

**CITY OF GRAIN VALLEY BOARD OF ALDERMEN  
REGULAR MEETING AGENDA**

**JULY 8, 2019  
7:00 P.M.**

**OPEN TO THE PUBLIC**

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

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**ITEM I: CALL TO ORDER**

- Mayor Mike Todd

**ITEM II: ROLL CALL**

- City Clerk Jamie Logan

**ITEM III: INVOCATION**

- Mike Cassidy of Faith United Methodist Church

**ITEM IV: PLEDGE OF ALLEGIANCE**

- Alderman Bob Headley

**ITEM V: APPROVAL OF AGENDA**

- Deputy 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**

- June 24, 2019 – Board of Aldermen Regular Meeting Minutes
- June 2019 – Court Report
- July 8, 2019 – Accounts Payable

**ITEM IX: PREVIOUS BUSINESS**

- None

**ITEM X: NEW BUSINESS**

- None



**ITEM XI: PRESENTATIONS**

- None

**ITEM XII: PUBLIC HEARING**

- Request for zone change for Certain Land in Grain Valley from M-1 Light Industrial to C-2 General Commercial

**ITEM XIII: ORDINANCES**

**ITEM XIII (A) An Ordinance Approving a Standard Fine Schedule for the Grain Valley Municipal Court**

*2<sup>ND</sup> READ*

To be in compliance with minimum operating standards for municipal courts

**ITEM XIII (B) An Ordinance Changing The Zoning For Certain Land In Grain Valley From M-1 Light Industrial To C-2 General Commercial**

*1<sup>ST</sup> READ*

The applicant is requesting this zoning change to C-2 to ultimately be able to open a bar which will serve some food

**ITEM XIV: RESOLUTIONS**

**ITEM XIV (A) A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri authorizing the City Administrator to enter into agreement with Victor L. Phillips for the annual skid steer lease**

To renew the annual skid steer lease

**ITEM XV: CITY ATTORNEY REPORT**

- City Attorney

**ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS**

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



**ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS**

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Jayci Stratton
- Alderman Nancy Totton
- Alderman Yolanda West

**ITEM XVIII: MAYOR REPORT**

- Mayor Mike Todd

**ITEM XIX: EXECUTIVE SESSION**

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

**ITEM XX: ADJOURNMENT**

**PLEASE NOTE**

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A REGULAR MEETING ON JULY 22, 2019 AT 7:00 P.M. THE MEETING WILL BE HELD IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS

UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211



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*Consent*

*Agenda*

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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**06/24/2019**  
 PAGE 1 OF 7

**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on June 24, 2019 at 7:00 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Todd

**ITEM II: ROLL CALL**

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

**-QUORUM PRESENT-**

**ITEM III: INVOCATION**

- Invocation was given by Darryl Jones

**ITEM IV: PLEDGE OF ALLEGIANCE**

- The Pledge of Allegiance was led by Alderman Cleaver

**ITEM V: APPROVAL OF AGENDA**

- City Administrator Hunt stated a need to amend the agenda and add an Executive Session per Section 610.021(1), *RSMo. 1998, as Amended* before New Business; The second amendment to the agenda is to add the Grain Valley Partnership to the list of liquor license renewals under the New Business section
- *Alderman West moved to accept the agenda changes*
- *The motion was seconded by Alderman Headley*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION CARRIED: 5-0-**

**ITEM VI: PROCLAMATIONS**

- None

**ELECTED OFFICIALS PRESENT**  
 Mayor Mike Todd  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Nancy Totton  
 Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**  
 Alderman Jayci Stratton

**STAFF OFFICIALS PRESENT**  
 City Administrator Ryan Hunt  
 Deputy City Administrator Ken Murphy  
 Assistant City Administrator Theresa Osenbaugh  
 Finance Director Steven Craig  
 Chief James Beale  
 Parks and Recreation Director Shannon Davies  
 Community Development Director Mark Trosen  
 City Clerk Jamie Logan  
 City Attorney Jeremy Cover



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Regular Session

**06/24/2019**  
PAGE 2 OF 7

**ITEM VII: CITIZEN PARTICIPATION**

- Robert Delaet 1294 Phelps Drive, Grain Valley, MO  
Discussed water drainage issue at his daughter's home and handed photos of retention ponds near this property showing these draining to her backyard; Mayor Todd explained there is a meeting with Mr. Delaet with the City of Grain Valley City on Wednesday to discuss this issue and that there is nothing for the board to approve at this point

**ITEM VIII: CONSENT AGENDA**

- April 30, 2019 – Park Board Minutes
- May 8, 2019 – Planning and Zoning Minutes
- May 29, 2019 – Planning and Zoning Workshop Minutes
- June 10, 2019 – Board of Aldermen Regular Meeting Minutes
- June 24, 2019 – Accounts Payable
- *Alderman West made a Motion to Approve the Consent Agenda*
- *The Motion was Seconded by Alderman Totton*
  - No Discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 5-0-**

**ITEM IX: EXECUTIVE SESSION**

- Mayor Todd stated a need to hold an Executive Session for items under legal Section 610.021(1), *RSMo. 1998, as amended*
- *Alderman West moved to close the Regular Meeting for items related to Section 610.021(1), RSMo. 1998, As Amended*
- *The motion was seconded by Alderman Totton*
- No Discussion
- *The motion was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*

**ELECTED OFFICIALS PRESENT**  
Mayor Mike Todd  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Nancy Totton  
Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**  
Alderman Jayci Stratton

**STAFF OFFICIALS PRESENT**  
City Administrator Ryan Hunt  
Deputy City Administrator Ken Murphy  
Assistant City Administrator Theresa Osenbaugh  
Finance Director Steven Craig  
Chief James Beale  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Jeremy Cover





**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Regular Session

**06/24/2019**  
**PAGE 3 OF 7**

- *Nay: None*
- *Abstain: None*

**-MOTION CARRIED: 5-0-**

**-THE REGULAR MEETING CLOSED AT 7:17 PM-**

**-THE REGULAR MEETING OPENED AT 7:33 PM-**

**ITEM X: PREVIOUS BUSINESS**

- None

**ITEM XI: NEW BUSINESS**

- Liquor License Renewal Applications
  - Mayor Todd read the list of liquor license renewals and opened the floor for a motion to approve the liquor license renewals for 2019-2020:
    - Burgess Renovations, LLC dba Valley Pub & Patio
    - Casey's General Store #2209
    - Casey's General Store #2808
    - Casey's General Store #3325
    - Cosentino's Price Chopper #325
    - Discount Liquor & Smokes
    - Dollar General Store #9597
    - Impact Motor Sports, LLC dba Valley Speedway
    - JY Amigo's Inc. dba El Maguey
    - Outerbelt Entertainment dba Whiskey Tango
    - El Tequilazo Cocina Y Cantina
    - Grain Valley Partnership
- *Alderman Headley made a Motion to Approve Liquor License Renewals*
- *The Motion was seconded by Alderman Totton*
- *Motion to Approve Liquor License Renewals was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 5-0-**

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Nancy Totton  
Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**

Alderman Jayci Stratton

**STAFF OFFICIALS PRESENT**

City Administrator Ryan Hunt  
Deputy City Administrator Ken Murphy  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Regular Session

**06/24/2019**  
PAGE 4 OF 7

**ITEM XII: PRESENTATIONS**

- None

**ITEM XIII: PUBLIC HEARING**

- None

**ITEM XIV: ORDINANCES**

**Bill No. B19-16:** An Ordinance Approving the Final Plat of Risinger Hills

- *Alderman Headley moved to make the second reading by title only of Bill No. B19-16*
- *The Motion was Seconded by Alderman Cleaver*
  - *No Discussion*
- *Motion to bring up Bill No. B19-16 for a second reading was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*

**-Motion Approved: 5-0-**

**Bill No. B19-16:** An Ordinance Approving the Final Plat of Risinger Hills

City Attorney Jeremy Cover read **Bill No. B19-16** for its second reading by title only

- *Alderman Headley moved to accept the second reading of Bill No. B19-16 making it ordinance #2469*
- *The Motion was Seconded by Alderman Totton*
  - *No Discussion*
- *Bill No. B19-16 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*

**-Bill No. B19-16 BECAME ORDINANCE #2469: 5-0-**

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Nancy Totton  
Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**

