

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

**FEBRUARY 8, 2021**

**7:00 P.M.**

**OPEN TO THE PUBLIC VIA DIAL IN CONFERENCE CALL LINE  
DIAL IN (312) 626-6799 | MEETING ID 897 4972 8324 | ACCESS CODE 625840**

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**ITEM I: CALL TO ORDER**

- Mayor Chuck Johnston

**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**

- January 25, 2021 – Board of Aldermen Regular Meeting Minutes
- February 2, 2021 – Board of Aldermen Workshop Minutes
- February 8, 2021 – Accounts Payable
- February 8, 2021 – Police Destruction Certificate

**ITEM VI: PREVIOUS BUSINESS**

- None

**ITEM VII: NEW BUSINESS**

- None

**ITEM VIII: PRESENTATIONS**

- None

**ITEM IX: PUBLIC HEARING**

- Vehicle Tow Yard Conditional Use Permit
- Amend Eagle Convenient Storage Conditional Use Permit



**ITEM X: RESOLUTIONS**

**ITEM X (A)**  
R21-09  
*Introduced by Alderman Rick Knox*  
**A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Extension Agreement with Lamp Rynearson, Inc., to Extend the Term of the On-Call Professional Services Agreement for Engineering Services**

To provide On-Call professional engineering and consulting services for projects as required

**ITEM X (B)**  
R21-10  
*Introduced by Alderman Jayci Stratton*  
**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing an Application for Grant Funding Through the Land & Water Conservation Fund for an All-Inclusive Playground in Armstrong Park**

To seek alternative sources of funding to fund park and recreation services for the community

**ITEM X (C)**  
R21-11  
*Introduced by Alderman Nancy Totton*  
**A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Two New Patrol Cars and Equipment for Two New Patrol Cars**

To provide safe and reliable transportation to serve the community

**ITEM X (D)**  
R21-12  
*Introduced by Alderman Shea Bass*  
**A Resolution by the Board of Aldermen Authorizing the City Administrator to Enter into an Agreement with Jackson County, Missouri for an Addendum to the Distribution Agreement of Coronavirus Relief Funds**

To extend the deadline for coronavirus relief fund expenditures

**ITEM X (E)**  
R21-13  
*Introduced by Alderman Tom Cleaver*  
**A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Appointing Mike Switzer to the Grain Valley Park Board for a Three-Year Term**

To maintain the 9 seats on the Grain Valley Park Board per state statute

**ITEM XI: ORDINANCES**

**ITEM XI(A)**  
B21-01  
2<sup>ND</sup> READ  
*Introduced by Alderman Nancy Totton*  
**An Ordinance Approving a Petition to Establish the Grain Valley Mercado Community Improvement District**

To establish the Grain Valley Mercado Community Improvement District (CID)

**ITEM XI(B)**  
B21-02  
1<sup>ST</sup> READ  
*Introduced by Alderman Shea Bass*  
**An Ordinance Approving a Conditional Use Permit for a Vehicle Tow Yard**

The applicant is requesting a conditional use permit to operate a vehicle tow impound yard on approximately 1.4 acres.



**ITEM XI(C)**  
B21-03  
1<sup>ST</sup> READ

*Introduced by  
Alderman Tom  
Cleaver*

**An Ordinance Amending the Conditional Use Permit Approved in Ordinance 2448 for the Eagle Convenient Storage, LLC**

To amend the approved conditional use permit in Ordinance 2448 for Eagle Convenient Storage to change the exterior building materials, roof pitch and roof color on unit storage buildings in phase 2.

**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 Rick Knox
- Alderman Jayci Stratton
- Alderman Nancy Totton

**ITEM XV: MAYOR REPORT**

- Mayor Chuck Johnston

**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 WORKSHOP MEETING ON FEBRUARY 22, 2021 AT 7:00 P.M. THE MEETING WILL BE IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL.

PERSONS REQUIRING AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE CITY CLERK AT 816.847.6211 AT LEAST 48 HOURS BEFORE THE MEETING  
THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS  
UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING  
816.847.6211





*Consent*

*Agenda*

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

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**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on January 25, 2021 at 7:00 p.m. via video conference of the elected officials as a result of the COVID-19 pandemic
- The meeting was called to order by Mayor Johnston

**ITEM II: ROLL CALL**

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

**-QUORUM PRESENT-**

**ITEM III: APPROVAL OF AGENDA**

- No Changes

**ITEM IV: PROCLAMATIONS**

- None

**ITEM V: CONSENT AGENDA**

- January 11, 2021 – Board of Aldermen Regular Meeting Minutes
- January 25, 2021 – Accounts Payable
- January 25, 2021 – City Clerk/Human Resources Destruction Certificate
- January 25, 2021 – Court Destruction Certificate
- January 25, 2021 – Finance Destruction Certificate
- January 25, 2021 – Water Department Destruction Certificate
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Totton*
  - No Discussion
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-MOTION APPROVED: 6-0-**

**ITEM VI: PREVIOUS BUSINESS**

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief James Beale  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Clerk Jamie Logan  
City Attorney Joe Lauber



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
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- None

**ITEM VII: NEW BUSINESS**

- None

**ITEM VIII: PRESENTATIONS**

- None

**ITEM IX: PUBLIC HEARING**

*-Mayor Johnston Opened the Public Hearing for the **Grain Valley Mercado CID** - at 7:01 p.m.-*

- *City Attorney Joe Lauber; 250 NE Tudor Rd, Lee’s Summit, MO, provided a review of the proposed establishment of Mercado CID; A petition was filed December 9, 2020, the City remains the developer of project 3 of the TIF; this will have a three part agreement; The statute required notices were mailed and published; the Developer in this case is STAR Acquisitions, Inc. and have brought other businesses including Price Chopper to Grain Valley; the proposed name of the development is the Grain Valley Mercado Community Improvement District; District Governance will be governed by a Board of Directors with 5 members- one of which would be a City Representative; They are requesting a Sales Tax as the funding mechanism, if approved by the Board of Aldermen, the sales tax will be put to an election at a later date of the property owners; A CID can use blight powers – the blight determination was made in 2010; the proposed costs & anticipated revenue of the CID/plan were discussed as well as more detailed CID improvement costs; The next steps if this ordinance is adopted by the Board of Aldermen were shared*
- *Alderman Stratton asked if the 1% - \$83,000 figure was over the five-year period or per year; this is the amount over the five-year period*
- *Mr. Curt Peterson with STAR Acquisitions; 900 W 48<sup>th</sup> Place, Kansas City, MO; Mr. Peterson shared how this 12 acres of land could be developed; there would be some barrier costs to this area and one of those is a requirement MODOT is imposing in this area; Mr. Petersen was pleased to work with this group again and are hoping to bring new businesses that will generate sales tax to Grain Valley*
- *Alderman Cleaver inquired what “industrial” might mean in this area; Mr. Peterson shared he thought potentially it could be warehouse distribution and not true industrial*

*-Mayor Johnston opened the floor to citizens for comment at 7:28 pm:-*

- No Comments

*-Mayor Johnston Closed the Public Hearing for the **Grain Valley Mercado CID** - at 7:29 p.m.-*

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Jayci Stratton  
 Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Finance Director Steven Craig  
 Parks and Recreation Director Shannon Davies  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN MEETING MINUTES**  
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**ITEM X: RESOLUTIONS**

**Resolution No. R21-08:** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with Midwest Pool Management for the Management of the Grain Valley Aquatic Center for 2021, 2022, and 2023 Seasons

- *Alderman Knox moved to approve Resolution No. R21-08*
- *The Motion was Seconded by Alderman Stratton*
  - *Mr. Davies shared the City has utilized Midwest Pool Management for several years; The city did go out for bid again on this; Midwest Pool Management has been professional in the past, includes lifeguards and management of the lifeguards, all chemicals, un-winterization and winterization, etc; the City Staff runs swim lesson programming, concession stand, private pool bookings, water aerobics*
- *Resolution No. R21-08 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-Resolution No. R21-08 Approved: 6-0-**

**ITEM XI: ORDINANCES**

**Bill No. B21-01:** An Ordinance Approving a Petition to Establish the Grain Valley Mercado Community Improvement District

- *Alderman Totton moved to make the first reading by title only of Bill No. B21-01*
- *The Motion was Seconded by Alderman Headley*
  - *This is the ordinance that was just discussed during the Public Hearing; Mr. Lauber offered to answer any questions or share his screen again*
  - *Mayor Johnston asked if lighting changes in that intersection were included; Mr. Lauber shared there are three components to this process- the Transportation Development District (TDD) and that is most likely where this will come up as those are very stringent on what can be paid for out of a TDD*
- *Motion to make the first reading of Bill No. B21-01 by title only was voted on by voice*

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief James Beale  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Clerk Jamie Logan  
City Attorney Joe Lauber



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vote:

- Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
- Nay: None
- Abstain: None

**-Motion Approved 6-0-**

*Bill No. B21-01 was read by City Attorney Joe Lauber for the first reading*

- Alderman Totton moved to accept the first reading of Bill Number B21-01; and make a second reading by title only at the next regular session
- The Motion was Seconded by Alderman Headley
  - No Discussion
- Motion to make the second reading of **Bill No. B21-01** by title only at the next regularly scheduled meeting was voted on my voice vote:
  - Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton
  - Nay: None
  - Abstain: None

**-Motion Approved 6-0-**

**ITEM XII: CITY ATTORNEY REPORT**

- None

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

- City Administrator Ken Murphy
  - February 2, 2021 at 6:00 there will be a Board of Aldermen workshop
- Deputy City Administrator Theresa Osenbaugh
  - The City of Grain Valley app has gone live; Look for the City of Grain Valley when downloading from the app store; it will be pushed to the public soon with features such as with a push of a button concerns can be reported, call by a push of a button, emergency situations/water main breaks can be messaged to subscribers in certain areas
- Chief James Beale
  - Two additional officers were sworn in today; February 8 the police clerk position will be filled
- Finance Director Steven Craig
  - Hired a new part-time cashier last week; all 1099s and W2s were processed for all

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief James Beale  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Clerk Jamie Logan  
City Attorney Joe Lauber



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employees and elected officials

- Parks & Recreation Director Shannon Davies
  - Opening registration for Spring baseball and softball; they were able to get a fall season in
- Community Development Director Mark Trosen
  - N/A
- City Clerk Jamie Logan
  - The candidates for the upcoming municipal election 4/6/2021, were certified at the Jackson County Election Board as follows:  
Ward I: Dale Arnold and Tom Cleaver  
Ward II: Darren Mills and Nancy Totton  
Ward III: Kristen Rising and Shea Bass

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

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - He appreciated everyone working with the developer on the CID to continue to bring business to town
- Alderman Rick Knox
  - Congratulated Chief Beale on the hiring of the new officers
- Alderman Jayci Stratton
  - Requested clarification on the date for the workshop- 6:00 on Tuesday February 2
- Alderman Nancy Totton
  - None

**ITEM XV: MAYOR REPORT**

- Mayor Chuck Johnston
  - Thanked the Public Works crews for their work during the recent snow events

**ITEM XVI: EXECUTIVE SESSION**

- Mr. Murphy stated an executive session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended, Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief James Beale  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Clerk Jamie Logan  
City Attorney Joe Lauber



**CITY OF GRAIN VALLEY**  
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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, and 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

- *Alderman Headley moved to close the Regular Meeting for items related Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended, Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), 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, and 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*
- *The motion was seconded by Alderman Knox*
  - No Discussion
- *The motion was voted on with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Stratton, Totton*
  - *Nay: None*
  - *Abstain: None*

**-MOTION CARRIED: 6-0-**

**-THE REGULAR MEETING CLOSED AT 7:46 PM-**

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

**-MOTION CARRIED: 6-0-**

**-THE REGULAR MEETING OPENED AT 8:50 PM-**

**ITEM XX: ADJOURNMENT**

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Jayci Stratton  
 Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Finance Director Steven Craig  
 Parks and Recreation Director Shannon Davies  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber





**CITY OF GRAIN VALLEY**  
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- The meeting adjourned at 8:50 P.M.

Minutes submitted by:

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

\_\_\_\_\_  
 Date

Minutes approved by:

\_\_\_\_\_  
 Chuck Johnston  
 Mayor

\_\_\_\_\_  
 Date

**DRAFT**

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Jayci Stratton  
 Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 Chief James Beale  
 Finance Director Steven Craig  
 Parks and Recreation Director Shannon Davies  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber

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

**02/02/2021**  
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**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met for a Workshop Session on February 2, 2021 at 5:59 p.m. in the Council Chambers of Grain Valley City Hall, 711 Main Street, Grain Valley, Missouri
- The meeting was called to order by Mayor Johnston

**ITEM II: ROLL CALL**

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

**-QUORUM PRESENT-**

**ITEM III: PRESENTATION**

- Ryan Murray from ETC Institute presented via Zoom Video Conference; He stated ETC works with local governments to conduct market research; The City of Grain Valley hired ETC to research the failed June 2020 ballot questions; the survey's goal was 250 people for a sample size of verified registered voters and they exceeded the minimum responses with 450 surveys which brought the margin of error down to 4%; Mr. Murray went through a high level overview of the survey results; the survey results confirmed voters understood what they were voting on and confirmed they were registered voters; Mr. Murray reviewed detailed reasons for the "yes" and "no" votes; Mr. Murray shared it didn't appear there wasn't much that was going to sway those that had voted no for a project like this and the reasoning was largely due to costs and potential tax implications; the residents are still divided on what they believe should happen with the current municipal complex and this is the only area on the survey that tends to have any sort of consensus from the two voting groups

**ITEM IV: DISCUSSION**

- Mayor Johnston shared that the agenda order of discussion topics needed to be changed slightly to address the Nichols building first

**Nichols Building**

- Pastor Wayne Geiger introduced himself to the Board & shared a brief history of the church's interest past (2018 when it was for sale last) and present in purchasing the Nichols building; He shared he had discussions with Mr. Nichols in the past about their mutual

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
City Clerk Jamie Logan



desire for the church to use the building; The church had thought they had acquired the building in 2018, but learned the City put an offer in as well so the church backed out; the Church is still very interested in this property if it were to be put up for sale and they are a growing church in spite of COVID; they like their location in the downtown of Grain Valley and have a vision to make it a youth building; they would have plans to keep the Grain Valley Assistance Council in the building; They would look to restore and beautify the building as well as expansion if it is possible to purchase it

- Alderman Totton asked if this would be a storm refuge; Pastor Geiger shared community is important; however, they are not part of an organized storm plan at this point; they are able and willing if that became part of a plan
- Mayor Johnston asked about the current establishments in their proximity that sell liquor - Iron Kettle’s Facility and El Tequilazo and asked if the church would have an issue with signing something to allow them to stay there and potentially future establishments that might occupy those spaces if they were to close and want to sell alcohol
- Alderman Headley asked if he understands the event space might be hosting events again at some point; Pastor Geiger wants to be a good and responsible community partner
- Alderman Knox shared concerns about the Church having the whole side of Main Street tied up if they do not allow future establishments that sell liquor; Mayor Johnston shared he doesn’t have all the information and would need to research some unknowns surrounding this and if anything could be done to prevent that from happening; Alderman Totton said they should include Mr. Henson on discussions about a storm shelter

**Facility Needs**

- Mr. Murphy stated the previous facility plan proposed would not go forward; With the survey results the next steps is for the Board to decide how to move forward as there are still City Facility needs that need to be addressed sooner than later
- Alderman Cleaver asked if land was available for a police station; Mr. Murphy has researched some available property; Asked if an option could be for the Police Station to relocate to the current Community Center building
- Mayor Johnston said there is room here at the existing City Hall to make this area work and build a facility here or use what we currently own; he stated this is what he’d like to see pursued
- Alderman Totton asked what the Nichols building would be used for; Mr. Murphy confirmed there is no current plan
- Alderman Knox stated he thinks Nichols building could house some of our current City Hall Staff in the interim or certain departments and it could be a short-term solution
- Alderman Cleaver asked if the ball diamonds off (by Armstrong park) were removed- would it be possible to have a new Police Station and Community Center built there; Mr.

