# CITY OF GRAIN VALLEY BOARD OF ALDERMEN REGULAR MEETING AGENDA

# **DECEMBER 14, 2020**

# 7:00 Р.М.

# OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE DIAL IN (301) 626-6799 | MEETING ID 845 0777 4350 | ACCESS CODE 097303

# ITEM I: CALL TO ORDER

• Mayor Chuck Johnston

# ITEM II: ROLL CALL

• City Clerk Jamie Logan

# ITEM III: APPROVAL OF AGENDA

• City Administrator Ken Murphy

# ITEM IV: PROCLAMATIONS

• None

# ITEM V: CONSENT AGENDA

- November 23, 2020 Board of Aldermen Regular Meeting Minutes
- December 14, 2020 Accounts Payable

# ITEM VI: PREVIOUS BUSINESS

• None

#### ITEM VII: NEW BUSINESS

• Grain Valley Fair

# ITEM VIII: PRESENTATIONS

• Cory Scheer – City Strategic Plan

# ITEM IX: PUBLIC HEARING

- Grain Valley Interchange Tax Increment Financing Plan (Projects 1A, 1B, 3 & 4) and the Grain Valley Marketplace Tax Increment Financing Plan (Project 2) Hearing
- Missouri Made Marijuana, LLC Conditional Use Permit
- Blue Springs Safety Storage South LLC Amend Comprehensive Plan Future Land Use Map
- Blue Springs Safety Storage South LLC Change in Zoning Request



# **ITEM X: RESOLUTIONS**

<b>ITEM X (A)</b> R20-54 Introduced by Alderman Jayci	A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement with Oak Grove Animal Clinic
Stratton	To provide animal care, boarding and related services to animals taken into custody by Grain Valley Animal Control Officer
<b>ITEM X (B)</b> R20-55 Introduced by Alderman Nancy	A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Approving a Contract With the Grain Valley School District to Provide Meals for Senior Luncheons
Totton	To provide meals for the monthly senior luncheons
<b>ITEM X (C)</b> R20-56 Introduced by	A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Write off of Doubtful Utility Account Balances
Alderman Shea Bass	To write off uncollectible and bankrupt accounts to more accurately report accounts receivable
<b>ITEM X (D)</b> R20-57 Introduced by Alderman Tom	A Resolution by the Board of Aldermen of the City of Grain Valley Approving a Contract with the Grain Valley Assistance Council to Provide funding for the Home Delivered Meals Program
Cleaver	To provide funding for the Home Delivered Meals Program
ITEM XI: ORDINA	ANCES
<b>ITEM XI(A)</b> B20-37 2 <sup>ND</sup> READ	An Ordinance Amending the Budget of the City of Grain Valley, Missouri for the Fiscal Year 2020
Introduced by Alderman Shea Bass	Annual amendment to the current budget (2020) to more accurately reflect the actual revenues and expenditures
<b>Item XI(B)</b> B20-38 1 <sup>st</sup> Read	An Ordinance Vacating 60-Foot Right-of-Way for Jefferson Street and Adjoining Utility Easements
Introduced by Alderman Tom Cleaver	To vacate the 60-foot right-of-way for Jefferson Street and the 10-foot utility easements on the north and south side of the street right-of-way as shown on the East Kansas City Industrial Park 3 <sup>rd</sup> Plat
<b>ITEM XI(C)</b> B20-39 1 <sup>st</sup> Read	An Ordinance Approving the Final Plat of East Kansas City Industrial Park- 14 <sup>th</sup> Plat
I KEAD Introduced by Alderman Bob Headley	To gain final plat approval for East Kansas City Industrial Park – $14^{th}$ Plat



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Alderman Rick Knox	
<b>ITEM XI(E)</b> B20-41 1 <sup>ST</sup> READ Introduced by	An Ordinance Approving a Conditional Use Permit for a Medical Marijuana Infused Products Manufacturing Facility on Approximately 6 Acres
Alderman Jayci Stratton	The applicant, Missouri Made Marijuana (MMM) LLC, is requesting approval of a conditional use permit to operate a medical marijuana manufacturing facility on approximately 6 acres
ITEM XI(F) B20-42 1 <sup>st</sup> Read	An Ordinance to Amend the Future Land Use Map in the 2014 Comprehensive Plan
Introduced by Alderman Nancy Totton	To amend the City's comprehensive plan future land use map
ITEM XI(G)	An Ordinance Changing the Zoning on Approximately 16.6 Acres from
B20-43	District M-1 (Light Industrial) to District R-1 (Single Family Residential)
1 <sup>st</sup> Read	and Approximately 8.4 Acres from District M-1 (Light Industrial) to
Introduced by Alderman Tom	District R-2 (Duplex Residential)
Cleaver	To allow the continued development of single family from Eagle Pidge Estates

To allow the continued development of single family from Eagle Ridge Estates and the duplex development from Eagle Ridge multi-family that are west of this area

#### **ITEM XII: CITY ATTORNEY REPORT**

• City Attorney

**ITEM XI(D)** B20-40  $1^{st}$  Read

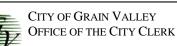
Introduced by

#### **ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS**

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

#### **BOARD OF ALDERMEN REPORTS & COMMENTS ITEM XIV:**

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley



An Ordinance Approving the Final Plat of Eagle Ridge Estates – 4<sup>th</sup> Plat

To gain final plat approval for Eagle Ridge Estates 4<sup>th</sup> Plat

- Alderman Rick Knox
- Alderman Jayci Stratton
- Alderman Nancy Totton

# ITEM XV: MAYOR REPORT

• Mayor Chuck Johnston

# ITEM XVI: 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 XVII: ADJOURNMENT

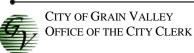
# PLEASE NOTE

# THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON JANUARY 11, 2021 AT 7:00 P.M. THE MEETING WILL BE IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL.

Persons requiring an accommodation to participate in the meeting should contact the city clerk at 816.847.6211 at least 48 hours before the meeting

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

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



# 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 October 26, 2020 at 7:00 p.m. via video conference of the elected officials as a result of the COVID-19 pandemic
- The meeting was called to order by Mayor Johnston

# ITEM II: ROLL CALL

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

#### -QUORUM PRESENT-

#### ITEM III: APPROVAL OF AGENDA

• No Changes

#### ITEM IV: PROCLAMATIONS

• None

#### ITEM V: CONSENT AGENDA

- November 9, 2020 Board of Aldermen Regular Meeting Minutes
- November 23, 2020 Accounts Payable
- Alderman Headley made a Motion to Accept the Consent Agenda
- The Motion was Seconded by Alderman Totton
  - No Discussion
- Motion to Approve the Consent Agenda was voted on with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - o Abstain: None

#### -MOTION APPROVED: 6-0-

#### ITEM VI: PREVIOUS BUSINESS

- Captain's Pub, LLC was presented for the second time to the board; requested a motion to approve the liquor license; They are still waiting for the county liquor license and the liquor permit cards; all else has been received
- Alderman Headley made a Motion to Approve the liquor license for Captain's Pub, LLC
- The Motion was Seconded by Alderman Totton

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Chuck Johnston		City Administrator Ken Murphy
Alderman Shea Bass		Deputy City Administrator Theresa Osenbaugh
Alderman Tom Cleaver		Chief James Beale
Alderman Bob Headley		Finance Director Steven Craig
Alderman Rick Knox		Parks and Recreation Director Shannon Davies
Alderman Jayci Stratton		Community Development Director Mark Trosen
Alderman Nancy Totton		City Clerk Jamie Logan
-		City Attorney Joe Lauber



- No Discussion
- Motion to Approve the liquor license for Captain's Pub, LLC was voted on with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - Abstain: None

#### -MOTION APPROVED: 6-0-

#### ITEM VII: NEW BUSINESS

• None

#### **ITEM VIII: PRESENTATIONS**

• None

#### ITEM IX: PUBLIC HEARING

• None

#### **ITEM X: RESOLUTIONS**

**Resolution No. R20-53:** A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2020 Budget

- Alderman Cleaver moved to approve Resolution No. R20-53
- The Motion was Seconded by Alderman Knox
  - This would ask for the budget to be amended by ordinance to amend budget to accurately reflect numbers
- Resolution No. R20-53 was voted upon with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - Abstain: None

#### -Resolution No. R20-53 Approved: 6-0-

#### ITEM XI: ORDINANCES

**Bill No. B20-35:** An Ordinance Approving the 2021 Fiscal Year Budget, Compensation Plan and Comprehensive Fee Schedule of the City Of Grain Valley, Missouri

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Chuck Johnston		City Administrator Ken Murphy
Alderman Shea Bass		Deputy City Administrator Theresa Osenbaugh
Alderman Tom Cleaver		Chief James Beale
Alderman Bob Headley		Finance Director Steven Craig
Alderman Rick Knox		Parks and Recreation Director Shannon Davies
Alderman Jayci Stratton		Community Development Director Mark Trosen
Alderman Nancy Totton		City Clerk Jamie Logan
-		City Attorney Joe Lauber



Bill No. B20-35 was read by City Attorney Joe Lauber for the second reading

- Alderman Stratton moved to accept the second reading of **Bill No. B20-35**; and approve it as ordinance #2528
- The Motion was Seconded by Alderman Headley
- Motion to accept the second reading of Bill No. B20-35 and approve it as Ordinance number #2528 was voted on by roll call vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - o Abstain: None

# -Bill No. B20-35 BECAME ORDINANCE #2528: 6-0

# Bill No. B20-36: An Ordinance Calling an Election in the City of Grain Valley, Missouri on April 6, 2021

Bill No. B20-36 was read by City Attorney Joe Lauber for the second reading

- Alderman Totton moved to accept the second reading of **Bill No. B20-36**; and approve it as ordinance #2529
- The Motion was Seconded by Alderman Knox
- Motion to accept the second reading of Bill No. B20-36 and approve it as Ordinance number #2529 was voted on by roll call vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - o Nay: None
  - o Abstain: None

#### -Bill No. B20-36 BECAME ORDINANCE #2529: 6-0

**Bill No. B20-37:** An Ordinance Amending the Budget of the City of Grain Valley, Missouri for the Fiscal Year 2020

- Alderman Bass moved to make the first reading by title only of **Bill No. B20-37**
- The Motion was Seconded by Alderman Headley
  - End of the year budget amendment for the City and with several updates throughout the year
- Motion to make the first reading of **Bill No. B20-37** by title only was voted on by voice vote:

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Chuck Johnston		City Administrator Ken Murphy
Alderman Shea Bass		Deputy City Administrator Theresa Osenbaugh
Alderman Tom Cleaver		Chief James Beale
Alderman Bob Headley		Finance Director Steven Craig
Alderman Rick Knox		Parks and Recreation Director Shannon Davies
Alderman Jayci Stratton		Community Development Director Mark Trosen
Alderman Nancy Totton		City Clerk Jamie Logan
		City Attorney Joe Lauber



- o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
- Nay: None
- Abstain: None

#### -Motion Approved 6-0-

#### Bill No. B20-37 was read by City Attorney Joe Lauber for the first reading

- Alderman Bass moved to accept the first reading of Bill Number B20-37; and make a second reading by title only at the next regular session
- The Motion was Seconded by Alderman Headley
  - No Discussion
- Motion to make the second reading of **Bill No. B20-37** by title only was voted on my voice vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - Abstain: None

#### -Motion Approved 6-0-

#### ITEM XII: CITY ATTORNEY REPORT

• None

#### ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
  - Will cancel 12/28 Board of Aldermen meeting as we do not need it
- Deputy City Administrator Theresa Osenbaugh
  - Working with ETC to get as many survey responses as possible, promoted on cocial media, emailed from in house, water bill list and fliers will be sent out trying to obtain more surveys; the survey will be open until December 4, 2020; Mayor asked how much response; There have been 300 responses so far the last time they checked
- Chief James Beale
  - o None
- Finance Director Steven Craig
  - o None
- Parks & Recreation Director Shannon Davies
  - o None

**ELECTED OFFICIALS PRESENT ELECTED OFFICIALS ABSENT STAFF OFFICIALS PRESENT** City Administrator Ken Murphy Mayor Chuck Johnston Alderman Shea Bass Deputy City Administrator Theresa Osenbaugh Alderman Tom Cleaver Chief James Beale Finance Director Steven Craig Alderman Bob Headley Alderman Rick Knox Parks and Recreation Director Shannon Davies Alderman Jayci Stratton Community Development Director Mark Trosen Alderman Nancy Totton City Clerk Jamie Logan City Attorney Joe Lauber



- Community Development Director Mark Trosen
  - Each year a detection survey is done by a 3<sup>rd</sup> party vendor to check for any leaks in our water lines, valves and hydrants; only 1 hydrant had an issue to be tightened this year; Congrats to our public works as they do an excellent job at preventative maintenance
- City Clerk Jamie Logan
  - o None

#### ITEM XIV: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
  - o None
- Alderman Tom Cleaver
  - o None
- Alderman Bob Headley
  - o None
- Alderman Rick Knox
  - o None
- Alderman Jayci Stratton
  - o None
- Alderman Nancy Totton
  - o None

# ITEM XV: MAYOR REPORT

- Mayor Chuck Johnston
  - Mentioned by Sni-a-bar extension on left North of Eagles Parkway, someone has hit a fire hydrant potentially in case that has not been reported

# **ITEM XVI: EXECUTIVE SESSION**

- Mr. Murphy stated an executive session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and 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
- Alderman Headley moved to close the Regular Meeting for items related Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Sealed bids and related documents, until the bids are opened; and sealed proposals

ELECTED OFFICIALS PRESENT	ELECTED OFFICIALS ABSENT	STAFF OFFICIALS PRESENT
Mayor Chuck Johnston		City Administrator Ken Murphy
Alderman Shea Bass		Deputy City Administrator Theresa Osenbaugh
Alderman Tom Cleaver		Chief James Beale
Alderman Bob Headley		Finance Director Steven Craig
Alderman Rick Knox		Parks and Recreation Director Shannon Davies
Alderman Jayci Stratton		Community Development Director Mark Trosen
Alderman Nancy Totton		City Clerk Jamie Logan
		City Attorney Joe Lauber



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

- The motion was seconded by Alderman Knox
  - No Discussion
- The motion was voted on with the following roll call vote:
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - o Nay: None
  - Abstain: None

# -MOTION CARRIED: 6-0-

#### -THE REGULAR MEETING CLOSED AT 7:19 PM-

- Alderman Headley moved to open the Regular Meeting
- The motion was seconded by Alderman Totton
  - No Discussion
- *The motion was voted on with the following roll call vote:* 
  - o Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - o Abstain: None

#### -MOTION CARRIED: 6-0-

# -THE REGULAR MEETING OPENED AT 7:35 PM-

#### **ITEM XX:** ADJOURNMENT

• The meeting adjourned at 7:35 P.M.

Minutes submitted by:

Jamie Logan City Clerk Date

ELECTED OFFICIALS PRESENT Mayor Chuck Johnston Alderman Shea Bass Alderman Tom Cleaver Alderman Bob Headley Alderman Rick Knox Alderman Jayci Stratton Alderman Nancy Totton **ELECTED OFFICIALS ABSENT** 

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



Minutes approved by:

Chuck Johnston Mayor Date

ELECTED OFFICIALS PRESENT Mayor Chuck Johnston Alderman Shea Bass Alderman Tom Cleaver Alderman Bob Headley Alderman Rick Knox Alderman Jayci Stratton Alderman Nancy Totton ELECTED OFFICIALS ABSENT

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

EPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	48.29
			KC EARNINGS TAX WH	56.58
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,636.21
			MISSOURI WITHHOLDING	3,398.09
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	315.00
			EMPLOYEE DEDUCTIONS	294.00
		HAMPEL OIL INC	CJC FUEL	327.02
			CJC FUEL	361.28
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	300.98
			AFLAC PRETAX	281.48
			AFLAC-W2 DD PRETAX	200.25
		MIDWEST PUBLIC RISK	AFLAC-W2 DD PRETAX	200.14 171.94
		WIDMEST LODITC KISK	DENTAL	
			DENTAL	162.27
			OPEN ACCESS	476.00
			OPEN ACCESS	476.00
			OPEN ACCESS	212.52
			OPEN ACCESS	212.52
			HSA	476.36
			HSA	470.73
			HSA	1,510.38
			HSA	1,508.17
			HSA	167.13
			HSA	20.82
			VISION	16.54
			VISION	16.00
			VISION	39.20
			VISION	35.33
			VISION	115.50
			VISION	115.59
			VISION	22.34
			VISION	14.47
		HSA BANK	HSA - GRAIN VALLEY, MO	319.39
			HSA - GRAIN VALLEY, MO	320.66
			HSA - GRAIN VALLEY, MO	433.81
			HSA - GRAIN VALLEY, MO	435.66
		SHERIFFS RETIREMENT SYSTEM	NOV 2020 SHERIFF RETIREMEN	115.25
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	214.72
		CASEYS GENERAL STORE	CARULLO RESTITUTION	55.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	213.80
			FLEX - DEPENDENT CARE	216.67
		HOPE HOUSE	NOV 20 DOMESTIC VIOLENCE	152.00
		MO DEPT OF REVENUE	NOV 2020 CVC FUNDS	278.07
		MO DEPT OF PUBLIC SAFETY	NOV 20 TRAINING FUND	39.00
		ICMA RC	ICMA 457 %	295.66
			ICMA 457 %	308.72
			ICMA 457	390.60
			ICMA 457	392.21
			ICMA ROTH IRA	30.36
			ICMA ROTH IRA	29.72
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,221.91
		INTERNAL REVENUE SERVICE		
			FEDERAL WH	11,035.36

#### COUNCIL REPORT

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SOCIAL SECURITY	4,764.94
			SOCIAL SECURITY	5,593.10
			MEDICARE	1,114.39
			MEDICARE	1,308.04
			TOTAL:	50,241.27
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	BROWN SCREENING	95.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	157.08
			MONTHLY CONTRIBUTIONS	157.06
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	32.47
			PENS/CALENDAR/BOX/PAPER	27.88
		WAGEWORKS	NOV 2020 MONTHLY FEES	63.50
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			DENTAL	35.02
			HSA	246.35
			HSA	239.85
			HSA	324.03
			HSA	334.67
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
			HSA - GRAIN VALLEY, MO	100.33
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	16.58
		THE EXAMINER	RFP'S FOR TOW SERVICE	47.04
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	111.01
			SOCIAL SECURITY	110.96
			MEDICARE	25.96
			MEDICARE	25.95
			TOTAL:	2,297.64
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	SERVICE 10/14/20	438.75
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.59
		MIDWEST PUBLIC RISK	DENTAL	0.58
			HSA	9.57
		HSA BANK	HSA - GRAIN VALLEY, MO	2.40
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	120.03
			CELLULAR SERVICE 11/19-12/	27.09-
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.45
			MEDICARE	0.81
			TOTAL:	553.09
BLDG & GRDS	GENERAL FUND	GENERAL ELEVATOR	DECEMBER SERVICE	147.00
		ELEVATOR SAFETY SERVICES INC	ANNUAL INSPECTION - HYDRAU	160.00
		EVERGY	513 GREGG	46.28
			600 BUCKNER TARSNEY	15.16
			596 BUCKNER TARSNEY	14.20
			CAPPELL & FRONT, PH, PUBLI	10.96
			618 JAMES ROLLO CT	75.66
			1608 NW WOODBURY DR	33.07
			6100 S BUCKNER TARSNEY RD	11.47
			618 JAMES ROLLO CT	18.95
			711 MMAIN ST CITY HALL	897.72
			620 JAMES ROLLO CT	25.73
			517 GREGG	89.24
			1805 NW WILLOW DR	32.85
		COMCAST	1805 NW WILLOW DR CITY HALL VOICE EDGE	32.85 577.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	2,180.46
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	333.26
			MONTHLY CONTRIBUTIONS	338.33
		PETTY CASH	RAPIO LUNCHEON	8.00
			DISINFECTIN WIPES	9.54
			RAPIO LUNCHEON	8.00
			SHELF FOR LOBBY	14.95
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	29.99
			PENS/CALENDAR/BOX/PAPER	29.99
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	15.00
		LITTLER MENDELSON PC	LEGAL SERVICES	423.50
		MIDWEST PUBLIC RISK	DENTAL	23.88
			DENTAL	24.36
			DENTAL	24.30
			DENTAL	0.92
				33.12
			HSA	
			HSA	13.02
			HSA	396.62
			HSA	404.75
		HSA BANK	HSA - GRAIN VALLEY, MO	61.99
			HSA - GRAIN VALLEY, MO	62.89
			HSA - GRAIN VALLEY, MO	6.72
			HSA - GRAIN VALLEY, MO	2.64
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	30.55
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	263.93
			SOCIAL SECURITY	269.20
			MEDICARE	61.73
			MEDICARE	62.95
			TOTAL:	2,932.18
LECTED	GENERAL FUND	PEREGRINE CORPORATION	SURVEY INSERT	250.00
		PETTY CASH	BATES CITY BBQ - CHIEFS LU	50.00
			REGISTERED VOTERS LIST	10.84
			PADLOCK FOR GREGG STREET	
		GRAIN VALLEY ASSISTANCE COUNCIL	2020 MAYORS CHRISTMAS TREE	1,250.00
			BRIGHT FUTURES: 2020 CHRIS	-
			TOTAL:	
INANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
111111011			MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	229.63
		MISSONI ENGLIS	MONTHLY CONTRIBUTIONS	229.63
		OFFICE DEPOT	PENS/CALENDAR/BOX/PAPER	
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	
		MIDWEST PUBLIC RISK	DEC 20 STANDARD LIFE INSOR	34.90
		MIDWEDI IODULO KISK	DENTAL	34.90 34.68
			HSA	149.50 145.32
			HSA	
			HSA	324.03
			HSA	329.16
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	36.45
			HSA - GRAIN VALLEY, MO	
			HSA - GRAIN VALLEY, MO HSA - GRAIN VALLEY, MO	50.00 50.79

#### COUNCIL REPORT

EPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUN
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	168.90
			SOCIAL SECURITY	169.68
			MEDICARE	39.52
			MEDICARE	39.68 2,141.20
OURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING	210.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	148.79
			MONTHLY CONTRIBUTIONS	144.32
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	19.4
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	12.0
		MIDWEST PUBLIC RISK	DENTAL	18.0
			DENTAL	18.0
			DENTAL	1.2
			HSA	299.0
			HSA	299.0
			HSA	23.4
		HSA BANK	HSA - GRAIN VALLEY, MO	75.0
			HSA - GRAIN VALLEY, MO	75.0
			HSA - GRAIN VALLEY, MO	3.6
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	15.2
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	173.3
			SOCIAL SECURITY	170.2
			MEDICARE	40.5
			MEDICARE	39.8
			TOTAL:	1,785.99
CTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	127.3
			MONTHLY CONTRIBUTIONS	127.3
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	12.0
		MIDWEST PUBLIC RISK	DENTAL	34.9
			DENTAL	34.9
			HSA	648.0
			HSA	648.0
		HSA BANK	HSA - GRAIN VALLEY, MO	100.0
			HSA - GRAIN VALLEY, MO	100.0
		THE LINCOLN NATIONAL LIFE INSURANCE CO		13.4
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	116.2
			SOCIAL SECURITY	145.6
			MEDICARE	27.1
			MEDICARE	34.0
			TOTAL:	2,209.6
् प्राच्या		MICCONDI INCEDO		71 ^
JEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	71.0
			MONTHLY CONTRIBUTIONS	73.3
		PETTY CASH	GLUE STICKS	1.9
		ADVANCE AUTO PARTS	NATRL SHINE PROTECT/BRAKE	61.5
			MINI BULB-LONG LIFE	11.1
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	6.0
		OREILLY AUTOMOTIVE INC	TPMS SRVC KT	9.4
			GASKET MAKER	14.9
			WIRE LOOM	35.5
			O-RINGS	19.8
			1 GAL MOTOR OIL/ TRANS FLU	71.9

EPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				105 00
			WIRE LOOMS	125.00
			NITRILE GLV	49.38
		FASTENAL COMPANY	14.5 UVBLACK CBL TIE	116.58
			242 THRDLCKR 50ML	70.47
		MIDWEST PUBLIC RISK	DENTAL	17.45
			DENTAL	18.02
			HSA	149.50
			HSA	154.32
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	38.71
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	7.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.92
			PW/WOLTZ UNIFORMS	9.92
			PW/WOLTZ UNIFORMS	9.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	55.21
			SOCIAL SECURITY	57.00
			MEDICARE	12.91
			MEDICARE	13.33
			TOTAL:	1,311.35
OLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,274.89
			EMPLOYER CONTRIBUTIONS	4,336.46
			MONTHLY CONTRIBUTIONS	261.07
			ROUNDING	0.01
			MONTHLY CONTRIBUTIONS	268.49
		PETTY CASH	KITCHEN SUPPLIES	6.97
			SOCKS FOR VICTIM	3.26
		ADVANCE AUTO PARTS	FDO ITEM WALKER MNFLD	286.99
		SHAWNEE MISSION FORD INC	FORD UTILITY	33,465.00
			FORD UTILITY	33,465.00
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	97.43
			PENS/CALENDAR/BOX/PAPER	327.36
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	276.00
		OREILLY AUTOMOTIVE INC	RANGURD BEAM	19.98
			BATTERY	152.53
		KC WIRELESS INC	LIP MOUNTS	163.02
		COMCAST	HIGH SPEED INTERNET	149.85
		GOODYEAR COMMERCIAL TIRE	3) GY 245/55R18 EAG VSB	406.50
		MIDWEST PUBLIC RISK	HOLT	88.00
			HOLT	1,434.00
			DENTAL	144.00
			DENTAL	126.00
			DENTAL	523.50
			DENTAL	488.60
			OPEN ACCESS	378.00
			OPEN ACCESS	378.00
			OPEN ACCESS	1,640.00
			OPEN ACCESS	1,640.00
			OPEN ACCESS	721.20
			OPEN ACCESS	721.20
			HSA	1,970.80
			HSA	1,970.80
			HSA	2,392.00
			HSA	2,093.00
			HSA	3,888.30

#### COUNCIL REPORT

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	570.70
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
		Horr Drivit	HSA - GRAIN VALLEY, MO	525.00
			HSA - GRAIN VALLEY, MO	1,100.00
			HSA - GRAIN VALLEY, MO	1,000.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	385.24
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	
		VERIDON WIRELESS	CELLULAR SERVICE 11/19-12/	
		GO CAR WASH MANAGEMENT CORP	OCTOBER VEHICLE WASHES	104.00
		GO CAR WASH MANAGEMENI CORF	NOVEMBER VEHICLE WASHES	32.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,404.36
		INTERNAL REVENCE SERVICE		
			SOCIAL SECURITY	4,195.37
			MEDICARE	796.19
			MEDICARE	981.14
		REJIS COMMISSION	AUG 20 LEWEB SUBSCRPTION	305.15
			FIREWALL MAINTENANCE	289.00
			SEPT 20 LEWEB SUBSCRIPTION	305.15
			OCT 20 LEWEB SUBSCRIPTION	305.15
			NOV 20 LEWEB SUBSCRIPTION	305.15
		GEARZONE PRODUCTS	PROPPER KINETIC MENS PANT	<u>149.97</u> 116,075.59
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.50
			MONTHLY CONTRIBUTIONS	98.50
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	OPEN ACCESS	378.00
			OPEN ACCESS	378.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	10.40
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	40.62
		OAK GROVE ANIMAL CLINIC	BOARDING 10/26/20	15.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	77.30
			SOCIAL SECURITY	77.30
			MEDICARE	18.08
			MEDICARE	18.08
			TOTAL:	1,221.78
PLANNING & ENGINEERI	NG GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	514.02
			MONTHLY CONTRIBUTIONS	513.13
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	111.35
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	35.97
		MIDWEST PUBLIC RISK	DENTAL	49.36
			DENTAL	49.28
			DENTAL	10.21
			DENTAL	10.21
			OPEN ACCESS	108.18
			OPEN ACCESS	108.18
			HSA	819.99
			HSA	818.45
			HSA	81.24
			HSA	81.24
		HSA BANK	HSA - GRAIN VALLEY, MO	205.68
			HSA - GRAIN VALLEY, MO	205.29
			HSA - GRAIN VALLEI, MO	14.24
			HSA - GRAIN VALLEY, MO	14.24
		THE LINCOLN NATIONAL LIFE INSURANCE CO	HSA - GRAIN VALLEY, MO DEC 2020 DISABILITY	14.24 54.25

