CITY OF GRAIN VALLEY BOARD OF ALDERMEN REGULAR MEETING AGENDA

JULY 26, 2021 7:00 P.M.

OPEN TO THE PUBLIC

LOCATED IN THE COUNCIL CHAMBERS OF CITY HALL 711 MAIN STREET – GRAIN VALLEY, MISSOURI

ITEM I: CALL TO ORDER

• Mayor Chuck Johnston

ITEM II: ROLL CALL

• City Clerk Jamie Logan

ITEM III: INVOCATION

• Pastor Mike Cassidy of Faith United Methodist Church

ITEM IV: PLEDGE OF ALLEGIANCE

• Alderman Tom Cleaver

ITEM V: APPROVAL OF AGENDA

• City Administrator Ken Murphy

ITEM VI: PROCLAMATIONS

None

ITEM VII: CITIZEN PARTICIPATION

• Citizens are Asked to Please Limit Their Comments to Two (2) Minutes

ITEM VIII: CONSENT AGENDA

- July 12, 2021 Board of Aldermen Regular Meeting Minutes
- July 26, 2021 Accounts Payable

ITEM IX: PREVIOUS BUSINESS

• None

ITEM X: NEW BUSINESS

• Liquor License Renewal – Grain Valley Economic Development Corp dba Grain Valley Partnership



ITEM XI: PRESENTATIONS

• None

ITEM XII: PUBLIC HEARING

• None

ITEM XIII: RESOLUTIONS

ITEM XIII (A) R21-43 Introduced by Alderman Rick	A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Approving a One (1) Year Cooperative Agreement Between the City and the Grain Valley Fair
Knox	To provide support to the Grain Valley Fair, a 501 (c)(3) corporation of Missouri
ITEM XIII (B)	A Resolution by the Board of Aldermen of the City of Grain Valley

R21-44
Introduced by
Alderman Jayci
Stratton

A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2021 Budget to Execute the Adopted Strategic Plan and Authorizing the City Administrator to Enter into an Agreement with Candid for Branding Services

To identify, create and launch a community brand for Grain Valley

ITEM XIII (C) R21-45 Introduced by Alderman Tom Cleaver A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into a Contract with Tandem Paving Company, Inc. for the Construction of the Phase 2 Pedestrian Trail at Blue Branch Creek

To provide pedestrian connectivity between the Sni-A-Bar Farms neighborhoods and the high school campus and downtown corridor

ITEM XIV: ORDINANCES

ITEM XIV (A)	An Ordinance Amending the Grain Valley Municipal Code Chapter 500:
B21-09	Buildings and Building Regulations, Articles I, II, III, IV, V, VII, VIII, IX,
2 ND READ	X, XI and Adopting the 2018 International Swimming Pool and Spa Code
Introduced by	
Alderman Bob	To update building codes to the 2018 edition
Headley	
ITEM XIV (B)	An Ordinance Amending Chapter 130.020 (Court Costs) to Repeal the
B21-16	Assessment of the Sheriff's Retirement Fund Surcharge in the Amount of
2^{ND} Read	Three Dollars (\$3.00) per Ordinance Violation

Introduced by

Alderman Darren

Mills

To repeal the current Sheriff's retirement surcharge

ITEM XIV (C) An Ordinance by the Board of Aldermen of the City of Grain Valley,

B21-17 Missouri Authorizing the City Administrator to Amend the 2021 Budget to

 $1^{\text{ST}} \& 2^{\text{ND}}$ READ Allocate Funding from General Fund Reserves for a City Branding

Introduced by Alderman Jayci

Initiative

Stratton To allow for the completion of an unbudgeted item in the five-year strategic

plan

ITEM XV: CITY ATTORNEY REPORT

• City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

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

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Jayci Stratton

ITEM XVIII: MAYOR REPORT

Mayor Chuck Johnston

ITEM XIX: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended.



ITEM XX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON AUGUST 9, 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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BOARD OF ALDERMEN MEETING MINUTES Regular Session

07/12/2021 PAGE 1 OF 5

ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on July 12, 2021 at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Pro-Tem Shea Bass

ITEM II: ROLL CALL

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

-QUORUM PRESENT-

ITEM III: INVOCATION

• Invocation was given by Jason Williams of Valley Community Church

ITEM IV: PLEDGE OF ALLEGIANCE

• The Pledge of Allegiance was led by Shea Bass

ITEM V: APPROVAL OF AGENDA

• No Changes

ITEM VI: PROCLAMATIONS

None

ITEM VII: CITIZENS PARTICIPATION

- Jan Brill; 1035 SW Ephraim; She heard the audit report at a prior meeting, and she spoke with our finance director Mr. Craig afterwards; She was hoping for further understanding of the CARES funds; She'd like to recommend that the City prepare a letter to share via mail to show citizens how the CARES funds were used
- Virginia Swellick; 1808 NW Willow Drive expressed appreciation for the paving that has been done near Winding Creek Estates as well as the turning lane that has been placed there; she stated the turn into Winding Creek Estates was dangerous before the turn lane was put in and thanked the City very much for the work done there
- Alderman Stratton asked if a letter about the CARES act could be placed in the water bills; Mr. Murphy stated there was a story in the paper in the past about the CARES funding; Ms. Brill stated many don't read the paper; Mr. Craig stated there would be a cost with an additional letter added to the water bill or anything over 4 lines

ITEM VIII: CONSENT AGENDA

• June 28, 2021 – Board of Aldermen Regular Meeting Minutes

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

STAFF OFFICIALS PRESENT
City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Sarah Carnes



BOARD OF ALDERMEN MEETING MINUTES Regular Session

07/12/2021 PAGE 2 OF 5

- June 30, 2021 Board of Aldermen Workshop Minutes
- July 12, 2021 Accounts Payable
- Alderman Headley made a Motion to Accept the Consent Agenda
- The Motion was Seconded by Alderman Knox
 - o None
- Motion to Approve the Consent Agenda was voted on with the following voice vote:
 - o Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton
 - o Nay: None
 - o Abstain: None

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- Shifting Gears Bar and Grill liquor license application was presented for the second time
- Alderman Headley made a Motion to Approve Liquor License for Shifting Gears Bar and Grill
- The Motion was seconded by Alderman Mills
- Motion to Approve Liquor License was voted on with the following voice vote:
 - o Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton
 - o Nay: None
 - o Abstain: None

MOTION APPROVED: 6-0-

ITEM X: NEW BUSINESS

- Liquor License Renewal application for El Tequilazo Cocina y Cantina LLC
- City Clerk Logan stated the City license will not be issued until any outstanding requirements for renewal have been met
- Alderman Headley made a Motion to Approve Liquor License Renewals
- The Motion was seconded by Alderman Knox
- Motion to Approve Liquor License Renewals was voted on with the following voice vote:
 - o Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton
 - o Nay: None
 - o Abstain: None

MOTION APPROVED: 6-0-

ITEM XI: PRESENTATIONS

None

ITEM XII: PUBLIC HEARING

None

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

STAFF OFFICIALS PRESENT
City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Sarah Carnes



BOARD OF ALDERMEN MEETING MINUTES **Regular Session**

07/12/2021 PAGE 3 OF 5

ITEM XIII: RESOLUTIONS

• None

ITEM XIV: ORDINANCES

Bill No. B21-16: An Ordinance Amending Chapter 130.020 (Court Costs) to Repeal the Assessment of the Sheriff's Retirement Fund Surcharge in the Amount of Three Dollars (\$3.00) per Ordinance Violation

Bill No. B21-16 was read by City Clerk Jamie Logan for the first reading by title only

- Alderman Mills moved to accept the first reading of Bill No. B21-16 bringing it back for its second reading at the next regularly scheduled meeting
- The Motion was Seconded by Alderman Knox
 - Mr. Murphy stated this is a housekeeping requirement; the Supreme Court removed this fee in June 2021, and we need the code to match
- Motion to accept the first reading of Bill No. B21-16 and was voted on by a voice call vote:
 - o Aye: Bass, Cleaver Headley, Knox, Mills, Stratton
 - o Nay: None
 - o Abstain: None

-Motion Approved: 6-0-

ITEM XV: **CITY ATTORNEY REPORT**

None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
 - None
- Deputy City Administrator Theresa Osenbaugh
 - o None
- Chief James Beale
 - o Camp FOCUS Two one-week camps will take place before the next meeting and offered the schedule to any aldermen interested
 - The first community forum will occur allowing the police department to answer citizen questions 7/20 @ 6:30 PM; encouraging citizens to attend
- Finance Director Steven Craig
 - o None

ELECTED OFFICIALS PRESENT

Alderman Shea Bass Alderman Tom Cleaver Alderman Bob Headley Alderman Rick Knox Alderman Darren Mills Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT Mayor Chuck Johnston Deputy City Administrator Theresa Osenbaugh Chief James Beale Community Development Director Mark Trosen Finance Director Steven Craig

City Administrator Ken Murphy

City Clerk Jamie Logan

City Attorney Sarah Carnes



BOARD OF ALDERMEN MEETING MINUTES Regular Session

07/12/2021 PAGE 4 OF 5

- Parks & Recreation Director Shannon Davies
 - o Absent
- Community Development Director Mark Trosen
 - o Printed Report
- City Clerk Jamie Logan
 - o None

ITEM XVII: 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 Darren Mills
 - o None
- Alderman Jayci Stratton
 - o None

ITEM XVIII: MAYOR REPORT

Mayor Chuck Johnston was absent

ITEM XIX: 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 Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Alderman moved to close the Regular Meeting for items related to Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), 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, Mills, Stratton
 - o Nay: None
 - o Abstain: None

-MOTION CARRIED: 6-0-

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

STAFF OFFICIALS PRESENT
City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Sarah Carnes



BOARD OF ALDERMEN MEETING MINUTES Regular Session

07/12/2021 PAGE 5 OF 5

-THE REGULAR MEETING CLOSED AT 7:15 PM-

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

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 7:50 PM-

The meeting adjourned at 7:50 P.M. Minutes submitted by: Jamie Logan City Clerk Minutes approved by: Chuck Johnston Mayor Date

Alderman Shea Bass Alderman Tom Cleaver Alderman Bob Headley Alderman Rick Knox Alderman Darren Mills Alderman Jayci Stratton **ELECTED OFFICIALS ABSENT**Mayor Chuck Johnston

STAFF OFFICIALS PRESENT
City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Finance Director Steven Craig
City Clerk Jamie Logan

City Attorney Sarah Carnes

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	51.51
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,642.91
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	294.00
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	26.94
			AFLAC PRETAX	354.85
			AFLAC-W2 DD PRETAX	255.76
		MIDWEST PUBLIC RISK	DENTAL	180.10
			OPEN ACCESS	268.80
			OPEN ACCESS	242.55
			OPEN ACCESS	188.30
			HSA	374.85
			HSA	1,735.64
			HSA	43.91
			VISION	32.00
			VISION	43.20
			VISION	132.00
			VISION	14.34
		HSA BANK	HSA - GRAIN VALLEY, MO	412.44
			HSA - GRAIN VALLEY, MO	574.57
			RECON HSA JAMES/LANCASTER	45.00-
		SHERIFFS RETIREMENT SYSTEM	JUNE 2021 SHERIFF RETIREME	13.04
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	213.70
			FLEX PLAN	25.00
		HOPE HOUSE	JUNE 21 DOMESTIC VIOLENCE	168.00
		MO DEPT OF REVENUE	JUNE 2021 CVC FUNDS	320.85
		MO DEPT OF PUBLIC SAFETY	JUNE 2021 TRAINING FUND	45.00
		ICMA RC	ICMA 457 %	696.74
		TOPEL INC	ICMA 457	462.50
			ICMA ROTH IRA	68.53
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,435.97
		INTERMED REVENUE SHRVICE	SOCIAL SECURITY	4,917.90
			MEDICARE	1,150.14
			TOTAL:	23,467.63
HR/CITY CLERK	CENEDAI FIIND	SOCIETY FOR HR MANAGEMENT	HOLLAND: SHRM ANNUAL CONFE	1 500 50
NK/CIII CLEKK	GENERAL FUND	SOCIETI FOR HE MANAGEMENT	HOLLAND: SHRM ANNUAL CONFE	•
		MID AMEDICA DECIONAL COUNCIL		168.00
		MID-AMERICA REGIONAL COUNCIL MISSOURI MUNICIPAL LEAGUE	RUSSELL: REGISTRATION ADVERTISING ONLINE CLASSIF	45.00
				180.50
		MISSOURI LAGERS ARC PHYSICAL THERAPY PLUS LP	MONTHLY CONTRIBUTIONS WORKSTEPS: GLASCOCK	150.00
		OFFICE DEPOT MIDWEST PUBLIC RISK	CALENDAR/BOOKEND/POST IT DENTAL	34.90
		MIDWEST FUBLIC KISK		
			HSA	252.45
		HOL DANK	HSA	332.07
		HSA BANK	HSA - GRAIN VALLEY, MO SHRM CONF & ONDEMAND	100.00
		VISA-CARD SERVICES 9016		
		MYGISJOB.COM	JOB POSTING - GIS/IT SPECI	
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	112.27
			MEDICARE TOTAL:	26.25 3,009.03
INFORMATION TECH	GENERAI. FIIND	NETSTANDARD INC	Host Configuration	2.865 00
TILL OLUMNITUM TECH	CHARLET FOND			
		COBAN TECHNOLOGIES INC	OPT-TITAN M7 EDGE HD H1 LA	113.00
		MIDWEST RECYCLING CENTER	PICKUP FEE	135.00

<u>DEPARTMENT</u>	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DVDRW DRIVE	40.95
			WD BLUE 500GB SATA 6G	59.20
			18IN ETHERNET CABLE	25.90
			7FT ETHERNET CABLES	31.20
			3FT ETHERNET CABLE	28.63
			PRINTER	342.50
			TOTAL:	3,874.84
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	JUNE SERVICE	125.50
		COMCAST - HIERARCY ACCT	CITY HALL	98.99
		001101101 11121111101 11001	CITY HALL	246.80
		HOME DEPOT CREDIT SERVICES	1X2-36 GRADE STAKES 12PC B	33.08
		SPIRE	517 GREGG ST	37.40
		OTTAL	624 JAMES ROLLO CT	7.49
			711 S MAIN ST	31.59
		CHAMTE CENEDAL COMEDACETIC ILC	BUILDING MAINTENANCE	458.50
		SUMMIT GENERAL CONTRACTING LLC		
		STANGER INDUSTRIES INC	HVAC MAINTENANCE TOTAL:	1,297.80 2,337.15
N DWINI GED MI ON	GENERAL FUND	DIGOU HOL TWO	W3.TT.DOOM 00.51.C011.0	1.65 .04
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	165.04
			ADMIN C85162117	54.98
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	369.57
		VISA-CARD SERVICES 1184	CONFERENCE HOTEL	562.80
		AMAZON.COM	WIRELESS ADAPTER	14.98
		MISSOURI SECRETARY OF STATE	ANNUAL REGISTRATION	21.25
		MISSOURI MAIN STREET CONNECTION	GET PLUGGED IN ANNUAL CONF	
		STEVEN SMITH	100) GV RESIDENTS GUIDE	321.00
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		TUSCONOS	MURPHY/OSENBAUGH: LUNCH WI	43.00
		MENARDS - INDEPENDENCE	SANTA HOUSE REPAIRS	89.95
		MIDWEST PUBLIC RISK	DENTAL	23.86
			HSA	405.49
		HSA BANK	HSA - GRAIN VALLEY, MO	61.89
		EWING IRRIGATION	12IN 100FT WHT W/SOCKET/FE	350.00
			12IN 100FT WHT W/SOCKET/FE	27.09
		CAMDEN ON THE LAKE	OSENBAUGH: LODGING	281.40
			OSENBAUGH: LODGING	281.40-
			MURPHY: LODGING	281.40
			MURPHY: LODGING	281.40-
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	273.25
			MEDICARE	63.92
			TOTAL:	3,429.51
ELECTED	GENERAL FUND	B&B THEATRES	RAFFLE PRIZE	50.00
		ADAMS POINTE GOLF CLUB	RAFFLE PRIZE	100.00
		PAPA MURPHYS	STAFF APPRECIATION LUNCH	300.00
		COSENTINOS PRICE CHOPPER	DRINKS	32.98
			COOKIES	7.98
		QUIKTRIP #00150	RAFFLE PRIZE	50.00
		KC ROYALS	RAFFLE PRIZE	69.00
			RAFFLE PRIZE	66.50
		WORLDS OF FUN	RAFFLE PRIZE	83.09
		ANANDA THERAPIES	RAFFLE PRIZE	60.00
		IRON KETTLE	RAFFLE PRIZE	50.00
		TT NAILS	RAFFLE PRIZE	35.00
		II NUITHO	MULTUS ENTRE	. د د

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	<u>AMOUNT</u>
		BASS PRO SHOPS	RAFFLE PRIZE	50.00
			TOTAL:	954.55
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	5,425.00
			CITY PROSECUTOR	4,987.50
			PARKER LITIGATION	350.00
			TOTAL:	10,762.50
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	263.86
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	153.00
			HSA	332.08
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	169.18
			MEDICARE	39.57
			TOTAL:	1,080.59
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	165.83
		OFFICE DEPOT	TONER	85.61
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		MERCHANT SERVICES	MONTHLY FEES	36.82
				172.51
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY MEDICARE	40.34
			TOTAL:	900.11
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	146.30
VICIIN BERVICES	GENERAL LOND	MIDWEST PUBLIC RISK	DENTAL	34.90
		MIDWEST TODATO KTOK	HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
				137.53
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY MEDICARE	32.16
			TOTAL:	1,115.04
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	81.62
	021,21412 101,3	OREILLY AUTOMOTIVE INC	URETHANE	19.95
		0.01221010011.2 10	5 GAL HYDRL OIL	52.99
		HAMPEL OIL INC	GEAR OIL	112.95
		HOME DEPOT CREDIT SERVICES	3.3CUFT COMPACT FRIGE WH	
		HOME DEIOT CREDIT SERVICES	3.3CUFT COMPACT FRIGE WH	
		MIDWEST PUBLIC RISK	DENTAL	17.45
		MIDWEST FUBLIC KISK	HSA	153.00
		HOA DANIE		
		HSA BANK CINTAS CORPORATION # 430	HSA - GRAIN VALLEY, MO PW/WOLTZ UNIFORMS	37.50 10.00
		CINIAS CORFORATION # 450		
		THERRY DEVENUE CERVICE	PW/WOLTZ UNIFORMS	10.00 56.33
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	
			MEDICARE TOTAL:	13.17 683.96
POLICE	GENERAL FIIND	RICOH USA INC	PD C85162116	21.49
. 01101	GENERAL FUND	MICOII OOM INC		
			PD C85162119	150.27
		W-000	PD 85162124	7.27
i		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,3/8.48

DEPARTMENT I	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MONTHLY CONTRIBUTIONS	419.98
		STATE BANK OF MISSOURI	PD LEASE VEHICLES AND EQU	159.91
			PD LEASE VEHICLES AND EQU	
		OFFICE DEPOT	INK/DIVIDERS/POST ITS/PAPE	233.69
		011102 22101	SHARPIES	11.89
		VISA-CARD SERVICES 1325	IIAMS HOTEL ROOM	514.40
			HAYES-DUNNELL ROOM	514.40
		AMAZON.COM	WATERPROOF LARGE SHIPPING	39.41
		RAPID ROBERTS	FUEL FOR MO SRO CONF	23.37
			FUEL FOR MO SRO CONF	24.50
		THE UPS STORE	US FLAG FOREVER STAMP STAM	333.60
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		LAW ENFORCEMENT SEMINARS LLC	WERGES: BACKGROUND INVESTI	385.00
		LEXISNEXIS RISK DATA MGMT INC	JUNE 2021 MINIMUM COMMITME	150.00
		TAN-TAR-A RESORT	DUNNELL: LODGING	514.40
		IAN-IAN-A RESORI		
			DUNNELL: LODGING	514.40-
			IIAMS: LODGING	514.40
			IIAMS: LODGING	514.40-
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	558.40
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			HSA	1,514.70
			HSA	2,448.00
			HSA	4,649.05
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	1,000.00
			RECON HSA JAMES/LANCASTER	175.00-
		CHEWY.COM	PURINA PRO PLAN SPORT	70.85
		TOTALLYPROMOTIONAL.COM	GIVEAWAYS FOR CAMP FOCUS	276.00
		ULINE	CLEAR STAND-UP BARRIER POU	162.42
		GO CAR WASH MANAGEMENT CORP	JUNE VEHICLE WASHES	64.00
		FOREMOST PROMOTIONS	JR POLICEMAN LARGE CUSTOM	339.80
		DISPLAYABILITY	BANNERS	98.00
		ALISSA FLOWERS FASHION AND INTERIOR	FLOWERS FOR VIP LITTLE	144.67
		ROSS MILLER CLEANERS	DRYCLEAN	13.80
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,505.71
			MEDICARE	819.89
			TOTAL:	31,707.85
NIMAL CONTROL (CENERAI FIIND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	113.18
TATTE CONTINUE (CTIATION LOND	STEVEN SMITH	150) ANIMAL CONTROL POLICE	75.00
		STEVEN SMITH MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	78.84 18.44
			MEDICARE	671.46
LANNING & ENGINEERING (GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	586.54
		STEVEN SMITH	2500) #10 ENVELOPES	64.00
		MIDWEST PUBLIC RISK	DENTAL	49.37
			DENTAL	10.21
			HSA	839.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	171.07
		HSA BANK	HSA - GRAIN VALLEY, MO	205.69
		non brive	HSA - GRAIN VALLEY, MO	29.25
		MISSOURI SECTION AWWA	TUTTLE: JOINT MWEA/AWWA	300.00
		RICHARD TUTTLE	TUTTLE: MEALS FOR JOINT AN	101.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	412.29
		INTERNAL REVENUE SERVICE	MEDICARE	96.42
			TOTAL:	2,865.57
	מתוום אמגמ	VOMO CIEV EDENCIDED	VC PADVINCE MAY MU	21 01
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.81
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	499.57
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.53
			AFLAC-W2 DD PRETAX	71.41
		MIDWEST PUBLIC RISK	DENTAL	21.84
			HSA	224.91
			HSA	38.58
			VISION	8.00
			VISION	16.40
			VISION	2.20
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	112.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	204.59
		ICMA RC	ICMA 457 %	195.44
			ICMA 457	602.50
			ICMA ROTH IRA	47.82
			ICMA ROTH IRA	11.29
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,323.73
			SOCIAL SECURITY	1,257.27
			MEDICARE	294.05
			TOTAL:	5,257.03
PARK ADMIN	PARK FUND	A&A ELECTRICAL INC	RE-LAMP ARMSTRONG FIELD LI	10,145.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	717.67
		OFFICE DEPOT	CALENDAR/BOOKEND/POST IT	19.75
			CORK BOARD	52.98
		COMCAST - HIERARCY ACCT	CITY HALL	8.24
			CITY HALL	40.02
			TYER	124.85
		MIDWEST PUBLIC RISK	DENTAL	21.51
			DENTAL	83.76
			HSA	1,060.29
			HSA	396.22
			HSA	132.84
		HSA BANK	HSA - GRAIN VALLEY, MO	89.61
		HOA DAMIN	HSA - GRAIN VALLEY, MO	230.00
		ANDEDCOM DENITATO C CATEO	RECON HSA CRUTCHFIELD	75.00-
		ANDERSON RENTALS & SALES	CONCRETE	470.00
		CODE (MAIN ID	CONCRETE	175.00
		CORE & MAIN LP	CULVERTS	3,135.20
			DUAL WALL	231.20-
		THE EXAMINER	52-WEEK SUBSCRIPTION- COMM	218.72
		KLEINSCHMIDTS WESTERN STORE	WELCH BOOTS	100.00
			SMITH BOOTS	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	460.50

CIL REPORT PAGE: 6

EPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICADE	107.7
			MEDICARE	107.70 17,583.60
ARKS STAFF	PARK FUND	A&A ELECTRICAL INC	BALLFIELD LIGHTS	140.00
		AAA DISPOSAL SERVICE INC	JUNE SERVICE	77.00
		K C BOBCAT	HOSE/FILTER OIL/SEAL	163.14
			FILTER OIL/SEAL	23.50
			HOSE DRAIN OIL	3.14
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	436.0
		AMAZON.COM	WALL PACK LIGHTS WITH PHOT	290.0
		OREILLY AUTOMOTIVE INC	OIL FILTER/FUEL WTR SEP	235.2
			HYD FILTER	98.4
		VAN DIEST SUPPLY COMPANY	BUTTERFLY TRAIL POND DYE	204.0
		KORNIS ELECTRIC SUPPLY INC	5000K 120-277V / 2 POLE 20	75.1
			2 POLE 20A BRKR	37.6
			CONTACTOR	92.0
		WEST CENTRAL ELECTRIC COOP INC	05/27-06/28 BALLPARK COMPL	71.6
		HOME DEPOT CREDIT SERVICES	PUMP	29.9
		ELKINS AIR CONDITIONING & HEATING	MM Air Conditioner Repair	1,250.0
		MENARDS - INDEPENDENCE	HOSE	74.9
		MIDWEST PUBLIC RISK	DENTAL	54.0
			HSA	918.0
		HSA BANK	HSA - GRAIN VALLEY, MO	225.0
		SPIRE	600 BUCKNER TARSNEY RD	24.9
			624 JAMES ROLLO CT	3.7
		ANDERSON RENTALS & SALES	CONCRETE	160.0
		METRO FORD	SENSOR/PLATE	69.6
		THE STEEL SOURCE BSN SPORTS INC	BUCKET HOLDER FOR MOWER	6.5 382.0
		SUMMIT GENERAL CONTRACTING LLC	BALLFIELD CHALKER AND HOME	76.4
		STANGER INDUSTRIES INC	BUILDING MAINTENANCE HVAC MAINTENANCE	216.3
		WILDLIFE DAMAGE SOLUTIONS LLC	Geese/Muskrat Removal	500.0
		WIEDELLE DEFENDE SOUGHIONS FRE	Geese/Muskrat Removal	1,400.0
		LAWN & LEISURE	RIM AND WHEEL	282.4
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	317.9
			MEDICARE	74.3
			TOTAL:	7,763.1
ECREATION	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	102.6
			CONCESSION DRINKS	156.3
		SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	36.3
			CONC PRODUCT & SUPPLIES	234.0
			CONC PRODUCT & SUPPLIES	49.9
			CONC PRODUCT & SUPPLIES	238.5
		WALMART COMMUNITY	CONCESSION PRODUCTS	44.1
			CONCESSION PRODUCTS	33.1
		OAK GROVE GIRLS SOFTBALL (OGGS)	Umpire Fees	1,035.0
		HASTY AWARDS	BASEBALL MEDALS	249.0
		HD GRAPHICS & APPAREL	YOUTH TENNIS	357.5
		ROBERT HAMMOND	UMPIRE FEES 06/25-07/01	40.0
		SETH MICHAEL HALEY	UMPIRE FEES 06/25-07/01	105.0
		CALEB BURRIS	UMPIRE FEES 06/25-07/01	105.0
		POSTERMYWALL	STANDARD IMAGE	2.9
		LUKE GNIOTCZYNSKI	UMPIRE FEES 06/25-07/01	60.0
		SHELDON CROAN	UMPIRE FEES 06/25-07/01	70.00
		DEVIN ANDREWS	UMPIRE FEES 06/25-07/01	80.0

