required by the contract documents.

Taxes. The Contract amount as stated above includes all sales taxes, excise taxes, and other taxes for all materials and appliances subject to and upon which taxes are levies.

Dated this 5th day of April, 2024.

BID PROPOSAL OF Midwest Pool Management of America, LTD
(Agency)

UNDER THE LAWS OF THE STATE OF Illinois

A PARTNERSHIP CONSISTING OF *

AN INDIVIDUAL TRADING AS *

A JOINT VENTURE CONSISTING OF * Corporation

*Insert Corporation(s), Partnership(s), or Individual as applicable.

PART III

BID PROPOSAL FORM – “SALARY BUDGET”

Salary Budget is based on actual hours of operation and staffing levels. This includes recreational programming and special, aquatic center events including “Open Swim” as outlined in Section 5.4.

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to the Grain Valley Aquatic Center hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, and expendable equipment necessary to operate the Aquatic Center in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified.

MAXIMUM SALARY

2024

Maximum Base Salary for Season \$ 87,395

SALARIES FOR RECREATION PROGRAMS/SPECIAL EVENTS

Contractor shall provide cost to furnish staff (lifeguards and managers) for other activities, i.e. swim lessons, water aerobics, private rentals, and special events when the facility would otherwise be closed to the general public.

Manager \$ 23.03 per hour

Assistant Manager \$ 21.82 per hour

Lifeguard \$ 19.39 per hour

PART IV

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address)

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

PROJECT

Date:

Amount:

Description (Name and Location):

BOND

Date:

Amount:

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

**BIDDER AS PRINCIPAL
Company: (Corp. Seal)**

**SURETY
Company: (Corp. Seal)**

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____
(attach certified Power of Attorney)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY

OF _____

_____ Crissy Withrow _____ being first duly sworn, deposes and says that he/she is

_____ President _____

_____ Title of Person Signing _____

_____ Midwest Pool Management of America, LTD _____

_____ Name of Bidder _____

that all statements made and facts set out in the proposal for the above service/project are true and correct; and the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above service/project.

BY  _____

BY _____

BY _____

SWORN to me before this 5th day of April 2024.

Notary Public My Commission Expires: 11/2/26 Stephanie Marie Bainbridge



STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Bidder Name(s): Crissy Withrow Office/Title: President
 Midwest Pool Management of
 Company Name: America, LTD Status: Individual Partnership Corporation
 Phone Number: (816) 350-2628 FAX: _____ Email: cwithrow@midwestpool.com

2. Permanent Main Office Address: 156 Weldon Parkway, Maryland Heights, MO 63043
12500 E US HWY 40, Suite L, Independence, MO 64055

3. When Organized: 1972

4. Incorporated under the laws of the State: Illinois. Licensed to do business in Missouri: Yes No

5. Number of years in business: 52. If not under present firm name, list previous firm names and types of organizations:

6. Concurrent Contracts (complete the following schedule):

Service/Project Address	Owner	Owner's Representative	Contract Amount	Percent Completed
<u>City of Independence</u>				
<u>City of Kansas City, MO</u>				
<u>City of Cameron</u>				
<u>City of Pleasant Hill</u>				
<u>City of Odessa</u>				

7. General character of work performed by your company: Swimming Pool Management

8. Have you ever failed to complete any work awarded to you? Yes No If so, where and why?

9. Have you ever defaulted on a contract? Yes No If so, where and why?

10. The following are the more important services/projects completed in the last five(5) years:

City of Independence

City of Kansas City, MO

City of Cameron

City of Pleasant Hill

City of Odessa

11. Other experience qualifying you for this service/project: _____

12. Bank references: Enterprise Bank and Trust

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? Yes No

14. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Bidders Qualifications.



Signature of Bidder

Crissy Withrow

Printed Name of Bidder

Title: President

Dated at this 5th day of April, 2024

CERTIFICATION OF NON-SEGREGATION

By submission of this bid, I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause of this contract. As used in this classification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage areas or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications for proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors.



Signature of Bidder

Crissy Withrow

Printed Name of Bidder

Title: President

Dated at this 5th day of April, 2024.

Exhibit A

The following are the required minimum staffing levels (lifeguards) to be provided by Contractor to City at the Grain Valley Aquatic Center for the 2024 season.

Open Swim

Manager = 1

Lifeguard = 5

Swim Lessons

Manager = 1

Lifeguard = 2

Water Fitness

Manager = 1

Lifeguard = 1

Private Rentals

**30 patrons or less: Manager = 1
 Lifeguard = 2**

**30-75 patrons: Manager = 1
 Lifeguard = 3**

**75-150 patrons: Manager = 1
 Lifeguard = 4**

**150+ patrons (subject to adjustment upon agreement by both City and Contractor):
 Manager = 1
 Lifeguards = 5**

Dog Swim

Manager = 1

Lifeguard = 4

PROPOSAL CHECKLIST

- _____ Signed Proposal
- _____ Evidence of Insurance
- _____ Evidence of Required Licenses/Certificates/Permits
- _____ Completed Bid Proposal (Management Fee)
- _____ Completed Bid Proposal (Salary Budget)
- _____ Completed Bid Bond
- _____ Signed Anti-Collusion Statement
- _____ Completed Statement of Bidder's Qualifications
- _____ Signed Certification of Non-Segregation
- _____ Addendum (if applicable)

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

MEETING DATE	04/22/2024	
BILL NUMBER	R24-32	
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 UTILITY SERVICE COMPANY, INC. TO PROVIDE MAINTENANCE FOR CITY OWNED WATER TANKS AND TOWER	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$52,973.11
	Budget Line Item:	600-60-72000
	Balance Available	\$53,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To maintain safe and clean drinking water by providing maintenance and cleaning for the city owned water storage facilities.	
BACKGROUND	Utility Service Company, Inc. inspects water tanks and towers and recommends repairs, as needed. This includes changing light bulbs, fix/replace vent screens and other misc. work during the annual visits.	
SPECIAL NOTES	On the schedule this year, ground storage 1 will get an exterior inspection. Ground storage 2 will get a washout and inspection. Tyler Road water tower will get an interior paint job.	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	

BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Agreement Letter, Service Schedule, Original Tyer Road Tank Contract, Bolted Tank Contract, Ground Storage Tank Contract and Utility Services Brochure, References

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

April 22, 2024

RESOLUTION NUMBER
R24-32

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT
WITH UTILITY SERVICE COMPANY, INC. TO PROVIDE MAINTENANCE FOR CITY OWNED
WATER TANKS AND TOWER**

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 2024 budget which appropriated funds for the water storage tank maintenance program and water tank rehab services on November 27, 2023 via Bill 23-34; and

WHEREAS, the recommendation is in accordance with the adopted purchasing policy and the approved budget for water storage tank maintenance program; and

WHEREAS, upon execution of this agreement the City of Grain Valley will receive the services provided in the agreement with Utility Service Company, Inc.

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 Utility Service Company, Inc. to provide maintenance for city owned water towers.

PASSED and APPROVED, via voice vote, (____ - ____) this ____ Day of ____, 2024.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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December 18, 2023

Stefanie Ambrose
City Of Grain Valley
711 Main
Grain Valley, MO 64029

Dear Stefanie Ambrose:

The purpose of this letter is to provide you with projected costs for your upcoming fiscal year. THIS IS NOT AN INVOICE. The respective invoice(s) for our services will be provided in accordance with your maintenance contract(s). While it is unlikely, in the event of significant unforeseen circumstances, the actual amount of the invoice(s) may differ from the projected fees mentioned herein. We have recently experienced unprecedented inflationary pressures but are committed to providing you with the most accurate information currently available so you can budget accordingly. Please note that all applicable taxes are the responsibility of the owner and are in addition to these stated fees.

Our maintenance program provides you with peace of mind that your asset(s) will be regularly and systematically maintained as outlined in your maintenance contract(s). We deliver these services in a cost-effective manner to provide value to you and your community. We appreciate your continued trust in the maintenance of your water asset(s), and we strive to consistently deliver exceptional customer service.

Asset Name	Asset Type	Fee	Effective From	Effective To
Tank 1 Ground Storage Tank - 112393	500,000 Ground Storage	\$16,389.40	01-JAN-24	31-DEC-24
Tyer Tower - 116418	500,000 Hydropillar	\$32,792.33	01-JAN-24	31-DEC-24
Bolted Ground Storage Tank - 116419	750,000 Ground Storage	\$3,791.38	01-JAN-24	31-DEC-24

Thank you very much for your business, if you have any questions please contact Customer Service at 800-942-0722 or at carolyn.griner@usgwater.com

Sincerely,

Carolyn Griner
Customer Account Specialist



USG is proud to celebrate our 60th Anniversary. Thank you for your support in helping us reach this milestone! Scan our QR code to watch our special anniversary video. We look forward to serving you in the future.

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Our Storage Tank Asset Management Program means... no more surprises!

Utility
Service
Group



FULL SERVICE ASSET MANAGEMENT PROGRAM

DELIVERING PEACE OF MIND

Utility Service Group is the largest tank service firm in the United States. We created the Full Service Asset Management Program over 20 years ago to provide tank owners with comprehensive sustainable solutions to manage storage tank assets.

VALUE OF UTILITY SERVICE GROUP FULL SERVICE TANK ASSET MANAGEMENT PROGRAM:

- GASB 34 compliance
- Comprehensive, sustainable asset management program
- Renewable each year at tank owner's option
- Covers all aspects of tank asset management including engineering services and renovations
- Extend tank service life
- Flat annual fee eliminates unplanned expenditures
- Transfer rehabilitation risk



UTILITY SERVICE GROUP

Utility Service Co., Inc. has proudly served the potable and industrial water industries for over 50 years.

Today's Utility Service Group provides comprehensive condition assessments, rehabilitation services and sustainable asset management solutions throughout the whole water cycle. Our comprehensive portfolio of innovative sustainable technologies and custom designed professional asset management services allow a holistic approach to optimizing water production and distribution systems.

FULL SERVICE ASSET MANAGEMENT PROGRAM



UTILITY SERVICE GROUP FULL SERVICE TANK ASSET MANAGEMENT PROGRAM INCLUDES:

- Annual tank inspections with detailed reports - safety, sanitation, structure, security and coatings
- Evaluation and planning for short and long term maintenance needs
- Interior chemical cleaning and disinfection typically every two years
- Preventative maintenance to performed rehabilitation
- All future interior and exterior coatings
- Artwork and logo design and application
- Standby emergency services for immediate on call responses



UTILITY SERVICE GROUP
1230 Peachtree Street NE
Suite 1100 - Promenade
Atlanta, Georgia 30309
Phone 855.526.4413
utilityservice.com

CITY OF GRAIN VALLEY, MO

Project	Tank Name	Tank Information	Task Name	Start Date	Sr Status
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	INTERIOR PAINT	5/9/2005	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	EXTERIOR PAINT	5/9/2005	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	5/10/2005	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	3/30/2006	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	8/23/2007	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	MPPWE	11/11/2007	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	8/22/2008	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	10/21/2009	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	3/26/2010	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	6/30/2011	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	POWERWASH EXTERIOR	9/9/2011	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	4/9/2012	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	REPAIR	10/24/2013	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	10/24/2013	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	6/10/2014	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	5/1/2015	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	EXTERIOR PAINT	5/11/2015	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	2016	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2017	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2018	Closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	INTERIOR PAINT	1/1/2019	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2019	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2020	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2021	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2022	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	WASHOUT	1/1/2023	closed
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	VISUAL	1/1/2024	open
112393	TANK 1 GROUND STORAGE TANK	500,000 GST	EXTERIOR PAINT	1/1/2025	Future
116418	TYER TOWER	500,000 HYDROPIILLAR	EXTERIOR PAINT	10/30/2007	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	11/2/2007	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	INTERIOR/DRY INTERIOR PAINT	6/1/2008	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	6/5/2008	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WARRANTY	2/16/2009	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	8/6/2009	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WASHOUT	11/1/2010	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	5/12/2011	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WASHOUT	5/29/2012	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	10/24/2013	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WASHOUT	6/10/2014	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	5/1/2015	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WASHOUT	2016	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	EXTERIOR PAINT	1/1/2017	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WASHOUT	1/1/2017	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	1/1/2018	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	WASHOUT	1/1/2019	closed
116418	TYER TOWER	500,000 HYDROPIILLAR	VISUAL	1/1/2020	closed
116418	TYER TOWER	500,000 HYDROPIILLAR	washout	1/1/2021	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	Visual	1/1/2022	Closed
116418	TYER TOWER	500,000 HYDROPIILLAR	Interior Paint	1/1/2024	Open
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	9/13/2007	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	8/22/2008	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	11/18/2009	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	3/26/2010	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	5/12/2011	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	4/9/2012	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	10/10/2013	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	6/10/2014	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	11/13/2015	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	2016	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	1/1/2017	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	1/1/2018	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	1/1/2019	closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	VISUAL	1/1/2020	closed