#### COUNCIL REPORT

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		THE EXAMINER	P&Z HEARING: 4 ISSUES	220.50
		KLEINSCHMIDTS WESTERN STORE	DRAPER BOOTS	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	394.65
			SOCIAL SECURITY	394.30
			MEDICARE	92.32
			MEDICARE	92.23
			TOTAL:	5,104.60
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	24.70
			KC EARNINGS TAX WH	21.36
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	458.37
			MISSOURI WITHHOLDING	435.20
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
			SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
		AF LAC		
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.53
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.41
			AFLAC-W2 DD PRETAX	71.29
		MISCELLANEOUS	BROOKE KUPKA:	50.00
			BROOKE KUPKA:	135.00
		MIDWEST PUBLIC RISK	DENTAL	21.84
			DENTAL	21.75
			HSA	219.03
			HSA	218.75
			HSA	37.60
			HSA	36.68
			VISION	8.00
			VISION	8.00
			VISION	16.40
			VISION	16.39
			VISION	1.10
			VISION	1.08
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
			HSA - GRAIN VALLEY, MO	100.00
			HSA - GRAIN VALLEY, MO	70.00
			HSA - GRAIN VALLEY, MO	69.63
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	8.27
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	210.57
			FLEX - DEPENDENT CARE	210.00
		ICMA RC	ICMA 457 %	186.73
			ICMA 457 %	168.68
			ICMA 457	593.95
			ICMA 457	593.56
			ICMA ROTH IRA	53.91
			ICMA ROTH IRA	46.88
			ICMA ROTH IRA	40.00
			ICMA ROTH IRA	3.89
		INTERNAL REVENUE SERVICE	FEDERAL WH FEDERAL WH	1,205.68
				1,117.76
			SOCIAL SECURITY	897.48
			SOCIAL SECURITY	864.01
			MEDICARE	209.90
			MEDICARE	202.07
			TOTAL:	9,098.07

#### COUNCIL REPORT

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	529.30
			MONTHLY CONTRIBUTIONS	526.56
		AT&T	U-VERSE PARK MAINTENANCE	69.55
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	23.61
			PENS/CALENDAR/BOX/PAPER	36.78
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	31.20
		MIDWEST PUBLIC RISK	DENTAL	3.51
			DENTAL	3.43
			DENTAL	83.76
			DENTAL	83.40
			HSA	1,034.67
			HSA	1,033.37
			HSA	88.13
			HSA	86.04
			HSA	129.62
			HSA	126.46
		HSA BANK	HSA - GRAIN VALLEY, MO	14.61
			HSA - GRAIN VALLEY, MO	14.31
			HSA - GRAIN VALLEY, MO	230.00
			HSA - GRAIN VALLEY, MO	229.25
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	55.81
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	80.63
		COMCAST	CITY HALL VOICE EDGE	96.20
			PARKS MAINT VOICE EDGE	35.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	378.67
			SOCIAL SECURITY	376.69
			MEDICARE	88.56
			MEDICARE	88.09
			TOTAL:	5,577.49
PARKS STAFF	PARK FUND	GARY S KLEOPPEL	MM NORTH GARAGE DOOR REPAI	408.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	409.95
			MONTHLY CONTRIBUTIONS	375.92
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	36.00
		OREILLY AUTOMOTIVE INC	A/T FILTER/1QT TRANS FLD	139.58
		KORNIS ELECTRIC SUPPLY INC	PHONE JACK FOR PARK MAINT	7.82
		HOME DEPOT CREDIT SERVICES	GLOVES	92.04
			VANDALISM REPAIR	491.00
		MENARDS - INDEPENDENCE	FOOTBALL FIELD DOOR	199.55
			FOOTBALL FIELD DOOR	192.26
		MIDWEST PUBLIC RISK	DENTAL	54.00
			DENTAL	54.00
			HSA	897.00
			HSA	897.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
			HSA - GRAIN VALLEY, MO	225.00
		ANDERSON RENTALS & SALES	BLUE BRANCH MEMORIAL BENCH	160.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	39.63
		GREGS LOCK & KEY SERVICE INC	FOOTBALL FIELD DEADBOLT	
		ED ROEHR SAFETY PRODUCTS	MINI BAR C3 SHIELD PERM AM	
		EVERGY	701 SW EAGLES PKWY	157.09
			ARMSTRONG PARK 041503	93.00
			ARMSTRONG PARK DR	31.89
			ARMSTRONG PARK 098095	28.13
			ARMSTRONG PARK 017576	109.96
			ARMSTRONG PARK 017576 28605 e hwy AA	109.96 32.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			JAMES ROLLO SHELTER #2	62.09
			MAIN ARMSTRONG SHELTER 1	23.14
			618 JAMES ROLLO CT	37.83
			ARMSTRONG PARK	46.31
			6100 S BUCKNER TARSNEY	83.11
			28605 E HWY AA	289.49
			618 JAMES ROLLO CT	9.48
		GRAIN VALLEY RENTAL INC	FOOTBALL FIELD REPAIR LIFT	170.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	313.10
			SOCIAL SECURITY	286.39
			MEDICARE	73.24
			MEDICARE	66.99
			TOTAL:	7,143.59
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	11/02-11/13 SILVERSNEAKERS	150.00
COMMONITI CENTER	TRIAL FOND	MELODI IATION		
			11/16-11/27 SILVERSNEAKERS JANITORIAL SUPPLIES	100.00 120.84
		UNIFIRST CORPORATION		
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	138.38
			MONTHLY CONTRIBUTIONS	138.38
		PETTY CASH	BEAN BAGS FOR PRE-K BASKET	13.99
		SAMS CLUB/GECRB	COFFEE FILTERS	11.24
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	23.62
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	12.00
		HD GRAPHICS & APPAREL	PRESCHOOL BASKETBALL SHIRT	128.00
		MARK A LONG		745.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	18.00
			HSA	299.00
			HSA	299.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	75.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	14.60
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	40.62
		FREDAH JOHNSTON	06/09-06/11 LINE DANCING	89.00
			06/16-06/25 LINE DANCING	
		EVERGY	713 MAIN ST	838.50
			713 MAIN #A	111.65
		COMCAST	COMM CENTER VOICE EDGE	149.15
		MARY ALLGRUNN	11/03-11/12 LINE DANCING	53.70
			11/17-11/26 LINE DANCING	46.80
		LINDA HOMBS	11/03-11/12 LINE DANCING	53.70
			11/17-11/26 LINE DANCING	46.80
		QUILL CORPORATION	JANITORIAL SUPPLIES	59.99
			JANITORIAL SUPPLIES	84.99
			JANITORIAL SUPPLIES	6.79
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	205.71
			SOCIAL SECURITY	200.93
			MEDICARE	48.10
			MEDICARE	<u>46.99</u> 4,642.47
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	145.51
		ENVILY AUDDODE DUMENT CONTE-	MISSOURI WITHHOLDING	161.49
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
			DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.29
			DENTAL	15.41
			OPEN ACCESS	26.39
			OPEN ACCESS	26.39
				20.33
			OPEN ACCESS OPEN ACCESS	27.72
				61.18
			HSA HSA	83.44
			HSA	75.18
			HSA	75.18
			HSA	79.35
			HSA	79.35
			VISION	3.09
			VISION	3.20
			VISION	0.80
			VISION	2.40
			VISION	4.40
			VISION	4.40
			VISION	5.54
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	4.96
			HSA - GRAIN VALLEY, MO	4.94
			HSA - GRAIN VALLEY, MO	75.81
			HSA - GRAIN VALLEY, MO	75.81
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	2.58
		ICMA RC	ICMA 457 %	26.87
			ICMA 457 %	26.47
			ICMA 457	16.50
			ICMA 457	16.50
			ICMA ROTH IRA	30.00
			ICMA ROTH IRA	30.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	400.94
			FEDERAL WH	441.07
			SOCIAL SECURITY	278.33
			SOCIAL SECURITY	304.66 65.12
			MEDICARE	
			MEDICARE	<u>71.26</u> 2,886.17
				0.00 50
TRANSPORTATION	TRANSPORTATION		K SATUROCK PREMIUM W/ KEVL	
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	
			MONTHLY CONTRIBUTIONS	
		ADVANCE AUTO PARTS	BRAKE PADS/ PAINTED ROTOR	
			OIL FILTER/ROT T6 5W40 GAL	20.24
			22" XTRACLEAR	2.68
			22" XTRACLEAR	0.52
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	
			STENO PAD HOLDER	4.61
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	
		OREILLY AUTOMOTIVE INC	SPR GLUE GEL	0.79
			TRANS FLUID	30.40
			2PKVENTCLIP	0.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		HOME DEPOT CREDIT SERVICES	BROWN MULCH	6.66
			FLAT WASHER 1/2 / 3/4" BLK	1.95
			3/4" BLK ELBOW 90DEG STREE	0.58
			10' X 25' 6MIL CLEAR POLY	49.96
			10' X 25' 6MIL CLEAR POLY	6.82
			SIDE BOARDS/TAPE MEASURE	10.78
			SIDE BOARDS/TAPE MEASURE	3.99
			PAINT ROLLERS	20.48
			PAINT ROLLERS	1.60
			DREMEL/EXT CORD/ALLOY LIGH	7.99
			DREMEL/EXT CORD/ALLOY LIGH	8.99
		GOODYEAR COMMERCIAL TIRE	BALANCE-ULT-LOOSE	21.46
		WEX BANK	FUEL	1.35
		MENARDS - INDEPENDENCE	3/8 6x16' SMARTSIDE LAP -	142.35
			SHOVELS	21.58
		MIDWEST PUBLIC RISK	DENTAL	10.66
			DENTAL	17.83
			DENTAL	58.60
			DENTAL	59.07
			OPEN ACCESS	124.62
			OPEN ACCESS	124.61
			OPEN ACCESS	75.60
			OPEN ACCESS	108.18
			OPEN ACCESS	108.18
			HSA	288.99
			HSA	394.16
			HSA	117.35
			HSA	116.71
			HSA	259.21
			HSA	259.23
			HSA	309.52
			HSA	309.52
		HSA BANK	HSA - GRAIN VALLEY, MO	29.43
		HON DAWK	HSA - GRAIN VALLEY, MO	29.27
			HSA - GRAIN VALLEI, MO	152.90
		THE LINCOLN NATIONAL LIFE INSURANCE CO	HSA - GRAIN VALLEY, MO DEC 2020 DISABILITY	174.25 35.47
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/ CELLULAR SERVICE 11/19-12/	6.09
		CINTAS CORPORATION # 430		31.32
		CINIAS CORPORATION # 450	PW/WOLTZ UNIFORMS PW/WOLTZ UNIFORMS	32.94
				32.94
		EVERGY	PW/WOLTZ UNIFORMS 655 SW EAGLES PKWY	32.96
		EVERGI	618 JAMES ROLLO CT	
				75.66
			AA HWY & SNI-A-BAR HWY	
			702 SW EAGLES PKWY	39.23
			GRAIN VALLEY ST LIGHTS	
			618 JAMES ROLLO CT	18.95
		201/22.27	711 MMAIN ST CITY HALL	76.95
		COMCAST	CITY HALL VOICE EDGE	57.73
			PW VOICE EDGE	23.78
		COMCAST	PUMP STATION INTERNET	32.98
		VIKING-CIVES MIDWEST INC	MOLDED 7-WIRE TRAILER PLUG	
			3/8 FEMALE QUICK COUPLER	
		OSBURN ASSOCIATES INC	SIGN MATERIALS	182.45
		SUMMIT TRUCK GROUP	HOSE	28.90

COUNCIL REPORT

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION		AMOUNT_
				GASKET		6.26-
		KLEINSCHMIDTS	WESTERN STORE	DZEKUNSKAS BOOTS		15.99
				MELHORN BOOTS		25.99
				MYERS BOOTS		25.99
		INTERNAL REVEN	UE SERVICE	SOCIAL SECURITY		278.33
				SOCIAL SECURITY		304.66
				MEDICARE		65.12
				MEDICARE		71.28
		MOLLE CHEVROLE	T INC	HEADLAMP		90.69
			1 100		TOTAL:	18,612.44
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK		pro #2 sales tax		33,220.15
					TOTAL:	33,220.15
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK		CID/USE		1,366.20
				CID/USE UNCAPTUR	ED	1,325.21
					TOTAL:	2,691.41
DEBT SERVICE	DEBT SERVICE FUND	UMB BANK NA		SRS 2011 DEFEAS	ADMIN FEES	530.00
					TOTAL:	530.00
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREA	SURER	KC EARNINGS TAX	WH	8.70
				KC EARNINGS TAX	WH	8.42
		MO DEPT OF REV	ENUE	MISSOURI WITHHOL	DING	1,019.70
				MISSOURI WITHHOL	DING	1,076.01
		FAMILY SUPPORT	PAYMENT CENTER	DZEKUNSKAS CASE	41452523	120.00
				DZEKUNSKAS CASE	41452523	120.00
		MO DEPT OF REV	ENUE	NOV 20 SALES TAX		3,354.05
				NOV 20 SALES TAX		67.08-
		AFLAC		AFLAC PRETAX		36.54
				AFLAC PRETAX		36.15
				AFLAC-W2 DD PRET	AX	88.33
				AFLAC-W2 DD PRET	AX	88.56
		MISCELLANEOUS	SWAIM, GARY	20-110100-07		61.65
			CLEMENT, JEFF	20-199500-07		16.77
			ELDRIDGE, MATISA	20-260530-01		2.91
			HOLDAWAY, GLADE	20-562350-07		15.54
			SEARCY, RYAN	20-562380-12		65.54
			LANDES, BLAKE	20-567740-04		65.54
			FISHER, TAMARAH	20-567870-03		18.83
			LIFESTYLE RV'S	20-588310-01		39.12
			STONE, SARAH	20-589314-02		65.54
			ELEVATE DESIGN & BUI	20-599217-00		15.54
			ELEVATE DESIGN & BUI	20-599219-00		15.54
			BC RESIDENTIAL HOMES	20-623686-00		15.54
			GONZALES, ERICA	20-680785-02		61.20
			GRIMES, JENNIFER	20-680798-03		65.54
			ROBERTS, PEGGY	20-700440-09		26.10
			NEWMAN, AMY	20-701010-10		51.89
			ANDERSON, NATHANIAL	20-702000-09		15.01
			ARNOLD, DEBBIE	20-702320-11		31.08
			ELEVATE DESIGN & BUI	20-713006-00		15.54
			Y5 DEVELOPMENT	20-721004-00		15.54
			PREMIUM CUSTOM HOMES	20-721013-00		15.54
			PREMIUM CUSTOM HOMES EAGLE 1 CONSTRUCTION	20-721013-00 20-721058-00		15.54 15.54

EPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL	100.87
			OPEN ACCESS	105.56
			OPEN ACCESS	105.56
			OPEN ACCESS	129.36
			OPEN ACCESS	129.36
			HSA	286.43
			HSA	374.38
			HSA	632.24
			HSA	635.37
			HSA	485.02
			HSA	485.03
			VISION	12.37
			VISION	12.80
			VISION	7.60
			VISION	13.88
			VISION	22.00
			VISION	21.93
			VISION	28.12
			VISION	27.99
		HSA BANK	HSA - GRAIN VALLEY, MO	70.98
			HSA - GRAIN VALLEY, MO	69.73
			HSA - GRAIN VALLEY, MO	467.88
			HSA - GRAIN VALLEY, MO	466.40
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	60.03
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	162.29
			FLEX - DEPENDENT CARE	159.99
		ICMA RC	ICMA 457 %	188.31
			ICMA 457 %	185.50
			ICMA 457	216.45
			ICMA 457	215.23
			ICMA ROTH IRA	145.64
			ICMA ROTH IRA	146.39
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,985.63
			FEDERAL WH	3,135.40
			SOCIAL SECURITY	1,924.05
			SOCIAL SECURITY	2,023.06
			MEDICARE	449.98
			MEDICARE	473.13
			TOTAL:	23,862.69
ER	WATER/SEWER FUND	MISSOURT LAGERS	MONTHLY CONTRIBUTIONS	1,290.56
			DOUGHERTY	49.77
			MONTHLY CONTRIBUTIONS	
		ADVANCE AUTO PARTS	BRAKE PADS/ PAINTED ROTOR	
			OIL FILTER/ROT T6 5W40 GAL	
			22" XTRACLEAR	5.35
			22" XTRACLEAR	1.04
		VANCO SERVICES LLC	NOV 2020 GATEWAY ES20605	69.04
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	
			STENO PAD HOLDER	9.24
			PENS/CALENDAR/BOX/PAPER	14.96
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	
		OREILLY AUTOMOTIVE INC	SPR GLUE GEL	1.60
		-	TRANS FLUID	60.78
			5 GAL HYDRL OIL	124.97

EPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KC WIRELESS INC	LIP MOUNTS	13.79
		BLUE SPRINGS WINWATER CO	CPLNG CTSXCTS NL	407.60
		DIOE SININGS WINWAIER CU	5/8x3/4 RUBBER METER GSK	407.80
		KODNIG BLEGEDIG GUDDIN ING		
		KORNIS ELECTRIC SUPPLY INC	FIXED BASE SYSTEM	17.50
		HOME DEPOT CREDIT SERVICES	FLAT WASHER 1/2 / 3/4" BLK	3.88
			3/4" BLK ELBOW 90DEG STREE	1.16
			10' X 25' 6MIL CLEAR POLY	13.56
			SIDE BOARDS/TAPE MEASURE	21.58
			SIDE BOARDS/TAPE MEASURE	7.99
			PAINT ROLLERS	3.19
			DREMEL/EXT CORD/ALLOY LIGH	15.99
			DREMEL/EXT CORD/ALLOY LIGH	17.97
		GOODYEAR COMMERCIAL TIRE	BALANCE-ULT-LOOSE	42.93
		WEX BANK	FUEL	2.72
		MENARDS - INDEPENDENCE	SHOVELS	43.15
		MIDWEST PUBLIC RISK	BROWN	36.00
			DOUGHERTY	36.00
			ARNETT	88.00
			BROWN	756.00
			DOUGHERTY	1,194.00
			ARNETT	756.00
			DENTAL	37.29
			DENTAL	51.27
			DENTAL	192.39
			DENTAL	193.45
			OPEN ACCESS	249.21
			OPEN ACCESS	249.22
			OPEN ACCESS	151.20
			OPEN ACCESS	252.41
			OPEN ACCESS	252.43
			HSA	676.53
			HSA	884.25
			HSA	634.44
			HSA	627.42
			HSA	1,089.96
			HSA	1,095.37
			HSA	945.99
			HSA	945.99
		HSA BANK	HSA - GRAIN VALLEY, MO	144.14
			HSA - GRAIN VALLEY, MO	142.83
			HSA - GRAIN VALLEY, MO	471.28
			HSA - GRAIN VALLEY, MO	514.27
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	127.36
		METRO FORD	ELEMENT	41.46
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	224.31
			CELLULAR SERVICE 11/19-12/	14.22
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.65
			PW/WOLTZ UNIFORMS	65.89
			PW/WOLTZ UNIFORMS	65.88
		EVERGY	825 STONE BROOK DR	38.12
			1301 TYER RD UNIT A	56.05
			618 JAMES ROLLO CT	94.58
			110 SNI-A-BAR BLVD	56.17
			1301 TYER RD UNIT B	
			618 JAMES ROLLO CT UNIT B	1,630.51
			618 JAMES ROLLO CT	23.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			711 MAATN OF OTTV 1311	150 00
			711 MMAIN ST CITY HALL	153.89
		001/02 07	1012 STONEBROOK LN	49.61
		COMCAST	CITY HALL VOICE EDGE	115.43
		00100.07	PW VOICE EDGE	47.54
		COMCAST	PUMP STATION INTERNET	65.95
		VIKING-CIVES MIDWEST INC	MOLDED 7-WIRE TRAILER PLUG	43.50
			3/8 FEMALE QUICK COUPLER	20.22
		TYLER TECHNOLOGIES INC	DEC 20 MONTHLY FEES	97.00
		SUMMIT TRUCK GROUP	HOSE	57.81
			GASKET	12.53-
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS BOOTS	31.98
			MELHORN BOOTS	51.98
			MYERS BOOTS	51.98
		SCHULTE SUPPLY INC	BLUE MARKING FLAG	149.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	962.03
			SOCIAL SECURITY	1,011.56
			MEDICARE	225.01
			MEDICARE	236.53
		MOLLE CHEVROLET INC	HEADLAMP	181.38
			TOTAL:	21,173.88
SEWER	WATER/SEWER FUND	CITY OF BLUE SPRINGS	PRINCIPAL AND INTEREST	165,133.29
			PRINCIPAL AND INTEREST	144,696.70
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,290.50
			MONTHLY CONTRIBUTIONS	1,397.93
		ADVANCE AUTO PARTS	BRAKE PADS/ PAINTED ROTOR	43.99
			OIL FILTER/ROT T6 5W40 GAL	40.46
			22" XTRACLEAR	5.35
			22" XTRACLEAR	1.04
		VANCO SERVICES LLC	NOV 2020 GATEWAY ES20605	69.04
		OFFICE DEPOT	PAPER/ENVELOPES/PENS/CHAIR	7.94
			STENO PAD HOLDER	9.24
			PENS/CALENDAR/BOX/PAPER	14.97
		STANDARD INSURANCE CO	DEC 20 STANDARD LIFE INSUR	85.53
		OREILLY AUTOMOTIVE INC	SPR GLUE GEL	1.60
			TRANS FLUID	60.78
			5 GAL HYDRL OIL	124.98
			2 PKVENTCLIP	1.60
		KC WIRELESS INC	LIP MOUNTS	13.79
		LOWES	REPAIR SPRINKLER HEAD	4.74
		HOME DEPOT CREDIT SERVICES	FLAT WASHER 1/2 / 3/4" BLK	3.88
			3/4" BLK ELBOW 90DEG STREE	1.16
			10' X 25' 6MIL CLEAR POLY	13.56
			SIDE BOARDS/TAPE MEASURE	21.58
			SIDE BOARDS/TAPE MEASURE	7.99
			PAINT ROLLERS	3.19
			DREMEL/EXT CORD/ALLOY LIGH	
			DREMEL/EXT CORD/ALLOY LIGH	
		GOODYEAR COMMERCIAL TIRE	BALANCE-ULT-LOOSE	42.93
		WEX BANK	FUEL	2.72
		MENARDS - INDEPENDENCE	SHOVELS	43.15
		MIDWEST PUBLIC RISK	DENTAL	37.30
		ALENDOT FOREIG ALEA	DENTAL	51.25
			DENTAL	192.38
			חעדאחת	
			DENTAL	193.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			OPEN ACCESS	249.22
			OPEN ACCESS	151.20
			OPEN ACCESS	252.43
			OPEN ACCESS	252.41
			HSA	676.54
			HSA	884.25
			HSA	634.47
			HSA	627.42
			HSA	1,089.97
			HSA	1,095.36
			HSA	946.05
			HSA	946.05
		HSA BANK	HSA - GRAIN VALLEY, MO	144.15
			HSA - GRAIN VALLEY, MO	142.85
			HSA - GRAIN VALLEY, MO	471.24
			HSA - GRAIN VALLEY, MO	514.23
		THE LINCOLN NATIONAL LIFE INSURANCE CO	DEC 2020 DISABILITY	127.36
		METRO FORD	ELEMENT	41.45
		VERIZON WIRELESS	CELLULAR SERVICE 11/19-12/	224.31
			CELLULAR SERVICE 11/19-12/	14.22
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.65
			PW/WOLTZ UNIFORMS	65.89
			PW/WOLTZ UNIFORMS	65.88
		EVERGY	925 STONE BROOK DR	23.14
		EVENGI	WOODLAND DR	199.93
			405 JAMES ROLLO DR	249.95
			1326 GOLFVIEW DR	100.78
			618 JAMES ROLLO CT	94.58
			WINDING CREEK SEWER	23.16
			618 JAMES ROLLO CT 711 MMAIN ST CITY HALL	23.70
				153.89
			1201 SEYMOUR RD	23.14
			110 NW SNI-A-BAR	23.14
			1017 ROCK CREEK LN	23.14
		COMCAST	CITY HALL VOICE EDGE	115.43
			PW VOICE EDGE	47.54
		COMCAST	PUMP STATION INTERNET	65.95
		VIKING-CIVES MIDWEST INC	MOLDED 7-WIRE TRAILER PLUG	43.50
			3/8 FEMALE QUICK COUPLER	20.22
		TYLER TECHNOLOGIES INC	DEC 20 MONTHLY FEES	97.00
		SUMMIT TRUCK GROUP	HOSE	57.81
			GASKET	12.53-
		KLEINSCHMIDTS WESTERN STORE	DZEKUNSKAS BOOTS	31.98
			MELHORN BOOTS	51.98
			MYERS BOOTS	51.98
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	962.03
			SOCIAL SECURITY	1,011.49
			MEDICARE	224.94
			MEDICARE	236.58
		MOLLE CHEVROLET INC	HEADLAMP	181.38
		FIOLDE CHEVICODEL INC		TOT. 70

DEPARTMENT FUND VENDOR NAME

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100	GENERAL FUND	190,877.16
200	PARK FUND	26,461.62
210	TRANSPORTATION	21,498.61
302	MKTPL TIF-PR#2 SPEC ALLOC	33,220.15
321	MKT PL CID-PR2 SALES/USE	2,691.41
400	DEBT SERVICE FUND	530.00
600	WATER/SEWER FUND	372,743.17
	GRAND TOTAL:	648,022.12

TOTAL PAGES: 17

#### SELECTION CRITERIA

SELECTION OPTIONS	
VENDOR SET:	01-CITY OF GRAIN VALLEY
VENDOR:	All
CLASSIFICATION:	All
BANK CODE:	All
ITEM DATE:	11/14/2020 THRU 12/04/2020
ITEM AMOUNT:	99,999,999.00CR THRU 99,999,999.00
GL POST DATE:	0/00/0000 THRU 99/99/9999
	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:	COUNCIL REPORT
SIGNATURE LINES:	0
PACKET OPTIONS	
INCLUDE REFUNDS:	YES
INCLUDE OPEN ITEM	:YES

# Resolutions

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	12/14/20			
BILL NUMBER	R20-54			
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH OAK GROVE ANIMAL CLINIC			
REQUESTING DEPARTMENT	POLICE			
PRESENTER	James W. Beale Sr, Chief of Police			
FISCAL INFORMATION	Cost as recommended:	Fees listed in Contract Agreement		
	Budget Line Item:	Kenneling – 100-21-78050: \$10,000		
		Vet Care -100-21-78090: \$5,000		
	Balance Available:	Kenneling - \$8,677 Vet Care - \$2767		
	New Appropriation Required:	[] Yes [X] No		
PURPOSE	To provide animal care, boarding and related services to animals taken into custody by Grain Valley Animal Control Officer			
BACKGROUND	The current contract with Oak Grove Animal Hospital expires December 31 <sup>st</sup> , 2020. The current contract has an additional one-year extension. An updated contract has been established to use the one-year option to address the specific needs of the City of Grain Valley and its Animal Control Officer.			
SPECIAL NOTES	This is the last one-year extension of this current Agreement			

ANALYSIS	Not Applicable
PUBLIC INFORMATION PROCESS	Not Applicable
BOARD OR COMMISSION RECOMMENDATION	Not Applicable
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Contract

CITY OF GRAIN VALLEY STATE OF MISSOURI

#### December 14, 2020

# RESOLUTION NUMBER <u>R20-54</u>

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN AGREEMENT WITH

**WHEREAS,** the Board of Aldermen of the City of Grain Valley; and Missouri is dedicated to Public Safety; and

**WHEREAS,** the; the Board of Aldermen the Grain Valley Police Department and its Animal Control Officer are required to investigate and handle a variety of animal issues including animals at large, animal bites, abandoned animals, vicious animals and licensing; and

**WHEREAS**, the; the Board of Aldermen the Grain Valley Police Department find that the Oak Grove Animal Clinic has fulfilled and/or exceeded all requirements of the current Contract; and

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

**SECTION 1:** The Interim City Administrator is authorized to enter into an Agreement for Animal Care Services with the Oak Grove Animal Clinic or Oak Grove, Missouri.

PASSED and APPROVED, via voice vote, (-) this \_\_ Day of \_\_\_\_\_, 2020.

Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk WIENTIONALLYIEFT BLANK

#### **GENERAL SERVICES AGREEMENT**

#### FOR

#### ANIMAL CARE SERVICES

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date), by and between Oak Grove Animal Clinic, a Missouri corporation, having an office at 1604 S. Broadway Street, Oak Grove, MO. 64075 (the "Service Provider") and the City of Grain Valley, Missouri, a Missouri municipal corporation (the "City").

WHEREAS, the City desires to have professional animal care services as needed; and,

WHEREAS, Oak Grove Animal Clinic has the ability to provide these services on request; and,

**WHEREAS**, the City desires to use Service Provider to perform services outlined below to and visitors of Grain Valley; and,

**NOW, THEREFORE**, in consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, agree as follows:

#### 1. Term of Agreement.

The Term of this Agreement shall be for one (1) year. Note that the one (1) year of performance shall run for one (1) calendar year beginning at the time of the contract execution. The City shall reserve the right to terminate the current contract upon its stated expiration and solicit new bids. The option to renew is at the discretion of the City and may be based on reasons other than performance. If the option is exercised, the Service Provider shall negotiate any new or modified charges with the City and acceptance is subject to the approval of the City.

#### 2. Scope of Services.

The Service Provider shall provide the scope of work (Exhibit A) requested by the City. The Service Provider is responsible for the work done by any and all employees used to perform the Scope of Work. The Service Provider is solely responsible for payment of wages, salaries, fringe benefits and other compensations of, or claimed by, the Service Provider's personal in the performance of the Scope of Work, including, without limitation, contributions to any employee benefit plans and all payroll taxes.

