

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

JANUARY 27, 2020

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

- Wayne Geiger with First Baptist Church of Grain Valley

ITEM IV: PLEDGE OF ALLEGIANCE

- Alderman Bass

ITEM V: APPROVAL OF AGENDA

- Interim City Administrator Ken Murphy

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

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

ITEM VIII: CONSENT AGENDA

- January 13, 2020 – Board of Aldermen Regular Meeting Minutes
- January 27, 2020 – Accounts Payable
- January 27, 2020 – Human Resources Destruction Certificate

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None



ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: ORDINANCES

ITEM XIII (A) An Ordinance Amending Title III: Traffic Code Section, Schedule IV: B20-02 Parking Prohibited of the City of Grain Valley Municipal Code

2ND READ

Prohibit Parking on the west side of Pamela Blvd and in front of the fire hydrants and mailboxes on the east side of Pamela Blvd

ITEM XIII (B) An Ordinance Repealing Ordinance No. 2486 Which Approved an Assignment and Assumption Agreement Among the City of Grain Valley, STAR Acquisitions, Inc., and ExchangeRight Real Estate, LLC and Approving an Assignment and Assumption Agreement Among the City of Grain Valley, STAR Acquisitions, Inc., and Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust Dated March 6, 2001, and Authorizing the Mayor to Execute the Contract

To allow for the change of ownership for the parcel and building

ITEM XIV: RESOLUTIONS

ITEM XIV (A) A Resolution by the Board of Aldermen of the City of Grain Valley R20-11 Authorizing the City Administrator to Enter an Agreement With Lamp Rynearson, Inc. for Design Services for the Dillingham Road Connector Trail

To provide pedestrian connectivity within Grain Valley

ITEM XIV (B) A Resolution by the Board of Aldermen of the City of Grain Valley, R20-12 Missouri Authorizing the City Administrator to Enter Into an Agreement With Musco Lighting to Provide Re-Lamp and Maintenance Services to Baseball Fields 1 and 2 at Monkey Mountain Park

To provide safe and appropriate lighting levels at our athletic fields during evening play



ITEM XIV (C) R20-13 A Resolution by the Board of Aldermen of the City of Grain Valley Missouri Authorizing the City Administrator to Purchase Twenty, 8-Foot Rectangular Picnic Tables From Fry and Associates, Inc.

To replace the existing picnic tables at the Pavilion in Armstrong Park

ITEM XV: CITY ATTORNEY REPORT

- City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

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

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 FEBRUARY 10, 2020 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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CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
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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 January 13, 2020 at 7:00 p.m. in the Council Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Todd

ITEM II: ROLL CALL

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

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Mike Cassidy with Faith United Methodist Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman West

ITEM V: APPROVAL OF AGENDA

- No Change

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

- None

ITEM VIII: CONSENT AGENDA

- December 9, 2019 – Board of Aldermen Regular Meeting Minutes
- January 13, 2020 – Accounts Payable
- *Alderman West made a Motion to Approve the Consent Agenda*
- *The Motion was Seconded by Alderman Totton*
 - No Discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*

ELECTED OFFICIALS PRESENT

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

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

Interim City Administrator Ken Murphy
 Interim Deputy City Administrator Theresa Osenbaugh
 Finance Director Steven Craig
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- *Abstain: None*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- Chief Jeff Grote from Central Jackson County Fire Protection District talked with the Board regarding the ballot issue on 2/4/2020
 - If the bond is passed, they plan to purchase 3 new fire trucks for 3 million dollars; 2020 price increases go into effect after February and they are the only issue on the ballot in February trying to take advantage of the price before the increase occurs; The second item the bond is for is there are several storm warning sirens and these are being operated on old technology and they plan to install 4 new sirens to help fill the gap in siren coverage; the new technology can be monitored from their site vs. going to each siren on test day to make sure they are working; Third item would be to purchase new personal protection gear to be up to date with the new standard as they have an aging fleet of gear; gear is expected to be good for 10 years; The last way the funds would be used, is they have a mismatch in their radios and the bond package could replace around half of their radio fleet which cost \$4,000-\$5,000 each
 - Alderman Totton asked how much Blue Springs is putting into it; Blue Springs will not put into it and neither will Grain Valley – there is no request from the cities
 - Alderman Stratton asked if the 4 new sirens would be in Grain Valley only; these are not in the Grain Valley city limits & are located in other areas that are lacking coverage
 - Alderman Headley asked about the monitoring of the new systems and if this would reduce the cost due to less manpower; Chief Grote said it is too early to tell if a big savings, but that is the thought
 - Alderman Cleaver asked if the repair & remodel existing facilities on the ballot is for the station in Grain Valley; Chief Grote said yes, the Grain Valley station

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needs updates on the inside and that down the road they want to look to see if a new facility should be built

- Jeff Myers, MSA, Client Services Manager Central Region with IMS Infrastructure Management Services, LLC presented
 - Mr. Myers explained surfaces are expensive to maintain; their program is designed to make these choices more affordable; they look for roads most expensive not to fix now; they gather this information by using GIS, collecting condition data, and then they analyze the data to come up with a 5 year plan; He shared examples of overlays vs. reconstruction as well as an example to show the cost of waiting and how their services would be used and how they give priority of one road over another
 - Alderman Headley asked if they pull all the data- where does that data get housed; IMS puts this data into a spreadsheet and doesn't require large amount of storage as pictures are not stored

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: ORDINANCES

Bill No. B20-01: An Ordinance Calling an Election in the City of Grain Valley, Missouri

- *Alderman Headley moved to make the first reading by title only of Bill No. B20-01*
- *The Motion was Seconded by Alderman Stratton*
 - *Sid Douglas with Gilmore & Bell and Jack Ryan with Baker Tilley are here to discuss; Mr. Douglas shared the parameters from the constitution for no obligation bonds and how the limit for the bond was determined*
 - *Alderman West asked if we are at our bonding capacity; Mr. Douglas explained as it is paid down and the assessed value should increase each year, there will be additional capacity; she feels this is discouraging to her to tie up funds for this amount of time- 20 years; Finance Director Craig shared there are other funding mechanisms that could be used such as revenue bonds; Alderman West would like the layout of what debt the City currently has; Mr. Craig said he could provide the debt service schedule and they were conservative with their numbers when doing their projections*
 - *Alderman Bass requested what the annual growth in the City has been; Mr. Ryan from Baker Tilley shared they only projected a conservative 2% growth rate in the*

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City which is assessed every odd numbered year

- *Alderman Headley asked what happens if only part of the question passes, does that halt the project; the ballot language was written to connect the two questions; both questions would need to be approved to make the new facility operational*
- *Alderman Bass asked if the valuation of a city has ever gone down; Mr. Douglas said this is very rare; Mr. Murphy shared even during 2008 and 2009, we still had new construction in the city*
- *Alderman Headley asked Mayor how much the tax levy has lowered over the years and if it is still able to fund this project; yes*
- *Alderman West asked if the I-70 project has been paid for; No, the TIF funding pays for this*
- *Motion to make the first reading of Bill No. B20-01 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: West*
 - *Abstain: None*

-Motion Approved: 5-1-

Bill No. B20-01 was read by City Attorney Jeffrey Deane

Bill No. B20-01: An Ordinance Calling an Election in the City of Grain Valley, Missouri

- *Alderman Headley moved to accept the first reading of Bill No. B20-01 bringing it back for a second reading by title only*
- *The Motion was Seconded by Alderman Cleaver*
- *The motion was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: West*
 - *Abstain: None*

-Bill No. B20-01 Approved for a Second Reading: 5-1

Bill No. B20-01: An Ordinance Calling an Election in the City of Grain Valley, Missouri

Bill No. B20-01 was read by City Attorney Jeffrey Deane

- *Alderman Headley moved to accept the second reading of Bill No. B20-01 making it*

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 Alderman Jayci Stratton
 Alderman Nancy Totton
 Alderman Yolanda West

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ordinance #2491

- *The Motion was Seconded by Alderman Cleaver*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton*
 - *Nay: West*
 - *Abstain:*

-Bill No. B20-01 BECAME ORDINANCE #2491: 5-1-

Bill No. B20-02: An Ordinance Amending Title III: Traffic Code Section, Schedule IV: Parking Prohibited of the City of Grain Valley Municipal Code

- *Alderman Headley moved to make the first reading by title only of Bill No. B20-02*
- *The Motion was Seconded by Alderman Totton*
 - *This was brought to the attention of the Board by citizens due to travel difficulties along Pamela Blvd.; They are proposing to limit parking in this area to make it less of a safety concern for traffic in this area*
- *Motion to make the first reading of Bill No. B20-02 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Motion Approved: 6-0-

Bill No. B20-02 was read by City Attorney Jeffrey Deane

Bill No. B20-02: An Ordinance Amending Title III: Traffic Code Section, Schedule IV: Parking Prohibited of the City of Grain Valley Municipal Code

- *Alderman Headley moved to accept the first reading of Bill No. B20-02 bringing it back for a second reading by title only at the next meeting*
- *The Motion was Seconded by Alderman Totton*
- *The motion was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Shea Bass
Alderman Tom Cleaver
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Alderman Jayci Stratton
Alderman Nancy Totton
Alderman Yolanda West

ELECTED OFFICIALS ABSENT

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- *Abstain: None*

-Bill No. B20-02 Approved for a Second Reading: 6-0-

ITEM XIV: RESOLUTIONS

Resolution No. R20-01: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Interim City Administrator to Sign an Agreement with Dude Solutions, Inc. for Asset Management Software and Training

- *Alderman Headley motioned to approve Resolution No. R20-01*
- *The Motion was Seconded by Alderman Bass*
 - *This is the asset management software used in Public Works and support for this version of the system is going away; hoping to go paperless and use digital work orders; have liked the product, but need to go to the new version*
- *Resolution No. R20-01 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-01 Approved: 6-0-

Resolution No. R20-02: A Resolution Authorizing the Interim City Administrator to Enter Into an Agreement With the Mid-America Regional Council (MARC) Solid Waste Management District as Related to Grain Valley’s Participation in the 2020 Regional Household Hazardous Waste Collection Program

Mayor Todd read **Resolution No. R20-02** by title only

- *Alderman Headley moved to accept Resolution No. R20-02*
- *The Motion was Seconded by Alderman Totton*
 - *This is the household hazardous waste program the City has been a participant of for many years; many pop up events throughout the year; this is a renewal of the agreement; Blue Springs has cut theirs for this year due to budget and the citizens are unhappy with that; Alderman Stratton asked if paid by person that goes to the facilities and the city is charged based on the population of each city*

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 Alderman Nancy Totton
 Alderman Yolanda West

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- *Resolution No. R20-02 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-02 Approved: 6-0-

Resolution No. R20-03: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Purchase Water Meters for the 2020 Meter Replacement Program

Mayor Todd read **Resolution No. R20-03** by title only

- *Alderman Headley moved to accept Resolution No. R20-03*
- *The Motion was Seconded by Alderman Stratton*
 - *The water meter replacement program was started seven or more years ago and a certain number are replaced each year; if they aren't replaced in time, they will not read properly and ends up costing the city; the oldest meters in the fleet are replaced first*
- *Resolution No. R20-03 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-03 Approved: 6-0-

Resolution No. R20-04: A Resolution Authorizing the Interim City Administrator to Enter Into a Three-Year Enterprise Agreement With ESRI for Geographic Information System (GIS) Software and Support

Mayor Todd read **Resolution No. R20-04** by title only

- *Alderman Headley moved to accept Resolution No. R20-04*
- *The Motion was Seconded by Alderman Totton*
 - *GIS system is supported by ESRI that provides these services; This would be upgrading services with ESRI to provide enterprise version with more users and tools available; goal is to have a portal for citizens to find out this type of*

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- *Resolution No. R20-04 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-04 Approved: 6-0-

Resolution No. R20-05: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Interim City Administrator to Sign an Agreement With Infrastructure Management Services (IMS) LLC to Provide a Comprehensive Pavement Condition Assessment

Mayor Todd read **Resolution No. R20-05** by title only

- *Alderman Headley moved to accept Resolution No. R20-05*
- *The Motion was Seconded by Alderman Totton*
 - *This relates to the presentation earlier tonight; Road were something from the citizen’s survey that was important to the residents of Grain Valley; This would provide a 5-year plan for roadwork*
- *Resolution No. R20-05 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-05 Approved: 6-0-

Resolution No. R20-06: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Mayor to Sign an Agreement to Enter Into a Renewal With Ray County Sheriff’s Office to Provide Detention Services

Mayor Todd read **Resolution No. R20-06** by title only

- *Alderman Headley moved to accept Resolution No. R20-06*
- *The Motion was Seconded by Alderman Cleaver*
 - *Renewal of agreement for detention services*
 - *Alderman Cleaver asked if we go to Ray County to transport prisoners; yes*
 - *Alderman Bass asked how many are transported per month; 24-hour holds go to Blue Springs; The number varies by month to go to Ray county; Chief stated a lot*