CITY OF GRAIN VALLEY, MO

116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	WASHOUT	1/1/2021	closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	Washout/Leak Repair	1/1/2022	Closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	Visual	1/1/2023	closed
116419	BOLTED GROUND STORAGE TANK	774,000 BOLTED GST	Washout	1/1/2024	open

Customer Name	Address1	Address2	City	State	County	Zip Code	First Name	Last Name
BATES COUNTY PWSD #3, MO	RURAL ROUTE 1 BOX 76		BUTLER	MO	BATES	64730	IVAN	DODDS
BURLINGTON JUNCTION, MO	P O BOX 50		BURLINGTON JUNCTION	MO	NODAWAY	64428	ANGIE	LIGHTNER
CALDWELL COUNTY PWSD 3, MO	12121 SE HWY 116		BRAYMER	MO	CALDWELL	64624	DAVID	BETHEL
CALDWELL COUNTY PWSD 3, MO	12121 SE HWY 116		BRAYMER	MO	CALDWELL	64624	SAMMY	WATSON
CARROLLTON MUNICIPAL UTILITIES, MO	P O BOX 460		CARROLLTON	MO	CARROLL	64633	HOWARD	DAVIS
CARROLLTON MUNICIPAL UTILITIES, MO	P O BOX 460		CARROLLTON	MO	CARROLL	64633	JAMES	PAUL
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	CHUCK	NUFE
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	SUSAN	WENDLETON
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	BOB	WILLIAMS
CARTHAGE WATER & ELECTRIC PLANT, MO	627 W. CENTENNIAL AVE.	P O BOX 611	CARTHAGE	MO	JASPER	64836	TOM	PITTMAN
CASS COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	807 EAST 187TH STREET	P O BOX 323	BELTON	MO	CASS	64012	KELLY	YOCUM
CHARITON COUNTY PWSD 2, MO	17081 HIGHWAY 24		BRUNSWICK	MO	CHARITON	65236-0000	ROBERT	KESTLER-RET 2014
CITY OF ADRIAN, MO	P O BOX 246		ADRIAN	MO	BATES	64720	TOM	WILLIAMS
CITY OF ADRIAN, MO	P O BOX 246		ADRIAN	MO	BATES	64720	MARK	GRIFFITH
CITY OF ALBANY, MO	106 EAST CLAY STREET		ALBANY	MO	GENRTY	64402	DEREK	BROWN
CITY OF ALBANY, MO	106 EAST CLAY STREET		ALBANY	MO	GENRTY	64402	KEVIN	RICHARDSON
CITY OF ALMA, MO	205 SOUTH COUNTY ROAD	P O BOX 229	ALMA	MO	LAFAYETTE	64001	KAY	FIENE
CITY OF ARCHIE, MO	P O BOX 346		ARCHIE	MO	CASS	64725	LYLE	BAKER
CITY OF ARMSTRONG, MO	P O BOX 129		ARMSTRONG	MO	HOWARD	65230	TESS	HAYES
CITY OF BETHANY, MO	206 NORTH 16TH STREET		BETHANY	MO	HARRISON	64424	GEORGE	HULET
CITY OF BETHANY, MO	206 NORTH 16TH STREET		BETHANY	MO	HARRISON	64424	JAN	HAGLER
CITY OF BLUE SPRINGS, MO	903 WEST MAIN STREET		BLUE SPRINGS	MO	JACKSON	64015	JEFF	MOCK
CITY OF BOONVILLE, MO	401 MAIN STREET		BOONVILLE	MO	COOPER	65233-1567	MARY	MCALLISTER
CITY OF BOONVILLE, MO	401 MAIN STREET		BOONVILLE	MO	COOPER	65233-1567	M L	CAUTHON
CITY OF BOONVILLE, MO	401 MAIN STREET		BOONVILLE	MO	COOPER	65233-1567	TODD	BASLEE
CITY OF BRANSON, MO	110 W MADDUX ST STE 200	ATTN ACCOUNTS PAYABLE	BRANSON	MO	TANEY	65616	TAD	HOUSTON
CITY OF BRANSON, MO	110 W MADDUX ST STE 200	ATTN ACCOUNTS PAYABLE	BRANSON	MO	TANEY	65616	ERROL	CORDELL
CITY OF BROOKFIELD, MO	116 WEST BROOKS STREET	P O BOX 328	BROOKFIELD	MO	LINN	64628-0328	AL	SCHNEIDER
CITY OF BROOKFIELD, MO	116 WEST BROOKS STREET	P O BOX 328	BROOKFIELD	MO	LINN	64628-0328	DARREL	WILLIAMS
CITY OF BUCKLIN, MO	P O BOX 76		BUCKLIN	MO	LINN	64631	JOHN	WRIGHT
CITY OF BUTTERFIELD, MO	P O BOX 235		CASSVILLE	MO	BARRY	65625	GEORGIA	WENELL
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	MARK	GAUGH
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	PAUL	REINHART
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	PHIL	LAMMERS
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	GARY	WHORTON
CITY OF CAMERON, MO	205 NORTH MAIN STREET		CAMERON	MO	CLINTON	64429	GARY	WHORTON
CITY OF CARL JUNCTION, MO	800 E PENNELL	P O BOX 447	CARL JUNCTION	MO	JASPER	64834-0000	STEVE	LAWVER
CITY OF CARL JUNCTION, MO	800 E PENNELL	P O BOX 447	CARL JUNCTION	MO	JASPER	64834-0000	JIM	CHALIGO
CITY OF CARTERVILLE, MO	1200 EAST 1ST STREET		CARTERVILLE	MO	JASPER	64835	DEBBIE	CORNELL

CITY OF CARUTHERSVILLE, MO	200 WEST THIRD		CARUTHERSVILLE	MO	PEMISCOT	63830	MELINDA	SCIFRES
CITY OF CARUTHERSVILLE, MO	200 WEST THIRD		CARUTHERSVILLE	MO	PEMISCOT	63830	DIANE	SAYRE
CITY OF CASSVILLE, MO	300 SOUTH MAIN STREET		CASSVILLE	MO	BARRY	65625-1522	STEVE	WALENSKY
CITY OF CLARKSDALE, MO	P O BOX 47		CLARKSDALE	MO	DEKALB	64430-0000	DNU-KEVIN	FAGAN
CITY OF CONCORDIA, MO	618 SOUTH MAIN STREET	P O BOX 847	CONCORDIA	MO	LAFAYETTE	64020-0847	DALE	KLUSSMAN
CITY OF CUBA, MO	P O BOX K		CUBA	MO	CRAWFORD	65453	CHRISTINE	NASH
CITY OF CUBA, MO	P O BOX K		CUBA	MO	CRAWFORD	65453	JOE	CASON
CITY OF DIXON, MO	P O BOX 177		DIXON	MO	PULASKI	65459	DENNIS	LACHOWICZ
CITY OF DIXON, MO	P O BOX 177		DIXON	MO	PULASKI	65459	MELVIN	GOODMAN
CITY OF DUENWEG, MO	P O BOX 105		DUENWEG	MO	JASPER	64841	SHIRLEY	LEWIS
CITY OF DUENWEG, MO	P.O. BOX 105		DUENWEG	MO	JASPER	64841	DENNIS	HUTSON
CITY OF DUENWEG, MO	P.O. BOX 105		DUENWEG	MO	JASPER	64841	RUSSELL	OLDS
CITY OF EAST PRAIRIE, MO	219 NORTH WASHINGTON STREET		EAST PRAIRIE	MO	MISSISSIPPI	63845	LONNIE	THURMOND
CITY OF EMMA, MO	P O BOX 140		EMMA	MO	LAFAYETTE	65327-0140	RANDALL	BREDEHOEFT
CITY OF EVERTON, MO	116 COMMERCIAL STREET	P O BOX 87	EVERTON	MO	DADE	65646	LISA	SMITH
CITY OF GALLATIN, MO	112 EAST GRAND STREET		GALLATIN	MO	DAVIESS	64640	ZACHARY	JOHNSON
CITY OF GOWER, MO	94 NORTH 4TH STREET	P O BOX 408	GOWER	MO	CLINTON	64454	CARROLL	FISHER
CITY OF GOWER, MO	94 NORTH 4TH STREET	P O BOX 408	GOWER	MO	CLINTON	64454	CLINT	THOMPSON
CITY OF GRANBY, MO	302 N MAIN ST	P O BOX 500	GRANBY	MO	NEWTON	64844-0000	PAULA	CARSEL
CITY OF GRANBY, MO	302 N MAIN ST	P O BOX 500	GRANBY	MO	NEWTON	64844-0000	JIM	CHANNEL
CITY OF HERCULANEUM, MO	1 PARKWOOD COURT		HERCULANEUM	MO	JEFFERSON	63048	JIM	KASTEN
CITY OF HERMANN, MO	1902 JEFFERSON ST		HERMANN	MO	GASCONADE	65041	TERESA	DIETZ
CITY OF HERMANN, MO	1902 JEFFERSON ST		HERMANN	MO	GASCONADE	65041	MARK	WALLACE
CITY OF HIGGINSVILLE, MO	P O BOX 110	1922 NORTH MAIN STREET	HIGGINSVILLE	MO	LAFAYETTE	64037	JIM	URFER
CITY OF HILLSBORO, MO	P O BOX 19		HILLSBORO	MO	JEFFERSON	63050	GERY	MARMADUKE
CITY OF HILLSBORO, MO	P O BOX 19		HILLSBORO	MO	JEFFERSON	63050	CODY	PARDIECK
CITY OF HILLSBORO, MO	P O BOX 19		HILLSBORO	MO	JEFFERSON	63050	CHARLES	VREELAND
CITY OF HUNTSVILLE, MO	CITY HALL	205 S MAIN ST	HUNTSVILLE	MO	RANDOLPH	65259-0000	KEVIN	NEJEDLY
CITY OF IBERIA, MO	P O BOX 211		IBERIA	MO	MILLER	65486	TREVOR	CLEMONS
CITY OF IBERIA, MO	P O BOX 211		IBERIA	MO	MILLER	65486	EDITH	LONG
CITY OF JACKSON, MO	101 COURT STREET		JACKSON	MO	CAPE GIRARDEAU	63755	RODNEY	BOLLINGER
CITY OF JACKSON, MO	101 COURT STREET		JACKSON	MO	CAPE GIRARDEAU	63755	BRAD	NOEL
CITY OF KEARNEY, MO	100 EAST WASHINGTON	P O BOX 797	KEARNEY	MO	CLAY	64060	JIM	ELDRIDGE
CITY OF KEARNEY, MO	100 EAST WASHINGTON	P O BOX 797	KEARNEY	MO	CLAY	64060	JAY	BETTIS
CITY OF KELSO, MO	CITY HALL	P O BOX 279	KELSO	MO	SCOTT	63758-0279	RICK-dnu	ARNZEN
CITY OF KEYTESVILLE, MO	404 WEST BRIDGE STREET		KEYTESVILLE	MO	CHARITON	65261	DE LAINA	SOMMERFIELD
CITY OF KING CITY, MO	101 E VERMONT		KING CITY	MO	GENTRY	64463	ALBERT	MUFF
CITY OF LA MONTE, MO	107 NORTH MAIN		LA MONTE	MO	PETTIS	65337	DANA	YEATER
CITY OF LA MONTE, MO	107 NORTH MAIN		LA MONTE	MO	PETTIS	65337	JACKLIN	HARVEY
CITY OF LAKE WINNEBAGO, MO	10 WINNEBAGO DRIVE		LAKE WINNEBAGO	MO	CASS	64034	STEVE	BESERMIN