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Jayci Stratton  
 Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN WORKSHOP MINUTES**  
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Murphy confirmed a community center would have a large price tag especially if an indoor pool is considered

- Alderman Headley asked if the land by Butterfly Trail could add soccer/football fields; Mr. Murphy shared the challenge with the shape of the land
- Alderman Headley asked if the current was expanded backwards, double the size/improve the pool and build a new police station; Mr. Murphy shared indoor pools are much more costly
- Alderman Cleaver asked where in the city would all this take place & what stated the priorities should be determined first
- Alderman Stratton would still like to keep the current City Hall property available for future businesses and feels it could draw more income for the city; She worries future boards would wonder why the current board made the decisions they did if all future possibilities were not considered
- Alderman Knox would like a new police facility on the current ball fields on James Rollo and ask for a new sports complex elsewhere
- Alderman Stratton would like to keep the City Hall and Police Station together to avoid having to duplicate certain pieces and would like it to stay this way for a service standpoint or keep them close by one another; Alderman Knox stated the Chief of Police would like them separated
- Alderman Knox said stated he feels the first need is to build a police station
- Alderman Stratton asked if another construction company could be explored; Mr. Murphy shared we can always go out to bid and shared cheap construction is not always great- this building was built with cheaper options and we are dealing with not being able to keep water out of this building still and getting ready to dig up the side of the building again as a result
- Mayor Johnston is not satisfied with the cost spent on the prior builders selected for the proposed campus project in relation to what was produced from the cost spent; Mr. Knox shared in his past experience construction costs are surprisingly very high; Alderman Cleaver shared these costs will not go down in the future and cautioned against a quick fix
- Alderman Headley confirmed there was a city property inventory of property owned; Mr. Murphy confirmed the list is not extensive and not many buildable properties
- Mayor Johnston does not understand why the current facility is not sufficient; one example is the current facility is still taking on water and it is not built well
- Alderman Stratton asked if the City Hall/Police Station could go to the Farms property and sell and let someone develop the current city hall building property and renovate the community center later; Mayor Johnston said the city was against it and Mayor stated the voters are not interested in going to the South property

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN WORKSHOP MINUTES**  
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- Alderman Totton said citizens she talks with have shared with her they feel the Police Department is generally left off the ballot
- Citizen Dale Arnold at 31603 E Ryan Rd, shared the public was concerned about the cost of building a complex at the proposed campus site and that what he has heard, they would be supportive of a community center down at that location with trails and their own fitness center, etc. as the money spent would be on the Grain Valley citizens; shared police and city hall together is unusual compared to surrounding cities; he feels the Community Center could work for a police station facility; Shared he heard many say they didn't like walking away from the current City Hall space without a plan of what is going to happen to the land/structure left behind; Alderman Stratton shared the differences between how Blue Springs handled their City Hall/Police Department renovations/expansions is they are located in Downtown Blue Springs and we are located along interstate frontage; Mr. Arnold shared he felt that doing chunks at a time like the schools do might be supported instead of doing all at once
- Alderman Stratton asked if the City were to build a community center without a gym (fitness center) could the city handle that; Mr. Murphy stated the city needs to find their niche and what would the citizens support and potentially looking at only a gymnasium, meeting rooms, and remove the fitness equipment to not compete with other businesses
- There was discussion on what uses a meeting space could be utilized for; there are not a lot of options in town for spaces to host meetings or family gatherings/celebrations and this could help keep these types of things in the city
- Mayor Johnston doesn't feel the city's taxpayers should pay for meeting rooms that they will not use and should see what percent of the city would utilize these meeting rooms; there are many ways to look at community centers either fitness focused or a different mindset
- Alderman Totton asked for the seniors when the senior luncheons will resume; It is a COVID county thing and not a city space issue that is stopping the luncheons
- The documents from the prior workshop over the summer of 2020, stated the amount of space that would be necessary for each of the facilities and various departments as well as how each department uses space differently and not all can be the same
- Mayor Johnston asked what the priorities should be: Police Station, City Hall, and then Community Center? He feels it could be here at the current facility or if there are other spaces large enough away from residential; Alderman Stratton asked a police officer that was helping to monitor the meeting/doors what she thought; Officer Hutchens would like the police station to stay in the center of the city with the growth of the city or moving a new facility where the current ball fields (James Rollo); Alderman Bass shared the services of the community center would be lost if the PD was to move and renovate the current community center for their use and that would need to be addressed

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**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
City Clerk Jamie Logan





**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN WORKSHOP MINUTES**  
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- If the ball fields are taken away, the question would be where they would relocate to and a challenge is we already needed more fields before potentially taking those away
- Alderman Stratton asked if ball fields could be moved to the South acreage part of town; Mr. Murphy shared based on past experience at Monkey Mountain, a lot goes into the development of ball fields and the piece of land discussed could have some issues to take into consideration
- Mr. Murphy restated back to the board to confirm their suggested plan: a police station would be the first priority and a parks inventory internally could take place as to what space is needed and what we have; Mr. Murphy said they can work to get together what could occur with a PD the size they need and what options are available
- Alderman Headley stated a public safety tax could be used to help fund a police station and plans need to be clear that support is needed all along the way and the police station is the first domino
- Mayor Johnston shared his thoughts regarding how information was shared at the prior project meetings and said he wanted real time discussion instead of going to a website with all generic answers; Alderman Stratton shared part of the reasoning behind that format utilized was to help with time constraints at those meetings and it was to avoid potential arguing matches
- Alderman Headley shared we will be going back to voters and if they only approve a piece of the puzzle and not another we could be back in the same place
- Alderman Cleaver stated the cost will come way down with things being spread out more; Alderman Stratton shared the community is used to doing things in phases
- Alderman Knox thinks a police station would go favorably with the public since it is a specific need
- Mr. Murphy stated the City rarely goes out to the public and the school and fire department go for the bonding capacity they have which is in part why they do in pieces
- Alderman Cleaver asked if there was space to build a city hall in this area as well as a new police station
- Mayor Johnston thinks the current facility can be used several more years and doesn't think it needs replaced and just renovated; he wants the focus on the Police Station; the Community Center would be next then the City Hall would be last
- Mr. Murphy stated cost and ideas for the Police Station should happen first then move on to the next steps
- Alderman Bass stated it would be maintenance versus a renovation for the City Hall for now; he didn't feel if the Police Station was built now and then a few years down the road try again for a Community Center

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**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
City Clerk Jamie Logan



**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN WORKSHOP MINUTES**  
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- Mayor Johnston stated showing the citizens needs instead of wishes is more favorable and he would like to see the options for the police station; Mr. Murphy and staff will work on this piece and then work to get an agreement with someone to lay it out

**Meeting Format**

- Mayor Johnston stated he is not satisfied with the current meeting script; he stated the current process suggested by our legal counsel; Legal would like an introduction to an ordinance and if someone doesn't want it, it won't go for the first vote; Mayor said he doesn't recall a time in the past where an ordinance was brought up once and didn't get a second; Mayor stated Oak Grove and Blue Springs does not operate the same as Grain Valley; He stated our legal counsel recommends the current process, but it is up to the Board on how to proceed; Legal feels the current is the safest and most complete way to do this; Mayor would like the introduction eliminated and feels the current way is redundant
- Mayor Johnston stated the state statute states an ordinance needs to be brought up for 2 reads, but an introduction is not necessary; the Board would decide whether or not to hear a bill; if no motion, then the bill would die-then first read and next meeting would be the second read; Mayor Johnston stated in the past, the board didn't have to decide whether or not to hear a bill- it would be heard and then voted upon and stated this is how it was done forever before the current legal counsel changed it; Mr. Murphy shared it is an attorney opinion to introduce it
- Mr. Cleaver asked why it changed initially; it was at the attorney's advice
- Mayor wants it to go back to the way it always was
- The whole board was asked individually if they would like to change or keep it the same as it is now; all were indifferent and were okay with any procedure so long as it is legal; Mayor stated it will change back to the way it always was and should be changed

**ITEM V: ADJOURNMENT**

- The meeting adjourned at 7:57 P.M.

Minutes submitted by:

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

\_\_\_\_\_  
 Date

**ELECTED OFFICIALS PRESENT**  
 Mayor Chuck Johnston  
 Alderman Shea Bass  
 Alderman Tom Cleaver  
 Alderman Bob Headley  
 Alderman Rick Knox  
 Alderman Jayci Stratton  
 Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**  
 City Administrator Ken Murphy  
 Deputy City Administrator Theresa Osenbaugh  
 City Clerk Jamie Logan





**CITY OF GRAIN VALLEY**  
**BOARD OF ALDERMEN WORKSHOP MINUTES**  
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Minutes approved by:

\_\_\_\_\_  
Chuck Johnston  
*Mayor*

\_\_\_\_\_  
Date

**DRAFT**

**ELECTED OFFICIALS PRESENT**

Mayor Chuck Johnston  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Bob Headley  
Alderman Rick Knox  
Alderman Jayci Stratton  
Alderman Nancy Totton

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
City Clerk Jamie Logan

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	47.06
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	228.00
			MISSOURI WITHHOLDING	2,264.88
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	21.00
			EMPLOYEE DEDUCTIONS	273.00
		HAMPEL OIL INC	CJC FUEL	275.56
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	24.96
		AFLAC	AFLAC PRETAX	280.99
			AFLAC-W2 DD PRETAX	200.23
		MIDWEST PUBLIC RISK	DENTAL	162.14
			OPEN ACCESS	476.00
			OPEN ACCESS	212.52
			HSA	365.05
			HSA	1,508.55
			HSA	20.85
			VISION	16.00
			VISION	4.00
			VISION	31.20
			VISION	115.50
		HSA BANK	VISION	14.34
			HSA - GRAIN VALLEY, MO	50.00
		HSA - GRAIN VALLEY, MO	HSA - GRAIN VALLEY, MO	269.38
			HSA - GRAIN VALLEY, MO	433.85
			FEB 2021 DISABILITY	214.72
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FLEX - DEPENDENT CARE	213.70
		CITY OF GRAIN VALLEY -FLEX	ICMA 457 %	596.68
			ICMA 457	285.26
		ICMA RC	ICMA ROTH IRA	53.79
			INTERNAL REVENUE SERVICE	FEDERAL WH
		INTERNAL REVENUE SERVICE	FEDERAL WH	6,431.61
			SOCIAL SECURITY	299.85
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	4,281.93
MEDICARE	70.13			
INTERNAL REVENUE SERVICE	MEDICARE	<u>1,001.39</u>		
	TOTAL:	21,725.31		
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	180.50
		WAGeworks	JAN 2021 MONTHLY FEES	63.50
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	246.35
		HSA	324.02	
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	16.58
		CONCENTRA MEDICAL CENTERS	SCREENING: THROWER	175.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	113.47
			MEDICARE	<u>26.53</u>
		TOTAL:	1,292.85	
		INFORMATION TECH	GENERAL FUND	NETSTANDARD INC
CDW GOVERNMENT	DELL NETSHELTER RACK			1,225.00
VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/			<u>120.03</u>
TOTAL:	2,105.03			
BLDG & GRDS	GENERAL FUND	EVERGY	513 GREGG	46.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			600 BUCKNER TARSNEY RD	15.34
			596 BUCKNER TARSNEY	14.23
			CAPPELL & FRONT, PH, PUBLI	10.97
			618 JAMES ROLLO CT	112.01
			1608 NW WOODBURY DR	33.52
			6100 S BUCKNER TARSNEY	11.47
			618 JAMES ROLLO CT	23.37
			711 MMAIN ST CITY HALL	824.36
			620 JAMES ROLLO CT	103.64
			517 GREGG	89.41
			1805 NW WILLOW DR	33.34
		COMCAST	CITY HALL AND PD VOICE EDG	<u>581.67</u>
			TOTAL:	1,899.61
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	350.42
		SAMS CLUB/GECRB	KITCHEN SUPPLIES	141.74
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	15.00
		MIDWEST PUBLIC RISK	DENTAL	23.86
			HSA	396.21
		HSA BANK	HSA - GRAIN VALLEY, MO	61.89
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	30.55
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	239.18
			MEDICARE	<u>55.94</u>
			TOTAL:	1,314.79
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
			MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	263.86
		PROFORMA PROMOTIONALLY YOURS	2000) AP CHECKS	247.53
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	149.50
			HSA	324.03
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	24.23
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	168.10
			MEDICARE	<u>39.32</u>
			TOTAL:	1,351.97
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	170.21
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	12.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.92
			HSA	299.00
			HSA	17.10
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	2.64
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	15.23
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	175.24
			MEDICARE	<u>40.98</u>
			TOTAL:	826.32
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	146.30
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	648.05
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	13.43
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	40.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	136.61
			MEDICARE	<u>31.95</u>
			TOTAL:	1,163.91
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	81.62
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	6.00
		OREILLY AUTOMOTIVE INC	SCREW EXTRACT	25.98
			SEALANT	22.72
			CABLE	62.60
		MIDWEST PUBLIC RISK	DENTAL	17.45
			HSA	149.50
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	7.50
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	9.92
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	56.33
			MEDICARE	<u>13.17</u>
			TOTAL:	490.29
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	122.68
			EMPLOYER CONTRIBUTIONS	4,176.34
			MONTHLY CONTRIBUTIONS	309.04
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	124.46
		STATE BANK OF MISSOURI	02/15/21 IN-CAR SYSTEM	2,314.61
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	276.00
		OREILLY AUTOMOTIVE INC	CORE RETURN	18.00-
			BATTERY	171.41
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	901.66
			BULK GASOHAL/DIESEL	121.17
		COMCAST	HIGH SPEED INTERNET	149.85
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	108.00
			DENTAL	488.60
			FEB 21 DEN RECON	36.00
			FEB 2021 VSP RECON	8.00
			OPEN ACCESS	378.00
			OPEN ACCESS	1,640.00
			OPEN ACCESS	721.20
			HSA	1,478.10
			HSA	299.00
			HSA	2,093.00
			HSA	3,888.30
		HSA BANK	HSA - GRAIN VALLEY, MO	525.00
			HSA - GRAIN VALLEY, MO	900.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	366.81
		METRO FORD	COVER/PAD	232.74
			CORE	75.00-
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	122.01
			CELLULAR SERVICE 01/19-02/	1,157.75
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	299.85
			SOCIAL SECURITY	2,912.96
			MEDICARE	70.13
			MEDICARE	681.24

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	26,998.91
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	113.18
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	12.00
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	41.92
		MIDWEST PUBLIC RISK	OPEN ACCESS	378.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	10.40
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	40.67
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	78.84
			MEDICARE	18.44
			TOTAL:	693.45
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	590.66
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	86.94
		WALMART COMMUNITY	MICROWAVE	99.00
		OFFICE DEPOT	BOOK	19.96
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	35.97
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	29.97
		MIDWEST PUBLIC RISK	DENTAL	49.37
			DENTAL	10.21
			OPEN ACCESS	108.18
			HSA	820.03
			HSA	81.32
		HSA BANK	HSA - GRAIN VALLEY, MO	205.69
			HSA - GRAIN VALLEY, MO	14.25
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	54.25
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	6.10
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	401.22
			MEDICARE	93.84
			TOTAL:	2,706.96
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.81
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	441.86
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.53
			AFLAC-W2 DD PRETAX	71.41
		MIDWEST PUBLIC RISK	DENTAL	21.84
			HSA	219.03
			HSA	37.60
			VISION	8.00
			VISION	16.40
			VISION	1.10
		HSA BANK	HSA - GRAIN VALLEY, MO	125.00
			HSA - GRAIN VALLEY, MO	70.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	8.27
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	210.59
		ICMA RC	ICMA 457 %	194.37
			ICMA 457	575.00
			ICMA ROTH IRA	47.82
			ICMA ROTH IRA	8.29
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,137.12
			SOCIAL SECURITY	871.97
			MEDICARE	203.94
			TOTAL:	4,445.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	603.56		
		AT&T	U-VERSE PARK MAINTENANCE	69.55		
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	31.20		
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	126.13		
		MIDWEST PUBLIC RISK	DENTAL	3.51		
			DENTAL	83.76		
			HSA	1,034.67		
			HSA	88.16		
			HSA	129.62		
		HSA BANK	HSA - GRAIN VALLEY, MO	14.61		
			HSA - GRAIN VALLEY, MO	230.00		
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	55.81		
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	80.68		
		COMCAST	CITY HALL AND PD VOICE EDG	96.95		
			PARKS MAINT VOICE EDGE	35.47		
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	383.72		
			MEDICARE	<u>89.75</u>		
			TOTAL:	3,157.15		
		PARKS STAFF	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	431.95
				STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	36.00
				KNAPHEIDE TRUCK EQ CENTER	TRUCK SIDE 2 PLUG KIT	470.00
				HOME DEPOT CREDIT SERVICES	LIGHTS/SPRAY PAINT/CONCRET	118.78
				MIDWEST PUBLIC RISK	DENTAL	54.00
	HSA			897.00		
HSA BANK	HSA - GRAIN VALLEY, MO			225.00		
T & W STEEL CO	3/16' HR PLATE			129.71		
	SIGN METAL			352.00		
THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY			39.63		
EVERGY	701 SW EAGLES PKWY, BALLFI			117.02		
	ARMSTRONG PARK 041503			93.24		
	ARMSTRONG PARK DR			32.72		
	ARMSTRONG PARK 098095			31.16		
	ARMSTRONG PARK 017576			109.96		
	28605 E HWY AA			24.91		
	JAMES ROLLO SHELTER #2			81.40		
	MAIN-ARMSRTONG SHELTER 1			24.90		
	618 JAMES ROLLO CT			56.00		
	ARMSTRONG PARK			78.04		
	6100 S BUCKNER TARSNEY			93.17		
	28605 E HWY AA			129.03		
	618 JAMES ROLLO CT			11.68		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			292.28		
	MEDICARE			<u>68.36</u>		
	TOTAL:			3,997.94		
COMMUNITY CENTER	PARK FUND			MELODY TAYLOR	01/11-01/22 SILVERSNEAKERS	125.00
				MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	159.00
				STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	12.00
				HOME DEPOT CREDIT SERVICES	LIGHTS/SPRAY PAINT/CONCRET	29.82
		MIDWEST PUBLIC RISK	DENTAL	18.00		
			HSA	299.00		
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00		
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	14.60		
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	40.67		
		EVERGY	713 MAIN ST	1,054.96		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			713 MAIN #A	239.12
		COMCAST	COMM CENTER VOICE EDGE	150.17
		MARY ALLGRUNN	01/12 01/21 LINE DANCING	73.20
		LINDA HOMBS	01/12-01/21 LINE DANCING	73.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	195.97
			MEDICARE	<u>45.83</u>
			TOTAL:	2,605.54
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	152.64
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.41
			OPEN ACCESS	26.39
			OPEN ACCESS	27.72
			HSA	83.44
			HSA	75.18
			HSA	79.37
			VISION	3.20
			VISION	2.40
			VISION	4.40
			VISION	5.54
		HSA BANK	HSA - GRAIN VALLEY, MO	4.97
			HSA - GRAIN VALLEY, MO	75.84
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	9.72
		ICMA RC	ICMA 457 %	27.44
			ICMA 457	16.50
			ICMA ROTH IRA	30.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	406.53
			SOCIAL SECURITY	295.95
			MEDICARE	<u>69.21</u>
			TOTAL:	1,454.54
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	JAN OFFICE 365	152.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	461.41
		PETTY CASH	MEALS/SNOW TEAM	6.20
			MEALS/SNOW TEAM	5.54
			MEALS/SNOW TEAM	1.26
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	29.28
		OFFICE DEPOT	BOOK/MILEAGE LOG	44.82
			MARKERS/MAGNET TAPE/PENCIL	6.46
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	31.77
		OREILLY AUTOMOTIVE INC	MICRO-V BELT	7.35
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	162.29
		HOME DEPOT CREDIT SERVICES	AUTOMATIC CENTER PUNCH/TAP	9.57
			RIDIGD 6G PORT ELEC PANCAK	66.55
		MIDWEST PUBLIC RISK	DENTAL	17.87
			DENTAL	59.07
			OPEN ACCESS	124.60
			OPEN ACCESS	75.60
			OPEN ACCESS	108.18
			HSA	394.16
			HSA	117.39
			HSA	259.22
			HSA	309.60
		HSA BANK	HSA - GRAIN VALLEY, MO	29.45