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		JAMES TRIMBLE	UMPIRE FEES 06/25-07/01	140.00
		SWANK MOTION PICTURES INC	RAYA AND THE LAST DRAGON	480.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	10.04
			MEDICARE	2.35
			TOTAL:	3,631.92
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	JUNE SERVICE	116.00
		RICOH USA INC	COMM CTR C85162114	73.42
		RIGON OUT THE	COMM CTR C85162123	18.39
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	120.84
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	159.00
		SAMS CLUB/GECRB	COFFEE/JANITORIAL SUPPLIES	83.99
		STAND CHODY OBCID	COFFEE/JANITORIAL SUPPLIES	108.24
		OFFICE DEPOT	TRIMMER	21.03
		OFFICE DEFOI	CALENDAR/BOOKEND/POST IT	24.05
			CORK BOARD	8.39
		COMCAST - HIERARCY ACCT	COMM CENTER	243.18
			JANITORIAL SUPPLIES	66.26
		AMAZON.COM	BARCODE SCANNER	30.99
		AUMIODICE MEM		
		AUTHORIZE.NET	JUNE SIGNUPS	218.10 228.22
		RICOH USA INC	PR C85162114	32.68
		TIMOTHY DANA BOWEN	CC DESK C85162123	760.00
			OPPIOR OURLE	46.83
		HOME DEPOT CREDIT SERVICES	OFFICE SHELF	18.00
		MIDWEST PUBLIC RISK	DENTAL	
		HOR DANK	HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		ROYAL ROOTER & PLUMBING LLC	REPAIR TO COMM CENTER WOME	165.00
		SPIRE	713 S MAIN ST	89.38
		V	713 S MAIN ST A	37.37
		MERCHANT SERVICES	MONTHLY FEES	1,802.73
		000000000000000000000000000000000000000	MONTHLY FEES	24.50
		OFFICECRAVE	GYM WIPES	140.84
		011111111111111111111111111111111111111	INSTANT HAND SANITIZER	72.27
		SAMANTHA PETRALIE	06/28-07/09 SILVERSNEAKERS	
		LOCAL FIRE PROTECTION	COMM CENTER KITCHEN HOOD S	
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	225.94
			MEDICARE	52.85
			TOTAL:	5,660.63
POOL	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	153.90
			CONCESSION DRINKS	469.12
		SAMS CLUB/GECRB	CONC PRODUCT & SUPPLIES	49.24
			CONC PRODUCT & SUPPLIES	68.30
			CONC PRODUCT & SUPPLIES	108.14
			CONC PRODUCT & SUPPLIES	351.00
			SWIM LESSON TREATS	27.84
			CONC PRODUCT & SUPPLIES	74.89
			CONC PRODUCT & SUPPLIES	357.78
		WALMART COMMUNITY	CONCESSION PRODUCTS	66.17
			CONCESSION PRODUCTS	103.78
			CONCESSION PRODUCTS	99.38
			RETURN	9.97-
			CONCESSION PRODUCTS	9.94
			CONCESSION PRODUCTS	9.97
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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MEYER LABORATORY INC	POOL SUPPLIES	164.00
		FLUID COOLING SYSTEMS LLC	POOL PUMP	5,379.00
		MIDWEST POOL MANAGEMENT	Pool Management	30,206.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	242.82
			MEDICARE	56.78
			TOTAL:	38,208.08
ON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	152.44
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	1.82
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.41
		HISHEOT TOBBLO KIOK	OPEN ACCESS	26.88
			HSA	107.10
			HSA	77.14
			HSA	103.98
			VISION	3.20
			VISION	1.60
			VISION	4.40
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	8.48
			HSA - GRAIN VALLEY, MO	106.58
		ICMA RC	ICMA 457 %	40.24
			ICMA 457	40.00
			ICMA ROTH IRA	40.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	405.75
			SOCIAL SECURITY	290.56
			MEDICARE TOTAL:	67.96 1,541.77
RANSPORTATION	TRANSPORTATION	AMERICAN PUBLIC WORKS ASSN	TUTTLE: APWA PWX REGISTRAT	165.80
141101 01(1711 101)	IIUINOI OIVIIII ION	MERCENN TODDIC WORRD MOON	APWA 2021-2022 MEMBERSHIP	156.00
			WELSH: APWA PWX REGISTRATI	165.80
			MARTIN: APWA PWX REGISTRAT	110.00
		SUPERIOR BOWEN ASPHALT CO LLC		
		SUPERIOR DOWEN ASPRALL CO LLC	2021 Overlay Prgram	38,160.09
		DICOU HCA INC	DW C05160113	3 67
		RICOH USA INC	PW C85162113	
		K C BOBCAT	TUBE	19.88
		K C BOBCAT MISSOURI LAGERS	TUBE MONTHLY CONTRIBUTIONS	19.88 444.53
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR	19.88 444.53 4.82
		K C BOBCAT MISSOURI LAGERS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL	19.88 444.53 4.82 1.73
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL	19.88 444.53 4.82 1.73 23.74
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW	19.88 444.53 4.82 1.73 23.74 22.67
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW	19.88 444.53 4.82 1.73 23.74 22.67 34.00
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW PW MEGACRIMP/HYD HOSE/HOSE GU	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX VANCE BROTHERS INC	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL COMMERCIAL SURFACE	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98 319.06
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX VANCE BROTHERS INC RICOH USA INC	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL COMMERCIAL SURFACE PW C85162113	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98 319.06 45.68
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX VANCE BROTHERS INC RICOH USA INC HOME DEPOT CREDIT SERVICES	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL COMMERCIAL SURFACE PW C85162113 CORRECT OVERPAYMENT	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98 319.06 45.68 26.08
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX VANCE BROTHERS INC RICOH USA INC HOME DEPOT CREDIT SERVICES LAWN & LEISURE	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL COMMERCIAL SURFACE PW C85162113 CORRECT OVERPAYMENT STARTER	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98 319.06 45.68 26.08 16.60
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX VANCE BROTHERS INC RICOH USA INC HOME DEPOT CREDIT SERVICES	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL COMMERCIAL SURFACE PW C85162113 CORRECT OVERPAYMENT STARTER DENTAL	19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98 319.06 45.68 26.08 16.60 10.67
		K C BOBCAT MISSOURI LAGERS ADVANCE AUTO PARTS COMCAST - HIERARCY ACCT OREILLY AUTOMOTIVE INC PROGRESSIVE ELECTRONICS DELTA DENTAL OF MO LOCKBOX VANCE BROTHERS INC RICOH USA INC HOME DEPOT CREDIT SERVICES LAWN & LEISURE	TUBE MONTHLY CONTRIBUTIONS 22" XTRACLEAR CITY HALL CITY HALL PW PW PW MEGACRIMP/HYD HOSE/HOSE GU MUFFLER CLAMP/EX REPR PIPE SIELOX DOOR SYSTEM REPAIR DENTAL COMMERCIAL SURFACE PW C85162113 CORRECT OVERPAYMENT STARTER	3.67 19.88 444.53 4.82 1.73 23.74 22.67 34.00 61.34 7.35 3.27 26.00 6.98 319.06 45.68 26.08 16.60 10.67 59.07

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
				1103	E04 00
				HSA	504.90
				HSA	58.94 265.66
				HSA HSA	405.00
		HSA BANK			14.45
		USA DANK		HSA - GRAIN VALLEY, MO	
		G W VAN KEPPEL	00	HSA - GRAIN VALLEY, MO KEY	209.25 5.75
			CO		
		SPIRE		405 JAMES ROLLO DR 624 JAMES ROLLO CT	7.48 7.49
				711 S MAIN ST	2.71
				618 JAMES ROLLO CT	8.60
			NICES INC		97.00
		CALIBRATED PROI	DUCTS INC	REBUILD HYDRAULIC CYLINDER ONE PIECE CRIMP 1/2 HOSE X	11.11
		143	ODIJATA		
		J&A TRAFFIC PRO		SIGN MATERIAL	840.00
		CINTAS CORPORA	rion # 430	PW/WOLTZ UNIFORMS	30.94
		CIMMITE CENTEDAT	COMMUNICATION	PW/WOLTZ UNIFORMS	30.94
			CONTRACTING LLC	BUILDING MAINTENANCE	45.84
		VISA-CARD SERVI		INTERNATIONAL TURBO	516.00
		STANGER INDUSTR		HVAC MAINTENANCE	129.78
		BK DIESEL SERV	ICE	INTERNATIONAL TURBO	516.00
				INTERNATIONAL TURBO	516.00
		VIKING-CIVES M		CHROME ANTI SAIL MUD FLAP	4.20
		SUMMIT TRUCK G	ROUP	TUBE ASSY	40.29
				TUBE ASSY	20.11
		INTERNAL REVENU	JE SERVICE	SOCIAL SECURITY	290.55
				MEDICARE TOTAL:	67.96 43,636.89
		/	_		0.40
PUBLIC HEALTH	PUBLIC HEALTH	SAMS CLUB/GECRI		FOOD FOR LUNCHEON	340.04
		WALMART COMMUNI	ITY	TABLECLOTHES	47.11
		AMAZON.COM		SPLENDA	23.16
		COSENTINOS PRIC	CE CHOPPER	RAFFLE PRIZE	50.00
			_	SENIOR LUCHEON SUPPLIES	29.88
		QUIKTRIP #00150	O .	RAFFLE PRIZE	25.00
		IRON KETTLE		RAFFLE PRIZE	25.00 540.19
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	THE EXAMINER		RFQ: ARCHITECTURAL SERVICE TOTAL:	32.34
				MTT 0170 PD 0 TD 0T	0 005 00
NON-DEPARTMENTAL	INTRCHG MERCADO CI	LAUBER MUNICIPA	AL LAW LLC		2,035.00
				TOTAL:	2,035.00
DEBT SERVICE	DEBT SERVICE FUND	UMB BANK NA		GVMO GO RFDG BDS SR 2018A	318.00
				TOTAL:	318.00
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREAS	SURER	KC EARNINGS TAX WH	13.16
		MO DEPT OF REVI	ENUE	MISSOURI WITHHOLDING	1,045.25
		FAMILY SUPPORT	PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		DELTA DENTAL OF	F MO LOCKBOX	DENTAL	7.28
		AFLAC		AFLAC PRETAX	36.55
				AFLAC-W2 DD PRETAX	57.45
		MISCELLANEOUS	O'CONNELL, JAMES	10-137400-02	68.44
			DIXON, LAURIE	10-141830-12	65.54
			MITT COM DDAD	10-207400-04	64.22
			WILSON, BRAD	10 20/400 04	01.22

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION	AMOUNT
			HERMAN, BRANDON	10-228900-02	15.54
			COLLINS, FLORENCE	10-231800-03	17.34
			HUNTER, TIMMY	10-232600-01	15.54
			TROBER, PATRICIA	10-237500-07	38.44
			AGUILAR, GERMAN	10-237800-12	46.14
			RAINS, MARK	10-241500-10	83.67
			KOCH, KENNETH E	10-243000-07	65.95
			CHRISTIAN, KERI	10-256070-04	17.05
			BELL, CONDA LOU	10-303700-02	33.67
			DITTMER, JUSTIN	10-341300-02	16.62
			CLARK, DARLA	10-341700-07	65.41
			LOECKER, STEVE	10-352900-01	34.10
			ANTHONY, SARAH	10-353100-09	45.51
			BUNYARATTAPHANT, PAT		50.23
			BOBAK, LINDSEY	10-421100-06 10-454500-04	1.89
			ROWLAND, ASHLEY	10-471910-05	3.16
			PICCININI, VITALEE	10-474220-06	11.67
			DUPLANTIS, BRAD	10-560610-02	3.16
			DR&G RAIL SERVICE	10-801100-04	766.69
			FOUR POINTS EXCAVATI	10-801101-10	367.16
			MCCOY, PEGGY	10-820370-03	83.67
			DUNCAN, LINDA	10-830840-06	55.33
			MOLINE, JULIE	10-832255-03	62.60
			ISON, WILLIAM	10-850820-05	33.67
			GUILLEMOT, JAMES	10-851270-01	11.47
			CROMWELL, ELIZABETH	10-900180-10	65.54
			BROCK, LAURA	10-901190-02	15.54
		MIDWEST PUBLIC	RISK	DENTAL	92.05
				OPEN ACCESS	107.52
				HSA	578.34
				HSA	462.84
				HSA	452.71
				VISION	12.80
				VISION	10.80
				VISION	26.40
				VISION	28.12
		HSA BANK		HSA - GRAIN VALLEY, MO	95.81
				HSA - GRAIN VALLEY, MO	587.35
		CITY OF GRAIN V	ALLEY -FLEX	FLEX - DEPENDENT CARE	162.37
		ICMA RC		ICMA 457 %	335.10
				ICMA 457	320.00
				ICMA ROTH IRA	265.18
		INTERNAL REVENU	E SERVICE	FEDERAL WH	3,098.52
		INIDIANID ROVENO		SOCIAL SECURITY	2,011.39
				MEDICARE	470.42
				TOTAL:	12,635.47
VATER	WATER/SEWER FUND	AAA DISPOSAL SE	RVICE INC	JUNE SERVICE	62.75
 -	million, obner 1 one	AMERICAN PUBLIC		TUTTLE: APWA PWX REGISTRAT	
				APWA 2021-2022 MEMBERSHIP	312.00
				WELSH: APWA PWX REGISTRATI	
		DEDECRINE CORRO	D A III T O NI	MARTIN: APWA PWX REGISTRAT	
		PEREGRINE CORPO	RA11UN	BILL PRINT AND MAIL	466.87
				BILL PRINT AND MAIL	87.20
				CCR REPORTS	1,449.00
		RICOH USA INC		PW C85162113	7.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CD C85162115	35.12
		CIMY OF INDEDENDENCE WELLIATES		
		CITY OF INDEPENDENCE UTILITIES	22948CCF 05/17-06/17	35,639.40 39.75
		K C BOBCAT	TUBE	
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,498.27
		ADVANCE AUTO PARTS	22" XTRACLEAR	9.64
		OFFICE DEPOT	TAPE	6.37
		COMCAST - HIERARCY ACCT	CITY HALL	11.51
			CITY HALL	49.18
			₽₩	45.34
			PW	48.72
			PW	98.72
		AMAZON.COM	CONDIMENT PACKETS	55.96
			PAPER FOLDER	328.97
		OREILLY AUTOMOTIVE INC	MEGACRIMP/HYD HOSE/HOSE GU	14.68
			MUFFLER CLAMP/EX REPR PIPE	6.52
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	35,464.08
			DEBT	63,482.85
		PROGRESSIVE ELECTRONICS	SIELOX DOOR SYSTEM REPAIR	52.00
		FACEBOOK INC	COMM DEV EVENT AD	65.00
			JUNE 376 LOCATES	
		MISSOURI ONE CALL SYSTEM INC BLUE SPRINGS WINWATER CO	RING ONLY/LID ONLY W/AMR H	470.00 248.94
		STEVEN SMITH	100) GV RESIDENTS GUIDE	107.00
			2500) #10 WINDOW ENVELOPES	87.50
			2500) #10 ENVELOPES	48.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	13.96
		RICOH USA INC	PW C85162113	91.27
			CD C85162115	114.11
		ENGINEERED SYSTEMS INC	LABOR-ESI WES BOOTH	413.75
			LABOR-ESI WES BOOTH	372.50
		HOME DEPOT CREDIT SERVICES	SANTA HOUSE IMPROVEMENTS	37.77
			CORRECT OVERPAYMENT	52.18
		LAWN & LEISURE	STARTER	33.20
		HD GRAPHICS & APPAREL	CD EVENT SHIRTS	123.50
		MIDWEST PUBLIC RISK	DENTAL	46.30
			DENTAL	176.51
			OPEN ACCESS	254.25
			HSA	1,363.22
			HSA	680.06
			HSA	796.98
			HSA	881.67
		HSA BANK	HSA - GRAIN VALLEY, MO	151.68
		NOA DANA	·	
			HSA - GRAIN VALLEY, MO	540.75
		G W VAN KEPPEL CO	KEY	11.48
		SPIRE	405 JAMES ROLLO DR	14.95
			624 JAMES ROLLO CT	9.36
			711 S MAIN ST	5.41
			618 JAMES ROLLO CT	17.22
		CALIBRATED PRODUCTS INC	REBUILD HYDRAULIC CYLINDER	194.00
			ONE PIECE CRIMP 1/2 HOSE X	22.22
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	61.89
			PW/WOLTZ UNIFORMS	61.89
		MERCHANT SERVICES	MONTHLY FEES	807.78
			MONTHLY FEES	1,617.57
		VISA-CARD SERVICES 1788	Kona Ice	500.00
		SUMMIT GENERAL CONTRACTING LLC	BUILDING MAINTENANCE	91.70

COUNCIL REPORT PAGE: 12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	<u>AMOUNT</u>
		STANGER INDUSTRIES INC	HVAC MAINTENANCE	259.56
		BRAINFREEZE ADVENTURES INC	COMM DEV EVENT	500.00
			COMM DEV EVENT	500.00-
		BK DIESEL SERVICE	INTERNATIONAL TURBO	1,032.00
			INTERNATIONAL TURBO	1,032.00-
		VIKING-CIVES MIDWEST INC	CHROME ANTI SAIL MUD FLAP	8.40
		TYLER TECHNOLOGIES INC	UB TRANSACTION FEES	3,402.55
			UTILITY BILLING NOTIFICATI	46.65
		SUMMIT TRUCK GROUP	TUBE ASSY	80.56
			TUBE ASSY	40.21
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,005.71
			MEDICARE	235.24
			TOTAL:	156,851.88
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	JUNE SERVICE	62.75
		AMERICAN PUBLIC WORKS ASSN	TUTTLE: APWA PWX REGISTRAT	331.60
			APWA 2021-2022 MEMBERSHIP	312.00
			WELSH: APWA PWX REGISTRATI	331.60
			MARTIN: APWA PWX REGISTRAT	220.00
		CITY OF BLUE SPRINGS	2ND QTR 2021 SEWER USAGE	158,048.89
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	466.88
			BILL PRINT AND MAIL	87.21
		RICOH USA INC	PW C85162113	7.33
		RICON ODE INC	CD C85162115	35.13
		K C BOBCAT	TUBE	39.75
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,498.27
		ADVANCE AUTO PARTS	22" XTRACLEAR	9.64
		OFFICE DEPOT	TAPE	6.37
		COMCAST - HIERARCY ACCT	CITY HALL	11.51
			CITY HALL	49.18
			₽₩	45.34
			PW	48.72
			PW	98.72
		AMAZON.COM	PAPER FOLDER	328.96
		OREILLY AUTOMOTIVE INC	MEGACRIMP/HYD HOSE/HOSE GU	14.68
			MUFFLER CLAMP/EX REPR PIPE	6.52
		PROGRESSIVE ELECTRONICS	SIELOX DOOR SYSTEM REPAIR	52.00
		STEVEN SMITH	100) GV RESIDENTS GUIDE	107.00
			2500) #10 WINDOW ENVELOPES	87.50
			2500) #10 ENVELOPES	48.00
		DELTA DENTAL OF MO LOCKBOX	DENTAL	13.96
		RICOH USA INC	PW C85162113	91.27
			CD C85162115	114.11
		HOME DEPOT CREDIT SERVICES	CORRECT OVERPAYMENT	52.18
		LAWN & LEISURE	STARTER	33.20
		MIDWEST PUBLIC RISK	DENTAL	46.29
			DENTAL	176.50
			OPEN ACCESS	254.24
			HSA	1,363.24
			HSA	680.06
			HSA	796.97
		HCV DVMA	HSA _ CDAIN VALLEY MO	881.66
		HSA BANK	HSA - GRAIN VALLEY, MO	151.68
		0	HSA - GRAIN VALLEY, MO	540.75
		G W VAN KEPPEL CO	KEY	11.48
		SPIRE	405 JAMES ROLLO DR	14.96

E P O R T PAGE: 13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			624 JAMES ROLLO CT	9.37
			711 S MAIN ST	5.42
			618 JAMES ROLLO CT	17.22
		CALIBRATED PRODUCTS INC	REBUILD HYDRAULIC CYLINDER	194.00
			ONE PIECE CRIMP 1/2 HOSE X	22.22
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	61.89
			PW/WOLTZ UNIFORMS	61.89
		MERCHANT SERVICES	MONTHLY FEES	807.79
			MONTHLY FEES	1,617.57
		SUMMIT GENERAL CONTRACTING LLC	BUILDING MAINTENANCE	91.70
		VISA-CARD SERVICES 9321	INTERNATIONAL TURBO	1,032.00
		STANGER INDUSTRIES INC	HVAC MAINTENANCE	259.56
		BK DIESEL SERVICE	INTERNATIONAL TURBO	1,032.00
			INTERNATIONAL TURBO	1,032.00
		VIKING-CIVES MIDWEST INC	CHROME ANTI SAIL MUD FLAP	8.40
		TYLER TECHNOLOGIES INC	UB TRANSACTION FEES	3,402.55
			UTILITY BILLING NOTIFICATI	46.65
		SUMMIT TRUCK GROUP	TUBE ASSY	80.56
			TUBE ASSY	40.21
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,005.68
			MEDICARE	235.16
			TOTAL:	176,577.94
ION-DEPARTMENTAL	POOLED CASH FUND	SOCIETY FOR HR MANAGEMENT	HOLLAND: SHRM ANNUAL CONFE	1,508.50
		VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	57.98
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	1,281.82
		TAN-TAR-A RESORT	DUNNELL: LODGING	514.40
			IIAMS: LODGING	514.40
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	95.00
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	276.00
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	1,207.55
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	657.93
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	1,301.45
		VISA-CARD SERVICES 9321	VISA-CARD SERVICES 9321	468.00
		BRAINFREEZE ADVENTURES INC	COMM DEV EVENT	500.00
		BK DIESEL SERVICE	INTERNATIONAL TURBO	2,580.00
		CAMDEN ON THE LAKE	OSENBAUGH: LODGING	281.40
			MURPHY: LODGING	281.40
			MURPHY: LODGING	11 , 52

DEPARTMENT FUND VENDOR NAME DESCRIPTION AMOUNT

====	====== FUND TOTALS	
100	GENERAL FUND	86,859.79
200	PARK FUND	78,104.47
210	TRANSPORTATION	45,178.66
230	PUBLIC HEALTH	540.19
280	CAPITAL PROJECTS FUND	32.34
322	INTRCHG MERCADO CID-PR#	3 2,035.00
400	DEBT SERVICE FUND	318.00
600	WATER/SEWER FUND	346,065.29
999	POOLED CASH FUND	11,525.83
	GRAND TOTAL:	570,659.57

TOTAL PAGES: 14

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C O U N C I L R E P O R T

PAGE: 15

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY

VENDOR: All CLASSIFICATION: All BANK CODE:

All ITEM DATE:

7/07/2021 THRU 7/16/2021

ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00

GL POST DATE: 0/00/0000 THRU 99/99/9999

CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO EXPENSE TYPE: N/A

CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None

SEQUENCE: By Department

DESCRIPTION: Distribution

GL ACCTS: NO

REPORT TITLE: COUNCIL REPORT

SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES INCLUDE OPEN ITEM:YES

MIEMIONALLYLEEFERINA

Resolutions

MIEMIONALLYLEEFERINA

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	7/26/2021			
BILL NUMBER	R21-43			
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPROVING A ONE (1) YEAR COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE GRAIN VALLEY FAIR			
REQUESTING DEPARTMENT	ADMINISTRATION			
PRESENTER	Ken Murphy, City Administrator			
FISCAL INFORMATION	Cost as recommended:	\$0		
	Budget Line Item:	N/A		
	Balance Available	N/A		
	New Appropriation Required:	[] Yes [X] No		
PURPOSE	To provide support to the Grain Valley Fair, a 501 (c)(3) corporation of Missouri.			
BACKGROUND	The City, for several years, has allocated funds and resources to the Grain Valley Fair to assist with operation of the annual event. The Grain Valley Fair is held in the fall of each year and provides entertainment of various varieties for the community to enjoy as well as visitors from outside of Grain Valley.			
SPECIAL NOTES	Due to the COVID-19 pandemic, the Grain Valley Fair did not occur in 2020. The direct financial contribution from the City, disbursed in 2020, was not spent due to the inability to host the event and therefore will be allocated to the 2021 event. No new funding for 2021 is being allocated or distributed.			
ANALYSIS	None			

PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution and Cooperative Agreement

STATE OF MISSOURI

*July 26, 2021*RESOLUTION NUMBER <u>R21-43</u>

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPROVING A ONE (1) YEAR COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE GRAIN VALLEY FAIR

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to the constant improvement of the City of Grain Valley (City) by investing in The Grain Valley Fair; and

WHEREAS, the Grain Valley Fair provides different types of entertainment for both residents and to draw tourism to town; and

WHEREAS, the 2020 Grain Valley Fair was unable to occur due to the COVID-19 pandemic but is anticipated to be allowed to be held September 10th and September 11th, 2021; and

WHEREAS, the City of Grain Valley is a major contributor to the Fair, and both organizations desire to memorialize their operational and strategic partnership through the formal adoption of an agreement for services; and

WHEREAS, the Grain Valley Fair received the distribution of the financial commitment outlined in R19-50 in January 2020 but did not use the funds due to the inability to hold the fair; and

WHEREAS, the Grain Valley Fair and the City of Grain Valley have identified that the funding provided in 2020 should be utilized to host the 2021 Grain Valley Fair.

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

SECTION 1: The Board of Aldermen of the City of Grain Valley, Missouri agrees that the Grain Valley Fair shall, in consideration of a one year agreement and financial support from the City from fiscal year 2020 totaling \$5,000, provide the following services for Grain Valley and as set forth hereafter in the cooperative agreement between the City of Grain Valley and the Grain Valley Fair.