The Service Provider will utilize the personal services of its staff to deliver the Scope of Work. The Service Provider may also engage third-party contractors and other parties in connection with its performance of the Scope of Work, subject to prior approval by the City. In addition to the Scope of Work to be provided pursuant to this Agreement, the City may select the Service Provider to provide animal services which are otherwise capable of being the subject of a stand-alone agreement. This Agreement is non-exclusive. In the event the Service Provider is engaged to provide such services, the City and the Service Provider shall enter into a written supplemental agreement describing the scope of services to be provided by the Service Provider and the City, providing for compensation for services to be provided by the Service Provider, and providing completion times for said services.

# A. <u>Description of Services</u>

Service Provider will provide general animal care services as needed. Service Provider must be able to care for sick or injured animals, board animals, euthanize animals, and dispose of dead animals, as well as any other animal-related medical issue(s) typically treated by a licensed veterinarian.

# B. Definitions

- Boarding: the act of providing a resting place for an animal while offering adequate food, water, ventilation, and space to stay comfortable and healthy.
- Day: One calendar day, or any portion thereof, which begins at 12:00 AM and ends 11:59 PM.
- Extra-Large Dog: a dog (canine) that weights more than ninety (90) pounds.
- Feral Cat: a cat without owner identification of any kind whose usual and consistent temperament is extreme fear and resistance to contact with people.
- Large Dog: a dog (canine) that weights between sixty-one (61) and ninety (90) pounds.
- Medium Dog: a dog (canine) that weights between thirty-one (31) and sixty (60) pounds.
- Small Dog: a dog (canine) that weights between zero (0) and thirty (30) pounds.
- Wild Animal: a living creature that is not a plant, and is untamed or not domesticated, in a natural state.

# **3.** Compensation and Invoices

- A. The City agrees to compensate the Service Provider, for animal services in accordance with the Pricing Page contained in Exhibit A.
  - 1. Service Provider must provide a written price quote for all other service(s) that may be necessary on a per case basis; must be approved and signed by the Chief of Police or other designated Police Department official before service is performed.
- B. The City will pay all proper invoices within thirty (30) days of receipt. The following establishes the invoice procedure.

1. The contractor must submit itemized invoices to the City of Grain Valley on a calendar month basis. Invoices must be submitted to accounts payable showing the dates of service, description of services provided, charges for those services, quantity, and unit costs of service and/or materials involved.

# 4. The City's Responsibility

The City shall give prompt notice to the Service Provider of any matters of which the City becomes aware that may affect the Scope of Work of the Service Provider. The City shall cooperate with the Service Provider in performing the Scope of Work by making available at reasonable times and places relevant City documents and pertinent City officers and employees to advise, assist, consult and direct the Service Provider.

# 5. Insurance

A. <u>General Provisions:</u> The Service Provider shall provide the City evidence of liability insurance and shall maintain, during the life of the Agreement, insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below.

# B. Limits and Coverage

- A policy of insurance for Commercial General Liability Coverage and Automobile Liability Coverage shall be provided in the aggregate amount of not less than \$1,000,000 for all claims arising out of a single accident or occurrence and \$1,000,000 for any one person in a single accident or occurrence. The City shall be listed as an additional insured. The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advanced written notice of such event being given to the City. This coverage shall provide protection for all operations by the Service Provider or any sub Service Provider or any sub-sub Service Provider or by anyone directly employed by any of them.
- 2. The Service Provider shall obtain and maintain Worker's Compensation Insurance for a limit of \$1,000,000 for all of their respective employees, and in case any work is sublet, the Service Provider shall require any subcontractors to provide Worker's Compensation Insurance for all subcontractors' employees, in compliance with Missouri law. The Service Provider hereby indemnifies the City for any damage resulting to it from failure of either the Service Provider or any contractor or

subcontractor to obtain and maintain such insurance. The Service Provider shall provide the City with a certificate of insurance indicating Worker's Compensation coverage by the Effective Date.

3. All insurance shall be procured through agencies and be written by insurance companies which are acceptable to the City, e.g., coverage's should be places with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage's placed are subject to the City's approval as to form and content, as well as Carrier. All required coverages shall be obtained and paid for by the Service Provider.

# 6. Relationship of Parties

It is the intent of the parties that the Service Provider shall be an independent contractor in its capacity hereunder. Nothing herein shall be construed to create an employer-employee relationship. All services performed pursuant to this Agreement shall be performed by the Service Provider as an independent contractor. The Service Provider shall not have the power to bind or obligate the City except as set forth in this Agreement or as otherwise approved by the City in writing.

# 7. Notices

Any notices, approval or other communication between the City and the Service Provider pursuant to this Agreement shall be made in writing and shall be deemed to be effective upon receipt or refusal of Service and may be given by personal delivery, courier, reliable overnight delivery or deposit in the United State mail, postage prepaid, registered or certified, return receipt requested, to the address specified below or to such other address as may later be designated by written notice of the other party:

The City:	City of Grain Valley Attn: James W. Beale Sr, Chief of Police 711 Main Street Grain Valley, Missouri 64029
Oak Grove Animal Clinic:	Oak Grove Animal Clinic Attn: Douglas Neal 1604 S. Broadway Oak Grove, Missouri 64075

Nothing contained in this section shall be construed to restrict the transmission of routine communication between representatives of the City and the Service Provider.

#### 8. Disputes

In the event of a dispute between the City and the Service Provider arising out of or related to this Agreement, the aggrieved party shall notify the other parties of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. The parties agree to participate in a minimum of two (2) hours mediation to attempt to resolve any dispute hereunder, and said mediation is a condition precedent to filing any type of lawsuit or claim. The parties will attempt to select a mutually agreeable mediator, but, if they cannot agree, then each party will submit the name of a mediator, and those two (2) mediators will select a third mediator whose designation shall be binding upon the parties. The parties shall equally pay for the costs of the mediation.

#### 9. Waiver

A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.

#### 10. 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 invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal, and enforceable 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 invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

#### 11. Entire Agreement; Governing Law

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This Agreement may be amended only by a written instrument signed by all parties. This Agreement shall be governed by the laws of the State of Missouri. In the event this Agreement is litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri.

# 12. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Written notice shall be satisfied by sending said notice via USPS certified mail with proof thereof. The thirty (30) day notice period begins on the postmark date. Notice shall be sent to the parties contact information as listed in section seven (7) of this agreement. In the event of termination, Service Provider will be paid for all services rendered to the date of termination, and all Reimbursable Expenses. 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.

# 13. Assignment

Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent the Service Provider from engaging independent Service Providers, associates, and subcontractors to assist in performance of the Project Services subject to prior approval by the City.

# 14. No Third-Party Rights

The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.

#### **15.** Counterparts

This Agreement may be executed in separate counterparts.

# 16. Good Faith Efforts and Cooperation

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this Agreement and to cooperate at all times and coordinate their activities as necessary during the Term of this Agreement to assist in performance of the Project Services and to ensure performance of the Project Services in an efficient and timely manner.

#### 17. Authority

Each party represents to the other parties that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver and perform this Agreement and to cause it to be binding upon the City. The Service Provider represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon the Service Provider.

#### **18.** Covenant Against Contingent Fees

The Service Provider warrants that the Service Provider has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this Agreement, and that Service Provider has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **19.** Ownership of Documents

Payment by City to Service Provider as provided herein shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Service Provider exclusively for the Project Services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Service Provider. Service Provider will provide City with drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Service Provider exclusively for the Project Services within five (5) business days of receiving a request by City for the same, subject to reasonable reproduction costs but not search time costs.

#### **20.** Compliance with Laws

Service Provider shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project Services. Service Provider shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

#### 21. Service Provider's Endorsement

Service Provider shall endorse as necessary all records, specifications and estimates furnished by it.

# **22. Inspection of Documents**

Service Provider shall maintain all records pertaining to the Project Services for inspection, upon reasonable advance notice and during normal business hours at Service Provider's place of business, by a City representative during the contract period and for ten (10) years from the date of final payment for each individual project performed pursuant to this Agreement.

# 23. Indemnification and Hold Harmless

Service Provider shall indemnify and hold harmless City and its officers, agents, employees, elected or appointed officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Service Provider, or its employees, or subcontractors, in the performance of Service Provider's duties under this Agreement, or any supplements or amendments thereto.

# 24. Professional Responsibility

Service Provider will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted veterinarian practices. If Service Provider fails to meet the foregoing standard, Service Provider will perform at its own cost, and without reimbursement from City, the services necessary to correct errors and omissions that are caused by Service Provider's failure to comply with above standard.

# 25. Tax Exempt

City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.

# 26. Safety

In the performance of the Project Services, Service Provider shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes.

# 27. Anti-Discrimination Clause

Service Provider and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

IN WITNESS WHEREOF, the Service Provider and the City have executed this Agreement as of the Effective Date.

# OAK GROVE ANIMAL CLINIC: GRAIN VALLEY, MISSOURI:

By:	By:
Name:	Name:
Title:	Title:

SERVICE TYPE	2017-2020
	PRICE
Emergency Or After-Hour Service Fees	
Emergency Exam (weight, body score, dehydration, obvious injury, etc.)	\$40.00
Emergency Response/Callout	\$125.00
Emergency Care of Animal (fluids and/or stitches)	\$200.00
Dog (Canine) Exam and Test Fees	
Exam (weight, body score, dehydration, obvious injury, etc.)	\$40.00
Heartworm	\$30.00
Parvovirus Test	\$30.00
Fecal Test for Parasites	\$15.00
X-Rays	\$125.00
Blood Work	\$88.00
Cat (Feline) Exam and Test Fees	
Exam (weight, body score, dehydration, obvious injury, etc.)	\$40.00
Heartworm	\$30.00
FeLV Test/FIV Test (Combined)	\$46.00
Fecal Test for Parasites	\$15.00
X-Rays	\$125.00
Blood Work	\$88.00
Dog (Canine) Vaccines	
COMBINED Distemper (CDV); Adenovirus-2 (CAV,,2/hepatitis)•, (CPV); Parainfluenza (CPiV)	\$35.00
Bordetella bronchiseptica*	
* (to only be administered by Service Provider when documentation of vaccination is not provided by the City)	\$20.00
Total for Above Vaccines If Given Together	\$55.00
Rabies Vaccine (I-year)	\$29.00
Rabies Vaccine (3-Year)	\$65.00
Cat (Feline) Vaccines	

#### Exhibit "A" SCOPE OF WORK - PRICING PAGE

COMBINED Herpesvirus-l (Feline Viral Rhinoå•acheitis/FHV-l); Calicivirus (FCV); Panleukopenia (FPV)	\$55.00
Rabies Vaccine (I-year)	\$29.00
Rabies Vaccine (3-Year)	\$65.00
Dog (Canine) Medications	
Capstar (or similar) for Dog (2-25 lbs.)	\$6.00
Capstar (or similar) for Dog (25+ lbs.)	\$6.00

Flea and Tick Preventative for Dog (0-55+ lbs.)	\$12.50
Heartworm Preventative for Dog (0 -100+ lbs.)	\$8.00
Ear Mite Treatment for Dog	\$12.00
Internal Parasite (Worms) Treatment for Dog	\$2.00 per
	ml
Antibiotics Per Pill for Dog	Varies
Steroids Per Pill for Dog	Varies
Cat (Feline) Medications	
Capstar (or similar) for Cat (2-25 lbs.)	\$6.00
Flea and Tick Preventative for Cat	\$12.50
Heartworm Preventative for Cat	\$8.00
Ear Mite Treatment for Cat	\$12.00
Internal Parasite (Worms) Treatment for Cat	\$2.00 per ml
Antibiotics Per Pill for Cat	Varies
Spay (Ovariohysterectomy) for Female Animals	
Cat, Feral Cat, Pregnant Cat	\$75.00
Dog (0-91+ lbs.)	\$150.00
Pregnant Dog	\$225.00
Neuter for Male Animals	
cat, Feral Cat	\$50.00
Dog (0-91+ lbs.)	\$100.00
Microchip Fees	
Option 1 : Only Implant Microchip(s) If Chip is Provided	Free
Option 2: Purchase, Register, and Implant Microchip(s)	\$49.00
Rabies Observation/Quarantine Fees for Animals Considered Non-Aggressive	
Rabies Observation/Quarantine Per Day	\$30.00
Rabies Observation/Quarantine 1 0 Day	\$300.00
Rabies Test Fee Per State Regulations (visit http:health.mo.gov/lab/rabies.php for details	
Removal of Head	\$75.00
Preparation, Packaging, and Administrative Fees	\$50.00

Euthanasia Fee Only Per Animal	
Animal Type: cat; feral cat; Nursing Cat with kittens; Dog (0-91+1bs);	
Nursing Dog with puppies;	\$35.00
Wild Animal	
Disposal Fee Only Per Animal*	
Animal Type: cat; feral cat; Nursing Cat with kittens; Dog (0-91+1bs);	
Nursing Dog with puppies;	
Wild Animal	\$20.00
*(City will assume responsibility for disposal of animal unless otherwise	
arranged with Service Provider)	
Documentation, Collection, and/or Testimony	
Evidence Collection	\$100 per
	hour
Case Documentation	\$100 per
	hour

Court Testimony	\$200 per hour
Boarding Fees Per Calendar Day	
Animal Type: cat; cat; Nursing Cat with kittens; Dog (0-91+1bs); Nursing Dog with puppies; Bottle Fed Puppies; Other Domestic/Exotic Pet Animals	\$15.00
Total Kennels Available Each Calendar Day for City's Use:	
Animal Type: Cat	20
Animal Type: Dog (0-91+1bs); Nursing Dog with puppies; Other Domestic/Exotic Pet Animals	25
Grooming Fees	
Flea Bath and Blow Dry (As Needed): cat: dog (0 — 91+ lbs.)	\$25.00
Nail Trim (for Medical Necessity): cat: dog $(0 - 91 + lbs.)$	\$15.00
Removal of Matted Fur (As Needed): cat: dog (0 — 91+ lbs.)	\$35.00
Bath, Brush, and Nails Clipped (for Adopted Animals Only): cat: dog (0 9k+ lbs.)	\$40.00
Adoption Protocol	
Service Provider agrees to hold impounded animals for up to five (5) business days. After this time, impounded animals are eligible for adoption and Service Provider will assist in connecting City with rescue organizations for taking possession of eligible unclaimed animals.	

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	12/14/2020	
BILL NUMBER	R20-55	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPROVING A CONTRACT WITH THE GRAIN VALLEY SCHOOL DISTRICT TO PROVIDE MEALS FOR SENIOR LUNCHEONS	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Theresa Osenbaugh, Deputy City Administrator	
FISCAL INFORMATION	Cost as recommended:	\$5,000
	Budget Line Item:	230-33-74200
	Balance Available	\$13,000
	New Appropriation Required:	[] Yes [x] No
PURPOSE	To provide meals for the	e monthly senior luncheons
BACKGROUND	The Grain Valley Schoo for the monthly senior lu	I District provides the meals incheons.
SPECIAL NOTES	The senior luncheons have not been held recently due to the COVID-19 pandemic. However, they will begin again when it is appropriate to do so.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends App	roval
REFERENCE DOCUMENTS ATTACHED	Resolution & Contract	

CITY OF GRAIN VALLEY

STATE OF MISSOURI

# *December 14, 2020* RESOLUTION NUMBER <u>*R20-55</u>*</u>

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPROVING A CONTRACT WITH THE GRAIN VALLEY SCHOOL DISTRICT TO PROVIDE MEALS FOR SENIOR LUNCHEONS

WHEREAS, the Mayor and Board of Aldermen, of the City of Grain Valley, Missouri are committed to provided nutritious meals for our seniors once a month; and

**WHEREAS,** the Mayor and Board of Aldermen, of the City of Grain Valley, Missouri recognizes the importance of providing social outlets for seniors throughout the year; and

**WHEREAS**, the Board of Alderman adopted Ordinance #2528 establishing the budget for fiscal year 2021, appropriating funds for once a month senior meals.

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

**SECTION 1:** That the City Administrator is authorized to enter into an Agreement on behalf of the City of Grain Valley, Missouri with the Grain Valley School District to provide senior meals on a monthly basis.

PASSED and APPROVED (\_\_\_\_\_) this \_\_\_\_\_ day of December \_\_\_\_, 2020.

Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk

#### PUBLIC SERVICE AGREEMENT BY AND BETWEEN GRAIN VALLEY SCHOOL DISTRICT AND THE CITY OF GRAIN VALLEY, MISSOURI

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is by and between Grain Valley School District (School District) and the City of Grain Valley, Missouri, a municipal corporation (the "City").

#### I. SCOPE OF SERVICES

The Grain Valley School District will provide the following services: (the "Services"):

To provide nutritious lunches to the Senior Lunch Program for the residents of Grain Valley on a monthly basis.

#### II. TERM AND TIME OF PERFORMANCE

The original term of this Agreement shall be from January 1, 2021 to December 31, 2021. With the approval of both parties, this contract may be renewed for one additional year, providing funding is allocated by the Board of Alderman, unless the Agreement is terminated as provided herein.

The City hereby agrees to compensate the Grain Valley School District for the Services at the cost of meals to be paid quarterly in the amount billed by the School District. All compensation for the Services is subject to the provisions of Section II above.

#### III. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

The Grain Valley School District shall permit an authorized representative of the City to inspect and audit all data and records of the Grain Valley School District related to its performance under this Agreement.

#### IV. SUBCONTRACTS

The Grain Valley School District and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

#### V. NON-DISCRIMINATION PROVISIONS

The Grain Valley School District and its subcontractors will not discriminate against any employee, applicant for employment or volunteer because of any individual's legally-recognized status, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information

(including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

#### VI. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

#### VII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the Board of Aldermen of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

#### VIII. INDEPENDENT CONTRACTOR

The Grain Valley School District is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

#### IX. INDEMNIFICATION

The Grain Valley School District shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Grain Valley School District or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that the Grain Valley School District need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Grain Valley School District has contracted for additional services under the terms of the Agreement.

#### X. CANCELLATION, TERMINATION OR SUSPENSION

A. This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. However, School District shall use reasonable efforts to give City not less than thirty days' notice of such termination. The City shall have the right at its option to terminate this Agreement and be free

of all obligations hereunder in the event that the Grain Valley School District is in default or violation of the terms, conditions, assurances, or certifications of this Agreement. Non-appropriation of funds by the Board of Aldermen of the City shall not be considered a violation or default of this Agreement.

B. In the event of such default or violation by the Grain Valley School District, the City shall send to the Grain Valley School District by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Grain Valley School District shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Grain Valley School District of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

#### XI. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail; postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator City of Grain Valley 711 S. Main St. Grain Valley, Missouri 64029

Notice to the Grain Valley School District shall be addressed to: Superintendent of Schools Grain Valley School District Post Office Box 304 Grain Valley, Missouri 64029

#### XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Grain Valley School District mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

#### XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

#### XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral written, are hereby merged into and made a part hereof, and are not of further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OFGRAIN VALLEY, MISSOURI a Municipal Corporation GRAIN VALLEY SCHOOL DISTRICT a Missouri Political Subdivision

Ken Murphy, City Administrator

Dr. Marc Snow Superintendent of Schools

ATTEST:

ATTEST:

Jamie Logan, City Clerk

Grain Valley School District Representative

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	December 14, 2020	
BILL NUMBER	R20-56	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE WRITE OFF OF DOUBTFUL UTILITY ACCOUNT BALANCES	
REQUESTING DEPARTMENT	Finance	
PRESENTER	Steven Craig, Finance D	irector
FISCAL INFORMATION	Cost as recommended:	\$
	Budget Line Item:	600-60-77590 600-65-77590
	Balance Available:	\$40,000
	New Appropriation Required:	[] Yes [X] No
PURPOSE	To write off uncollectible accurately report account	and bankrupt accounts to more ts receivable.
BACKGROUND	Doubtful accounts should be written off on a regular basis. Balances are from 2016. Eligible accounts have been sent to collections.	
SPECIAL NOTES	\$7,421.00 is water and \$	67,421.01 is sewer.
ANALYSIS		
PUBLIC INFORMATION PROCESS		
BOARD OR COMMISSION RECOMMENDATION		
DEPARTMENT RECOMMENDATION	Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution and List of ac	count numbers and amounts

## STATE OF MISSOURI

# *December 14, 2020* RESOLUTION NUMBER <u>*R20-56</u>*</u>

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE WRITE OFF OF DOUBTFUL UTILITY ACCOUNT BALANCES

WHEREAS, The City of Grain Valley utility billing has accounts that will not be collected;

and

WHEREAS, These accounts have been sent to collections or have filed for bankruptcy; and

**WHEREAS,** The city will still be able to accept payment should we receive monies for any of the accounts; and

**WHEREAS,** By writing off some of the very old uncollectable accounts we more accurately report the accounts receivable on the balance sheet.

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

SECTION 1: Utility billing shall write off stale uncollectable accounts.

**SECTION 2:** Accounts to be written off are listed on the attached spreadsheet.

PASSED and APPROVED, via voice vote, (-) this \_\_\_ Day of \_\_\_\_\_, 2020.

Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk

# Bad Debt Writeoff - 2016

Account #	Amount
10-129300-07	\$261.64
10-134000-02	\$81.97
10-138000-06	\$242.84
10-140400-09	\$197.95
10-141700-10	\$5.12
10-150630-03	\$113.96
10-201900-05	\$6.86
10-210600-09	\$182.74
10-214400-05	\$117.13
10-216500-12	\$104.53
10-216600-05	\$20.23
10-218800-05	\$22.70
10-220800-03	\$29.78
10-221100-05	\$148.69
10-221200-10	\$302.36
10-223500-06	\$203.14
10-229300-10	\$118.91
10-239600-01	\$208.67
10-243000-04	\$125.17
10-244500-03	\$67.93
10-245800-07	\$53.95
10-251700-13	\$144.99
10-307100-02	\$271.76
10-311300-01	\$196.71
10-317300-02	\$35.74
10-340700-09	\$2.10
10-342900-02	\$79.63
10-362630-08	\$115.18
10-364100-06	\$31.57
10-365400-05	\$135.33
10-366400-03	\$124.03
10-378010-07	\$173.76
10-385400-16	\$157.23
10-386100-07	\$98.48
10-394800-01	\$80.00
10-397800-02	\$352.24
10-421220-03	\$85.02
10-423500-12	\$134.21
10-433400-06	\$191.01
10-474330-05	\$110.95
10-484280-00	\$376.18

10-487790-06	\$560.77
10-500500-00	\$158.53
10-519340-05	\$288.48
10-809280-03	\$195.95
10-809420-01	\$331.98
10-830252-01	\$172.21
10-830259-01	\$80.35
10-830410-05	\$64.47
10-830500-13	\$120.55
10-830890-07	\$175.57
10-831020-09	\$18.97
10-831050-04	\$314.55
10-831280-06	\$326.27
10-831310-03	\$57.09
10-850690-01	\$18.92
10-900070-05	\$111.97
10-900160-06	\$189.78
10-900180-08	\$105.61
10-900881-03	\$260.99
20-102600-00	\$0.20
20-103700-11	\$278.48
20-115060-04	\$106.24
20-117100-12	\$11.16
20-117400-09	\$46.24
20-118800-15	\$33.60
20-121500-09	\$182.02
20-122000-13	\$168.76
20-122200-08	\$99.71
20-123300-03	\$250.47
20-123600-01	\$18.92
20-124300-01	\$100.76
20-126400-07	\$238.11
20-150890-06	\$363.70
20-151311-03	\$266.64
20-151410-04	\$292.73
20-151830-07	\$240.08
20-151970-01	\$109.25
20-199530-09	\$65.87
20-199710-08	\$59.92
20-199870-08	\$22.50
20-199900-12	\$73.30
20-260010-04	\$4.23
20-562060-03	\$31.86
20-562140-06	\$194.22

	<b>*</b> • • • • • •
20-562330-07	\$144.01
20-562651-01	\$41.05
20-562700-08	\$86.29
20-562770-04	\$114.62
20-562850-03	\$347.48
20-567460-08	\$34.28
20-599060-09	\$96.51
20-621620-01	\$0.01
20-624600-02	\$95.73
20-700180-08	\$450.42
20-700430-10	\$10.75
20-700710-12	\$34.27
20-700720-05	\$68.67
20-700830-05	\$99.84
20-700830-06	\$37.96
20-700840-10	\$120.97
20-701180-12	\$72.00
20-701560-12	\$94.04
20-701610-10	\$6.44
20-701610-11	\$136.31
20-701720-04	\$121.25
20-701730-03	\$9.13
20-701911-05	\$90.38
20-702070-08	\$101.69
20-702110-13	\$84.60
20-702160-13	\$18.94

Total

\$14,842.01

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	12/14/2020			
BILL NUMBER	R20-57			
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPROVING A CONTRACT WITH THE GRAIN VALLEY ASSISTANCE COUNCIL TO PROVIDE FUNDING FOR THE HOME DELIVERED MEALS PROGRAM			
REQUESTING DEPARTMENT	Administration			
PRESENTER	Theresa Osenbaugh, Deputy City Administrator			
FISCAL INFORMATION	Cost as recommended:	\$8,000		
	Budget Line Item:	230-33-74200		
	Balance Available	\$13,000		
	New Appropriation Required:	[]Yes [x]No		
PURPOSE	To provide funding for the Home Delivered Meals Program			
BACKGROUND	The City of Grain Valley has provided funding to the Home Delivered Meals Program since 2008.			
SPECIAL NOTES	N/A			
ANALYSIS	N/A			
PUBLIC INFORMATION PROCESS	N/A			
BOARD OR COMMISSION RECOMMENDATION	N/A			
DEPARTMENT RECOMMENDATION	Staff Recommends Approval			
REFERENCE DOCUMENTS ATTACHED	Resolution & Contract			

STATE OF MISSOURI

# *December 14, 2020* RESOLUTION NUMBER <u>*R20-57</u>*</u>

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPROVING A CONTRACT WITH THE GRAIN VALLEY ASSISTANCE COUNCIL TO PROVIDE FUNDING FOR THE HOME DELIVERED MEALS PROGRAM

**WHEREAS,** the Mayor and Board of Aldermen, of the City of Grain Valley, Missouri recognize the importance of nutrition in public health; and

**WHEREAS,** the City of Grain Valley is home to a number of senior citizens who play an active role in the community, and whose continued health is of great importance to the community, and

**WHEREAS,** the City of Grain Valley levies an annual property tax in support of public health, revenues from which are available to support senior nutrition programs in the community; and

**WHEREAS,** the Grain Valley Assistance Council provides nutritious, home-delivered meals to the residents of Grain Valley, who are over 65 and/or disabled, daily, Monday thru Friday.

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

**SECTION 1:** That the Home Delivery Meals Program Contract between the City of Grain Valley, Missouri and the Grain Valley Assistance Council, a copy of which is attached hereto as **Exhibit A**, is hereby approved and adopted.

**SECTION 2:** That the City Administrator is authorized to execute the Home Delivery Meals Program Contract on behalf of the City.

PASSED and APPROVED (\_\_\_\_\_) this \_\_\_\_\_ day of December, 2020.

Chuck Johnston, Mayor

ATTEST:

Jamie Logan, City Clerk

#### PUBLIC SERVICE AGREEMENT BY AND BETWEEN GRAIN VALLEY ASSISTANCE COUNCIL AND THE CITY OF GRAIN VALLEY, MISSOURI

This Agreement, made and entered into this \_\_\_\_\_day of \_\_\_\_\_, is by and between Grain Valley Assistance Council (GVAC), a Missouri Not for Profit and the City of Grain Valley, Missouri, a municipal corporation (the "City").

#### WITNESSETH:

WHEREAS, the Grain Valley Assistance Council provides nutritious, homedelivered meals to the residents of Grain Valley, who are over 65 and/or disabled, daily, Monday thru Friday

WHEREAS, the City has determined that it is in the best interests of the City, and the importance of providing monetary assistance to this program;

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits to provide the following:

#### I. SCOPE OF SERVICES

The Grain Valley Assistance Council will provide the following services (the "Services"):

To provide home delivered meals Monday thru Friday of each week to residents of Grain Valley who are over 65 and/or disabled.

#### II. TERM AND TIME OF PERFORMANCE

The original term of this Agreement shall be from Jan 1, 2021 to December 31, 2021. If GVAC and City agree on the first year (1) performance, this contract may be renewed for one additional year, providing funding is allocated by the Board of Alderman, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City Administrator. The review by the City Administrator shall be completed no later than November 15, prior to the end of each term of this Agreement. The Grain Valley Assistance Council shall provide summary of program to City including number of residents and meals served for the year.

The City hereby agrees to compensate the Grain Valley Assistance Council with an annual payment for the Services at the cost up to, but no more than, \$8,000.00. All compensation for the Services is subject to the provisions of Section II above. The Grain Valley Assistance Council shall spend said sums in accordance with the Grain Valley Assistance Council program guidelines, as previously submitted to the City, which is incorporated herein by reference.

#### III. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW

The Grain Valley Assistance Council shall permit an authorized representative of the City to inspect and audit all data and records of the Grain Valley Assistance Council related to its performance under this Agreement.

# IV. SUBCONTRACTS

The Grain Valley Assistance Council and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

#### V. NON-DISCRIMINATION PROVISIONS

The Grain Valley Assistance Council and its subcontractors will not discriminate against any employee, applicant for employment or volunteer because of any individual's legally-recognized status, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

#### VI. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

## VII. INTEREST OF LOCAL PUBLIC OFFICE

No member of the Board of Aldermen of the City, or any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with review or approval of the work to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

#### VIII. INDEPENDENT CONTRACTOR

The Grain Valley Assistance Council is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

#### IX. INDEMNIFICATION

The Grain Valley Assistance Council shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and

other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Grain Valley Assistance Council or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that the Grain Valley Assistance Council need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Grain Valley Assistance Council has contracted for additional services under the terms of the Agreement.