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	174.25
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	41.78
		J&A TRAFFIC PRODUCTS	3/8 ALUM SHELL/STEEL PIN R	65.00
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	112.18
			CELLULAR SERVICE 01/19-02/	6.10
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	31.32
		EVERGY	655 SW EAGLES PKWY	36.80
			618 JAMES ROLLO CT	112.01
			AA HWY & SNI-A-BAR BLVD	32.38
			702 SW EAGLES PKWY	40.61
			GRAIN VALLEY ST LIGHTS	13,090.17
			618 JAMES ROLLO CT	23.37
			711 MMAIN ST CITY HALL	70.66
		COMCAST	CITY HALL AND PD VOICE EDG	58.17
			PW VOICE EDGE	23.93
		COMCAST	PUMP STATION INTERNET	22.99
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	295.95
			MEDICARE	69.20
			TOTAL:	16,786.51
NON-DEPARTMENTAL	MKTPL TIF-PR#2 SPE UMB BANK		PRO #2 2ND AND 3RD QTR ZOO	10,870.91
			PRO #2 2ND QTR COUNTY	21,003.13
			PR #2 CITY SALES	4,981.36
			TOTAL:	36,855.40
NON-DEPARTMENTAL	MKT PL CID-PR2 SAL UMB BANK		CID/USE	2,083.22
			CID/USE UNCAPTURED	2,020.72
			TOTAL:	4,103.94
NON-DEPARTMENTAL	WATER/SEWER FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	8.88
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,013.12
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		MO DEPT OF REVENUE	JAN 21 SALES TAX	3,429.74
			JAN 21 SALES TAX	68.59
		AFLAC	AFLAC PRETAX	36.55
			AFLAC-W2 DD PRETAX	57.45
		MIDWEST PUBLIC RISK	DENTAL	91.81
			OPEN ACCESS	105.56
			OPEN ACCESS	129.36
			HSA	375.48
			HSA	634.07
			HSA	338.68
			VISION	12.80
			VISION	14.00
			VISION	22.00
			VISION	28.12
		HSA BANK	HSA - GRAIN VALLEY, MO	70.98
			HSA - GRAIN VALLEY, MO	417.81
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	88.57
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	162.37
		ICMA RC	ICMA 457 %	279.65
			ICMA 457	115.74
			ICMA ROTH IRA	162.92
		INTERNAL REVENUE SERVICE	FEDERAL WH	2,954.10
			SOCIAL SECURITY	1,982.55
			MEDICARE	463.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	13,047.39
WATER	WATER/SEWER FUND	NETSTANDARD INC	JAN OFFICE 365	304.00
		PEREGRINE CORPORATION	SEWER INSERT	150.00
			JAN 21 BILL PRINT	596.70
			JAN 21 BILL PRINT	114.07
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,526.17
		PETTY CASH	MEALS/SNOW TEAM	12.39
			MEALS/SNOW TEAM	11.07
			MEALS/SNOW TEAM	2.51
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	58.57
		OFFICE DEPOT	MARKERS/MAGNET TAPE/PENCIL	12.92
			COVER	1.32
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	87.93
		OREILLY AUTOMOTIVE INC	MICRO-V BELT	14.71
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	324.61
		HOME DEPOT CREDIT SERVICES	AUTOMATIC CENTER PUNCH/TAP	19.14
			RIDIGD 6G PORT ELEC PANCAK	133.08
		MIDWEST PUBLIC RISK	DENTAL	60.70
			DENTAL	176.05
			OPEN ACCESS	249.22
			OPEN ACCESS	151.20
			OPEN ACCESS	252.42
			HSA	886.86
			HSA	784.10
			HSA	1,093.14
			HSA	660.58
		HSA BANK	HSA - GRAIN VALLEY, MO	181.68
			HSA - GRAIN VALLEY, MO	464.44
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	124.40
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	224.36
			CELLULAR SERVICE 01/19-02/	14.23
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.65
		EVERGY	825 STONEBROOK DR	103.51
			1301 TYER RD UNIT A	187.13
			618 JAMES ROLLO CT	140.02
			110 SNI-A-BAR BLVD	71.99
			1301 TYER RD UNIT B	389.18
			618 JAMES ROLLO CT	1,599.05
			618 JAMES ROLLO CT	29.22
			711 MMAIN ST CITY HALL	141.31
			1012 STONEBROOK LN	101.52
		COMCAST	CITY HALL AND PD VOICE EDG	116.33
			PW VOICE EDGE	47.87
		COMCAST	PUMP STATION INTERNET	45.97
		TYLER TECHNOLOGIES INC	FEB 21 MONTHLY FEES	97.00
		NEPTUNE TECHNOLOGY GROUP INC	400) 5/8 X 3/4 ECODER R900	79,923.26
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	991.29
			MEDICARE	231.83
			TOTAL:	92,971.70
SEWER	WATER/SEWER FUND	NETSTANDARD INC	JAN OFFICE 365	304.00
		PEREGRINE CORPORATION	SEWER INSERT	150.00
			JAN 21 BILL PRINT	596.70
			JAN 21 BILL PRINT	114.08
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,526.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PETTY CASH	MEALS/SNOW TEAM	12.39
			MEALS/SNOW TEAM	11.07
			MEALS/SNOW TEAM	2.51
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	58.57
		OFFICE DEPOT	MARKERS/MAGNET TAPE/PENCIL	12.93
			COVER	1.32
		STANDARD INSURANCE CO	FEB 21 STANDARD LIFE	87.93
		OREILLY AUTOMOTIVE INC	MICRO-V BELT	14.71
		HAMPEL OIL INC	BULK GASOHAL/DIESEL	324.61
		HOME DEPOT CREDIT SERVICES	AUTOMATIC CENTER PUNCH/TAP	19.14
			RIDIGD 6G PORT ELEC PANCAK	133.08
		MIDWEST PUBLIC RISK	DENTAL	60.69
			DENTAL	176.04
			OPEN ACCESS	249.23
			OPEN ACCESS	151.20
			OPEN ACCESS	252.42
			HSA	886.86
			HSA	784.11
			HSA	1,093.12
			HSA	660.60
		HSA BANK	HSA - GRAIN VALLEY, MO	181.68
			HSA - GRAIN VALLEY, MO	464.42
		THE LINCOLN NATIONAL LIFE INSURANCE CO	FEB 2021 DISABILITY	124.40
		VERIZON WIRELESS	CELLULAR SERVICE 01/19-02/	224.36
			CELLULAR SERVICE 01/19-02/	14.23
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.65
		EVERGY	925 STONE BROOK DR	23.14
			WOODLAND DR	329.60
			405 JAMES ROLLO DR	515.44
			1326 GOLFFVIEW DR	126.37
			618 JAMES ROLLO CT	140.03
			WINDING CREEK SEWER	23.17
			618 JAMES ROLLO CT	29.22
			711 MMAIN ST CITY HALL	141.32
			1201 SEYMOUR RD	23.14
			110 NW SNI-A-BAR PKWY	23.14
			1017 ROCK CREEK LN	23.14
		COMCAST	CITY HALL AND PD VOICE EDG	116.33
			PW VOICE EDGE	47.87
		COMCAST	PUMP STATION INTERNET	45.97
		TYLER TECHNOLOGIES INC	FEB 21 MONTHLY FEES	97.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	991.24
			MEDICARE	231.83

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	GALL, ASHLYNN	US REFUNDS	28.78
		WAKEMAN, ASHLYN	US REFUNDS	65.54
		KELBY, KRISTOFER	US REFUNDS	9.27
		HUNTER, HAYLEY	US REFUNDS	65.54
		ALLEN, SHELBY N	US REFUNDS	65.54
		SUPPLEE, TIM	US REFUNDS	8.49
		H & J CUSTOM HOME BUILDERS	US REFUNDS	15.54
		ROBINSON, MALLORY	US REFUNDS	15.54
		STROUD, DONNA	US REFUNDS	35.30
		GLASSFORD, SIERA	US REFUNDS	58.51
		STEIN, ANGELA	US REFUNDS	65.54
		MALONE, NICHOLAS	US REFUNDS	65.54
			TOTAL:	12,182.30

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

100	GENERAL FUND	62,569.40
200	PARK FUND	14,205.67
210	TRANSPORTATION	18,241.05
302	MKTPL TIF-PR#2 SPEC ALLOC	36,855.40
321	MKT PL CID-PR2 SALES/USE	4,103.94
600	WATER/SEWER FUND	118,201.39
-----		
	GRAND TOTAL:	254,176.85
-----		

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 1/16/2021 THRU 1/29/2021  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
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PAYROLL SELECTION

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

PRINT OPTIONS

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

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM: YES  
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# CITY OF GRAIN VALLEY DESTRUCTION CERTIFICATE

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

The Grain Valley Police Department reviewed the manual and provided the City Clerk's office with the list of documents below available for destruction per the Missouri Records Retention Manual.

<u>Retention Schedule Number</u>	<u>Type of Document</u>	<u>Quantity/Series</u>	<u>Department</u>
<b>0101</b> (Municipal)	Animal Bite Forms	2017	Animal Control
<b>0102</b> (Municipal)	Animal Control Cards / Impound Forms	2017	Animal Control
<b>0104</b> (Municipal)	Investigation Logs and Forms	2017	Animal Control
<b>0105</b> (Municipal)	Pet & Animal Licenses or Permits	2014	Animal Control
<b>0108</b> (Municipal)	Ownership Verification Forms	2017	Animal Control
<b>GS 014</b>	Emergency Business Contact List	2018	Police
Not a "record"	<b>Copies</b> of Time Sheets	2018	Police
Not a "record"	<b>Copies</b> of Leave Requests	2018	Police
<b>GS 040</b>	Grant Records		
DWI Enforcement	14-154-AL-037	2013 – 2014	Police
HMV Enforcement	14-PT-02-039	2013 – 2014	Police
St. Patrick's mini grant	14-154-AL-062	2014	Police
Holiday mini grant	15-M5HVE-03-035	2014	Police
COMBAT	DARE / COMBAT	2014	Police
<b>GS 042</b>	Volunteer Worker Records (VIPS)	Resigned prior to 2016	Police
<b>GS 049</b>	Ride Along Applications	2016	Police
<b>GS 049</b>	Residence Check Requests	2016	Police
<b>GS 050</b>	Special Event / Parade Permits	2017	Police
<b>GS 050</b>	Golf Cart Licenses	2018 Expiration	Police
<b>GS 050</b>	Dealer License Application	2017	Police
<b>GS 050</b>	Peddlers Permits	2017	Police



<b>GS 066</b>	Public Information Requests	2014	Police
<b>GS 067</b>	Vehicle Ownership and Maintenance Records	Vehicles 2988 and 8326	Police
<b>GS 076</b>	Equitable Sharing Report	2014	Police
<b>POL 001</b>	Incident Reports to include Animal Control Investigations and Bite Reports (except Class A Felony, Sex Offenses involving Minors, Death and Suicide Investigations)	2012	Police
<b>POL 002</b>	Tow Reports (DOR Form #4569)	2018	Police
<b>POL 002</b>	Original Tow Reports sent to DOR (DOR Form #4569)	2018	Police
<b>POL 002</b>	Abandoned Vehicle forms	2018	Police
<b>POL 003</b>	Accident Reports – both traffic and private property	2012	Police
<b>POL 006</b>	Fingerprints taken for arrests	2014	Police
<b>POL 006</b>	Booking Report	2014	Police
<b>POL 006</b>	In Custody Log	2014	Police
<b>POL 008</b>	Officer Daily Activity Logs	2014	Police
<b>POL 010</b>	Racial Profiling Statistics (cards)	2018	Police
<b>POL 017</b>	Racial Profiling Submissions / Reports	2016, 2017	Police
<b>POL 017</b>	MIBRS Submissions / Reports	2017	Police
<b>COR 08</b>	Cash Bond Receipts	2012 - 2014	Police
<b>COR 08</b>	Cash Bond log	2008 – 2014	Police

Approved via Consent Agenda this \_\_ day of \_\_\_\_\_, 2020

By:

\_\_\_\_\_  
 Chuck Johnston  
 Mayor

Attest:

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

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





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



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# *Resolutions*

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

<b>MEETING DATE</b>	2/8/2021	
<b>BILL NUMBER</b>	R21-09	
<b>AGENDA TITLE</b>	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN EXTENSION AGREEMENT WITH LAMP RYNEARSON, INC, TO EXTEND THE TERM OF THE ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	
	Budget Line Item:	210-55-72010 \$43,000.00 600-60-72010 \$35,000.00
	Balance Available	\$ 78,000.00 (if needed)
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To provide On-Call professional engineering and consulting services for projects as required.	
<b>BACKGROUND</b>	The BOA approved R19-20 on March 25, 2019 selecting Lamp Rynearson, Inc and authorizing the City Administrator to sign an agreement. The agreement provides a condition to extend the agreement for one (1) subsequent two-year period. The original agreement will terminate on March 24, 2021.	
<b>SPECIAL NOTES</b>	None	

<b>ANALYSIS</b>	In 2021, the city proposes to use the professional engineering services of Lamp Rynearson to update the Master Stormwater Plan, design the Ryan Meadows drainage project and design the Old 40 highway water line replacement project. These projects in the 2021 budget.
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff recommends approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, Extension Agreement, Exhibit A-2021 Hourly Rate Schedule, Certificate of Insurance

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 8, 2021*

RESOLUTION NUMBER

**R21-09**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN EXTENSION AGREEMENT WITH LAMP RYNEARSON, INC, TO EXTEND THE TERM OF THE ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES**

**WHEREAS**, the Board of Aldermen approved Resolution R19-20 on March 25, 2019 authorizing the City Administrator to enter into an agreement with Lamp Rynearson, Inc. for professional engineering services; and

**WHEREAS**, the On-Call Agreement with Lamp Rynearson, Inc. dated March 25, 2019, has a term period of two years with the potential for extension for one (1) subsequent two-year period; and

**WHEREAS**, the term of the On-Call Agreement will terminate on March 24, 2021; and

**WHEREAS**, the Board of Aldermen desire to extend the term of the On-Call Agreement for an additional two (2) years to provide for continuity of engineering consulting services through the budget planning process; and

**WHEREAS**, Lamp Rynearson, Inc, is amenable to the extension of the On-Call Agreement, dated March 25, 2019 under the existing contractual terms.

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

**SECTION 1:** The City Administrator is authorized to sign the extension agreement with Lamp Rynearson, Inc. to extend the term of the On-Call professional services agreement for engineering services, dated March 25, 2019.

*PASSED and APPROVED, via voice vote, (\_\_\_\_-\_\_\_\_) this \_\_\_\_ Day of \_\_\_\_, 2021.*

---

Chuck Johnston  
Mayor

[R21-09]

ATTEST:

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Jamie Logan  
City Clerk



**AN EXTENSION AGREEMENT BY AND BETWEEN THE CITY OF GRAIN VALLEY, MISSOURI AND LAMP RYNEARSON, INC. TO EXTEND THE TERM OF THE ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES, DATED MARCH 25, 2019**

THIS Extension Agreement ("Agreement") is made, entered into, and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Grain Valley, Missouri, a municipal corporation ("City"), and Lamp Ryneerson, Inc., Nebraska corporation ("Engineer").

**RECITALS**

WHEREAS, in response to a Request for Qualifications process, the City of Grain Valley, Missouri entered into an On-Call Agreement with Lamp Ryneerson, Inc., dated March 25, 2019, for engineering consulting services with a term of a period of two (2) years with the potential for extension for one (1) subsequent two-year period; and

WHEREAS, the term of the On-Call Agreement will terminate on March 24, 2021; and

WHEREAS, the Board of Aldermen desire to extend the term of the On-Call Agreement for an additional two (2) years to provide for continuity of engineering consulting services through the budget planning process; and

WHEREAS, Lamp Ryneerson, Inc. is amenable to the extension of the On-Call Agreement, dated March 25, 2019 under the existing contractual terms.

NOW THEREFORE, in consideration of mutual promises and covenants, and for good and valuable consideration, receipt of which is hereby acknowledged, the City and Engineer agree as follows:

1. That Article VI X. Term of the On-Call Agreement, dated March 25, 2019, shall be extended for a period of two (2) years from its date of expiration ("Extension Period").
2. That all other terms of the On-Call Agreement, dated March 25, 2019, shall remain in effect during the Extension Period with revised hourly rates in accordance with Article III A. of the On-Call Agreement, such rates being shown in Exhibit A attached hereto and incorporated herein by reference.
3. That this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
4. That this Agreement shall be binding upon, and shall inure to the benefit of, the City and Engineer, and their respective successors and assigns.

5. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute by one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands as of the date first above written.


The City of Grain Valley, Missouri

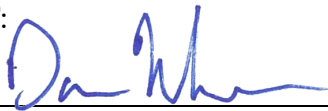
By: \_\_\_\_\_  
Ken Murphy, City Administrator

ATTEST:

By: \_\_\_\_\_

Lamp Rynearson, Inc.