Alderman Jayci Stratton

**STAFF OFFICIALS PRESENT**

City Administrator Ryan Hunt  
Deputy City Administrator Ken Murphy  
Assistant City Administrator Theresa Osenbaugh  
Finance Director Steven Craig  
Chief James Beale  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
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City Attorney Jeremy Cover



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**06/24/2019**  
 PAGE 5 OF 7

**Bill No. B19-17: An Ordinance Approving a Standard Fine Schedule for the Grain Valley Municipal Court**

- *Alderman Headley moved to make the first reading by title only of Bill No. B19-17*
- *The Motion was Seconded by Alderman Bass*
  - *No Discussion*
- *Motion to make the first reading of Bill No. B19-17 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Totton, West*
  - *Nay: None*
  - *Abstain: None*

**-Bill No. B19-17 Approved for a Second Reading: 5-0-**

**ITEM XV: CITY ATTORNEY REPORT**

- City Attorney Cover stated city officials could attend a medical marijuana seminar Friday morning

**ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS**

- City Administrator Ryan Hunt
  - Welcomed Community Development Director Mark Trosen to the team
- Deputy City Administrator Ken Murphy
  - Stated Mr. Murphy, Ms. Osenbaugh, and Mr. Trosen attending seminar Friday at MPR and have already started preparing for medical marijuana changes
- Assistant City Administrator Theresa Osenbaugh
  - Invited all to Grain Valley Assistance Council Ribbon Cutting June 26 at 5:00 PM for 5:30 ribbon cutting at their location in the Nichols building
- Chief James Beale
  - None
- Finance Director Steven Craig
  - Progress has been made on the tax increment bond refunding; Working with Baker Tilley to fulfill city's annual financial disclosure requirements; welcomed Mr. Trosen to City
- Parks & Recreation Director Shannon Davies

**ELECTED OFFICIALS PRESENT**  
 Mayor Mike Todd  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Nancy Totton  
 Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**  
 Alderman Jayci Stratton

**STAFF OFFICIALS PRESENT**  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
 Regular Session

**06/24/2019**  
 PAGE 6 OF 7

- Reported on youth baseball/softball program and stated record turnout for registration; this current week is the last week of the season & a challenging season due to rain outs; fall season to kick off in a month in a half
- Community Development Director Mark Trosen
  - Public Works is completing the pothole patching program, fire alarms tested in the Community Center and City Hall; on behalf of public works department he thanked the Mayor and the Board for their support of the Community Development event; Thanked Sara and all the other city staff for their help putting on the event
- City Clerk Jamie Logan
  - None

**ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS**

- Alderman Shea Bass
  - Welcomed Mr. Trosen to the city
- Alderman Tom Cleaver
  - Welcomed Mr. Trosen to the city
- Alderman Bob Headley
  - Welcomed Mr. Trosen to the city; would like to hear the outcome from the meeting with Mr. Delaet after it is over; stated two pothole spots coming from North side of town in front of Price Chopper are starting to show again; City is aware of the issues and working to
- Alderman Jayci Stratton
  - Absent
- Alderman Nancy Totton
  - Shared that she enjoyed her time at the Community Development event and thanked all that have been working together in the city
- Alderman Yolanda West
  - None

**ITEM XVIII: MAYOR REPORT**

- Mayor Mike Todd
  - Dillingham and Pink Hill there is something obstructing the view out there; out of city limits, but asked for city to contact the county about it

**-THE REGULAR MEETING CLOSED AT 7:50 PM-**

**ELECTED OFFICIALS PRESENT**  
 Mayor Mike Todd  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Nancy Totton  
 Alderman Yolanda West

**ELECTED OFFICIALS ABSENT**  
 Alderman Jayci Stratton

**STAFF OFFICIALS PRESENT**  
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**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
Regular Session

**06/24/2019**  
PAGE 7 OF 7

**ITEM XX: ADJOURNMENT**

- The meeting adjourned at 7:50 P.M.

Minutes submitted by:

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

\_\_\_\_\_  
Date

Minutes approved by:

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

\_\_\_\_\_  
Date

**DRAFT**

**ELECTED OFFICIALS PRESENT**  
Mayor Mike Todd  
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Alderman Bob Headley  
Alderman Nancy Totton  
Alderman Yolanda West

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Community Development Director Mark Trosen  
City Clerk Jamie Logan  
City Attorney Jeremy Cover

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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity*

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
		Municipality: <b>GRAIN VALLEY</b>	Reporting Period: <b>June, 2019</b>
Mailing Address: <b>711 MAIN</b>		Software Vendor: <b>Tyler Technologies</b>	
Physical Address: <b>711 MAIN</b>		County <b>JACKSON</b>	Circuit: <b>16</b>
Telephone Number: <b>(816) 847-6240</b>		Fax Number: <b>(816) 847-6209</b>	
Prepared By: <b>Kari Boardman</b>		E-mail Address <b>kboardman@cityofgrainvalley.or</b>	iNotes <input type="checkbox"/>
Municipal Judge(s): <b>SUSAN WATKINS</b>		Prosecuting Attorney: <b>JEREMY COVER</b>	
<b>II. MONTHLY CASELOAD INFORMATION</b>			
		Alcohol & Drug related Traffic	Other Traffic
A. Cases (citations / informations) pending at start of month	126	1,522	271
B. Cases (citations / informations) filed	9	48	20
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	7	33	11
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	16	3
6. dismissed by court	1	15	9
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	<b>8</b>	<b>64</b>	<b>23</b>
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	127	1,506	268
E. Trial de Novo and / or appeal applications filed	0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	39	# Issued during period	1
2. # Served/withdrawn during reporting period	21	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	360		

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

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>I. COURT INFORMATION</b>	Municipality:    GRAIN VALLEY	Reporting Period:    June, 2019
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 4,302.37	EQUIPMENT REIMB DWI	\$ 39.50
Clerk Fee - Excess Revenue	\$ 384.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 12.21		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	\$ 4,698.58		\$
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			\$
Fines - Other	\$ 4,879.42		\$
Clerk Fee - Other	\$ 564.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 86.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 613.18		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 17.39		\$
Law Enforcement Training (LET) Fund surcharge	\$ 158.63		\$
Domestic Violence Shelter surcharge	\$ 320.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 240.80		\$
Restitution	\$ 330.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	\$ 7,209.42	<b>Total Other Disbursements</b>	\$ 180.50
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$ 12,088.50
INCARCERATION REIMBURSEMENT	\$ 80.00	<b>Bond Refunds</b>	\$ 3,895.00
OFFICER REIMBURSEMENT DWI	\$ 61.00	<b>Total Disbursements</b>	\$ 15,983.50



