

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

AUGUST 12, 2019

7:00 P.M.

OPEN TO THE PUBLIC

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

ITEM I: CALL TO ORDER

- Mayor Mike Todd

ITEM II: ROLL CALL

- City Clerk Jamie Logan

ITEM III: INVOCATION

- Derek Steinmuller with LifeConnection Church Grain Valley

ITEM IV: PLEDGE OF ALLEGIANCE

- Alderman Nancy Totton

ITEM V: APPROVAL OF AGENDA

- City Administrator Ryan Hunt

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

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

ITEM VIII: CONSENT AGENDA

- October 30, 2018 – Board of Zoning Adjustment Minutes
- June 4, 2019 – Park Board Minutes
- July Court Report
- July 22, 2019 – Board of Aldermen Regular Meeting Minutes
- August 12, 2019 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS

- None



ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: RESOLUTIONS

**ITEM XIII
R19-34 (A)** **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the Use of Jackson County's 2019 Pavement Maintenance Phase 1 Contract for the City's 2019 Street Maintenance**

To provide an edge mill and overlay to Greystone Blvd, NE Erin Ct, NE Mary Ct, NE Katie Ct, NE Kim Ct, NE Jaclyn Dr, NE Hannah Ct, NE Amanda Jean Way, and to provide patch work on NW Woodbury Dr

**ITEM XIII
R19-35 (B)** **A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2019 Budget and Authorizing the City Administrator to Enter into an Agreement With CFS Engineers for Design And Engineering Services for the Pedestrian Bridge at Blue Branch Creek, Contingent Upon the Allocation of Funding for Said Services**

To provide design and engineering services for the Blue Branch Creek Pedestrian Bridge.

**ITEM XIII
R19-36 (C)** **A Resolution by the Board of Alderman of the City of Grain Valley, Missouri, Adopting a Labor Agreement with the Fraternal Order of Police for Sworn Police Officers and Authorizing the Mayor to Sign the Agreement on Behalf of the City**

To approve the 2019-2021 Officer Labor Agreement

**ITEM XIII
R19-37 (D)** **A Resolution by the Board of Alderman of the city of Grain Valley, Missouri, Adopting a Labor Agreement with the Fraternal Order Of Police for Sworn Police Sergeants and the Mayor to Sign the Agreement on Behalf of the City**

To approve the 2019-2021 Sergeant Labor Agreement

ITEM XIV: ORDINANCES

ITEM XIV (A) B19-19 **An Ordinance Amending Section 500.075 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to the Requirement that Certain Trades Hold a Valid Master Trade Certification**
2ND READ

To update the Municipal Code to reflect state statute

ITEM XIV (B) B19-20 **An Ordinance Amending the Code of Ordinances by Adopting one new Title Regulating Medical Marijuana Within the City Limits**
2ND READ

To update the Municipal Code to reflect legalizing medical marijuana in Missouri by Constitutional Amendment

ITEM XIV (C) B19-21 **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2019 Budget to Allocate Funding from Park Reserves for Design and Engineering Service for the Blue Branch Creek Pedestrian Bridge**
1ST & 2ND READ

To amend the 2019 budget for design and engineering services of the Blue Branch Creek Pedestrian Bridge

ITEM XIV (D) B19-22 **An Ordinance of the City of Grain Valley, Missouri, to Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Municipal Officials**
1ST READ

To stay in compliance with the rules set forth by the Missouri Ethics Commission

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 AUGUST 26, 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



Consent

Agenda

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Grain Valley Community Development
711 Main St
Grain Valley, Missouri 64029
816.847.6220
Fax: 816.847.6206
www.cityofgrainvalley.org

**CITY OF GRAIN VALLEY
BOARD OF ZONING ADJUSTMENT
Tuesday, October 30, 2018
Grain Valley City Hall – 711 Main St
6:00 P.M.**

MINUTES

1) Call to Order

Meeting was called to order at 6:02 pm

2) Roll Call:

Board Chair: Steve Shatto - Present

Board Member: Joe Panza - Present

Board Member: Mark Clark - Absent

Board Member: Lynne Berend - Present

Board Member: Mike Coon - Present

3) Approval of Minutes

- October 9, 2018

Motion to approve the minutes as written by Joe Panza; motion seconded by Mike Coon.

Motion passed 4-0, being polled as; J. Panza – aye, S. Shatto – aye, M. Clark – absent, L.

Berend – aye, M. Coon - aye.

4) Agenda Items

- A. Case V18-003:** Submitted by Tina Brunner, a request for variance to zoning regulations to allow a drinking establishment for the sale of alcohol by the drink at 206 Harris Street, Grain Valley, MO which is not permitted in the current zoning district. The property is zoned M-1 light industrial. This request is for variance to zoning regulations only. The Board of Zoning Adjustment does not grant liquor licenses.

Staff gave an overview of the request and stated that this type of use is allowed in other districts but not in M-1 light industrial areas.

Dave Halphin, who was representing Ms. Brunner, stated that the building has been vacant for over eight years and his client entered into a lease agreement because she thought it was an allowable use. He stated that it's not within three hundred feet of anything like a school or church and it's a perfect place for a bar. He also stated that it's hard on the current owner because he can't rent it out and he sees this as a win, win situation.

Mike Coon asked if there was anyone who stated opposition and staff said they hadn't heard from anyone either way. Mr. Halphin said that the owner talked to many on the street and they

were okay with it. Mr. Coon also asked if food would be served and Ms. Brunner said that there would be food.

Joe Panza asked staff how close houses were. After looking at the map, staff said that the closest houses appeared to be around four hundred feet away.

Steve Shatto asked Ms. Brunner if she had the capability to bring it up to code and she said absolutely.

Motion:

Joe Panza motioned to approve variance; motion seconded by Lynne Berend. Motion failed 3-1, being polled as; J. Panza – aye, S. Shatto – no, M. Clark – absent, L. Berend – aye, M. Coon – aye.

5) New Business

Staff told the Board that the annual Mayor's Christmas Tree Lighting would be on November 29th at 6:00, at Armstrong Park.

6) Adjournment –

Motion:

Mike Coon motioned to adjourn, motion seconded by Lynne Berend. Motion passed 4-0, being polled as; J. Panza – aye, S. Shatto – aye, M. Clark – absent, L. Berend – aye, M. Coon - aye.

The meeting was adjourned at 6:22.

GRAIN VALLEY PARK BOARD
MINUTES
June 4, 2019

Meeting called to order at 7:01 P.M. by President Brad Welle.

ROLL CALL:

PRESENT: Brad Welle (President), Becky Gray (Secretary), Norm Combs, Don Caslavka, Terry Hill, Chuck Harris, Brian Bray, Shannon Davies (Director)

ABSENT: Nathan Hays (Vice President), Jared English, Alderman Jayci Stratton

CONSENT AGENDA:

- a. **APPROVAL OF MINUTES:** Motion by Chuck Harris and seconded by Terry Hill to approve the February Minutes. Motion carried.

TREASURER'S REPORT:

- a. **REVIEW OF ACCOUNTS PAYABLE/EXPENDITURES/REVENUES:**
Shannon highlighted and explained the more notable expenditures such as the new 2-Flume Pool Slide installation, 26 new round tables for the multi-purpose room, replacement of the VGBA pool grates, and a new John Deere Mower.

CITIZEN COMMENTS: none

COMMITTEE REPORTS:

- a. **Veteran's Tribute** – Norm Combs
 - i. Nothing new to report. Norm inquired about the algae growth in the pond adjacent to the Tribute. Shannon stated that they are trying something new this year to kill the vegetation in addition to adding a blue dye to the water so that the sun can't penetrate the water.
 - ii. Terry inquired about the excessive weeds growing up through the bricks at the site. Shannon stated that it had gotten a little too overgrown, but it has been addressed and park maintenance will keep an eye on as part of their routine mowing at that park.

OLD BUSINESS:

- a. **Park Signage** – Shannon Davies
 - i. The signs are being fabricated now. We should be able to install the signs by next month once the spring sports season concludes.
- b. **Cross Creek Trail Project** – Shannon Davies
 - i. The asphalt installation has been delayed due to the excessively wet spring.

- c. **Trails Master Plan Review** – Shannon Davies
 - i. Shannon, Jared and Nathan met to discuss the Trails Master Plan. Some revisions were made, specifically to the proposed trail routes. Shannon will bring an updated aerial reflecting those changes to the next meeting.

- d. **Picnic Table Shelters** – Group Discussion
 - i. Nothing new to report. These probably will not be installed at Monkey Mountain Park until after the spring sports season concludes.

- e. **Community Campus Planning** – Shannon Davies
 - i. Several meetings with the design firm have occurred. Preparations have started with drafting the community survey on what residents would like to see out at the new property. The City is planning on having 1-2 community forums as well.

NEW BUSINESS:

- a. **Park Board Reappointments** - Group Discussion
 - i. Norm Combs, Terry Hill and Brian Bray’s seats on the Park Board are up for reappointment. Resolutions reappointing all three individuals will be on the Board of Aldermen agenda for the June 10th meeting.

DIRECTOR’S REPORT

1. **Operational Updates**

- a. Spring Baseball/Softball Update: Games started last month. Have had an over-abundance of games rained-out so far this season.
- b. 2019 Pool Season Update: The pool opened for the season this past Memorial Day weekend. We are hoping this rainy weather goes away and it starts to heat up.

2. **City Updates**

- a. New Community Development Director: Mark Trosen will be joining the City later this month. He comes to us from the Jackson County Executive Office and worked 20+ with Jackson County Parks + Rec.
- b. Annual Community Development Event: Thursday, June 20th

3. **Past/Current Programs/Special Events**

- a. Painting Party
- b. Youth Tennis Camp
- c. Group & Private Swim Lessons

4. **Upcoming Programs/Special Events**

- a. Movie in the Park (How to Train your Dragon-The Hidden World) – June 7th
- b. Popsicles in the Park – June 18th & July 16th
- c. Preschool Players Instructional T-ball – July 13th

TOPICS FOR NEXT MEETING:

- a. Park Signage
- b. Cross Creek Park Trail Project
- c. Trails Master Plan Review
- d. Community Campus Planning

ADJOURNMENT:

Motion by Norm Combs, seconded by Chuck Harris, to adjourn. Motion carried.
Meeting adjourned at 7:38 PM.

Next regular meeting will be July 23, 2019.

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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

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: July, 2019	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address: kboardman@cityofgrainvalley.org	iNotes <input type="checkbox"/>	
Municipal Judge(s): SUSAN WATKINS		Prosecuting Attorney: JEREMY COVER	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (<i>citations / informations</i>) pending at start of month	127	1,506	268
B. Cases (<i>citations / informations</i>) filed	4	34	11
C. Cases (<i>citations / informations</i>) disposed			
1. jury trial (<i>Springfield, Jefferson County, and St. Louis County only</i>)	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	17	18	14
5. Violations Bureau Citations (<i>i.e., written plea of guilty</i>) and bond forfeitures by court order (<i>as payment of fines / costs</i>)	0	11	2
6. dismissed by court	1	5	7
7. <i>nolle prosequi</i>	0	0	0
8. certified for jury trial (<i>not heard in the Municipal Division</i>)	0	0	0
9. TOTAL CASE DISPOSITIONS	18	34	23
D. Cases (<i>citations / informations</i>) pending at end of month [pending caseload = (A + B) - C9]	113	1,506	256
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (<i>pre- & post-disposition</i>)		IV. PARKING TICKETS	
1. # Issued during reporting period	24	# Issued during period	0
2. # Served/withdrawn during reporting period	17	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	367		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>I. COURT INFORMATION</u>	Municipality: GRAIN VALLEY	Reporting Period: July, 2019
------------------------------------	--------------------------------	----------------------------------

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 4,545.50	EQUIPMENT REIMB DWI	\$ 118.50
Clerk Fee - Excess Revenue	\$ 372.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 11.47		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 4,928.97		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 8,042.22		\$
Clerk Fee - Other	\$ 708.00		\$
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	\$ 93.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 663.09		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 21.83		\$
Law Enforcement Training (LET) Fund surcharge	\$ 180.00		\$
Domestic Violence Shelter surcharge	\$ 360.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 271.30		\$
Restitution	\$ 150.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
Total Other Revenue	\$ 10,489.44	Total Other Disbursements	\$ 441.09
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.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 15,859.50
INCARCERATION REIMBURSEMENT	\$ 139.59	Bond Refunds	\$ 2,670.50
OFFICER REIMBURSEMENT DWI	\$ 183.00	Total Disbursements	\$ 18,530.00



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
Regular Session

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ITEM I: CALL TO ORDER

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on July 22, 2019 at 7:01 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, Stratton, Totton*
- *Absent: West*

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Wayne Geiger of First Baptist Church of Grain Valley

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Stratton

ITEM V: APPROVAL OF AGENDA

- No changes

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- None

ITEM VIII: CONSENT AGENDA

- July 8, 2019 – Board of Aldermen Regular Meeting Minutes
- July 22, 2019 – Accounts Payable
- July 22, 2019 – City Clerk Destruction Certificate
- July 22, 2019 – Finance Destruction Certificate
- July 22, 2019 – Human Resources Destruction Certificate
- *Alderman Headley made a Motion to Approve the Consent Agenda*
- *The Motion was Seconded by Alderman Stratton*
 - No Discussion

ELECTED OFFICIALS PRESENT
Mayor Mike Todd
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton

ELECTED OFFICIALS ABSENT
Alderman Yolanda West

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 Joe Lauber



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- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: None*
 - *Abstain: None*

-MOTION APPROVED: 5-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- Sapp Design Architects and Helix Architects + Design
 - Mike Heule from Sapp Design brought the board up to date on what progress has been made on the Sni-A-Bar Farms property plan; He shared they had come up with a few designs and shared with stakeholders and representatives of the city and they have narrowed down to two concepts from a design perspective; Requested input from residents on design concept at the Community Development Event; Mr. Heule talked through the project timeline of this development; A survey is next in the plan as well as community meetings to share concepts to bring closure to pre-design phase of the master plan by the middle to the end of September
 - Alderman Totton asked if the original building will stay; Mr. Heule said they will try to keep some part of the historic farm in the plan, but the original building has very little value

ITEM XII: ORDINANCES

Bill No. B19-19: An Ordinance Amending Section 500.075 Of the Code Of Ordinances Of The City Of Grain Valley, Missouri, Pertaining to The Requirement That Certain Trades Holding A Valid Master Trade Certification

- *Alderman Headley motioned to bring up Bill No. B19-19 for the first reading*
- *The Motion was Seconded by Alderman Cleaver*
 - This is a housekeeping item relating to the state constitution; Mr. Trosen stated this is a reflection of a Missouri State statute regarding certain trades holding

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Jayci Stratton
 Alderman Nancy Totton

ELECTED OFFICIALS ABSENT

Alderman Yolanda West

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
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Contractor’s licenses and the purpose is to amend and recognize state licenses as well as updating our language from the term certification to license

- *Motion to bring up Bill No. B19-19 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: None*
 - *Abstain: None*
- *Motion to bring up Bill No. B19-19 for a second reading at the next meeting*
- *Alderman Cleaver motioned to approve the first reading and bring back for a second reading at the next meeting*
- *The motion was seconded by Alderman Headley*
- *The motion was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: None*
 - *Abstain: None*

Bill No. B19-19: An Ordinance Amending Section 500.075 Of the Code Of Ordinances Of The City Of Grain Valley, Missouri, Pertaining to The Requirement That Certain Trades Holding A Valid Master Trade Certification

City Attorney Lauber read **Bill No. B19-19** by title only

- Bill No. B19-19 Approved for a Second Reading: 5-0-

Bill No. B19-20: An Ordinance Amending the Code Of Ordinances By Adopting One New Title Regulating Medical Marijuana Within The City Limits

- *Alderman Headley moved to bring up Bill No. B19-20 for the first reading*
- *The Motion was Seconded by Alderman Bass*
 - Alderman Totton asked if the city has to pass ordinances relating to medical marijuana; City Attorney Lauber clarified the legislation as the city must act now or those folks can do what they want and this allows the city to have some control; One of the ways the city can narrow the use of the permits and without it, it would be the full breadth of the state rights
 - Mr. Trosen shared there are regulations with marijuana facility locations in relation to schools and other dispensaries, regulations around hours of operation, and also zoning and traffic code; Cities can distance for locations, but cannot go larger than 1,000 square feet; the city staff is recommending 750 square foot measurement between

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Jayci Stratton
 Alderman Nancy Totton

ELECTED OFFICIALS ABSENT
 Alderman Yolanda West

STAFF OFFICIALS PRESENT
 City Administrator Ryan Hunt
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BOARD OF ALDERMEN MEETING MINUTES
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schools, daycares, and churches to allow for more opportunity; Alderman Stratton asked if there is a limit to the number of facilities; City Attorney Lauber explained the State is only issuing so many permits at this point and further shared August 3 is when facility permits can be submitted

- *Motion to make the first reading of Bill No. B19-20 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: None*
 - *Abstain: None*

Bill No. B19-20 An Ordinance Amending the Code Of Ordinances By Adopting One New Title Regulating Medical Marijuana Within The City Limits

City Attorney Lauber read **Bill No. B19-20** by title only

- *Motion to bring up Bill No. B19-20 for a second reading at the next meeting*
- *Alderman Headley motioned to approve the first reading and bring back for a second reading at the next meeting*
- *The motion was seconded by Alderman Stratton*

- Bill No. B19-20 Approved for a Second Reading: 5-0-

ITEM XIII: RESOLUTIONS

- None

ITEM XIV: CITY ATTORNEY REPORT

- Mr. Lauber shared his firm went to training

ITEM XV: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ryan Hunt
 - City wrapped up negotiating period for the FOP for the officers and sergeants; by the next meeting the board can review the ordinance
 - Working on a community survey relating to the new campus
- Deputy City Administrator Ken Murphy
 - None

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Jayci Stratton
 Alderman Nancy Totton

ELECTED OFFICIALS ABSENT
 Alderman Yolanda West

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- Assistant City Administrator Theresa Osenbaugh
 - Truman Heartland Grant awarded in the amount of \$6375 to help cover costs associated with Camp FOCUS; Ms. Osenbaugh shared the invitation with the board to attend the Truman Heartland grant luncheon this fall
- Chief James Beale
 - Chief Beale shared 30 kids attended in Camp Focus last week; They saw a change in the kids from the beginning to the end of the week; Thanked Ms. Osenbaugh for her work on getting the grant for the camp
 - Shared National Crime Night Out is on August 6 from 6:00-8:30PM and invited the board to come out and support the police department
- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - None
- Community Development Director Mark Trosen
 - Mr. Trosen shared statistical information for Public Works department; Thanked Public Works for work on a water main break on Minter Road and the hot conditions they worked in to complete the fix
- City Clerk Jamie Logan
 - None

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
 - Thanked Mr. Murphy, Ms. Osenbaugh, and Mr. Hunt for the tour of the city as well as Chief Beale for setting up the ride along this past weekend
- Alderman Tom Cleaver
 - None
- Alderman Bob Headley
 - None
- Alderman Jayci Stratton
 - Thanked Mr. Murphy, Ms. Osenbaugh, and Mr. Hunt for the tour of the city
- Alderman Nancy Totton
 - None
- Alderman Yolanda West
 - Absent

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Shea Bass
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ELECTED OFFICIALS ABSENT

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ITEM XVII: MAYOR REPORT

- Mayor Mike Todd
 - The first of two pool parties has been held; 75 fourth and fifth graders attended; Mayor thanked all of the volunteers; 109 students signed up for the one this week comprised of sixth and seventh graders
 - Mayor relayed concern from a citizen regarding minimum use charge for water in the city; The citizen questioned why the city doesn't prorate the \$34 minimum monthly charge for the actual use at a property; City Administrator Hunt shared there might be limitations of our billing system to be able to prorate; Mr. Craig shared the city can look at options, but the user fees also help pay for a system that is maintained 365 days a year around the clock such as in the case of a water main break; this should be taken into consideration

ITEM XVIII: EXECUTIVE SESSION

- City Administrator Hunt stated a need to hold an Executive Session for Section 610.021(1) Legal Actions and Section 610.021(12) Sealed Bids, Pursuant to Section 610.021(12), RSMo. 1998, as Amended
- *Alderman Headley moved to close the Regular Meeting for items related to Sections 610.021 (1) and (12), RSMo. 1998, As Amended*
- *The motion was seconded by Alderman Stratton*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 5-0-

-THE REGULAR MEETING CLOSED AT 7:45 PM-

- *Alderman Headley moved to open the Regular Meeting*
- *The motion was seconded by Alderman Totton*
 - No Discussion

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Jayci Stratton
Alderman Nancy Totton

ELECTED OFFICIALS ABSENT

Alderman Yolanda West

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 Joe Lauber



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
 Regular Session

07/22/2019
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- *The motion was voted on with the following roll call vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 5-0-

-THE REGULAR MEETING OPENED AT 8:16 PM

ITEM XIX: ADJOURNMENT

- The meeting adjourned at 8:16 P.M.

Minutes submitted by:

 Jamie Logan
 City Clerk

 Date

Minutes approved by:

 Mike Todd
 Mayor

 Date

ELECTED OFFICIALS PRESENT
 Mayor Mike Todd
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Jayci Stratton
 Alderman Nancy Totton

ELECTED OFFICIALS ABSENT
 Alderman Yolanda West

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 Joe Lauber

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT				
NON-DEPARTMENTAL	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,004.83				
			MISSOURI WITHHOLDING	2,196.16				
			FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	357.00			
			AFLAC	AFLAC AFTER TAX	126.59			
				AFLAC CRITICAL CARE	24.96			
				AFLAC PRETAX	310.49			
				AFLAC-W2 DD PRETAX	200.14			
			MISCELLANEOUS	PREMIUM CUSTOM HOMES	PREMIUM CUSTOM HOMES:	1,380.00		
				PREMIUM CUSTOM HOMES	PREMIUM CUSTOM HOMES:	552.00		
			MIDWEST PUBLIC RISK		DENTAL	156.53		
					OPEN ACCESS	567.60		
					OPEN ACCESS	176.59		
					HSA	251.75		
					HSA	1,540.88		
					HSA	161.05		
					VISION	50.63		
					VISION	114.97		
					VISION	25.08		
			HSA BANK		HSA - GRAIN VALLEY, MO	260.94		
					HSA - GRAIN VALLEY, MO	315.62		
					HSA - GRAIN VALLEY, MO	362.38		
					HSA - GRAIN VALLEY, MO	361.37		
			THE LINCOLN NATIONAL LIFE INSURANCE CO		AUG 2019 DISABILITY	214.96		
			CITY OF GRAIN VALLEY -FLEX		FLEX - DEPENDENT CARE	148.44		
					FLEX - DEPENDENT CARE	144.29		
			ICMA RC		ICMA 457 %	238.77		
					ICMA 457 %	408.68		
					ICMA 457	283.52		
					ICMA 457	279.57		
					ICMA ROTH IRA	55.54		
					ICMA ROTH IRA	55.00		
			INTERNAL REVENUE SERVICE		FEDERAL WH	5,551.18		
					FEDERAL WH	6,025.40		
					SOCIAL SECURITY	4,070.50		
					SOCIAL SECURITY	4,307.28		
					MEDICARE	951.99		
					MEDICARE	<u>1,007.33</u>		
					TOTAL:	35,240.01		
			HR/CITY CLERK	GENERAL FUND		AUG 19 STANDARD LIFE INSUR	6.00	
						VISA-CARD SERVICES 1184	ICMA CONF REGISTRATION	500.00
						AMAZON.COM	HIGH IMPACT INTERVIEW QUES	17.95
						LINKED IN	CITY ENGINEER	50.00
						MIDWEST PUBLIC RISK	DENTAL	17.28
							HSA	312.21
						HSA BANK	HSA - GRAIN VALLEY, MO	51.68
							HSA - GRAIN VALLEY, MO	50.00
						THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	7.22
ICMA	MURPHY/OSENBAUGH CONF REGI	500.00						
	MURPHY/OSENBAUGH CONF REGI	500.00						
INDEED INC	JUNE 2019 ADVERTISING	7.96						
INTERNAL REVENUE SERVICE	SOCIAL SECURITY	48.71						
	SOCIAL SECURITY	47.13						
	MEDICARE	11.40						
	MEDICARE	<u>11.03</u>						
	TOTAL:	1,138.57						

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	JUN 19 DataSafe Backups	1,750.00		
			AUG 19Netstandard Clarity	3,707.90		
			07/12-08/11OFFICE 365	1,456.00		
		COBAN TECHNOLOGIES INC	2019 MAINTENANCE	715.08		
		HSA BANK	HSA - GRAIN VALLEY, MO	2.45		
		ONSTAR	HUNT REOCCURING CHARGE	10.00		
		ALTEC LANSING	HUNT REOCCURING CHARGE	5.00		
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	200.05		
			CELLULAR SERVICE 07/19-08/	40.01		
		INTERNAL REVENUE SERVICE	TROSEN EQUIPMENT INCENTIVE	100.00-		
			SOCIAL SECURITY	3.45		
			MEDICARE	<u>0.81</u>		
					TOTAL:	7,790.75
		BLDG & GRDS	GENERAL FUND	KCP&L	GREGG ST	35.35
					600 BUCKNER TARSNEY RD	28.10
					596 BUCKNER TARSNEY RD	14.45
					CAPPELL & FRONT, PH, PUBLI	11.32
618 JAMES ROLLO CT	80.27					
1608 NW WOODBURY DR	39.07					
6100 S BUCKNER TARSNEY	12.35					
618 JAMES ROLLO CT	28.28					
711 MAIN ST	1,434.30					
620 JAMES ROLLO CT	26.02					
517 GREGG	90.66					
1805 NW WILLOW DR	39.25					
COMCAST - HIERARCY ACCT	CITY HALL				110.11	
	CITY HALL				251.39	
AMAZON.COM	AMAZON.COM				179.39	
COMCAST	CITY HALL PHONE CHARGES				196.19	
SPIRE	517 GREGG ST			149.31		
	624 JAMES ROLLO CT			6.88		
	711 S MAIN ST			27.17		
AZPONDS	POND DYE			<u>170.00</u>		
				TOTAL:	2,929.86	
ADMINISTRATION	GENERAL FUND			GRAIN VALLEY SCHOOL DISTRICT	TEAM ENTRY FEE	760.00
					MISSOURI MUNICIPAL LEAGUE	MCMA FULL MEMBERSHIP
				MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	360.87
				STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	27.00
				VISA-CARD SERVICES 1184	MEMBERSHIP RENEWAL	789.00
					ICMA MEMBERSHIP-OSENBAUGH	544.00
			MURPHY FLIGHT	285.95		
			OSENBAUGH FLIGHT	285.95		
			ICMA CONF REGISTRATION	1,010.00		
		MISSOURI SECRETARY OF STATE	ANNUAL REGISTRATION REPORT	21.25		
		RICOH USA INC	ADMIN C85162117	228.22		
			MAILROOM C85162118	228.22		
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	50.71		
			BULK GASOHOL/DIESEL	19.50		
		QUIKTRIP #00150	HUNT FUEL	34.07		
			HUNT FUEL	33.80		
			HUNT FUEL	11.17		
			HUNT FUEL	14.90		
			HUNT FUEL	22.20		
AFLAC	HUNT PREMIUMS	2.25				