CITY OF LAKE WINNEBAGO, MO	10 WINNEBAGO DRIVE		LAKE WINNEBAGO	MO	CASS	64034	SHIRLEY	BOND
CITY OF LAURIE, MO	724 N MAIN	P O BOX 1515	LAURIE	MO	MORGAN	65038-0000	ED	YOUNG
CITY OF LAWSON, MO	P O BOX 185		LAWSON	MO	RAY	64062-0185	BRIAN	RICHISON
CITY OF LIBERTY, MO	101 EAST KANSAS		LIBERTY	MO	CLAY	64068	ACCOUNTS-dnu	PAYABLE
CITY OF LIBERTY, MO	101 EAST KANSAS		LIBERTY	MO	CLAY	64068	DANA	ULMER
CITY OF LOCKWOOD, MO	107 EAST 8TH STREET	P O BOX O	LOCKWOOD	MO	DADE	65682	DON	NEEDHAM
CITY OF MALTA BEND, MO	P O BOX 92		MALTA BEND	MO	SALINE	65339	JOANA	MOORE
CITY OF MALTA BEND, MO	P O BOX 92		MALTA BEND	MO	SALINE	65339	DOUG	CLEMENS
CITY OF MARCELINE, MO	116 N MAIN STREET		MARCELINE	MO	LINN	64658-0000	ELIZABETH	CUPP-DNU
CITY OF MARTINSBURG, MO	101 E WASHINGTON ST		MARTINSBURG	MO	AUDRAIN	65264	WILLIAM	FENNEWALD
CITY OF MAYSVILLE, MO	200 NORTH CAMDEN STREET	P O BOX 470	MAYSVILLE	MO	DEKALB	64469	PATRICIA FISHER	JOHNSON
CITY OF MIDDLETOWN, MO	P O BOX 127		MIDDLETOWN	MO	MONTGOMERY	63359	BOB	WOODSON
CITY OF MILLER, MO	105 WASHAM	PO BOX 188	MILLER	MO	LAWRENCE	65707	DONNA	BECK
CITY OF MILLER, MO	105 WASHAM	PO BOX 188	MILLER	MO	LAWRENCE	65707	JOE	WASHAM
CITY OF MINDENMINES, MO	P O BOX 26		MINDENMINES	MO	BARTON	64769	JASON	HIGGINS
CITY OF MINDENMINES, MO	P O BOX 26		MINDENMINES	MO	BARTON	64769	MIKE	BILLIOINS
CITY OF MOBERLY, MO	101 WEST REED STREET		MOBERLY	MO	RANDOLPH	65270	MATT	EVERTS
CITY OF MONROE CITY, MO	P O BOX 67		MONROE CITY	MO	MONROE	63456	TERRY	OSBORN
CITY OF MONROE CITY, MO	P O BOX 67		MONROE CITY	MO	MONROE	63456	GARY	OSBOURNE
CITY OF MONTGOMERY CITY, MO	723 NORTH STURGEON STREET		MONTGOMERY CITY	MO	MONTGOMERY	63361	STEVEN	DEVES
CITY OF MONTGOMERY CITY, MO	723 NORTH STURGEON STREET		MONTGOMERY CITY	MO	MONTGOMERY	63361	RUSS	BURTON
CITY OF MOUNT VERNON, MO	319 EAST DALLAS STREET		MOUNT VERNON	MO	LAWRENCE	65712	GENE	STANTON
CITY OF NEOSHO, MO	15318 KENTUCKY ROAD		NEOSHO	MO	NEWTON	64850-1469	MIKE	HIGHTOWER
CITY OF NEW FRANKLIN, MO	130 E BROADWAY	P O BOX 96	NEW FRANKLIN	MO	HOWARD	65274-0000	JEFF	KOENIG
CITY OF NEW LONDON, MO	P O BOX 425		NEW LONDON	MO	RALLS	63459	MILLIE	POWELL
CITY OF NEW LONDON, MO	P O BOX 425		NEW LONDON	MO	RALLS	63459	DON	EPPERSON
CITY OF NEWTOWN, MO	P O BOX 87		NEWTOWN	MO	SULLIVAN	64667	ANGIE	COOL
CITY OF NEWTOWN, MO	P O BOX 87		NEWTOWN	MO	SULLIVAN	64667	BETTY	ANDERSON
CITY OF ODESSA, MO	P O BOX 128		ODESSA	MO	LAFAYETTE	64076	MARCELLA	MCCOY
CITY OF ODESSA, MO	P O BOX 128		ODESSA	MO	LAFAYETTE	64076	PAUL	CONWAY
CITY OF OSBORN, MO	P O BOX 67		OSBORN	MO	DEKALB	64474	JEFF	McCARTNEY
CITY OF OSCEOLA, MO	210 OLIVE ST	P O BOX 561	OSCEOLA	MO	ST CLAIR	64776-0000	LILA	FOSTER
CITY OF OSCEOLA, MO	210 OLIVE ST	P O BOX 561	OSCEOLA	MO	ST CLAIR	64776-0000	DUSTIN	GIBBS
CITY OF PATTONSBURG, MO	100 2ND AVENUE		PATTONSBURG	MO	DAVISS	64670	EDDY	MEADOR
CITY OF PERRY, MO	P O BOX 280		PERRY	MO	RALLS	63462	DON	HUFF
CITY OF PILOT GROVE, MO	213 COLLEGE STREET		PILOT GROVE	MO	COOPER	65276	CHARLES	MALOTTE
CITY OF POTOSI, MO	121 EAST HIGH STREET		POTOSI	MO	WASHINGTON	63664	DAVID "DAVE"	DOUGLAS
CITY OF POTOSI, MO	121 EAST HIGH STREET		POTOSI	MO	WASHINGTON	63664	ANNA	TORWEGGE
CITY OF POTOSI, MO	121 EAST HIGH STREET		POTOSI	MO	WASHINGTON	63664	ROGER	COLEMAN
CITY OF PURDY, MO	101 FRONT ST	P O BOX 216	PURDY	MO	BARRY	65734-0000	TED	MCINTIRE

CITY OF PURDY, MO	101 FRONT ST	P O BOX 216	PURDY	MO	BARRY	65734-0000	DEBBIE	REDSHAW
CITY OF ROGERSVILLE, MO	211 EAST CENTER STREET	P O BOX 10	ROGERSVILLE	MO	WEBSTER	65742	NANCY J	EDSON
CITY OF ROGERSVILLE, MO	211 EAST CENTER STREET	P O BOX 10	ROGERSVILLE	MO	WEBSTER	65742	JACK	COLE
CITY OF ROSENDALE, MO	P O BOX 21		ROSENDALE	MO	ANDREW	64483	BOB	NICKELS
CITY OF SAINTE GENEVIEVE, MO	165 SOUTH 4TH STREET		STE GENEVIEVE	MO	STE GENEVIEVE	63670	MARTIN	TOMMA
CITY OF SAINTE GENEVIEVE, MO	165 SOUTH 4TH STREET		STE GENEVIEVE	MO	STE GENEVIEVE	63670	MIKE	HOLLAND
CITY OF SAINTE GENEVIEVE, MO	165 SOUTH 4TH STREET		STE GENEVIEVE	MO	STE GENEVIEVE	63670	PAM	MEYER
CITY OF SHELBINA, MO	P O BOX 646		SHELBINA	MO	SHELBY	63468-0646	DENNIS	KLUSMEYER
CITY OF SHELBINA, MO	P O BOX 646		SHELBINA	MO	SHELBY	63468-0646	ROB	TRIVETTE
CITY OF SHELBINA, MO	P O BOX 646		SHELBINA	MO	SHELBY	63468-0646	ROB	TRIVETTE
CITY OF SPICKARD, MO	303 JEFFERSON	P O BOX 77	SPICKARD	MO	GRUNDY	64679	APRIL	MEIGHEN
CITY OF STEWARTSVILLE, MO	501 MAIN STREET	P O BOX 270	STEWARTSVILLE	MO	DEKALB	64490	HAZEL	FOWLER
CITY OF STOCKTON, MO	P O BOX 590		STOCKTON	MO	CEDAR	65785	VANESSA	UNDERWOOD
CITY OF STOCKTON, MO	P O BOX 590		STOCKTON	MO	CEDAR	65785	RAYMOND	HERYFORD
CITY OF STRAFFORD, MO	P O BOX 66		STRAFFORD	MO	GREENE	65757	TOM	VICAT
CITY OF STRAFFORD, MO	P O BOX 66		STRAFFORD	MO	GREENE	65757	MATT	GUCCIONI
CITY OF STRAFFORD, MO	P O BOX 66		STRAFFORD	MO	GREENE	65757	BARBARA	HELVEY
CITY OF TRUESDALE, MO	109 PINCKNEY ST		TRUESDALE	MO	WARREN	63383	MARY LOU	RAINWATER
CITY OF UNIONVILLE, MO	1611 GRANT STREET	P O BOX 255	UNIONVILLE	MO	PUTNAM	63565	TIM	WESSEL
CITY OF VERSAILLES, MO	104 NORTH FISHER STREET		VERSAILLES	MO	MORGA	65084	JEANIE	McGINNIS
CITY OF VERSAILLES, MO	104 NORTH FISHER STREET		VERSAILLES	MO	MORGA	65084	DUANE	MILLER
CITY OF VERSAILLES, MO	104 NORTH FISHER STREET		VERSAILLES	MO	MORGA	65084	DAVID	AVEY
CITY OF WALNUT GROVE, MO	101 SOUTH WASHINGTON AVE		WALNUT GROVE	MO	GREENE	65770	CARI	GILLMORE
CITY OF WELLINGTON, MO	P O BOX 598		WELLINGTON	MO	LAFAYETTE	64097-0000	MARY	CAMPBELL
CITY OF WILLARD, MO	224 WEST JACKSON STREET	P O BOX 187	WILLARD	MO	GREENE	65781	JUSTIN	REAVES
CITY OF WILLARD, MO	224 WEST JACKSON STREET	P O BOX 187	WILLARD	MO	GREENE	65781	KAREN	ROBSON
CITY OF WILLARD, MO	224 WEST JACKSON STREET	P O BOX 187	WILLARD	MO	GREENE	65781	RANDY	BROWN
CLAY COUNTY PUBLIC WATER SUPPLY DISTRICT 4, MO	20600 COUNTRY CLUB DRIVE		LIBERTY	MO	CLAY	64068	DEANNA	KORONDI
COLE COUNTY PUBLIC WATER SUPPLY DISTRICT 5, MO	P O BOX 225		ST THOMAS	MO	COLE	65076	DNU-SHARON	BAX
COOPER COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	19415 HWY 98	PO BOX 422	BOONEVILLE	MO	COOPER	65233	ROBERT	KOONSE
DAVISS COUNTY PUBLIC WATER SUPPLY DISTRICT 1, MO	P O BOX 67		PATTONSBURG	MO	DAVISS	64670	DANNY	NOEL
DAVISS COUNTY PUBLIC WATER SUPPLY DISTRICT 1, MO	P O BOX 67		PATTONSBURG	MO	DAVISS	64670	DANNY	NOEL
EMPIRE DISTRICT ELECTRIC COMPANY, MO	P O BOX 127		JOPLIN	MO	JASPER	64802	ACCOUNTS	PAYABLE
EMPIRE DISTRICT ELECTRIC COMPANY, MO	P O BOX 127		JOPLIN	MO	JASPER	64802	KYLE	SLAGLE
EMPIRE DISTRICT ELECTRIC COMPANY, MO	P O BOX 127		JOPLIN	MO	JASPER	64802	HAL	VANDAGRIFF
FRANKLIN COUNTY PWS D 1, MO	3021 HIGHWAY A SUITE 101		WASHINGTON	MO	FRANKLIN	63090	MIKE	ESKRA
GENTRY COUNTY PUBLIC WATER SUPPLY DISTRICT 1, MO	P O BOX 9		ALBANY	MO	GENTRY	64402-00009	LISA	BUSH
JACKSON COUNTY PWS D #15, MO	13213 SOUTH LONE JACK		LEE'S SUMMIT	MO	JACKSON	64086	HOWARD	PRITCHETT
JEFFERSON COUNTY PUBLIC SEWER DISTRICT, MO	4632 YEAGER RD	P O BOX 632	HILLSBORO	MO	JEFFERSON	63050	DARRELL	WALLER
JEFFERSON COUNTY PUBLIC SEWER DISTRICT, MO	4632 YEAGER RD	P O BOX 632	HILLSBORO	MO	JEFFERSON	63050	CONNIE	HARGIS