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,052.05	
			MISSOURI WITHHOLDING	100.00	
			JACKSON COUNTY CIRCUIT COURT	VANDERLINDEN	117.89
			HSA BANK	HSA - GRAIN VALLEY, MO	383.00
				HSA - GRAIN VALLEY, MO	347.71
			CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	102.62
			ICMA RC	ICMA 457 %	528.95
				ICMA 457	369.57
				ICMA ROTH IRA	30.00
			INTERNAL REVENUE SERVICE	FEDERAL WH	5,752.52
				FEDERAL WH	250.00
				SOCIAL SECURITY	4,186.91
				SOCIAL SECURITY	349.43
				MEDICARE	979.19
				MEDICARE	<u>81.73</u>
				TOTAL:	15,631.57
			HR/CITY CLERK	GENERAL FUND	INTERNAL REVENUE SERVICE
MEDICARE	<u>11.07</u>				
TOTAL:	58.40				
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	Aruba 1G SFP	644.00	
			SX Transceiver	80.00	
			1m Fiber Optic cord	45.00	
			SHI INTERNATIONAL CORP	Latitude 740	<u>2,139.24</u>
			TOTAL:	2,908.24	
BLDG & GRDS	GENERAL FUND	KC WIRELESS INC	SGT OFFICE BASE RADIO	1,260.60	
			SGT OFFICE BASE RADIO	<u>9.20</u>	
			TOTAL:	1,269.80	
ADMINISTRATION	GENERAL FUND	HAMPEL OIL INC	BULK GASOHOL/DIESEL	37.37	
			HSA BANK	HSA - GRAIN VALLEY, MO	22.50
				HSA - GRAIN VALLEY, MO	100.00
			ICMA RC	EMPLOYEE DEDUCTIONS	105.68
			LAUBER MUNICIPAL LAW LLC	ED MATTERS	123.50
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	294.93
				MEDICARE	<u>68.98</u>
	TOTAL:	752.96			
ELECTED	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	349.43	
			MEDICARE	<u>81.73</u>	
			TOTAL:	431.16	
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	<u>3,813.50</u>	
			TOTAL:	3,813.50	
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50	
			MISSOURI WITHHOLDING	0.50	
			HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			INTERNAL REVENUE SERVICE	SOCIAL SECURITY	277.26
				MEDICARE	<u>64.85</u>
				TOTAL:	418.11
COURT	GENERAL FUND	HSA BANK	HSA - GRAIN VALLEY, MO	75.00	
			HSA - GRAIN VALLEY, MO	2.74	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LAUBER MUNICIPAL LAW LLC	PROSECUTING ATTORNEY	3,937.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	167.25
			MEDICARE	<u>39.12</u>
			TOTAL:	4,221.61
VICTIM SERVICES	GENERAL FUND	HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	137.91
			MEDICARE	<u>32.25</u>
			TOTAL:	270.16
FLEET	GENERAL FUND	HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	54.37
			MEDICARE	<u>12.71</u>
			TOTAL:	104.58
POLICE	GENERAL FUND	STATE BANK OF MISSOURI	IN-CAR COMPUTERS/CAMERAS	2,314.61
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,071.80
			BULK GASOHOL/DIESEL	156.25
		COMCAST	HIGH SPEED INTERNET	149.85
		HSA BANK	HSA - GRAIN VALLEY, MO	750.00
			HSA - GRAIN VALLEY, MO	900.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,778.14
			MEDICARE	649.75
		GEARZONE PRODUCTS	UNIFORMS - 74512	6,913.19
			UNIFORMS - 74531	1,580.70
			UNIFORMS - 74794	<u>816.00</u>
			TOTAL:	18,080.29
ANIMAL CONTROL	GENERAL FUND	HAMPEL OIL INC	BULK GASOHOL/DIESEL	147.46
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	75.79
			MEDICARE	<u>17.72</u>
			TOTAL:	240.97
PLANNING & ENGINEERING	GENERAL FUND	HAMPEL OIL INC	BULK GASOHOL/DIESEL	52.76
		HSA BANK	HSA - GRAIN VALLEY, MO	156.94
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	353.96
			MEDICARE	<u>82.78</u>
			TOTAL:	646.44
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	450.90
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		HSA BANK	HSA - GRAIN VALLEY, MO	72.50
			HSA - GRAIN VALLEY, MO	103.54
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	220.83
			FLEX PLAN	112.50
		ICMA RC	ICMA 457 %	219.06
			ICMA 457	506.50
			ICMA ROTH IRA	45.96
			ICMA ROTH IRA	1.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,256.76
			SOCIAL SECURITY	1,123.59
			MEDICARE	<u>262.79</u>
			TOTAL:	4,468.24
PARK ADMIN	PARK FUND	AT&T	U-VERSE PARK MAINT	68.09
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	241.08