By:  \_\_\_\_\_  
Daniel G. Miller, Civil Design Group Leader

ATTEST:  
By:  \_\_\_\_\_

## EXHIBIT A – 2021 HOURLY RATE SCHEDULE

<b>Lamp Rynearson, Inc.</b>		<b>Anderson Survey Company, Inc.</b>	
<b>Kansas City Office</b>			
<b>HOURLY RATE SCHEDULE</b>		<b>HOURLY RATE SCHEDULE</b>	
<b>April 1, 2021 – March 31, 2022</b>		<b>April 1, 2021 – March 31, 2022</b>	
<b>Position / Title</b>	<b>\$ - Hourly Rate</b>	<b>Position / Title</b>	<b>\$ - Hourly Rate</b>
Sr. Group Leader III	253.00	Principal	135.00
Sr. Group Leader II	230.00	Professional Land Surveyor	102.50
Sr. Group Leader I	213.00	Project Manager	87.50
Group Leader I	161.00		
Sr. Project Manager V	197.00	Crew Chief	82.50
Sr. Project Manager IV	186.00	2-Man Field Crew	137.50
Sr. Project Manager I	152.00	3-Man Field Crew	167.50
Sr. Project Engineer III	152.00	Draftsman	67.50
Sr. Project Engineer II	133.00	Senior Draftsman	75.00
Sr. Project Engineer I	120.00	Survey Technician	80.00
Sr. Landscape Architect VI	202.00	Clerical	40.00
Sr. Landscape Architect II	130.00		
Landscape Architect III	95.00	<b>Item</b>	<b>\$ - Charge Rate</b>
Sr. 3D Application Specialist I	128.00	GPS or Robotic Equipment	40.00
3D Application Specialist II	116.00	Mileage	Per IRS Rate
Project Manager III	151.00		
Project Engineer IV	120.00		
Project Engineer III	110.00		
Project Engineer II	100.00		
Sr. Project Designer III	110.00		
Sr. Project Designer I	119.00	<b>Merge Midwest Engineering, LLC</b>	
Project Designer IV	109.00	<b>HOURLY RATE SCHEDULE</b>	
Project Designer II	95.00	<b>2021</b>	
Sr. Eng. Technician III	106.00	<b>Position / Title</b>	<b>\$ - Hourly Rate</b>
Engineering Tech III	92.00		
Construction Observer V	99.00	Sr. Engineer 1	145.00
Sr. Survey Project Manager I	147.00	Sr. Engineer 2	125.00
Sr. Survey Technician I	91.00		
Party Chief I	87.00		
Survey Field Technician II	76.00		
Office Services Manager	122.00		
Sr. Administrative Asst. II	81.00		
Administrative Assistant I	57.00		
<b>Item</b>	<b>\$ - Charge Rate</b>		
Plots (Color) bond	\$2.50 /SF		
Plots (Color) mylar	\$6.00 /SF		
Plots (Color) photo paper	\$6.00 /SF		
Mileage	\$0.56/mi		
Administration of Subconsultants	Actual cost, plus 10%		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> Marilyn Gaudreault	
	<b>PHONE (A/C. No. Ext):</b> 402-861-7000	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> marilyn.gaudreault@hakco.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> XL Specialty Insurance Co		37885
<b>INSURER B :</b> The Phoenix Insurance Co		25623
<b>INSURER C :</b> Travelers Property Casualty of America		25674
<b>INSURER D :</b> Travelers Indemnity Co.		25658
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 542325808 **REVISION NUMBER:**

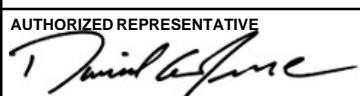
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6302L971185	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L974010	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3L015816	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8M969092	9/30/2020	9/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Architects/Engineers Professional Liability Claims Made Basis			DPR9966625	9/30/2020	9/30/2021	Each Claim \$5,000,000 Aggregate \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

On call professional services  
 Certificate holder is additional insured for general liability if required by written contract executed prior to loss.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Grain Valley 711 Main St. Grain Valley MO 64029	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY OF GRAIN VALLEY  
BOARD OF ALDERMEN AGENDA ITEM**

<b>MEETING DATE</b>	02/08/2021	
<b>BILL NUMBER</b>	R21-10	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING APPLICATION FOR GRANT FUNDING THROUGH THE LAND &amp; WATER CONSERVATION FUND FOR AN ALL-INCLUSIVE PLAYGROUND IN ARMSTRONG PARK</b>	
<b>REQUESTING DEPARTMENT</b>	PARKS & RECREATION	
<b>PRESENTER</b>	Shannon Davies, Director of Parks and Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To seek alternative sources of funding to fund park and recreation services for the community.	
<b>BACKGROUND</b>	Since 1967, the Land & Water Conservation Fund (LWCF) has helped fund municipal, parks and recreation projects such as this.	
<b>SPECIAL NOTES</b>	The LWCF will match only up to 50% of the project cost.	
<b>ANALYSIS</b>		
<b>PUBLIC INFORMATION PROCESS</b>		
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Park Board recommends approval	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	N/A

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 8, 2021*

RESOLUTION NUMBER

**R21-10**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING APPLICATION FOR GRANT FUNDING THROUGH THE LAND & WATER CONSERVATION FUND FOR AN ALL-INCLUSIVE PLAYGROUND IN ARMSTRONG PARK**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to providing quality, park and recreational amenities to the community; and

**WHEREAS**, the existing playground equipment in Armstrong Park is outdated and reaching the end of its useful life; and

**WHEREAS**, the new playground will be accessible to individuals of all ages and abilities; and

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri encourage efforts on the part of city staff to seek alternative sources of funding for city facilities and services.

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

**SECTION 1:** That a project application be prepared and submitted to the Department of Natural Resources, Division of State Park's Grants Management Section for the Land and Water Conservation Fund (LWCF) Grant Round Fiscal Year 2021.

**SECTION 2:** Board of Aldermen of the City of Grain Valley, Missouri hereby authorize and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the LWCF and are also hereby authorized to sign the project agreement, subsequent amendments and other necessary documents between the City of Grain Valley and the State of Missouri.

**SECTION 3:** If a grant is awarded, the City of Grain Valley accepts all responsibilities under the LWCF regulations. This includes but is not limited to; the project site shall be protected by the LWCF rules and regulations in perpetuity, maintenance of the playground and adjacent amenities for public outdoor recreation purposes, compliance with the provisions of Title VI of the Civil Rights Act of 1964, and provisions of facilities which are accessible and usable by people with special needs.

*PASSED and APPROVED, via voice vote, (\_\_\_\_ - \_\_\_\_ ) this \_\_\_\_ Day of \_\_\_\_, 2021.*

---

Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk



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

<b>MEETING DATE</b>	02/08/2021	
<b>BILL NUMBER</b>	R21-11	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE TWO NEW PATROL CARS AND EQUIPMENT FOR TWO NEW PATROL CARS</b>	
<b>REQUESTING DEPARTMENT</b>	Police	
<b>PRESENTER</b>	James Beale, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$82,168.88 Total \$67,132.00 Vehicles \$15,036.88 Equipment
	Budget Line Item:	280-88-78510
	Balance Available	\$85,300.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To provide safe and reliable transportation to serve the community	
<b>BACKGROUND</b>	This is a Budgeted Capital item approved in the 2021 Fiscal Year Budget	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	None	
<b>PUBLIC INFORMATION PROCESS</b>	The Board of Aldermen held work sessions on 10/06/2020, and 10/20/2020 to discuss the 2021 Fiscal Year Budget; and the budget was approved on 12/09/2020 via Ordinance #2528.	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None	

<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Quotes, Memo

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 9, 2021*

RESOLUTION NUMBER

**R21-11**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINSTRATOR TO PURCHASE TWO NEW  
PATROL CARS AND EQUIPMENT FOR TWO NEW PATROL CARS**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to First Responders and public safety; and

**WHEREAS**, the replacement of these vehicles are a scheduled replacement per the Vehicle and Equipment Replacement Program (VERP); and

**WHEREAS**, the Board of Alderman has set the funds aside for this purchase in the 2021 Fiscal Year Budget via Ordinance #2528; and

**WHEREAS**, the purchase of the vehicles from the MARC contract and the equipment from the Missouri State Contract fall within the specified guidelines of the City's Purchasing Policy.

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

**SECTION 1:** The City Administrator is hereby authorized to purchase two new patrol Cars as quoted from Shawnee Mission Ford via the MARC Contract and Patrol Car Equipment as quoted from Ed Roehr Safety Products via the Missouri State Contract.

*PASSED and APPROVED, via voice vote, (-) this \_\_ Day of \_\_\_\_\_, 2021.*

---

Chuck Johnston  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

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# Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179  
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

January 5, 2021

Andrew Woltz  
City of Grain Valley

MACPP Pricing  
Item 39

2021 Ford Utility PI AWD (K8A)

Exterior: Oxford White (YZ)  
Interior: Charcoal Cloth Front / Vinyl Rear (96)

Base Price:	\$32,365
Options:	
• Driver LED Spot Lamp Whelen (51T)	\$24
• Wiring Grill Lamp Siren Speaker (60A)	\$47
• Hub Caps (Del 65L)	\$(40)
• Remote Keyless Entry, 4 FOBS (55F)	\$320
• Ultimate Wiring Kit (67U)	\$526
• Police Wire Harness Connector (67V)	\$174
• Rear Tail Lamp Predrilled (86T)	\$56
• Radio Noise Suppression (60R)	\$94
• Courtesy Lamps Disable (43D)	Included in base price
• 3.3L V-6 Gas (99B)	Include in base price
• Rear Camera Display in Radio	\$standard
• Basic Bluetooth	\$standard
• Receiver Hitch and Wiring Harness	\$standard
• Pre Drilled Headlamps	\$standard
• 4 Keys	\$standard
Total	\$33,566 @ 2      \$67,132

#### Additional Options to consider

• Heated Mirrors (549)	\$56
• Delete interior Lift Gate Release Button (18D)	\$NC
• Engine Idle (47A)	\$244
• Reverse Sensors (76R)	\$259
• Perimeter Alert (68B)	\$635
• Rear Camera on Demand (19V)	\$217 (recommend with Perimeter Alert)

Thank you for your time and interest.

Sincerely,

Jay Cooper  
Government Fleet Sales



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QUOTATION

ED ROEHR SAFETY PRODUCTS  
 2550 SAINT LOUIS AVE.  
 ST. LOUIS, MO 63106  
 FAX 314-533-3830  
 (800)-392-8210

PAGE NO	1
QUOTE NO	1088

BILL TO: GRAIN VALLEY MO POLICE DEPT  
 711 MAIN ST

SHIP TO: GRAIN VALLEY MO POLICE DEPT  
 711 MAIN ST

GRAIN VALLEY, MO 64029

GRAIN VALLEY, MO 64029

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
1/22/2021	000000007086	022	NET 30	MO	PREPAID	A.S.A.P.	FREIGHT ALLOWED

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
	ma ~ Email in quote request Andrew Woltz ~ Attn : Vehicle Equipment MO STATE CONTRACT # CC167035003 ~				
2	C3XTP6RR XTP6 C3 led lighthouse Red	EA	53.72	0.00	107.44
2	C3XTP6BB XTP6 C3 led lighthouse Blue	EA	53.72	0.00	107.44
4	C3XT6LBKT BRACKET C3 XT6 90 DEGREE L BRK	EA	4.54	0.00	18.14
2	FERUMBLER RUMBLER FE SIREN AMP SYSTEM SECONDARY WARNING SYSTEM	EA	555.75	0.00	1,111.50
2	FERB-FPIU20 RUMBLER BRACKET FE PI UTIL 20+	EA	37.50	0.00	75.00



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ED ROEHR SAFETY PRODUCTS  
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PAGE NO

2

QUOTE NO

1088

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GRAIN VALLEY, MO 64029

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QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
1/22/2021	000000007086	022	NET 30	MO	PREPAID	A.S.A.P.	FREIGHT ALLOWED

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
4	C3CW0800 LED C3 Corner Compartmnt 11.6" 12 LED 45* Corner Compartment	EA	20.68	0.00	82.70
8	C3HB12PAK-PI-W LED C3 Hide Blast 12LED White Ford PIU 20+ Headlight LED	EA	59.49	0.00	475.96
4	C3M180SMCRB LED C3 INTERSECTION RED/BLUE MULTI COLOR MIRROR / PUDDLE	EA	102.16	0.00	408.64
2	C3BSM-BKT-PIU20 M180 C3 (Pair) INTERS Bkt PIU BRACKET BELOW MIRROR - 2020	EA	21.07	0.00	42.13
2	C321TR47ACC TORUS C3 CUSTOM LIGHT BAR ** SPECIFY CONFIG # **	EA	1,576.67	0.00	3,153.34
~	Config # C96405				
~					





QUOTATION

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PAGE NO

3

QUOTE NO

1088

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 711 MAIN ST

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GRAIN VALLEY, MO 64029

GRAIN VALLEY, MO 64029

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
1/22/2021	000000007086	022	NET 30	MO	PREPAID	A.S.A.P.	FREIGHT ALLOWED

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
4	C3ULT6-R MEGA THIN C3 6 LED RED SURFACE MOUNT RED LED	EA	66.42	0.00	265.68
4	C3ULT6-B MEGA THIN C3 6 LED BLUE SURFACE MOUNT BLUE LED	EA	66.42	0.00	265.68
2	C3LXEXLPBKT-PIU LICENSE C3 BRACKET PI SUV	EA	19.32	0.00	38.64
2	C3XTP6RR XTP6 C3 led lighthouse Red	EA	53.72	0.00	107.44
2	C3XTP6BB XTP6 C3 led lighthouse Blue	EA	53.72	0.00	107.44
2	C3Z3SP-1 Z3 Siren C3 Serial W/ Push Button Control Head - Serial	EA	709.88	0.00	1,419.76



QUOTATION

ED ROEHR SAFETY PRODUCTS  
 2550 SAINT LOUIS AVE.  
 ST. LOUIS, MO 63106  
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PAGE NO
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QUOTE NO
1088

**BILL TO:** GRAIN VALLEY MO POLICE DEPT  
 711 MAIN ST

**SHIP TO:** GRAIN VALLEY MO POLICE DEPT  
 711 MAIN ST

GRAIN VALLEY, MO 64029

GRAIN VALLEY, MO 64029

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
1/22/2021	000000007086	022	NET 30	MO	PREPAID	A.S.A.P.	FREIGHT ALLOWED

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
2	C3C3900X SlimLine C3 Speaker W/O BRACKT 100w SlimLine Speaker	EA	142.79	0.00	285.59
2	C3SPKRBKTPSPUI2 Speaker C3 Passenger Side 2020 PIU	EA	23.64	0.00	47.28
2	LUNSS-CGM2 RACK LUN DUAL VERT PART MNT DUAL VERT GUN RACK PART MNT	EA	330.17	0.00	660.35
2	LUNSS-GM-LKUPG2 Lockhead LUN Upgrade Both Lcks Universal Style Locks - Both	EA	57.92	0.00	115.85
2	JD425-6505 CONSOLE JD CONTOUR PIU 20+	EA	360.00	0.00	720.00
2	JD425-6164 OUTLET JD UNIV PLATE & 2 USB PORTS	EA	79.31	0.00	158.61



QUOTATION

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PAGE NO	5
QUOTE NO	1088

BILL TO: GRAIN VALLEY MO POLICE DEPT  
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GRAIN VALLEY, MO 64029

GRAIN VALLEY, MO 64029

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
1/22/2021	000000007086	022	NET 30	MO	PREPAID	A.S.A.P.	FREIGHT ALLOWED

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
2	JD425-6216 ARM REST AND LOCK BOX FOR CONSOLE	EA	153.59	0.00	307.19
2	JD425-3704 CUP HOLDER JD DUAL ABS FACEPLATE MOUNT ABS DUAL CUP	EA	43.41	0.00	86.82
2	JD475-0063 SPACE JD CREATOR HIGH SECURITY HIGH VIS WINDOW PI UTILITY 20+	EA	751.28	0.00	1,502.55
2	JD475-0968 SPACE JD CREATOR HSEP - 2P VP9 2020+ PI UTILITY	EA	108.52	0.00	217.04
2	JD475-1486 Armor JD Window Ford PIU 20+ Window + Door Control Covers	EA	311.25	0.00	622.50



QUOTATION

ED ROEHR SAFETY PRODUCTS  
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PAGE NO

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QUOTE NO

1088

BILL TO:           GRAIN VALLEY MO POLICE DEPT  
                       711 MAIN ST

SHIP TO:           GRAIN VALLEY MO POLICE DEPT  
                       711 MAIN ST

GRAIN VALLEY, MO 64029

GRAIN VALLEY, MO 64029

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
1/22/2021	000000007086	022	NET 30	MO	PREPAID	A.S.A.P.	FREIGHT ALLOWED

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
2	GOR5UF1911 Seat JD Molded Ford PIU 20+ Molded Seat C/Belt Mesh Screen	EA	831.60	0.00	1,663.20
2	PGFP47UINT20 FLOOR PAN PG INT U 20	EA	166.50	0.00	333.00
1	FREIGHT ALLOWED *****	EA	0.00	0.00	0.00
2	JD425-8001 Tray JD Cargo Barrier PIU 20+ Cargo Barrier Tray PIU 20+	EA	265.00	0.00	530.00

TOTAL QUOTE           15,036.88

# Memorandum

**To:** James Beale, Chief of Police; Ken Murphy, City Administrator

**CC:** Mark Trosen, Director of Community Development

**From:** Andrew Woltz, Mechanic

**Date:** 1/28/2021

**Re:** Replacement Patrol Cars

---

Two patrol vehicles are being replaced this year per the VERP (Vehicle and Equipment Replacement Program) and being rotated down to SRO's. The proposed replacement vehicles are Ford Police Interceptor Utilities, these vehicles can accommodate any Officer easily.

The vehicles being replaced have over 100,000 miles of patrol use on them that is the target replacement mileage for being rotated out of patrol duty. The old vehicles will serve as SRO vehicles allowing them to efficiently carry all the needed equipment for education programs.

MARC contract is being utilized to purchase the vehicles, while Missouri State contract is being utilized for the necessary equipment to safely upfit the new vehicles for patrol duty.