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HUNT PREMIUMS	27.96
			HUNT PREMIUMS	32.19
		SOUTHWEST AIRLINES	MURPHY/OSENBAUGH: FLIGHT	571.90
			MURPHY/OSENBAUGH: FLIGHT	571.90-
		LINKED IN	HUNT CAREER SUBSCRIPTION	29.99
		MIDWEST PUBLIC RISK	ADMIN HEALTH	402.85
			DENTAL	21.85
			DENTAL	14.08
			DENTAL	17.28
			OPEN ACCESS	180.20
			HSA	237.40
			HSA	86.33
			VISION	5.48
		HSA BANK	HSA - GRAIN VALLEY, MO	24.59
			HSA - GRAIN VALLEY, MO	22.50
			HSA - GRAIN VALLEY, MO	101.34
			HSA - GRAIN VALLEY, MO	100.00
		GOOGLE PLAY	HUNT REOCCURRING CHARGE	11.99
		ENTERCOM COMMUNICATIONS CORP	Radio Marketing	1,188.16
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	64.02
		ICMA	MURPHY MEMBERSHIP	789.00
			MURPHY MEMBERSHIP	789.00-
			OSENBAUGH MEMBERSHIP	544.00
			OSENBAUGH MEMBERSHIP	544.00-
			MURPHY/OSENBAUGH CONF REGI	1,010.00
			MURPHY/OSENBAUGH CONF REGI	1,010.00-
			HUNT: MEMBERSHIP	830.00
		ISKYSOFT.COM	HUNT ISKYSOFT TOOLBOX	63.92
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	58.92
		PIZZA SHOPPE	LUNCH: HUNT/OSENBAUGH/MURP	30.81
		LIDIAS	LUNCH: HUNT/MAYOR/COLEMAN	80.00
		KC AREA DEVELOPMENT COUNCIL	PARKING FOR EVENT	5.00
		THE EXAMINER	RFQ CITY ATTORNEY/CITY PRO	26.46
		ICMA RC	EMPLOYEE DEDUCTIONS	105.68
			EMPLOYEE DEDUCTIONS	105.68
		VISA-CARD SERVICES 0749	REFUND - ONSTAR	50.00-
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	302.41
			SOCIAL SECURITY	294.64
			MEDICARE	70.74
			MEDICARE	<u>68.91</u>
			TOTAL:	9,365.44
SELECTED	GENERAL FUND	WALMART COMMUNITY	SENIOR LUNCHEON RAFFLE ITE	31.88
		AMAZON.COM	RAFFLE PRIZES	78.61
			TEXAS ROADHOUSE GIFT CARD	86.05
		COSENTINOS PRICE CHOPPER	SENIOR LUNCHEON	50.00
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	12.02
		CINEMATIC VISIONS II, INC.	Video Production	1,500.00
		MVP AWARDS & MORE	PLAQUE	94.50
		CASEYS GENERAL STORE	GV YES DINNER	<u>45.96</u>
			TOTAL:	1,899.02
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	<u>6,667.50</u>
			TOTAL:	6,667.50
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	286.03
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	18.00
		AMAZON.COM	HIGH IMPACT INTERVIEW QUES	7.39
		MIDWEST PUBLIC RISK	BOWDEN	87.38-
			BOWDEN	575.48-
			DENTAL	51.84
			OPEN ACCESS	391.03
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	75.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	38.15
		MOGFOA	CRAIG: MEMBERSHIP	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	159.21
			SOCIAL SECURITY	214.17
			MEDICARE	37.24
			MEDICARE	<u>50.08</u>
			TOTAL:	1,041.52
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	139.70
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	4.05
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	14.93
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	3,902.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	171.24
			SOCIAL SECURITY	168.03
			MEDICARE	40.04
			MEDICARE	<u>39.29</u>
			TOTAL:	4,947.11
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.25
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	624.41
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
			HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	13.18
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	52.41
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	114.94
			SOCIAL SECURITY	132.00
			MEDICARE	26.88
			MEDICARE	<u>30.87</u>
			TOTAL:	1,364.50
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	68.76
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	6.00
		MIDWEST PUBLIC RISK	DENTAL	17.28
			HSA	143.87
		HSA BANK	HSA - GRAIN VALLEY, MO	38.74
			HSA - GRAIN VALLEY, MO	37.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	7.35
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	56.16

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SOCIAL SECURITY	54.37
			MEDICARE	13.14
			MEDICARE	<u>12.71</u>
			TOTAL:	455.88
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,036.48
			MONTHLY CONTRIBUTIONS	354.77
		SAMS CLUB/GEGRB	CHIPS AND DRINKS FOR SUMME	43.98
		STATE BANK OF MISSOURI	IN-CAR COMPUTERS/CAMERAS	2,314.61
		WALMART COMMUNITY	MIC/RECORDER	35.71
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	312.00
		VISA-CARD SERVICES 1325	HOTEL STAY	542.85
			LODGING FOR DARE CONF	1,178.64
		AMAZON.COM	SUMMER CAMP BADGES	39.99
		CORNER CAFE	MEETING	30.05
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	686.80
			BULK GASOHOL/DIESEL	131.95
			BULK GASOHOL/DIESEL	987.50
			BULK GASOHOL/DIESEL	198.39
			BULK GASOHOL/DIESEL	875.61
			BULK GASOHOL/DIESEL	111.87
		HILTON GARDEN INN COLUMBIA	IIAMS: LODGING	1,178.64
			IIAMS: LODGING	1,178.64-
		COMCAST	HIGH SPEED INTERNET	149.85
		HOLIDAY INN EXPRESS	CUMMINGS LODGING	542.85
			CUMMINGS LODGING	542.85-
		LE UPFITTER LLC	OUTER CARRIERS	718.00
			BALLISTIC VESTS	1,448.00
			BALLISTIC VESTS	22.35
			VEHICLE EQUIPEMENT	2,223.36
		MIDWEST PUBLIC RISK	ROUNDING	0.08-
			DENTAL	228.67
			DENTAL	449.28
			OPEN ACCESS	1,081.17
			OPEN ACCESS	1,564.10
			OPEN ACCESS	688.35
			HSA	949.58
			HSA	2,877.40
			HSA	4,370.87
			HSA	549.59
		HSA BANK	HSA - GRAIN VALLEY, MO	750.00
			HSA - GRAIN VALLEY, MO	750.00
			HSA - GRAIN VALLEY, MO	1,000.00
			HSA - GRAIN VALLEY, MO	1,000.00
		LOVES STORE 299	FUEL FOR DARE CONFERENCE	36.50
		EXXONMOBIL	FUEL FOR DARE CONFERENCE	35.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	365.24
		CHEWY.COM	PURINA DOG FOOD	64.60
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	1,252.53
			CELLULAR SERVICE 07/19-08/	80.02
			CELLULAR SERVICE 07/19-08/	157.23
		WEIGELS 84	FUEL FOR DARE CONFERENCE	45.65
		CASEYS GENERAL STORE	FUEL FOR DARE CONF	24.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FUEL FOR DARE CONFERENCE	50.10
			FUEL FOR DARE CONFERENCE	57.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	2,756.37
			SOCIAL SECURITY	2,938.81
			MEDICARE	644.65
			MEDICARE	<u>687.30</u>
			TOTAL:	42,386.84
ANIMAL CONTROL	GENERAL FUND	STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	12.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	36.99
			BULK GASOHOL/DIESEL	70.17
		MIDWEST PUBLIC RISK	OPEN ACCESS	360.39
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	10.18
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	52.41
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	75.79
			SOCIAL SECURITY	75.79
			MEDICARE	17.72
			MEDICARE	<u>17.72</u>
			TOTAL:	729.16
PLANNING & ENGINEERING GENERAL FUND		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	451.28
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	36.60
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	27.74
			BULK GASOHOL/DIESEL	39.55
			BULK GASOHOL/DIESEL	25.76
		MIDWEST PUBLIC RISK	DENTAL	50.88
			DENTAL	4.92
			HSA	832.29
			HSA	78.16
		HSA BANK	HSA - GRAIN VALLEY, MO	216.30
			HSA - GRAIN VALLEY, MO	216.94
			HSA - GRAIN VALLEY, MO	14.22
			HSA - GRAIN VALLEY, MO	14.22
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	57.35
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	7.86
		LAMP RYNEARSON INC	ENGINEERING SERVS	3,000.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	382.24
			SOCIAL SECURITY	382.38
			MEDICARE	89.40
			MEDICARE	<u>89.43</u>
			TOTAL:	6,017.52
NON-DEPARTMENTAL	PARK FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	415.84
			MISSOURI WITHHOLDING	447.10
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
			SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	53.18
			AFLAC-W2 DD PRETAX	73.31
		MIDWEST PUBLIC RISK	DENTAL	31.94
			OPEN ACCESS	22.70
			HSA	312.17
			HSA	18.13
			VISION	15.48
			VISION	12.12
			VISION	1.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA - GRAIN VALLEY, MO	137.50
			HSA - GRAIN VALLEY, MO	148.70
			HSA - GRAIN VALLEY, MO	46.80
			HSA - GRAIN VALLEY, MO	47.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	78.82-
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	175.50
			FLEX - DEPENDENT CARE	175.83
		ICMA RC	ICMA 457 %	163.64
			ICMA 457 %	200.96
			ICMA 457	531.17
			ICMA 457	531.50
			ICMA ROTH IRA	45.96
			ICMA ROTH IRA	49.41
			ICMA ROTH IRA	0.97
			ICMA ROTH IRA	1.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,248.63
			FEDERAL WH	1,152.13
			SOCIAL SECURITY	1,104.00
			SOCIAL SECURITY	1,077.75
			MEDICARE	258.20
			MEDICARE	<u>252.07</u>
			TOTAL:	8,864.37
PARK ADMIN	PARK FUND	NETSTANDARD INC	AUG 19 NETSTANDARD CLARIT	617.98
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	507.53
		AT&T	U-VERSE PARK MAINT	68.09
		SHAWNEE MISSION FORD INC	Ford F-350 Truck	29,251.00
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	33.60
		COMCAST - HIERARCY ACCT	CITY HALL	18.88
			CITY HALL	43.35
			TYER RD	124.85
		AMAZON.COM	SPEAKER STANDS	44.95
		NATIONAL REC AND PARK ASSOCIATION	CPRP RECERTIFICATION FEE	65.00
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	98.52
			BULK GASOHOL/DIESEL	268.53
			BULK GASOHOL/DIESEL	111.23
		AFLAC	HUNT PREMIUMS	0.45
			HUNT PREMIUMS	5.59
			HUNT PREMIUMS	6.44
		COMCAST	CITY HALL PHONE CHARGES	32.70
		MIDWEST PUBLIC RISK	ADMIN HEALTH	80.57
			DENTAL	4.37
			DENTAL	1.76
			DENTAL	86.42
			OPEN ACCESS	36.04
			OPEN ACCESS	78.21
			HSA	997.06
			HSA	57.54
			HSA	62.44
			VISION	1.10
		HSA BANK	HSA - GRAIN VALLEY, MO	7.50
			HSA - GRAIN VALLEY, MO	15.00
			HSA - GRAIN VALLEY, MO	229.40
			HSA - GRAIN VALLEY, MO	230.00
		STANTON STEEL INC	Park Sign Posts/Frame	1,997.60
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	62.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	52.41
		ICMA RC	EMPLOYEE DEDUCTIONS	21.14
			EMPLOYEE DEDUCTIONS	21.14
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	369.21
			SOCIAL SECURITY	383.81
			MEDICARE	86.33
			MEDICARE	<u>89.76</u>
			TOTAL:	36,270.15
PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	377.33
		KCP&L	701 SW EAGLES PKWY, BALLFI	147.11
			ARMSTRONG PARK 041503	115.16
			ARMSTRONG PARK DR	35.83
			ARMSTRONG PARK 098095	131.62
			ARMSTRONG PARK 017576	182.40
			28605 E HWY AA	54.19
			JAMES ROLLO SHELTER #2	59.05
			MAIN ARMSTRONG SHELTER 1	19.54
			618 JAMES ROLLO CT	40.13
			ARMSTRONG PARK	43.58
			6100 S BUCKNER TARSNEY	114.24
			28605 E HWY AA FOOTBALL FI	130.34
			618 JAMES ROLLO CT	14.15
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	36.00
		AMAZON.COM	MOUNTS FOR MONKEY MOUNTAIN	8.78
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	474.79
			HSA	575.48
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
			HSA - GRAIN VALLEY, MO	100.00
		SPIRE	600 BUCKNER TARSNEY	22.93
			624 JAMES ROLLO CT	3.44
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	38.91
		ISOTUNESAUDIO	EARPLUGS/HEADPHONES	374.97
		PIONEER MANUFACTURING CO INC	Field Paint	656.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	322.13
			SOCIAL SECURITY	326.63
			MEDICARE	75.33
			MEDICARE	<u>76.39</u>
			TOTAL:	5,026.19
RECREATION	PARK FUND	SAMS CLUB/GEGRB	CONC PRODUCT & SUPPLIES	99.03
		HD GRAPHICS & APPAREL	PRE-K T-BALL SHIRTS	496.00
		PROTECT MY MINISTRY LLC	BACKGROUND SCREENING	400.00
			BACKGROUND SCREENING	176.00
			BACKGROUND SCREENING	400.00-
			BACKGROUND SCREENING	176.00-
		VISA-CARD SERVICES 9115	Coach Background Checks	400.00
			Coach Background Checks	176.00
		SWANK MOTION PICTURES INC	MOVIE IN THE PARK	463.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	21.44
			SOCIAL SECURITY	31.08
			MEDICARE	5.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	7.28
			TOTAL:	1,698.84
COMMUNITY CENTER	PARK FUND	MELODY TAYLOR	07/01-07/08 SILVERSNEAKERS	50.00
			07/01-07/12 SILVERSNEAKERS	125.00
			07/15-07/22 SILVERSNEAKERS	25.00
			07/15-07/26 SILVERSNEAKERS	150.00
		RENEE J HODOWAINE		80.60
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	133.95
		KCP&L	713 MAIN ST	2,657.72
			713 MAIN #A	213.91
		ETS CORPORATION	MONTHLY FEES	47.04
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	12.00
		COMCAST - HIERARCY ACCT	COMM CENTER	188.75
		AUTHORIZE.NET	JUNE SIGNUPS	126.60
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	75.00
		SPIRE	713 S MAIN ST	76.68
			713 S MAIN ST A	34.41
		STANTON STEEL INC	Park Sign Posts/Frame	499.40
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	14.33
		UNITED HEATING & COOLING	HVAC REPAIR	477.00
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	52.41
		FREDAH JOHNSTON	07/02-07/11 LINE DANCING	97.00
			07/16-07/25 LINE DANCING	124.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	164.07
			SOCIAL SECURITY	185.35
			MEDICARE	38.37
			MEDICARE	43.34
			TOTAL:	6,333.66
POOL	PARK FUND	ALLIED REFRESHMENT	CONCESSION DRINKS	191.00
		RENEE J HODOWAINE		697.00
		SAMS CLUB/GEGRB	CONC PRODUCT & SUPPLIES	43.40
			CONC PRODUCT & SUPPLIES	44.85
			CONC PRODUCT & SUPPLIES	396.14
			CONC PRODUCT & SUPPLIES	301.94
			CONC PRODUCT & SUPPLIES	284.99
			CONC PRODUCT & SUPPLIES	297.42
		AMAZON.COM	POOL THERMOMETER	10.89
			POOL CLOCK	109.95
		APEXSUPERSTORES	CHAIR LIFT BATTERIES	62.58
		MIDWEST POOL MANAGEMENT	Pool Management Services	17,115.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	227.15
			SOCIAL SECURITY	150.88
			MEDICARE	53.16
			MEDICARE	35.30
			TOTAL:	20,021.65
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	145.88
			MISSOURI WITHHOLDING	139.71
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	6.67
			AFLAC-W2 DD PRETAX	13.79
		MIDWEST PUBLIC RISK	DENTAL	12.28
			OPEN ACCESS	25.23
			HSA	40.28
			HSA	108.78
			HSA	20.05
			VISION	1.55
			VISION	1.37
			VISION	4.38
			VISION	2.73
		HSA BANK	HSA - GRAIN VALLEY, MO	23.01
			HSA - GRAIN VALLEY, MO	23.04
			HSA - GRAIN VALLEY, MO	60.37
			HSA - GRAIN VALLEY, MO	60.37
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	12.68
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	29.25
			FLEX - DEPENDENT CARE	29.68
		ICMA RC	ICMA 457	32.98
			ICMA 457	33.31
		INTERNAL REVENUE SERVICE	FEDERAL WH	453.00
			FEDERAL WH	436.47
			SOCIAL SECURITY	271.46
			SOCIAL SECURITY	264.69
			MEDICARE	63.48
			MEDICARE	61.90
			TOTAL:	2,438.39
TRANSPORTATION	TRANSPORTATION	AMERICAN PUBLIC WORKS ASSN	PWX REGISTRATION	326.00
		NETSTANDARD INC	AUG 19Netstandard Clarity	370.80
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	297.95
		KCP&L	655 SW EAGLES PKWY	50.61
			618 JAMES ROLLO CT	80.27
			AA HWY & SNI-A-BAR BLVD	40.89
			702 SW EAGLES PKWY	42.37
			GRAIN VLY ST LIGHTS	11,617.65
			618 JAMES ROLLO CT	28.28
			711 MAIN ST	122.94
		MARK ONE ELECTRIC CO INC	TRAFFIC LIGHT REPAIR	3,111.30
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	27.60
		COMCAST - HIERARCY ACCT	CITY HALL	12.35
			CITY HALL	27.04
			PW	22.37
			PW	23.07
			PW	47.75
		VANCE BROTHERS INC	ASPHALT	1,009.33
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	79.16
			BULK GASOHOL/DIESEL	94.15
			BULK GASOHOL/DIESEL	62.01
		COMCAST	CITY HALL PHONE CHARGES	19.61
		MIDWEST PUBLIC RISK	DENTAL	16.59
			DENTAL	46.38
			OPEN ACCESS	118.93
			HSA	189.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	271.20
			HSA	374.64
			HSA	78.16
		HSA BANK	HSA - GRAIN VALLEY, MO	70.27
			HSA - GRAIN VALLEY, MO	70.69
			HSA - GRAIN VALLEY, MO	114.22
			HSA - GRAIN VALLEY, MO	114.22
		SPIRE	405 JAMES ROLLO DR	6.88
			624 JAMES ROLLO CT	6.88
			711 S MAIN ST	2.33
			618 JAMES ROLLO CT	7.88
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	39.58
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	48.85
		LAMP RYNEARSON INC	ENGINEERING SERVS	500.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	271.46
			SOCIAL SECURITY	264.69
			MEDICARE	63.48
			MEDICARE	<u>61.91</u>
			TOTAL:	20,298.30
PUBLIC HEALTH	PUBLIC HEALTH	AAA DISPOSAL SERVICE INC	DUMPSTERS	1,524.19
		GRAIN VALLEY SCHOOL DISTRICT	Senior luncheons Apr-May	1,170.00
		COSENTINOS PRICE CHOPPER	Senior luncheon	<u>1,170.00</u>
			TOTAL:	3,864.19
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	SAPP DESIGN ASSOCIATES ARCHITECTS	PRE-DESIGN & MASTER PLANN	<u>52,907.53</u>
			TOTAL:	52,907.53
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE	UMB BANK	MKT PL TIF, PRO #2 SALES,	<u>30,363.55</u>
			TOTAL:	30,363.55
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	UMB BANK	MKT PL TIF, PRO #2 SALES,	12,454.84
			MKT PL TIF, PRO #2 SALES,	<u>12,071.05</u>
			TOTAL:	24,525.89
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	977.95
			MISSOURI WITHHOLDING	982.53
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
			DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	40.63
			AFLAC-W2 DD PRETAX	122.74
		MISCELLANEOUS HALL, GUY	20-683040-06	15.54
		OUTDOOR RESTROOM	10-822381-02	30.18
		THORSON, JOHN	20-121100-14	65.54
		TREMBLAY, LINDSEY	20-151701-08	15.54
		KENNEDY, MCKENZY	20-562410-08	65.54
		CHESNEY, BETH	20-562890-08	11.68
		GABRIEL, CODY	20-567226-01	65.54
		DAY, ABBY	20-567227-01	65.54
		MAILAND, BETHANY	20-567683-02	56.35
		DYKES, KENDRA	20-567760-03	23.68
		KWASIBORSKI, STEPHEN	20-567840-04	44.92
		LUND, VANESSA	20-568130-03	65.54
		PARSONS, STACY	20-680791-01	54.70
		FRISBIE, STEVE	20-701020-00	7.91
		PAGEL, JEFF	20-721010-00	50.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		JONES, ADAM	10-469100-01	26.66
		PREMIUM CUSTOM HOMES	PREMIUM CUSTOM HOMES:	3,828.00
		PREMIUM CUSTOM HOMES	PREMIUM CUSTOM HOMES:	1,700.00
		MIDWEST PUBLIC RISK	DENTAL	91.41
			OPEN ACCESS	100.90
			OPEN ACCESS	90.82
			HSA	201.40
			HSA	688.85
			HSA	241.90
			VISION	6.19
			VISION	10.17
			VISION	21.90
			VISION	12.09
		HSA BANK	HSA - GRAIN VALLEY, MO	141.04
			HSA - GRAIN VALLEY, MO	187.13
			HSA - GRAIN VALLEY, MO	345.86
			HSA - GRAIN VALLEY, MO	346.67
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	73.95
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	218.47
			FLEX - DEPENDENT CARE	221.86
		ICMA RC	ICMA 457 %	40.93
			ICMA 457 %	167.71
			ICMA 457	244.83
			ICMA 457	248.12
			ICMA ROTH IRA	13.49
			ICMA ROTH IRA	14.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,017.64
			FEDERAL WH	3,033.81
			SOCIAL SECURITY	1,851.01
			SOCIAL SECURITY	1,876.47
			MEDICARE	432.90
			MEDICARE	<u>438.86</u>
			TOTAL:	22,937.09
WATER	WATER/SEWER FUND	AMERICAN PUBLIC WORKS ASSN	PWX REGISTRATION	652.00
		NETSTANDARD INC	AUG 19Netstandard Clarity	741.58
		PEREGRINE CORPORATION	CCR REPORT 2019	1,449.00
			fliers for CD Event	500.00
			JUL 19 BILL PRINT & MAIL	426.95
			JUL 19 BILL PRINT & MAIL	82.49
			JUL 19 BILL PRINT & MAIL	599.20
			JUL 19 BILL PRINT & MAIL	115.91
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,086.03
		KCP&L	825 STONEBROOK DR	62.06
			1301 TYER RD UNIT A	93.66
			618 JAMES ROLLO CT	100.33
			110 SNI-A-BAR BLVD	113.05
			1301 TYER RD UNIT B	320.11
			618 JAMES ROLLO CT	2,713.12
			618 JAMES ROLLO CT	35.35
			711 MAIN ST	245.88
			1012 STONEBROOK LN	45.72
		ETS CORPORATION	MONTHLY FEES	14.64
			MONTHLY FEES	33.56
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	96.60
		COMCAST - HIERARCY ACCT	CITY HALL	22.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL	51.52
			PW	44.74
			PW	44.47
			PW	94.71
		AMAZON.COM	RAFFLE FOR CD EVENT	49.99
			RAFFLE PRIZES FOR CD EVENT	487.39
		COSENTINOS PRICE CHOPPER	RAFFLE PRIZE FOR CD EVENT	25.00
		FACEBOOK INC	FACEBOOK AD	40.00
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	158.31
			BULK GASOHOL/DIESEL	213.66
			BULK GASOHOL/DIESEL	133.75
		QUIKTRIP #00150	HUNT FUEL	17.04
			HUNT FUEL	16.90
			HUNT FUEL	5.57
			HUNT FUEL	7.46
			HUNT FUEL	11.10
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		PAYPAL.COM	PHOTO BOOTH RENTAL	399.00
			PHOTOBOOTH	150.00
		FUNTASTIC BALLOON CREATIONS LLC	BALLOON SHAPING	150.00
		COMCAST	CITY HALL PHONE CHARGES	39.24
		HD GRAPHICS & APPAREL	TSHIRTS FOR CD EVENT	113.50
		MIDWEST PUBLIC RISK	ADMIN HEALTH	161.14
			DENTAL	8.74
			DENTAL	46.31
			DENTAL	173.05
			OPEN ACCESS	237.86
			OPEN ACCESS	72.08
			OPEN ACCESS	156.41
			HSA	474.79
			HSA	886.97
			HSA	1,186.37
			HSA	471.43
			VISION	2.19
		HSA BANK	HSA - GRAIN VALLEY, MO	213.82
			HSA - GRAIN VALLEY, MO	231.19
			HSA - GRAIN VALLEY, MO	392.57
			HSA - GRAIN VALLEY, MO	395.78
		ONSTAR	HUNT REOCCURRING CHARGE	5.00
		ENTERCOM COMMUNICATIONS CORP	Radio Marketing	594.08
		SPIRE	405 JAMES ROLLO DR	13.76
			624 JAMES ROLLO CT	8.60
			711 S MAIN ST	4.65
			618 JAMES ROLLO CT	15.79
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	151.36
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	100.32
		LAMP RYNEARSON INC	ENGINEERING SERVS	4,923.86
		MIRROR IMAGE EXPRESS CARWASH	HUNT REOCCURRING CHARGE	19.00
		CASEYS GENERAL STORE	RAFFLE PRIZE FOR CD EVENT	25.00
		ICMA RC	EMPLOYEE DEDUCTIONS	42.27
			EMPLOYEE DEDUCTIONS	42.27
		NEPTUNE TECHNOLOGY GROUP INC	NEW WATER METERS	9,516.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			NEW WATER METERS	58.50
		VISA-CARD SERVICES 0749	REFUND - ONSTAR	25.00-
		SCHULTE SUPPLY INC	WATER METER SUPPLIES	854.55
			REPAIR BAND	701.27
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	925.51
			SOCIAL SECURITY	938.24
			MEDICARE	216.47
			MEDICARE	<u>219.42</u>
			TOTAL:	36,494.70
SEWER	WATER/SEWER FUND	AMERICAN PUBLIC WORKS ASSN	PWX REGISTRATION	652.00
		NETSTANDARD INC	AUG 19Netstandard Clarity	741.58
		PEREGRINE CORPORATION	JUL 19 BILL PRINT & MAIL	426.94
			JUL 19 BILL PRINT & MAIL	82.48
			JUN 19 BILL PRINT & MAIL	599.20
			JUL 19 BILL PRINT & MAIL	115.91
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,086.03
		KCP&L	925 STONEBROOK DR	19.54
			WOODLAND DR	257.66
			405 JAMES ROLLO DR	357.42
			1326 GOLFFVIEW DR, SEWER LI	101.03
			618 JAMES ROLLO CT	100.33
			WINDING CREEK SEWER	20.06
			618 JAMES ROLLO CT	35.34
			711 MAIN ST	245.87
			1201 SEYMOUR RD	19.66
			110 NW SNI-A-BAR PKWY	19.54
			1017 ROCK CREEK LN	23.14
		ETS CORPORATION	MONTHLY FEES	14.64
			MONTHLY FEES	33.57
		STANDARD INSURANCE CO	AUG 19 STANDARD LIFE INSUR	96.60
		COMCAST - HIERARCY ACCT	CITY HALL	22.13
			CITY HALL	51.52
			PW	44.74
			PW	44.47
			PW	94.71
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	158.31
			BULK GASOHOL/DIESEL	213.66
			BULK GASOHOL/DIESEL	133.75
		QUIKTRIP #00150	HUNT FUEL	17.04
			HUNT FUEL	16.90
			HUNT FUEL	5.57
			HUNT FUEL	7.46
			HUNT FUEL	11.10
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		COMCAST	CITY HALL PHONE CHARGES	39.24
		MIDWEST PUBLIC RISK	ADMIN HEALTH	161.13
			DENTAL	8.73
			DENTAL	46.28
			DENTAL	173.07
			OPEN ACCESS	237.85
			OPEN ACCESS	72.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OPEN ACCESS	156.40
			HSA	474.78
			HSA	886.94
			HSA	1,186.39
			HSA	471.43
			VISION	2.18
		HSA BANK	HSA - GRAIN VALLEY, MO	213.83
			HSA - GRAIN VALLEY, MO	231.18
			HSA - GRAIN VALLEY, MO	392.52
			HSA - GRAIN VALLEY, MO	395.78
		ONSTAR	HUNT REOCCURRING CHARGE	5.00
		ENTERCOM COMMUNICATIONS CORP	Radio Marketing	594.08
		SPIRE	405 JAMES ROLLO DR	13.77
			624 JAMES ROLLO CT	8.61
			711 S MAIN ST	4.67
			618 JAMES ROLLO CT	15.79
		THE LINCOLN NATIONAL LIFE INSURANCE CO	AUG 2019 DISABILITY	151.36
		UNITED LABORATORIES INC	LIFTSATION CLEANER	609.30
		VERIZON WIRELESS	CELLULAR SERVICE 07/19-08/	100.32
		MIRROR IMAGE EXPRESS CARWASH	HUNT REOCCURRING CHARGE	19.00
		ICMA RC	EMPLOYEE DEDUCTIONS	42.26
			EMPLOYEE DEDUCTIONS	42.26
		VISA-CARD SERVICES 0749	REFUND - ONSTAR	25.00-
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	925.48
			SOCIAL SECURITY	938.19
			MEDICARE	216.40
			MEDICARE	<u>219.42</u>
			TOTAL:	15,130.97
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	1,446.29
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	353.84
		HILTON GARDEN INN COLUMBIA	IIAMS: LODGING	1,178.64
		HOLIDAY INN EXPRESS	CUMMINGS LODGING	542.85
		SOUTHWEST AIRLINES	MURPHY/OSENBAUGH: FLIGHT	571.90
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	572.96
		ICMA	MURPHY MEMBERSHIP	789.00
			OSENBAUGH MEMBERSHIP	544.00
			MURPHY/OSENBAUGH CONF REGI	1,510.00
		PROTECT MY MINISTRY LLC	BACKGROUND SCREENING	576.00
		VISA-CARD SERVICES 9115	VISA-CARD SERVICES 9115	2,084.33
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	109.74
		VISA-CARD SERVICES 0749	VISA-CARD SERVICES 0749	<u>1,392.95</u>
			TOTAL:	11,672.50
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	36.97
			KC EARNINGS TAX WH	44.45
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	378.00
		HAMPEL OIL INC	CJC FUEL	197.98
			CJC FUEL	176.12
			CJC FUEL	72.46
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	311.09
			AFLAC-W2 DD PRETAX	172.00
		MISCELLANEOUS	JOHN HUNT:	25.00
		MIDWEST PUBLIC RISK	DENTAL	152.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OPEN ACCESS	569.43
			OPEN ACCESS	176.59
			HSA	253.18
			HSA	1,551.26
			HSA	161.05
			VISION	50.85
			VISION	115.06
			VISION	25.08
		SHERIFFS RETIREMENT SYSTEM	JULY 2019 SHERIFF RETIREME	271.30
		SHARON COSTANZA	FINCH RESTITUTION	150.00
		HOPE HOUSE	JULY 19 DOMESTIC VIOLENCE	360.00
		MO DEPT OF REVENUE	JUL 19 CVC FUNDS	663.09
		MO DEPT OF PUBLIC SAFETY	JULY 19 TRAINING FUND	<u>93.00</u>
			TOTAL:	6,158.34
HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SCREENINGS	265.60
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	10.55
			BATTERY/PAPER/CALCULATOR	29.41
		WAGWORKS	JUL 2019 MONTHLY FEES	63.50
		MIDWEST PUBLIC RISK	DENTAL	17.86
			HSA	322.67
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	2.05
		CONCENTRA MEDICAL CENTERS	SCREENINGS	<u>172.00</u>
			TOTAL:	883.64
INFORMATION TECH	GENERAL FUND	BATTS COMMUNICATIONS SERVICES INC	VOICE TECHNICIAN	112.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.53
		MISCELLANEOUS	SUMNER ONE:	125.00
		MIDWEST PUBLIC RISK	DENTAL	0.57
			HSA	<u>9.39</u>
			TOTAL:	251.99
BLDG & GRDS	GENERAL FUND	A&A ELECTRICAL INC	CITY HALL OUTLETS	225.00
		AAA DISPOSAL SERVICE INC	JUNE SERVICE	125.50
		BATTS COMMUNICATIONS SERVICES INC	AUG 19 MAINTENANCE	125.00
		LBA AIR COND HTG & PLBG INC	SERVICE CALL	290.25
		ORKIN	12/18/2017 SERVICE	69.48
		GENERAL ELEVATOR	AUGUST SERVICE	141.00
		KORNIS ELECTRIC SUPPLY INC	EXT POLE LIGHT	83.95
		HOME DEPOT CREDIT SERVICES	CH COURTROOM PAINT	57.10
		BCLEANKC	WINDOW CLEANING	<u>275.00</u>
			TOTAL:	1,392.28
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	370.92
		PETTY CASH	NADAEU RAPIO LUNCH	8.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	21.56
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	45.43
			BATTERY/PAPER/CALCULATOR	22.87
		AFLAC	HUNT PREMIUMS	2.25
			HUNT PREMIUMS	27.96
			HUNT PREMIUMS	32.19
		ROTARY CLUB OF BLUE SPRINGS	MURPHY DUES	223.00
		MISSOURI ECONOMIC	OSENBAUGH: 2019-2020 DUES	175.00
		MIDWEST PUBLIC RISK	ADMIN HEALTH	402.85
			DENTAL	21.85
			DENTAL	14.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DENTAL	17.74
			OPEN ACCESS	187.08
			HSA	243.79
			HSA	94.35
			VISION	5.48
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	<u>7.19</u>
			TOTAL:	1,924.41
ELECTED	GENERAL FUND	COSENTINOS PRICE CHOPPER	POPSICLES FOR POOL PARTY	22.45
			POP FOR LUNCHEON	34.53
			MAYOR LUCHEON	56.95
		MISCELLANEOUS	JAMIE NADEAU:	<u>250.00</u>
			TOTAL:	363.93
FINANCE	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	212.62
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	29.75
		MIDWEST PUBLIC RISK	DENTAL	34.84
			OPEN ACCESS	397.35
			HSA	143.87
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	<u>4.11</u>
			TOTAL:	822.54
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	144.33
		PETTY CASH	PRISONER LUNCH	2.92
			PRISONER LUNCH	2.92
		MIDWEST PUBLIC RISK	DENTAL	17.59
			DENTAL	1.40
			HSA	287.74
			HSA	25.28
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	4.11
		MERCHANT SERVICES	MONTHLY FEES	<u>10.16</u>
			TOTAL:	496.45
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.25
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	624.41
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	<u>4.11</u>
			TOTAL:	786.33
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	71.03
		ADVANCE AUTO PARTS	OIL FILTERS	27.72
		OREILLY AUTOMOTIVE INC	TIRE GAUGE	10.64
			WIRE TERM	8.00
			12) 1QT TRANS FLD	95.88
			WIRE LOOM	7.95
			WIRE TERM	5.40
			MAY FIRST CALL EB	15.11-
			JUNE FIRST CALL EB	16.51-
		FASTENAL COMPANY	14.5" UVBLACK CBL TIES	75.02
		MIDWEST PUBLIC RISK	DENTAL	17.85
			HSA	148.60
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	2.05
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.76
			PW/WOLTZ UNIFORMS	9.69
			PW/WOLTZ UNIFORMS	<u>9.69</u>
			TOTAL:	467.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE	GENERAL FUND	CITY OF BLUE SPRINGS	SOLE: AMBUSH SURVIVAL COUR	150.00
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	3,809.05
			MONTHLY CONTRIBUTIONS	355.25
		PETTY CASH	KEYS	12.99
			CARD	4.70
			PACKING FOR SHIPPING BROKE	13.16
			RANGE SUPPLIES	15.98
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	42.46
		OFFICE DEPOT	CERTIFICATE/COVER	72.49
			BATTERY/PAPER/CALCULATOR	34.99
		EAGLE VALLEY AUTOMOTIVE LLC	STATE INSPECTION	12.00
		OREILLY AUTOMOTIVE INC	CABIN FILTER	13.67
			STOPLIGHT SW	20.58
		COSENTINOS PRICE CHOPPER	SUMMER CAMP LUNCHES	300.00
		LEXISNEXIS RISK DATA MGMT INC	JUNE 19 MINIMUM COMMITMENT	50.00
		LE UPFITTER LLC	CARGO LIGHTS	51.85
		MISCELLANEOUS	BENTLEY'S BEATS:	250.00
		TARGET TIME DEFENSE LLC	BAY RESERVATION	75.00
		MIDWEST PUBLIC RISK	DENTAL	228.67
			DENTAL	449.28
			OPEN ACCESS	1,081.17
			OPEN ACCESS	1,564.10
			OPEN ACCESS	688.35
			HSA	949.58
			HSA	2,877.40
			HSA	4,370.87
			HSA	549.59
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	110.89
		SHAWNDA HAYES-DUNNELL	FUEL FOR TRAINING	26.31
		COUNTY LINE AUTO PARTS	2016 EXPLORER HOOD	475.00
		ELITE PARTY RENTAL INC	DUNK TANK RENTAL	125.00
		WULF COMPUTERS	GLASS BREAK SENSOR	301.00
		MO STATE HWY PATROL	CRIMINAL RECORDS SEARCHES	20.00
		REJIS COMMISSION	JULY 19 LEWEB SUBSCRIPTION	312.95
			TOTAL:	19,414.33
ANIMAL CONTROL	GENERAL FUND	MIDWEST PUBLIC RISK	OPEN ACCESS	360.39
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	4.11
			TOTAL:	364.50
PLANNING & ENGINEERING GENERAL FUND	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	449.71
		PETTY CASH	POSTAGE	8.30
			PRINTS FOR EMPLOYMENT POST	31.95
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	27.54
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	45.85
			SCALE	8.39
			STARTER SET	59.79
			PAPER/MARKERS/SCALE/STAPLE	97.51
		HOME DEPOT CREDIT SERVICES	10 GAL STAINLESS WET/DRY V	108.50
		MIDWEST PUBLIC RISK	DENTAL	50.73
			DENTAL	4.92
			HSA	829.84
			HSA	78.16
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	13.76
		THE EXAMINER	BOZA HEARING	70.56
			TOTAL:	1,885.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	20.93		
			KC EARNINGS TAX WH	22.57		
		AFLAC	AFLAC CRITICAL CARE	6.78		
			AFLAC PRETAX	53.09		
		MISCELLANEOUS	AFLAC-W2 DD PRETAX	67.59		
			BRADEN DUCKWORTH:	50.00		
		MIDWEST PUBLIC RISK	GVBPA:	100.00		
			DENTAL	30.97		
		UMB BANK	OPEN ACCESS	22.34		
			HSA	311.99		
			HSA	17.52		
			VISION	15.48		
			VISION	12.11		
			VISION	1.08		
			SERIES 2006 INTEREST/PRINC	<u>1,832.29-</u>		
		TOTAL:	1,099.84-			
		PARK ADMIN	PARK FUND	K C BOBCAT	AUGER BIT FOR ENTRANCE SIG	10.00
					MISSOURI LAGERS	MONTHLY CONTRIBUTIONS
				SAMS CLUB/GEGRB	COFFEE CUPS	17.24
				SHERWIN WILLIAMS	PAINT FOR ENTRANCE SIGNS	124.17
				OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	25.99
AFLAC	HUNT PREMIUMS			0.45		
	HUNT PREMIUMS			5.59		
MIDWEST PUBLIC RISK	HUNT PREMIUMS			6.44		
	ADMIN HEALTH			80.57		
DENTAL	DENTAL			4.37		
	DENTAL			1.69		
DENTAL	DENTAL			82.68		
	OPEN ACCESS			34.66		
OPEN ACCESS	OPEN ACCESS			76.94		
	HSA			995.78		
HSA	HSA			28.77		
	HSA			60.35		
VISION	1.10					
NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019			10.68		
ANDERSON RENTALS & SALES	CONCRETE			<u>160.00</u>		
TOTAL:	2,218.04					
PARKS STAFF	PARK FUND	A&A ELECTRICAL INC	NEW POLE MOUNT	281.95		
			NEW OUTLET FOR CAMERA EQUI	211.00		
		AAA DISPOSAL SERVICE INC	JUNE SERVICE	77.00		
			FELDMANS FARM & HOME	WEED KILLER	180.97	
		MISSOURI LAGERS	PUMP FOR SPRAYER	100.54		
			MONTHLY CONTRIBUTIONS	371.68		
		OREILLY AUTOMOTIVE INC	5GAL TRACTR FL	63.80		
		KORNIS ELECTRIC SUPPLY INC	CAMERA WIRES	177.49		
			MM CAMERA OUTLET	43.88		
		FASTENAL COMPANY	MM INGROUND BOX FOR FIELD	140.00		
			BENCH HARDWARE	108.95		
		WEST CENTRAL ELECTRIC COOP INC	CABLE FOR MM CAMERAS	152.88		
			06/27-07/28 BALLPARK COMPL	529.44		
		CS CAREY INC	MULCH	210.00		
			MULCH	40.92		
		HOME DEPOT CREDIT SERVICES	PADLOCKS	62.32		
			COMM GARDEN HOSE REPAIR	16.72		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MM CONCESSION PADLOCKS	216.38
			STORE CREDIT	74.34-
		LAWN & LEISURE	SPARK PLUG/AIR FILTER	27.03
			CAP SCREW/SPINDLE	211.14
		ELKINS AIR CONDITIONING & HEATING	AA AIR CONDITIONING	394.22
			MM AIR CONDITIONING	234.73
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	474.79
			HSA	575.48
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	12.32
		GREGS LOCK & KEY SERVICE INC	FIXED CONCESSION DOOR	273.23
		AES LAWNPARTS	BLADE/GATOR MULCHER	386.52
		LAWN & LEISURE	SHAINSAW CHAIN & OIL	41.49
			WEEDEATER STRING/WEEDEATER	89.97
			CHUTE	<u>125.00</u>
			TOTAL:	5,827.24
RECREATION	PARK FUND	SAMS CLUB/GEGRB	POPSICLES/TREATS	9.28
		OFFICE DEPOT	BADGES	29.95
		OAK GROVE GIRLS SOFTBALL (OGGS)	OAK GROVE GIRLS SOFTBALL (<u>348.00</u>
			TOTAL:	387.23
COMMUNITY CENTER	PARK FUND	A&A ELECTRICAL INC	CC POLE LIGHT	130.00
		AAA DISPOSAL SERVICE INC	JUNE SERVICE	58.00
		BATTS COMMUNICATIONS SERVICES INC	AUG 19 MAINTENANCE	12.50
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	101.66
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	133.95
		SAMS CLUB/GEGRB	JANITORIAL SUPPLIES	134.64
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	25.99
		CS CAREY INC	MULCH	210.00
			MULCH	40.92
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		JAKES INDUSTRIAL INC	CC: 5 EXHAUST FANS	125.00
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	4.11
		MERCHANT SERVICES	MONTHLY FEES	706.64
			MONTHLY FEES	4.08
		UMB BANK	SERIES 2006 INTEREST/PRINC	16,500.00
			SERIES 2006 INTEREST/PRINC	<u>230,000.00</u>
			TOTAL:	248,492.82
POOL	PARK FUND	SAMS CLUB/GEGRB	POPSICLES/TREATS	46.40
		WALMART COMMUNITY	CONCESSION PRODUCTS	95.53
			CONCESSION PRODUCTS	97.07
		JAKES INDUSTRIAL INC	CC: 5 EXHAUST FANS	<u>25.00</u>
			TOTAL:	264.00
NON-DEPARTMENTAL	TRANSPORTATION	AFLAC	AFLAC PRETAX	6.64
			AFLAC-W2 DD PRETAX	13.70
		MIDWEST PUBLIC RISK	DENTAL	12.28
			OPEN ACCESS	25.23
			HSA	40.30
			HSA	108.78
			HSA	20.05
			VISION	1.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION	1.35
			VISION	4.38
			VISION	<u>2.73</u>
			TOTAL:	236.99
TRANSPORTATION	TRANSPORTATION	AMERICAN PUBLIC WORKS ASSN	APWA 2019-2020 MEMBERSHIP	148.00
		CARTER WATERS	FIBERS BULK	268.50
		BATTS COMMUNICATIONS SERVICES INC	AUG 19 MAINTENANCE	12.50
		GARY S KLEOPPEL	TORSION CABLES/LABOR	24.30
		K C BOBCAT	BOBCAT SKID-STEER LOADER	71.00
			40" PLANER	77.77
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	303.04
		PETTY CASH	PARKISON: MEALS FOR DUDE U	10.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	12.67
		ADVANCE AUTO PARTS	AIR FILTER/CABIN AIR FILTE	6.46
		OFFICE DEPOT	BATTERY/PAPER/CALCULATOR	9.01
		OREILLY AUTOMOTIVE INC	28OZ PROTECT/PAPER/AA PROT	8.48
		ORKIN	12/18/2017 SERVICE	5.95
			SERVICE 07/16/19	11.63
		LOWES	CONCRETE	40.10
		HOME DEPOT CREDIT SERVICES	FUEL GRINDER	35.80
			FUEL GRINDER	44.50
		GOODYEAR COMMERCIAL TIRE	GY235/80R17 WRL AT ADV BSL	67.42
		HD GRAPHICS & APPAREL	SHIRTS	23.80
			SHIRTS	77.80
		MIDWEST PUBLIC RISK	DENTAL	16.49
			DENTAL	46.38
			OPEN ACCESS	118.92
			HSA	189.92
			HSA	269.63
			HSA	374.64
			HSA	78.16
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	9.45
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	24.60
			PW/WOLTZ UNIFORMS	24.98
			PW/WOLTZ UNIFORMS	24.98
		DALTON BYRD	REIMBURSEMENT FOR CDL LICE	14.55
		CHUX TRUX	SIDE ENTRY STEPS	84.80
		GRAIN VALLEY RENTAL INC	1 DAY RENTAL 2" TRASH GAS	10.84
		SCHULTE SUPPLY INC	TRENCHING SHOVEL	22.04
			DRAIN SPADE	<u>21.78</u>
			TOTAL:	2,590.89
PUBLIC HEALTH	PUBLIC HEALTH	AAA DISPOSAL SERVICE INC	DUMPSTERS	<u>3,667.61</u>
			TOTAL:	3,667.61
DEBT SERVICE	DEBT SERVICE FUND	UMB BANK NA	GVM8 GO RFDG BDS 2018A	<u>318.00</u>
			TOTAL:	318.00
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.25
			KC EARNINGS TAX WH	8.53
		MO DEPT OF NATURAL RESOURCES	PRIMACY FEES 2019	16,091.04
			PRIMACY FEES 2019	321.82-
		MO DEPT OF REVENUE	JULY 19 SALES TAX	4,053.80
			JULY 19 SALES TAX	81.08-
		AFLAC	AFLAC PRETAX	40.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AFLAC-W2 DD PRETAX	99.45
		MIDWEST PUBLIC RISK	DENTAL	86.95
			OPEN ACCESS	100.90
			OPEN ACCESS	89.35
			HSA	200.37
			HSA	679.08
			HSA	241.90
			VISION	6.19
			VISION	9.98
			VISION	21.83
			VISION	<u>12.09</u>
			TOTAL:	21,346.96
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	JUNE SERVICE	62.75
		AMERICAN PUBLIC WORKS ASSN	APWA 2019-2020 MEMBERSHIP	296.00
		BATTS COMMUNICATIONS SERVICES INC	AUG 19 MAINTENANCE	50.00
		GARY S KLEOPPEL	TORSION CABLES/LABOR	48.60
		K C BOBCAT	BOBCAT SKID-STEER LOADER	142.00
			40" PLANER	155.54
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,059.09
		PETTY CASH	PARKISON: MEALS FOR DUDE U	20.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	25.35
		ADVANCE AUTO PARTS	AIR FILTER/CABIN AIR FILTE	12.90
		VANCO SERVICES LLC	JULY 2019 GATEWAY ES20605	76.67
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	2.79
			BATTERY/PAPER/CALCULATOR	58.01
		OREILLY AUTOMOTIVE INC	28OZ PROTECT/PAPER/AA PROT	16.97
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 07/16/19	23.26
		BLUE SPRINGS WINWATER CO	BLUE MARKING PAINT	225.00
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.18
			HUNT PREMIUMS	12.88
		HOME DEPOT CREDIT SERVICES	FUEL GRINDER	71.60
		GOODYEAR COMMERCIAL TIRE	GY235/80R17 WRL AT ADV BSL	134.84
		HD GRAPHICS & APPAREL	SHIRTS	47.60
			SHIRTS	155.60
		MIDWEST PUBLIC RISK	ADMIN HEALTH	161.14
			DENTAL	8.74
			DENTAL	45.75
			DENTAL	164.65
			OPEN ACCESS	237.86
			OPEN ACCESS	69.32
			OPEN ACCESS	153.88
			HSA	472.24
			HSA	820.36
			HSA	1,169.55
			HSA	471.44
			VISION	2.19
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	30.81
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	49.18
			PW/WOLTZ UNIFORMS	49.96
			PW/WOLTZ UNIFORMS	49.96
		DALTON BYRD	REIMBURSEMENT FOR CDL LICE	29.10
		MERCHANT SERVICES	MONTHLY FEES	532.97
			MONTHLY FEES	352.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CHUX TRUX	SIDE ENTRY STEPS	169.60
		GRAIN VALLEY RENTAL INC	1 DAY RENTAL 2" TRASH GAS	21.70
		SCHULTE SUPPLY INC	TRENCHING SHOVEL	44.09
			DRAIN SPADE	<u>43.58</u>
			TOTAL:	7,871.84
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	JUNE SERVICE	62.75
		AMERICAN PUBLIC WORKS ASSN	APWA 2019-2020 MEMBERSHIP	296.00
		CITY OF BLUE SPRINGS	SEWER USAGE APR-JUN 2019	190,508.42
		BATTS COMMUNICATIONS SERVICES INC	AUG 19 MAINTENANCE	50.00
		GARY S KLEOPPEL	TORSION CABLES/LABOR	48.60
		K C BOBCAT	BOBCAT SKID-STEER LOADER	142.00
			40" PLANER	155.54
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,059.09
		PETTY CASH	PARKISON: MEALS FOR DUDE U	20.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	25.35
		ADVANCE AUTO PARTS	AIR FILTER/CABIN AIR FILTE	12.90
		VANCO SERVICES LLC	JULY 2019 GATEWAY ES20605	76.67
		OFFICE DEPOT	PAPER/ENVELOPES/BATTERY	2.80
			BATTERY/PAPER/CALCULATOR	18.02
		OREILLY AUTOMOTIVE INC	28OZ PROTECT/PAPER/AA PROT	16.97
		ORKIN	12/18/2017 SERVICE	11.91
			SERVICE 07/16/19	23.27
		BLUE SPRINGS WINWATER CO	MARKING PAINT	225.00
		AFLAC	HUNT PREMIUMS	0.90
			HUNT PREMIUMS	11.19
			HUNT PREMIUMS	12.87
		HOME DEPOT CREDIT SERVICES	FUEL GRINDER	71.60
		GOODYEAR COMMERCIAL TIRE	GY235/80R17 WRL AT ADV BSL	134.84
		HD GRAPHICS & APPAREL	SHIRTS	47.60
			SHIRTS	155.60
		MIDWEST PUBLIC RISK	ADMIN HEALTH	161.13
			DENTAL	8.73
			DENTAL	45.77
			DENTAL	164.64
			OPEN ACCESS	237.86
			OPEN ACCESS	69.33
			OPEN ACCESS	153.88
			HSA	472.22
			HSA	820.33
			HSA	1,169.56
			HSA	471.42
			VISION	2.18
		NEW DIRECTIONS BEHAVIORAL	3RD QTR 2019	30.81
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	49.18
			PW/WOLTZ UNIFORMS	49.96
			PW/WOLTZ UNIFORMS	49.96
		DALTON BYRD	REIMBURSEMENT FOR CDL LICE	29.10
		MERCHANT SERVICES	MONTHLY FEES	532.97
			MONTHLY FEES	352.34
		CHUX TRUX	SIDE ENTRY STEPS	169.60
		GRAIN VALLEY RENTAL INC	1 DAY RENTAL 2" TRASH GAS	21.70
		SCHULTE SUPPLY INC	TRENCHING SHOVEL	44.09
			DRAIN SPADE	<u>43.58</u>
			TOTAL:	198,340.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====
100 GENERAL FUND                157,185.59
200 PARK FUND                   334,304.35
210 TRANSPORTATION              25,564.57
230 PUBLIC HEALTH                7,531.80
280 CAPITAL PROJECTS FUND       52,907.53
302 MKTPL TIF-PR#2 SPEC ALLOC   30,363.55
321 MKT PL CID-PR2 SALES/USE    24,525.89
400 DEBT SERVICE FUND           318.00
600 WATER/SEWER FUND           302,121.79
999 POOLED CASH FUND           11,672.50
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                                GRAND TOTAL:    946,495.57
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TOTAL PAGES: 24