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

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STAFF OFFICIALS PRESENT
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of times Blue Springs is full

- *Ray county was used years ago and when they discontinued so we used Johnson County; when the new sheriff came on, all contracts were removed; Chief reached back out to Ray county again and they are accepting prisoners again and Ray county will transport to us*
- *Alderman Totton asked if we'd have a holding facility if a new complex; Chief shared we would not*
- *With Johnson county the City had to transport prisoners to and from prison and to the hospital if prisoners got sick*
- *Alderman Bass asked if Ray county has transport fees; Chief Beale said no transport fees*
- *Alderman Bass asked if Ray county was municipally owned; Chief confirmed municipally owned*
- *Resolution No. R20-06 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-06 Approved: 6-0-

Resolution No. R20-07: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Interim City Administrator to Sign an agreement With Ron's Auto & Truck Towing Service to Extend for Year 2020 and Until Expiration on January 23, 2021

Mayor Todd read **Resolution No. R20-07** by title only

- *Alderman Headley moved to accept Resolution No. R20-07*
- *The Motion was Seconded by Alderman Stratton*
 - *Agreement to extend the agreement with Ron's Auto and Truck Towing Services; this is the last extension available; next year they will go out to bid for this*
 - *Alderman Cleaver asked if happy with the services; yes*
 - *Alderman Bass asked if this is for city vehicles and wrecked vehicles; if a car stop or police vehicles break down we use Ron's Tow*
 - *Alderman Totton asked who pays for the tow; Chief stated the Police Department if it is a police car*
 - *Alderman Stratton asked if this goes out to bid; Mr. Murphy says this goes out to bid next year*

ELECTED OFFICIALS PRESENT

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- *Resolution No. R20-07 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-07 Approved: 6-0-

Resolution No. R20-08: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Approving a Contract With the Grain Valley Assistance Council to Provide Funding for the Home Delivered Meals Program

Mayor Todd read **Resolution No. R20-08** by title only

- *Alderman Headley moved to accept Resolution No. R20-08*
- *The Motion was Seconded by Alderman Totton*
 - *City has participated in this program a number of years*
 - *Alderman Cleaver asked how many meals are provided; Alderman West and Ms. Osenbaugh attend monthly meetings with the Assistance Counsel & there are around 10-15 people serviced a month Monday to Friday*
- *Resolution No. R20-08 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-08 Approved: 6-0-

Resolution No. R20-09: A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Approving the Second (2nd) of Three (3) Annual Payments to the Grain Valley Partnership per the Three (3) Year Cooperative Agreement Between the City and the Grain Valley Partnership, Formally Known as the Grain Valley Economic Development Corporation

Mayor Todd read **Resolution No. R20-09** by title only

- *Alderman Headley moved to accept Resolution No. R20-09*
- *The Motion was Seconded by Alderman Cleaver*
 - *Agreement was previously approved for a 3-year period*
 - *Ms. Osenbaugh shared she's been working with Tasha Lindsey and the*

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partnership should provide an annual report to the Board of Aldermen each Fall per the contract, but their fiscal year is spring; Ms. Lindsey will return in April or May to provide a report

- *Resolution No. R20-09 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-09 Approved: 6-0-

Resolution No. R20-10: A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the Interim City Administrator to Sign an Agreement with OATS, Inc for Transportation Services

Mayor Todd read **Resolution No. R20-10** by title only

- *Alderman Headley moved to accept Resolution No. R20-10*
- *The Motion was Seconded by Alderman Stratton*
 - *Provides transportation for seniors and persons with disabilities; citizens call OATS directly; only pay when there are rides scheduled; they are trying to grow program, and this is the annual renewal*
 - *Alderman Totton asked why only Grain Valley and Blue Springs; Mr. Murphy shared most only go within their own city and that only one van and trying not to tie up resources; Alderman Totton said she has to go to Lee's Summit; Mr. Murphy shared there are other ways this could be set up; Mr. Davies shared individuals with disabilities could use this even if not of a certain age*
- *Resolution No. R20-10 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-Resolution No. R20-10 Approved: 6-0-

ITEM XV: CITY ATTORNEY REPORT

- Mr. Jeffrey Deane shared there is a bill at Jefferson City that would reduce franchise fees available to the city; Nathan will be testifying on behalf of the city; Joe will be out of the office 1/20 to 1/25, but the rest of the staff will be in the office

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

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 Interim City Administrator Ken Murphy
 Interim Deputy 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 Jeffrey Deane



ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- Interim City Administrator Ken Murphy
 - Shared our City staff that worked during the storm did an amazing job with the recent storm and the parks and rec staff clearing sidewalks did a great job; he said they do not probably get enough credit, but thank you to all of them
 - Alderman Cleaver asked how budget is for snow event and overtime; Mr. Trosen said on track so far; he rotates shifts for crews on and off; asked if lots of salt and sand on hand; Mr. Trosen said depending on number of storms, they will need to purchase more, but this is in the budget
- Assistant City Administrator Theresa Osenbaugh
 - Will be hosting on 1/30 tours of the current city facilities from 6pm-7pm and by reservation only; this is not out to the public yet; the tour is of City Hall, Police Department, and the Community Center
- Chief James Beale
 - None
- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - None
- Community Development Director Mark Trosen
 - Printed handout
 - Shared report from last snow event had 112 man hours
- City Clerk Jamie Logan
 - City Clerk Logan reminded everyone that the election candidate filing deadline closes at 5pm on 1/21/2020
 - Reminded Board that the annual PFD filers is due by May 1, 2020 and for candidates in the April 7 election are due by February 4, 2020

ITEM XVI: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
 - Thanked public works
- Alderman Tom Cleaver
 - None
- Alderman Bob Headley

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

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 Interim City Administrator Ken Murphy
 Interim Deputy 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 Jeffrey Deane



- Thanked public works
- Alderman Jayci Stratton
 - Thanks to public works for their efforts during the storms
- Alderman Nancy Totton
 - Thanked Mark Trosen for his public service to a citizen; Also thanked public works, codes, and animal control
- Alderman Yolanda West
 - Asked if she could get a rollup of all existing bonding and where it stands now and where the funds go now; Mr. Craig will provide this to the board

ITEM XVII: MAYOR REPORT

- Mayor Mike Todd
 - Reached out to our Senator on the franchise fee; and we'd like to add police officers and not take away and he asked that this be considered
 - He did a ride along on a plow; he said this was a rough ride; he said Ward I did a good job removing cars from the road; the Police department had to tow one or two cars that were not moved; they worked 12 hour shifts; he thanked Mark Trosen for riding along and experiencing the plow truck and for his involvement in public works; Mr. Trosen said the group is great

ITEM XVIII: EXECUTIVE SESSION

- Mayor stated an executive session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended
- *Alderman Headley moved to close the Regular Meeting for items related Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Stratton*
 - No Discussion

ELECTED OFFICIALS PRESENT

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

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

Interim City Administrator Ken Murphy
Interim Deputy 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 Jeffrey Deane



CITY OF GRAIN VALLEY
BOARD OF ALDERMEN MEETING MINUTES
 Regular Session

01/13/2020
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- *The motion was voted on with the following roll call vote:*
 - *Aye: Bass, Cleaver, Headley, Stratton, Totton, West*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 8:33 PM-

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

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 8:40 PM

ITEM XIX: ADJOURNMENT

- *The meeting adjourned at 8:40 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
 Alderman Yolanda West

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT
 Interim City Administrator Ken Murphy
 Interim Deputy 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 Jeffrey Deane