JEFFERSON COUNTY PWSD # 7, MO	P O BOX 160		MAPAVILLE	MO	JEFFERSON	63065	JOYCE	TWIGGS
JEFFERSON COUNTY PWSD # 7, MO	P O BOX 160		MAPAVILLE	MO	JEFFERSON	63065	JOYCE	TWIGGS
JEFFERSON COUNTY PWSD NO 6, MO	6000 KINGSWAY DR	P O BOX 218	HOUSE SPRINGS	MO	JEFFERSON	63051	TOM	WARD
JEFFERSON COUNTY PWSD NO 8, MO	P O BOX 170		CEDAR HILL	MO	JEFFERSON	63016	KATHY	VOYLES
LACLEDE COUNTY PWSD #1, MO	20480 GRANGER ROAD	P O BOX 1100	LEBANON	MO	LACLEDE	65536-1100	MITCH	DEVORE
LACLEDE COUNTY PWSD #1, MO	20480 GRANGER ROAD	P O BOX 1100	LEBANON	MO	LACLEDE	65536-1100	MITCH	DeVORE
LINN LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRIC	701 SOUTH STATE STREET	P O BOX 109	WHEELING	MO	LIVINGSTON	64688	ANGIE	BALDWIN
LINN LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRIC	701 SOUTH STATE STREET	P O BOX 109	WHEELING	MO	LIVINGSTON	64688	DONNY	EDWARDS
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT 4,	4100 OKLAHOMA AVE		TRENTON	MO	LIVINGSTON	64683	GARY	DIXON
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT 4,	4100 OKLAHOMA AVE		TRENTON	MO	LIVINGSTON	64683	KATHY	MCKAY
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT NO	7512 HIGHWAY C		DAWN	MO	LIVINGSTON	64638	GINGER	TATE
LIVINGSTON COUNTY PUBLIC WATER SUPPLY DISTRICT NO	7512 HIGHWAY C		DAWN	MO	LIVINGSTON	64638	GORDON	JONES
MCDONALD COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	P O BOX 38		ROCKY COMFORT	MO	MCDONALD	64861	LARRY	CARLIN
MCDONALD COUNTY PUBLIC WATER SUPPLY DISTRICT 2, MO	P O BOX 38		ROCKY COMFORT	MO	MCDONALD	64861	TERESA	CARLIN
MIAMI COUNTY RWD 4, KS	P O BOX 618		DREXEL	MO	MIAMI	64742	EARNEST	FINK
MIAMI COUNTY RWD 4, KS	P O BOX 618		DREXEL	MO	MIAMI	64742	CORKY	GAMMON
NODAWAY COUNTY PWSD #1, MO	120 EAST 3RD STREET		MARYVILLE	MO	NODAWAY	64468	RICHARD	SCHIEBER
NODAWAY COUNTY PWSD #1, MO	120 EAST 3RD STREET		MARYVILLE	MO	NODAWAY	64468	ED	WALDEIER
OLD KINDERHOOK, MO	20 EAGLE RIDGE ROAD		CAMDENTON	MO	CAMDEN	65020	TOM	ADDINGTON
PUBLIC WATER SUPPLY DISTRICT 2 OF ST CHARLES COUNT	100 WATER DRIVE	P O BOX 967	O'FALLON	MO	ST CHARLES	63368	TIM	GERAGHTY
PUBLIC WATER SUPPLY DISTRICT 3 CHARITON-LINN COUNT	814 W HELM ST		BROOKFIELD	MO	LINN	64628	DAN	DOWNEY
PWSD #3 OF PULASKI COUNTY, MO	16650 RIPPLE ROAD		CROCKER	MO	PULASKI	65452	ANGIE	MEDLIN
PWSD #3 OF PULASKI COUNTY, MO	16650 RIPPLE ROAD		CROCKER	MO	PULASKI	65452	BILL	CRAWFORD
PWSD #5 OF JEFFERSON COUNTY, MO	13261 STATE ROAD CC		DESOTO	MO	JEFFERSON	63020	LISA	PETERS
PWSD #6 OF CASS COUNTY, MO	P O BOX 1082		RAYMORE	MO	CASS	64083	PEGGY	HELT
PWSD #6 OF CASS COUNTY, MO	P O BOX 1082		RAYMORE	MO	CASS	64083	ELMORE	SHERMAN
PWSD 1 JOHNSON COUNTY, MO	4 NW OO HIGHWAY		WARRENSBURG	MO	JOHNSON	64093	DALE	PEERY
PWSD 1 OF ANDREW COUNTY, MO	201 SOUTH HIGHWAY 71		SAVANNAH	MO	ANDREW	64485	RANDY	HOLT
PWSD 1 OF CLINTON COUNTY, MO	7578 SW 208TH STREET		TRIMBLE	MO	CLINTON	64492	REBECCA	WOHLFORD
PWSD 1 OF CLINTON COUNTY, MO	7578 SW 208TH STREET		TRIMBLE	MO	CLINTON	64492	JAMES	HASLER
PWSD 11 OF CASS COUNTY, MO	P O BOX 648		GARDEN CITY	MO	CASS	64747-0648	PATSY	ALBERS
RAYTOWN WATER COMPANY INC, MO	9820 EAST 63RD STREET		RAYTOWN	MO	JACKSON	64133	LESLIE	SMART
RAYTOWN WATER COMPANY INC, MO	9820 EAST 63RD STREET		RAYTOWN	MO	JACKSON	64133	NEAL	CLEVENER
SOUTHWEST RURAL WATER, MO	19910 STATE HIGHWAY MM		EXETER	MO	BARRY	65647	RAELENE	MCCURDY
VILLAGE OF FREEBURG, MO	P O BOX 121		FREEBURG	MO	OSAGE	65035-0000	DAVID	STRUEMPH
VILLAGE OF FREEBURG, MO	P O BOX 121		FREEBURG	MO	OSAGE	65035-0000	ALLEN	GRADEL
VILLAGE OF KINGDOM CITY, MO	5846 OLD HWY 40	P O BOX 49	KINGDOM CITY	MO	CALLAWAY	65262-0000	CURT	WARFIELD

Job Title	Email Address	Phone Type	Area Code	Phone Number	Ext	Creation Date	Contract Type
WATER SUPERINTENDENT		GEN	660	679-4577		12-May-03	MP w/o UR
	cityofbj@iamotelephone.com	GEN	660	725-4514		11-Aug-05	MP w/o UR
		GEN	660	645-2068		28-Apr-06	MP w/o UR
		GEN	660	645-2068		28-Apr-06	MP w/o UR
		MOBILE	573	823-7624		19-Dec-07	MP w/o UR
		GEN	660	542-0360		19-Dec-07	MP w/o UR
FINANCIAL OFFICER	CNUSE@CWEPNET.COM	GEN	417	237-7300		8-Aug-02	MP w/o UR
ADMIN ASST	swend@cwepnet.com	GEN	417	237-7300		8-Aug-02	MP w/o UR
GENERAL MANAGER		GEN	417	237-7300		11-Jul-01	MP w/o UR
WATER SUPER	tpittman@cwepnet.com	MOBILE	417	388-1262		11-Jul-01	MP w/o UR
OFFICE MGR	kellyaborgman@gmail.com	GEN	816	331-7108		14-Dec-07	MP w/o UR
P/T RETIRED OPERATOR		GEN	660	548-3565		28-Oct-08	MP w/ UR
OPERATOR	tsclori@aim.com	GEN	816	297-2550		7-Feb-01	MP w/o UR
WATER SUPERINTENDENT		GEN	816	297-2659		7-Feb-01	MP w/o UR
		GEN	660	726-3935		19-Apr-10	MP w/o UR
		MOBILE	660	726-2294		19-Apr-10	MP w/o UR
		GEN	660	674-2475		11-Jun-04	MP w/o UR
CLERK		GEN	816	293-5601		18-Aug-09	MP w/o UR
CITY CLERK		GEN	660	273-2216		19-Oct-01	MP w/o UR
UTILITY SUPER.		MOBILE	660	373-0814		23-Apr-09	MP w/ UR
CLERK	bethadm@grm.net	GEN	660	425-8673		23-Apr-09	MP w/ UR
water super	jmock@bluespringsgov.com	GEN	816	228-0203		13-Dec-07	MP w/o UR
CITY CLERK	MARYM@BOONVILLE-MO.ORG	GEN	660	882-2332		26-Jan-01	MP w/o UR
Water Superintendent	mcauthon@boonville-mo.org	GEN	660	882-5257		6-Mar-01	MP w/o UR
CHIEF PLANT DIRECTOR	waterplant@boonville-mo.org	GEN	660	882-4021		6-Mar-01	MP w/o UR
UTILITIES DIVISION	THOUSTON@BRANSONMO.GOV	GEN	417	243-2737		25-Jul-12	MP w/ UR
OPERATIONS SUPERVISOR III	ECORDELL@BRANSONMO.GOV	PHONE	417	337-5296		25-Jul-12	MP w/ UR
UTILITIES HEAD	waterplant7442@att.net	GEN	660	734-1844		10-Oct-13	MP w/ UR
		GEN	660	258-3377		7-Mar-05	MP w/o UR
		PHONE	660	695-3222		26-Mar-12	MP w/ UR
		GEN	417	4427975		14-Dec-05	MP w/o UR
Dir of Utilities		GEN	816	632-2177		28-Jan-11	MP w/o UR
	h2oplant@cameronmo.com	GEN	816	632-2844		28-Jan-11	MP w/o UR
		PHONE	816	6322177		7-Mar-06	MP w/o UR
		PHONE	816	632-2177		7-May-04	MP w/o UR
		PHONE	816	623-2177		7-May-04	MP w/o UR
CITY MANAGER		GEN	417	649-7237		16-Dec-09	MP w/ UR
	CJPUBLICWORKS@CARLJUNCTION.ORG	GEN	417	438-5783		16-Dec-09	MP w/ UR
City Clerk	cornell64855@yahoo.com	GEN	417	673-1341	2	9-Apr-02	MP w/o UR

CLERK		GEN	573	333-0147		31-Jul-02	MP w/o UR
2010 MAYOR	RLEE@SHELTONBBS.COM	FAX	573	3334247		5-Jul-01	MP w/o UR
DPW	swalensky@centurytel.net	GEN	417	847-4441	16	11-Jul-11	MP w/ UR
	fagan719@yahoo.com	MOBILE	816	724-0040		25-Sep-09	MP w/ UR
CITY MANAGER	concordiaadmin@myccvtv.net	FAX	660	463-7574		13-Feb-07	MP w/o UR
CLERK		GEN	573	885-7432		29-Dec-00	MP w/o UR
WATER SUPT	publicwk@fidnet.com	MOBILE	573	259-4343		29-Dec-00	MP w/o UR
LICENSED WATER OPERATOR		GEN	573	759-6965		14-Apr-08	MP w/o UR
SUPERVISOR		GEN	573	759-6965		6-Feb-01	MP w/o UR
CITY CLERK	cityclerk@duenwegmo.com	GEN	417	623-2027		6-Feb-01	MP w/o UR
MANAGER	cityclerk@duenwegmo.com	GEN	417	623-2027		13-Aug-01	MP w/o UR
2011 MAYOR		GEN	417	623-2027		13-Aug-01	MP w/o UR
CITY ADMINISTRATOR	administrator@eastprairiemo.net	GEN	573	649-3057	1	15-Jun-10	MP w/ UR
2012 MAYOR	cityofemma@yahoo.com	FAX	425	888-3502		19-Jan-12	MP w/ UR
		GEN	417	535-4000		22-Jul-04	MP w/o UR
CITY ADMINISTRATOR	zjohnson@gallatinmo.com	GEN	660	663-2011		3-Jul-08	MP w/o UR
		MOBILE	816	294-0901		11-Jun-04	MP w/o UR
JOB CONTACT		GEN	816	424-3583		11-Jun-04	MP w/o UR
	granbymocourt@jscomm.net	PHONE	417	472-6563		3-Feb-14	MP w/ UR
		FAX	252	7985000		3-Feb-14	MP w/ UR
		PHONE	636	475-4447		10-Jul-09	MP w/ UR
		GEN	573	486-5400		3-Sep-03	MP w/o UR
WATER SUPERINTENDENT	mawallace@centurytel.net	GEN	573	486-4500		3-Sep-03	MP w/o UR
WATER & SEWER SUPERVISOR	waterdir@ctcis.net	GEN	660	584-2106		5-Nov-03	MP w/o UR
CITY ADMINISTRATOR	hissboroadmin@charter.net	MOBILE	541	2122385		30-Apr-09	MP w/o UR
PW DIRECTOR		GEN	636	789-4478	SHOP	7-Feb-01	MP w/o UR
CITY ADMINISTRATOR		FAX	636	7892112		7-Feb-01	MP w/o UR
	kevinnejedly@cityofhuntsville.com	MOBILE	660	833-8305		14-Dec-07	MP w/ UR
UTILITIES DIRECTOR		MOBILE	573	286-5484		16-Apr-14	MP w/ UR
CITY CLERK	eydelong24@yhti.net	PHONE	573	793-2300		3-Sep-03	MP w/o UR
PUBLIC WORKS DIRECTOR	rbollinger@jacksonmo.org	MOBILE	573	576-7090		14-Jan-08	MP w/o UR
SUPER		GEN	573	243-3536		14-Jan-08	MP w/o UR
Business manager	jeldridge@kearneyo.us	GEN	816	628-4142		26-May-10	MP w/ UR
Utilities Director	citywater@uniteone.net	GEN	816	628-4805		26-May-10	MP w/ UR
WATER SUPER		GEN	573	264-2334		23-Aug-07	MP w/o UR
CITY CLERK	citykey@mcmsys.com	GEN	660	288-3745		27-Feb-09	MP w/o UR
WATERMAN		GEN	660	5356121		31-Dec-08	MP w/o UR
		GEN	660	347-5606		26-Feb-04	MP w/o UR
		GEN	660	347-5606		26-Feb-04	MP w/o UR
DIR PUBLIC WORKS		GEN	816	537-6778		7-Feb-01	MP w/o UR