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA - GRAIN VALLEY, MO	15.00
			HSA - GRAIN VALLEY, MO	220.00
		ICMA RC	EMPLOYEE DEDUCTIONS	21.14
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	391.26
			MEDICARE	<u>91.51</u>
			TOTAL:	1,048.08
PARKS STAFF	PARK FUND	HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	289.88
			MEDICARE	<u>67.80</u>
			TOTAL:	607.68
RECREATION	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	103.20
			CONCESSION DRINKS	145.20
		SAMS CLUB/GEGRB	CONC PRODUCT & SUPPLIES	175.43
			CONC PRODUCT & SUPPLIES	126.03
		WALMART COMMUNITY	CONCESSIONS SUPPLIES	58.04
		OAK GROVE GIRLS SOFTBALL (OGGS)	Umpire Fees-Girls Softbal	1,200.00
		JONATHAN ESTRADA	UMPIRE FEES 06/03-06/16	380.00
		ANNA ROMO	UMPIRE FEES 06/03-06/16	40.00
		JOHN HODSON III	UMPIRE FEES 06/03-06/16	315.00
		ROBERT HAMMOND	UMPIRE FEES 06/03-06/16	380.00
		ERIC KREISLER	UMPIRE FEES 06/03-06/16	740.00
		PARKER STONE	UMPIRE FEES 06/03-06/16	60.00
		DALTON LARRY	UMPIRE FEES 06/03-06/16	70.00
		DYLAN LARRY	UMPIRE FEES 06/03-06/16	110.00
		SETH MICHAEL HALEY	UMPIRE FEES 06/03-06/16	390.00
		DAVID ALLEN	UMPIRE FEES 06/03-06/16	410.00
		AARON BARR	UMPIRE FEES 06/03-06/16	40.00
		RYAN BROWN	UMPIRE FEES 06/03-06/16	300.00
		CALEB BURRIS	UMPIRE FEES 06/03-06/16	140.00
		BRYCEN CRANDALL	UMPIRE FEES 06/03-06/16	130.00
		MAXWELL HOOVER	UMPIRE FEES 06/03-06/16	200.00
		OWEN PERKINS	UMPIRE FEES 06/03-06/16	70.00
		JOSEPH STEVEN PITTMAN	UMPIRE FEES 06/03-06/16	120.00
		SANTINO TAUILIILI	UMPIRE FEES 06/03-06/16	110.00
		MARY WILCOX	UMPIRE FEES 06/03-06/16	130.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	71.47
			MEDICARE	<u>16.72</u>
			TOTAL:	6,031.09
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	05/31-06/14 SILVERSNEAKERS	175.00
			06/03-06/10 SILVERSNEAKERS	50.00
		SAMS CLUB/GEGRB	JANITORIAL SUPPLIES	216.46
		WALMART COMMUNITY	JANITORIAL SUPPLIES	226.80
		FREDAH JOHNSTON	05/30-0613 LINE DANCING	153.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	180.59
			MEDICARE	<u>42.24</u>
			TOTAL:	1,044.09
POOL	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	154.80
			CONCESSION DRINKS	217.80
		SAMS CLUB/GEGRB	CONC PRODUCT & SUPPLIES	263.14
			CONC PRODUCT & SUPPLIES	189.04
		WALMART COMMUNITY	CONCESSIONS SUPPLIES	87.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDWEST POOL MANAGEMENT	Pool Management Services	20,335.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	190.39
			MEDICARE	<u>44.52</u>
			TOTAL:	21,481.73
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	110.99
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		HSA BANK	HSA - GRAIN VALLEY, MO	21.50
			HSA - GRAIN VALLEY, MO	32.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	29.68
		ICMA RC	ICMA 457	33.31
		INTERNAL REVENUE SERVICE	FEDERAL WH	365.84
			SOCIAL SECURITY	225.90
			MEDICARE	<u>52.84</u>
			TOTAL:	902.06
TRANSPORTATION	TRANSPORTATION	AMERICAN SWEEPING INC	CITY STREET SWEEPING	5,880.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	81.48
		RHOMAR INDUSTRIES INC	CLEANER/PROTECTANT	491.98
			CLEANER/PROTECTANT	127.58
		HSA BANK	HSA - GRAIN VALLEY, MO	70.69
			HSA - GRAIN VALLEY, MO	99.45
		INDEPENDENT SALT COMPANY	STREET SALT	4,690.18
			STREET SALT FOR 19/20 YR	9,747.65
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	225.90
			MEDICARE	<u>52.84</u>
			TOTAL:	21,467.75
PUBLIC HEALTH	PUBLIC HEALTH	OATS	2019 MAY OATS FEES	<u>489.50</u>
			TOTAL:	489.50
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE UMB BANK		1ST QTR ZOO	4,488.31
			PRO #2 CITY SALES	<u>51,393.01</u>
			TOTAL:	55,881.32
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL UMB BANK		CID/USE	20,998.67
			CID/USE UNCAPTURED	<u>20,364.84</u>
			TOTAL:	41,363.51
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	869.56
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		HSA BANK	HSA - GRAIN VALLEY, MO	223.00
			HSA - GRAIN VALLEY, MO	272.16
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	188.53
		ICMA RC	ICMA 457 %	274.59
			ICMA 457	248.12
			ICMA ROTH IRA	14.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,836.57
			SOCIAL SECURITY	1,746.00
			MEDICARE	<u>408.35</u>
			TOTAL:	7,200.88
WATER	WATER/SEWER FUND	PEREGRINE CORPORATION	JUN 19 BILL PRINT & MAIL	596.07
			JUN 19 BILL PRINT & MAIL	116.22
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	181.60
		RHOMAR INDUSTRIES INC	CLEANER/PROTECTANT	255.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA - GRAIN VALLEY, MO	223.69
			HSA - GRAIN VALLEY, MO	338.91
		ICMA RC	EMPLOYEE DEDUCTIONS	42.27
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	873.01
			MEDICARE	<u>204.17</u>
			TOTAL:	2,831.09
SEWER	WATER/SEWER FUND	PEREGRINE CORPORATION	JUN 19 BILL PRINT & MAIL	596.08
			JUN 19 BILL PRINT & MAIL	116.22
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	181.60
		RHOMAR INDUSTRIES INC	CLEANER/PROTECTANT	255.15
		HSA BANK	HSA - GRAIN VALLEY, MO	223.68
			HSA - GRAIN VALLEY, MO	338.90
		ICMA RC	EMPLOYEE DEDUCTIONS	42.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	872.96
			MEDICARE	<u>204.14</u>
			TOTAL:	2,830.99
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	36.81
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00
		HAMPEL OIL INC	CJC FUEL	376.24
		AFLAC	AFLAC AFTER TAX	62.51
			AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	184.61
			AFLAC-W2 DD PRETAX	168.94
		MIDWEST PUBLIC RISK	DENTAL	132.65
			OPEN ACCESS	584.64
			OPEN ACCESS	151.58
			HSA	210.70
			HSA	1,217.75
			VISION	39.10
			VISION	93.37
			VISION	31.92
		OREILLY AUTO PARTS	REDDELL RESITUTION	<u>180.00</u>
			TOTAL:	3,813.60
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENINGS	130.00
		OFFICE DEPOT	PAPER/POSTIT NOTES/PAD	7.69
		MIDWEST PUBLIC RISK	DENTAL	17.28
			OPEN ACCESS	335.65
		CONCENTRA MEDICAL CENTERS	SCREENINGS	<u>172.00</u>
			TOTAL:	662.62
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	SERVICE 05/16/19	420.00
		HOME DEPOT CREDIT SERVICES	CORD COVER/PLUG IN ADAPTER	<u>64.85</u>
			TOTAL:	484.85
BLDG & GRDS	GENERAL FUND	SHERWIN WILLIAMS	CITY HALL CONF ROOM PAINT	38.17
		ORKIN	12/18/2017 SERVICE	<u>69.48</u>
			TOTAL:	107.65
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	359.95
		OFFICE DEPOT	PAPER/POSTIT NOTES/PAD	5.39
			BATTERY/BOOK STENO	22.17
		AFLAC	HUNT PREMIUMS	2.25
			HUNT PREMIUMS	27.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HUNT PREMIUMS	32.19
		MIDWEST PUBLIC RISK	ADMIN HEALTH	337.11
			DENTAL	21.85
			DENTAL	14.08
			DENTAL	17.28
			OPEN ACCESS	154.68
			HSA	198.66
			HSA	72.24
			VISION	<u>5.48</u>
			TOTAL:	1,271.29
FINANCE	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	361.74
		MIDWEST PUBLIC RISK	DENTAL	8.80
			DENTAL	34.56
			OPEN ACCESS	335.65
			HSA	<u>240.80</u>
			TOTAL:	981.55
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	142.68
		OFFICE DEPOT	TONER/MARKERS/LABELS	437.32
		MIDWEST PUBLIC RISK	DENTAL	17.59
			DENTAL	0.95
			HSA	240.79
			HSA	14.30
		RAY COUNTY SHERIFFS DEPARTMENT	MAY 2019 BILLING	405.00
		ROSS MILLER CLEANERS	MAY 2019 CLEANING	<u>26.00</u>
			TOTAL:	1,284.63
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.25
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	<u>522.52</u>
			TOTAL:	680.33
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	68.76
		ADVANCE AUTO PARTS	CONVENTIONAL 50/50	51.97
		OREILLY AUTOMOTIVE INC	WIRE LOOM	7.50
			TPMS SRVC KT	14.70
			12) 1QT TRANS FLD	95.88
			INSPECT CAM	124.99
			SCOTCHMATE	34.50
			DUAL LOCK	115.99
			32OZ BRAKE FLD	12.98
		FASTENAL COMPANY	14.5" UVBLACK CBL TIE	112.50
			1/4-20 X 5/8 BHSCS	12.50
		MIDWEST PUBLIC RISK	DENTAL	17.28
			HSA	120.39
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.76
			PW/WOLTZ UNIFORMS	<u>12.88</u>
			TOTAL:	812.58
POLICE	GENERAL FUND	GALLS LLC	LAWPRO STAR INSIGNIA	17.99
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,757.00
			MONTHLY CONTRIBUTIONS	352.85
		ADVANCE AUTO PARTS	SERP BELT-POLY	30.14
			TRANS FILTER/OIL DRAIN PLU	24.60
		OFFICE DEPOT	COVER	45.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EAGLE VALLEY AUTOMOTIVE LLC	2010 FORD: 4 WHEEL ALIGNME	69.95
		OREILLY AUTOMOTIVE INC	10Z OIL/FLDYE	7.99
			IGN COIL	131.08
			BATTERY	168.43
			BATTERY	150.43-
			IGN COIL	65.54-
			BRAKE ROTOR	376.66
			BALL JOINT	114.68
			SPARK PLUG/ COP BOOT KIT	73.34
			COOL TEM SEN	27.69
		STEVEN SMITH	BUSINESS CARDS: BELLMYER	60.00
		LEXISNEXIS RISK DATA MGMT INC	MAY 19 MINIMUM COMMITMENT	50.00
		COMMENCO INC	SERVICE 06/04/19	161.25
		LE UPFITTER LLC	SEAT BELT COVERS	133.14
		HD GRAPHICS & APPAREL	COURT BAILIFF POLOS	92.00
		JEFF PALECEK	PALECEK: BOOT ALLOWANCE	99.00
		MIDWEST PUBLIC RISK	DENTAL	228.67
			DENTAL	380.16
			OPEN ACCESS	928.05
			OPEN ACCESS	1,342.58
			OPEN ACCESS	590.86
			HSA	794.62
			HSA	2,407.90
			HSA	3,657.64
		METRO FORD	RELAY	95.46
			CYLINDER	145.57
		MICHAEL STAAT	EQUIPMENT/BOOT ALLOWANCE	46.20
		ROSS MILLER CLEANERS	MAY 2019 CLEANING	6.50
		REJIS COMMISSION	LEWEB SUBSCRIPTION	307.95
		GEARZONE PRODUCTS	MENS PANT/COMBAT SHIRT	336.35
			CREDIT	1.68-
			MENS PANT/SHIRTS/BELT KEEP	337.34
			EAGLE ATHLETIC HIGH SIDE Z	139.99
			3) MENS PANT	179.97
			LONG SLEEVE SHIRTS/ PATCHE	242.94
			SHIRTS/PATCHES	82.90
			TACTICAL DUTY BOOT	74.99
			SILENT JR 3.5 PACK EARPIEC	37.99
			TOTAL:	17,940.56
ANIMAL CONTROL	GENERAL FUND	MIDWEST PUBLIC RISK	OPEN ACCESS	309.35
		GEARZONE PRODUCTS	TACTICAL TROUSER	39.99
			TOTAL:	349.34
PLANNING & ENGINEERING	GENERAL FUND	MO DEPT OF NATURAL RESOURCES	08/2019 OPERATING PERMIT	250.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	452.19
		ADVANCE AUTO PARTS	22" FLEX TRFLX/19" FLEX TR	26.14
		OFFICE DEPOT	CLIPBOARD	49.49
			PAPER/POSTIT NOTES/PAD	62.46
			WIPES/CLEANER/STENO	42.87
		PERFORMANCE PRINTING INC	BUSINESS CARDS: RUSSELL/TR	77.25
		OREILLY AUTOMOTIVE INC	ROCKER SWITCH	8.99
			ROCKER SWITCH	8.99-
			ROCKER SWITCH	6.99-
		MIDWEST PUBLIC RISK	DENTAL	36.81
			HSA	503.85