Respectfully Submitted,

Andrew Woltz, Mechanic

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

<b>MEETING DATE</b>	2/8/2021	
<b>BILL NUMBER</b>	R21-12	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH JACKSON COUNTY, MISSOURI FOR AN ADDENDUM TO THE DISTRIBUTION AGREEMENT OF CORONAVIRUS RELIEF FUNDS</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Various
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To extend the deadline for coronavirus relief fund expenditures	
<b>BACKGROUND</b>	In July of 2020 the Board of Aldermen approved an agreement with Jackson County for the distribution of funds to address expenses incurred due to the COVID-19 pandemic. Federal requirements stated that funds needed to be expended by December 31, 2020 but have since been extended to December 31, 2021.	
<b>SPECIAL NOTES</b>	The majority of funds have been spent but we are still waiting for the audio-visual equipment to be installed in the Council Chambers. Some of the hardware has been on backorder and we expect this project to be completed on or around the end of February.	

<b>ANALYSIS</b>	N/A
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, CARES Act Distribution Agreement, Addendum to Agreement for Distribution of Cares Act Funds



**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 8, 2021*

RESOLUTION NUMBER

**R21-12**

**A RESOLUTION BY THE BOARD OF ALDERMEN AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH JACKSON COUNTY, MISSOURI FOR AN ADDENDUM TO THE DISTRIBUTION AGREEMENT OF CORONAVIRUS RELIEF FUNDS**

**WHEREAS**, Jackson County, Missouri received Coronavirus Relief Funds from the United States government CARES Act and has determined the best way to appropriate funds is based off population;

**WHEREAS**, Grain Valley entered into an agreement with Jackson County for distribution of Coronavirus Relief Funds through Resolution R20-37;

**WHEREAS**, the funds were previously earmarked to cover non budgeted but necessary expenses incurred from March 1, 2020 to December 30, 2020 due to the public health emergency;

**WHEREAS**, federal guidance changed and extended the period to expend funds to December 31, 2021.

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

**SECTION 1:** The City Administrator is authorized to enter into an agreement with Jackson County, Missouri for an addendum to the distribution agreement of Coronavirus Relief Funds.

*PASSED and APPROVED, via voice vote, (6-0) this 8th Day of February, 2021.*

---

Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

[R21-12]

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## County Agreement for Distribution of CARES Act Funds

This County Agreement for Distribution of CARES Act Funds (“Agreement”), entered into on the date set forth below by and between the undersigned County, of the State of Missouri (“County”), and the undersigned Recipient (“Recipient”) an entity which operates within said County (collectively the “Parties”).

### RECITALS

WHEREAS, the United States government has allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, Recipient has requested and applied for available funds from the County to cover costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Spending Plan/Budget, attached as Exhibit A (“Budget”) and incorporated herein by reference; and

WHEREAS, through said Budget, Recipient has represented, warranted and attested to the County that it meets all state and federal requirements for receipt of a portion of the available funds (the “Funds”) as described in said Budget; and

WHEREAS, County has reviewed said Budget and has made an award decision via Ordinance/Resolution \_\_\_ dated \_\_\_; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to distribute funds from the County to Recipient to cover Recipient’s costs and expenses incurred due to COVID-19 (the “Funds”). Recipient agrees the Funds shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in Recipient’s budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Budget. Recipient shall only use Funds for the purposes set forth in Exhibit A. Recipient understands and agrees that any deviations from the use of Funds, as described in the Budget must have prior approval from the County, which is subject to the sole and absolute discretion of the County.

2. Funding Source. The County is authorized to distribute the Funds described in this Agreement pursuant to section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

3. Representations and Warranties by Recipient. Recipient represents, warrants, and certifies that:

a. The undersigned individual has all necessary authority on behalf of the Recipient to request payment from the County from the allocation of funds to the County from the Coronavirus Relief Fund as created in the CARES Act.

b. Recipient understands and agrees that the County will rely on Exhibit A and this Agreement as material representations in awarding and making a payment of Funds to Recipient. Recipient affirms that the information set forth in the Budget is true, complete, and accurate and affirms the statements made in the Budget as of the date of this Agreement.

c. Recipient expressly represents and warrants that it is eligible to receive the Funds in accordance with state and federal law and that the Funds will be used exclusively for lawful expenditures pursuant to the CARES Act and specifically as described in Exhibit A.

d. Recipient represents, warrants, and agrees that the proposed uses of the Funds provided as a payment shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in its budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

e. Recipient acknowledges, understands, and agrees that Funds provided as payment from the County to Recipient pursuant to this Agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Recipient in any manner that does not adhere to official federal guidance shall be returned to the County.

f. If Recipient is a local government entity, public entity, or political subdivision of the state, any funds provided pursuant to this Agreement shall not be used as a revenue replacement for lower than expected tax or other revenue collections.

g. Funds received pursuant to this Agreement shall not be used for expenditures for which Recipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same cost or expense.

h. Recipient may not use funds received pursuant to this Agreement to make a grant to any other local government, public entity, political subdivision, non-profit corporation, corporation, limited liability company, or other business entity, or individual unless the specific use of funds was expressly described in the Budget, and such grant is used solely for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), that were not accounted for in the budget most recently approved as of March 27, 2020, and that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. In such event, Recipient is responsible for all documentation requirements set forth in this Agreement.

i. Recipient certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

j. Recipient agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Application.

k. Recipient certifies that the Funds shall not be used for any unlawful purpose, including but not limited to: (i) as a revenue replacement for lower than expected tax or other revenue collection; (ii) for expenditures for which Recipient is already receiving other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for the same expense; or (iii) to engage in any other activity that is illegal under federal, state or local law.

l. Recipient understands and agrees that the County is under no obligation to distribute any additional funds other than as provided in the Agreements, even if Recipient believes circumstances have changed and Recipient requests additional funds.

4. Award and Distribution of Funds; Amount. Subject to the representations, warranties, covenants and agreements set forth in this Agreement, including the representations, warranties covenants, and agreements made by Recipient in the Budget attached as Exhibit A, County agrees to distribute to Recipient the Funds the sum of \$\_\_\_\_\_ for the purposes set forth and described in Exhibit A, subject to approval and execution of this Agreement. Recipient understands and agrees that the Funds will not be disbursed under this Agreement until such time as all required documentation is provided by Recipient, including supporting documents, and all required documents are approved and signed by Recipient and County. Recipient understands and acknowledges that all awards are subject to the availability of funds and any modifications or additional requirements that may be imposed by law. In the event of a change in the CARES Act or guidance issued by the United States Department of Treasury that affect this Agreement, the obligations of the County under this Agreement may be terminated immediately.

5. Term. This Agreement shall commence on the last date set forth on the signature pages of this Agreement and shall remain in force and effect unless otherwise terminated as provided in this Agreement.

6. Use of Funds. Recipient shall only use the Funds for the purposes and intended use of funds description set forth in Exhibit A, and as awarded in this Agreement. Recipient may only use Funds for the purposes awarded in Exhibit A. Modification of Recipient’s purpose and intended use of funds shall require prior written approval of the County’s County Administrator.

7. Unused Funds. Funds awarded and paid from the County to Recipient pursuant to this Agreement that are not expended must be returned to the County on or before December 30, 2020, and may not be used for expenditures incurred after December 30, 2020.

8. Documentation and Reporting Use of Funds. Recipient agrees to maintain the records necessary in order to comply with the requirements of the CARES Act and to demonstrate that the Funds have been used in accordance with section 601(d) of the Social Security Act. Recipient agrees to utilize appropriate fund accounting, auditing, monitoring and such evaluation procedures as may be necessary to create, keep and maintain such records as the federal, state, and County may prescribe, and in order to assure fiscal control, proper management, and efficient disbursement of funds received under this Agreement.

Recipient shall maintain all books, records and other documents in compliance with state and federal reporting and audit-related requirements. Recipient shall make all books, records and other documents available at all reasonable times for inspection and copying by the County in order to ensure compliance with the CARES Act, U.S. Department of Treasury Guidance, the intended purposes of the Funds as set forth in Exhibit A, audit requirements, and this Agreement. Copies of all records (including electronic records) shall be furnished to the County at no cost.

Recipient agrees to timely complete and submit any and all financial reports, as requested by the County. Failure by Recipient to timely submit Supporting Documentation may result in an Event of Default. The County may require Supporting Documentation furnished by the Recipient from time to time regarding the use of Funds with respect to the approved and necessary expenditures listed in the Application and Notice of Decision.

Recipient shall maintain, retain and provide documentation to County relating to the use of Funds upon request, including, but not limited to (collectively referred to as “Supporting Documentation”):

- a. Procurement and conflict of interest policies;
- b. Documentation of compliance with applicable procurement laws and requirements for Recipient;
- c. Publication and/or posting documentation relating to procurement;
- d. Requests for bids/requests for proposals/requests for qualifications;
- e. Estimates, quotes, bid responses, proposals, or statements of qualifications;
- f. Sales receipts and invoices;
- g. Contracts for the purchase of goods or services;
- h. Proof of evaluation and award (e.g., minutes, approval by authorized representative, etc.);

- i. Purchase orders, payment requests, or applications for payment;
- j. Proof of payment (e.g., cancelled checks, direct payment information, bank statements, credit card statements);
- k. Proof of delivery on goods (e.g., copies of packing slips or bills of lading);
- l. Proof of services rendered (e.g., statements confirming services provided by a vendor or contractor);
- m. Time sheets and other personnel information (e.g., wage rates, job duties, etc., if applicable);
- n. Direct solicitation lists (if applicable);
- o. Documentation of sole source procurement (if applicable);
- p. Bonding and insurance documents (if applicable)
- q. E-Verify documentation;
- r. Financial reports regarding the use of the Funds;
- s. Any other documents reasonably required by the County, its auditors, the State of Missouri, or the United States with respect to compliance with the requirements of the CARES Act and guidance.

9. Compliance with Laws.

a. Recipient shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are incorporated by reference. Failure to comply with any applicable requirements by Recipient shall be deemed a material breach of this Agreement. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the County and Recipient to determine whether the provisions of this Agreement require formal modification.

b. Recipient agrees that it has, or at the appropriate time, will comply with all applicable bidding and procurement requirements pursuant to policy, local, state, or federal law regarding the use of the Funds and that Recipient has, or will provide all necessary Supporting Documentation evidencing compliance with bidding and procurement laws.

c. The Recipient and its agents shall abide by all applicable conflict of interest laws and requirements that apply to persons who have a business relationship with the County. If Recipient has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special appointee, has a conflict of interest, Recipient shall ensure compliance with all applicable disclosure requirements prior to the

execution of this Agreement. If Recipient or its agents violate any applicable conflict of interest laws or requirements, the County may, in its sole discretion, terminate this Agreement immediately upon notice to Recipient.

d. Recipient certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments and taxes to the County, State of Missouri, or federal government.

e. Recipient warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any federal, state, or local government, that would affect the proper and agreed upon use of the Funds.

f. Recipient agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations with respect to uses of the Funds.

10. Debarment and Suspension. Recipient certifies by entering into this Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Missouri. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Recipient.

11. Events of Default and Remedies. The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement, provided, that if any such Event of Default is capable of being cured, such Event of Default shall not be deemed to be an Event of Default unless Recipient fails to cure such Event of Default within the time period specified below following receipt of written notice from County notifying Recipient of such Event of Default (each, a “Cure Period”):

a. False Statement. Any statement, representation or warranty by Recipient contained in the Application or Supporting Documents, in any funding request, this Agreement, or any other document submitted to the County related to this Agreement which is determined to be false, contains a material misrepresentation, or is misleading, as determined by the County, its auditors, or the federal government.

b. Failure to Comply with Applicable Laws. Recipient fails to comply with or satisfy any of the requirements described in paragraph 26.

c. Failure to Perform; Breach. Recipient fails to perform or breaches any obligation or requirement of this Agreement, or makes an unauthorized use of the Funds, including, by way of example, but not limited to:

i. Use of Funds that is different than the Purpose and Intended Use of Funds as detailed in Exhibit A;



ii. Use of Funds for a purpose not described in Exhibit A, even for purposes that might otherwise be considered an eligible use of Funds had the use been approved by County;

iii. Use of Funds for purposes that are not necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

iv. Use of Funds for expenditures incurred outside the time period of March 1, 2020, through December 30, 2020;

v. Failure to return unused or unspent funds on or before December 30, 2020;

d. Failure to Provide Supporting Documents and Information. Recipient fails to provide Supporting Documentation, including, but not limited to financial reports, books, records, and other documents reasonably required by the County relating to the subject matter of this Agreement, subject to a ten (10) day Cure Period.

e. Voluntary or Involuntary Insolvency. Recipient: (i) files or has filed against it a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law; (ii) makes an assignment for the benefit of its creditors; (iii) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers, or a court or government authority enters an order appointing a custodian, receiver, trustee, or other officer with similar powers, and such order is not vacated within ten (10) days; (iv) has an order entered against it for relief or approving a petition for relief, reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtor's relief law, and such order is not vacated within ten (10) days; or (v) has an order entered dissolving, winding-up or liquidating Recipient.

f. Determination regarding CARES Act. Use of the Funds for purposes that are determined not to be eligible, compliant with, or used in a manner consistent with the requirements of section 601(d) of the Social Security Act, as determined by an independent auditor, the United States Department of Treasury, or other agency charged with evaluating compliance with the requirements of the CARES Act, including internal controls, monitoring and management, and audit requirements.

g. Recoupment Request or Demand to County. A request or demand is made to the County or the United States to repay any of the Funds awarded to Recipient, subject to a determination by the County of the correctness and appropriateness of the request or demand. In such event, County shall provide written notice to the Recipient of the nature and extent of the request or demand, and, subject to the obligations of Recipient pursuant to paragraph 17, County and Recipient may mutually agree to the appropriate course of action under the circumstances.

h. Other Breach. The breach of any other material term or condition of this Agreement.

12. Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, County may take any of the following actions, individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to County at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

a. Termination. County may terminate this Agreement and the Notice of Decision by giving a written termination notice to Recipient (“Termination Notice”) and, on the date specified in such notice, all rights (but not the obligations) of Recipient under this Agreement shall terminate. Upon termination of this Agreement, County shall have no further obligation to disburse Funds to Recipient, whether or not the entire amount of Funds have been disbursed to Recipient.

b. Withholding of Funds. County may withhold all or any portion of Funds not yet disbursed pursuant to this Agreement or any other agreement with Recipient, regardless of whether Recipient has previously submitted an Application or whether County has approved a disbursement of Funds requested in any Application or funding request.

c. Repayment of Funds. County may demand the immediate return of any previously disbursed Funds that have been claimed, received, expended, or used by Recipient in breach of the terms of this Agreement or that are the subject of an Event of Default, together with interest thereon from the date of disbursement at the interest rate set forth in subparagraph f, or maximum rate permitted under applicable law (“Repayment Notice”). Recipient agrees to repay all Fund amounts which are the subject of a Repayment Notice within thirty (30) days.

d. Attorneys’ Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement by County, or because of an Event of Default, if the County is the substantially prevailing party, the County shall be entitled to recover reasonable attorneys’ fees, litigation expenses, and other costs incurred in the action or proceeding, in addition to any other relief to which it may be entitled.

e. Interest. For any amount of Funds which are the subject of an Event of Default, Recipient shall be obligated to pay interest at the rate of 18% per annum, or the maximum rate permitted under applicable law, calculated from the date of disbursement to Recipient to the date the Funds are repaid to the County.

13. Funding Termination. If prior to the disbursement of Funds to Recipient, the Funds shall become unavailable for any or no reason, this Agreement shall terminate.

14. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to its conflict of laws rules. Suit, if any, must be brought in the Circuit Court of Jackson County, Missouri.

15. Nondiscrimination. Pursuant to the Missouri Human Rights Act, the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Recipient covenants that it shall not discriminate against any employee or applicant for employment with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of a person's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law and with respect to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in places of public accommodation. Furthermore, Recipient agrees to comply with applicable federal laws, regulations, and executive orders prohibiting discrimination based on protected characteristics in the provision of services.

16. No Assignment. This Agreement and all rights, privileges, duties and obligations of Recipient hereto shall not be assigned or delegated by Recipient. Recipient is expressly prohibited from distributing the Funds to any other entity without the express written approval from County.

17. Indemnification. Recipient agrees, to the extent permitted by law, to defend, indemnify, and hold harmless County, its office holders, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Recipient, its officers, directors, employees or agents, or any other person affiliated with Recipient in applying for or accepting the Funds, in the use or expenditure of the Funds, or any other matters arising out of or relating to the Application, the Notice of Decision, or this Agreement. This paragraph is not intended to constitute a waiver of sovereign immunity on the part of either party.

18. No Agency. Recipient is solely responsible for all uses, expenditures, and activities supported by the Funds. Nothing contained in this Agreement shall be construed so as to create a partnership, agency, joint venture, employment, or any other type of relationship. Recipient shall not represent itself as an agent of the County for any purpose and acknowledges that it does not have authority to bind the County in any manner whatsoever.

19. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it will be sent by first class U.S. mail service to the address listed for County or Recipient, respectively, set forth in the signature page to this Agreement.

20. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and shall not be construed to define, limit or prescribe the scope or intent of this Agreement or any part thereof.

21. Entire Agreement. Recipient acknowledges and agrees that this Agreement represents the entire agreement between Recipient and County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

22. Authority. The undersigned persons signing this Agreement on behalf of Recipient and County represent and warrant that the appropriate governing body, board, or person has authorized and approved this Agreement and the undersigned persons have the requisite legal authority and power to execute this Agreement, and to bind the respective party to the obligations contained herein. This Agreement constitutes a valid and binding obligation of Recipient, enforceable against Recipient in accordance with its terms. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Recipient or County, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

23. Employment of Unauthorized Persons. Pursuant to §285.530, RSMo, Recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized person to perform work within the State of Missouri.

24. Other Financial Assistance. The Fund payments which are the subject of this Agreement shall be considered "other financial assistance" pursuant to 2 C.F.R. § 200.40.

25. Federal Financial Assistance. The Fund payments which are the subject of this Agreement are considered federal financial assistance subject to the Single Audit Act, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §203 regarding internal controls; §§200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, the requirements of which are incorporated herein by reference as though fully set forth herein.

26. Incorporation of Federal CARES Act Requirements. The following provisions and requirements are incorporated into this Agreement by reference, as though fully set forth herein:

- a. Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act");
- b. United States Department of Treasury, Coronavirus Relief Fund, Guidance for State, Territorial, Local, and Tribal Governments, April 22, 2020;
- c. United States Department of Treasury, Coronavirus Relief Fund, Frequently Asked Questions, updated as of May 28, 2020;
- d. Any and all subsequent guidance issued by the State of Missouri or United States, including the Department of Treasury or other federal agencies relating to the CARES Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the undersigned date.

**COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Frank White, Jr.  
Title: County Executive

Approved as to Form:

Address: 415 E 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Kansas City, MO 64106

\_\_\_\_\_  
Bryan Covinsky, County Counselor

Attest:

\_\_\_\_\_  
Mary Jo Spino, Clerk of the County Legislature

**RECIPIENT**

**I certify under the penalties of perjury set forth in Section 575.040, RSMo., that I have read the above Agreement and my statements contained herein are true and correct to the best of my knowledge.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ \_\_\_\_\_ which is hereby authorized.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. ###-####-#####

**Exhibit A**  
**[Budget]**

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**ADDENDUM TO  
AGREEMENT FOR DISTRIBUTION OF CARES ACT FUNDS**

**THIS FIRST ADDENDUM**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the undersigned Jackson County, Missouri (“County”), and the undersigned Recipient (“Recipient”) an entity which operates within said County (collectively the “Parties”).

WHEREAS, the County and Recipient entered into an Agreement for Distribution of CARES Act Funds dated July 20, 2020 (“the Prior Agreement”), whereunder County agreed to provide for reimbursement of certain COVID-19 related expenses; and,

WHEREAS, the parties now desire to extend the Agreement for an additional twelve-months at no additional cost.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Recipient respectively promise, covenant and agree with each other as follows:

1. Except as expressly provided herein, all provisions of the Prior Agreement shall remain in full force and effect pursuant to its terms.
2. This First Addendum to Agreement together with the Prior Agreement shall be extended to December 31, 2021.
3. The First Addendum shall be effective as of December 31, 2020, and shall remain in effect, together with the Prior Agreement, until December 31, 2021.
4. This First Addendum to Agreement together with the Prior Agreement, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

CITY OF GRAIN VALLEY

JACKSON COUNTY, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Frank White, Jr.  
County Executive

APPROVED AS TO FORM

ATTEST

\_\_\_\_\_  
Bryan O. Covinsky  
County Counselor

\_\_\_\_\_  
Mary Jo. Spino  
Clerk of the Legislature

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

<b>MEETING DATE</b>	02/08/2021	
<b>BILL NUMBER</b>	R21-13	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI APPOINTING MIKE SWITZER TO THE GRAIN VALLEY PARK BOARD FOR A THREE-YEAR TERM</b>	
<b>REQUESTING DEPARTMENT</b>	PARKS & RECREATION	
<b>PRESENTER</b>	Shannon Davies, Director of Parks and Recreation	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To maintain the 9 seats on the Grain Valley Park Board per state statute.	
<b>BACKGROUND</b>	This seat was vacated back in November of 2020 by Brad Welle.	
<b>SPECIAL NOTES</b>		
<b>ANALYSIS</b>		
<b>PUBLIC INFORMATION PROCESS</b>	The vacant seat was advertised on the City's Website, Facebook, Park Preview Email Blasts, and City Marquee Sign.	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Park Board Recommends Appointment	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	

**REFERENCE DOCUMENTS  
ATTACHED**

Park Board Application

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 8, 2021*

RESOLUTION NUMBER  
**R21-13**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN  
VALLEY, MISSOURI APPOINTING MIKE SWITZER TO THE GRAIN VALLEY  
PARK BOARD FOR A THREE-YEAR TERM**

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

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

**WHEREAS**, Mike Switzer is a duly qualified citizen of Grain Valley and desires to serve his community by participating on the Park Board; and

**WHEREAS**, the Mayor of Grain Valley, Chuck Johnston, wishes to appoint Mike Switzer to the Park 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 appointment of Mike Switzer to the Grain Valley Park Board.

**SECTION 2:** Mike Switzer is appointed to a three-year term.

*PASSED and APPROVED, via voice vote, (\_\_\_\_ - \_\_\_\_ ) this \_\_\_\_ Day of \_\_\_\_, 2021.*

---

Chuck Johnston  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

[R21-13]

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# CITY OF GRAIN VALLEY BOARDS & COMMISSIONS APPLICATION

Name: SWITZER MICHAEL T  
 Last First Middle

Address: RIO CANNON, ST. GRAIN VALLEY MO 64029 2  
 Street City Zip Code Ward

Contact Info.: 816-847-2180 816-942-8441 816-847-5646  
 Day Phone Evening Phone Cell Phone Fax

UTAXMITS@SBCGLOBAL.NET  
 Email Address

Education:

High School	City/State	Year of Graduation
<u>BAKER UNIVERSITY</u>	<u>B.A.</u>	<u>1982</u>
Trade/College/University	Degree	Year of Graduation
<u>HARVARD SCHOOL OF MEDICINE</u>	<u>CERTIFICATE</u>	
Post Graduate Schooling	Degree	Year of Graduation

I would like to serve on the following Board/Commission for the City of Grain Valley:

- |  |  |
|--|--|
| <input type="checkbox"/> Board of Zoning Adjustments     | <input type="checkbox"/> Construction Board of Appeals       |
| <input type="checkbox"/> Economic Development Task Force | <input checked="" type="checkbox"/> Parks & Recreation Board |
| <input type="checkbox"/> Planning & Zoning Commission    | <input type="checkbox"/> Public Works Committee              |
| <input type="checkbox"/> TIF Commission                  | <input type="checkbox"/> Transportation Committee            |

Please state why you would like to serve on this Board or Commission:  
 (Attach Additional Page if Necessary)

PARKS ARE IMPORTANT TO THE SOCIAL WELL-  
 NESS OF A COMMUNITY AND I WANT TO HELP  
 PARKS & RECREATION DEPARTMENT PUT OUT THE BEST  
 Community Involvement: PRODUCT TO THE COMMUNITY

<u>Organization</u>	<u>Positions Held</u>	<u>Membership Date(s)</u>
<u>PATHWAYS OF HONOR</u>	<u>SECRETARY</u>	<u>2014</u>
<u>GRAIN VALLEY PARTNERSHIP</u>	<u>BUSINESS MEMBER</u>	<u>2009</u>
<u>INDUSTRIAL DEVELOPMENT AUTHORITY</u>	<u>PRESIDENT</u>	<u>2018</u>

Do you have business or property interests that might place you in a conflict of interest situation should you be appointed to this Board/Commission? If so, please explain:

\_\_\_\_\_

\_\_\_\_\_



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# *Ordinances*

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

<b>MEETING DATE</b>	01/25/2021, 2/8/2021	
<b>BILL NUMBER</b>	B21-01	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To establish the Grain Valley Mercado Community Improvement District (CID).	
<b>BACKGROUND</b>	On December 9, 2020, pursuant to the Missouri Community Improvement District Act, a Petition to Establish the Grain Valley Mercado Community Improvement District, signed by (1) property owner(s) collectively owning more than fifty percent of the assessed property value of real property and (2) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Mercado Community Improvement District (the "District") was filed with the City Clerk of the City of Grain Valley, Missouri (the "City").	
<b>SPECIAL NOTES</b>		
<b>ANALYSIS</b>		
<b>PUBLIC INFORMATION PROCESS</b>	The notice of public hearing for January 25, 2021, was published in The Examiner on January 12 and January 19, 2021.	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Memo, and Petition

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-01

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
January 25, 2021 (6-0)

**AN ORDINANCE APPROVING A PETITION TO ESTABLISH THE GRAIN VALLEY  
MERCADO COMMUNITY IMPROVEMENT DISTRICT**

**WHEREAS**, Sections 67.1401 to 67.1571, RSMo as amended (the “CID Act”) authorizes the governing body of any municipal corporation, upon receipt of a proper petition and after a public hearing, to adopt an ordinance establishing a community improvement district; and

**WHEREAS**, on December 9, 2020, pursuant to the CID Act, a Petition to Establish the Grain Valley Mercado Community Improvement District, signed by (i) property owner(s) collectively owning more than fifty percent of the assessed property value of real property; and (ii) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Mercado Community Improvement District (the “District”) was filed with the City Clerk of the City of Grain Valley, Missouri (the “City”); and

**WHEREAS**, as required by the CID Act, on January 6, 2021, the City Clerk verified that the Petition substantially complies with the CID Act; and

**WHEREAS**, the Board of Aldermen, following notification by the City Clerk, conducted a public hearing on January 25, 2021, after publishing the notice specified in Section 67.1431.3 of the CID Act and Section 67.2725, RSMo, copies of which publication and mailed notices are on file with the City Clerk; and

**WHEREAS**, all persons interested in the establishment of the Grain Valley Mercado Community Improvement District were allowed an opportunity to speak at the public hearing before the Board of Aldermen.

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

**SECTION 1:** That the Petition to Establish the Grain Valley Mercado Community Improvement District (“Petition”), which is attached to this Ordinance as Exhibit A and incorporated herein, is hereby approved.

**SECTION 2:** That the Grain Valley Mercado Community Improvement District (“District”) is hereby established for the purposes set forth in the Petition, shall have all the powers and authority authorized by the Petition and by the CID Act, and that the District shall remain in existence for the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition.

**SECTION 3:** That the area within the District boundaries is a Blighted Area pursuant to the determination of blight made by the Board of Aldermen in Ordinance No. 2107, adopted September 27, 2010, in conjunction with the approval of the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan. No blight remediation in this project area has previously occurred.

**SECTION 4:** That the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development in writing pursuant to Section 67.1421.6, RSMo, and send a copy of this ordinance to said agency.

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

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN STRATTON	_____	ALDERMAN TOTTON	_____

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

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
Mayor

ATTEST:

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

# **EXHIBIT A**

Petition

(see attached)

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**PETITION TO THE CITY OF GRAIN VALLEY, MISSOURI  
TO ESTABLISH THE**

**GRAIN VALLEY MERCADO  
COMMUNITY IMPROVEMENT DISTRICT**

POSTED

DEC 09 2020

BY CITY CLERK  
JAMIE LOGAN

*Jamie Logan 2:26 pm*

---

**PETITION TO ESTABLISH THE  
GRAIN VALLEY MERCADO  
COMMUNITY IMPROVEMENT DISTRICT**

To the Board of Aldermen of Grain Valley, Jackson County, Missouri (the “**City**”):

The undersigned real property owners (the “**Petitioner**”), being the owner collectively owning

- (1) more than fifty percent (50%) by assessed value of the real property and
- (2) more than fifty percent (50%) per capita of all owners of real property

within the boundaries of the hereinafter described community improvement district, does hereby petition and request that the Board of Aldermen of the City of Grain Valley (the “**Board of Aldermen**”) create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the “**CID Act**”).

- A.**     Proposed District Name. The name for the proposed community improvement district (the “**District**”) is:

**Grain Valley Mercado  
Community Improvement District**

- B.**     Legal Description and Map. A legal description of the boundaries of the proposed District is attached hereto as **Exhibit A-1**. A map of the proposed District is attached as **Exhibit A-2**. The District is located entirely within the corporate boundaries of the City.

- C.**     Five Year Plan. A five-year plan stating a description of the purposes of the District, the improvements it will make and an estimate of costs of these improvements to be incurred is attached hereto as **Exhibit B**.

- D.**     Establishment as Political Subdivision. The District will be established as a political subdivision under the CID Act.

- E.**     Appointment of Initial Directors.

(a)     Number. The proposed district will be governed by a Board of Directors, which will consist of 5 members, whom are named and shall serve for the terms specified below.

(b)     Qualifications. Each Member of the Board (“**Director**”) shall meet the following requirements:

- (1)     be at least 18 years of age;
- (2)     be and must declare to be either an owner of real property within the District (“**Owner**”) or an authorized representative of an Owner, an owner of a business operating within the District (“**Operator**”) or an authorized representative of an Operator, or a registered voter (“**Resident**”) residing within the District, as provided in the CID Act;

(3) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

(4) except for the initial directors named in this Petition, be nominated according to a slate submitted as described in this Petition.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board of Directors to take appropriate action to remove said Director and elect a Director to serve the remainder of such Director's term.

(c) The initial directors ("**Initial Directors**") and their respective terms shall be as follows:

The Initial Board of Directors:

Timothy D. Harris	4 years
Robert de la Fuente	4 years
Sheryl Giambalvo	2 years
Stephanie Harris	2 years
Ken Murphy	2 years

**F. Director Terms; Successor Directors.** The Initial Directors shall serve for the terms described above or until his/her successor is appointed in accordance with this Petition (a "**Successor Director**"). Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term. Successor Directors shall be appointed by the Mayor, with the consent of the Board of Aldermen, in accordance with the Act and this Petition according to a slate submitted by the Board of Directors to the City Clerk, as provided below in this Section. The City Clerk shall immediately deliver the slate to the Mayor and the Board of Aldermen. The Board of Directors shall select the slate as follows:

(a) Individuals named as Successor Directors shall meet the qualifications defined in Section E of this Petition.

(b) Individuals meeting the qualifications set out in this Petition for Successor Directors must be nominated by two sitting directors.

(c) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms.

Not later than 30 days following the date the slate is submitted to the City Clerk:

(a) the Mayor shall appoint the Successor Directors according to the slate submitted, and the Board of Aldermen shall consent by resolution to the appointment; or

(b) the Mayor, or the Board of Aldermen, may reject the slate submitted and request in writing, with written reasons for rejection of the slate, that the Board of Directors submit an alternate slate.

If no action is taken within the 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the slate submitted.

If an alternate slate is requested, the Board of Directors shall, within 10 days following receipt of the written request, submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor and the Board of Aldermen. At the Board of Aldermen's next available meeting following the date the alternate slate is submitted to the City Clerk:

(a) the Mayor shall appoint the Successor Directors according to the alternate slate submitted, and the Board of Aldermen shall consent by resolution to the appointment; or

(b) the Mayor, or the Board of Aldermen, may reject the alternate slate submitted and request in writing, with written reasons for rejection of the alternate slate, that the Board of Directors submit another alternate slate.

If no action is taken by the Board of Aldermen's next available meeting date, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the alternate slate submitted.

The procedure described above shall continue until the Successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the Board of Aldermen.

**G. Total Assessed Value.** The ownership and assessed value of each parcel within the District is as shown below. The total assessed value of the Property is \$131,849. Information regarding the assessed value of each parcel is as follows:

37-530-04-01-00-0-00-000	STAR Development Corporation	\$121,536
37-530-04-23-01-1-00-000	STAR Acquisitions, Inc.	\$1,881
37-530-04-23-01-2-00-000	STAR Acquisitions & Development, LLC	\$8,432

**H. Determination of Blight, Blight remediation and Public Purpose.** The Board of Aldermen of the City determined the District is a blighted area by adoption of Ordinance No. 2107 on September 27, 2010. By approval of this Petition, Petitioners seek the Board of Aldermen's determination that the use of District revenues as described herein is reasonably anticipated to assist with remediation of the blighted conditions within the District and will serve a public purpose.

**I. Term of Existence.** The proposed maximum length of time for the existence of the

District is the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

- J. Sales Tax. Qualified voters of the CID will be asked to approve a sales tax of up to one percent (1.0%) (“**District Sales Tax**”), in accordance with the CID Act, to assist in the funding of certain improvements and services that serve the property within the District. Additional details about the District Sales Tax are set forth in the Five Year Plan attached as **Exhibit B**.
- K. Maximum Special Assessment. Petitioners do not propose that special assessments be levied within the District.
- L. Real Estate Tax and Business License Tax. Petitioners will not seek to submit to qualified voters any proposition for approval of a real property tax levy or business license taxes.
- M. No Borrowing Capacity Limitation. Petitioners do not seek limitations on the borrowing capacity of the District.
- N. No Revenue Limitations. Petitioners do not seek limitations on the revenue generation of the District.
- O. No Power Limitation. Petitioners do not seek limitations on the powers of the District.
- P. Petitioner Withdrawal Right Notice. **THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**
- Q. Severability. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

WHEREFORE, Petitioners respectfully request that the Board of Aldermen establish the requested Grain Valley Mercado Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the Board of Aldermen consent to the proposed members for the Board of Directors as set forth in this Petition, and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]

**EXECUTION PAGE FOR PETITION FOR THE CREATION OF  
GRAIN VALLEY MERCADO COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: Timothy D. Harris  
Owner's telephone number: (816) 781-3322  
Owner's mailing address: 244 W. Mill Street, Liberty, MO 64068

State what type of entity:  Corporation  General Partnership  
 Limited Partnership  Limited Liability Company  
 Partnership  Urban Redevelopment Corporation  
 Not-for-profit  Other (specify) Individual  
Corporation

Map and parcel numbers: 37-530-04-01-00-0-00-000  
37-530-04-23-01-1-00-000  
37-530-04-23-01-2-00-000

Assessed value: \$131,849

**By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.**

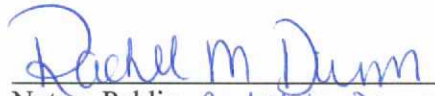
Date: 12-9-2020

  
\_\_\_\_\_  
Timothy D. Harris

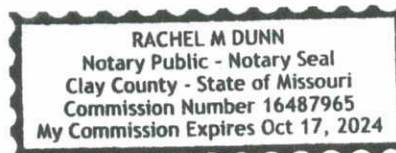
STATE OF MISSOURI )  
County of Clay )  
)

On this 9<sup>th</sup> day December, 2020, before me, a Notary Public, personally appeared Timothy D. Harris, known to me to be the person described in the foregoing instrument and who executed the same.

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

  
\_\_\_\_\_  
Notary Public: Rachel M. Dunn

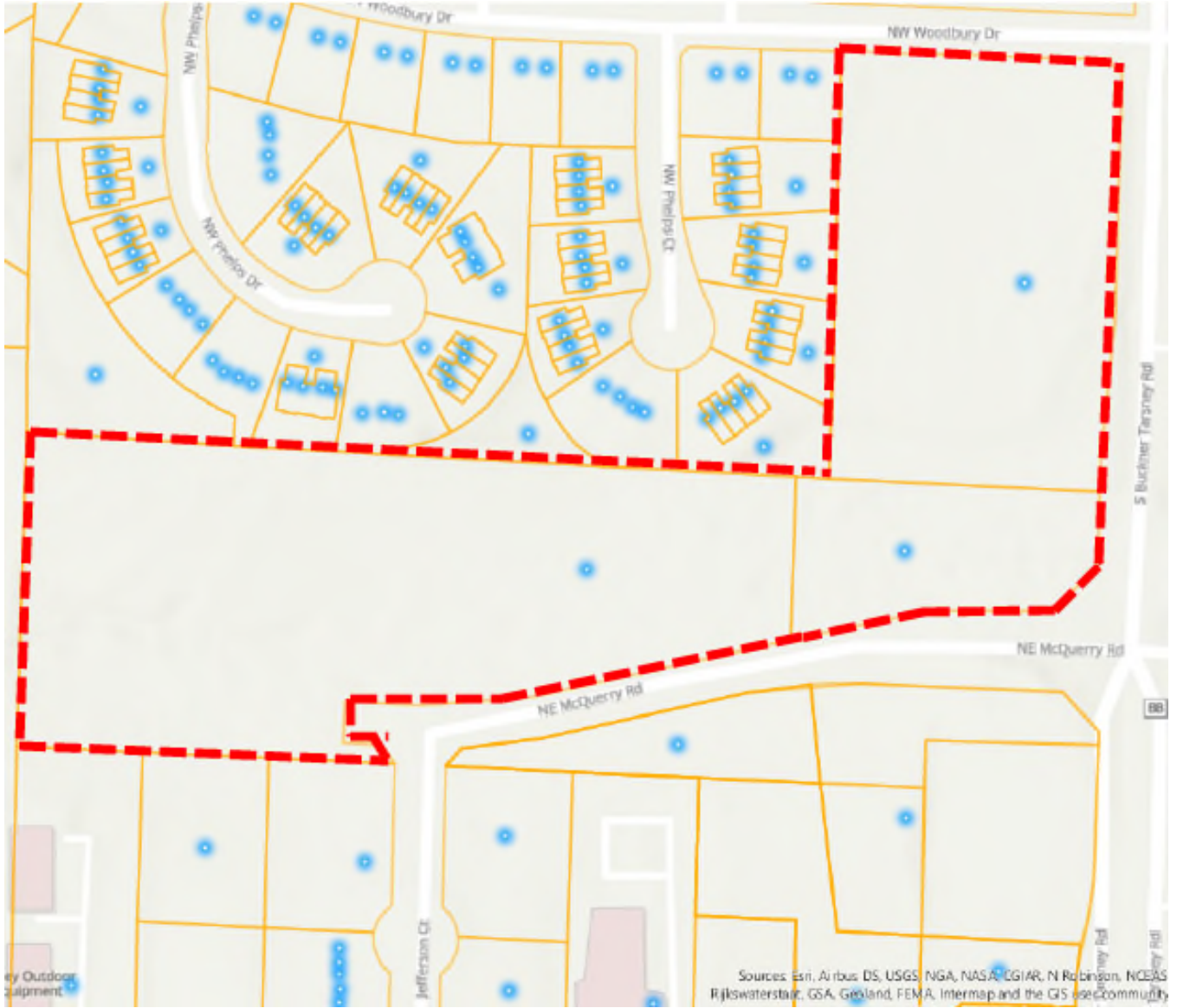
My commission expires: Oct 17, 2024



**EXHIBIT A-1**  
**DISTRICT LEGAL DESCRIPTION**

A TRACT OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 49 NORTH, RANGE 30 WEST, GRAIN VALLEY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE N01°26'19"E, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND ALONG THE WEST LINE OF LOT 2, INTERSTATE DEVELOPMENT PARK, A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, A DISTANCE OF 786.83 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE N01°26'36"E, CONTINUING ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 362.79 FEET TO THE SOUTHWEST CORNER OF WINGATE TOWNHOMES P.U.D., A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE S86°55'15"E, ALONG THE SOUTH LINE OF SAID WINGATE TOWNHOMES P.U.D., A DISTANCE OF 955.30 FEET TO THE SOUTHEAST CORNER OF SAID WINGATE TOWNHOMES P.U.D.; THENCE N01°43'40"E, ALONG THE EAST LINE OF SAID WINGATE TOWNHOMES P.U.D. AND ALONG THE EAST LINE OF LOT 24, WINGATE 1ST PLAT, A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI, A DISTANCE OF 507.91 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST WOODBURY DRIVE; THENCE S88°20'58"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 312.45 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2012E0048200; THENCE S43°17'31"E, ALONG THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 12.27 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 555 AT PAGE 88; THENCE S01°22'47"W, ALONG SAID WEST LINE, A DISTANCE OF 15.15 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND; THENCE S88°37'13"E, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 7.23 FEET TO THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 2012E0048200; THENCE S01°22'47"W, ALONG SAID WEST LINE, A DISTANCE OF 284.90 FEET; THENCE S05°32'55"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 163.68 FEET; THENCE S01°44'05"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 125.07 FEET; THENCE S46°52'51"W, ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 74.18 FEET; THENCE N89°37'12"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 142.11 FEET; THENCE S77°24'39"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 168.78 FEET; THENCE S77°30'05"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 308.70 FEET TO A POINT OF CURVE TO THE RIGHT, HAVING A RADIUS OF 485.00 FEET AND A CENTRAL ANGLE OF 15°35'08"; THENCE CONTINUING ALONG SAID NORTH LINE ON THE ARC OF THAT CURVE, A DISTANCE OF 131.93 FEET; THENCE N86°54'47"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 90.20 FEET TO THE WEST LINE OF SAID TRACT OF LAND; THENCE S03°05'13"W, ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET; THENCE S86°54'47"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 44.20 FEET; THENCE S39°35'13"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 28.01 FEET; THENCE S01°51'01"W, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 4.41 FEET TO THE NORTHEAST CORNER OF LOT 4, REPLAT OF LOT 1, INTERSTATE DEVELOPMENT PARK, A SUBDIVISION OF LAND IN GRAIN VALLEY, JACKSON COUNTY, MISSOURI; THENCE N86°54'47"W, ALONG THE NORTH LINE OF SAID LOT 4 AND ALONG THE NORTH LINE OF SAID LOT 2, INTERSTATE DEVELOPMENT PARK, A DISTANCE OF 455.80 FEET TO THE POINT OF BEGINNING. CONTAINING 11.37 ACRES, MORE OR LESS.

**EXHIBIT A-2  
BOUNDARY MAP OF THE CID**





**EXHIBIT B**  
**TO THE PETITION FOR ESTABLISHMENT**  
**OF**  
**GRAIN VALLEY MERCADO**  
**COMMUNITY IMPROVEMENT DISTRICT**  
**CITY OF GRAIN VALLEY, MISSOURI**

**FIVE-YEAR DISTRICT MANAGEMENT PLAN**

**The information and details outlined in the following pages represent the anticipated strategies, activities and improvements during the initial five-year duration of a Community Improvement District in the City of Grain Valley, Missouri. It is an integral and composite part of the petition to establish the Grain Valley Mercado Community Improvement District.**

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## **Introduction**

The Grain Valley Mercado Community Improvement District (the “**District**”) is created pursuant to Section 67.1401 through 67.1571 of the Revised Statutes of Missouri (the “**CID Act**”). Section 67.1421, RSMo, requires that the petition for the creation of the District be accompanied by a five-year plan which includes a description of the purposes of the proposed district, the improvements it will make and an estimate of the costs of such improvements. This Five-Year District Management Plan (the “**Plan**”) is designed to comply with this statutory requirement, and is appended to the Petition for Formation of the District.

### **Section 1**

#### **Why Create a Community Improvement District?**

The District is proposed to provide funding for the Improvements, Services, Formation Costs, and Operating/Administrative Costs (as those terms are defined below). The District will enter into an agreement with Timothy D. Harris or an entity he owns and controls (“**Developer**”) whereby Developer will agree to advance such costs, as necessary, and the District will use District Sales Tax (defined below) revenues collected over time to repay Developer with interest. Any obligation of the District will not be a financial obligation of the City of Grain Valley, Missouri.

### **Section 2**

#### **What is a Community Improvement District?**

A community improvement district (“CID”) is an entity that is separate from the City of Grain Valley (the “City”) and is formed by the adoption of an ordinance by the City’s Board of Aldermen following a public hearing before the Board of Aldermen regarding formation of the District. A CID may take the form of a political subdivision of the State of Missouri, or a nonprofit corporation that is formed and operated under Missouri corporation laws. CIDs are empowered to provide a variety of services and to finance a number of different types of improvements. CIDs derive their revenue from taxes and assessments levied within the boundaries of the CID. Such revenues are then used for the benefit of the properties within the CID. A CID is operated and managed by a board of directors, whose members may be appointed or elected. Board members serve for a designated period of time, and the Board positions are again elected or appointed at the expiration of each term.

### **Section 3**

#### **Management Plan Summary**

This Plan is proposed to improve and convey special benefits to properties located within the boundaries of the District by providing assistance in the construction of certain Improvements and provision of certain Services. The District in this case will take the form of a separate political subdivision of the State of Missouri, which will be governed by a Board of Directors that will consist of five members.

#### *District Formation:*

CID formation requires submission of signed petitions from a group of property owners:

- collectively owning more than fifty percent (50%) by assessed value of the real property within the District, and
- representing more than fifty percent (50%) per capita of all owners of real property within the District.

The Petition to which this Plan is attached meets these signature requirements.

*Location:*

The District is located west of S. Buckner Tarsney Road and abuts the north side of NE McQuerry Road in the City. The District will cover approximately 12 acres of land, as represented on the map included as **Exhibit 1** of this Plan.

*Assessed Value of District:*

The total assessed value of the properties within the District on the date of the Petition is \$131,849.

*Improvements:*

The District will assist in the funding of the construction of certain improvements (the “**Improvements**”), which are more particularly described in **Exhibit 2** of this Plan. The particular items included within the Improvements may be increased or amended from time to time and the costs of the Improvements to be financed by the District shall include all associated design, architecture, engineering, financing, private interest carry, legal and administrative costs of same.

*District Services:*

The District may also fund certain services within its boundaries for the benefit of the owner(s) of and tenants within the District (the “**Services**”), which are more particularly described in **Exhibit 2** of this Plan.

*Formation Costs:*

All costs, including attorneys' fees, associated with formation of the District, including, but not limited to, the preparation of the CID Petition, the negotiation and drafting of any agreements entered into upon formation of the District in furtherance of the District's purposes, and the initial implementation of the District (“**Formation Costs**”) may be reimbursed to the advancing party, or paid directly, from funds generated by the District.

*Operating/Administrative Costs:*

All costs of operating and administering the District, including, but not limited to, the costs of legal counsel, insurance premium payments, accounting services, and other outside consultants (“**Operating/Administrative Costs**”), may be reimbursed to the advancing party, or paid directly, from funds generated by the District.

*Method of Financing:*

While the District is permitted to issue notes or incur other obligations, as defined in Section 67.1401.2(10) of the Revised Statutes of Missouri, to pay for the Improvements, Services, and Formation Costs, it is anticipated that the District will enter into an agreement with Developer whereby Developer will agree to advance the costs of the Improvements, Services, Formation Costs, and Operating/Administrative Costs, as necessary, and the District will use District Sales Tax revenues collected over time to repay Developer with interest. The District Sales Tax revenues will come from the District's imposition of a sales tax on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, except the sale of motor vehicles, trailers, boats or outboard motors and sales to public utilities, all as allowed by Sections 67.1461 and 67.1545 of the Revised Statutes of Missouri (the "**District Sales Tax**").

*Cost:*

The total estimated cost of the Improvements, Services, and Formation Costs, as well as the estimated annual cost of costs of the Operating/Administrative Costs, are set forth in **Exhibit 2**.

*City Services:*

The CID Act mandates that existing City services will continue to be provided within a CID at the same level as before the District was created (unless services are decreased throughout the City) and that District services shall be in addition to existing City services. The District anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish.

*Duration:*

The proposed maximum length of time for the existence of the District is the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

*Governance:*

The District's budgets and policies may be refined annually by the District's Board of Directors. Budgets and reports will be submitted annually to the City for review and comment in accordance with the CID Act. The District will operate at all times in accordance with the District Rules and Regulations (Section 6) and the Bylaws of the District.

## **Section 4**

### **District Boundaries**

Approximately 12 acres has been identified for the District. The map of the District is attached as **Exhibit 1** to the Plan.

## **Section 5**

### **Facilities and Services to Be Provided**

As summarized above, during the first five years, the District will use District Sales Tax revenues to pay for, or repay Developer, with in interest, for Developer's advancement of the costs to

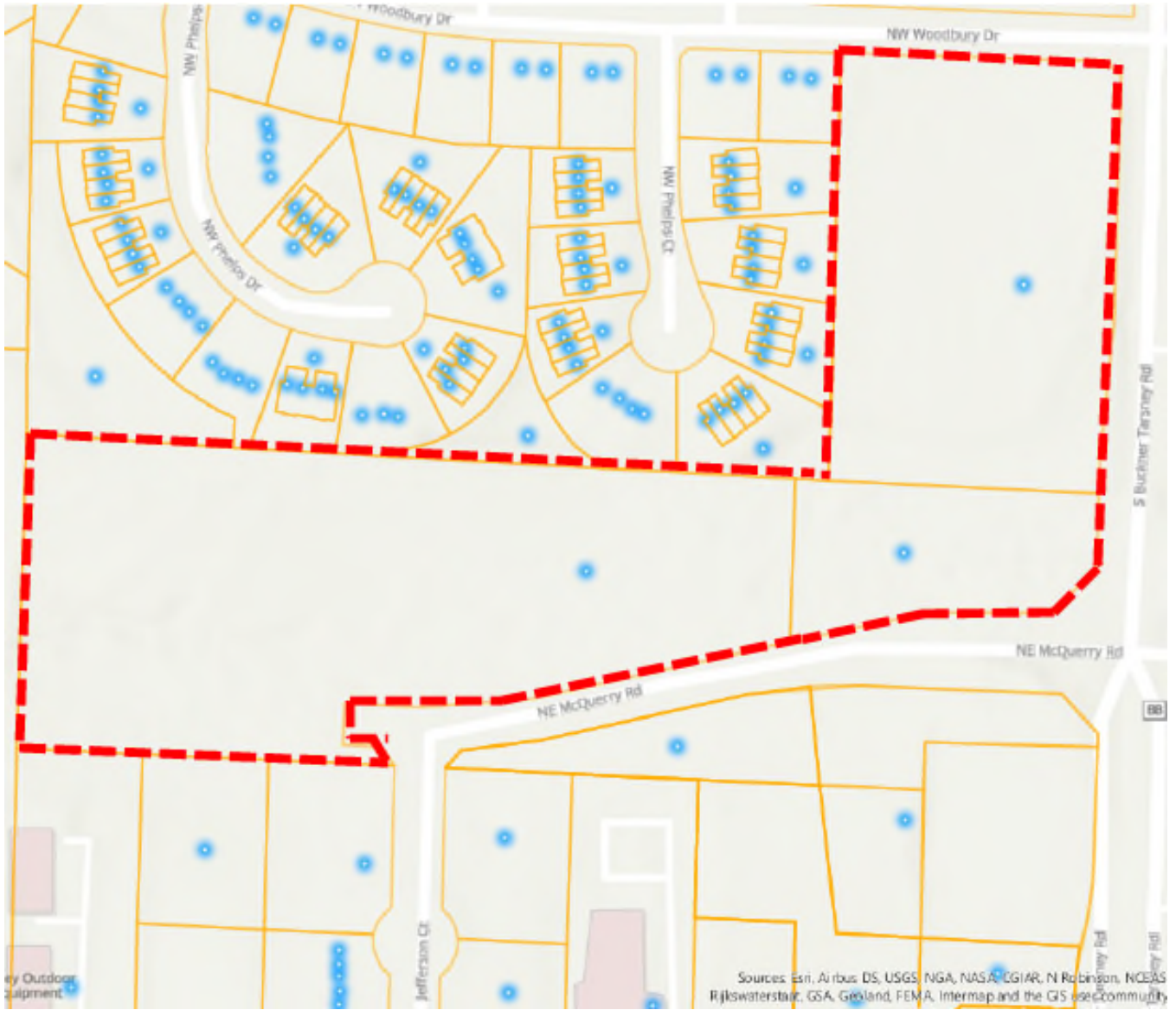
pay for, construction of the Improvements, provision of the Services, Formation Costs, and Operating/Administrative Costs.

## **Section 6**

### **District Rules and Regulations**

1. The District shall operate at all times in accordance with Bylaws that shall be adopted by the Board of Directors. The initial Bylaws to be adopted by the Board of Directors shall be in substantially the same form as the Bylaws attached to this Plan as **Exhibit 3**. At all times, the District shall conduct its proceedings in accordance with Robert's Rules of Order, except as otherwise provided in the Bylaws.
2. The District will meet on an annual or more frequent basis.
3. The District will annually prepare a budget, and an annual report describing the major activities of the District during the preceding year and upcoming year. The Budget and Report shall be submitted to the City Finance Director or City Administrator for review and comment no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year.