CITY CLERK		GEN	816	537-6778		7-Feb-01	MP w/o UR
DPW		GEN	573	374-4871		27-Oct-08	MP w/o UR
CITY MANAGER	ityadmin@cityoflawsonmo.org	FAX	478	9878421		27-Sep-12	MP w/ UR
ACCTS PAYABLE		PHONE	816	439-4561		28-Feb-13	MP w/o UR
	dulmer@ci.liberty.mo.us	PHONE	816	439-4561		28-Feb-13	MP w/o UR
		GEN	417	232-4221		30-Jun-10	MP w/ UR
CITY CLERK		GEN	660	595-0106		15-Feb-01	MP w/o UR
WATER SUPT		MOBILE	660	631-1257		15-Feb-01	MP w/o UR
CITY MANAGER		FAX	660	3763898		25-Jun-07	MP w/o UR
ADMIN		GEN	573	492-6266		1-Aug-07	MP w/o UR
CITY CLERK		GEN	816	449-2185		31-Mar-09	MP w/o UR
WATER COMM.		PHONE	573	5492220		21-Sep-05	MP w/o UR
City Clerk	Blink@Millertel.net	GEN	417	452-3371		18-Dec-09	MP w/ UR
Water Superintendent		MOBILE	417	830-9250		18-Dec-09	MP w/ UR
CITY CLERK		GEN	417	842-3216		2-Jan-01	MP w/o UR
WATER SUPERINTENDENT	minden@pixius.net	GEN	417	842-3216		2-Jan-01	MP w/o UR
WATER SUPERINTENDENT	meverts@cityofmoberly.com	MOBILE	660	676-2112		11-Aug-03	MP w/o UR
		GEN	573	7352488		19-Oct-05	MP w/o UR
		GEN	573	735-2488		19-Oct-05	MP w/o UR
JOB & ADMIN CONTACT/CITY ADMIN	stevendeves@sbcglobal.net	PHONE	573	564-3160		6-Mar-02	MP w/ UR
UTIL SUPERINTENDENT		FAX	573	5643802		6-Mar-02	MP w/ UR
PUBLIC WORKS DIR		GEN	417	466-2168		15-Aug-03	MP w/o UR
WATER SUPT	mhightower@neoshomo.org	GEN	417	451-8080		31-Jan-01	MP w/o UR
CITY SERVICES DIRECTOR	jeffkoenig64@att.net	GEN	660	848-2288		31-Oct-13	MP w/ UR
CITY CLERK		GEN	573	985-4041		21-May-08	MP w/o UR
WATER SUPER.		GEN	573	985-4041		21-May-08	MP w/o UR
2010 MAYOR		GEN	660	947-7301		22-Mar-06	MP w/o UR
		GEN	660	947-7301		22-Mar-06	MP w/o UR
CITY CLERK	mmccoy@cityofodessamo.com	PHONE	816	633-4662		25-Jan-13	MP w/ UR
PWD	pconway@cityofodessamo.com	PHONE	816	6334662		25-Jan-13	MP w/ UR
		GEN	816	675-2239		17-Jul-09	MP w/ UR
		PHONE	417	646-8421		5-Nov-13	MP w/ UR
		PHONE	417	646-8421		5-Nov-13	MP w/ UR
JOB CONTACT		MOBILE	660	334-0602		23-Aug-02	MP w/o UR
		MOBILE	573	473-2778		14-Aug-06	MP w/o UR
WATER OPERATOR		GEN	660	834-3551	CITY HALL	14-Jan-03	MP w/o UR
WATER SUPT	DDOUGLAS@POTOSICITYHALL.ORG	GEN	573	438-2767		26-Feb-01	MP w/o UR
WATER SUPT		GEN	573	438-2767		11-Aug-05	MP w/o UR
CITY CLERK		GEN	573	438-2767		11-Oct-04	MP w/o UR
		GEN	417	442-3273		16-Jul-07	MP w/o UR

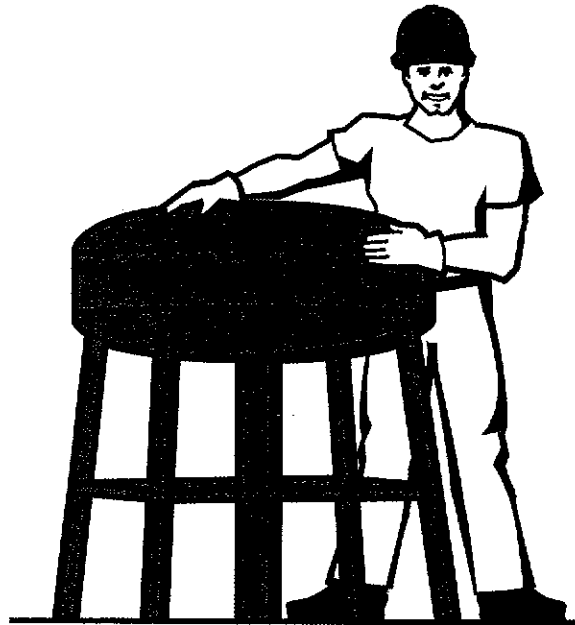
CLERK		GEN	417	442-3273		16-Jul-07	MP w/o UR
CITY ADMIN	nedson@rogersvillemo.org	GEN	417	753-2884	304	4-Jun-01	MP w/o UR
2012 MAYOR		GEN	417	753-3793		4-Jun-01	MP w/o UR
WATER PLANT OP	LJC8049@CCP.COM	MOBILE	816	2627030		5-Feb-01	MP w/o UR
CITY MANAGER		GEN	573	883-5400		24-May-05	MP w/o UR
WATER PLANT MANAGER	mholland@alliancewater.com	GEN	573	883-9240		24-May-05	MP w/o UR
CITY CLERK		GEN	573	883-5400		8-Feb-01	MP w/o UR
CITY ADMINISTRATOR		GEN	573	588-4104		29-Sep-05	MP w/o UR
WATER SUPT		GEN	573	588-4104		29-Sep-05	MP w/o UR
JOB CONTACT		MOBILE	660	651-9482		29-Sep-05	MP w/o UR
CITY CLERK	spickard@grm.net	PHONE	660	485-6106		15-Feb-13	MP w/ UR
		GEN	816	6693278		27-Oct-04	MP w/o UR
CITY CLERK	CityClerk@stocktonmo.org	FAX	252	7985000		14-Dec-07	MP w/o UR
JOB CONTACT		GEN	417	276-5210		14-Dec-07	MP w/o UR
		GEN	417	736-2154		17-Jul-09	MP w/o UR
	cumminsguy@live.com	GEN	417	736-2154		17-Jul-09	MP w/o UR
MAYOR		GEN	417	736-4000		5-Mar-01	MP w/o UR
CITY CLERK	clerktr@yahoo.com	GEN	636	456-3166		15-Oct-06	MP w/o UR
	unionwtr@nemr.net	MOBILE	660	265-8196		11-Jun-04	MP w/o UR
CLERK	jeaniecca@sbcglobal.net	GEN	573	378-4634		16-Mar-01	MP w/o UR
WASTEWATER SUPERINTENDENT	verwastewaterplant@sbcgloval.net	GEN	573	378-5737		16-Mar-01	MP w/o UR
WATER SUPERINTENDENT		GEN	573	378-0645		16-Mar-01	MP w/o UR
CITY CLERK		PHONE	417	788-2596		26-Feb-03	MP w/o UR
	wellingtoncityclerk@embarqmail.com	MOBILE	816	726-9037		21-Aug-13	MP w/o UR
PWD	pwd@cityofwillard.org	GEN	417	849-1993		24-Oct-09	MP w/ UR
CFO		GEN	417	742-3033		24-Oct-09	MP w/ UR
ADMIN CONTACT		GEN	417	742-3033		6-Mar-02	MP w/o UR
	dkorondi@sbcglobal.net	GEN	816	781-8198		29-Jan-10	MP w/o UR
SECRETARY/TREASURER	baxautobody@centurylink.net	GEN	573	477-3455		6-Mar-07	MP w/o UR
		GEN	660	621-2265		18-Feb-10	MP w/o UR
		GEN	660	663-9458		8-Oct-13	MP w/ UR
ADMIN CONTACT		GEN	660	367-2521		8-Oct-13	MP w/ UR
	accounts.payable@empiredistrict.com	GEN	417	678-2652		3-Mar-14	MP w/ UR
WATER DEPT MANAGER	kslagle@empiredistrict.com	MOBILE	417	678-3671		3-Mar-14	MP w/ UR
MANAGER	hvandagriff@empiredistrict.com	MOBILE	417	235-9770		24-May-05	MP w/o UR
		PHONE	636	239-2808		15-Feb-10	MP w/ UR
OFFICE MANAGER	gcpwsd1@gmail.com	GEN	660	726-3432		2-Jul-08	MP w/o UR
	howard@mid-west.net	GEN	816	578-4424		21-Feb-07	MP w/o UR
SUPT		PHONE	636	789-9086		17-Apr-12	CS
CLERK		PHONE	636	797-9900		17-Apr-12	CS

DISTRICT MANAGER	jeffpwsd7@gmail.com	GEN	636	479-5593		8-May-02	MP w/o UR
DISTRICT MANAGER		PHONE	636	4795593		8-May-02	MP w/o UR
BILL TO	pwsd6@swbell.net	GEN	636	671-4096		8-Dec-04	MP w/o UR
MANAGER	pwsd8@sbcglobal.net	GEN	636	274-3125		16-Jul-01	MP w/o UR
		PHONE	417	5323171		9-Apr-04	MP w/o UR
		GEN	417	532-3171		9-Apr-04	MP w/o UR
CLERK	WATER@GREENHILLS.NET	GEN	660	659-2266		28-Jun-13	MP w/ UR
	water@greenhills.net	MOBILE	660	7528056		28-Jun-13	MP w/ UR
DISTRICT SUPT		MOBILE	660	973-2279		15-Feb-10	MP w/ UR
BILL TO		GEN	866	325-1056		15-Feb-10	MP w/ UR
OFFICE MANAGER	pwsd1@greenhills.net	PHONE	660	745-3448		6-Dec-11	MP w/ UR
SUPERINTENDENT	pwsd1@greenhills.net	GEN	660	745-3448		6-Dec-11	MP w/ UR
	mcdonaldpwsd2@live.com	GEN	417	628-3999		21-Aug-06	MP w/o UR
CLERK	mcdonaldpwsd2@live.com	GEN	417	628-3999		21-Aug-06	MP w/o UR
MAINTENANCE MGR		GEN	913	377-4408		15-Mar-01	MP w/o UR
MANAGER	rwd4@fairpoint.net	MOBILE	816	5107069		15-Mar-01	MP w/o UR
CLERK		PHONE	660	582-5011		25-Jul-13	MP w/o UR
		FAX	252	7985000		25-Jul-13	MP w/o UR
		PHONE	573	2169501		28-Sep-04	MP w/o UR
ADM/JOB CONTACT		PHONE	636	5613737		25-Jan-10	MP w/ UR
Water Dist Super		GEN	660	258-5606		26-Mar-12	MP w/ UR
	pwsd3@windstream.net	GEN	573	736-2109		3-Feb-03	MP w/o UR
WATER SUPERINTENDENT	pwsd3@windstream.net	MOBILE	573	528-4155		3-Feb-03	MP w/o UR
DISTRICT MANAGER	PWSD5@JCN1.COM	FAX	636	5866202		26-Feb-01	MP w/o UR
OFFICE MANAGER	casspwsd6@aol.com	GEN	816	331-2455		16-Feb-01	MP w/o UR
BOARD PRESIDENT		GEN	816	331-2455		16-Feb-01	MP w/o UR
DISTRICT MANAGER		GEN	660	441-7101		8-Jul-02	MP w/o UR
		GEN	816	324-6266		21-Sep-05	MP w/o UR
CLERK	CWOHLF5@AOL.COM	PHONE	816	357-2262		31-Oct-05	MP w/o UR
		GEN	816	357-2461		31-Oct-05	MP w/o UR
DISTRICT CLERK	PWSD11@CASSTEL.NET	GEN	816	773-8510		14-Jun-06	MP w/o UR
CLERK	lsmart@raytownwater.net	GEN	816	356-0333	104	26-Feb-01	MP w/o UR
GENERAL MANAGER		PHONE	816	3560333		31-Dec-02	MP w/o UR
		GEN	417	847-4437		24-Feb-08	MP w/o UR
		PHONE	573	744-5301		28-Feb-11	MP w/o UR
CITY CLERK		GEN	573	619-6314		28-Feb-11	MP w/o UR
	kingdomchall@ktis.net	FAX	573	220-9892		29-Sep-11	MP w/ UR

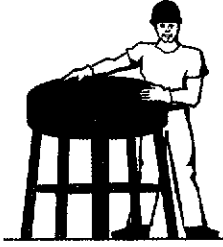
Utility Service Co.