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 7/13/2019 THRU 8/02/2019
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

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

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Resolutions

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

MEETING DATE	08/12/2019	
BILL NUMBER	R19-34	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE USE OF JACKSON COUNTY'S 2019 PAVEMENT MAINTENANCE PHASE 1 CONTRACT FOR THE CITY'S 2019 STREET MAINTENANCE	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	1) \$175,000 2) 25,000
	Budget Line Item:	1) 210-55-79400 2) 210-55-73550
	Balance Available:	1) \$375,000 2) 26,394
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide an edge mill and overlay to NE Greystone Blvd, NE Erin Ct, NE Mary Ct, NE Katie Ct, NE Kim Ct, NE Jaclyn Dr, NE Hannah Ct, NE Amanda Jean Way, and to provide patch work on NW Woodbury Dr	
BACKGROUND	Since 2011, the City has worked with Jackson County successfully and with competitive prices for roadway overlay work.	
SPECIAL NOTES	N/A	
ANALYSIS	Memo Attached	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Memo, and Jackson County Bid documents

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

August 12, 2019

RESOLUTION NUMBER
R19-34

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE USE OF JACKSON COUNTY'S 2019 PAVEMENT MAINTENANCE PHASE 1 CONTRACT FOR THE CITY'S 2019 STREET MAINTENANCE

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, must approve all expenditures and agreements; and

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

WHEREAS, the Board of Aldermen has adopted the 2018-2022 Capital Improvements Program, which identifies surface transportation improvements to be completed; and

WHEREAS, the Board of Aldermen find it to be in the best interest of the City;

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

SECTION 1: The use of Jackson County's 2019 Pavement Maintenance Phase 1-3 contract for the City's 2019 Street Maintenance is hereby authorized.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2019.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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Memorandum

To: Board of Aldermen/Mark Trosen Community Development Director
From: Patrick Martin, Public Works Maintenance Superintendent.
Date: 07/31/19
Re: 2019 Street Maintenance

In continuing our search for reducing costs associated with roadway maintenance, staff recommends teaming again with Jackson County on a street maintenance contract. Like last season, Grain Valley will again benefit from lower asphalt bid cost due to the economy of scale when compared with Jackson County's asphalt repair quantities.

Under this agreement Jackson County has bid road maintenance items and selected Superior Bowen Asphalt Co. LLC, as the low and best bidder for asphalt overlay as identified in the Jackson County bid tabs. The selected contractor will extend all contractual prices and warranties associated with their current bid to the City of Grain Valley. The City would be responsible for inspections. Staff recommends we move forward with utilizing Jackson County's 2019 Pavement Maintenance contract to complete this year's overlay projects.

This year's CIP street maintenance program anticipates the edge milling and overlaying of approximately 6,220 linear feet of roadway in the Greystone subdivision. The streets included are NE Greystone Blvd, NE Erin Ct, NE Mary Ct, NE Katie Ct, NE Kim Ct, NE Jaclyn Dr, NE Hannah Ct, NE Amanda Jean Way. Staff would also like to utilize funds from the transportation budget for asphalt maintenance along NW Woodbury Dr in the 300-500 blocks for patch work needed to repair the roadway. Staff recommends using the same contract for the repair work. City Staff is also currently working to identify the best bidder to complete the concrete curbs and sidewalks in the Greystone subdivision to complete the 2019 CIP.

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

**2019 PAVEMENT MAINTENANCE PROGRAM
PHASE 1 ASPHALT OVERLAY
COUNTY PROJECT NO. 3232 COUNTY BID NO. PW 01-2019
UNOFFICIAL BID SUMMARY**

BID OPENING DATE AND TIME: February 19, 2019 2:05 p.m.

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

NO.	Firm	City and State	Amount Bid	% above Low
1	Superior Bowen Asphalt Co., LLC	Kansas City, MO	\$1,490,568.10	0.00%
2	Ideker, Inc.	St. Joseph, MO	\$1,587,932.90	6.53%
	Engineers Estimate		\$1,612,820.50	8.20%

Bid Tabulation for 2019 Pavement Maintenance Program Phase 1
Asphalt Overlay

Jackson County PN 3232 - Bid No. PW 01-2019

Department of Public Works - Engineering Division

Bid Opening Date and Time:
February 19, 2019 at 2:05 p.m.