PASSED and APPROVED, via voice vote,	(-) this	Dav of	, 2021
I HOULD will I'M I NO I LD, viu voice voic,	1 / 11113	Duyor	, 2021

Chuck Johnston Mayor		
ATTEST:		
Jamie Logan City Clerk		

COOPERATIVE AGREEMENT BETWEEN THE CITY OF GRAIN VALLEY, MISSOURI AND THE GRAIN VALLEY FAIR NON-PROFIT

THIS AGREEMENT made and entered into as of the _____th day of ______, 2021, by and between the CITY OF GRAIN VALLEY, MISSOURI, hereinafter referred to as "GRAIN VALLEY" or "City", and the GRAIN VALLEY FAIR, hereinafter referred to as the "Fair".

WHEREAS, the City desired to create a successful GV FAIR for its residents and visitors: and

WHEREAS, the City of Grain Valley commissioned the Grain Valley Fair to provide different types of entertainment for both its residents and to draw tourism to town; and

WHEREAS, the Grain Valley Fair, a 501 (c)(3) corporation was created by the filing of the articles of incorporation with the Missouri Secretary of State and is in good standing with the Missouri Secretary of State and the Internal Revenue Service; and

WHEREAS, the City of Grain Valley is a major financial contributor to the Grain Valley Fair, and both organizations desire to memorialize their operational and strategic partnership through the formal adoption of an Agreement for services.

NOW, THEREFORE, BE IT AGREED by the City of Grain Valley, Missouri and the Grain Valley Fair, that the Fair shall in consideration of a one-year agreement and financial support from the City from the previous City 2020 fiscal year totaling \$5,000 provide the following services for Grain Valley and as set forth hereafter:

- 1.) If allowed under Pandemic Restrictions from the State of Missouri and the County of Jackson, the Fair will bring in two nights of entertainment that will occur the Friday and Saturday immediately following Labor Day 2021. The City will make available the Grain Valley Community Center (Burgess Room and Gymnasium) for Fair related activities not including alcohol or any activity that will damage the facility. The City will also make available the Large Pavilion behind the Grain Valley Community Center for said entertainment and for the use of a Beer Garden, which is operated by The Grain Valley Partnership. The City will also provide security fencing and staff to put up said fencing for the Pavilion along with staff to set up picnic tables under the pavilion for use by the Grain Valley Partnership.
- 2.) If allowed under Pandemic Restrictions from the State of Missouri and the County of Jackson, the Fair will book Vendors consisting of Craft, Promotional, Direct Sales, and Food to be located on the track, parking lot areas around the ball fields at Armstrong Park, and the large field directly east of the Large Pavilion. The Fair will provide electrical services and the City will provide two Hydrant Meters on designated Fire Hydrants around the Fair. The Fair will pay for said water used on the two Meters during the period they are installed to when they are removed by the City.

- 3.) If allowed under Pandemic Restrictions from the State of Missouri and the County of Jackson, the Fair will organize or have another organization plan and set up a Grain Valley Community Parade to occur on the Saturday immediately following Labor Day. The route will need to be approved by the City and the City will provide appropriate traffic control for said parade. The Fair or those working with the Fair will provide door hangers at their expense and will hang said door hangers in the areas impacted by the Parade.
- 4.) If allowed and feasible under Pandemic Restrictions from the State of Missouri and the County of Jackson, the Fair will contract with a Carnival Company to operate a Carnival complete with Rides, Games, and Carnival Food to be part of the Fair.
- 5.) The Fair will promote the Grain Valley Fair throughout the Kansas City Metro Area and Grain Valley through advertising on Social Media, Newspaper Ads, Fair Website, Mailers, Door Hangers, and Targeted Virtual Advertisements at the Fair's expense.
- 6.) The Fair will promote the City as a Presenting Sponsor on all material that goes out with Sponsor information.
- 7.) The City agreed to provide funding for the Grain Valley Fair in an amount authorized in the City's 2020 annual budget. The budgeted amount from the City for 2020 was \$5,000. The City made all funds approved by the Board of Aldermen available for use by the Grain Valley Fair upon execution of the previous Agreement after an invoice was provided by the Fair. All public funds received by the Fair shall be restricted solely for Fair expenses. Private funds received by the Fair if deemed appropriate by the Fair can be used on other Fair sponsored events held within the City of Grain Valley.
- 8.) The Fair shall have two off-duty Police Officers provide security services during the fair, specifically on the Friday and Saturday from 5:00 p.m. to Midnight, at the Fair's expense. Officers will be paid at a rate of \$35 per hour directly from Fair funds.
- 8.) The Fair shall make itself available to provide verbal report and presentations to the Board of Aldermen upon request and submit upon request written reports for the City Administrator's use regarding the Fair.
- 9.) The City and/or its duly authorized agent shall be entitled to inspect the yearly reconciliation form and bank statements of the Fair for compliance with the City's approved budget and the Fair agrees to make such records available to and for the City, upon formal request from the Board of Alderman.
- 10.) The Fair will cooperate fully with the City and consult with the City in receiving recommendations concerning operations.
- 11.) This Agreement shall run for the period from the date of approval by the Board of Aldermen for one year.

- 12.) In the event that either party should seek to terminate this Agreement, which may be terminated for any reason whatsoever, the party seeking to terminate the Agreement shall give written notice of no less than one hundred eighty (180) days to the other party prior to termination of said Agreement.
- 13.) Independent Contractor. It is specifically acknowledged, understood and agreed that the Fair will be acting as a free and independent contractor under the terms of this Agreement. The parties hereto each agree that they shall not:
 - a. Represent in any manner the relationship between them to be anything other than an independent contractor relationship, or
 - b. Represent in any manner that either party has any authority to bind the other in any third-party contractual relationships.
- 14.) Under this Agreement, Grain Valley shall not be deemed to be the employer, partner, joint venture, an associate or any kind of legal designee of the Fair in connection with or flowing from this Agreement, other than that of an independent contractor.
- 15.) The Fair shall have exclusive control over the methods and the order in which work arising under this Agreement is accomplished.
- 16.) Subcontractors. The Fair, subject to policies and procedures adopted by the Fair, may engage the services of any subcontractors or other professional associates in connection with services covered by this Agreement. The City of Grain Valley shall not be liable or responsible for funding any agreements, obligations, or services beyond those which are specifically approved by the City.
- 17.) Default. Grain Valley, at its option, may by written notice to the Fair, declare this Agreement in default if the Fair defaults in the performance of any of its obligations. In the event the Fair is given written notice of the default, the Fair shall have thirty (30) days to cure the default from the date of the written notice requiring a default to be cured. If the default is not cured within the required time period, Grain Valley may immediately terminate the Agreement notwithstanding any provisions herein to the contrary. The Fair, at its option, may by written notice to Grain Valley, declare this Agreement in default if Grain Valley defaults in the performance of any of its obligations hereunder. If Grain Valley fails to cure said default within thirty (30) days of the date of the written notice requiring default to be cured, the Fair may immediately terminate the Agreement notwithstanding any provision herein to the contrary.
- 18.) Insurance. For the duration of the GV Fair, including setup and breakdown, the Fair agrees to maintain the following level of insurance: (a) Commercial General Liability of at least \$1,000,000 for each occurrence. The Fair will require the following level of insurance from the carnival company used: (a) Commercial General Liability of at least \$5,000,000 for each occurrence. The Fair and carnival company will add Grain Valley as an additional insured to our Commercial General Liability and Excess/Umbrella Liability policy. The Fair will provide Grain Valley with copies of certificates of insurance upon your written request.

- 19.) Indemnification. The Fair shall indemnify to the extent permitted by law and save harmless and defend Grain Valley, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of the Fair, its agents, servants or employees occurring in the performance of activities or services under this Agreement. Grain Valley shall indemnify to the extent permitted by law and save the Fair harmless and defend the Fair, its agents, servants, and employees from and against any claim, demand or cause of action whatsoever or whatsoever kind or nature arising out of error, omission or negligent act of Grain Valley, its servants or employees in the performance of services under this Agreement but only to the extent of damages directly resulting from the error, omission or negligent act.
- 20.) Notices. When either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

City of Grain Valley:
City Administrator
PO Box 2934
711 S. Main Street, Grain Valley Missouri
64029
Grain Valley Fair:
PO Box 2934
Grain Valley, Missouri 64029

- 21.) Modifications. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the patties hereto.
- 22.) If significant changes are made to the Grain Valley Fair due to Pandemic Restrictions from the State of Missouri or the County of Jackson, the funds of \$5,000 dollars that were paid to the Fair in the year 2020 will roll forward to the calendar year of 2022 to be used towards the Grain Valley Fair to be held on September 9th and 10th.

WITNESSED WHEREOF, the parties have hereunto executed this Agreement this _____th day of ______, 2021 after being duly authorized by the Board of Aldermen of the City of Grain Valley and the Grain Valley Fair.

Grain Valley Fair	<u>City of Grain Valley</u>
ByName:	By Name:
Title:	Title:
Effective Date:	Effective Date:

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	07/26/2021		
BILL NUMBER	R21-44		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2021 BUDGET TO EXECUTE THE ADOPTED STRATEGIC PLAN AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CANDID FOR BRANDING SERVICES		
REQUESTING DEPARTMENT	Administration		
PRESENTER	Ken Murphy, City Administrator		
FISCAL INFORMATION	Cost as recommended:	\$24,400	
	Budget Line Item:	100-10-72000	
	Balance Available: Current: \$46,823		
		With Amendment: \$71,223	
	New Appropriation Required:	[X] Yes [] No	
PURPOSE	To identify, create and launch a community brand for Grain Valley.		
BACKGROUND	The City underwent strategic planning in the fall of 2020. Through this process, key strategies including undergoing a branding initiative were identified for completion over the next five years. However, the budget for 2021 had already been set and approved by the Board when this process was finalized. Since the Strategic Plan was adopted by the Board, an RFP was released, proposals were reviewed and an interview was conducted to select a firm to complete the branding initiative identified in the plan. This amendment allows for funds to be added to the 2021 budget to execute the strategic plan vision. The remaining funds needed will be budgeted for in 2022.		

	-
SPECIAL NOTES	The Cost as recommended includes \$19,400 in payments to candid for services rendered in 2021. The additional \$5,000 is for incidental costs that come with reaching residents for input, printing needs and other costs that may arise depending on advancement in the development timeline.
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Strategy Overview & Contract

CITY OF GRAIN VALLEY

STATE OF MISSOURI

July 26, 2021

RESOLUTION NUMBER *R21-44*

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2021 BUDGET TO EXECUTE THE ADOPTED STRATEGIC PLAN AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CANDID FOR BRANDING SERVICES

WHEREAS, the Board of Aldermen of the City of Grain Valley adopted the Fiscal Year 2021 budget on November 23, 2020; and

WHEREAS, the Fiscal Year 2021 budget estimates the year's revenues and expenditures; and

WHEREAS, the City finalized a five-year strategic plan in December 2020 after the Fiscal Year 2021 budget was adopted by the Board of Aldermen; and

WHEREAS, it was identified that a branding initiative was an overarching goal of the strategic plan with the process beginning in 2021; and

WHEREAS, it was determined the City would benefit from undergoing a community branding process with a reputable firm and candid was determined to be the best qualified for the project; and

WHEREAS, the 2021 budget needs to be amended to allocate additional dollars to begin the identified branding initiative of the strategic plan.

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

SECTION 1: The Board of Aldermen recognize the need to amend the 2021 budget to execute the branding initiative of the strategic plan.

SECTION 1: The City Administrator is authorized to enter into an agreement with candid for branding services contingent upon the passage of Bill Number B21-17.

PASSED and APPROVED, via voice v	ote, () this	Day of	, 2021.
Chuck Johnston			
Mayor			
ATTEST:			
Jamie Logan City Clerk			

candid®

candid is a creative collective hyper-focused on brand strategy.

We create and redefine brands that elevate businesses through compelling messaging and design.

We're all in.

- We love what we do, we are fiercely loyal and we share our passion and enthusiasm candidly.
- · Office (virtually) in Lee's Summit
- 15+ Municipal, Community and Economic Development clients since founding in 2005

GRAIN VALLEY



BECKY FREETLY
Project Lead – Research
and Management

- Project/task manager extraordinaire
- 25 years marketing and branding experience
- Led all candid Community Branding clients

25% to 30% commitment



SARA FREETLY Strategic Support and Copywriting

- Messaging maven
- Schedule and budget oversight
- Supported all candid Community Branding clients

20% to 25% commitment



JULIE NIEMANN LARSON
Creative Management
and Design

- Chief color officer and creative genius
- 12 years at candid (interior design prior to marketing)
- Led design efforts for all candid Community Brands (city, economic development and private clients, too!)

25% to 30% commitment



PROMOTE THE PROCESS

- Posters and cards City Hall and Community:
 Drive Online
- Utility Bill Inserts
- Website, Social Media and Email



ONLINE

- Dedicated portal: www.brandgrainvalley.com
- City Website
- Social Media
- Newsletters/Email



FACE-TO-FACE

- Town Hall Meetings
- Key Messaging Sessions with All City Departments
 - Administration
 - City Clerk
 - Community Development
 - Finance
 - Municipal Court
 - Parks and Recreation
 - Police
 - Utility Billing
- Elected Officials



PHONE CALLS

- Regional Leaders Around KC
- Business Community
- School District
- Similar or Competitive Cities



PROCESS — GARNER EXCITEMENT

- By nature, engaging all stakeholders and inviting them to be involved in the branding process creates excitement — and buy-in.
- Sharing results and showing their voice was heard, builds consensus.
- Gifting them with new brand swag doesn't hurt!
- Creating a brand that can be adopted by all City
 Departments and integrated or
 co-branded with Chamber,
 Economic Development and
 Schools seals the deal!

TIMELINE

Community Brand Development = 6 - 9 Months

DAY 1 — CONTRACT EXECUTION

(Board of Aldermen Approval Targeted July 12, 2021)

JULY - AUGUST 2021

- Hold meeting with City staff and necessary stakeholders to kick-off the branding project
- Deploy Community Engagement (set up vision survey, online portal)

AUGUST — OCTOBER 2021

- Conduct research
- Hold key messaging sessions

PRESENT BRAND INSIGHTS™ REPORT MID-OCTOBER 2021

- Develop, tweak and adopt brand strategy/position statement
- Create and present initial brand strategy, identity and tagline concepts

NOVEMBER 2021

- Adjust and finalize logo and tagline concepts
- Present final creative platform elements
- Adopt final logo, tagline and creative platform

DECEMBER 2021 - MARCH 2022

- Deliver Brand Standards Guide
- Begin development of brand toolbox and marketing materials
- Brand integration strategy is in place
- Begin brand integration support phase
- · Prioritized, multi-phased brand launch

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Client Agreement for City of Grain Valley)

This Client Agreement (the "Agreement") is dated July 26, 2021 (the "Effective Date") and is between candid, LLC, a Missouri limited liability company ("candid"), and The City of Grain Valley ("Client").

The parties agree as follows:

1. Scope of Work; Payment; and Term

- 1.1 Services. Client hereby engages candid to provide certain services and deliverables to Client (collectively, the "Deliverables"), all of which shall be described in the Scope of Work, which shall be attached to this Agreement as Exhibit B or Scope of Work. Multiple statements of work may be attached to this Agreement as Exhibit B. Each statement of work shall be individually referred to in this Agreement as a "SOW" and collectively as "SOWs".
- 1.2 Payment. candid and Client shall use best efforts to resolve any disputed invoices. Upon the expiration or termination of this Agreement, for any reason and at any time, all sums due to candid by Client shall be immediately due and payable to candid and Client shall pay the same to candid immediately upon said termination or expiration. Notwithstanding anything contrary in this Agreement, Client's obligations to pay candid as outlined in this Agreement shall survive the expiration or termination of this Agreement.
- 1.3 Payment Schedule and Terms: Client shall pay candid a fixed fee for all work performed under this the Statement of Work equal to \$33,500 as follows: \$10,000 due within 30 days of contract execution with five additional installments of \$4,700 invoiced on the first day of each month November 2021 through March 1, 2022. External hard costs to implement the marketing program including printing, CRM and website subscription fees, etc. will be estimated and approved prior to being incurred. Payment is expected within 30 days. Projects outside this scope of work and more than two rounds of changes or revisions will be billed in one-hour increments at \$150 per hour.



1.4 Term and Termination. The initial term of this Agreement shall commence on July 26, 2021 and continue through March 31, 2022 unless either party delivers to the other party written notice, not less than 30 days prior to the end of the term, stating that the party desires not to continue this Agreement. During the term of the engagement, candid will utilize Dropbox to share files with Client. The Dropbox link will expire within 60 days of final deliverables or termination of the agreement, and it is the client's responsibility to download all files housed on Dropbox so as not to incur additional file packaging fees.

If, in good faith, either party determines that the other party has materially breached this Agreement, or that the continuation of this Agreement or the relationship provided for in this Agreement will damage the reputation or goodwill of such party, then that party shall notify the other party of such breach and the breaching party shall have 15 days to cure the breach. If the breach is not cured within 15 days, then the non-breaching party may terminate this Agreement upon 7 days written notice to the other party, provided said written termination notice is delivered to the breaching party within 15 days of the expiration of the 15 day cure period. If this Agreement is terminated early, then the parties shall use their best efforts to fulfill their obligations under this Agreement for the remainder of the Term following a notice of termination.

2. Intellectual Property

2.1 Defined Terms.

"Work Product" means, collectively, without limitation, all Deliverables; writings; works of authorship; inventions; experiments; discoveries; ideas; inventions; experimental processes; experimental results; technology; computer programs; computer applications; software design; web design; algorithms; audiovisual programs; source code; object code; screen formats and flow charts; hardware and software designs; engineering and manufacturing techniques; contracts; agreements; documents: negotiations; information or databases regarding customers, clients, vendors, suppliers, consultants, employees, independent contractors, licensees, or licensors; know-how; strategies; techniques; plans; formulae; notes; communications; procedures; processes; financial information; accounting; pricing policies; cost information; licensing policies; business plans or projections; service policies; work in process; research;



publications; databases; specifications; manuals; results; developments; reports; graphics; drawings; sketches; market studies; product plans; product designs; styles; models; manufacturing information; marketing information; advertising information; sales information; and all printed, physical and electronic copies, improvements, rights and claims related to all of the foregoing, and other tangible embodiments thereof.

"Intellectual Property" means, collectively, without limitation, rights in and to all Work Product and Deliverables, as well as any and all rights in and to copyrights, trade secrets, trademarks and service marks (and related goodwill), patents and other intellectual property rights in or to all of the foregoing, arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations for any of the foregoing regardless if such pending or future applications are published or unpublished, and continuations, divisions, continuations-in-part, reissues, extensions and renewals to any of the foregoing.

- 3. <u>Social Media and Website Domains</u>. If candid, on Client's behalf, purchases or otherwise secures, registers, or uses any social media websites, services, email accounts or marketing tools, or other online accounts as a results of this Agreement ("Online Accounts"), then the same shall be owned by Client unless otherwise provided in a SOW. Notwithstanding the foregoing, Client hereby grants candid the right to use the Online Accounts for purposes of performing candid's obligations under this Agreement and any applicable SOWs; however, candid shall not be responsible for fully managing the Online Accounts or responding to negative postings or conversations on said accounts unless such services are expressly agreed to in a SOW. candid shall not be liable for any content posted on or sent through the Online Accounts. If candid purchases or otherwise secures or registers any domains or internet protocol addresses as a result of this Agreement ("Domains"), the Client will reimburse candid for the same and ownership will be transferred from candid to Client.
- 4. <u>Mutual Nondisclosure of Confidential Information</u>. As a result of this Agreement, each party (the "Receiving Party") is likely to obtain access to the Confidential Information of the other party (the "Disclosing Party"). During the Non-Disclosure Period, the Receiving Party shall not disclose to any person, partnership, or entity, or use for the Receiving Party's own benefit any Confidential



Information of the Disclosing Party. As used herein, "Confidential Information" means, without limitation, (a) all of the Disclosing Party's oral or written information or data disclosed to the Receiving Party which, under the circumstances, would appear to a reasonable person to be confidential or proprietary, including without limitation all Work Product and Intellectual Property of the Disclosing Party; and (b) any information or data of the type described above furnished to the Disclosing Party by third parties which is disclosed to the Receiving Party which the Disclosing Party has assumed obligations of confidentiality. Upon termination of this Agreement for any reason, the Receiving Party shall promptly deliver to the Disclosing Party all software, data, memoranda, notes, records, copies, and other documents and repositories of information (and all copies thereof) constituting or relating to such Confidential Information which the Receiving Party may then possess.

- 4.1. The "Non-Disclosure Period", with respect to any particular item of Confidential Information, means a time period equal to the length of time any such Confidential Information remains confidential. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its owners, managers, employees, agents, independent contractors, and vendors, as required in the ordinary course of the Receiving Party's business, provided such recipient agrees in writing to protect the confidentiality of the Confidential Information to the same extended it is protected in this Agreement.
- 5. <u>Reasonableness of Restrictions</u>. Each party represents and warrants that it has carefully read and considered the provisions in this Agreement and, having done so, agrees that the restrictions set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the interests of the other parties.

6. Miscellaneous.

- **6.1 Disclaimer. candid** does not warrant, represent, or guaranty that (a) its services or the Deliverables will be free from error; or (b) the marketing campaign created by it will be profitable or will have success. **candid** shall not be liable for any loss of profits, sales, or revenues, loss of use, interruption of business or damages arising out of the services provided by **candid** under this Agreement.
- **6.2 Independent Contractor Status. candid** is an independent contractor and not an employee of Client and is therefore fully responsible for its activities



and performance. **candid** has no authority to make any agreements or undertakings on behalf of Client without the prior approval of Client.

- 6.3 Promotion and Publication. Client may publish or disclose information regarding the Work and shall acknowledge the support of **candid** in all such publications. **candid** may use the Client name and logo as part of a client list, promotion and marketing materials, including sales packages and news releases, and social media outlets.
- 6.4 Tax Exempt: The 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.
- 6.5 Disclaimer Of Liability: The City, or any of its agencies, will not hold harmless or indemnify any candid for any liability whatsoever.
- 6.6 Hold Harmless: candid agrees to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the consultant, its agents, employees or representatives, in the performance of the consultant's duties under any agreement resulting from award of this proposal.
- 6.7 Anti-Discrimination Clause: candid shall not in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- **6.8 Assignment.** This Agreement and the rights and obligations in this Agreement may not be assigned by either party without the prior written approval of the other party.
- 6.9 **Governing Law**. This Agreement and any claims arising out of this Agreement (or any other claims arising out of the relationship between the parties) will be governed by and construed in accordance with the laws of the State of Missouri.



6.10 Amendments; Waiver. No amendment to this Agreement shall be deemed valid unless it is in writing and is executed by all of the parties to this Agreement. No waiver will be effective unless and until it is in written form and signed by the waiving party.

6.11 Waiver of Jury Trial. The parties each waive trial by jury in all actions, proceedings, or counterclaims brought by either party against the other on any matter arising out of or in any way connected or related to this Agreement.

6.12Entire Agreement. This Agreement sets forth the complete and entire agreement between the parties relating to the subject matter hereof and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed, or considered by the parties relating to the subject matter hereof.



Total Project Fee: \$33,500

The parties have executed this Agreement as of the date first above written.

candid, LLC	CLIENT:
Sign:	Sign:
Print: <u>Sara Freetly</u>	Print:
Title: <u>partner</u>	Title:
Date: <u>7.12.21</u>	Date:
Invoice preference: email mail strength mail strength mail strength mail strength mail address(s):	
If mailed, please list to what attention (i.e., Adinstructions	, , ,



Exhibit B – Scope of Work

Reference Proposal for RFP #2021-02 Submitted June 3, 2021

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	07/26/2021		
BILL NUMBER	R21-45		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH TANDEM PAVING COMPANY, INC. FOR THE CONSTRUCTION OF THE PHASE 2 PEDESTRIAN TRAIL AT BLUE BRANCH CREEK		
REQUESTING DEPARTMENT	PARKS & RECREATION		
PRESENTER	Shannon Davies, Director of Parks & Recreation		
FISCAL INFORMATION	Cost as recommended:	\$62,000.00 (not to exceed)	
	Budget Line Item:	200-22-78780	
	Balance Available \$314,500.00		
	New Appropriation Required:	[X] Yes [] No	
PURPOSE	To provide pedestrian connectivity between the Sni-A-Bar Farms neighborhoods and the high school campus and downtown corridor.		
BACKGROUND	This project is listed in the Trails Master Plan and Capital Improvements Program, to be completed this year.		
SPECIAL NOTES	None		
ANALYSIS	None		
PUBLIC INFORMATION PROCESS	Development of the Trails Master Plan and subsequent Parks Sales Tax referendum from 2008 included several community forums and presentations to local stakeholders/community groups.		

BOARD OR COMMISSION RECOMMENDATION	Park Board
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Construction Contract, Project Proposal, Memo

CITY OF GRAIN VALLEY

STATE OF MISSOURI

July 26, 2021
RESOLUTION NUMBER
R21-45

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH TANDEM PAVING COMPANY, INC. FOR THE CONSTRUCTION OF THE PHASE 2 PEDESTRIAN TRAIL AT BLUE BRANCH CREEK

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

WHEREAS, the Board of Aldermen of the City of Grain Valley utilizes professional firms for construction projects such as this to ensure that standards are met, and regulations are followed; and

WHEREAS, the City of Grain Valley, Missouri solicited bids for the construction of the Phase 2 Pedestrian Trail at Blue Branch Creek.

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

SECTION 1: The City Administrator is hereby authorized to enter into a contract with Tandem Paving Company, Inc. for the construction of the Phase 2 Pedestrian Trail at Blue Branch Creek.

PASSED and APPROVED, via voice vote, () this	_ Day of, 2021.
Chuck Johnston Mayor	_	
ATTEST:		
Jamie Logan City Clerk	_	

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PARKS AND RECREATION PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this <u>21</u> day of <u>July</u>, by and between the City of Grain Valley, Missouri, ("City"), and <u>Tandem Paving Company, Inc</u>. ("Contractor").

RECITALS:

WHEREAS, the City has solicited bids for and in connection with the construction of the Blue Branch Creek Phase 2 Pedestrian Trails "Project"; and

WHEREAS, the Contractor, in response to such solicitation, has submitted to the City, in the manner specified, a proposal in accordance with the solicitation; and

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, or its his or their successors and assigns, or its, his or their executors and administrators, as follows:

SECTION 1. SCOPE OF WORK

The Contractor shall furnish all materials, supplies, tools, equipment, labor, supervision, and all other incidentals which may be necessary to perform all or a component of the work specified in the invitations for bids for the Project, and shall construct and complete the work described as follows ("Work"):

Provide and install asphalt for a 10' (ten) foot wide pedestrian trail pedestrian trail at Blue Branch Creek as described in the "Proposal/Contract" submitted by Contractor (Proposal 21321), attached hereto as Exhibit C and incorporated by reference.

The City reserves the right to have representatives at the site of the Work as it may decide during the construction to observe the work in progress.

SECTION 2. CONTRACT PRICE

The City, in accordance with Section 34.507, RSMo, shall pay to the Contractor for the performance of the Work the amount of <u>ninety-one dollars and thirty cents per ton</u> (\$91.30 per ton).

SECTION 3. ACCEPTANCE AND PAYMENT

- A. When the Work has been fully completed in accordance with the terms of this Agreement, the City shall make a final inspection, and any defects arising out of the inspection shall be remedied by the Contractor. After final acceptance of the Work by the City, the Contractor shall submit an itemized bill and lien waivers to the City. Upon receipt of the itemized bill and lien waivers, the City shall, within <u>forty-five</u> (45) days, pay the Contractor for the Work based on the lump sum amount stated in Section 3.
- B. In the event the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 13 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

SECTION 4. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under this Agreement.

SECTION 5. COMMENCEMENT OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

- A. Contractor shall not begin the Work until receipt of a written Notice to Proceed from the City, after which the Contractor shall commence the Work within ten (10) calendar days after receipt of the Notice and shall complete the Work within forty-five (45) consecutive calendar days after commencing the Work.
- B. The date of beginning and the time for completion of the work are essential conditions of this Agreement.
- C. In the event that the Contractor fails in the performance of the Work specified and required to be preformed within the periods of time specified, the Contractor shall pay the City, as and for liquidated damages, and not as a penalty, the sum of fifty dollars (\$50.00) per calendar day that the Contractor shall be in default.
- D. Provided that the Contractor has promptly given Written Notice of such delay to the City Engineer, the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following:
 - 1. Acts of war or civil insurrection, breach of this Agreement by the City or any natural occurrence, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or periods of inclement weather such as days of rain (collectively "Excusable Delays"); and
 - 2. Delays of authorized subcontractors occasioned by any of the causes specified in paragraph 1 of this subsection D.

E. In the event that Excusable Delays occur, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld.

SECTION 6. CHANGES IN THE WORK

The City may, at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City shall review and give final approval to all Change Orders.

SECTION 7. SUSPENSION OF WORK, TERMINATION AND DELAY

- A. The City reserves the right to terminate this contract by giving at least fifteen (15) days prior written notice to the Contractor, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price. The City may suspend the work or any portion thereof for a period of not more than thirty (30) days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed and will be allowed an extension of time to complete the Work as mutually agreed to by the parties.
- B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the City, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, such excess shall be paid to a Contractor selected by the City to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the City. Such costs incurred by the City will be determined by the Building Official and incorporated in a Change Order.
- C. Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may

- thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.
- D. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (30) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within (30) days after it is submitted, or the City fails to recommend payment to the Contractor substantially the sum approved by the City or awarded by a court within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the City, terminate the Contract and recover from the City payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the City stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.
- E. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City.

SECTION 8. ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign the contract or subcontract any portion of this contract without written consent of the City. The request for the assignment must be addressed to the City in accordance with Section __. The Contractor is responsible for all work carried out by any Subcontractor.

SECTION 9. SPECIFICATIONS, CODES, AND REGULATIONS

The Contractor shall comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

SECTION 10. CITY REQUIREMENTS; PRIOR APPROVAL

The Contractor shall obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

SECTION 11. PREVAILING WAGES

A. If applicable pursuant to Sections 290.210 to 290.340, RSMo, Contractor shall pay not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri and listed on the current Wage Order for

- Jackson County, a copy of which is available at City Hall, or determined by the Court of Appeal shall be paid to all workers performing work under this contract.
- B. It is further stipulated that the Contractor shall forfeit a penalty to the City of one hundred dollars (\$100.00) or each calendar day, or portion thereof, if a worker is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor.

SECTION 12. CONSTRUCTION SAFETY TRAINING

- A. The Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be onsite at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program as required by Section 292.675 RSMo.
- B. If any on-site employees had not previously completed a construction safety program, Contractor shall require those on-site employees to complete a construction safety within sixty (60) days after the date work on the project commences.
- C. The Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days or will be subject to removal from the project.
- D. The Contractor shall require all if its subcontractors to comply with the requirements of this Article and Section 292.675 RSMo.

SECTION 13. NOTICE OF PENALTY PROVISIONS

- A. Pursuant to Section 292.675 RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500), plus one hundred dollars (\$100) for each on-site employee employed by Contractor or its subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 2 above.
- B. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 2 b and c above have elapsed.
- C. Violations of Section 2 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

SECTION 14. UNAUTHORIZED ALIENS

Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto as **Exhibit A** and incorporated herein, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not

knowingly employ any person who is an unauthorized alien in connection with the contracted services.

SECTION 15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Pursuant to RSMo 34.600, by its sworn affidavit in substantially the form attached hereto as **Exhibit B** and incorporated herein, Contractor hereby affirms it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

SECTION 16. BONDS

A. <u>Performance Bond and Payment Bond</u>. Prior to commencement of construction and ending upon acceptance of the improvement by the City, Contractor shall maintain a performance and payment bond in a form acceptable to the City Attorney, in an amount equal to 100% of the total cost of completing the Work, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of this contract. The performance and payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City prior to the commencement of construction.

SECTION 17. INSURANCE

- A. The Contractor shall procure and maintain in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. In case any or all of this work is subcontracted (in accordance with Section 8), the Contractor shall require the authorized Subcontractor to procure and maintain all insurance required under this Agreement and in like amounts. Contractor shall also require any and all Subcontractors with who it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- B. General Comprehensive Liability Insurance. Concurrent with submitting the signed Agreement to the City, Contractor shall provide the the City with a certificate of insurance evidencing a commercial general liability insurance policy with coverages of not less than the Inflation Adjusted Waiver Amounts for claims (i) arising out of a single accident or occurrence and, (ii) for any one person in a single accident or occurrence (the "Insurance Policy"). The Insurance Policy shall provide coverage for dangerous conditions on public property and the operation of motor vehicles and motorized vehicles, and any exclusions to the contrary shall be deleted. The Insurance Policy shall be adjusted upward annually, to remain at all times not less than the most recently published Inflation Adjusted Waiver Amounts. The Insurance Policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the City. The City shall be listed as

additional insureds on such certificate. The Insurance Policy shall include a severability of interest clause and the insurance shall be primary with respect to any applicable insurance maintained by the City. The requirements of this section shall terminate upon the City's acceptance of the Work in accordance with Section ____. This section and the Insurance Policy shall not affect the City's ability to claim sovereign immunity as a defense to any demand, claim, proceeding, action or lawsuit arising from or in connection with the Contractor's performance of this Agreement. For purposes of this Section, "Inflation Adjusted Waiver Amounts" shall mean the amounts published on an annual basis in the Missouri Register pursuant to Section 537.610, RSMo, which are the inflation adjusted amounts of the absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610, RSMo. At the effective date of the Agreement the Inflation Adjusted Waiver Amounts were \$441,130 for any one person per occurrence and \$2,940,868 for claims arising out of a single accident or occurrence. The minimum limits for commercial general liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.

- C. Workers' Compensation and Employer's Liability Insurance: Contractor shall obtain and keep in force workers compensation insurance at statutory limits and Employer's Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) (may include an umbrella policy). Contractor shall provide the City with proof of such coverage of all employees working on location in connection with the Work to be completed under this Agreement.
- D. Commercial Automobile Liability Insurance: Contractor shall obtain and keep in force commercial automobile liability insurance with a minimum limit of \$441,130 for any one person per occurrence and \$2,940,868 for claims arising out of a single accident or occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement, by the Contractor or Subcontractors. The minimum limits for commercial automobile liability insurance may be satisfied by maintaining excess/umbrella liability coverage in an amount sufficient to meet the minimum limits.
- A. <u>Proof of Insurance</u>. Contractor must supply evidence of its insurance coverage in the form of a Certificate of Insurance and proof that this insurance coverage cannot be canceled without giving the City thirty (30) days advance written notice. The Certificate of Insurance must be provided before the Contractor commences the Work. In the event of a loss, Contractor waives any subrogation right Contractor may have against the City arising out of the loss or payment of insurance.

SECTION 18. LIABILITY AND INDEMNITY

B. General Indemnity. Contractor shall indemnify, release, defend, be responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, 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 Contractor or its agents, employees, or Subcontractors, to the extent such loss or injury occurs during the construction of the Improvements and operation of the business expressly authorized herein; provided, however, that Contractor need not save harmless the City from claims, demands, losses and expenses arising out or to the extent caused by the sole negligence of the City, its employees or agents.

- C. <u>Indemnity for failure to provide bonds</u>. Contractor shall indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of Contractor to provide the bonds set forth in Section 15.
- D. No Limitations or Waiver. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Contractor, as the case may be, under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Contractor, as the case may be. The City does not, and shall not, waive any rights against Contractor which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by Contractor (as the case may be), of any of the insurance policies described in this Agreement. In addition, the parties agree that this indemnification by Contractor shall not be limited by reason of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- E. <u>Notification of Claims</u>. With respect to any claims which are subject to indemnity hereunder, Contractor shall immediately notify the City of any and all claims filed against Contractor and the City jointly and shall provide the City with a copy of the same.
- F. <u>Use of Independent Contractors</u>. The fact that Contractor, as the case may be, carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, the Contractor's duty of defense and indemnification under this section.

SECTION 19. GUARANTEE

The Contractor hereby expressly guarantees the Work as to workmanship and quality of materials used in connection with this Agreement for a term of one (1) year commencing from the date the City accepts the Work in accordance with Section 3.

SECTION 20. GENERAL PROVISIONS

A. <u>Conflict of Interest</u>. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of Section 105.450, RSMo, et seq. shall not be violated.

- B. <u>Nondiscrimination</u>. The Contractor agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
- C. <u>Notice</u>. Any notice required or permitted by this Agreement shall be in writing and will be deemed effective when personally delivered in writing (with receipt for delivery) or three (3) days after notice is deposited with the United States Postal Service, postage prepaid, certified and return receipt requested, addressed as follows:

If Contractor:	Tandem Paving Company, Inc.	
	Attn:	
If City:	City of Grain Valley, Missouri	
	Attn: Shannon Davies	
	713 Main Street	
	Grain Valley, MO 64029	

- D. Entire Agreement. This Agreement and the acts provided for herein is the entire agreement between the parties with respect to the subject matter hereof, the terms and provisions of this Agreement are contractual and not mere recitals and no alterations, amendment, modification, or interpretation hereof shall be binding unless in writing and signed by all parties. The underlined paragraph headings are for the convenience of the reader, and are not intended to modify, expand or limit the material terms of each section or subsection in this Agreement. All Exhibits referenced in this Agreement are incorporated into this Agreement by such reference as if set forth in full in the text of this Agreement.
- E. <u>Jointly Drafted</u>. The parties hereto agree that this Agreement has been jointly drafted and shall not be construed more strongly against either party.
- F. <u>Applicable Law</u>. This Agreement shall be governed by and construed according to the laws of the State of Missouri.
- G. No Oral Modifications. This Agreement represents the full agreement between the Parties with respect to the subject matter set forth herein and supersedes any and all prior negotiations and understandings between them. Neither this Agreement nor any provisions of it may be modified, amended, waived, discharged or terminated, in whole or in part, except in writing signed by the party against whom enforcement of any change, modification, waiver, extension or discharge is sought.
- H. <u>Waiver</u>. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other or subsequent breach of the same or any other term or condition, nor shall it constitute a continuing waiver.
- I. <u>Severability</u>. Any provision of this Agreement which is not enforceable according to law will be severed herefrom, and the remaining provisions shall be enforced to the fullest

extent permitted by law.

- J. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- K. <u>Authority</u>. The undersigned represent that they each have the authority and capacity from the respective Parties to execute this Agreement.

SECTION 21. EFFECTIVE DATE

This contract will not be binding and effective until confirmed by the City.

(the rest of page intentionally left blank)

IN WITNESS WHEREOF: The parties have executed this contract as of the day and year first above written.

CITY OF GRAIN VALLEY, MISSO	DURI
BY:	
ATTEST:	
, City	Clerk
STATE OF MISSOURI))ss. County of JACKSON)	
On this day of	, 20, before me personally appeared
is the Mayor/City Administrator of corporation, that said instrument wa	me known, who being by me duly sworn, did say that he/she the City of Grain Valley, Missouri, a Missouri municipal as signed on behalf of said corporation by authority of its dged said instrument to be the free act and deed of said
IN WITNESS WHEREOF, I have and year last above written.	hereunto set my hand and affixed my notarial seal the day
	Print Name: Notary Public in and for said County and State
My Commission Expires:	

TANDEM PAVING COMPANY, INC.

BY:				
TITLE:				
STATE OF MISSOURI)			
County of JACKSON)ss.)			
On this day of notary public, personally ap be the person(s) whose name he/she/they executed the sam set my hand and official seal	pearede(s) is/are subscribed the for the purposes the	o the within ins	, kn strument and ackno	own to me to owledged that
IN WITNESS WHEREOF and year last above written.	F, I have hereunto set	my hand and a	affixed my notaria	ıl seal the day
	Print Name: _		County and State	-
My Commission Expires:	riotaly I ublic	, in and for said	County and State	

EXHIBIT A

CITY OF GRAIN VALLEY, MISSOURI WORK AUTHORIZATION AFFIDAVIT PURSUANT TO 285.530, RSMo

(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

)

STATE OF MISSOURI

) ss.
COUNTY OF JACKSON)
As used in this Affidavit, the following terms shall have the following meanings:
EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.
FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.
KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.
UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).
BEFORE ME, the undersigned authority, personally appeared, who, being duly sworn, states on his oath or affirmation as follows:
1. My name is and I am currently the of (hereinafter "Contractor"), whose business address is, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Grain Valley, Missouri:
<u> </u>

- 4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.			
	AFFIANT SIC	AFFIANT SIGNATURE	
	AFFIANT PRINTED NAME		
Subscribed and sworn to before me this _	day of	, 20	
My Commission Expires:	Notary Public		

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

(Printed Name)

- 1. A valid, completed copy of the first page identifying the Contractor; and
- 2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security Verification Division.

EXHIBIT B

CITY OF GRAIN VALLEY, MISSOURI COMPLIANCE WITH THE ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT PURSUANT TO 34.600, RSMo (FOR ALL CONTRACTS IN EXCESS OF \$100,000.00 WITH A COMPANY WITH 10 OR MORE EMPLOYEES)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

The undersigned, having been duly sworn, states as follows:

As used in this Affidavit, the following terms shall have the following meanings:

- (1) "Boycott Israel" and "boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion;
- (2) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

The undersigned, as a duly authorized representative of the Company hereby affirms that the Company is not currently engaged in and shall not, for the duration of the contract will engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by,

or organized under the laws of the State of Israel.	ael; or persons or entities do	oing business in the State of
	AFFIANT SIG	NATURE
	AFFIANT PRI	NTED NAME
Subscribed and sworn to before me this	day of	, 20
My Commission Expires:	Notary Public	
	(Printed Name)	



Proposal/Contract

July 7, 2021 Proposal 21321

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

Work to be performed at: Butterfly Park Connector/Blue Branch Spur Trail & Parking Lot

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

BASE BID:

- Provide and install 4" (1 lift) of Type 5 modified (30% recycle) asphalt.
- Asphalt placed on base rock provided and installed by others.
- Asphalt to be placed from tri-axle dump trucks directly into the paver.
- Any tree limbs that overhang the trail shall be removed by owner prior to start of project.
- All work completed in 1 move-in.

Excludes: Bonds, permits, testing, staking, base rock, tack coat/prime coat, lane closure, traffic control, base preparation, and striping.

Notes:

- Excludes prevailing wage rates.
- Taxes are excluded in price.

Base Bid: (Ninety-one dollars & thirty cents per ton)

\$91.30 per ton

816.229.6398

816.229.3929

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workman-likemanner.

It is the responsibility of the management of the property to ensure the areas agreed upon are cleared of cars and/or traffic when necessary. Tandem Paving Co., Inc. will provide proper barricades after the agreed upon lot(s) is/are cleared. In instances where the areas are not cleared, it is the responsibility of the property management to have the car(s) removed at their/car owner's expense. If the crew has to return to the project to finish the job an additional \$10,000.00 mobilization fee will be billed per mobilization. Subject to availability of material and existing schedule. Work will not start without a signed proposal.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Tandem Paving Co., Inc., will take out workmen's compensation and public liability insurance on above work.

617 SE INDUSTRIAL DRIVE OFFICE: BLUE SPRINGS, MO 64014 FAX:

Notice To Owner: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this contract pursuant to chapter 429.RSMo. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

***Please sign this proposal and fax back. Work will not start until a signed proposal is received.

With payment to be made as follows: Net 15 days from receipt of invoice.

A 3% credit card transaction fee will be added to total invoice amount if payment is made via credit card. We accept: Visa, MasterCard, Discover, American Express

Respectfully submitted,

David D. Smith, IV

President

Email: dave@tandempaving.com

We may withdraw this proposal if not accepted with 20 days.

Accepted by: _____ Date: _____



MEMO

To: Mayor & Board of Aldermen

Ken Murphy, City Administrator

From: Shannon Davies, Parks & Recreation

Date: 7/20/2021

Re: Construction of Blue Branch Creek Trails, Phase 2

Mayor & Members of the Board,

City staff continue to make progress this summer towards the completion of recreational pathways as part of the Blue Branch Creek, Phase 2 Trail Project. As you recall, the pedestrian bridge over Blue Branch Creek was installed this past April and since then, City staff have been working on the trails that will connect to either end of the bridge extending south to Cross Creek Drive and Laura Lane, north to the high school campus, and connect to the existing trail that runs parallel to Blue Branch Creek.

We chose to do all clearing/grubbing, placement of base rock, compaction, and miscellaneous concrete flatwork in-house because not only do we have the expertise and equipment for project tasks such as this, but this also results in considerable project savings in labor and mobilization by not contracting these tasks with a private firm. Even most of the trail design was completed internally by our city engineer.

The installation of the asphalt for the trail is not something we are able to do in-house. The initial intent was to utilize our existing asphalt contract for city streets with Superior Bowen for the installation of the trail. In our opinion, the bid submitted by Superior Bowen for this project was too high. So, our city engineer solicited bids from other asphalt firms for this project. The bids submitted are as follows:

Tandem Paving Company, Inc. \$60,075.00

WIL-PAV, Inc. \$64,977.00

Superior Bowen \$73,696.00 – Initial Bid

\$67,116.00 - Revised Bid

Not only does the quoted bid include the Blue Branch Creek Phase 2 trails but it also includes the asphalt installation of a smaller trail that will connect existing sidewalk on 40 Highway to the Butterfly Trail Loop just south of Hanneman & Ward, D.D.S.

We respectfully request to move forward with Tandem Paving Company, Inc for the asphalt installation of these trails.

Thank you,

Shannon Davies
Grain Valley Parks and Recreation Director

MIEMIONALLYLEEFERINA

Ordinances

MIEMIONALLYLEEFERINA

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	04/12/2021, 07/26/2021	
BILL NUMBER	B21-09	
AGENDA TITLE	AN ORDINANCE AMENDING THE GRAIN VALLEY MUNICIPAL CODE CHAPTER 500: BUILDINGS AND BUILDING REGULATIONS, ARTICLES I, II, III, IV, V, VII, VIII, IX, X, XI AND ADOPTING THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE	
REQUESTING DEPARTMENT	Community Development	
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 update building codes to the 2018 edition	
BACKGROUND	The City of Grain Valley is currently working under the 2012 edition of the building code.	
SPECIAL NOTES	None	
ANALYSIS	This is a necessary step in ensuring that all buildings in Grain Valley are built to the most used standards.	
PUBLIC INFORMATION PROCESS	The building community has been made aware and was notified of opportunities for input throughout the City code change process. Current and past developers/builders were notified of a meeting held on March 19, 2021. Twenty (20) developers/builders were in attendance.	

BOARD OR COMMISSION RECOMMENDATION	Shared all codes and amendments with the Construction Code Board of Appeal with no negative responses.	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.	
REFERENCE DOCUMENTS ATTACHED	Ordinance, Attachment "A", Memo from Mike Russell, Building Official	

CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B21-09</u>	ORDINANCE NO.
------------------------	---------------

SECOND READING
FIRST READING

April 12, 2021 (6-0)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF GRAIN VALLEY TITLE V. BUILDING CODE CHAPTER 500: BUILDINGS AND BUILDING REGULATIONS, ARTICLES I, II, III, IV, V, VI, VII, VIII, IX, X, XI AND ADOPTING THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, has determined that it is desirable to have updated codes to be consistent with the region when appropriate and to provide for the safest and most efficient standards in building and consistency within the construction community and surrounding jurisdictions; and

WHEREAS, the Construction Code Board of Appeals has considered the changes and deemed it to be within the best interest of the City to make the following changes: and

WHEREAS, the Board of Aldermen has considered this change and deemed it to be within the best interest of the City to make the following changes.

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

SECTION 1: Title V. Building Code Chapter 500: Articles I, II, III, IV, V, VII, VIII, IX, X, XI of the Grain Valley Missouri Municipal Code is hereby amended as shown in Attachment "A".

SECTION 2: Title V. Building Code Chapter 500: Article XV Adopting the 2018 International Swimming Pool and Spa Code.

SECTION 3: Title V. Building Code Chapter 500: Adopting the International Building Codes and amendments for use on May 1st, 2021.

Approved as to form:

Lauber Municipal Law City Attorney	Chuck Johnston Mayor
ATTEST:	
Jamie Logan City Clerk	

ATTACHMENT "A"

TITLE V. BUILDING CODE

CHAPTER 500: BUILDINGS AND BUILDING REGULATIONS

Cross References—Fire prevention and protection, ch. 205; flood damage prevention and control, ch. 415; solid waste, ch. 235; health and sanitation, ch.245; mobile homes and trailers, ch.410; parks and recreation, ch. 240; sewers and sewage disposal, 705.010 et seq; streets, sidewalks and public places, ch.505; utilities, ch.700; Ord. No. 923 adopted the standards specifications and design criteria of the Kansas City chapter A.P.W.A. as the standards for construction of public utilities and infrastructures within the city, these specifications are on file in the city office.

Article I In General

Section 500.010 **Reference Copies.** [Code 1985, §47.130; CC 1990 §5-1; Ord. No. 2271 §1, 12-3-2012]

The City Clerk is hereby authorized and instructed to obtain one (1) copy of each code mentioned in this Chapter.

Section 500.020 Violations — Penalty. [Code 1985, §47.140; CC 1990 §5-2; Ord. No. 2271 §1, 12-3-2012]

- A. Any person who shall violate any provision of this Chapter or any of the codes adopted in this Chapter shall be deemed guilty of a misdemeanor.
- B. Upon conviction, a person found violating any provisions of this Chapter shall be subject to punishment as provided in Section **100.110** of this Code.

Section 500.030 **Powers and Duties of the Building Inspector.** [Code 1985, §46.140; CC 1990 §5-82; Ord. No. 2271 §1, 12-3-2012]

- A. The person designated as Building Inspector by the City shall enforce the provisions of this Chapter and is hereby authorized to make inspections or respond to a complaint that an alleged violation of the provisions of this Chapter or of applicable rules or regulations pursuant thereto may exist; or when the person designated as Building Inspector by the City has valid reason to believe that a violation of this Chapter or any rules and regulations pursuant thereto has been or is being committed.
- B. The person designated as Building Inspector by the City or his/her authorized agent is hereby authorized to enter and inspect between the hours of 8:00 A.M. and 5:00 P.M. all dwellings, dwelling units, and rooming houses, rooming units, dormitories and dormitory rooms subject to the provisions of this Chapter for the purpose of determining whether there is compliance with its provisions.
- C. The person designated as Building Inspector by the City or his/her authorized agent is hereby authorized to inspect the premises surrounding dwellings, dwelling units, rooming houses, rooming units, dormitories and dormitory rooms subject to this Chapter for the purpose of determining whether there is compliance with its provisions.

- D. The person designated as Building Code Inspector by the City or his/her authorized agent and the owner, occupant or other person in charge of a dwelling, dwelling unit, rooming unit, rooming house or dormitory room subject to this Chapter may agree to an inspection by appointment at a time other than the hours provided by Subsection (**B**) of this Section.
- E. The owner, occupant or other person in charge of a dwelling, dwelling unit, rooming unit, rooming house or dormitory room upon presentation of proper identification by the person designated as Building Code Inspector by the City or his/her authorized agent shall give the person designated as Building Code Inspector by the City or his/her authorized agent entry and free access to every part of the dwelling, dwelling unit, rooming unit or dormitory room or to the premises surrounding any of these.
- F. The person designated as Building Inspector by the City or his/her authorized agent shall keep confidential all evidence, exclusive of the inspection record, which it may discover or obtain in the course of an inspection made pursuant to this Section and such evidence shall be considered privileged.
- G. If any owner, occupant, or other person in charge of a dwelling, dwelling unit or rooming unit, or of a multiple dwelling or a rooming house fails or refuses to permit free access and entry to the structure or premises under his/her control, or any part thereof, with respect to which an inspection authorized by this Chapter is sought to be made, the person designated as Building Inspector by the City or his/her authorized agent may, upon a showing that probable cause exists for the inspection and for the issuance of an order directing compliance with the inspection requirements of this Section with respect to such dwelling, dwelling unit, rooming unit, multiple dwelling, or rooming house, petition and obtain such order from a court of competent jurisdiction. When required, the person designated as Building Inspector by the City or his/her authorized agent shall obtain the necessary order from the court to conduct the inspection.

Section 500.040 **Rules and Regulations.** [Code 1985, §46.160; CC 1990 §5-83; Ord. No. 2271 §1, 12-3-2012]

The person designated as Building Inspector by the City or his/her authorized agent is hereby authorized to make, adopt, revise and amend procedural rules and regulations as it deems necessary to administer the purposes of this Chapter.

Section 500.050 **Notice of Violation.** [Code 1985, §46.170; CC 1990 §5-84; Ord. No. 2271 §1, 12-3-2012]

- A. Whenever the person designated as Building Inspector by the City or his/her authorized agent determines that any dwelling, dwelling unit, or rooming unit, or the premises surrounding any of these, fails to meet the requirements set forth in this Chapter or in applicable rules and regulations issued pursuant thereto, the person designated as Building Inspector by the City or his/her authorized agent in accordance with existing legislation shall issue a notice setting forth the alleged failures, and advising the owner, occupant, operator, or agent that such failures must be corrected. This notice shall:
- 1. Be in writing.
- 2. Set forth the alleged violations of this Chapter or of applicable rules and regulations issued pursuant thereto.

- 3. Describe the dwelling, dwelling unit or rooming unit where the violations are alleged to exist or to have been committed. Such written notice shall specify an appropriate or acceptable method of correction.
- 4. Specify a specific date for the correction of any violation alleged.
- 5. Be served upon the owner, occupant, operator, or agent of the dwelling, dwelling unit, or rooming unit personally, or by registered mail, return receipt requested, addressed to the owner, occupant, operator or agent. If one (1) or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting the notice in or about the dwelling, dwelling unit or rooming unit described in the notice, or by causing such notice to be published in a newspaper of general circulation for a period of seven (7) consecutive days.
- B. At the end of the period of time allowed for the correction of any violation alleged, the person designated as Building Inspector by the City or his/her authorized agent shall re-inspect the dwelling, dwelling unit or rooming unit described in the notice.
- C. If upon re-inspection the violations are determined by the person designated as Building Inspector by the City or his/her authorized agent not to have been corrected, the person designated as Building Inspector by the City or his/her authorized agent shall initiate legal proceedings for the immediate correction of the alleged violations or shall order the dwelling, dwelling unit or rooming unit vacated within thirty (30) days, or both.

Section 500.060 **Appeals Board** — **Appeals.** [Code 1985, §46.210; CC 1990 §5-85; Ord. No. 1928, 11-26-2007; Ord. No. 2271 §1, 12-3-2012]

- A. There is hereby created a Construction Code Board of Appeals consisting of five (5) members who shall be appointed by the Mayor with the approval of the Board of Aldermen.
- B. The Construction Code Board of Appeals shall adopt reasonable rules and regulations for the conduct of its meetings and investigations and shall render all decisions and findings in writing to the Mayor of the City and all decisions and findings shall be made part of the public record.
- C. Any person aggrieved by a notice of the person designated as Building Inspector by the City or his/her authorized agent issued in connection with any alleged violation of this Chapter or of any applicable rule or regulation issued pursuant thereto or by any order requiring repair or demolition may apply to the Construction Code Board of Appeals for an administrative conference for reconsideration of such notice or order provided such application is made within twenty-one (21) days after the date the notice or order was issued. If the Construction Code Board of Appeals holds an administrative conference for reconsideration of notice or order, the Construction Code Board of Appeals shall prepare a summary of the conference and shall state the decision reached. Such summary and statement shall become part of the public record. In no case shall the Board provide a general change in the code and in no case shall the Board decide an appeal from an action of the Board of Aldermen.
- D. The Construction Code Board of Appeals upon receipt of an appeal shall set a time and place for the hearing within ten (10) days of the receipt of such application and shall advise the applicant in writing of such time and place at least seven (7) days prior to the date of the hearing.
- E. At such a hearing the applicant shall be given an opportunity to be heard and to show cause why such

notice or order should be modified, extended or withdrawn.

- F. The Construction Code Board of Appeals, by a majority vote, may sustain, modify or withdraw the notice or order. In granting an extension or modification of any notice or order, the Construction Code Board of Appeals shall observe the following conditions:
- 1. The Construction Code Board of Appeals may grant an extension of time for the compliance of any order or notice for not more than six (6) months subject to appropriate conditions and provided that the Appeals Board makes specific findings of fact based on evidence relating to the following:
- a. There are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.
- b. Such an extension is in harmony with the general purpose and intent of this Chapter in securing the public health, safety and general welfare.
- 2. The Construction Code Board of Appeals may grant a modification in a specific case and from a specific provision of this Chapter subject to appropriate conditions and provided the Construction Code Board of Appeals makes specific findings of fact based on evidence related to the following:
- a. There are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.
- b. The effect of the application of the provisions would be arbitrary in the specific case.
- c. An modification would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships and this arbitrary effect.
- d. Such modification is in harmony with the general purpose and intent of this Chapter in securing the public health, safety and general welfare.

Section 500.070 **Emergencies.** [Code 1985, §46.220; CC 1990 §5-86; Ord. No. 2271 §1, 12-3-2012]

- A. Whenever, in the judgment of the person designated as Building Inspector by the City or his/her authorized agent, an emergency exists which requires immediate action to protect the public health, safety, or welfare, an order may be issued, without a hearing or appeal, directing the owner, occupant, operator, or agent to take such action as is appropriate to correct or abate the emergency. If circumstances warrant, the person designated as Building Inspector by the City or his/her authorized agent may act to correct or abate the emergency.
- B. The owner, occupant, operator, or agent shall be granted a hearing before the Board of Aldermen on the matter upon his/her request, as soon as practicable, but such appeal shall in no case stay the abatement or correction of such emergency.

Section 500.075 Certain Trades to Have Licenses. [Ord. No. 2052, 11-10-2009; Ord. No. 2271 §1, 12-3-2012; Ord. No. 2471, 8-12-2019]

A. The provisions of this Section shall take precedence over any portions of the International Codes as

adopted by the City of Grain Valley.

B. Definitions. For the purposes of this Section, the following words and phrases shall have the meanings respectively ascribed to them:

ELECTRICAL CONTRACTOR

Any person, business, organization, partnership, corporation or sole proprietorship that engages in the business of contraction for installation, alteration, repair, assembly, maintenance or service of electrical systems within the City of Grain Valley.

MECHANICAL CONTRACTOR

Any person, business, organization, partnership, corporation or sole proprietorship that engages in the business of contraction for installation, alteration, repair, assembly, maintenance or service of heating, ventilating and air-conditioning (HVAC) systems within the City of Grain Valley.

PLUMBING CONTRACTOR

Any person, business, organization, partnership, corporation or sole proprietorship that engages in the business of contraction for installation, alteration, repair, assembly, maintenance or service of plumbing systems and fixtures within the City of Grain Valley.

- C. No electrical, mechanical or plumbing contractor, as defined herein, or other person, business, organization, partnership or corporation shall contract to perform or sublet any work to a person not licensed for such work under the provisions of this Section or perform building, electrical, mechanical or plumbing work, unless at least one (1) person who is licensed as set forth herein is an employee of the business, organization, partnership or corporation to do or doing the building.
- D. To be properly licensed, a person must hold, at the time of contracting and at the time of the performance of the work, a valid Master trade license from the State of Missouri, City of Kansas City, Missouri; the City of Independence, Missouri; Johnson County, Kansas; a Thomson (formerly Block and Associates) test certificate; or ICC Contractor Examination Services test certificate or other nationally recognized equivalent with a minimum score of seventy-five percent (75%).
- E. Licenses Are Not Transferable. The right of a person, business, organization, partnership or corporation to do business as a contractor as defined in Subsection (**B**) depends upon the retention of the person holding the Master certification or test certificate. The Director of Community Development or designee may request documentation to verify the person holding the certification is a current employee, member or officer of the business, organization, partnership or corporation.
- F. No permit shall be issued for the performance of electrical, mechanical or plumbing work as defined in this Section unless said work will be performed in compliance with Subsection (**C**) and a valid license or test certificate as required in Subsection (**D**) is provided for the inspection at the time the permit is applied for or received.
- G. Exceptions. The following persons shall not be required to comply with the above licensing requirements:
- 1. Craftsmen, employees or agents working for and under the supervision of a contractor licensed under

this Article for any type of construction being undertaken.

- 2. Manufacturer's representatives working under the direct supervision of a licensed individual and/or sales representative installing low-amperage fixtures that they have sold to the location where it is being installed.
- 3. Any person currently occupying and doing work regulated by this Section in an existing single-family dwelling used exclusively for living purposes, including the usual detached accessory building(s), providing such person certifies that he/she is occupying the existing dwelling and is the bona fide owner of such dwelling and accessory building(s) and that said owner shall personally purchase all material and perform all labor in connection therewith, providing that all such work shall be subject to permit, inspection and approval in accordance with the terms of this Article.
- H. As a condition precedent to the issuance of an occupational license involving electrical, mechanical or plumbing work, the applicant shall furnish to the City of Grain Valley a certificate of insurance evidencing that the applicant has in force a policy of general liability insurance, including completed operations coverage during the term of the building permit. Such insurance policy shall be written with an insurance company listed to do business in the State of Missouri. All contractors shall maintain general liability coverage in an amount no less than five hundred thousand dollars (\$500,000.00) per occurrence for personal injuries and property damage. In addition, every such contractor shall procure and maintain workers' compensation insurance as required by law. Proof of insurance shall be provided at the time of licensure and shall have the City of Grain Valley added as a certificate holder to the insurance policy. The insurance policy shall require the insurance company to notify the City of Grain Valley in writing any change or cancellation of such policy at least ten (10) days prior thereto. In addition to the aforementioned insurance requirements, any licensed contractor performing work in the City right-of-way as a condition of a building permit must meet the bonding requirements set forth in Section 505.080, Bond Prerequisite To Issuance.
- 1. The Director of Community Development or designee shall have the power to suspend or revoke any license granted under the terms and provisions of this Chapter whenever it shall be shown or whenever they have knowledge that a licensee is conducting said business or manufacturing in violation of any ordinance of the City.
- 2. Where action of suspension or revocation is to be taken pursuant to this Chapter, the licensee shall have fifteen (15) days' written notice of the Director of Community Development or designee's intention to suspend or revoke the license prior to such suspension or revocation. Such written notice shall be directed by certified or registered US mail to the business address of the licensee on such licensee's application on file in the office of the City Clerk and shall specify the grounds upon which the license is sought to be suspended or revoked.
- 3. The licensee shall have full right to request a hearing and to be represented by counsel at such hearing, to produce witnesses in his/her behalf, and any such hearing, as herein provided, shall be before the Construction Code Board of Appeals.
- 4. The Director of Community Development or designee may suspend any said license for a period not to exceed ninety (90) days.

I. Any person, corporation or partnership violating the requirements of this Section may be punished as set forth in Section **100.110** of this Code.

Article II **Building Code**

Cross Reference—Fire prevention codes, §205.040 et seq.

Section 500.080 **Building Code** — **Adoption** — **Amendments.**

- A. Adopt the 2018 International Building Code and supplements published by the International Code Council for all construction other than one- and two-family residential for use May 1, 2021.
- B. Appendix Chapters to be adopted: B, C, E, F, G, I, J.
- C. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 109.2 Schedule of Fees. Fees for all building, sign, demolition or other permits required within shall be set forth in Section **140.050** of the Grain Valley Municipal Code. A separate plan review fee shall be assessed on all commercial construction as set forth in Section **140.050** of the Code.

Section 109.4 Work Commencing Before Permit Issuance. Any person who commences work on any project that requires a permit before the permit is issued will be assessed a double permit fee.

Section 114.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

Section 423.4 Storm Shelters is hereby amended to add the following language. Exception 4. Group E occupancies that undergo alterations or additions where the cost of compliance with ICC 500 Section 702 is greater than 20% of the total project cost may omit the requirements of ICC 500 Section 702 only.

Section 501.2 Premises identification is hereby amended to add the following language. In multi-tenant commercial buildings where tenants have multiple entrances located on different sides of the building, each door shall be addressed. Address characters shall be capable of being illuminated by an internal or external lighting source.

Section 901.5 Acceptance test is hereby amended to read as follows. Fire detection and alarm systems, fire extinguishing systems, fire hydrant systems, fire standpipe systems, fire pump systems, private fire service main and all other fire protection systems and appurtenances thereto shall be subject to acceptances test(s) as contained in the installation standards and as approved by the Building Official or his/her agent. The Building Department shall be notified twenty-four (24) hours before any required acceptance testing.

Section 903.2.4 Group F is hereby amended to read as follows. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

- 1) A Group F-1 fire area exceeds 12,000 square feet. (1115 m2).
- 2) A Group F-1 fire area is located more than two stories above grade plane.
- 3) The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m2)

4) A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2, 500 square feet (232 m2).

Section 903.2.7 Group M is hereby amended to read as follows. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exist.

- 1) A Group M fire area exceeds twelve thousand (12,000) square feet (1,115 m2)
- 2) A Group M fire area is located more than two (2) stories above grade plane.
- 3) The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds twenty-four thousand (24,000) square feet (2,230 m2)
- 4) A Group M occupancy used for display and sale of upholstered furniture or mattresses exceeds fire thousand (5,000) square feet (464 m2)

Section 903.2.9 Group S-1 is hereby amended to read as follows. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists.

- 1) Where a Group S-1 fire area exceeds twelve thousand (12,000) square feet (1,115 m2)
- 2) A Group S-1 fire area is located more than two (2) stories above grade.
- 3) The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds twenty-four thousand (24,000) square feet (2,230 m2).
- 4) A Group S-1 fire area is used for the storage of commercial trucks or buses where the fire area exceeds five thousand (5,000) square feet 464 m2).
- 5) A Group S-1 fire area used for the storage of upholstered furniture or mattress exceeds two-thousand five hundred (2,500) square feet (232 m2).

Section 903.2.9.1 Repair garages is here by amended to read as follows. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown.

- 1) Building two (2) or more stories in height, including basements, with a fire area containing a repair garage exceeding five thousand (5,000) square feet (464 m2)
- 2) Buildings no more than one story above grade plane with a fire area containing a repair garage exceeding five thousand (5,000) square feet (464 m2)
- 3) Buildings with a repair garages servicing vehicles parked in basements.
- 4) A Group S-1 fire area used for the repair of commercial trucks or buses where the fire area exceeds five thousand (5,000) square feet (464 m2).

Section 903.2.11.3 Buildings 55 feet or more in height is hereby amended to read as follow. Building more than two stories in height. An automatic sprinkler system shall be installed throughout buildings with a floor level more than two stories above the lowest level of fire department vehicle access.

Exceptions.

1) Open parking garages

Section 903.3.7 Fire department connection is hereby added to read as follows. The location of Fire Department connections shall be approved by the Fire Code Official. Connections shall be five-inch Storz

type fittings and located within one hundred (100) feet of a fire hydrant, or as approved by the Fire Code Official.

Section 903.4.2 Alarms is hereby amended to read as follows. One all-weather horn/strobe shall be connected to every automatic sprinkler system on the exterior of the building in an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required.

Section 905.3 Required installations is hereby amended to read as follows. Standpipe systems shall be provided in new buildings and structures in accordance with Sections 905.2 through 905.11, and as required by the fire code official. In buildings used for high-piled combustible storage, fire protection shall be in accordance with Chapter 32 of the 2018 International Fire Code.

Section 907.2.7.1 Occupant notification is hereby amended to read as follows. During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.5.2.2 and only when approved by the Fire Code Official.

Section 912.2 Location is hereby amended to read as follows. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be within 100 feet of an approved fire hydrant or as approved by the fire code official.

Section 1010.1.9 Locks and Latches is hereby amended to read as follows. Egress doors shall be readily openable from the egress side without the use of a key or special knowledge or effort.

Exceptions:

- I. Places of detention or restraint.
- II. Where egress doors are used in pairs, approved automatic flush bolts shall be permitted to be used, provided that the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware. The unlatching of any leaf shall not require more than one operation.
- III. Doors for individual dwelling units and guestrooms of Group P occupancies having an occupant load of ten (100 or less are permitted to be equipped with a night latch, dead bolt or security chain, provided such devices are openable from the inside without the use of key or tool.

Section 1015.2 Where Required is hereby amended to add the following. Guards are required at retaining walls over 30" above grade when walking surfaces are within 36" of the high side of the retaining wall.

Chapter 13 Energy Efficiency is hereby deleted and replaced with the 2006 International Energy Conservation Code.

Table 1505.1 is hereby amended by deleting footnotes a, b and c.

Section 1505.5 Non-classified roofing is hereby deleted.

Section 1511.1 Reroofing is amended to add the following. Re-roofing includes any repairs of more than 10% of the total roof covering in any three year period. A repair of 10% or less of the total roof covering in any three year period may utilize approved roofing materials comparable to the existing roofing materials.

Section 1805.4 Subsoil Drainage System is amended to add the following. Where foundations retain earth and enclose habitable or usable space located below grade, drains shall be provided below the floor slab. Drainage tiles, perforated pipe or other approved systems or material shall be installed at or below the area(s) to be protected; shall be placed with positive or neutral slope to minimize the accumulation of deposits in the drainage system; and shall discharge by gravity or mechanical means to and approved stormwater drainage system. The under-slab drainage system shall be installed around the inner perimeter of the area(s) to be protected, or, in a manner that will provide adequate drainage for all area(s) to be protected and is approved by the Building Official. Interior under-slab drains installed on uncompacted fill material shall be supported by mechanical means which are adequately tied into the concrete slab to ensure proper drainage throughout the under-slab drain(s).

Section 3109 Swimming Pools/Spas/Hot Tubs shall be deleted.

Article III **Existing Building Code**

Section 500.090 International Existing Building Code.

- A. Adopt the 2018 International Existing Building Code and supplements published by the International Code Council for all construction other than one- and two-family residential for use May 1, 2021.
- B. Appendix Chapters to be adopted: A, B, C.
- C. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 113.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

Section 108.2 Schedule of Fees. Fees for all building, sign, demolition or other permits required within shall be as set forth in Section **140.050** of the Code. A separate plan review fee shall be assessed on all commercial construction as set forth in Section **140.050** of the Code.

Section 108.4 Work Commencing Before Permit Issuance. Any person who commences work on any project that requires a permit before the permit is issued will be assessed a double permit fee.

Article IV **Fire Code**

Section 500.095 International Fire Code — Adoption — Amendments.

A. Adopt the 2018 International Fire Code and all supplements published by the International Code

Council for all construction other than one- and two-family residential for use May 1, 2021.

- B. Appendix Chapters to be adopted: A, B, C, D, E, F, G, H, I, J.
- C. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 507.3 Fire Flow is hereby amended to read as follows. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by using the adopted appendix B of the International Fire Code.

Section 507.5 Fire hydrant systems is hereby amended to read as follows. The minimum number of hydrants shall be determined by using the adopted appendix C of the International Fire Code.

I. The number of hydrants can be reduced by the Code Official if deemed appropriate.

Section 510.1 Emergency responder radio coverage in new buildings is here by amended to read as follows. Any building meeting the following criteria will produce signal strength test as described in IFC 510.

- I. Any structure with an overall square footage of 12,000 square feet.
- II. Any structure with a height of 30' or more above grade level.
- III. Any structure with a level below grade.
- IV. Any structure determined to be a concern of proper radio communication, CJCFPD can request a signal strength study to be completed.
- If a signal strength test is required it shall not be performed until all walls, roof, windows with glass, doors, and operational equipment has been completed and in place.
- A field test shall be performed by CJC personnel ay the time of the final inspection utilizing CJC portable two-way communications. The test must past to receive a Certificate of Occupancy. A temporary Certificate of Occupancy may be issued with an obligation to enhance the emergency radio communications coverage within six months.
- All other requirements for Emergency Responder Radio Coverage will follow the International Fire Code Section 510, NFPA 1221, and UL 2425.
- All BDA installations shall conform to the following.
 - Cover 700 and 800 megahertz.
 - Install an annunciator.
 - Install a document box that contain installation plans, and pre- and post-survey test results.

Section 901.6.3.2 Submission of Records is hereby added to read as follows. All records of inspections and maintenance service on fire and life safety systems must be submitted electronically through who Central Jackson County Fire Protection District has contracted to collect and maintain ITM reports and track compliancy of the fire code as it pertains to the following.

Section 903.3.8.6 Separate water flow switch/water source. Is hereby added to read as follows. Any building requiring an automatic sprinkler system as required by International Fire Code Section 903 and meets the following criteria must install a separate water flow switch that is addressable through the fire alarm system.

- I. Any building that has an automatic sprinkler system with multiple addresses or suites that is greater than two (2).
- II. Any building requiring an automatic sprinkler system as required by the International Fire Code Section 903 shall have a permanent, maintained water source within 100 feet of the fire department connection.

Section 903.4.2 Alarms is hereby amended to read as follows. An approved audible and visual device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm.

Section 903.4.2.1 Notification devices is hereby added and shall read as follows. Where an automatic extinguishing system is installed in a building, audible and visible notification appliances shall be installed throughout the building.

- I. Audible notification appliances shall be installed so as to be audible at 15 dBa above average sound pressure level throughout the building.
- II. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.
- III. Visible notification devices can be eliminated in normally unoccupied portions of buildings were permitted by the code official.
 - Exception: The requirements of this Section do not apply to Group R-3 occupancies.

Section 907.6.6 Monitoring shall be amended as follows. Fire alarm systems required by the International Fire Code or the International Building Code shall be monitored by a listed UL Central Station Monitoring station as defined in NFPA 72. A certificate or placard shall be issued by a recognizing organization that has listed the prime contractor for the newly installed fire alarm system in commercial occupancies in accordance with NFPA 72. This regulation shall apply to all fire alarm systems that are newly installed in commercial occupancies the reside within the city limits of Grain Valley. Any existing fire alarm system in a commercial occupancy wherein the fire alarm control panel and/or alarm system components are to be replaced shall be considered newly installed for the purpose of this section. Also, where there is reasonable cause due to noncompliance or faulty conditions, the fire code official may require an existing fire alarm system meet the same requirements as a newly installed system. Central station service in full compliance with the 2016 Edition of NFPA 72, Chapter 26, shall be maintained at the protected property, so long as the requirement for the fire alarm exist.

Article V **Residential Code**

Section 500.100 International Residential Code — Adoption — Amendments.

A. Adopt the 2018 International Residential Code and all supplements published by the International Code

Council for all one- and two-family residential construction as of May 1, 2021.

- B. Appendix Chapters to be adopted: A, B, C, D, E, F, G, H, J, K, M, N, O, P, Q.
- C. Amendments. Sections listed below are to be inserted in place of published Sections:

Section R108.2 Schedule of Fees. Fees for all building, sign, demolition or other permits required within shall be set forth in Section 140.050 of the Code.

Section 108.6 Work Commencing Before Permit Issuance. Any person who commences work on any project that requires a permit before the permit is issued will be assessed a double permit fee.

Section R113.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

Table R301.2 (1) shall include the following.

Ground Snow Load. 20

Wind speed 90 MPH

Seismic Design Category: A

Weathering: Severe

Frost Line Depth: 36 inches

Termite: Moderate to Heavy

Decay: Slight to Moderate

Winter Design Temperature: 6

Ice Shield Underlayment Required: Yes

Flood Hazards: January 20, 2017

Air Freezing Index: 1,500 or less

Mean Annual Temperature: 55

Manual J Design Criteria is hereby Deleted.

Section R302.2 Townhouses is hereby amended to read as follows. Each townhouse shall be considered a separate building and shall be separated by fire-resistance-rated wall assemblies meeting the requirements of Section R302.1 for exterior walls.

Exception: A common 2-hour fire-resistance-rated wall assembly tested in accordance with ASTM E119 or UL 263 is permitted for townhouses if such walls do not contain plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing. Electrical installations shall be installed in accordance with Chapters 34 through 43. Penetrations of electrical outlet boxes shall be in accordance with Section R302.4.

Section R302.2.1 Continuity is hereby amended to read as follows. The fire-resistance-rated wall or assembly separating townhouses shall be continuous from the foundation to the underside of the roof sheathing, deck or slab. The fire-resistance rating shall extend the full length of the wall or assembly, including wall extensions through and separating attached enclosed accessory structures.

Section R302.2.2 Parapets is hereby amended to read as follows. Parapets constructed in accordance with Section R302.2.3 shall be constructed for townhouses as an extension of exterior walls or common walls in accordance with the following:

<u>1.</u>

Where roof surfaces adjacent to the wall or walls are at the same elevation, the parapet shall extend not less than 30 inches above the roof surfaces.

<u>2.</u>

Where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is not more than 30 inches above the lower roof, the parapet shall extend not less than 30 inches above the lower roof surface.

Exception: A parapet is not required in the two cases above when the roof is covered with a minimum class C roof covering, and the roof decking or sheathing is of noncombustible materials or approved fire-retardant-treated wood for a distance of 4 feet on each side of the wall or walls, or one layer of 5/8 inch Type X gypsum board is installed directly beneath the roof decking or sheathing, supported by a minimum of nominal 2-inch ledgers attached to the sides of the roof framing members, for a minimum distance of 4 feet on each side of the wall or walls and there are no openings or penetrations in the roof within 4 feet of the common walls.

<u>3.</u>

A parapet is not required where roof surfaces adjacent to the wall or walls are at different elevations and the higher roof is more than 30 inches above the lower roof. The common wall construction from the lower roof to the underside of the higher roof deck shall have not less than a 1-hour fire-resistance rating. The wall shall be rated for exposure from both sides.

Section R302.2.4 Structural independence is hereby amended to read as follows. Each individual townhouse shall be structurally independent.

Exceptions:

- I. Foundations supporting exterior walls or common walls.
- II. Structural roof and wall sheathing from each unit may fasten to the common wall framing.
- III. Nonstructural wall and roof coverings.
- IV. Flashing at termination of roof covering over common wall.
- V. Townhouses separated by a common 2-hour wall fire-resistance-rated wall as provided in Section R302.2

Section R303.3 Bathrooms is hereby amended to read as follows. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet (0.279 m2), one-half of which must be openable.

Exception. The glazed area shall not be required where artificial light and mechanical ventilation system are provided. The minimum ventilation rate shall be 50 cfm (23.6L/s) for intermittent ventilation or 20 cfm (9.4 L/s) for continuous ventilation. Ventilation air from the space shall be exhausted directly outside. The point of discharge of the exhaust air shall be at least 3 feet from any opening into the building.

International Residential Code Section R303.4 Mechanical Ventilation is hereby deleted.

Section R311.3.2 Floor Elevations for other exterior doors is hereby amended to read as follows. Doors other than the required egress door shall be provided with landings or floors not more than 7 ¾ inches (196 mm) below the top of the threshold.

Exception. A landing is not required where a stairway of 3 or fewer risers is located on the exterior side of the door, provided the door does not swing over the stairway.

Section R311.7.8.5 Grip size shall hereby be amended as follows. Add exception, handrails provided at other non-required exterior stairs may have a maximum horizontal cross-sectional dimension of 3 ½ inches and shall be easily graspable.

Section R313 Automatic fire sprinkler systems is hereby amended to read as follows. A builder of a one-and two-family dwelling or townhouse shall offer to any purchaser, on or before the time of entering into a purchase contract the option, at the purchaser's cost, to install or equip fire sprinklers in the one- and two-family dwelling or townhouse. Notwithstanding any other provisions of law to the contrary, no purchaser of such one-and two-family dwelling or townhouse shall be denied the right to install a fire sprinkler system in such dwelling or townhouse purchased. The provisions of this section, which is intended to mirror the requirements of section RSMo 67.281, shall expire on December 31st, 2022.

- 1. International Residential Code Section R313.1 *Townhouse automatic fire sprinkler system* is hereby deleted.
- 2. International Residential Code Section R313.2 *One-and two-family automatic fire sprinkler system* is hereby deleted.
- 3. International Residential Code Section R317.1.1 *Field treatment* is hereby deleted.
- 4. International Residential Code Section R318.1.2 *Field treatment* is hereby deleted.
- 5. International Residential Code Section R326 Swimming pools, spas and hot tubs is hereby deleted.

Section 328 Building Security is hereby added to the Grain Valley Code.

Subsection R328 is hereby added to the Grain Valley Code and shall read as follows:

- *R328.1 Purpose*. The purpose of this Section is to establish minimum standards that incorporate physical security to make dwelling units resistant to unlawful entry.
- *R328.1.1 Scope*. The provisions of this Section shall apply to all new structures and to alterations, additions and repairs as stipulated in Appendix J of the International Residential Code.
- *R328.2 Doors*. Except for vehicular access doors, all exterior doors of residential buildings and attached garages, including the doors leading from the garage area into the dwelling unit, shall comply with Sections R328.2.1 through R324.2.5 for the type of door installed.
- *R328.2.1 Wood doors.* Where installed, exterior wood doors shall be of solid core construction such as high density particleboard, solid wood or wood block core with a minimum thickness of one and three-fourths (1 3/4) inches at any point. Doors with panel inserts shall be solid wood. The panels shall be a minimum of one (1) inch thick. The tapered portion of the panel that inserts into the groove of the door shall be a minimum of one-quarter (1/4) inch thick. The groove shall be a dado groove or applied molding construction. The groove shall be a minimum of one-half (1/2) inch in depth.
- R328.2.2 Steel doors. Where installed, exterior steel doors shall be a minimum thickness of 24 gauge.
- *R328.2.3 Fiberglass doors.* Fiberglass doors shall have a minimum skin thickness of one-sixteenth (1/16) inch and have reinforcement material at the location of the deadbolt.
- *R328.2.4 Double doors.* Where installed, the inactive leaf of an exterior double door shall be provided with flush bolts having an engagement of not less than one inch into the head and threshold of the door frame.
- *R328.2.5 Sliding doors*. Where installed, exterior sliding doors shall comply with all of the following requirements:
- A. Sliding door assemblies shall be installed to prevent the removal of the panels and the glazing from the exterior with the installation of shims or screws in the upper track.
- B. All sliding glass doors shall be equipped with a secondary locking device consisting of a metal pin or a surface mounted bolt assembly. Metal pins shall be installed at the intersection of the inner and outer panels of the inside door and shall not penetrate the frame's exterior surface. The surface mounted bolt assembly shall be installed at the base of the door.
 - *R328.3 Door frames*. The exterior door frames shall be installed prior to a rough-in inspection. Door frames shall comply with Sections R324.3.1 through R324.3.3 for the type of assembly installed. *R328.3.1 Wood frames*. Wood door frames shall comply with all of the following requirements:
 - A. All exterior door frames shall be set in frame openings constructed of double studding or equivalent construction, including garage doors, but excluding overhead doors. Door frames, including those with sidelights, shall be reinforced in accordance with ASTM F476-84 Grade 40.
 - B. In wood framing, horizontal blocking shall be placed between studs at the door lock height for three (3) stud spaces or equivalent bracing on each side of the door opening.
 - R328.3.2 Steel frames. All exterior door frames shall be constructed of eighteen (18) gauge or heavier steel and reinforced at the hinges and strikes. All steel frames shall be anchored to the wall in accordance with manufacturer specifications. Supporting wall structures shall consist of double studding or framing of equivalent strength. Frames shall be installed to eliminate tolerances inside the rough opening.
 - R328.3.3 Door jambs. Door jambs shall be installed with solid backing in a manner so that no void

exists between the strike side of the jamb and the frame opening for a vertical distance of twelve (12) inches each side of the strike. Filler material shall consist of a solid wood block. Door stops on wooden jambs for in-swinging doors shall be of one-piece construction. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike.

R328.4 Door hardware. Exterior door hardware shall comply with Sections R324.4.1 through R328.4.6.

R328.4.1 Hinges. Hinges for exterior door hardware shall comply with the following:

- A. At least two (2) screws, three (3) inches in length, penetrating at least one (1) inch into wall structure shall be used. Solid wood fillers or shims shall be used to eliminate any space between the wall structure and door frame behind each hinge.
- B. Hinges for out-swinging doors shall be equipped with mechanical interlock to preclude the removal of the door from the exterior.

R328.4.2 Strike plates. Exterior door strike plates shall be a minimum of eighteen (18) gauge metal with four (4) offset screw holes. Strike plates shall be attached to wood with not less than three (3) inch screws, which shall have a minimum of one (1) inch penetration into the nearest stud. Note: For sidelighted units, refer to Section R328.4.6.

R324.4.3 Escutcheon plates. All exterior doors shall have escutcheon plates or wraparound door channels installed around the lock protecting the door's edge.

R328.4.4 Locks. Exterior doors shall be provided with a locking device complying with one of the following:

Single cylinder deadbolt shall have a minimum projection of one (1) inch. The deadbolt shall penetrate at least three-fourths (3/4) inch into the strike receiving the projected bolt. The cylinder shall have a twist-resistant, tapered hardened steel cylinder guard. The cylinder shall have a minimum of five (5) pin tumblers, shall be connected to the inner portion of the lock by solid metal connecting screws at least one fourth (1/4) inch in diameter and two and one-fourth (2 1/4) inches in length. Bolt assembly (bolt housing) unit shall be of single piece construction. All deadbolts shall meet ANSI grade 2 specifications.

R328.4.5 Entry vision and glazing. All main or front entry doors to dwelling units shall be arranged so that the occupant has a view of the area immediately outside the door without opening the door. The view may be provided by a door viewer having a field of view of not less than one hundred eighty degrees (180°) through windows or through view ports.

R328.4.6 Sidelighted entry doors. Sidelight door units shall have framing of double stud construction or equivalent construction complying with Sections R324.3.1,R324.3.2 and R324.3.3. The door frame that separates the door opening from the sidelight, whether on the latch side or the hinge side, shall be double stud construction or equivalent construction complying with Sections R324.3.1 and R328.3.2. Double stud construction or construction of equivalent strength shall exist between the glazing unit of the sidelight and wall structure of the dwelling.

R328.5 Street numbers. Street numbers shall comply with Section R321.1.

R328.6 Exterior Lighting. Exterior lighting shall comply with Section E3803.3.

R328.7 Alternate material and methods of construction. The provisions of this Section are not intended to prevent the use of any material or method of construction not specifically prescribed by this Section, provided any such alternate has been approved by the enforcing authority, nor is it the intention of this Section to exclude any sound method of structural design or analysis not specifically provided for in the Section. The materials, methods of construction, and structural design limitations provided for in this Section shall be used, unless the enforcing authority grants an exception. The enforcing authority is authorized to approve any such alternate provided they find the proposed design, materials and methods of work to be at least equivalent to those prescribed in the Section in quality, strength, effectiveness, burglary resistance, durability and safety.

Section R401.3.1 Minimum standards is hereby amended to read as follows.

A. All drainage facilities shall be designed to carry waters to the nearest drainage way, storm sewer conveyance, or other approved point of collection and conveyance. Erosion of ground in the area of discharge shall be prevented by installation of erosive control devices. Unless specified drainage ways and swales are specifically approved by the Building Official or City Engineer, abutting property lines between structures shall be designed to function as drainage ways. The toe of slopes shall be set back from the property line a minimum of one foot. The area surrounding the building foundation shall have a drainage gradient as provided for in the International Residential Code, as amended from time to time with a drainage gradient thereafter of not less than two percent toward approved drainage facilities unless waved by the Building Official or City Engineer.

B. Prohibited Conduct: No person shall allow or cause:

- I. Obstruction to be created, installed or maintained within any drainage way, detention facility, or engineered swale which will create ponding on adjacent property, divert water onto adjoining property, or impede drainage. Fences may be erected in such areas provided they do not unnecessarily restrict the flow of water.
- II. Water from intermittent sources such as discharges from sump pumps, downspouts, foundation drains, swimming pools, swimming pool backwashes, or other similar sources excluding lawn sprinklers to be discharged closer than five feet to any adjoining property line.

Section R403.1.1.1 Footing reinforcement is hereby added to read as follows. Footings for basement foundation walls shall have a minimum reinforcement consisting of not less than two No. 4 bars, uniformly spaced, located a minimum of 3 inches clear from the bottom and edges of the footing.

Section R404.1.7 Backfill placement is hereby amended to read as follows. Backfill shall not be placed against the wall until the wall has sufficient strength or has been sufficiently braced to prevent damage by the backfill.

Exception: Such bracing is not required for walls supporting less than 4 feet (1219 mm) of unbalanced backfill.

Section 405.2.3 Drainage system is hereby amended to read as follows. A sump shall be provided to drain the porous layer, footings, and foundations that retain earth and enclose habitable or usable spaces located below grade that do not drain and discharge by gravity to an approved storm sewer system or to daylight. The sump shall be at least 24 inches (610 mm) in diameter or 20 inches square (0.0129 m2), shall extend at least 24 inches (610 mm) below the bottom of the basement floor and shall be capable of positive gravity or mechanical drainage to remove any accumulated water. The drainage system shall discharge into an approved storm sewer system or daylight.

Section R506.2.4 Reinforcement support is hereby amended to read as follows. Any slab-on-ground will require a minimum of reinforcement of number 4 bars tied and placed on chairs (2) two feet on center. Any structural slab or slab constructed on fill will require reinforcement of number 4 bars tied and placed on chairs (12) twelve inches on center.

Section R507.9.2 Lateral Connection is hereby deleted.

Section R602.6.1 Drilling and notching of the top plate is hereby amended to read as follows. When

piping or ductwork is placed in or partly in an exterior wall or interior loadbearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less then 0.054 inch thick (1.37 mm) (16ga) and 1½ inches (38 mm) wide shall be fastened across and to the plate at each side of the opening with not less than four 10d nails (0.148 inch diameter) having a minimum length of 1½ inches (38 mm) at each side or equivalent. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1

Exception: When the entire side of a wall with the notch or cut is covered by wood structural panel sheathing.

Section R801.3 Roof drainage is hereby amended to read as follows. All dwellings shall have a controlled method of water disposal from roofs that will collect and discharge all roof drainage to the ground surface at least three (3) feet from the foundation walls or to an approved drainage system.

Section 908.1 General is hereby amened to read as follows. Materials and methods of application used for re-covering or replacing an existing roof covering shall comply with the requirements of Chapter 9 as amended. Re-roofing includes any repairs of more than 10% of the total roof covering in any three-year period. A repair of 10% or less of the total roof covering in any three-year period may utilize approved roofing materials comparable to the existing roofing materials.

Exception: Re-roofing shall not be required to meet the minimum design slope requirement of one-quarter unit vertical in 12 units horizontal (2-percent slope) in Section R905 for roofs that provide positive roof drainage.

Chapter 11 Energy Efficiency is hereby deleted and replaced with the 2006 International Energy Conservation Code.

Chapter 12 Mechanical Administration is hereby deleted.

Section G2417.4.1 Test pressure is hereby amended to read as follows. The test pressure to be used shall be not less than one- and one-half times the proposed maximum working pressure, but not less than 10 psig (68.9kPa) irrespective of design pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure, the test pressure shall not be less than 60 psig. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Chapter 25 Plumbing Administration is hereby deleted.

Section P2601.2.1 Prohibited drainage and connections is hereby added to read as follows. Sanitary sewer systems shall be designed, built and maintained in such a manner to prevent all storm or ground water from draining, discharging or entering into the sanitary sewer system. Connection of sump pump, foundation drains, yard drains, gutter downspouts, floor drains located in garages and any other storm water drainage receptacles(s) or systems(s) are specifically prohibited from being connected to the sanitary sewer system.

Section P2603.5 Freezing is hereby amended to read as follows. Water, soil or waste pipes shall not be installed outside of a building, in exterior walls, in attics or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 42 inches in depth below grade.

Section P2603.5.1 Sewer depth is hereby amended to read as follows. Building sewers shall be a minimum of 12 inches below grade.

Section P2719.1 Floor drains is hereby amended to read as follows. Floor drains shall have waste outlets not less than 2 inches in diameter and a removable strainer. Floor drains shall be constructed so that the drain can be cleaned. Access shall be provided to the drain inlet. Floor drains shall not be located under or have their access restricted by permanently installed appliances. Floor drains located in garages must be daylighted.

Section P2902.5.3 Lawn irrigation systems is hereby amended to read as follows. The potable water supply to lawn irrigation systems shall be protected against backflow by a device approved by the Missouri Department of Natural Resources. Backflow devices install within a structure shall be installed a minimum of 6 inches away from any wall or vertical obstruction. The backflow device shall be installed between 12 inches and 48 inches above the floor and shall be accessible.

Section P2902.6.2 Protection of backflow preventers is hereby amended to read as follows. Backflow preventers shall not be located in areas subject to freezing except where they can be removed by means of unions, or are protected by heat, insulation or both.

Exception: In-ground backflow preventers installed for lawn irrigation systems.

Section P3002.2 Building sewer is here by amended to read as follows. Building sewer piping shall be as shown in Table P3002.2. Forced main sewer piping shall conform to one of the standards for ABS plastic pipe, cast-iron pipe, copper or copper-alloy tubing, PVC plastic pipe or pressure-rated pipe listed in Table P3002.2. In addition, building sewer piping shall be a minimum of schedule 40 PVC/ABS or equivalent unless approved by the Building Official or City Engineer.

Section P3005.4.2 Building drain and sewer size and slope is hereby amended to read as follows. Pipe sizes and slope shall be determined from Table P3005.4.2 on the bases of drainage load in fixture units (d.f.u.) computed from Table P3004.1. The minimum size of a building sewer serving a dwelling unit shall be four inches.

Section P3008.1 Backwater valves is hereby deleted.

Section P3114.3 Where permitted is hereby amended to read as follows. Individual vents, branch vents, circuit vents and stack vents shall be permitted to terminate with a connection to an air admittance valve only when approved by the Building Official.

Section E3601.6.2 Service disconnect location is hereby amended to read as follows. The service disconnecting means shall be installed at a readily accessible location either outside of a building or inside nearest the point of entrance of the service conductors. When service conductors are more than 10 feet in length from the point of entry to the service panel, a separate means of disconnect shall be installed at the service cable entrance to the building or structure. Service disconnecting means shall not be installed in bathrooms. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

Section E3902.2 Garage and accessory building receptacles is hereby amended to read as follows. All 125-volt, single-phase, 15- and 20-ampere receptacles installed in garages and grade level portions of unfinished accessory buildings used for storage or work areas shall have ground-fault circuit interrupter protection for personnel.

Exceptions:

- I. Receptacles that are not readily accessible such as a ceiling mounted receptacle for a garage door opener.
- II. A single receptacle supplied by a dedicated branch circuit that is located and identified for a specific use by a chord-and-plug connected appliance such as a refrigerator, freezer or sump pump.
- III. A receptacle supplying only a permanently installed fire alarm or burglar alarm system.

Section E3902.5 Unfinished basement receptacles is hereby amended to read as follows. All 125-volt, single-phase, 15- and 20-ampere receptacles installed in unfinished basement shall have ground-fault circuit interrupter protection for personnel. For the purposes of this section, unfinished basements are defined as portions or areas of the basement not intended as habitable rooms and limited to storage areas, work areas, and the like.

Exceptions:

- I. Receptacles that are not readily accessible such as a ceiling mounted receptacle.
- II. A single receptacle supplied by a dedicated branch circuit that is located and identified for a specific use by a chord-and-plug connected appliance such as a refrigerator, freezer or sump pump.
- III. A receptacle supplying only a permanently installed fire alarm or burglar alarm system.

Section E3902.16 Arc-fault circuit-interrupter protection is hereby amended to read as follows. Branch circuits that supply 120-volt, single phase 15- and 20- ampere outlets installed in bedrooms shall be protected by any of the following arc-fault circuit interrupter. (all options listed in this section have not been amended)

Section E4002.14 Tamper-resistant receptacles is hereby deleted.

Article VII

Electrical Code

Section 500.120 Electrical Code — Adoption — Amendments.

- A. Adopt the 2017 National Electrical Code and supplements published by the National Fire Protection Association for all construction other than one- and two-family residential for use May 1, 2021.
- B. Appendix Chapters to be adopted: Annex H
- 1. Delete Annex H Section 80.2, Chief Electrical Inspector, and Electrical Inspector. Refer to Section 103.1 of the 2012 International Building Code.
- 2. Delete Annex H Section 80.13 (13), delete question of ____ days and insert "24 hours".
- 3. Delete Annex H Section 80.15 in its entirety.
- 4. In Annex H Section 80.25 (B) Special Considerations. Change last sentence to read, "the Building Official, or his authorized representative, shall determine what needs are permitted under this provision".
- 5. Delete Section Annex H 80.27 Inspector's Qualifications in its entirety.
- C. Amendments. Sections listed below are to be deleted.

Article 210.2 Arc-Fault Circuit-Interrupted Protection.

Section 210.8 (A) (5). Unfinished portions or areas of the basement not intended as habitable rooms is hereby amended to read as follows. All 125-volt, single phase 15- and 20-ampere receptacles installed in unfinished basements shall have ground fault circuit interrupter protection for personnel. For the purposes of this section, unfinished basements are defined as portions or areas of the basement not intended as habitable rooms and limited to storage areas, work areas, and the like.

Exceptions:

- I. Receptacles that are not readily accessible such as ceiling mounted receptacles for a garage door opener.
- II. A single receptacle supplied by a dedicated branch circuit that is located and identified for a specific use by a cord-and-plug-connected appliance such as a refrigerator, freezer or sump pump.
- III. A receptacle supplying only a permanently installed fire alarm or burglar alarm system.

Section 230.70 (A) (1) is hereby amended to read as follows. The service disconnecting means shall be installed at a readily accessible location either outside of a building or inside nearest the point of entrance of the service conductors. When service entrance conductors are more than ten (10) feet in length from the point

of entry to the service panel, a separate means of disconnect must be installed at the service cable entrance to the building or structure.

Article VIII **Property Maintenance Code**

Section 500.140 Property Maintenance Code — Adoption — Amendments.

- A. Adopt the 2018 International Property Maintenance Code published by the International Code Council for use May 1, 2021.
- B. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 106.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

Article IX **Mechanical Code**

Section 500.150 Mechanical Code — Adoption — Amendments.

- A. Adopt the 2018 International Mechanical Code and all supplements published by the International Code Council for all new construction other than one- and two-family residential construction for use as of May 1, 2021.
- B. Appendix Chapters to be adopted: A.
- C. *Amendments*. Sections listed below are to be inserted in place of published Sections.

Section 108.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

International Mechanical Code Section 401.2 *Ventilation required* is hereby amended to read as follows. Every occupied spaced shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403.

Article X **Plumbing Code**

Section 500.160 **Plumbing Code** — **Adoption** — **Amendments.**

- A. Adopt the 2018 International Plumbing Code and all supplements published by the International Code Council for all construction other than one- and two-family residential construction for use as of May 1, 2021.
- B. Appendix Chapters to be adopted: B, D, E, F.
- C. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 108.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

Section 305.4.1 *Sewer depth* shall be amended as follows. Building Sewers shall be installed a minimum of twelve (12) inches below grade.

Section 312.10 Inspection and testing of backflow prevention assemblies shall be amended as follows. Inspection and testing of backflow prevention assemblies shall be in accordance with the policies prescribed by the Public Works Department of the City of Grain Valley, MO.

Section 403.4.1 Directional signage is hereby deleted.

Section 410.4 Substitution is hereby amended to read as follows. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other occupancies where drinking fountains are required, water coolers and bottled water dispensers shall be permitted to be substituted for the required drinking fountain.

Section 607.2 Hot and tempered water supply to fixtures is hereby amended to read as follows. The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 100 feet.

Section 608.15.2 Protection of Backflow preventers is hereby amended to add the following language.

Exception: In-ground back-flow devices for lawn irrigation systems.

Section 714.1 Backwater Valves is hereby deleted.

Section 903.1 Roof Extension is hereby amended to read as follows. Open vent pipes that extend through a roof shall be terminated not less than six (6) inches (152.4mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than seven (7) feet (2,134 mm) above the roof.

Section 918.1 General is hereby amended to read as follows. Air admittance valves are only allowed when approved by the Building Official. Vent systems utilizing air admittance valves shall comply with this section. Stack-type are admittance valves shall conform to ASSE 1050. Individual and branch type air admittance valves shall conform to ASSE 1051.

Section 1002.4 Trap seals is hereby amended to read as follows. Each fixture trap shall have a liquid seal of not less than two (2) inches (51 mm) and not more than four (4) inches (102 mm), or deeper for special designs relating to accessible fixtures. Where a trap seal is subject to loss by evaporation, a deep-seal trap consisting of a four (4) inch (102 mm) seal or trap seal primer valve shall be installed. A trap seal primer shall conform to ASSE 1018 or ASSE 1044.

Section 1101.3 Prohibited drainage is hereby be amended to read as follows. Sanitary sewer systems shall be designed, built and maintained in such a manner to prevent all storm or ground water from draining, discharging or entering into the sanitary sewer system. Connection of sump pumps, foundation drains, yard drains, gutter downspouts and any other storm water drainage receptacle or system are specifically prohibited from being connected to the sanitary sewer system.

Section 1113.1.1 Pump capacity and head is hereby amended to read as follows. Sumps receiving storm water from any exposed exterior drain or opening shall be provided with a back-up system capable of assuring proper sump operation in case of power failure.

Article XI Fuel Gas Code

Section 500.161 Fuel Gas Code — Adoption — Amendments.

- A. Adopt the 2018 International Fuel Gas Code and all supplements published by the International Code Council for all new construction other than one- and two-family residential construction for use as of May 1, 2021.
- B. Appendix Chapters to be adopted: A, B, C, D.
- C. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 108.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

Section 403.4.3 Copper and brass is hereby amended to read as follows. Copper and brass tubing shall not be utilized to distribute fuel gas.

Section 403.4.4 Aluminum is hereby amended to read as follows. Aluminum or aluminum alloy tubing shall not be utilized for the distribution of fuel gas.

Section 403.5.1 Steel tubing is hereby amended to read as follows. Steel tubing shall not be utilized to distribute natural gas nor shall it be utilized to distribute any other fuel gas within a building or structure.

Section 403.5.2 Copper and brass tubing is hereby amended to read as follows. Copper and brass tubing shall not be utilized to distribute natural gas nor shall it be utilized to distribute any other fuel gas within a building or structure.

Section 403.5.3 Aluminum tubing is hereby amended to read as follows. Aluminum tubing shall not be utilized to distribute natural gas nor shall it be utilized to distribute any other fuel gas within a building or structure.

Section 406.4.1 Test pressure is hereby amended to read as follows. The test pressure to be used shall not be less than one and one-half times the proposed maximum working pressure, but not less than ten (10) pisg (68.9kPa) irrespective of design pressure. Where the test pressure exceeds one hundred twenty-five (125) psig (862kPa), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than fifty (50) percent of the specified minimum yield strength of the pipe.

Article XV **Swimming Pool and Spa Code**

Section 500.162 Swimming Pool and Spa Code — Adoption — Amendments.

- A. Adopt the 2018 International Swimming Pool and Spa Code published by the International Code Council for all new construction for pools and spas for use as of May 1, 2021.
- B. Amendments. Sections listed below are to be inserted in place of published Sections.

Section 107.4 Violation Penalties. Any person(s) found in violation of this code shall be guilty of a misdemeanor and subject to punishment in Section 100.110 of the Grain Valley Municipal Code.

MEMORANDUM

TO: MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: MIKE RUSSELL, BUILDING OFFICIAL

SUBJECT: UPDATING THE BUILDING CODES TO THE 2018 INTERNATIONAL CODE

DATE: MARCH 29TH, 2021

With the need to stay current with the building standards and with other communities around us, we are looking to update our building codes to the 2018 International Building Codes. We are wanting these to take effect on May 1st, 2021. We are currently following the 2012 codes which makes them 9 years old. Also, many of the communities in our region are either currently following the 2018 codes or are in the process of adopting them. The following Cities in the surrounding area have adopted the 2018 codes: Lee's Summit, Independence, Raytown, Grandview, Liberty, Raymore, Kansas City MO, Olathe, and Overland Park. Blue Springs is in the process of adopting the 2018 codes.

We started to review the 2018 codes as well as the other communities around us to see how it works for them as well as determine where we would like to amend the codes to work better for us as a City in our operations. We also reached out to the Central Jackson County Fire Protection District and discussed this with them. Not only did they favor this but also requested several amendments to the Fire Code which we have added. Once we had our amendments made, we sent a list of the Codes we are looking to adopt along with the amendments to the City Administrator for his approval.

After his approval we reached out and sent a copy of everything to all our members of the Construction Code Board of Appeals asking them to review at their leisure and to please respond with any questions, thoughts, and complaints. There were no negative responses and only a few questions that we were able to answer for them.

After hearing from the Construction Code Board of Appeals we scheduled a builder's meeting which over 20 builders and developer showed up to. We discussed the new codes and amendments with them and had a question-and-answer session after the discussion. We did not receive a single negative response after all their questions were answered.

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM					
MEETING DATE	7/12/2021, 7/26/2021				
BILL NUMBER	B21-16				
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 130.020 (COURT COSTS) TO REPEAL THE ASSESSMENT OF THE SHERIFF'S RETIREMENT FUND SURCHAGE IN THE AMOUNT OF THREE DOLLARS (\$3.00) PER ORDINANCE VIOLATION				
REQUESTING DEPARTMENT	Administration (Municipa	al Court)			
PRESENTER	Theresa Osenbaugh, De	eputy City Administrator			
FISCAL INFORMATION	Cost as recommended:	N/A			
	Budget Line Item:	N/A			
	Balance Available	N/A			
	New Appropriation Required:	[] Yes [X] No			
PURPOSE	To repeal the current Sh	eriff's retirement surcharge.			
BACKGROUND	The Sheriff's Retirement Fund surcharge was added to Chapter 130.020 by Ordinance B13-37 at a rate of \$3.00 per ordinance violation as previously directed by state statue. This charge took effect on August 28, 2013. On June 1, 2021, the Supreme Court of Missouri issued an opinion regarding the constitutional validity which directed courts to no longer assess the surcharge as of July 1, 2021. This order applies to new assessments only and does not address the collection of previously assessed or disbursed funds.				
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	Ordinance and Redline Chapter 130.020

CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B21-16</u>

ORDINANCE NO.