I N C O R P O R A T E D

WATER TANK MAINTENANCE CONTRACT



Owner	<u>City of Grain Valley</u>
Tank Size	<u>500,000 Gallon Ground Storage Tank</u>
Location	<u>#1 Groundstore</u> <u>405 James Rolla Drive</u> <u>Grain Valley, Missouri</u>
Date	<u>March 14, 2005</u>



Utility Service Co.

I N C O R P O R A T E D

P.O. Box 1354 • PERRY, GA 31069
Phone (478) 987-0303
FAX (478) 987-2991

WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between the City of Grain Valley, Missouri, hereinafter known as the Owner, and Utility Service Co., Inc., hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its **500,000** gallon ground storage reservoir located at **405 James**.

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year **2005**. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in **2007**, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high-pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to maintain and repair the tank and tower during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Missouri Department of Natural Resources, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system, which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the Annual fee is paid in accordance with the terms of payment. A base fee of \$ 9,388.00 has been established for this tank in 2008. See Addendum No. 1 for years 2005 through 2007.

In Year 2011 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components [ANY MODIFICATIONS TO THE TANK, INCLUDING ANTENNA INSTALLATIONS, SHALL BE APPROVED BY UTILITY SERVICE CO., INC. PRIOR TO IMPLEMENTATION AND MAY WARRANT AN INCREASE IN THE ANNUAL FEE]. This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 22 day of March, 2005.

OWNER:

UTILITY SERVICE CO., INC.

Brad Knight

[Signature]

by MAYOR
title

by Tom Stechmann
Water Systems Consultant
title

witness [Signature]

witness Pamela McClellan

seal:

seal:

Addendums to Contract Number #1 Groundstore, Dated March 14, 2005

No. 1

This tank shall receive an exterior and interior renovation prior to the first anniversary of this agreement. The full renovation cost and maintenance fees are spread over the initial three (3) years of the contract for an annual cost of \$39,011.00 in each year, plus all applicable taxes. In Year 4, the annual cost will be the established base fee of \$9,388.00.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee shall be due and payable in full upon completion of the renovations in Year 1. Beginning in Year 2 and each year thereafter on the anniversary date of the contract document, the program fee is due and payable.

No. 3

The initial three (3) years of the contract represent a project cost of \$117,033.00. Should the Owner elect to cancel this agreement prior to remitting the first three (3) annual fees then the balance of the first three (3) annual fees shall be due and payable within thirty (30) days of cancellation.

Owner

Utility Service Company, Inc.

by

Brod Knight

by

[Signature]

date

3-22-05

date

3-17-05

witness

Guy Hanson

witness

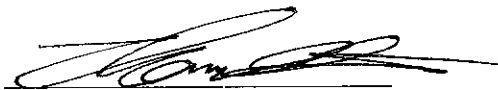
Pamela McClellan

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

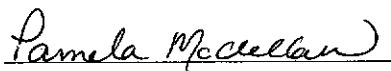
The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

CITY OF GRAIN VALLEY, MISSOURI
WATER TANK MAINTENANCE PROGRAM
HOLD HARMLESS AGREEMENT

The Company agrees to indemnify the Owner and hold the Owner harmless from any and all claims, demands, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property by reason of any act, omission, or representation of the Company or its' subcontractors, agents, or employees in the execution of this Contract.



Tom Stechmann
Utility Service Company, Inc.



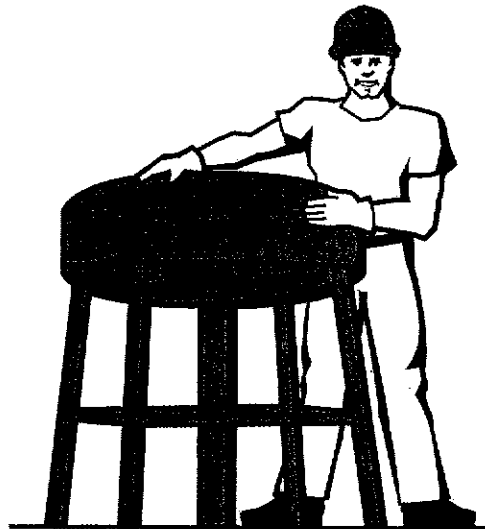
Witness

Dated: March 14, 2005

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PROJECT # ~~116419~~ 116419

**Utility Service co., inc.
LIMITED
Water Tank Maintenance Contract**



**Owner: City of Grain Valley, Missouri
Grain Valley, Missouri**

Tank Size: 774,000 Bolted G.S.T.

Location: 405 James Rolla Drive

Date Prepared: March 19, 2007



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utiltiyservice.com

LIMITED WATER TANK MAINTENANCE CONTRACT

This agreement entered into, by, and between City of Grain Valley hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 774,000 gallon water storage tank located at 405 James Rolla Drive.

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year 2007. The tank will be thoroughly inspected to ensure that the structure is in a sound, water tight condition.

Biennially, beginning with the first washout/inspection in 2007, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **\$2,250.00 plus all applicable taxes** has been established for this tank. **This base fee begins in Year 2007.**

In year **2010** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co. Inc. prior to implementation and may warrant an increase in the annual fee.* This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety (90) days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners. Unless intent to cancel is received from the Owner, this contract shall automatically renew each year.

This Agreement signed this 29 day of May 2007.

OWNER:

Gary Bradley

by Gary Bradley, City Administrator
title

witness Candace Branson

seal:

UTILITY SERVICE CO., INC.

[Signature]

by Tom Stechmann, MO Representative
title

witness Regina J. Arthur

seal:

Addenda to Contract Number 774,000 Bolted GST, Dated 3-16-07

No. 1

This tank shall receive a washout/inspection prior to the first anniversary of this agreement.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee of \$2,250.00 shall be due and payable prior to the first anniversary of this agreement. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement each year thereafter.

Owner

by

Nary Bradley

date

5-29-07

witness

Carol Brant

Utility Service Co., Inc.

by

[Signature]

date

3-19-07

witness

Regina J. Athan

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

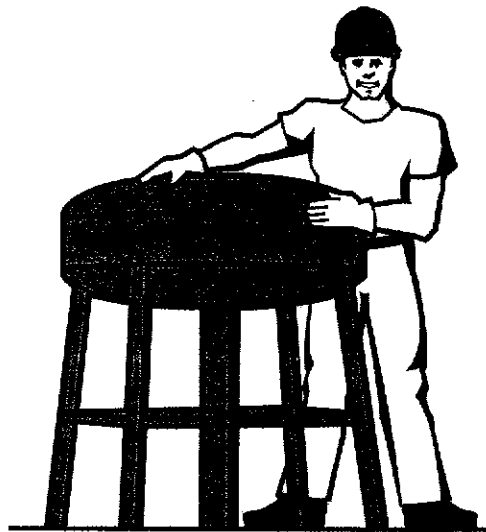
SEAL

SEAL

PROJECT # 116 418

Utility Service co., inc.

Water Tank Maintenance Contract



Owner: City of Grain Valley
Grain Valley, Missouri

Tank Size: 500,000 Hydropillar

Location: Tier Road

Date Prepared: March 19, 2007



535 Courtney Hodges Blvd.
P.O. Box 1350
Perry, Georgia 31069
tel: 478-987-0303 800-223-3695
fax: 478-987-2991
www.utilitiyservice.com

WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between City of Grain Valley hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at Tier Road.

This agreement outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include the following:

The Company will annually inspect and service the tank beginning in the year 2007. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.

Biennially, beginning with the first washout/inspection in 2009, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish specialized services including engineering and inspection services needed to maintain and repair the tank and tower during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the Missouri Department of Natural Resources, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of **\$20,850.00 plus all applicable taxes** has been established for this tank. **This base fee begins in Year 2011. See Addendum No. 1 for Years 2007, 2008, 2009, and 2010.**

In year **2014** and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting this tank under program based upon existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co. Inc. prior to implementation and may warrant an increase in the annual fee.* This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tank was not originally designed, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by the Company ninety (90) days prior to the anniversary date. Notice of Cancellation is to be delivered by registered mail and signed by three (3) authorized voting Officials of the Owner's management and/or Commissioners. Unless intent to cancel is received from the Owner, this contract shall automatically renew each year.

This Agreement signed this 29 day of May, 2007.

OWNER:

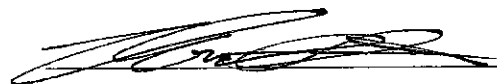


by Gary Bradley, City Administrator
title

witness Court B...

seal:

UTILITY SERVICE CO., INC.



by Tom Stechmann, MO Representative
title

witness Regina J. Arthur

seal:

Addenda to Contract Number 500,000 Hydropillar-Tier Road Tank, Dated 3-19-07

No. 1

This tank shall receive an exterior renovation, interior wet renovation, interior dry touchup, and repairs prior to the first anniversary of this agreement. The first four (4) annual fees shall be \$56,123.00 per year. The fifth annual fee shall be \$20,850.00.

No. 2

PAYMENT TERMS: *All applicable taxes are the responsibility of the Owner and in addition to the stated costs and fees in this contract.* The first annual fee shall be due and payable upon completion of the initial exterior and/or interior renovation. Each subsequent annual fee shall be due and payable on the anniversary date of this agreement each year thereafter.

No. 3

Should the **City of Grain Valley** elect to cancel this agreement prior to remitting the first four (4) annual fees, then the balance of the first four (4) annual fees shall be due and payable within thirty (30) days of notice to cancel.

Owner

by

date

witness

Mary B. [Signature]

5-29-07

Carol Brunson

Utility Service Co., Inc.

by

date

witness

[Signature]

3-19-07

Regina J. Authen

The above signatories certify that they are duly authorized to sign this Contract and the Addenda on behalf of the entities represented.

The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any Loans or Lines of Credit.

SEAL

SEAL

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

MEETING DATE	04/22/2024	
BILL NUMBER	R24-33	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE FOUR 2024 DODGE DURANGO SUV'S FOR USE BY THE POLICE DEPARTMENT	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Ed Turner, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	\$203,082 – (4) 2024 Dodge Durango SUV's, equipment, and installation
	Budget Line Item:	280-88-78510
	Balance Available:	\$252,885
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide safe, reliable, and capable transportation as a frontline emergency police response vehicle.	

BACKGROUND	<p>The city has adopted a program to update vehicles per Vehicle Equipment Replacement Program (VERP) that is based on age, mileage and maintenance costs. The plan was approved in the Board's 2023 budget workshop. According to the VERP, purchasing the requested vehicles would allow us not to purchase vehicles again until the year 2026. The four Durango SUV's would replace three marked police Explorers in patrol and one patrol captain's car. One of the patrol SUV's would be assigned to the police canine. No Ford Explorers have been readily available and there is no timeline for when Explorers would become available this year. The four Durango SUV's are either available now or in completion with delivery in late April or the first of May. The requested amount covers four vehicles purchased (\$164,102.00), equipment, and installation (\$38,980.00). The funding requested would allow the vehicles to be upfitted and deployed as soon as possible. The Board of Aldermen held a Budget workshop on 10/16/2023 to discuss the 2024 Fiscal Year Budget; and the budget was approved on 11/27/2023 via Ordinance #2440.</p>
SPECIAL NOTES	<p>Ford Explorers are not readily available for law enforcement. Several other law enforcement agencies have been contacted and are moving towards the Dodge Durango. Kansas City, Missouri State Highway Patrol, and Independence PD. Kansas City just purchased 39 Durango SUV's and Independence purchased 14. Pursuit rated vehicles have been difficult to locate and purchase.</p>
ANALYSIS	Not Applicable
PUBLIC INFORMATION PROCESS	Not Applicable
BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Quotes for Vehicle Purchase

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

April 22, 2024

R24-33

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE FOUR 2024 DODGE
DURANGO SUV'S FOR USE BY THE POLICE DEPARTMENT**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to the safety of the employees of the City of Grain Valley; and

WHEREAS, the replacement of this vehicle is a substitute scheduled replacement per the Vehicle and Equipment Replacement Program (VERP); and

WHEREAS, the Board of Aldermen has set funds aside for this purchase in the 2024 Fiscal Year Budget via City Ordinance #2440; and

WHEREAS, the purchase of this vehicle through MACPP (MARC) contract falls within the specified guidelines of the City's Purchasing Policy.