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	49.98		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,577.68		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	357.00		
		HAMPEL OIL INC	CJC FUEL	409.27		
		AFLAC	AFLAC AFTER TAX	126.59		
			AFLAC CRITICAL CARE	24.96		
			AFLAC PRETAX	315.21		
			AFLAC-W2 DD PRETAX	184.48		
		MIDWEST PUBLIC RISK	DENTAL	153.19		
			OPEN ACCESS	567.60		
			OPEN ACCESS	203.08		
			HSA	251.75		
			HSA	1,540.88		
			HSA	161.08		
			VISION	50.63		
			VISION	114.97		
			VISION	26.26		
		HSA BANK	HSA - GRAIN VALLEY, MO	259.62		
			HSA - GRAIN VALLEY, MO	372.02		
		SHARON COSTANZA	FINCH RESITUTION	150.00		
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	213.16		
		ICMA RC	ICMA 457 %	315.90		
			ICMA 457	363.40		
			ICMA ROTH IRA	67.15		
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,270.13		
			SOCIAL SECURITY	4,743.06		
			MEDICARE	<u>1,109.25</u>		
			TOTAL:	21,978.30		
		HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	157.08
				AMAZON.COM	10) GIFT CARDS	250.00
					10) GIFT CARDS	250.00
				TOPGOLF	CHRISTMAS PARTY	694.97
					CHRISTMAS PARTY	58.45
				MIDWEST PUBLIC RISK	DENTAL	34.56
					HSA	237.40
					HSA	312.20
				HSA BANK	HSA - GRAIN VALLEY, MO	100.00
				NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	2.06
				INTERNAL REVENUE SERVICE	SOCIAL SECURITY	110.71
					MEDICARE	<u>25.89</u>
	TOTAL:			2,233.32		
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	DEC 19 DATASAFE	1,750.00		
			FEB 20 CLARITY	3,708.00		
		CDW GOVERNMENT	BUMPER TO BUMPER YR 1 2 3	<u>2,737.89</u>		
			TOTAL:	8,195.89		
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	DEC 19 SERVICE	77.50		
		BATTS COMMUNICATIONS SERVICES INC	JAN 20 MAINTENANCE	125.00		
		HARVEST PRODUCTIONS INC	COUNCIL CHAMBERS AUDIO	190.00		
		COMCAST - HIERARCY ACCT	CITY HALL	110.21		
			CITY HALL	251.21		
		COMCAST	CITY HALL PHONE CHARGES	270.28		
		SC REALTY SERVICES	JANITORIAL SERVICES	1,579.05		
		SAPP DESIGN ASSOCIATES ARCHITECTS	PHASE 2: PRELIMINARY DESIG	31,657.07		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PER-DESIGN & MASTER PLAN	<u>11,344.38</u>
			TOTAL:	45,604.70
ADMINISTRATION	GENERAL FUND	MISSOURI MUNICIPAL LEAGUE	MURPHY/OSENBAUGH REGISTRAT	270.00
			MML ANNUAL MEMBERSHIP	1,685.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	290.34
		OFFICE DEPOT	BINDER/FOLDERS/ PAPER/ NOT	31.34
		AMAZON.COM	PORTABLE 360 BLUETOOTH SPE	137.73
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		HOME DEPOT CREDIT SERVICES	PAINT FOR HAYBALES	39.80
		ROTARY CLUB OF BLUE SPRINGS	MURPHY: QUARTERLY FEE	223.00
		MIDWEST PUBLIC RISK	DENTAL	22.39
			OPEN ACCESS	180.19
			HSA	222.46
		HSA BANK	HSA - GRAIN VALLEY, MO	57.98
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	5.14
		MVP AWARDS & MORE	NAME PLATES	68.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	230.21
			MEDICARE	<u>53.84</u>
			TOTAL:	3,974.26
ELECTED	GENERAL FUND	B&B THEATRES	MAYORS DAY AT B&B THEATRES	1,222.98
		SAMS CLUB/GEGRB	BEVERAGE REFRIGERATOR	211.40
		MCDONALDS	HOLIDAY PRIZES	25.00
		COSENTINOS PRICE CHOPPER	HOLIDAY PRIZES	100.00
			CHRISTMAS PARTY SNACKS	252.91
		KOOL RIDES PARTY BUS	TRANSPORTATION FOR HOLI DE	310.50
		CASEYS GENERAL STORE	HOLIDAY PRIZES	<u>50.00</u>
			TOTAL:	2,172.79
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	DEC CITY ATTORNEY	<u>6,440.00</u>
			TOTAL:	6,440.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	227.32
		MIDWEST PUBLIC RISK	DENTAL	34.08
			OPEN ACCESS	391.03
			HSA	139.85
		HSA BANK	HSA - GRAIN VALLEY, MO	36.45
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	4.11
		TYLER TECHNOLOGIES INC	CRAIG: TRAINING EMPLOYEE S	137.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	170.48
			MEDICARE	<u>39.87</u>
			TOTAL:	1,181.19
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	144.32
		OFFICE DEPOT	BINDER/FOLDERS/ PAPER/ NOT	66.26
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	4.11
		ROSS MILLER CLEANERS	DEC 19 CLEANING	29.25
		LAUBER MUNICIPAL LAW LLC	DEC PROSECTTING ATTORNEY	4,863.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	170.25
			MEDICARE	39.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	5,697.83
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	127.32
		MIDWEST PUBLIC RISK	DENTAL	34.56
			HSA	624.41
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	4.11
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	138.52
			MEDICARE	32.40
			TOTAL:	1,061.32
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	71.03
		ADVANCE AUTO PARTS	BRAKE CLEANER/OIL FILTER/ ANTIFRZ	142.34 32.28
		OREILLY AUTOMOTIVE INC	WIRE LOOM	22.05
			WHEEL WEIGHT	23.11
			80OZ DSLSPLMT/NITRILE	104.02
			NOVEMBER FIRST CALL EB	5.17-
			CHARGEBACK	13.99
		MIDWEST PUBLIC RISK	DENTAL	17.28
			HSA	143.87
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	2.06
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.76
			PW/WOLTZ UNIFORMS	9.76
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	55.46
			MEDICARE	12.97
			TOTAL:	692.31
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	4,449.35
			MONTHLY CONTRIBUTIONS	359.57
		ADVANCE AUTO PARTS	FP MANIFOLD/SPARK PLUG	79.66
		WALMART COMMUNITY	BANQUET SUPPLIES	74.52
		OFFICE DEPOT	LABELS	28.98
		AMAZON.COM	METAL DETECTOR/PUSH CART	385.67
			COSCO HANDTRUCK 4 IN 1 STE	140.13
		TARGET	COFFEE FOR SHOP WITH COP	61.89
			SHOP WITH A COP	65.00
			SHOP WITH A COP	611.05
			SHOP WITH A COP	539.52
			SHOP WITH A COP	42.41
			SHOP WITH A COP	460.28
			SHOP WITH A COP	17.97
			SHOP WITH A COP	482.89
		OREILLY AUTOMOTIVE INC	PWR SOCKET	12.99
			SPLITTER	6.99
		COSENTINOS PRICE CHOPPER	GIFT CARDS FOR AWARD DINNE	25.00
		RICOH USA INC	PD DESK C85162124	32.71
			PD C85162116	228.22
			PD C85162119	228.22
		HAMPEL OIL INC	GASOHOL/DIESEL	1,311.78
			GASOHOL/DIESEL	102.35
		LEXISNEXIS RISK DATA MGMT INC	DEC 2019 MINIMUM COMMITMEN	150.00
		TUSCONOS	POLICE CHRISTMAS PARTY	172.50
			POLICE AWARD DINNER	588.70
		MIDWEST PUBLIC RISK	DENTAL	228.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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	1,000.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	102.73
		METRO FORD	SEAT BE	138.26
			BUCKLE	109.74
			BRACKET/KIT	123.02
			NUTS	12.80
			BRACKET/KIT	163.54
			MOTOR A	191.80
		CHEWY.COM	DRY DOG FOOD 50LB	64.60
		SMARTSAFETY SOFTWARE	EASY STREET DRAW V. 6 STAN	447.00
		PATRIOT FIREARMS	GIFTS FOR XMAS PARTY	30.39
		MIRROR IMAGE EXPRESS CARWASH	DEC 2019 VEHICLE WASHES	64.00
		ROSS MILLER CLEANERS	DEC 19 CLEANING	71.50
		MVP AWARDS & MORE	EMPLOYEE OF THE YEAR AWARD	49.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,395.58
			MEDICARE	<u>794.11</u>
			TOTAL:	30,925.43
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.50
		HAMPEL OIL INC	GASOHOL/DIESEL	96.24
		MIDWEST PUBLIC RISK	OPEN ACCESS	360.39
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	4.11
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	77.30
			MEDICARE	<u>18.08</u>
			TOTAL:	654.62
PLANNING & ENGINEERING	GENERAL FUND	FELDMANS FARM & HOME	14" BLACK PLAIN TOE KNEE B	14.99
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	476.83
		HAMPEL OIL INC	GASOHOL/DIESEL	27.80
		AMERICAN WATER WORKS ASSN	MEMBERSHIP DUES	85.00
		MIDWEST PUBLIC RISK	DENTAL	48.37
			DENTAL	10.10
			OPEN ACCESS	103.25
			HSA	791.29
			HSA	78.24
		HSA BANK	HSA - GRAIN VALLEY, MO	206.25
			HSA - GRAIN VALLEY, MO	14.24
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	14.39
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	394.54
			MEDICARE	<u>92.28</u>
			TOTAL:	2,357.57
ECONOMIC DEVELOPMENT	TOURISM TAX FUND	GRAIN VALLEY FAIR	GV FAIR SPONSORSHIP	<u>5,000.00</u>
			TOTAL:	5,000.00
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.78
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	448.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.54
			AFLAC-W2 DD PRETAX	71.36
		MIDWEST PUBLIC RISK	DENTAL	31.01
			OPEN ACCESS	22.70
			HSA	312.17
			HSA	18.13
			VISION	15.48
			VISION	12.12
			VISION	1.10
		HSA BANK	HSA - GRAIN VALLEY, MO	137.50
			HSA - GRAIN VALLEY, MO	47.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	195.70
		ICMA RC	ICMA 457 %	181.09
			ICMA 457	536.92
			ICMA ROTH IRA	47.76
			ICMA ROTH IRA	3.43
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,211.53
			SOCIAL SECURITY	904.80
			MEDICARE	<u>211.62</u>
			TOTAL:	4,585.49
PARK ADMIN	PARK FUND	NETSTANDARD INC	FEB 20 CLARITY	618.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	525.68
		COMCAST - HIERARCY ACCT	CITY HALL	18.66
			CITY HALL	44.13
			TYER	124.85
		HAMPEL OIL INC	GASOHOL/DIESEL	249.97
		COMCAST	CITY HALL PHONE CHARGES	45.05
		MISSOURI PARK & REC ASSN	2020MPRA AGENCY MEMBERSHIP	650.00
			MPRA MAINTENANCE RODEA	95.00
			2020 MPRA CONF REGISTRATIO	1,170.00
		MIDWEST PUBLIC RISK	DENTAL	3.44
			DENTAL	82.86
			OPEN ACCESS	36.04
			OPEN ACCESS	78.21
			HSA	997.06
			HSA	55.41
			HSA	62.44
		HSA BANK	HSA - GRAIN VALLEY, MO	14.44
			HSA - GRAIN VALLEY, MO	220.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	10.28
		HY-VEE ACCOUNTS RECEIVABLE	L BROWN FUNERAL: FLOWERS	66.30
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	378.46
			MEDICARE	<u>88.51</u>
			TOTAL:	5,634.79
PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	416.94
		AMAZON.COM	REFLECTIVE TAPE	39.98
		FASTENAL COMPANY	7/16X6 PP DRILL BIT	13.70
		HOME DEPOT CREDIT SERVICES	CLEANING SUPPLIES	178.36
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	474.79
			HSA	575.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	12.33
		T & W STEEL CO	HR FLAT & CUT HALF	24.88
		LAWN & LEISURE	BAR OIL/ MOTO MIX GAL	66.59
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	311.55
			MEDICARE	<u>72.87</u>
			TOTAL:	2,507.21
RECREATION	PARK FUND	WALMART COMMUNITY	WINTER WONDERLAND SUPPLIES	42.26
			SANTAS LITTLE HELPERS RETU	12.61-
		MICHAELS	SANTAS LIL HELPERS SUPPLIE	6.91
			CANDY CANE HUNT SUPPLIES	21.60
			RETURNS	5.26-
		HOBBY LOBBY	SANTAS LIL HELPERS SUPPLIE	18.05
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1.38
			MEDICARE	<u>0.32</u>
			TOTAL:	72.65
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	DEC 19 SERVICE	65.00
		BATTS COMMUNICATIONS SERVICES INC	JAN 20 MAINTENANCE	12.50
		MELODY TAYLOR	12/30-01/06 SILVERSNEAKERS	25.00
			12/30-01/10 SILVERSNEAKERS	100.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	138.38
		OVERHEAD DOOR	EXT MAIN DR: INSEPCTED AND	366.12
		WALMART COMMUNITY	COMM CENTER BUILDING SUPPL	55.44
		COMCAST - HIERARCY ACCT	COMM CENTER	196.50
		AUTHORIZE.NET	DEC SIGNUPS	33.90
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		KORNIS ELECTRIC SUPPLY INC	4' LIGHT BULBS	59.70
		FASTENAL COMPANY	3/4 X 6-1/4 LDT	40.59
		HOME DEPOT CREDIT SERVICES	FLEX SEAL TAPE/DOOR STOPPE	23.76
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	4.11
		ALL STATE FIRE EQUIPMENT	COMM CENTER KITCHEN INSPEC	275.85
		FREDAH JOHNSTON	12/31-01/09 LINE DANCING	90.00
		DAYMARK SOLUTIONS INC	WHITE CR80 30 MIL PVC CARD	173.50
		GRAIN VALLEY RENTAL INC	3 HOUR RENTAL SNORKEL LIFT	65.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	213.41
			MEDICARE	<u>49.92</u>
			TOTAL:	2,629.91
POOL	PARK FUND	DAYMARK SOLUTIONS INC	WHITE CR80 30 MIL PVC CARD	<u>173.50</u>
			TOTAL:	173.50
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	180.43
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	17.56
			OPEN ACCESS	25.23
			OPEN ACCESS	26.49
			HSA	60.42