#### X. CANCELLATION, TERMINATION OR SUSPENSION

- A. This Agreement may be terminated at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that the Grain Valley Assistance Council is in default or violation of the terms, conditions, assurances, or certifications of this Agreement. Non-appropriation of funds by the Board of Aldermen of the City shall not be considered a violation or default of this Agreement.
- B. In the event of such default or violation by the Grain Valley Assistance Council, the City shall send to the Grain Valley Assistance Council by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Grain Valley Assistance Council shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Grain Valley Assistance Council of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

#### XI. NOTICE

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator City of Grain Valley 711 S. Main St. Grain Valley, Missouri 64029 Notice to the Grain Valley Assistance Council shall be addressed to: President of the Board Grain Valley Assistance Council Post Office Box 262 Grain Valley, Missouri 64029

#### XII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Grain Valley Assistance Council mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.

#### XIII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

#### XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral written, are hereby merged into and made a part hereof, and are not of further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OFGRAIN VALLEY, MISSOURI a Municipal Corporation GRAIN VALLEY ASSISTANCE COUNCIL a Missouri Not for Profit

Ken Murphy, City Administrator

Jim Henson, President of the Board

ATTEST:

Jamie Logan, City Clerk

# Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	11/23/2020, 12/14/2020			
BILL NUMBER	B20-37			
AGENDA TITLE	AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF GRAIN VALLEY, MISSOURI FOR THE FISCAL YEAR 2020			
	Finance			
PRESENTER	Steven Craig, Finance Director			
FISCAL INFORMATION	Cost as recommended:	Not Applicable		
	Budget Line Item:	See Ordinance		
	Balance Available:	Not Applicable		
	New Appropriation Required:	[X]Yes []No		
PURPOSE	Annual amendment to the current budget (2020) to more accurately reflect the actual revenues and expenditures.			
BACKGROUND	N/A			
SPECIAL NOTES	The City has received additional funding from the CARES ACT and is refinancing the Series 2011 General Obligation Bonds and the Series 2012 IDA TIF Bonds. Additional street overlay projects were also approved for the Transportation Fund.			
ANALYSIS	N/A			
PUBLIC INFORMATION PROCESS	N/A			
BOARD OR COMMISSION RECOMMENDATION	N/A			
DEPARTMENT RECOMMENDATION	Staff Recommends Approval			
REFERENCE DOCUMENTS ATTACHED	Ordinance			

STATE OF MISSOURI

BILL NO. <u>B20-37</u>

# ORDINANCE NO. SECOND READING FIRST READING

November 23, 2020 (6-0)

## AN ORDINANCE AMENDING THE BUDGET OF THE CITY OF GRAIN VALLEY, MISSOURI FOR THE FISCAL YEAR 2020

**WHEREAS,** the Board of Aldermen adopted the Fiscal Year 2020 budget on December 9, 2019, by Ordinance No. 2485; and

WHEREAS, the Fiscal Year 2020 budget estimates the year's revenues and expenditures; and

**WHEREAS,** the annual fiscal year budget amendment done at year-end helps to more accurately reflect the actual revenues and expenditures at fiscal year-end; and

WHEREAS, this amendment addresses 2020.

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

**SECTION 1:** The following expenditures are hereby appropriated from the revenues and fund balances of each fund, to each fund, for the purpose stated:

	Revenues	Expenditures	Balance
General Fund	5,228,179	4,702,199	525,980
Economic Development	40,000	39,250	750
Park Fund	2,079,737	2,065,160	14,577
Transportation Fund	1,745,117	1,657,692	87,425
Public Health Fund	106,200	101,925	4,275
Debt Service Fund	7,180,889	6,030,039	1,150,850
Water/Sewer Fund	6,261,948	6,064,388	197,560
Capital Improvement Fund	572,000	572,000	-
Old Towne TIF Fund	375,000	375,000	-
2011 G.O. Bond Fund	-	-	-
Marketplace TIF (300)	5,000	5,000	-
Marketplace TIF Project #2(302)	857,000	857,000	-
Marketplace TIF Reserve (301)	257,000	257,000	-
MKTPL IDA Bonds (305)	2,597,000	2,547,000	50,000
Marketplace NID (310)	223,500	222,700	800
MKTPL NID ASSESSMENTS (311)	-	-	-
Marketplace CID (321)	342,725	329,680	13,045
MKTPL CID PROJECT #3 (323)	30,000	30,000	-
Marketplace TIF Projects (325)	120,000	5,000	115,000
Marketplace TIF Project #3 (330)	50,000	10,000	40,000
Marketplace TIF Project #4 (340)	37,000	5,000	32,000

**SECTION 2:** Effective Date: the amendment is in effect immediately after passage.

Read two times and PASSED by the Board of Aldernay votes being recorded as follows:	ermen thisday of	, 2020 the aye and
ALDERMAN BASS ALDERMAN HEADLEY ALDERMAN STRATTON	ALDERMAN CLEAVER ALDERMAN KNOX ALDERMAN TOTTON	
MAYOR (in the even	t of a tie only)	
Approved as to form:		
Lauber Municipal Law City Attorney	Chuck Johnston Mayor	
ATTEST:	Mayor	

Jamie Logan City Clerk

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	12/14/2020		
BILL NUMBER	B20-38		
AGENDA TITLE	AN ORDINANCE VACATING 60-FOOT RIGHT-OF- WAY FOR JEFFERSON STREET AND ADJOINING UTILITY EASEMENTS		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	Mark Trosen, Director		
FISCAL INFORMATION	Cost as N/A recommended:		
	Budget Line Item:	N/A	
	Balance Available N/A		
	New Appropriation Required:	[]Yes [X]No	
PURPOSE	To vacate the 60-foot right-of-way for Jefferson Street and the 10-foot utility easements on the north and south side of the street right-of-way as shown on the East Kansas City Industrial Park 3 <sup>rd</sup> Plat.		
BACKGROUND	There is no constructed street within the right-of-way. The right-of-way was platted in 2007 when Jefferson Street was planned to be re-aligned from Buckner- Tarsney to Tyer Road. This plan changed with development occurring and the construction of East Kansas City Industrial Blvd. There is also a developed property between the platted ROW and Tyer Road.		
SPECIAL NOTES	None None		

ANALYSIS	If the right-of-way and utility easements are vacated, the property will go back to CountryClub Homes LLC since they own property on both sides. CountryClub Homes has filed a final plat for this area that creates one lot that includes the proposed vacation areas. No private rights will be unreasonably injured or endangered. The public will suffer no unreasonable loss or inconvenience. The proposed vacation does not adversely affect properties in the general vicinity.
PUBLIC INFORMATION PROCESS	The Planning and Zoning Commission held a public hearing on this request on Wednesday, November 18, 2020. The public hearing was advertised in the Examiner and properties within 185 feet were notified by letter. By Ordinance, a public hearing before the Board of Aldermen is not required.
BOARD OR COMMISSION RECOMMENDATION	At the November 18, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend approval to the BOA.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance, Vacation Exhibit, Staff Report

STATE OF MISSOURI

BILL NO. <u>B20-38</u>

ORDINANCE NO.
SECOND READING
FIRST READING

## AN ORDINANCE VACATING THE 60-FOOT RIGHT-OF-WAY FOR JEFFERSON STREET AND ADJOINING UTILITY EASEMENTS

- WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, has deemed that the 60-foot right-of-way and adjoining utility easements as recorded on the East Kansas City Industrial Park 3<sup>rd</sup> Plat is no longer necessary or useful as a city public right-of-way, and there appropriate for vacation by the City.
- **WHEREAS,** the Board of Aldermen has determined that the vacation of the right-of-way and utility easements do not adversely affect properties in the general vicinity, no longer serves a public purpose and is in the best interest of the City.
- **WHEREAS**, the Planning and Zoning Commission held a public hearing on November 18, 2020 and voted unanimously to recommend to the Board of Alderman that the right-ofway and utility easements be vacated.

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

- **SECTION 1:** The City of Grain Valley hereby vacates the 60-foot right-of-way for Jefferson Street and the 10-foot utility easements on the north and south side of the street right-of-way, as shown in Attachment "A".
- **SECTION 2:** The legal descriptions are as follows:

#### 60-foot Right-of Way:

ALL OF JEFFERSON STREET AS SHOWN ON THE PLAT OF "EAST KANSAS CITY INDUSTRIAL PARK - 3RD PLAT, A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI.

#### **Utility Easements:**

THE WEST 164.58 FEET OF A 10.00 FEET UTILITY EASEMENT LYING ADJACENT TO THE NORTH RIGHT OF WAY LINE OF JEFFERSON STREET AS SHOWN ON THE PLAT OF "EAST KANSAS CITY INDUSTRIAL PARK - 3RD PLAT, A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; AND THE WEST 164.47 FEET OF A 10.00 FEET UTILITY EASEMENT LYING ADJACENT TO THE SOUTH RIGHT OF WAY LINE OF JEFFERSON STREET AS SHOWN ON THE PLAT OF "EAST KANSAS CITY INDUSTRIAL PARK - 3RD PLAT, A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_day of \_\_\_\_\_\_, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_\_ ALDERMAN HEADLEY \_\_\_\_\_\_ ALDERMAN STRATTON

ALDERMAN CLEAVER
ALDERMAN KNOX
ALDERMAN TOTTON

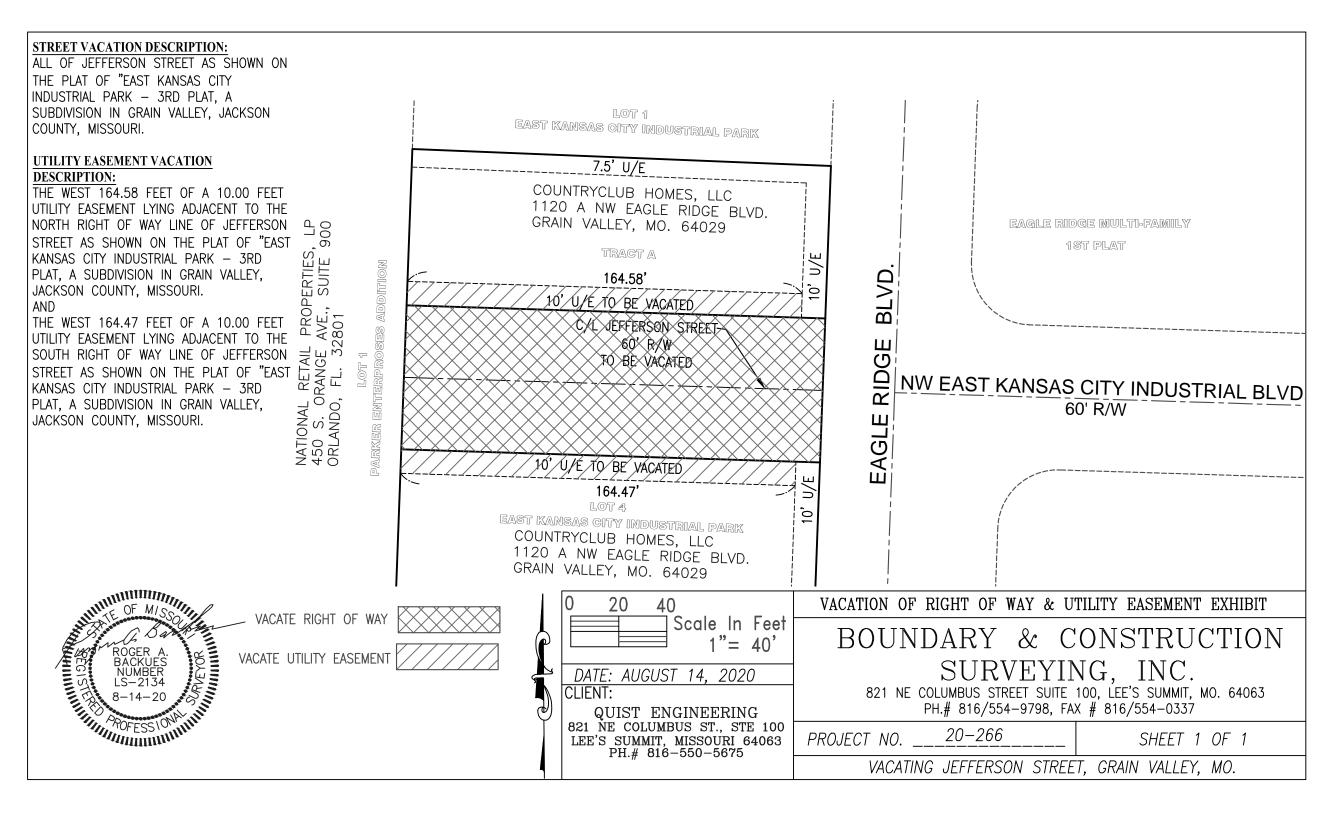
Mayor \_\_\_\_\_ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law City Attorney Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk



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BOA Staff Report December 14, 2020

#### ACTION:

CountryClub Homes, LLC is requesting the vacation of the 60-foot right-of-way for Jefferson Street and the 10-foot utility easements on the north and south side of the street right-of-way as shown on the East Kansas City Industrial Park-3<sup>rd</sup> Plat.

#### PURPOSE:

If the ROW and utility easements are vacated, the property will go back to CountryClub Homes LLC since they own the property on both sides. CountryClub Homes has filed a final plat for this area that creates one lot that includes the street ROW and utility easements.

#### ANAYLSIS:

The following utility companies have responded that they have no objection to the proposed vacation:

- Evergy (Electric)
- Comcast (Cable TV)
- City of Grain Valley (Water/Sewer) requested a 15-foot utility easement running north and south along the west property line for existing water main. This easement is shown on the proposed final plat for East Kansas City Industrial Park – 14<sup>th</sup> plat.

Spire was sent notification requesting consent form. Spire has a 4-inch gas line on the west side of Eagle Ridge Blvd. Spire wants to ensure that an easement will be provided for that line. The final plat of East Kansas City Industrial Park –  $14^{th}$  plat was sent to Spire. The proposed final plat, which is also on the agenda for approval, illustrates a platted 10-foot utility easement along the west right-of-way line for Eagle Ridge Blvd.

No private rights will be unreasonably injured or endangered. The public will suffer no unreasonable loss or inconvenience. The proposed vacation does not adversely affect properties in the general vicinity.

#### **PUBLIC INFORMATION AND PROCESS:**

Public Notice was given in the Examiner and by letter to property owners of record with the County within 185 feet of the proposed vacation.

#### PLANNING AND ZONING COMMISSION:

The Commission held a public hearing on November 18, 2020. At the conclusion of the hearing, the Commission voted unanimous to recommend to the Board of Aldermen that ROW and utility easements be vacated.

#### **STAFF RECOMMENDATION:**

Staff has no objection to the request to vacate the right-of-way and utility easements.

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	12/14/2020		
BILL NUMBER	B20-39		
AGENDA TITLE		ROVING THE FINAL PLAT Y INDUSTRIAL PARK – 14 <sup>th</sup>	
REQUESTING DEPARTMENT	COMMUNITY DEVELO	PMENT DEPARTMENT	
PRESENTER	MARK TROSEN, DIREC	CTOR	
FISCAL INFORMATION	Cost as N/A recommended:		
	Budget Line Item:	N/A	
	Balance Available N/A		
	New Appropriation Required:	[] Yes [X] No	
PURPOSE	To gain final plat approval for East Kansas City Industrial Park – 14 <sup>th</sup> Plat		
BACKGROUND	This is a replat of Tract A and Lot 4 of East Kansas City Industrial Park – 3 <sup>rd</sup> Plat. The 3 <sup>rd</sup> Plat was recorded on February 28, 2007. The property owner of Tract A and Lot 4 has filed an application to vacate the right-of-way and the adjacent utility easements along the right-of-way. The property is zoned District M-1 (Light Industrial).		
SPECIAL NOTES	None		
ANALYSIS	The final plat contains one lot. Lot 4 will contain approximately 1.15 acres which includes the vacated right-of-way and vacated utility easements. This plat conforms to the City's regulations and requirements for platting in accordance with Chapter 405 of the City's code.		

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at the November 18, 2020 meeting.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Final Plat, and Staff Report

## CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B20-39</u>

ORDINANCE NO.
SECOND READING
FIRST READING

## AN ORDINANCE APPROVING THE FINAL PLAT OF EAST KANSAS CITY INDUSTRIAL PARK – 14<sup>th</sup> PLAT

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

**WHEREAS**, a meeting was held on November 18, 2020 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

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

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

**SECTION 1:** The final plat of East Kansas City Industrial Park – 14<sup>th</sup> Plat is approved.

**SECTION 2:** The property legally described below as East Kansas City Industrial Park  $- 14^{th}$  Plat:

A REPLAT OF TRACT A, LOT 4 AND THE VACATED JEFFERSON STREET ALL IN THE "EAST KANSAS CITY INDUSTRIAL PARK - 3RD PLAT", A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 02 DEGREES 06 MINUTES 05 SECONDS EAST ALONG THE WEST PLAT LINE OF SAID SUBDIVISION; 285.13 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT A, 174.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EAGLE RIDGE BLVD: THENCE SOUTH 02 DEGREES 06 MINUTES 05 SECONDS WEST ALONG SAID RIGHT OF WAY, 218.39 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 55 SECONDS EAST, 5.00 FEET TO A POINT ON A CURVE; THENCE ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF SOUTH 02 DEGREES, 06 MINUTES, 05 SECONDS WEST, A RADIUS OF 525.00 FEET AND A DISTANCE OF 66.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 87 DEGREES 53 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 4, 183.70 FEET TO THE POINT OF BEGINNING.

Read two times and PASSED by the Board of Aldermen this	day of	, <u>2020</u> , the aye
and nay votes being recorded as follows:		

ALDERMAN BASS	ALDERMAN CLEAVER	
ALDERMAN HEADLEY	ALDERMAN KNOX	
ALDERMAN STRATTON	ALDERMAN TOTTON	

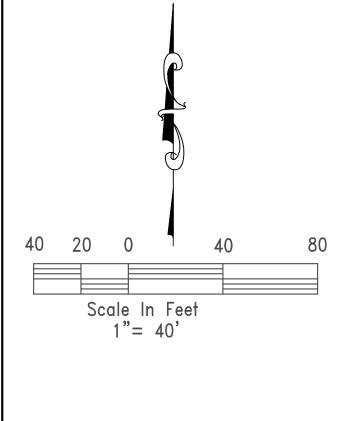
Mayor \_\_\_\_\_ (in the event of a tie only) Approved as to form:

\_\_\_\_\_

Lauber Municipal Law City Attorney Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk



LEGEND

- M MEASURED R – RECORD
- RAD RADIUS
- L ARC LENGTH U/E – UTILITY EASEMENT
- L/E LANDSCAPE EASEMENT
- D/E DRAINAGE EASEMENTW/E - WATER EASEMENT
- S/E SEWER EASEMENT
- B/L BUILDING LINE
- C/L CENTERLINE R/W - RIGHT OF WAY
- ITB INITIAL TANGENT BEARING

MONUMENT LEGEND

SET 1/2" REBAR AND CAP @ ALL REAR LOT CORNERS RLS-2134, MO. RLS-1069, KS.

CURB NOTCHES ARE ON AN EXTENSION OF THE SIDE LOT LINES.

MONUMENTATION WILL BE COMPLETED WITHIN 6 MONTHS AFTER COMPLETION OF ALL STREETS AND UTILITIES.

STATE PLANE COORDINATES

## (1)317398.059

874219.963 (2)317484.901 874223.149 (3)317482.756 874276.295 (4)317396.006

874275.912

1 METER = 3.28083333'KC METRO CONTROL STATION JA-62 WAS USED TO CREATE THE COORDINATES AS SHOWN (#) AND IS BASED ON "MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE" USING A COMBINED GRID FACTOR OF 0.9999140.

NOTES:

1. THE SUBJECT PROPERTY CONTAINS 1.15 ACRES MORE OR LESS. 2. PARENT TRACT AS RECORDED IN DOCUMENT NO. 2011E0104745.

## FLOOD STATEMENT:

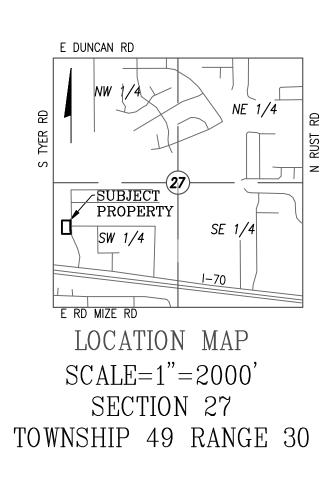
THE SUBJECT PROPERTY LIES IN AN AREA LABELED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOOD PLAIN) AS DETERMINED BY THE FEMA FLOOD INSURANCE RATE MAP NUMBER 29095C0338G MAP REVISED DATE JANUARY 20, 2017.

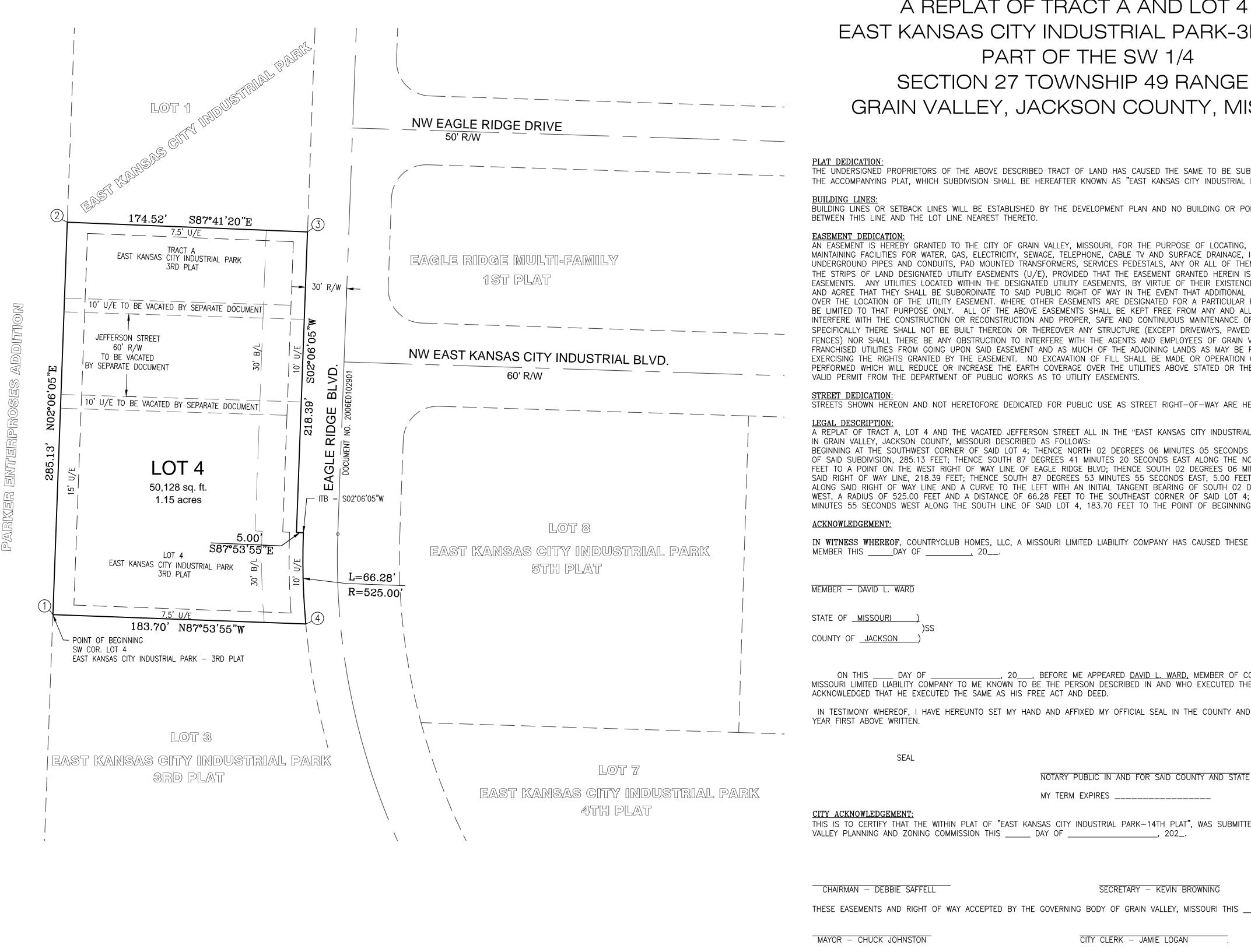
#### BASIS OF BEARINGS:

BEARINGS SHOWN ARE GRID BEARINGS BASED ON MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

I HEREBY CERTIFY: THAT THE PLAT OF "EAST KANSAS CITY INDUSTRIAL PARK-14TH PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES. DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

SURVEYOR: ROGER A. BACKUES, PLS MO. NO. 2134





DATE:\_\_\_\_\_

I HEREBY CERTIFY: THAT THE PLAT OF "EAST KANSAS CITY INDUSTRIAL PARK-14TH PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

SURVEYOR: ROGER A. BACKUES, PLS MO. NO. 2134

# FINAL PLAT EAST KANSAS CITY INDUSTRIAL PARK 14TH PLAT

A REPLAT OF TRACT A AND LOT 4 OF EAST KANSAS CITY INDUSTRIAL PARK-3RD PLAT PART OF THE SW 1/4

SECTION 27 TOWNSHIP 49 RANGE 30 GRAIN VALLEY, JACKSON COUNTY, MISSOURI

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS "EAST KANSAS CITY INDUSTRIAL PARK-14TH PLAT".

BUILDING LINES OR SETBACK LINES WILL BE ESTABLISHED BY THE DEVELOPMENT PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GRAIN VALLEY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICES PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/E), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS. ANY UTILITIES LOCATED WITHIN THE DESIGNATED UTILITY EASEMENTS, BY VIRTUE OF THEIR EXISTENCE, DO HEREBY COVENANT, CONSENT AND AGREE THAT THEY SHALL BE SUBORDINATE TO SAID PUBLIC RIGHT OF WAY IN THE EVENT THAT ADDITIONAL PUBLIC RIGHT OF WAY IS DEDICATED OVER THE LOCATION OF THE UTILITY EASEMENT. WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL OF THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF GRAIN VALLEY, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT AND AS MUCH OF THE ADJOINING LANDS AS MAY BE REASONABLY NECESSARY IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENT. NO EXCAVATION OF FILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPURTENCES THERETO WITHOUT VALID PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS AS TO UTILITY EASEMENTS.

STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

A REPLAT OF TRACT A, LOT 4 AND THE VACATED JEFFERSON STREET ALL IN THE "EAST KANSAS CITY INDUSTRIAL PARK - 3RD PLAT", A SUBDIVISION IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 02 DEGREES 06 MINUTES 05 SECONDS EAST ALONG THE WEST PLAT LINE OF SAID SUBDIVISION, 285.13 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT A, 174.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EAGLE RIDGE BLVD; THENCE SOUTH 02 DEGREES 06 MINUTES 05 SECONDS WEST ALONG SAID RIGHT OF WAY LINE, 218.39 FEET: THENCE SOUTH 87 DEGREES 53 MINUTES 55 SECONDS EAST, 5.00 FEET TO A POINT ON A CURVE: THENCE ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF SOUTH 02 DEGREES 06 MINUTES 05 SECONDS. WEST, A RADIUS OF 525.00 FEET AND A DISTANCE OF 66.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 87 DEGREES 53

IN WITNESS WHEREOF, COUNTRYCLUB HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS DAY OF

MEMBER – DAVID L. WARD

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_\_, BEFORE ME APPEARED <u>DAVID L. WARD,</u> MEMBER OF COUNTRYCLUB HOMES, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID THE DAY AND YEAR FIRST ABOVE WRITTEN.

SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

SECRETARY – KEVIN BROWNING

MY TERM EXPIRES \_\_\_\_\_

# CITY ACKNOWLEDGEMENT:

THIS IS TO CERTIFY THAT THE WITHIN PLAT OF "EAST KANSAS CITY INDUSTRIAL PARK-14TH PLAT", WAS SUBMITTED TO AND APPROVED BY THE GRAIN VALLEY PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_.

CHAIRMAN – DEBBIE SAFFELL

THESE EASEMENTS AND RIGHT OF WAY ACCEPTED BY THE GOVERNING BODY OF GRAIN VALLEY, MISSOURI THIS \_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_,

MAYOR - CHUCK JOHNSTON

CITY CLERK – JAMIE LOGAN

# JACKSON COUNTY ASSESSOR APPROVAL:

		EAST KANSAS CITY INDUST GRAIN VALLEY, JACKSO	
	DATE: OCTOBER 1, 2020 DEVELOPER COUNTRYCLUB HOMES LLC 1120 A NW EAGLE RIDGE BLVD	BOUNDARY & CO SURVEYIN 821 NE COLUMBUS STREET SUITE 10 PH.# 816/554-9798, FAX	G, INC. 10. LEE'S SUMMIT, MO. 64063
GRAIN VALLEY, MO 64029		PROJECT NO20-266	SHEET 1 OF 1

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BOA Staff Report December 14, 2020 Final Plat – East Kansas City Industrial Park – 14<sup>th</sup> Plat

#### PURPOSE:

The purpose of this request is to gain final plat approval for the subdivision. This plat is a replat of Tract A and Lot 4 of East Kansas City Industrial Park  $-3^{rd}$  Plat.