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,494.07
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.21
		AFLAC	AFLAC CRITICAL CARE	3.48
			AFLAC PRETAX	15.38
			AFLAC-W2 DD PRETAX	18.66
		MISCELLANEOUS	SAMANTHA BENVENUTO:	50.00
		MIDWEST PUBLIC RISK	DENTAL	31.03
			OPEN ACCESS	38.98
			HSA	261.27
			VISION	15.48
			VISION	4.30
			VISION	1.10
			TOTAL:	460.89
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	522.49
		OFFICE DEPOT	POUCH/LAMINATING LETTER	29.61
			PAPER/POSTIT NOTES/PAD	20.17
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		MIDWEST PUBLIC RISK	ADMIN HEALTH	67.42
			DENTAL	4.37
			DENTAL	3.52
			DENTAL	82.96
			OPEN ACCESS	30.94
			OPEN ACCESS	134.26
			HSA	834.35
			HSA	48.16
			VISION	1.10
			TOTAL:	1,791.83
PARKS STAFF	PARK FUND	FELDMANS FARM & HOME	WEED KILLER/ POND CHEMICAL	176.75
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	377.74
		HOME DEPOT CREDIT SERVICES	MM STORAGE BUILDING	149.00
			SIDING REPLACEMENT	407.35
		FRY & ASSOCIATES INC	RUBBER PLATFORM	182.69
		MENARDS - INDEPENDENCE	STORAGE BLDG PAINT	339.52
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	397.31
			HSA	481.58
		ELECTRONICS SUPPLY CO	MM CAMERAS	121.41
		BG&L ENTERPRISE INC	GRASS CARP	320.00
		TRI STAR SEED CO	BALLFIELD CHALK	323.00
			TOTAL:	3,346.09
RECREATION	PARK FUND	HASTY AWARDS	MEDALS	222.21
			MEDALS	118.88
		HD GRAPHICS & APPAREL	YOUTH TENNIS SUPPLIES	331.50
		BSN SPORTS INC	BASEBALLS	383.94
			TOTAL:	1,056.53
COMMUNITY CENTER	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	133.95
		OFFICE DEPOT	PAPER/POSTIT NOTES/PAD	20.18
		MIDWEST PUBLIC RISK	DENTAL	17.59



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		REWIND FITNESS LLC	PREVENTATIVE MAINTENANCE	277.00
		MEYER LABORATORY INC	JANITORIAL SUPPLIES	<u>492.66</u>
			TOTAL:	941.38
POOL	PARK FUND	VITAL SIGNS OF KC LLC	POOL RULES SIGN	<u>323.34</u>
			TOTAL:	323.34
NON-DEPARTMENTAL	TRANSPORTATION	AFLAC	AFLAC PRETAX	6.67
			AFLAC-W2 DD PRETAX	13.79
		MIDWEST PUBLIC RISK	DENTAL	10.93
			OPEN ACCESS	21.66
			HSA	33.72
			HSA	90.19
			VISION	1.55
			VISION	0.78
			VISION	<u>4.32</u>
			TOTAL:	183.61
TRANSPORTATION	TRANSPORTATION	AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBER	13.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	285.32
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	4.72
		PETTY CASH	SNOW TEAM A MEALS	2.82
			CLEAN UP EVENT: BREAKFAST	5.48
			BYRD: CDL PERMIT	1.95
		ADVANCE AUTO PARTS	CLEAN WIPES/INTERIOR CLEAN	2.61
		OREILLY AUTOMOTIVE INC	BATTERY	51.36
			BOLT	0.99
			3PK PAPER/PROTECT WIPES	5.48
		ORKIN	12/18/2017 SERVICE	5.95
			SERVICE 06/18/19	11.63
		VANCE BROTHERS INC	FINE MIX	245.00
		HOME DEPOT CREDIT SERVICES	SPLICE CONNECTOR/MILWAUKEE	5.59
			8) 50LB QUIKRETE/TORCH BLA	110.00
			8) 50LB QUIKRETE/TORCH BLA	8.58
			50LB QUIKRETE/PAINTERS TOU	5.69
			50LB QUIKRETE/PAINTERS TOU	2.09
			50LB QUIKRETE/PAINTERS TOU	137.50
			50LB QUIKRETE/PAINTERS TOU	3.28
			RAYOVAC/DRUM LINERS	24.07
		KC WHOLESALE	ALTERNATOR	45.56
			FITTING/UNION/AIR LINE	3.39
		MIDWEST PUBLIC RISK	DENTAL	16.58
			DENTAL	41.27
			OPEN ACCESS	102.09
			HSA	158.92
			HSA	226.95
			HSA	310.65
		JAKES INDUSTRIAL INC	HVAC UNIT REPAIRS	28.60
		BLUE BEACON INTERNATIONAL INC	WASH TURCK	11.90
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	24.60
			PW/WOLTZ UNIFORMS	<u>24.59</u>
			TOTAL:	1,928.21
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.53
		MO DEPT OF REVENUE	JUNE 19 SALES TAX	3,898.87
			JUNE 19 SALES TAX	77.98-

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AFLAC	AFLAC PRETAX	40.63
			AFLAC-W2 DD PRETAX	112.68
		MIDWEST PUBLIC RISK	DENTAL	81.03
			OPEN ACCESS	86.61
			OPEN ACCESS	155.90
			HSA	168.55
			HSA	512.46
			HSA	117.99
			VISION	6.19
			VISION	6.65
			VISION	21.66
			VISION	7.98
			TOTAL:	5,147.75
WATER	WATER/SEWER FUND	AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBER	26.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,090.18
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	9.46
		PETTY CASH	SNOW TEAM A MEALS	5.63
			CLEAN UP EVENT: BREAKFAST	10.97
			BYRD: CDL PERMIT	3.90
		ADVANCE AUTO PARTS	CLEAN WIPES/INTERIOR CLEAN	5.22
		OREILLY AUTOMOTIVE INC	BATTERY	102.72
			BOLT	2.00
			3PK PAPER/PROTECT WIPES	10.98
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 06/18/19	23.26
		BLUE SPRINGS WINWATER CO	BLUE MARKING POST	300.00
			BLUE MARKING POST	300.00
			20) PVC 9600B 6X20 S40 BE	80.00
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		HOME DEPOT CREDIT SERVICES	SPLICE CONNECTOR/MILWAUKEE	23.90
			SPLICE CONNECTOR/MILWAUKEE	11.19
			8) 50LB QUIKRETE/TORCH BLA	17.18
			50LB QUIKRETE/PAINTERS TOU	11.36
			50LB QUIKRETE/PAINTERS TOU	4.19
			RAYOVAC/DRUM LINERS	48.14
		KC WHOLESALE	ALTERNATOR	91.11
			FITTING/UNION/AIR LINE	6.78
		MIDWEST PUBLIC RISK	ADMIN HEALTH	134.84
			DENTAL	8.74
			DENTAL	48.09
			DENTAL	153.40
			OPEN ACCESS	204.16
			OPEN ACCESS	61.87
			OPEN ACCESS	268.52
			HSA	397.30
			HSA	718.17
			HSA	882.56
			HSA	229.96
			VISION	2.19
		JAKES INDUSTRIAL INC	HVAC UNIT REPAIRS	57.20
		BLUE BEACON INTERNATIONAL INC	WASH TURCK	23.80
		CORE & MAIN LP	5) S90-803 8X3/4 CC BRS SA	302.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	49.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PW/WOLTZ UNIFORMS	49.18
			TOTAL:	5,812.70
SEWER	WATER/SEWER FUND	AMERICAN BACKFLOW PREV ASSOC	LANDERS: US MEMBER	26.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,090.15
		MISSOURI VOCATIONAL ENTERPRISES	FLAT PLATE	9.46
		PETTY CASH	SNOW TEAM A MEALS	5.63
			CLEAN UP EVENT: BREAKFAST	10.97
			BYRD: CDL PERMIT	3.90
		ADVANCE AUTO PARTS	CLEAN WIPES/INTERIOR CLEAN	5.22
		OREILLY AUTOMOTIVE INC	BATTERY	102.72
			BOLT	2.00
			3PK PAPER/PROTECT WIPES	10.98
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 06/18/19	23.27
		CONTINENTAL RESEARCH CORP	GRAPE IDEA 5 GAL	435.62
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		HOME DEPOT CREDIT SERVICES	SPLICE CONNECTOR/MILWAUKEE	11.19
			8) 50LB QUIKRETE/TORCH BLA	17.18
			50LB QUIKRETE/PAINTERS TOU	11.36
			50LB QUIKRETE/PAINTERS TOU	4.19
			RAYOVAC/DRUM LINERS	48.14
		KC WHOLESALE	ALTERNATOR	91.11
			FITTING/UNION/AIR LINE	6.78
		MIDWEST PUBLIC RISK	ADMIN HEALTH	134.85
			DENTAL	8.73
			DENTAL	48.02
			DENTAL	153.42
			OPEN ACCESS	204.17
			OPEN ACCESS	61.86
			OPEN ACCESS	268.50
			HSA	397.32
			HSA	718.13
			HSA	882.57
			HSA	229.95
			VISION	2.18
		JAKES INDUSTRIAL INC	HVAC UNIT REPAIRS	57.20
		BLUE BEACON INTERNATIONAL INC	WASH TURCK	23.80
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	49.18
			PW/WOLTZ UNIFORMS	49.18