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	77.50
			HSA	76.47
			VISION	3.10
			VISION	1.37
			VISION	2.19
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	15.04
			HSA - GRAIN VALLEY, MO	79.01
		ICMA RC	ICMA 457	15.77
			ICMA ROTH IRA	0.27
		INTERNAL REVENUE SERVICE	FEDERAL WH	509.01
			SOCIAL SECURITY	330.49
			MEDICARE	<u>77.31</u>
			TOTAL:	1,545.89
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	FEB 20 CLARITY	370.80
		CARTER WATERS	K SATUROCK PREMIUM W/ KEVL	268.50
		BATTS COMMUNICATIONS SERVICES INC	JAN 20 MAINTENANCE	12.50
		FELDMANS FARM & HOME	2" STEEL SUCTION STRAINER	3.99
			2" STEEL SUCTION STRAINER	3.19
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	364.87
		ADVANCE AUTO PARTS	CAP GAS	3.78
		COMCAST - HIERARCY ACCT	CITY HALL	12.13
			CITY HALL	27.82
			PW	22.37
			PW	35.18
			PW	62.90
		OREILLY AUTOMOTIVE INC	HYD FILTER	1.51
			WATER PUMP/THERMOSTAT	37.76
		COSENTINOS PRICE CHOPPER	SNOW TEAM A MEALS	6.92
		CENTRAL SALT LLC	BULK DEICING SALT	1,551.20
			BULK DEICING SALT	1,784.57
			BULK DEICING SALT	3,173.04
			BULK DEICING SALT	1,785.27
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	GASOHOL/DIESEL	230.20
		HOME DEPOT CREDIT SERVICES	3/8" GROMMET W/12 REFILL	1.79
			DUAL FOOT INFLATOR/MKE XL	12.17
		COMCAST	CITY HALL PHONE CHARGES	27.02
		MIDWEST PUBLIC RISK	DENTAL	14.08
			DENTAL	66.34
			OPEN ACCESS	118.94
			OPEN ACCESS	72.08
			OPEN ACCESS	103.25
			HSA	284.88
			HSA	172.65
			HSA	266.93
			HSA	298.08
		HSA BANK	HSA - GRAIN VALLEY, MO	30.00
			HSA - GRAIN VALLEY, MO	157.00
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	11.71
		APAC KANSAS INC	TYPE 5 BASE	289.56
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	23.96
			PW/WOLTZ UNIFORMS	23.96
		BEST WESTERN COACH	BYRD LODGING	32.42
		GRAIN VALLEY RENTAL INC	3 HOUR RENTAL CORE DRILL	15.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	330.48
			MEDICARE	<u>77.31</u>
			TOTAL:	12,233.75
PUBLIC HEALTH	PUBLIC HEALTH	AMAZON.COM	SENIOR LUNCHEON SUPPLIES	344.90
			SALT SHAKERS	<u>31.48</u>
			TOTAL:	376.38
TIF-OLD TOWN MKT PLACE	OLD TOWNE TIF	OLD TOWNE MARKETPLACE LLC	PROPERTY TAX	246,179.06
			NOV/DEC LAUBER EXPENSE	2,263.00-
			COUNTY 1ST/2ND/3RD QTR	12,752.48
			ZOO 3RD QTR	466.91
			4TH QTR CITY	<u>15,974.39</u>
			TOTAL:	273,109.84
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPAL LAW LLC	DEC MKTPL TIF PRO 2	<u>214.00</u>
			TOTAL:	214.00
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.71
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,158.64
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.58
			AFLAC-W2 DD PRETAX	88.85
		MISCELLANEOUS NIXON, JACQUELINE	10-141830-10	57.22
		HUDSON, DREW	10-301600-01	15.54
		MILLIGAN, CHLOE	10-360600-09	58.51
		HOLT, NATHAN	10-362500-04	61.46
		HOOG, HARRIET	10-458070-00	13.53
		MCCLELLAN, TIM	10-505550-05	15.54
		AMBROSE, HAYDN	10-808900-00	15.54
		JONES, RUTH	10-820330-01	63.12
		OEHLSCHLAEGER, JEFF	10-850310-02	29.81
		CORNELIUS, AMANDA	10-900290-01	15.54
		MIDWEST PUBLIC RISK	DENTAL	108.66
			OPEN ACCESS	100.90
			OPEN ACCESS	90.82
			OPEN ACCESS	123.61
			HSA	281.96
			HSA	538.85
			HSA	467.45
			VISION	12.38
			VISION	10.17
			VISION	13.14
			VISION	24.06
		HSA BANK	HSA - GRAIN VALLEY, MO	110.33
			HSA - GRAIN VALLEY, MO	431.97
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	162.80
		ICMA RC	ICMA 457 %	76.45
			ICMA 457	186.41
			ICMA ROTH IRA	24.15
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,395.24
			SOCIAL SECURITY	2,124.51
			MEDICARE	<u>496.88</u>
			TOTAL:	10,539.33
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	DEC 19 SERVICE	38.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NETSTANDARD INC	FEB 20 CLARITY	741.60
		PEREGRINE CORPORATION	SEWER BILLIG CHOICE	200.00
			DEC 19 BILL PRINT & POSTAG	593.91
			DEC 19 BILL PRINT & POSTAG	114.85
			JAN 20 BILL PRINT AND MAIL	432.88
			JAN 20 BILL PRINT AND MAIL	83.89
		BATTS COMMUNICATIONS SERVICES INC	JAN 20 MAINTENANCE	50.00
		FELDMANS FARM & HOME	2" STEEL SUCTION STRAINER	8.00
			2" STEEL SUCTION STRAINER	6.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,254.85
		ADVANCE AUTO PARTS	CAP GAS	7.56
		OFFICE DEPOT	BINDER/FOLDERS/ PAPER/ NOT	37.16
		COMCAST - HIERARCY ACCT	CITY HALL	21.91
			CITY HALL	52.30
			PW	44.74
			PW	50.00
			PW	100.00
		OREILLY AUTOMOTIVE INC	HYD FILTER	3.00
			WATER PUMP/THERMOSTAT	75.51
		COSENTINOS PRICE CHOPPER	SNOW TEAM A MEALS	13.85
		MISSOURI ONE CALL SYSTEM INC	DEC 138 LOCATES	165.60
		BLUE SPRINGS WINWATER CO	714-2EHG YOK EXPNDR 3/4 MT	210.00
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	GASOHOL/DIESEL	460.39
		HOME DEPOT CREDIT SERVICES	3/8" GROMMET W/12 REFILL	3.56
			DUAL FOOT INFLATOR/MKE XL	24.35
		COMCAST	CITY HALL PHONE CHARGES	54.06
		MIDWEST PUBLIC RISK	DENTAL	43.84
			DENTAL	206.19
			OPEN ACCESS	237.85
			OPEN ACCESS	216.23
			OPEN ACCESS	156.41
			OPEN ACCESS	240.92
			HSA	664.71
			HSA	679.97
			HSA	928.04
			HSA	911.01
		HSA BANK	HSA - GRAIN VALLEY, MO	147.24
			HSA - GRAIN VALLEY, MO	454.40
		SC REALTY SERVICES	JANITORIAL SERVICES	95.70
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	34.73
		KAT EXCAVATION INC	TRACKHOE WORK 12/30/19	1,012.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	47.94
			PW/WOLTZ UNIFORMS	47.94
		ULINE	DOORKNOB BAGS	49.12
		BEST WESTERN COACH	BYRD LODGING	64.85
		TYLER TECHNOLOGIES INC	JAN 20 MONTHLY FEES	97.00
			UTILITY BILLING NOTIFICATI	70.40
		GRAIN VALLEY RENTAL INC	3 HOUR RENTAL CORE DRILL	30.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,064.05
			MEDICARE	248.87
			TOTAL:	12,804.43
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	DEC 19 SERVICE	38.75
		NETSTANDARD INC	FEB 20 CLARITY	741.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CITY OF BLUE SPRINGS	PRINCIPAL AND INTEREST 202	136,610.00
			4TH QTR USAGE OCT-DEC 2019	132,261.81
		PEREGRINE CORPORATION	SEWER BILLIG CHOICE	200.00
			DEC 19 BILL PRINT & POSTAG	593.91
			DEC 19 BILL PRINT & POSTAG	114.86
			JAN 20 BILL PRINT AND MAIL	432.88
			JAN 20 BILL PRINT AND MAIL	83.89
		BATTS COMMUNICATIONS SERVICES INC	JAN 20 MAINTENANCE	50.00
		FELDMANS FARM & HOME	2" STEEL SUCTION STRAINER	8.00
			2" STEEL SUCTION STRAINER	6.40
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,250.21
		ADVANCE AUTO PARTS	CAP GAS	7.56
		OFFICE DEPOT	BINDER/FOLDERS/ PAPER/ NOT	37.16
		COMCAST - HIERARCY ACCT	CITY HALL	21.91
			CITY HALL	52.30
			PW	44.74
			PW	50.00
			PW	100.00
		OREILLY AUTOMOTIVE INC	HYD FILTER	3.00
			WATER PUMP/THERMOSTAT	75.51
		COSENTINOS PRICE CHOPPER	SNOW TEAM A MEALS	13.85
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	GASOHOL/DIESEL	460.39
		SALLEYS PROPANE	TANK RENTAL	107.85
		HOME DEPOT CREDIT SERVICES	3/8" GROMMET W/12 REFILL	3.56
			DUAL FOOT INFLATOR/MKE XL	24.35
		COMCAST	CITY HALL PHONE CHARGES	54.06
		MIDWEST PUBLIC RISK	DENTAL	43.78
			DENTAL	205.23
			OPEN ACCESS	237.85
			OPEN ACCESS	216.24
			OPEN ACCESS	156.40
			OPEN ACCESS	240.93
			HSA	664.69
			HSA	671.90
			HSA	928.03
			HSA	911.03
		HSA BANK	HSA - GRAIN VALLEY, MO	145.14
			HSA - GRAIN VALLEY, MO	454.36
		SC REALTY SERVICES	JANITORIAL SERVICES	95.70
		NEW DIRECTIONS BEHAVIORAL	1ST QTR 2019 EAP SERVICES	34.73
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	47.94
			PW/WOLTZ UNIFORMS	47.94
		BEST WESTERN COACH	BYRD LODGING	64.85
		TYLER TECHNOLOGIES INC	JAN 20 MONTHLY FEES	97.00
			UTILITY BILLING NOTIFICATI	70.40
		GRAIN VALLEY RENTAL INC	3 HOUR RENTAL CORE DRILL	30.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,060.48
			MEDICARE	248.01
			TOTAL:	280,326.58
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	64.60
			VISA-CARD SERVICES 1325	1,808.52
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	2,385.40
		VISA-CARD SERVICES 1721	VISA-CARD SERVICES 1721	162.12

<u>DEPARTMENT</u>	<u>FUND</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	270.00
			VISA-CARD SERVICES 1788	3,768.72
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	1,170.00
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	154.40
			VISA-CARD SERVICES 9313	851.28

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	SCOTT, KEVIN J	US REFUNDS	32.93
		GRIFFIN, DAN	US REFUNDS	2.45
		RICHARDS, BEVERLY	US REFUNDS	0.85
		DAVIS, CALEB	US REFUNDS	15.54
		PETERSON, DAVID	US REFUNDS	15.54
		LILE, ASHLEY	US REFUNDS	7.73
		GIRO, MICHAEL	US REFUNDS	<u>15.54</u>
			TOTAL:	10,725.62

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

100	GENERAL FUND	133,169.53
170	TOURISM TAX FUND	5,000.00
200	PARK FUND	15,603.55
210	TRANSPORTATION	13,779.64
230	PUBLIC HEALTH	376.38
250	OLD TOWNE TIF	273,109.84
300	MKT PLACE TIF-PR#2	214.00
600	WATER/SEWER FUND	303,760.92
999	POOLED CASH FUND	10,635.04
GRAND TOTAL:		755,648.90

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 1/04/2020 THRU 1/17/2020
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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CITY OF GRAIN VALLEY DESTRUCTION CERTIFICATE

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

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

<u>Retention Schedule Number</u>	<u>Type of Document</u>	<u>Quantity/Series</u>	<u>Department</u>
GS062	Employment Recruitment & Selection Records	2016	Administration: Human Resources

Approved via Consent Agenda this 27th day of *January*, 2020.

By:

Mike Todd
Mayor

Attest:

Jamie Logan
City Clerk

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

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



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Ordinances

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

MEETING DATE	01/13/2020, 01/27/2020	
BILL NUMBER	B20-02	
AGENDA TITLE	AN ORDINANCE AMENDING TITLE III: TRAFFIC CODE SECTION, SCHEDULE IV: PARKING PROHIBITED OF THE CITY OF GRAIN VALLEY MUNICIPAL CODE	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$1,440.00
	Budget Line Item:	210-55-73740
	Balance Available:	\$10,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	Prohibit Parking on the west side of Pamela Blvd and in front of the fire hydrants and mailboxes on the east side of Pamela Blvd	
BACKGROUND	See Memo	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	Discussed possible changes with tenants and owners of current businesses on Pamela Blvd. Sent notification to all listed owners and tenants. All feedback was positive.	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Memo, Aerial Map and owner/tenant notification
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Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

Memorandum

To: Mark Trosen
From: Richard J Tuttle, City Engineer
Date: January 2, 2020
Re: Pamela Blvd. Parking Issues

Due to complaints about parking on Pamela Blvd. blocking traffic, we investigated the road size, vehicles being parked and any ordinances that control on-street parking. During the investigation we determined that the asphalt surface is 32 feet wide. To provide parking on both sides of the road 16 to 20 feet are needed, leaving 12 to 16 feet of driving lanes. Normal driving lanes are 10 to 12 feet wide each which requires at least 20 feet for passing vehicles. However, due to the large trucks and trailers using this section of roadway, I would recommend 2-12 foot lanes or 24 feet of driving isles.

The issues noticed during our investigation include:

1. On street parking often blocks access to the mailboxes.
2. On street parking blocks access to the fire hydrants.
3. Two construction companies have offices in the building on the east side of Pamela and have difficulty getting trucks with trailers onto Pamela when vehicles are parked on both sides.

In discussions with the tenants of the buildings, none of the tenants on the west side of Pamela expressed any concern with restricting parking on the west side. Many actually welcomed the change. In discussions with the businesses on the east side of Pamela, the major concern was parking in that lot is already tight and restricting the one business that uses on street parking the most will make parking more difficult in their lot.

To determine the amount of opposition to restricting parking, notice was sent to all known owners and tenants located in the section of Pamela Blvd. between NE Jefferson St. and East Kansas City Industrial Blvd. on December 6, 2019. I requested comments by December 20, 2019. To date I have received 3 comments, all in favor of the parking restrictions. Those comments were from Lifestyle RV's, Moxie Pest Control and Aspen Pet Cremations.

At this time, I would recommend restricting parking to one side of Pamela Blvd. from NE Jefferson St. and East Kansas City Industrial Blvd. Based on contact with the adjacent property owners I recommend "No Parking" be allowed on the west side of the street. In addition, parking should also be restricted in front of mailboxes and fire hydrants on both sides of the street.

Attached are pictures of vehicles parked on the ribbon gutter, in the grassed area, and on the wrong side of the street.





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Pamela Blvd. - No Parking - West Side

Legend

Lines

— Override 1

--- Tax Parcels



DISCLAIMER: These maps are NOT SURVEY ACCURATE. Requestor knowingly accepts the responsibility for the accuracy and completeness of the data or information. Further, the County expressly disclaims any responsibility for the accuracy of the data or information for any specific use of the data. Maps are provided to show as accurately as possible the relationship of data, but are not survey accurate. RELEASE: Requestor expressly releases and agrees to hold the County, its officials, and its employees harmless from any claims or damages arising out of the use of the data or information. Requestor expressly agrees to assume all risk for use and reliance on the data. Date: 1/7/2020

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Grain Valley City Hall
711 Main Street
Grain Valley, Missouri 64029
816.847.6220
Fax: 816.847.6206
www.cityofgrainvalley.org

November 26, 2019

Viking Sives
1200 B NW Pamela Blvd.
Grain Valley, MO 64029

RE: Pamela Blvd Parking Restrictions

The City of Grain Valley is considering parking restrictions to just one side of Pamela Blvd. due to complaints received because of on-street parking blocking mailboxes, fire hydrants and reducing the driving lanes to a single lane, which impedes the use of street by emergency vehicles. Upon investigation, numerous violations of the City's Code of Ordinances (Section 355 and 365) were observed during visits to the area between NE Jefferson St. and East Kansas City Industrial Blvd.