#### **BACKGROUND:**

The 3<sup>rd</sup> Plat of East Kansas City Industrial Park was recorded on February 28, 2007. The 3<sup>rd</sup> Plat consists of 4 lots, the 60-foot right-of-way for Jefferson Street alignment and Tract A.

The property owner of Tract A and Lot 4 has filed an application to vacate the right-of-way and the adjacent utility easements along the right-of-way. The vacation request is scheduled for a public hearing before the Planning and Zoning Commission on November 18, 2020.

#### ANALYSIS:

The property is zoned District M-1 (Light Industrial).

This plat consists of one lot. Lot 4 will contain approximately 1.15 acres. This plat conforms to the City's regulations and requirements for platting in accordance with Chapter 405 of the City's municipal code.

#### PLANNING AND ZONING COMMISSION:

The Commission, at the November 18, 2020, recommended approval.

#### **STAFF RECOMMENDATION:**

Staff recommends approval.

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	12/14/2020			
BILL NUMBER	B20-40			
AGENDA TITLE	AN ORDINANCE APPE OF EAGLE RIDGE EST	ROVING THE FINAL PLAT FATES – 4 <sup>th</sup> PLAT		
REQUESTING DEPARTMENT	COMMUNITY DEVELO	PMENT DEPARTMENT		
PRESENTER	MARK TROSEN, DIRE	CTOR		
FISCAL INFORMATION	Cost as N/A recommended:			
	Budget Line Item:	N/A		
	Balance Available	N/A		
	New Appropriation [] Yes [X] No Required:			
PURPOSE	To gain final plat approval for Eagle Ridge Estates 4 <sup>th</sup> Plat.			
BACKGROUND	The property is located on the west side of where Eagle Ridge Blvd. ends and east of Tyer Road and north of the Water Tower and Water Storage Tank. The Planning and Zoning Commission approved the preliminary plat on September 9, 2020. The property is zoned District R-1 (Single Family Residential).			
SPECIAL NOTES	None			
ANALYSIS	The final plat contains 12 lots and a tract for stormwater detention purposes. This plat conforms to the City's regulations and requirements for platting in accordance with Chapter 405 of the City's code. The City Engineer has approved the engineering civil plans.			
PUBLIC INFORMATION PROCESS	N/A			

BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at the November 18, 2020 meeting.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Final Plat, and Staff Report

## CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B20-40</u>

ORDINANCE NO.
SECOND READING
FIRST READING

# AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE ESTATES – $4^{\mathrm{th}}$ PLAT

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

**WHEREAS,** a meeting was held on November 18, 2020 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

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

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

**SECTION 1:** The final plat of Eagle Ridge Estates 4<sup>th</sup> Plat is approved.

**SECTION 2:** The property legally described below as Eagle Ridge Estates – 4<sup>th</sup> Plat: TRACT A, EAGLES RIDGE ESTATES, 1ST PLAT, A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 27, AND ALSO PART OF THE SOUTHEAST QUARTER OF SECTION 28, BOTH IN TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SOUTH 87°50'32" EAST, 347.93 FEET, TO THE NORTHEAST CORNER OF SAID TRACT A, BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTHWEST EAGLE RIDGE BOULEVARD, AS NOW ESTABLISHED; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 14°27'08" EAST, A RADIUS OF 270.00 FEET AND A CURVE LENGTH OF 77.90 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02°04'42" WEST, 245.87 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT A; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID TRACT A, NORTH 87°37'12" WEST, 483.86 FEET, TO THE SOUTHWEST CORNER OF SAID TRACT A, AND BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF TYER ROAD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 02°50'00" EAST, A RADIUS OF 660.00 FEET AND A CURVE LENGTH OF 265.93 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 25°55'10" EAST, 68.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT A, AND BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST OUARTER OF SAID SECTION 28; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, SOUTH 88°05'51" EAST, 40.93, FEET TO THE POINT OF BEGINNING AND CONTAINS 3.35 ACRES, MORE OR LESS.

[B20-40]

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_day of \_\_\_\_\_\_, <u>2020</u>, the aye and nay votes being recorded as follows:

ALDERMAN BASS	ALDERMAN CLEAVER
ALDERMAN HEADLEY	ALDERMAN KNOX
ALDERMAN STRATTON	ALDERMAN TOTTON

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

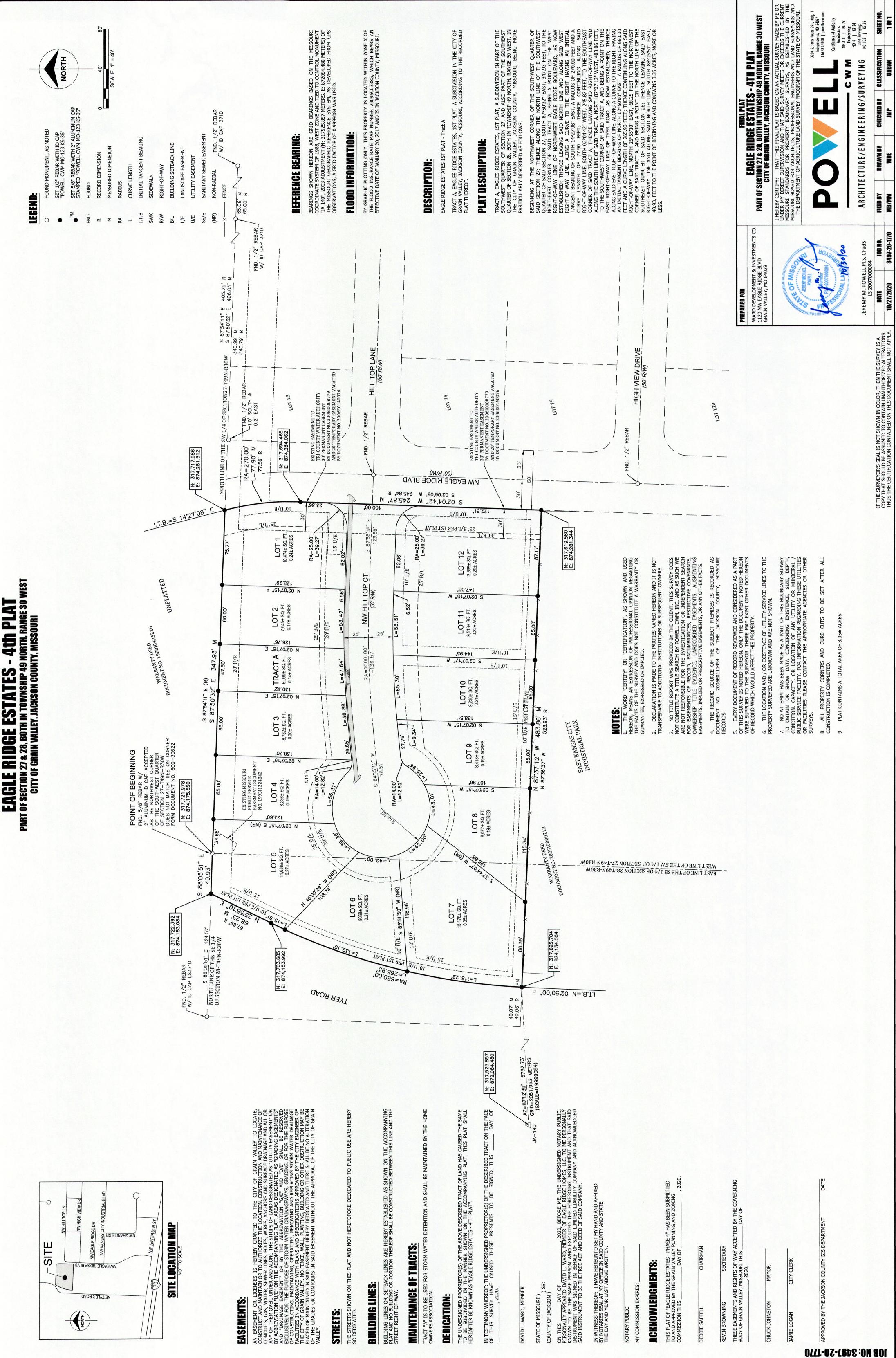
Approved as to form:

Lauber Municipal Law City Attorney Chuck Johnston Mayor

\_\_\_\_\_

ATTEST:

Jamie Logan City Clerk



FINAL PLAT



BOA Staff Report Final Plat – Eagle Ridge Estates – 4<sup>th</sup> Plat December 14, 2020

#### PURPOSE:

The purpose of this request is to gain final plat approval.

#### **BACKGROUND:**

This property is located on the west side of where Eagle Ridge Blvd. ends and east of Tyer Road (north of the Water Tank and Tower). The proposed subdivision will contain 12 lots and a tract for stormwater detention purposes. The property is zoned District R-1 (Single Family Residential).

The Planning and Zoning Commission approved the preliminary plat on September 9, 2020.

#### ANALYSIS:

The final plat has slightly changed from the preliminary plat. Tract A was added to manage the stormwater drainage from the street, driveways, and rooftops. This required minor revisions to the lot widths on the north side of the cul-de-sac street.

In District R-1, the minimum lot width at the building line can not be less than 65 feet, except that 10% of the lots in each subdivision may be 60-foot lot widths. With 12 lots, only one lot can be 60 feet which is lot 2 on this final plat.

The final plat is in conformance with City Standards and engineering civil plans have been approved by City Engineer.

#### PLANNING AND ZONING COMMISSION:

The Commission, at their November 18, 2020, recommended approval of the final plat.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the final plat for Eagle Ridge Estates – 4<sup>th</sup> Plat.

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	12/14/2020			
BILL NUMBER	B20-41			
AGENDA TITLE	AN ORDINANCE APPR USE PERMIT FOR A M INFUSED PRODUCTS FACILITY ON APPROX	MANUFACTURING		
REQUESTING DEPARTMENT	COMMUNITY DEVELO	PMENT		
PRESENTER	Mark Trosen, Director			
FISCAL INFORMATION	Cost as N/A recommended:			
	Budget Line Item:	N/A		
	Balance Available	N/A		
	New Appropriation Required:	[]Yes [X]No		
PURPOSE	The applicant, Missouri Made Marijuana (MMM) LLC, is requesting approval of a conditional use permit to operate a medical marijuana manufacturing facility on approximately 6 acres.			
BACKGROUND	This is the site that the Board of Aldermen approved a Conditional Use Permit (Ordinance 2503) for MMM to operate a Medical Marijuana Cultivation Facility. Since MMM is changing the previous approved use of a structure for cultivation to now cultivation and manufacturing, a separate conditional use permit is required for the manufacturing operation. The property is zoned District M-1 (Light Industrial). The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of the Penny's Concrete facility.			
SPECIAL NOTES	Per Section 425.050 of the City's Code of Ordinances, a medical marijuana infused products manufacturing facility may be allowed by Conditional Use Permit in District M-1 (Light Industrial).			

ANALYSIS	Please refer to Staff Report
PUBLIC INFORMATION PROCESS	Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the applicant's property were notified by letter.
BOARD OR COMMISSION RECOMMENDATION	The Planning & Zoning Commission held a public hearing on Wednesday, November 18, 2020. The Commission recommended approval of the conditional use permit subject to 4 conditions that are outlined in ordinance.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Application, Applicant's Narrative, Site Plans, Grading Plan, Utility Plan, Landscape Plan, Security Plan, Floor Plan

### CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B20-41</u>

ORDINANCE NO.
SECOND READING
FIRST READING

ODDINI ANOT NO

#### AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE A MEDICAL MARIJUANA INFUSED PRODUCTS MANUFACTURING FACILITY

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

WHEREAS, a public hearing was held on November 18, 2020 in which the Planning and Zoning Commission recommended approval of a conditional use permit subject to four conditions for a medical marijuana infused products manufacturing facility on approximately 6 acres that is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of Penny's Concrete facility; and

**WHEREAS,** a public hearing concerning said matter was held before the Board of Aldermen at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on December 14, 2020; and

**WHEREAS,** this is the same site that the Board of Aldermen approved a Conditional Use Permit by Ordinance 2503 for Missouri Made Marijuana to operate a Medical Marijuana Cultivation Facility; and

**WHEREAS,** the Board of Aldermen has determined that the proposed land use will not seriously injure the appropriate use of neighboring property and will conform to the general intent and purpose of Chapter 400, Zoning Regulations, in the City Code of Ordinances.

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

**SECTION 1:** The property for the Conditional Use Permit to operate a medical marijuana infused products manufacturing facility is generally described below:

Legal Description:

Lot 1, Black Industries, a subdivision in Grain Valley, Jackson County, Missouri, according to the Plat thereof recorded June 17, 2020 as Document No. 2020E0050672 in Plat Book 190, page 84.

**SECTION 2:** The Conditional Use Permit to operate a medical marijuana infused products manufacturing facility is hereby approved subject to the following conditions:

- 1) The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.
- 2) If Missouri Made Marijuana LLC's State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.
- Missouri Made Marijuana LLC shall provide a copy of the Manufacturing State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.
- 4) The perimeter fence along the north and west property lines shall be an 8 foot tall "Ameristar Montage" black spike steel panel or reasonably equivalent as approved by the Community Development Director and the perimeter fence along the east and south property lines shall be an 8 foot tall "Ameristar PermaCoat" black chain link fence using all black components for posts, clips, rails and attachments or reasonably equivalent as approved by the Community Development Director.

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

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_day of \_\_\_\_\_, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_\_ ALDERMAN HEADLEY \_\_\_\_\_\_ ALDERMAN STRATTON \_\_\_\_\_\_ ALDERMAN CLEAVER \_ ALDERMAN KNOX \_ ALDERMAN TOTTON \_

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

Approved as to form:

Lauber Municipal Law City Attorney Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk



BOA Staff Report December 14, 2020

#### ACTION:

Missouri Made Marijuana (MMM) LLC is requesting a Conditional Use Permit to operate a Medical Marijuana Infused Products Manufacturing Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70. This is the same site that the Board of Alderman approved a Conditional Use Permit (Ordinance 2503) for MMM to operate a Medical Marijuana Cultivation Facility.

Since the applicant is changing the previous approved use of a structure for cultivation to now cultivation and manufacturing, a separate conditional use permit is required for the manufacturing operation.

#### PURPOSE:

To allow the operation of a medical marijuana infused products manufacturing facility under Section 425.050 of the City's Code of Ordinances. A medical marijuana manufacturing facility is a facility licensed by the Missouri Department of Health and Senior Services to acquire, store, manufacture, transport, and sell marijuana infused products to a medical marijuana dispensary facility, a medical testing facility, or to another medical marijuana infused products manufacturing facility.

The manufacturing operation and cultivation of medical marijuana will take place in three fully enclosed buildings on the site. The buildings and site infrastructure will occur in two phases. Phase 1 will entail the construction of one building consisting of over 27,563 square feet and interior drives and parking areas. Phase 2 will entail the construction of two buildings of similar size.

The submitted site plan is very similar to the approved site plan for the cultivation facility with the exception that the circular drives between buildings 1 and 2 with building 3 is being replaced with a singular drive, the relocation of the trash enclosure and an alternative fence material around half of the property.

The 6 acres has been platted as Lot 1 of Black Industries Subdivision. BlackHooks Investments, LLC owns the property.

#### ANALYSIS:

The property is zoned District M-1 (Light Industrial). A medical marijuana infused products manufacturing facility may be located as a conditional use permit in District M-1 upon compliance with the provisions in Section 425.050.

The Missouri Department of Health and Senior Services has issued a license (#MAN000090) to manufacture medical marijuana at this location. The license was issued until the period ending on July 24, 2021.



The applicant complies with Section 425.060 (A.3.), distance requirement from another medical marijuana facility, because both facilities share common ownership.

The cultivation facility is significantly more than 750 feet from any existing elementary or secondary school, day care or church.

Site plans for each phase were submitted and a floor plan showing the various activities, including both the cultivation and manufacturing processes that will be conducted. In reviewing the site plans and other supplemental plans, staff offers the following comments:

- 1) The submitted site plans, C.2 and C2.1, proposes an alternative fence for the east and south property lines. In the CUP for the cultivation facility, there is a condition as follows, "The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or similar material". The applicant provided a detail sheet for a black welded steel spike fence that is known as Ameristar Montage. This would be an acceptable similar material as noted above. With the site plans for the manufacturing facility, the applicant is asking to modify the fencing condition to allow the Ameristar Montage along the north and west property lines and allow a black chain link fence using all black components to be installed along the east and south property lines. Staff has no objection to this request and has a condition in the staff recommendation that will allow this modification.
- 2) The submitted landscape plan shows the landscaping materials and pattern along both the north property line and west property line along the frontage on the new public street.
- 3) Since buildings 1 and 3 are within three hundred (300) feet of the right-of-way for I-70, the exterior walls visible from right-of-way must comply with Section 400.220 of the city's zoning regulations. The applicant proposes the same exterior materials, brick wainscot with E.I.F.S panels, that was approved with the cultivation CUP.

The applicant must provide a plan which reasonably shows that the manufacturing facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person beyond the boundary of the lot on which the medical marijuana cultivation facility is located.

The previous approved odor control plan will remain unchanged. The applicant's plan is to utilize a custom air cleaning system to mitigate potential odors. The custom air quality engineering and ventilation system is environmentally friendly, energy efficient, cleans air and prevents odors from escaping.

The applicant must provide a security plan for review and approval by the Police Department, which reasonably shows that the cultivation facility can be kept secure from access by unauthorized persons both during after normal operating hours.

The applicant's security plan was reviewed and approved by Chief Beale and his executive staff.



The previous approved waste disposal plan will remain unchanged. All the facilities' activities associated with waste storage, disposal and recycling shall be tracked by MMM's Inventory Control System and in accordance with proper state regulations.

The applicant has indicated that signage will be minimal for this facility and confirms that all signage will conform to the city's code of ordinances as well as the State guidelines.

Regarding surrounding land uses, the area to the north is Interstate 70. To the west, the property is zoned District M-1 and contains the Mo Country bar. To the south, the Penny's Concrete batch plant and is zoned District M-1. To the east, the property is vacant and is zoned District M-1.

#### PUBLIC INFORMATION AND PROCESS:

Public notice was given in the Examiner and by letter to property owners of record within 185 feet of the applicant's property.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of a Conditional Use Permit to operate a Medical Marijuana Infused Products Manufacturing Facility, in addition to the approved CUP for the Cultivation Facility, on the described site subject to the following conditions:

- 1) The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.
- If Missouri Made Marijuana LLC's State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.
- 3) Missouri Made Marijuana LLC shall provide a copy of the Manufacturing State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.
- 4) The perimeter fence along the north and west property lines shall be an 8 foot tall "Ameristar Montage" black spike steel panel or reasonably equivalent as approved by the Community Development Director and the perimeter fence along the east and south property lines shall be an 8 foot tall "Ameristar PermaCoat" black chain link fence using all black components for posts, clips, rails and attachments or reasonably equivalent as approved by the Community Development Director.

#### PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission unanimously recommended approval subject to the four condition above at their November 18, 2020.

Grain Valley Come Home To Opportunity	•		711 Main Street rain Valley, MO 64029 816.847.6220 816.847.6206 fax v.cityofgrainvalley.org
Planning &	Zon	ING APPLICATION	2650.
PROJECT INFORMATION			
Location: South Outer Belt (Penny's Concrete Site)			
Subdivision: N/A Lot #; Zoning			•
Description of Request: Special Use Permit for use of prope	rty as	a medical marijuana infused products	
manufacturing facility.		······································	
APPLICANT INFORMATION			
Name: Randy Black, Sr., c/o Steven Lucas	*		
Company: Missouri Made Marijuana LLC c/o Rouse Frets V	/hite	Goss Gentile Rhodes, P.C.	
Address: 4510 Belleview, Suite 300, Kansas City, MO 6411			-
Telephone: (816) 753-9200 Fax: (816) 753-9201		. slucas@rousepc.com	
Property Owner:Penny's Concrete Inc.	D man	•	- 0
Additional Contact(s):Phelps Engineering; Judd Claussen			
Type of Application: Check Type & Submit Corresponding Requirements		Submittal Requirement List:	
Rezoning 1 • 2 • 5 • 10 • 11 • 14	1	Legal description of subject property	
Ordinance Amendment 10	2	Map depicting general location of site	roficito
X Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3	Summary Site Analysis depicting current characte	OI SILE
Temporary Use Permit 2 • 10 • 14	4 5	Preliminary Plat (3 full size copies) Preliminary Development/ Site Plan (6 copies)	
Preliminary Plat 1 • 3 • 4 • 14 Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6	Final Plat (6 copies)	
Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	7	Final Development/ Site Plan (6 copies)	
Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8	Landscaping Plan (6 copies)	
Site Plan 1 • 7 • 8 • 9 • 12• 14 • 15	9	Building Elevations (6 copies)	
Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10	Written description of the proposal	
Future Land Use Map (Refer to page 9)	11	List of property owners within 185 feet	
	12	Construction plans for all public works	
Note:	L	improvements (6 copies)	
Include at least one 8 ½ x 11 copy of all	13	Copies of tax certificates from City and County	
drawings	14	Proof of ownership or control of property (deed,	
		contract, lease) or permission from property owne	
and plans will all applications.	15	Off-site easements if necessary	
	16	Survey of vacation area	

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

The applicant hereby agrees that all information is provided as required with this application and the City

Code: Applicant's Signature Steven Lucas

Agent for Missouri Made Marijuana LLC Applicant's Signature

Date	

Date

09/14/2020

12

#894024

# **City of Grain Valley Conditional Use Permit Application**

.

For Missouri Made Marijuana, L.L.C.

Submitted by:

Steven Lucas Rouse Frets White Goss Gentile Rhodes, P.C. 4510 Belleview, Suite 300, Kansas City, MO 64111

September 14, 2020

# **Table of Contents: Conditional Use Permit Application**

#### **Conditional Use Permit Application and Site Plan Review Request:**

- I. Narrative Description of the Proposed Use
- II. Medical Marijuana-Infused Project Manufacturing Facility Regulations

#### Attachments:

Attachment – Legal Description Attachment – Site Plan Attachment – Landscape Plan Attachment – CUP Application Fee of \$500.00 Attachment – Floor Plans Attachment – Security Plan

# I. Narrative Description of the Proposed Use

Missouri Made Marijuana, LLC, ("MMM") proposes to develop a Medical Marijuana-Infused Products Manufacturing Facility ("Project"), in Grain Valley, Missouri. A Medical Marijuana-Infused Products Facility is defined in the Code of Ordinances, City of Grain Valley, Missouri ("City Code") as "a facility licensed by the department to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility."

The Project will be located on property currently zoned M-1 Light Industrial District. MMM is seeking a Conditional Use Permit ("CUP") from the City with the submission of this application pursuant to Sections 400.240 and 425.060 of the City Code. The Project will be designed to meet all applicable Land Use requirements pursuant to Title IV of the City Code.

On May 27, 2020, the City approved Ordinance Number 2503 which granted MMM a CUP for a Medical Marijuana Cultivation Facility located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of Penny's Concrete facility (the "Project Site"). Further, the City Code allows multiple medical marijuana facilities to be located on the same parcel if the facilities share common ownership. Here, MMM's CUP application proposes to develop the Project on the same parcel (i.e., the Project Site) as the previously approved Medical Marijuana Cultivation Facility. MMM's previously approved CUP application included the following supporting documents:

- Site Plan and Legal Description
- Map Depicting General Location of Site
- Landscaping Plan
- Building Elevations
- Floor Plan
- List of Property Owners within 185 feet
- Proof of Permission from the Property Owner
- Odor Control Plan
- Security Plan, and a
- Waste Disposal Plan

Note, MMM's CUP application for the Project includes the following supporting documents: Site Plan, Legal Description, revised Floor Plans, and Security Plan. Note, MMM has received a Medical Marijuana-Infused Products Facility License (the "License") from the State of Missouri. A copy of the License will be submitted to the City as a supplement to this application. No changes were made to all other previously approved supporting documents that are referenced above. Therefore, such documents are not included as part of this CUP application.

# II. Medical Marijuana-Infused Products Facility Regulations

The following pages set forth the criteria for Supplemental Regulations for Medical Marijuana-Infused Products Manufacturing Facilities.

#### <u>SECTION 426.050 – Medical Marijuana-Infused Products Manufacturing Facility Siting</u> <u>Requirements</u>

# <u>Permitted as a Conditional Use in any Light Industrial District (M-1), Heavy Industrial District (M-2), and Industrial Park District (1-P) upon satisfactory compliance with the following provisions:</u>

The Project will be located on property currently zoned M-1 Light Industrial District and will fully comply with the following provisions.

A. <u>Medical marijuana-infused products manufacturing facility conditional</u> <u>use permit applicants shall comply with all provisions of Section 400.240</u> <u>of the Code of Ordinances regarding conditional use permit applications,</u> <u>including, but not limited to the requirements of this section.</u>

The Project will fully comply with this requirement.

B. <u>A medical marijuana-infused products manufacturing facility shall have</u> the appropriate state license pursuant to 19 CSR 30-95. An applicant may apply for a conditional use permit upon showing that they have applied for this state license, but the conditional use permit shall not be issued until such license has been obtained from the Missouri Department of Health and Senior Services.

The Project will fully comply with this requirement.

C. <u>A medical marijuana-infused products manufacturing facility shall not</u> <u>be located closer than five hundred (500) feet from any other medical</u> <u>marijuana-infused products manufacturing facility or medical marijuana</u> <u>facility, except when the facilities share common ownership.</u>

The Project will fully comply with this requirement.

D. <u>No medical marijuana-infused products manufacturing facility shall be</u> <u>located within seven hundred and fifty (750) feet of any then-existing</u> <u>elementary or secondary school, daycare, or church.</u>

The Project will fully comply with this requirement.

E. <u>An applicant for a medical marijuana-infused products manufacturing</u> <u>facility conditional use permit shall provide the following plans and</u> <u>documentation for city review and approval:</u> 1. A site plan for a medical marijuana-infused products manufacturing facility that shall include a floor plan showing where the various activities will be conducted.

A site plan and a revised Floor Plan are attached to this application.

2. All city-adopted building, fire, mechanical, plumbing, and electrical codes shall be complied with when submitting building plans for remodel or new construction.

The Project will fully comply with this requirement.

3. A plan which reasonably shows that the medical marijuanainfused products manufacturing facility is capable, when functioning properly, of preventing odors of marijuana from being detected by a person of ordinary sense of smell beyond the boundary of the lot on which the medical marijuana-infused products manufacturing facility is located.

As stated above, the previously approved odor control plan will remain unchanged.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana-infused products manufacturing facility can be kept secure from access by unauthorized persons both during and after normal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana-infused products manufacturing facility at any hour.

The Project will bear discreet signage and be protected by cement ballasts. It will be fully enclosed and equipped with locks and security devices that limit access to only authorized persons at authorized times. MMM's sophisticated, tamper resistant, 24/7 surveillance system monitors the facility interior and exterior at every point of ingress and egress and in every area containing marijuana, in any amount.

The Project's security system is enhanced with a network of 4-way video monitoring, door contacts, and motion sensors to detect intrusion. Windows are minimal, alarmed, and locked. Interior doors automatically lock and are equipped with intrusion sensors. Unauthorized access is prevented with biometric scanners and card readers programmed to record entries and limit entrance to authorized persons at appropriate times. Concealed panic buttons are situated in the vault, storage, security stations and all sensitive areas. The Project's electronic security systems enable data and film retrieval and are backed up by storage and power source redundancies.

Extensive law enforcement and military service enables the Security Director (SD) to implement and oversee the Project's Security Plan in

resplendent detail. SD trains all employees in MMM's established facility, product and personal security and emergency protocols. Security surveillance and equipment access is limited to SD, law enforcement, the Department and those security personnel receiving enhanced surveillance and equipment training and are essential to surveillance operations. 19 CSR 30-95.040(4)(H)

Facility employees and visitors enter through a single secure entrance, sign in and out. Visitors will wear visitor badges and be escorted at all times. 19 CSR 30-95.040(4)(H)1.F.

SD and security personnel store security records for 5 years and will vigilantly monitor and randomly patrol facility interior and exterior areas to ensure: Employees are properly badged and in assigned positions; Identify and remedy safety or security concerns; Inventory is properly secured; Locks and security equipment are properly maintained and unobstructed; Premises are well-lit and properly operating; Prevent loitering, equipment and door tampering; Visitors are logged, bagged and escorted; and Identify, remedy and report suspicious activity.

The Project also ensures marijuana is securely cultivated, stored, tested, packaged and transported through frequent and randomized inventory audits and its METRC and BioTrack Inventory Control System (ICS). Employee's receive unique ICS logins to track their activities and marijuana's movement in the facility. The ICS ensures seed-to-sale reporting and prevents marijuana diversion and loss. (19 CSR 30-95.100 and 19 CSR 30-95.040)

See attached security drawings.

5. A waste disposal plan for any unused product, medical marijuana byproduct, or hazardous materials used as part of normal operations by a medical marijuana-infused products manufacturing facility in accordance with Missouri Department of Health and Senior Services guidelines.