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	KEELE, STEPHAN	US REFUNDS	42.01
		VANSELL, KAREN	US REFUNDS	65.54
		BUESING, JAMES	US REFUNDS	64.26
		BLACKBURN, JERE	US REFUNDS	47.28
		SHERRY, TIFFANY	US REFUNDS	27.39
		OUDEKIRK, ERIC	US REFUNDS	65.54
		MILLER, WILLIAM	US REFUNDS	6.44
		CUNNINGHAM, VIN	US REFUNDS	65.54
		BALLARD, JACOB	US REFUNDS	65.54
		PETERSON, JAMIE	US REFUNDS	48.32
		HOUGLAND, KYLE	US REFUNDS	36.27
		ELLIS, ZACHARY	US REFUNDS	65.54
		OLLER, MARCEA	US REFUNDS	29.05
		O'CONNOR, CONNI	US REFUNDS	15.12
		SPRAY, LINDA	US REFUNDS	32.31
		GUZINSKI, TOM A	US REFUNDS	42.25
		QUALKINBUSH, GA	US REFUNDS	4.41
		CARLETON-MCVAY	US REFUNDS	8.64
		BC RESIDENTIAL	US REFUNDS	15.54
		DAVE RICHARDS H	US REFUNDS	53.48
		CHANEY, DOUG	US REFUNDS	9.98
		MORGAN, BRITTAN	US REFUNDS	22.80
		Y5 DEVELOPMENT	US REFUNDS	10.32
			TOTAL:	6,085.37

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

100	GENERAL FUND	78,730.86
200	PARK FUND	42,600.97
210	TRANSPORTATION	24,481.63
230	PUBLIC HEALTH	489.50
302	MKTPL TIF-PR#2 SPEC ALLOC	55,881.32
321	MKT PL CID-PR2 SALES/USE	41,363.51
600	WATER/SEWER FUND	29,908.78
-----		
	GRAND TOTAL:	273,456.57
-----		

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 6/15/2019 THRU 6/30/2019  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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PAYROLL SELECTION

PAYROLL EXPENSES: NO  
EXPENSE TYPE: N/A  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PRINT OPTIONS

PRINT DATE: None  
SEQUENCE: By Department  
DESCRIPTION: Distribution  
GL ACCTS: NO  
REPORT TITLE: C O U N C I L R E P O R T  
SIGNATURE LINES: 0  
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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM: YES  
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# *Public Hearing*

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# *Ordinances*

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

<b>MEETING DATE</b>	6/24/2019, 7/08/2019	
<b>BILL NUMBER</b>	B19-17	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING A STANDARD FINE SCHEDULE FOR THE GRAIN VALLEY MUNICIPAL COURT</b>	
<b>REQUESTING DEPARTMENT</b>	Court	
<b>PRESENTER</b>	Ryan Hunt, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To be in compliance with minimum operating standards for municipal courts	
<b>BACKGROUND</b>	The Missouri Supreme Court has established a minimum set of operating standards for municipal courts. These standards are identified through the Missouri Supreme Court Rule 37.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Fine Schedule	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B19-17

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

\_\_\_\_\_  
\_\_\_\_\_  
June 24, 2019

**AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI,  
APPROVING A STANDARD FINE SCHEDULE FOR THE GRAIN  
VALLEY MUNICIPAL COURT**

**WHEREAS**, the City of Grain Valley, Missouri (“City”), operates the Grain Valley Municipal Court, a division of the Jackson County Circuit Court (the “Court”); and

**WHEREAS**, the City has established a Violations Bureau for the payment of fine and costs associated with cases that are adjudicated through the Court;

**WHEREAS**, the Missouri Supreme Court, under Rule No. 37, has established a uniform fine schedule to be utilized by all municipal courts; and

**WHEREAS**, the City desires to amend the Court’s standard fine schedule so that it is consistent with Missouri Supreme Court Rule No. 37.

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

**SECTION 1.** A standard fine schedule for the Court, attached hereto as **Exhibit A**, is hereby approved.

**SECTION 2.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2019, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_  
ALDERMAN HEADLEY \_\_\_\_\_  
ALDERMAN TOTTON \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN STRATTON \_\_\_\_\_  
ALDERMAN WEST \_\_\_\_\_

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

Approved as to form:

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Lauber Municipal Law, City Attorney

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Mike Todd, Mayor

ATTEST:

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Jamie Logan, City Clerk

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**Grain Valley Municipal Court  
Fee Schedule for Court Fines and Costs**

<b>SPEED VIOLATIONS/MPH</b>	<b>FINES</b>	<b>COSTS</b>	<b>TOTAL</b>	<b>ORD. #</b>
<b>01-5 OVER</b>	<b>\$50.50</b>	<b>\$29.50</b>	<b>\$80.00</b>	<b>320.010</b>
<b>6-10 OVER</b>	<b>\$60.50</b>	<b>\$29.50</b>	<b>\$90.00</b>	<b>320.010</b>
<b>11-15 OVER</b>	<b>\$70.50</b>	<b>\$29.50</b>	<b>\$100.00</b>	<b>320.010</b>
<b>16-19 OVER</b>	<b>\$100.50</b>	<b>\$29.50</b>	<b>\$130.00</b>	<b>320.010</b>
<b>20-25 OVER</b>	<b>\$155.50</b>	<b>\$29.50</b>	<b>\$185.00</b>	<b>320.010</b>
<b>26 MPH OVER REQUIRE A COURT APPEARANCE</b>				
<b>OTHER VIOLATIONS</b>	<b>FINES</b>	<b>COSTS</b>	<b>TOTAL</b>	<b>ORD. #</b>
All Terrain Vehicles Upon a street	\$50.50	\$29.50	\$80.00	215.015
Animal-FAILURE TO VACCINATE	\$50.50	\$29.50	\$80.00	210.290
Animal-Failed to Register Animal	\$50.50	\$29.50	\$80.00	210.080
Animal-RUN AT LARGE	\$50.50	\$29.50	\$80.00	210.080
Barricades/Police or Construction	\$50.50	\$29.50	\$80.00	315.030
Careless Driving (No Accident)	\$70.50	\$29.50	\$100.00	340.160
Defective Equipment	\$50.50	\$29.50	\$80.00	380.280
No Lights after dark	\$10.00	\$29.50	\$39.50	380.020
Fail to Dim Lights	\$50.50	\$29.50	\$80.00	380.070
Fail to Signal turn	\$60.50	\$29.50	\$90.00	325.050
Fail to Stop-School Bus	\$130.50	\$29.50	\$160.00	340.270
Fail to Yield (No Accident)	\$60.50	\$29.50	\$90.00	340.150
Follow to Close ( No Accident)	\$60.50	\$29.50	\$90.00	340.150
Improper Lane Use	\$60.50	\$29.50	\$90.00	340.240
Improper Passing	\$130.50	\$29.50	\$160.00	340.260
Improper Turn	\$60.50	\$29.50	\$90.00	325.010
Insurance-Valid Card (Dismiss w/proof)	\$0.00	\$0.00	\$0.00	390.065
Insurance-Obtained after ticket	\$100.50	\$29.50	\$130.00	390.065
Insurance-No Valid	\$195.50	\$29.50	\$225.00	390.065
License Plates-Unauthorized/Altered	\$50.50	\$29.50	\$80.00	390.010
License Plates-Expired-Improper Registrat	\$50.50	\$29.50	\$80.00	390.010
Operator's License-Expired	\$30.50	\$29.50	\$60.00	390.090
No Valid Operator's License	\$70.50	\$29.50	\$100.00	390.090
Not Motorcycle qualified	\$70.50	\$29.50	\$100.00	390.090
One Way Street/Wrong way	\$60.50	\$29.50	\$90.00	330.030
Parked "For Sale"	\$50.50	\$29.50	\$80.00	390.040
Parked-Handicap	\$50.50	\$29.50	\$80.00	350.030
Parked-All Other	\$50.50	\$29.50	\$80.00	350.020
Seat Belt Violation	\$10.00	\$29.50	\$39.50	340.280
Child Restraint Violation-Less than 8yrs	\$49.50	\$29.50	\$79.00	340.280
Stop Sign	\$60.50	\$29.50	\$90.00	335.010
Stop Signal	\$60.50	\$29.50	\$90.00	315.030

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

<b>MEETING DATE</b>	7/8/2019	
<b>BILL NUMBER</b>	B19-18	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE CHANGING THE ZONING FOR CERTAIN LAND IN GRAIN VALLEY FROM M-1 LIGHT INDUSTRIAL TO C-2 HIGHWAY COMMERCIAL</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ken Murphy, Assistant City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	The applicant is requesting this zoning change to C-2 to ultimately be able to open a bar which will serve some food.	