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

UNOFFICIAL

				1st Low		2nd Low				
This project is funded and Administered by Jackson County, MO.				Superior Bowen Asphalt Co., LLC Kansas City, MO		Ideker, Inc. St. Joseph, MO		Engineers Estimate		Avg. Unit Price of Bids Received
Item No	Description	Unit	No. Units	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Bid	Unit Price	Total Amt. Estimated	
Roadway Items										
1	2" Recycled Asphaltic Concrete Overlay (RC Type 3-01)	TONS	16685	\$58.98	\$984,081.30	\$62.00	\$1,034,470.00	\$61.00	\$1,017,785.00	60.49
2	2" Cold Milling	SY	148319	\$1.90	\$281,806.10	\$2.20	\$326,301.80	\$2.00	\$296,638.00	2.05
3	Force Account	FA	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	30,000.00
4	Jacomo: 2" Recycled Asphaltic Concrete Overlay (RC Type 3-01)	TONS	600	\$70.50	\$42,300.00	\$70.00	\$42,000.00	\$61.00	\$36,600.00	70.25
5	Jacomo: 4" Cold Milling	SY	4686	\$3.75	\$17,572.50	\$3.85	\$18,041.10	\$3.75	\$17,572.50	3.80
6	Concrete Curb and Gutter Reconstruction	LF	3835	\$29.72	\$113,976.20	\$32.00	\$122,720.00	\$35.00	\$134,225.00	30.86
7	Concrete Sidewalk Reconstruction	SF	1600	\$13.02	\$20,832.00	\$9.00	\$14,400.00	\$50.00	\$80,000.00	11.01
Total Bid for Project =					\$ 1,490,568.10		\$ 1,587,932.90		\$ 1,612,820.50	

Received BASE Bid Totals 2-19-2019

\$ 1,490,568.10

\$ 1,587,932.90

Math or Extension Error Total Amount

\$0.00

\$0.00

Extension error line (s) (Item No. Above) ??			
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Notes: 1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate available funds.



CAPITAL IMPROVEMENTS PROGRAM

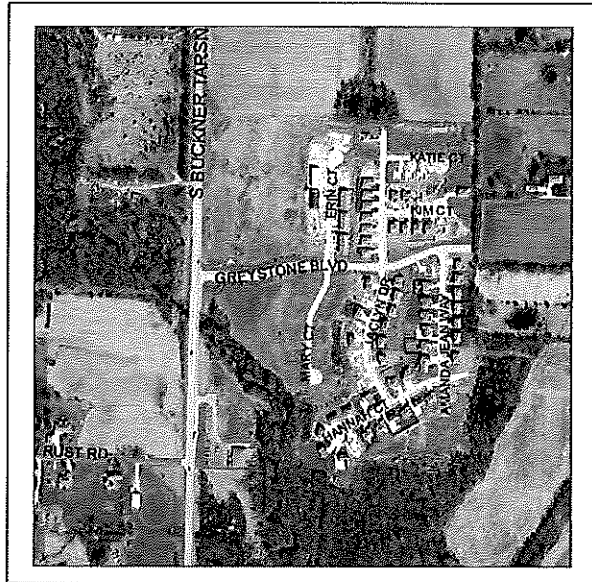
PROJECT TITLE: Greystone Subdivision Road Repairs PW-21

PROJECT TYPE: Street Improvements

DEPARTMENT: Community Development

DESCRIPTION:

This project involves approximately 6,220 L.F. of edge mill and asphalt overlay of the road surface. The project covers all streets currently in the Greystone development including NE Greystone Blvd, Erin Ct, Mary Ct, Katie Ct, Kim Ct, Jaclyn Drive, Hannah Ct, and Amanda Jean Way. The cost shown is for roadway repairs only.



JUSTIFICATION:

This project will remove and replace the failing asphalt surface, and patches caused through age and construction activities. This will provide an improve ride and add longevity to the roadway base and subsurface.

Projected Five-Year Cost Schedule

Breakdown	Prior	2018	2019	2020	2021	2022	Beyond	Total
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$174,935	\$0	\$0	\$0	\$0	\$174,935
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$174,935	\$0	\$0	\$0	\$0	\$174,935
Op Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost Savings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Projected Five-Year Funding Schedule

Source	Prior	2018	2019	2020	2021	2022	Beyond	Total
Capital Improvements Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transportation Fund	\$0	\$0	\$174,935	\$0	\$0	\$0	\$0	\$174,935
Water/Sewer Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Unidentified/Unfunded	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF/TDD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MoDOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$174,935	\$0	\$0	\$0	\$0	\$174,935

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

MEETING DATE	08/12/2019	
BILL NUMBER	R19-35	
AGENDA TITLE	<p>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2019 BUDGET AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS FOR DESIGN AND ENGINEERING SERVICES FOR THE PEDESTRIAN BRIDGE AT BLUE BRANCH CREEK, CONTINGENT UPON THE ALLOCATION OF FUNDING FOR SAID SERVICES</p>	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	\$36,152.00
	Budget Line Item:	200-22-78780
	Balance Available:	\$36,152.00
	New Appropriation Required:	[X] Yes [] No
PURPOSE	To provide design and engineering services for the Blue Branch Creek Pedestrian Bridge.	
BACKGROUND	To provide a safe, pedestrian crossing over Blue Branch Creek is outlined in the City's Trails Master Plan. This bridge will provide pedestrian connectivity between the High School/Sni-A-Bar Elementary campus and the Sni-A-Bar Farms residential subdivisions.	

SPECIAL NOTES	The City was awarded \$119,210.00 in Transportation Alternative Program (TAP) funds for the construction and installation of the pedestrian bridge, which is programmed for 2020. However, TAP funds cannot be used for design/engineering services.
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	A Request for Qualifications (RFQ) was advertised for design and engineering services for the pedestrian bridge and CFS Engineers was selected from those firms that responded.
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, RFQ Submittal, Contract with CFS Engineers, Project Aerial Illustration

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

August 12, 2019

RESOLUTION NUMBER
R19-35

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI ESTABLISHING THE NEED TO AMEND THE 2019 BUDGET AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CFS ENGINEERS FOR DESIGN AND ENGINEERING SERVICES FOR THE PEDESTRIAN BRIDGE AT BLUE BRANCH CREEK, CONTINGENT UPON THE ALLOCATION OF FUNDING FOR SAID SERVICES

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

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

WHEREAS, the Board of Aldermen of the City of Grain Valley through a Request for Qualifications (RFQ) has chosen CFS Engineers to provide design and engineering services for the pedestrian bridge at Blue Branch Creek; and

WHEREAS, the 2019 Budget needs to be amended to allocate funding for these services.

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

SECTION 1: The Board of Aldermen recognize the need to amend the 2019 budget to allocate funding for design and engineering services.

SECTION 2: The City Administrator is hereby authorized to enter into an agreement with CFS Engineers for design and engineering services for the pedestrian bridge at Blue Branch Creek contingent upon the passage of Bill Number B19-21.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2019.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

Request
for
Qualifications
No. 18-04



PEDESTRIAN BRIDGE PROJECT

Cross Creek Park / Blue Branch Creek

January 16, 2019





711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6220 Phone
816-847-6206 Fax
www.cityofgrainvalley.org

**TITLE-SIGNATURE PAGE
REQUEST FOR QUALIFICATIONS NO. 18-04**

The City of Grain Valley is accepting statements of qualifications for professional engineering services for the Pedestrian Bridge Project at Cross Creek Park/Blue Branch Creek.

(4) Unbound copies
MUST BE RECEIVED BY:
5:00 P.M. on January 17th, 2019

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND OR DELIVER IT TO:

City of Grain Valley
Attention: Parks and Recreation Director
711 Main St.
Grain Valley, Missouri 64029

The City reserves the right to reject any and all proposals, to waive technical defects, to select the proposal(s) deemed most advantageous to the City, and to negotiate the fees and service delivery contemplated in this solicitation and in submitted proposals.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. Respondent is **REQUIRED** to complete, sign and return this form with their submittal.

Company Name CFS Engineers	Authorized Person (Print) Sabin Yanez, P.E.
1421 E. 104th Street, Suite 100	
Address	Signature
Kansas City, Missouri 64131	Senior Vice President
City/State/Zip	Title
816.333.4477	January 16, 2019
Telephone #	Date
n/a	48-0735286
Fax #	Tax ID #
syanez@cfse.com	Corporation
E-mail	Entity Type



1421 E. 104th Street
Suite 100
Kansas City, Missouri 64131
cfse.com

Other Offices
Kansas City, Missouri
Lawrence, Kansas
Holton, Kansas
Topeka, Kansas
Springfield, Missouri
Jefferson City, Missouri

January 16, 2019
City of Grain Valley
Parks and Recreation Director
711 Main Street
Grain Valley, Missouri 64029

RE: Request for Qualifications No. 18-04
Pedestrian Bridge Project at Cross Creek Park / Blue Branch Creek

Dear Mr. Shannon Davies,

Cook, Flatt & Strobel Engineers, P.A. (CFS Engineers) is pleased to state our interest and present our qualifications for engineering services for qualifications to provide engineering services for the Pedestrian Bridge project for the City of Grain Valley, Missouri.

For over 57 years, CFS has delivered quality civil engineering services, with a goal of cost effective problem solving. CFS is prepared to provide Grain Valley with a team of proven professionals that understand your needs within this project. The benefits of the CFS team can be summarized as follows:

- Leading Regional Experts in Recreational Trail Design,
- Tremendous Depth of Experience with Americans with Disabilities Act (ADA) requirements,
- Focused on cost-effective solutions for cities like Grain Valley,
- Extensive Similar Recent Project Experience
- Local Experience - We worked with the City to develop project concepts in 2010


Board of Directors:
Kenneth M. Blair, P.E.
Robert S. Chambers, P.E.
Kevin K. Holland, P.E.
Daniel W. Holloway, P.E.
Lance W. Scott, P.E.
Sabin A. Yanez, P.E.

Principals:
Charles C. LePage, P.E.

We have the resources immediately available to begin work on this project. Our current backlog is low so we can have our key personnel working on this project once given the notice to proceed. As you will see from our submittal, CFS is truly a leader in delivering recreational trails, multi-use path and pedestrian bridges that enhance the quality of life for our clients and their citizens. Our experienced designers and technicians that are committed to giving you exceptional service. We are excited about the opportunity to work for the citizens of Grain Valley again under your staff's direction and look forward to your favorable response.

Respectfully submitted,
Cook, Flatt & Strobel Engineers, P.A.

Associates:
Aaron J. Gaspers, P.E.
Michelle L. Mahoney, P.E.
Michael J. Morrissey, P.E.
Gene E. Petersen, P.E.
Todd R. Polk, P.E.
William J. Stafford, P.E.
Richard A. Walker, P.E.
Lucas W. Williams, P.E.


Rick Walker, P.E.
Project Manager | Point of Contact
816.333.4477 | rwalker@cfse.com


Sabin Yanez, P.E.
Principal-In-Charge
816.333.4477 | syanez@cfse.com

TABLE OF CONTENTS

PART III FORMS AND SUBMITTALS

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C.	PROJECT MANAGEMENT	Page 5
D.	LIST OF KEY PERSONNEL PROPOSED TO BE INVOLVED IN THIS PROJECT:	Page 6 - 8
E.	EXPERIENCE:	Page 9 - 13
F.	GENERAL CONDITIONS: Part IV	Page 14 - 15

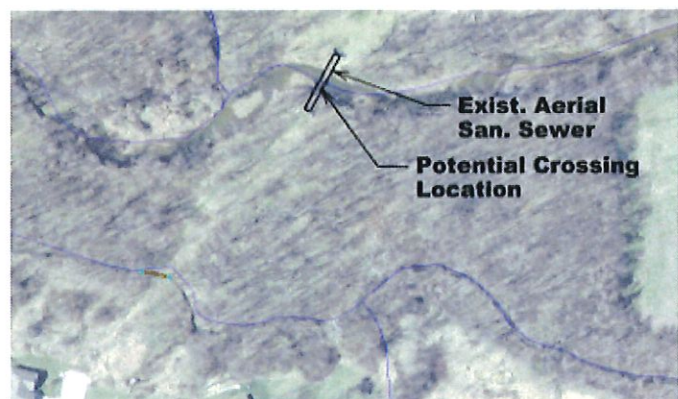
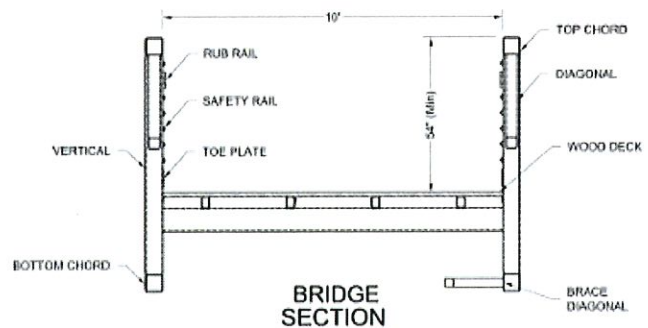


NARRATIVE / PROJECT APPROACH

Project Understanding - All across the country, California to the Carolinas and including Missouri in the middle, citizens are voicing their desire for multi-use path; bicycle and pedestrian walking trails and paths. Grain Valley is consistent with this trend. The City's Trails Master Plan, developed in 2009, revealed that walking trails are Grain Valley residents most requested recreational amenity. Citizens desire pedestrian connectivity. Connecting neighborhoods to parks, schools, businesses and amenities.

The proposed pedestrian bridge over Blue Branch Creek is a vital link in providing these connections and is a critical component in the City's overall integrated trails system. Blue Bank Creek is a natural barrier that separates the Cross Creek neighborhoods along Sni-A-Bar Drive from the schools, parks and shopping districts. Construction of this bridge will connect the neighborhood with Cross Creek Nature Park, Grain Valley Public Schools Campus (Sni-A-Bar Elementary and Grain Valley High School) and will facilitate improved pedestrian connectivity to the shops at Old 40 and Buckner-Tarsney and to Downtown Grain Valley.

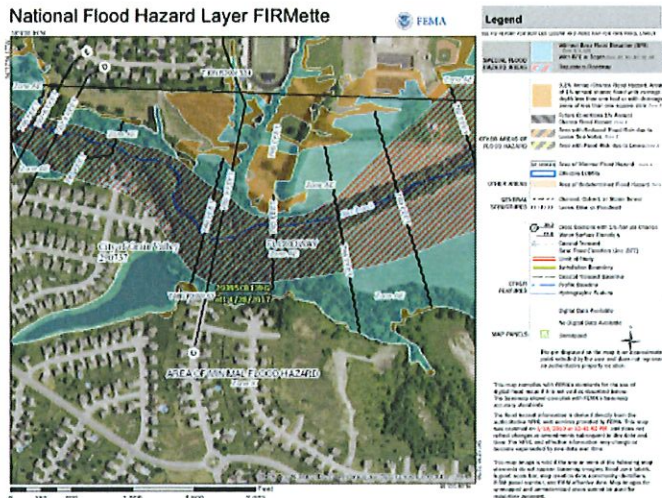
Project Approach - Our approach to delivering this project will begin with a project kickoff meeting with City Staff. The purpose of this meeting is to ensure that the design team fully understands the City's needs and expectations for the project. We anticipate that this structure will be a prefabricated steel structure with a width of 10 feet and will be approximately 100 feet in length. As part of the kick-off meeting we would also propose to complete a site visit with City Staff. The field visit will allow the design team the opportunity to walk the site and set a tentative alignment and location for the bridge based on the conditions observed on the ground. One obvious crossing site to be evaluated is the location of the existing unused bridge abutments near the utility pipeline crossing. Pedestrian foot traffic has worn a path to this location. A bridge at this location may or may not take advantage of the previously constructed abutments based on study and recommendations from our structural engineer.



NARRATIVE / PROJECT APPROACH

A key design consideration will be accessing the site during construction. Heavy equipment must be able to access the site on both sides of the creek. The contractor will have to construct a haul road to bring machinery and materials to the site. We believe that the City should take advantage of this effort and work to ensure that the haul route, particularly on the south side of Blue Bank Creek can be leveraged for use as the permanent trail location. It will be important to direct the contractor to construct the site access along the desired alignment for the future trail and to install and leave in place the culvert and low water crossing that is necessary to cross the small Blue Branch Tributary that is located south of the main channel.

We are aware that the property is part of a habitat restoration area and that the work will be completed in cooperation and partnership with a private natural resources company, Swallowtail LLC. We are also aware that the project is located within the limits of the established 100-year floodplain and floodway. Environmental considerations are key to project success. We will complete the necessary environmental notifications and screenings, and perform the required hydraulic modeling to confirm that the proposed bridge meets the required "no rise" condition.



Completed Low Water Crossing - Eudora Walking Trail

NARRATIVE / PROJECT APPROACH

Our complete scope of services to deliver the project is as follows:

1. PROJECT MANAGEMENT AND ADMINISTRATION
 - a. Project Management Services
 - i. Project Scheduling and Coordination
 - b. Monthly Invoicing and Project Status Reports
 - c. Quality Control - QA/QC of Survey, Preliminary Plans, Right-of-Way Plans and Final Plans.
 - d. Project Kickoff Meeting
 - e. Monthly Progress Meetings
2. PUBLIC INVOLVEMENT
 - a. Communication with Property Owners (Open House Public Meeting)
3. TOPOGRAPHICAL SURVEY & PERMITS
 - a. Topographical Survey - Locate section corners, 1/4 corners, and other land corners. Establish and verify a coordinate base tied to the state's coordinate system. Locate existing monumentation of property corners and right-of-way. Acquire O&E Reports, existing plats and plans to produce base map of existing property and right-of-way lines. Complete topographic survey of the project limits. Coordinate utility locates with Missouri One-Call and locate utilities as marked and incorporate utility owner as-builts if not marked. Office breakdown of field survey to CADD software.
 - b. Geotechnical Investigation - Complete geotechnical investigations including soil sampling of up to 4 locations, material testing and laboratory work, and summary geotechnical report.
 - c. Permits - Send Notice of Project to all applicable permitting agencies, prepare Land Disturbance application, "No Rise" Certificate, and prepare SWPPP.
4. DEVELOP CONSTRUCTION CONTRACT DOCUMENTS
 - a. Preliminary Design (50% Design)
 - i. Preliminary Horizontal and Vertical Geometry
 - ii. Bridge TSL Plans
 - iii. Prepare preliminary cross-sections.
 - iv. Prepare construction limits and profiles necessary to determine right-of-way limits
 - v. Plot and assemble Preliminary Plans for City review and approval.
 - vi. Prepare an opinion of probable construction costs.
 - b. Preliminary Design Review Meeting
 - i. Field Check of Preliminary Plans.
 - c. Right-of-Way Plans (60% Design)
 - i. Prepare right-of-way plans showing the alignment, removal of improvements, drainage, property lines and ownership, land ties, existing right-of-way, proposed permanent and temporary easements. Prepare legal descriptions and drawings for City's use in acquiring required easements. Staking of tentative R/W & easements.
 - d. Final Design Drawings - Prepare final plans include bridge details, structural details, plan and profile, title sheet, typical section, erosion control plans, and cross sections.
 - e. Final Specifications and Contract Documents - Work with the City to develop front end documents and prepare technical specifications for the project.
 - f. Opinion of Probable Project Cost
5. Bidding Assistance - Prepare bid packages and assist with advertising the project. Respond to questions during bidding, prepare and necessary bid addenda and attend the bid opening. Review the bids and prepare tabulation of bids and a bid recommendation.

PROJECT MANAGEMENT

CFS is a full-service consulting firm that provides professional engineering, transportation and environmental services throughout the Midwest. Our staff of over 90 professionals offers client-focused solutions for public infrastructure, private development, structural, geotechnical and survey projects. As a medium sized firm, we maintain stability, constantly pushing for state-of-the-art solutions, while remaining focused on our core values of service and project quality. We consider it a privilege to have partnered with hundreds of communities and clients for the past half-century.

Our work has been recognized, our achievements celebrated and our efforts rewarded. Several CFS led projects have received national awards for creativity and design including top industry awards for engineering excellence.

We are more than just an engineering firm. Our team includes dynamic professionals passionate about tackling challenges and generating real-world, common sense solutions. CFS integrates a broad range of services within one organization offering a comprehensive project approach to our clients.

VISION-LED PLANNING & PRIORITY SETTING

At the core of our municipal work is the philosophy that successful projects are led by a shared community vision. We are regularly tasked with incorporating the perspectives of various stakeholders - citizens, government, regulatory agencies, and special interest groups - into our projects to achieve the highest mutual benefit to all involved. We are committed to bringing individuals together so that all "voices" are heard and realized.

BRIDGES

In 1961, we started out designing bridges in Topeka, Kansas - today, CFS performs inspection, design and construction phase services for thousands of bridges throughout the Midwest. Whether it's a complex design for a separated highway or a simple pedestrian bridge or stream crossing, CFS will determine and execute the most suitable design and construction approach. We utilize the latest in structural analysis and design tools in order to achieve the safest, most efficient bridge design.

SURVEY & LiDAR

CFS Engineers utilizes the most current technology and trained and qualified staff to collect and manage topographic and boundary data. We offer the use of LiDAR scanning as well as traditional survey methods. Licensed land surveyors prepare all legal descriptions, including easements, rights-of-way, and exhibits. CFS survey crews provide staking services for hundreds of different projects including grading, bridges, roads, utilities, sites and buildings. We work with the contractor to provide clear, accurate direction for construction.



FIRM:

Cook, Flatt & Strobel Engineers
(CFS Engineers)
1421 E. 104th Street
Suite 100
Kansas City, Missouri 64131

FIRM LOCATIONS:

Regional

STATE LICENSE IN MISSOURI

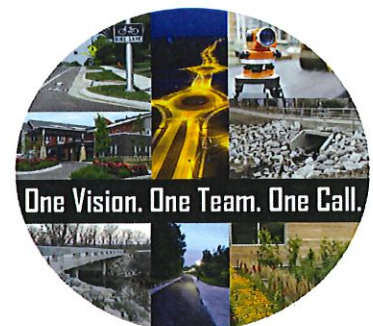
Yes

POINT OF CONTACT

Rick Walker, P.E.
Associate
816.333.4477 | rwalker@cfse.com

STAFF COMMITMENT

Engineers
Survey
Support Staff



KEY PERSONNEL



RICK WALKER PE, PS
CFS Engineers
Associate | Senior Project Manager

Project Manger | Point of Contact

34 years experience
9 with CFS | 25 with other Firms

education
Bachelor of Science / Civil Engineering
University of Kansas / 1984

registrations and certifications
Professional Engineer: MO (1988)
Professional Engineer: KS (1988)
Land Surveyor: KS (1990)

As a Senior Project Manager in our transportation engineering group, Mr. Walker is responsible for the delivery of quality projects, on-time, and on-budget. Mr. Walker has more than 30 years of experience in the planning and design of important projects on interstates, rural and urban highways, and local roads. He is experienced in the related disciplines of project management, geometric design, cost estimation, traffic analysis, drainage and stormwater management, intersection design, signalization, permitting, utility coordination, signing, pavement marking, lighting, and maintenance of traffic. He has been responsible for numerous successful high-profile projects and has a proven track record of client satisfaction while building lasting relationships with CFS's valued clients.

Mr. Walker will bring his project management skills to lead a team to completing a successful project while building a relationship with City Staff.



SABIN YANEZ PE
CFS Engineers
Senior Vice President

Principal-In-Charge | QA / QC

34 years experience
14 with CFS | 20 with other Firms

education
Bachelor of Science / Civil Engineering
University of Missouri - Rolla / 1985

registrations and certifications
Professional Engineer: MO (1994)

Mr. Yanez joined CFS in 2004 and as one of the principals of the firm, oversees all corporate activities for our offices in the Kansas City metropolitan area. Mr. Yanez has over 30 years of Civil Engineering, Planning, Project Development, Systems Management & Operations and Administrative experience. Mr. Yanez has been integral in leading long-range planning and project development efforts with many communities in the metropolitan area. As a firm he has led the growth of our Municipal Services Group, which focuses on delivery of public works projects for multiple public agencies.

Mr. Yanez will be the Principal-In-Charge and oversee the quality control and assurance for the project.

KEY PERSONNEL



BOB CHAMBERS PE
CFS Engineers
Senior Vice President

Senior Structural Engineer

36 years experience
26 with CFS | 10 with other Firms

education
Bachelor of Science / Civil Engineering
University of Missouri - Rolla / 1980

registrations and certifications
Professional Engineer: MO (1988)
Professional Engineer: KS (1986)

Mr. Chambers is a structural and civil engineer with 35 years of experience in planning and designing innovative bridges and transportation facilities with a mission to integrate these facilities better into the function of the adjacent land-uses. Bob has dedicated his career to public projects that enhance communities and regional systems. His work as a consultant has included street design, pedestrian planning and implementation, bridge design, transit projects, land-use planning, utility relocation, and program management. Bob has extensive experience in bridge design and roadway widening projects. Many of Bob's recent projects have dealt with assisting communities and regions develop and implement transportation plans. His background includes preliminary and final design of structural engineering and infrastructure projects throughout Kansas and Missouri.

Mr. Chambers will be the lead structural engineer for this project..



RON SCHROER PLS
CFS Engineers
Survey Manager

Survey

26 years experience
3 with CFS | 23 with other Firms

education
Survey Classes
Longview Community College /1993

registrations and certifications
Professional Land Surveyor: MO (1997)
Professional Land Surveyor: KS (2000)

Mr. Schroer joined CFS in 2014 with over 20 years of surveying experience. He oversees the operation and scheduling of the Kansas City Survey Department. Mr. Schroer's duties also include construction staking, legal descriptions and exhibits, design surveys, boundary surveys and ALTA surveys. Mr. Schroer has experience has allowed him the opportunity to work with a variety of clients, including local and municipal government agencies as well as private development clients.

Mr. Shroer will lead the survey team for this project.

KEY PERSONNEL



BRIDGET PAULK

CFS Engineers
Environmental Specialist

Environmental Specialist

1.5 years experience
.5 with CFS | 1 with other Firms

education

Bachelor of Science / Biological
and Agricultural Engineering w/
Environmental Emphasis
Kansas State University / 2016

registrations and certifications

N/A

Miss Paulk recently joined CFS Engineers as a recent grad with 1 year of experience from the Division of Water Resources. Her college projects included stormwater catchment systems, sustainable aquaponics systems, and an international visit to discuss alternatives in agricultural engineering. Miss Paulk's first year of work focused on dam safety. She work on dam rehabilitation permitting, conduction of dam safety inspections and on-site construction inspections, determination of jurisdictional dams, and review of emergency action plans for dam owners and watershed districts. While at CFS, she has assisted with road design and earthen dam design.

Miss Paulk will use her knowledge to assist with the environmental aspect of this project.

EXPERIENCE & REFERENCES

WARSAW RIVER WALK | PHASE 3

WARSAW, MISSOURI

CFS worked with bridge manufacturers to develop the design of this wood decked pedestrian bridge.

The bridge consists of a 120, dual-span steel structure with wood decking spanning a small cove inlet that provides connectivity between the Joe Dice Swinging Bridge at Route 7 and the Drake Harbor festival and recreation area. This trail provides connectivity from Drake Harbor and the Community Building, across Joe Dice Bridge and from there accesses the levee trails system and City sports facilities and ultimately to Truman Dam.

completed:
2011

Project Owner
City of Warsaw
181 Harrison Street
Warsaw, Missouri 65355

Project Owner
Randy Pogue
City Administrator / Planner
660.438.5522

Cost of Project (Estimated) \$580,351

Cost of Project (CFS Design) \$56,828

CFS Team
Sabin Yanez - Principal-In-Charge
Bob Chambers - Structural Engineer



EXPERIENCE & REFERENCES

JOE DICE BRIDGE IMPROVEMENTS

WARSAW, MISSOURI

CFS worked with the City of Warsaw to assist with bridge lighting, paved & lighted parking, a public restroom, lighted trail and trail head connections at either end of the bridge.

completed:
2013

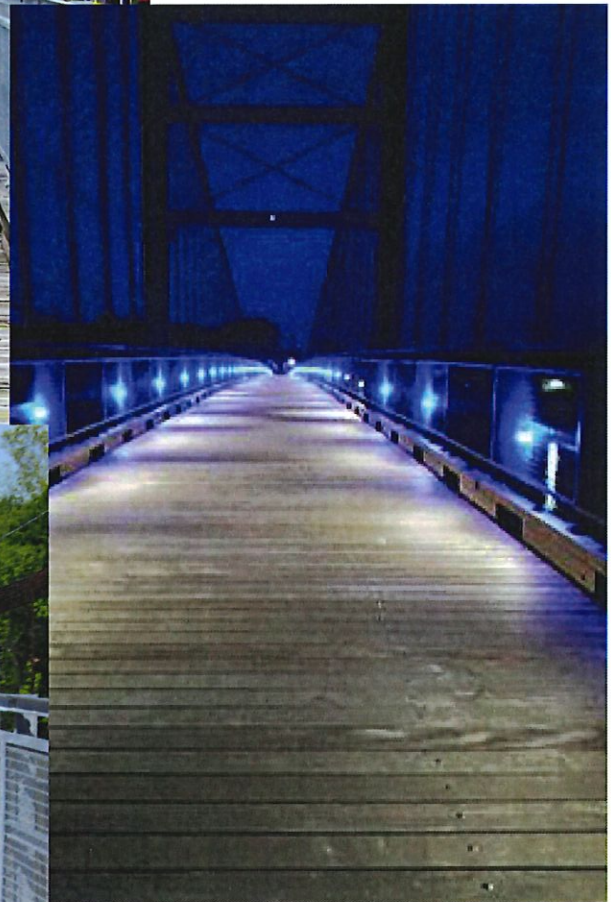
Project Owner
City of Warsaw
181 Harrison Street
Warsaw, Missouri 65355

Project Owner
Randy Pogue
City Administrator / Planner
660.438.5522

Cost of Project (Estimated) \$531,422

Cost of Project (CFS Design) \$42,000

CFS Team
Sabin Yanez - Principal-In-Charge
Bob Chambers - Structural Engineer



EXPERIENCE & REFERENCES

LAKE SHAWNEE TRAIL BRIDGES

SHAWNEE COUNTY, KANSAS

This multipurpose trail connects activity areas in the park and serves a variety of user groups seeking experiences at a variety of skill levels. The trail connects to the adjacent neighborhoods enhancing the experience of users of and from the current facilities and events in the park. Using an interactive approach with the park user groups and citizens, several plan alternatives were explored and a preferred plan was developed. The trail includes 13,150 feet of a 10 foot wide multipurpose trail along West Edge Road at Lake Shawnee, trail gateway, regional trail head, 100 and 400 foot bridges, 30 and 175 car parking lots. Design was performed to AASHTO standards and support was provided for environmental clearance.