The Project will utilize the previously approved waste disposal plan that will remain unchanged. Such plan is summarized below.

All of the Project's activities associated with facility waste storage, disposal and recycling shall be tracked by MMM's Inventory Control System ("ICS") and in accordance with proper practices and 19 CSR 30-95.040(4)(E).

The Project shall securely store marijuana and marijuana waste in locked areas. The disposal of marijuana shall commence at the facility in the designated destruction area, be witnessed by a person other than the destroying employee, recorded by video camera and recorded in The Project's ICS.

Cannabis waste disposal information shall be kept in the Project's ICS which shall include, without limitation, the following information:

Date, time, method of disposal; Disposal employee and witness; Description of and disposal reason; ICS tracking number; Weight (using commercial calibrated scale); Confirmation product was rendered unusable; and Final disposal destination.

MMM will maintain ICS and all related disposal records for at least 5 years.

The Project will evaluate all solid and liquid waste to determine if its hazardous waste pursuant to 40 CFR 261.2. Non-hazardous marijuana waste generated by the manufacture processes, such containers, plant stalks and biomass, will be separated into recyclable/compostable classes.

Waste generated by business operations, such as used office supplies, garden tools and trash, will be recycled or disposed of in a properly waste facility.

Compostable waste and plant biomass will be mixed with food or yard waste and reused by MMM as soil amendment, as applicable. Compost or compostable cannabis waste not used at the facility will be rendered unusable and unrecognizable by grinding the plant waste with other non-hazardous materials and discarded at a properly licensed waste facility.

Any hazardous waste will be managed and disposed of subject to the applicable hazardous waste management standards.

6. All signage shall conform to the standards of Section 400.300 and Section 800.030(E) of the Code of Ordinances as well as the Missouri Department of Health and Senior Services guidelines. Signage shall be reviewed and approved under a separate permit process.

The Project will fully comply with this requirement.

F. If an application for a medical marijuana-infused products manufacturing facility conditional use permit is approved, such conditional use permit shall be personal to the applicant at the approved site and shall not run with the land. In addition, the conditional use permit shall be subject to the applicant's continued compliance with all applicable city ordinances and state law regarding the operation of a medical marijuana-infused products manufacturing facility. A medical <u>marijuana-infused products manufacturing facility conditional use</u> <u>permit shall be personal to the applicant and shall not be transferable.</u> In the event the applicant's state-issued license expires, terminates, or is revoked for any reason, their conditional use permit shall terminate immediately without any additional notice or action.

The Project will fully comply with this requirement.

### G. <u>If any change occurs from the permitted use of a structure as a medical</u> <u>marijuana-infused products manufacturing facility, a new conditional</u> <u>use permit shall be required in all cases.</u>

The Project will fully comply with this requirement.

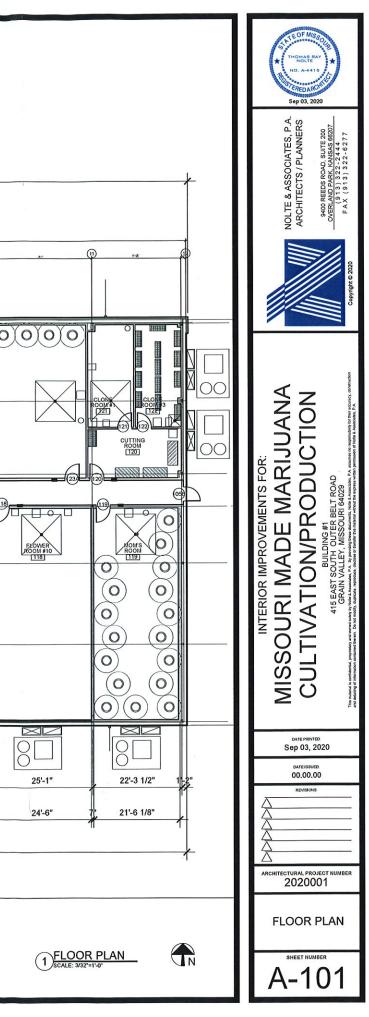
H. <u>The state licensed operator of any medical marijuana-infused products</u> <u>manufacturing facility shall provide a copy of their state license, issued</u> <u>by the Missouri Department of Health and Senior Services, to the</u> <u>Planning & Zoning Commission annually to confirm their continuing</u> <u>licensed status with the State of Missouri. In the case of a medical</u> <u>marijuana-infused products manufacturing facility that was granted a</u> <u>conditional use permit by the City, the state licensed operator and the</u> <u>applicant to whom the conditional use permit was issued shall be the</u> <u>same. The City may request such documentation at any time.</u>

The Project will fully comply with this requirement.

277'-0" OUT TO OUT OF BUILDING () ( MANUFACTURING AND STORAGE ROOMS 10'-0" ROOM A 0 t (101) TORAG 125B \_ 250 CHARAK ROOM E-RTIGAT ROOM X DRY CURE ROOM #3 [108] DRY CURE ROOM #2 [107] ROOM 123 (104 TRIM ROOM [126] 0-(107 (108) 0.8 FLOWER ROOM #6 FLOWER ROOM #5 FLOWER ROOM #3 FLOWER ROOM #8 FLOWER ROOM #7 FLOWER ROOM #9 FLOWER ROOM #2 FLOWER ROOM #4 FLOWER ROOM #1 ©-**B**-. <u>ا</u>  $\times$  $\boxtimes$ XX  $\bowtie$  $\bowtie$  $\bowtie$  $\boxtimes \square$  $\bowtie$ 80 80 80 8[ 80 80 80 80 25'-1" 25'-1" 25'-1" 25'-1" 25'-1" 25'-1" 25'-1" 25'-1" 25'-7 1/2" 24'-6" 24'-6" 24'-6" 24'-6" 24'-6" 24'-6" 24'-6" 24'-6" 24'-6" 276'-0"

Floor Plan - Building One

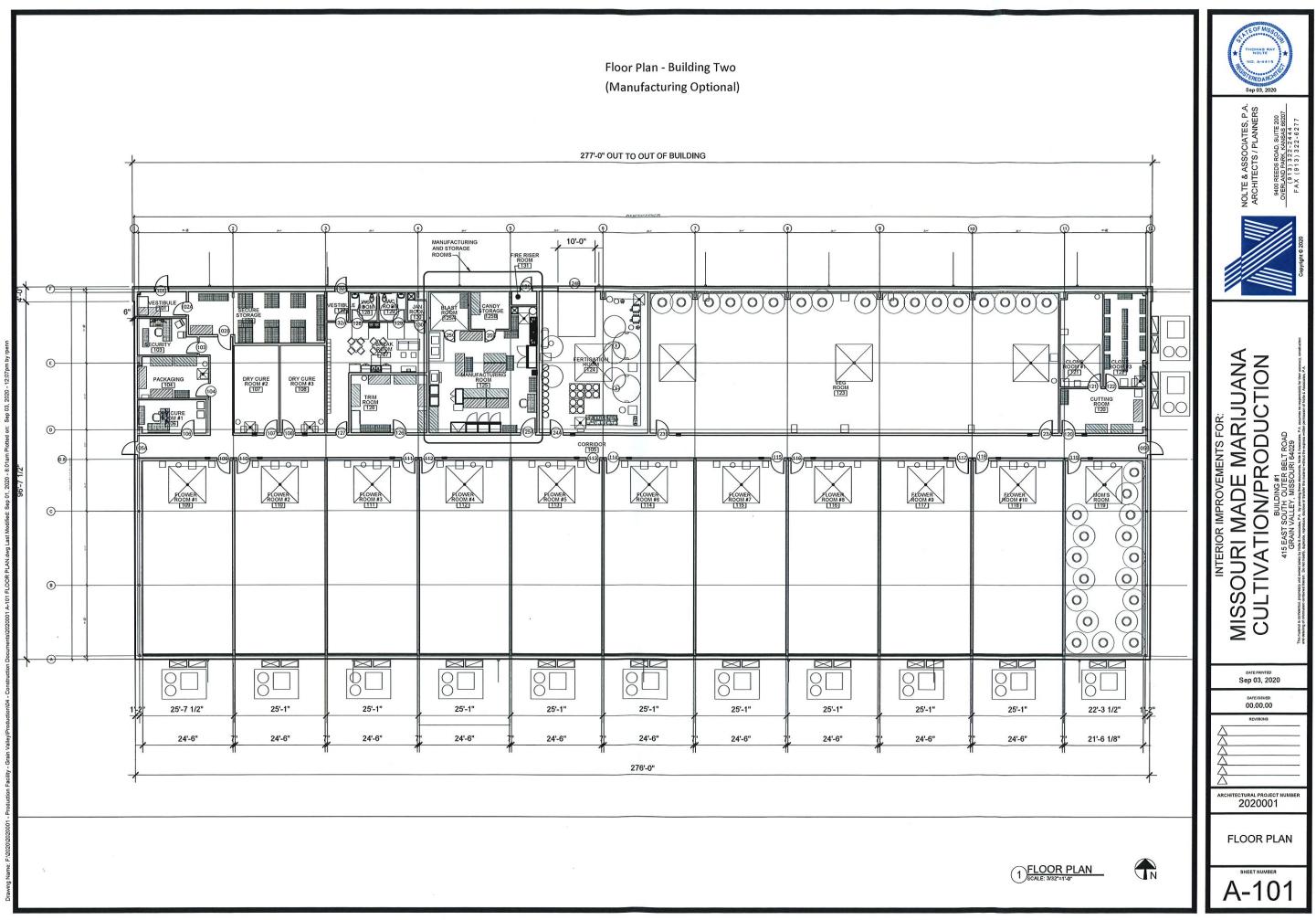
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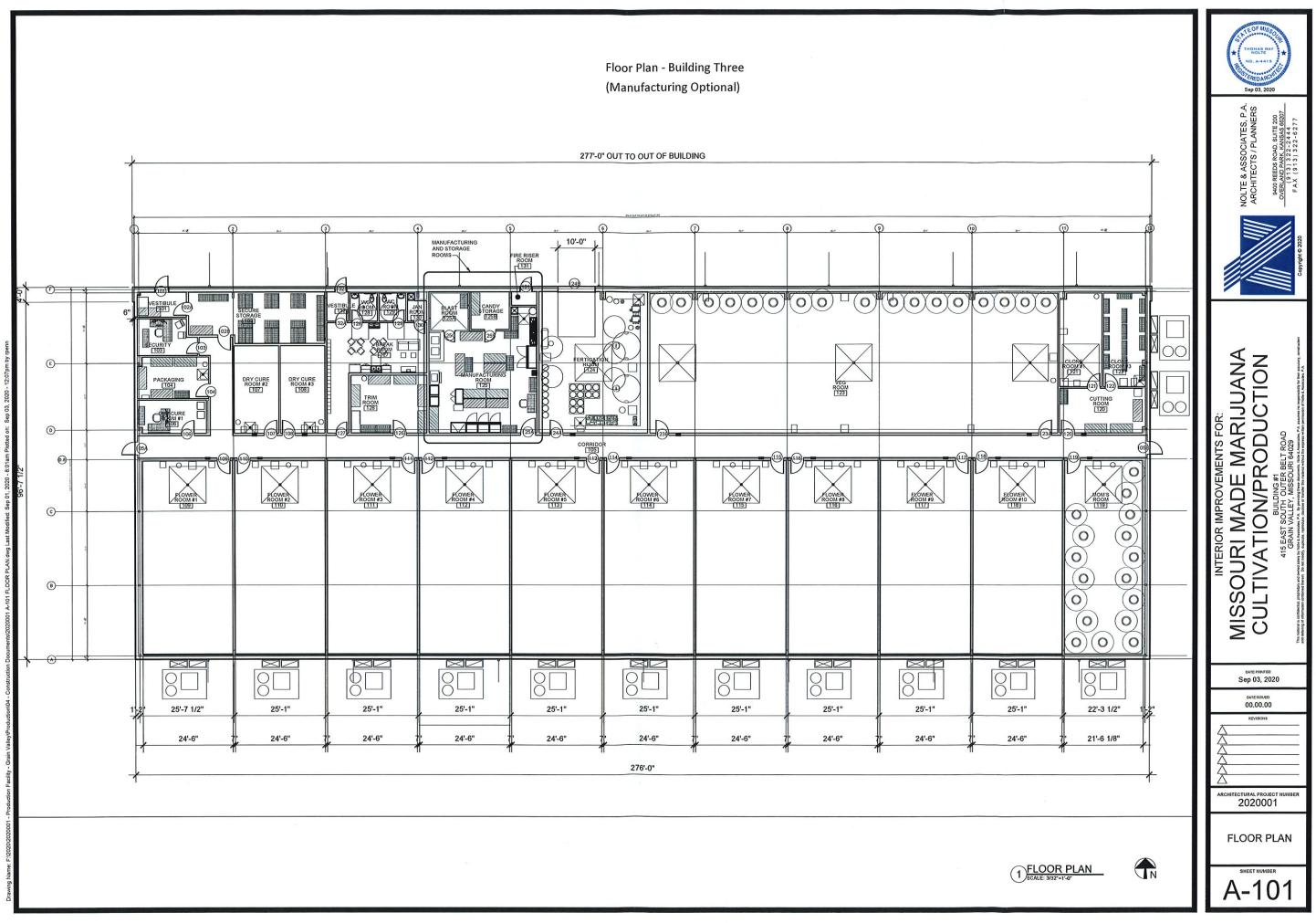
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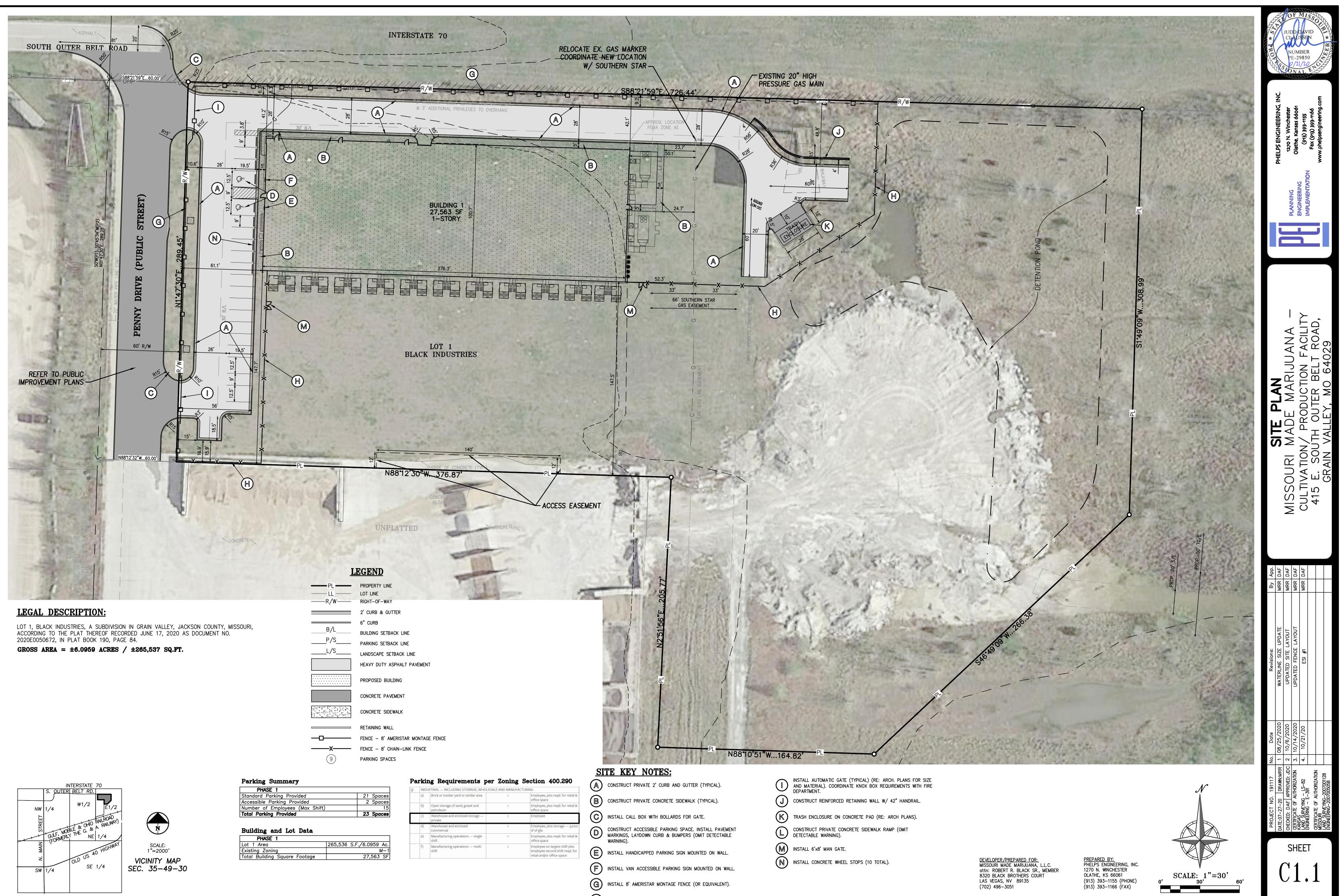
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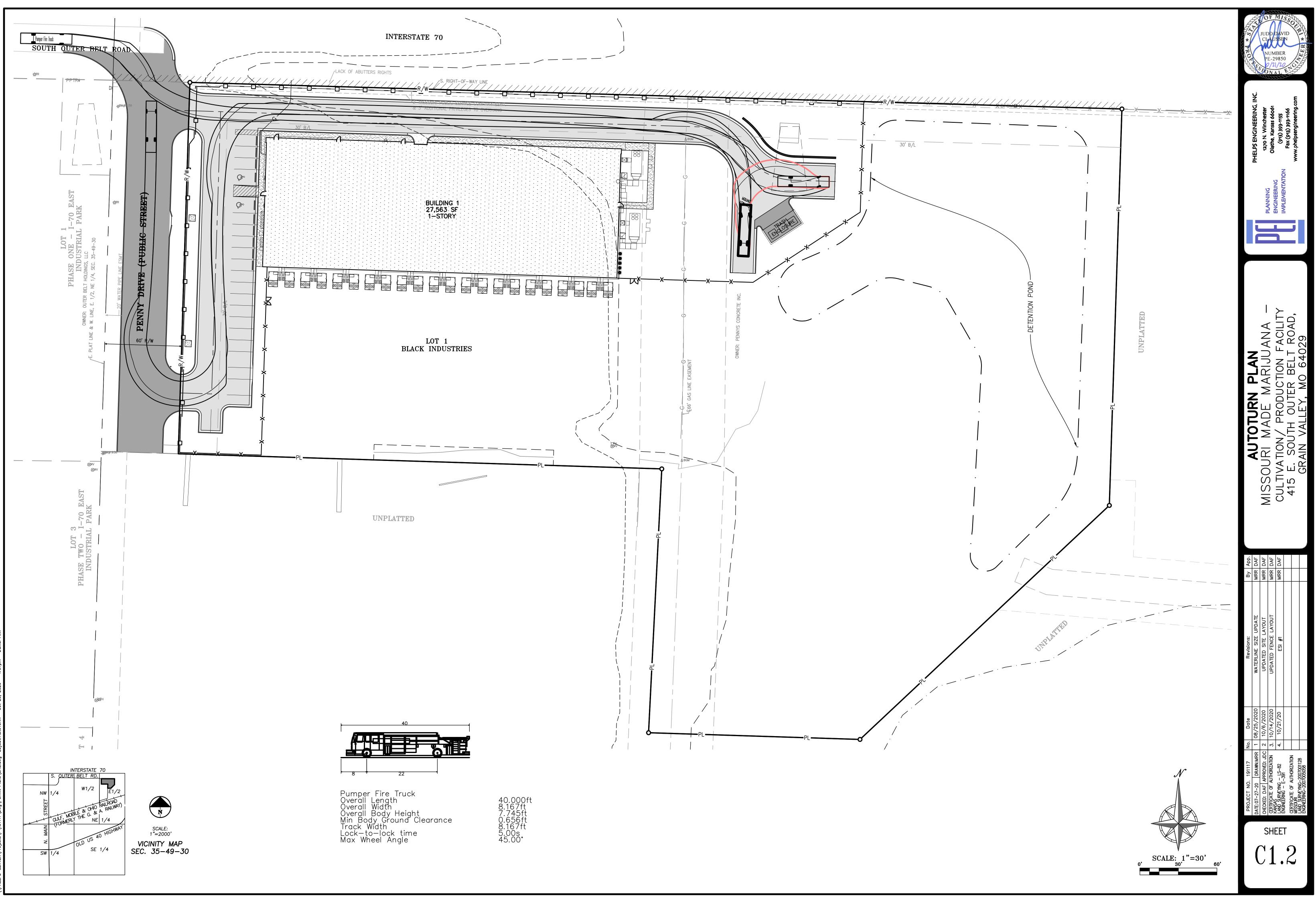


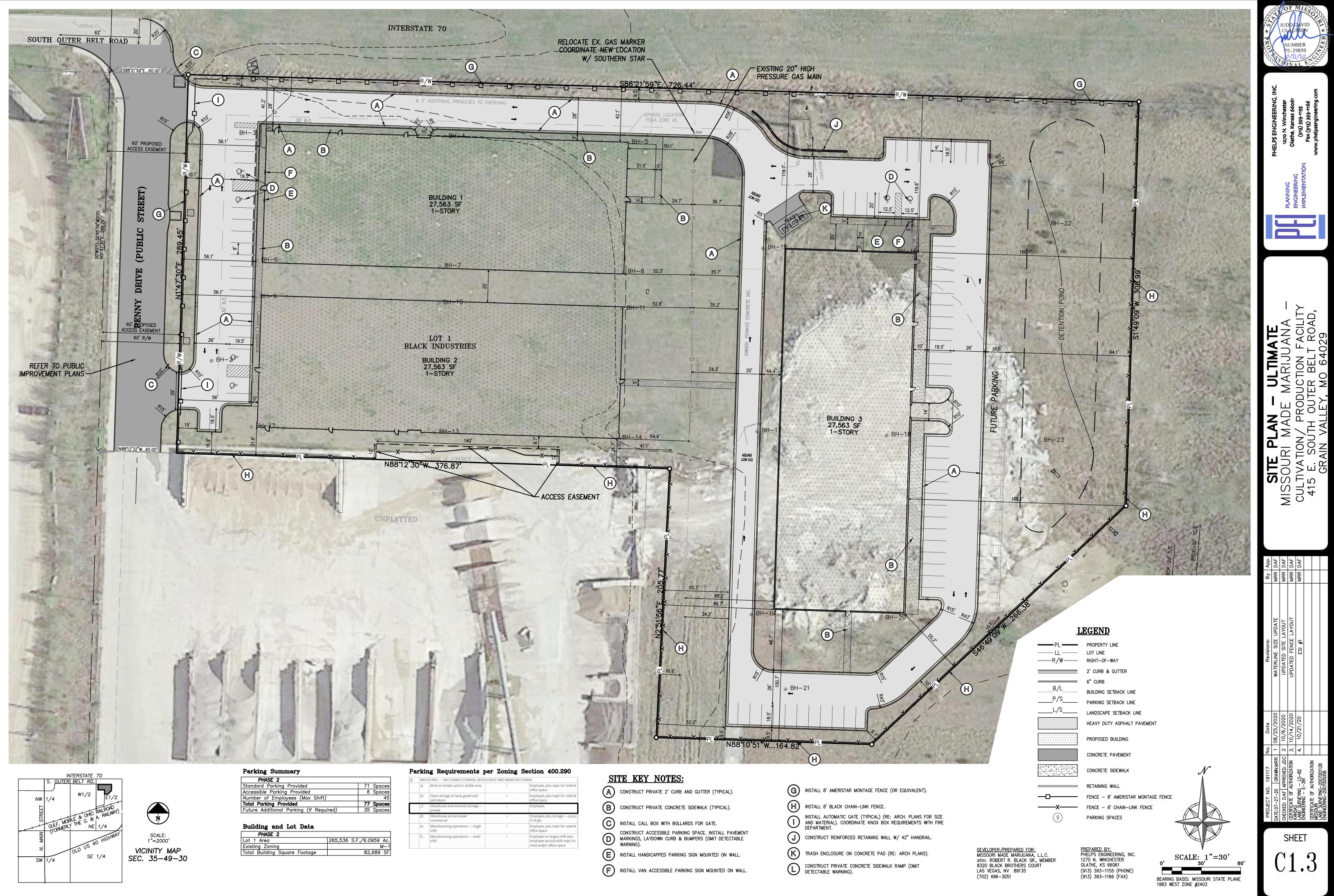
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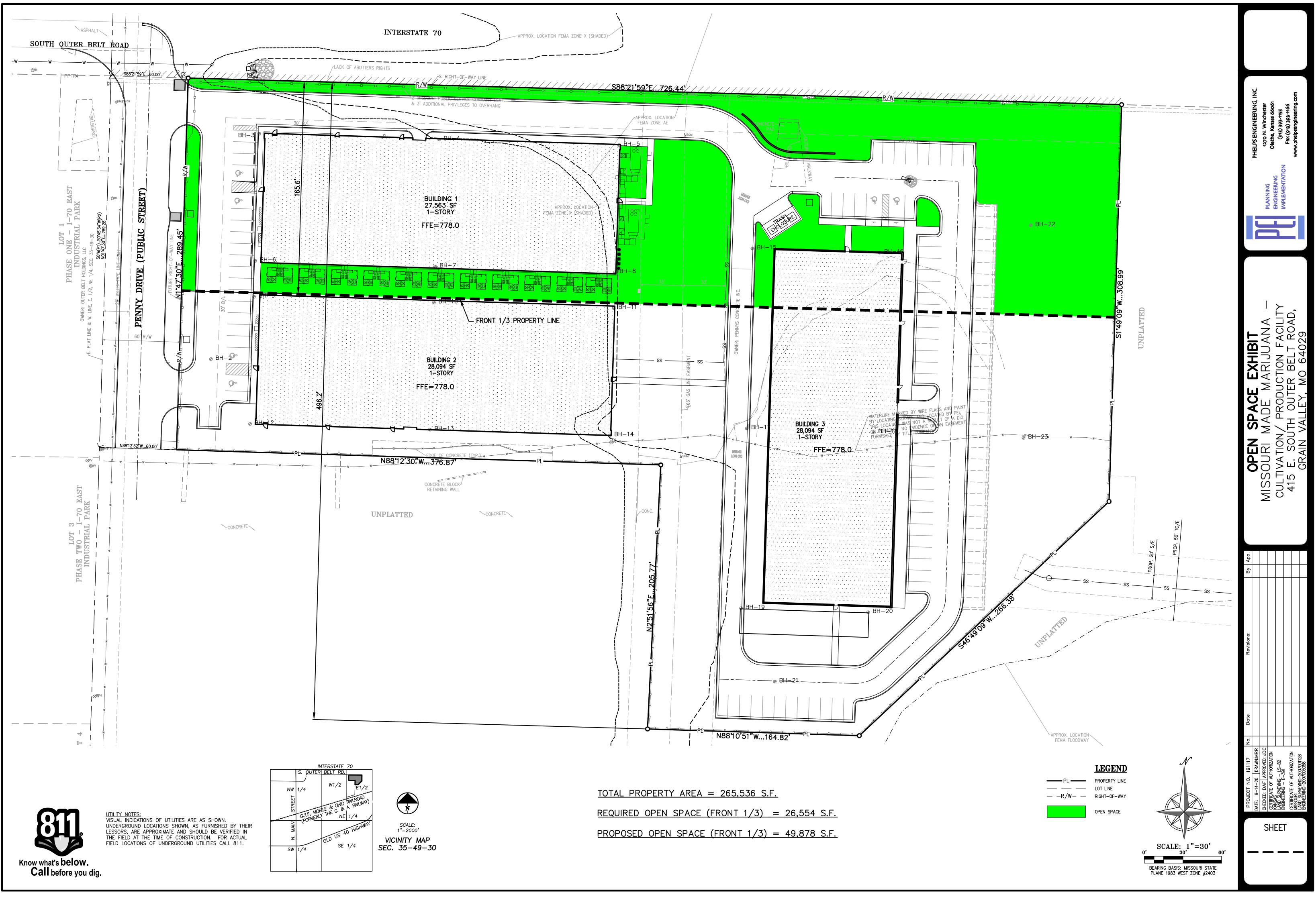
or lumber yard or similar area	1	Employee, plus reqd. for retail & office space
storage of sand, gravel and leum	1	Employee, plus reqd. for retail & office space
house and enclosed storage — e	1	Employee
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facturing operations — multi	1	Employee on largest shift plus employee second shift reqd. for retail and/or office space

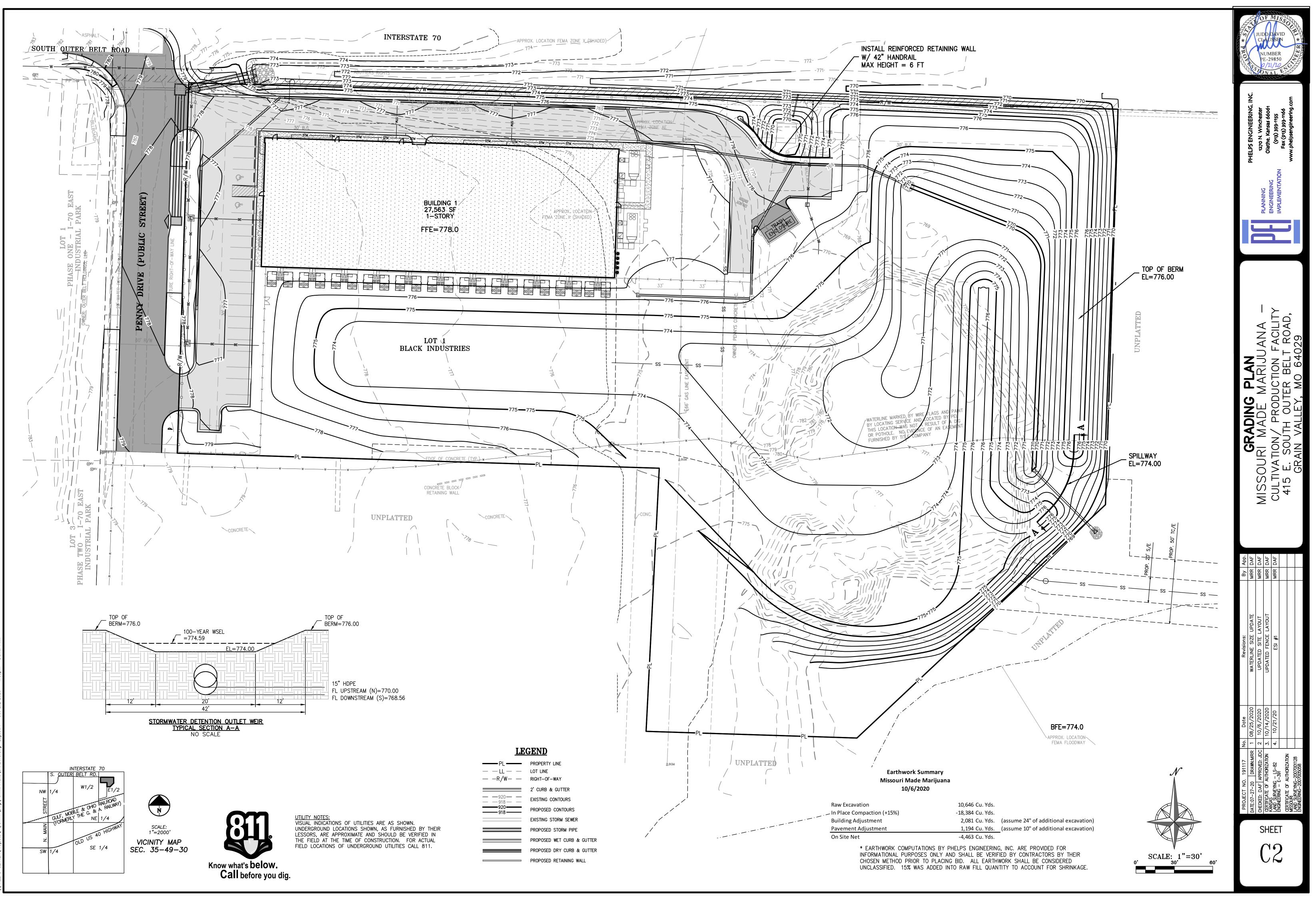
- (H) INSTALL 8' BLACK CHAIN-LINK FENCE.