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

SECTION 1: The City Administrator is hereby authorized to purchase four 2024 Dodge Durango SUV's as quoted from Landmark Dodge via MACPP (MARC) Contract.

PASSED and APPROVED, via voice vote, (-) this 22nd Day of April, 2024.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R24-33]

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LANDMARK DODGE CHRYSLER JEEP
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

Date Printed: 2024-04-03 11:15 AM VIN: 1C4SDJFTXRC213845 Quantity: 01
 Estimated Ship Date: VON: 60471627 Status: D - Firm schedule:serial number is assigned
 Date Ordered: 2024-02-12 5:07 PM Ordered By: S52387B FAN 1: 00DDK Dealer / Police Inventory
 FAN 2:
 Client Code:
 Bid Number: TB4140
 PO Number:

Sold to: LANDMARK DODGE CHRYSLER JEEP (44378) Ship to: LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316 INDEPENDENCE, MO 640551316

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	22Z	Customer Preferred Package 22Z	0
	<u>EZH</u>	5.7L V8 HEMI MDS VVT Engine	3,115
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150
	-X9	Black	0
Options:	ADL	Skid Plate Group	350
	LNF	Black Left LED Spot Lamp	640
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4140	Government Incentives	0
Special Equipment:	99595A		0
Destination Fees:			1,595

Your cost \$42,983.00
 Thanks

Total Price: 48,925

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

LANDMARK DODGE CHRYSLER JEEP

1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

Date Printed:	2024-04-03 11:06 AM	VIN:	1C4RDJFG7RC182832	Quantity:	01
Estimated Ship Date:	2024-03-11 1:59 AM	VON:	59757529	Status:	KZ - Released by plant and invoiced
Date Ordered:	2023-08-18 5:09 PM	Ordered By:	S52387B	FAN 1:	00DDK Dealer / Police Inventory
				FAN 2:	
Date Modified:	2023-10-25 3:08 PM	Modified By:	S52387B	Client Code:	
				Bid Number:	TB4140
				PO Number:	
Sold to:	Ship to:				
LANDMARK DODGE CHRYSLER JEEP (44378)	LANDMARK DODGE CHRYSLER JEEP (44378)				
1900 S NOLAND RD	1900 S NOLAND RD				
INDEPENDENCE, MO 640551316	INDEPENDENCE, MO 640551316				

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	ADL	Skid Plate Group	350
	CKD	Floor Carpet	150
	LNF	Black Left LED Spot Lamp	640
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RA	March Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4140	Government Incentives	0
Special Equipment:	99595B		0
	99595A		0
Destination Fees:		Your cost \$40,373.00	1,595
		Thanks	
		Total Price:	<u>45,810</u>

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

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LANDMARK DODGE CHRYSLER JEEP
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

Date Printed: 2024-04-03 10:59 AM VIN: 1C4RDJFG6RC204996 Quantity: 01
 Estimated Ship Date: 2024-04-12 1:59 AM VON: 60405344 Status: D1 - Gateline:plant has sequenced the unit for production,estimated ship date assigned
 Date Ordered: 2024-02-01 1:41 PM Ordered By: S52387B FAN 1:
 Date Modified: 2024-03-08 11:50 AM Modified By: S52387B FAN 2:
 Client Code:
 Bid Number: TB4140
 PO Number:
 Sold to: LANDMARK DODGE CHRYSLER JEEP (44378) Ship to: LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316 INDEPENDENCE, MO 640551316

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg i w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150
	-X9	Black	0
Options:	ADL	Skid Plate Group	350
	LNF	Black Left LED Spot Lamp	640
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4140	Government Incentives	0
Special Equipment:	99595A		0
Destination Fees:			1,595

Your cost \$40,373.00
 Thanks

Total Price: 45,810.

Order Type: Fleet PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 01

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LANDMARK DODGE CHRYSLER JEEP
 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316

Priced Order Confirmation (POC)

Date Printed: 2024-04-03 11:01 AM **VIN:** 1C4RDJFG4RC204995 **Quantity:** 01
Estimated Ship Date: 2024-04-13 1:59 AM **VON:** 60405343 **Status:** D1 - Gateline:plant has sequenced the unit for production,estimated ship date assigned
Date Ordered: 2024-02-01 1:41 PM **Ordered By:** S52387B **FAN 1:**
Date Modified: 2024-03-08 12:06 PM **Modified By:** S52387B **FAN 2:**
Sold to: LANDMARK DODGE CHRYSLER JEEP (44378) **Ship to:** LANDMARK DODGE CHRYSLER JEEP (44378)
 1900 S NOLAND RD 1900 S NOLAND RD
 INDEPENDENCE, MO 640551316 INDEPENDENCE, MO 640551316
Client Code:
Bid Number: TB4140
PO Number:

Vehicle: 2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*A7	Cloth Bucket Seats W/Rear Vinyl	150
	-X9	Black	0
Options:	ADL	Skid Plate Group	350
	LNF	Black Left LED Spot Lamp	640
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RC	May Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4140	Government Incentives	0
Special Equipment:	99595A		0
Destination Fees:		Your cost \$40,373.00 Thanks	1,595

Total Price: 45,810 .

Order Type: Fleet **PSP Month/Week:**
Scheduling Priority: 1-Sold Order **Build Priority:** 01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

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

MEETING DATE	04/22/2024	
BILL NUMBER	R24-34	
AGENDA TITLE	<p>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH THE JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE FOR CONFINEMENT OF PRISONERS AT THE JOHNSON COUNTY MISSOURI SHERIFF'S DETENTION UNIT</p>	
	POLICE	
PRESENTER	Ed Turner, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	100-20-72000
	Balance Available:	12,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide detention services for persons arrested on municipal, state, felony charges by Grain Valley Police Department, sentenced to confinement by Grain Valley Municipal Judge, pending release, or bond	
BACKGROUND	The Johnson County Missouri Sheriff's Office has agreed to provide secure detention services at an assigned cost for adults in compliance with all requirements of state, local and federal law and consistent with industry standards. The Sheriff's Office will also provide a paid service to transport prisoners to and from their detention facility.	
SPECIAL NOTES	The agreement was reviewed by legal representatives from the City of Grain Valley.	
ANALYSIS	Not Applicable	
PUBLIC INFORMATION PROCESS	Not Applicable	

BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Use of Detention Facility User Agreement between the Johnson County Missouri Sheriff's Office and Grain Valley Police Department, and a copy of the revised contract

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

April 22, 2024

RESOLUTION NUMBER
R24-34

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH THE
JOHNSON COUNTY MISSOURI SHERIFF'S OFFICE FOR CONFINEMENT OF PRISONERS
AT THE JOHNSON COUNTY MISSOURI SHERIFF'S DETENTION UNIT**

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to employee and public safety; and

WHEREAS, the Grain Valley Police Department must utilize secure detention facilities to house persons arrested on felony charges, awaiting their release or transfer; and

WHEREAS, the Board of Aldermen has set the funds aside for this expense in the 2024 Fiscal Year Budget; and

WHEREAS, the Johnson County Missouri Sheriff's Office has agreed to provide the required detention services for all persons referred by Grain Valley Police Department.

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 sign into a cooperative agreement for Confinement of Prisoners with the Johnson County Missouri Sheriff's Office.

PASSED and APPROVED via voice vote, (-) this 22nd Day of April 2024.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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Johnson City Sheriff's Office

**Sheriff
Scott W. Munsterman**

**Major
Aaron N. Brown**

**Captain
Mike Hanes**



AGREEMENT FOR DETENTION SERVICES

This AGREEMENT is made by and between the City of Grain Valley, Missouri (hereinafter called "City") and the County of Johnson (hereinafter called "Contractor").

WHEREAS, City requires services for the housing of City inmates and detainees ("prisoners or inmates") on a short and long-term basis; and

WHEREAS, Contractor is prepared to provide these services;

NOW, THEREFORE, in consideration for the mutual covenants contained in this Agreement, the City and the Contractor agree as follows:

SECTION 1. Scope of Agreement.

- (a) Contractor agrees to furnish secure facilities and personnel twenty-four (24) hours a day, seven (7) days a week for confinement of both male and female City inmates and detainees being held who are pretrial or serving City time as imposed by a municipal court judge.
- (b) Contractor agrees to provide the following consistent with the current American Correctional Association standards: correctional officers, administrative and support service staff, housing, food and facilities for the City's inmate and detainees, including, but not limited to providing a bed, tables, chairs, clothing, food, and other related facilities.
- (c) Contractor shall at all times treat and care for all City inmates and detainees

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



and City arrestees and detainees placed with the Contractor in a humane, appropriate, and professional manner in compliance with all requirements of state, local and federal law and consistent with applicable industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the City of Grain Valley, Missouri, State of Missouri or the United States of America.

- (d) Contractor shall ensure that persons confined in the Facility have adequate clothing, food, and bedding. Deprivation of adequate clothing, food, or bedding shall not be used as a disciplinary action against any confined person.

Section 2. The-Facilities. The Detention Facility ("Facility" or "Facilities") is located at 278 S.W. 871 Road, Centerview, MO 64019. All Facilities shall meet the following requirements:

- (a) Facility must be secured for the prevention of escape and confinement of prisoners at all times.
- (b) The Facility shall separate male and female inmates such that they are not in sight or sound of each other (normal voice level).
- (c) The Facility shall meet the requirements of the ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City.

Section 3. Operation of Facilities. All Facilities must be operated in accordance with the following requirements:

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



(a) **Federal, State and ACA Standards.** All Contractor's operations shall comply with all Federal, State, and Local laws, and ACA (American Correctional Association) standards for Adult Local Detention Facilities, except when non-conformance has been approved by the City. Policies, where required, shall be available for review by the City.

i. Contractor shall specifically comply with Section 221.050, RSMo which provides, "Persons confined in jails shall be separated and confined according to sex. Persons confined under civil process or for civil causes shall be kept separate from criminals. Nothing in this section shall be construed to prohibit the housing of persons on probation or parole with offenders or persons being held on criminal charges."

(b) **Contractor's Employees.** Contractor shall conduct background checks of all employees. Contractor shall not allow employees with prior felony convictions to have direct contact with or supervision of City prisoners.

(c) **Programs.** Programs, activities and services shall be provided equally to male and female prisoners.

(d) **Isolation Units.** The City agrees it will contact Contractor in advance if City is sending a prisoner who will require segregation or isolation to determine if space is available for that prisoner.

(e) **Transportation.**

Johnson City Sheriff's Office

Sheriff
Scott W. Munsterman

Major
Aaron N. Brown

Captain
Mike Hanes



(1) **In General.** City shall be responsible for transporting prisoners from the City to the detention facility and other destinations (court, medical, and dental treatment), as required.

(2) **Optional Transportation Service.**

a. **Basic Service.** In Contractor's sole discretion, Contractor may elect to offer transportation services during the term of the Contract.

1. The cost associated with the transporting of prisoners will be a cost of twenty dollars (**\$20.00**) per round trip, however, when multiple prisoners from the City are transported, only one charge will be assessed for that trip. If the City has more prisoners to be transported than the capacity of the transport vehicle, and a second transport is needed, then a second transport fee of twenty dollars (**\$20.00**) will be assessed for that trip.

2. The Contractor may charge the City a total of twenty dollars (**\$20.00**) per round trip from the Contractor's facility to pick up or to deliver the prisoner back to the City's Facility or their respective Courts. The twenty-dollar (\$20.00) fee will be charged per trip regardless of the number of prisoners being transported in the transport vehicle. If an additional vehicle is required, then an additional transport fee will be assessed.

b. **Additional Pickups.** If the Contractor offers transportation

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services during the term of the Contract, the Contractor and City will agree to times and schedule. If additional pickup and deliveries are requested by the City, it is understood the twenty-dollar (\$20.00) round trip charge will apply.