Throughout construction, CFS worked with the owner to find applications for "green design". Bioswales were located at the outlets of drainage from parking lots and design locations of the trail were modified to save any trees in conflict.

This project filled a major need around Lake Shawnee and for the people of Shawnee County. Throughout design and construction, coordination was needed to maintain the natural environment while providing access to a safe route away from roadway traffic. The Lake Shawnee Trail fulfilled those needs and produced a project that will provide quality facilities for users for years to come.

completed:
2006

Project Owner
Shawnee County Parks and Recreation
200 SE 7th Street
Topeka, Kansas 66603

Project Owner
John Knight
Director of Parks & Recreation
785.251.6800

Cost of Project (Estimated) \$4.5 Million

Cost of Project (CFS) \$4.25 Million

CFS Team
Bob Chambers - Structural Engineer



EXPERIENCE & REFERENCES

FLINT HILLS NATURE TRAIL

OSAWATOMIE TO HERINGTON, KANSAS

The Flint Hills Nature Trail is a rails-to-trails project that extends 117-miles from Osawatomie to Herington, Kansas in the right-of-way of the former Missouri Pacific Railroad (MoPac). The trail will connect six counties including Miami, Franklin, Osage, Lyon and Morris and pass through numerous communities along the way. The Kansas Department of Wildlife, Parks and Tourism (KDWPT) and Kanza Rails to Trails Conservancy (KRTC) selected the design team of CFS Engineers and RDG Planning and Design to lead the planning and design of the improvements, which will be completed in segments as funds become available.

Development of the trail will encourage outdoor recreation and provide safer routes for pedestrians, bicyclists and equestrians. Several segments of the trail are unimproved or closed, but long range plans call for improvements along the entire length.

Signature Bridge Project

As part of the Flint Hills Nature Trail project, the KDWPT hopes to transform four utilitarian bridges into "signature bridges" to provide users with a unique trail experience that also conveys the meaning of the land that the trail passes through. The CFS and RDG team has developed concepts for the bridges, with renderings that will be used to raise private contributions for construction.

Phase I-A Improvements

KDWPT has contracted with APAC-Kansas, Shears Division to complete the first phase of construction (Phase I-A) along the Flint Hills Nature Trail. The first phase will extend from Colorado Road to Iowa Terrace in Franklin County. Construction activities will occur entirely within the current Flint Hills Nature Trail right-of-way and the nearly \$1.2M project that will include clearing, gravel surfacing, bridge railing and signing.

A significant element of the project is learning and understanding public opinions about development of the trail using a series of community workshops. The first series of workshops were held in February and April of 2014 to discuss Phase I-A improvements. The workshop format was employed to allow visitors to learn about the trail planning and design and to talk one-on-one with design team members. Additional workshops are planned as the project moves forward.

Infrastructure was completed in 2018 from Ottawa to Vassar and Council Grove to Allen. Improvements for the next phase from Allen to Osage City are under design.



completed:
Phase 1A: 2016
Reminder of Project in Design

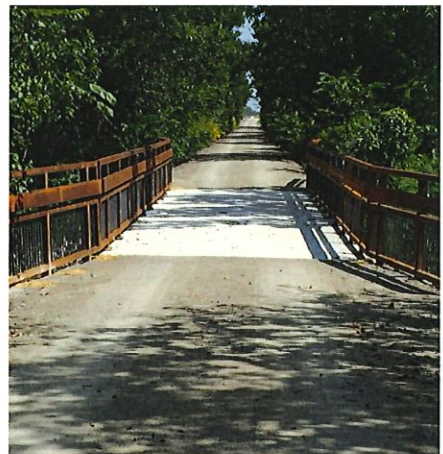
Project Owner
Kansas Department of Wildlife, Parks & Tourism
300 SW Wanamaker Road
Topeka, Kansas 66606

Project Owner
Jeff Bender
Region Supervisor
785.273.6740

Cost of Project (Estimated) \$1.2M (Phase IA)

Cost of Project (CFS Design) \$333,000

CFS Team
Bob Chambers - Structural Engineer



EXPERIENCE & REFERENCES

EUDORA WALKING TRAIL

EUDORA, KANSAS

The City of Eudora retained CFS Engineers to design 2,300 feet of 10' wide recreational path that included a 7'x4' reinforced concrete box low water crossing within the Eudora Elementary School property and Prairie View Estates Subdivision. This design made a connection of pedestrian access possible between the Eudora Elementary School at 11th & Peach Streets, across the Eudora East Tributary, to the existing homes on the other side around 12th Street & Bluestem Drive.

As part of the project, a HEC-RAS hydraulic model was completed along comparing options for the recreational path creek crossing. A pedestrian bridge and low water crossing were analyzed in the model looking at the minimum rise in the base flood water surface elevation in proposed conditions based on the HEC-RAS model reflecting the existing FEMA floodplain. A low water crossing was selected by the City as recommended, based on the analysis that included the results of the hydraulic modeling, showing existing and proposed conditions for all options. Permits were also obtained as needed for this crossing. Verification from the Army Corps of Engineers that this project was covered by nationwide permit 42 was obtained. Verification was obtained from Kansas Division of Water Resources that a permit was not required. A KDHE NOI for Stormwater Runoff was obtained for the project.

Site Construction Documents were prepared and included a layout plan, quantities, grading plan & profiles, drainage plan and calculations, erosion control plan & details. Easement Documents and a Stormwater Pollution Prevention Plan (SWPPP) were also completed as part of this task.

Responsibilities for this project were topographic and boundary survey, hydraulic modeling, design, plan preparation, preparation of easement documents, utility coordination, permitting, Stormwater Pollution Prevention Plan (SWPPP) preparation and construction administration. This project was completed on time and within the budget.

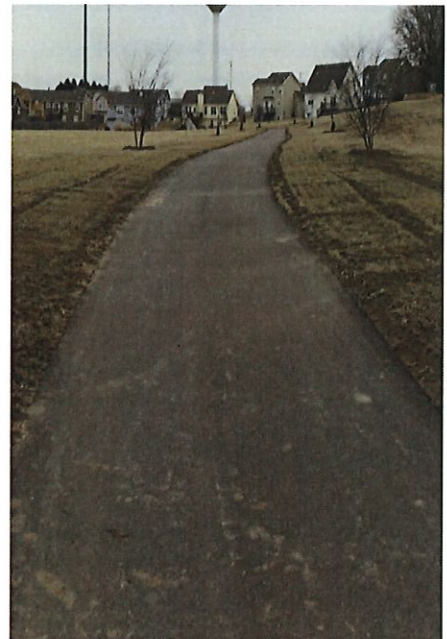
completed:
2016

Project Owner
City of Eudora
107 W. 5th Street
Eudora, KS 66025

Project Owner
Mike Hutto
Public Works Director
785.542.2153

Cost of Project (Estimated) \$335,561.55

Cost of Project (CFS Design) \$39,556.62



GENERAL CONDITIONS

**PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for qualification" means a solicitation of formal, sealed qualifications.
 - b. The term "respondent" means the person, firm or corporation who submits formal sealed qualifications.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this request for qualifications.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the submittal by the successful respondent of this RFQ will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the Director of Parks and Recreation, 711 Main Street, Grain Valley, MO 64029, referencing this RFQ number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFQ number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Director of Parks and Recreation, 711 S. Main Street, Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Community Development Department in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Community Development Department prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:**

When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

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GENERAL CONDITIONS

12. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
13. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
14. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
15. **HOLD HARMLESS:** The contractor shall agree to protect defend, indemnify, and hold the Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
16. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
17. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
18. **CONFLICTS:** No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.



**AGREEMENT FOR ENGINEERING SERVICES FOR PEDESTRIAN BRIDGE
PROJECT (CROSS CREEK PARK/BLUE BRANCH CREEK)
(RFQ NO. 18-04)**

THIS AGREEMENT made and entered into by and between the City of Grain Valley, Missouri (hereinafter "City"), and CFS Engineers (a Missouri Corporation with offices at 1421 E 104 Street, Suite 100, Kansas City, MO 64131) (hereinafter "Engineer").

WITNESSETH:

WHEREAS, City intends to have engineering services for the construction/installation of a pedestrian bridge at Blue Branch Creek (hereinafter "Project"); and

WHEREAS, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

WHEREAS, the City Administrator is authorized and empowered by City to execute contracts providing for professional engineering services; and

WHEREAS, City desires to enter into an agreement with Engineer to perform the Project; and

WHEREAS, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

ARTICLE I: SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER

Engineer shall provide the following professional engineering services to City ("Basic Services"):

See Exhibit A

ARTICLE II: SCOPE OF SERVICES TO BE PROVIDED BY CITY

City shall provide the following services to Engineer:

A. Make available to Engineer on request with reasonable notice, all existing records,

maps, plans and other data possessed by the City when such are necessary, advisable or helpful to the Engineer in the prosecution of its work under this AGREEMENT.

B. Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Engineer under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Engineer's services for the Project. In the absence of any such designation, or until such designation is made by City, its City Administrator shall serve as the designated representative.

ARTICLE III: PAYMENTS TO THE ENGINEER

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer for Basic Services according to the following provisions:

A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B.

B. City will make payment monthly for Basic Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:

1. Project Name/Task Name/Description of Agreement.
2. Invoice Number and Date.
3. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
4. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
5. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
6. Cost Invoices must be categorized by Phase.

ARTICLE IV: COMPLETION TIME

The Basic Services shall be completed in accordance with the following schedule:

All services shall be completed within the times established in authorized task order schedules.

The City Administrator may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

ARTICLE V: INSURANCE

A. CERTIFICATE OF INSURANCE: The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.

B. NOTICE OF CLAIM: The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

C. INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.

D. SUB-CONSULTANT'S INSURANCE: If any part of the contract is to be sublet, the Engineer shall either:

1. Cover all sub-consultants in the Engineer's liability insurance policy or,

2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES: Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

Bodily Injury and Property Damage
Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Grain Valley, Missouri

H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000
City of Grain Valley, Missouri does NOT need to be named as additional insured on Automobile Liability.

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

J. GENERAL INSURANCE PROVISIONS

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary, and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

ARTICLE VI: MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are agreed to by both parties to this Agreement:

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

B. OWNERSHIP OF ENGINEERING DOCUMENTS: Payment by City to Engineer as aforesaid in Article III shall vest in City title to all of the Engineer's instruments of professional service, including all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the

time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

C. MODIFICATIONS TO AGREEMENT: In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.

D. EMERGENCY CHANGES IN SERVICES: The City Administrator is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the City Administrator.

In the event an emergency change in services is authorized by the City Administrator pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

E. TERMINATION: In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.

1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer

up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

F. COMPLIANCE WITH LAWS: Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

G. SUBLETTING ASSIGNMENT OR TRANSFER: Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.

H. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.

I. ENGINEER'S ENDORSEMENT: Engineer shall seal all plans, specifications, estimates, documents, and engineering data as required by the licensing laws of the State of Missouri.

J. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.

K. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or

subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.

L. LIMITATION OF LIABILITY: In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.

M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.

N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.

P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.

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

S. SAFETY: In the performance of its services, Engineer shall comply with the applicable

provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

and notices to Engineer shall be addressed to:

Rick Walker, P.E.
Project Manager
CFS Engineers
1421 E 104th Street, Suite 100
Kansas City, MO 64131

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

X. TERM: The term of this agreement shall be for one hundred and eighty (180) days from which the Notice to Proceed has been issued.

ARTICLE VII: ALL OTHER TERMS REMAIN IN EFFECT

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of August 2019.

CITY OF GRAIN VALLEY, MISSOURI

Ryan Hunt, City Administrator

APPROVED AS TO FORM:

City Attorney

CFS Engineers

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT A – SERVICES TO BE PROVIDED BY THE ENGINEER

After the City issues a notice to proceed, the Engineer shall proceed with the following services:

The engineering services covered by this proposal shall include preliminary design (Field Check Plans), final design and preparation of Plans and Estimate (Office Check Plans) and submittal of Final Plans, Specifications and Estimates (P.S. & E.).

Engineering plans shall be prepared in accordance with City of Grain Valley (CITY) requirements and current standard MoDOT LPA procedures in the format and detail required by the MoDOT Local Public Agency (LPA) Policy. The dimensions shown on the plans shall be shown in English units of measure. Basic specifications shall be Standard Specifications for State Road and Bridge Construction, 2015 Edition.

Geotechnical services including exploration, recommendations and reports will be provided by ENGINEER

Services to be provided by ENGINEER shall include the following:

PRELIMINARY DESIGN AND PLANS PHASE

When authorized by the CITY, the ENGINEER will initiate the Preliminary Design Phase. The following services will be provided during this phase of the project:

A. FIELD AND OFFICE SURVEY DETERMINATIONS.

- a. Research Benchmark and Control Point Data
- b. Topographic Survey of project for channel cross sections and profile
- c. Set Project Control based on MO State Plane Coordinate System
- d. Obtain deeds, plats, title reports and existing surveys

B. PRELIMINARY DESIGN AND PLANS

a. Structural

1. Finalize the Bridge Design Criteria report for the project. Submit report to the CITY for review and approval. All bridge design elements shall be according to the latest AASHTO LRFD Bridge Design Specifications including seismic requirements.

2. Establish preliminary bridge horizontal and vertical geometry

including abutment locations assuming portions or the entirety of existing abutments will be removed, control elevations along profile grade or crown grade, and horizontal and vertical clearance for stream crossings.

3. Finalize field-check stage structural calculations to determine the most efficient structure span, and superstructure types and depths for the proposed bridge.

4. Finalize type, size and location drawings for the proposed bridge to be submitted for review and comment.

5. Complete a field-check stage opinion of probable construction cost for the structure.

b. Hydraulic Design

1. Set Up and Review Proposed Conditions Model.
2. Coordinate with Local Agency and Address Comments.
3. Specify Riprap and Scour Countermeasures.
4. Prepare Hydraulic Report
5. Prepare No-rise certification.

c. Environmental

1. Submit an application for a Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers (USACE).

2. Obtain Clean Water Act Section 401 Water Quality Certification from the Department of Natural Resources (DNR).

3. Section 7 of the Endangered Species Act requires coordination with the U.S. Fish and Wildlife Service (USFWS) and the Missouri Department of Conservation (MDC) on all activities involving federal funds or requiring a federal permit. A request for project review and clearance will be submitted to USFWS and MDC.

4. Section 106 of the Historic Preservation Act requires coordination with the MoDNR State Historic Preservation Office (SHPO) on all activities involving federal funds or requiring a federal permit. A coordination letter relaying details of the project and requesting cultural resources clearance for the project will be provided.

5. Provide a complete report documenting the environmental findings and permitting actions, including data sheets and a site photo log.

FINAL PLAN DEVELOPMENT

The ENGINEER will prepare Final plans for the proposed improvements as approved at Field Check. The following services will be completed during this phase of the contract:

A. Structural

- a. Finalize the Bridge Design and Prepare Plans for a 1 Span, Prefabricated Bridge with Pile Bent Abutments.
- b. Finalize Bridge Approach Pavement Standards. Use Concrete Approach Slab (10').
- c. Finalize Standard Details Sheets.
- d. Prepare Supplementary Specifications.
- e. Conduct QA/QC Review of design, quantities and plans.
- f. Prepare opinion of probable construction cost for the structure.
- g. Submit Office Check Plans.
- h. Incorporate office check comments into the plans.
- i. Submit Final Office Check Plans.
- j. Project management and administration.

B. Final Plans, Specifications and Estimates

- a. Prepare final plans, specifications and estimates for the proposed improvements. Plans shall conform to customary MoDOT requirements to allow office check of the project.
- b. In consultation with the City's attorney, ENGINEER will prepare a complete set of front-end documents and technical specifications for the construction package.
- c. Submit PDF sets of plans, supplemental specifications, and cost estimates to the CITY for use in the Office Check.
- d. Incorporate the comments received from the CITY in the office check regarding the plan sheets developed by the ENGINEER.

e. Submit PDF sets of Final Plans, supplemental specifications, and cost estimates to the CITY.

f. ENGINEER will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notice to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors, and upload the bidding documents to an online plan room such as Drexel or BidClerk to assure maximum competition from qualified sources.

MISCELLANEOUS

A. Attend Pre-Bid Meeting

- a. Attend pre-bid meeting at a future agreed upon date.
- b. Provide answers to any design questions.

B. Provide estimate for Construction Inspection Services

- a. Provide an estimate for Construction Inspection Services for project.
- b. Construction Inspection Services will be negotiated prior to bidding.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the City desires other design services for significant projects, the Engineer shall, upon written authorization by the City, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

ESTIMATE OF COST

FIRM: CFS Engineers

ROUTE: N/A

PROJECT: Pedestrian Bridge over Blue Branch Cr.

COUNTY: City of Grain Valley

JOB NO.: Pending

DESIGN FEE

Total Direct Salary Costs

\$32,199.00

Direct Non-Payroll Costs

Materials & Supplies

80 sheets 11" X 17" @ \$0.25/sf

\$26.00

Reproduction

40 sheets 22" X 34" @ \$0.25/sf

\$52.00

Travel Expenses

6 trips @ 30 miles

\$105.00

Other (Specify)

\$0.00

Subtotal

\$183.00

Direct Non-Payroll Substructure Costs

\$3,770.00

Total Proposed Design Fee

\$36,152.00

Sub-Total Preliminary Bridge Design Man-Hours		0	9	23	58	4	24	25	24	167
Hourly Rates		\$233.00	\$181.00	\$147.00	\$147.00	\$131.00	\$97.00	\$112.00	\$71.00	
Sub-Total Preliminary Bridge Design Fee		\$0.00	\$1,629.00	\$3,381.00	\$8,526.00	\$524.00	\$2,328.00	\$2,800.00	\$1,704.00	\$20,892.00
2.0 Final Design										
2.1 Utility Coordination										
2.2 Bridge Design										
2.2.1 End Bent Analysis										
2.2.2 Foundation Analysis										
2.2.3 Special Provisions										
2.2.4 Quantities/Bar Bill										
2.2.5 Bridge General Plan and Elevation Sheet										
2.2.6 Bridge General Notes, Total Quantities, Pile Data										
2.2.7 End Bent 1 Details (1 sheet)										
2.2.9 Bill of Reinforcing Steel										
2.2.10 Foundation As-Built Pile Sheet										
2.2.11 Boring Log Sheets										
2.2.12 QC Review of Design & Plan Sheets										
2.2.13 Address QA/QC Comments										
2.2.14 Address City Comments										
Sub-Total Final Design Man-Hours		0	2	37	2	0	31	0	0	72
Hourly Rates		\$233.00	\$181.00	\$147.00	\$147.00	\$131.00	\$97.00	\$112.00	\$71.00	
Sub-Total Final Design Fee		\$0.00	\$362.00	\$5,459.00	\$294.00	\$0.00	\$3,007.00	\$0.00	\$0.00	\$9,102.00
3.0 Preparation of Final Bridge Documentation										
3.1 Identify and Edit Special Provisions										
3.2 Prepare Final Bridge Estimate & Workday Study										
3.3 QC Review of JSPs										
3.4 Address QA/QC Comments										
3.5 Address City Comments										
Sub-Total Final Bridge Documentation Fee		0	0	7	0	0	0	0	0	7
Hourly Rates		\$233.00	\$181.00	\$147.00	\$147.00	\$131.00	\$97.00	\$112.00	\$71.00	
Sub-Total Final Bridge Documentation Man-Hours		\$0.00	\$0.00	\$1,029.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,029.00
4.0 Construction Support										
4.1 Pre-Bid Meeting										
4.2 Coordination during Construction										
Sub-Total Construction Support Man-Hours		0	0	8	0	0	0	0	0	8
Hourly Rates		\$233.00	\$181.00	\$147.00	\$147.00	\$131.00	\$97.00	\$112.00	\$71.00	
Sub-Total Final Bridge Documentation Man-Hours		\$0.00	\$0.00	\$1,176.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,176.00
Total Man-Hours										
Hourly Rates		\$233.00	\$181.00	\$147.00	\$147.00	\$131.00	\$97.00	\$112.00	\$71.00	
Total Fee		\$0.00	\$1,991.00	\$11,025.00	\$8,820.00	\$524.00	\$5,335.00	\$2,800.00	\$1,704.00	\$32,199.00

Subsurface Investigation Fee

<i>Geotech Direct Costs</i>		Rate	Cost
Mobilization	1 LS @	\$500.00	\$500.00
Drilling/Sampling, 0'-20'	20 feet @	\$13.00	\$260.00
Drilling/Sampling, 20'-50'	20 feet @	\$15.00	\$300.00
Rock Coring, per foot	5 feet @	\$50.00	\$250.00
Rock Core Setup, per hole	1 hole @	\$150.00	\$150.00
Moisture Content	10 Units @	\$10.00	\$100.00
Visual Classification	10 Units @	\$6.00	\$60.00
Atterburg Limits	1 LS @	\$90.00	\$90.00
Secretarial	1 LS @	\$60.00	\$60.00
Report, Lump Sum	1 LS @	\$2,000.00	\$2,000.00

SUBTOTAL DIRECT COSTS **\$3,770.00**

Fee Proposal

City of Grain Valley Pedestrian Bridge

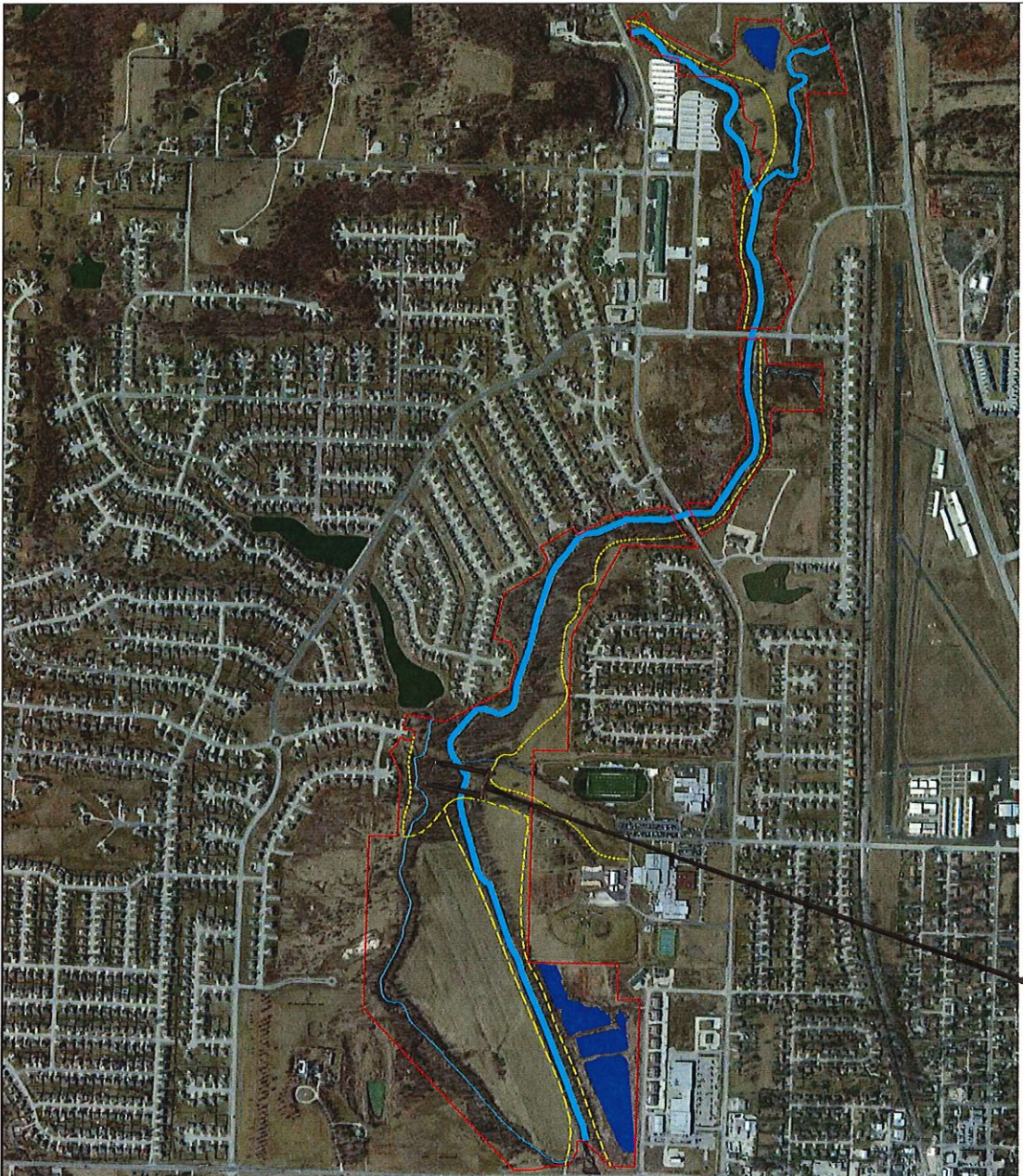
City of Grain Valley, MO

Assumptions


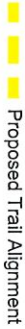


- 1) Scour Analysis is not needed
- 2) Prefabricated Bridge Superstructure will be used
- 3) Remove old Abutments and design/detail new
- 4) No approach pavement or trail design to the bridge
- 5) One geotech boring required
- 6) No Post Construction Meetings or onsite visits

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PEDESTRIAN BRIDGE SITE LOCATION



LEGEND


-  Ponds
-  Proposed Trail Alignment
-  Property Boundary
-  Streams



Site Location
 T49N-R30W-S32, 34 & 35
 T48N-R30W-S2 & 3
 Grain Valley, Jackson County, Missouri
 178.00 ACRES
 Lat. N39.004491
 Long. W94.204693



DATE	09/22/13
DESIGNED BY	SWH/ST
CHECKED BY	CHG
DRAWN BY	JJA
DATE PLOTTED	XXX
SCALE	XXX
PROJECT	PROPOSED TRAIL ALIGNMENT
CLIENT	BLUE BRANCH MITIGATION PARCEL & TRAIL SYSTEM
OWNER	HABITAT MISSOURI, LLC



Terra Technologies
 1920 W. 143rd St., Ste. 140
 Leawood, Kansas 66224
 Tel 913.385.9560 Fax 913.385.5295

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

MEETING DATE	08/12/2019	
BILL NUMBER	R19-36	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMAN OF THE CITY OF GRAIN VALLEY, MISSOURI, ADOPTING A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR SWORN POLICE OFFICERS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the 2019-2021 Officer Labor Agreement	
BACKGROUND	The negotiations between the City of Grain Valley and the FOP have been ongoing. The parties have reached an agreement after negotiations that will be effective until June 30, 2021, which would provide a mutual auto-renew for one year terms after that if not terminated by a 60-day written notice.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, City of Grain Valley Officers Agreement Ratified by FOP

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

August 12, 2019

RESOLUTION NUMBER
R19-36

A RESOLUTION BY THE BOARD OF ALDERMAN OF THE CITY OF GRAIN VALLEY, MISSOURI, ADOPTING A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR SWORN POLICE OFFICERS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, The City of Grain Valley (“City”) has identified and recognizes a labor bargaining unit within the Police Department composed of sworn Police Officers below the rank of sergeant; and

WHEREAS, The City recognizes the Fraternal Order of Police West Central Missouri Regional, Lodge #50 (“FOP”) as the exclusive bargaining representative for the bargaining unit identified herein; and

WHEREAS, the City recognizes a need for a labor agreement covering working conditions, pay and benefits, and the rights of management and labor; and

WHEREAS, the City and FOP have negotiated in good faith to reach a labor agreement for the bargaining unit that is intended to be effective through June 30, 2021, with mutual option for one year renewals; and

WHEREAS, the bargaining unit has duly ratified the attached agreement; and

WHEREAS, the City desires to execute the agreement and bind the City thereto.