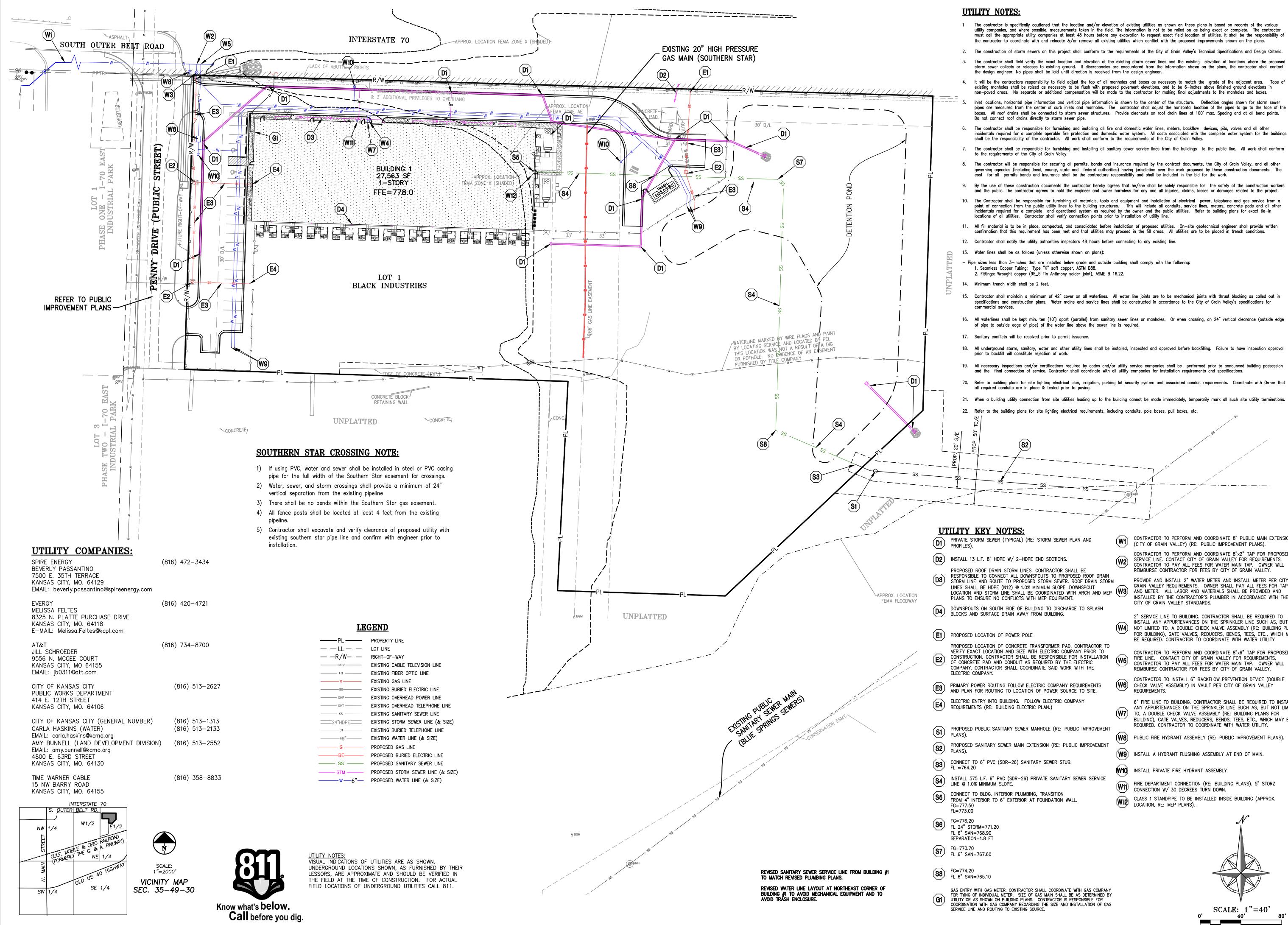


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The contractor shall field verify the exact location and elevation of the existing storm sewer lines and the existing elevation at locations where the proposed storm sewer collects or releases to existing ground. If discrepancies are encountered from the information shown on the plans, the contractor shall contact

Inlet locations, horizontal pipe information and vertical pipe information is shown to the center of the structure. Deflection angles shown for storm sewer pipes are measured from the center of curb inlets and manholes. The contractor shall adjust the horizontal location of the pipes to go to the face of the boxes. All roof drains shall be connected to storm sewer structures. Provide cleanouts on roof drain lines at 100' max. Spacing and at all bend points.

incidentals required for a complete operable fire protection and domestic water system. All costs associated with the complete water system for the buildings shall be the responsibility of the contractor. All work shall conform to the requirements of the City of Grain Valley.

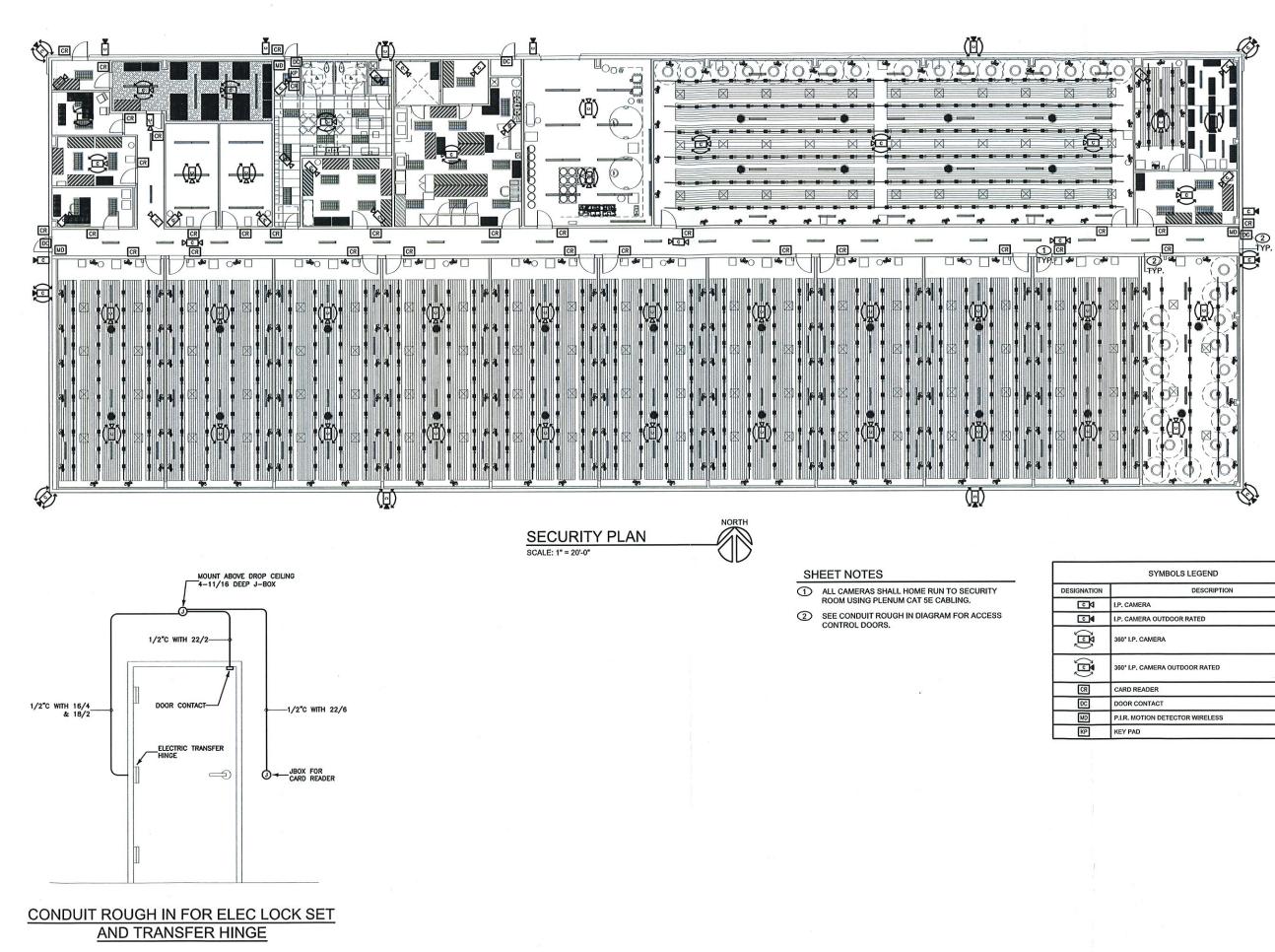
governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The

and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses or damages related to the project.

point of connection from the public utility lines to the building structures. This will include all conduits, service lines, meters, concrete pads and all other

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RIVATE STORM SEWER (TYPICAL) (RE: STORM SEWER PLAN AND ROFILES).	(W1)	CONTRACTOR TO PERFORM AND COORDINATE 8" PUBLIC MAIN EXTENSION (CITY OF GRAIN VALLEY) (RE: PUBLIC IMPROVEMENT PLANS).
ISTALL 13 L.F. 8" HDPE W/ 2-HDPE END SECTIONS. ROPOSED ROOF DRAIN STORM LINES. CONTRACTOR SHALL BE	<b>W2</b>	CONTRACTOR TO PERFORM AND COORDINATE 8"x2" TAP FOR PROPOSED SERVICE LINE. CONTACT CITY OF GRAIN VALLEY FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY CITY OF GRAIN VALLEY.
ESPONSIBLE TO CONNECT ALL DOWNSPOUTS TO PROPOSED ROOF DRAIN TORM LINE AND ROUTE TO PROPOSED STORM SEWER. ROOF DRAIN STORM NES SHALL BE HDPE (N12) @ 1.0% MINIMUM SLOPE. DOWNSPOUT DCATION AND STORM LINE SHALL BE COORDINATED WITH ARCH AND MEP LANS TO ENSURE NO CONFLICTS WITH MEP EQUIPMENT.	<b>W3</b>	PROVIDE AND INSTALL 2" WATER METER AND INSTALL METER PER CITY OF GRAIN VALLEY REQUIREMENTS. OWNER SHALL PAY ALL FEES FOR TAP AND METER. ALL LABOR AND MATERIALS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR'S PLUMBER IN ACCORDANCE WITH THE CITY OF GRAIN VALLEY STANDARDS.
OWNSPOUTS ON SOUTH SIDE OF BUILDING TO DISCHARGE TO SPLASH LOCKS AND SURFACE DRAIN AWAY FROM BUILDING.	W4	2" SERVICE LINE TO BUILDING. CONTRACTOR SHALL BE REQUIRED TO INSTALL ANY APPURTENANCES ON THE SPRINKLER LINE SUCH AS, BUT NOT LIMITED TO, A DOUBLE CHECK VALVE ASSEMBLY (RE: BUILDING PLANS
ROPOSED LOCATION OF POWER POLE		FOR BUILDING), GATE VALVES, REDUCERS, BENDS, TEES, ETC., WHICH MAY BE REQUIRED. CONTRACTOR TO COORDINATE WITH WATER UTILITY.
ROPOSED LOCATION OF CONCRETE TRANSFORMER PAD. CONTRACTOR TO ERIFY EXACT LOCATION AND SIZE WITH ELECTRIC COMPANY PRIOR TO DNSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION F CONCRETE PAD AND CONDUIT AS REQUIRED BY THE ELECTRIC DMPANY. CONTRACTOR SHALL COORDINATE SAID WORK WITH THE LECTRIC COMPANY.	<b>W5</b>	CONTRACTOR TO PERFORM AND COORDINATE 8"x6" TAP FOR PROPOSED FIRE LINE. CONTACT CITY OF GRAIN VALLEY FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY CITY OF GRAIN VALLEY.
RIMARY POWER ROUTING FOLLOW ELECTRIC COMPANY REQUIREMENTS ND PLAN FOR ROUTING TO LOCATION OF POWER SOURCE TO SITE.	<b>W6</b>	CONTRACTOR TO INSTALL 6" BACKFLOW PREVENTION DEVICE (DOUBLE CHECK VALVE ASSEMBLY) IN VAULT PER CITY OF GRAIN VALLEY REQUIREMENTS.
ECTRIC ENTRY INTO BUILDING. FOLLOW ELECTRIC COMPANY EQUIREMENTS (RE: BUILDING ELECTRIC PLAN.)	(W7)	6" FIRE LINE TO BUILDING. CONTRACTOR SHALL BE REQUIRED TO INSTALL ANY APPURTENANCES ON THE SPRINKLER LINE SUCH AS, BUT NOT LIMITED TO, A DOUBLE CHECK VALVE ASSEMBLY (RE: BUILDING PLANS FOR BUILDING), GATE VALVES, REDUCERS, BENDS, TEES, ETC., WHICH MAY BE REQUIRED. CONTRACTOR TO COORDINATE WITH WATER UTILITY.
ROPOSED PUBLIC SANITARY SEWER MANHOLE (RE: PUBLIC IMPROVEMENT _ANS).	(W8)	PUBLIC FIRE HYDRANT ASSEMBLY (RE: PUBLIC IMPROVEMENT PLANS).
ROPOSED SANITARY SEWER MAIN EXTENSION (RE: PUBLIC IMPROVEMENTANS).		INSTALL A HYDRANT FLUSHING ASSEMBLY AT END OF MAIN.
DNNECT TO 6" PVC (SDR—26) SANITARY SEWER STUB. _ =764.20	W10	INSTALL PRIVATE FIRE HYDRANT ASSEMBLY
STALL 575 L.F. 6" PVC (SDR-26) PRIVATE SANITARY SEWER SERVICE NE @ 1.0% MINIMUM SLOPE.	$\sim$	FIRE DEPARTMENT CONNECTION (RE: BUILDING PLANS). 5" STORZ
ONNECT TO BLDG. INTERIOR PLUMBING, TRANSITION	(W11)	CONNECTION W/ 30 DEGREES TURN DOWN.
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	PHELPS ENGINEERING, INC.	1270 N. Winchester	Olathe, Kansas 66061		Fax (913) 393-1166	www.phelpsengineering.com		
		MISSOLIRI MADE MARI.ILIANA		CULTIVATION / PRODUCTION FACILITY			GRAIN VALLEY, MO 64029	
By App.	MRR DAF	MRR DAF	MRR DAF	MRR DAF				
Revisions:	WATERLINE SIZE UPDATE	UPDATED SITE LAYOUT	UPDATED FENCE LAYOUT	ESI #1				
Date	1 08/25/2020	10/6/2020	3. 10/14/2020	10/21/20				
PROJECT NO. 191117 No.	DATE:07-27-20 DRAWN:MRR 1	CHECKED: DAF APPROVED: JDC 2 10/6/2020	CERTIFICATE OF AUTHORIZATION 3.	LANDSURVEYING – LS-82 4.				
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	SYMBOLS LEGEND
ESIGNATION	DESCRIPTION
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	I.P. CAMERA OUTDOOR RATED
(đ	360° I.P. CAMERA
	360° I.P. CAMERA OUTDOOR RATED
CR	CARD READER
DC	DOOR CONTACT
MD	P.I.R. MOTION DETECTOR WIRELESS
KP	KEY PAD

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ŀ		$\downarrow$			DATE
	A ADOBE	Communications	Electronics, Inc.	4360 W. Tompiars Ave. Suite E 83103 Tai No. 7703) 273-2444 Exo. N. 77703 452-21441 as Vionae Navada	email, adobecom@adobelectric.com
terrentities a second that it finances was service reaction on the final second	SECURITY & ACCESS CONTROL PLAN	MISSOURI MADE MARIJUANA	CULTIVATION FACILITY		
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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM					
MEETING DATE	12/14/2020				
BILL NUMBER	B20-42				
AGENDA TITLE	AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP IN THE 2014 COMPREHENSIVE PLAN				
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT				
PRESENTER	Mark Trosen, Director				
FISCAL INFORMATION	Cost as N/A recommended:				
	Budget Line Item: N/A				
	Balance AvailableN/ANew Appropriation Required:[] Yes[X] No				
PURPOSE	To amend the City's Comprehensive Plan Future Land Use Map				
BACKGROUND	The City's Comprehensive Plan was approved in 2014. This change is pertaining to a 60 acre parcel that would allow the north 16.6 acres of this parcel to be single-family, the 8.4 acres in the middle of parcel to be multi-family and the south 35 acres remain Business Park.				
SPECIAL NOTES	None				
ANALYSIS	Please refer to Staff Report				
PUBLIC INFORMATION PROCESS	Public notice was given in the Examiner and by letter to property owners of record with the County within 185 feet of the proposed future land use map amendment.				

BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission held a public hearing on November 18, 2020. The Commission voted 5 in favor, 0 against and 1 abstention to recommend approval to the BOA.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Application, Property Owner Consent, Future Land Use Map Exhibit, Comprehensive Plan Preferred Land Use Plan

### CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B20-42</u>

ORDINANCE NO.
SECOND READING
FIRST READING

### AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP IN THE 2014 COMPREHENSIVE PLAN

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

WHEREAS, the City adopted the Comprehensive Plan in 2014; and

**WHEREAS,** the Future Land Use Map, commonly referred to as the Preferred Land Use Plan, is within the 2014 Comprehensive Plan; and

**WHEREAS,** Section 400.335 of the City's Code of Ordinances provides the process to amend the Comprehensive Plan Future Land Use Map; and

**WHEREAS,** the Planning and Zoning Commission held a public hearing on the request from Blue Springs Safety Storage South LLC on November 18, 2020 and voted 5 in favor, 0 against and 1 abstention to approve the map amendment.

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

- **SECTION 1:** The Board of Aldermen approves the Amendment to the Comprehensive Plan Future Land Use Map as shown in Attachment A.
- **SECTION 2:** The Board of Aldermen instructs the Director of Community Development to prepare an updated Future Land Use Map reflecting such changes with a note in legend describing the date of the change and the previous land use classification.
- **SECTION 3:** This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

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

ALDERMAN BASS	
ALDERMAN HEADLEY	
ALDERMAN STRATTON	

ALDERMAN CLEAVER \_\_\_\_\_\_ALDERMAN KNOX \_\_\_\_\_\_ALDERMAN TOTTON \_\_\_\_\_

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

Approved as to form:

Lauber Municipal Law City Attorney Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk



Community Development Mark Trosen, Director

#### BOA Staff Report December 14, 2020 Amendment to Comprehensive Plan Future Land Use Map

#### PURPOSE:

The purpose of this request is to amend the future land use map titled "Preferred Land Use Plan" that is in the City's Comprehensive Plan. The Comprehensive Plan was last updated in August 2014. Section 400.335 (Amendments to Comprehensive Plan Future Land Use Map) in Chapter 400 (Zoning Regulations) of the City's Municipal Code outlines the process and criteria for review by the Planning and Zoning Commission.

#### **BACKGROUND:**

The City's Comprehensive Plan contains a "Preferred Land Use Plan". The land use plan presents a vision of how the community will grow in the future and where future land uses will be located. This plan illustrates land use types such as single family, multi-family, and business park.

The Preferred Land Use Plan illustrates the approximate 60 acres referenced in the application as Business Park. This land use designation would comprise primarily with the zoning classifications associated with Industrial or Research and Development.

The City's Zoning Regulations includes a section that addresses the process and review criteria to amend the Comprehensive Plan Future Land Use Map.

After an application is filed with the required supporting documentation, the Planning and Zoning Commission must hold a public hearing to consider the proposed change. In determining whether the proposed amendment shall be approved, the Commission shall consider the following factors:

- 1) Whether events after the Comprehensive Plan adoption have change the character and/or condition of the area to make the application acceptable; and
- 2) Whether the change is consistent with the goals and policies of the plan; and
- 3) Whether the public services and utilities are adequate to serve the proposed land use in the map amendment; and
- 4) The impacts of the potential costs and benefits derived by the community or area by the proposed change.

After the public hearing, the Commission shall approve or deny the application. The Commission's decision is forwarded to the Board of Aldermen as a recommendation for their review.

#### ANAYLSIS:

The proposed future land use map amendment illustrates the northern part of the tract, adjacent to Woodbury Estates, to be Single Family Residential. This area will be approximately 17 acres and contain 73 lots.



Community Development Mark Trosen, Director

#### Page 2, Staff Report Comprehensive Plan Future Land Use Map Amendment

The proposed land use map illustrates the middle section of the property to be Multi-family (Duplex) residential. This area will be approximately 8.5 acres and contain 32 duplex lots.

The southern section of the tract, adjacent to Jefferson Street, will remain Business Park. This area will be approximately 35 acres and contain 19 lots for industrial use.

Regarding the four factors above, Staff finds the following:

- Since the adoption of the Comprehensive Plan, single family and duplex development has occurred from west to east, in accordance with the Preferred Land Use Plan. This pattern of land use should continue through this tract as proposed in the map amendment. The proposed land uses in the map amendment would be more compatible to the adjacent development that has occurred within the last years.
- 2) The proposed land use map amendment is consistent with public policy for the locations of the proposed land uses.
- 3) The public services and utilities are available on-site and are adequate to serve the proposed land uses in the map amendment.

#### **PUBLIC INFORMATION AND PROCESS:**

Public Notice was given in the Examiner and by letter to property owners of record with the County within 185 feet of the proposed future land use map amendment.

#### **STAFF RECOMMENDATION:**

Staff recommends approval to amend the Preferred Land Use Map in the City's Comprehensive Plan.

#### PLANNING AND ZONING COMMISSION:

At the November 18, 2020 meeting, the Planning and Zoning Commission vote 5 in favor, 0 against and one abstention to recommend approval.

Grain Valley Come Home To Opportunity	711 Main Street Grain Valley, MO 64029 816.847.6220 816.847.6206 fax www.cityofgrainvalley.org	
	ZONING APPLICATION	
PROJECT INFORMATION		
	NW Valley Ridge Drive and abutting NW Jefforson St on the south	
Subdivision: East KC Industrial Park Lot #: 1-123 Zoning District: M-1		
Description of Request: A Preliminary Plat, Rezoning, and Future Land Use Amendment are sought for		
for the development of approximately 53.9 acres of vacant land consisting of 73 R-1 lots, 32 R-2 lots, 18 M-1		
lots and a Detention Tract.		
APPLICANT INFORMATION		
Name: Clayton Ward	· · · · · · · · · · · · · · · · · · ·	
Company: Blue Springs Safety Storage South LLC		
Address: 1120 NW Eagle Ridge Blvd., Grain Valley, MO 64	4029	
Telephone: 816-229-8115 Fax: E-mail: clayton@safetyministorage.com		
Property Owner:James and Gordon Chrisman, 31904 E. Jefferson Blvd., Grain Valley, MO		
Additional Contact(s):	Engineer 816-642-2445, twilliams@powellcwm.com	
James C. Thomas III - Owner's Counsel 816-584-9393         James@ jct3law.com           Type of Application: Check Type & Submit Corresponding         Submittal Requirement List		
Requirements	Submittal Requirement List:	
X Rezoning 1 = 2 = 5 = 10 = 11 = 14 \$500	1 Legal description of subject property	
Ordinance Amendment 10	2 Map depicting general location of site	
Special/Conditional Use Permit 1 = 2 = 10 = 11 = 14	3 Summary Site Analysis depicting current character of site	
Temporary Use Permit 2 • 10 • 14 X Preliminary Plat 1 • 3 • 4 • 14	4 Preliminary Plat (3 full size copies)	
X         Preliminary Plat 1 • 3 • 4 • 14         Pipe         <	<ul> <li>5 Preliminary Development/ Site Plan (6 copies)</li> <li>6 Final Plat (6 copies)</li> </ul>	
X         Preliminary Development/Site Plan 1 = 3 = 5 = 8 = 9 = 14	7 Final Development/ Site Plan (6 copies)	
Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8 Landscaping Plan (6 copies)	
Site Plan 1 = 7 = 8 = 9 = 12= 14 • 15	9 Building Elevations (6 copies)	
Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10 Written description of the proposal	
X Future Land Use Map (Refer to page 9) # 500	11 List of property owners within 185 feet	
Note:	12 Construction plans for all public works improvements (6 copies)	
Include at least one 8 ½ x 11 copy of all	13 Copies of tax certificates from City and County	
drawings	14 Proof of ownership or control of property (deed,	
	contract, lease) or permission from property owner	
and plans will all applications.	15         Off-site easements if necessary           16         Survey of vacation area	
	16         Survey of vacation area           17         Utility Comment Form - City will provide form	

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

 The applicant hereby agrees that all information is provided as required with this application and the City

 Code:
 9/14/2020

 Applicant's Signature
 Date

 Applicant's Signature
 Date

;

. .

#### City of Grain Valley

To Whom it May Concern:

We are the owners of the property commonly known as 31904 E. Jefferson Street, Grain Valley, Missouri 64029 (the "Property"). We currently have a contract for the sale of the Property to Blue Springs Safety Storage South, LLC (the "Buyer"). We acknowledge and grant permission to the Buyer to file applications with the City of Grain Valley requesting an amendment to the City's Comprehensive Plan Future Land Use Map, Rezoning of property from District M-1 (Light Industrial) to Districts R-1 (Single Family Residential) and R-2 (Duplex Residential) and preliminary plat for the subdivision of said Property.

Signatures of all owners to the Property

James K. Chrisman'

9/24/20

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### **ZONING INFORMATION**

EXISTING: LIGHT INDUSTRIAL (M-1) (60.06 ac) PROPOSED: LIGHT INDUSTRIAL (M-1) - LOTS 1-19 (35.05 ac) DUPLEX RESIDENTIAL (R-2) - LOTS 20-51 (8.44 ac) SINGLE-FAMILY RESIDENTIAL (R-1) - LOTS 52-124 (6.51 ac)

## LAND USE INFORMATION

EXISTING LAND USE: AG HOMESITE - UNPLATTED EXISTING FUTURE LAND USE MAP CLASSIFICATION: BUSINESS PARK SURROUNDING PROPERTY FUTURE LAND USE CLASSIFICATION: AS HATCHED SURROUNDING PROPERTY EXISTING LAND USE: AS LABELED

### **EXISTING SITE INFORMATION**

NO EXISTING STREETS ARE LOCATED ON THE PROPERTY. THE EXISTING STREETS FUTURE DEVELOPMENT WILL CONNECT TO ARE NW WOODBURY DR TO THE NORTH, NW HILLTOP LN, NW HIGHVIEW DR, AND NW E KC INDUSTRIAL DR TO THE WEST, AND NW JEFFERSON TO THE SOUTH.