As a result of these findings, I will be recommending to the Board of Alderman that parking on the west side of Pamela Blvd. be prohibited. I will also be recommending that the City erects signs to prohibit parking at the fire hydrants, mailboxes and driveway entrances.

Before submitting my recommendations to the Board, I would like to hear your comments and concerns. Please call me before December 20, 2019 at (816) 847-6222.

Sincerely,

Richard J. Tuttle, P.E.
City Engineer

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Pamela Blvd Mailing List

Lifestyles RV's
1100 NW Pamela Blvd.
Grain Valley, MO 64029

Blue Valley Heating & Cooling
1200 A NW Pamela Blvd.
Grain Valley, MO 64029

Current Occupant
1101 NW Pamela Blvd.
Grain Valley, MO 64029

Viking Sives
1200 B NW Pamela Blvd.
Grain Valley, MO 64029

Beyond Fitness
1151 D NW Pamela Blvd.
Grain Valley, MO 64029

Nichols Performance Transmissions
1200 D NW Pamela Blvd.
Grain Valley, MO 64029

Ward Development
1120 A NW Eagle Ridge Blvd.
Gain Valley, MO 64029

Drew Diesel Repair
1200 E NW Pamela Blvd.
Grain Valley, MO 64029

Koned Logistics
1151 A NW Pamela Blvd.
Grain Valley, MO 64029

Louis Company
1200 H NW Pamela Blvd.
Grain Valley, MO 64029

Show Me Extreme Power
1201 NW Pamela Blvd.
Grain Valley, MO 64029

Current Occupant
1200 J NW Pamela Blvd.
Grain Valley, MO 64029

Fastenenall
1211 NW Pamela Blvd.
Grain Valley, MO 64029

Current Occupant
1200 K NW Pamela Blvd.
Grain Valley, MO 64029

Fastenenall
1213 NW Pamela Blvd.
Grain Valley, MO 64029

Moxie
1251 A NW Pamela Blvd.
Grain Valley, MO 64029

Current Occupant
1215 NW Pamela Blvd.
Grain Valley, MO 64029

Aspens Pet Crématations
1251 B NW Pamela Blvd.
Grain Valley, MO 64029

Genesis Powder Coat
1221 NW Pamela Blvd.
Grain Valley, MO 64029

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

MEETING DATE	01/27/2020	
BILL NUMBER	B20-03	
AGENDA TITLE	AN ORDINANCE REPEALING ORDINANCE NO. 2486 WHICH APPROVED AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, STAR ACQUISITIONS, INC., AND EXCHANGERIGHT REAL ESTATE, LLC AND APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, STAR ACQUISITIONS, INC., AND MILDRED C. WILLIAMSON, AS TRUSTEE OF THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT	
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 allow for the change of ownership for the parcel and building	
BACKGROUND	See Staff Memo	
SPECIAL NOTES	The current Price Chopper lease will remain in effect	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Memo, and Assignment and Assumption Agreement

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B20-03

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE REPEALING ORDINANCE NO. 2486 WHICH APPROVED AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, STAR ACQUISITIONS, INC., AND EXCHANGERIGHT REAL ESTATE, LLC AND APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, STAR ACQUISITIONS, INC., AND MILDRED C. WILLIAMSON, AS TRUSTEE OF THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, by Ordinance No. 2107, adopted by the Board of Aldermen of the City of Grain Valley, Missouri (“City”), on September 27, 2010, the City approved the Grain Valley Marketplace Tax Increment Financing Plan (the "Original Plan"), declared the Redevelopment Area as a blighted area, and selected SG Property Management, LLC (“Original Developer”) as the developer to implement Redevelopment Project 2 of the Redevelopment Plan; and

WHEREAS, the Original Developer ceased development of Redevelopment Project Area 2 after completing only a portion of the project, subsequently, the City sought a new developer to continue development of Redevelopment Project Area 2; and

WHEREAS, on or about January 8, 2016, STAR Acquisitions, Inc. (the “STAR”) submitted a Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan (“Second Amended Plan”); and

WHEREAS, by Ordinance No. 2380, adopted by the Board of Aldermen of the City on March 28, 2016, the City approved the Second Amended Plan, re-affirmed its findings that the Redevelopment Project Areas constitute a Blighted Area and meets the other applicable requirements of the TIF Act; selected STAR to implement the Redevelopment Project Area 2 portion of the Redevelopment Plan, as amended, and authorized the City to enter into a contract with STAR for the implementation of Redevelopment Project 2 described in the Second Amended Plan.

WHEREAS, by Ordinance No. 2386, adopted by the Board of Aldermen of the City on May 9, 2016, the City approved the Tax Increment Financing Contract Between the City of Grain Valley, Missouri and STAR Acquisitions, Inc., for the Implementation of the Second Amendment to the Grain Valley Marketplace Tax Increment Financing Plan (“Amended TIF Contract”); and

WHEREAS, the Amended TIF Contract at Section 28 and Exhibit I provides a process for the STAR to assign certain rights related to the Amended TIF Contract for all or a portion of the TIF Redevelopment Area; and

WHEREAS, on December 9, 2019, the Board of Aldermen approved STAR’s request to assign certain rights under the Amended TIF Contract to ExchangeRight Real Estate, LLC pursuant to the terms of an Assignment and Assumption Agreement; and

WHEREAS, the purchase of the grocery store property between STAR and ExchangeRight Real Estate, LLC, did not occur; and

WHEREAS, STAR now desires to sell and assign certain rights to Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust dated March 6, 2001 in accordance with the attached Assignment and Assumption Agreement.

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

SECTION 1: That Ordinance No. 2486, approving an Assignment and Assumption Agreement among the City of Grain Valley, STAR Acquisitions, Inc., and ExchangeRight Real Estate, LLC is hereby repealed and said Assignment and Assumption Agreement between the City, STAR Acquisitions, Inc. and ExchangeRight Real Estate, LLC is hereby terminated.

SECTION 2: That pursuant to Section 28.E of the Amended TIF Contract the Board of Aldermen approves of the proposed sale of the grocery store portion of the Redevelopment Area to Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust dated March 6, 2001.

SECTION 3: That the Assignment and Assumption Agreement Among the City of Grain Valley, Missouri, STAR Acquisitions, Inc., and Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust dated March 6, 2001 (the “Assignment and Assumption Agreement”), a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

SECTION 4: That the Mayor is authorized to execute the Assignment and Assumption Agreement on behalf of the City.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

Read two times and PASSED by the Board of Aldermen this ____ day of _____, 2020, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN 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

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT
AMONG THE CITY OF GRAIN VALLEY, MISSOURI
STAR ACQUISITIONS, INC.; AND MILDRED C.
WILLIAMSON, AS TRUSTEE OF THE MILDRED C.
WILLIAMSON TRUST DATED MARCH 6, 2001



LAUBER MUNICIPAL LAW, LLC

Serving those who serve the public

Memo

To: Mayor and Board of Aldermen of the City of Grain Valley, Missouri
Ken Murphy, Deputy City Administrator

From: Joe Lauber, Economic Development Special Counsel

Date: January 21, 2020

Re: Outline of Key Points of Assignment and Assumption Agreement

Background:

As required by the Second Amended TIF Contract between the City and STAR Acquisitions, Inc., whenever STAR proposes to sell a portion of the shopping center, it must provide notice and enter into an Assignment and Assumption Agreement that includes the City, STAR, and the purchaser. A form Assignment and Assumption Agreement was included as Exhibit I of the TIF Contract.

At its December 9, 2019 meeting, the Board of Aldermen approved an Assignment and Assumption Agreement among the City, STAR and ExchangeRight Real Estate, LLC related to the sale of the grocery store portion of the TIF Redevelopment Project (the “Property”). Unfortunately, the sale of the Property did not occur as anticipated. STAR is now proposing to sell the Property to a long-term owner but, as before, STAR wants to make clear that it will continue to receive TIF revenues.

Summary of Changes to the Form Assignment and Assumption Agreement

- **Parties (3):**
 - City of Grain Valley
 - STAR Acquisitions, Inc.
 - Mildred C. Williamson, Trustee of the Mildred C. Williamson Trust dated March 6, 2001
- **Section 5- Specific Assignment and Assumption**
 - Reference to TIF Contract Section 5 requirements related to Project Improvement has been deleted because the grocery store portion of the Redevelopment Projects has been completed.

- Reference to TIF Contract Section 6 regarding the redevelopment schedule for the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 9 regarding design criteria of the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 10 requirements for dedication of right of way for the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 11 requirements for a certificate of completion and compliance for the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 15 provisions related to the assessed valuation of portions of the Redevelopment Project which are not the grocery store portion of the Redevelopment Projects has been deleted.
- Reference to TIF Contract Section 29 requirements that progress reports related to the completion of the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 38 provision related to excusable delays has been amended to move the definition of excusable delays into that section.
- **Sections 7 & 8- Provisions Related to the Assignee (Buyer)**
 - These sections have been amended to provide information about the Assignee (buyer) for this specific assignment and assumption.
- **Section 9- Assignment of Rights**
 - This is a new section added to the form Assignment and Assumption Agreement to clarify the Assignment rights of the parties.
 - Establishes that STAR will continue to receive TIF and CID revenues generated from this portion of the Redevelopment Area.

Information Regarding Buyer

- The Buyer is a wealthy individual that intends to purchase the Property with 1031 cash proceeds (i.e., sales proceeds from another commercial asset she recently sold). The Buyer will be responsible for any long-term and certain capital improvements or repairs to the building. The tenant, Cosentino's, will remain in place and is not affected by the sale of the Property.

Staff and Consultants Recommendation:

- The revised language was vetted with the City's Special Economic Development Counsel/City Attorney, Bond Counsel, and Financial Advisor. City staff and consultants recommend approval of the Assignment and Assumption Agreement in the form presented.

* * *

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is dated as of the ___ day of _____, 2020 (the "**Effective Date**") and is made by and between STAR ACQUISITIONS, INC., a Missouri corporation ("**Assignor**"), Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust dated March 6, 2001 ("**Assignee**"), and the CITY OF GRAIN VALLEY, MISSOURI, a municipal corporation (the "**City**").

RECITALS

A. On September 27, 2010, the Board of Aldermen of Grain Valley, Missouri (the "**Board of Aldermen**") adopted Ordinance No. 2107 approving the Grain Valley Marketplace Tax Increment Financing Plan, as amended by the Board of Aldermen on December 9, 2013, and as further amended by the Board of Aldermen on March 28, 2016 (the "**Plan**").

B. On May 10, 2016, the City and Assignor entered into a Tax Increment Financing Contract that set forth the respective obligations and duties of the City and Assignor with respect to the implementation of the Plan (the "**TIF Contract**").

C. Pursuant to **Section 32** of the TIF Contract, Assignor now desires to enter into this Assignment to convey to Assignee certain duties and obligations under the TIF Contract and Plan (as more fully described herein) with respect to the property described in **Exhibit A** to this Assignment (the "**Subject Property**"), and Assignee has agreed to assume and perform all such duties and obligations under the TIF Contract with respect to the Subject Property.

D. The parties desire to enter into this Assignment in order to satisfy the condition precedent set forth in **Section 32** of the TIF Contract.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Assignor, Assignee, and the City as follows:

1. Recitals Incorporated and Definitions. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof. Any capitalized terms set forth in this Assignment that are not defined herein shall have the meaning given to such terms in the TIF Contract.
2. Term of Agreement. This Agreement shall commence upon the Effective Date and shall terminate upon the termination or expiration of the TIF Contract, which shall be no later than September 26, 2033 (the "**Term**").
3. General Assignment and Assumption. Assignor hereby assigns, and Assignee hereby acknowledges, assumes and agrees to perform the obligations, covenants and

agreements of Assignor under the TIF Contract with respect to the Subject Property, but only as explicitly and exhaustively described below.

4. Release of Assignor. Upon recording of this Assignment or a memorandum of this Assignment, Assignor shall be fully and completely released from any and all obligations under the TIF Contract with respect to the Subject Property, after which time the City's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof, and in no event shall the City's enforcement against Assignee affect Assignor's rights under the TIF Contract.
5. Specific Assignment and Assumption. Assignor hereby assigns, and Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the TIF Contract, as modified in certain instances below:

Sec. 10. Control of Project.

Maintenance and Repair. Assignee, at its sole cost and expense, at all times shall (1) maintain and operate the Project Improvements like properties in other similarly situated shopping centers, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Project Improvements, (3) keep the Project Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Project Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Sec. 15. PILOTs.

A. Pursuant to the provisions of Section 99.845, RSMo, Tax Increment Financing (the "**TIF Act**") has been established by ordinance for the Subject Property, and thus the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land for the duration of the tax increment financing currently in place on the Subject Property and shall create a lien in favor of City as constituted from time to time and shall be enforceable against Assignee and its successors and assigns in ownership of the Subject Property.

- B. Failure to pay Payments in Lieu of Taxes shall constitute a default by the Assignee hereunder and shall entitle City, the Jackson County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable

remedies it may have to ensure the timely payment of all such sums or of the principal of and interest on any outstanding obligations secured by such payments.

- C. Notwithstanding anything to the contrary herein, the lien on the Subject Property shall be deemed (1) released as to any public street or other public way included within any applicable plat, effective upon the passage of an ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (including any cross access or parking rights granted or created by any such plat), effective upon the passage of an ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

Sec. 16. EATs. Assignee shall use commercially reasonable efforts to include the provisions as specified in **Section 27** below in all lease documents with tenants located at the Subject Property requiring sales tax information to be provided to City. Assignee shall use commercially reasonable efforts to include a similar provision in all sales contracts with purchasers of the Subject Property requiring sales tax information to be provided to City. So long as Assignee owns the Subject Property, Assignee shall use commercially reasonable efforts to enforce said provisions with respect to such Subject Property, and Assignee shall use commercially reasonable efforts to provide that each such lease or sales contract provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual business provided to the City as documentation of Economic Activity Taxes.

Sec. 26. Tenant Approvals and Prohibitions. Assignee shall have complete and exclusive control over the leasing or sales of the Project Improvements that it owns, including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses without specific City consent, as set forth below:

- A. Existing Users in the City. Without the approval of the City, Assignee shall not cause the relocation of a tenant into the Subject Property, which is then open and operating in the City and then ceases to operate the existing facility within one (1) year of the opening of the new facility within the Subject Property.
- B. In the event Assignee violates the requirements of this subsection and fails to receive the prior approval of the City as set forth above, for each such violation Assignee shall pay to the City an amount equal to **two (2)** times the amount of all local retail sales taxes generated by such store at its prior location during the preceding calendar year (**“Relocation Penalty Payment”**). Any Relocation Penalty Payment shall be due and payable within **fifteen (15)** business days after receipt of written notice from the City

for such payment. Failure to make any Relocation Penalty Payment when due shall be an event of default of this Assignment and Assignee shall be subject to the remedies set forth herein.

- C. Surplus or Second-Hand Stores. Without City approval, which approval shall not be unreasonably withheld, Assignee shall not lease or sell any of the Subject Property to a surplus or second-hand store. For the purpose of this section, a surplus or second-hand store shall be defined as a store whose primary business is the sale of used or second-hand merchandise, such as a thrift shop or a flea market.
- D. Gasoline Station/Convenience Stores. Without City approval, the Assignee shall not sell or lease any of the Subject Property to a gasoline station/convenience store on the Subject Property in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel, and oil is dispensed at retail. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers.
- E. Auto Repair Businesses or Lube Shops. Assignee shall not, without City approval, sell or lease any of the Subject Property to a store whose primary business is as an automobile repair or similar business that includes garage doors as a primary feature of its facility; provided, however, such exclusion shall not apply to national tire, oil change or battery retailers specifically Discount Tire, Tires Plus, National Tire and Battery ("NTB"), etc.
- F. Non-Sales Tax Generating Businesses. Assignee shall not, without City approval, sell or lease for development to non-sales tax generating businesses such as office uses or fitness centers. For purposes of this section, a non-sales tax generating business shall be any business projected to generate less than \$50 per square foot of retail sales.

Sec. 27. Lease of Subject Property. Assignee may lease the Subject Property or any portion thereof; provided that, unless the Board of Aldermen waives this requirement as to a particular tenant, Assignee shall insert in any such lease, if not already included in the Declaration of Restrictive Covenants to which the Subject Property is subject, the following language (or similar language):

Economic Activity Taxes and Community Improvement District Taxes

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("**TIF District**") created by the City and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Grain Valley

Market Place shopping center (including Tenant's Premises) is located within the boundaries of a Community Improvement District ("CID") which will have the power to impose a sales tax on any retail sales generated within Tenant's Premises. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF as well as the CID.

Tenant shall provide to Landlord upon Landlord's request a certification to the City that this Lease includes the provisions of the preceding paragraph.

Tenant represents and warrants that its business is not currently located in the City, or, if Tenant's business is currently located within the City, Tenant acknowledges that if the existing business outside the Redevelopment Project Area is closed within twelve (12) months of opening within the Redevelopment Project District, this Lease shall not be effective unless the Board of Aldermen approves this Lease, in addition to any other required approvals. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Failure of Assignee to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

Sec. 28. Sale of Subject Property.

A. Continuation of Payments in Lieu of Taxes. In the event of the sale or other voluntary or involuntary disposition of any or all of the Subject Property, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Assignee and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Assignment.

B. Incorporation. The restrictions set forth above in Section 27, shall be incorporated into any deed or other instrument conveying an interest in the Subject Property, other than a lease agreement, and shall provide that said

obligations or restrictions shall constitute a benefit held by both Assignee and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Assignee to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Subject Property. Notwithstanding the foregoing, none of the provisions of this **Section 28.B** are required to be incorporated into any deed or other instrument if they are already included in a Declaration of Restrictive Covenants to which the Subject Property is subject.

- C. Notification to City of Transfer; Board of Aldermen Approval. Assignee shall notify City in writing of any proposed sale or other transfer of any or all of the Subject Property other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate for retail and other permitted uses as provided for in this Assignment. Such notice shall be provided not less than sixty (60) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 8** of this Assignment and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 28** hereof have been fulfilled.

Sec. 30. Compliance with Laws. Subject to Assignee's rights to contest the same in any manner permitted by law, Assignee, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all requirements of law.

Sec. 31. Authorized Employees. Assignee acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Assignee therefore covenants and will provide an affidavit from any general contractor directly employed by Assignee to construct improvements to the Subject Property in substantially the same form as is attached as **Exhibit B**, attesting that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement, and that its employees are lawfully eligible to work in the United States.

Sec. 32. Assignment of Obligations

- A. Assignee agrees that this Assignment and the duties and obligations hereunder may not and shall not be assigned by Assignee without the prior written consent of the City, which consent will not be unreasonably withheld. Any proposed assignee shall have all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Assignee under this Assignment.
- B. Any proposed assignee shall, utilizing a form substantively and substantially similar to this Assignment (the "**Subsequent Assignment**

Agreement"), expressly for the benefit of City, assume all of the obligations of Assignee under this Assignment and agree to be subject to all the conditions and restrictions to which Assignee is subject. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Assignee (other than to an Affiliate of Assignee) that results in a change in management control of Assignee will constitute an assignment of this Agreement. Upon approval of the Subsequent Assignment Agreement by City as set forth herein, Assignee shall be released from such obligations accruing after the date of such assignment.

- C. Notwithstanding anything herein to the contrary, for purposes of securing financing, Assignee may, without the City's consent, assign or pledge its rights under this Assignment, but Assignee shall provide City with notice of any such assignment or pledge and include with such notice an acknowledgement by the lender providing such financing that it has received a copy of this Assignment and reviewed the provisions of this Section regarding the restrictions on assignment. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Assignment.

Sec. 36. Indemnification

- A. Assignee shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "Indemnified Parties" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Assignee, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Assignment and/or in connection with the ownership, use or occupancy and development or redevelopment of the Subject Property or a portion thereof and the improvements thereon.
- B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Assignee may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Assignee of the occurrence of such event. After receipt of such notice, Assignee may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Assignee, utilizing counsel of Assignee's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the

event that Assignee shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Assignee asserting Assignee's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Assignee for payment and, within thirty (30) business days after such submission, Assignee shall transfer to the Indemnified Party sufficient funds to pay such bills. Assignee acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

- C. An Indemnified Party shall submit to Assignee any settlement proposal that the Indemnified Party shall receive. Assignee shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Assignee consents to such settlement. Neither Assignee nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.
- D. Assignee expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Assignment imposed upon Assignee in order to induce City to enter into this Assignment. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Assignment. If such court action is successful, the Indemnified Party shall be reimbursed by Assignee for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).
- E. With respect to liability that arises during the term of this Assignment, the right to indemnification set forth in this Assignment shall survive the termination of this Assignment.

Sec. 37. Breach Compliance

- A. If Assignee does not comply with provisions of this Assignment, and if, within ninety (90) days after notice of such default by the City, Assignee shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event Assignee shall not have cured such default within one hundred and eighty (180) days), then the City may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If any action is instituted by the City hereunder, the non-prevailing party in such action shall pay any and all costs, fees and

expenses, including attorneys' fees incurred by the prevailing party in enforcing this Assignment.

- B. The City's rights and remedies hereunder, whether provided by law or by this Assignment, shall be cumulative and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver shall apply to obligations beyond those expressly waived.
- C. Assignee (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.
- D. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by the City of any specific default by the Assignee shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default, except to the extent specifically waived.

Sec. 38. Excusable Delays. The time of performance hereunder shall be extended in the event of any Excusable Delays. "**Excusable Delays**" are delays due in whole or in part to causes beyond the reasonable control or without the material fault of Assignee which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Assignment where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Assignment by City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather.

- 6. City's Consent and Release. Upon the execution of this Assignment by City, the assignment and assumption provided for in Sections 3 and 5 shall be deemed to have been approved and consented to by the City, and Assignor shall be deemed to have been released from Assignor's duties and obligations under the TIF Contract with respect to the Subject Property.
- 7. Representations and Warranties of Assignee. Assignee is qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Assignment and to perform its obligations hereunder. This Assignment,

assuming the due execution and delivery hereof by Assignor and City, constitutes legally valid and binding obligations of Assignee, enforceable against Assignee in accordance with the terms and conditions herein.

8. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

Mildred C. Williamson, Trustee
19029 E. 19th Terrace Court South
Independence, MO 64057

With a copy to:

James Ewan, Esq.
McElligott Ewan & Hall
233 West Walnut Street
Independence, MO 64050

If to Assignor:

Mr. Tim Harris
STAR Acquisitions, Inc.
244 W. Mill Street, #101
Liberty, Missouri 64068

With a copy to:

Curt Petersen, Esq.
Polsinelli, P.C.
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

If to City:

City of Grain Valley, Missouri
Attn: City Administrator
711 Main Street
Grain Valley, Missouri 64085

With a copy to:

Joseph G. Lauber, Esq.

Lauber Municipal Law, LLC
250 NE Tudor Road
Lee's Summit, Missouri 64086

9. Assignment of Rights. Notwithstanding anything in this Assignment to the contrary, Assignor is not assigning to Assignee hereunder, and Assignor is retaining, all of Assignor's rights to TIF Revenue and CID Revenue under the TIF Contract, CID Cooperative Agreement, and any other agreements related thereto.
10. Preserving the Tax-Exempt Status of Financing. The City may waive any requirement of this Agreement that imposes requirements or limitations on the Developer or any party that is subject to the obligations and restrictions of this Agreement to the extent the City determines in its sole discretion that the waiver is necessary or appropriate in order to facilitate or maintain tax exempt financing.
11. Successors and Assigns. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
12. Governing Law. This Assignment shall be governed by the laws of the State of Missouri.
13. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
14. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.
15. Recording. This Assignment, or a memorandum of this Assignment, shall be recorded in the office of the Recorder of Deeds for Jackson County, Missouri by Assignee at its sole cost and expense.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:
STAR ACQUISITIONS, INC.

By: _____
Timothy D. Harris, President

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020 before me, a Notary Public in and for said state, personally appeared Timothy D. Harris, the President of STAR Acquisitions, Inc., a Missouri corporation, personally known by me to be the person who executed the within instrument on behalf of said STAR Acquisitions, Inc. and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

ASSIGNEE:

MILDRED C. WILLIAMSON TRUST
DATED MARCH 6, 2001

By: _____
Mildred C. Williamson, Trustee

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2020 before me, a Notary Public in and for said state, personally appeared Mildred C. Williamson, the trustee of the Mildred C. Williamson Trust dated March 6, 2001, personally known by me to be the person who executed the within instrument on behalf of said trust and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

EXHIBIT A TO ASSIGNMENT AGREEMENT

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Lot 1, **Grain Valley Marketplace No. 2**, a subdivision of land in Grain Valley, Jackson County, Missouri, according to plat thereof recorded on September 1, 2016, Document Number 20160081154, Book 164 at Page 14 with the Jackson County Recorder of Deeds.

EXHIBIT B TO ASSIGNMENT AGREEMENT

Form of Affidavit of Work Authorization

**CITY OF GRAIN VALLEY, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)**

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter “Contractor”), whose business address is _____, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Grain Valley, Missouri:

_____.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

AFFIANT SIGNATURE

AFFIANT PRINTED NAME

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires:

Notary Public

(Printed Name)

PLEASE NOTE:

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

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

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Resolutions

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

MEETING DATE	01/27/2020	
BILL NUMBER	R20-11	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER AN AGREEMENT WITH LAMP RYNEARSON, INC. FOR DESIGN SERVICES FOR THE DILLINGHAM ROAD CONNECTOR TRAIL	
REQUESTING DEPARTMENT	PARKS & RECREATION	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$9,272.00
	Budget Line Item:	200-22-78780
	Balance Available:	\$148,800.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide pedestrian connectivity within Grain Valley	
BACKGROUND	We currently have two, separate recreational trails on the east side of Dillingham Road, just north of Duncan Road. However, there is currently a gap between these two trail segments. This project connects these two sections of trail making it one continuous.	
SPECIAL NOTES	This project will run concurrently with the Community Development Department's Dillingham Road Waterline Project, also with Lamp Ryneerson, Inc. By doing both projects at the same time, we will see some savings with the overall project costs.	
ANALYSIS		

PUBLIC INFORMATION PROCESS	This project is listed both in our Trails Master Plan, Capital Improvements Program, and is one of the projects listed when we went before the voters for the 1/2-cent Park Sales Tax that was passed back in 2008.
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval
DEPARTMENT RECOMMENDATION	Parks and Recreation Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Project Task Order

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

January 27, 2020

RESOLUTION NUMBER
R20-11

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER AN AGREEMENT WITH LAMP RYNEARSON, INC. FOR DESIGN SERVICES FOR THE DILLINGHAM ROAD CONNECTOR TRAIL

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 recognizes this project as part of the adopted Grain Valley Trails Master Plan and Capital Improvements Program; and

WHEREAS, the Board of Aldermen of the City of Grain Valley recognize the importance of hiring qualified firms for project design, engineering and survey work; and

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Lamp Rynearson, Inc. for design services for the Dillingham Road Connector Trail.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2020.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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City of Grain Valley, Missouri – Project Task Order

Contract: On Call Contract Project Number 0319030.01

Ordinance or Resolution:	Task Agreement No: 4	Funding Amount: \$9,272.00 Purchase Order No:
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Project Title: Dillingham Road Bike Hike Trail

Contractor/Consultant: Lamp Rynearson, Inc. 9001 State Line Road, Suite 200 Kansas City, MO 64114	Division and Staff Project Manager: Civil Design Group Daniel G. Miller, P.E. – Civil Design Group Leader
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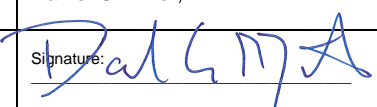
Project Management Manual reviewed: Yes	Attachments (Gantt Chart, etc.): Anderson Engineering Survey Scope
---	--

PROJECT Scope:

Provide design services for a bike trail along the east side of South Dillingham Road, including:

1. Set of engineering plans.
2. Topographic survey along South Dillingham Road from Persimmon Drive and north of Pond Avenue.

The attached services will be provided for an hourly rate not to exceed \$9,272.00 including direct expenses. Subconsultant fees are invoiced at actual cost plus contractual 10% administration.

Staff Signatures		Partner Signatures	
Deputy City Administrator:		Project Manager:	Company Principal (if different):
Ken Murphy		Daniel G. Miller, P.E.	Tony O'Malley, P.E.
Signature: _____		Signature: 	Signature: _____
Date: _____		Date: 12/16/2019	Date: _____

Project Type:	Design <input checked="" type="checkbox"/>	Construction <input type="checkbox"/>	Property Acquisition <input type="checkbox"/>	Conceptual/Problem Solving <input type="checkbox"/>	Surveying <input checked="" type="checkbox"/>
Project Discipline(s):	Transportation <input checked="" type="checkbox"/>	Facilities <input type="checkbox"/>	Water <input type="checkbox"/>	Wastewater <input type="checkbox"/>	Stormwater <input type="checkbox"/>

Report(s) Received: _____

Work on File: _____

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement by and between the City of Grain Valley, MO and Lamp Rynearson, Inc. (Professional), **dated 03/25/2019.**

Attach scope of work, budget, and other supporting material

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Dillingham Road Bike Hike Trail
 LOCATION Grain Valley
 DATE 12/2/2019

PROJECT #
 BY Autumn Schleicher

Classification:	Civil Design Group Leader	Project Engineer IV	Project Designer IV	Construction Observer	Admin Asst.	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	Miller	Schleicher	McMurry	Bruemmer	Jodi		
Hourly Rate:	\$218.00	\$113.00	\$103.00	\$83.00	\$66.00		

Design Services							
Project Meeting	2	0	0	0	0	2	\$436.00
Import Survey and Create Base Mapping	0	0	2	0	0	2	\$206.00
Prepare Plan Sheets	0	2	8	0	0	10	\$1,050.00
Develop Profile	1	1	8	0	0	10	\$1,155.00
Cross Sections	1	1	8	0	0	10	\$1,155.00
ADA Compliance	1	1	1	0	0	3	\$434.00
Bike Trail & Ramp Details	0	0	2	0	0	2	\$206.00
QAQC \ Redo \ Redesign	1	1	2	0	0	4	\$537.00
Subtotal of Hours per Associate	6	6	31	0	0	43	
Subtotal of Fee per Associate	\$1,308.00	\$678.00	\$3,193.00	\$0.00	\$0.00		
					Labor Fee		\$5,179.00
					Reimbursables 5%		\$258.95
					Contingency 5%		\$258.95
Subtotal of Engineering Services							\$5,696.90

Surveying	
Subconsultant(s)	
Anderson Surveyors	\$3,250.00
	Subtotal of Survey Fees \$3,250.00
	Subconsultant Coordination Fee (10%) \$325.00
	Subtotal of Surveying Fees \$3,575.00

Project Fee Summary	
	PROJECT TOTAL \$9,271.90



LAND SURVEYORS
INDUSTRIAL MEASUREMENT SPECIALISTS

FOUNDER: JAMES P. ANDERSON 1897 — 1948

PROFESSIONAL LAND SURVEYORS
JAMES S. ANDERSON, President
OLIVER S. ANDERSON 1926-1983
ROBERT W. ANDERSON 1924-1965
ROBERT J. ANDERSON
THOMAS L. LANG
PHILIP J. HENEHAN
JOHN P. WEBSTER

November 22, 2019

Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, Missouri 64114

Attention: Autumn Schleicher, EIT, Project Engineer IV

RE: Survey Proposal, Design Survey for Bike Trail, South
Dillingham Road Between NW Pond Avenue and NW
Persimmon Drive, Grain Valley, Jackson County, Missouri

Dear Ms. Schleicher:

As you requested, we have reviewed the above project and do hereby propose to provide the surveying services described in your email transmission of November 21, 2019. The survey will be along the portion of Dillingham Road outlined in the attachment to your email and will include the following services:

1. Recover section corners and property corners necessary to determine the location of the rights of way of South Dillingham Road, NW Pond Avenue, and NW Persimmon Drive.
2. Provide topographic survey over a portion of Dillingham Road outlined on your email attachment.
3. Show location of visible evidence of utilities and location of underground utilities as reported to us by the records of the various utility companies and as marked by Missouri One Call.
4. Show elevations at approximately 50 foot intervals and as otherwise needed to develop one foot contours.
5. Prepare drawing depicting the above information and provide drawing in hard copy or digital format.

Lamp Rynearson
Autumn Schleicher
November 22, 2019
Page 2

Based on the rate of charges in our current contract, we believe the cost to provide these services will be between \$3,000.00 and \$3,250.00. We propose to invoice you for the amount of time spent on the survey, at the rates contained in our contract, subject to the maximum cost of \$3,250.00.

Our current schedule should allow us to complete this project within approximately two to three weeks of your notification to proceed.

Should you have any questions or need additional information, please feel free to call.

Sincerely,



James S. Anderson, President
ANDERSON SURVEY COMPANY, INC.

JSA:dja
Attachment



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

MEETING DATE	01/27/2020	
BILL NUMBER	R20-12	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MUSCO LIGHTING TO PROVIDE RE-LAMP AND MAINTENANCE SERVICES TO BASEBALL FIELDS 1 AND 2 AT MONKEY MOUNTAIN PARK	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	\$13,800.00
	Budget Line Item:	200-22-78720
	Balance Available:	\$14,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide safe and appropriate lighting levels at our athletic fields during evening play.	
BACKGROUND	The MUSCO lights on Fields 1 and 2 were erected back in 2004 by MUSCO Lighting. The lamps have not been replaced since then and several are currently burnt out. Likewise, some fixtures need replacement lenses, ballasts, and need to be re-aligned.	
SPECIAL NOTES	The MUSCO lights on Fields 3 and 4 were erected in 2008, are a different model than what is on Fields 1 and 2 and are still under warranty.	
ANALYSIS	N/A	

PUBLIC INFORMATION PROCESS	This is an approved, 2020 budgetary item.
BOARD OR COMMISSION RECOMMENDATION	Parks Board Recommends Approval
DEPARTMENT RECOMMENDATION	Parks and Recreation Staff Recommend Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Service Quote and Scope

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

January 27, 2020

RESOLUTION NUMBER
R20-12

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MUSCO LIGHTING TO PROVIDE RE-LAMP AND MAINTENANCE SERVICES TO BASEBALL FIELDS 1 AND 2 AT MONKEY MOUNTAIN PARK

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri strive to provide citizens with a safe park environment; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri acknowledge and annually budget monies for the repair and/or replacement of aged park amenities and facilities; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri have budgeted funds in 2020 for the replacement and repair of the baseball field lights at Monkey Mountain Park, Fields 1 and 2.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with MUSCO Lighting to provide re-lamp and maintenance services to baseball fields 1 and 2 at Monkey Mountain Park.

PASSED and APPROVED, via voice vote, (-) this ____ Day of January, 2020.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R20-12]

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Monkey Mountain Athletic Complex – Fields 1&2
Group Relamp
City of Grain Valley
Grain Valley, MO
Date: 1/7/2020

Quotation Price

The fee for services rendered including lamps, labor, lift, freight, and lamp disposal.....\$13,800.00

** Plus applicable sales tax.

Scope of Service

Musco proposes the following service:

- Supply (92) 1500w Musco Z-Lamp™ metal halide lamps
- Provide Technician and Lift to perform a group re-lamp
 - Replace lamps in (92) Musco SportsCluster-2™ lighting system luminaires
 - Clean glass lenses and reflectors
 - Trouble shoot remaining fixture outages as needed
 - Re-align fixtures based on the original Musco Sports Lighting Design as needed (home plate on both fields has moved back)
 - Dispose of old lamps
- Freight

If additional time or materials are needed to complete the Project, Musco will obtain Customer's consent before proceeding.

Notes

- Reference original Musco Sports Lighting project #41561671.
- Reasonable access to all poles with construction-sized lift if required.
- Ground protection (plywood) and assistance to move, if needed, provided by Owner.
- Other parts used for repair will be an additional charge.
 - Ballast - \$205 each / Capacitor - \$45 each / Fuse - \$6 each
 - Knuckle Cone - \$66 each / Glass Lens - \$60 each / Wire Harness - BTO

Environmental Compliance Notice

HID lamps contain mercury (Hg), a hazardous substance that is regulated by state and/or federal law, and must be managed according to disposal laws. HID lamps removed from service contain mercury and will have transport arranged for delivery to a recycling facility.

Two-Year Lamp Warranty and Disclaimer

Musco warrants that lamps delivered and installed for the Project will not fail for two years from the date of delivery so long as the lamps are used in accordance with Musco's instructions. Lamps that fail during this warranty period will be replaced by Musco, but Musco is not responsible for installation of the replacement lamps. Lamps damaged by physical trauma, electrical surges, or any other improper use or operation, are not covered by this two-year warranty. Except as expressly provided in this Agreement, Musco has not made, and in rendering the Services, will not be deemed to make, any representation or warranty of any nature, whether express, implied, statutory or otherwise. Musco expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of this Agreement by Musco will create a representation or warranty or expand or otherwise affect the express warranties stated in this Agreement.

Payment Terms

Payment terms net 30 days from delivery. Late payment will be subject to service charges of 1 1/2% per month (18% APR). Any additional materials needed will be charged at an additional price. In addition, the customer shall pay and be responsible for when due all local applicable sales, use, franchise, gross receipts, or similar taxes relating to this Agreement. If any payment is not made when due, Customer will pay a delinquent charge of 1-1/2% for each month, or a portion of month, that a past due balance remains unpaid. Customer agrees to pay all cost (including reasonable attorney's fees and court costs) associated with collecting any delinquent amounts due. Freight Charges have been included in the above prices. Sales tax is NOT included as part of this quote.

Licenses and Permits

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

Nonliability

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Prices are good for acceptance and delivery for 90 days only, unless such time is extended in writing. If you have any questions regarding the quotation, please call me at 800-825-6020 .