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

SECTION 1: The Board of Aldermen hereby approves the 2019 – 2021 Labor Agreement – Police Officers, between the City of Grain Valley, Missouri and Fraternal Order of Police West Central Missouri Regional, Lodge #50, and authorizes the City Administrator to execute the agreement, attached hereto as **Exhibit A**, on behalf of the City.

SECTION 2. The City Clerk is authorized to correct any scrivener’s errors herein.

SECTION 3. That this Resolution shall be in full force and effect immediately upon and after its passage and approval.

PASSED and APPROVED, via voice vote, (-) this ____ Day of _____, 2019.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

CITY OF Grain Valley, MISSOURI

AND

**FRATERNAL ORDER OF POLICE
WEST CENTRAL MISSOURI REGIONAL**

LODGE # 50



2019 -2021

LABOR AGREEMENT

POLICE OFFICERS

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Grain Valley, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with any of the City's Human Resource Manual, or with any General Orders of the City's Police Department (hereinafter, the "Department,"), the provisions of this Agreement shall be controlling. The parties recognize that the City's Human Resource Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of the City's Personnel Policies, and the Department's policies and procedures do not conflict with the provisions of this Agreement, the policies and procedures shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Units

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn Police Officers below the rank of Sergeant.

Section 2.02 Added Classification

In the event any new sworn job classification is added to the Department with a rank below that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status,

political affiliation, political activity consistent with federal and state law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Right

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Lodge as provided herein;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Business

On January 1st of each year, the Lodge shall designate 2 employees of the rank of police officer to serve as official Lodge representatives for that calendar year. The Lodge will endeavor to designate one representative from each 24-hour period.

Section 4.02 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their orientation process, be given a presentation from the Lodge. During the presentation, the representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to finish its presentation, not to exceed thirty (30) minutes.

Section 4.04 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the department break room. The bulletin board will be for the exclusive use of the Lodge and bargaining unit employees. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management or a Lodge officer, with discussion between the parties.

Section 4.05 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to

potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.06 Dues Deduction

The City will continue to allow for direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or other Lodge affiliated accounts.

Section 4.07 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon request, provide to the Lodge information, statistics, and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 500 pages of information that is not available in electronic format, and/or will require more than four hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than \$120.00.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release

of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 No Binding Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) clear and applied consistently; (2) existing for a substantial period of time; and (3) mutually recognized and agreed to. Upon the establishment of a past practice it must be reduced to writing and signed by both parties, or it will not be considered valid or binding. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date this Agreement is executed.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining units.

Article VII. Specialized Duty Assignments

Section 7.01 Full---Time Specialized Assignments

Full-Time specialized duty assignments shall include, School Resource Officer, Detectives, and Jackson County Drug Task Force Officers.

Section 7.02 Part---Time Specialized Assignments

Part-time assignments shall include Field Training Officers.

Section 7.03 Vacancy Posting

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail and the Department will also post a copy of the notice on appropriate bulletin boards. The posting shall:

- a) Identify the vacant or new position by name and the rank of the position;
- b) Identify the date on which the applications for the position must be received and to whom the applications should be delivered; and
- c) Provide the entry qualifications for the position.

Section 7.04 Bid for Vacancy

Bargaining unit employees shall submit their bid for the vacant position to the Chief for his or her designee within the time prescribed in the bid posting. Once the deadline has passed, the Chief or his or her designee shall review the bids and determine if any or all applicants meet the entry qualifications and shall review whether an applicant is disqualified from the position. An applicant will be disqualified when:

- (a) The applicant has been disciplined for excessive absenteeism in the prior twelve (12) month period; or,
- (b) The applicant has received any formal discipline in the prior twelve (12) month period.

The twelve (12) month period set out in subparagraphs (a) and (b) above shall run from the date of the job posting, but any employee who triggers either disqualifier between the date of bid posting and the date a position is awarded shall also be deemed disqualified. Applicants who are disqualified shall no longer be considered for the position.

All vacancy positions shall be subject to an oral board panel consisting of 1 division representative, 1 division Sergeant, and 1 designee of the Chief's choosing. Each bargaining unit member shall receive a copy of their testing scores and/or oral board ratings at the conclusion of the test or interview. The Lodge shall receive the complete list of candidate scores upon conclusion of the vacancy bidding process. Employees shall be paid for all time spent participating in the selection process.

Section 7.05 Input and Selection

The Chief, or his or her designee, shall solicit and give due consideration to written input from the Sergeants, Captains, and any other appropriate stakeholder regarding the most qualified applicant for each assignment, and shall then select the most qualified bidder to fill each assignment. Where overall qualifications are substantially equal, seniority shall be used as the tiebreaker to determine which bidder will be selected. When a candidate

is passed over for position as provided herein, the Chief, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over to aid the candidate in future promotional opportunities.

Section 7.06 Outside Candidates

This Chief may open jobs to internal and external candidates at the same time, when he or she deems it appropriate to do so. The City will maintain a preference for internal candidates over external candidates, so long as the internal candidate meets the City's requirements for the job and is considered reasonably likely to succeed in the position.

Section 7.07 Multiple Positions

Personnel who hold part-time specialized assignments may bid for and hold multiple part-time specialized duty assignments, so long as no conflict exists among the positions held.

Section 7.08 Exempt Positions

The Jackson County Drug Task Force (JCDF) position shall be exempt from the requirements of this Article, at the discretion of the Police Chief.

Article VIII. Hours of Work

Section 8.01 Hours

The normal shift duration is eight (8), ten (10), or twelve (12) hours, depending upon the assignment.

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol, will complete a seniority based bidding process each January, wherein:

- (a) The bidding process will begin in November of each year, with employees submitting their first and second choices for shift assignments to their direct supervisor on or before November 10th.
- (b) Direct supervisors will forward the requests with recommendations to the Chief or his designee for review.

- (c) The Chief or his designees will announce the shift assignments, in writing, no later than December 10th.
- (d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Police Chief or his or her designee.
- (e) New shift assignments will become effective beginning on the first pay period of January.
- (f) Preferences will be granted by seniority, except that any employee who did not get any of his or her first listed choices during the first shift bid shall have preference over the other bidders for the next bid. Among those having preference in the subsequent bid, positions shall be awarded by seniority.

Section 8.03 Part-Time Specialized Assignments

Employees serving as FTOs may bid for work hours; however, the Department may depart from the requirements of Section 8.02 if necessary to adequately spread FTOs throughout the shifts.

Section 8.04 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift through their chain of command. Employees may also submit written requests to permanently trade shifts with another employee, for the remainder of that bid, so long as both employees are in agreement to the trade. Transfers and trades shall be subject to the approval of the Chief or his or her designee.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably possible.

Section 8.05 Temporary Duty Trade

Employees assigned to the same position shall be eligible to temporarily trade shifts between themselves, for their own convenience, subject to approval from the Chief. All such trades shall be purely voluntary between the employees involved, and each employee shall be paid as if he or she had worked his or her original schedule.

Article IX. Promotions

Section 9.01 Sergeant Promotions

When the Chief determines there is a need to fill one or more Sergeant positions, he or she shall distribute a notice of the opening(s) via email at least thirty (30) days before the position is to be filled. The email shall specify the number of positions to be filled, and the commencement date for the promotional process.

- (a) Promotional candidates shall participate in an assessment process conducted by the International Association of Chiefs of Police (IACP) or other similar organization, to be selected by the Chief.
- (b) Final results of the promotional process shall be provided to the Chief, and the Chief will select the candidate(s) to be promoted from among the top three candidates.
- (c) In determining which candidate to promote, the Chief shall consider each applicant's position on the list, leadership traits, teamwork, education, experience, professionalism, work ethic and overall job performance.
- (d) The promotional list shall remain active for two (2) years following the initial promotion date of the first applicant promoted off the list. Maintenance of any candidate's position on the list is contingent upon the candidate remaining free from formal discipline and maintaining his or her job performance.
- (e) When a candidate is passed over for promotion as provided herein, the Chief, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over to aid the candidate in future promotional opportunities.
- (f) Employees shall be paid for all time spent participating in the promotional process.

Article X. Wages

Section 10.01 Initial Wage Adjustments

Effective January 1, 2019, each of the personnel in the bargaining unit shall receive pay adjustments to the rates set out below. A check for retroactive pay shall be issued within

three weeks after this Agreement is ratified by the bargaining unit and approved by the Board of Aldermen.

Name	Job Title	Hourly Rate
Shawn Vaughn	Detective	\$27.10
Jennifer McClure	Detective	\$21.68
Robert Ball	Police Officer	\$25.57
Jason Werges	Police Officer	\$25.57
Kyle Sole	Police Officer	\$20.45
Corene Crawl-Hutchens	Police Officer	\$20.45
Daniel Cummings	Police Officer	\$20.45
Matthew Arends	Police Officer	\$20.45
Nathan Holt	Police Officer	\$20.45
Cameron Skinner	Police Officer	\$20.45
Andrew Taylor	Police Officer	\$20.45
Kevin Bellmyer	Police Officer	\$20.45
Michael Staat	Police Officer	\$20.45
Jeremy Logan	Reserve Police Officer	\$20.45
Daniel Iiams	School Resource Officer	\$25.57
Shawndra Hayes-Dunnell	School Resource Officer	\$20.45
Steven Thompson	School Resource Officer	\$20.61

Section 10.02 Annual Wage Re-Opener

Commencing on or about September 15, 2020, and September 15, 2021, the parties shall initiate contract negotiations to determine wage adjustments for the then-upcoming calendar year.

Article XI. Overtime and Compensatory Time

Section 11.01 Two---Week Work Period / OT

Overtime shall be compensated for employees working twelve hour shifts at time and one half (1.5) for any hours worked over the eighty (80) hours during a two week pay period.

Section 11.02 Hours Worked Eligibility

Paid leave shall count as hours worked when determining overtime eligibility.

Section 11.03 Overtime Calculation

For the purpose of calculating overtime, applicable shift differential and all other additional pay (except uniform pay, telephone stipend and tuition reimbursement) will be included in the calculation of the employee's regular rate, for the purpose of determining the employee's effective hourly rate of pay for overtime purposes.

Section 11.06 No Duplicative Payment

There shall be no duplicative payment of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

Section 11.07 Overtime Assignment

Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

Section 11.08 Duty-Related Phone Calls

Employees who receive a phone call, for the benefit of the Department, from any Department supervisor (Sergeant, Captain, or Chief), or their designee, while off-duty, which call lasts longer than three minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Article XII. Health and Welfare

Section 12.01 Insurance Provided

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate. Both family and individual coverage options shall be available. The City will pay a portion of the premium cost for employees and their dependents to the same extent as it does for other City employees, which percentage may change from time to time at the City's discretion.

Section 12.02 Life Insurance

The City will maintain life insurance coverage in the amount equal to those benefits provided to non-represented employees.

Section 12.04 Vaccinations

The City will provide appropriate vaccinations for Hepatitis A and B vaccinations at no charge to the employee.

Article XIII. Retirement Benefits

Section 13.01 LAGERS

The City will continue LAGERS on the same terms as those benefits that are provided to non-represented employees of the City.

Section 13.02 Deferred Compensation Plans

The City will provide employees covered under this Agreement with access to the same Deferred Compensation Plan(s) as are offered to all non-represented city employees.

Article XIV. Holidays

Section 14.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, or any other holiday provided to non-represented City employees.

Section 14.02 Holiday / Regularly Scheduled Off

All employees shall receive eight (8) hours of holiday pay for each observed holiday.

Section 14.05 Holiday / Overtime

Employees who work on a holiday shall be paid time-and-a-half for all hours worked, in addition to their holiday pay.

ARTICLE XV. VACATION AND SICK LEAVE

Section 15.10 Vacation Accrual and Accumulation

Employees shall accrue and accumulate vacation in accordance with the following based on their years of service:

Years of Continuous	Hours Accrued	Hours Accrued	Maximum
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Service	per Month	Annually	Accumulation
0-5 Years	8 hours	96 hours	192 hours
6-10 Years	10 hours	120 hours	240 hours
11-15 Years	12 hours	144 hours	288 hours
16 or more years	14 hours	168 hours	336 hours

Section 15.02 Sick Leave Accrual

Full time employees shall accrue sick leave at a rate of eight (8) hours per month with a total of 96 hours per year. Employees will begin accruing sick time as of their first day of the succeeding month following their date of hire. Employees may accrue a maximum of nine hundred and sixty hours (960) hours of sick time and any time above the maximum shall be forfeited.

Section 15.03 Vacation/Sick Leave Use and Scheduling

Employees shall schedule vacation and sick leave in accordance with Department policy. All leave requests shall be subject to department approval based on staffing needs and department procedures.

Section 15.04 Vacation Payout at Separation

All accrued and unused vacation shall be paid out at the time of separation of employment regardless of the reason.

Section 15.05 Sick Leave Payout at Resignation or Retirement

Upon resignation or retirement, employees hired prior to July 1, 2015 shall receive the following percentage payout for accumulated and unused sick leave:

Years of Continuous Service	Payout Percentage
0-5 Years	0%
6-10 Years	10%
11-20 Years	25%
21+ Years	50%

Article XVI. Other Leave

Section 16.01 Eligible Leave Time

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

Section 16.02 Activity While On Leave

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity, including performing work for other employers, that is not inconsistent with the reasons for the Leave or with the provisions of Section 25.04 of this Agreement.

Article XVII. Seniority

Section 17.01 Seniority Definition

“Seniority” shall mean length of continuous employment as a commissioned officer with the Department.

Section 17.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, and date of initial hire within the Department.

Section 17.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;

(e) No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,

Section 17.04 Rehire

Employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin accruing additional seniority time starting from the date of re-employment and will return to their rate of pay at the time of their departure. Employees who are rehired after more than one (1) year from their date of separation shall start as a new employee in terms of seniority and pay.

Article XVIII. Probation

Section 18.01 Probation

New employees shall be hired on a probationary basis. Probation shall run from date of hire for a period of one (1) year. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Article XIX. Reductions in Force

Section 19.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 19.02 Reduction in Position

In the event the City determines, in connection with a layoff, that it is necessary to reduce the number of employees in any job classification, the junior employees within those classifications shall have the opportunity to bump into lower positions, with a corresponding reduction in pay. Upon recall, employees who have bumped down will be bumped up to their previous rank without testing or other promotional process.

Section 19.03 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee

who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XX. Discipline

Section 20.01 Discipline Purpose

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part “self-discipline.” It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07 of this Article.

Section 20.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee’s overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

- (a) Documented Verbal Counseling
- (b) Written Reprimand.
- (c) Suspension.
- (d) Discharge.

Section 20.03 Copies Of Disciplinary Records

Employees and the Lodge shall be given copies of any notations or disciplinary records that are to be placed in their files, and employees shall have the right to examine their

disciplinary and personnel records in both the Human Resources Department and the Police Department. Employees shall not remove or alter any document contained in their file.

Section 20.04 Copying Disciplinary Records

Employees may make copies of items in their personnel file, with prior notice to the Police Chief or his or her designee. Pre-hire psychological profiles and polygraph examination results shall be excluded from coverage under this Section.

Section 20.05 Length of Time to Remain Active

Disciplinary actions shall remain active, and may be considered in determining the appropriate level of progressive discipline, for the following periods: verbal warnings, one (1) year; written reprimand, (2) two years. Suspensions shall remain active for at least five (5) years, and may remain active thereafter depending on the severity of the offense. Inactive discipline shall remain in the employee's file, and may be considered when determining whether the employee had knowledge of rules and expectations, and when determining whether mitigation of any disciplinary consequence would be appropriate, but shall not be considered when establishing the appropriate level of progressive discipline.

Section 20.06 Lodge Representation

Employees shall be entitled to Lodge representation, upon request, during any interview the employee reasonably believes will result in discipline or during any meeting in which the employee will receive disciplinary action. Employees shall not be entitled to representation during informal counseling sessions. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives, who is not involved in the matter at hand, who has no supervisory authority over the employee, and who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 20.08 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of

discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, counsel shall be responsible for maintaining witness confidentiality.

Article XXI. Internal Investigations

Section 21.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

- (a) Notify the bargaining unit member, in writing, prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.
- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.
- (c) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.

Section 21.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall suspend any internal investigation and refer the matter for criminal investigation. During the pendency of any criminal investigation, management may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Section 21.03 Outcome of Investigation

Once an investigation is complete, management shall inform the employee and the Lodge of the outcome of the investigation.

Article XXII. Grievance Procedure

Section 22.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 22.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 22.03 Waiver of Additional Process, When

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 22.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 22.05 Step One

Grievances at the first step shall be filed with Chief. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Chief shall countersign and date the grievance when it is submitted. Within fourteen (14) calendar days after receiving a grievance, the Chief shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 22.06 Step Two

If the matter is not satisfactorily resolved a Step One, the Lodge or the aggrieved employee may appeal the grievance to the City Administrator or his or her designee. Any appeal to Step Two must be submitted within fourteen (14) calendar days after the Police Chief issues his or her decision, or within fourteen (14) calendar days after the grievance was appealed to Step One, if the Police Chief fails to issue a timely decision. The written Step Two appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 22.07 May File At Step Two, When

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 22.08 Lodge Shall Represent

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not directly participate in the grievance process.

Section 22.09 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

Article XXIII. Arbitration

Section 23.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the City Administrator within ten (10) calendar days after receiving the Step Two decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Two decision.

Section 23.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 23.03 Decision of the Arbitrator, Conditions

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.

- (b) In the resolution of disputes, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 23.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters which may arise out of the interpretation or application of this Agreement.

Section 23.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. This Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings.

Article XXV. General Provisions

Section 25.01 Uniforms and Equipment

- (a) The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).
- (b) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working

order. The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

(c) The City will bear the cost of cleaning and maintaining all Department provided uniforms and replacing Department-issued equipment when no longer serviceable.

(d) The City shall provide an allowance of up to \$200 per year to cover the replacement of employees' boots or outer vest carriers when they become worn out. To be eligible for reimbursement, boots and outer vest carriers must be selected from a Department approved vendor.

Section 25.02 Off-duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

Section 25.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment as his or her primary job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment with the City and does not interfere with the employee's ability to work as scheduled or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Chief, identifying the other employment for consideration and approval. Approval will be conditioned on the requesting employee having acceptable attendance and job

performance, and may be revoked at any time if the Police Chief determines the outside employment is interfering with the employee's attendance and/or job performance.

Section 25.05 Release of Personal Information

The City shall not release an employee's personal information, including name, date of birth, address, phone number or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 25.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Article XXVI. Training

Section 26.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. Time spent in such training over and above the employee's regular workday shall be considered overtime and compensated at the rate of one-and-one-half times the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

Section 26.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per diem shall be in the amounts specified by the United States General Services Administration.

Section 26.03 Travel Time

Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Hours

Employees covered under this Agreement, who are attending training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the

time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to paid time off.

Section 26.05 Training Day

Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending training during the day, will not be required to work the night before the training or the night shift on the day of the training. Employees shall only be paid for hours actually worked, but night shift employees who elect not to work the shifts before or after a training day may opt to use paid time off, if desired.

Article XXVII. Complete Agreement

Section 27.01 Complete Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXIV.

Section 27.02 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties and/or represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 27.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXVII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through June 30, 2021. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

So agreed this ___ day of August, 2019.

City of Grain Valley, MO

FOP Lodge No. 50

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

MEETING DATE	08/12/2019	
BILL NUMBER	R19-37	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMAN OF THE CITY OF GRAIN VALLEY, MISSOURI, ADOPTING A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR SWORN POLICE OFFICERS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ryan Hunt, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the 2019-2021 Sergeants Labor Agreement.	
BACKGROUND	The negotiations between the City of Grain Valley and the FOP have been ongoing. The parties have reached an agreement after negotiations that will be effective until June 30, 2021, which would provide a mutual auto-renew for one year terms after that if not terminated by a 60-day written notice.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, City of Grain Valley Sergeants Agreement Ratified by FOP

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

August 12, 2019

RESOLUTION NUMBER
R19-37

A RESOLUTION BY THE BOARD OF ALDERMAN OF THE CITY OF GRAIN VALLEY, MISSOURI, ADOPTING A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR SWORN POLICE SERGEANTS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, The City of Grain Valley (“City”) has identified and recognizes a labor bargaining unit within the Police Department composed of sworn Police Sergeants; and

WHEREAS, The City recognizes the Fraternal Order of Police West Central Missouri Regional, Lodge #50 (“FOP”) as the exclusive bargaining representative for the bargaining unit identified herein; and

WHEREAS, the City recognizes a need for a labor agreement covering working conditions, pay and benefits, and the rights of management and labor; and

WHEREAS, the City and FOP have negotiated in good faith to reach a labor agreement for the bargaining unit that is intended to be effective through June 30, 2021, with mutual option for one year renewals; and

WHEREAS, the bargaining unit has duly ratified the attached agreement; and

WHEREAS, the City desires to execute the agreement and bind the City thereto.

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

SECTION 1. The Board of Aldermen hereby approves the 2019 – 2021 Labor Agreement – Sergeants, between the City of Grain Valley, Missouri and Fraternal Order of Police West Central Missouri Regional, Lodge #50, and authorizes the City Administrator to execute the agreement, attached hereto as Exhibit A, on behalf of the City.

SECTION 2. The City Clerk is authorized to correct any scrivener’s errors herein.

SECTION 3. That this Resolution shall be in full force and effect immediately upon and after its passage and approval.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2019.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

CITY OF Grain Valley, MISSOURI

AND

**FRATERNAL ORDER OF POLICE
WEST CENTRAL MISSOURI REGIONAL**

LODGE # 50



2019 -2021

LABOR AGREEMENT

SERGEANTS

Article I. Preamble

Section 1.01 Parties

This agreement has been developed by the Fraternal Order of Police, West Central Missouri Regional Lodge #50, herein called the "Lodge," and the City of Grain Valley, Missouri, herein called the "City."

Section 1.02 Conflicts

In the event that any provision of this Agreement conflicts with any of the City's Human Resource Manual, or with any General Orders of the City's Police Department (hereinafter, the "Department,"), the provisions of this Agreement shall be controlling. The parties recognize that the City's Human Resource Manual, and the Department's General Orders and other written directives will address topics not covered in this Agreement, and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of the City's Personnel Policies, and the Department's policies and procedures do not conflict with the provisions of this Agreement, the policies and procedures shall be enforceable.

Article II. Recognition

Section 2.01 Bargaining Units

The City recognizes the Lodge as the exclusive bargaining representative for all full-time sworn sergeants.

Section 2.02 Added Classification

In the event any new sworn job classification is added to the Department with a rank equivalent to that of Sergeant, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political

affiliation, political activity consistent with federal and state law, or membership in any other category or classification that is protected by law.

Article III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

- (a) Determine the mission of the City and the Department;
- (b) Direct the working forces;
- (c) Hire, classify, assign, promote, and transfer employees;
- (d) Suspend, demote, discipline, and discharge employees for just cause;
- (e) Relieve employees from duty because of lack of work or other legitimate reasons;
- (f) Change existing methods, operations, facilities, equipment, and type or number of personnel;
- (g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Lodge as provided herein;
- (h) Assign work to bargaining unit and/or civilian support personnel;
- (i) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
- (j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities

The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law

Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

Article IV. Lodge Rights

Section 4.01 Lodge Business

On January 1st of each year, the Lodge shall designate 2 sergeants as official Lodge representatives for that calendar year. The Lodge will endeavor to designate one representative from each 24-hour period.

Section 4.02 Bulletin Boards

The City agrees to allow the Lodge to maintain a bulletin board in the department break room. The bulletin board will be for the exclusive use of the Lodge and bargaining unit employees. All items placed on the bulletin board shall be initialed and dated by an officer of the Lodge. Items without a date and initials, or that are incendiary, inappropriate, or disruptive items may be removed by Management or a Lodge officer, with discussion between the parties.

Section 4.03 Use of Internal Mail

The Lodge shall be permitted to use the City's email and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.04 Dues Deduction

The City will continue to allow for direct deposit authorizations received from bargaining unit members, including authorizations calling for withheld amounts to be transferred to the Lodge or other Lodge affiliated accounts.

Section 4.05 Confidentiality

Bargaining unit personnel shall have the right to consult with a Lodge representative of their same rank on a confidential basis regarding performance and disciplinary matters. Any Lodge representative, who has any supervisory responsibility over the person or issue involved, shall be excluded from serving as a Lodge representative in any way with regard to that particular issue. Further, the right of confidentiality under this paragraph shall be limited in that all employees of the Police Department shall be obligated to immediately report to senior management and to answer questions about any statement indicating that an employee clearly has committed, or has a current intention to commit, any crime.

Section 4.08 Release of Information

The City shall, upon request, provide to the Lodge information, statistics, and records reasonably relevant to the Lodge's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves medical data, the City may require the Lodge to present a signed release from each employee covered by the request.

Section 4.09 Request for Information Fee

In the event the City estimates that responding to a single information request will require the production of more than 500 pages of information that is not available in electronic format, and/or will require more than four hours of staff time to research or prepare, the City shall notify the Lodge of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at the lowest hourly pay and benefit rate of available qualified personnel, and copies shall be estimated and charged at 10 cents per page. In no event shall the Lodge be charged if the actual cost of research, duplication, and copies is less than \$120.00.

Section 4.10 Indemnification

The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

Article V. Past Practices

Section 5.01 No Binding Past Practices

A past practice is an agreement to handle a particular factual situation in a given manner. In order for a past practice to exist it must be: (1) clear and applied consistently; (2) existing for a substantial period of time; and (3) mutually recognized and agreed to. Upon the establishment of a past practice it must be reduced to writing and signed by both parties, or it will not be considered valid or binding. The parties mutually acknowledge that there do not exist any binding past practices between them as of the date this Agreement is executed.

Article VI. Job Descriptions

Section 6.01 Job Descriptions

The Department shall maintain job descriptions for all positions within the bargaining unit.

Article VII. Hours of Work

Section 7.01 Hours

The normal shift duration is twelve (12) hours.

Section 7.02 Shift Requests

Sergeants may submit shift requests to the Chief no later than October 1 of any calendar year, for the subsequent calendar year. The Chief will give due consideration to requests received, but shall retain the authority to assign shifts to Sergeants based on his or her assessment of the needs of the Department.

Section 7.03 Temporary Duty Trade

Employees assigned to the same position shall be eligible to temporarily trade shifts between themselves, for their own convenience, subject to approval from the Chief. All such trades shall be purely voluntary between the employees involved, and each employee shall be paid as if he or she had worked his or her original schedule.

Article VIII. Supervisory Duties

Section 7.01 Sergeants Supervisory Duties

The parties mutually acknowledge that Sergeants are supervisory employees. As such, Sergeants are obligated to direct and maintain order and efficiency among subordinate personnel. Sergeants shall assist in the scheduling of personnel, and shall report any observed misconduct and/or performance problems. Sergeants shall recommend discipline when appropriate, and shall have the authority to suspend subordinate employees pending investigation on their own authority, when appropriate. Sergeants shall provide objective and accurate performance evaluations, and shall present final versions of performance evaluations to Officers, after review and approval from the chain of command. Sergeants shall also administer approved discipline when directed to do so.

Section 7.02 Retaliation Prohibited

Neither the City, the Lodge, nor any member of either FOP bargaining unit shall discriminate or retaliate against any Sergeant for the good faith performance of the above duties. Any Sergeant who is unable or unwilling to fulfill the above duties shall be subject to discharge or demotion to a non-supervisory position.

Article IX. Wages

Section 8.01 Initial Wage Adjustments

Effective January 1, 2019, each of the personnel in the bargaining unit shall receive pay adjustments to the rates set out below. A check for retroactive pay shall be issued within three weeks after this Agreement is ratified by the bargaining unit and approved by the Board of Aldermen.

Name	Job Title	Hourly Rate
Shannon Carr	Police Sergeant	\$25.82
Curtis Vander Linden	Police Sergeant	\$25.82
William Stratton	Police Sergeant	\$25.82
Jacob Wise	Police Sergeant/K9	\$25.82 (does not include K9 payments)

Section 10.02 Annual Wage Re-Opener

Commencing on or about September 15, 2020, and September 15, 2021, the parties shall initiate contract negotiations to determine wage adjustments for the then-upcoming calendar year.

Article XI. Overtime and Compensatory Time

Section 11.01 Two---Week Work Period / OT

Overtime shall be compensated for employees working twelve hour shifts at time and one half (1.5) for any hours worked over the eighty (80) hours during a two week pay period.

Section 11.02 Hours Worked Eligibility

Paid leave shall count as hours worked when determining overtime eligibility.

Section 11.03 Overtime Calculation

For the purpose of calculating overtime, applicable shift differential and all other additional pay (except uniform pay, telephone stipend and tuition reimbursement) will be included in the calculation of the employee's regular rate, for the purpose of determining the employee's effective hourly rate of pay for overtime purposes.

Section 11.06 No Duplicative Payment

There shall be no duplicative payment of overtime for the same hours worked. "Overtime" as used herein does not include other types of premium pay such as holiday pay.

Section 11.07 Overtime Assignment

Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

Section 11.08 Duty-Related Phone Calls

Employees who receive a phone call, for the benefit of the Department, from any Department supervisor (Sergeant, Captain, or Chief), or their designee, while off-duty, which call lasts longer than three minutes, and which concerns a job-related issue, shall be compensated at the overtime rate for the actual time spent on the call. Employees may be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Article XII. Health and Welfare

Section 12.01 Insurance Provided

The City shall provide health, vision, and dental insurance plans for those employees who elect to participate. Both family and individual coverage options shall be available. The City will pay a portion of the premium cost for employees and their dependents to the same extent as it does for other City employees, which percentage may change from time to time at the City's discretion.

Section 12.02 Life Insurance

The City will maintain life insurance coverage in the amount equal to those benefits provided to non-represented employees.

Section 12.04 Vaccinations

The City will provide appropriate vaccinations for Hepatitis A and B vaccinations at no charge to the employee.

Article XIII. Retirement Benefits

Section 13.01 LAGERS

The City will continue LAGERS on the same terms as those benefits that are provided to non-represented employees of the City.

Section 13.02 Deferred Compensation Plans

The City will provide employees covered under this Agreement with access to the same Deferred Compensation Plan(s) as are offered to all non-represented city employees.

Article XIV. Holidays

Section 14.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, or any other holiday provided to non-represented City employees.

Section 14.02 Holiday / Regularly Scheduled Off

All employees shall receive eight (8) hours of holiday pay for each observed holiday.

Section 14.05 Holiday / Overtime

Employees who work on a holiday shall be paid time-and-a-half for all hours worked, in addition to their holiday pay.

ARTICLE XV. VACATION AND SICK LEAVE

Section 15.10 Vacation Accrual and Accumulation

Employees shall accrue and accumulate vacation in accordance with the following based on their years of service:

Years of Continuous Service	Hours Accrued per Month	Hours Accrued Annually	Maximum Accumulation
0-5 Years	8 hours	96 hours	192 hours
6-10 Years	10 hours	120 hours	240 hours
11-15 Years	12 hours	144 hours	288 hours
16 or more years	14 hours	168 hours	336 hours

Section 15.02 Sick Leave Accrual

Full time employees shall accrue sick leave at a rate of eight (8) hours per month with a total of 96 hours per year. Employees will begin accruing sick time as of their first day of the succeeding month following their date of hire. Employees may accrue a maximum of nine hundred and sixty hours (960) hours of sick time and any time above the maximum shall be forfeited.

Section 15.03 Vacation/Sick Leave Use and Scheduling

Employees shall schedule vacation and sick leave in accordance with Department policy. All leave requests shall be subject to department approval based on staffing needs and department procedures.

Section 15.04 Vacation Payout at Separation

All accrued and unused vacation shall be paid out at the time of separation of employment regardless of the reason.

Section 15.05 Sick Leave Payout at Resignation or Retirement

Upon resignation or retirement, employees hired prior to July 1, 2015 shall receive the following percentage payout for accumulated and unused sick leave:

Years of Continuous Service	Payout Percentage
0-5 Years	0%
6-10 Years	10%
11-20 Years	25%
21+ Years	50%

Article XVI. Other Leave

Section 16.01 Eligible Leave Time

All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

Section 16.02 Activity While On Leave

Employees on leave shall not engage in activities that are inconsistent with the reason for the leave. Employees shall have the right to engage in any activity, including performing work for other employers, that is not inconsistent with the reasons for the Leave or with the provisions of Section 25.04 of this Agreement.

Article XVII. Seniority

Section 17.01 Seniority Definition

“Seniority” for sergeants shall be based upon cumulative time spent as a sergeant. Ties in seniority will be broken by total time spent with the City Police Department.

Section 17.02 Roster to Be Provided

The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, their date of promotion and their date of initial hire within the Department.

Section 17.03 Loss of Seniority

Seniority shall be lost and the employment relationship terminated upon the occurrence of any of the following events:

- (a) Voluntary quit or retirement;
- (b) Discharge for just cause;
- (c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expires;
- (d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
- (e) No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,

Section 17.04 Rehire

Employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin accruing additional seniority time starting from the date of re-employment and will return to their rate of pay at the time of their departure. Employees who are rehired after more than one (1) year from their date of separation shall start as a new employee in terms of seniority and pay.

Article XVIII. Probation

Section 18.01 Probation

New employees shall be hired on a probationary basis. Probation shall run from date of hire for a period of one (1) year. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Article XIX. Reductions in Force

Section 19.01 Lay Off

In the event the City determines it is necessary to reduce the size of the workforce, employees shall be laid off in the order of inverse seniority, provided the remaining employees are capable of performing the available work.

Section 19.02 Reduction in Position

In the event the City determines, in connection with a layoff, that it is necessary to reduce the number of employees in any job classification, the junior employees within those classifications shall have the opportunity to bump into lower positions, with a corresponding reduction in pay. Upon recall, employees who have bumped down will be bumped up to their previous rank without testing or other promotional process.

Section 19.03 Recall List

Employees who are laid off shall be placed on a recall list for up to eighteen (18) months. Employees shall be recalled in seniority order. Employees shall be required to notify the City whether they will accept recall within seventy-two (72) hours after receiving a recall notice, and shall have a maximum of fourteen (14) days to report for duty. Any employee who declines recall, or who does not report for duty within the specified time period shall be removed from the recall list.

Article XX. Discipline

Section 20.01 Discipline Purpose

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part "self-discipline." It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07 of this Article.

Section 20.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee's overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

- (a) Documented Verbal Counseling
- (b) Written Reprimand.
- (c) Suspension.
- (d) Discharge.

Section 20.03 Copies Of Disciplinary Records

Employees and the Lodge shall be given copies of any notations or disciplinary records that are to be placed in their files, and employees shall have the right to examine their disciplinary and personnel records in both the Human Resources Department and the Police Department. Employees shall not remove or alter any document contained in their file.

Section 20.04 Copying Disciplinary Records

Employees may make copies of items in their personnel file, with prior notice to the Police Chief or his or her designee. Pre-hire psychological profiles and polygraph examination results shall be excluded from coverage under this Section.

Section 20.05 Length of Time to Remain Active

Disciplinary actions shall remain active, and may be considered in determining the appropriate level of progressive discipline, for the following periods: verbal warnings, one (1) year; written reprimand, (2) two years. Suspensions shall remain active for at least five (5) years, and may remain active thereafter depending on the severity of the offense. Inactive discipline shall remain in the employee's file, and may be considered when determining whether the employee had knowledge of rules and expectations, and when determining whether mitigation of any disciplinary consequence would be appropriate, but shall not be considered when establishing the appropriate level of progressive discipline.

Section 20.06 Lodge Representation

Employees shall be entitled to Lodge representation, upon request, during any interview the employee reasonably believes will result in discipline or during any meeting in which the employee will receive disciplinary action. Employees shall not be entitled to representation during informal counseling sessions. If the employee requests such representation, the meeting shall not proceed until a Lodge representative is present. The employee must select a representative from the official list of Lodge representatives, who is not involved in the matter at hand, who has no supervisory authority over the employee, and who is available to attend the meeting within a reasonable period of time, which will typically mean that the representative must be selected from among on-duty employees. Stewards or other Lodge representatives present at investigatory or disciplinary meetings shall be permitted to ask questions, bring issues to management's attention, and to confer privately with the employee upon request, so long as the Lodge representative's conduct does not unduly disrupt or interfere with the conduct of the meeting.

Section 20.08 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, counsel shall be responsible for maintaining witness confidentiality.

Article XXI. Internal Investigations

Section 21.01 Administrative Investigations

Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

- (a) Notify the bargaining unit member, in writing, prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations

against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.

- (b) Offer the employee the opportunity to speak with a Lodge representative prior to the interview and have him or her present during any interview of the employee, in accordance with this Agreement.
- (c) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
- (d) Provide a Garrity warning to all employees who are ordered to provide statements.
- (e) Complete the investigation within a reasonable period of time.

Section 21.02 Criminal Investigations

If, during the course of any investigation, it becomes apparent that the employee's alleged conduct may amount to criminal activity, the Department shall suspend any internal investigation and refer the matter for criminal investigation. During the pendency of any criminal investigation, management may elect either to place the employee on administrative leave, with pay, or it may elect to take appropriate disciplinary action based on the information gathered prior to the criminal investigation referral.

Section 21.03 Outcome of Investigation

Once an investigation is complete, management shall inform the employee and the Lodge of the outcome of the investigation.

Article XXII. Grievance Procedure

Section 22.01 Filing Grievances

A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this Agreement and/or any City or Departmental personnel policy/work rule (excluding operational directives that do not address terms or conditions of employment). The Lodge, the City, or the Department shall be the only parties permitted to file grievances. The City or Department shall not accept or process grievances filed by individual bargaining unit members. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate

potential grievances and file grievances as required by the standards of its duty of fair representation.

Section 22.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 22.03 Waiver of Additional Process, When

In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 22.04 Filed Within 15 Days

All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 22.05 Step One

Grievances at the first step shall be filed with Chief. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Chief shall countersign and date the grievance when it is submitted. Within fourteen (14) calendar days after receiving a grievance, the Chief shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 22.06 Step Two

If the matter is not satisfactorily resolved a Step One, the Lodge or the aggrieved employee may appeal the grievance to the City Administrator or his or her designee. Any appeal to Step Two must be submitted within fourteen (14) calendar days after the Police Chief issues his or her decision, or within fourteen (14) calendar days after the grievance was appealed to Step One, if the Police Chief fails to issue a timely decision. The written Step Two appeal must contain a concise statement of the facts giving rise to the grievance, the

applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 22.07 May File At Step Two, When

In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 22.08 Lodge Shall Represent

The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process. Legal counsel shall not directly participate in the grievance process.

Section 22.09 Time Limits

The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

Article XXIII. Arbitration

Section 23.01 Appeal to Arbitration

If a grievance regarding the application or interpretation of this Labor Agreement is not satisfactorily resolved at Step Two, the Lodge may appeal the grievance to binding arbitration by delivering a Notice of Intent to Arbitrate to the City Administrator within ten (10) calendar days after receiving the Step Two decision, or within fourteen (14) calendar days if the City Administrator or his or her designee fails to issue a Step Two decision.

Section 23.02 Selection of the Arbitrator

Within fourteen (14) calendar days after the Notice of Intent to Arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. Each party may reject a maximum of one list received from FMCS per grievance, and the party rejecting any list shall be responsible for obtaining a replacement list from FMCS. The parties shall alternately strike one name from the list, with the party seeking arbitration striking first. The last name remaining on the FMCS list shall be appointed to serve as the Arbitrator empowered to resolve the matter. The party requesting arbitration shall notify the selected arbitrator of his or her selection within seven (7) days after the date of selection, requesting dates within the next three months on which the arbitrator could be available to hold a hearing on the matter. Within

seven days after receiving available hearing dates from the Arbitrator, the parties shall jointly select an agreeable hearing date.

Section 23.03 Decision of the Arbitrator, Conditions

The decision of the Arbitrator shall be subject to the following conditions:

- (a) The Arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the Arbitrator to act effectively.
- (b) In the resolution of disputes, the Arbitrator shall give no weight or consideration to any matter except the language of the Agreement and policies at issue, applicable law, and the evidence presented by the parties.
- (c) The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish or change any wage rates.
- (d) The Arbitrator's authority shall be limited to resolving the particular grievance pending before him or her.

Section 23.04 Final and Binding

The decision of the Arbitrator shall be final and binding on all parties as to all matters which may arise out of the interpretation or application of this Agreement.

Section 23.05 Costs Shared Equally

The costs of the Arbitrator shall be shared equally by the City and the Lodge. Each party shall otherwise bear its own costs.

Article XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings

There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. This Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Lodge shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings.

Article XXV. General Provisions

Section 25.01 Uniforms and Equipment

- (a) The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP).
- (b) Employees shall not be required to respond to any hazardous situation without the proper clothing and equipment, all properly maintained and in good working order. The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.
- (c) The City will bear the cost of cleaning and maintaining all Department provided uniforms and replacing Department-issued equipment when no longer serviceable.
- (d) The City shall provide an allowance of up to \$200 per year to cover the replacement of employees' boots or outer vest carriers when they become worn out. To be eligible for reimbursement, boots and outer vest carriers must be selected from a Department approved vendor.

Section 25.02 Off-duty Actions

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to call to duty twenty-four (24) hours per day. Any appropriate, lawful action, consistent with City and Departmental policy, taken by a commissioned officer on his or her time off, which could have been taken by an officer on duty, if present or available, shall be considered police action, and bargaining unit members shall have all the rights, obligations, and benefits concerning such action as if they were on active duty.

Section 25.03 Policies to Be Available

The City will make all policies that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.04 Outside Employment

The City employs a full-time police force. Every employee covered under this agreement should consider City employment as his or her primary job. Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment with the City and does not interfere with the employee's ability to work as scheduled or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Chief, identifying the other employment for consideration and approval. Approval will be conditioned on the requesting employee having acceptable attendance and job performance, and may be revoked at any time if the Police Chief determines the outside employment is interfering with the employee's attendance and/or job performance.

Section 25.05 Release of Personal Information

The City shall not release an employee's personal information, including name, date of birth, address, phone number or other identifiable information to a third party (not including the Lodge) for any reason except with the employee's written consent, when required for the performance of the employee's duties (e.g. to arrange for training), or as required by law.

Section 25.06 Uncompensated Work Prohibited

Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Article XXVI. Training

Section 26.01 Pay for Training

Training approved by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the provisions set forth in this Agreement. Time spent in such training over and above the employee's regular workday shall be considered overtime and compensated at the rate of one-and-one-half times the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

Section 26.02 Meal Reimbursement

The City shall provide each employee covered by this Agreement with a per diem for each meal when the employee is attending training which requires an overnight stay. The per

diem shall be in the amounts specified by the United States General Services Administration.

Section 26.03 Travel Time

Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Hours

Employees covered under this Agreement, who are attending training, shall not be required to return to work if there are four or fewer hours remaining in their shift at the time the training ends. Employees shall only be paid for hours actually worked, but employees who elect not to return to work may opt to paid time off.

Section 26.05 Training Day

Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending training during the day, will not be required to work the night before the training or the night shift on the day of the training. Employees shall only be paid for hours actually worked, but night shift employees who elect not to work the shifts before or after a training day may opt to use paid time off, if desired.

Article XXVII. Complete Agreement

Section 27.01 Complete Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXIV.

Section 27.02 Entire Agreement

This Agreement constitutes the entire Agreement between the parties hereto, and supersedes and replaces any and all obligations and/or agreements, whether written or oral, express or implied, between or concerning the parties and/or represented employees of the City. No amendment, modification, or addition to this Agreement shall be effective unless it is reduced to writing and signed by both parties.

Section 27.03 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Article XXVII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through June 30, 2021. At least 60 days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

So agreed this ___ day of August, 2019.

City of Grain Valley, MO

FOP Lodge No. 50

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Ordinances

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

MEETING DATE	07/22/2019, 8/12/2019	
BILL NUMBER	B19-19	
AGENDA TITLE	AN ORDINANCE AMENDING SECTION 500.075 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO THE REQUIREMENT THAT CERTAIN TRADES HOLD A VALID MASTER TRADE CERTIFICATION	
REQUESTING DEPARTMENT	Community Development Department	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To update the Municipal Code to reflect state statute	
BACKGROUND	Recently passed legislation prohibits political subdivisions from requiring the holder of a statewide licensure to pass any examination or special requirements to obtain a local business or occupational license.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

**REFERENCE DOCUMENTS
ATTACHED**

Ordinance and Redline Version of Ordinance

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B19-19

ORDINANCE NO.
SECOND READING
FIRST READING

July 22, 2019

**AN ORDINANCE AMENDING SECTION 500.075 OF THE CODE OF ORDINANCES
OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO THE
REQUIREMENT THAT CERTAIN TRADES HOLD A VALID MASTER TRADE
CERTIFICATION**

WHEREAS, Chapter 500, Code of Ordinances, City of Grain Valley, Missouri (“City”) identifies the trades which are required to hold certain licensures;

WHEREAS, by passage of Senate Bill 862, Section 324.925, RSMo has been updated to modify provisions relating to electrical contractors;

WHEREAS, the Board of Aldermen of the City has determined it to be in the best interest of the citizens of the City to amend Section 500.075 to reflect the recent changes to Section 324.925, RSMo.;

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

SECTION 1: Chapter 500, Buildings and Building Regulations, Section 500.075 of the City of Grain Valley, Missouri Municipal Code of Ordinance is amended to read as the following:

Section 500.075- Certain Trades to Have Licenses.

A. The provisions of this Section shall take precedence over any portions of the International Codes as adopted by the City of Grain Valley.

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

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

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

PLUMBING CONTRACTOR Any person, business, organization, partnership, corporation or sole proprietorship that engages in the business of contraction for

installation, alteration, repair, assembly, maintenance or service of plumbing systems and fixtures within the City of Grain Valley.

C. No electrical, mechanical or plumbing contractor, as defined herein, or other person, business, organization, partnership or corporation shall contract to perform or sublet any work to a person not licensed for such work under the provisions of the Section or perform building, electrical, mechanical or plumbing work, unless at least one (1) person who is licensed as set forth herein is an employee of the business, organization, partnership or corporation to do or doing the building.

D. To be properly licensed, a person must hold, at the time of contracting and at the time of the performance of the work, a valid Master trade license from the State of Missouri, City of Kansas City, Missouri; the City of Independence, Missouri; Johnson County, Kansas; a Thomson (formerly Block and Associates) Test Certificate; or ICC Contractor Examination Services Test Certificate or other nationally recognized equivalent with a minimum score of seventy-five percent (75%).

E. Licenses Are Not Transferable. The right of a person, business, organization, partnership or corporation to do business as a contractor as defined in Subsection (B) depends upon the retention of the person holding the Master certification or test certificate. The Director of Community Development or designee may request documentation to verify the person holding the certification is a current employee, member or officer of the business, organization, partnership or corporation.

F. No permit shall be issued for the performance of electrical, mechanical or plumbing work as defined in this Section unless said work will be performed in compliance with Subsection (C) and a valid license or test certificate as required in Subsection (D) is provided for the inspection at the time the permit is applied for or received.

G. Exceptions. The following persons shall not be required to comply with the above licensing requirements:

1. Craftsmen, employees or agents working for and under the supervision of a contractor licensed under this Article for any type of construction being undertaken.

2. Manufacturer's representatives working under the direct supervision of a licensed individual and/or sales representative installing low amperage fixtures that they have sold to the location where it is being installed.

3. Any person currently occupying and doing work regulated by this Section in an existing single-family dwelling used exclusively for living purposes, including the usual detached accessory building(s), providing such person certifies that he/she is occupying the existing dwelling and is the bona fide owner of such dwelling and accessory building(s) and that said owner shall personally purchase all material and perform all labor in connection therewith, providing that all such work shall be subject to permit, inspection and approval in accordance with the terms of this Article.

H. As a condition precedent to the issuance of an occupational license involving electrical, mechanical or plumbing work, the applicant shall furnish to the City of Grain Valley a certificate of insurance evidencing that the applicant has in force a policy of general liability insurance, including completed operations coverage during the term of the building permit. Such insurance policy shall be written with an insurance company listed to do business in the State of Missouri. All contractors shall maintain general liability coverage in an amount no less than five hundred thousand dollars (\$500,000.00) per occurrence for personal injuries and property damage. In addition, every such contractor shall procure and maintain Workers' Compensation insurance as required by law. Proof of insurance shall be provided at the time of licensure and shall have the City of Grain Valley added as a "certificate holder" to the insurance policy. The insurance policy shall require the insurance company to notify the City of Grain Valley in writing any change or cancellation of such policy at least ten (10) days prior thereto. In addition to the fore mentioned insurance requirements, any licensed contractor performing work in the City right-of-way as a condition of a building permit must meet the bonding requirements set forth in Section 505.080, Bond Prerequisite To Issuance.

1. The Director of Community Development or designee shall have the power to suspend or revoke any license granted under the terms and provisions of this Chapter whenever it shall be shown or whenever they have knowledge that a licensee is conducting said business or manufacturing in violation of any ordinance of the City.

2. Where action of suspension or revocation is to be taken pursuant to this Chapter, the licensee shall have fifteen (15) days' written notice of the Director of Community Development or designee's intention to suspend or revoke the license prior to such suspension or revocation. Such written notice shall be directed by certified or registered U.S. mail to the business address of the licensee on such licensee's application on file in the office of the City Clerk and shall specify the grounds upon which the license is sought to be suspended or revoked.

3. The licensee shall have full right to request a hearing and to be represented by counsel at such hearing, to produce witnesses in his/her behalf and any such hearing, as herein provided, shall be before the Construction Code Board of Appeals.

4. The Director of Community Development or designee may suspend any said license for a period not to exceed ninety (90) days.

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

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:

Lauber Municipal Law, City Attorney

Mike Todd, Mayor

ATTEST:

Jamie Logan, City Clerk

SECTION 1: Chapter 500, Buildings and Building Regulations, Section 500.075 of the City of Grain Valley, Missouri Municipal Code of Ordinance is amended to read as the following:

Section 500.075- Certain Trades to Have Licenses.

A. The provisions of this Section shall take precedence over any portions of the International Codes as adopted by the City of Grain Valley.

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

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

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

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

C. No electrical, mechanical or plumbing contractor, as defined herein, or other person, business, organization, partnership or corporation shall contract to perform or sublet any work to a person not licensed for such work under the provisions of the Section or perform building, electrical, mechanical or plumbing work, unless at least one (1) person who is licensed as set forth herein is an employee of the business, organization, partnership or corporation to do or doing the building.

D. To be properly licensed, a person must hold, at the time of contracting and at the time of the performance of the work, a valid Master trade certification license from the State of Missouri, City of Kansas City, Missouri; the City of Independence, Missouri; Johnson County, Kansas; a Thomson (formerly Block and Associates) Test Certificate; or ICC Contractor Examination Services Test Certificate or other nationally recognized equivalent with a minimum score of seventy-five percent (75%).

E. Licenses Are Not Transferable. The right of a person, business, organization, partnership or corporation to do business as a contractor as defined in Subsection (B) depends upon the retention of the person holding the Master certification or test certificate. The Director of Community Development or designee may request documentation to verify the person holding

the certification is a current employee, member or officer of the business, organization, partnership or corporation.

F. No permit shall be issued for the performance of electrical, mechanical or plumbing work as defined in this Section unless said work will be performed in compliance with Subsection (C) and a valid license or test certificate as required in Subsection (D) is provided for the inspection at the time the permit is applied for or received.

G. Exceptions. The following persons shall not be required to comply with the above licensing requirements:

1. Craftsmen, employees or agents working for and under the supervision of a contractor licensed under this Article for any type of construction being undertaken.

2. Manufacturer's representatives working under the direct supervision of a licensed individual and/or sales representative installing low amperage fixtures that they have sold to the location where it is being installed.

3. Any person currently occupying and doing work regulated by this Section in an existing single-family dwelling used exclusively for living purposes, including the usual detached accessory building(s), providing such person certifies that he/she is occupying the existing dwelling and is the bona fide owner of such dwelling and accessory building(s) and that said owner shall personally purchase all material and perform all labor in connection therewith, providing that all such work shall be subject to permit, inspection and approval in accordance with the terms of this Article.

H. As a condition precedent to the issuance of an occupational license involving electrical, mechanical or plumbing work, the applicant shall furnish to the City of Grain Valley a certificate of insurance evidencing that the applicant has in force a policy of general liability insurance, including completed operations coverage during the term of the building permit. Such insurance policy shall be written with an insurance company listed to do business in the State of Missouri. All contractors shall maintain general liability coverage in an amount no less than five hundred thousand dollars (\$500,000.00) per occurrence for personal injuries and property damage. In addition, every such contractor shall procure and maintain Workers' Compensation insurance as required by law. Proof of insurance shall be provided at the time of licensure and shall have the City of Grain Valley added as a "certificate holder" to the insurance policy. The insurance policy shall require the insurance company to notify the City of Grain Valley in writing any change or cancellation of such policy at least ten (10) days prior thereto. In addition to the fore mentioned insurance requirements, any licensed contractor performing work in the City right-of-way as a condition of a building permit must meet the bonding requirements set forth in Section 505.080, Bond Prerequisite To Issuance.

1. The Director of Community Development or designee shall have the power to suspend or revoke any license granted under the terms and provisions of this Chapter whenever it shall be

shown or whenever they have knowledge that a licensee is conducting said business or manufacturing in violation of any ordinance of the City.

2. Where action of suspension or revocation is to be taken pursuant to this Chapter, the licensee shall have fifteen (15) days' written notice of the Director of Community Development or designee's intention to suspend or revoke the license prior to such suspension or revocation. Such written notice shall be directed by certified or registered U.S. mail to the business address of the licensee on such licensee's application on file in the office of the City Clerk and shall specify the grounds upon which the license is sought to be suspended or revoked.

3. The licensee shall have full right to request a hearing and to be represented by counsel at such hearing, to produce witnesses in his/her behalf and any such hearing, as herein provided, shall be before the Construction Code Board of Appeals.

4. The Director of Community Development or designee may suspend any said license for a period not to exceed ninety (90) days.

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

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

MEETING DATE	07/22/2019, 08/12/2019	
BILL NUMBER	B19-20	
AGENDA TITLE	AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY ADOPTING ONE NEW TITLE REGULATING MEDICAL MARIJUANA WITHIN THE CITY LIMITS	
REQUESTING DEPARTMENT	Community Development Department	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To update the Municipal Code to reflect legalizing medical marijuana in Missouri by Constitutional Amendment	
BACKGROUND	In the November 2018 election, Missouri voters approved an amendment to the Missouri Constitution, Article XIV, Section 1, legalizing medical marijuana. This general ordinance will conform to the provisions of the State Constitution, as well as all regulations enacted, to legalize medical marijuana within city limits. There will be additional ordinances forthcoming pertaining to zoning regulations and traffic code.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	N/A	

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

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B19-20

ORDINANCE NO.
SECOND READING
FIRST READING

July 22, 2019

AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI, AMENDING THE CITY OF GRAIN VALLEY CODE OF ORDINANCES BY ADOPTING ONE NEW TITLE REGULATING MEDICAL MARIJUANA WITHIN THE CITY LIMITS.

WHEREAS, in the November 2018 election, Missouri voters approved an amendment to the Missouri Constitution, Article XIV, Section 1, legalizing medical marijuana; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, now desires to amend the City of Grain Valley Code of Ordinances in order to conform to the provisions of Article XIV, Section 1 of the Missouri Constitution, as well as all regulations enacted pursuant to Article XIV, Section 1.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, AS FOLLOWS:

SECTION 1: The City of Grain Valley Code of Ordinances is hereby amended to include one new title to read as follows:

MEDICAL MARIJUANA

Chapter 800 – General Provisions

Section 800.010 Definitions

The following words, terms and phrases, when used in this Title, shall have the meanings ascribed to them in this Section:

ADMINISTER means the direct application of marijuana to a qualifying patient by way of any of the following methods:

1. Ingestion of capsules, teas, oils, and other marijuana-infused products:
2. Vaporization or smoking of dried flowers, buds, plant material, extracts, or oils:
3. Application of ointments or balms:
4. Transdermal patches and suppositories;
5. Consuming marijuana-infused food products; or

6. Any other method recommended by a Qualifying Patient's physician.

CANOPY SPACE means a space measured from the outermost point of a mature flowering plant in a designated growing area and continuing around the outside of all mature flowering plants in that designated growing area but not including space allocated for walkways or ancillary equipment. This space may be spread over a single level or several levels.

CHURCH means a permanent building primarily and regularly used as a place of religious worship.

DAYCARE means a child-care facility, as defined by Section 210.201, RSMo., that is licensed by the state of Missouri.

DEPARTMENT means the Department of Health and Senior Services, or its successor agency.

DRIED, UNPROCESSED MARIJUANA OR ITS EQUIVALENT means the marijuana flower after it has been cured and trimmed or its equivalent amount of marijuana concentrate or THC. For purposes of purchase and possession limitations, one (1) ounce of dried, unprocessed marijuana is equivalent to eight (8) grams of medical marijuana concentrate or eight hundred (800) milligrams of THC in infused products.

ELEMENTARY OR SECONDARY SCHOOL means any public school as defined in Section 610.011, RSMo., or any private school giving instruction in a grade or grades not higher than the twelfth (12th) grade, including any property owned by the public or private school that is regularly used for extracurricular activities, but does not include any private school in which education is primarily conducted in private homes.

ENCLOSED, LOCKED FACILITY means:

1. An indoor stationary closet, room, garage, greenhouse, or other comparable fully enclosed space equipped with locks or other functioning security devices that permit access only to the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana; or
2. An outdoor stationary structure:
 - a. That is enclosed on all sides, except at the base, by chain-link fencing, wooden slats, or a similar material that is anchored, attached or affixed to the ground and that cannot be accessed from the top;
 - b. In which the plants are not visible to the unaided eye from an adjacent property when viewed by an individual at ground level or from a permanent structure at any level; and
 - c. That is equipped with locks or other security devices that restrict access to only the qualifying patient(s) or primary caregiver(s) who have informed the department that this is the space where they will cultivate marijuana.

ENTITY means a natural person, corporation, professional corporation, nonprofit corporation, cooperative corporation, unincorporated association, business trust, limited liability company, general or limited partnership, limited liability partnership, joint venture, or any other legal entity.

FLOWERING PLANT means a marijuana plant from the time it exhibits the first signs of sexual maturity through harvest.

HARVEST LOT means a specifically identified quantity of marijuana that is uniform in strain, cultivated utilizing the same growing practices, harvest within a seventy-two (72) hour period at the same location, and cured under uniform conditions.

IDENTIFICATION CARD means a document, whether in paper or electronic format, issued by the department that authorizes a qualifying patient, primary caregiver, or employee or contractor of a licensed facility to access medical marijuana as provided by law.

MARIJUANA or **MARIHUANA** means *Cannabis indica*, *Cannabis sativa*, and *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the plant and marijuana-infused products. "Marijuana" or "Marihuana" do not include industrial hemp containing a crop-wide average tetrahydrocannabinol concentration that does not exceed three-tenths of one percent on a dry weight basis, or commodities or products manufactured from industrial hemp.

MARIJUANA-INFUSED PRODUCTS means products that are infused with marijuana or an extract thereof and are intended for use or consumption other than by smoking, including, but not limited to, edible products, ointments, tinctures and concentrates.

MEDICAL MARIJUANA CULTIVATION FACILITY means a facility licensed by the department, to acquire, cultivate, process, store, transport, and sell marijuana to a medical marijuana dispensary facility, medical marijuana testing facility, or to a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA DISPENSARY FACILITY or DISPENSARY means a facility licensed by the department, to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana as provided for in this section to a qualifying patient, a primary caregiver, another medical marijuana dispensary facility, a medical marijuana testing facility, or a medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURING FACILITY means a facility licensed by the department, to acquire, store, manufacture, transport, and sell marijuana-infused products to a medical marijuana dispensary facility, a medical marijuana testing facility, or to another medical marijuana-infused products manufacturing facility.

MEDICAL MARIJUANA TESTING FACILITY means a facility certified by the department to acquire, test, certify, and transport marijuana.

MEDICAL MARIJUANA TRANSPORTATION FACILITY means a facility certified by the department to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility.

MEDICAL USE means the production, possession, delivery, distribution, transportation, or administration of marijuana or a marijuana-infused product, or drug paraphernalia used to administer marijuana or marijuana-infused product, for the benefit of a qualifying patient to mitigate symptoms or effects of the patient's qualifying medical condition.

PHYSICIAN means an individual who is licensed and in good standing to practice medicine or osteopathy under Missouri law.

1. A license is in good standing if it registered with the Missouri Board of Healing Arts as current, active, and not restricted in any way, such as by designation as temporary or limited.
2. Practice of medicine or osteopathy means practice by persons who hold a physician and surgeon license pursuant to Chapter 334 RSMo, including those who are admitted to practice in Missouri by reciprocity pursuant to 334.043, RSMo.

PRIMARY CAREGIVER means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver's application for identification card under this chapter or in other written notification to the department.

PUBLIC PLACE means any public or private property, or portion of public or private property, that is open to the general public, including, but not limited to, sidewalks, streets, bridges, parks, schools and businesses. However, for purposes of designating a non-public place within a public place, the owner or entity with control of any such property may, but is not required to, provide one or more enclosed, private spaces where one qualifying patient and, if required by the owner or entity with control of any such property, a representative of such owner or entity, may congregate for the qualifying patient to consume medical marijuana. The qualifying patient may be accompanied by the family of the qualifying patient, the qualifying patient's primary caregiver, and/or the qualifying patient's physician. The owner or entity with control of any such property may provide such a space by individual request or designate such space for ongoing use and may limit use of medical marijuana in that space to uses that do not produce smoke. Any such permission shall be given in writing and provided to the qualifying patient or publicly posted prior to a qualifying patient's use of medical marijuana in that space.

QUALIFYING MEDICAL CONDITION means the condition of, symptoms related to, or side-effects from the treatment of:

1. Cancer;
2. Epilepsy;
3. Glaucoma;
4. Intractable migraines unresponsive to other treatment;
5. A chronic medical condition that causes severe, persistent pain or persistent muscle spasms, including but not limited to those associated with multiple sclerosis, seizures, Parkinson's disease, and Tourette's syndrome;

6. Debilitating psychiatric disorders, including, but not limited to, posttraumatic stress disorder, if diagnosed by a state licensed psychiatrist;
7. Human immunodeficiency virus or acquired immune deficiency syndrome;
8. A chronic medical condition that is normally treated with a prescription medication that could lead to physical or psychological dependence, when a physician determines that medical use of marijuana could be effective in treating that condition and would serve as a safer alternative to the prescription medication;
9. Any terminal illness; or
10. In the professional judgment of a physician, any other chronic, debilitating or other medical condition, including, but not limited to, hepatitis C, amyotrophic lateral sclerosis, inflammatory bowel disease, Crohn's disease, Huntington's disease, autism, neuropathies, sickle cell anemia, agitation of Alzheimer's disease, cachexia, and wasting syndrome.

QUALIFYING PATIENT means a Missouri resident diagnosed with at least one (1) qualifying medical condition.

STATEWIDE TRACK AND TRACE SYSTEM means the system the department uses to track medical marijuana from either the seed or immature plant stage until the medical marijuana sold to a qualifying patient or primary caregiver to ensure that all medical marijuana sold in Missouri was cultivated or manufactured in Missouri, that all medical marijuana cultivated or manufactured in Missouri is sold only by dispensaries and only to individuals in possession of a valid qualifying patient or primary caregiver identification card, and that any given qualifying patient or primary caregiver is only purchasing the amount of medical marijuana he or she is approved to purchase at any given time.

Section 800.020 No additional licenses.

- A. Medical marijuana facilities shall be required to be properly licensed and/or certified by the Missouri Department of Health and Senior Services as required by 19 CSR 30-95. Each medical marijuana facility in operation shall obtain a separate license, but multiple licenses may be utilized in a single location. All licenses shall be displayed at all times within twenty (20) feet of the main entrance to the medical marijuana facility.
- B. Furthermore, all medical marijuana facilities shall be required to have a city business license as required in Chapter 605 of the City of Grain Valley Code of Ordinances but shall not be required to have any other city issued license.

Section 800.030 Facilities operation, policies and procedures, generally.

- A. In addition to the requirements of 19 CSR 30-95, medical marijuana facilities shall also comply with the following:

- B. No medical marijuana facility shall be sited within seven hundred fifty (750) feet of any then-existing elementary or secondary school, daycare, or church.
1. In the case of a freestanding facility, the distance between the facility and the school, daycare or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.
 2. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closed in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility.
 3. Measurements shall be made along the shortest path between the demarcation points that can be lawfully traveled by foot.
- C. A medical marijuana facility shall not be located closer than five hundred (500) feet from another medical marijuana facility, except when the facilities share common ownership. Measurements between separate medical marijuana facilities shall be measured in a straight line between the primary entrances of each medical marijuana facility.
- D. All marijuana for medical use, including plants, flowers, and infused products, sold in Missouri shall be cultivated in a licensed cultivation facility located in Missouri. After December 31, 2020, marijuana for medical use shall be grown from seeds or plants obtained from a Missouri licensed cultivation or dispensary facility.
- E. Signage and advertising on facility premises must comply with the following:
1. A facility may not display marijuana, marijuana paraphernalia, or advertisements for these items in a way that is visible to the general public from a public right-of-way.
 2. Outdoor signage and, if visible to the public, interior signage must comply with the provisions of Section 400.300 of the City of Grain Valley Code of Ordinances for signs or advertising and:
 - a. May not display any text other than the facility's business name or trade name, address, phone number, and website; and
 - b. May not utilize images or visual representations of marijuana plants, products, or paraphernalia, including representations that indicate the presence of these items, such as smoke.

Section 800.040 Possession and transportation. No person shall possess and/or transport medical marijuana within the city limits, except:

- A. A qualifying patient for the qualifying patient's own personal use, in an amount no greater than the law allows, or
- B. A primary caregiver of a qualifying patient(s) but only when transporting medical marijuana to a qualifying patient or when accompanying a qualifying patient(s) or when holding for a qualifying patient while with the qualifying patient or at the primary caregiver's residence, or
- C. An owner or an employee of a medical marijuana facility within the enclosed building licensed as such, or when delivering directly to a qualifying patient's or primary caregiver's residence, or another medical marijuana facility, or to multiples of these locations. This provision shall only apply to transportation of medical marijuana while within the city limits and shall not apply to transportation outside the city limits or to and from locations outside the State of Missouri. This provision will not be construed to prohibit the growing of marijuana outdoors by a holder of a medical marijuana cultivation facility license or a qualifying patient or primary caregiver for personal use, so long as the requirements of the department are complied with.

Section 800.050 Transportation facilities.

- A. In addition to the requirements for cultivation facilities in Section 800.030 of this Title and 19 CSR 30-95.100, cultivation facilities shall also comply with the following:
 - 1. Transportation facilities shall transport all medical marijuana from an originating facility to a destination facility within twenty-four (24) hours.
 - 2. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any transportation facility at any time.

Section 800.060 Cultivation facilities.

- A. In addition to the requirements for cultivation facilities in Section 800.030 of this Title and 19 CSR 30-95.050, cultivation facilities shall also comply with the following:
- B. Cultivation facilities may cultivate medical marijuana in indoor, outdoor, or greenhouse facilities or some combination of the three (3):
 - 1. Each indoor facility utilizing artificial lighting will be limited to no more than thirty thousand (30,000) square feet of flowering plant canopy space.
 - 2. Each outdoor facility utilizing natural lighting will be limited to no more than two thousand eight hundred (2,800) flowering plants.
 - 3. Each greenhouse facility using a combination of natural and artificial lighting will be limited to, at the election of the licensee, either no more than two thousand eight

hundred (2,800) flowering plants or no more than thirty thousand (30,000) square feet of flowering plant canopy space.

4. If a cultivation facility is operating with multiple cultivation licenses in the same location, the size limitations of the cultivation facility will be multiplied by the number of licenses.
- C. Cultivation facilities, except those in rural, unincorporated agricultural areas, must develop, implement and maintain an odor control plan, which shall address odor mitigation practices including, but limited to, engineering controls.
- D. No cultivation facility shall emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a cultivation facility is located in a multiple-tenant building, the cultivation facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the cultivation facility is located.
- E. Cultivation facilities may only transport medical marijuana:
1. That the facility cultivated;
 2. To a dispensary, testing, or manufacturing facility;
 3. If the facility complies with the requirements of 19 CSR 30-95.100(2).
- F. Cultivation facilities shall not transfer medical marijuana from the facility, except to a testing facility, until the medical marijuana has been tested by a testing facility, according to the provisions of 19 CSR 30-95.070, and the cultivation facility has received verification from the testing facility that the medical marijuana has passed all required testing.
- G. Cultivation facilities shall store all medical marijuana:
1. At the approved location of the facility; or
 2. In offsite warehouses that comply with the security requirements of 19 CSR 30-95.040(4)(H), the location requirements of 19 CSR 30-95.040(4)(B), and that have been approved pursuant to 19 CSR 30-95.040(3)(C).

Section 800.070 Medical marijuana dispensary facilities.

- A. In addition to the requirements for dispensary facilities in Section 800.030 of this Title and 19 CSR 30-95.080, dispensary facilities shall also comply with the following:
1. Dispensary facilities shall not be open to the public or make any sales between the hours of 8:00 p.m. and 8:00 a.m.
 2. No marijuana, of any type, may be smoked, ingested, or otherwise consumed on the premises of any dispensary facility at any time, nor shall the licensee permit such consumption.

3. Dispensary facilities shall not sell medical marijuana until the medical marijuana has been tested by a testing facility, according to the provisions of 19 CSR 30-95.070, and has been verified as passing all required testing.
4. Dispensary facilities may only transport medical marijuana:
 - a. To qualifying patients, primary caregivers, testing, manufacturing and other dispensary facilities;
 - b. If the facility complies with the requirements of 19 CSR 30-95.100(2).
5. Dispensary facilities that sell ingestible medical marijuana-infused products shall comply with the applicable food safety standards set forth in 19 CSR 20-1.025.
6. Dispensary facilities shall store all medical marijuana:
 - a. At the approved location of the facility; or
 - b. In offsite warehouses that comply with the security requirements of 19 CSR 30-95.040(4)(H), the location requirements of 19 CSR 30-95.040(4)(B), and that have been approved pursuant to 19 CSR 30-95.040(3)(C).
7. Dispensary facilities shall only sell medical marijuana seeds acquired from licensed medical marijuana cultivation facilities.
8. Dispensary facilities shall not sell medical marijuana to a qualifying patient or primary caregiver in amounts greater than what that individual is currently authorized to purchase per the statewide track and trace system.
9. Dispensary facilities shall not sell medical marijuana seeds to a qualifying patient or primary caregiver who is not currently authorized to cultivate medical marijuana.
10. Dispensary facilities may not disburse medical marijuana as part of a promotional event.
11. Dispensary facilities shall require every customer to display the customer's identification card issued by the Missouri Department of Health and Senior Services or other proof of eligibility at the time of each purchase.
12. No person under the age of eighteen (18) years old shall be permitted into a dispensary facility, except that a qualifying patient who is under the age of eighteen (18) years but who has been emancipated by a court order and a qualifying patient,

under the age of eighteen (18) years when accompanied by the qualifying patient's parent or guardian.

13. No dispensary shall emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a dispensary is located in a multiple-tenant building, the dispensary shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the dispensary is located.
14. Each dispensary shall be operated from a permanent and fixed location. No dispensary shall be permitted to operate from a moveable, mobile, or transitory location. This subsection shall not prevent the physical delivery of medical marijuana to a qualifying patient or primary caregiver at a location off of the premises of the licensee's dispensary, to the extent so permitted by law.

Section 800.080 Medical marijuana-infused products manufacturing facilities.

- A. In addition to the requirements for manufacturing facilities in Section 800.030 of this Title and 19 CSR 30-95.060, manufacturing facilities shall also comply with the following:
 1. Facilities must develop, implement, and maintain an odor control plan, which shall address odor mitigation practices, including, but not limited to, engineering controls.
 2. Manufacturing facilities that produce ingestible medical marijuana-infused products shall comply with the applicable food safety standards set forth in 19 CSR 20-1.023, 1.040 and 1.050, as applicable. Such facilities are prohibited from producing frozen desserts, as defined by 19 CSR 20-1.030, or acidified foods, as defined by 19 CSR 20-1.042.
 3. Manufacturing facilities shall store all medical marijuana:
 - a. At the approved location of the facility; or
 - b. In offsite warehouses that comply with the security requirements of 19 CSR 30-95.040(4)(H), the location requirements of Section 800-030 of this Title, and that have been approved pursuant to 19 CSR 30-95.040(3)(C).
 4. Manufacturing facilities that use volatile solvents shall install air-handling systems and other controls designed to minimize the risks of explosions and fires. These controls should include systems to prevent ignition; plans for safe storage, use, and disposal of solvents; and policies for continuous staff monitoring of all processes involving volatile solvents.

5. No manufacturing facility shall emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a manufacturing facility is located in a multiple-tenant building, the manufacturing facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the dispensary is located.

Section 800.090 Medical marijuana testing facilities.

In addition to the requirements for testing facilities in Section 800.030 of this Title and 19 CSR 30-95.070, testing facilities shall also comply with the following:

1. No testing facility shall emit any odor of marijuana which is capable of being smelled by a person of ordinary senses outside of the boundary of the lot on which the facility is located. If a testing facility is located in a multiple-tenant building, the testing facility shall not emit any odor of marijuana which is capable of being detected by a person of ordinary senses outside of the tenant space in which the testing facility is located.

Section 800.100 Purchase and possession limitations.

- A. Qualifying patients may only purchase, or have purchased on their behalf by their primary caregiver(s), four (4) ounces of dried, unprocessed marijuana per qualifying patient, or its equivalent, in a thirty (30) day period.
- B. Qualifying patients may only possess, or instruct a primary caregiver to possess on their behalf:
 1. In the case of qualifying patients who do not cultivate or have medical marijuana cultivated on their behalf, up to a sixty (60) day supply of dried, unprocessed marijuana per qualifying patient, or its equivalent; or
 2. In the case of qualifying patients who are cultivating marijuana for medical use or whose primary caregivers are cultivating marijuana on their behalf, up to a ninety (90) day supply of dried, unprocessed marijuana or its equivalent, so long as the supply of medical marijuana cultivated by the qualifying patients or primary caregivers remains on property under their control.
- C. All medical marijuana purchased from a dispensary must be stored in or with its original packaging.
- D. Primary caregivers may possess a separate legal limit for each qualifying patient under their care and a separate legal limit for themselves if they are a qualifying patient, each of which shall be stored separately for each qualifying patient and labeled with the qualifying patient's name.

- E. Purchase and possession limits established in this section shall not apply to a qualifying patient with written certification from two (2) independent physicians that there are compelling reasons why the qualifying patient needs a greater amount than the limits established in this section:
1. In such a case, both independent physicians must state in their certifications what amount the qualifying patient requires, which shall then be that patient's limit.
 2. If the two (2) independent physicians disagree on what amount should be patient's limit, the lower of the two (2) amounts shall be that patient's limit.
 3. If the patient's limit is increased after receiving a qualifying patient identification card, the qualifying patient or primary caregiver shall notify the department in a department-approved format within ten (10) days of the change.

Section 800.110 Qualifying patient cultivation. All qualifying patient cultivation shall take place in an enclosed, locked facility, as defined in this Section 800.010 of this Title.

- A. One (1) qualifying patient may cultivate up to six (6) flowering marijuana plants, six (6) nonflowering marijuana plants (over fourteen (14) inches tall), and six (6) clones (plants under fourteen (14) inches tall) at any given time in a single, enclosed locked facility. No more than twelve (12) flowering marijuana plants, twelve (12) nonflowering plants, and twelve (12) clones may be cultivated in a single, enclosed locked facility, except when one (1) of the qualifying patients, as a primary caregiver, also holds a patient cultivation identification card for a third qualifying patient, in which case that primary caregiver may cultivate six (6) additional flowering marijuana plants, six (6) additional nonflowering marijuana plants, and six (6) additional clones for a total of eighteen (18) flowering plants, eighteen (18) nonflowering marijuana plants, and eighteen (18) clones in a single, enclosed locked facility.
- B. Under no circumstance will a qualifying patient be entitled to cultivate, or have cultivated on his or her behalf, more than six (6) flowering marijuana plants.
- C. Nothing in this section shall convey or establish a right to cultivate medical marijuana in a facility where state law or a private contract would otherwise prohibit doing so.
- D. All cultivated flowering marijuana plants in the possession of a qualifying patient or primary caregiver shall be clearly labeled with the qualifying patient's name.
- E. No qualifying patient or primary caregiver shall be permitted to use combustible gases or other dangerous materials to extract resins from marijuana.

Section 800.120 Residential cultivation. To the extent allowed by state law, marijuana for medicinal purposes may be cultivated in a residential structure, provided:

- A. The structure is the primary residence of a primary caregiver or qualifying patient and the marijuana is grown solely for the use of the qualifying patient who resides there or who is under the care of the primary caretaker.
- B. All residential medical marijuana cultivation by a qualifying patient or primary caregiver shall be done in such a way as to prevent odors of marijuana from being detected by a person of ordinary senses beyond the boundary of the lot upon which the medical marijuana plants are located. If a qualifying patient or primary caregiver cultivates medical marijuana in a multiple-tenant building, the qualifying patient or primary caregiver shall not permit odors of marijuana which are capable of being detected by a person of ordinary senses outside of the tenant space the qualifying patient or primary caregiver occupies.
- C. No manufacturing of marijuana-infused products shall occur in any residential structure.
- D. All residential cultivation must comply with the security and other requirements of state law and the rules of the department.
- E. The qualifying patient or primary caregiver has notified the city clerk, including providing proof of eligibility, on a form provide by the city clerk, so that law enforcement and code officials will be aware that the cultivation is lawfully taking place.

Section 800.130 Residential Consumption. Qualifying patients may consume medical marijuana in their private residence, or in the residence of another with permission, but may not dispense or smoke marijuana in such a manner that the marijuana smoke or odor, exits the residence. If marijuana smoke or odor is capable of being detected by a person of ordinary senses beyond the property line of single-family home or outside of the owned or leased premises of a duplex or multifamily unit there shall be a rebuttable presumption that this section has been violated. In a multifamily or similar dwelling, medical marijuana may not be dispensed or consumed in any common area.

Section 800.140 Disposal of medical marijuana.

- A. Any excess or unusable medical marijuana or medical marijuana byproduct of a cultivation, manufacturing, dispensary, testing, or transportation facility shall be disposed of pursuant to the requirements of 19 CSR 30-95.040(4).
- B. In any case where a qualifying patient is no longer entitled to medical marijuana under any provision of state law or is deceased, any excess medical marijuana or marijuana plants in the possession of the qualifying patient or the patient's primary caregiver or discovered by a third party shall be turned over to a licensed dispensary for disposal pursuant to the requirements of 19 CSR 30-95.030(9).

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

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is

declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 4. All existing ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

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 CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN STRATTON	_____
ALDERMAN TOTTON	_____	ALDERMAN WEST	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law, City Attorney

Mike Todd, Mayor

ATTEST:

Jamie Logan, City Clerk

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

MEETING DATE	08/12/2019	
BILL NUMBER	B19-21	
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2019 BUDGET TO ALLOCATE FUNDING FROM PARK RESERVES FOR DESIGN AND ENGINEERING SERVICE FOR THE BLUE BRANCH CREEK PEDESTRIAN BRIDGE	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	\$36,152.00
	Budget Line Item:	200-00-31000
	Balance Available	\$1,120,501.00
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To amend the 2019 budget for design and engineering services of the Blue Branch Creek Pedestrian Bridge.	
BACKGROUND	To provide a safe, pedestrian crossing over Blue Branch Creek is outlined in the City's Trails Master Plan. This bridge will provide pedestrian connectivity between the High School/Sni-A-Bar Elementary campus and the Sni-A-Bar Farms residential subdivisions.	
SPECIAL NOTES	The City was awarded \$119,210.00 in Transportation Alternative Program (TAP) funds for the construction and installation of the pedestrian bridge, which is programmed for 2020. This funding cannot be used for design/engineering services.	
ANALYSIS	N/A	

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

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B19-21

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2019 BUDGET TO ALLOCATE FUNDING FROM PARK RESERVES FOR DESIGN AND ENGINEERING SERVICES FOR THE BLUE BRANCH CREEK PEDESTRIAN BRIDGE

WHEREAS, the Board of Aldermen of the City of Grain Valley recognize the importance of providing safe and accessible trails and sidewalks for pedestrian travel; and

WHEREAS, the Board of Aldermen of the City of Grain Valley acknowledge the need for a ‘walkable’ community that promotes health and wellness and connects people to locations of interest; and

WHEREAS, the Blue Branch Creek trail project, which includes a pedestrian bridge is a key segment of trail in the City’s Trail Master Plan; and

WHEREAS, funds were not budgeted in the 2019 fiscal year for the design and engineering of the pedestrian bridge at Blue Branch Creek; and

WHEREAS, the 2019 budget needs to be amended to allocate funds for the design and engineering service fees for this project.

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

SECTION 1: The City Administrator is hereby authorized to amend the 2019 budget to allocate funding from the park reserves for design and engineering services for the pedestrian bridge at Blue Branch Creek.

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:

Lauber Municipal Law, City Attorney

Mike Todd, Mayor

ATTEST:

Jamie Logan, City Clerk

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

MEETING DATE	08/12/2019	
BILL NUMBER	B19-22	
AGENDA TITLE	AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS	
REQUESTING DEPARTMENT	Legal	
PRESENTER	Lauber Municipal Law	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To stay in compliance with the rules set forth by the Missouri Ethics Commission	
BACKGROUND	The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. This ordinance establishes a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.	
SPECIAL NOTES	The Missouri Ethics Commission requires the City pass an ordinance biennially.	
ANALYSIS	N/A	

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

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B19-22

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE OF THE CITY OF GRAIN VALLEY, MISSOURI, TO ESTABLISH A
PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND
SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS**

WHEREAS, The Missouri Ethics Commission has the statutory authority to ensure Financial Disclosure requirements are completed, which includes the re-adoption (biennially), of the method for disclosing potential conflicts of interest, and

WHEREAS, The elected officials of Grain Valley believe in the accountability to its citizens, and

WHEREAS, In furtherance of this commitment and the beliefs in the honesty and integrity of Grain Valley Elected Leaders and it's Employees.

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

Section 1. Declaration of Policy:

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interests:

a. All elected and appointed officials as well as employees of a political subdivision must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.

b. The Mayor or any member of the Board of Aldermen, who has a substantial personal or private interest, in any measure, bill, order or ordinance proposed or pending before such governing body, shall disclose on the records of the Board of Aldermen the nature of his/her interest and shall disqualify himself/herself from voting on any matters relating to this interest. Substantial personal or private interest is defined as ownership by the individual, his/her spouse, or his/her dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports:

Each elected official, the chief administrative officer, the chief purchasing officer and the general counsel (if employed full-time) shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer and the chief purchasing officer shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, for the previous calendar year the following information:
 1. The name and address of each of the employers of such person from whom income of \$1,000 or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he/she owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports:

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the (council/board) may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. The reports giving the financial information required in Section 3 shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 6. Filing of Ordinance:

The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

Section 7. Effective Date:

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

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 CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN STRATTON	_____
ALDERMAN TOTTON	_____	ALDERMAN WEST	_____

Mayor _____ (in the event of a tie only)

Approved as to form:

 Lauber Municipal Law
 City Attorney

 Mike Todd
 Mayor

ATTEST:

 Jamie Logan, City Clerk

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