<p><b>BACKGROUND</b></p>	<p>When City staff became aware of work being conducted at 206 Harris in 2018, the applicant was notified that what she was attempting to do was not allowed by code because the property is zoned M-1 light industrial. The applicant then applied for a variance to those zoning regulations. A hearing was conducted on October 30, 2018 before the Board of Zoning Adjustment. At that time, the request for variance was denied. The applicant then applied for a conditional use permit to operate the grill &amp; bar. Staff relayed to the applicant that a conditional use couldn't be granted per code and the application was returned. The applicant again applied for a conditional use permit and a public hearing was held. At that meeting the City's legal counsel again stated that the Planning &amp; Zoning Commission did not have the authority per code, to approve such a request. The applicant, under advisement from her attorney withdrew the request for a conditional use permit and then applied for a change of zoning. After much discussion the application was recommended for approval to the Board of Aldermen by a 3-2 vote with the condition that a fire lane or something similar be provided.</p>
<p><b>SPECIAL NOTES</b></p>	<p>This location does not fall under the "grandfather" designation per our non-conforming use section of the code because it has not been a bar for more than twelve months. In addition, this location has not housed a bar during the entire period it has been owned by the current property owner, Dennis Shrout.</p>

<p><b>ANALYSIS</b></p>	<p>The entire area surrounding this site is zoned M-1 light industrial which does not allow for a grill &amp; bar. It is true that a bar was once located on this site but that use lost any legal non-conforming status a number of years ago. In looking at zoning records it doesn't appear that the property was ever zoned anything other than M-1 light industrial.</p> <p>It has been the stance of the City over the years to not "spot zone" a single property. Spot zoning refers to zoning one property differently from everything surrounding it. Obviously, there are times where you run into this where you are looking at a complete development but not when there is one, single parcel.</p> <p>There are certain levels of service that are required for different uses including police/fire response. One unique aspect to this property is that the road right of way actually stops at the edge of the property. What seems like a road further east on Harris is actually just a private drive. Access from public right of way in case of an emergency is a concern with the number of people who can be in a grill &amp; bar at any time.</p>
<p><b>PUBLIC INFORMATION PROCESS</b></p>	<p>Notice was given as required by statute.</p>
<p><b>BOARD OR COMMISSION RECOMMENDATION</b></p>	<p>The Planning &amp; Zoning Commission recommended approval of the zoning designation by a 3-2 vote with the condition that a fire lane or something similar be implemented.</p>
<p><b>DEPARTMENT RECOMMENDATION</b></p>	<p>Staff recommends denial of the spot zoning request</p>
<p><b>REFERENCE DOCUMENTS ATTACHED</b></p>	<p>Ordinance, Aerial, Zoning Map</p>

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B19-18

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

**AN ORDINANCE CHANGING THE ZONING FOR CERTAIN LAND IN GRAIN VALLEY FROM M-1 LIGHT INDUSTRIAL TO C-2 GENERAL COMMERCIAL**

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

**WHEREAS**, a public hearing was held on June 12, 2019 in which the Planning and Zoning Commission recommended approval of the zoning designation of C-2 General Commercial; and

**WHEREAS**, a public hearing concerning said matter was held at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on July 8, 2019; and

**WHEREAS**, this zoning designation will allow for the type of development desired by the City of Grain Valley; and

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

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

**SECTION 1:** The zoning for the property shown on the attached map (Exhibit "A") is hereby established as C-2 General Commercial.

**SECTION 2:** This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2019, the aye and nay votes being recorded as follows:

ALDERMAN BASS \_\_\_\_\_  
ALDERMAN HEADLEY \_\_\_\_\_  
ALDERMAN TOTTON \_\_\_\_\_

ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN STRATTON \_\_\_\_\_  
ALDERMAN WEST \_\_\_\_\_

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

Approved as to form:

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Lauber Municipal Law, City Attorney

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Mike Todd, Mayor

ATTEST:

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Jamie Logan, City Clerk

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Cypress

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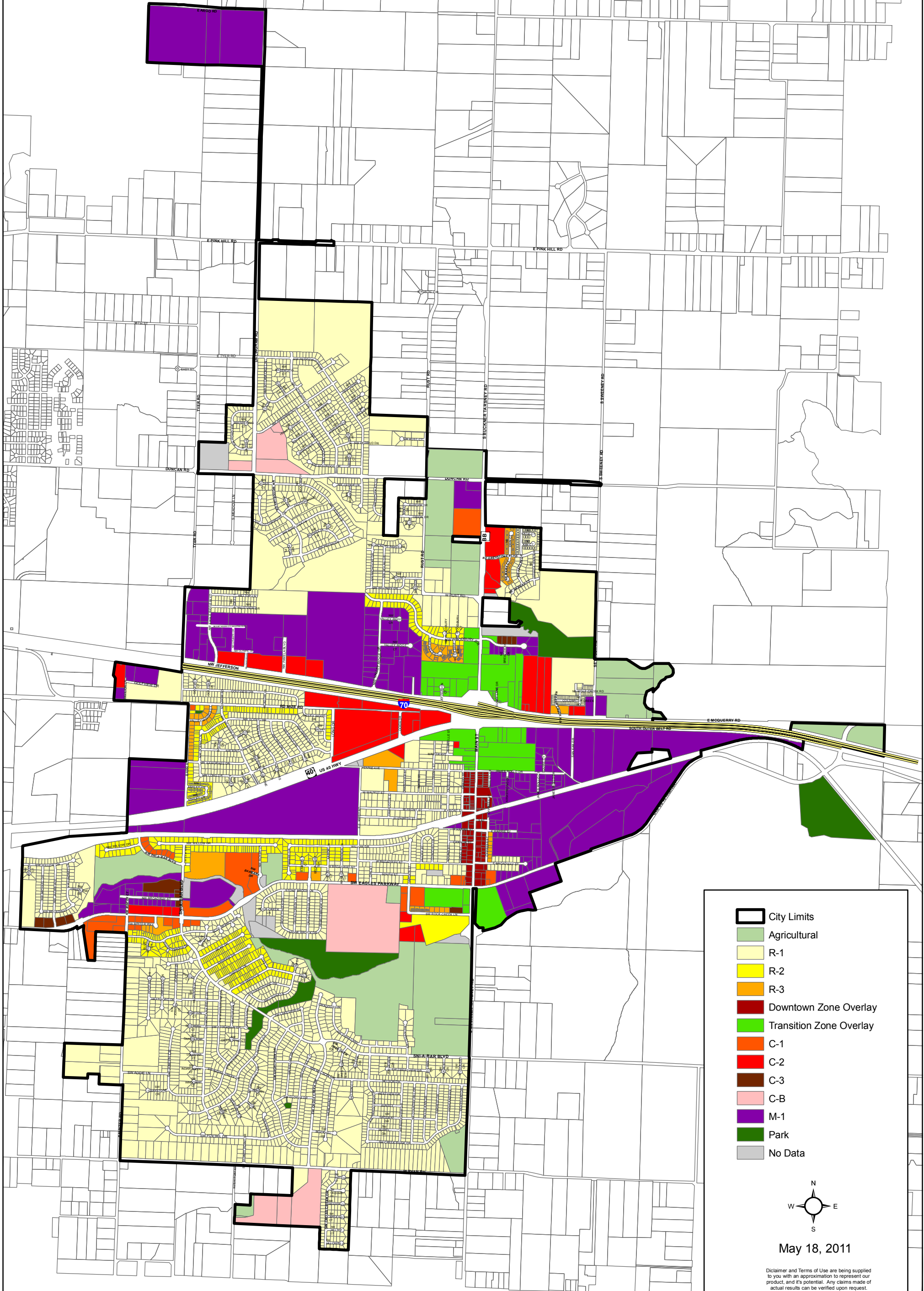
















1 inch = 100 feet

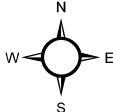
0 50 100 Feet

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	City Limits
	Agricultural
	R-1
	R-2
	R-3
	Downtown Zone Overlay
	Transition Zone Overlay
	C-1
	C-2
	C-3
	C-B
	M-1
	Park
	No Data

  
**May 18, 2011**  
Disclaimer and Terms of Use are being supplied to you with an approximation to represent our product, and it's potential. Any claims made of actual results can be verified upon request.