EXISTING SANITARY AND WATER LINES ARE LOCATED ON THE SOUTHERN PROPERTY LINE ALONG NW JEFFERSON RD. ADDITIONAL EXISTING UTILITIES AVAILABLE FOR CONNECTION ARE WATERLINES AT ALL CONNECTING STREETS, SANITARY ON THE WEST PROPERTY LINE AND NW WOODBURY DR, AND STORM VIA TRACT B OF WOODBURY 6TH PLAT AND DRAINAGE DITCH LOCATED IN EASEMENT ON EAST PROPERTY LINE.

### LEGAL DESCRIPTION

ALL THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49, RANGE 30, LYING NORTH OF INTERSTATE ROUTE 70, IN JACKSON COUNTY, MISSOURI, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49, RANGE 30; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 0 DEGREES 15 1/2 MINUTES WEST 719.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 70 (190 FEET AT RIGHT ANGLES FROM THE CENTER LINE THEREOF) SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS TRACT; THENCE ALONG SAID QUARTER SECTION LINE NORTH 0 DEGREES 15 1/2 MINUTES EAST 417.42 FEET; THENCE SOUTH 0 DEGREES 15 1/2 MINUTES EAST 417.42 FEET; THENCE SOUTH 0 DEGREES 15 1/2 MINUTES WEST 422.65 FEET TO THE TRUE POINT OF BEGINNING, IN JACKSON COUNTY, MISSOURI.

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST, CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

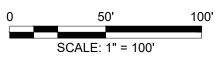
COMMENCING AT THE CENTER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SOUTH 01°39'30" WEST, 829.48 FEET, TO THE SOUTHEAST CORNER OF EAGLE RIDGE MULTI-FAMILY - 2<sup>ND</sup> PLAT, A SUBDIVISION IN THE CITY OF GRAIN VALLEY, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID EAGLE RIDGE MULTI-FAMILY - 2<sup>ND</sup> PLAT, NORTH 88°12'23" WEST, 425.00 FEET, TO A POINT ON THE EASTERLY END OF THE RIGHT-OF-WAY OF NW EAST KANSAS CITY INDUSTRIAL BOULEVARD, AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°47'37" WEST, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°12'23" WEST, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°06'18" AND AN ARC LENGTH OF 39.32 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NW PAMELA BOULEVARD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 01°41'09" WEST, 177.60 FEET, TO THE NORTHWEST CORNER OF LOT 18, EAST KANSAS CITY INDUSTRIAL PARK - 13<sup>TH</sup> PLAT, A SUBDIVISION IN THE CITY OF GRAIN VALLEY; THENCE ALONG THE NORTH LINE OF SAID LOT 18, SOUTH 88°18'41" EAST, 450.28 FEET, TO THE NORTHEAST CORNER THEREOF AND BEING A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE ALONG SAID EAST LINE, NORTH 01°39'30" EAST, 261.82 FEET, TO THE POINT OF BEGINNING AND CONTAINS 2.67 ACRES. MORE OR LESS.

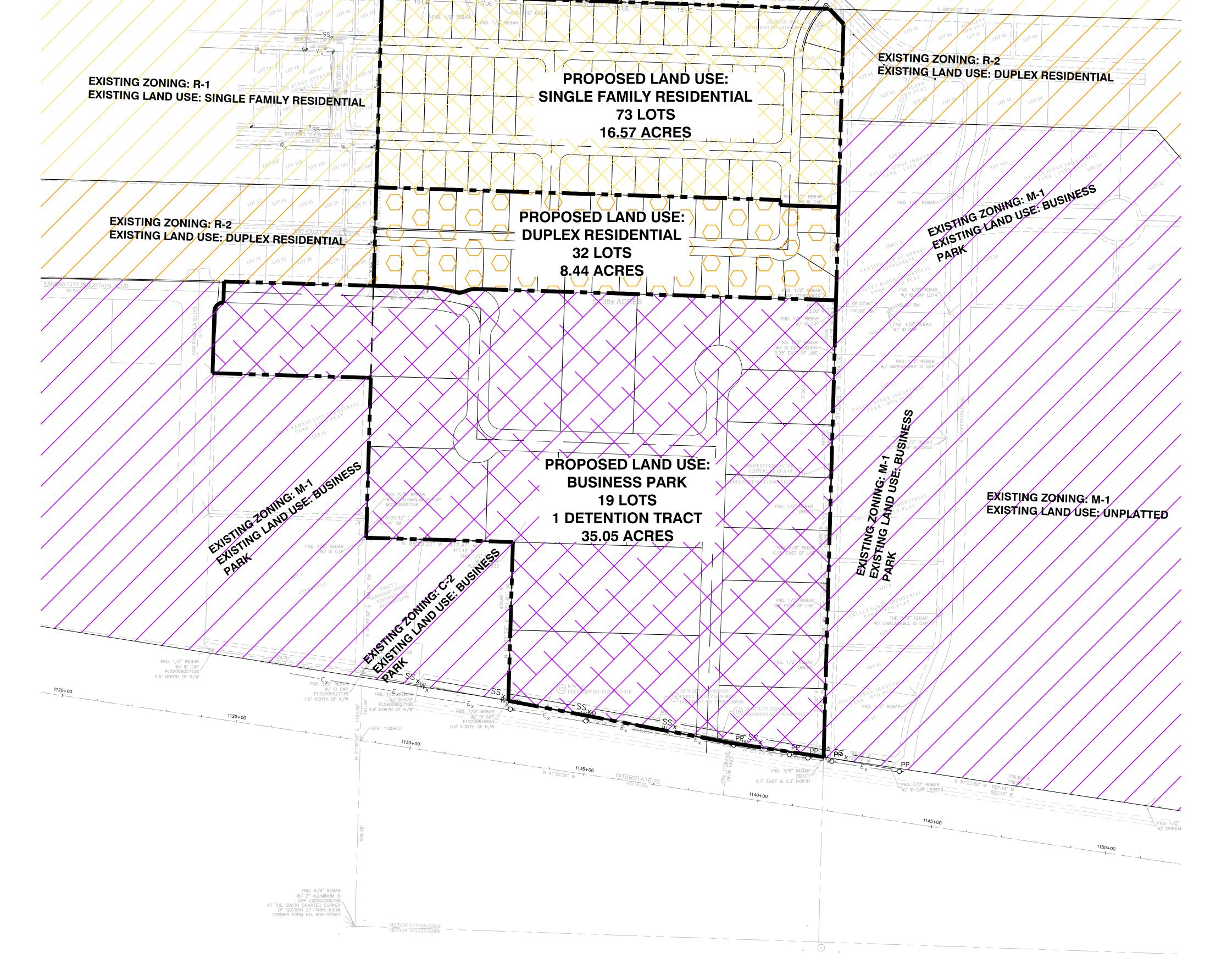
### **OWNER INFORMATION**

James K. & Gordon Chrisman 31904 E Jefferson Road Grain Valley, MO 64029 contact: James C. Thomas III (816) 584-9393 James@jct3law.com





EXISTING ZONING: R-1 EXISTING LAND USE: SINGLE FAMILY RESIDENTIAL





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# Preferred Land Use Plan

The Preferred Land Use Plan, presented to the public at the Third Public Open House on April 3, 2014, retained the vast majority of the components outlined in the Land Use Alternative Three.

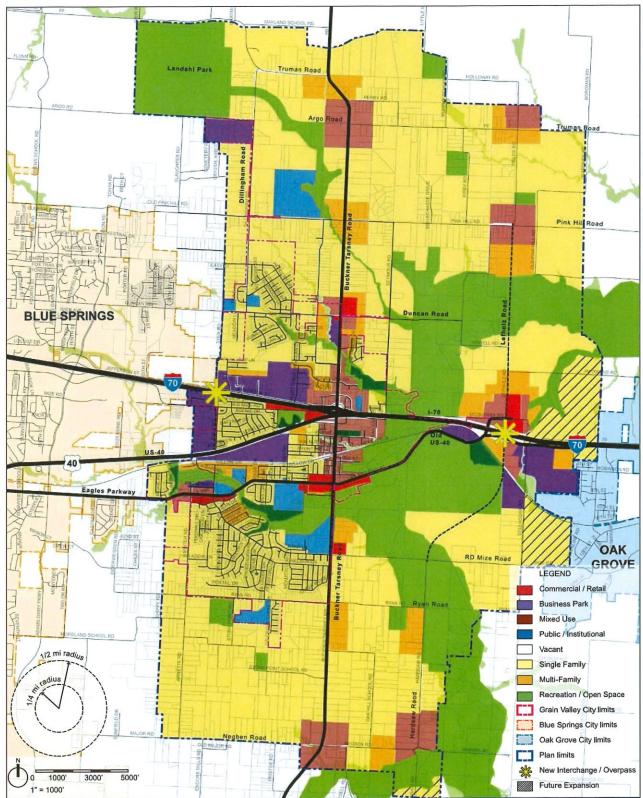


Figure 17: Preferred Land Use Plan

Source: Design Workshop

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	12/14/2020		
BILL NUMBER	B20-43		
AGENDA TITLE	AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 16.6 ACRES FROM DISTRICT M-1 (LIGHT INDUSTRIAL) TO DISTRICT R-1 (SINGLE FAMILY RESIDENTIAL) AND APPROXIMATELY 8.4 ACRES FROM DISTRICT M- 1 (LIGHT INDUSTRIAL) TO DISTRICT R-2 (DUPLEX RESIDENTIAL)		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT DEPARTMENT		
PRESENTER	Mark Trosen, Director		
FISCAL INFORMATION	Cost as recommended:	N/A	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	[]Yes [X]No	
PURPOSE	To allow the continued development of single family from Eagle Ridge Estates and the duplex development from Eagle Ridge multi-family that are west of this area.		
BACKGROUND	The property owners are Gordon and James Chrisman. They have granted permission in writing to Blue Springs Safety Storage South to file development applications.		
SPECIAL NOTES	Blue Springs Safety Storage South has also filed an application to amend the Comprehensive Plan's Future Land Use Map. The proposed rezoning and land uses are compatible to the development west and north of these areas.		
ANALYSIS	Please refer to Staff Report		

PUBLIC INFORMATION PROCESS	Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the rezoning area were notified by letter.
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission held a public hearing on Wednesday, November 18, 2020. The Commission voted 5 in favor, 0 against and 1 abstention to recommend approval on the change of zoning.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Application, Rezoning Exhibit

CITY OF GRAIN VALLEY STATE OF MISSOURI

BILL NO. <u>B20-43</u>

ORDINANCE NO.
SECOND READING
FIRST READING

÷			

# AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 16.6 ACRES FROM DISTRICT M-1 (LIGHT INDUSTRIAL) TO DISTRICT R-1 (SINGLE FAMILY RESIDENTIAL) AND APPROXIMATELY 8.4 ACRES FROM DISTRICT M-1 (LIGHT INDUSTRIAL) TO DISTRICT R-2 (DUPLEX RESIDENTIAL)

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

**WHEREAS,** a public hearing was held on November 18, 2020 in which the Planning and Zoning Commission voted 5 in favor, 0 against and 1 abstention to recommend approval of the zoning change to District R-1 on approximately 16.6 acres and to District R-2 on approximately 8.4 acres generally located east of NW Pamela Blvd., south of NW Woodbury Drive, west of NW Valley Ridge Drive and north of NW Jefferson Street; and

**WHEREAS,** a public hearing concerning said matter was held by the Board of Aldermen at the hour of 7:00 p.m. on December 14, 2020; and

**WHEREAS,** if Blue Springs Safety Storage South LLC request to amend the Comprehensive Plan's Future Land Use Map is approved then this rezoning request would be consistent with the character and intent of the long-range land use plan; and

**WHEREAS,** the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable.

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

**SECTION 1:** The zoning for the property generally described below is hereby established as District R-1 (Single Family Residential):

## Legal Description:

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST, CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 27, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SOUTH 88°06'39" EAST, 1272.03 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF WOODBURY DRIVE, AS ESTABLISHED BY THE CONVEYANCE OF RIGHT-OF-WAY, RECORDED UNDER DOCUMENT NUMBER 2018E0096650 OF THE JACKSON COUNTY RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 43°30'13" EAST, 59.85 FEET, TO A POINT

ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG SAID EAST LINE, SOUTH 01°33'24" WEST, 520.26 FEET, THENCE LEAVING SAID EAST LINE, NORTH 88°12'23" WEST, 165.42 FEET; THENCE NORTH 01°47'37" EAST, 15.00 FEET; THENCE NORTH 88°12'23" WEST, 1150.00 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG SAID WEST LINE, NORTH 01°39'30" EAST, 549.48 FEET, TO THE POINT OF BEGINNING AND CONTAINS 16.59 ACRES, MORE OR LESS.

# **SECTION 2:** The zoning for the property generally described below is hereby established as District R-2 (Duplex Residential):

# Legal Description:

A TRACT OF LAND LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST, CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SOUTH 01°39'30" WEST, 549.48 FEET, TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID WEST LINE, SOUTH 88°12'23" EAST, 1150.00 FEET; THENCE SOUTH 01°47'37" WEST, 15.00 FEET; THENCE SOUTH 88°12'23" EAST, 165.42 FEET, TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG SAID EAST LINE SOUTH 01°33'24" WEST, 265.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°12'23" WEST, 1023.29 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 67.00 FEET, A DELTA ANGLE OF 27°16'20", AND A CURVE LENGTH OF 31.89 FEET; THENCE ALONG A REVERSE CURVE, HAVING A RADIUS OF 38.00 FEET, A DELTA ANGLE OF 38°54'25", AND A CURVE LENGTH OF 25.80 FEET; THENCE ALONG A COMPOUND CURVE, HAVING A RADIUS OF 530.00 FEET, A DELTA ANGLE OF 11°38'07", AND A CURVE LENGTH OF 107.63 FEET; THENCE NORTH 88°12'23" WEST, 129.90 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG SAID WEST LINE, NORTH 01°39'30" EAST, 280.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 8.42 ACRES, MORE OR LESS.

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

Read two times and PASSED by the Board of Aldermen this \_\_\_\_\_day of \_\_\_\_\_\_, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS	
ALDERMAN HEADLEY	
ALDERMAN STRATTON	

ALDERMAN CLEAVER	
ALDERMAN KNOX	
ALDERMAN TOTTON	

Mayor	_ (in the event of a tie or	ıly)
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Approved as to form:

Lauber Municipal Law City Attorney Chuck Johnston Mayor

ATTEST:

Jamie Logan City Clerk



Community Development Mark Trosen, Director

BOA Staff Report Blue Springs Safety Storage South LLC December 14, 2020

### ACTION:

Blue Springs Safety Storage South LLC is requesting a change of zoning from District M-1 (Light Industrial) to District R-1 (Single Family) on 16.57 acres and from District M-1 (Light Industrial) to District R-2 (Duplex Residential) on 8.44 acres.

The two tracts of land described by acres above is generally east of NW Pamela Blvd., south of NW Woodbury Drive, west of NW Valley Ridge Drive and north of NW Jefferson Street.

The property owners are Gordon and James Chrisman. They have granted permission in writing to Blue Springs Safety Storage South to file development applications.

#### PURPOSE:

Blue Springs Safety Storage South has filed a preliminary plat, East Kansas City Industrial Park, that contains the entire 58 acres.

The proposed R-1 zoning area will contain 73 single family lots. The proposed R-2 zoning area will contain 32 duplex lots. The remaining tract, 35 acres, will maintain current zoning designation of District M-1 (Light Industrial). The proposed preliminary plat illustrates 19 light industrial lots.

#### ANAYLSIS:

The property to the north is zoned District R-1 (Single Family). The property east of the proposed zoning areas is zoned District M-1 (Light Industrial). The area to the west is zoned the same designations and aligns with the proposed areas to be rezoned.

The proposed use does not adversely affect properties in the general vicinity.

#### **COMPREHENSIVE PLAN:**

Blue Springs Safety Storage South has also filed an application to amend the Comprehensive Plan's Future Land Use Map. The proposed land uses illustrated in the map amendment match the geographical areas in the requested rezoning of these two areas.

#### PUBLIC INFORMATION AND PROCESS:

Public Notice was given in the Examiner and by letter to property owners of record with the County within 185 feet of the proposed change of zoning area.

**STAFF RECOMMENDATION:** Staff recommends approval.

**PLANNING AND ZONING COMMISSION:** At the November 18, 2020, the Commission voted 5 in favor, 0 against and 1 abstention to recommend approval for the request in the changes to zoning.

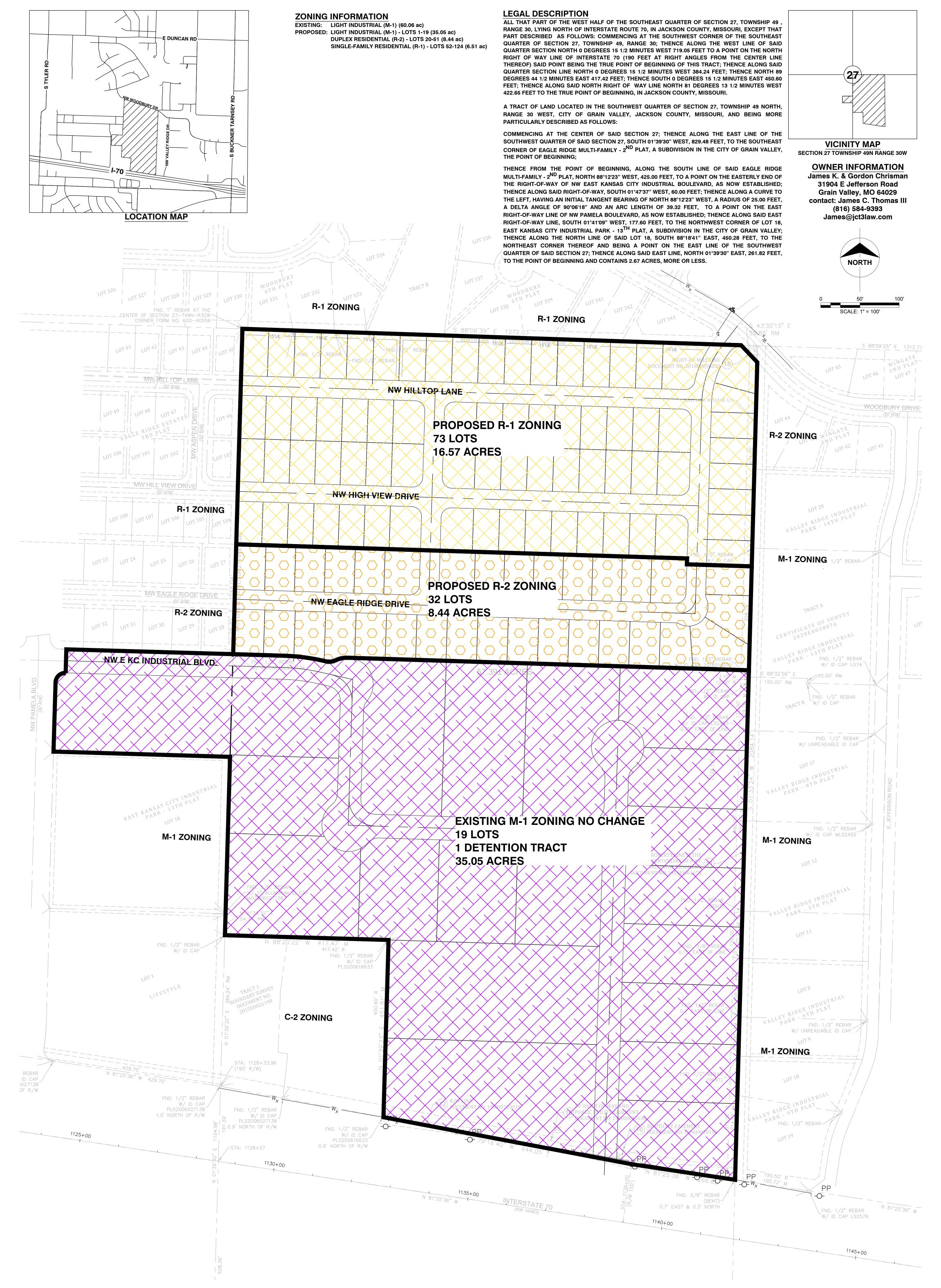
Grain Valley Come Home To Opportunity	711 Main Street Grain Valley, MO 64029 816.847.6220 816.847.6206 fax www.cityofgrainvalley.org	
	ZONING APPLICATION	
PROJECT INFORMATION		
	NW Valley Ridge Drive and abutting NW Jefforson St on the south	
Subdivision: East KC Industrial Park Lot #: 1-123 Zonin		
Description of Request: A Preliminary Plat, Rezoning, and F		
for the development of approximately 53.9 acres of vacant	land consisting of 73 R-1 lots, 32 R-2 lots, 18 M-1	
lots and a Detention Tract.		
APPLICANT INFORMATION		
Name: Clayton Ward	· · · · · · · · · · · · · · · · · · ·	
Company: Blue Springs Safety Storage South LLC		
Address: 1120 NW Eagle Ridge Blvd., Grain Valley, MO 64	4029	
Telephone: 816-229-8115 Fax:	E-mail:clayton@safetyministorage.com	
Property Owner:James and Gordon Chrisman, 31904 E. J	efferson Blvd., Grain Valley, MO	
Additional Contact(s):	Engineer 816-642-2445, twilliams@powellcwm.com unsel 816-584-9393 James@jct3law.com	
Type of Application: Check Type & Submit Corresponding		
Requirements Submittal Requirement List:		
X Rezoning 1 = 2 = 5 = 10 = 11 = 14 \$500	1 Legal description of subject property	
Ordinance Amendment 10	2 Map depicting general location of site	
Special/Conditional Use Permit 1 = 2 = 10 = 11 = 14	3 Summary Site Analysis depicting current character of site	
Temporary Use Permit 2 • 10 • 14 X Preliminary Plat 1 • 3 • 4 • 14	4 Preliminary Plat (3 full size copies)	
X         Preliminary Plat 1 • 3 • 4 • 14         Pipe         <	<ul> <li>5 Preliminary Development/ Site Plan (6 copies)</li> <li>6 Final Plat (6 copies)</li> </ul>	
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Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8 Landscaping Plan (6 copies)	
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Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10 Written description of the proposal	
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Note:	12 Construction plans for all public works improvements (6 copies)	
Include at least one 8 ½ x 11 copy of all	13 Copies of tax certificates from City and County	
drawings	14 Proof of ownership or control of property (deed,	
	contract, lease) or permission from property owner	
and plans will all applications.	15         Off-site easements if necessary           16         Survey of vacation area	
	16         Survey of vacation area           17         Utility Comment Form - City will provide form	

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

 The applicant hereby agrees that all information is provided as required with this application and the City

 Code:
 9/14/2020

 Applicant's Signature
 Date





Staff/

Committee Reports



Community Development Mark Trosen, Director

# Board of Aldermen Report December 14, 2020

(For the Month of November) Permits Issued – 65; YTD 812 NSFR - 21; YTD 114 Duplex - 0; 34 Commercial New - 1; YTD 5 Commercial Other - 2; YTD 14 Residential other - 9; YTD 162 Fence - 12; YTD 160 Roof -15; YTD 214 Pools - 0; YTD 11 Demo – 0: YTD 2 Right-of-Way - 3; YTD 49 Construction - 0; YTD 7 Signs – 1; YTD 7 Planning/Zoning – 1; YTD 28 Codes Enforcement & Inspections - 202; YTD 3,125 Total Building Inspections – 124; YTD 1,903 Residential - 118; YTD 1,705 Commercial - 4; YTD 98 Misc. Stops- 2; YTD 95 Code Violation Inspections - 32; YTD 984 New - 30; YTD 757 Closed- 2; YTD 197 Utility Inspections - 46; YTD 456 Sewer - 6; YTD 95 Water - 5; YTD 55 Sidewalks - 10; YTD 65 Driveways – 10; YTD 123 Right-of-Way - 0; YTD 10 PW Finals – 15; YTD 108 **Public Works** Work Orders Completed - 53; YTD 1,472 Utility Locate Requests - 168; YTD 2,975 Water Main Taps - 9; YTD 142 Water Meters -New Construction Install - 9; YTD 161 Repairs - 12; YTD 142 Replacement – 24; YTD 54 Meter Replacement Program – Completed (Budgeted for 400 meters) **Additional Items** Removed shrubs and bricks & concrete curb from the Sni-A-Bar traffic circle island to prep for concrete. Removed Speed Humps and signs from Cross Creek & Valley.

Assisted the Parks Department with restoration of the walking trail after the installation of a new storm pipe. Reset manhole at 1201 Pamela Blvd after it was hit by vehicle or large mower.

Graded the ditches on Ryan Rd.

Repaired fire hydrant on Sni-A-Bar Blvd.

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

I. COURT INFORMATION		nation same as las				1.	
MUNICIPAINTY: GRAIN VALLE			LEY			d: November, 2020	
Mailing Address: 711 MA	1 N			Software V	endor: Tyler	Iechnologies	
Physical Address: 711 MAIN				County JACKSON		Circuit: <sup>16</sup>	
Telephone Number: (816) 847-6240				Fax Number: (816) 847-6209			
Prepared By: Kari Boardm	an	E-mail Address	nore	ply@tyler	host,net	iNotes 🗆	
Municipal Judge(s): SUSAN	WATKINS		Prosect	ting Attorne	у: ЈЕКЕМУ СО	VER	
			<u> </u>	-1-1 0 D	04	N 77 66 -	
II. MONTHLY CASELOAD I	<b>NFORMATIC</b>	<u>DN</u>		ohol & Drug ated Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations / information	<i>1s)</i> pending at s	tart of month		141	1,778	340	
B. Cases (citations / information	ns) filed			2	4 5	2 4	
C. Cases (citations / information	ns) disposed	50/1350/1					
1. jury trial (Springfield, Jefferson	n County, and St	. Louis County on	ly)	0	0	0	
2. court / bench trial - GUILTY				0	0	( 0	
3. court / bench trial - NOT GUILTY				0	0	0	
4. plea of GUILTY in court				7	7	7	
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)				0	6	0	
6. dismissed by court				3	6	. 7	
7. nolle prosequi				0	0	0	
8. certified for jury trial(not heard in the Municipal Division)				0	0	0	
9. TOTAL CASE DISPOSITIONS				10	19	14	
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]				133	1,804	350	
E. Trial de Novo and / or appeal applications filed				0	0	0	
III. <u>WARRANT INFORMAT</u>	<u>10N</u> (pre- & po	ost-disposition)		. <u>PARKING</u>	TICKETS		
1. # Issued during reporting peri-	ssued during reporting period 8		# I	# Issued during period		0	
2. # Served/withdrawn during re	porting period	10	processing .				
3. # Outstanding at end of report	ing period	439	Court staff does not process parking ticke			ess parking tickets	

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

#### MUNICIPAL DIVISION SUMMARY REPORTING FORM I. COURT INFORMATION GRAIN VALLEY November, 2020 Municipality: Reporting Period: V. DISBURSEMENTS Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage Other Disbursements cont. limitation) Fines - Excess Revenue \$ 1,288.04 \$ Clerk Fee - Excess Revenue \$ 96.00 \$ Crime Victims Compensation (CVC) Fund \$ \$ 2.96 surcharge - Paid to City/Excess Revenue Bond forfeitures (paid to city) - Excess \$ \$ 0.00 Revenue **Total Excess Revenue** \$ 1,387.00 \$ Other Revenue (non-minor traffic and ordinance violations \$ not subject to the excess revenue percentage limitation) Fines - Other \$ 3,999.08 \$ Clerk Fee - Other \$ \$ 360.00 Judicial Education Fund (JEF) \$ 0.00 \$ Court does not retain funds for JEF Peace Officer Standard and Training \$ \$ 39.00 (POST) Commission surcharge Crime Victims Compensation (CVC) Fund \$ 278.07 \$ surcharge - Paid to State Crime Victims Compensation (CVC) Fund \$ \$ 11,10 surcharge - Paid to City/Other Law Enforcement Training (LET) Fund \$ 76.00 \$ surcharge Domestic Violence Shelter surcharge \$ \$ 152.00 Inmate Prisoner Detainee Security Fund \$ \$ 0.00 surcharge Sheriff's Retirement Fund (SRF) surcharge \$ 115,25 \$ 75.00 Restitution \$ \$ Parking ticket revenue(including penalties) \$ 0.00 \$ Bond forfeitures (paid to city) - Other \$ 0.00 \$ **Total Other Revenue** \$ 5,105.50 **Total Other Disbursements** \$ 75.00 Other Disbursements: Enter below additional surcharges **Total Disbursements of Costs**, and/or fees not listed above. Designate if subject to the excess 6,567.50 Fees, Surcharges and Bonds \$ revenue percentage limitation. Examples include, but are not Forfeited limited to, arrest costs, witness fees, and board bill/jail costs. OFFICER REIMBURSEMENT DWI 75.00 \$ Bond Refunds 1,840.00 \$ 8,407.50 \$ **Total Disbursements** \$ Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110 E-mail: MunicipalDivision.Reports@courts.mo.gov Fax: 573-526-0338