- c. **Cancellation.** If the Contractor provides optional transportation services, the Contractor may cancel or postpone any pickup or delivery of prisoners due to inclement weather or when conditions exist that would make the delivery or pickup dangerous to the public, prisoner, or the Contractor's employee.
- d. **Documentation.** Documentation associated with the pickup and delivery of the City prisoners **MUST** be received by the Contractor by the time designated by the Contractor which will be set by agreement between the Parties.
- e. **Male and Female Passengers.** When transporting an opposite sex prisoner, Contractor will ensure there are other prisoners on board or a minimum of two drivers unless the transport vehicle is equipped with a working in car video.
- f. **Minimum Equipment.**
 - 1. Transport vehicles shall be secure, handicap accessible and shall have at minimum, cages, restraint equipment, emergency equipment (first aid and fire extinguisher), and communications equipment (radio or phone).

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2. The transport vehicles must be equipped with working heat and air conditioning in the prisoner compartment.

Section 5. Prisoner Health Care.

- (a) **In general.** All prisoners shall be provided onsite health care professional care and prescriptions for non- emergency health care needs at no cost to City and all City prisoners shall receive the same onsite health care professional care and prescriptions for non- emergency health care and prescriptions as prisoners from Johnson City, Missouri.
- (b) **Emergencies.** Prisoners requiring medical treatment at a hospital emergency room are to be taken to the nearest appropriate medical facility. Anytime a prisoner is taken for medical treatment, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. Emergency treatment may be authorized by the Contractor; however, the City may not accept responsibility for the associated cost. If City does not accept responsibility for the associated cost of the prisoner's emergency treatment, Contractor may return prisoner to City immediately so that City will house the prisoner.
- (c) **Hospital Admission.** If a prisoner is admitted into a medical facility or transported to another medical facility, Contractor will contact the City and notify the on-duty staff of the nature of the prisoner's illness/injury. If elected, the City shall respond to the medical facility within two (2) hours and take custody of the prisoner. If the City designates not to respond, the cost associated to the City is thirty dollars (**\$30.00**) per employee, per hour,

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as the Contractor remains with the prisoner.

- (d) **Prisoner Solely Responsible for Medical Costs.** Prisoners are personally responsible for any routine medicine, medical or dental expenses, in accordance with the revised Statues of the State of Missouri, (221.120 RSMO).
- (e) **Medications.** Contractor shall provide routine medications to Prisoners at no cost to the City in accordance with Contractor's policies for prisoners from Johnson City, Missouri. Contractor does not purchase more than seven (7) days medication at a time.
- (f) **Refusal of Certain Prisoners.** The City agrees Contractor shall have the right to refuse to accept a Prisoner based upon current medical conditions including but not limited to: high risk or late term pregnancy, cancer, influenza, tuberculosis, any highly contagious or infectious disease and any medical condition which requires hospitalization or 24- hour around the clock medical care.

Section 6. Release of Prisoners.

- (a) **In General.** All prisoners are to be released through the City and no City prisoner shall be released in Centerview. When a prisoner has reached the day prior to his/her scheduled release date or earlier if ordered by the City, City will transport him/her to the City 's designated Place in Grain Valley, Missouri. Prisoners who have had their fine or bond posted will also be transported back to the City 's designated Place for release

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by the City.

- (b) **Prisoner's Release Date and Jake's Law.** Whenever a Prisoner has reached his or her release date, the Prisoner will, without exception be returned to the City's designated Place. City is responsible for the transportation of the Prisoner. This procedure will be followed regardless of any warrant that is outstanding from another agency. The Prisoner will be taken back to the City's designated Place and will be released to the City. City is responsible for compliance with Jake's Law. It is the City's responsibility to contact the Agency which has the outstanding warrant for the subject.

Section 7. Reports. Contractor shall provide the following reports, in writing:

- (a) **Incidents.** Any Incidents involving any City prisoner, whether as victim or suspect, Contractor shall immediately report the incident to the City. Reportable incidents include, but are not limited to: injuries, fights, assaults, claims of harassment, loss of personal property, escape, or attempted escape or conduct that result in loss of prisoner privileges.
- (b) **Housing and Medical Reports.** A detailed report for housing, medical services, dental and medicine will be submitted to the City or their designee once per month for all prisoners housed during the previous calendar month. This report shall include the prisoner's name, dates of housing, total number of days housed during the reporting period, and any other expenses.

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Section 8. Visits.

- (a) City reserves the right to make unscheduled visits at the Contractor's Facility and full access will be required at that time or the Agreement may be canceled.
- (b) Contractor shall allow City inmates to have visitation from outside persons in accordance with Contractor's visitation policies and through the methodologies used by Contractor for visitation for Johnson City, Missouri inmates.

SECTION 9. Compensation.

- (a) **Minimum Number of Beds.** Contractor provides no guarantee to the City the availability of a certain number of beds per day in Contractor's Facility. City shall pay the Contractor sixty dollars (**\$60.00**) per bed per day.
- (b) **Additional Beds.** If City needs additional beds for prisoners, Contractor shall provide City additional beds if Contractor has additional beds. The decision of whether there are additional available beds shall be made by the Contractor's Jail Administrator. City shall pay Contractor an additional sixty dollars (**\$60.00**) per day per bed. If Contractor needs the additional bed back from the City, the City must return the additional bed(s) within one day except on holidays and the weekends.
- (c) **Additional Services.** The fee of sixty dollars (\$60.00) only pertains to the housing of the prisoners and does not include the Contractor's optional transportation fees associated with the transporting of the prisoners to the required locations such as to and from the City

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designated Place, Contractor's facility, and Court or any other additional services agreed upon by the City and Contractor.

- (d) **Return of Prisoners.** The Contractor may refuse to house, or order the return a housed inmate back to the City's designated Place due to safety or medical issues which require additional services that the Contractor cannot provide. City shall be responsible for the transport of the inmate back to the City's designated Place.
- (e) **Payment.** Contractor shall submit a monthly invoice to the City for services provided in the previous month. City shall pay the Contractor within 30 days of receipt of the actual invoice.

SECTION 10. Modification of the Contract.

Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, City and Contractor will agree to an equitable adjustment of the Agreement price, period of service, or both, and will reflect such adjustment in a change order or contract amendment.

SECTION 11. Indemnification.

- (a) Having considered the potential liabilities that may exist during the performance of this Agreement and the Contractor's fee, and in consideration of the mutual covenants contained in the Agreement, City and Contractor agree to allocate and limit such liabilities in accordance with this Section.

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- (b) The Contractor agrees to indemnify and hold harmless the City and the Grain Valley Police Department, their agents, officials, and employees and to assume all risk, responsibility for death of or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving any such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly related to the performance of this work, including patent and copyright infringements.
 - (c) Contractor shall indemnify City and Grain Valley Police Department against legal liability for damages arising out of claims by Contractor's employees.
 - (d) Contractor shall have no obligation to defend, indemnify, or hold harmless the City or Grain Valley Police Department or any City or Grain Valley Police Department officials or employees for any claim arising out of a negligent act or intentional misconduct on the part of a City or Grain Valley Police Department official or employee.

SECTION 12. Insurance.

During the performance of the Services under this Agreement, Contractor shall maintain the following insurance:

- A. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
- B. Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

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C. General Liability, Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.

D. Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

Contractor shall furnish City and Grain Valley Police Department certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the City and Grain Valley Police Department. All subcontractors shall be required to include City and Grain Valley Police Department and Contractor as additional insured on their General Liability insurance policies, and shall be required to indemnify City and Grain Valley Police Department and Contractor to the same extent.

SECTION 13. Termination.

- (a) **Termination for Convenience.** City may terminate or suspend performance of this Agreement at City 's convenience upon sixty (60) days' written notice to Contractor. If termination or suspension is for the City 's convenience, City shall pay Contractor for all the services performed until the date of the termination by City. Upon restart, and equitable adjustment shall be made to Contractor's compensation.
- (b) **Termination for Cause.** This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other

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party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

- (c) **Termination for Lack of Funding.** In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to Contractor.
- (d) **Force Majeure Termination.** If, as a result of any natural disaster, windstorm, earthquake, fire, flood, act of terrorism or war, or Act of God, Contractor is unable to perform this Agreement, the Agreement shall immediately terminate.

SECTION 14. Waiver

A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

SECTION 15. Severability.

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken

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provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined.

SECTION 16. Binding Agreement.

City and Contractor each bind itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

SECTION 17. Assignment.

Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

SECTION 18. Third Party Beneficiary.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City, Grain Valley Police Department, and Contractor.

SECTION 19. Independent Contractor.

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered

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to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

SECTION 20. Right to Audit.

The Parties shall maintain all records in accordance with all State of Missouri Records Retention Requirements. Contractor agrees that Grain Valley Police Department and the City, or their duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

SECTION 21. Term of Contract.

- (a) **Initial Term.** This agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for a successive one (1) year period unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the current term.

SECTION 22. Discrimination.

During the performance of this contract/agreement or purchase order, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for

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employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. However, this provision shall not be construed to require Contractor act in any way beyond what is required by federal law of the laws of the State of Missouri and no cause of action is created by this provision for any individual not a signatory to this Agreement.

The Contractor will comply with all solicitations of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract/agreement or purchase order with any of the said rules, regulations, or orders, this contract/agreement or purchase order may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for any further government agreement/contracts or purchase order or federally assisted contract/agreement in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an organization becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by City, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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**Captain
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SECTION 23. Governing Law.

This Agreement shall be governed by the laws of the state of Missouri.

SECTION 24. Notice

Any communication required by this Agreement shall be made in writing to the address specified below:

CONTRACTOR:

Sheriff Scott Munsterman
Johnson City Sheriff's Office 278
SW 871 RD
Centerview, MO 64019

CITY OF GRAIN VALLEY:

Chief Ed Turner
10000 E. 59th St.,
Grain Valley, MO 64133

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

SECTION 25. Additional Projects

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City and Contractor each reserve the right to, from time to time; enter into other agreements or contracts for specific projects. If such agreements or contracts are separately approved in writing by the parties, the terms and conditions of those agreements or contracts shall prevail for the specific projects set forth therein.

SECTION 26. Disputes

This Agreement represents the entire agreement between City and Contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the Contractor's services described herein are superseded. Any dispute resolving any provision of this Agreement shall be resolved by binding Arbitration if the Parties cannot reach an agreement after escalating the dispute through their chain of command. The arbitrator shall be a retired Circuit or Associate Circuit Judge. of the State of Missouri, to be agreed upon by the parties. If the parties are unable to agree upon a retired judge to serve as an arbitrator, each party shall select an arbitrator. The arbitrators so selected shall then meet and select a third arbitrator who shall hear and decide the matter.

SECTION 27. Survival of Certain Sections

The following Sections shall survive the expiration or termination of this Agreement for any reason: (3, 9, 11, 14, 15, 17, 19, 20, 26 and 27).

SECTION 28. Employee Eligibility Verification.

Contractor shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or

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authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

SECTION 29. City 's Financial Obligation.

City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City 's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

SECTION. 30. Meetings.

(a) **Kickoff Meeting:** In order to have a smooth transition for Contractor providing

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services, the City and Contractor shall have a kickoff meeting in person at a time agreed by the Parties that includes the personnel from the City and Contractor who will be implementing and performing the services in the Contract for the City and the Contractor. The meeting shall be at the Facility.

- (b) **Meetings 1st 90 Days of the Contract.** The City and Contractor shall meet bi-weekly during the first ninety days of the Contract. The meetings will be at the Facility unless the Parties agree to a teleconference meeting.
- (c) **Regular Meetings.** After the first ninety days of the Contract, City and Contractor shall meet regularly to communicate on operations and any issues.

SECTION 31. Reports.

Contractor shall provide City regular reports in such time intervals and on such items as the Parties agree.

SECTION 32. Misuse of Prison Labor.

Contractor shall not misuse prison labor. Contractor shall comply with City ordinance, Section 44-10 entitled "Misuse of Prison Labor" which provides as follows:

Prohibited. Except where permitted in subsection {b} of this section, it shall be unlawful for the City, City, or any department, officer or employee of the City, or City, to engage or permit to be engaged any prisoner, in the custody and care of a correctional facility, in competition with free labor, or to contract the services of a City prisoner in any labor which otherwise would be performed by paid laborers. This prohibition shall not include services provided by an inmate as a trustee at

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the Facility or for the Facility.

Exceptions. This section shall not be construed as prohibiting the employment of City prisoners after conviction in any work to be performed strictly for the use and benefit of the City or other governmental entities or agencies, or as a part of any established community service work program, or for work performed for any charitable organization, agency or other non-for-profit corporation.

IN WITNESS WHEREOF, City of Grain Valley and Contractor, by and through their authorized officers, have made and executed this Agreement.

CITY OF GRAIN VALLEY

COUNTY OF JOHNSON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Scott W. Munsterman**

**Major
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**Captain
Mike Hanes**



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