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# *Resolutions*

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

<b>MEETING DATE</b>	07/08/2019	
<b>BILL NUMBER</b>	R19-33	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENT WITH VICTOR L. PHILLIPS FOR THE ANNUAL SKID STEER LEASE</b>	
<b>REQUESTING DEPARTMENT</b>	Community Development	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$11,950.00
	Budget Line Item:	210-55-78500 \$2390.00 600-60-78500 \$4780.00 600-65-78500 \$4780.00
	Balance Available:	\$15,000.00
	New Appropriation Required:	[ ] Yes                      X ] No
<b>PURPOSE</b>	To renew the annual skid steer lease	
<b>BACKGROUND</b>	Public Works has leased a skid steer for last seven years. Lease cost requires BOA approval this year because of cost. Lease renewal will allow Public Works to effectively perform jobs in water/sewer, street and storm projects. The skid steer will be used to haul dirt, concrete, and asphalt to the job sites.	
<b>SPECIAL NOTES</b>	NONE	
<b>ANALYSIS</b>	NONE	
<b>PUBLIC INFORMATION PROCESS</b>	NONE	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	NONE
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	2018 Lease Agreement

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*July 8, 2019*

RESOLUTION NUMBER  
**R19-33**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR ENTER INTO AN AGREEMENT WITH VICTOR L. PHILLIPS FOR THE ANNUAL SKID STEER LEASE**

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

**WHEREAS**, the Board of Aldermen adopted the 2019 budget which appropriated funds for this purchase; and

**WHEREAS**, the recommendation is in accordance with the adopted purchasing policy and the approved budget for the Annual Skid Steer Lease; and

**WHEREAS**, upon execution of this agreement the City of Grain Valley will renew the annual skid steer lease provided by Victor L. Phillips.

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

**SECTION 1:** The City Administrator is authorized to enter into an agreement with Victor L. Phillips for the Annual Skid Steer Lease for 2019.

*PASSED and APPROVED, via voice vote, (-) this \_\_ Day of \_\_\_\_\_, 2019.*

---

Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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May 16, 2018

The City of Grain Valley, Missouri  
711 Main Street  
Grain Valley, MO 64029

RE: Sale of Takeuchi TL10V2 CRH

To Who It May Concern:

Please see the following offer for the City's consideration.

**New 2018 Takeuchi TL10V2 CRH equipped as follows:**

- Vertical Loader
- Cab/Heat/AC
- 17.7" Rubber Tracks
- Back Up Alarm
- Front & Rear LED Working Lights
- High Flow Auxiliary Hydraulics w/Second Auxiliary Line
- Roll Up Door
- Factory Radio
- Hydraulic Quick Attach
- Foot Throttle
- Defroster
- Back-up Camera
- 2 Year Fleet Management System
- 2 Year Full Machine Warranty
- 76" Heavy Duty Bucket

Sales Price ..... \$55,000.00

**Municipal Lease Terms with Kansas State Bank**

One advance payment of \$9,950 at closing with balance due in 12 months in the amount of \$47,748.49. If the City chooses not to exercise the buyout, VLP will buy the unit back and payoff the balance of \$47,748.49.

- City responsible for all maintenance
- Maximum usage of 500 hours
- Tracks must at 50% or better at end of 12 months or replaced by City
- Replacement unit must be renegotiated prior to the end of 12 months

Please let me know if you have any questions.

Sincerely,

Susan A. Parman  
F&I / Credit Manager

**DOCUMENTATION INSTRUCTIONS**

The instructions listed below should be followed when completing the enclosed documentation. Please print on single sided paper only. Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

**I. Attached Documentation**

1. **Government Obligation Contract**
  - ◆ An authorized individual that is with the Obligor should sign on the first space provided.
  - ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
  - ◆ Review equipment description. Complete serial number/VIN if applicable.
  - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
  - ◆ Sign and print name and title
4. **Insurance Requirements**
  - ◆ Complete insurance company contact information where indicated.
5. **Debit Authorization – (Preferred)**
  - ◆ Complete form and attach a voided check
6. **8038GC IRS Form**
  - ◆ Please read 8038 Review Form
  - ◆ In Box 2, type Employer Identification Number
  - ◆ Sign and print name and title

**II. Additional Documentation Required**

1. First payment check as stated on attached invoice
2. Insurance Certificate as stated on the Insurance Requirements Form
3. Vendor invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
4. Signed and completed Credit Application

**III. Condition to Funding**

If, for any reason: (i) the required documentation is not returned by June 30, 2018, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:**  
KS StateBank  
2627 KFB Plaza STE 202E  
Manhattan, Kansas 66503

## GOVERNMENT OBLIGATION CONTRACT

### Obligor

City of Grain Valley, Missouri  
711 South Main Street  
Grain Valley, Missouri 64029

### Obligee

KS StateBank  
1010 Westloop; P.O. Box 69  
Manhattan, Kansas 66505-0069

**Dated as of June 15, 2018**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

#### I. Definitions

**Section 1.01. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

#### II. Obligor Warranties

**Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:**

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

**Section 2.02. Escrow Agreement.** In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

#### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01. Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

**Section 3.02. Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Oblige then Oblige will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

#### IV. Non-Appropriation

**Section 4.01 Non-Appropriation.** If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Oblige as provided herein and conveyed to Oblige or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Oblige as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Oblige as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Oblige as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Oblige, then Oblige may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

#### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Oblige with a Certificate of Insurance which lists the Oblige and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Oblige in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Oblige from liability and property damage in any form and amount satisfactory to Oblige.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Oblige with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Oblige and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Oblige or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Oblige or its assignees. Obligor shall furnish to Oblige certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Oblige, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Oblige, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Oblige.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Oblige for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Oblige that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

#### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Oblige in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Oblige such documents as Oblige may request to evidence the passage of legal title to the Equipment to Oblige.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Oblige a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Oblige, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Oblige to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

#### VII. Assignment

**Section 7.01 Assignment by Oblige.** All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

**VIII. Maintenance of Equipment**

**Section 8.01. Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees' interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

**IX. Default**

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

**Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04. Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees' request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees' instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

**X. Miscellaneous**

**Section 10.01. Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02. Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees' satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

**Section 10.03. Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04. Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Oblige and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Oblige. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Oblige and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Oblige and will not apply to this Contract.

Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

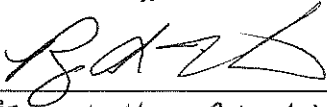
Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Oblige and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**City of Grain Valley, Missouri**

**KS StateBank**



Signature

Ryan L Hunt City Administrator

Printed Name and Title

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

**City of Grain Valley, Missouri**

**Attested By Authorized Individual:**

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of June 15, 2018, between KS StateBank (Obligee) and City of Grain Valley, Missouri (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Takeuchi TL12 Compact Loader, SN: 410001783

Physical Address of Equipment after Delivery : 405 James Rollo Drive Grain Valley, MO 64029

**EXHIBIT B**  
**PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of June 15, 2018, between KS StateBank (Obligee) and City of Grain Valley, Missouri (Obligor)


Date of First Payment:	At Closing
Original Balance:	\$55,000.00
Total Number of Payments:	Two (2)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$9,950.00	\$0.00	\$9,950.00	\$46,018.22
2	15-Jun-19	\$47,748.50	\$2,698.50	\$45,050.00	\$0.00

City of Grain Valley, Missouri

Signature

Printed Name and Title

  
Ryan L Hunt City Administrator

\*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund