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

MAY 27, 2020 7:00 P.M.

OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE DIAL IN: (312) 626-6799 | MEETING ID: 840 8812 2756 | PASSWORD: 016522

ITEM I: CALL TO ORDER

• Mayor Mike Todd

ITEM II: ROLL CALL

• City Clerk Jamie Logan

ITEM III: APPROVAL OF AGENDA

• City Administrator Ken Murphy

ITEM IV: PROCLAMATIONS

None

ITEM V: CONSENT AGENDA

- May 11, 2020 Board of Aldermen Regular Meeting Minutes
- May 27, 2020 Accounts Payable
- Village of Grain Valley CID Resolution 2020-03

ITEM VI: PREVIOUS BUSINESS

• None

ITEM VII: NEW BUSINESS

• None

ITEM VIII: PRESENTATIONS

• None

ITEM IX: PUBLIC HEARING

• None

#### ITEM X: **ORDINANCES**

ITEM X (A) B20-09 2 <sup>ND</sup> READ	An Ordinance Changing the Zoning on Approximately 3.1 Acres from District C-2 (General Business) to District M-1 (Light Industrial)
	To allow custom manufacturing
ITEM X (B) B20-10 2 <sup>ND</sup> READ	An Ordinance Approving a Conditional Use Permit for a Medical Marijuana Cultivation Facility on Approximately 6 Acres
- 11212	To operate a medical marijuana cultivation facility on approximately 6 acres
ITEM X (C) B20-11	An Ordinance Approving the Final Plat of Black Industries
$1^{ST}$ READ	To gain final plat approval for Black Industries
ITEM X (D) B20-12 I <sup>ST</sup> READ	An Ordinance Approving the Final Development Plan for the Lofts at Old Towne Market Place and the Final Plat of Old Towne Market Place 12 <sup>th</sup> Plat

To gain final development plan and final plat approval for the Lofts at Old Towne Market Place

#### ITEM XI: RESOLUTIONS

ITEM XI (A) R20-30	A Resolution by the Board of Aldermen of the City of Grain Valley, Reappointing Becky Gray, Charles Harris and Jared English to the Grain Valley Parks and Recreation Board for Three-Year Terms
	To maintain the 9 seats on the Grain Valley Parks & Recreation Board
ITEM XI (B) R20-31	A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Reappointing Mike Switzer & Justin Tyson to the Industrial Development Authority Corporation of the City of Grain Valley, Missouri for Six-Year Terms

To maintain full membership on the Industrial Development Authority Corporation

### ITEM XI (C) R20-32

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter into an Agreement with Stanger Industries, Inc. for HVAC Preventative Maintenance/Services

To approve the contract with Stanger Industries, Inc to provide HVAC and mechanical services on City owned buildings and equipment

### ITEM XI (D) R20-33

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter into an Agreement with A & A Electrical, Inc. for Electrical Service (as Needed)

To approve the contract with A & A Electrical, Inc to provide electrical services (as needed) on City owned buildings and equipment

### ITEM XI (E) R20-34

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter into an Agreement with Summit General Contracting, LLC. for Building Maintenance (as Needed)

To approve the contract with Summit General Contracting, LLC. to provide building maintenance services (as needed) on City owned buildings and equipment

### ITEM XII: CITY ATTORNEY REPORT

• City Attorney

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

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

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

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



### ITEM XV: MAYOR REPORT

• Mayor Mike Todd

#### ITEM XVI: EXECUTIVE SESSION

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

ITEM XVII: ADJOURNMENT

#### PLEASE NOTE

The next scheduled meeting of the Grain Valley Board of Aldermen is a Regular Meeting on June 8, 2020 at 7:00 p.m. The meeting will be held via Zoom conference call

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

The City of Grain Valley is interested in effective communication for all persons Upon request, the minutes from this meeting can be made available by calling 816.847.6211



# Consent Agenda

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### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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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 May 11, 2020 at 7:00 p.m. via video conference of the elected officials as a result of the social distancing/Stay at home order due to the COVID-19 pandemic
- The meeting was called to order by Mayor Todd

### ITEM II: ROLL CALL

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

### -QUORUM PRESENT-

### ITEM III: APPROVAL OF AGENDA

No Changes

#### ITEM IV: PROCLAMATIONS

None

### ITEM V: CONSENT AGENDA

- April 27, 2020 Board of Aldermen Regular Meeting Minutes
- May 11, 2020 Accounts Payable
- Alderman West made a Motion to Approve the Consent Agenda
- The Motion was Seconded by Alderman Stratton
  - No Discussion
- Motion to Approve the Consent Agenda was voted on with the following voice vote:
  - Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - o Nay: None
  - o Abstain: None

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

### ITEM VI: PREVIOUS BUSINESS

- Liquor License Request QuikTrip; Only missing the County Liquor license, but it has been shut down due to COVID-19; will wait to receive before we issue the license
- Mayor requested a motion to approve the liquor license

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** 



### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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- Alderman West made a Motion to Approve the liquor license
- The Motion was Seconded by Alderman Cleaver
- Motion to Approve the liquor license for QuikTrip was voted on with the following voice vote:

o Aye: Bass, Cleaver, Headley, Stratton, Totton, West

Nay: NoneAbstain: None

-MOTION APPROVED: 6-0-

ITEM VII: NEW BUSINESS

None

ITEM VIII: PRESENTATIONS

None

ITEM IX: PUBLIC HEARING

-Mayor Todd Opened the Public Hearing for Craig Rookstool- CR Aerospace, LLC at 7:02 p.m.-

- Community Development Director Trosen provided summary; Currently zoned C-2; previously used by a church, enough parking spaces to accommodate employees and patrons; This is customized manufacturing which is not allowed in C-2, but is allowed in M-1; this would be consistent with character and intent of preferred land use plan for the city, Public notice was provided and letters to those surrounding the proposed businesses site within 185 feet of the proposed change of zoning area; Staff recommends approval to M-1 light industrial
- Alderman Cleaver asked if the existing structure would be torn down; Per Mr. Rookstool, they will not be tearing down and using as is with only remodeling interior and electrical upgrades

Mayor Todd opened the floor to citizens for comment:

No Comments

-Mayor Todd Closed the Public Hearing for Craig Rookstool- CR Aerospace, LLC at 7:07 p.m.-

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** 

### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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-Mayor Todd Opened the Public Hearing for Missouri Made Marijuana, LLC at 7:07 p.m.-

- Community Development Director Trosen stated this would be on the South Outerbelt Road; licensed by Department of Health & Senior Services; Cultivation will take place on three fully enclosed buildings on site; Zoned M-1 and follows all conditions per our City ordinance regarding cultivation facilities; Proposing to add a public street which would dead end at the entrance of Penny's concrete; City recommended wrought iron fence vs. chain link for aesthetic purposes; additional landscape along the new public street; CJCFPD reviewed and provided recommendations; Applicant provided security plans and disposal plan as well as a custom air cleaning system; Public Notice provided by letter of property owners of record within 185 feet and the Examiner; P&Z commission approved
- Alderman Cleaver asked how many employees will be on-site; Steven Lucas attorney for MMM; doesn't know exact number; Judd Claussen with Phelps engineering said 15 EEs per shift on first building and each additional building would be an additional 15 people (45 people total); Phase I would start very soon once permits in place
- Alderman Stratton asked what background checks employees would go through; Mr. Robert Black with MMM stated each EE has a work permit which includes background investigation, photo id with fingerprint/id card as well as approved by the state of MO
- Alderman Headley asked Mr. Black to share his history with this type of business; is a real estate/broker dealer; He's been in hotel/casino business and it is highly regulated as well; They were 1 of 45 people awarded license in 2014 & have been operating since then 2 dispensaries, 1 grow/manufacturing facility; Have learned a lot through experience; it is very sophisticated; Access to facility is highly secure and they know if someone a few feet of their fences; Been at this 6 ½ years up until COVID virus; hope to operate within Grain Valley and MO State's rules
- Steven Lucas said they are seeking approval following all 5 conditions provided
- Alderman Bass said thank you for choosing Grain Valley; asked for hours of operation;
   24/7
- Alderman Stratton; how did they choose Grain Valley; Mr. Black said they wanted to be
  on a major freeway and close to Kansas City, but smaller City where they could be secluded
  and good neighbors and like the location and they were hoping others wouldn't pick our
  City

Mayor Todd opened the floor to citizens for comment:

• Any comments here

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



### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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• -Mayor Todd Closed the Public Hearing for Missouri Made Marijuana, LLC at 7:24 p.m.-

ITEM X: ORDINANCES

**Bill No. B20-09:** An Ordinance Changing the Zoning on Approximately 3.1 Acres from District C-2 (General Business) to District M-1 (Light Industrial)

- Alderman Headley moved to make the first reading by title only of Bill No. B20-09
- The Motion was Seconded by Alderman Totton
  - o No Discussion
- Motion to make the first reading of Bill No. B20-09 was voted upon with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - o Nay: None
  - o Abstain: None

-Motion Approved: 6-0-

Bill No. B20-09 was read by City Attorney Jeff Deane

**Bill No. B20-09:** An Ordinance Changing the Zoning on Approximately 3.1 Acres from District C-2 (General Business) to District M-1 (Light Industrial)

- Alderman Headley moved to accept the first reading of Bill No. B20-09 bringing it back for a second reading by title only at the next meeting
- The Motion was Seconded by Alderman Totton
  - No discussion
- The motion was voted on with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - o Nay: None
  - o Abstain: None

-Bill No. B20-09 Approved for a Second Reading: 6-0-

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



### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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**Bill No. B20-10:** An Ordinance Approving a Conditional Use Permit for a Medical Marijuana Cultivation Facility on Approximately 6 Acres

- Alderman Headley moved to make the first reading by title only of Bill No. B20-10
- The Motion was Seconded by Alderman Totton
  - o First read based off the public hearing that was just heard
- Motion to make the first reading of Bill No. B20-10 was voted upon with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - o Nay: None
  - o Abstain: None

-Motion Approved: 6-0-

Bill No. B20-10 was read by City Attorney Jeff Deane

**Bill No. B20-10:** An Ordinance Approving a Conditional Use Permit for a Medical Marijuana Cultivation Facility on Approximately 6 Acres

- Alderman Headley moved to accept the first reading of Bill No. B20-10 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:
  - o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - o Nay: None
  - o Abstain: None

-Bill No. B20-10 Approved for a Second Reading: 6-0-

### ITEM XI: RESOLUTIONS

**Resolution No. R20-29:** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Purchase a Hurco SD 800 Valve Exerciser, Extended Reach Option, and Hydraulic Power Pack

- Alderman Headley motioned to approve Resolution No. R20-29
- The Motion was Seconded by Alderman West
  - o Maintenance program on an annual basis in public works which includes fire

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** 



### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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hydrants and these get "exercised" to make sure they work properly; This will have a longer reach than prior equipment; came in under budget

- Resolution No. R20-29 was voted upon with the following voice vote:
  - o Aye: Bass, Cleaver, Headley, Stratton, Totton, West
  - Nay: NoneAbstain: None

-Resolution No. R20-29 Approved: 6-0-

#### ITEM XII: CITY ATTORNEY REPORT

• Jeff Deane welcomed Kelly St. John to their team; she was a law clerk from Jackson County; Reminded Board that due to COVID, the city officials trainings have been rescheduled and they will send out a flyer once all dates confirmed; July 31 at MPR and June dates in other cities

### ITEM XIII: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
  - o None
- Deputy City Administrator Theresa Osenbaugh
  - None
- Chief James Beale
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - With COVID-19 there has been an operational impact and the only thing open are the trails; playgrounds, fields, shelters, restrooms, & community center are all still closed; they are working on reopening plan and have been submitted to Health Department for approval; youth sports still not allowed in this early phase; hoping they can still have a season, but waiting for approval from County Health Department; how will they minimize numbers of kids, disinfecting, social distancing, etc.; several surrounding communities have cancelled their seasons; waiting to see what the interleague participants are doing
  - Normally the aquatic center would open in a few weeks and this year, doubtful that will happen at that point; waiting for number of people threshold will be updated before making a decision

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



### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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- o If a citizen has asked for a refund for the season, they are immediately refunding those fees and then when and if they have to cancel the season they will refund then
- City Administrator Murphy shared they will continue to share information as we receive it regarding COVID; hoping to resume in person meetings in June
- Community Development Director Mark Trosen
  - Written Report
- City Clerk Jamie Logan
  - o None

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

- Alderman Shea Bass
  - o None
- Alderman Tom Cleaver
  - o None
- Alderman Bob Headley
  - o None
- Alderman Jayci Stratton
  - o None
- Alderman Nancy Totton
  - o None
- Alderman Yolanda West
  - o None

### ITEM XV: MAYOR REPORT

- Mayor Mike Todd
  - o If you are confused regarding COVID phase I or stay at home orders, we are all in the same boat as things are changing rapidly; social media is updated as fast as we learn information

### ITEM XVI: EXECUTIVE SESSION

None

#### ITEM XIX: ADJOURNMENT

• The meeting adjourned at 7:39 P.M.

Alderman Tom Cleaver Alderman Bob Headley Alderman Jayci Stratton

Alderman Nancy Totton Alderman Yolanda West

### ELECTED OFFICIALS ABSENT



### BOARD OF ALDERMEN MEETING MINUTES Regular Session

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Minutes submitted by:	
Jamie Logan	Date
City Clerk	
Minutes approved by:	
Mike Todd	Date
Mayor	

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
City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Parks and Recreation Director Shannon Davies
Community Development Director Mark Trosen
City Clerk Jamie Logan
City Attorney Jeffrey Deane

City Attorney Kelly St. John

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
ION-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	41.53
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,283.26
			MISSOURI WITHHOLDING	357.38
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00
		HAMPEL OIL INC	CJC FUEL	252.30
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
			AFLAC PRETAX	301.46
			AFLAC-W2 DD PRETAX	166.21
		MIDWEST PUBLIC RISK	DENTAL	162.80
			OPEN ACCESS	569.39
			OPEN ACCESS	203.08
			HSA	253.15
			HSA	1,543.86
			HSA	161.08
			VISION	50.99
			VISION	115.06
			VISION	26.26
		HSA BANK	HSA - GRAIN VALLEY, MO	261.29
			HSA - GRAIN VALLEY, MO	373.01
		SHERIFFS RETIREMENT SYSTEM	APR 2020 SHERIFF RETIREMEN	37.96
		SHARON COSTANZA	FINCH RESTITUTION	150.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	216.67
		HOPE HOUSE	APR 20 DOMESTIC VIOLENCE	52.00
		MO DEPT OF REVENUE	APR 2020 CVC FUNDS	85.56
		MO DEPT OF PUBLIC SAFETY	APR 20 TRAINING FUND	12.00
		ICMA RC	ICMA 457 %	296.33
			ICMA 457	362.30
			ICMA ROTH IRA	67.29
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,487.35
		111214112 12102 0211102	FEDERAL WH	1,208.70
			SOCIAL SECURITY	4,410.04
			SOCIAL SECURITY	440.82
			MEDICARE	1,031.40
			MEDICARE	103.09
			TOTAL:	22,571.17
R/CITY CLERK	GENERAL FUND	IPMA-HR GREATER KC CHAPTER	HOLLAND: IPMA-CP CERT STUD	100.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	157.06
		SAMS CLUB/GECRB	SUPPLIES	36.98
		OFFICE DEPOT	DISPENSER/PAPER/TAPE	2.96
		GUARDIAN MEDICAL LOGISTICS	DRUG TESTING SERVICES	150.00
		CHILDRENS MERCY HOSPITAL & CLINICS	BELLMEYER: SCREENING	188.00
		MIDWEST PUBLIC RISK	DENTAL	34.67
			HSA	231.12
			HSA	322.46
		HSA BANK	HSA - GRAIN VALLEY, MO	100.33
		CONCENTRA MEDICAL CENTERS	SCREENINGS	179.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	110.64
			MEDICARE	25.87
			TOTAL:	1,639.09
NFORMATION TECH	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	4.59
	021,214111 1 0110	MIDWEST PUBLIC RISK	DENTAL	0.56
		HIDMEST LODDIC KISK	HSA	9.21
		HCA DANIV		
		HSA BANK	HSA - GRAIN VALLEY, MO	2.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CDW GOVERNMENT	Replacement PC	991.51
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3.45
			MEDICARE	0.81 1,012.53
				1,012.00
LDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	APRIL SERVICE	125.50
		SAMS CLUB/GECRB	TISSUES	20.98
		WALMART COMMUNITY	SPRAY BOTTLES	15.00
		COMCAST - HIERARCY ACCT	CITY HALL	108.33
			CITY HALL	256.00
		ORKIN	12/18/2017 SERVICE	69.48
		SC REALTY SERVICES SPIRE	Janitorial Services 517 GREGG ST	1,579.05 155.09
		SPIRE		
			624 JAMES ROLLO CT	16.46
			711 S MAIN ST	37.30 2,383.19
				,
ADMINISTRATION	GENERAL FUND	RICOH USA INC	MAILROOM C85162118	93.43
			ADMIN C85162117	45.18
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	338.33
		OFFICE DEPOT	DISPENSER/PAPER/TAPE	29.99
			PENS/INK/STENO PADS/POST I	13.59
		RICOH USA INC	ADMIN C85162117	228.22
		MIDWING DUDI 10 DIGY	MAILROOM C85162118	228.22
		MIDWEST PUBLIC RISK	DENTAL	23.81
			DENTAL	0.91
			OPEN ACCESS	185.65
			HSA	12.54
			HSA	241.28
		HSA BANK	HSA - GRAIN VALLEY, MO HSA - GRAIN VALLEY, MO	62.89
		ZOOM VIDEO COMMUNICATIONS	STANDARD PRO MONTHLY	14.99
		UDEMY ONLINE COURSES	ADOBE INDESIGN CC - ESSENT	15.99
		ODEMI ONEINE COCKOED	ADOBE TRAINING	28.98
		LAUBER MUNICIPAL LAW LLC	ED MATTERS	220.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	268.07
		INIERNAL REVENUE SERVICE	SOCIAL SECURITY	440.82
			MEDICARE	62.68
			MEDICARE	103.10
			TOTAL:	2,661.31
ECAL	CENEDAL BUND	TAUDED MINITOTDAL TAN 110	CITY ATTORNEY	E 222 EA
EGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC MIDWEST PUBLIC RISK	SIEFKER DEDUCTIBLE	5,232.50 1,000.00
		PIDWEST TOBLIC KISK	TOTAL:	6,232.50
INANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	2019 AUDIT	15,000.00
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	229.64
		OFFICE DEPOT	DISPENSER/PAPER/TAPE	13.12
			PENS/INK/STENO PADS/POST I	2.11
		MIDWEST PUBLIC RISK	DENTAL	34.36
			OPEN ACCESS	397.22
			HSA	139.85
		HSA BANK	HSA - GRAIN VALLEY, MO	36.45
		TYLER TECHNOLOGIES INC	CRAIG TRAINING: PAYROLL PR	137.50
			CRAIG TRAININF: FIXED ASSE	137.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	172.49
			MEDICARE	40.34
			TOTAL:	16,341.08
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	144.32
OURT GENERAL FUND	MIDWEST PUBLIC RISK	DENTAL	17.59	
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		MERCHANT SERVICES	APR 20 MONTHLY FEES	25.53
		LAUBER MUNICIPAL LAW LLC	PROSECUTING ATTORNEY	3,272.50
			RH PERSONNEL ISSUE	875.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	170.25
			MEDICARE	39.81
			TOTAL:	4,907.74
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
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	136.12
			MEDICARE	31.84
			TOTAL:	1,054.25
FLEET	GENERAL FUND	CLARKS TOOL & EQUIPMENT	CT-29 CRYO TECH SET	129.95
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	73.33
		ADVANCE AUTO PARTS	OIL FILTER/BRAKE CLEANER	53.28
			HD LATEX X 100	16.71
		OREILLY AUTOMOTIVE INC	HOSE CLAMP	6.20
			HOSE CLAMP/FUEL CLAMPS	10.78
			RAZOR BLADES/WIRE LOOM	22.17
			HOSE 3/4" WR	59.99
		HAMPEL OIL INC	PULSER OPW/WESTERN	430.72
		FASTENAL COMPANY	BLACK FLEX HST	26.33
		MIDWEST PUBLIC RISK	DENTAL	17.84
			HSA	148.52
		HSA BANK	HSA - GRAIN VALLEY, MO	38.71
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.92
			PW/WOLTZ UNIFORMS	6.77
			PW/WOLTZ UNIFORMS	9.84
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	57.25
			MEDICARE TOTAL:	13.39
			IOIAL.	1,131.70
POLICE	GENERAL FUND	RICOH USA INC	PD C85162116	45.04
			PD C85162119	78.12
			PD C85162124	5.14
		GILMORE & BELL PC	EQUIPMENT LEASE PURCHASE A	2,000.00
		MISSOURI LAGERS		3,939.12
			MONTHLY CONTRIBUTIONS	365.35
		SAMS CLUB/GECRB	SUPPLIES	45.96
		WALMART COMMUNITY	PAPER TOWELS	16.26
		OFFICE DEPOT	PENS/INK/STENO PADS/POST I	
			ENVELOPES	6.76
		EAGLE VALLEY AUTOMOTIVE LLC	2016 FORD WHEEL ALIGNMENT	
		VISA-CARD SERVICES 1325	REFUND: COURSE TRAINING CA	
		AMAZON.COM	UMAREX ELITE FORCE AIRSOFT	38.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		OREILLY AUTOMOTIVE INC	DISC PAD SET	168.98
		01.21221 110101101112 1110	INT MANIF ST/SPARK PLUG	41.78
		RICOH USA INC	PD C85162116	228.22
		RICOII ODA INC	PD C85162119	228.22
				32.71
			PD DESK C85162124	
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	907.71
			BULK GASOHOL/DIESEL	131.72
		LEXISNEXIS RISK DATA MGMT INC	APR 2020 MINIMUM COMMITMEN	150.00
		GOODYEAR COMMERCIAL TIRE	3) GY 245/55R18 EAG RSA VS	415.72
		LE UPFITTER LLC	VEHICLE EQUIPMENT	4,223.19
		MIDWEST PUBLIC RISK	DENTAL	211.08
			DENTAL	483.84
			OPEN ACCESS	720.78
			OPEN ACCESS	1,564.10
			OPEN ACCESS	688.35
			HSA	949.58
			HSA	3,165.14
				4,370.87
			HSA	•
			HSA	549.59
		HSA BANK	HSA - GRAIN VALLEY, MO	825.00
			HSA - GRAIN VALLEY, MO	1,000.00
		MO DEPT OF REVENUE	2018 CHEV TAG RENEWAL	65.61
		METRO FORD	TUBE	172.50
			BOLTS	14.66
		GO CAR WASH MANAGEMENT CORP	APR CAR WASHES	72.00
		EVIKE	REPLACEMENT FRONT SITES	37.99
		COUNTY LINE AUTO PARTS	2) 2016 EXPLORER WHEEL	120.00
			2016 EXPLORER WHEEL	60.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,020.47
			MEDICARE	706.41
		JACKSON COUNTY MGR OF FINANCE	DISPATCH SERVICES	8,157.20
		MOLLE CHEVROLET INC	CONNECTORS TOTAL:	89.32 40,201.82
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	98.50
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	31.73
		MIDWEST PUBLIC RISK	OPEN ACCESS	360.39
		OAK GROVE ANIMAL CLINIC	BOARDING	915.00
			VET CARE	528.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	77.30
			MEDICARE	18.08
				=
			TOTAL:	2,029.00
PLANNING & ENGINEERI	ING GENERAL FUND	MISSOURI LAGERS		
PLANNING & ENGINEERI	NG GENERAL FUND		MONTHLY CONTRIBUTIONS	513.13
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB	MONTHLY CONTRIBUTIONS SUPPLIES	513.13 44.71
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT	MONTHLY CONTRIBUTIONS SUPPLIES PENS	513.13 44.71 21.78
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL	513.13 44.71 21.78 32.60
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL	513.13 44.71 21.78 32.60 48.15
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL DENTAL	513.13 44.71 21.78 32.60 48.15 10.11
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL	513.13 44.71 21.78 32.60 48.15 10.11
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL DENTAL	513.13 44.71 21.78 32.60 48.15 10.11
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL DENTAL OPEN ACCESS	513.13 44.71 21.78 32.60 48.15 10.11 103.25
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL DENTAL OPEN ACCESS HSA	513.13 44.71 21.78 32.60 48.15 10.11 103.25 787.63
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC MIDWEST PUBLIC RISK	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL DENTAL OPEN ACCESS HSA HSA	513.13 44.71 21.78 32.60 48.15 10.11 103.25 787.63 78.24
PLANNING & ENGINEERI	ING GENERAL FUND	SAMS CLUB/GECRB OFFICE DEPOT HAMPEL OIL INC MIDWEST PUBLIC RISK	MONTHLY CONTRIBUTIONS SUPPLIES PENS BULK GASOHOL/DIESEL DENTAL DENTAL OPEN ACCESS HSA HSA HSA - GRAIN VALLEY, MO	513.13 44.71 21.78 32.60 48.15 10.11 103.25 787.63 78.24 205.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY MEDICARE	394.00 92.17
			TOTAL:	2,526.11
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.36
ON-DEPARTMENTAL		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	410.99
			MISSOURI WITHHOLDING	71.48
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.29
		MISCELLANEOUS	BETH CEARNAL:	50.00
			RUTH LERNO:	50.00
			PATRICK BRINTON:	100.00
		MIDWEST PUBLIC RISK	DENTAL	30.95
			OPEN ACCESS	22.35
			HSA	312.00
			HSA	17.53
			VISION	15.48
			VISION	12.11
			VISION	1.08
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		Holl Black	HSA - GRAIN VALLEY, MO	46.80
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	195.00
		ICMA RC	ICMA 457 %	171.72
		10111 10	ICMA 457	536.54
			ICMA ROTH IRA	46.88
			ICMA ROTH IRA	3.40
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,110.01
		INTERNAL REVENUE SERVICE	FEDERAL WH	241.74
			SOCIAL SECURITY	766.45
			SOCIAL SECURITY	88.16
			MEDICARE	179.27
			MEDICARE	20.62
			TOTAL:	4,821.74
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	526.56
1		OFFICE DEPOT	DISPENSER/PAPER/TAPE	38.98
			PENS/INK/STENO PADS/POST I	
		COMCAST - HIERARCY ACCT	CITY HALL	18.66
			CITY HALL	50.43
			TYER	124.85
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	197.05
		MIDWEST PUBLIC RISK	DENTAL	3.36
			DENTAL	82.58
			OPEN ACCESS	34.95
			OPEN ACCESS	76.97
			HSA	995.81
			HSA	54.90
			HSA	60.39
		HSA BANK	HSA - GRAIN VALLEY, MO	14.31
			HSA - GRAIN VALLEY, MO	219.41
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	379.29
		<del></del>	SOCIAL SECURITY	88.16
			MEDICARE	88.71
				20.62
			MEDICARE MEDICARE	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	3,087.75
PARKS STAFF	PARK FUND	CLARKS TOOL & EQUIPMENT	10PC TAMPER RESISTANT FOLD	31.80
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	375.92
		ADVANCE AUTO PARTS	BRAKE PAD/PAINTED ROTOR/CO	381.14
		AMAZON.COM	TRAIL POND DYE	189.00
		OREILLY AUTOMOTIVE INC	HYD FILTER	15.81
		HOME DEPOT CREDIT SERVICES	BEACON LIGHT ROPE	35.96
		MIDWEST PUBLIC RISK	DENTAL	35.18
			DENTAL	34.56
			HSA	474.79
			HSA	575.48
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
			HSA - GRAIN VALLEY, MO	100.00
		SPIRE	600 BUCKNER TARSNEY	53.03
		OI IN	624 JAMES ROLLO CT	8.22
		COLONIAL NURSERY	FIELD 4 DRAINAGE	99.98
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY MEDICARE	279.36 65.34
			TOTAL:	2,905.57
DODDA MILON	DADK BUND	DDOMBOR MY MINICEDY II.C	MEDIEN DIMIDIE	140.00
ECREATION	PARK FUND	PROTECT MY MINISTRY LLC	VERITY BUNDLE	149.00
		211111 VOTTON DECEMBED TV2	VERITY BUNDLE	50.00
		SWANK MOTION PICTURES INC	ABOMINABLE MOVIE IN THE PA TOTAL:	664.00
OMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	APRIL SERVICE	65.00
		RICOH USA INC	COMM CTR C85162114	14.72
		KICON ODN INC	COMM CTR C85162123	1.96
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	138.38
		OFFICE DEPOT	PENS/INK/STENO PADS/POST I	
		COMCAST - HIERARCY ACCT	COMM CENTER	198.90
		AMAZON.COM	FACE MASKS	105.98
		APIAZON, COP		
		AUDUODIZE NED	SAFETY FACE SHIELD  APR SIGNUPS	105.97 29.70
		AUTHORIZE.NET		
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		MIDWEST PUBLIC RISK	DENTAL	17.59
			HSA	287.74
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		SPIRE	713 S MAIN ST	150.55
			713 S MAIN ST A	35.27
		REWIND FITNESS LLC	AB CRUNCH MACHINE REPAIR	
		MEYER LABORATORY INC	JANITORIAL SUPPLIES	273.62
		MERCHANT SERVICES	APR 20 MONTHLY FEES	48.60
			APR 20 MONTHLY FEES	4.08
		RESTLESS SPIRITS DISTILLING COMPANY	HANDSANITIZER	60.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	107.80
			MEDICARE TOTAL:	25.22 2,340.97
				·
OOL	PARK FUND	GUIER FENCE INC	POOL FENCE REPAIR	39.28
		AMAZON.COM	POOL DRINKING FOUNTAIN DRA	
		NEENAN COMPANY	POOL RESTROOM FAUCET	
			POOL PLUMBING PARTS	98.99
		MIDWEST POOL MANAGEMENT	Pool Management Services	14,820.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	15,243.32
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	145.55
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	17.31
		HISHEDI TOBBIO KIBK	OPEN ACCESS	25.23
			OPEN ACCESS	26.49
			HSA	60.44
			HSA	72.52
			HSA	76.47
			VISION	3.10
			VISION	1.33
			VISION	2.19
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	14.94
			HSA - GRAIN VALLEY, MO	79.01
		ICMA RC	ICMA 457 %	26.47
			ICMA 457	16.50
			ICMA ROTH IRA	30.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	407.76
			SOCIAL SECURITY	289.44
			MEDICARE	67.69
			TOTAL:	1,410.67
TRANSPORTATION	TRANSPORTATION	CARTER WATERS	K SATUROCK PREMIUM	268.50
			K SATUROCK PREMIUM	89.50
		RICOH USA INC	PW C85162113	11.83
		GARY S KLEOPPEL	GARAGE DOOR REPAIR PW	142.00
		FELDMANS FARM & HOME	RATCHET LOAD BINDER/SLIP H	37.58
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	399.70
		SAMS CLUB/GECRB	SUPPLIES	9.94
		ADVANCE AUTO PARTS	ACID CORE SOLDER/HEAT SHRI	1.78
			SILICONE LUBE	2.38
			QD ELECTRONIC CLNR	2.03
		BLUE TARP FINANCIAL	PROFESSIONAL HOSE/DRIVER S	35.78
		CUES	PIGTAIL, 12PIN, MALE, W/FEM	49.01
		COMCAST - HIERARCY ACCT	CITY HALL	12.13
			CITY HALL	34.12
			PW	22.67
			PW	35.29
			PW	62.53
		MOBILFONE	02/25-02/24/2021	72.23
		AMAZON.COM	TRUCK EXT DRINK CUP HOLDER	9.98
		OREILLY AUTOMOTIVE INC	SOLDER-FLUX/TOOL	2.70
			ENGINE PAINT/PAINT	6.20
			AIR/FUEL/OIL FILTER	57.88
		ORKIN	12/18/2017 SERVICE	5.95
			MAY SERVICE	11.63
		VANCE BROTHERS INC	FINE MIX	70.00
			FINE MIX	140.00
		RICOH USA INC	PW C85162113	45.64
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	146.16
		RHOMAR INDUSTRIES INC	CLEANER & PROTECTOR	2,197.25

DEPARTMENT	FUND	VENDOR NAME		DESCRIPTION		<u>AMOUNT</u>
		FASTENAL COMPAN	Y	AG-JOBBER		1.85
			_	NEMESIS BX/B EYE	WEAR	32.14
				GLOVES	WEAK	4.63
		HOME DEPOT CRED	TT CEDVITCES	CLAW HAMMER/TRU-	חגים החסביע ווומ	5.34
		MIDWEST PUBLIC		DENTAL	DLU INKEAD	13.91
		MIDWEST TOBLIC	KISK			
				DENTAL ACCESS		65.40
				OPEN ACCESS		118.92
				OPEN ACCESS		72.08
				OPEN ACCESS		103.25
				HSA		284.88
				HSA		169.87
				HSA		249.77
				HSA		298.08
		HSA BANK		HSA - GRAIN VALL	•	29.27
				HSA - GRAIN VALL		154.24
		SPIRE		405 JAMES ROLLO		27.82
				624 JAMES ROLLO	CT	16.46
				711 S MAIN ST		3.20
				618 JAMES ROLLO	CT	8.14
		JOHN DEERE FINA	NCIAL	NIPPLE 2 MPT X 2	MPT	0.99
		CDW GOVERNMENT		Replacement PC		198.31
		CINTAS CORPORAT	ION # 430	PW/WOLTZ UNIFORM	S	33.19
				PW/WOLTZ UNIFORM	S	19.76
				PW/WOLTZ UNIFORM	S	26.21
		SUMMIT TRUCK GR	OUP	FITTING		7.18
				TUBE FORMED FUEL		22.83
		INTERNAL REVENU	E SERVICE	SOCIAL SECURITY		289.43
				MEDICARE		67.70
					TOTAL:	7,021.47
PUBLIC HEALTH	PUBLIC HEALTH	OATS		2020 MAR OATS		<u> 157.17</u>
						157.17
				,	TOTAL:	137.17
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPA	L LAW LLC	VILLAGE OF GV TI		
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPA	L LAW LLC	VILLAGE OF GV TI		302.50 302.50
NON-DEPARTMENTAL	MKT PLACE TIF-PR#2	LAUBER MUNICIPA	L LAW LLC	VILLAGE OF GV TI	F	302.50
				VILLAGE OF GV TI	F	302.50 302.50
	MKT PLACE TIF-PR#2			VILLAGE OF GV TI	F TOTAL:	302.50 302.50 2,925.00
				VILLAGE OF GV TI	F	302.50 302.50
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &	CO PC	VILLAGE OF GV TI	F TOTAL: TOTAL:	302.50 302.50 2,925.00 2,925.00
NON-DEPARTMENTAL		TROUTT BEEMAN &	CO PC	VILLAGE OF GV TI 2019 AUDIT  KC EARNINGS TAX	F TOTAL: TOTAL:	302.50 302.50 2,925.00 2,925.00
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &	CO PC	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL	F TOTAL:  TOTAL:  WH DING	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE	CO PC URER NUE	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL MISSOURI WITHHOL	F TOTAL:  TOTAL:  WH DING DING	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT	CO PC URER NUE	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE	F TOTAL:  TOTAL:  WH DING DING	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE	CO PC URER NUE	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET.  10-214510-01	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER  NUE  PAYMENT CENTER  AYERS, ADA  HYLTON, CHRISTINA	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET.  10-214510-01  10-223600-01	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA HYLTON, CHRISTINA COX, CHRISTI	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET.  10-214510-01  10-223600-01  10-2240600-08	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 65.54
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA HYLTON, CHRISTINA COX, CHRISTI POPE, KELLY	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL MISSOURI WITHHOL DZEKUNSKAS CASE AFLAC PRETAX AFLAC-W2 DD PRET. 10-214510-01 10-223600-01 10-240600-08 10-241800-02	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 65.54 40.40
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA HYLTON, CHRISTINA COX, CHRISTI POPE, KELLY MYRES, J. R	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL MISSOURI WITHHOL DZEKUNSKAS CASE AFLAC PRETAX AFLAC-W2 DD PRET. 10-214510-01 10-223600-01 10-223600-01 10-241800-02 10-252700-05	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 65.54 40.40 83.16
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA HYLTON, CHRISTINA COX, CHRISTI POPE, KELLY MYRES, J. R DYER, JAMIE	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL MISSOURI WITHHOL DZEKUNSKAS CASE AFLAC PRETAX AFLAC-W2 DD PRET. 10-214510-01 10-223600-01 10-240600-08 10-241800-02 10-252700-05 10-319500-06	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 65.54 40.40 83.16 15.54
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER  NUE  PAYMENT CENTER  AYERS, ADA  HYLTON, CHRISTINA  COX, CHRISTI  POPE, KELLY  MYRES, J. R  DYER, JAMIE  BELLOMY, JUDY	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET.  10-214510-01  10-223600-01  10-240600-08  10-241800-02  10-252700-05  10-319500-06  10-351500-06	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 65.54 40.40 83.16 15.54 78.06
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA HYLTON, CHRISTINA COX, CHRISTI POPE, KELLY MYRES, J. R DYER, JAMIE	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL MISSOURI WITHHOL DZEKUNSKAS CASE AFLAC PRETAX AFLAC-W2 DD PRET. 10-214510-01 10-223600-01 10-240600-08 10-241800-02 10-252700-05 10-319500-06	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 40.40 83.16 15.54 78.06 83.67
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER  NUE  PAYMENT CENTER  AYERS, ADA  HYLTON, CHRISTINA  COX, CHRISTI  POPE, KELLY  MYRES, J. R  DYER, JAMIE  BELLOMY, JUDY	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET.  10-214510-01  10-223600-01  10-240600-08  10-241800-02  10-252700-05  10-319500-06  10-351500-06	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 65.54 40.40 83.16 15.54 78.06
	MKT PL CID-PR2 SAL	TROUTT BEEMAN &  KCMO CITY TREAS  MO DEPT OF REVE  FAMILY SUPPORT  AFLAC	CO PC  URER NUE  PAYMENT CENTER  AYERS, ADA HYLTON, CHRISTINA COX, CHRISTI POPE, KELLY MYRES, J. R DYER, JAMIE BELLOMY, JUDY JACOBS, LINDA	VILLAGE OF GV TI  2019 AUDIT  KC EARNINGS TAX MISSOURI WITHHOL  MISSOURI WITHHOL  DZEKUNSKAS CASE  AFLAC PRETAX  AFLAC-W2 DD PRET.  10-214510-01  10-223600-01  10-223600-01  10-2240600-08  10-241800-02  10-252700-05  10-319500-06  10-363600-08	F TOTAL:  TOTAL:  WH DING DING 41452523	302.50 302.50 2,925.00 2,925.00 8.43 1,011.26 285.91 120.00 36.15 88.56 33.67 15.54 40.40 83.16 15.54 78.06 83.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		GAUGER, WILLIAM	10-474240-01	19.93
		WINDSOR, MICHAEL	10-503310-04	33.67
		REGENCY HOMES LLC	10-503820-09	65.54
		EVANS, MELISSA	10-505560-07	15.41
		RC LIERMAN & SON TRA	10-822431-02	64.22
		BENNETT, COURTNEY	10-830790-06	65.54
		PITTMAN, JACK R.	10-850360-03	33.67
		,	MARK CLARK:	30.00
		MIDWEST PUBLIC RISK	DENTAL	108.49
		HISHEOT TOBBIG KICK	OPEN ACCESS	100.90
			OPEN ACCESS	89.38
			OPEN ACCESS	123.61
			HSA	280.98
			HSA	541.45
			HSA	467.45
			VISION	12.38
			VISION	9.86
			VISION	13.07
			VISION	24.06
		HSA BANK	HSA - GRAIN VALLEY, MO	108.76
			HSA - GRAIN VALLEY, MO	431.18
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	159.99
		ICMA RC	ICMA 457 %	198.54
			ICMA 457	187.16
			ICMA ROTH IRA	144.31
		THERDIAL DEVENUE CEDVICE		
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,005.20
			FEDERAL WH	966.96
			SOCIAL SECURITY	1,958.79
			SOCIAL SECURITY	352.66
			MEDICARE	458.10
			MEDICARE TOTAL:	82.48_ 12,174.64
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	APRIL SERVICE	62.75
		PEREGRINE CORPORATION	20 BILL PRINT & MAIL	437.31
			20 BILL PRINT & MAIL	83.34
		RICOH USA INC	PW C85162113	23.66
			CD C85162115	19.79
		GARY S KLEOPPEL	GARAGE DOOR REPAIR PW	
		FELDMANS FARM & HOME	RATCHET LOAD BINDER/SLIP H	
		CITY OF INDEPENDENCE UTILITIES	21542CCF 03/16-04/16	
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,333.33
		SAMS CLUB/GECRB	SUPPLIES	19.88
		ADVANCE AUTO PARTS	ACID CORE SOLDER/HEAT SHRI	
			SILICONE LUBE	4.78
			QD ELECTRONIC CLNR	4.04
		BLUE TARP FINANCIAL	PROFESSIONAL HOSE/DRIVER S	71.57
		VANCO SERVICES LLC	APR 2020 GATEWAY ES20605	74.50
		OFFICE DEPOT	PENS/INK/STENO PADS/POST I	4.48
		COMCAST - HIERARCY ACCT	CITY HALL	21.91
			CITY HALL	58.60
			PW	45.34
			PW	50.01
			FW	
		MOBILFONE	PW	100.01
		MOBILFONE AMAZON.COM		100.01 144.48

COUNCIL REPORT PAGE: 10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		OREILLY AUTOMOTIVE INC	SOLDER-FLUX/TOOL	5.39
			ENGINE PAINT/PAINT	12.38
			AIR/FUEL/OIL FILTER	115.75
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	20,261.60
			DEBT	63,231.27
		ORKIN	12/18/2017 SERVICE	11.91
			MAY SERVICE	23.26
		MISSOURI ONE CALL SYSTEM INC	APR 353 LOCATES	441.25
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	87.50
		RICOH USA INC	PW C85162113	91.29
			CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	292.30
		FASTENAL COMPANY	AG-JOBBER	3.72
			NEMESIS BX/B EYEWEAR	64.28
			GLOVES	9.25
		UTILITY SERVICE CO INC	ANNUAL SERVICE CONTRACT	28,515.07
			ANNUAL SERVICE CONTRACT	3,415.66
		HOME DEPOT CREDIT SERVICES	CLAW HAMMER/TRU-BLU THREAD	10.69
		MIDWEST PUBLIC RISK	DENTAL	43.07
			DENTAL	205.38
			OPEN ACCESS	237.86
			OPEN ACCESS	214.06
			OPEN ACCESS	153.93
			OPEN ACCESS	240.93
			HSA	662.21
			HSA	663.06
			HSA	932.50
			HSA	911.03
		HSA BANK	HSA - GRAIN VALLEY, MO	142.83
			HSA - GRAIN VALLEY, MO	454.58
		SC REALTY SERVICES	Janitorial Services	95.70
		DEVELOPERS HELPERS LLC	TOP SOIL	154.00
		SPIRE	405 JAMES ROLLO DR	55.62
			624 JAMES ROLLO CT	20.55
			711 S MAIN ST	6.39
			618 JAMES ROLLO CT	
		CORE & MAIN LP	EPOXY W/304SS STRAPS	250.64
			#92 WAAT HYD GASKET LIPPED	
		JOHN DEERE FINANCIAL	NIPPLE 2 MPT X 2 MPT	2.00
		CDW GOVERNMENT	Replacement PC	396.60
			Meter read PC	379.23
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	66.39
			PW/WOLTZ UNIFORMS	39.51
			PW/WOLTZ UNIFORMS	52.42
		MERCHANT SERVICES		1,093.46
				1,316.89
		TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATI	
			MAY 20 MONTHLY FEES	97.00
		UMB BANK NA	GV13 WW & SS RFDG SRS 2013	
		SUMMIT TRUCK GROUP	FITTING	14.37
			TUBE FORMED FUEL	45.64
		NEPTUNE TECHNOLOGY GROUP INC	STRAINER/MEASUR CHMBRASY/C	
				2,912.29
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	979.38
			SOCIAL SECURITY	176.33
			MEDICARE	229.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	41.24
			TOTAL:	166,769.18
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	APRIL SERVICE	62.75
		PEREGRINE CORPORATION	20 BILL PRINT & MAIL	437.31
			20 BILL PRINT & MAIL	83.35
		RICOH USA INC	PW C85162113	23.66
			CD C85162115	19.79
		GARY S KLEOPPEL	GARAGE DOOR REPAIR PW	284.00
		FELDMANS FARM & HOME	RATCHET LOAD BINDER/SLIP H	75.18
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,333.29
		SAMS CLUB/GECRB	SUPPLIES	19.88
		ADVANCE AUTO PARTS	ACID CORE SOLDER/HEAT SHRI	3.57
			SILICONE LUBE	4.78
			QD ELECTRONIC CLNR	4.04
		BLUE TARP FINANCIAL	PROFESSIONAL HOSE/DRIVER S	71.57
		VANCO SERVICES LLC	APR 2020 GATEWAY ES20605	74.50
		OFFICE DEPOT	PENS/INK/STENO PADS/POST I	
		CUES	PIGTAIL,12PIN, MALE, W/FEM	
			POLE ASSY, RETREIVAL/DOWNH	192.20
		COMCAST - HIERARCY ACCT	CITY HALL	21.91
			CITY HALL	58.60
			PW	45.34
			PW	50.01
			PW	100.01
		MOBILFONE	02/25-02/24/2021	144.48
		AMAZON.COM	TRUCK EXT DRINK CUP HOLDER	19.96
		OREILLY AUTOMOTIVE INC	SOLDER-FLUX/TOOL	5.39
			ENGINE PAINT/PAINT	12.38
		ODVIN	AIR/FUEL/OIL FILTER	115.75
		ORKIN	12/18/2017 SERVICE	11.91
		DITTE CODINGS WINDAMED CO	MAY SERVICE	23.27 422.85
		BLUE SPRINGS WINWATER CO	TRI-VIEW MARKING POST/TRI	
		STEVEN SMITH RICOH USA INC	2500) #10 WINDOW ENVELOPES PW C85162113	87.50 91.29
		RICON USA INC	CD C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	292.30
		FASTENAL COMPANY	AG-JOBBER	3.72
		FASTENAL COMPANT	NEMESIS BX/B EYEWEAR	64.28
			GLOVES	9.25
		HOME DEPOT CREDIT SERVICES	CLAW HAMMER/TRU-BLU THREAD	10.69
		MIDWEST PUBLIC RISK	DENTAL	43.04
		HIBMEOT TOBLIC KICK	DENTAL	205.39
			OPEN ACCESS	237.86
			OPEN ACCESS	214.04
			OPEN ACCESS	153.93
			OPEN ACCESS	240.92
			HSA	662.18
			HSA	663.08
			HSA	932.52
			HSA	911.01
		HSA BANK	HSA - GRAIN VALLEY, MO	142.85
			HSA - GRAIN VALLEY, MO	454.56
		SC REALTY SERVICES	Janitorial Services	95.70
		SPIRE	405 JAMES ROLLO DR	55.65

DEPARTMENT FUND VENDOR NAME

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DESCRIPTION AMOUNT

			711 S MAIN ST	6.40
			618 JAMES ROLLO CT	16.29
		JOHN DEERE FINANCIAL	NIPPLE 2 MPT X 2 MPT	2.00
		CDW GOVERNMENT	Replacement PC	396.60
			Meter read PC	379.24
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	66.39
			PW/WOLTZ UNIFORMS	39.51
			PW/WOLTZ UNIFORMS	52.42
		MERCHANT SERVICES	APR 20 MONTHLY FEES	1,093.47
			APR 20 MONTHLY FEES	1,316.90
		TYLER TECHNOLOGIES INC	UTILITY BILLING NOTIFICATI	65.50
			MAY 20 MONTHLY FEES	97.00
		UMB BANK NA	GV13 WW & SS RFDG SRS 2013	159.00
		SUMMIT TRUCK GROUP	FITTING	14.37
			TUBE FORMED FUEL	45.64
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	979.42
			SOCIAL SECURITY	176.33
			MEDICARE	229.05
			MEDICARE	41.23
			TOTAL:	14,756.47
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	14.99
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	158.81
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	149.90
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	44.97
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	1,638.67

\* REFUND CHECKS \*

<u>DEPARTMENT</u>	FUND	VENDOR NAME	DESCRIPTION	<u>AMOUNT</u>
NON-DEPARTMENTAL	WATER/SEWER FUND	BASINGER, DIANA	US REFUNDS	100.00
		PASSLER, MAXWELL	US REFUNDS	14.62
		BARNES, ANDREA	US REFUNDS	68.93
		DEVORE, JENNIFER	US REFUNDS	38.00
		ODELL, REBEKAH	US REFUNDS	5.35
			TOTAL:	2,234.24

====	FUND TOTALS	
100	GENERAL FUND	104,691.49
200	PARK FUND	29,063.35
210	TRANSPORTATION	8,432.14
230	PUBLIC HEALTH	157.17
300	MKT PLACE TIF-PR#2	302.50
321	MKT PL CID-PR2 SALES/USE	2,925.00
600	WATER/SEWER FUND	193,927.19
999	POOLED CASH FUND	2,007.34
	GRAND TOTAL:	341,506.18

TOTAL PAGES: 13

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C O U N C I L R E P O R T PAGE: 14

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY

VENDOR: All CLASSIFICATION: All All BANK CODE:

ITEM DATE: 5/02/2020 THRU 5/15/2020

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: COUNCIL REPORT

SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES INCLUDE OPEN ITEM:YES

### THE VILLAGE OF GRAIN VALLEY COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE VILLAGE OF GRAIN VALLEY COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING A SLATE OF TWO DIRECTORS TO BE SUBMITTED TO THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF GRAIN VALLEY, MISSOURI FOR APPOINTMENT AND CONSENT TO APPOINTMENT TO THE BOARD OF DIRECTORS OF THE DISTRCT.

WHEREAS, the Board of Directors of the District desires to recommend for approval for appointment by the Mayor of the City of Grain Valley, and the consent thereto by the Board of Alderman of the City of Grain Valley, two successor District Board Members in accordance with the District's Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District as follows:

1. That the Board recommends re-appointment of Board Member Andrew Herman, whose initial term has expired, and the appointment of new Board Member Steven Craig, to replace former Board Member Cathy Bowden, and asking that such persons be appointed by the Mayor and consented to by the Board of Aldermen as Successor Directors of the District Board, each to a four year term.

This resolution shall take effect immediately.

Adopted this 30th day of April, 2020.

Harold Robert Herman, Jr., Chairman

ATTEST:

Nancy Herman, Secretary

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## Ordinances

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM		
MEETING DATE	5/11/2020, 5/27/2020	
BILL NUMBER	B20-09	
AGENDA TITLE	AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 3.1 ACRES FROM DISTRICT C-2 (GENERAL BUSINESS) TO DISTRICT M-1 (LIGHT INDUSTRIAL).	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT DEPARTMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	[] Yes [X] No
PURPOSE	To allow custom manufacturing	
BACKGROUND	AvidAir International has been in business for over 28 years in Lee's Summit, Missouri. Mr. Craig Rookstool wishes to move business to Grain Valley. AvidAir has been successful in overhauling and repairing compressor case assemblies in aircraft helicopters.	
SPECIAL NOTES	The surrounding property is zoned District M-1. In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be Business Park. The rezoning and proposed land use would be consistent with the character and intent of the preferred land use plan for the City.	
ANALYSIS	Please refer to Staff Report	
PUBLIC INFORMATION PROCESS	Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the rezoning area were notified by letter.	

BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission held a public hearing on Wednesday, March 11, 2020. The Commission unanimously recommended approval on the change of zoning
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Application, Project Narrative, Staff Report, Article, Certificate of Survey, Aerial Map

STATE OF MISSOURI

BILL NO. *B20-09* 

May 11, 2020 (6-0)

### AN ORDINANCE CHANGING THE ZONING ON APPROXIMATELY 3.1 ACRES FROM DISTRICT C-2 (GENERAL BUSINESS) TO DISTRICT M-1 (LIGHT INDUSTRIAL).

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

**WHEREAS,** a public hearing was held on March 11, 2020 in which the Planning and Zoning Commission unanimously recommended approval of the zoning change to District M-1 (Light Industrial) on approximately 3.1 acres generally located north of R.D. Mize Road on the west side of the intersection of Pavilion Drive and Golfview Drive, aka 1206 Pavilion Drive; and

**WHEREAS,** a public hearing concerning said matter was held at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on April 13, 2020; and

**WHEREAS,** in reviewing the City's 2014 Comprehensive Plan, the proposed rezoning and preliminary development plan would be consistent with the character and intent of the long-range land use plan; and

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

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

**SECTION 1:** The zoning for the property generally described below is hereby established as District M-1 (Light Industrial):

### Legal Description:

Commencing at the Southwest Corner of the Southeast Quarter of Section 28, Township 49, Range 30, in Blue Springs, Jackson County, Missouri; Thence along the west line of the Southeast Quarter of said Section 28, North 00 Degrees 43 Minutes 33 Seconds West (This Bearing and All Following Bearings Being Based On The Centerline of Survey For Interstate Highway 70 As having A Bearing Of North 83 Degrees 29 Minutes 15 Seconds West), 287.97 feet to a point; Thence North 89 Degrees 58 Minutes 45 Seconds East, 916.83 Feet To A Point of the East Line of Blue Springs City Limits, Said Point Being On The West line of Grain Valley City Limits and the Point Of Beginning; Thence Along The West City Limits Line of Grain Valley, North 00 Degrees 06 Minutes 06 Seconds West, 215.62 Feet; Thence Continuing Along

Said City Limits Line, North 30 Degrees 15 Minutes 26 Seconds West, 74.39 Feet; Thence Continuing Along Said City Limits Line, North 05 Degrees 59 Minutes 32 Seconds East, 307.45 Feet To A Point On The Southerly Right Of Way Line of Interstate Highway 70, As Now Established; Thence Along the Southerly Right Of Line, South 83 Degrees 29 Minutes 15 Seconds East 233.34 Feet To A Point On The East Line Of The West 70 Acres Of The Southeast Quarter Of Said Section 28; Thence South, Along The East Line Of The West 70 Acres of the Southeast Quarter Of Said Section 28, South 00 Degrees 31 Minutes 38 Seconds East, 599.12 Feet; Thence South 89 Degrees 58 Minutes 45 Seconds West, 231. 21 Feet To The Point Of Beginning. AKA 1206 Pavilion Drive.

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

Read two times and PASSED by the Board and nay votes being recorded as follows:	oard of Aldermen thisday of, <u>2020</u> , the ayes:		
ALDERMAN BASS ALDERMAN HEADLEY ALDERMAN TOTTON	ALDERMAN CLEAVER ALDERMAN STRATTON ALDERMAN WEST		
Mayor (in the event of a tie only)			
Approved as to form:			
Lauber Municipal Law City Attorney	Mike Todd Mayor		
ATTEST:			
Jamie Logan City Clerk			



711 Main Street Grain Valley, MO 64029 816.847.6220 816.847.6206 fax www.cityofgrainvalley.org

PLANNING & ZONING APPLICATION

PROJECT INFORMATION			
Location: 1206 N.PAVILION			
1206411 AVILION			
Subdivision: Lot #: Zoning District:			
Description of Request:Lot #:Zoning District:  Description of Request:Lot #:Zoning District:			
Description of Request: CHAUGE CZ TO	IVI	7	
APPLICANT INFORMATION			
Name:			
CR AGRASPACE 11	C	NRA AUIDHIR JANTERNATIONAL	
Company: C/ //E/COJ/1) CZ, CC		1 C 11/1/3	
Address 212 NE MAIN ST. Va	117	DBA AVIDAIR FAITERNATIONSC D LEES SUMMIT, MO 64063	
Telephone: 816-246-4527 Fax: 816-246-534/ Property Owner: DISCOVERY CHURCH &		CRAVA ALUNA DE CARA	
Telephone: 816-246-932 Fax: 816-276-3347	E-mail	CRAILE AVIDATA.COM	
DISCOULARY CHURCH	56	BINE SPRINGS	
Property Owner:			
Additional Contact(s):		1	
100 April 1 (Marting 100 100 April 1			
Type of Application: Check Type & Submit Corresponding		Submittal Requirement List:	
Regulrements	4	Legal description of subject property	
Rezoning 1 • 2 • 5 • 10 • 11 • 14	2	Map depicting general location of site	
Ordinance Amendment 10	3	Summary Site Analysis depicting current character of site	
Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	4	Preliminary Plat (3 full size copies)	
Temporary Use Permit 2 • 10 • 14	5	Preliminary Plat (5 full size copies)  Preliminary Plat (5 full size copies)	
Preliminary Plat 1 = 3 = 4 = 14	6	Final Plat (6 copies)	
Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	7	Final Development/ Site Plan (6 copies)	
Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	8	Landscaping Plan (6 copies)	
Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	9	Building Elevations (6 copies)	
Site Plan 1 • 7 • 8 • 9 • 12• 14 • 15	10	Written description of the proposal	
Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	11	List of property owners within 185 feet	
Future Land Use Map (Refer to page 9)		Construction plans for all public works	
	12	improvements (6 copies)	
Note:	13	Copies of tax certificates from City and County	
Include at least one 8 ½ x 11 copy of all	14	Proof of ownership or control of property (deed,	
drawings	14	contract, lease) or permission from property owner	
and plans will all applications.	15	Off-site easements if necessary	
and plans will all applications.	16	Survey of vacation area	
	17	Utility Comment Form - City will provide form	
	1 17		
[Note: Applications must be completed in their entirety and all sub	wittal v	equirements must be submitted at the time the	
[Note: Applications must be completed in their entirely and all sub- application is submitted. Additional submittals may be requested as	nnan r	ded for in the Grain Valley City Code.	
application is submitted. Additional submittals may be requested as	provi	ted for in the Grain railey only courty	
The applicant hereby, agrees that all information is provided as req	uired v	with this application and the City	
Code:		1/25/2020	
	ei e	1/25/2020	
Applicant's Signature		Date	
		D. /	
Applicant's Signature		Date	
Visit			



February 05, 2020

Mark Trosen
City of Grain Valley
711 S. Main Street
Grain Valley, MO 64029

AvidAir International seeks to change the current zoning of 1206 N. Pavilion, Grain Valley, MO 64029 from C2 to M1 for conducting business activities. These business activities have been in progress for over 28 years in Downtown Lee's Summit, Mo at 212 NE Main Street, which is zoned as Planned Industrial (PI). The AvidAir business has been successfully engaged in the business of overhauling and repairing compressor case assemblies for the Rolls-Royce Model 250 Series I (250-C18) and the Series II which includes C20, C20B, C20C (T63-720), C20F, C20J and C20W. The overhaul work is accomplished in accordance with the Rolls-Royce 10W3 Overhaul Manual and other FAA and EASA Accepted process specification data. (See attachment for details)

AvidAir has grown to successfully supply compressor case overhauls to all types of customers world-wide which includes but is not limited to:

- Emergency Medical Services (EMS) Fleets
- Army Fleet Support
- Agriculture Fleets
- Airborne Law Enforcement
- Sightseeing Tour Companies
- Engine Overhaul Shops

AvidAir International has its own in house Okuma CNC Machining center, Charmilles EDM center, Trimos Vertical III measuring system and a Romer / CimCore CMM along with the full complement of lathe and machining tools one would expect to find in a well-suited shop. Other process equipment would include multiple Empire and Zero Blast Cabinets, Sullaire Rotary Air Compressor with air treatment technology, Sulzer Metco Metal Spray equipment, Grieve Process Oven, Cincinnati Sub-Zero temperature chamber, 2 each Delta process ovens, 2 each Delta Thermal Cycle test chambers as well as environmentally controlled dust hoods and work chambers.

Respectfully submitted,

Craig Rookstool

# Community Development Mark Trosen, Director

BOA Staff Report Craig Rookstool – CR Aerospace, LLC April 13, 2020

# **ACTION:**

CR Aerospace, LLC dba AvidAir International is requesting a change of zoning from District C-2 (General Business) to District M-1 (Light Industrial) on a 3.1-acre tract of land.

The 3.1-acre tract of land is generally located north of R.D. Mize Road on the west side of the intersection of Pavilion Drive and Golfview Drive, aka 1206 Pavilion Drive.

#### **PURPOSE:**

AvidAir International has been in business for over 28 years in Lee's Summit, Missouri. AvidAir has been successful in overhauling and repairing compressor case assemblies in aircraft helicopters. The business is custom manufacturing. Custom manufacturing is an allowable land use in District M-1.

#### **ANAYLSIS:**

The property is currently zoned District C-2. There is a metal building and paved parking lot on the property. The building is being used for a church.

The parking area has enough spaces to accommodate AvidAir's employees and patrons.

The property to the east and south is zoned District M-1. The property to the east is the location for Brass Armadillo. The property to the south is vacant. Interstate 70 is north of the site. The property to the west is undeveloped and located within city limits of Blue Springs.

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

# **COMPREHENSIVE PLAN:**

In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be Business Park. The proposed rezoning and land use would be consistent with the character and intent of the preferred land use plan for the City.

# **PUBLIC INFORMATION AND PROCESS:**

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

**PLANNING AND ZONING COMMISSION:** The Commission held a public hearing on March 11, 2020. The Commission unanimously recommended approval for change of zoning.

# **STAFF RECOMMENDATION:**

Staff recommends approval of the change in zoning from District C-2 (General Business) to District M-1 (Light Industrial).

# HAS THE SOLUTION

When you hear customers constantly say,

'Someone needs to improve this product,'

it's time to come up with a solution,"

said Craig Rookstool, president and director of

CRAIG ROOKSTOOL'S PATENTED, DURABLE CARBON FIBER COMPOSITE LINING FOR THE MODEL 250 SERIES TURBINE ENGINE COMPRESSOR CASES INCREASES LIFESPAN AND REDUCES COSTLY DOWNTIME.

BY LAURIE J. BLAKE | PHOTOS COURTESY OF AVIDAIR



"Our goal rem product quality manner, at a r a friendly attitu

- Craig Rookstool, pres



avidair.com | 816-246-45 Visit us at Booth #9257







Rookstool has been operating AvidAir International since 1991 and has been producing compressor case overhaul services since 1994. Despite the engine's hardiness, however, the entire industry is said to have experienced consistent service difficulties in one particular area—the plastic lining of the compressor case.

Rookstool said this original plastic lining cannot withstand the thermal cycles of engine start and stop. The heat expansion and contraction produces cracks that allow environmental elements and wash solutions to enter those cracks and begin to debond the lining from the case structure, lifting the plastic on the inner lining of the compressor case assembly, he said.

"So we all suffered from the inferior design of the plastic and, of course, hearing the feedback from customers, I decided to modify that lining with a carbon fiber composite and get FAA [Federal Aviation Administration] approval. I did that in 2010," said Rookstool. "The carbon fiber composite makes the lining more durable so it can withstand those cycles. The cracks will not propagate or grow, allowing for elements to reach the bonded surface of the skin."

"It took about a year and a half of testing-onaircraft and in-laboratory testing, of course, FAA approved engineering and approval, to bring to market," said Rookstool. "With that we protected our trade secrets then applied for [a] patent, as it was a revolutionary improvement and technology that needed to be protected."

Rookstool went on to say: "With the plastic lining, the compressor case only lasts between 300 to 600 hours before it starts cracking and then sections come out. This problem still exists for those with the 'old formula.'"

It's a financial burden for operators—the part costs \$10,000 and it lasts 300 hours, said Rookstool. "Plus, of course, the helicopter may be out of commission for three to five days or longer while waiting for parts and installation."

The carbon fiber lining, however, is proving to have a much longer life.

"We have our CF cases coming back on exchange after 3,500 hours—still serviceable," said Rookstool.

#### SATISFIED CUSTOMERS

"Customers are saving thousands of dollars because they don't have to remove and replace so often. These customers tell other operators-so we see new customers every month," said Rookstool. "It's great word of mouth, simply by being out there performing. These things sell themselves!"

Said Marc-Anton Corominas, managing director of Heliwork Services Ltd. in the U.K., "The customer has decided to go ahead with the carbon case. As we have now seen one of your compressor cases after two years in service, and we were very pleased with the performance, we will be recommending this upgrade to all our customers."

Adam Cavanagh, turbines manager with Oceania Aviation of Auckland, New Zealand, has worked with Rookstool and AvidAir for more than 10 years. "We have stocked and promoted the AvidAir

carbon fiber style cases exclusively ever since their initial release, and to date have sold in excess of 200 sets," said Cavanagh. "Our customers have enjoyed the greatly improved durability of this product and still demand the 'new' carbon fiber cases, despite the fact they have been the benchmark for years now.

"In New Zealand's harsh operating environment, AvidAir carbon cases have proven themselves to be the most durable product out there. The linings routinely last three times longer than anyone else's. Oceania Turbines recommends this product to all 250 operators without hesitation."

Rookstool has done the math for his customers:

- The carbon fiber case cost is roughly \$4.34 per hour at 2,500 hours time between overhaul (TBO) average, versus the original plastic lined case cost of \$18.02 per hour TBO, when lasting an average of 600 hours, he said;
- Performance over the TBO remains efficiently high, which results in higher torque, lower operating turbine outlet temperature, lower specific fuel consumption, also resulting in less turbine degradation. This cooler and more efficient operating condition may also result in cost savings at turbine overhaul;
- 100 percent, two-year or 1,200-hour warranty policy—the carbon fiber case comes with a blue log card and warranty registration;
- Only original equipment manufacturer (Rolls-Royce) vane assembly detail replacement parts are used at overhaul.

Although AvidAir is not a Rolls-Royce authorized maintenance center, it has been servicing the Rolls-Royce engine since 1994 and has a long-standing relationship with hundreds of satisfied operators and engine shops worldwide. With the fleet of more than 2,000 carbon fiber cases delivered to the field, Rookstool said he is finding that many of his customers are independently stocking AvidAir's carbon fiber cases and routinely delivering them to their independent or Rolls-Royce authorized engine shop of choice for installation.

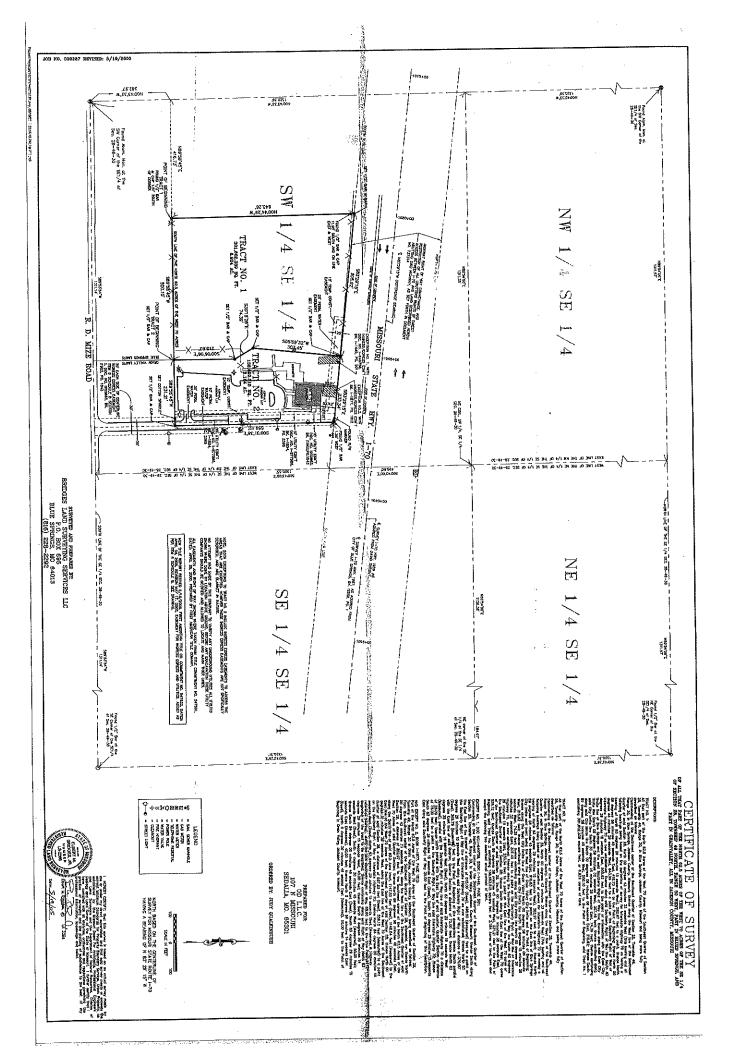
One thing is very clear: Rookstool thrives on the satisfaction of his customers. "Like it or not, it is a team effort in our industry to maintain a healthy fleet of helicopters," he said. "I'm very pleased to do my part."

"AvidAir has a proven, revolutionary, quality product that engine shops and operators are installing with confidence worldwide. Our goal remains the same: Keep product quality high, in a timely manner, at a reasonable price, with a friendly attitude. I would like to see more new and satisfied customers less often for a sale, than a returning. dissatisfied, captive customer seeking a warranty claim." Rookstool concluded. >





WIENTIONALLY LEEFT BLANK



# Discovery Church Property



Tax Parcels

Condo

Ownership

Tax Parcel

Address Jackson County, MO

Jackson County MO GIS Department, Jackson County, MO GIS Department,

Jackson County, MO GIS Dept (c) Jackson County, Missouri.

0.02

0.04

0.09 km

0.01

0.03

0.06 mi

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM				
MEETING DATE	5/11/2020, 5/27/2020			
BILL NUMBER	B20-10			
AGENDA TITLE	USE PERMIT FOR A M	ROVING A CONDITIONAL IEDICAL MARIJUANA TY ON APPROXIMATELY 6		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT			
PRESENTER	Mark Trosen, Director o	f Community Development		
FISCAL INFORMATION	Cost as recommended:	N/A		
	Budget Line Item: N/A			
	Balance Available N/A			
	New Appropriation Required:	[] Yes [X] No		
PURPOSE	The applicant, Missouri Made Marijuana (MMM) LLC, is requesting approval of a conditional use permit to operate a medical marijuana cultivation facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of the Penny's Concrete facility.			
BACKGROUND	Penny's Concrete, Inc. owns approximately 26 acres in area. MMM has a contract to purchase approximately 6 acres north of the existing concrete batch facility. The property is zoned District M-1 (Light Industrial).			
SPECIAL NOTES	Per Section 425.050 of the City's Code of Ordinances, a medical marijuana cultivation facility may be allowed by Conditional Use Permit in District M-1 (Light Industrial).			
ANALYSIS	Please refer to Staff Re	port		

PUBLIC INFORMATION PROCESS	Public notice was given in the Examiner as required by State Statute and property owners of record within 185 feet of the applicant's property were notified by letter.
BOARD OR COMMISSION RECOMMENDATION	The Planning & Zoning Commission held a public hearing on Wednesday, March 11, 2020. The Commission recommended approval of the conditional use permit subject to 5 conditions that are outlined in ordinance.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Staff Report, Application, Penny's Concrete Consent, State License, Applicant's Narrative, CJCFPD Comments, Site Plans, Grading Plan, Utility Plan, Landscape Plan, Floor Plan.

# CITY OF GRAIN VALLEY

# STATE OF MISSOURI

BILL NO. *B20-10* 

ORDINANCE NO.	
SECOND READING	
FIRST READING	May 11, 2020 (6-0)

# AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO OPERATE A MEDICAL MARLIUANA CULTIVATION FACILITY

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

**WHEREAS**, a public hearing was held on March 11, 2020 in which the Planning and Zoning Commission recommended approval of a conditional use permit subject to five conditions for a medical marijuana cultivation facility on approximately 6 acres that is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 and north of Penny's Concrete facility; and

**WHEREAS,** a public hearing concerning said matter was held before the Board of Aldermen at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on April 13, 2020; and

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

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

**SECTION 1:** The Conditional Use Permit to operate a medical marijuana cultivation facility is generally described below:

# Legal Description:

All that part of the East One-half of the Northeast Quarter of Section 35, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence S 88°22'01" E, along the North line of the Northeast Quarter of said Section 35, a distance of 1326.88 feet to the Northwest corner of the East One-half of the Northeast Quarter of said Section 35; thence S 1°47'30" W, along the West line of the East One-half of the Northeast Quarter of said Section 35, a distance of 284.56 feet to the Northeast plat corner of I-70 EAST

INDUSTRIAL PARK, a platted subdivision of land in the City of Grain Valley, Jackson County, Missouri, said point also being a point on the South right-of-way line of U.S. Highway 40/Interstate 70 Highway, as now established; thence S 88°21'59" E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 60.00 feet to the point of beginning; thence continuing S 88°21'59" E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 726.44 feet; thence S 1°49'09" W, a distance of 308.99 feet; thence S 46°49'09" W, a distance of 266.38 feet; thence N 88°10'51" W, a distance of 164.82 feet; thence N 2°51'56" E, a distance of 205.77 feet; thence N 88°12'30" W, a distance of 376.87 feet; thence N 1°47'30" E, a distance of 289.45 feet to the point of beginning, containing 265,536 square feet or 6.0959 acres, more or less.

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

- 1) The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.
- If Missouri Made Marijuana LLC's State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.
- 3) Missouri Made Marijuana LLC shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.
- 4) The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or other similar material.
- 5) The site plans and landscape plan need to be amended to show the same landscaping materials on the north side of property (swamp white oak and sea green juniper) and pattern will be planted along the frontage on the new public street.

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

Read two times and PASSED by the E and nay votes being recorded as follow	Board of Aldermen thisday ofws:	, <u>2020</u> , the aye
ALDERMAN BASS	ALDERMAN CLEAVER	
ALDERMAN HEADLEY	ALDERMAN STRATTON	
ALDERMAN TOTTON	ALDERMAN WEST	

Mayor	(in the even	(in the event of a tie only)		
Approved as to form:				
Lauber Municipal Law City Attorney		Mike Todd Mayor		
ATTEST:				
Jamie Logan				
City Clerk				



# BOA Staff Report April 13, 2020

# **ACTION:**

Missouri Made Marijuana (MMM) LLC is requesting a Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70. The property is owned by Penny's Concrete, Inc. Penny's Concrete, Inc. has given approval to submit the application.

#### **PURPOSE:**

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

The cultivation of medical marijuana will take place in three fully enclosed buildings on the site. The buildings and site infrastructure will occur in two phases. Phase 1 will entail the construction of one building consisting of over 28,094 square feet and interior drives and parking areas. Phase 2 will entail the construction of two buildings of similar size.

Penny's Concrete, Inc. owns approximately 26 acres in this area. The proposed cultivation facility will be located north of the existing concrete batch plant, that will remain on the property. Upon approval of the Conditional Use Permit, MMM LLC will acquire the 6 acres and it will be plated as a subdivision per the City's Code of Ordinances.

# **ANALYSIS:**

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

The Missouri Department of Health and Senior Services has issued a license (CUL000034) to cultivate medical marijuana at this location. The license was issued until the period ending on December 26, 2020.

The cultivation facility is significantly more than 500 feet to any other medical marijuana facility.

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

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



# Community Development Mark Trosen, Director

1) The original plan was to extend South Outer Belt Road to the east and then access the property from the north off the proposed road extension. South Outer Belt Road is within the Right-of-Way for I-70. In reviewing the proposed plan with Missouri Department of Transportation Staff, the applicant was advised in writing that this would be a break in access on Interstate Right-of-Way, which would have to be approved Federally, and not likely.

The applicant re-designed the site plan to illustrate a public street being constructed north and south from South Outer Belt Road. This street will have a 60-foot-wide right-of-way which complies with City Standards for a Collector Street. The Collector Street is 36-foot-wide from back of curb to back of curb. The applicant will need to submit engineering drawings for the street in accordance to city standards and be approved by the City Engineer. As noted on site plan, the pavement material will be concrete. The applicant will construct the street. Per city regulations, the street can terminate at the new entrance for Penny's Concrete.

2) The site plan illustrates a 9-foot-tall chain link fence with 4 strand security wire at top. Referencing Section 400.230 (C.9), the maximum height for a fence in District M-1 is eight foot. Barbed wire is permitted in M-1 district only on brackets over 6 feet fences, for security purposes.

Understanding that security is a high priority for this facility, there are other fence materials that can be used which would be an aesthetic alternative to the chain link. Staff recommends an 8-foot wrought iron spike type fence like the one in this picture:





# Community Development Mark Trosen, Director

- 3) With the addition of a public street on the west side, the facility's west property is now also a front yard. The site plans and landscape plan need to be amended to show the same landscaping materials and pattern along the north property line will also be planted along the frontage on the new public street.
- 4) Since buildings 1 and 3 are within three hundred (300) feet of the right-of-way for I-70, the exterior walls visible from right-of-way must comply with Section 400.220 of the city's zoning regulations. On drawing A-200, the building materials consist of brick wainscot with E.I.F.S panels. These materials are permitted exterior building materials under this city code requirement.

The Central Jackson County Fire Protection District has reviewed the submitted plans. The District has provided comments that must be adhere to by the applicant.

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

The applicant's plan is to utilize a custom air cleaning system to mitigate cultivation odors. The custom air quality engineering and ventilation system is environmentally friendly, energy efficient, cleans air and prevents odors from escaping. Air Quality Engineers will perform air monitoring and ventilation studies periodically to confirm the systems effectiveness and change the filters. MMM's company procedures will include air quality awareness training and procedures that relate to odor mitigation. The proposed plan complies with the requirement of the ordinance.

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

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

The applicant provided a waste disposal plan. All the facilities' activities associated with waste storage, disposal and recycling shall be tracked by MMM's Inventory Control System and in accordance with proper state regulations. The submitted and proposed practices comply with the requirement of the ordinance.

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

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



# Community Development Mark Trosen, Director

# **PUBLIC INFORMATION AND PROCESS:**

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

# **STAFF RECOMMENDATION:**

Staff recommends approval of the Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on the described site subject to the following conditions:

- 1) The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.
- 2) If Missouri Made Marijuana LLC's State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional notice.
- 3) Missouri Made Marijuana LLC shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.
- 4) The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or other similar material.
- 5) The site plans and landscape plan need to be amended to show the same landscaping materials on the north side of property (swamp white oak and sea green juniper) and pattern will be planted along the frontage on the new public street.

# **PLANNING AND ZONING COMMISSION:**

The Planning and Zoning Commission held a public hearing on March 11, 2020. The Commission voted unanimously to recommend approval subject to the 5 conditions presented by Staff.



711 Main Street Grain Valley, MO 64029 816.847.6220 816.847.6206 fax www.cityofgrainvalley.org

# PLANNING & ZONING APPLICATION

PROJECT INFORMATION			
Location: South Outer Belt (Penny's Concrete	e si	te)	
Subdivision: N/A Lot #: Zoning District: M-1			
Description of Request: Special Use Permit for use of property as a medical			
marijuana cultivation facility		2020 0003	
		2020 0050	
APPLICANT INFORMATION			
Name: Randy Black, Sr. c/o Steven Lucas	-		
Company: Missouri Made Marijuana LLC c/o Ro	use	Frets White Goss Gentile Rhodes, P.C.	
Address: 4510 Belleview, Suite 300, Kansas	City	r, MO 64111	
Telephone: 816-753-9200 Fax: 816-753-9201	E-mai	n: slucas@rousepc.com	
Property Owner: Penny's Concrete Inc.			
Additional Contact(s): Phelps Engineering; Judd C	laus	sen	
Type of Application: Check Type & Submit Corresponding Requirements		Submittal Requirement List:	
Rezoning 1 • 2 • 5 • 10 • 11 • 14	1	Legal description of subject property	
Ordinance Amendment 10	2	Map depicting general location of site	
X Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3	Summary Site Analysis depicting current character of site	
Temporary Use Permit 2 • 10 • 14	4	Preliminary Plat (3 full size copies)	
Preliminary Plat 1 • 3 • 4 • 14	5	Preliminary Development/ Site Plan (6 copies)	
Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6	Final Plat (6 copies)	
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Future Land Use Map (Refer to page 9)	11	List of property owners within 185 feet	
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Note:	10	improvements (6 copies)	
Include at least one 8 ½ x 11 copy of all	13	Copies of tax certificates from City and County	
drawings	14	Proof of ownership or control of property (deed,	
and plans will all applications.	45	contract, lease) or permission from property owner	
and plans will all applications.	15 16	Off-site easements if necessary Survey of vacation area	
		Utility Comment Form - City will provide form	
	17	Offinity Comment Form - City will provide form	
Director Production and all makes	.:44 1	equivaments must be submitted at the time the	
[Note: Applications must be completed in their entirety and all subn application is submitted. Additional submittals may be requested as	nnai ri provid	equirements must be submitted at the time the led for in the Grain Valley City Code.]	
The applicant hereby agrees that all information is provided as requ	iired w	vith this application and the City	
Code: 02/ 0 /20			
Applicant's Signature		Date	
Agent for Missouri Made Marijuana LLC		Date	
Applicant's Signature		Date	



# **CORPORATE CONSENT**

State of Kansas )
State of Kansas ) )ss County of Johnson )
I, William J. Penny as C.E.O., on behalf of and through
the authority of the Board of Directors for <b>Penny's Concrete, Inc.</b> , owner of the property
described in the application for Special Use Permit and applicable subdivision application,
acknowledge the submission of said application on behalf of said corporation and agree to bind
the subject property on behalf of said corporation in accordance with the submitted plan and with
any representation made by <u>James C. Bowers</u> , Jr. and Steven M. Lucas with Rouse Frets
White Goss Gentile Rhodes, P.C.  PENNY'S  PENNEY'S CONCRETE, INC.
By: William J. Penny Tile: CEO.
Subscribed and sworn to before me a notary public this 10th day of February 2020.
My commission expires:  Notary Public
JUDD D.CLAUSSEN Notary Public-State of Kansas My Appt. Expires 3 3 20

# STATE OF MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES

**DIVISION OF REGULATION AND LICENSURE** 

# **MEDICAL MARIJUANA CERTIFICATE FOR:**

MISSOURI MADE MARIJUANA, LLC

301 S. OUTER BELT ROAD E. GRAIN VALLEY, MO - 64029

LICENSE: CUL000034

IS HEREBY GRANTED A CERTIFICATE *TO CULTIVATE* MEDICAL MARIJUANA AT THE ABOVE NAMED LOCATION IN ACCORDANCE WITH ARTICLE XIV OF THE MISSOURI CONSTITUTION AND THE RULES PROMULGATED THEREUNDER, SUBJECT TO ALL THE PROVISIONS THEREOF AND TO THE REGULATIONS OF THE MISSOURI DEPARTMENT OF HEALTH & SENIOR SERVICES, MEDICAL MARIJUANA REGULATORY PROGRAM.

THIS LICENSE IS ISSUED FOR THE PERIOD ENDING 12/26/2020.

LYNDALL FRAKER

DIRECTOR,

SECTION FOR MEDICAL MARIJUANA REGULATION

# City of Grain Valley Conditional Use Permit Application

For Missouri Made Marijuana, L.L.C.

Submitted by:

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

February 10, 2020

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

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

- I. Narrative Description of the Proposed Use
- II. Medical Marijuana Cultivation Facility Regulations

# **Attachments:**

Attachment – Site Plan and Legal Description

Attachment - Map Depicting General Location of Site

Attachment – Landscaping Plan

Attachment – Building Elevations

Attachment – Floor Plan

Attachment – List of Property Owners within 185 feet

Attachment – Proof of Permission from Property Owner

Attachment - Off-Site Easements, if Necessary

# I. Narrative Description of the Proposed Use

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

The Project will be located on property currently zoned M-1 Light Industrial District. MMM is seeking a Conditional Use Permit ("CUP") from the City with the submission of this application pursuant to Sections 400.240 and 425.050 of the City Code. The Project will be designed to meet all applicable Land Use requirements pursuant to Title IV of the City Code.

# II. Medical Marijuana Cultivation Facility Regulations

The following pages set forth the criteria for Supplemental Regulations for Medical Marijuana Cultivation Facilities.

# <u>SECTION 425.050 – Medical Marijuana Cultivation Facility Siting Requirements</u>

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

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

A. Medical marijuana cultivation facility conditional use permit applicants shall comply with all provisions of Section 400.240 of the Code of Ordinances regarding conditional use permit applications, including, but not limited to the requirements of this section.

The Project will fully comply with this requirement.

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

The Project has obtained a license from the Missouri Department of Health and Senior Services to operate a medical marijuana cultivation facility in the City of Grain Valley, Missouri.

C. A medical marijuana cultivation facility shall not be located closer than five hundred (500) feet from any other medical marijuana cultivation facility or medical marijuana facility, except when the facilities share common ownership.

The Project will fully comply with this requirement.

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

The Project will fully comply with this requirement.

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

The Project complies with this requirement providing a Floor Plan as an *Attachment*.

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

The Project will fully comply with this requirement.

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

The Project will utilize its custom air cleaning system to mitigate cultivation odors, reduce its community impact and satisfy 19 CSR 30-95.050(2)(C). MMM constructs its cultivation to include a facility wide air purifying and filtration system that maintains sanitation and controls odors. MMM's custom air quality engineering and ventilation system is environmentally friendly, energy efficient, cleans air and prevents odor from escaping. MMM will incorporate an activated carbon filtration air purifying system that traps offending molecules on the carbon surface contained within the filter and removes odiferous organic compounds and other pollutants from the air. The Project will have air quality engineers perform air monitoring and ventilation studies periodically to confirm the systems effectiveness and change the filters.

MMM's company procedures include air quality awareness training and procedures that relate to odor mitigation. The Project's on-site manager will train all employees on: 1) the necessity of odor control; 2) the importance of facility cleanliness and maintenance; 3) odor abatement procedures and techniques; 4) air filtration equipment operation; and 5) proper maintenance and operation of air filtration equipment.

The Project will keep a maintenance log for all cultivation air quality equipment to ensure its maintenance and good operating order. In the event of an odor complaint, the Project's on-site facility manager and maintenance engineer will perform a root-cause analysis, take corrective action to address and correct the complained of issues and appropriately document all actions related thereto. If necessary, MMM will disperse non-toxic scent masking agents to neutralize any remaining odors. To date, MMM's management team has not received an odor complaint related to its cultivation activities in other regulated marijuana jurisdictions; it has cultivated more than 9,000 pounds of safe, tested, pharmaceutical grade product.

4. A security plan for review and approval by the Grain Valley Police Department, which reasonably shows that the medical marijuana cultivation facility can be kept secure from access by unauthorized persons both during and after n01mal operating hours and provides adequate overnight security for product trucks parked outside the medical marijuana cultivation facility at any hour.

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

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

Extensive law enforcement and military service enables the Security Director (SD) to implement and oversee the Project's Security Plan in resplendent detail. SD trains all employees in MMM's established

facility, product and personal security and emergency protocols. Security surveillance and equipment access is limited to SD, law enforcement, the Department and those security personnel receiving enhanced surveillance and equipment training and are essential to surveillance operations. 19 CSR 30-95.040(4)(H)

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

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

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

See attached security drawings.

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

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

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

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

Date, time, method of disposal;

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

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

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

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

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

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

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

The Project will fully comply with this requirement.

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

The Project will fully comply with this requirement.

G. If any change occurs from the permitted use of a structure as a medical marijuana cultivation facility, a new conditional use permit shall be required in all cases.

The Project will fully comply with this requirement.

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

The Project will fully comply with this requirement.

## Central Jackson County Fire Protection District

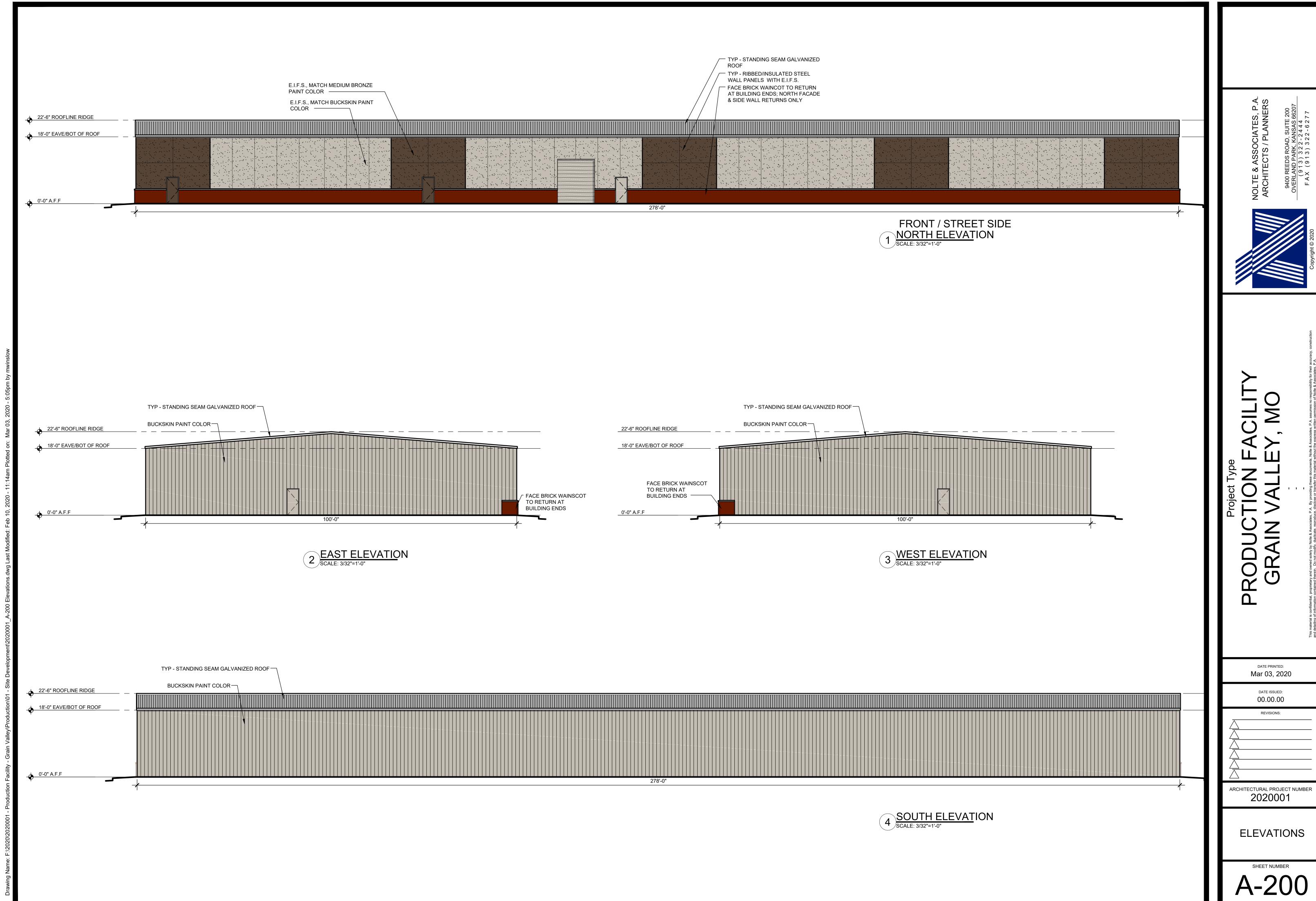
### COMMERCIAL BUILDING AND SITE PLAN REVIEW

Date: 2-18-2020
Project Name: Gran Valley Cultivation Facility
Project Address:411 E. South Outer Rd Grain Valley, MO 64029
Contact Name:
Contact E-mail: Contact Phone:
BUILDING DETAILS
Building Classification: F1
Property Use:Marijuana Cultivation Mixed Property: No
Construction Type:  B Occupant Load:
Building Height: Floors Above Grade: Floors Below Grade:
Total Square Footage: 28100 phase I buildin
PLAN REVIEW COMMENTS
THIS REVIEW DOES NOT CONSTITUTE A BUILDING PERMIT, OR THE BASIS TO BEGIN CONSTRUCTION. THE OFFICIAL HAS THE AUTHORITY TO REQUIRE CHANGES AFTER PLAN APPROVAL. ALL PORTIONS OF THE CODE MUST BE COMPLIED WITH AND IS THE RESPONSIBILITY OF THE DESIGNER, CONTRACTOR, AND OWNER WHETHER STATED BY THE PLAN RVIEW OR NOT.  FIRE PROTECTION REQUIREMENTS  SPRINKLERS:  YES NO FIRE ALARM: YES NO HOOD AND DUCT: YES NO OTHER:  INSPECTIONS REQUIRED:  Final  Emergency Responder Radio Coverage  Hydro  Water Flow
✓ Fire Alarm  Hood/Duct  CJCFPD

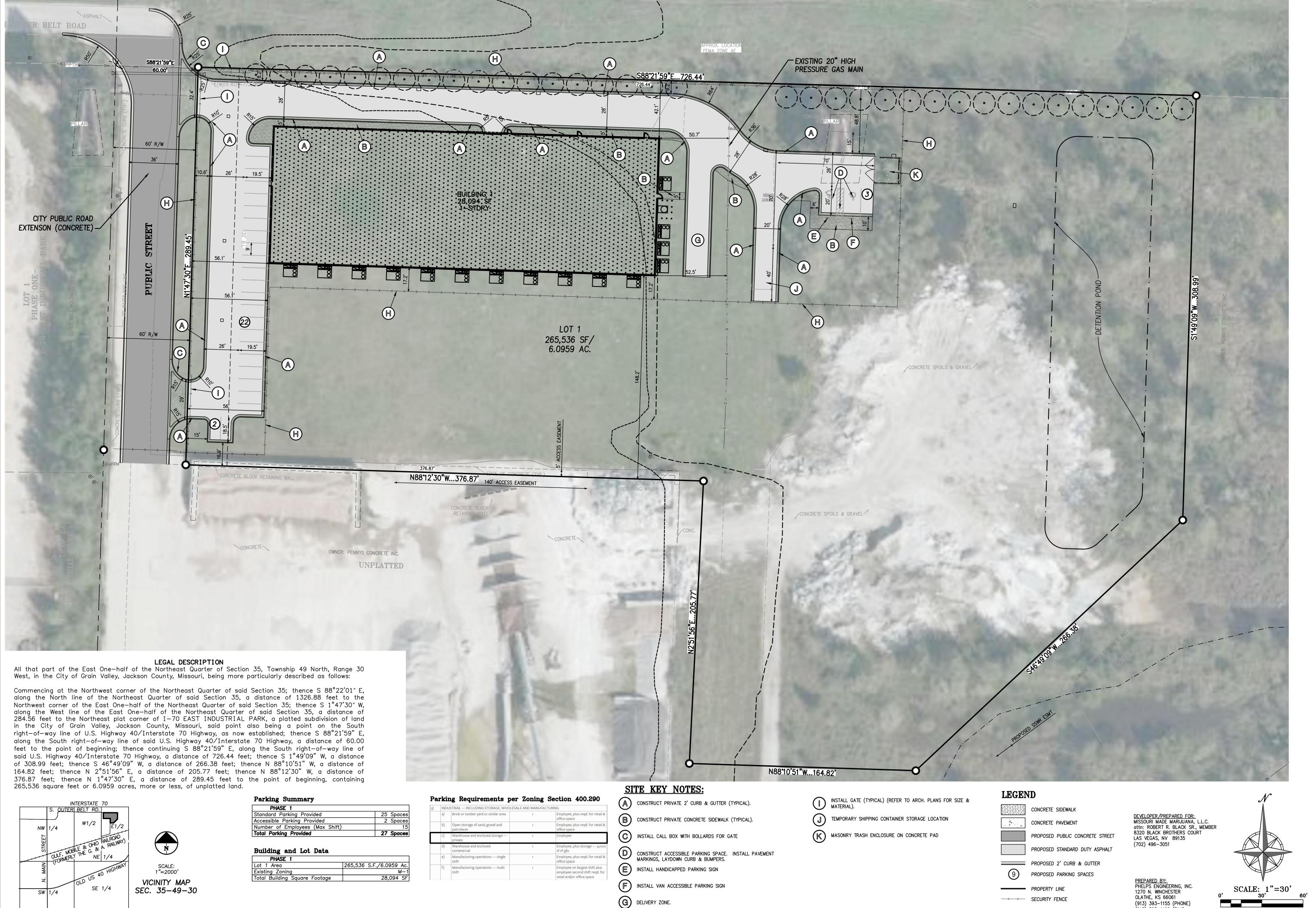
## Central Jackson County Fire Protection District

#### GERNERAL COMMENTS

- 1. Hydrants needed to meet fire flow: 2 (1 must be within 400' of structure) (2nd must be within 100' of FDC)
- 2. Business addressing viewed from roadway, 4"-6" letters, contrasting and reflective. Also, numbers or letters required on rear suite doors.
- 3. Any business with an automatic sprinkler system or fire alarm system shall install a Supra Safe per IFC 506.1. These can be picked up at CJC Training and Education Center 4715 US 40 Hwy, Blue Springs, Mo 64015. The exterior mount is \$205 and the recessed mountis \$240.
- 4. PerIFC510Emergency Responders Radio Coverage
  - O Testingwith resultsmust be shown to have acceptable emergency radio coverage. If that test fails, a TCO may be signed with an obligation to complete within six months.
  - o If determined through testing an in-building emergency radio communication enhancement system will be required.
  - System and components must be listed for that use
  - System design, installation, qualification of personnel, and acceptance testingmust follow the current adopted IFC 510 and NFPA72
  - The system must be monitored through the building's fire alarm system for loss of power; failure of the battery charger; low-battery capacity indication when 70% of the 12-hour operating capacity has been depleted; malfunction of the donor antenna and active RF-emitting device(s); and failure of any critical system components and provide either an audible warning or "trouble" signal.
  - o The system performance and reliability must be tested on installation and maintained operational at all times. An annual inspection is also required.
- 5. Final inspection should not be scheduled until all building systems are in place and complete including mechanical and electrical. This would include cover plates, no open junction boxes, electric panel doors in place with schedule and no empty slots. Any questions please call CJC Fire Prevention at 816-229-2522 prior to scheduling.



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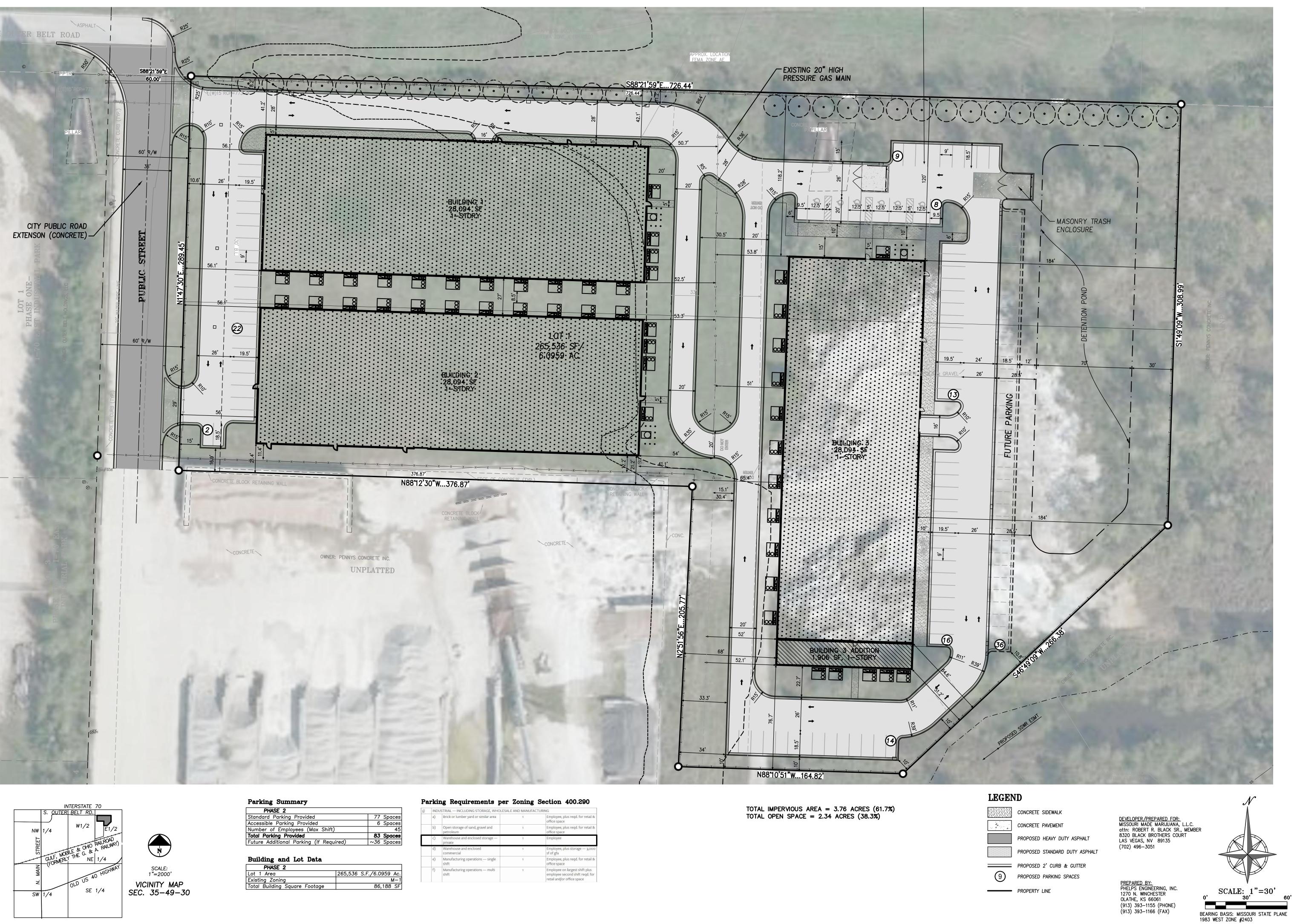
INSTALL 9' GALVANIZED CHAIN LINK SECURITY FENCE WITH 4 STRAND RAZOR WIRE

SOI SOI 7117,

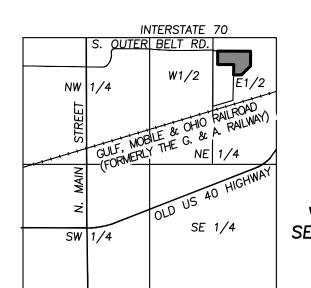
BEARING BASIS: MISSOURI STATE PLANE

1983 WEST ZONE #2403

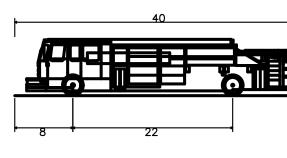
(913) 393-1155 (PHONE) (913) 393–1166 (FAX)





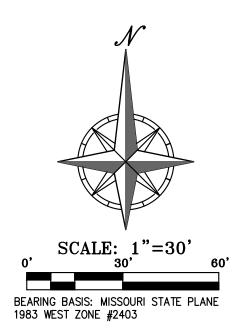






Pumper Fire Truck Overall Length Overall Width Overall Body Height Min Body Ground Clearance Track Width Lock—to—lock time Max Wheel Angle



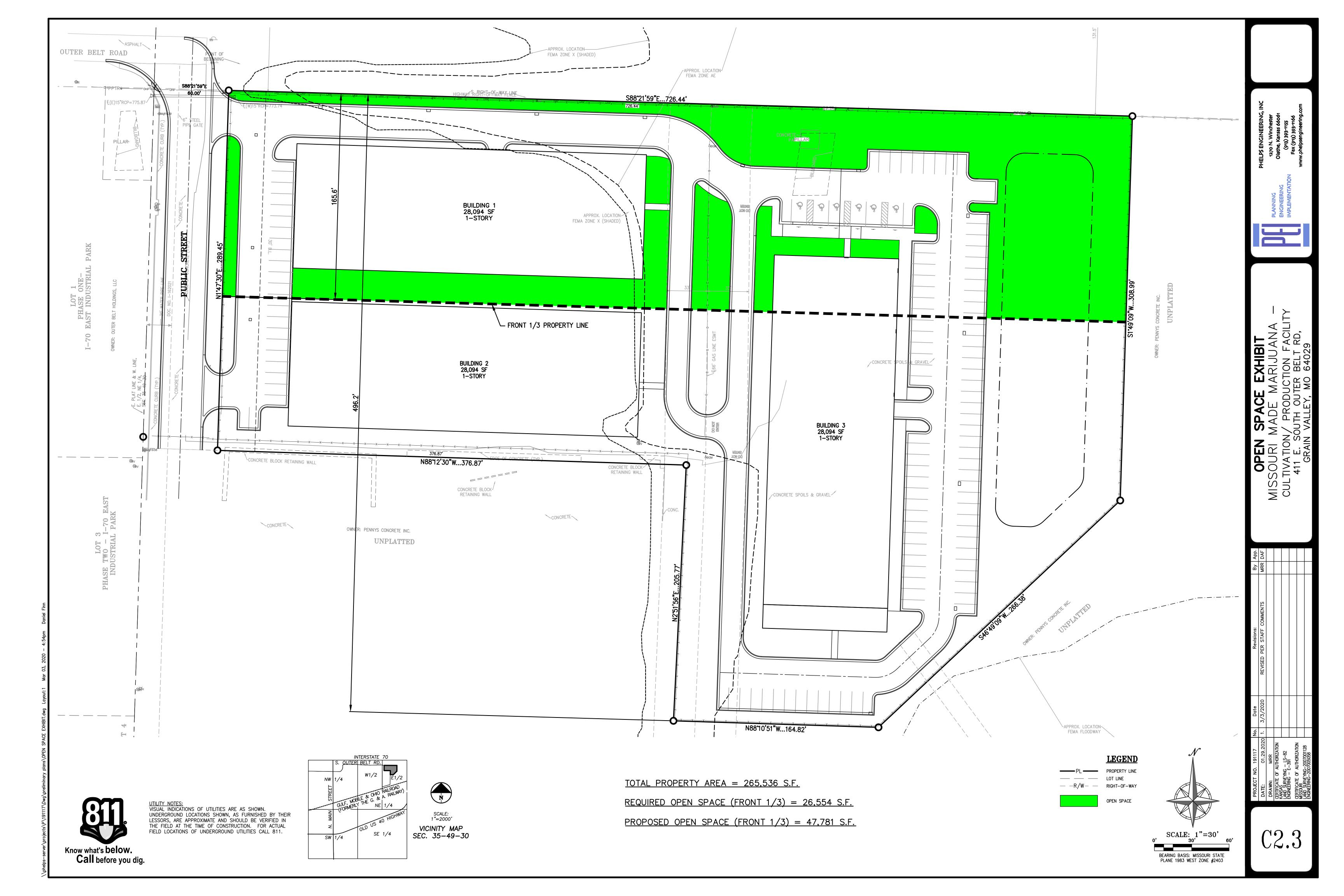


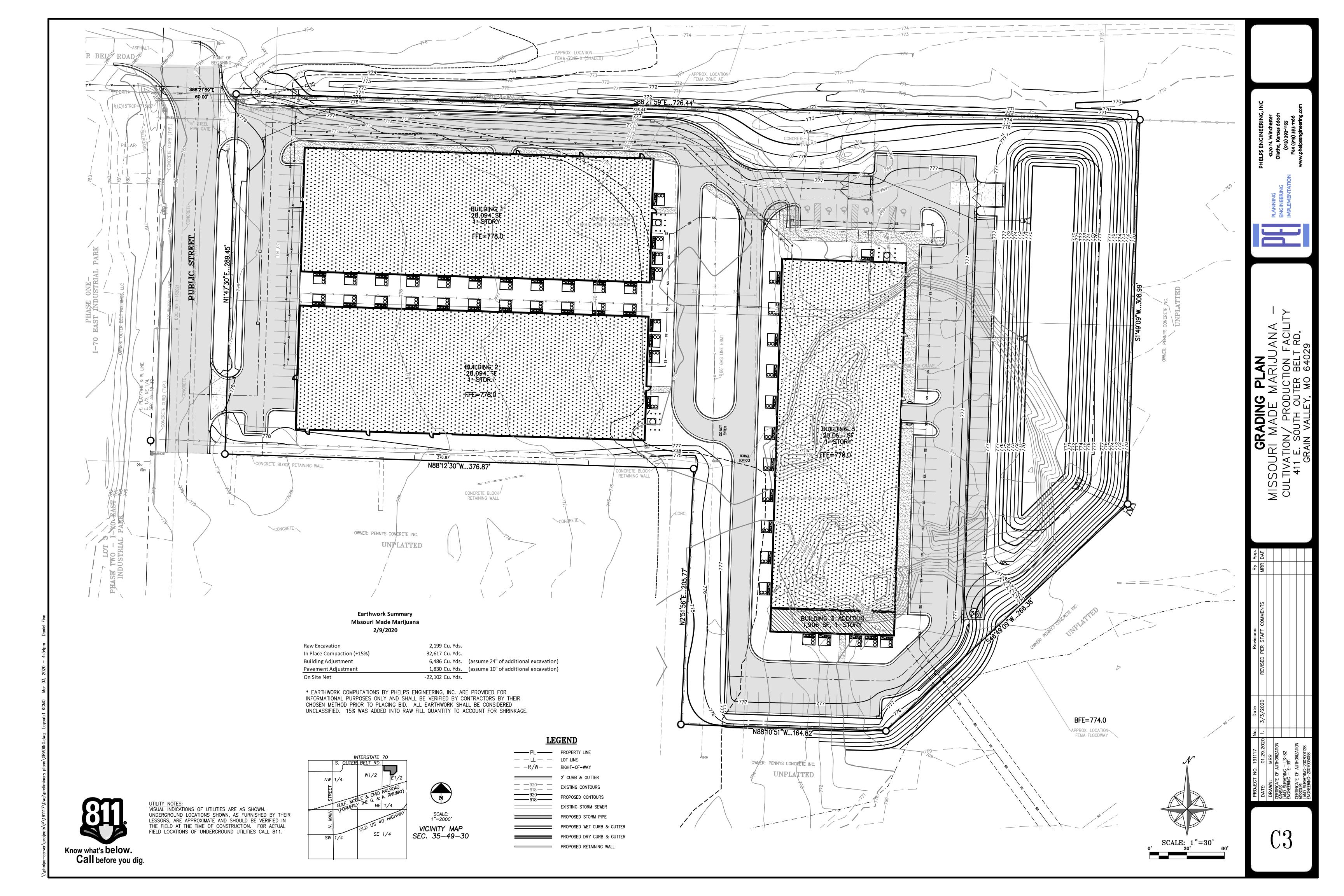
MISSOURI MADE MARIJUANA – CULTIVATION/ PRODUCTION FACILITY
411 E. SOUTH OUTER BELT RD,

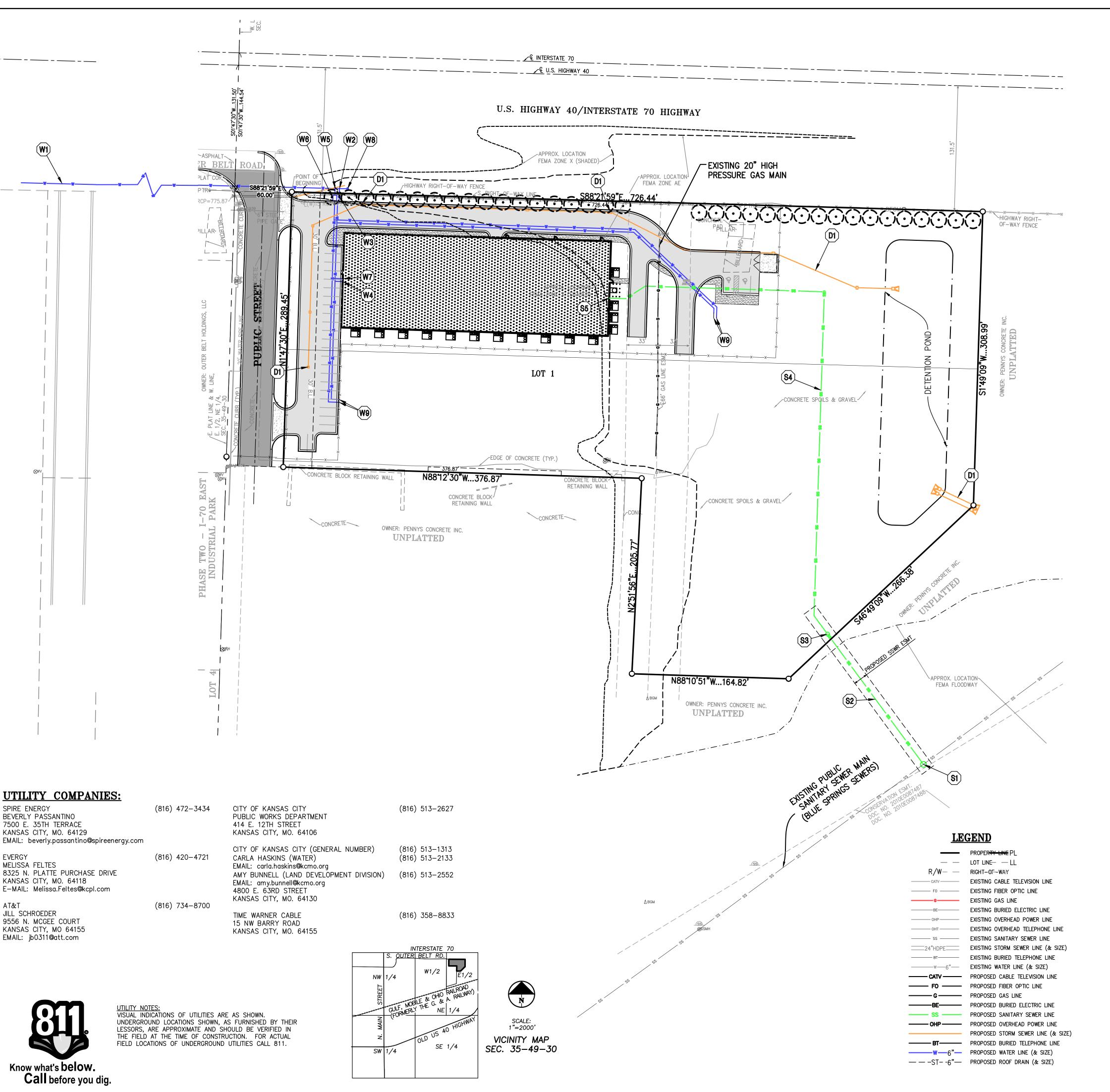
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 Revisions:
 By App.

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### **UTILITY NOTES:**

- 1. The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies, and where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility companies at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to coordinate with and relocate &/or remove all existing utilities which conflict with the proposed improvements shown on the plans.
- 2. The construction of storm sewers on this project shall conform to the requirements of the City of Grain Valley's Technical Specifications and Design
- 3. The contractor shall field verify the exact location and elevation of the existing storm sewer lines and the existing elevation at locations where the proposed storm sewer collects or releases to existing ground. If discrepancies are encountered from the information shown on the plans, the

Tops of existing manholes shall be raised as necessary to be flush with proposed pavement elevations, and to be 6-inches above finished ground

- proposed storm sewer collects or releases to existing ground. If discrepancies are encountered from the information shown on the plans, the contractor shall contact the design engineer. No pipes shall be laid until direction is received from the design engineer.

  4. It will be the contractors responsibility to field adjust the top of all manholes and boxes as necessary to match the grade of the adjacent area.
- elevations in non-paved areas. No separate or additional compensation will be made to the contractor for making final adjustments to the manholes and boxes.

  5. Inlet locations, horizontal pipe information and vertical pipe information is shown to the center of the structure. Deflection angles shown for storm
- sewer pipes are measured from the center of curb inlets and manholes. The contractor shall adjust the horizontal location of the pipes to go to the face of the boxes. All roof drains shall be connected to storm sewer structures. Provide cleanouts on roof drain lines at 100' max. Spacing and at all bend points. Do not connect roof drains directly to storm sewer pipe.
- 6. The contractor shall be responsible for furnishing and installing all fire and domestic water lines, meters, backflow devices, pits, valves and all other incidentals required for a complete operable fire protection and domestic water system. All costs associated with the complete water system for the buildings shall be the responsibility of the contractor. All work shall conform to the requirements of the City of Grain Valley.
- 7. The contractor shall be responsible for furnishing and installing all sanitary sewer service lines from the buildings to the public line. All work shall conform to the requirements of the City of Grain Valley.
- The contractor will be responsible for securing all permits, bonds and insurance required by the contract documents, the City of Grain Valley, and all other governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The cost for all permits bonds and insurance shall be the contractors responsibility and shall be included in the bid for the work.
- 10. By the use of these construction documents the contractor hereby agrees that he/she shall be solely responsible for the safety of the construction workers and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses or damages related to the project.
- 11. The Contractor shall be responsible for furnishing all materials, tools and equipment and installation of electrical power, telephone and gas service from a point of connection from the public utility lines to the building structures. This will include all conduits, service lines, meters, concrete pads and all other incidentals required for a complete and operational system as required by the owner and the public utilities. Refer to building plans for exact tie—in locations of all utilities. Contractor shall verify connection points prior to installation of utility line.
- 12. All fill material is to be in place, compacted, and consolidated before installation of proposed utilities. On—site geotechnical engineer shall provide written confirmation that this requirement has been met and that utilities may proceed in the fill areas. All utilities are to be placed in trench conditions.
- 13. Contractor shall notify the utility authorities inspectors 48 hours before connecting to any existing line.
- 14. Water lines shall be as follows (unless otherwise shown on plans):
- Pipe sizes less than 3-inches that are installed below grade and outside building shall comply with the following:
   Seamless Copper Tubing: Type "K" soft copper, ASTM B88.
   Fittings: Wrought copper (95\_5 Tin Antimony solder joint), ASME B 16.22.
- 15. Minimum trench width shall be 2 feet.
- 16. Contractor shall maintain a minimum of 42" cover on all waterlines. All water line joints are to be mechanical joints with thrust blocking as called out in specifications and construction plans. Water mains and service lines shall be constructed in accordance to the City of Grain Valley's specifications for commercial services.
- 17. All waterlines shall be kept min. ten (10') apart (parallel) from sanitary sewer lines or manholes. Or when crossing, an 24" vertical clearance (outside edge of pipe to outside edge of pipe) of the water line above the sewer line is required.
- 18. Sanitary conflicts will be resolved prior to permit issuance.
- 19. All underground storm, sanitary, water and other utility lines shall be installed, inspected and approved before backfilling. Failure to have inspection approval prior to backfill will constitute rejection of work.
- 20. All necessary inspections and/or certifications required by codes and/or utility service companies shall be performed prior to announced building possession and the final connection of service. Contractor shall coordinate with all utility companies for installation requirements and specifications.
- 21. Refer to building plans for site lighting electrical plan, irrigation, parking lot security system and associated conduit requirements. Coordinate with Owner that all required conduits are in place & tested prior to paving.
- 22. When a building utility connection from site utilities leading up to the building cannot be made immediately, temporarily mark all such site utility
- 23. Refer to the building plans for site lighting electrical requirements, including conduits, pole bases, pull boxes, etc.

## UTILITY KEY NOTES:

CONTRACTOR TO PERFORM AND COORDINATE 8" PUBLIC MAIN EXTENSION (CITY OF GRAIN VALLEY). CONTACT CITY OF GRAIN VALLEY HILL FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE

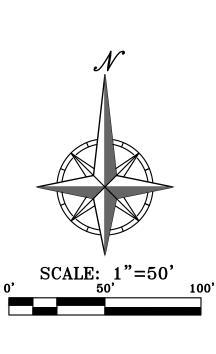
CONTRACTOR FOR FEES BY CITY OF GRAIN VALLEY.

- CONTRACTOR TO PERFORM AND COORDINATE 8"xx" TAP FOR PROPOSED SERVICE LINE. CONTACT CITY OF GRAIN VALLEY FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY CITY OF CRAIN VALLEY.
- PROVIDE AND INSTALL X" WATER METER AND INSTALL METER PER CITY OF GRAIN VALLEY REQUIREMENTS. OWNER SHALL PAY ALL FEES FOR TAP AND METER. ALL LABOR AND MATERIALS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR'S PLUMBER IN ACCORDANCE WITH THE CITY OF GRAIN VALLEY STANDARDS.
- X" SERVICE LINE TO BUILDING. CONTRACTOR SHALL BE REQUIRED TO INSTALL ANY APPURTENANCES ON THE SPRINKLER LINE SUCH AS, BUT NOT LIMITED TO, A DOUBLE CHECK VALVE ASSEMBLY (RE: BUILDING PLANS FOR BUILDING), GATE VALVES, REDUCERS, BENDS, TEES, ETC., WHICH MAY BE REQUIRED. CONTRACTOR TO
- COORDINATE WITH WATER UTILITY.

  CONTRACTOR TO PERFORM AND COORDINATE 8"x6" TAP FOR PROPOSED FIRE LINE. CONTACT CITY OF GRAIN VALLEY FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY CITY OF GRAIN VALLEY
- CONTRACTOR TO INSTALL 6" BACKFLOW PREVENTION DEVICE (DOUBLE CHECK VALVE ASSEMBLY) IN VAULT PER CITY OF GRAIN VALLEY REQUIREMENTS.
- 6" FIRE LINE TO BUILDING. CONTRACTOR SHALL BE REQUIRED TO INSTALL ANY APPURTENANCES ON THE SPRINKLER LINE SUCH AS, BUT NOT LIMITED TO, A DOUBLE CHECK VALVE ASSEMBLY (RE: BUILDING PLANS FOR BUILDING), GATE VALVES, REDUCERS, BENDS, TEES, ETC., WHICH MAY BE REQUIRED. CONTRACTOR TO COORDINATE WITH WATER UTILITY.
- (W8) END PUBLIC WATER MAIN EXTENSION W/ PUBLIC FIRE HYDRANT.
- (W9) CAP AND INSTALL T-POST FOR FUTURE BUILDING DOMESTIC AND FIRE CONNECTIONS.
- PRIVATE STORM SEWER, TYP. (SEE STORM SEWER PLAN & PROFILES)
- INSTALL 6' DIA. PUBLIC SSMH
- TE= EX. X" FL = XXX

PROP. X'' FL =XXX

- (\$2) INSTALL 8" PVC (SDR-26) PUBLIC SANITARY SEWER MAIN EXTENSION.
- INSTALL 6' DIA. PUBLIC SSMH W/ METER.
- INSTALL 6' DIA. PUE
  TE=
  EX. X" FL = XXX
  PROP. X" FL = XXX
- (\$4) INSTALL 6" PVC (SDR-26) PRIVATE SANITARY SEWER SERVICE LINE.
- CONNECT TO BLDG. INTERIOR PLUMBING, TRANSITION
  FROM 4" INTERIOR TO 6" EXTERIOR AT FOUNDATION WALL.
  FG = XXX
  FI YYY



 PROJECT NO. 191117
 No.
 Date
 Revisions:

 DATE:
 01.29.2020
 1. 3/3/2020
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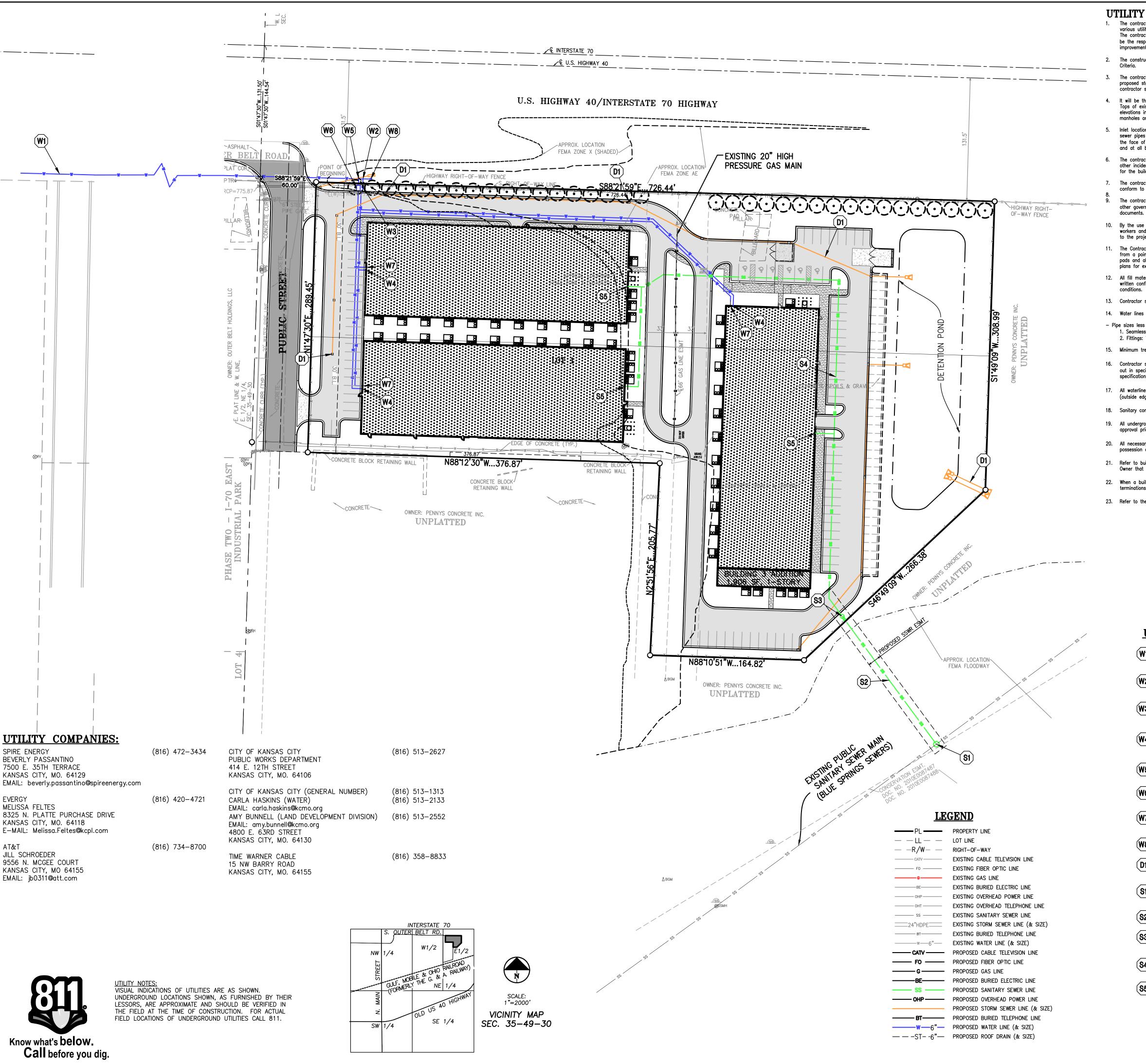
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JAN FACI

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### **UTILITY NOTES:**

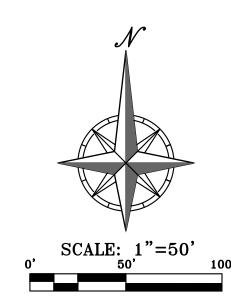
- 1. The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies, and where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility companies at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to coordinate with and relocate &/or remove all existing utilities which conflict with the proposed improvements shown on the plans.
- 2. The construction of storm sewers on this project shall conform to the requirements of the City of Grain Valley's Technical Specifications and Design
- The contractor shall field verify the exact location and elevation of the existing storm sewer lines and the existing elevation at locations where the proposed storm sewer collects or releases to existing ground. If discrepancies are encountered from the information shown on the plans, the contractor shall contact the design engineer. No pipes shall be laid until direction is received from the design engineer.
- 4. It will be the contractors responsibility to field adjust the top of all manholes and boxes as necessary to match the grade of the adjacent area. Tops of existing manholes shall be raised as necessary to be flush with proposed pavement elevations, and to be 6-inches above finished ground elevations in non-paved areas. No separate or additional compensation will be made to the contractor for making final adjustments to the
- 5. Inlet locations, horizontal pipe information and vertical pipe information is shown to the center of the structure. Deflection angles shown for storm sewer pipes are measured from the center of curb inlets and manholes. The contractor shall adjust the horizontal location of the pipes to go to the face of the boxes. All roof drains shall be connected to storm sewer structures. Provide cleanouts on roof drain lines at 100' max. Spacing and at all bend points. Do not connect roof drains directly to storm sewer pipe.
- 6. The contractor shall be responsible for furnishing and installing all fire and domestic water lines, meters, backflow devices, pits, valves and all other incidentals required for a complete operable fire protection and domestic water system. All costs associated with the complete water system for the buildings shall be the responsibility of the contractor. All work shall conform to the requirements of the City of Grain Valley.
- The contractor shall be responsible for furnishing and installing all sanitary sewer service lines from the buildings to the public line. All work shall conform to the requirements of the City of Grain Valley.
- The contractor will be responsible for securing all permits, bonds and insurance required by the contract documents, the City of Grain Valley, and all other governing agencies (including local, county, state and federal authorities) having jurisdiction over the work proposed by these construction documents. The cost for all permits bonds and insurance shall be the contractors responsibility and shall be included in the bid for the work.
- 10. By the use of these construction documents the contractor hereby agrees that he/she shall be solely responsible for the safety of the construction workers and the public. The contractor agrees to hold the engineer and owner harmless for any and all injuries, claims, losses or damages related
- 11. The Contractor shall be responsible for furnishing all materials, tools and equipment and installation of electrical power, telephone and gas service from a point of connection from the public utility lines to the building structures. This will include all conduits, service lines, meters, concrete pads and all other incidentals required for a complete and operational system as required by the owner and the public utilities. Refer to building plans for exact tie-in locations of all utilities. Contractor shall verify connection points prior to installation of utility line.
- 12. All fill material is to be in place, compacted, and consolidated before installation of proposed utilities. On-site geotechnical engineer shall provide written confirmation that this requirement has been met and that utilities may proceed in the fill areas. All utilities are to be placed in trench
- 13. Contractor shall notify the utility authorities inspectors 48 hours before connecting to any existing line.
- 14. Water lines shall be as follows (unless otherwise shown on plans):
- Pipe sizes less than 3-inches that are installed below grade and outside building shall comply with the following: 1. Seamless Copper Tubing: Type "K" soft copper, ASTM B88. 2. Fittings: Wrought copper (95\_5 Tin Antimony solder joint), ASME B 16.22.
- 15. Minimum trench width shall be 2 feet.
- 16. Contractor shall maintain a minimum of 42" cover on all waterlines. All water line joints are to be mechanical joints with thrust blocking as called out in specifications and construction plans. Water mains and service lines shall be constructed in accordance to the City of Grain Valley's specifications for commercial services.
- 17. All waterlines shall be kept min. ten (10') apart (parallel) from sanitary sewer lines or manholes. Or when crossing, an 24" vertical clearance (outside edge of pipe to outside edge of pipe) of the water line above the sewer line is required.
- 18. Sanitary conflicts will be resolved prior to permit issuance.
- 19. All underground storm, sanitary, water and other utility lines shall be installed, inspected and approved before backfilling. Failure to have inspection approval prior to backfill will constitute rejection of work.
- 20. All necessary inspections and/or certifications required by codes and/or utility service companies shall be performed prior to announced building possession and the final connection of service. Contractor shall coordinate with all utility companies for installation requirements and specifications.
- 21. Refer to building plans for site lighting electrical plan, irrigation, parking lot security system and associated conduit requirements. Coordinate with Owner that all required conduits are in place & tested prior to paving.
- 22. When a building utility connection from site utilities leading up to the building cannot be made immediately, temporarily mark all such site utility
- 23. Refer to the building plans for site lighting electrical requirements, including conduits, pole bases, pull boxes, etc.

## **UTILITY KEY NOTES:**

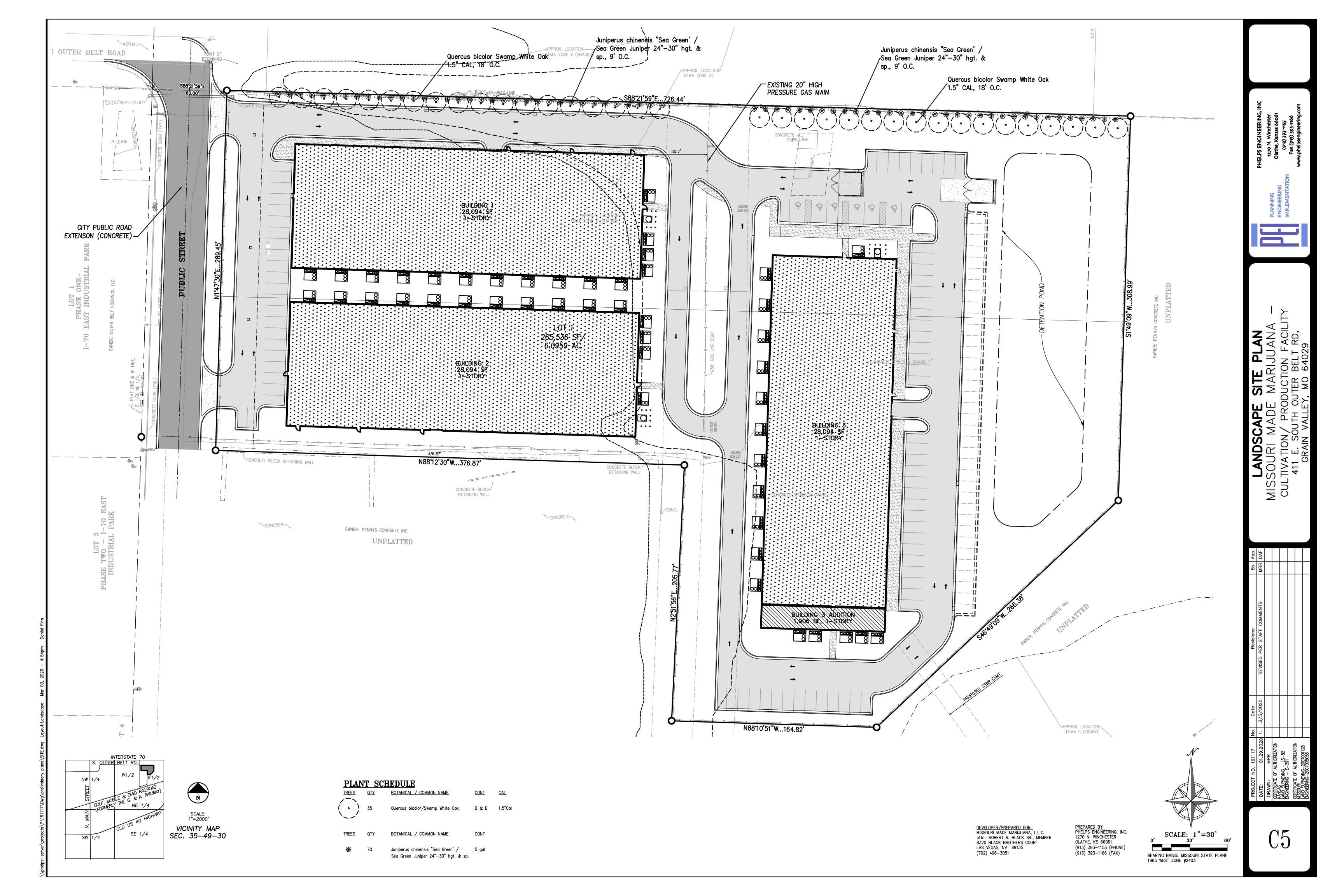
- CONTRACTOR TO PERFORM AND COORDINATE 8" PUBLIC MAIN EXTENSION (CITY OF GRAIN VALLEY). CONTACT CITY OF GRAIN VALLEY HILL FOR REQUIREMENTS.
  CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY CITY OF GRAIN VALLEY.
- CONTRACTOR TO PERFORM AND COORDINATE 8"xX" TAP FOR PROPOSED SERVICE LINE. CONTACT CITY OF GRAIN VALLEY FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY CITY OF GRAIN VALLEY.
- PROVIDE AND INSTALL X" WATER METER AND INSTALL METER PER CITY OF GRAIN VALLEY REQUIREMENTS. OWNER SHALL PAY ALL FEES FOR TAP AND METER. ALL LABOR AND MATERIALS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR'S PLUMBER IN ACCORDANCE WITH THE CITY OF GRAIN VALLEY STANDARDS.
- X" SERVICE LINE TO BUILDING. CONTRACTOR SHALL BE REQUIRED TO INSTALL ANY APPURTENANCES ON THE SPRINKLER LINE SUCH AS, BUT NOT LIMITED TO, A DOUBLE CHECK VALVE ASSEMBLY (RE: BUILDING PLANS FOR BUILDING), GATE VALVES, REDUCERS, BENDS, TEES, ETC., WHICH MAY BE REQUIRED. CONTRACTOR TO COORDINATE WITH WATER UTILITY.
- CONTRACTOR TO PERFORM AND COORDINATE 8"x6" TAP FOR PROPOSED FIRE LINE. CONTACT CITY OF GRAIN VALLEY FOR REQUIREMENTS. CONTRACTOR TO PAY ALL FEES FOR WATER MAIN TAP. OWNER WILL REIMBURSE CONTRACTOR FOR FEES BY
- CONTRACTOR TO INSTALL 6" BACKFLOW PREVENTION DEVICE (DOUBLE CHECK VALVE ASSEMBLY) IN VAULT PER CITY OF GRAIN VALLEY REQUIREMENTS.
- 6" fire line to building. Contractor shall be required to install any appurtenances on the sprinkler line such as, but not limited to, a double CHECK VALVE ASSEMBLY (RE: BUILDING PLANS FOR BUILDING), GATE VALVES, REDUCERS, BENDS, TEES, ETC., WHICH MAY BE REQUIRED. CONTRACTOR TO
- (W8) END PUBLIC WATER MAIN EXTENSION W/ PUBLIC FIRE HYDRANT.
- (D1) PRIVATE STORM SEWER, TYP. (SEE STORM SEWER PLAN & PROFILES)
- INSTALL 6' DIA. PUBLIC SSMH  $^{J}$  EX. X" FL = XXX

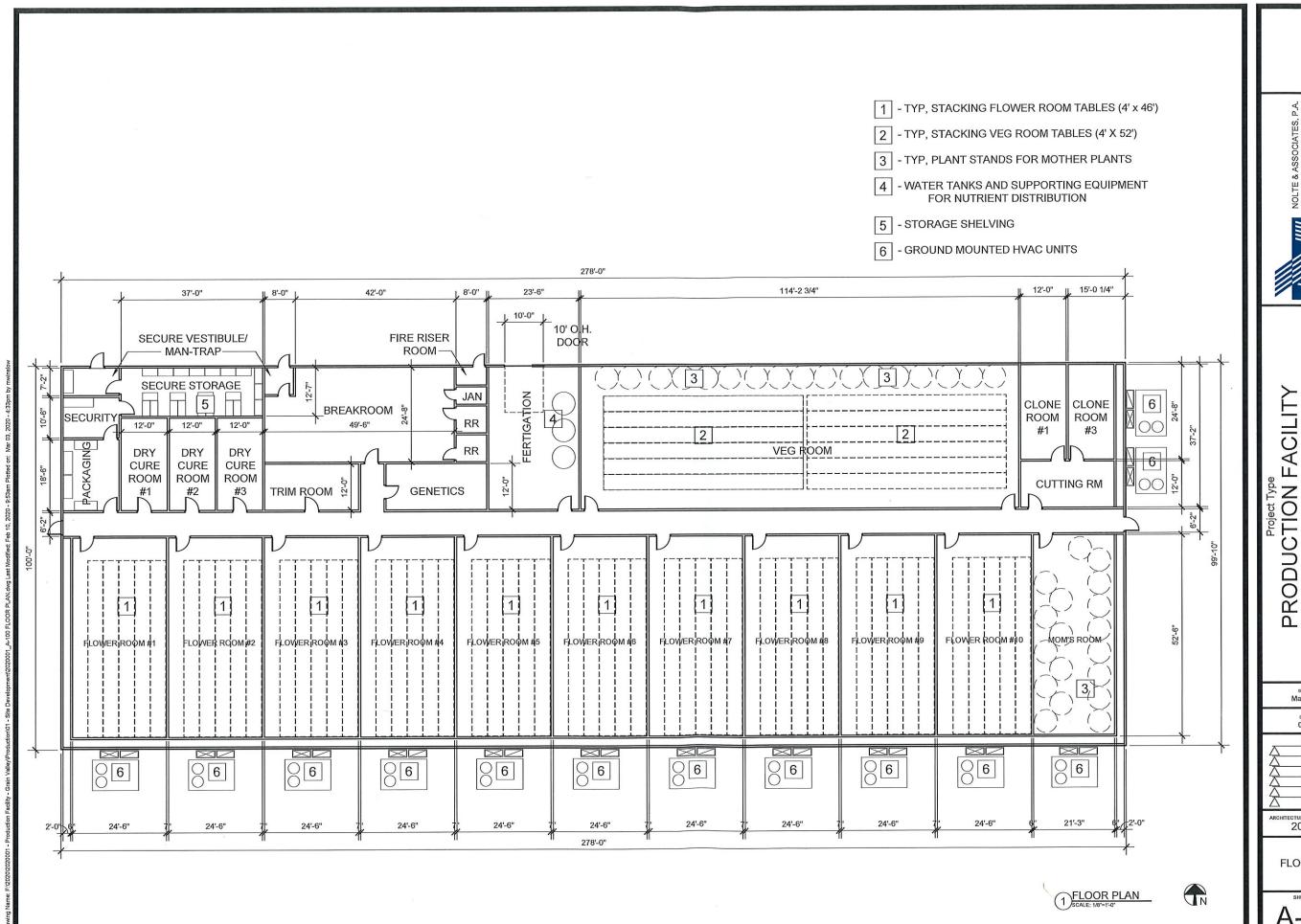
COORDINATE WITH WATER UTILITY.

- PROP. X'' FL =XXX (\$2) INSTALL 8" PVC (SDR-26) PUBLIC SANITARY SEWER MAIN EXTENSION.
- INSTALL 6' DIA. PUBLIC SSMH W/ METER. S3 TE=
- EX. X'' FL = XXXPROP. X'' FL = XXX
- (\$4) INSTALL 6" PVC (SDR-26) PRIVATE SANITARY SEWER SERVICE LINE.
- CONNECT TO BLDG. INTERIOR PLUMBING, TRANSITION FROM 4" INTERIOR TO 6" EXTERIOR AT FOUNDATION WALL. FL = XXX



MIS;





RODUCTION FACILITY
GRAIN VALLEY, MO

DATE PRINTED Mar 03, 2020

DATE ISSUED: 00.00.00

REVISIONS

2020001

FLOOR PLAN

A-100

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	5/27/2020		
BILL NUMBER	B20-11		
AGENDA TITLE	AN ORDINANCE APPROVING THE FINAL PLAT OF BLACK INDUSTRIES		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	MARK TROSEN, DIREC	CTOR	
FISCAL INFORMATION	Cost as recommended:	N/A	
	Budget Line Item:	N/A	
	Balance Available	N/A o	
	New Appropriation Required:	[] Yes [X] No	
PURPOSE	To gain final plat approv	al for Black Industries	
BACKGROUND	Missouri Made Marijuana (MMM) is in the process of receiving a Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70.		
SPECIAL NOTES	The property is owned by Penny's Concrete, Inc. Penny's Concrete, Inc. has given approval to submit the final plat.		
ANALYSIS	The final plat is a one lot subdivision. The one lot will contain the three buildings to support the cultivation facility. The site has access to city water and sewer. The final plat conforms to city standards and the engineering civil plans have been approved by the City Engineer.		
PUBLIC INFORMATION PROCESS	N/A		

BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at May 13, 2020 meeting
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Final Plat, Staff Report, Application, and Corporate Consent

#### CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B20-11</u>

May 11, 2020 (6-0)

#### AN ORDINANCE APPROVING THE FINAL PLAT OF BLACK INDUSTRIES

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

**WHEREAS,** a meeting was held on May 13, 2020 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

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

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

**SECTION 1:** The final plat of Black Industries is approved.

**SECTION 2:** The property legally described below as Black Industries plat:

All that part of the East One-half of the Northeast Quarter of Section 35, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, being more particularly described as follows:

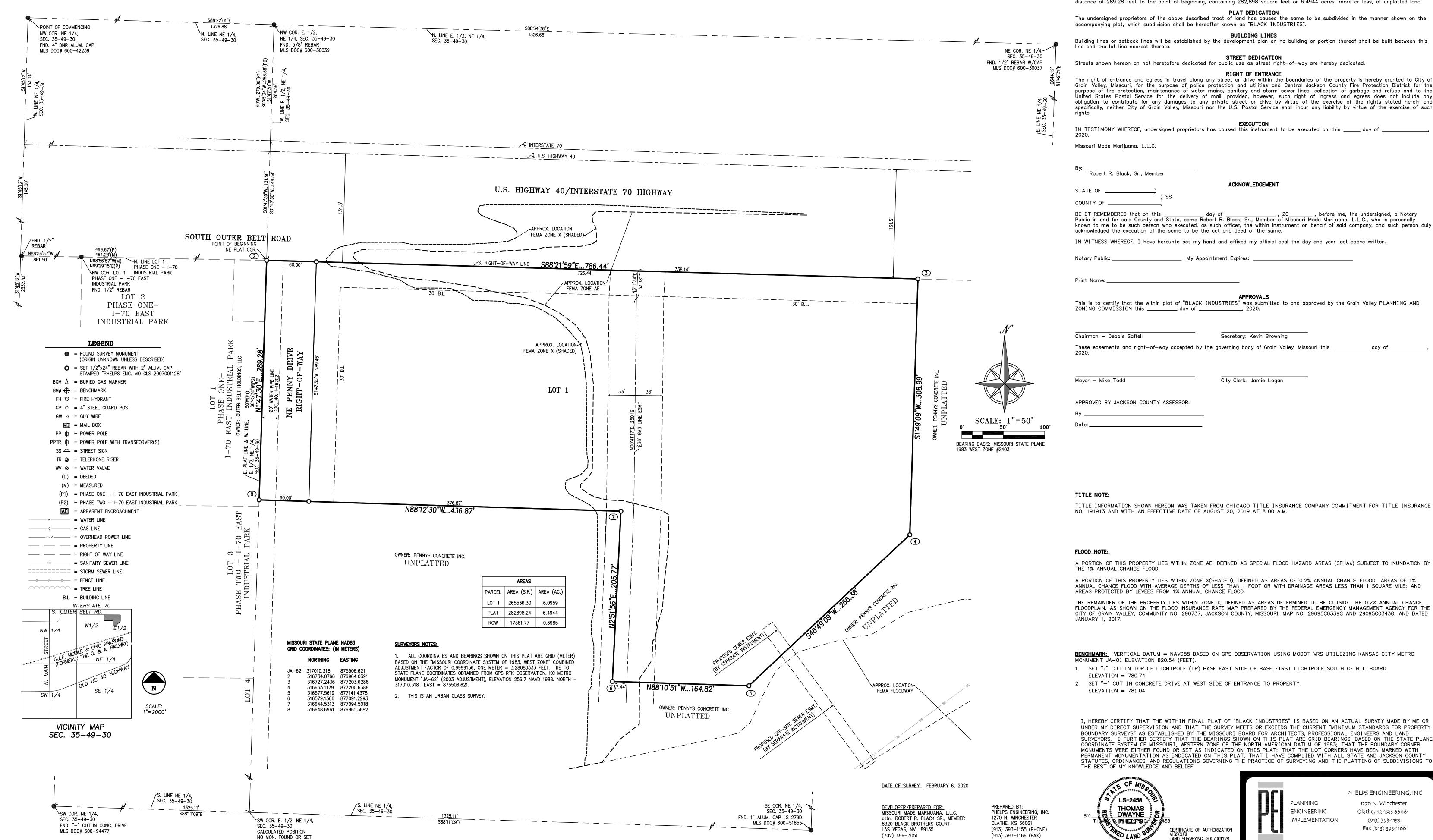
Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence S 88°22'01" E, along the North line of the Northeast Quarter of said Section 35, a distance of 1326.88 feet to the Northwest corner of the East One-half of the Northeast Quarter of said Section 35; thence S 1°47'30" W, along the West line of the East One-half of the Northeast Quarter of said Section 35, a distance of 284.56 feet to the Northeast plat corner of PHASE ONE- I-70 EAST INDUSTRIAL PARK, a platted subdivision of land in the City of Grain Valley, Jackson County, Missouri, said point also being a point on the South right-of-way line of U.S. Highway 40/Interstate 70 Highway, as now established, said point also being the point of beginning; thence S 88°21'59" E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 786.44 feet; thence S 1°49'09" W, a distance of 308.99 feet; thence S 46°49'09" W, a distance of 266.38 feet; thence N 88°10'51" W, a distance of 164.82 feet; thence N 2°51'56" E, a distance of 205.77 feet; thence N 88°12'30" W, a distance of 436.87 feet to a point on the East plat line of said PHASE ONE- I-70 EAST INDUSTRIAL PARK; thence N 1°47'30" E, along the East plat line of said PHASE ONE- I-70 EAST

INDUSTRIAL PARK, a distance of 289.28 feet to the point of beginning, containing 282,898 square feet or 6.4944 acres, more or less, of unplatted land.

Read two times and PASSED by the and nay votes being recorded as follows:	Board of Aldermen thisday of, <u>2020</u> , the aye ows:		
ALDERMAN BASS ALDERMAN HEADLEY ALDERMAN TOTTON	ALDERMAN CLEAVER ALDERMAN STRATTON ALDERMAN WEST		
Mayor (in th	(in the event of a tie only)		
Approved as to form:			
Lauber Municipal Law City Attorney	Mike Todd Mayor		
ATTEST:	·		
Jamie Logan City Clerk			

# BLACK INDUSTRIES

ALL THAT PART OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI



PEI# 191117 - 3/19/20

Error Closure: 0.000477' North: 0.0003626' East: 0.0003105' Perimeter: 2458.56' Precision 1:5154205

LEGAL DESCRIPTION

All that part of the East One-half of the Northeast Quarter of Section 35, Township 49 North, Range 30 West, in the City of Grain Valley, Jackson County, Missouri, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence S 88°22'01" E, along the North line of the Northeast Quarter of said Section 35, a distance of 1326.88 feet to the Northwest corner of the East One—half of the Northeast Quarter of said Section 35; thence S 1°47'30" W, along the West line of the East One-half of the Northeast Quarter of said Section 35, a distance of 284.56 feet to the Northeast plat corner of PHASE ONE— I—70 EAST INDUSTRIAL PARK, a platted subdivision of land in the City of Grain Valley, Jackson County, Missouri, said point also being a point on the South right—of—way line of U.S. Highway 40/Interstate 70 Highway, as now established, said point also being the point of beginning; thence S 88°21'59" E, along the South right-of-way line of said U.S. Highway 40/Interstate 70 Highway, a distance of 786.44 feet; thence S 1°49'09" W, a distance of 308.99 feet; thence S 46°49'09" W, a distance of 266.38 feet; thence N 88°10'51" W, a distance of 164.82 feet; thence N 2°51'56" E, a distance of 205.77 feet; thence N 88°12'30" W, a distance of 436.87 feet to a point on the East plat line of said PHASE ONE— I-70 EAST INDUSTRIAL PARK; thence N 1°47'30" E, along the East plat line of said PHASE ONE- I-70 EAST INDUSTRIAL PARK, of distance of 289.28 feet to the point of beginning, containing 282,898 square feet or 6.4944 acres, more or less, of unplatted land.

PLAT DEDICATION The undersigned proprietors of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereafter known as "BLACK INDUSTRIES".

BUILDING LINES Building lines or setback lines will be established by the development plan an no building or portion thereof shall be built between this

line and the lot line nearest thereto.

STREET DEDICATION

Streets shown hereon an not heretofore dedicated for public use as street right-of-way are hereby dedicated.

Grain Valley, Missouri, for the purpose of police protection and utilities and Central Jackson County Fire Protection District for the purpose of fire protection, maintenance of water mains, sanitary and storm sewer lines, collection of garbage and refuse and to the United States Postal Service for the delivery of mail, provided, however, such right of ingress and egress does not include any obligation to contribute for any damages to any private street or drive by virtue of the exercise of the rights stated herein and specifically, neither City of Grain Valley, Missouri nor the U.S. Postal Service shall incur any liability by virtue of the exercise of such

RIGHT OF ENTRANCE

IN TESTIMONY WHEREOF, undersigned proprietors has caused this instrument to be executed on this

Missouri Made Marijuana, L.L.C.

**ACKNOWLEDGEMENT** 

Public in and for said County and State, came Robert R. Black, Sr., Member of Missouri Made Marijuana, L.L.C., who is personally known to me to be such person who executed, as such officer, the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of the same.

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

My Appointment Expires:

This is to certify that the within plat of "BLACK INDUSTRIES" was submitted to and approved by the Grain Valley PLANNING AND ZONING COMMISSION this \_\_\_\_\_ day of \_\_\_\_

Chairman — Debbie Saffell Secretary: Kevin Browning

These easements and right-of-way accepted by the governing body of Grain Valley, Missouri this \_\_\_\_\_ day of

City Clerk: Jamie Logan

APPROVED BY JACKSON COUNTY ASSESSOR:

TITLE NOTE:

TITLE INFORMATION SHOWN HEREON WAS TAKEN FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE NO. 191913 AND WITH AN EFFECTIVE DATE OF AUGUST 20, 2019 AT 8:00 A.M.

FLOOD NOTE: A PORTION OF THIS PROPERTY LIES WITHIN ZONE AE, DEFINED AS SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY

A PORTION OF THIS PROPERTY LIES WITHIN ZONE X(SHADED), DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1%

ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF GRAIN VALLEY, COMMUNITY NO. 290737, JACKSON COUNTY, MISSOURI, MAP NO. 29095C0339G AND 29095C0343G, AND DATED

**BENCHMARK:** VERTICAL DATUM = NAVD88 BASED ON GPS OBSERVATION USING MODOT VRS UTILIZING KANSAS CITY METRO MONUMENT JA-01 ELEVATION 820.54 (FEET).

- 1. SET "" CUT IN TOP OF LIGHTPOLE (LP) BASE EAST SIDE OF BASE FIRST LIGHTPOLE SOUTH OF BILLBOARD

2. SET "+" CUT IN CONCRETE DRIVE AT WEST SIDE OF ENTRANCE TO PROPERTY. ELEVATION = 781.04

I, HEREBY CERTIFY THAT THE WITHIN FINAL PLAT OF "BLACK INDUSTRIES" IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEETS OR EXCEEDS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT THE BEARINGS SHOWN ON THIS PLAT ARE GRID BEARINGS, BASED ON THE STATE PLANE COORDINATE SYSTEM OF MISSOURI, WESTERN ZONE OF THE NORTH AMERICAN DATUM OF 1983; THAT THE BOUNDARY CORNER MONUMENTS WERE EITHER FOUND OR SET AS INDICATED ON THIS PLAT; THAT THE LOT CORNERS HAVE BEEN MARKED WITH PERMANENT MONUMENTATION AS INDICATED ON THIS PLAT; THAT I HAVE COMPLIED WITH ALL STATE AND JACKSON COUNTY STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE PLATTING OF SUBDIVISIONS TO



THE BEST OF MY KNOWLEDGE AND BELIEF.





PHELPS ENGINEERING, INC 1270 N. Winchester Olathe, Kansas 66061 (913) 393-1155

Fax (913) 393-1166

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### Community Development Mark Trosen, Director

BOA Staff Report
May 27, 2020
Application for Final Plat – Black Industries

**PURPOSE:** The purpose of this request is to gain final plat approval for the subdivision.

**BACKGROUND:** Missouri Made Marijuana (MMM) is in the process of receiving a Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on approximately 6 acres. The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70.

MMM has filed a minor (final) subdivision plat that proposes a 6-acre lot that will contain three buildings to support the cultivation facility.

**ANALYSIS:** The property is owned by Penny's Concrete, Inc. Penny's Concrete, Inc. has given approval to submit the final plat, Black Industries.

Penny's Concrete, Inc. owns approximately 26 acres in this area. The proposed cultivation facility will be located north of the existing concrete batch plant, that will remain on the property.

To access the medical marijuana cultivation facility and concrete batch plant facility, the plat illustrates a right-of-way for a public street to be named NE Penny Drive. The street right-of-way width is 60 feet which is the dimension for a Collector Street. The Collector Street will be built with a 36-foot-wide back of curb to back of curb concrete street.

The site has access to City water and city sewer.

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

The Planning and Zoning Commission recommended approval at their May 13, 2020 meeting.

**STAFF RECOMMENDATION:** Staff recommends approval.

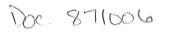
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711 Main Street Grain Valley, MO 64029 816.847.6220 816.847.6206 fax www.cityofgrainvalley.org

### PLANNING & ZONING APPLICATION

PROJECT INFORMATION			
Location: South Outer Belt (Penny's Concret	e si	te)	
Subdivision:N/ALot #:Zoning District:M-1			
Description of Request: Minor Subdivision for use	of	property as a medical	
marijuana cultivation facility			
		2020 0054	
APPLICANT INFORMATION			
Name: Randy Black, Sr. c/o Steven Lucas			
Company: Missouri Made Marijuana LLC c/o Ro			
Address: 4510 Belleview, Suite 300, Kansas	City	, MO 64111	
Telephone: 816-753-9200 Fax: 816-753-9201	E-mai	:_slucas@rousepc.com	
Property Owner: Penny's Concrete Inc.			
Additional Contact(s): Phelps Engineering; Judd C	laus	sen	
Type of Application: Check Type & Submit Corresponding Requirements		Submittal Requirement List:	
Rezoning 1 • 2 • 5 • 10 • 11 • 14	1	Legal description of subject property	
Ordinance Amendment 10	2	Map depicting general location of site	
Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3	Summary Site Analysis depicting current character of site	
Temporary Use Permit 2 • 10 • 14	4	Preliminary Plat (3 full size copies)	
Preliminary Plat 1 • 3 • 4 • 14	5	Preliminary Development/ Site Plan (6 copies)	
X Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6	Final Plat (6 copies) Final Development/ Site Plan (6 copies)	
Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	7 8	Landscaping Plan (6 copies)	
Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15 Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15	9	Building Elevations (6 copies)	
	10	Written description of the proposal	
Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	11		
Future Land Use Map (Refer to page 9)	12	List of property owners within 185 feet  Construction plans for all public works	
Note:	12	improvements (6 copies)	
	13	Copies of tax certificates from City and County	
Include at least one 8 ½ x 11 copy of all	14	Proof of ownership or control of property (deed,	
drawings	1 '-	contract, lease) or permission from property owner	
and plans will all applications.	15	Off-site easements if necessary	
and plane vin an approach	16	Survey of vacation area	
	17	Utility Comment Form - City will provide form	
[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]			
The applicant hereby agrees that all information is provided as req	uired w	vith this application and the City	
Code: 02/ 10 /20			
Applicant's Signature ( and )		Date	
Appneantsognature			
Agent for Missouri Made Marijuana LLC			
Applicant's Signature		Date	



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### **CORPORATE CONSENT**

State of Kansas )
State of Kansas ) )ss County of Johnson )
I, William J. Penny as C.E.O., on behalf of and through
the authority of the Board of Directors for <b>Penny's Concrete, Inc.</b> , owner of the property
described in the application for Special Use Permit and applicable subdivision application,
acknowledge the submission of said application on behalf of said corporation and agree to bind
the subject property on behalf of said corporation in accordance with the submitted plan and with
any representation made by <u>James C. Bowers</u> , Jr. and Steven M. Lucas with Rouse Frets
White Goss Gentile Rhodes, P.C.  PENNY'S  PENNEY'S CONCRETE, INC.
By: William J. Penny Tile: CEO.
Subscribed and sworn to before me a notary public this 10th day of February 2020.
My commission expires:  Notary Public
JUDD D.CLAUSSEN Notary Public-State of Kansas My Appt. Expires 3 3 20

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CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	5/27/2020		
BILL NUMBER	B20-12		
AGENDA TITLE	AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR THE LOFTS AT OLD TOWNE MARKET PLACE AND THE FINAL PLAT OF OLD TOWNE MARKET PLACE 12 <sup>TH</sup> PLAT		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	MARK TROSEN, DIREC	CTOR	
FISCAL INFORMATION	Cost as recommended:	N/A	
	Budget Line Item:	N/A	
	Balance Available	N/A	
	New Appropriation Required:	[] Yes [ X] No	
PURPOSE	To gain final development plan and final plat approval for the Lofts at Old Towne Market Place		
BACKGROUND	The BOA approved Ordinance 2496 on March 23, 2020 that changed the zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District-Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District-Planned Overlay District. The BOA also approved the preliminary development plan.		
SPECIAL NOTES	None		
ANALYSIS	The final development plan is like the approved preliminary development plan and complies with the requirements of the City's land use regulations. The final plat meets all the requirements of the City's subdivision regulations. The City Engineer has approved the civil engineering plans.		

PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission recommended approval at their May 13, 2020 meeting	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Ordinance, Final Plat, Final Development Plan, Building Elevations, Application and Staff Report	

#### CITY OF GRAIN VALLEY

STATE OF MISSOURI

BILL NO. <u>B20-12</u>

ORDINANCE NO.	
SECOND READING	
FIRST READING	May 27, 2020

## AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR THE LOFTS AT OLD TOWNE MARKET PLACE AND THE FINAL PLAT OF OLD TOWNE MARKET PLACE 12<sup>TH</sup> PLAT

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

WHEREAS, a meeting was held on May 13, 2020 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final development plan and final plat: and

**WHEREAS**, the Board of Aldermen is in acceptance of the final development plan and final plat, easements and right-of-way that are dedicated for public purposes.

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

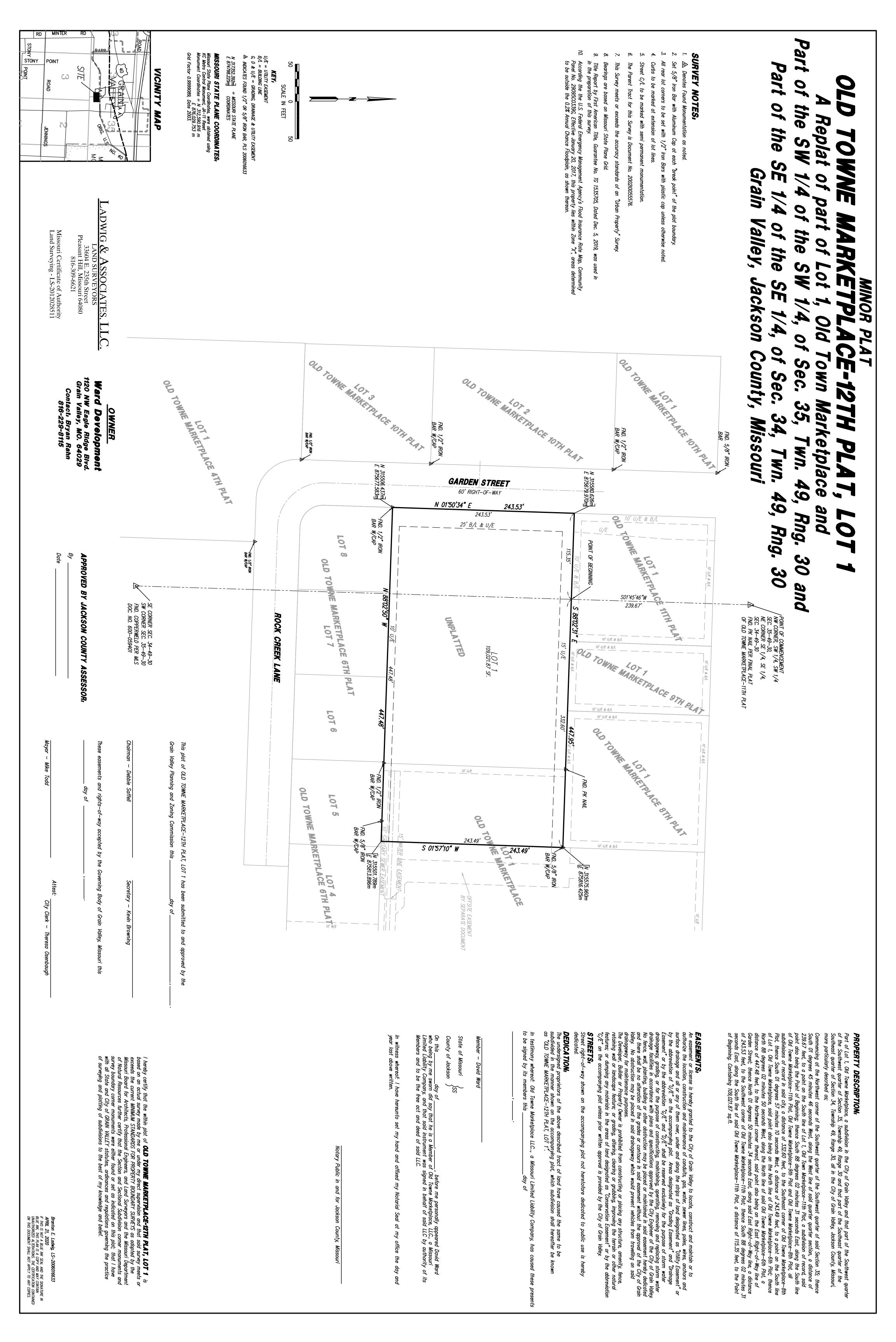
**SECTION 1:** The Final Development Plan for the Lofts at Old Towne Market Place and the Final Plat of Old Towne Market Place 12<sup>th</sup> Plat are approved

**SECTION 2:** The property legally described below as Old Towne Market Place 12<sup>th</sup> plat:

Part of Lot 1, Old Towne Marketplace, a subdivision in the City of Grain Valley and that part of the Southwest quarter of the Southwest quarter of Section 35, Township 49, Range 30 and that part of the Southeast quarter of the Southeast quarter of Section 34, Township 49, Range 30, all in the City of Grain Valley, Jackson County, Missouri, more particularly described as; Commencing at the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 35; thence South 01 degrees 45 minutes 46 seconds West, along the West line of said quarter quarter section, a distance of 239.67 feet, to a point on the South line of Lot 1, Old Town Marketplace-11th Plat, a subdivision of record, said point also being the Point of Beginning; thence South 88 degrees 02 minutes 31 seconds East, along the South line of Old Towne Marketplace-8th Plat, all subdivisions of record in said city, a distance of 332.60 feet, to the Southeast corner of Old Towne Marketplace-8th Plat, thence South 01 degrees 57 minutes 10 seconds West, a distance of 243.49 feet, to a point on the South line of Lot 1, Old Towne Marketplace, said point also being on the North line of Old Towne Marketplace-6th Plat; thence North 88 degrees 02 minutes 50 seconds West, along the North line of said Old Towne Marketplace-6th Plat, a distance of 447.48

feet, to the Northwest corner thereof, said point also being on the East Right-of-Way line of Garden Street; thence North 01 degrees 50 minutes 34 seconds East, along said East Right-of-Way line, a distance of 243.53 feet, to the Southwest corner of Old Towne Marketplace-11th Plat; thence South 88 degrees 02 minutes 31 seconds East, along the South line of said Old Towne Marketplace-11th Plat, a distance of 115.35 feet, to the Point of Beginning. Containing 109,021.87 sq.ft.

Read two times and PASSED by and nay votes being recorded as		, <u>2020</u> , the aye
ALDERMAN BASS ALDERMAN HEADLEY ALDERMAN TOTTON	ALDERMAN CLEAVER ALDERMAN STRATTON ALDERMAN WEST	
Mayor	(in the event of a tie only)	
Approved as to form:		
Lauber Municipal Law City Attorney	Mike Todd Mayor	
ATTEST:		
Jamie Logan City Clerk		



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### **GENERAL NOTES**

- 1. See architectural submittal for all building dimensions, monument signs and lighting details.
- 2. See architectural/structural/mechanical/electrical drawings for
- miscellaneous site equipment and pads. 3. There shall be two way traffic movement.
- 4. All curb shall be CG-1 unless otherwise noted. 5. All sidewalk shall be ADA compliant
- 6. Handicap parking signs, 5' above finish grade, shall be placed at the head of the designated parking spaces.
- 7. ADA accessible ramp to have detectable surface on public handicap ramps only. Detectable surfaces do not need to be installed on the ramps at commercial drives. See KCAPWA web site for details.

### CITY OF GRAIN VALLEY GENERAL NOTES

- I. The contractor shall have one (I) signed copy of the plans (approved by the City of Grain Valley) and one (1) copy of the approved Construction Standards and Specifications at the job site at all times.
- 2. Construction of the improvements shown or implied by this set of drawings shall not be initiated or any part thereof undertaken until the City is notified of such intent, and all required and properly executed bonds and permit fees are received and approved by the City.
- 3. The City of Grain Valley plan review is only for general conformance with City of Grain Valley Criteria and the City Code. The City is not responsible for the accuracy and adequacy of the design, or dimensions and elevations, which shall be confirmed and correlated at the job site. The City of Grain Valley through approval of this document assumes no responsibility other than that as stated above for the completeness and/or accuracy of this document.
- 4. Development plans are approved initially for one (1) year after which they automatically become void and must be updated and re-approved by the City Engineer before any construction will be permitted.
- 5. All construction materials and methods used shall comply with the current City of Grain Valley standards and construction specifications.
- 6. All materials and workmanship associated with this project shall be subject to inspection by the City of Grain Valley. The City of Grain Valley reserves the right to accept or reject any such materials and workmanship that does not conform to the City Standards and Technical Specifications.
- 7. The Contractor shall satisfy himself as to the accuracy of all measurements prior to construction of any permanent structure.
- 8. The contractor shall notify the City of Grain Valley Engineering Services Department forty-eight (48) hours prior to beginning construction.
- 9. All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. Utilities damaged through the negligence of the contractor to obtain the location of same shall be repaired or replaced by the contractor at his expense and with immediate notice to the City prior to repair or replacement.
- 10. Contractor shall not be allowed to work on Saturdays, Sundays or Holidays without prior approval by the City.
- II. By use of these plans the Contractor agrees that he shall be solely responsible for the safety of the construction workers and the public.
- 12. The Contractor shall notify the engineer immediately of any discrepancies in the
- 13. All fill areas indicated shall be compacted to 95% Standard Proctor Density at +/-2% optimum moisture content. Documentation shall be provided and approved by
- 14. All ditch lines within the Street right of way shall be compacted to 95% Standard Proctor Density at +/- 2% optimum moisture content. Documentation shall be provided and approved by the City.
- 15. Excavation and the removal of existing paving and curbs may not be wasted on site and is to be hauled off by the contractor. Contractor to be responsible for the disposal of excess materials.
- 16. It shall be the responsibility of the Contractor to control erosion and siltation during all phases of construction. All areas disturbed by the contractor shall be sodded or seeded if approved by City unless otherwise noted on the plans.
- 17. Relocation of any water line, sewer line or service line thereof required for the construction of this project shall be the responsibility of the contractor at his expense and with prior notice to the City.
- 18. The Contractor shall be responsible for the removal and/or temporary mounting and replacement of all existing street marker signs, stop signs, speed limit and other traffic control signs affected by construction with prior notice to the City.
- 19. Storm sewer pipe under streets shall be reinforced concrete pipe with HDPE as a potential alternative at the discretion of the City.
- 20. All proposed and existing street crossings shall be tamped granular backfill (Type 3) from the bottom of the trench to a point that is 15" below the finished grade of the street. All existing street crossings shall be filled with flowable fill per detail
- 21. Pipes that are to be encased and or anchored with concrete, the trench line is to remain open until the concrete has reached 2000 PSI or 7 days, whichever comes
- 22. The location of existing utilities as shown are approximate. It shall be the responsibility of the Contractor to verify the locations of all exiting utilities.
- 23. Contractor shall submit all Asphaltic Concrete and PCC mix designs to the City of Grain Valley for approval prior to the start of construction.

APPROVAL BLOCK. A signature block shall be required on the cover sheet of all plans and reports submitted for review and approval. All plans require the signature of the City Engineer and the date of such signing for formal approval by the City.

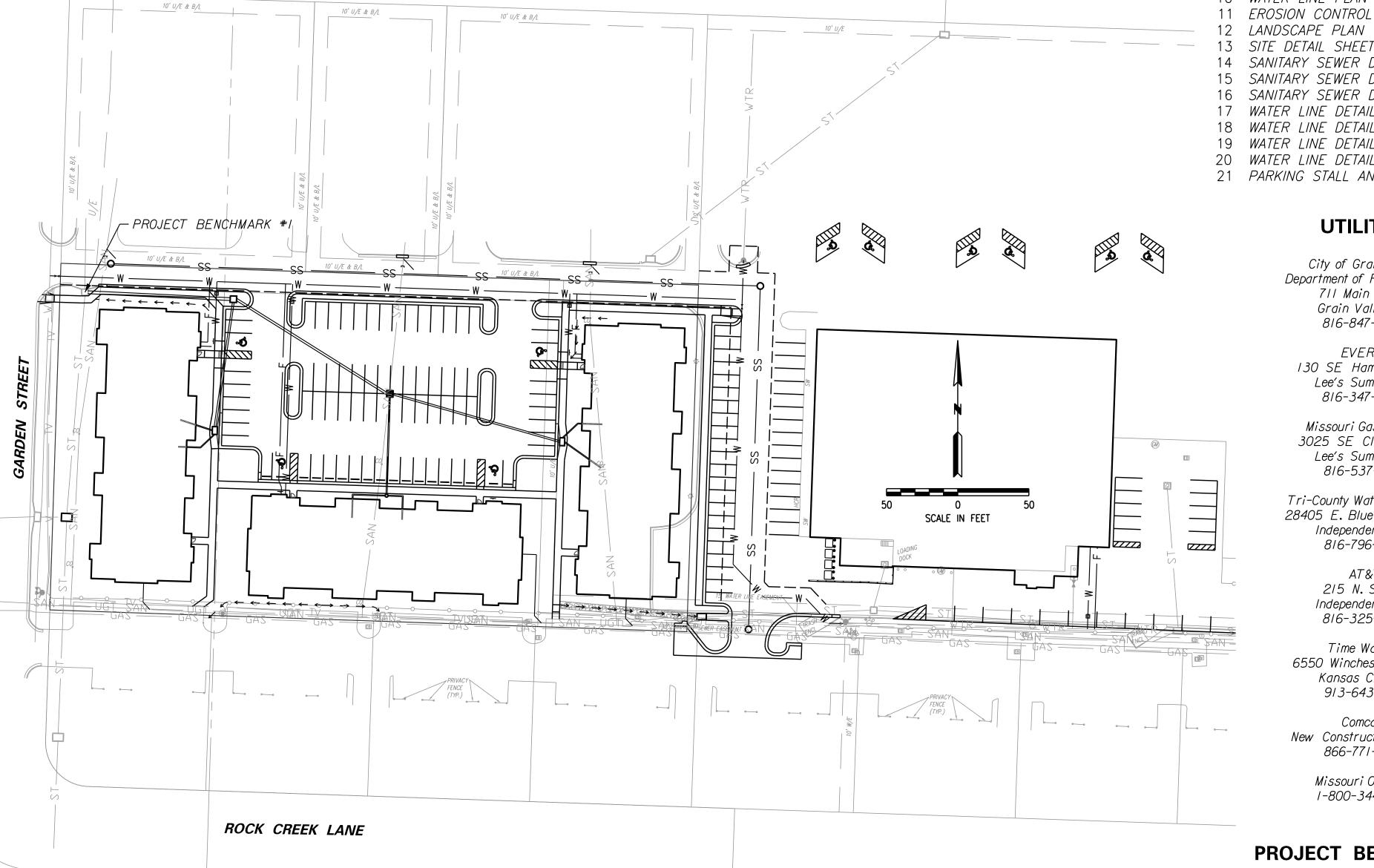
The general form of the approval block shall be as follows:

APPROVED FOR ONE YEAR FROM THIS DATE

*APPROVED* 

City of Grain Valley

# THE LOFTS AT OLD TOWNE MARKET PLACE GRAIN VALLEY, JACKSON COUNTY, MISSOURI FINAL DEVELOPMENT PLAN



## PLANS PREPARED FOR

## WARD DEVELOPMENT

EAGLE RIDGE BLVD 1120 NW **GRAIN VALLEY, MO 64029 CONTACT - BRYAN RAHN** 816-985-2641

## PLANS PREPARED BY

## **HG CONSULT**

11010 HASKELL ST. STE. #210 KANSAS CITY, KS 66109 **CONTACT - KEVIN STERRETT** 816-703-7098

## INDEX

## FINAL DEVELOPMENT PLANS

COVER SHEET

DEMOLITION PLAN

DIMENSION PLAN GRADING PLAN SIDEWALK RAMP. CONCRETE FLUME. AND CURB CUT DETAILS STORM SEWER PLAN AND PROFILE DRAINAGE AREA MAP & STORM SEWER CALCS. SANITARY SEWER AND WATER LINE GENERAL NOTES SANITARY SEWER PLAN AND PROFILE

10 WATER LINE PLAN AND PROFILE EROSION CONTROL PLAN LANDSCAPE PLAN

14 SANITARY SEWER DETAILS 15 SANITARY SEWER DETAILS 16 SANITARY SEWER DETAILS WATER LINE DETAILS

18 WATER LINE DETAILS 19 WATER LINE DETAILS 20 WATER LINE DETAILS

21 PARKING STALL ANALYSIS

## UTILITIES

City of Grain Valley Department of Public Works 711 Main Street Grain Valley, Mo. 816-847-6220

**EVERGY** 130 SE Hamblen Road Lee's Summit, Mo. 816-347-4320

Missouri Gas Energy 3025 SE Clover Road Lee's Summit, Mo. 816-537-4681

Tri-County Water Authority 28405 E. Blue Valley Road Independence, Mo. 816-796-4160

> AT&T 215 N. Spring Independence, Mo. 816-325-5610

Time Warner 6550 Winchester Avenue Kansas City. Mo. 913-643-1901

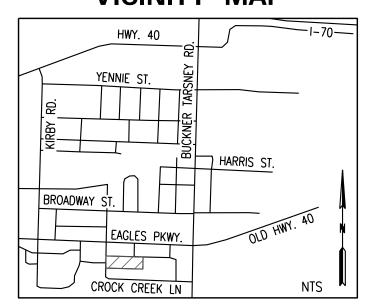
Comcast New Construction Hotline 866-771-2281

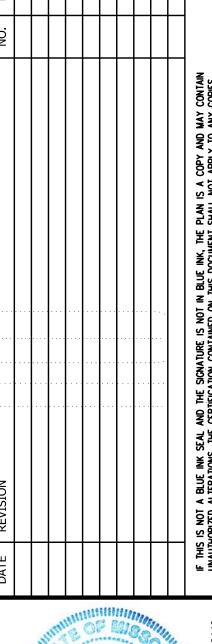
> Missouri One Call 1-800-344-7483

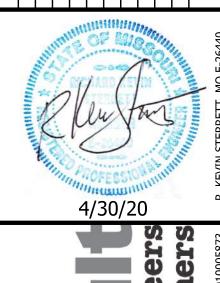
### PROJECT BENCHMARK

#1 Top of Existing Curb Inlet near Northwest Corner of Property Corner N:1035349.15 E: 2872982.59 Top Elev. 783.4

### **VICINITY MAP**





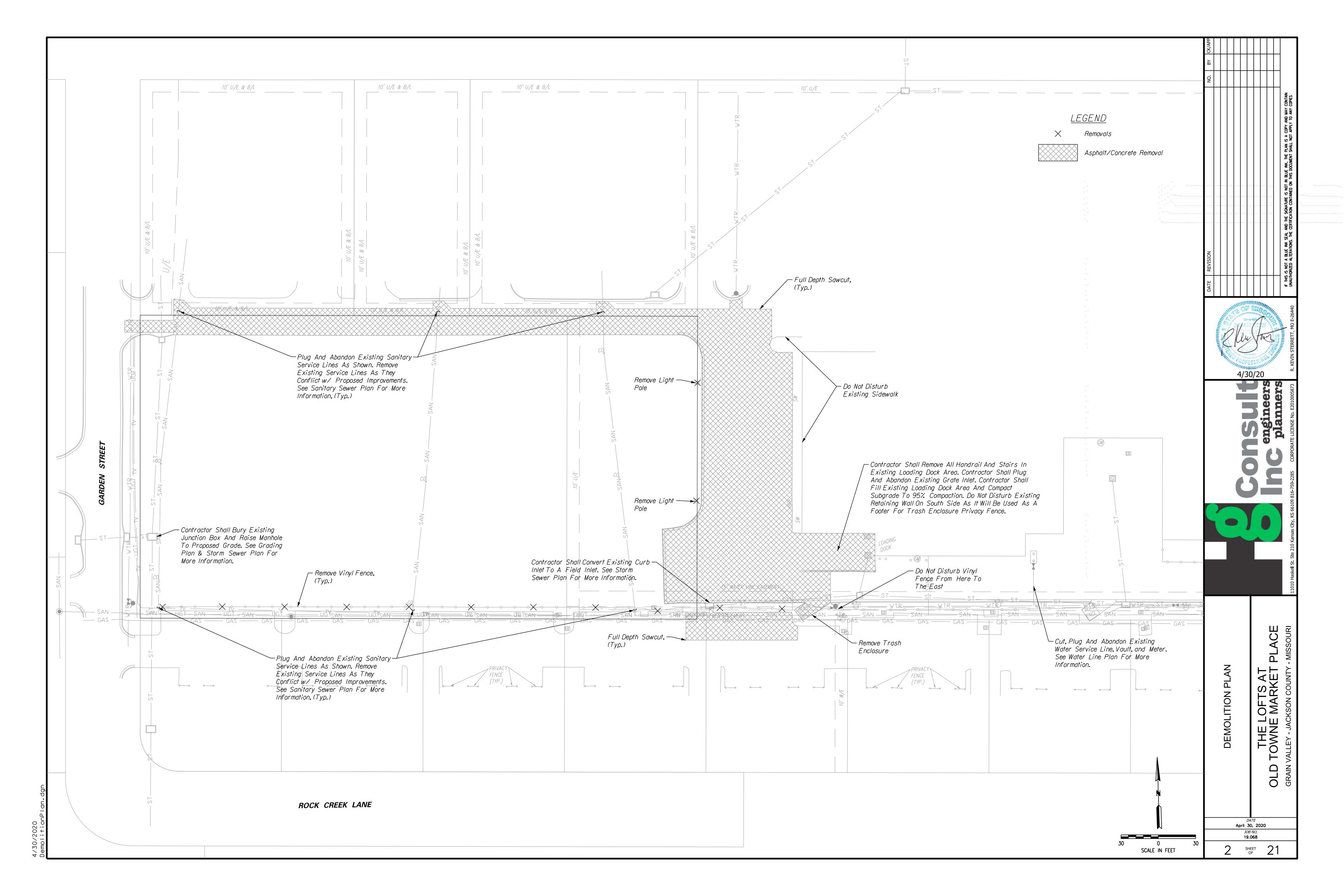


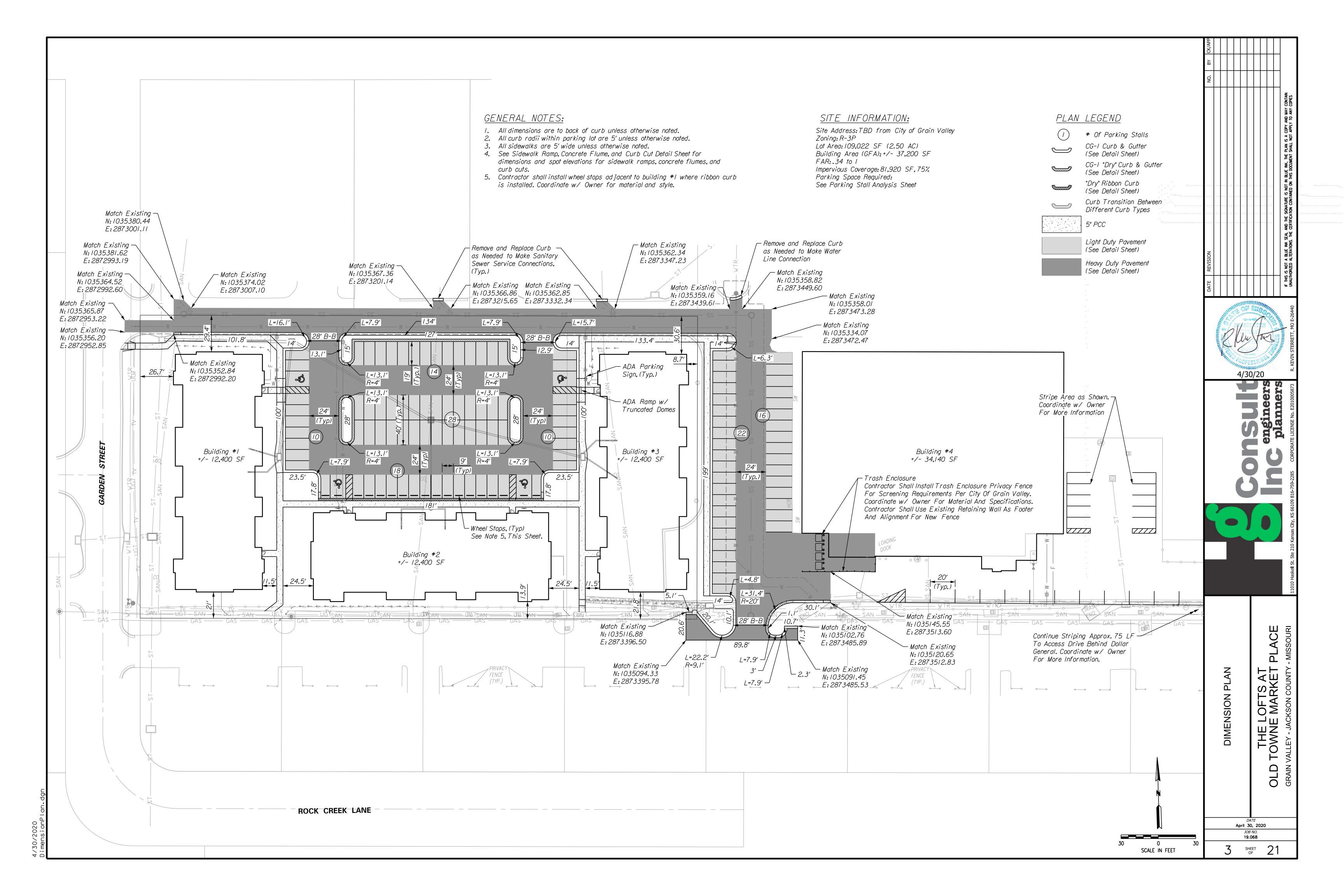


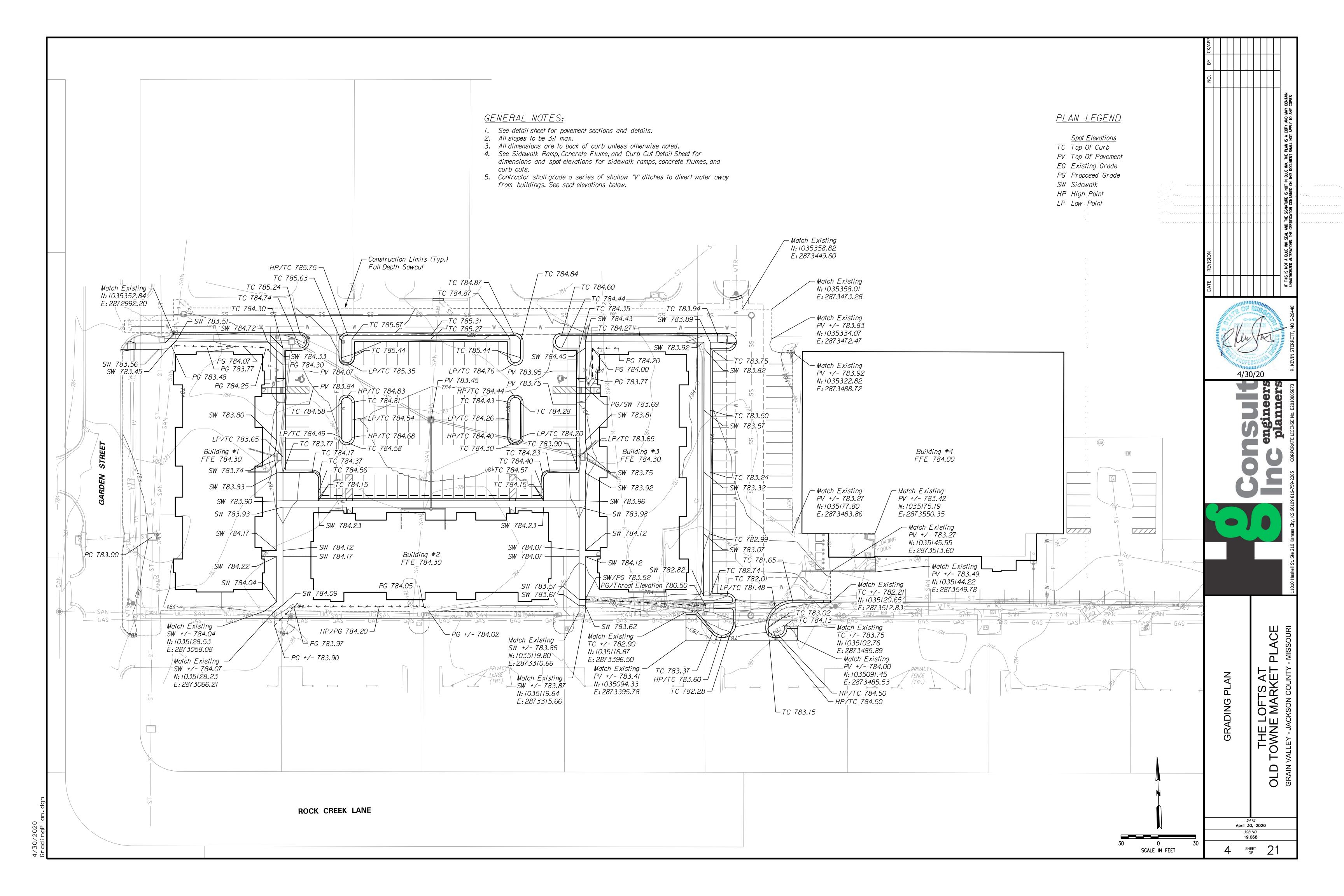
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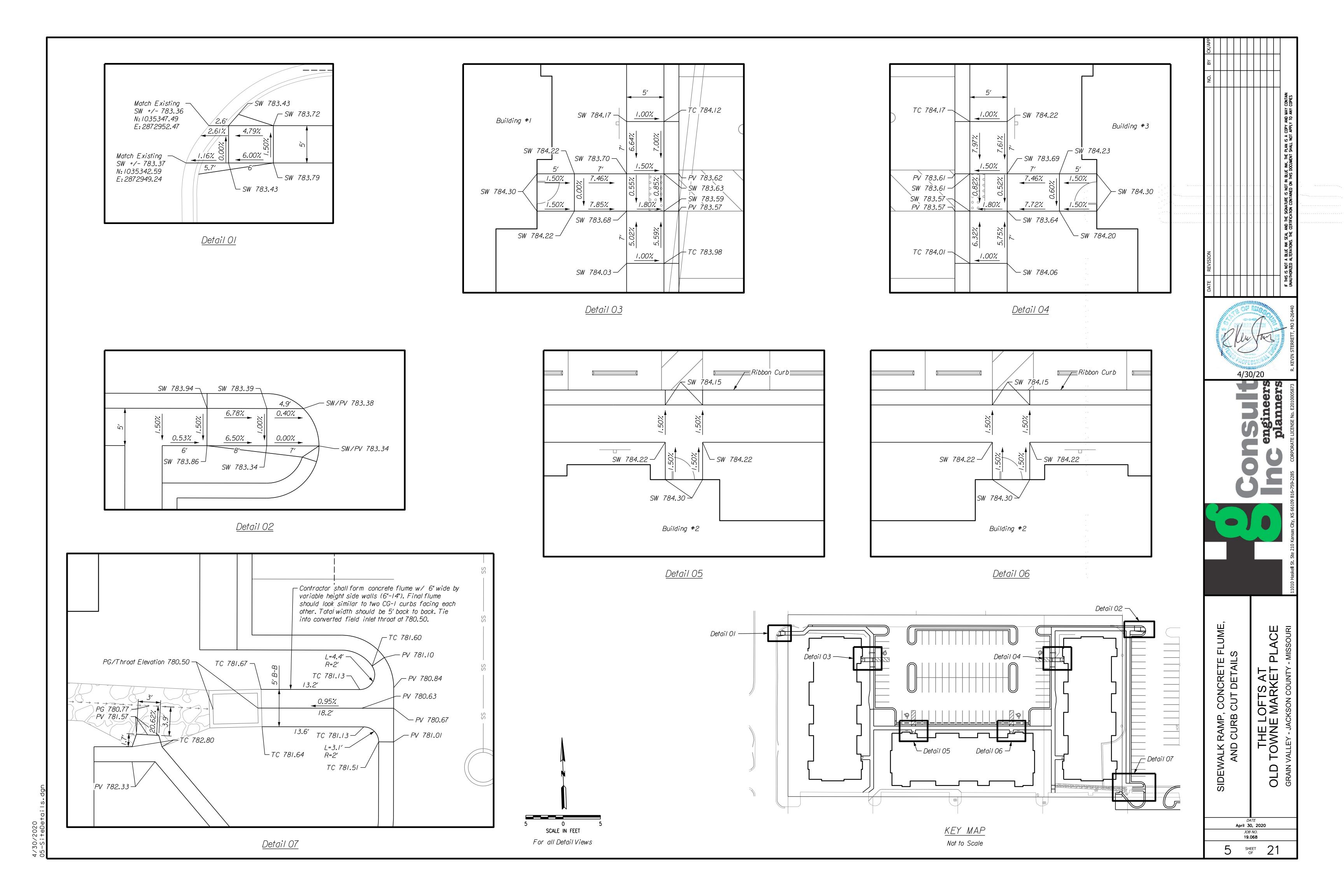
April 30, 2020

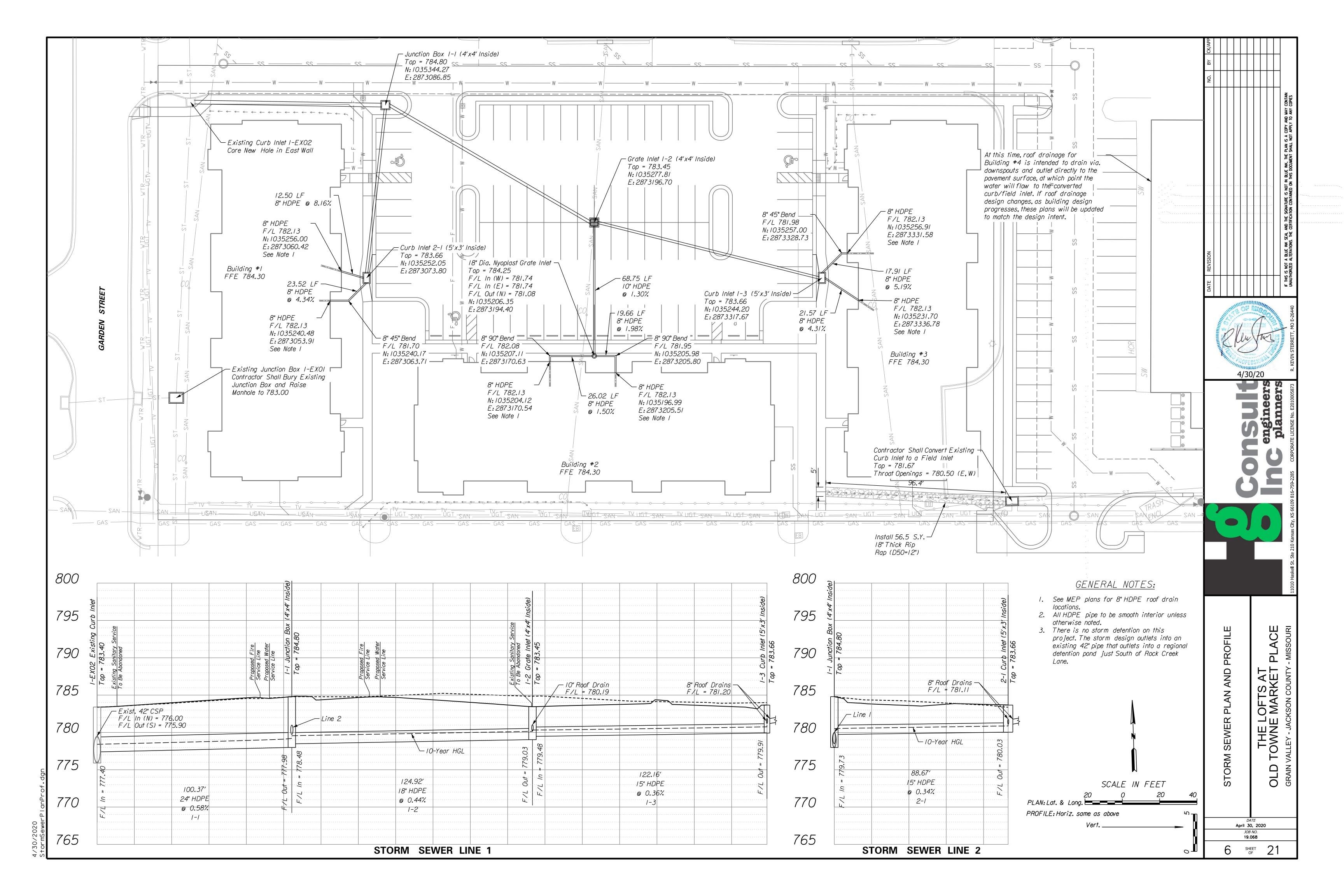
19.068

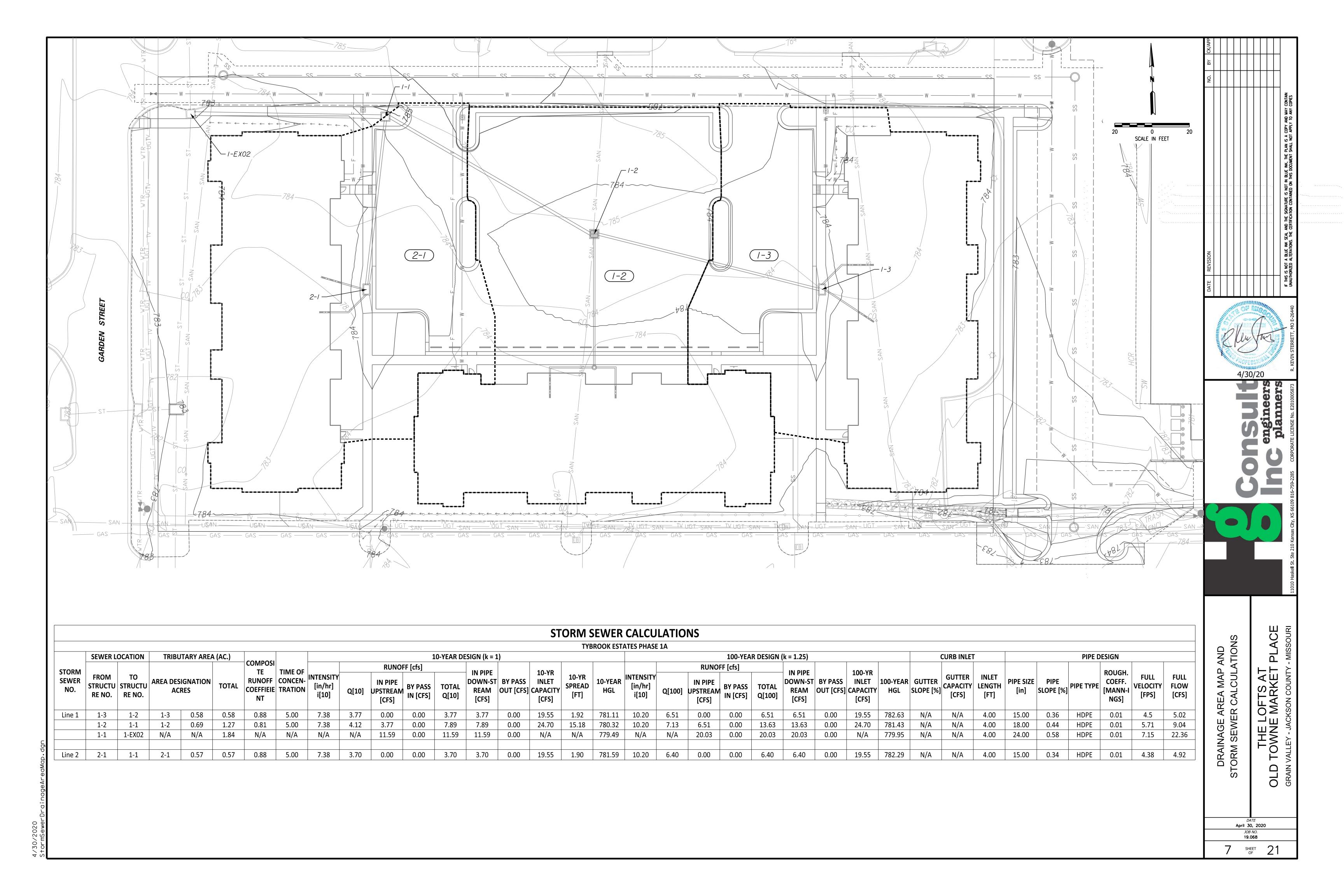












# SANITARY SEWER GENERAL NOTES:

- I. All sanitary stub lines shall be laid on 2.00% grade unless approved otherwise.
- 2. The Contractor shall install and properly maintain a mechanical plug at all connection points with existing lines until such time that the new line is tested and approved.
- 3. Where sanitary sewer lines are to be installed over and across water lines, a minimum of 24 inches of clearance shall be provided. Where clearance is not provided, construct sanitary sewer line of ductile iron pipe for a distance of at least 10 feet in each direction from crossing, with no joint within 6 feet of crossing.
- 4. Performance testing in accordance with APWA Section 2508. Witness and acceptance by City is required before placing in service.
- 5. All service lines shall be schedule 40 PVC.
- 6. All pre-cast manholes shall meet or exceed standards and specifications as set forth in ASTM C-478.
- 7. All PVC pipe shall meet or exceed standards and specifications as set forth in ASTM D-3034.
- 8. All proposed and existing street crossings shall be tamped granular backfill (Type 3) from the bottom of the trench to a point that is 15" below the finished grade of the street. All existing street crossings shall be filled with flowable fill per detail STR-011.
- 9. Mandrel testing is required and shall be performed in accordance with APWA 2508.5, at a minimum of 30 davs after installation.
- 10. All inspection of sanitary sewer construction shall be performed by the City of Grain Valley.
- II. It is the responsibility of the contractor to have sanitary sewer lines air tested and sanitary sewer manholes vacuum tested for new construction and modifications to existing. Contractor shall provide city with test results upon completion of construction.
- 12. Areas with less than three (3) feet of depth from existing grade to proposed top of pipe shall be filled to an elevation of three (3) feet above the proposed top of pipe, compacted to 95% density +/-2% prior to trenching or laying of any pipe.
- 13. Sanitary sewer piping material shall be as follows:

O to 15' depth: SDR-35 PVC 15' to 22' depth: SDR-26 PVC 22' to 30' depth; SDR-21 PVC areater than 30' depth; D.I.P.

6" service laterals; SDR-35 PVC at 2.0% minimum.

- 14. All manholes, catch basins, utility valves, and meter pits shall be adjusted or rebuilt to grade as required.
- 15. Service lines shall be extended a minimum of I foot past the house side of all utility easements.
- 16. Insert Tee's or Saddles for service lines are not allowed except in special cases with prior City approval and City observation of installation.

# WATER LINE GENERAL NOTES:

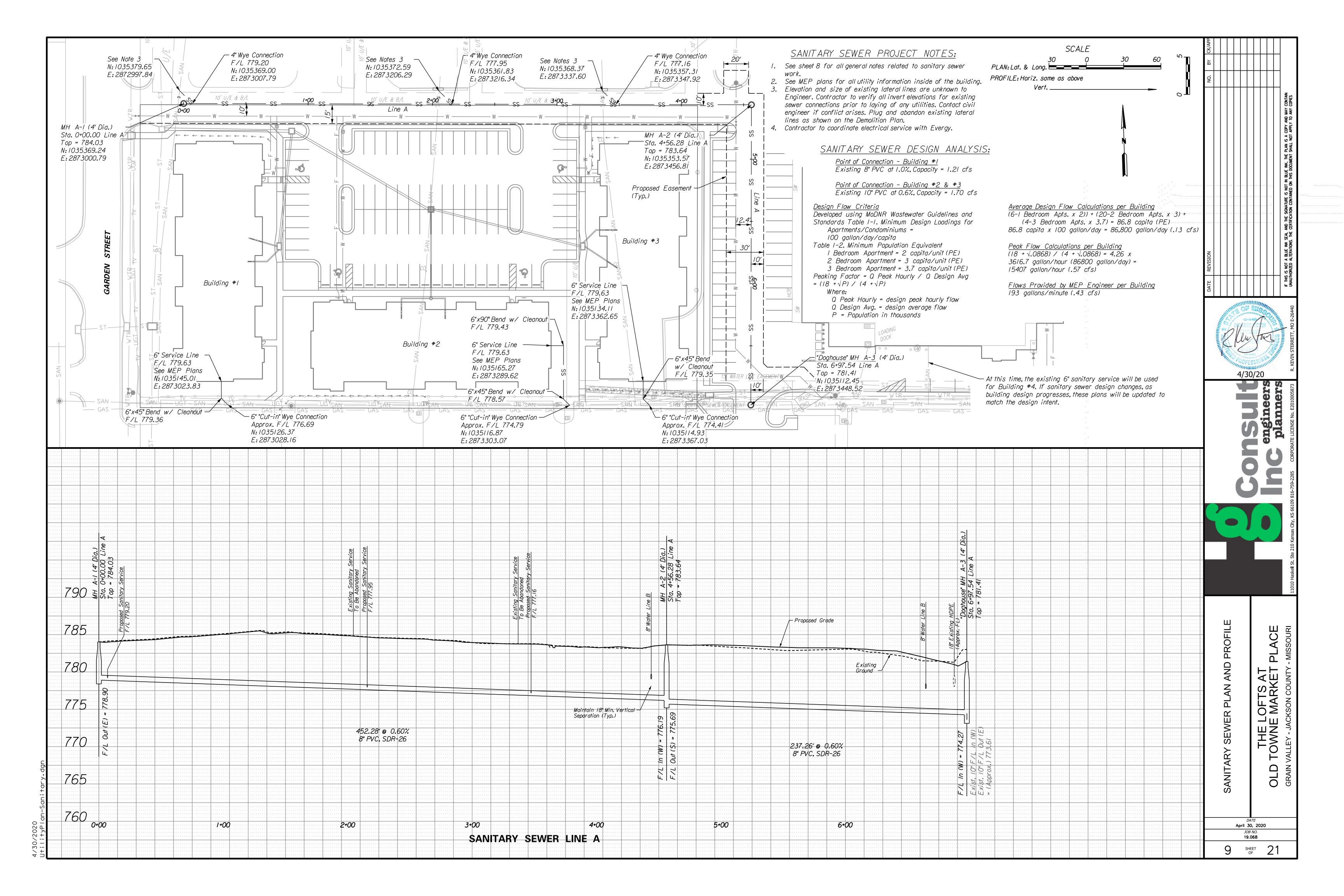
- I. All ductile iron pipe shall be class 50 ductile iron pipe complete with all accessories conforming to ASA specifications A21.8. The joints shall be the bolted, gasketed joint type "U.S. Pipe & Foundry Tyton" or "American Cast Iron Pipe Company Fastite" or approved equal.
- 2. All PVC pipe shall comply with AWWA C-900 class DR 14 only, for 200 PSI service.
- 3. All water lines shall have a minimum of 42 inches of cover.
- 4. Fire hydrants shall be Waterous Pacer WB67 or Mueller A243 with nonrising stem. Hydrants shall have a 5 1/4" valve with a 4 1/2" pumper nozzle, and 2, 2 1/2" hose nozzles, left hand opening, or approved equal by the City of Grain Valley.
- 5. Gate valves shall be resilient type conforming to AWWA C-509 with mechanical joint end connections.
- 6. Valve boxes shall be approved by the City of Grain Valley, Missouri. All boxes to be installed out of the
- 7. Water line to be installed five feet back of curb unless noted.
- 8. All construction of water lines on this project shall be in accordance with Specifications and Procedural Requirements of the City of Grain Valley, Missouri and with the requirements of the Missouri Department of Health and Missouri Department of Natural Resources.
- 9. All bends in water lines shall have thrust blocking or field loc gaskets as required.
- 10. Restrained type joints utilized in place of backing and thrust blocks shall require manufacturing computations for number of restrained joints required for 150 PSI testing.
- II. Water lines shall be hydrostatically tested for backing and leakage at 150 PSI per AWWA C-600. Disinfection (Chlorination) shall be done in accordance with AWWA C-651. City shall witness the above and shall receive acceptable results of bacteriologic tests before the line is placed in service. Hydrostatic testing requires 150 PSI for 2 hours.
- 12. The Contractor shall furnish and install all fittings required to provide proper horizontal and vertical alignment for new water mains, connections to existing water mains and installation of fire hydrants at the proper location and elevation.
- 13. The Contractor shall furnish and install all temporary blow-off assemblies, fittings, thrust blocking, and restraining devices required for temporary connections for flushing, pressure testing, chlorination, and de-chlorination of the new water mains. Prior to placing new mains into service the Contractor shall remove any corporation cocks used for testing or chlorination and replace them with tapered brass plugs.
- 14. Scheduling of water main shut offs and connection to existing mains shall be at the discretion of the City Public Works Department.
- 15. All fire hydrant branches shall be restrained using approved restraining devices. Hydrants shall be installed so that the centerline of the outlet nozzle is between eighteen and twenty-one inches (18"-21") above finished arade, or curb were applicable.
- 16. Sections of water main requiring multiple bends, such as cul-de-sacs, shall be restrained with approved joint restraining devices and straddle blocks.
- 17. Covers, lids, and standpipes on all abandoned valves shall be removed to at least two feet (2') below grade and the area shall be properly backfilled. In paved areas removal of valve lid and filling of valve box with concrete may be allowed at Public Works Department discretion.
- 18. The Contractor shall verify the outside diameter (O.D.) of the existing water main prior to scheduling connection. Provide transition couplinas as required.
- 19. All existing water services being disconnected shall be disconnected at the corporation stop.
- 20. All proposed and existing street crossings shall be tamped granular backfill (Type 3) from the bottom of the trench to a point that is 15" below the finished grade of the street. All existing street crossings shall be filled with flowable fill per detail STR-011.

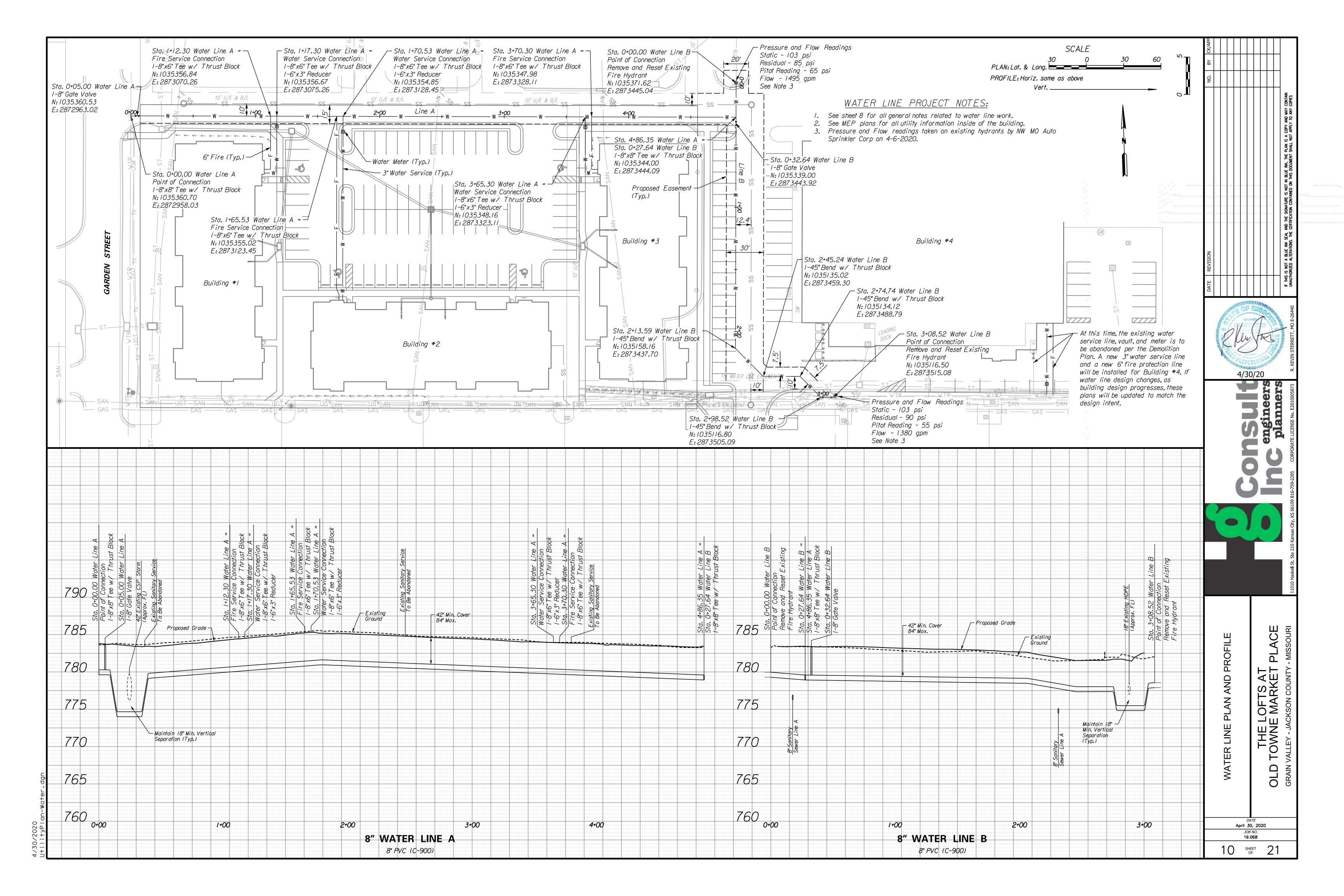
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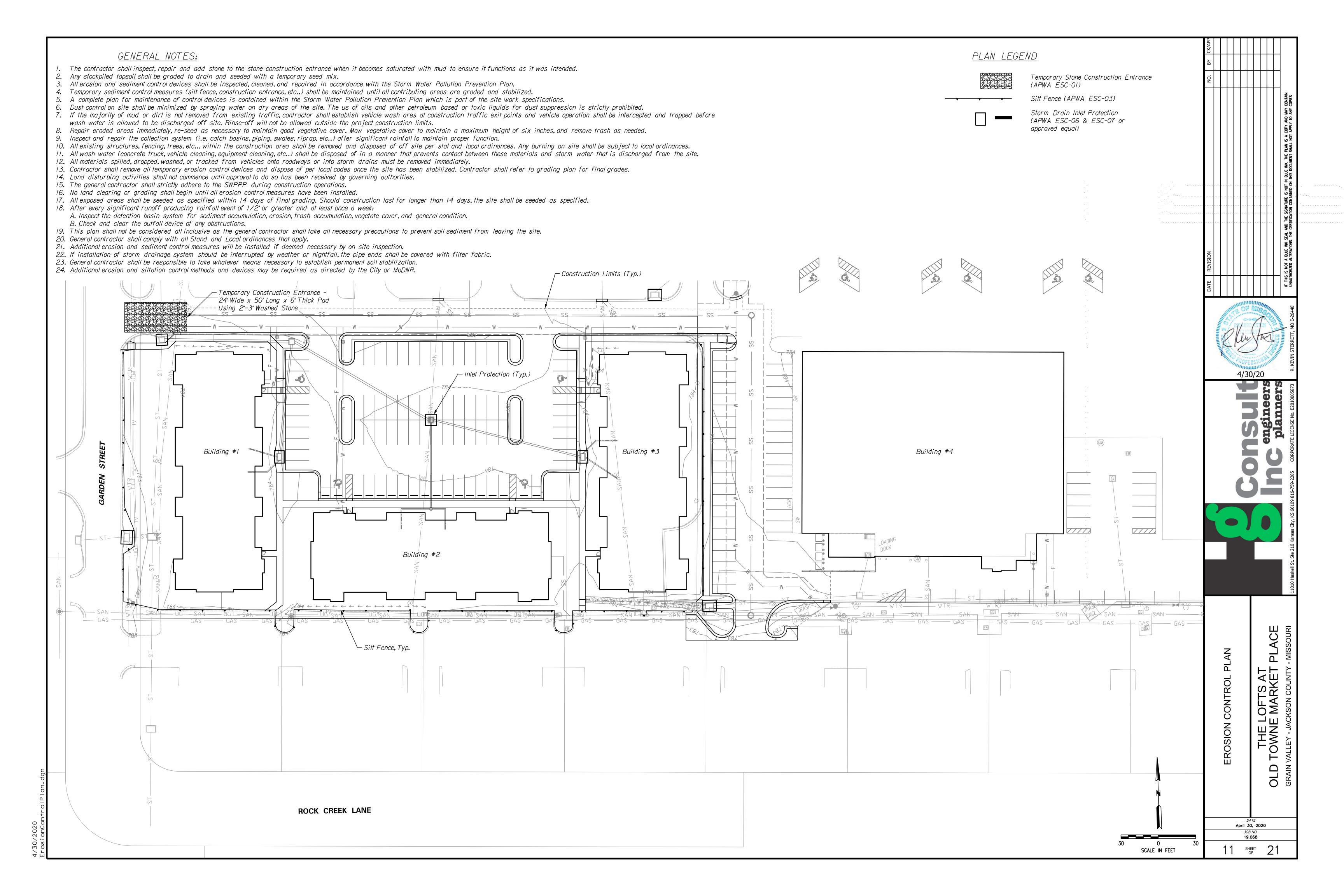
MAA

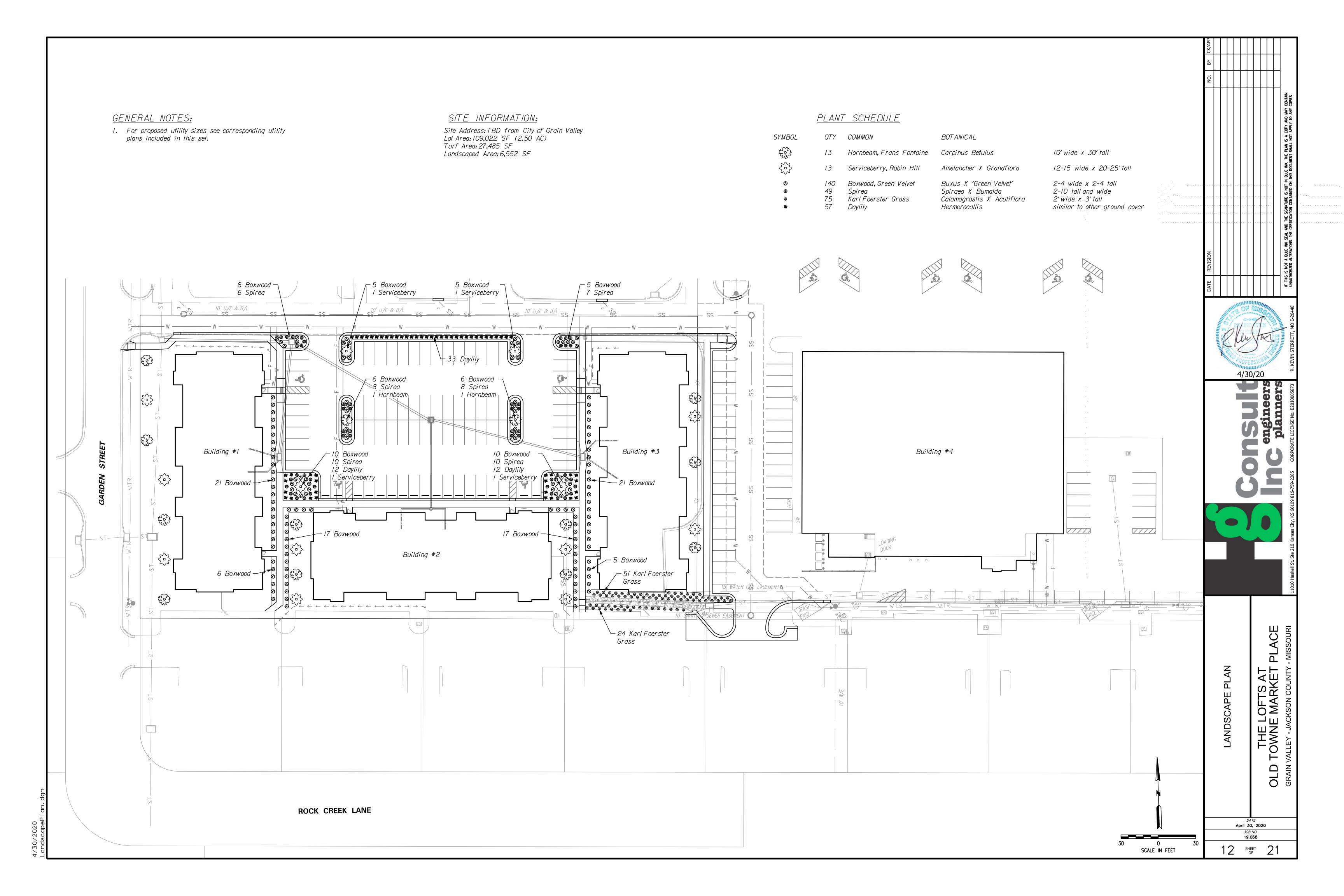
April 30, 2020

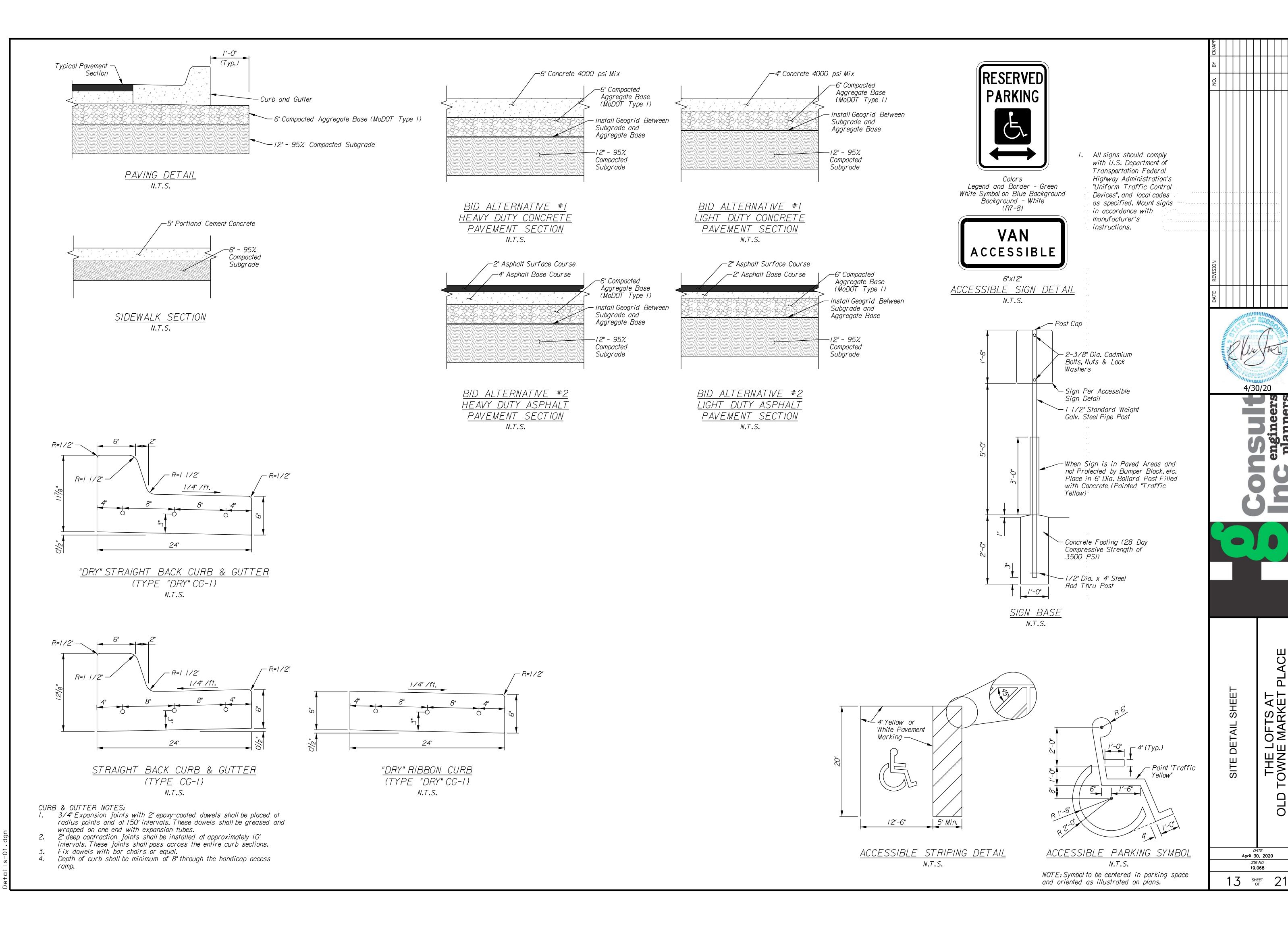
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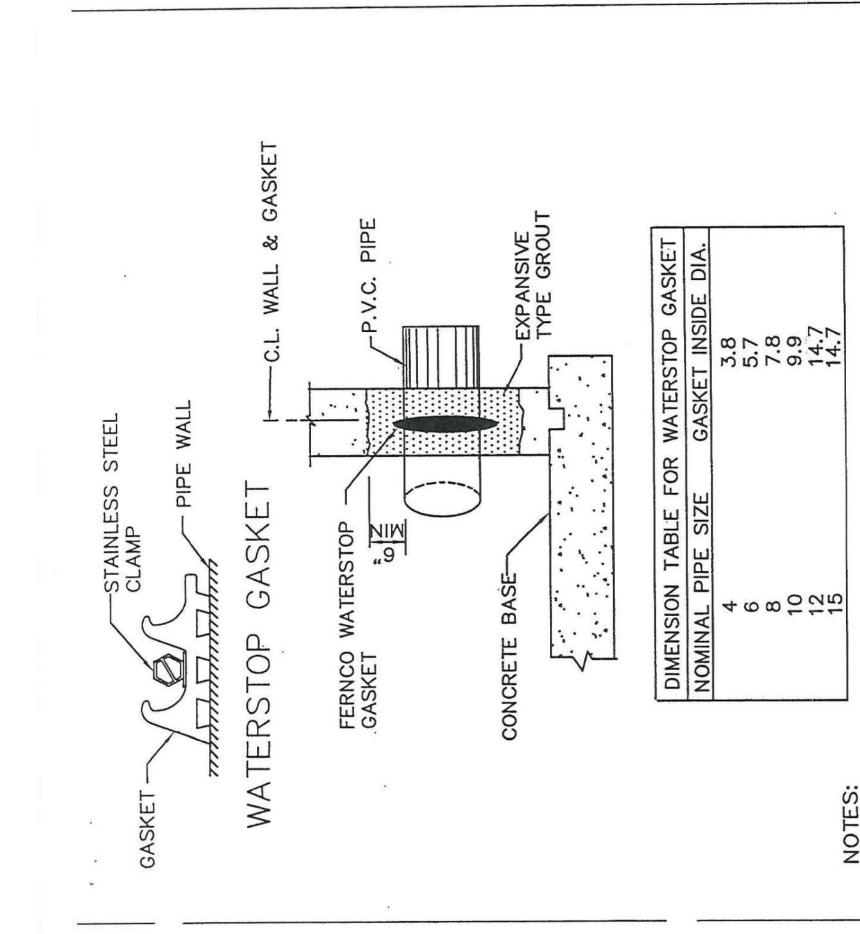








4/30/2020



WITHIN DESIGNATED FLOOD FLAIN TOPS SHALL BE 1 FOOT ABOVE 100-YR. WITH BOLT DOWN LIDS

STANDARD MANHOLE PING (SEE DETAIL, SAN-00G)

CONE SECTION

1'-4" MIN. 3'-0" MAX.

6'-0" MIN. 20'-0" MAX.

SEAL BARREL JOINTS WITH TWO LAYERS OF KENT—SEAL#2 OR APPROVED JOINT SEALANT

APPROVED FLEXIBLE WATERTIGHT SEAL

BARREL SECTIONS AS ——REQUIRED, SECTION HEIGHT 32" MIN. (ASTM C-478)

2 2 2 2 2 3 4 6 14

- 1. WATERSTOP GASKET GASKET CROSS SECTION SHALL BE EQUAL
  TO HAMILTON KENT DIE NO. 2347.

  2. CLAMP CLAMPS SHALL BE WORM DRIVE WITH 3/8" HEX HEAD
  SLOTTED SCREW WITH 9/16" WIDE BAND WHICH IS CONTINUOUSLY
  GEAR SLOTTED ALL AROUND. CLAMPS SHALL BE ALL STAINLESS
  STEEL—BAND AND A HOUSING OF 300 SERIES AND WORM SCREW (400 SERIES S.S. CLAMPS SHALL BE EQUAL TO IDEAL, 64 SERIES OR 68 SERIES, 0.024" THICK.

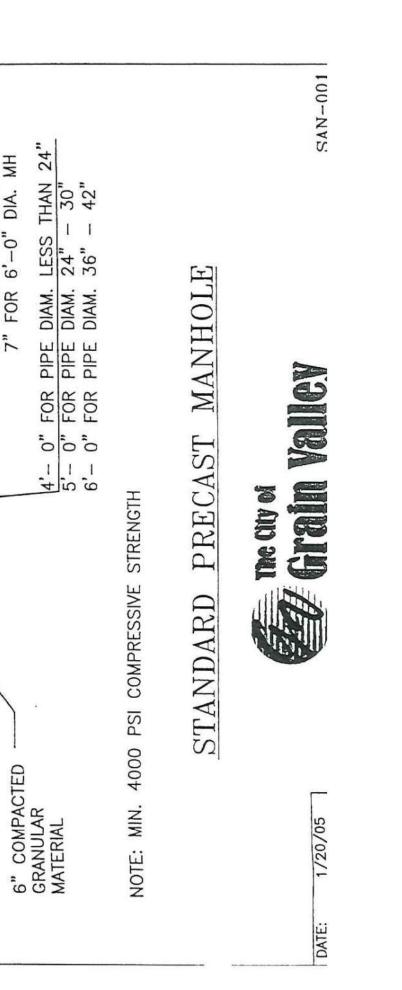
  3. INSTALLATION STRETCH GASKET AND SLIP OVER PIPE INTO POSITION. PLACE CLAMP OVER GASKET AS SHOWN ABOVE AND TIG WORM DRIVE TO 10'—LBS. TORQUE. ENCASE IN EXPANSIVE TYPE CEMENT GROUT FOR 4" MIN. COVER ALL AROUND. GROUT SHALL BETALLIC ADDITIVE NON—SHRINK TYPE EQUAL TO MASTER BUILDER

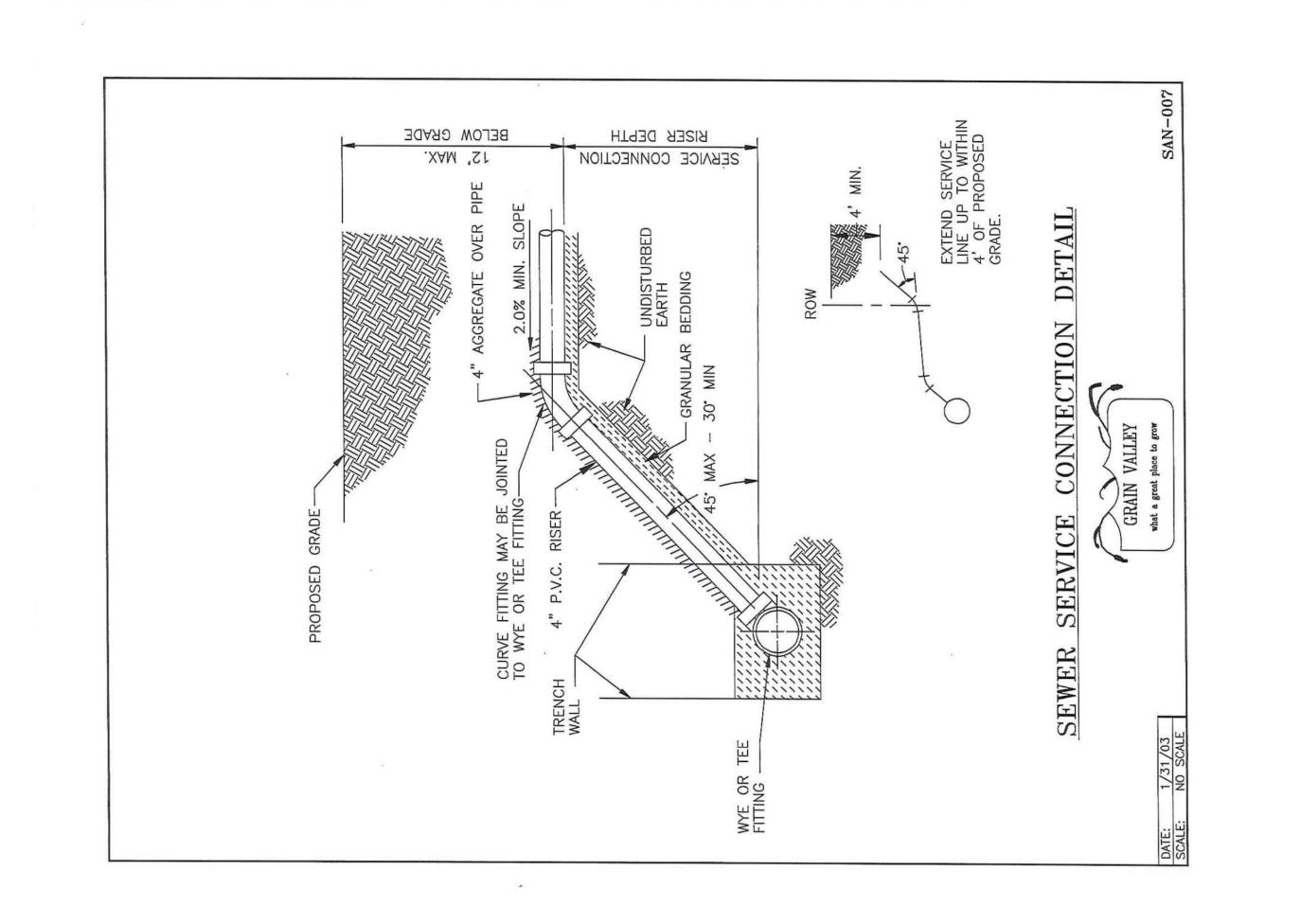
3" MINIMUM FROM— DOWNSTREAM INLET

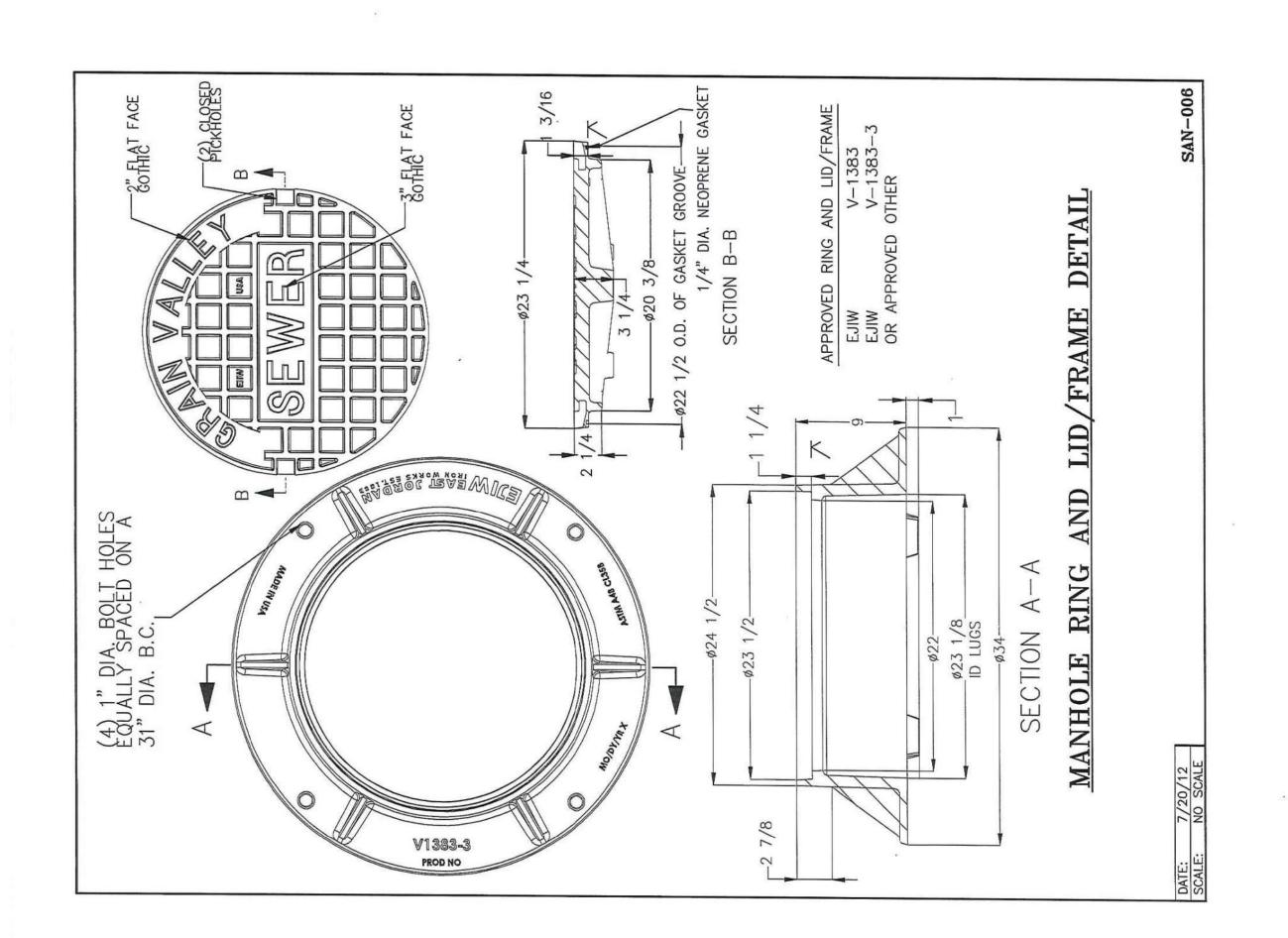
CONCRETE FILL 4:1 SLOPE MCIB MIX NO. A582-3/4-

DETAIL GASKET WATERSTOP









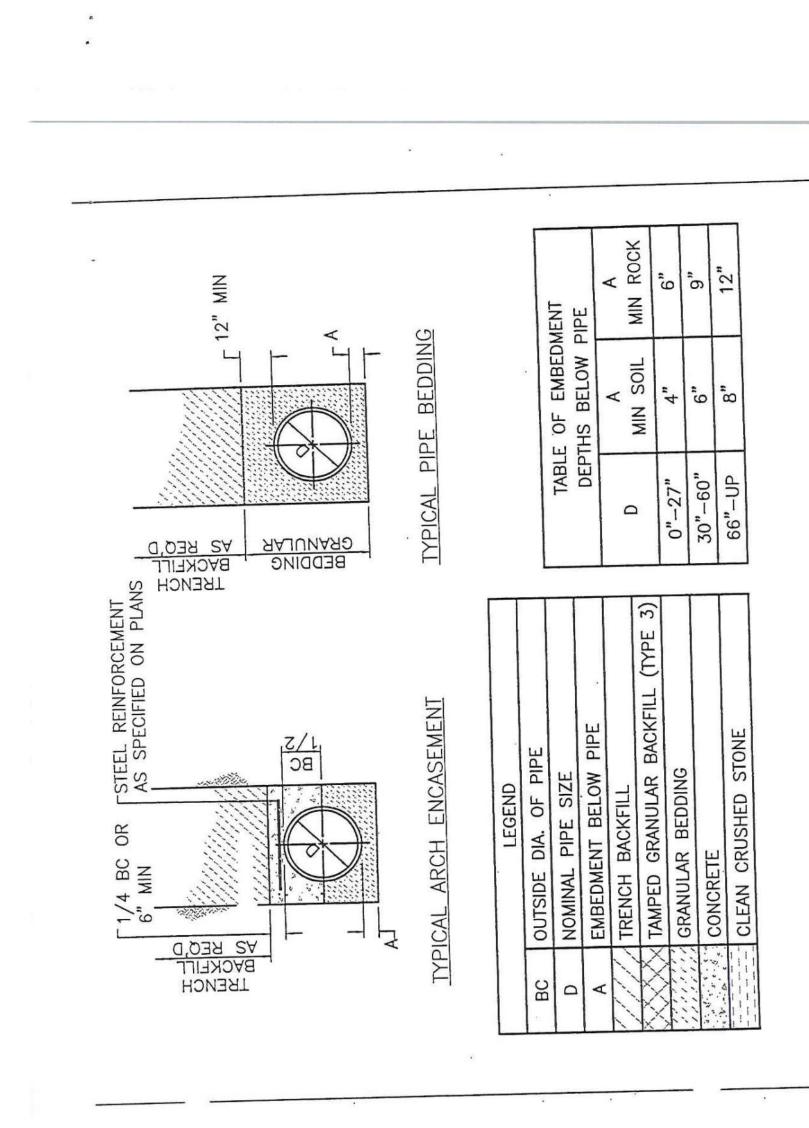


JOB NO. 19.068

SHEET OF

THE LOFTS AT TOWNE MARKET

4/30/20



\*IF EXISTING IS CLAY TIL MUST REMOVE TO MAIN APPROVED BY PUBLIC WORKECTOR. CUT OR SEVER EXISTING SEWER SERVICE, THEN CAP OR PLUG. PLUG SHALL BE P.C. CONCRETE FOR A MINIMUM FILL LENGTH OF 1'-6".

GRANULAR BEDDING SHALL BE CRUSHED ROCK OR PEA GRAVEL WITH NOT LESS THAN 95% PASSING 3/4" (95% PASSING 1" FOR 30" AND LARGER PIPE) AND NOT LESS THAN 95% RETAINED ON A 3/8"; TO BE PLACED IN NOT MORE THAN 6" LAYERS AND COMPACTED BY SLICING WITH A SHOVEL OR VIBRATING.

TAMPED GRANULAR BACKFILL (TYPE 3) SHALL BE GRANULAR MATERIAL CONFORMING TO THE REQUIREMENTS OF SECTION 1007.3 OF THE 1990 MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.

TRENCH BACKFILL (TYPE 1) SHALL BE FINELY DIVIDED MATERIAL AND STONES, COMPACTED TO 95% MAXIMUM DENSITY.

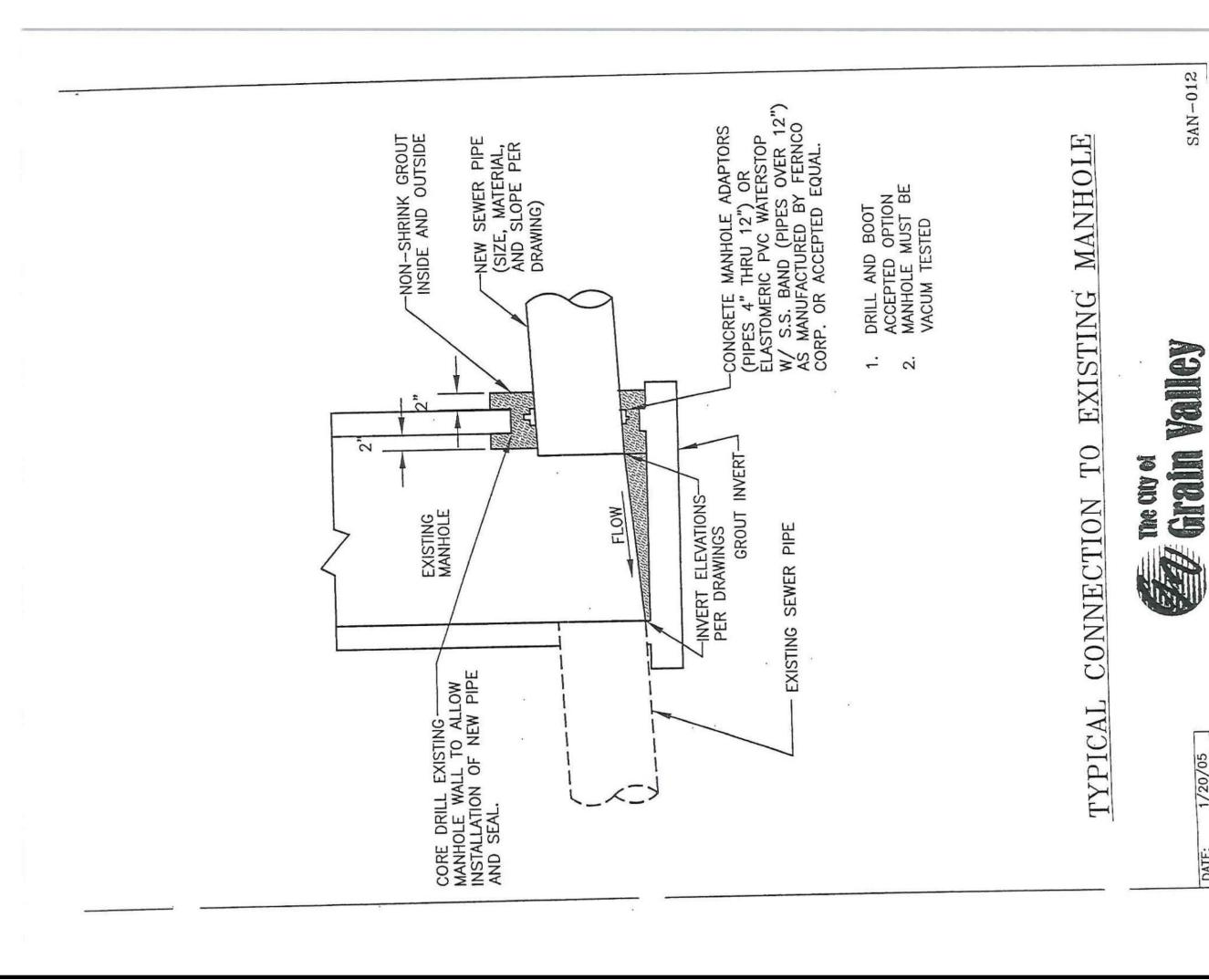
DETAIL SERVICE DEMOLITION SEWER

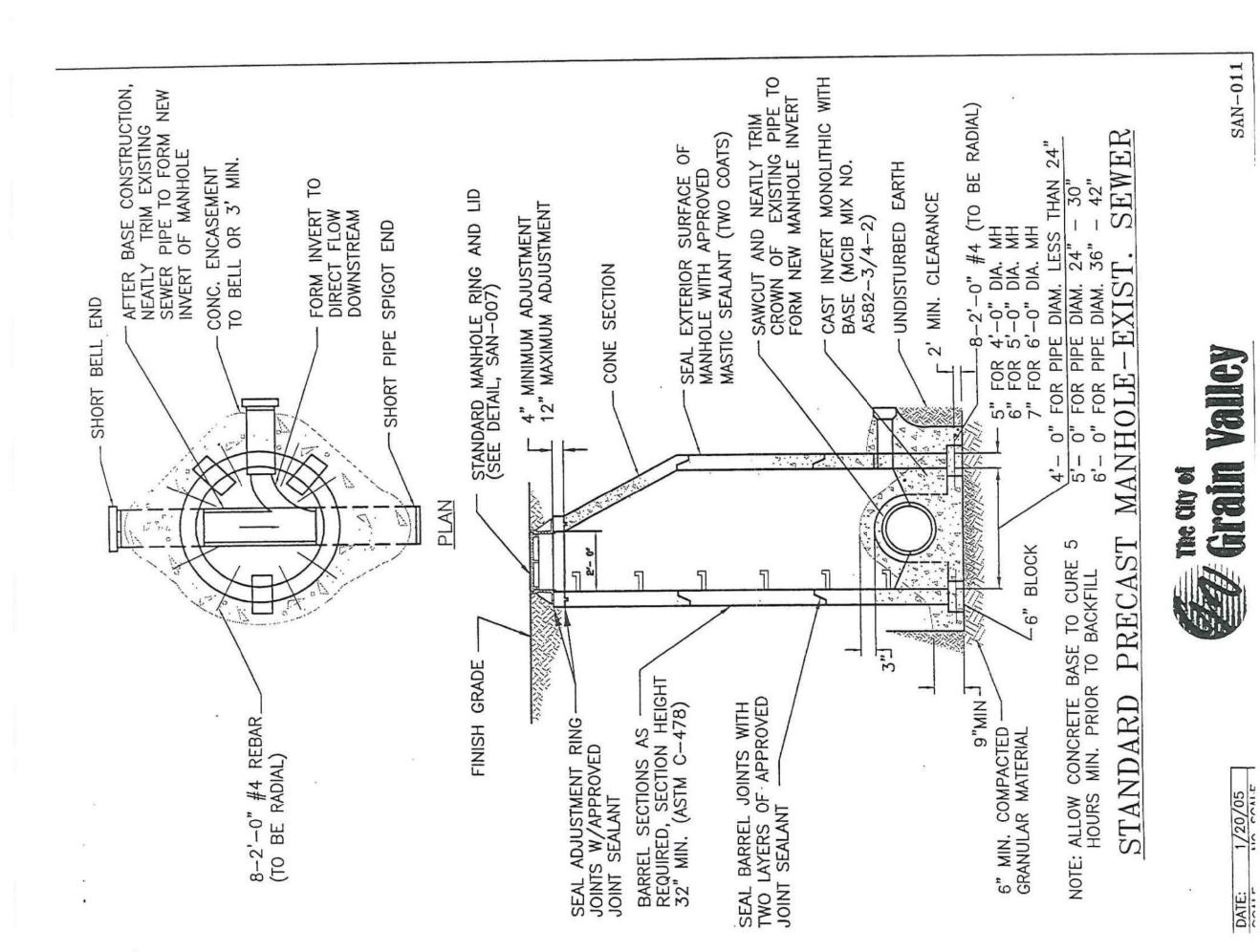


Ed Grain Valley The City of

FLOWABLE FILL UNDER EXISTING PAVEMENT
95% COMPACTION IN R/W OR
90% COMPACTION OUTSIDE OF R/W
PIPE EMBEDMENT DETAILS

PAVEMENT





4/30/20

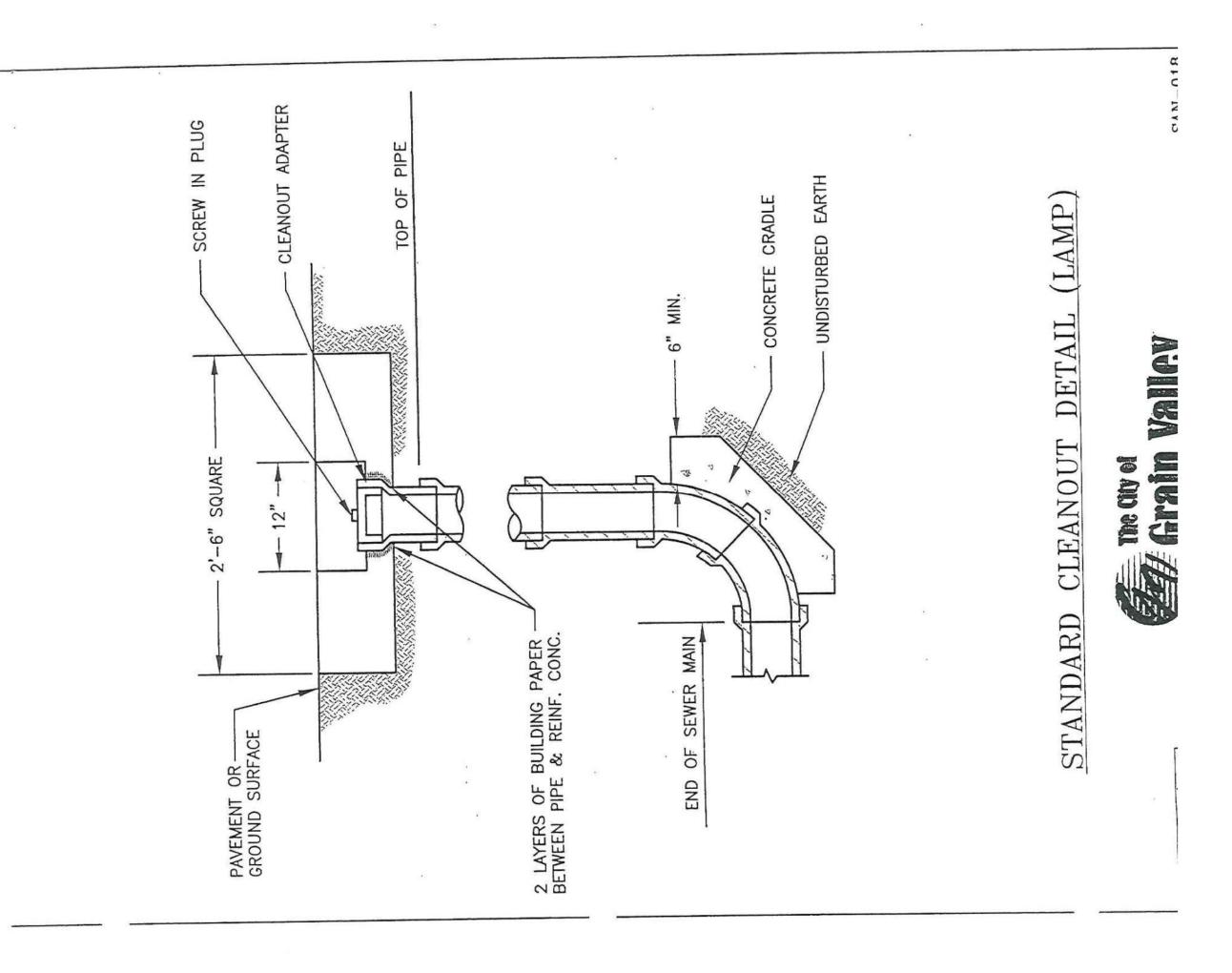
DATE
April 30, 2020

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SANITARY SEWER DETAILS

ACE THE LOFTS AT OLD TOWNE MARKET F

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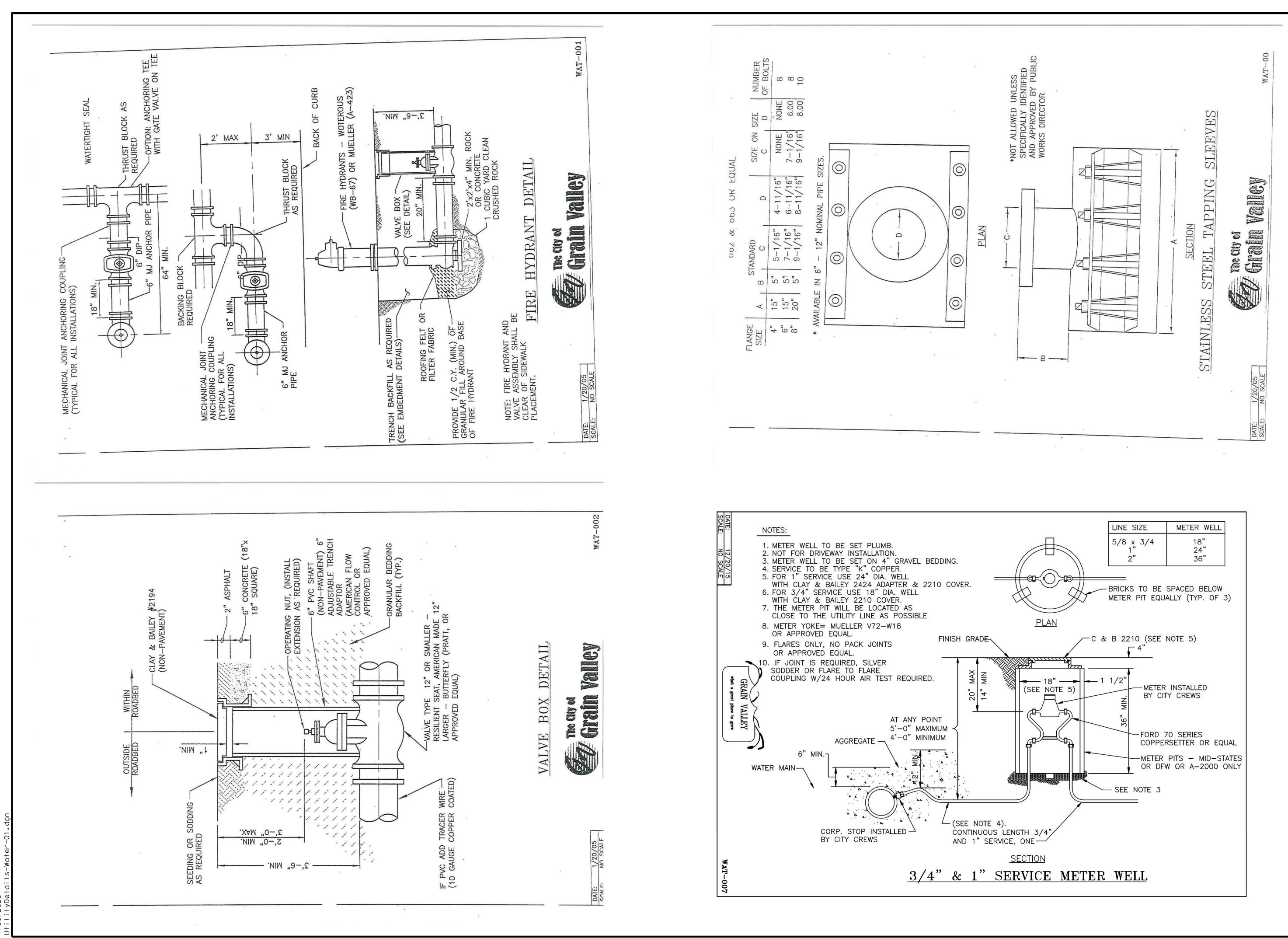
SPECIFICATION TIME REQUIRED FOR A 1.0 PSIG PRESSURE DROP FOR SIZE AND LENGTH OF PIPE INDICATED FOR Q=0.0015\*

E DIAMETER (IN)	MINIMUM TIME (MIN:SEC)	LENGTH FOR MINIMUM TIME (FT)	TIME FOR LONGER LENGTHS		SPECIFIED	MINIMUM F	OR LENGTH	(L) SHOWI	N (MIN:SEC	
PIPE	N S	E E	至	100 FT	150 FT	200 FT	250 FT	300 FT	350 FT	400 FT
6 8 10 12 15 18 21 24 27 30 33 36 42 48 54	3:46 5:40 7:34 9:26 11:20 14:10 17:00 19:50 22:40 25:30 28:20 31:10 34:00 39:48 45:34 51:02 56:40	597 398 298 239 199 159 133 114 99 88 80 72 66 57 50 44 40	.380L .854L 1.520L 2.374L 3.418L 5.342L 7.692L 10.470L 13.674L 17.306L 21.366L 25.852L 30.768L 41.883L 54.705L 69.236L 85.476L	3:46 5:40 7:34 9:26 11:20 14:10 17:00 19:50 22:47 28:51 35:37 43:05 51:17 69:48 91:10 115:24 142:28	3:46 5:40 7:34 9:26 11:20 14:10 19:13 26:10 34:11 43:16 53:25 64:38 76:55 104:42 136:45 173:05 213:41	3:46 5:40 7:34 9:26 11:24 17:48 25:38 34:54 45:34 57:41 71:13 86:10 102:34 139:37 182:21 230:47 284:55	3:46 5:40 7:34 9:53 14:15 22:15 32:03 43:37 56:58 72:07 89:02 107:43 128:12 174:30 227:55 288:29 356:09	3:46 5:40 7:36 11:52 17:05 26:42 38:27 52:21 68:22 86:32 106:50 129:16 153:50 209:24 273:31 346:11 427:23	3:46 5:40 8:52 13:51 19:56 31:09 44:52 61:00 79:46 100:57 124:38 150:43 179:29 244:19 319:06 403:53 498:37	3:46 5:42 10:08 15:49 22:47 35:36 51:16 69:48 91:10 115:22 142:26 172:21 205:07 279:13 364:42 461:34 569:50

TESTING FOR PVC

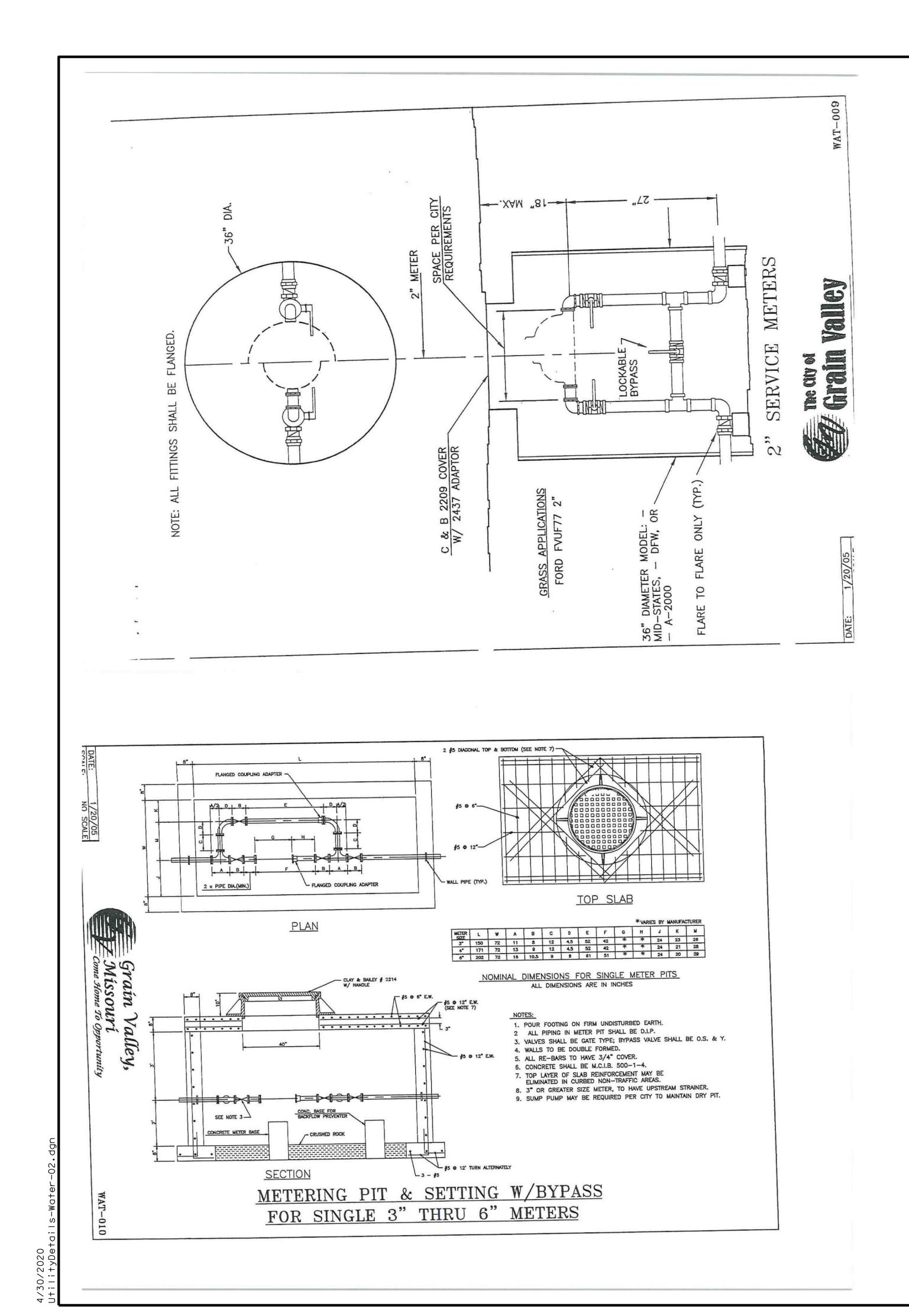
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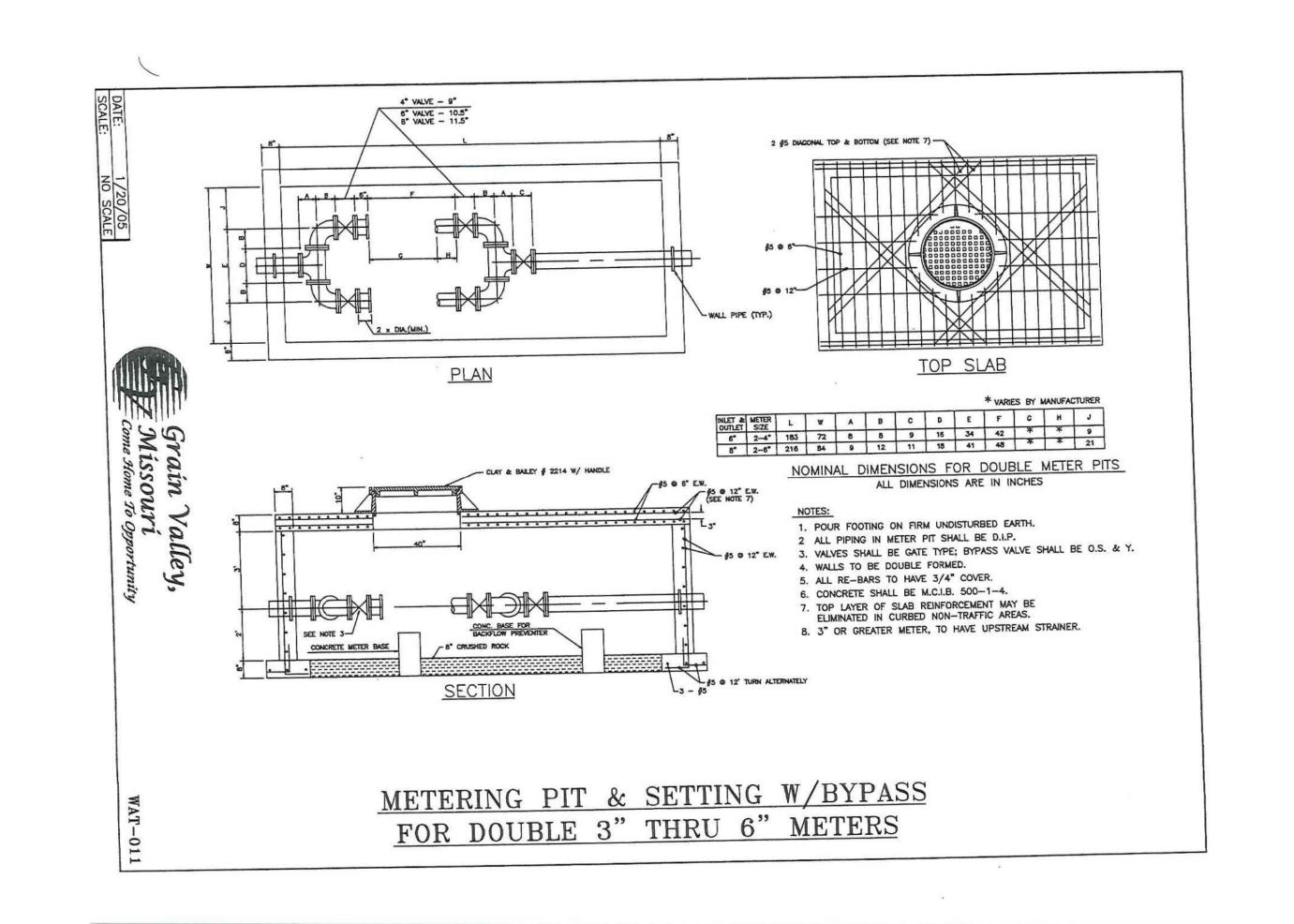
Grain Valley

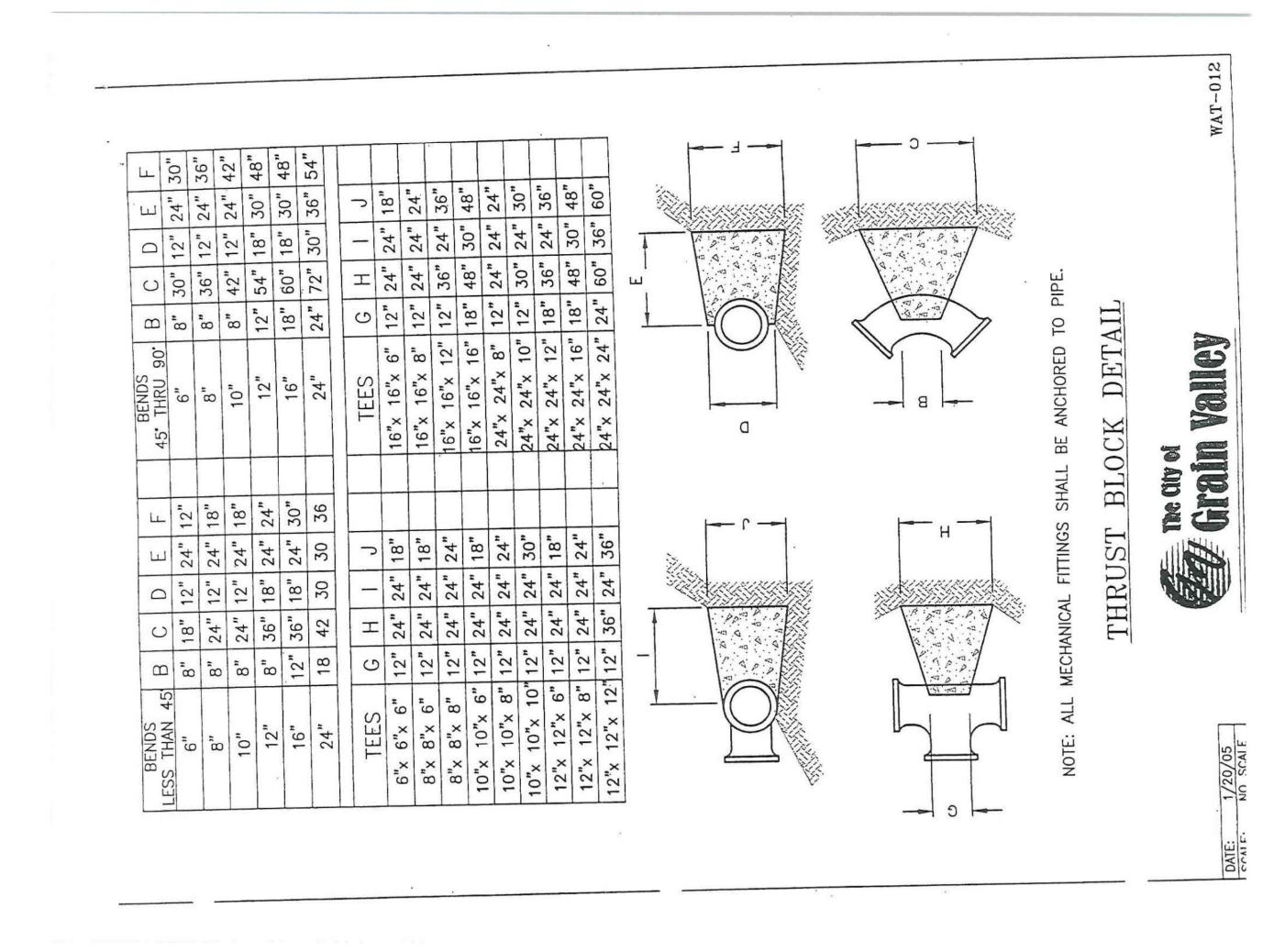


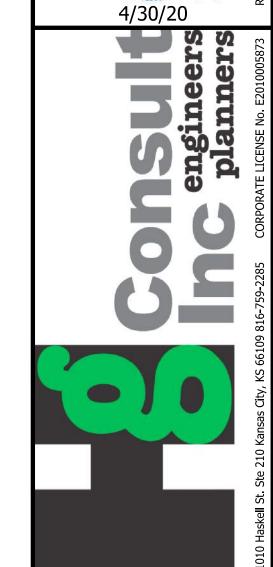
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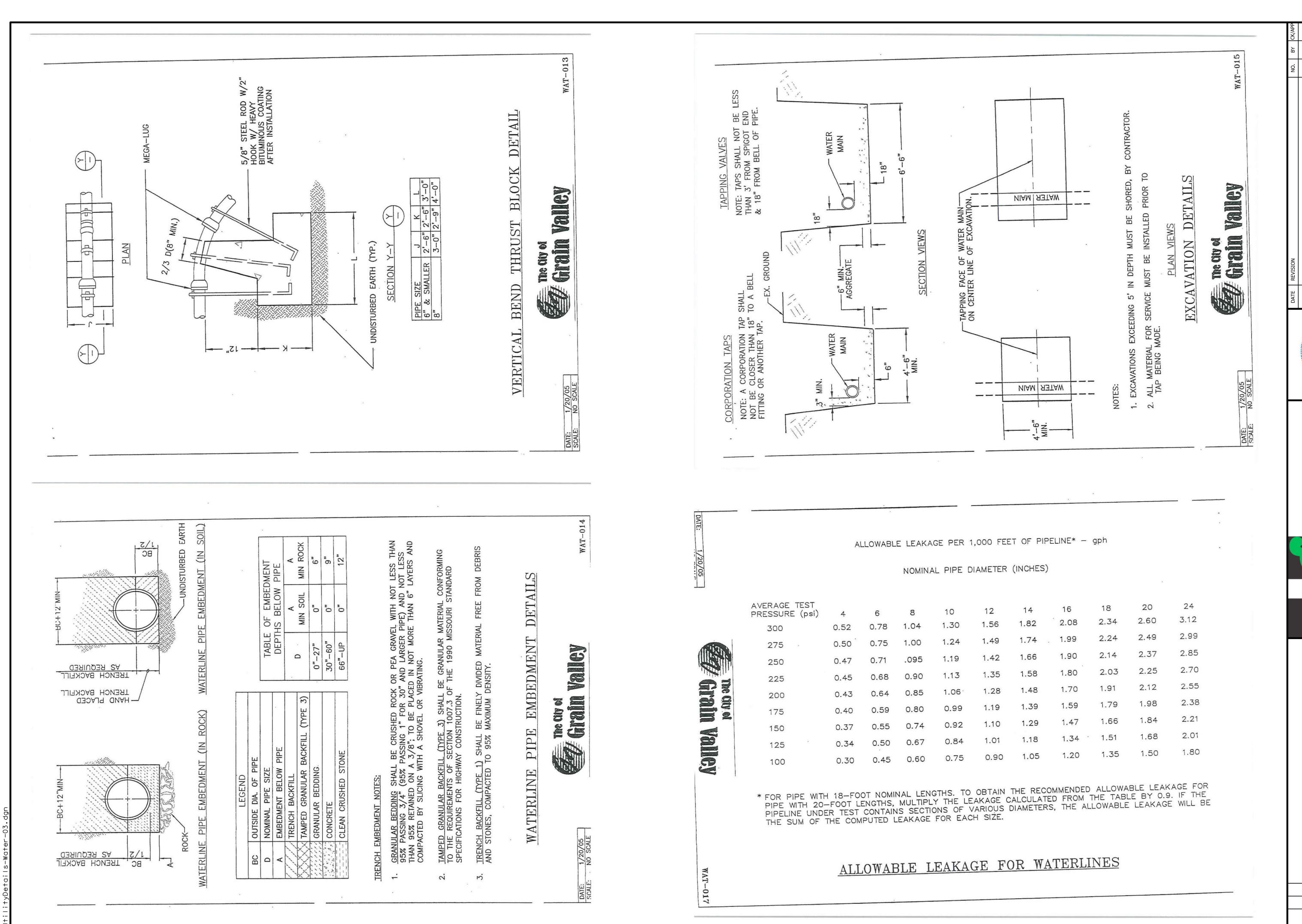




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April 30, 2020 19.068 18 SHEET OF



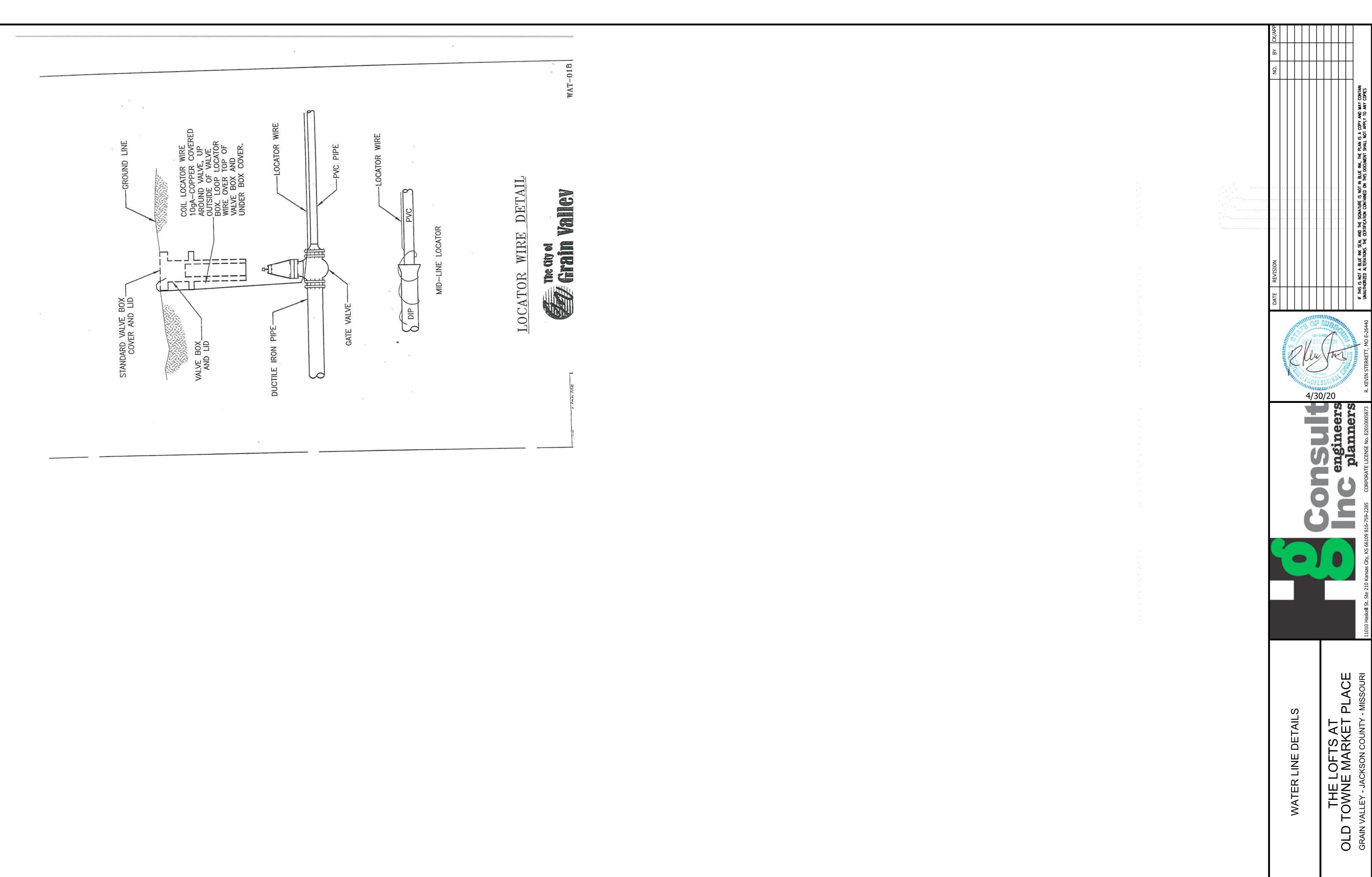
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DATE
April 30, 2020

JOB NO. 19.068

SHEET OF



DATE
April 30, 2020

JOB NO.
19.068

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BUILDINGS 1-2-3

WARD DEVELOPMENT

THE LOFTS AT OLD TOWNE

ROUTE AA & N. GARDEN ST GRAIN VALLEY, MISSOURI

DATE: 4/17/2020

REVISIONS:

<u>^</u>

3

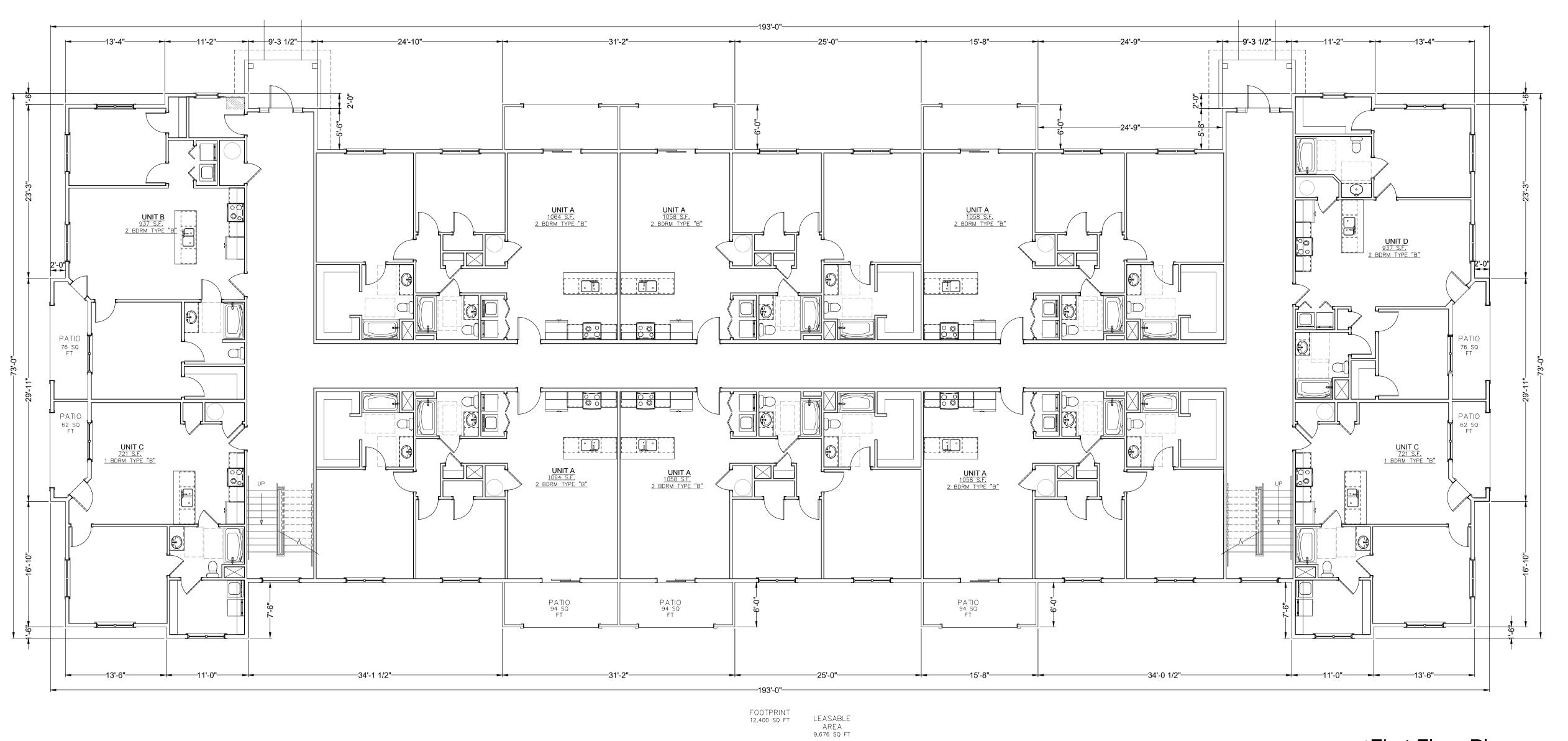
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NOT FOR CONSTRUCTION

> FOR APPROVAL ONLY

SHEET NO.

© 2020



First Floor Plan
| scale: 1/8"=1'-0"

# TOTAL LIVING UNITS - 90 units:

ILDING 1:		BUILDING 2:		BUILDING 3:	
1st Floor	2 - 1 Bedroom Units 8 - 2 Bedroom Units	1st Floor	2 - 1 Bedroom Units 6 - 2 Bedroom Units 2 - 3 Bedroom Units	1st Floor	2 - 1 Bedroom Units 6 - 2 Bedroom Units 2 - 3 Bedroom Units
2nd Floor	2 - 1 Bedroom Units		2 0 Deardon onits		2 O Bedroom Omis
	6 - 2 Bedroom Units	2nd Floor	2 - 1 Bedroom Units	2nd Floor	2 - 1 Bedroom Units
	2 - 3 Bedroom Units		6 - 2 Bedroom Units		6 - 2 Bedroom Units
			2 - 3 Bedroom Units		2 - 3 Bedroom Units
3rd Floor	2 - 1 Bedroom Units				
	6 - 2 Bedroom Units	3rd Floor	2 - 1 Bedroom Units	3rd Floor	2 - 1 Bedroom Units
	2 - 3 Bedroom Units		6 - 2 Bedroom Units		6 - 2 Bedroom Units
			2 - 3 Bedroom Units		2 - 3 Bedroom Units

BUILDINGS 1-2-3

WARD DEVELOPEMENT

THE LOFTS
AT OLD TOWNE

AT

ROUTE AA &
N. GARDEN ST.
GRAIN VALLEY,
MISSOURI

DATE: 4/17/2020

REVISIONS:

3



ARCHITECTURAL
SERVICES
Robert J. Shirk Jr. - Principal / Project Mgr.

3009 ELMIRA CT. INDEPENDENCE, MISSOURI 64057 (816) 797-7115

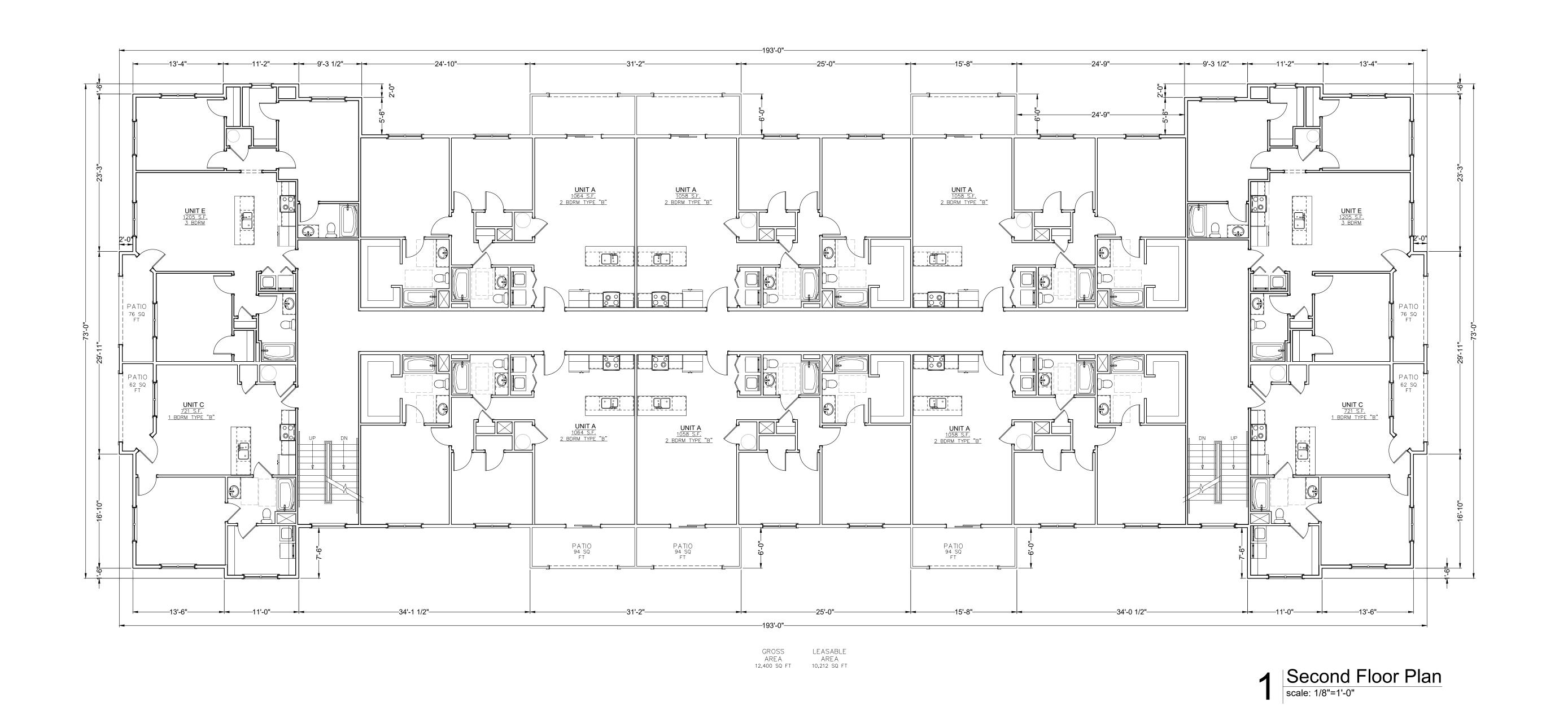
NOT FOR CONSTRUCTION

> FOR APPROVAL ONLY

SHEET NO.

A101

a 2020



BUILDINGS 1-2-3

WARD DEVELOPEMENT

THE LOFTS AT OLD TOWNE

AT

ROUTE AA &
N. GARDEN ST.
GRAIN VALLEY,
MISSOURI

DATE: 4/17/2020

REVISIONS:

3

<u>/5\</u>



ARCHITECTURAL SERVICES Robert J. Shirk Jr. - Principal / Project Mgr.

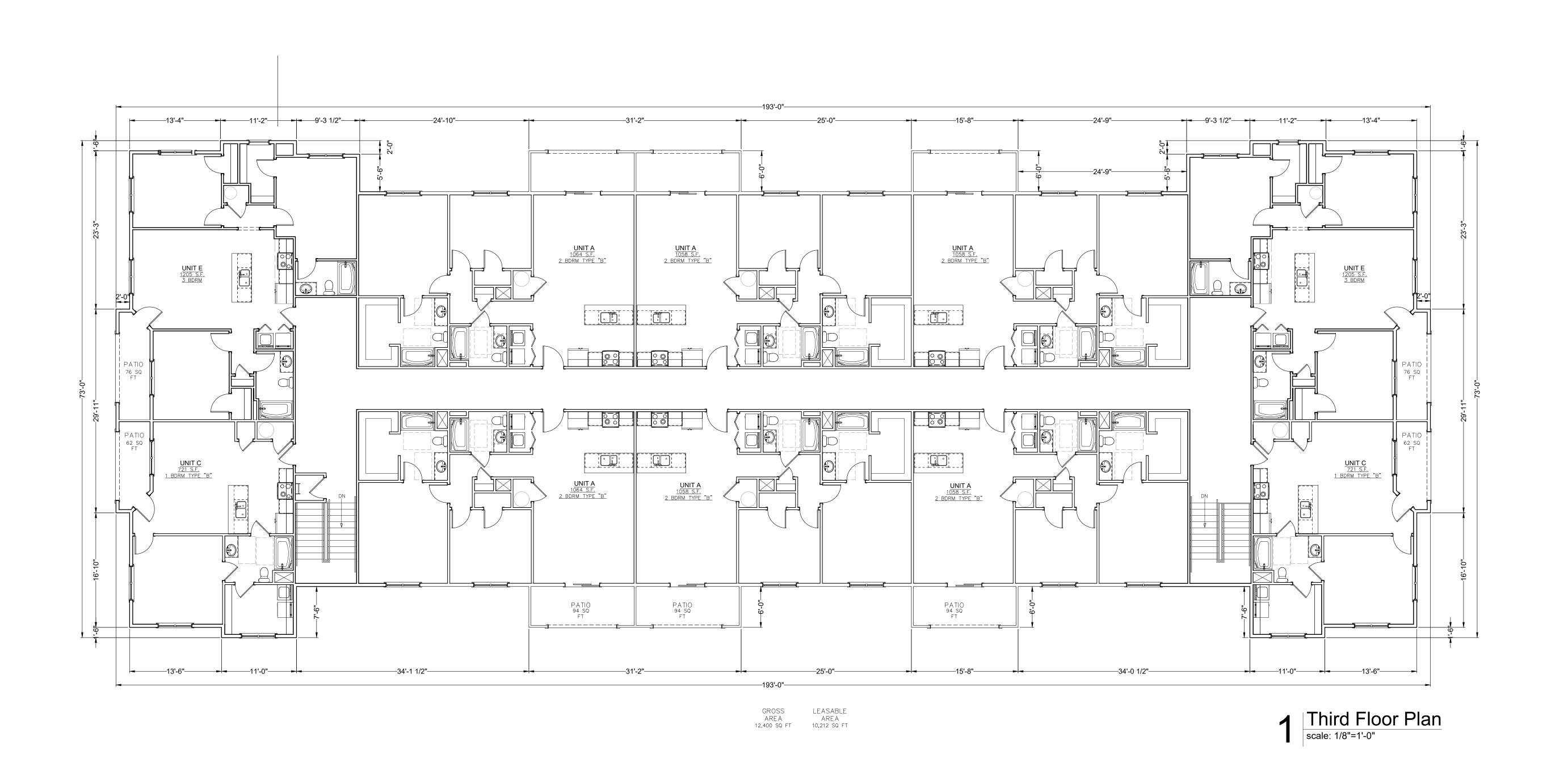
3009 ELMIRA CT. INDEPENDENCE, MISSOURI 64057 (816) 797-7115

NOT FOR CONSTRUCTION

> FOR APPROVAL ONLY

SHEET NO.

A102



BUILDINGS 1-2-3

WARD DEVELOPEMENT

THE LOFTS AT OLD TOWNE

ROUTE AA & N. GARDEN ST. GRAIN VALLEY, MISSOURI

DATE: 4/17/2020

REVISIONS:



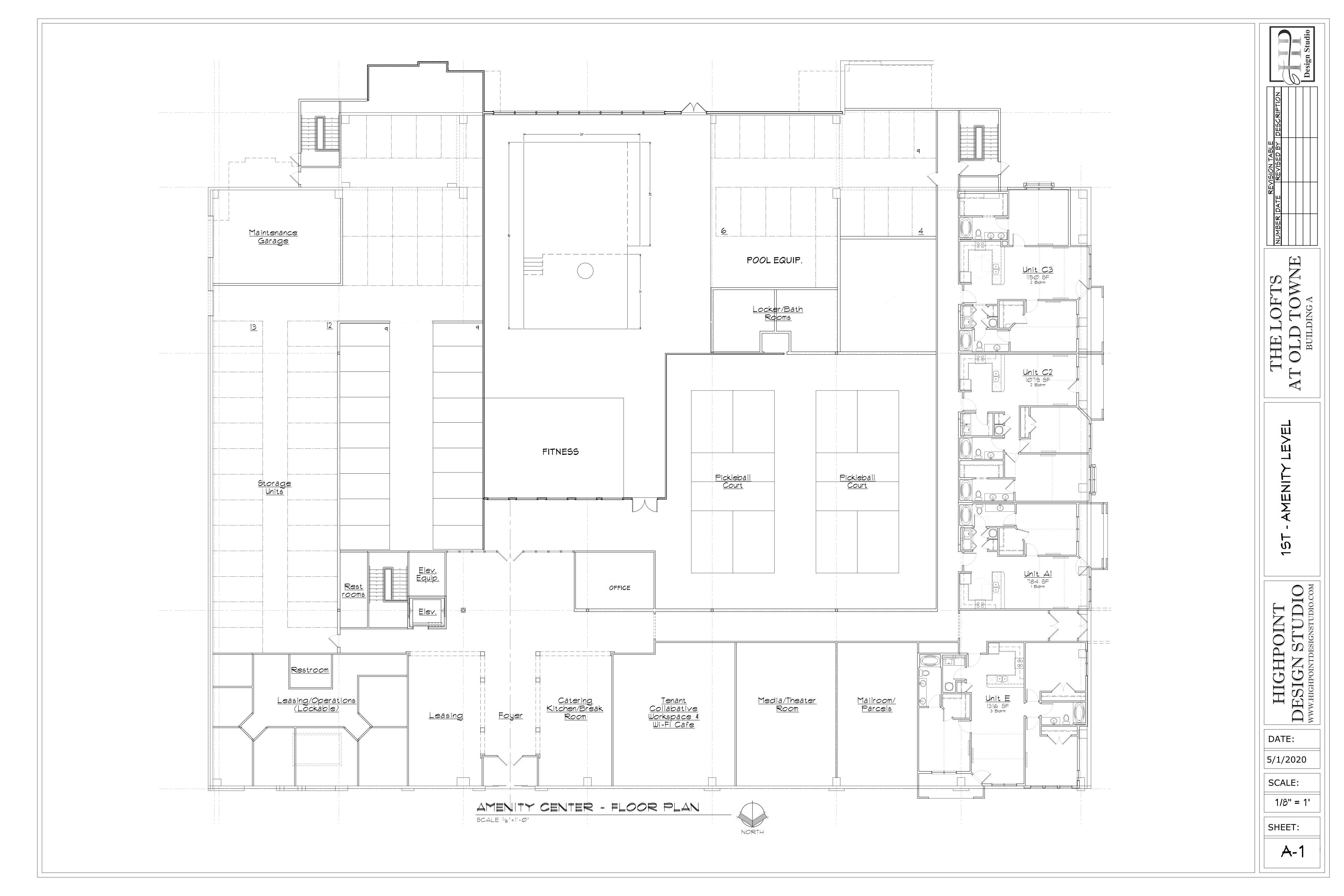
ARCHITECTURAL
SERVICES
Robert J. Shirk Jr. - Principal / Project Mgr.

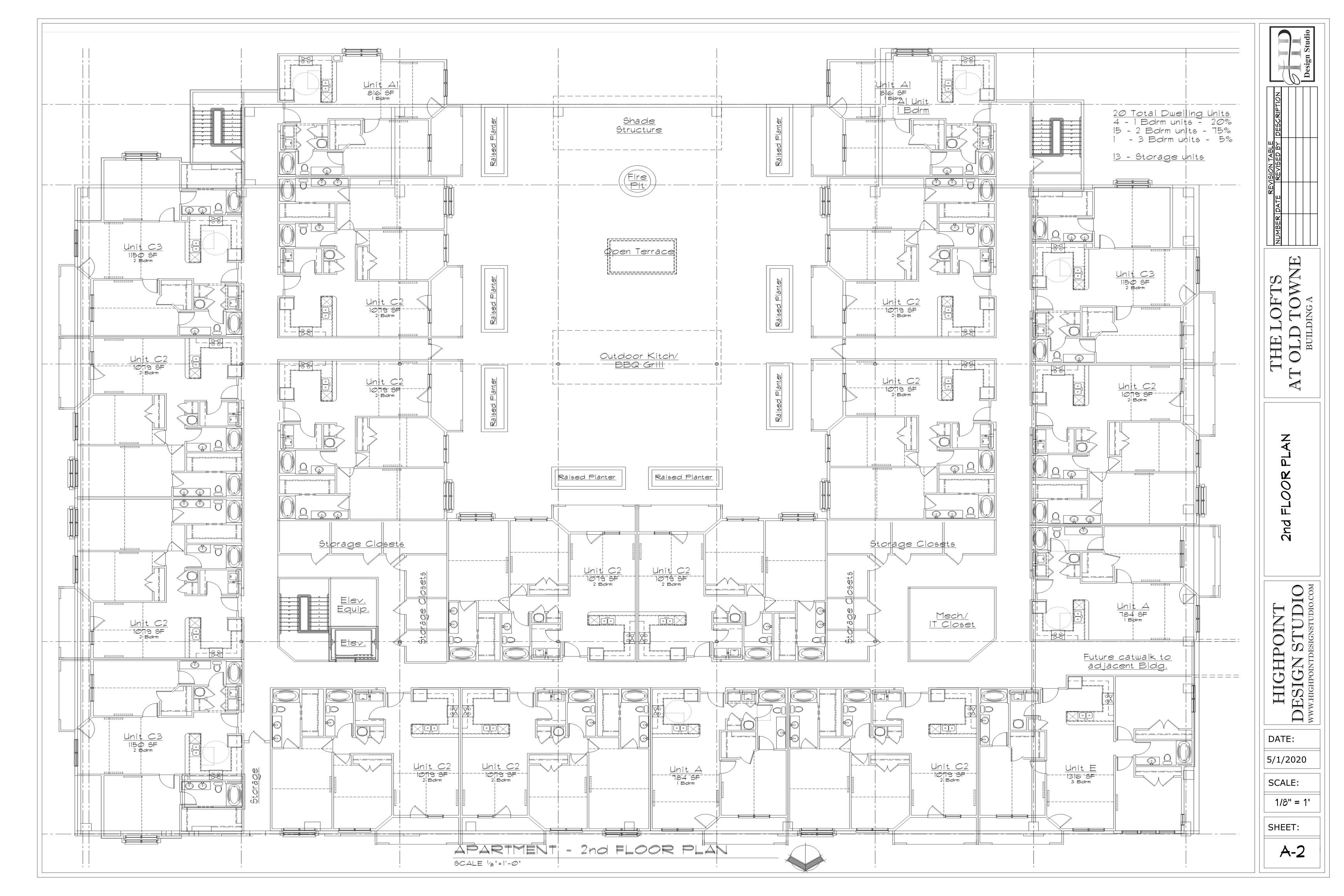
3009 ELMIRA CT. INDEPENDENCE, MISSOURI 64057 (816) 797-7115

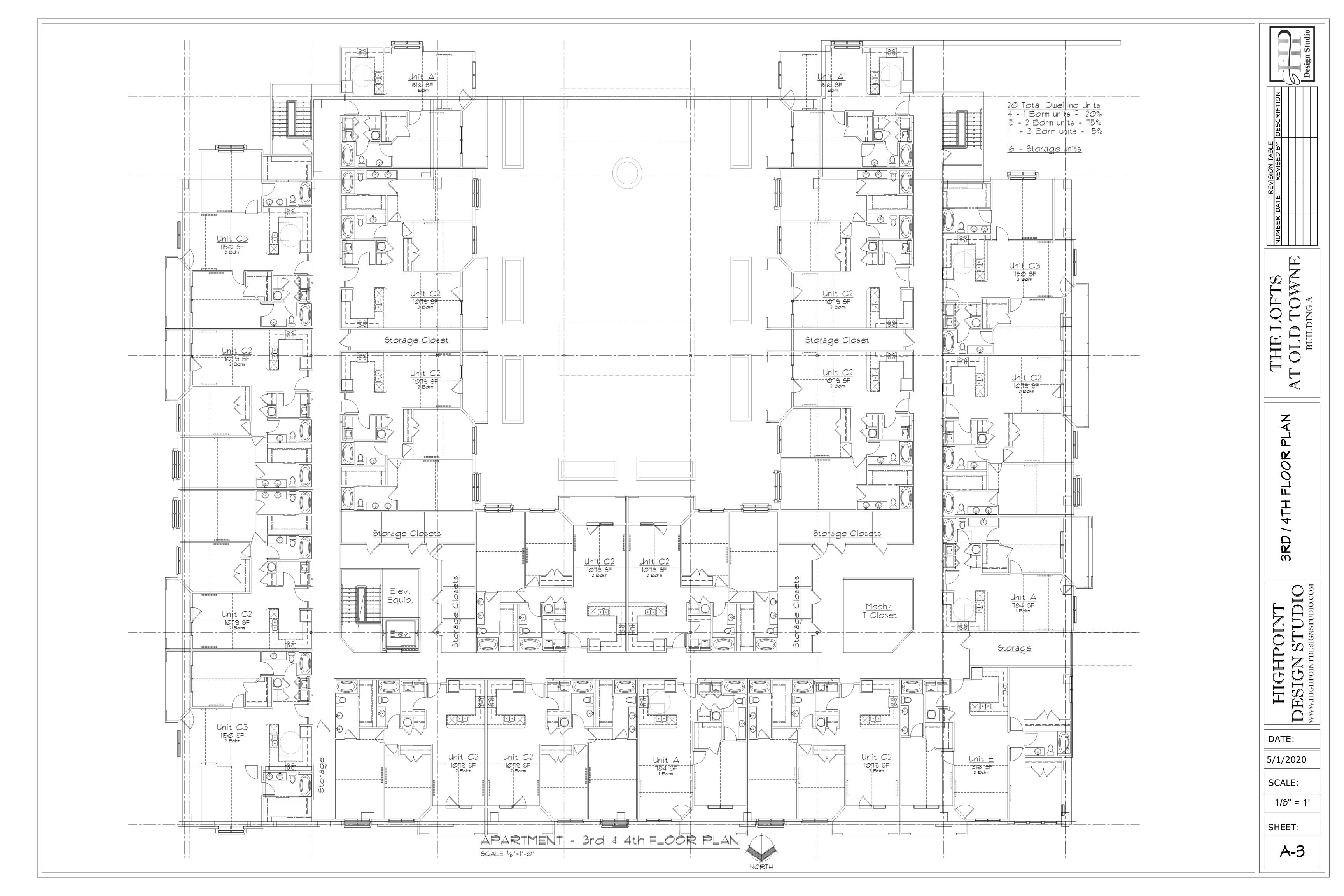
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> FOR APPROVAL ONLY

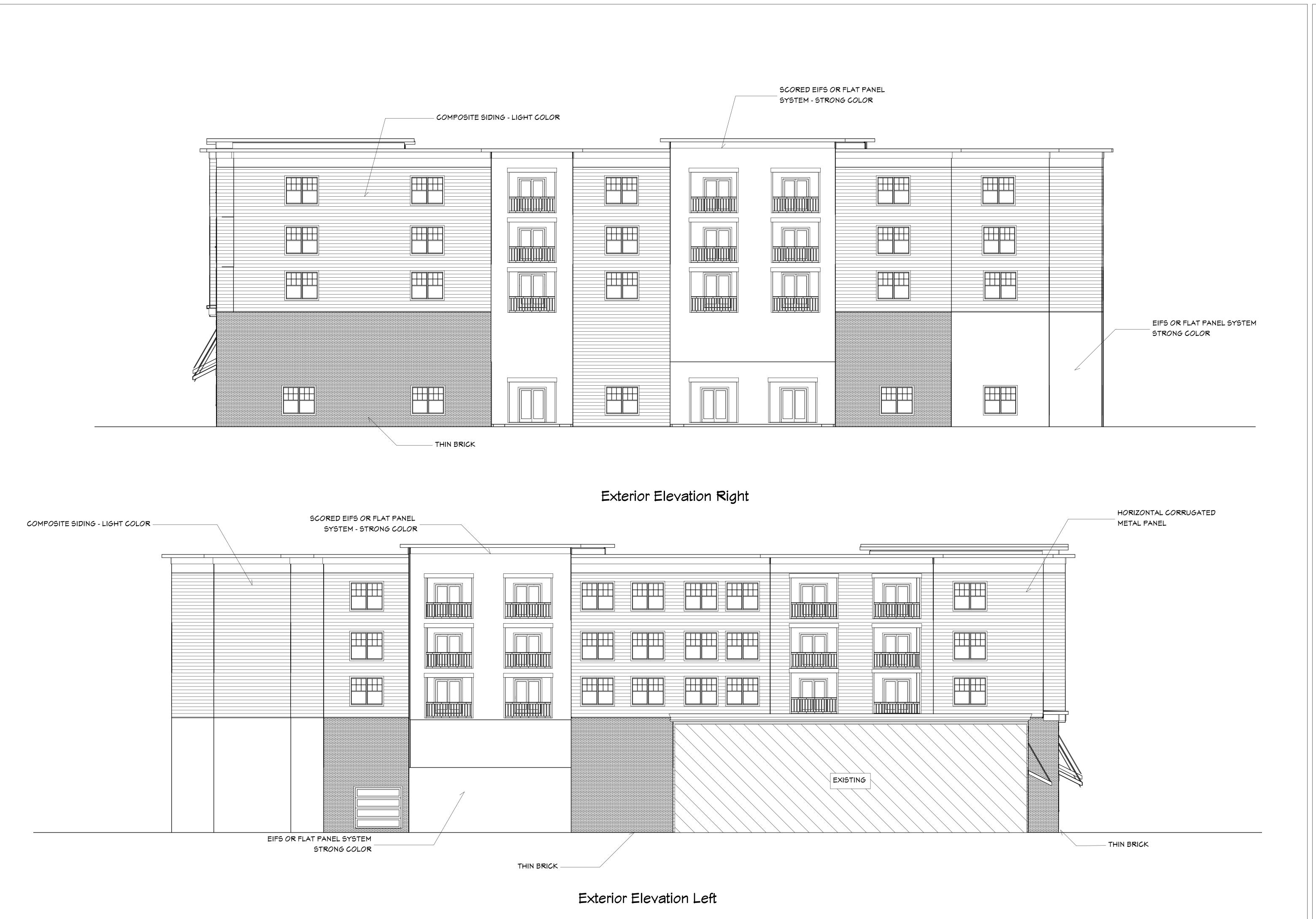
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1/8" = 1'

SHEET:

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711 Main Street Grain Valley, MO 64029 816.847.6220 816.847.6206 fax www.cityofgrainvalley.org

## PLANNING & ZONING APPLICATION

PR	OJECT INFORMATION			
Lo	cation: The Lofts at Old Towne Mar	·ket	Place	
Su	bdivision: Old Toure Marketgage 12th Lot#: 1 Zoni	ng Dis	trict: R-3P	
De	scription of Request: FDP + Final Plat of	41	ne Lofts at Old Towne	
	Market Place			
AP	PLICANT INFORMATION			
Na	me: Bryan Rahn			
Co	mpany: ward Development			
	dress: 1120 NW Eagle Ridge Blue			
Tel	ephone: 816-985-2641 Fax:	E-ma	11: bryanrahn a gmail. com	
	perty Owner: Old Towne Market Place LL			
	ditional Contact(s):			
Red	pe of Application: Check Type & Submit Corresponding quirements		Submittal Requirement List:	
	Rezoning 1 • 2 • 5 • 10 • 11 • 14	1	Legal description of subject property	
	Ordinance Amendment 10	2	Map depicting general location of site	
	Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3	Summary Site Analysis depicting current character of site	
	Temporary Use Permit 2 • 10 • 14	4	Preliminary Plat (3 full size copies)	
	Preliminary Plat 1 • 3 • 4 • 14	5	Preliminary Development/ Site Plan (6 copies)	
$\sim$	Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6	Final Plat (6 copies)	
	Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	7	Final Development/ Site Plan (6 copies)	
$\times$	Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8	Landscaping Plan (6 copies)	_
	Site Plan 1 • 7 • 8 • 9 • 12• 14 • 15	9	Building Elevations (6 copies)	
	Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10	Written description of the proposal	
	Future Land Use Map (Refer to page 9)	11	List of property owners within 185 feet	
_		12	Construction plans for all public works	
Not			improvements (6 copies)	1
Inc	clude at least one 8 ½ x 11 copy of all	13	Copies of tax certificates from City and County	
	awings	14	Proof of ownership or control of property (deed,	
	d plans will all applications.		contract, lease) or permission from property owner	
ann	a plans will all applications.	15	Off-site easements if necessary	
		16	Survey of vacation area	
		17	Utility Comment Form - City will provide form	
ΓNοι	te: Applications must be completed in their entirety and all subm	.: 44 - 1		
anni	ication is submitted. Additional submittals may be requested as j	nnai re	equirements must be submitted at the time the	
uppi	icution is submitted. Additional submittals may be requested as f	provia	ed for in the Grain Valley City Code.f	
The	applicant hereby agrees that all information is provided as requ	ired w	ith this application and the City	
Cod	e: provided as requ	it ca w	in this application and the City	
1	160		4/2/20	
App	licant's Signature		Date	
			17	
App	licant's Signature		Date	

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## Community Development Mark Trosen, Director

### BOA Staff Report – The Lofts at Old Towne Marketplace Final Development Plan and Final Plat May 27, 2020

#### **ACTION:**

Requesting approval of the Final Development Plan and Final Plat for the Lofts at Old Towne Market Place.

#### **BACKGROUND:**

The Board of Aldermen approved Ordinance 2496 on March 23, 2020 that changed the zoning on approximately 1.2 acres from Downtown Transition Zone to R-3p (Multi-Family Residential District – Planned Overlay District) and approximately 1.9 acres from C-1 (Central Business District) to R-3p (Multi-Family Residential District – Planned Overlay District). The Board also approved the preliminary development plan.

This site is generally located at Garden Street and near SW Eagles Parkway, aka 201 SW Eagles Parkway.

#### **PURPOSE:**

The proposed Lofts at Old Towne will consist of 154 rental units and a mixed-use indoor amenity center. The development includes demolition of the building that previously contained the former Patricia's Foods and Hardware store. A new four-story building (Building A) includes the first-floor mixed use amenity level and 64-rental units in three additional floors.

There will be three mostly identical three-story apartment buildings (Buildings B, C, and D) containing a total of 90 units on the vacant tract to the west.

The proposed 154 rental units will consist of 10% one-bedroom units, 80% two-bedroom units and 10% three-bedroom units.

The development will be completed in 2 phases. Buildings B, C and D as well as new parking lot will be completed in phase 1. Phase 2 will consist of the demolition and then construction of Building A.

The mixed-use amenity center will consist of an indoor pool, pickle ball courts, exercise room, media/theatre room, tenant co-op workspace and w-fi café, leasing office and tenant storage units.

#### **ANALYSIS:**

The final development plan is like the approved preliminary development plan and complies with the requirements of the City's land use regulations.

## Community Development Mark Trosen, Director

#### Page 2 – The Lofts at Old Towne Marketplace

The final plat, Old Towne Marketplace  $-12^{th}$  plat, meets all the requirements of the City's subdivision regulations. The City Engineer has approved the civil engineering plans.

#### **COMPREHENSIVE PLAN:**

In reviewing the preferred land use plan within the 2014 Comprehensive Plan, the plan illustrates this area to be mixed between commercial and multi-family. The proposed rezoning and preliminary development plan would be consistent with the character and intent of the long-range plan for the city.

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

N/A

#### PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval at their May 13, 2020 meeting.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the Final Development Plan and Final Plat for the Lofts at Old Towne Marketplace.

# Resolutions

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	CITY OF GRAIN VALLEY OF ALDERMEN AGEND	
MEETING DATE	May 27, 2020	
BILL NUMBER	R20-30	
AGENDA TITLE	OF THE CITY OF GRAI BECKY GRAY, CHAR ENGLISH TO THE GF	HE BOARD OF ALDERMEN IN VALLEY, REAPPOINTING PLES HARRIS AND JARED RAIN VALLEY PARKS AND FOR THREE-YEAR TERMS
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Direct	or of Parks and Recreation
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To maintain the 9 seats Recreation Board	on the Grain Valley Parks &
BACKGROUND	The Grain Valley Park begin June 1 of each ye	s & Recreation Board terms
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommend	ds Approval
DEPARTMENT RECOMMENDATION	Staff Recommend Appro	oval

ATTACHED
----------

#### CITY OF GRAIN VALLEY

#### STATE OF MISSOURI

# May 27, 2020 RESOLUTION NUMBER R20-30

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY REAPPOINTING BECKY GRAY, CHARLES HARRIS AND JARED ENGLISH TO THE GRAIN VALLEY PARKS AND RECREATION BOARD FOR THREE-YEAR TERMS

WHEREAS, the Board of Aldermen of Grain Valley, Missouri is dedicated to the constant improvement of our community by enlisting the assistance of qualified citizens; and

**WHEREAS,** prescribed by State Statute and the Ordinances of the City of Grain Valley, the Grain Valley Parks and Recreation Board was formed; and

**WHEREAS,** Becky Gray is a duly qualified citizen of Grain Valley and has served on the Parks and Recreation Board for over 2 years; and

**WHEREAS,** Becky Gray desires to continue to serve her community by participating on the Parks and Recreation Board; and

**WHEREAS,** Charles Harris is a duly qualified citizen of Grain Valley and has served on the Parks and Recreation Board for over 2 years; and

**WHEREAS,** Charles Harris desires to continue to serve his community by participating on the Parks and Recreation Board; and

**WHEREAS,** Jared English is a duly qualified citizen of Grain Valley and has served on the Parks and Recreation Board for just over 7 years; and

**WHEREAS,** Jared English desires to continue to serve his community by participating on the Parks and Recreation Board; and

**WHEREAS,** the Mayor of Grain Valley, Mike Todd, wishes to reappoint Becky Gray, Charles Harris and Jared English to the Parks and Recreation Board.

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

**SECTION 1:** that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of Becky Gray, Charles Harris and Jared English to the Grain Valley Parks and Recreation Board.

**SECTION 2:** Becky Gray, Charles Harris and Jared English shall be reappointed to a term of three years as prescribed by state statute.

PASSED and APPROVED, via voice vote, (-) this	Day of	, 2020.
Mike Todd Mayor	-	
ATTEST:		
	_	
Jamie Logan		
City Clerk		

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	05/27/2020		
BILL NUMBER	R20-31		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MIKE SWITZER & JUSTIN TYSON TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION OF THE CITY OF GRAIN VALLEY, MISSOURI FOR SIX-YEAR TERMS		
REQUESTING DEPARTMENT	Administration		
PRESENTER	Ken Murphy, City Admir	nistrator	
FISCAL INFORMATION	Cost as N/A recommended:		
	Budget Line Item:	N/A	
	Balance Available: N/A		
	New Appropriation Required:	[ ] Yes [X] No	
PURPOSE	To maintain full membership on the Industrial Development Authority Corporation		
BACKGROUND	In compliance with State Statute and Ordinance set by the City of Grain Valley; the appointment of members to the Industrial Development Authority Corporation as necessary		
SPECIAL NOTES	Not Applicable		
ANALYSIS	Not Applicable		
PUBLIC INFORMATION PROCESS	Not Applicable		
BOARD OR COMMISSION RECOMMENDATION	Not Applicable		
DEPARTMENT RECOMMENDATION	Staff Recommends Approval		
REFERENCE DOCUMENTS ATTACHED	Resolution		

#### STATE OF MISSOURI

#### May 27, 2020 RESOLUTION NUMBER R20-31

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI REAPPOINTING MIKE SWITZER & JUSTIN TYSON TO THE INDUSTRIAL DEVELOPMENT AUTHORITY CORPORATION OF THE CITY OF GRAIN VALLEY, MISSOURI FOR SIX-YEAR TERMS

**WHEREAS**, on February 27, 2012, the Board of Aldermen of the City of Grain Valley, Missouri, adopted Ordinance No. 2211 authorizing the formation of the Industrial Development Authority of the City of Grain Valley, Missouri ("IDA"); and

**WHEREAS**, the members of the Board of Directors of the IDA ("Directors") are required by Chapter 349 of the Revised Statutes of Missouri (the "Industrial Development Corporations Act") to be resident taxpayers of the City of Grain Valley and may not be an officer or employee of the City; and

**WHEREAS**, the Directors are required by the Industrial Development Corporations Act to serve staggered terms that are initially two years, four years, and six years in duration; and

**WHEREAS**, while it is not clearly stated in the language of the statute, it appears the intent of the staggered terms requirement in the Industrial Development Corporations Act is that successive terms of Directors all be six years in duration in order to maintain the staggered terms initially set for the Directors; and

**WHEREAS**, Mike Switzer & Justin Tyson are duly qualified citizens of Grain Valley and desire to serve their community by participating on the Industrial Development Authority Corporation; and

**WHEREAS**, the Mayor of Grain Valley, Michael Todd, wishes to reappoint Mike Switzer & Justin Tyson to the Industrial Development Authority Corporation.

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

**SECTION 1:** The Board of Aldermen of the City of Grain Valley, Missouri confirms the Mayor's reappointment of Mike Switzer and Justin Tyson to the Grain Valley Industrial Development Authority Corporation

**SECTION 2:** Mike Switzer and Justin Tyson are appointed to six year terms.

**BE IT FURTHER RESOLVED** that the Mayor and Board of Aldermen extend to Mike Switzer and Justin Tyson their sincerest appreciation, in advance, for their time and consideration in serving their community.

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 BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	5/27/2020		
BILL NUMBER	R20-32		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH STANGER INDUSTRIES, INC. FOR HVAC PREVENTATIVE MAINTENANCE/SERVICES		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	Mark Trosen, Director		
FISCAL INFORMATION	Cost as recommended:	Refer to Stanger Industries response to RFP.	
	Budget Line Item:	100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)	
	Balance Available:	\$24,500 for Term and Supply contracts with \$14,500 planned for this contract. FY2020	
	New Appropriation Required:	[]Yes [X]No	
PURPOSE	To approve the contract with Stanger Industries, Inc to provide HVAC and mechanical services on City owned buildings and equipment		
BACKGROUND	Any past agreement with Mechanical Contractors has expired and the City went through the RFP process to solicit bids for services		
SPECIAL NOTES	Advertised as RFP no. 2020-02		

ANALYSIS	All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.
PUBLIC INFORMATION PROCESS	RFP advertised in the Examiner on April 1st, 2020 as well as notification sent to prospective bidder and posted on the City website.
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid proposal and contract

#### CITY OF GRAIN VALLEY

## STATE OF MISSOURI

#### May 27, 2020 RESOLUTION NUMBER R20-32

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH STANGER INDUSTRIES, INC. FOR HVAC PREVENTATIVE MAINTENANCE/SERVICES

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

**WHEREAS**, the Board of Aldermen adopted the 2020 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

**WHEREAS,** Stanger Industries, Inc. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, Stanger Industries Inc. was selected through an RFP process.

**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 Stanger Industries, Inc. for HVAC and mechanical services.

PASSED and APPROVED, via voice vote,	() this Day of May, 2020.
Mike Todd Mayor	
ATTEST:	
Jamie Logan City Clerk	

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## **ORIGINAL**

# HVAC PREVENTATIVE MAINTENANCE SERVICES RFP #2020-02 due April 29, 2020 3:00PM

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main Street
Grain Valley, MO 64029

Submitted By: Stanger Industries, Inc.
4911 Elmwood Avenue
Kansas City, MO 64130
Scott Corkill P: 816-985-8256



# HVAC PREVENTATIVE MAINTENANCE SERVICES RFP #2020-02 due April 29, 2020 3:00PM

#### **INDEX:**

**Tab 1: Cover Letter, RFP Signature Page** 

Tab 2: Form 1 & 2 -Contractor Qualification Form Key Individuals Information

Tab 3: Form 3 - Contractor Reference Form

Tab 4: Form 4 - Service Fee Form

Tab 5: Form 5- Execution of Proposal Form;

**Tab 6: E-Verity Memorandum of Understanding** 

Tab 7: Exhibit "A" Non-Collusion Certification

Tab 8: Miscellaneous – Signed Addendums & State of MO Documents



#### City of Grain Valley

711 Main St Grain Valley, MO 64029 Phone: 816-847-6292

# 2020 REQUEST FOR PROPOSALS FOR HVAC PREVENTATIVE MAINTENANCE/SERVICES RFP #2020-02

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies MUST BE RECEIVED BY: 3:00 P.M. APRIL 29, 2020

Please mark your submittal "Sealed Proposal –2020 HVAC Preventative Maintenance/Services" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Frint)
Stanger Industries, Inc.	
Address	Signature
4911Elmwood Avenue, Kansas City, MO	64130 President
City/State/Zip	Title
(816) 861-2800 (816) 861-2300	April 29, 2020 43-1228737
Telephone # Fax #	Date Tax ID #
gestanger@stangerinc.com	S Corporation
E-mail	Entity Type

## FORM 1

#### CITY OF GRAIN VALLEY, MISSOURI HVAC SERVICES RFP

#### CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: Stanger	· Industries, Inc.
Address: 4911 Elmwood Aver	nue, Kansas City, MO 64130
Contact Name & Title: Scott Corkill,	Service Sales
Type of Business:  X: Corporation (S)  : Partnership	: Individual : Other, Explain:
How many years has your business perf	rated without interruption? 39 Years Formed commercial HVAC Services? 39 Years reorganization or receivership in the last five (5) years? If yes, explain:
NO	
Describe the services offered by your by Construction Management and Ac	
Millwork for HVAC/Plumbing Insta	allation, Boiler Install/Replacement,
Any work associated with with plu	ımbers & pipefitters. 24/7 Service Dept.
Does your business have knowledge of	or experience with automated building controls? If so, explain:
Yes, Stanger Industries, Inc. has	s trained mechanics to operate most Building Automation
Systems	
Would your business provide us with a	dedicated technician when possible, who has a minimum of three (3)
years of commercial service experience	and/or relevant certification? Explain:
Stanger Industries, Inc. ha	s a number of mechanics that live East of town
that are well qualified for r	epairs on this equipment. TBD
N.	
. j	Page 17



#### Scott Corkill, Service Sales

#### **EDUCATION**

- 5 Yr. Pipe Fitters Apprenticeship School Kansas City, Mo.
- Full Time Student HVAC Training
- Area Vocational Tech School Kansas City, Ks
- High School Diploma
- Wyandotte High School Kansas City, KS

#### **OTHER**

- ABB VFD Certified
- Backflow Certified
- CFC Certified
- York Centrifugal Certified
- VRF Training
- HVAC Service & Construction

#### **EXPERIENCE**

#### 2019 - Present Stanger Industries

- Service Sales HVAC & Plumbing
- Provide customer support, pricing and project supervision

#### 2013 - 2019 Enerfab / Foley Company

- Service Sales HVAC & Plumbing
- · Provide customer support, pricing and project supervision

#### 2009 - 2013 Foley Company

- HVAC Service Lead Chiller Mechanic
- Serviced all brands of chillers from inspections to overhauls
- Repairs to boilers, pumps, towers, split system, IT room climate control
- Refrigeration repairs and service



#### Eric McGhee, Service Manager

#### SUMMARY

- Over 30 years of experience in the HVAC industry
- Began career as a Service Apprentice, transitioned to a Factory Certified Journeyman and finally to Service Management
- Established record of service management and department growth
- Loyal customer base with exceptional technicians

#### **EXPERIENCE**

2019 - current Service Manager Stanger, Inc

- Strategic planning and oversight for Service Department
- · Recruit and train management personnel
- Responsible for growth of Service Department

2017 – 2019 Service Manager MMC Contractors

- Strategic planning and oversight for Service Department
- Recruit and train management personnel
- Develop and monitor annual departmental budget
- Responsible for growth of Service Department

2010 – 2017 Service Manager Foley Company

- Established Service Department
- Steady annual growth through my tenure
- Strategic planning and oversight for Service Department
- Recruit and train management personnel
- Develop and monitor annual departmental budget

2007 – 1010 Service Supervisor Fagan Company

- Strategic planning and oversight for Service Department
- Recruit and train management personnel
- Develop and monitor annual departmental budget



#### Ronald Robinson, Service Technician

#### **EDUCATION**

Johnson County Community College Continuing Education Pipefitters Local 533

#### **EXPERIENCE**

• Over thirty-five (35) years of boiler installation, inspections, repairs and replacement

#### LICENSE & CERTIFICATIONS

- EPA Certification Universal
- Crane Signalperson & Rigger Qualification Course
- Gas Pressure Regulator Overview & Updates Certificate
- Certificate of Completion on Hydronics Training
- Mitsubishi M&P Series Field Service Seminar

#### STRENGTHS AND ACCOMPLISHMENTS

- Boiler work, tube replacement and refractory repair
- Knowledge for problem solving and confidence for repairs



#### Mark Strausbaugh, Service Technician

#### **EDUCATION**

Johnson County Community College Continuing Education Pipefitters Local 533

#### **EXPERIENCE**

 Over eighteen (18) years of experience in Boilers, Chillers, Cooling Towers and HVAC maintenance and RTU installations

#### LICENSE & CERTIFICATIONS

- VFD Certified
- EPA Certification Universal
- 30-hour OSHA Construction Safety and Health
- Missouri Propane Gas Association
- Keyes to Applying High Efficiency, Low Mass Boiler (CAMUS)
- Carlyle Compressor Course

#### STRENGTHS AND ACCOMPLISHMENTS

- Cooling Systems: Split systems, Packaged systems and Rooftop Units
- Boilers: troubleshooting and tube replacement
- Furnaces: gas and electric
- Installation and excellent diagnostic skills and problem solving



#### Quincy D. Taylor, Service Technician

#### **EDUCATION**

Metropolitan Community College Pipefitters Local 533

#### **EXPERIENCE**

• Over eight (8) years of experience in Boiler, Chiller and HVAC maintenance and RTU installations

#### LICENSE & CERTIFICATIONS

- Missouri Department of Natural Resources Water Protection Program
- Operating Engineer Certificate of Qualification
- EPA Certification Universal
- 30-hour OSHA Construction Safety and Health
- Power Flame Class for setting combustion on burners

#### STRENGTHS AND ACCOMPLISHMENTS

- Cooling Systems: Split systems, Packaged systems and Rooftop Units
- Boilers: troubleshooting and tube replacement
- Furnaces: gas and electric
- Installation and excellent diagnostic skills

## FORM 3

#### CITY OF GRAIN VALLEY, MISSOURI HVAC SERVICES RFP CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for Stanger Industries, Inc.		
Business Name Husqvarna Construction Products		
Street Address 17400 W. 119th St		
City, State & Zip_Olathe, KS 66061		
Contact Person Name & Title Jim Wright, Bldg Superintendent		
Phone, fax and email Phone: 816-213-3337; Fax: 913-438-7947 - email: jim.wright@husqvarnagroup.com		
Describe Scope of Work and approx. dates of service		
Have worked with Husqvarna Construction from 2012 to the present- HVAC Service, Maintenance & Repair		
Rusiness Name Biomat USA, Inc. and Biomat GAGE		
reet Address 2915 Southwest Gage Boulevard		
City, State & Zip Topeka, KS 66606		
Contact Person Name & Title Christina Teasley, Center Manager		
Phone, fax and email Phone: 785-273-3659; email: Christina.teasley@grifols.com		
Describe Scope of Work and approx. dates of service		
Have worked with Biomat from 2009 to present - HVAC Service, Maintenance, Repair and also		
blood plasma freezer maintenance		
Business Name Douglas County Jail		
Street Address 3601 East 25th Street		
City, State & Zip Lawrence, KS 66046		
Contact Person Name & Title Issac Smotts, Maintenance Supervisor		
Phone, fax and email Phone: 785-331-5859; email: ismoots@douglas countyks.org		
Describe Scope of Work and approx. dates of service		
Newest Company, started working this year- HVAC Service, Maintenance & Repair		

#### FORM 4

#### CITY OF GRAIN VALLEY, MISSOURI HVAC SERVICES RFP SERVICE FEE FORM

SERVICE FEE FORW		
Spring Inspection Program	\$ 2,163.00	-HR-
Mid-Summer Inspection Program	\$ 2,163.00	HR—
Fall Inspection Programs	\$2,163.00	HR_
Mid-Winter Inspection Programs	\$2,163.00	HR-
Certified Technician – Normal Hours	\$ 110.00	HR
Certified Technician – Overtime Hours	\$ 147.00	HR
Certified Technician – Emergency Call Out	\$ 147.00	HR
Certified Technician – Holiday Hours /Double Time	\$ 182.00	HR
Helper Technician – Normal Hours (if applicable)	\$ 85.00	HR
Helper – Overtime Hours (if applicable)	\$ 122.00	HR
Helper – Emergency Call out (if applicable)	\$ 122.00	HR
Helper – Holiday Hours (if applicable) Double Time	\$ 157.00	HR
List any relevant mark-ups, with details (if applicable) Parts	- <del>\$</del> 20%	HR-
Other (must define)	\$ N/A	HR

Define hours for After Hours/ overtime work:

OT Work = Before or after 7:00AM - 3:30 PM

Sundays and Holidays = Double Time

Define your guaranteed response time:

Stanger Guarantees a maximum of 3 hour responce time if requested.

List any exceptions or assumptions in your pricing:

Truck charge of \$60.00 per service call - negotiable?

Signed (4) Addendums behind last tab for Miscellaneous and State of MO Documents



May 1, 2019

Stanger Service Customers

RE: HOURLY RATES

The following Plumbing & HVAC service rates are currently in effect through <u>May 31, 2020</u>. Please be advised that service rates are subject to change at any time.

	<u>PLUMBING</u>	<u>HVAC STANDARD</u>	HVAC PREF. (Maint Agrmt)
Straight Time	\$110.00	\$120.00	\$110.00
Time and a Half (Min. 2 hr)	\$147.00	\$157.00	\$147.00
Double Time (Min. 2 hr)	\$182.00	\$192.00	\$182.00
Truck Charge (Per Event)	\$ 60.00	\$ 60.00	\$ 60.00

Hourly rates include, but are not limited to, the following:

Taxes

Insurance

Fringe Benefits

Overhead

**Profit** 

Consumables (small hand tools, portable ban saw, sawz-all, power tools, PPE

equipment, hammer drill chain snappers, pliers, screw drivers, level,

nut drivers, etc.)

We charge:

10% markup on subcontractors

10% markup on rental (example; lift)

In house rental charge:

\$ 50.00
\$ 100.00
\$ 100.00
\$ 100.00

Sincerely,

Scott Corkill

Service Sales

scorkill@stangerinc.com

#### FORM 5

#### CITY OF GRAIN VALLEY HVAC SERVICES RFP

#### **EXECUTION OF PROPOSAL FORM**

#### The responding contractor certifies the following by checking the following Items:

 $\underline{X}$  That this proposal was signed by an authorized representative of the business.

X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

 $\underline{X}$  That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

usiness Name Stanger Industries, Inc.	
Authorized Signature	Date_4/29/2020
Greg Stanger, President	
Printed Name & Title	





# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Stanger Industries (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- 10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- 11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- 12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

  Page 3 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

#### **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
- a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### **B. REFERRAL TO DHS**

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





#### **B. TERMINATION**

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

#### ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





#### Approved by:

Employer	
Stanger Industries	
Name (Please Type or Print)	Title
Elly C Sherman	
Signature	Date
Electronically Signed	04/02/2009
Department of Homeland Security – Verificat	ion Division
Name (Please Type or Print)	Title
USCIS Verification Division	
	White of the first and the first state of the first
Signature	Date
Electronically Signed	04/02/2009





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)





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#### **EXHIBIT "A" NON-COLLUSION CERTIFICATION**

STATE OF MISSOURI

CITY/COUNTY OF Jac	kson
Greg Stanger	being first duly sworn, deposes and says that he is
President	
Title of I	Person Signing
of Stanger Indu	stries, Inc.
Name of B	idder
bidder (The person, firm, ass entered into any agreement, p competitive bidding in conne Affiant further certifies that b	facts set out in the proposal for the above project are true and correct; and the ociation, or corporation making said bid) has not, either directly or indirectly participated in any collusion, or otherwise taken any action in restraint of free ection with said bid or any contract which may result from its acceptance.
bidder for the above project.	Ctonger Industries Inc
	BY Stanger Industries, Inc.
	BY
	BY_ Greg Stanger, President
SWORN to before me this	29th day of April 20 20  Roberta & Samon  Notary Public
My Commission Expires	June 11, 2022

#### City of Grain Valley, Missouri

Facility Maintenance RFP's for HVAC Preventative Maintenance/Service, Electrical Services (as needed), Plumbing Services (as needed) and Building Maintenance (as needed).

#### April 1, 2020 Addendum No. 1

#### TO ALL PROSPECTIVE CONTRACTORS:

1. On page 4 under General Information. It states that if awarded contract that you must submit a copy of your professional liability insurance. The question was asked if a COI (Certificate of Liability Insurance) would work in place of the professional liability insurance. The answer is YES. A copy of your COI is what will need to be submitted if awarded the contract.

Signed by: Greg Stanger, President

#### City of Grain Valley, Missouri

Facility Maintenance RFP's for HVAC Preventative Maintenance/Service, Electrical Services (as needed), Plumbing Services (as needed) and Building Maintenance (as needed).

April 7, 2020

Addendum No. 3

#### TO ALL PROSPECTIVE CONTRACTORS:

Due to the COVID-19 and trying to practice social distancing we will need to schedule our facilities walkthrough on April 15<sup>th</sup> by appointment only. Please limit the number of people on the walk through to two people. The first walkthrough will be scheduled for 8:30AM. I will be scheduling the walkthroughs for a one-hour time frame. Please contact Mike Russell at either <a href="mrussell@cityofgrainvalley.org">mrussell@cityofgrainvalley.org</a> or at 816-847-6226 to schedule your walkthrough. Please make sure to leave good contact information.

Signed by: Greg Stanger, President

## City of Kansas City, Mo.

## **BUSINESS LICENSE**

**Revenue Division** 

For the operation of:

STANGER INDUSTRIES INC 4911 ELMWOOD AVE KANSAS CITY MO 64130-2877 00106

CID-91381848832

Աղլիլի Մեկրիի իրելի արդինակին արև արև արդին անիլի

2020

This license is effective until December 31, 2020. You have until the last day of February to renew.

Pursuant to City ordinances and conditioned upon payment of the requested fee or tax due, subject to audit and zoning requirements, license is hereby granted for the term and purpose stated.



1025674368

Post at location licensed

Mari Ruck, Commissioner of Revenue

This license may be suspended or revoked in accordance with City ordinances.

This license remains the property of the City of Kansas City, Mo. FINANCE DEPARTMENT \* REVENUE DIVISION \* BUSINESS LICENSE SECTION 1118 Oak Street \* Kansas City, MO 64106-2786 \* (816) 513-1120





STATE OF MISSOURI



# John R. Ashcroft Secretary of State

# CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

# STANGER INDUSTRIES INC. 00231084

was created under the laws of this State on the 18th day of May, 1981, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 13th day of February, 2020.

Becretary of State

Certification Number: CERT-02132020-0029



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# CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

# **Preventive Maintenance Services HVAC Systems**

This agreement made this day of 2020, between Stanger Industries, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 4911 Elmwood Avenue, Kansas City, Missouri, hereafter referred to as the <b>Contractor</b> , and The City of Grain Valley, Missouri, a 4 <sup>th</sup> class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the <b>City</b> .
This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors, and assigns of the parties hereto. In the event that there are any inconsistencies in the provisions of this contract and those contained in the proposal, they will be resolved in accordance with the terms of this contract.
This contract is effective as of, 2020 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.
ARTICLE I: THE WORK
Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2020-02 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2020-02 may commence upon the signing of this contract and scheduling and approval of the City.
ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION
Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one year period beginning, 2020 and ending, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel

the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services

under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

#### ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

## ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of the invoice.

Third-party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

## ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury, or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

#### ARTICLE VI: DAMAGES

Contractor will promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury, or property damage. Contractor must provide full details and statements from any witnesses.

#### **ARTICLE VII: RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted

subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

**ARTICLE VIII: TERMINATION OF AGREEMENT** 

With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile ore-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

## **ARTICLE IX: WARRANTY**

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

#### **ARTICLE X: IMMIGRATION COMPLIANCE**

the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially a form acceptable to the City. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide upon execution of this agreement affirmative proof that the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The signator shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be

## **ARTICLE XI: MISCELLANEOUS**

## A. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from a violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

# B. Exemption from Taxes

The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

C. Employment Discrimination by Contractors Prohibited/Wages/ Information
During the performance of a contract, the Contractor shall agree that it will not
discriminate against any employee or applicant for employment because of race,
religion, color, sex, national origin, or disabilities, except where religion, sex or
national origin is a bona fide occupational qualification reasonably necessary to the
normal operation of the Contractor; that it will post in conspicuous places, available to
employees and applicants for employment, notices setting forth nondiscrimination
practices, and that it will state, in all solicitations or advertisements for employees
placed by or on behalf of the Contractor, that it is an equal opportunity employer.
Notices, advertisements, and solicitations placed in accordance with federal law, rule,
or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

# D. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

# E. Applicable Laws

All work performed shall be in compliance with all applicable City of Grain Valley codes.

This Agreement shall be governed by and construed and interpreted in accordance with the internal

laws of the State of Missouri, without regard to its principles of conflict of laws.

# F. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

- 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- 2. Any impairment or incapacitation from the use of alcohol or other drugs (except for the use of drugs for legitimate medical purposes).
- 3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Grain Valley in addition to any criminal penalties that may result from such conduct.

## G. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

#### H. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

- I. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- J. Independent Contractor. The Parties agree that the Contractor is an independent contractor and nothing herein shall create an employment relationship between the City and the Contractor or any of the Contractor's employees.

The remainder of this page left intentionally blank

**IN WITNESS WHEREOF,** the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY O	OF GRAIN VALLEY, MO.	
By:		
	Ken Murphy, City Administrator	
Attest:		
	Jamie Logan, City Clerk	
STANGER IN	IDUSTRIES	
By:	Print	Signature
	Stanger Industries	

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	5/27/2020		
BILL NUMBER	R20-33		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A & A ELECTRICAL, INC. FOR ELECTRICAL SERVICE (AS NEEDED)		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	Mark Trosen, Director		
FISCAL INFORMATION	Cost as recommended:	Refer to A & A Electrical response to RFP	
	Budget Line Item:	100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)	
	Balance Available:	\$24,500 for Term and Supply contracts with \$5,000 planned for this contract. FY2020	
	New Appropriation Required:	[] Yes [X] No	
PURPOSE	To approve the contract with A & A Electrical, Inc to provide electrical services (as needed) on City owned buildings and equipment		
BACKGROUND	Any past agreement with Electrical Contractors has expired and the City went through the RFP process to solicit bids for services		
SPECIAL NOTES	Advertised as RFP no. 2020-03		

ANALYSIS	All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.	
PUBLIC INFORMATION PROCESS	RFP advertised in the Examiner on April 1 <sup>st</sup> , 2020 as well as notification sent to prospective bidders and posted on the City website.	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid proposal and contract	

# CITY OF GRAIN VALLEY

# STATE OF MISSOURI

# *May 27, 2020*RESOLUTION NUMBER *R20-33*

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A & A ELECTRICAL, INC. FOR ELECTRICAL SERVICES (AS NEEDED)

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

**WHEREAS**, the Board of Aldermen adopted the 2020 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

**WHEREAS,** A & A Electrical, Inc. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, A & A Electrical Inc. was selected through an RFP process.

**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 A & A Electrical, Inc. for electrical services (as needed).

PASSED and APPROVED, via voice vote, (_	<i>this</i>	Day of May, 2020.
Mike Todd Mayor		
ATTEST:		
Jamie Logan City Clerk		

MIEMIONALLYLEEFERINA



Haydn R. Ambrose, President 705 Squire Court Grain Valley, MO 64029-9369 Telephone 816-847-1902 Fax 816-847-1903 admin@aaelectricalinc.com

April 21, 2020

Mike Russell, Building Official City of Grain Valley MO 711 Main Street Grain Valley, MO 64029

RE: RFP for 2020 Electrical Service (as needed), RFP# 2020-03

We are very pleased to submit A&A Electrical, Inc.'s proposal in response to your RFP to provide Electrical Service. The attached documents outline our proposed approach to the project and addresses the information requirements that were outlines in the RFP.

With over 26 years in existence as a Missouri Corporation, our company has the in-depth knowledge and expertise to undertake this initiative on behalf of the City of Grain Valley – and to complete it efficiently, on time and on budget. Our staff consists of a Master Electrician with over 38 years of experience, Journeymen Electricians and Electrician Apprentices, who have a proven track record of troubleshooting, service calls, and commercial electrical construction.

Our team has been employed with us from 3 years to 20 years, with our Journeymen Electricians each having over 30 years of experience. Our Apprentice Electricians are enrolled in a Dept of Labor Registered Apprentice Program. We have been located in Grain Valley since 1994, collaborating with the City of Grain Valley on many projects over the years.

We would be pleased to answer any questions you might have regarding our submission.

Thank you for the opportunity to submit our proposal for your consideration.

Respectfully,

Haydn R. Ambrose, Master Electrician

President, A&A Electrical, Inc.

LKA/lka

Encl: RFP Signature Page and Non-collusion Certification

Contractors Qualification Form Contractor Reference Form

Service Fee Form

Execution of Proposal Form

E-Verify Memorandum of Understanding



# City of Grain Valley

711 Main St Grain Valley, MO 64029 Phone: 816-847-6292

# 2020 REQUEST FOR PROPOSALS FOR ELECTRICAL SERVICE (AS NEEDED) RFP #2020-03

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies MUST BE RECEIVED BY: 3:00 P.M. APRIL 29, 2020

Please mark your submittal "Sealed Proposal -2020 Electrical Service (as needed)" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
A & A ELECTRICAL, INC  Address SQUIRE CT	Signature
GRAIN VALLEY, MO 64029	PRESIDENT
City/State/Zip	Title
816 847 1902 816 847 1903	4/21/2020 43-1746599
Telephone # Fax #	Date Tax ID #
ADMIN@AAELECTRICALINC.COM	CORPORATION
E-mail	Entity Type

# **EXHIBIT "A" NON-COLLUSION CERTIFICATION**

# STATE OF MISSOURI CITY/COUNTY OF JACKSON

HAYDN R AMBROSE
being first duly sworn, deposes and says that he is
PRESIDENT
Title of Person Signing
of A&A ELECTRICAL INC
HAYDN R AMBROSE
Name of Bidder
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.  Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.
BY
BY
BY
SWORN to before me this day of 2020.
LESLI K. AMBROSE Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expires: May 02, 2022 Commission Number: 14968744  Notary Public
My Commission Expires 5-2-22

# CITY OF GRAIN VALLEY, MISSOURI ELECTRICAL SERVICES (AS NEEDED) RFP

# CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: A&A ELECTRICAL, INC	
Address: 705 SQUIRE CT, GRAIN VALLEY, MO 64029	
Contact Name & Title: HAYDN R AMBROSE, PRESIDENT	
Type of Business:	
XX : Corporation : Individual : Partnership : Other, Explain	ain:
How many years has your business operated without interruption?25	YEARS
How many years has your business performed commercial Electrical Service	ces? 25 YEARS
Has your business been in bankruptcy, reorganization or receivership in the NO	last five (5) years? If yes, explain:
Describe the services offered by your business.  TROUBLESHOOTING, SERVICE CALLS, NEW OR REMODEL CO	ONSTRUCTION, BUCKET TRUCK
WORK, LIGHTING RETROFITS, PANEL UPGRADES,	
Would your business provide us with a dedicated technician when possible	who has a minimum of three (3)
years of commercial service experience and/or relevant certification? Expla	
YES, IF REQUIRED. ALL OF OUR EMPLOYEES HAVE EXTENS	IVE EAF ENIENCE AND
FAMILIARITY OF ALL OF THE CITY FACILITIES.	

# CITY OF GRAIN VALLEY, MISSOURI ELECTRICAL SERVICES (AS NEEDED) RFP. CONTRACTORS QUALIFICATION FORM, CONT.

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

HAYDN AMBROSE - MASTER ELECTRICIAN
GREG HAWKINS - JOURNEYMAN 30 YEARS EXPERIENCE
KEN SMITH - JOURNEYMAN 35 YEARS EXPERIENCE
JESSE HAWKINS - APPRENTICE 5 YEARS EXPERIENCE
JOHN MCBRATNEY - JOURNEYMAN 28 YEARS EXPERIENCE
CHRIS SAMMONS - JOURNEYMAN 20 YEARS EXPERIENCE
GEREMY SOWASH - APPRENTICE 4 YEARS EXPERIENCE
List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information define in this proposal.
NONE

# CITY OF GRAIN VALLEY, MISSOURI ELECTRICAL SERVICES (AS NEEDED) RFP CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for A&A ELECTRICAL, INC
Business Name WARD DEVELOPMENT Street Address 1120-A NW EAGLE RIDGE BLVD City, State & Zip_GRAIN VALLEY, MO 64029 Contact Person Name & Title KENT BILQUIST, PROJECT MANAGER DAVID WARD, OWNER Phone, fax and email 816 229 8115 816 229 5012 DAVID@SAFETYMINISTORAGE.COM Describe Scope of Work and approx. dates of service
NEW COMMERCIAL CONSTRUCTION, REMODEL CONSTRUCTION, TROUBLESHOOT,
SERVICE CALLS CLIENT SINCE 1999
Business Name PHOENIX RENOVATION & RESTORATION Street Address 16250 FOSTER
City, State & ZipOVERLAND PARK, KS 66085
Contact Person Name & Title MIKE WONDRA, PROJECT MANAGER
Phone, fax and email 913 599 0055 913 599 0053 MWONDRA@KCPHOENIX.COM
Describe Scope of Work and approx. dates of service  REMODEL RESIDENTIAL ELECTRICAL, RENOVATION AND RESTORATION FOR STORM AND  FIRE DAMAGE
CLIENT SINCE JANUARY 2000
Business Name AAA DISPOSAL Street Address PO BOX 109
City, State & Zip OAK GROVE, MO 64075
Contact Person Name & Title JASSEN HOLMBERG, OWNER
Phone, fax and email 816 650 3180 816 650 5388 AAADISPOSAL@GMAIL.COM  Describe Scope of Work and approx. dates of service  NEW COMMERCIAL ELECTRICAL CONSTRUCTION, REMODEL ELECTRICAL CONSTRUCTION,  SERVICE CALLS AND TROUBLESHOOTING OF PROBLEMS
CLIENT SINCE OCTOBER 2001

Business Name FELDMAN'S FARM AND HOME	
Street Address 1332 W KANSAS ST	
City, State & Zip_LIBERTY, MO 64068	
Contact Person Name & Title ALAN BUCKWALTER,	
Phone, fax and email 816 792 0994 816 792 1360 ALAN@FELDMANS-FH.COM	
Describe Scope of Work and approx. dates of service REMODEL OF LIBERTY STORE, TROUBLESHOOTING AND SERVICE CALLS FOR BLUE	
SPRINGS, LIBERTY AND BONNER SPRINGS STORES.	
CLIENTS SINCE BEFORE 2001	

# CITY OF GRAIN VALLEY, MISSOURI ELECTRICAL SERVICES (AS NEEDED) RFP SERVICE FEE FORM

Journeyman – Normal Hours	\$ 70.00 HR
Journeyman – Overtime Hours	\$ 88.00 HR
Journeyman – Emergency Call Out	\$ 98.00 HR
Journeyman – Holiday Hours INCLUDES SUNDAY	\$ 110.00 HR
Journeyman Helper – Normal Hours (if applicable)	\$ 53.00 HR
Helper – Overtime Hours (if applicable)	\$ 63.00 <sub>HR</sub>
Helper – Emergency Call out (if applicable)	\$ 68.00 HR
Helper – Holiday Hours (if applicable)	\$ 80.00 HR
List any relevant mark-ups, with details (if applicable)	\$ HR
Other (must define)	\$ HR

Define hours for After Hours/ Overtime work:
OVERTIME BEGINS WHEN WORK IN-PROGRESS EXTENDS BEYOND 3:30 PM WEEKDAYS
EMERGENCY CALLS OCCUR WEEKDAYS IF CALLED IN AFTER 3:30PM OR ALL DAY
SATURDAY

Define your guaranteed response time:
60 MINUTES FOR EMERGENCY CALLS

List any exceptions or assumptions in your pricing:

SCHEDULED WORK ON SATURDAY OR AFTER HOURS DURING THE WEEK WOULD BE OVERTIME RATHER THAN EMERGENCY SINCE IT IS A SCHEDULED PROJECT.

# CITY OF GRAIN VALLEY ELECTRICAL SERVICES (AS NEEDED) RFP

## **EXECUTION OF PROPOSAL FORM**

# The responding contractor certifies the following by checking the following Items:

X That this proposal was signed by an authorized representative of the business.

X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

 $\underline{X}$  That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name A&A ELECTRICAL, INC.	
Authorized Signature	Date_4/21/2020

HAYDN R AMBROSE, PRESIDENT

Printed Name & Title





# Approved by:

Employer				
A&A ELECTRICAL INC				
	<del></del>			
Name (Please Type or Print)	Title			
LESLI K AMBROSE	되면 그렇게 진행 경우 이 그 사람들이 없는데			
Signature	Date			
Electronically Signed	04/15/2020			
Department of Homeland Security – Verificat	ion Division			
Name (Please Type or Print)	Title			
USCIS Verification Division				
Signature	Date			
Electronically Signed	04/15/2020			





Information Required for the E-Verify Program Information relating to your Company:				
Company Facility Address	705 SQUIRE CT GRAIN VALLEY, MO 64029			
Company Alternate Address	705 SQUIRE CT GRAIN VALLEY, MO 64029			
County or Parish	JACKSON			
Employer Identification Number	431746599			
North American Industry Classification Systems Code	238			
Parent Company	NONE			
Number of Employees	5 to 9			
Number of Sites Verified for	1			





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)





# Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name

HAYDN R AMBROSE

Phone Number (816) 847 - 1902

Fax Number **Email Address** 

(816) 847 - 1903 HAYDN@AAELECTRICALINC.COM

Name

LESLI K AMBROSE

Phone Number

(816) 847 - 1902

Fax Number **Email Address** 

(816) 847 - 1903 LESLI@AAELECTRICALINC.COM MIEMIONALLYLEEFERINA

# CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

# **Electrical Service (as needed) Contract**

n agreement made this day of 2020, between A & A Electrical, Inc. an entity organized and existing under the laws of the State of Missouri, with its principal office ocated at 705 Squire Ct., Grain Valley, Missouri, hereafter referred to as the <b>Contractor</b> , and The City of Grain Valley, Missouri, a 4 <sup>th</sup> class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the <b>City</b> .
This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event, there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.
This contract is effective as of, 2020 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.
ARTICLE I: THE WORK
Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2020-03 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2020-03 may commence upon the signing of this contract and scheduling and approval of the City.
ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION
Contractor agrees to perform Electrical services as prescribed in the RFP document. This contract is for services provided in a one year period beginning, 2020 and ending, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel

the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services

under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

#### ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

## ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of the invoice.

Third-party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

## ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

#### ARTICLE VI: DAMAGES

Contractor **will** promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

## **ARTICLE VII: RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely on.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in the performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of the performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on-site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable

federal, state and local laws and regulations as they may change from time to time.

#### ARTICLE VIII: TERMINATION OF AGREEMENT

With Cause - If the Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular, facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

#### ARTICLE IX: WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

#### ARTICLE X: IMMIGRATION COMPLIANCE

The Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially a form acceptable to the City. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

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An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States

citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed.

## **ARTICLE XI: MISCELLANEOUS**

#### A. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from a violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

# B. Exemption from Taxes

The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

# C. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

# D. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

## E. Applicable Laws

All work performed shall be in compliance with all applicable City of Grain Valley codes.

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

# F. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

- 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
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# G. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

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The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

- I. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- J. Independent Contractor. The Parties agree that the Contractor is an independent contractor and nothing herein shall create an employment relationship between the City and the Contractor or any of the Contractor's employees.

The remainder of this page left intentionally blank

# **ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY O	F GRAIN VALLEY, MO.		
Ву:	Ken Murphy, City Administrator		
Attest:	Jamie Logan, City Clerk		
A & A ELECT	RICAL		
Ву:	Δ & Δ Flectrical	_Print	Signature

CITY OF GRAIN VALLEY BOARD OF ALDERMEN AGENDA ITEM			
MEETING DATE	5/27/2020		
BILL NUMBER	R20-34		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SUMMIT GENERAL CONTRACTING, LLC. FOR BUILDING MAINTENANCE (AS NEEDED)		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	Mark Trosen, Director		
FISCAL INFORMATION	Cost as recommended:	Refer to Summit General Contracting response to RFP	
	Budget Line Item:	100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)	
	Balance Available:	\$24,500 for Term and Supply contracts with \$5,000 planned for this contract. FY2020	
	New Appropriation Required:	[] Yes [X] No	
PURPOSE	To approve the contract with Summit General Contracting, LLC. to provide building maintenance services (as needed) on City owned buildings and equipment		

BACKGROUND	Any past agreement with Building Maintenance Contractors has expired and the City went through the RFP process to solicit bids for services	
SPECIAL NOTES	Advertised as RFP no. 2020-05	
ANALYSIS	All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.	
PUBLIC INFORMATION PROCESS	RFP advertised in the Examiner on April 1 <sup>st</sup> , 2020 as well as notification sent to prospective bidders and posted on the City website.	
BOARD OR COMMISSION RECOMMENDATION	None	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid proposal and contract	

#### CITY OF GRAIN VALLEY

#### STATE OF MISSOURI

### *May 27, 2020*RESOLUTION NUMBER *R20-34*

# A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SUMMIT GENERAL CONTRACTING, LLC. FOR BUILDING MAINTENANCE (AS NEEDED)

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

**WHEREAS**, the Board of Aldermen adopted the 2020 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

**WHEREAS,** Summit General Contracting, LLC. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, Summit General Contracting LLC. was selected through an RFP process.

**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 Summit General Contracting, LLC. for building maintenance (as needed).

PASSED and APPROVED, via voice vote, (	) this Day of May, 2020.
Mike Todd	
Mayor	
ATTEST:	
Jamie Logan	

City Clerk

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#### City of Grain Valley

711 Main St Grain Valley, MO 64029 Phone: 816-847-6292

## 2020 REQUEST FOR PROPOSALS FOR BUILDING MAINTENANCE (AS NEEDED) RFP #2020-05

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies MUST BE RECEIVED BY: 3:00 P.M. APRIL 29, 2020

Please mark your submittal "Sealed Proposal -2020 Building Maintenance (as needed)" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

#### Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)	
Summit General Contracting, LLC	Lucas Mathew	VS
Address	Signature	
60 NW 1531st Rd Holden, MO 64040	Owner/ operator	
City/State/Zip	Title	
8165895127	4-28-2020	46-1158133
Telephone # Fax #	Date	Tax ID #
Sgcllc05@gmail.com		
E-mail	Entity Type	

#### **EXHIBIT "A" NON-COLLUSION CERTIFICATION**

STATE OF MISSOURI

CITY/COUNTY OF Jackson
Lucas Mathews
being first duly sworn, deposes and says that he is
Owner/ operator
Title of Person Signing
of Summit General Contracting, LLC
Name of Bidder
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.  Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.
BY. Ruke Morr
. BY
BY
SWORN to before me this $28^{\text{th}}$ day of $2020$ .
MALINDA MCKINNEY Notary Public - Notary Seal State of Missouri Commissioned for Jackson County My Commission Expires: Aug. 1, 2022 12417004  Notary Public
My Commission Expires 8/1/2022

#### CITY OF GRAIN VALLEY, MISSOURI BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP

#### CONTRACTOR QUALIFICATION FORM

Full Legal Business Nam	e: Summit Gene	eral Contracti	ng, LLC		
Address:	CO VIIVI 4E04-1 D-1				
Contact Name & Title: _	Lucas Mathews	Owner/ ope	erator		
Type of Business:: Corporation: Partnership				er, Explain:	
How many years has you	r business operated	without interr	ruption? _	8 years	
How many years has you	r business performe	d commercial	Building	Maintenance Services? 8 y	/ears
Has your business been in bankruptcy, reorganization or receivership in the last five (5) years? If yes, explain:					
Describe the services offe	ered by your busines	ss.			
Carpentry (framing and finish), Drywall install/ repairs, light plumbing, light electrical					
		•			•
Would your business pro	vide us with a dedic	ated technicia	ın when p	oossible, who has a minimun	n of three (3)
years of commercial service experience and/or relevant certification? Explain:					
Yes. I am the qualified to	echinician.				

#### CITY OF GRAIN VALLEY, MISSOURI BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP. CONTRACTORS QUALIFICATION FORM, CONT.

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

Prior to starting my business i was a carpenter in commercial construction. Ive had experience
with commercial doors, windows, metal stud and wood stud framing. I recieved my initial training
through the Carpenters Union Apprenticeship program.
List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.

#### CITY OF GRAIN VALLEY, MISSOURI BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for				
Business Name Royal contracting solutions				
Street Address 305 pine st.				
City State & Zin Pleasant Hill, Mo				
Contact Person Name & Title Austin Watterson-owner				
Phone, fax and email 8165357689				
Describe Scope of Work and approx. dates of service				
Room additions, deck building 2015-2019				
the decomposition				
Business Name Handyman Connection				
Street Address 10000 W 75th St.				
City, State & Zip Merriam KS 66204				
Contact Person Name & Title Alice Lund (owner)				
Phone, fax and email 9133622900				
Describe Scope of Work and approx. dates of service				
Handyman work. doors, windows and light remodel 2015				
Business Name Blue Bronco Real Estate				
Street Address 1308 NE windosor Drive				
City, State & Zip_Lee's Summit, Mo				
Contact Person Name & Title Zach Lund- owner				
Phone, fax and email 8163434098				
Describe Scope of Work and approx. dates of service				
Property management. Light remodels and handyman work	2014-2015			

#### CITY OF GRAIN VALLEY, MISSOURI BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP SERVICE FEE FORM

Contractor – Normal Hours	\$ 65	HR
Contractor – Overtime Hours	\$ 97.5	HR
Contractor – Emergency Call Out	\$ 97.5	HR
Contractor – Holiday Hours	\$ 135	HR
Contractor's Helper – Normal Hours (if applicable)	\$ na	HR
Helper – Overtime Hours (if applicable)	\$ na	HR
Helper – Emergency Call out (if applicable)	\$ na	HR
Helper – Holiday Hours (if applicable)	\$ na	HR
List any relevant mark-ups, with details (if applicable)	\$ na	HR
Other (must define)	\$	HR

Define hours for After Hours/ Overtime work:

Normal hours would include 8am-5pm monday through friday.	Between 5pm and 8am would be
considered overtime.	

Define your guaranteed response time:

Typical response time woul be within 2 hours. Considering I am the only worker, I would have to schedule work to be done in accordance with whatever work I have already scheduled.

List any exceptions or assumptions in your pricing:

all projects

#### CITY OF GRAIN VALLEY BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP

#### **EXECUTION OF PROPOSAL FORM**

#### The responding contractor certifies the following by checking the following Items:

- X\_That this proposal was signed by an authorized representative of the business.
- X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.
- X That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name Summit General Contracting, LLC	
Authorized Signature The Missing Market Market Missing Market Missing Market Market Market Missing Market Market Missing Market Marke	Date 4/28/2020
Lucas Mathews Owner/operator .	
Printed Name & Title	

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#### CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

#### **Building Maintenance (as needed) Contract**

the agreement. In multiple-year contracts the obligation of the City to pay for goods and/or services

under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

#### **ARTICLE III: CONTRACT SUM AND PAYMENT**

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

#### **ARTICLE IV: CONTRACT PAYMENTS**

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of the invoice.

Third-party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

#### ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

#### **ARTICLE VI: DAMAGES**

Contractor **will** promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs. Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

#### **ARTICLE VII: RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other

acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in the performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of the performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on-site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards, and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

#### ARTICLE VIII: TERMINATION OF AGREEMENT

With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

#### **ARTICLE IX: WARRANTY**

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

#### ARTICLE X: IMMIGRATION COMPLIANCE

the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially a form acceptable to the City. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

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- J. Independent Contractor. The Parties agree that the Contractor is an independent contractor and nothing herein shall create an employment relationship between the City and the Contractor or any of the Contractor's employees.

The remainder of this page left intentionally blank

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF C	GRAIN VALLEY, MO.		
Ву:	Ken Murphy, City Administrato	 or	
Attest:	Jamie Logan, City Clerk		
Summit General	Contracting		
By:		Print	Signature
	Summit General Contracting		

# Staff/ Committee Reports

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#### **City of Grain Valley**

#### Planning & Zoning Commission Meeting Minutes Regular Meeting

**3/11/2020**Page 1 of 6

#### ITEM I: CALL TO ORDER

- The Planning & Zoning Commission of the City of Grain Valley, Missouri, met in Regular Session on March 11, 2020 in the Council Chambers of the Grain Valley City Hall.
- The meeting was called to order at 6:31 PM by Chair Debbie Saffell.

#### ITEM II: ROLL CALL

- Present: Justin Tyson
- Present: Paul Loving
- Present: Elijah Greene
- Present: Craig Shelton
- Present: Debbie Saffell
- Present: Kevin Browning
- Present: Scott Shafer
- Present: Bob Headley (BOA Liaison)
- There was a quorum

#### ITEM III: PLEDGE OF ALLEGIANCE

#### ITEM IV: APRROVAL OF MINUTES

• Commissioner Shelton motioned to approve the minutes from the February 12, 2020 regular meeting; the motion was seconded by Commissioner Tyson. The Commission approved the minutes by vote 7-0.

#### ITEM V: CITIZEN PARTICIPATION

None

#### ITEM VI: PUBLIC HEARINGS

#### 1. Craig Rookstool – CR Aerospace, LLC.

 Chair Saffell opened public hearing on a request by a change of zoning from District C-2 (General Business) to District M-1 (Light Industrial) on a 3.1-acre tract of land. The proposed land use is custom manufacturing. The building was

Commissioners Present Craig Shelton Elijah Greene Paul Loving Justin Tyson Debbie Saffell

Kevin Browning Scott Shafer **Commissioners Absent** 

Staff Officials Present
Mark Trosen – CD Director
Dick Tuttle, PE – City Engineer



#### **City of Grain Valley**

#### Planning & Zoning Commission Meeting Minutes Regular Meeting

**3/11/2020** Page 2 of 6

previously occupied by a church. The 3.1-acre tract is generally located north of R.D. Mize Road on the west side of the intersection of Pavilion Drive and Golfview Drive lying in the southwest quarter of the southeast quarter of Section 28, Township 49, Range 30 in Grain Valley, Missouri aka 1206 Pavilion Drive.

- Director Trosen reviewed the Staff Report with the Commission. Staff recommends approval of the change of zoning from District C-2 (General Business) to District M-1 (Light Industrial).
- O Commissioner Greene asked if it was just the one lot being rezoned or spot zoning. Director Trosen responded that the change of zoning to M-1 would be consistent with surrounding zoning and that this is reversing a previous spot zoning that probably accommodated previous uses of the building.
- o Commissioner Loving asked if the applicant owned the property. Mr. Craig Rookstool stated that he owns the property.
- Commissioner Greene asked what kind of manufacturing is this? Mr. Rookstool stated it is 4-pound compressor case assembly for turbine engine for aircraft helicopters. No hazardous waste. It is a locked facility. Mr. Rookstool has a patent on this process.
- Alderman Headley asked if occupying existing building. Mr. Rookstool said yes.
   They will be upgrading the electrical service.
- o No one else was present to speak on this request.
- Commissioner Shelton motioned to close the public hearing. Commissioner Shafer second the motion. The Commission approved motion by vote of 7 to 0.

#### 2. Missouri Made Marijuana, LLC.

- Chair Saffell opened public hearing on a request for a Conditional Use Permit for a Medical Marijuana Cultivation Facility on approximately 6 acres. The property is zoned District M-1 (Light Industrial). The 6 acres is generally located at the east end of South Outer Belt Road on the south side of Interstate 70 lying in the northwest corner of the northeast quarter of Section 35, Township 49, Range 30 in the City of Grain Valley, Missouri.
- Director Trosen reviewed the Staff Report with the Commission. Staff recommends approval of the Conditional Use Permit to operate a Medical Marijuana Cultivation Facility on the described site subject to the following conditions:

Commissioners Present Craig Shelton Elijah Greene Paul Loving Justin Tyson

Debbie Saffell Kevin Browning Scott Shafer Commissioners Absent

Staff Officials Present
Mark Trosen – CD Director
Dick Tuttle, PE – City Engineer



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- The Conditional Use Permit is issued only to Missouri Made Marijuana LLC at the approved site and shall not run with the land.
- 2. If Missouri Made Marijuana LLC's State-issued license is not renewed or is revoked for any reason, then the Conditional Use Permit shall terminate immediately without any additional
- 3. Missouri Made Marijuana LLC shall provide a copy of their State license, issued by the Missouri Department of Health and Senior Services, to the Planning and Zoning Commission annually to confirm their continuing licensed status with the State of Missouri.
- The perimeter fence for the facility shall be no taller than 8 feet and shall be a wrought iron spike type fence or other similar material.
- 5. The site plans and landscape plan need to be amended to show the same landscaping materials on the north side of property (swamp white oak and sea green juniper) and pattern will be planted along the frontage on the new public street.
- Steven Lucas with Rouse Frets law firm introduced himself, Mr. Randy Black and the rest of the team. He requested that the Planning and Zoning Commission recommend approval subject to Staff conditions.
- Chair Saffell asked about the fence. Trosen responded that the plan illustrates a 9foot fence and the ordinance only allows an 8-foot fence. The plan describes a chain link with barb wire on top and Staff is recommending that the fence be 8 feet and shall be a wrought iron spike type fence or similar material as depicted in picture.
- Commissioner Shafer asked how many employees? Mr. Lucas stated that the maximum number of employees on a shift would be 15 and they plan to have three
- Commissioner Greene asked how much water consumption will the business have at full build-out? Do you have any idea how much water costs in this city? Mr. Lucas stated that they do not have that information. Commissioner Greene stated that it is three times higher than Independence. Mr. Randy Black stated they are aware of water costs and have calculated into business plan.
- Commissioner Greene asked why this facility is not being built in the county. Mr. Black stated that the application process is difficult, and they want to ensure they

**Commissioners Absent** 

**Commissioners Present** 

**Staff Officials Present** 

Craig Shelton Elijah Greene Paul Loving Justin Tyson

Debbie Saffell

**Kevin Browning** 

Scott Shafer

Mark Trosen – CD Director Dick Tuttle, PE – City Engineer



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select a site where they can fit in and comply. Over 2800 people applied and only 69 were selected.

- Commissioner Shafer asked about traffic. Mr. Black responded that with 15 employees you won't even know we are there. Mr. Black stated they will start out small and cultivate around 600 pounds a month in the first building. Mr. Lucas stated that this facility is not open to public and only employees will come to the facility.
- Commissioner Loving asked if this is a hydroponic gardening process. Mr. Black responded yes. Mr. Black said they cut off a stem piece. They put it into a cube. It is measured and tagged and reported to state.
- Commissioner Loving asked if Mr. Black owned other facilities in the country. Mr. Black responded that he did in Nevada and been in business for over 6 years. Mr. Black said that it has taken 6 years and \$3 million investment.
- o Mr. Black talked about the security of the facility and that it is based on an artificial intelligence system that will detect cameras throughout interior and exterior facility. Employees will be double carded with a thumb print detection. Cameras are on 24 hours a day. They will also have security on site.
- o Commissioner Tyson asked about the transportation of product. Mr. Black said that it will be transported in an unmarked van and tracked via GPS by them and the state.
- o Alderman Headley asked how big are the other facilities you own? Mr. Black said that one of his facilities in Las Vegas is exactly like the one being proposed here.
- o Chair Saffell asked if there will be gas on-site like oxygen or nitrogen? Mr. Black responded that there will be CO2, but at a limited level.
- Chair Saffell said that she was sure that the applicant met with Central Jackson County Fire Protection District but asked that in case of an emergency inside the building, can fire department access the facility. Mr. Black responded yes.
- o Mr. Loving asked if inventory control system is computerized. Mr. Black said that the state tracks the plants throughout the process by a tag.
- o Mr. Browning asked if this site was in a floodplain. Mr. Black responded yes. Director Trosen explained that part of the site is in the floodway fringe which would require a building's lowest floor to be one foot above the determined base flood elevation. At the time of building, the applicant will need to provide a certified elevation certificate at pre-construction and post development. The proposed development is not in the floodway.

**Commissioners Present** 

Craig Shelton Elijah Greene

Paul Loving

Justin Tyson Debbie Saffell

Kevin Browning

Scott Shafer

Commissioners Absent

**Staff Officials Present** 

Mark Trosen – CD Director Dick Tuttle, PE – City Engineer



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Commissioner Shafer asked when they plan to open? Mr. Black stated that once they have all approvals from City, they will begin construction immediately. Mr. Lucas stated that with state license they need to be operating within one year.

- O Commissioner Shafer asked how this will impact the city's tax revenue. Director Trosen responded that the city will receive real estate property taxes and business tax on contents.
- Alderman Headley asked about processing the waste. Mr. Black said that most waste is sent out. Composting would occur near the trash container within the secured area for the facility.
- o Mr. Black said there is a 200-foot easement on property for a 20-inch-high pressured gas line.
- o Mr. Loving asked if any soil testing was done on site. Mr. Black said not yet but feels if there is an issue, then soil would be remediated and mitigated.
- o Chair Saffell asked if anyone in the audience would like to speak on the request.
- Commissioner Greene asked what type of signage. Mr. Black said they will have no signage.
- Mr. Dan Nelson is a resident of city for nearly 40 years. He stated that he is a
  potential dispensary for Lake Lotawana and Blue Springs area and is here to support
  application.
- o Commissioner Shelton motioned to close the public hearing. Commissioner Shafer second the motion. The Commission approved motion by vote of 7 to 0.

#### ITEM VII: ACTION ITEMS

- 1. <u>Craig Rookstool CR Aerospace, LLC.</u> Requesting a change of zoning from District C-2 (General Business) to District M-1 (Light Industrial) on a 3.1-acre tract of land as described above. Commissioner Shelton motioned to approve the request for rezoning from District C-2 to District M-1. Commissioner Shafer second the motion. The Commission approved motion by a vote of 7 to 0.
- 2. <u>Missouri Made Marijuana, LLC.</u> Requesting a Conditional Use Permit for a Medical Marijuana Cultivation Facility on approximately 6 acres as described above. Commissioner Tyson motioned to grant the Conditional Use Permit to MMM, LLC subject

**Commissioners Present** Craig Shelton

Elijah Greene

Paul Loving

Justin Tyson

Debbie Saffell Kevin Browning

Scott Shafer

**Commissioners Absent** 

**Staff Officials Present** 

Mark Trosen – CD Director Dick Tuttle, PE – City Engineer



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to conditions as written in the Staff Report. Commissioner Shafer second the motion. The Commission approved motion by a vote of 7 to 0.

#### ITEM VIII: PREVIOUS BUSINESS

• Election of Officers – After several minutes of discussion, Commissioner Shafer motioned that the Officers remain the same as last year; Debbie Saffell as Chairperson, Craig Shelton as Vice Chairperson and Kevin Browning as Secretary. Commissioner Tyson second the motion. The Commission approved motion by a vote of 7 to 0.

#### ITEM IX: NEW BUSINESS

• Director Trosen passed out the 2019 Year in Review of the business conducted by the Planning and Zoning Commission.

#### ITEM X: ADJOURNMENT

• Commissioner Shafer motioned to adjourn the meeting. Commissioner Tyson second the motion. The Commission approved the motion by a vote of 7 to 0.

-The Regular Meeting Adjourned at 7:31 PM-

Commissioners Present
Craig Shelton
Elijah Greene
Paul Loving
Justin Tyson
Debbie Saffell

Kevin Browning Scott Shafer