SECOND READING

FIRST READING

July 12, 2021 (6-0)

AN ORDINANCE AMENDING CHAPTER 130.020 (COURT COSTS) TO REPEAL THE ASSESSMENT OF THE SHERIFF'S RETIREMENT FUND SURCHAGE IN THE AMOUNT OF THREE DOLLARS (\$3.00) PER ORDINANCE VIOLATION

WHEREAS, Chapter 130.020 establishes the court costs to be assessed in the Grain Valley Municipal Court; and

WHEREAS, in 2013 the Board of Aldermen adopted Ordinance #2309 which amended Chapter 130.020 to allow for the assessment of the Sheriff's Retirement Fund surcharge in the amount of three dollars (\$3.00) per state statute; and

WHEREAS, on June 1, 2021 the Supreme Court of Missouri issued an opinion in Daven Fowler, et al., Appellants/Cross-Respondents, vs. Missouri Sheriff's Retirement System, Respondent/Cross-Appellant regarding the constitutional validity of section 577.955, RSMo; and

WHEREAS, the issued order updated the schedules of costs to reflect a change which no longer assessed the Sheriff's Retirement Fund surcharge of \$3.00 as of July 1, 2021; and

WHEREAS, the order applies to all circuit court and municipal ordinance divisions in the state for new assessments.

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

SECTION 1: The City Code is hereby amended by amending Section 130.020 to read as follows:

Section 130.020 Court Costs.

A. In addition to any and all other Court costs and fines set forth, the Clerk of the Municipal Court of the City of Grain Valley, Missouri, shall assess the following Court costs in all cases:

- 1. Costs of Court in the amount of twelve dollars (\$12.00).
- 2. Police Officer training.
- a. Locally. In all cases for the training of Police Officers in the amount of two dollars (\$2.00). This fee shall be transmitted monthly to the Treasurer of the City.

- b. Statewide.
- (1) Imposition of one dollar (\$1.00) Court costs. There is hereby imposed, in addition to other Court costs as previously authorized, the sum of one dollar (\$1.00) for each violation of municipal ordinances in this City.
- (2) Remittance to State fund. The Municipal Court Clerk shall send all Court costs collected pursuant to this Subsection directly to the State Treasury to the credit of the Peace Officers Standards and Training Commission Fund created pursuant to Section 590.178, RSMo., as amended, 1993. The check should be payable to the Treasurer, State of Missouri, and mailed before the 15th of each month to:

Budget Director

City Clerk

Department of Public Safety

Post Office Box 749

Jefferson City, Missouri 65102

- 3. Other costs such as for the issuance of a warrant, a commitment or a summons, as assessed by the Judge, Municipal Division, Jackson County Circuit Court, including seven dollars fifty cents (\$7.50) per charge for the Crime Victims' Compensation Fund on all cases. The Municipal Court Clerk shall remit seven dollars thirteen cents (\$7.13) to the State Department of Revenue and thirty-seven cents (\$0.37) to the City Treasury.
- 4. Actual costs assessed against the City for apprehension or confinement in the County Jail or other suitable place of confinement.

nay votes being recorded as for	by the Board of Aldermen this day of July,, the aye and ollows:	
ALDERMAN BASS ALDERMAN HEADLEY ALDERMAN MILLS	ALDERMAN CLEAVER ALDERMAN KNOX ALDERMAN STRATTON	
Mayor	(in the event of a tie only)	
Approved as to form:		_
Lauber Municipal Law	Chuck Johnston	
City Attorney	Mayor	
ATTEST:		
Jamie Logan		

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

Section 130.020 Court Costs.

[Ord. No. 853 §1, 5-24-1993; Ord. No. 1065 §§1 — 2, 12-23-1996; Ord. No. 1172 §§1 — 2, 3-23-1998; Ord. No. 1438, 10-8-2001; Ord. No. 2309 §1, 9-9-2013]

- A. In addition to any and all other Court costs and fines set forth, the Clerk of the Municipal Court of the City of Grain Valley, Missouri, shall assess the following Court costs in all cases:
- 1. Costs of Court in the amount of twelve dollars (\$12.00).
- 2. Police Officer training.
- a. *Locally*. In all cases for the training of Police Officers in the amount of two dollars (\$2.00). This fee shall be transmitted monthly to the Treasurer of the City.
- b. Statewide.
- (1) *Imposition of one dollar (\$1.00) Court costs.* There is hereby imposed, in addition to other Court costs as previously authorized, the sum of one dollar (\$1.00) for each violation of municipal ordinances in this City.
- (2) Remittance to Stale fund. The Municipal Court Clerk shall send all Court costs collected pursuant to this Subsection directly to the State Treasury to the credit of the Peace Officers Standards and Training Commission Fund created pursuant to Section 590.178, RSMo., as amended, 1993. The check should be payable to the Treasurer, State of Missouri, and mailed before the 15th of each month to:

Budget Director Department of Public Safety Post Office Box 749

Jefferson City, Missouri 65102

- 3. Other costs such as for the issuance of a warrant, a commitment or a summons, as assessed by the Judge, Municipal Division, Jackson County Circuit Court, including seven dollars fifty cents (\$7.50) per charge for the Crime Victims' Compensation Fund on all cases. The Municipal Court Clerk shall remit seven dollars thirteen cents (\$7.13) to the State Department of Revenue and thirty-seven cents (\$0.37) to the City Treasury.
- 4. Actual costs assessed against the City for apprehension or confinement in the County Jail or other suitable place of confinement.
- 5. Sheriffs' Retirement Fund. There is hereby imposed, in addition to other Court costs, the sum of three dollars (\$3.00) for each violation of all municipal ordinances in this City. This amount is to be remitted to:

Missouri Sheriffs' Retirement P.O. Box 105257 Jefferson City, MO 65110 MIEMIONALLYLEEFERINA

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM					
MEETING DATE	07/26/2021				
BILL NUMBER	B21-17				
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2021 BUDGET TO ALLOCATE FUNDING FROM GENERAL FUND RESERVES FOR A CITY BRANDING INITIATIVE				
REQUESTING DEPARTMENT	Administration				
PRESENTER	Ken Murphy, City Admin	istrator			
FISCAL INFORMATION	Cost as recommended:	\$24,400			
	Budget Line Item: Allocation from Reserves to Line Item: 100-10-72000 Balance Available: \$4,632, 210				
	New Appropriation Required:	[X]Yes []No			
PURPOSE	To allow for the completive-year strategic plan.	tion of an unbudgeted item in the			
BACKGROUND	The City underwent strategic planning in the fall of 2020. Through this process, key strategies including undergoing a branding initiative were identified for completion over the next five years. However, the budget for 2021 had already been set and approved by the Board when this process was finalized. Since the Strategic Plan was adopted by the Board, an RFP was released, proposals were reviewed and an interview was conducted to select a firm to complete the branding initiative identified in the plan. This amendment allows for funds to be added to the 2021 budget to execute the strategic plan vision. The remaining funds needed will be budgeted for in 2022.				
SPECIAL NOTES	Reallocating the identi	ified funding still maintains an ce as set per policy.			
ANALYSIS	N/A				

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance

CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B21-17</u>

Jamie Logan, City Clerk

ORDINANCE NO.

SECOND READING
FIRST READING

AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2021 BUDGET TO ALLOCATE FUNDING FROM GENERAL FUND RESERVES FOR A CITY BRANDING INITIATIVE

WHEREAS, the City of Grain Valley underwent the strategic planning process with a finalized five year plan completed in December 2020; and

WHEREAS, one identified goal of the strategic plan is to ensure that Grain Valley has a clear identity; and

WHEREAS, costs for the goal were gathered after the 2021 budget had been adopted by the Board of Aldermen; and

WHEREAS, the Board of Aldermen have deemed it valuable to undergo the community branding process as soon as possible causing a need for funds to be reallocated.

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

SECTION 1: The City Administrator is hereby authorized to amend the 2021 budget to allocate funding from reserves to complete community branding project as identified in the City of Grain Valley strategic plan.

Read two times and PASSED aye and nay votes being recor	by the Board of Aldermen this day of ded as follows:	, <u>2021</u> , the
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:		

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Staff/ Committee Reports

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FINANCIAL REPORT For the Month Ended June 30, 2021

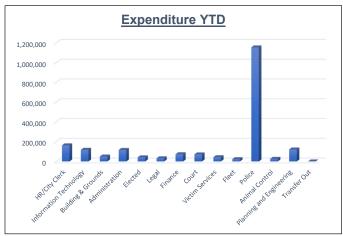
Unaudited Financial Reports for Budgetary Management Purposes

City of Grain Valley, MO Unaudited Statement of Revenue, Expenditures, and Fund Balance

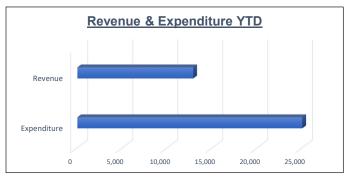
General Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	1,206,800	9,762	1,207,467	667	100.06%
Sales Tax	1,200,000	125,997	382,378	(817,622)	31.86%
Franchise Fees	1,070,000	59,018	398,359	(671,641)	37.23%
Fines & Forfeitures	163,700	8,414	58,832	(104,868)	35.94%
Permits/Licenses/Fees	376,640	39,510	205,778	(170,862)	54.64%
Other Governmental	81,624	17,099	87,672	6,048	107.41%
Charges for Services	1,000	1,040	1,315	315	131.50%
Sale of Asset	5,000	9,700	10,450	5,450	209.00%
Miscellaneous	229,260	1,946	16,857	(212,403)	7.35%
Bonds, FD Bal, Capital Lease	79,934	0	0	(79,934)	0.00%
Total	\$4,413,958	\$272,486	\$2,369,108	(2,044,850)	53.67%



	, ; :,200,000		, + -,= - 0,000	-	
Beginning Fund Balance	\$4,295,838		\$4.295.838		
Revenue Over Expenditure	\$445	(\$136,475)	\$336,372	\$335,927	
Total	\$4,413,513	\$408,960	\$2,032,735	\$2,380,777	46.06%
Transfer Out	29,250	-	0	29,250	
Planning and Engineering	275,813	23,523	121,544	154,269	44.07%
Animal Control	68,309	5,677	26,600	41,709	38.94%
Police	2,505,870	234,722	1,153,196	1,352,674	46.02%
Fleet	48,848	5,023	23,407	25,441	47.92%
Victim Services	97,083	7,346	43,008	54,075	44.30%
Court	177,200	10,431	71,358	105,842	40.27%
Finance	152,610	8,555	72,690	79,920	47.63%
Legal	100,000	9,428	31,955	68,045	31.96%
Elected	105,439	8,798	41,342	64,097	39.21%
Administration	244,276	13,920	116,378	127,898	47.64%
Building & Grounds	105,020	8,751	50,130	54,890	47.73%
Information Technology	267,694	10,242	118,138	149,556	44.13%
HR/City Clerk	236,101	62,544	162,990	73,111	69.03%



Tourism Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	35,000	2,627	12,872	(22,128)	36.78%
Transfer In	4,250	0	0	0	0.00%
Total	\$39,250	\$2,627	\$12,872	(26,378)	32.80%
Expenditures Total	\$39,250	\$0	\$25,000	\$14,250	63.69%
	\$39,250 \$0	\$0 \$2,627	\$25,000 (\$12,128)	\$14,250 (\$12,128)	63.69%
Total					63.69%

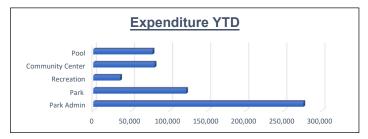


City of Grain Valley, MO Unaudited Statement of Revenue, Expenditures, and Fund Balance

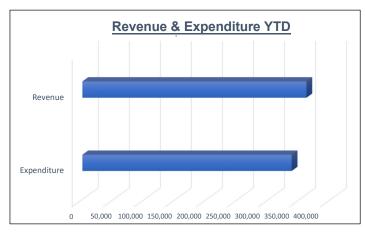
Parks Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budet
Revenues					
Property Tax	266,500	2,156	266,687	187	100.07%
Sales Tax	537,000	61,463	184,833	(352, 167)	34.42%
Permits/Licenses/Fees	6,000	0	6,757	757	112.62%
Parks	16,610	2,870	12,520	(4,090)	75.38%
Recreation	96,344	10,415	59,079	(37,265)	61.32%
Community Center	92,766	4,759	33,975	(58,791)	36.62%
Pool	104,650	52,142	74,615	(30,035)	71.30%
Miscellaneous	10,225	131	4,053	(6,172)	39.64%
Bonds, FD Bal, Capital Lease	272,000	0	0	(272,000)	0.00%
Transfer In	90,000	0	0	(90,000)	0.00%
Total	\$1,492,095	\$133,936	\$642,518	(849,577)	43.06%



Expenditures					
Park Admin	664,910	33,418	275,737	389,173	41.47%
Park	302,560	24,222	121,883	180,677	40.28%
Recreation	89,934	14,600	35,339	54,595	39.29%
Community Center	228,770	18,139	80,570	148,200	35.22%
Pool	160,872	42,351	77,922	82,950	48.44%
Total	\$1,447,046	\$132,731	\$591,451	\$855,595	40.87%
Revenue Over Expenditure	\$45,049	\$1,205	\$51,067	\$6,018	
Beginning Fund Balance	\$767,595		\$767,595		
			1		



Transportation Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budet
Revenues					
Sales Tax	1,040,000	108,084	355,525	(1,395,525)	34.19%
Permits/Licenses/Fees	22,692	0	2,843	(25,535)	12.53%
Sales of Asset	0	1,410	1,410	(21,410)	7.05%
Misc	20,000	209	1,215	1,410	0.00%
Bonds, FD Bal, Capital Lease	579,760	0	0	(579,760)	0.00%
Total	\$1,662,452	\$109,704	\$360,994	(1,301,458)	21.71%
Expenditures	4 054 400	£00.704	£227.470	\$4.040.0F4	I 00 400/
Total	1,651,126	\$92,704	\$337,172	\$1,313,954	20.42%
Revenue Over Expenditure	\$11,326	\$17,000	\$23,822	\$12,496	210.33%
Beginning Fund Balance	\$1,481,643		\$1,481,643		
Ending Fund Balance	\$1,492,969	1	\$1,505,465		1



City of Grain Valley, MO Unaudited Statement of Revenue, Expenditures, and Fund Balance

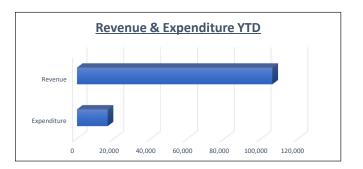
Public Health	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	106,200	858	106,123	(77)	99.93%
Total	\$106,200	\$858	\$106,123	(77)	99.93%
Evnandituras					
Expenditures Total	102,425	\$0	\$16,646	\$85,779	16.25%
	\$3,775	\$0 \$858	\$16,646 \$89,476	\$85,779 \$85,701	16.25%
Total					

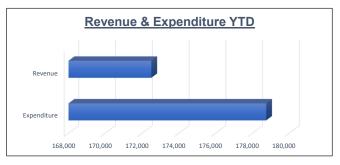
Capital Improvement	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	512,000	58,724	172,497	(339,503)	33.69%
Total	\$512,000	\$58,724	\$172,497	(339,503)	33.69%
Expenditures					

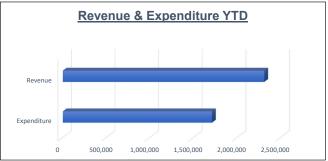
Total	494,800	\$1,663	\$178,747	\$316,053	36.13%
	494,800 \$17,200	\$1,663 \$57,061	\$178,747 (\$6,250)	\$316,053 (\$23,450)	36.13%
Total					

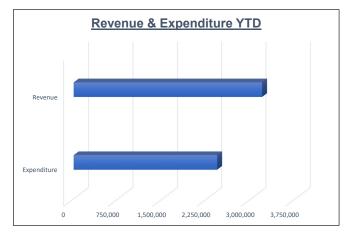
Debt Service	Budget 2024	Current Period	VTD Astus!	Budget to Actual	Percentage of
Davience	Budget 2021	2021	YTD Actual	Variance	Budget
Revenues					
Property Tax	2,291,000	18,689	2,308,385	17,385	100.76%
Misc	10,000	307	2,023	(7,977)	20.23%
Total	\$2,301,000	\$18,997	\$2,310,408	\$9,408	100.41%
Expenditures Total	1,784,714	\$0	\$1,711,474	\$73,240	95.90%
Revenue Over Expenditure	\$516,286	\$18,997	\$598,934	\$82,648	116.01%
Posinning Fund Balanco	\$1 601 800		\$1 601 900		1
Beginning Fund Balance	\$1,601,800		\$1,601,800		

Water & Sewer		Current Period		Budget to Actual	Percentage of
water & Sewer	Budget 2021	2021	YTD Actual	Variance	Budget
Revenues					
Sales Tax	600	79	349	(251)	58.13%
Permits/Licenses/Fees	10,000	35	1,781	(8,219)	17.81%
Charges for Services	6,098,340	571,482	3,162,322	(2,936,018)	51.86%
Sale of Asset	0	7,950	7,950	7,950	7950.00%
Misc.	54,800	1,906	13,087	(41,713)	23.88%
Bonds, FD Bal, Capital Lease	119,036	0	0	(119,036)	0.00%
Total	\$6,282,776	\$581,452	\$3,185,490	(3,097,286)	50.70%
Expenditures					
Water	3,261,622	272,752	1,304,623		
Sewer	2,615,244	141,358	1,119,857		
Total	5,876,866	414,110	2,424,480	\$3,452,386	41.25%
Revenue Over Expenditure	\$405,910	\$167,342	\$761,010	\$355,100	187.48%
Beginning Fund Balance	\$6,706,280		\$6,706,280		
Ending Fund Balance	\$7,112,190		\$7,467,290		









REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

100-GENERAL FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	1,206,800.00	9,761.79	1,207,466.83	100.06	666.83
SALES TAX	1,200,000.00	125,997.13	382,378.69	31.86	(817,621.31)
FRANCHISE FEES	1,070,000.00	59,018.77	398,359.65	37.23	(671,640.35)
FINES & FORFEITURES	163,700.00	8,413.61	58,831.83	35.94	(104,868.17)
PERMITS/LICENSES/FEES	376,640.00	39,509.67	205,777.56	54.64	(170,862.44)
OTHER GOVERNMENTAL	81,624.00	17,099.27	87,672.26	107.41	6,048.26
CHARGES FOR SERVICES	1,000.00	1,040.00	1,315.00	131.50	315.00
SALE OF ASSET/MERCHAND	5,000.00	9,700.00	10,450.00	209.00	5,450.00
MISCELLANEOUS	229,260.00	1,945.86	16,856.67	7.35	(212,403.33)
BONDS, FD BAL, CAPT LEAS	79,934.00	0.00	0.00	0.00	(79,934.00)
TOTAL REVENUES	4,413,958.00	272,486.10	2,369,108.49	53.67	(2,044,849.51)
EXPENDITURE SUMMARY					
HR/CITY CLERK	236,101.44	62,543.79	162,990.31	69.03	73,111.13
INFORMATION TECH	267,694.00	10,242.42	118,137.52	44.13	149,556.48
BLDG & GRDS	105,020.00	8,750.98	50,129.57	47.73	54,890.43
ADMINISTRATION	244,275.74	13,920.09	116,377.71	47.64	127,898.03
ELECTED	105,439.35	8,797.66	41,342.22	39.21	64,097.13
LEGAL	100,000.00	9,427.50	31,955.00	31.96	68,045.00
FINANCE	152,609.45	8,554.91	72,690.43	47.63	79,919.02
COURT	177,200.06	10,431.47	71,357.94	40.27	105,842.12
VICTIM SERVICES	97,082.69	7,345.72	43,007.54	44.30	54,075.15
FLEET	48,848.46	5,023.35	23,407.08	47.92	25,441.38
POLICE	2,505,869.90	234,721.91	1,153,195.91	46.02	1,352,673.99
ANIMAL CONTROL	68,309.42	5,677.05	26,599.93	38.94	41,709.49
PLANNING & ENGINEERING	<u>275,812.75</u>	23,523.38	121,544.18	44.07	154,268.57
TOTAL EXPENDITURES	4,384,263.26	408,960.23	2,032,735.34	46.36	2,351,527.92
REVENUES OVER/(UNDER) EXPENDITURES	29,694.74 (136,474.13)	336,373.15	1,132.77	306,678.41
OTHER USES	29,250.00	0.00	0.00	0.00	29,250.00
TOTAL OTHER FINANCING SOURCES & USES	(29,250.00)	0.00	0.00	0.00	29,250.00
REVENUES & OTHER SOURCES OVER					
(UNDER) EXPENDITURES & OTHER USES	444.74 (136,474.13)	336,373.15	5,633.66	335,928.41

CITY OF GRAIN VALLEY PAGE: 2

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

170-TOURISM TAX FUND

	CURRENT		CURRENT	YEAR TO DATE	% OF	V.	VARIANCE	
		BUDGET	PERIOD	ACTUAL	BUDGET	(UN)	FAVORABLE	
REVENUE SUMMARY								
SALES TAX	_	35,000.00	2,627.25	12,872.28	36.78	()	22,127.72)	
TOTAL REVENUES		35,000.00	2,627.25	12,872.28	36.78	(22,127.72)	
EXPENDITURE SUMMARY								
ECONOMIC DEVELOPMENT		39,250.00	0.00	25,000.00	63.69		14,250.00	
TOTAL EXPENDITURES		39,250.00	0.00	25,000.00	63.69		14,250.00	
REVENUES OVER/(UNDER) EXPENDITURES	(4,250.00)	2,627.25 (12,127.72)	285.36	(7,877.72)	
OTHER SOURCES		4,250.00	0.00	0.00	0.00	(4,250.00)	
TOTAL OTHER FINANCING SOURCES & USES		4,250.00	0.00	0.00	0.00	(4,250.00)	
REVENUES & OTHER SOURCES OVER								
(UNDER) EXPENDITURES & OTHER USES		0.00	2,627.25 (12,127.72)	0.00	(12,127.72)	

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

200-PARK FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	266,500.00	2,156.11	266,686.84	100.07	186.84
SALES TAX	537,000.00	61,463.19	184,832.64	34.42	(352,167.36)
PERMITS/LICENSES/FEES	6,000.00	0.00	6,756.95	112.62	756.95
PARKS	16,610.00	2,870.00	12,520.00	75.38	(4,090.00)
RECREATION	96,344.00	10,414.54	59,078.79	61.32	(37,265.21)
COMMUNITY CENTER	92,766.00	4,759.00	33,975.49	36.62	(58,790.51)
POOL	104,650.00	52,141.51	74,614.51	71.30	(30,035.49)
MISCELLANEOUS	10,225.00	131.39	4,053.21	39.64	(6,171.79)
BONDS, FD BAL, CAPT LEAS	272,000.00	0.00	0.00	0.00	272,000.00)
TOTAL REVENUES	1,402,095.00	133,935.74	642,518.43	45.83	(759,576.57)
EXPENDITURE SUMMARY					
PARK ADMIN	664,910.22	33,418.18	275,737.38	41.47	389,172.84
PARK	302,559.82	24,222.02	121,882.99	40.28	180,676.83
RECREATION	89,933.82	14,600.46	35,338.76	39.29	54,595.06
COMMUNITY CENTER	228,770.44	18,139.07	80,569.63	35.22	148,200.81
POOL	160,872.18	42,351.25	77,922.37	48.44	82,949.81
TOTAL EXPENDITURES	1,447,046.48	132,730.98	591,451.13	40.87	855,595.35
REVENUES OVER/(UNDER) EXPENDITURES	(44,951.48)	1,204.76	51,067.30	113.61-	96,018.78
OTHER SOURCES	90,000.00	0.00	0.00	0.00	90,000.00)
TOTAL OTHER FINANCING SOURCES & USES	90,000.00	0.00	0.00	0.00	(90,000.00)
REVENUES & OTHER SOURCES OVER					
(UNDER) EXPENDITURES & OTHER USES	45,048.52	1,204.76	51,067.30	113.36	6,018.78

7-15-2021 11:17 AM CITY OF GRAIN VALLEY PAGE: 4

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

210-TRANSPORTATION

CURRENT	CURRENT	YEAR TO DATE	% OF	VARIANCE	
BUDGET	PERIOD	ACTUAL	BUDGET	(UN) FAVORABLE	
1,040,000.00	108,084.11	355,524.92	34.19	(684,475.08)	
22,692.00	0.00	2,843.40	12.53	(19,848.60)	
0.00	1,410.00	1,410.00	0.00	1,410.00	
20,000.00	209.48	1,215.23	6.08	(18,784.77)	
579,760.00	0.00	0.00	0.00	(579,760.00)	
1,662,452.00	109,703.59	360,993.55	21.71	(1,301,458.45)	
1,626,125.99	92,703.64	337,171.83	20.73	1,288,954.16	
1,626,125.99	92,703.64	337,171.83	20.73	1,288,954.16	
36,326.01	16,999.95	23,821.72	65.58	(12,504.29)	
25,000.00	0.00	0.00	0.00	25,000.00	
(25,000.00)	0.00	0.00	0.00	25,000.00	
11,326.01	16,999.95	23,821.72	210.33	12,495.71	
	1,040,000.00 22,692.00 0.00 20,000.00 579,760.00 1,662,452.00 1,626,125.99 36,326.01 25,000.00 (25,000.00)	1,040,000.00	BUDGET PERIOD ACTUAL 1,040,000.00 108,084.11 355,524.92 22,692.00 0.00 2,843.40 0.00 1,410.00 1,410.00 20,000.00 209.48 1,215.23 579,760.00 0.00 0.00 1,662,452.00 109,703.59 360,993.55 1,626,125.99 92,703.64 337,171.83 36,326.01 16,999.95 23,821.72 25,000.00 0.00 0.00 (25,000.00) 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	BUDGET PERIOD ACTUAL BUDGET 1,040,000.00 108,084.11 355,524.92 34.19 22,692.00 0.00 2,843.40 12.53 0.00 1,410.00 1,410.00 0.00 20,000.00 209.48 1,215.23 6.08 579,760.00 0.00 0.00 0.00 0.00 1,662,452.00 109,703.59 360,993.55 21.71 1,626,125.99 92,703.64 337,171.83 20.73 36,326.01 16,999.95 23,821.72 65.58 25,000.00 0.00 0.00 0.00 0.00 (25,000.00) 0.00 0.00 0.00 0.00	

7-15-2021 11:17 AM CITY OF GRAIN VALLEY

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 5

AS OF: JUNE 30TH, 2021

230-PUBLIC HEALTH

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET		ARIANCE FAVORABLE
REVENUE SUMMARY							
PROPERTY TAX	_	106,200.00	857.80	106,122.84	99.93	()	77.16)
TOTAL REVENUES		106,200.00	857.80	106,122.84	99.93	(77.16)
EXPENDITURE SUMMARY							
PUBLIC HEALTH		62,425.00	0.00	16,646.40	26.67		45,778.60
TOTAL EXPENDITURES		62,425.00	0.00	16,646.40	26.67		45,778.60
REVENUES OVER/(UNDER) EXPENDITURES		43,775.00	857.80	89,476.44	204.40		45,701.44
OTHER USES		40,000.00	0.00	0.00	0.00		40,000.00
TOTAL OTHER FINANCING SOURCES & USES	(40,000.00)	0.00	0.00	0.00		40,000.00
REVENUES & OTHER SOURCES OVER							
(UNDER) EXPENDITURES & OTHER USES		3,775.00	857.80	89,476.44	2,370.24		85,701.44

7-15-2021 11:17 AM CITY OF GRAIN VALLEY PAGE: 6

REVENUE & EXPENSE REPORT (UNAUDITED)

AS	OF:	JUNE	30TH,	20

250-OLD TOWNE TIF

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET (VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	275,000.00	0.00	14,748.35	5.36	(260,251.65)
SALES TAX	60,000.00	20,837.92	45,632.84	76.05	14,367.16)
TIF, NID, CID	30,000.00	871.41	18,725.68	62.42 (11,274.32)
TOTAL REVENUES	365,000.00	21,709.33	79,106.87	21.67	285,893.13)
EXPENDITURE SUMMARY					
TIF-OLD TOWN MKT PLACE	365,000.00	31,457.47	48,641.62	13.33	316,358.38
TOTAL EXPENDITURES	365,000.00	31,457.47	48,641.62	13.33	316,358.38
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (9,748.14)	30,465.25	0.00	30,465.25
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00 (9,748.14)	30,465.25	0.00	30,465.25

7-15-2021 11:17 AM CITY OF GRAIN VALLEY

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 7

AS OF: JUNE 30TH, 2021

280-CAPITAL PROJECTS FUND

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET (U	VARIANCE N) FAVORABLE
REVENUE SUMMARY					
SALES TAX	512,000.00	58,723.97	172,497.09	33.69 (_	339,502.91)
TOTAL REVENUES	512,000.00	58,723.97	172,497.09	33.69 (339,502.91)
EXPENDITURE SUMMARY					
CAPITAL IMPROVEMENTS	494,800.00	1,663.20	178,747.37	36.13	316,052.63
TOTAL EXPENDITURES	494,800.00	1,663.20	178,747.37	36.13	316,052.63
REVENUES OVER/(UNDER) EXPENDITURES	17,200.00	57,060.77 (6,250.28)	36.34-(23,450.28)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	17,200.00	57,060.77 (6,250.28)	36.34-(23,450.28)

7-15-2021 11:17 AM CITY OF GRAIN VALLEY PAGE: 8

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

300-MKT PLACE TIF-PR#2

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY						
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL		5,000.00	0.00	137.50	2.75	4,862.50
TOTAL EXPENDITURES		5,000.00	0.00	137.50	2.75	4,862.50
REVENUES OVER/(UNDER) EXPENDITURES	(5,000.00)	0.00 (137.50)	2.75	4,862.50
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	(5,000.00)	0.00 (137.50)	2.75	4,862.50

7-15-2021 11:17 AM CITY OF GRAIN VALLEY PAGE: 9

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

301-MKT PL TIF RESERVE PR#2

FINANCIAL SUMMARY 50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
EXPENDITURE SUMMARY					

REVENUES & OTHER SOURCES OVER

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

302-MKTPL TIF-PR#2 SPEC ALLOC

FINANCIAL SUMMARY 50.00% OF FISCAL YEAR

CURRENT YEAR TO DATE % OF VARIANCE

BUDGET		PERIOD	астнат.	BUDGET	(UN) FAVORABLE	
245	,000.00	51,562.43	254,648.64	103.94	9,648.64	
400	,000.00	32,326.75	198,794.32	49.70	(201,205.68)	
200	,000.00	7,096.14	79,086.92	39.54	(120,913.08)	
2	000.00	0.00	69.69	3.48 (1,930.31)	
847	,000.00	90,985.32	532,599.57	62.88	(314,400.43)	
652	,000.00	326.54	760,598.45	<u>116.66</u> (108,598.45)	
652	,000.00	326.54	760,598.45	116.66	(108,598.45)	
195	,000.00	90,658.78 (227,998.88)	116.92-	(422,998.88)	
185	.000.00	0.00	0.00	0.00	185,000.00	
(185	,000.00)	0.00	0.00	0.00	185,000.00	
10	,000.00	90,658.78 (227,998.88)	2,279.99-	(237,998.88)	
	245, 400, 200, 2, 847, 652, 652, 195, 185, (185,	400,000.00 200,000.00 2,000.00 847,000.00 652,000.00 195,000.00 185,000.00 (185,000.00)	245,000.00 51,562.43 400,000.00 32,326.75 200,000.00 7,096.14 2,000.00 0.00 847,000.00 90,985.32 652,000.00 326.54 652,000.00 90,658.78 (185,000.00 0.00 (185,000.00) 0.00	245,000.00 51,562.43 254,648.64 400,000.00 32,326.75 198,794.32 200,000.00 7,096.14 79,086.92 2,000.00 0.00 69.69 847,000.00 90,985.32 532,599.57 652,000.00 326.54 760,598.45 652,000.00 90,658.78 (227,998.88) 185,000.00 0.00 0.00 (185,000.00) 0.00 0.00	245,000.00 51,562.43 254,648.64 103.94 400,000.00 32,326.75 198,794.32 49.70 200,000.00 7,096.14 79,086.92 39.54 2,000.00 69.69 3.48 (847,000.00 90,985.32 532,599.57 62.88 652,000.00 326.54 760,598.45 116.66 (652,000.00 90,658.78 (227,998.88) 116.92-185,000.00 0.00 0.00 0.00 0.00 (185,000.00) 0.00 0.00 0.00 0.00	

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

305-MKTPLACE TIF-PR#2 IDA BDS

BUDGET	PERIOD 0.00	ACTUAL	BUDGET (U	N) FAVORABLE
2,000.00	0.00	7 05		
2,000.00	0.00	7 05		
		1.93	0.40 (1,992.05)
2,000.00	0.00	7.95	0.40 (1,992.05)
208,000.00	0.00	106,519.21	51.21	101,480.79
208,000.00	0.00	106,519.21	51.21	101,480.79
206,000.00)	0.00 (106,511.26)	51.70	99,488.74
210,000.00	0.00	102,102.91	48.62 (_	107,897.09)
210,000.00	0.00	102,102.91	48.62 (107,897.09)
4,000.00	0.00 (4,408.35)	110.21-(8,408.35)
	208,000.00 208,000.00 206,000.00) 210,000.00 210,000.00	2,000.00 0.00 208,000.00 0.00 208,000.00 0.00 206,000.00 0.00 210,000.00 0.00 210,000.00 0.00	2,000.00 0.00 7.95 208,000.00 0.00 106,519.21 208,000.00 0.00 106,519.21 206,000.00) 0.00 (106,511.26) 210,000.00 0.00 102,102.91 210,000.00 0.00 102,102.91 210,000.00 0.00 102,102.91	2,000.00 0.00 7.95 0.40 (208,000.00 0.00 106,519.21 51.21 208,000.00 0.00 106,519.21 51.21 206,000.00) 0.00 (106,511.26) 51.70 210,000.00 0.00 102,102.91 48.62 (210,000.00 0.00 102,102.91 48.62 (

CITY OF GRAIN VALLEY PAGE: 12

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

310-MKT PLACE NID- PR#2

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
BONDS, FD BAL, CAPT LEAS	220,000.00	21,085.46	175,606.21	79.82	(44,393.79)
TOTAL REVENUES	220,000.00	21,085.46	175,606.21	79.82	(44,393.79)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL _	216,200.00	0.00	173,109.37	80.07	43,090.63
TOTAL EXPENDITURES	216,200.00	0.00	173,109.37	80.07	43,090.63
REVENUES OVER/(UNDER) EXPENDITURES	3,800.00	21,085.46	2,496.84	65.71	(1,303.16)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	3,800.00	21,085.46	2,496.84	65.71	(1,303.16)

7-15-2021 11:17 AM CITY OF GRAIN VALLEY PAGE: 13 REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

321-MKT PL CID-PR2 SALES/USE

		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL		VARIANCE N) FAVORABLE
REVENUE SUMMARY						
SALES TAX		•	·	173,639.15		
MISCELLANEOUS	_	1,000.00	0.98	42.33	4.23 (957.67)
TOTAL REVENUES		305,500.00	26,542.12	173,681.48	56.85 (131,818.52)
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL	_	222,500.00	398.11	176,916.02	79.51	45,583.98
TOTAL EXPENDITURES		222,500.00	398.11	176,916.02	79.51	45,583.98
REVENUES OVER/(UNDER) EXPENDITURES		83,000.00	26,144.01 (3,234.54)	3.90-(86,234.54)
OTHER USES	_	25,000.00	0.00	102,102.91	408.41 (77,102.91)
TOTAL OTHER FINANCING SOURCES & USES	(25,000.00)	0.00 (102,102.91)	408.41 (77,102.91)
REVENUES & OTHER SOURCES OVER		59 000 00	26 144 01 7	105,337.45)	191 62-7	162 227 /5\
(UNDER) EXPENDITURES & OTHER USES		38,000.00	20,144.Ul (105,337.45)	101.02-(103,337.43)

7-15-2021 11:17 AM CITY OF GRAIN VALLEY PAGE: 14

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

322-INTRCHG MERCADO CID-PR#3

FINANCIAL SUMMARY 50.00% OF FISCAL YEAR

CURRENT CURRENT YEAR TO DATE % OF VARIANCE
BUDGET PERIOD ACTUAL BUDGET (UN) FAVORABLE

REVENUE SUMMARY

BONDS, FD BAL, CAPT LEAS 0.00 0.00 (7,805.00) 0.00 (7,805.00)

TOTAL REVENUES 0.00 0.00 (7,805.00) 0.00 (7,805.00)

CITY OF GRAIN VALLEY PAGE: 15

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

323-INTRCH VGV CID-PROJECT #3

	CURRENT	CURRENT	YEAR TO DATE	% OF	VARIANCE	
	BUDGET	PERIOD	ACTUAL	BUDGET	(UN)	FAVORABLE
REVENUE SUMMARY						
SALES TAX	36,700.00	6,172.44	16,490.23	44.93	(20,209.77)
BONDS, FD BAL, CAPT LEAS	0.00	0.00 (11,170.60)	0.00	(11,170.60)
TOTAL REVENUES	36,700.00	6,172.44	5,319.63	14.49	(31,380.37)
EXPENDITURE SUMMARY						
NON-DEPARTMENTAL	<u>36,700.00</u>	0.00	860.00	2.34		35,840.00
TOTAL EXPENDITURES	36,700.00	0.00	860.00	2.34		35,840.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,172.44	4,459.63	0.00		4,459.63
REVENUES & OTHER SOURCES OVER	0.00	6.172.44	4.459.63	0.00		4,459.63
(UNDER) EXPENDITURES & OTHER USES	0.00	6,172.44	4,459.63	0.00		4,459.6

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

325-INTRCHG TIF- PR #1A

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	40,000.00	0.00	0.00	0.00	(40,000.00)
SALES TAX	50,000.00	3,440.04	23,278.48	46.56	(26,721.52)
TIF, NID, CID	25,000.00	763.13	10,939.32	43.76	(14,060.68)
MISCELLANEOUS	5,000.00	86.54	509.09	10.18	(4,490.91)
TOTAL REVENUES	120,000.00	4,289.71	34,726.89	28.94	(85,273.11)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	2,500.00	0.00	205.50	8.22	2,294.50
TOTAL EXPENDITURES	2,500.00	0.00	205.50	8.22	2,294.50
REVENUES OVER/(UNDER) EXPENDITURES	117,500.00	4,289.71	34,521.39	29.38	(82,978.61)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	117,500.00	4,289.71	34,521.39	29.38	(82,978.61)

CITY OF GRAIN VALLEY PAGE: 17 REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

330-TIF PROJECT #3

FINANCIAL SUMMARY 50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX	30,000.00	0.00	0.00	0.00	(30,000.00)
SALES TAX	45,000.00	7,638.39	17,153.87	38.12	(27,846.13)
TIF, NID, CID	20,000.00	475.77	9,953.65	49.77	(10,046.35)
TOTAL REVENUES	95,000.00	8,114.16	27,107.52	28.53	(67,892.48)
EXPENDITURE SUMMARY					
NON-DEPARTMENTAL	12,000.00	0.00	0.00	0.00	12,000.00
TOTAL EXPENDITURES	12,000.00	0.00	0.00	0.00	12,000.00
REVENUES OVER/(UNDER) EXPENDITURES	83,000.00	8,114.16	27,107.52	32.66	(55,892.48)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	83,000.00	8,114.16	27,107.52	32.66	(55,892.48)

REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 18

AS OF: JUNE 30TH, 2021

340-INTERCHANGE TIF #4

FINANCIAL SUMMARY 50.00% OF FISCAL YEAR

	CURRENT	CURRENT	YEAR TO DATE	% OF	VARIANCE	
	BUDGET	PERIOD	ACTUAL	BUDGET	(UN)	FAVORABLE
REVENUE SUMMARY						
PROPERTY TAX	30,000.00	0.00	0.00	0.00	(30,000.00)
SALES TAX	22,500.00	4,083.28	10,863.07	48.28	(11,636.93)
TIF, NID, CID	10,000.00	190.39	8,399.81	84.00	(1,600.19)
TOTAL REVENUES	62,500.00	4,273.67	19,262.88	30.82	(43,237.12)
EXPENDITURE SUMMARY						
NON DEPARTMENTAL	5,000.00	0.00	0.00	0.00		5,000.00
TOTAL EXPENDITURES	5,000.00	0.00	0.00	0.00		5,000.00
REVENUES OVER/(UNDER) EXPENDITURES	57,500.00	4,273.67	19,262.88	33.50	(38,237.12)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	57,500.00	4,273.67	19,262.88	33.50	(38,237.12)

CITY OF GRAIN VALLEY PAGE: 19

REVENUE & EXPENSE REPORT (UNAUDITED)

400-DEBT SERVICE FUND

FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
REVENUE SUMMARY					
PROPERTY TAX MISCELLANEOUS	2,291,000.00	•	2,308,384.58		17,384.58 (<u>7,976.77</u>)
TOTAL REVENUES	2,301,000.00	18,996.52	2,310,407.81	100.41	9,407.81
EXPENDITURE SUMMARY					
DEBT SERVICE	1,784,714.00	0.00	1,711,473.61	95.90	73,240.39
TOTAL EXPENDITURES	1,784,714.00	0.00	1,711,473.61	95.90	73,240.39
REVENUES OVER/(UNDER) EXPENDITURES	516,286.00	18,996.52	598,934.20	116.01	82,648.20
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	516,286.00	18,996.52	598,934.20	116.01	82,648.20

AS OF: JUNE 30TH, 2021

7-15-2021 11:17 AM PAGE: 20 CITY OF GRAIN VALLEY REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JUNE 30TH, 2021

600-WATER/SEWER FUND

FINANCIAL SUMMARY

50.00% OF FISCAL YEAR

CURRENT CURRENT YEAR TO DATE % OF VARIANCE

	BUDGET	PERIOD	ACTUAL	BUDGET	(UN) FAVORABLE
REVENUE SUMMARY					
SALES TAX	600.00	78.89	348.77	58.13	(251.23)
PERMITS/LICENSES/FEES	10,000.00	35.00	1,781.32	17.81	(8,218.68)
CHARGES FOR SERVICES	6,098,340.00	571,482.45	3,162,322.44	51.86	(2,936,017.56)
SALE OF ASSET/MERCHAND	0.00	7,950.00	7,950.00	0.00	7,950.00
MISCELLANEOUS	54,800.00	1,906.15	13,087.48	23.88	(41,712.52)
BONDS, FD BAL, CAPT LEAS	<u>119,036.00</u>	0.00	0.00	0.00	(<u>119,036.00</u>)
TOTAL REVENUES	6,282,776.00	581,452.49	3,185,490.01	50.70	(3,097,285.99)
EXPENDITURE SUMMARY					
WATER	3,261,662.21	272,752.30	1,304,623.06	40.00	1,957,039.15
SEWER	2,615,244.41	141,358.03	1,119,856.65	42.82	1,495,387.76
TOTAL EXPENDITURES	5,876,906.62	414,110.33	2,424,479.71	41.25	3,452,426.91
REVENUES OVER/(UNDER) EXPENDITURES	405,869.38	167,342.16	761,010.30	187.50	355,140.92
REVENUES & OTHER SOURCES OVER					
(UNDER) EXPENDITURES & OTHER USES	405,869.38	167,342.16	761,010.30	187.50	355,140.92

CITY OF GRAIN VALLEY MEMORANDUM

FROM: Khalilah Holland, Human Resources Administrator

TO: Mayor & Board of Aldermen

CC: Ken Murphy, City Administrator

DATE: July 26, 2021

SUBJECT: Human Resources Update

Month in Review

• Mid-year employee performance reviews began July 1st

- MissionSquare representative provided an overview of the employee contributed retirement plan options
- Responded to salary and benefit surveys for the City of Troy, Parkville, Excelsior Springs, Smithville and Pleasant Valley
- Safety Committee members planning the October 8th Safety Fair

Current Positions Available

Full-Time

- Public Works Maintenance Worker (2) open until filled
- GIS/IT Specialist (1) open until filled

Promotions

• Public Works Crew Leader (1)

Recently Filled Positions

None

Retirement

• Brad Elledge, Public Works Crew Leader (8) years of service

Anniversary

<u>Name</u>	Department	<u>Date</u>	Years of Service
Shawnda Dunnell	PD	7/9	3
Tammy Wall	PD	7/18	5
Steven Thompson	PD	7/13	6
Jan Selck	CD	7/16	14
Bobby Ball	PD	7/22	16

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City of Grain Valley 2021-2025 Strategic Plan

July 2021 Strategies Update

Administration Strategies: January 1-June 30, 2021

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

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

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

Strategy: The City will partner with the Grain Valley Partnership to share resources available through the Grain Valley Partnership by June 2021.

Status: An informational flier was created by the City and distributed to all local businesses during the Occupational License renewal season. All new applications for an Occupational License now receive the flier as well.

Strategy: The City will clearly define the roles of the Partnership and the roles of the City in regard to Economic Development by June 2021.

Status: The Grain Valley Partnership is currently undergoing strategic planning which will clarify the roles and responsibilities that the Partnership holds. Conversations are ongoing.

Strategy: The City Administrator and Deputy City Administrator will receive education in economic development strategies through the Heartland Economic Development Course.

Status: Both staff members completed the course in April 2021.

Brand Identity

Administration Strategies: January 1-June 30, 2021

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

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

Strategy: Information including bids, grant assistance timeframes, etc. will be collected to make a decision on the next steps towards creating a brand identification by June 2021.

Status: Information regarding the branding process was collected from various parties including Kansas City Area Economic Development Council, local communities and brand agencies. An RFP was issued in May 2021. The selected candidate will be brought the Board in the summer of 2021 to enter into an agreement to begin brand cultivation.

Administration Strategies: January 1-June 30, 2021

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

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

Strategy: The City will begin quarterly (minimum) outreach to residents/businesses who wish to receive electronic communications by February 2021.

Status: The City has established a public email listserv and continues to encourage interested parties to register for updates. To date, two newsletters have been distributed and additional announcements have been sent through the platform.

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

Strategy: An annual statement of comprehensive benefits will be provided to each employee by January 2021.

Status: The statement of comprehensive benefits was provided in January 2021 and will continue in future years.

Strategy: Staff milestones will be celebrated in a dedicated section of the monthly "Staff Matters" publication beginning February 2021.

Status: Milestones have been included in every staff newsletter and Department Heads are provided with a monthly list of birthdays and work anniversaries.

Strategy: The City Administrator and/or Deputy City Administrator will visit departmental meetings on a quarterly basis beginning in the first quarter of 2021.

Status: The administration team has been attending staff meetings on a quarterly basis, bringing updates to departments and answering questions in an open forum.

Strategy: The City will survey surrounding communities to gather information regarding strategies related to employee compensation for tenure and performance milestones by March 2021.

Status: Human Resources received milestone information from nearly 15 municipalities. Information was compiled and reviewed. A Pay for Performance policy was drafted and tenure compensation was amended to reflect a comprehensive plan to reward staff for high quality work and longevity. The policy will be brought to the Board of Aldermen for approval during budget workshops.

Community Development 6 Month Strategies

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

Strategy: The Pavement Condition Index (PCI) will be utilized to develop a street maintenance program by June 30th.

Status: The PCI was completed and an overlay has been completed on identified priority streets. Plans for future overlays have been documented in the Capital Improvements Plan through 2026.

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Community Development 6 Month Strategies

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

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

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Status: The PCI was completed and an overlay has been completed on identified priority streets. Plans for future overlays have been documented in the Capital Improvements Plan through 2026.

Strategy: The Neptune Fixed Water Meter Reading System will be utilized by staff and citizens with the capability to collect readings on more than 99% of water meters by February 2021.

Status: The 5th tower to read the system was installed at the end of May. Approximately 5,800 meters are being captured by the installed towers (95%). It is anticipated this will continue to improve as meters are upgraded. This is saving several days worth of meter reading time for the department.

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

Strategy: The Pavement Condition Index (PCI) will be utilized to develop a street maintenance program by June 30th, 2021.

Status: The PCI was completed and an overlay has been completed on identified priority streets. Plans for future overlays have been documented in the Capital Improvements Plan through 2026.

Strategy: The 2018 International Building Code (IBC) and Supplemental Codes will be adopted, reviewed and communicated to builders and contractors by May 1st, 2021.

Status: The IBC was presented to the Board of Aldermen on April 12, 2021 for a first read. It will be presented to the Board for a second read after the 90 day public viewing period is complete in late July.

Strategy: The FY2022-2026 Capital Improvement Plan will be drafted and presented to the appropriate Commissions and Boards by April 2021.

Status: The Capital Improvements Plan was presented to the Planning and Zoning Commission on March 10, 2021 and was approved via resolution R21-27 on March 22, 2021.

Finance 6 Month Strategies

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

Strategy: Utility Billing Customers will be encouraged to pay via automated phone (IVR), website, or text to pay allowing for more payment options and freeing up staff to handle other customer service needs.

Status: Use of alternative payment methods have increased over 50% since May 2020. Payment via app has also been added.

Strategy: The Neptune Fixed Water Meter Reading System will be utilized by staff and citizens with increased confidence in software integration between Neptune and Incode.

Status: Neptune is utilized on a daily basis. It provides more detailed data which in turn has transformed how customers are served.

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

Strategy: The Utility Billing and Finance Department will implement monthly staff meetings to discuss trends, progress on strategies, and go over any departmental issues.

Status: Meetings are now being held monthly.

Strategy: The Utility Billing
Department will work to train new
staff members and staff members
taking on new roles to ensure a
smooth transition of operations.

Status: Transition with new staff and new roles has been successful.

Additional training sessions continue to be held internally.

The City will diversify the general fund revenue such that property tax will move from making up 27.83% of revenues to no more than 25% of revenues by December 2025.

Strategy: The Finance Department will review current revenue streams to identify any needs for additional sources.

Status: A review of current and past trends for the last 5 years was completed. A monthly statement of revenues, expenses and changes in the fund balance has been created to monitor progress. It is recommended that a Use Tax be researched to diversify general fund revenue.

Parks and Recreation 6 Month Strategies

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

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

Strategy: Construction of the pedestrian bridge and connecting trails will be completed by June, 2021, weather and bid award permitting, providing a key pedestrian connection between the school campus and the Sni-A-Bar Farms neighborhoods.

Status: The pedestrian bridge was installed in April. Trail connectivity will continue to be a priority between Sni-A-Bar Farms and the school campus with connecting trails now having an anticipated completion date of July 2021.

Brand Identity

Parks and Recreation 6 Month Strategies

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

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

Strategy: The "Friends of the Park" program will be developed and disseminated to the public by May 2021.

Status: Strategy will carryover to the next 6 months due to Park Board turnover and hiring of a new Recreation Supervisor who will be a key staff member for this initiative.

Parks and Recreation 6 Month Strategies

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Status: The pedestrian bridge was installed in April. Trail connectivity will continue to be a priority between Sni-A-Bar Farms and the school campus with connecting trails now having an anticipated completion date of July 2021.

Strategy: The "Friends of the Park" program will be developed and disseminated to the public by May 2021.

Status: Strategy will carryover to the next 6 months due to Park Board turnover and hiring of a new Recreation Supervisor who will be a key staff member for this initiative.

Strategy: Planning for the replacement of the existing playgrounds at Armstrong Park with an all-inclusive play area to include accessible play structures and surfacing will begin with funding options identified by February 2021.

Status: Grant funds have been applied for to assist with the completion of the all-inclusive playground at Armstrong Park. Grant announcements will be made in October 2021.

Police Department 6 Month Strategies

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

Grain Valley will strengthen the General Fund sales tax from a base of \$1,150,000 by 15% in December 2025.

Strategy: Discussion to determine the needs for a Public Safety Sales Tax will be completed by March 2021 and research on other agencies who have passed a Public safety Sales Tax will be completed by June 2021.

Status: The department has reviewed Public Safety Sales Tax measures in other communities and has determined the needs these revenues could be used for in Grain Valley.

Police Department 6 Month Strategies

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

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

Strategy: Research on other agencies that are successful in their Police Department recruitment and retention practices will be completed by March 2021.

Status: Research has been completed. Other local Police Departments face issues similar to Grain Valley.

Strategy: The key methods used to make recruitment and retention process successful in other departments will be identified by June 2021.

Status: Adjustments to the hiring process will be made to expedite the timeline. Salary and benefits are important for retention.

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

Strategy: An officer will be selected and assigned to host the Police Department's Community Forums by March 2021.

Status: Staff have been identified to lead the Community Forum project.

Strategy: Research central locations to host the Community Forum will be completed by April 2021.

Status: Location for forums has been identified. Forums will begin in July and be held monthly with a quarterly evaluation of success.

The City will diversify the general fund revenue such that property tax will move from making up 27.83% of revenues to no more than 25% of revenues by December 2025.

Strategy: Discussion to determine the needs for a Public Safety Sales Tax will be completed by March 2021 and research on other agencies who have passed a Public safety Sales Tax will be completed by June 2021.

Status: The department has reviewed Public Safety Sales Tax measures in other communities and determined the needs that such revenue would be useful.