Sincerely,

Rick Van Dusseldorp
Lighting Services Sales Representative
Musco Sports Lighting
800-825-6020 office
888-397-8736 fax
rick.vandusseldorp@musco.com

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

MEETING DATE	01/27/2020	
BILL NUMBER	R20-13	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE TWENTY, 8-FOOT RECTANGULAR PICNIC TABLES FROM FRY AND ASSOCIATES, INC.	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$15,798.80
	Budget Line Item:	200-22-78720
	Balance Available:	\$18,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To replace the existing picnic tables at the Pavilion in Armstrong Park. The existing tables are wood-plank with metal frame and are over 15 years old. They will be replaced with steel units that are perforated and plastic-coated, which reduces the opportunity for vandalism due to graffiti and flame and provides a longer, useful life without rust and wood rot.	
BACKGROUND	We purchased 24 of these tables in 2019 for Shelter 1, 2, 3, and 4. These tables will match those.	
SPECIAL NOTES	Six of these tables will be ADA accessible.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	An approved, budgeted item for 2020	

BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Quote (Terms & Conditions)

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

January 27, 2020

RESOLUTION NUMBER
R20-13

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE TWENTY, 8-FOOT RECTANGULAR PICNIC TABLES FROM FRY AND ASSOCIATES, INC.

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri strive to provide residents with safe parks and quality recreational offerings; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri annually approve budgetary monies for the replacement of park facilities and amenities that have reached their useful life; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri has allocated monies in the 2020 Budget to replace twenty picnic tables at the Armstrong Park Pavilion.

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

SECTION 1: The City Administrator is hereby authorized to purchase twenty, 8-foot rectangular picnic tables from Fry and Associates, Inc.

PASSED and APPROVED, via voice vote, (-) this _____ Day of January, 2020.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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QUOTE

Number FRYQ63221
Date Jan 3, 2020

Fry & Associates, Inc.
101 E 15th Ave, North Kansas City MO 64116
t. 816-221-4825 f. 816-221-4831

End User	Ship To	Bill To
City of Grain Valley Jerry Jones 713 Main St. Grain Valley, Missouri 64029 United States	City of Grain Valley 713 Main St. Grain Valley, Missouri 64029 United States	City of Grain Valley Jerry Jones Accounts Payable 713 Main Street Grain Valley, Missouri 64029 United States

Here is the quote you requested.

NPP Member No: M-5766626

Associates	P.O. Number	Ship Via	Terms
Margie Fry William Fry		Common	Net 10

Qty	Description	List Price	Adj. Price	Ext. Price
NPP MEMBER DISCOUNT HAS BEEN APPLIED				
14	TRT08-A-01-000 MyTCoat 8' Rectangular Portable Table - Expanded Metal - Advantage Coating Top/Seat Color: GREEN Frame Color: BLACK	\$807.40	\$726.66	\$10,173.24
6	TRT08-A-01-001 MyTCoat 8' Rectangular Portable Table - Accessible - Expanded Metal - Advantage Coating Top/Seat Color: _____ Frame Color: _____	\$785.40	\$706.86	\$4,241.16
64	HW01 MyTCoat 5/16-18 x 1-1/2" tap bolt w/ black xylan	\$0.24	\$0.22	\$14.08
64	HW02 MyTCoat 5/16-18 nylock nut w/ black xylan	\$0.24	\$0.22	\$14.08
128	HW03 MyTCoat 5/16 uss flat washer w/ black ox	\$0.24	\$0.22	\$28.16
64	HW04 MyTCoat #vc300-8 5/16" bolt size 1/2" Jg vinyl cap	\$0.24	\$0.22	\$14.08

**DOES NOT INCLUDE UNLOADING,
ASSEMBLY, OR INSTALLATION**

Continued On Next Page ...

Qty	Description	List Price	Adj. Price	Ext. Price
Please contact me if I can be of further assistance.				
		SubTotal		\$14,484.80
		Tax		\$0.00
		Shipping		\$1,314.00
		Total		\$15,798.80

Shipping Contact: Jerry Jones
Email: jjones@cityofgrainvalley.org

Phone: (816) 225-2111
Fax: (816) 228-0498

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____

Pricing is CASH pricing. 3.5% will be added to the total for credit card transactions.
Unless otherwise indicated all pricing good for 30 days from quote date



Terms and Conditions

1. Fry & Associates, Inc. ("Fry") hereby offers to sell the products and services described in this Quotation (the "Goods"), but only on the terms and conditions described herein. If Buyer submits to Fry a purchase order or other documentation with terms and conditions different from or additional to the terms and conditions described in this Quotation, Fry hereby objects to those terms and does not assent to them. No such term shall be considered to be a part of any contract between the parties.
2. The quoted purchase price may be increased to the extent that Fry's cost of the Goods may be increased as a result of (1) any agreements, codes, or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, Buyer is solely liable for any excises, levies or taxes which Fry may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the Goods, and Buyer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.
3. All pricing is good for 30 days from quote date unless otherwise indicated.
4. All pricing is cash pricing and includes a 3.5% discount. Use of a credit card or other non-cash basis of payment will remove this discount.
5. Cancellation of this order or part of this order will incur a restocking charge and forfeiture of any deposits made. Buyer will be responsible for any freight charges incurred. Acceptance of any returns are at the discretion of the manufacturer. No goods shall be returned for credit without first obtaining written consent from Fry.
6. Any changes to this order must be agreed to in writing and signed by both parties before they become valid.
7. Claims by Buyer for shortages, damages or errors in delivery must be made within five (5) days after the delivery of the goods. Goods are sold subject to the standard manufacturing practices of Fry's suppliers. Goods purchased on the basis of weight are subject to customary quantity variations recognized by practice in the industry.
8. Buyer shall assume all risk of loss or damage upon delivery by Fry to the carrier at the point of shipment. Scheduled dates of delivery are determined from the date of Fry's acceptance of any order or orders placed by Buyer and are estimates of approximate dates of delivery, not a guaranty of a particular date of delivery. Fry shall not be liable for any damages caused by failure or delay in shipping the Goods if such failure or delay is beyond the reasonable control of Fry.
9. This quotation may be accepted to form a binding contract upon any one of the following options: 1. Signature below and a deposit (if required) to Fry for the items listed in this quote prior to the expiration date. 2. Issuance of a purchase order to Fry referencing this quote and the terms and conditions herein prior to the expiration date above
10. Any payment terms are with approved credit. Any payment not made within terms is subject to a late payment charge of 1.5% per month (compounded) on the unpaid balance.
11. All manufacturer's warranties are honored solely under the terms set forth by the manufacturer and are not the responsibility of Fry.
12. All information presented in this quote is the responsibility of the Buyer to verify for accuracy and completeness.
13. Any agreement arising out of this transaction shall be deemed to have been made in Clay County, Missouri. The parties agree that the validity, interpretation and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Missouri.
14. If Buyer requests deferral of deliveries, Fry's agreement to defer delivery shall not excuse Buyer from its obligation to pay for the goods at the same times and in the same quantities as the original delivery schedule, including interest due pursuant to these terms and conditions. In addition to adhering to the original payment schedule, Buyer shall pay such storage charges as Fry may assess for storing the goods awaiting delivery. If Buyer requests deferral prior to commencement of production, Fry may require a change in pricing based on required delivery date.
15. Fry will do its best to inform the buyer of anticipated lead times on products and services. Fry is not responsible for any changes in lead times from manufacturers and will not accept responsibility for damages due to project delays.
16. In addition to the foregoing, Buyer agrees to save and hold Fry & Associates, Inc. harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Fry & Associates, Inc. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Fry & Associates, Inc. in connection with the defense of any such claim.

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Committee
Reports*

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GRAIN VALLEY PARK BOARD MINUTES

November 19, 2019

Meeting called to order at 7:02 P.M. by President Brad Welle.

ROLL CALL:

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

ABSENT: Nathan Hays (Vice President)

CONSENT AGENDA:

- a. **APPROVAL OF MINUTES:** Motion by Norm Combs and seconded by Terry Hill to approve the November Minutes. Motion carried.

TREASURER'S REPORT:

- a. **REVIEW OF ACCOUNTS PAYABLE/EXPENDITURES/REVENUES:**
Shannon highlighted and explained the more notable expenditures and reviewed the year-to-date revenues/expenses. Technology/Software is being installed out the Monkey Mountain Park concession stand so that the facility can start taking credit card payment. Several purchases were for trailside amenities at the new Blue Branch Creek Trail.

CITIZEN COMMENTS: none

COMMITTEE REPORTS:

- a. **Veteran's Tribute** – Norm Combs
 - i. Norm provided an update on the new flagpoles that will be installed.

OLD BUSINESS:

- a. **Cross Creek Trail Project** – Shannon Davies
 - i. There was discussion about the naming of the trail. “Blue Branch Creek Trail” sounds appropriate. With the length of the name, there was some concern about fitting this on the trailhead signs to where it is still ‘readable’ for those driving by on Buckner-Tarsney Road. Staff will work with the sign company to ensure that signage is fabricated at the size needed. The trail signs will match the design of the new park entrance signs that were installed last year.
 - ii. CFS Engineers is continuing their work for the pedestrian bridge design/scope as well as acquisition of the necessary permitting.

b. Trails Master Plan Review – Group Discussion

- i. The board was provided with the revised aerial of the Trails Master Plan that reflected the following:
 - a) Completed trail segments
 - b) Priority trail segments where focus needs to be
 - c) Secondary trail segments
 - d) Beyond
- ii. The board did request one change. Specifically, the trail segment that is due south of the dentist office on 40 Highway that would connect existing sidewalk south of OOIDA to Butterfly Trail needs to be a Priority project instead of Secondary. Shannon will bring a finalized aerial of the Plan to the next meeting.
- iii. There was some discussion again about issuing bonds but was decided again that it makes better sense to complete trail projects both as the reserve funds become available for Priority projects but also taking into consideration the timing of when it makes sense to construct specific trail segment.

c. Picnic Table Shelters (Placement) – Shannon Davies

- i. Both the concrete pads and steel frames have been installed out at Monkey Mountain Park. Park Maintenance will have the metal roofing and picnic tables installed before the end of the year.

d. Community Campus Planning – Shannon Davies

- i. Shannon informed the board that the YMCA has expressed heavy interest in building a facility out here in Grain Valley, specifically as the new recreation center out at the community campus. Their facility in Blue Springs closed back in October. The Grain Valley School District has also expressed an interest for an indoor aquatic facility to accommodate their Swim and Dive teams. Discussions of what this partnership would like are underway. The City would be going before the voters in April with a Bond referendum to fund both the recreation center but also a new city hall/police station.

e. 2020 Budget Prep - Group Discussion/Review

- i. Shannon reviewed some of the proposed expenditures budgeted for 2020, specifically the bigger ticket items like Capital Assets and Capital Improvements explaining the current need for these purchases and/or improvements. Replacement of the restrooms/concessions/storage building at the football fields was removed from the 2020 budget. Staff will look at making the needed repairs to the existing building instead.
- ii. This was the third and final discussion regarding the park and recreation department's 2020 proposed budget as this will go before the Board of Aldermen at the December 9th meeting for approval.

NEW BUSINESS: None

DIRECTOR'S REPORT

1. Operational Updates

- a. 2020 Budget Workshops with the BOA took place on 10/17 and 11/5.
- b. With Ryan Hunt's departure, Ken Murphy is acting, interim City Administrator.
- c. Park Maintenance has started hanging the holiday display lighting in Armstrong Park and on Main Street.

2. City Updates

- a. The annual Trail or Treat event was held back on October 25.
- b. The Community Campus Planning Meeting with Grain Valley residents was held back on October 29.
- c. The annual Mayor's Tree Lighting and Holiday Festival is scheduled for 12/5.

3. Past/Current Programs/Special Events

- a. Tot Time – Weekly while school is in session.
- b. Home-School P.E. – 10/9-11/13
- c. Halloween Candy Scramble – 10/19
- d. Painting Party – 10/29
- e. Mini Munchkins (Tiny Turkeys) – 11/7
- f. Preschool Players Basketball – 11/9-12/14
- g. Petite Picassos – 11/12

4. Upcoming Programs/Special Events

- a. Storytime with Mrs. Claus – 12/2 & 12/6
- b. Mayor's Tree Lighting & Holiday Festival – 12/5
- c. Painting Party – 12/10
- d. Mini Munchkins (Santa's Little Helpers) – 12/19
- e. Candy Cane Hunt – 12/21

TOPICS FOR NEXT MEETING:

- a. Cross Creek Park Trail Project
- b. Trails Master Plan Review (Plan Review, Bond Issuance for Trails)
- c. Community Campus Planning
- d. Dillingham Trail Connector Project
- e. 2020 Park Board Elections

ADJOURNMENT:

Motion by Norm Combs, seconded by Chuck Harris, to adjourn. Motion carried.
Meeting adjourned at 8:29 P.M.

Next regular meeting will be January 7, 2020.

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