**EXHIBIT 1**  
**to Five Year Management Plan**  
**DISTRICT MAP**



**EXHIBIT 2**

**to Five Year Management Plan  
ESTIMATED COSTS<sup>1</sup>**

<b><u>Formation Costs:</u></b>	<b>\$25,000</b>
<b><u>Improvements:</u><sup>2</sup></b>	<b>\$411,385</b>
<b><u>Operating/Administrative Costs:</u></b>	
- First year	<b>\$7,500</b>
- Subsequent years	<b>\$5,000</b>

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
<b>Projected CID Revenues</b>	\$0	\$12,500	\$19,100	\$25,700	\$26,086
<b>Developer Advances</b>	\$443,885	\$0	\$0	\$0	\$0
<b>Expenditures:</b>					
<b>Formation Costs</b>	\$25,000	\$0	\$0	\$0	\$0
<b>Improvements</b>	\$411,385	\$0	\$0	\$0	\$0
<b>Operating/Administrative Costs</b>	\$7,500	\$5,000	\$5,000	\$5,000	\$5,000
<b>Reimbursement of Developer<sup>3</sup></b>	\$0	\$7,500	\$14,100	\$22,700	\$21,086

<sup>1</sup> It is not anticipated that CID revenues will be used to pay for Services during the first five years. It is anticipated that after reimbursement of all Formation Costs and Improvements costs, plus interest, the District will provide certain Services within the District, which may include cleaning, maintenance, and other services the District may provide under Section 67.1461, RSMO.

<sup>2</sup> Anticipated Improvements include site grading and public stormwater improvements, construction of streets/drives, and other site work/infrastructure improvements.

<sup>3</sup> Reimbursement of Developer will include interest on all reimbursable amounts.

**EXHIBIT 3  
to Five Year Management Plan**

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**BYLAWS  
OF THE  
GRAIN VALLEY MERCADO  
COMMUNITY IMPROVEMENT DISTRICT**

**ARTICLE I  
OFFICES, RECORDS, SEAL**

**1. Principal Office.** The principal office of the District shall be located at such place as may from time to time be designated by the Board.

**2. Records.** The District shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors (the “Board”) and each committee of the Board. The District shall keep a record of the name and place of residence of each director and each officer.

**3. Seal.** The Board may adopt, and may alter at its pleasure, a corporate seal, which shall have inscribed thereon the name of the District and the words: Corporate Seal – Missouri. The corporate seal may (but shall not be required to) be used by causing it, or a facsimile thereof, to be impressed or affixed or to be in any other manner reproduced.

**ARTICLE II  
PURPOSES**

The purposes of the District shall be to provide those services and improvements set forth in the petition for creation of the District (the “Petition”) and the Five Year Plan attached thereto, and for all other lawful purposes that may be authorized by the Board and permitted under Sections 67.1401 through 67.1571, RSMo (the “Act”).

**ARTICLE III  
BOARD**

**1. Powers of Board.** The Board shall have and is vested with all powers and authorities granted by the Act, except as it may be expressly limited by law or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of the District, to determine the policies of the District, to do or cause to be done any and all lawful things for and on behalf of the District, to exercise



or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes.

**2. Official Actions.** In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

**3. Number of Directors; Qualifications.** The number of directors of the District to constitute the Board shall be five (5). The initial directors constituting the Board (the “Initial Directors”) were set forth in the Petition, and successors to the Initial Directors (the “Successor Directors”) shall be appointed by the Mayor with the consent of the Board of Aldermen by resolution according to a slate submitted by the Board to the City Clerk, as set forth in the Petition and pursuant to the Act. The number of directors may not be increased or decreased. Each director shall: i) be at least eighteen (18) years of age, ii) an owner of real property (“Owner”), or such Owner’s legally authorized representative, an owner of a business operating within the District (“Operator”), or such Operator’s legally authorized representative, or a registered voter residing within the boundaries of the District (“Resident”), as provided by the Petition and the Act, and iii) be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution.

**4. Commencement of Term of Office of Directors.** A director shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time such director accepts the office of director either by a written acceptance or by participating in the affairs of the District at a meeting of the Board or otherwise.

**5. Length of Term of Office of Directors.** In accordance with Section 67.1451, RSMo, the length of the term of the Initial Directors is stated in the petition for formation of the District, and Successor Directors shall serve for a four (4) year term or until his/her successor is appointed in accordance with these Bylaws, the Petition, and the Act. If for any reason a director is not able to serve his/her term, the remaining directors shall elect an interim director (“Interim Director”) to fill the vacancy for the unexpired term.

**6. Removal for Cause.** In accordance with Section 67.1451.7, RSMo, any director may be removed for cause by a two-thirds affirmative vote of the Board (four directors). Written notice of the proposed removal shall be given to all directors prior to action thereon. Any director’s failure to meet the qualification requirements set forth above, either in a director’s individual capacity or in a director’s representative capacity, shall constitute cause for the Board to take appropriate action to remove said director.

**7. Resignation.** Any director may resign from the Board. Such resignation shall be in writing addressed to the Secretary of the District and shall be effective immediately or upon its acceptance by the Board as such resignation may provide.

**8. Vacancy.** In accordance with Section 67.1451.4, RSMo, in the event of a vacancy on the Board prior to the expiration of a director’s term, the remaining directors shall elect an Interim Director to fill the vacancy for the unexpired term. At the expiration of the remaining term of the Interim Director, a Successor Director shall be appointed as set forth in Section 3 above.

**9. Compensation of Directors.** No director shall receive compensation from the District for any service such director may render to it as a director. A director may be reimbursed for his or her

actual expenses reasonably incurred in and about such director's performance of his or her duties as a director.

**10. Committees.** The Board shall have no authority to appoint an executive committee or any other committee having the authority of the Board. The Board may create and appoint such committees as it deems necessary and advisable to conduct studies and reviews and provide advice and recommendations to the Board.

#### **ARTICLE IV** **MEETINGS AND PROCEDURES**

**1. Procedural Rules.** All meetings and proceedings of the District shall be in accordance with Robert's Rules of Order except as otherwise directed by these Bylaws.

**2. Place.** Meetings of the Board of the District shall be held at the principal office of the District, as designated by the Board, or at any other place as may be determined from time to time by the Board.

**3. Notice of Meetings.** Meetings may be called by the Chairman, the Secretary or by a majority of the Board by written notice calling the same and given in the manner hereinafter provided. Written notice stating the time, date, place and tentative agenda of a meeting shall be delivered to each director not less than twenty four (24) hours before the time of the meeting, either personally, by mail or by facsimile. If mailed, such notice shall be deemed to be delivered three days after depositing such notice in the United States mail addressed to the director at such director's address as it appears on the records of the District, with postage thereon prepaid.

**4. Waiver of Notice.** Any notice provided or required to be given to the directors may be waived in writing by any of them whether before or after the time stated therein. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where the director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**5. Quorum.** The presence of a majority of the Board shall be requisite for and shall constitute a quorum for the transaction of business at all meetings. Vacant positions are not counted in determining a majority of the Board. The acts of directors, in accordance with Robert's Rules of Order, who are present at a meeting at which a quorum is present shall be valid as the act of the Board except in those specific instances in which a larger vote may be required according to Robert's Rules of Order, by law or these Bylaws.

**6. Adjournment.** Whether or not a quorum shall be present at any such meeting, the directors present shall have power to adjourn the meeting, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that could have been transacted at the original session of the meeting.

**7. Voting.** Each director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for decision. If a roll call is taken, all votes shall be recorded so as to attribute each "aye" and "nay" vote, or abstinence if not voting, to the name of the respective director.

**8. Official Actions.** In accordance with Section 67.1451.8, RSMo, all official acts of the Board shall be by written resolution approved by the Board.

**9. Meeting by Conference Telephone.** Members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. Notice for such meetings shall designate a place where members of the public may hear the conference call for purposes of complying with Chapter 610 of the Revised Statutes of Missouri, as amended (the “**Sunshine Law**”).

**10. Compliance with State Sunshine Law.** The District is a “public governmental body” pursuant to the Sunshine Law; therefore, notwithstanding any other provision of these Bylaws and in addition to any requirements of these Bylaws, the District shall give notice of and conduct all meetings of the Board in accordance with the Sunshine Law.

## ARTICLE V **OFFICERS**

**1. General.** The officers of the District shall be a Chairman, an Executive Director, a Secretary, a Treasurer and such other officers as the Board may appoint. The officers shall be appointed from among the members of the Board and shall at all times while holding such offices be members of the Board. Any two or more offices may be held by the same person.

**2. Election and Terms of Office.** Initially, the officers shall be appointed by the Board named in these Bylaws at the first meeting of that body, to serve until the first annual meeting of the Board and until their successors are duly elected and qualified.

At the first and each subsequent annual meeting of the Board, the Board shall appoint officers to serve until the next annual meeting of the Board and until their successors are duly appointed and qualified.

An officer shall be deemed qualified when such officer enters upon the duties of the office to which such officer has been appointed and furnishes any bond required by the Board or these Bylaws; but the Board may also require of such person a written acceptance and promise faithfully to discharge the duties of such office.

The term of office of each officer of the District shall terminate at the annual meeting of the Board next succeeding his or her appointment and at which any officer of the District is appointed unless the Board provides otherwise at the time of his or her appointment.

**3. Removal.** If for any reason any officer who is also a member of the Board ceases to be a member, then such officer shall be deemed automatically removed from office in the District.

**4. Compensation of Officers.** No officer who is also a member of the Board shall receive any salary or compensation from the District for any services such officer may render to it as an officer. Salaries and compensation of all other officers, agents and employees of the District, if any, may be fixed, increased or decreased by the Board, but until action is taken with respect thereto by the Board, the same may be fixed, increased or decreased by the Chairman, or such other officer or officers as may be empowered by the Board to do so; provided, however, that no person may fix, increase or decrease

his or her own salary or compensation. Each officer may be reimbursed for such officer's actual expenses if they are reasonable and incurred in connection with the purposes and activities of the District.

**5. Vacancies.** Vacancies caused by the death, resignation, incapacity, removal or disqualification of an officer of the District shall be filled by the Board at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board, and until such officer's successor is duly elected and qualified.

**6. The Chairman.** The Chairman shall be the chief executive officer of the District, shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and shall carry into effect all directions and resolutions of the Board. The Chairman shall preside at all meetings of the Board at which he or she may be present.

The Chairman may execute all bonds, notes, debentures, mortgages, and other contracts requiring a seal, under the seal of the District and may cause the seal to be affixed thereto, and all other instruments for and in the name of the District.

The Chairman shall have the right to attend any meeting of any committee of the Board and to express his or her opinion and make reports at such meeting; provided, however, that unless the Chairman shall be specifically appointed to any committee, the Chairman shall not be considered to be a committee member or have the right to vote or be counted for the purpose of determining a quorum at any such meeting.

The Chairman shall have such other duties, powers and authority as may be prescribed elsewhere in these Bylaws or by the Board.

**7. The Secretary.** The Secretary shall attend the meetings of the Board and shall record or cause to be recorded all votes taken and the minutes of all proceedings in the minute book of the District to be kept for that purpose. The Secretary shall perform like duties for any committee established pursuant to these Bylaws when requested by such committee to do so. The Secretary shall be the custodian of all the books, papers and records of the District and shall, at such reasonable times as may be requested, permit an inspection of such books, papers and records by any director of the District. The Secretary shall upon reasonable demand furnish a full, true and correct copy of any book, paper or record in his or her possession. The Secretary shall be the administrative and clerical officer of the District under the supervision of the Chairman and the Board.

The Secretary shall keep in safe custody the seal of the District and when authorized to do so shall affix the same to any instrument requiring the seal, and when so affixed, the Secretary shall attest the same by his or her signature.

The Secretary shall have the principal responsibility to give or cause to be given notice of the meetings of the Board, but this shall not lessen the authority of others to give such notice as provided in these Bylaws.

The Secretary shall have the general duties, powers and responsibilities of a secretary of a district and shall have such other or further duties or authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

**8. Treasurer.** The Treasurer shall have supervision and custody of all moneys, funds and credits of the District and shall cause to be kept full and accurate accounts of the receipts and disbursements of the District in books belonging to it. The Treasurer shall keep or cause to be kept all other books of account and accounting records of the District as shall be necessary, and shall cause all moneys and credits to be deposited in the name and to the credit of the District in such accounts and depositories as may be designated by the Board. The Treasurer shall disburse or supervise the disbursement of funds of the District in accordance with the authority granted by the Board, taking proper vouchers therefor. The Treasurer shall be relieved of all responsibility for any moneys or other valuable property or the disbursement thereof committed by the Board to the custody of any other person or district, or the supervision of which is delegated by the Board to any other officer, agent or employee.

The Treasurer shall render to the Chairman or the Board, whenever requested by them, an account of all transactions as Treasurer and of those under the Treasurer's jurisdiction and the financial condition of the District.

The Treasurer shall have the general duties, powers and responsibilities of a treasurer of a district, shall be the chief financial and accounting officer of the District and shall have and perform such other duties, responsibilities and authorities as may be prescribed from time to time by the Board.

**9. The Executive Director.** The Executive Director shall execute documents, take any action and perform any further duties as may be prescribed from time to time by the Board.

**10. Other Agents.** The Board from time to time may also appoint such other agents for the District as it shall deem necessary or advisable, each of whom shall serve at the pleasure of the Board or for such period as the Board may specify, and shall exercise such powers, have such titles and perform such duties as shall be determined from time to time by the Board or by an officer empowered by the Board to make such determinations.

**11. Duties of Officers May Be Delegated.** If any officer of the District be absent or unable to act, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person, provided a majority of the whole Board concurs therein.

## **ARTICLE VI** **GENERAL PROVISIONS**

**1. Contracts.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the District. All contracts shall be approved by written resolution of the Board.

**2. Depositories and Checks.** The moneys of the District shall be deposited in such manner as the Board shall direct in such banks or trust companies as the Board may designate and shall be drawn out by checks or drafts signed in such manner as may be provided by resolution adopted by the Board.

**3. Bonds.** The Board may require that any officer or employee handling money of the District be bonded at the District's expense, in such amounts as may be determined by the Board.

**4. Custodian of Securities.** The Board may from time to time appoint one or more banks or trust companies to act for reasonable compensation as custodian of all securities and other valuables owned by the District, and to exercise in respect thereof such powers as may be conferred by resolution of the Board. The Board may remove any such custodian at any time.

**5. Fiscal Year.** The District's fiscal year shall begin on January 1 of each year and end on December 31 of the following year.

**6. Certain Loans Prohibited.** The District shall not make any loan to any officer or director of the District. No loans shall be contracted on behalf of the District and no evidence of any financial obligation shall be issued in its name unless authorized by resolutions of the Board of the District.

**7. Indemnification and Liability of Directors and Officers.** Each person who is or was a director or officer of the District (including the heirs, executors, administrators and estate of such person) shall be indemnified by the District as of right to the full extent permitted or authorized by the laws of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, cost and expense (including attorneys' fees) asserted or threatened against or incurred by such person in such person's capacity as or arising out of such person's status as a director or officer of the District. The indemnification provided by this Bylaw provision shall not be exclusive of any other rights to which those indemnified may be entitled under any other bylaw provision or under any agreement, vote of disinterested directors or otherwise, and shall not limit in any way any right which the District may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

No person shall be liable to the District for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by such person as a director or officer of the District if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or upon statements made or information furnished by directors, officers, employees or agents of the District which such person had no reasonable grounds to disbelieve.

**8. Absence of Personal Liability.** The directors and officers of the District are not individually or personally liable for the debts, liabilities or obligations of the District.

**9. Budgets.** The District will annually prepare a budget for the upcoming fiscal year and submit it to the City between July 4 and October 2. The budget shall set forth the expected expenditures, revenues, and rates of taxes for the following fiscal year. The Board of Aldermen, in its discretion, may review and comment on the submitted budget, and if comments are given, the comments

must be submitted to the District no later than November 1. At the District's annual meeting, which is to be held no later than December 1, the District must adopt a budget for the next fiscal year.

**10. Annual Report.** No later than April 30, the District must also submit a report to the City Clerk and the Missouri Department of Economic Development stating the services provided by the District, revenues collected and expenditures made by the District during the previous fiscal year, along with copies of all resolutions approved by the Board during such fiscal year.

## **ARTICLE VII** **AMENDMENTS**

The Board of the District shall have the power to make, alter, amend and repeal the Bylaws of the District and to adopt new Bylaws, which power may be exercised by a vote of a majority of the members of the full Board. The District shall keep at its principal office a copy of the Bylaws, as amended, which shall be open to inspection by any member of the Board at all reasonable times during office hours.

**CERTIFICATE TO BYLAWS**

The foregoing Bylaws were duly adopted as and for the Bylaws of the Grain Valley Mercado Community Improvement District by the Board of said District at its meeting held on \_\_\_\_\_, 2020.

\_\_\_\_\_

\_\_\_\_\_  
Executive Director of the District

\_\_\_\_\_

\_\_\_\_\_  
Secretary of the District



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## CITY OF GRAIN VALLEY, MISSOURI

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711 Main Street, Grain Valley, Missouri 64029  
(PH) 816-847-6200  
kmurphy@cityofgrainvalley.org

**TO:** Mayor & Board of Aldermen

**FROM:** Ken Murphy, City Administrator

**DATE:** January 25, 2021

**RE:** Petition for the Establishment of the Grain Valley Mercado Community Improvement District

On December 9, 2020, pursuant to the Missouri Community Improvement District Act (§§ 67.1401 to 67.1571, RSMo) (the “CID Act”), a Petition to Establish the Grain Valley Mercado Community Improvement District, signed by (1) property owner(s) collectively owning more than fifty percent of the assessed property value of real property and (2) more than fifty percent of the per capita owners of all real estate within the boundaries of the proposed Grain Valley Mercado Community Improvement District (the “District”) was filed with the City Clerk of the City of Grain Valley, Missouri (the “City”). The City Clerk, with the assistance of the City’s special economic development counsel, has reviewed the petition, and has determined that the petition substantially complies with the CID Act. A public hearing for consideration of the establishment of the District was set and all proper notice required by law was provided. In accordance with the CID Act, the Board of Aldermen must now hold a public hearing to hear all reasonable protests, objections and endorsements regarding the District and consider the adoption of an ordinance approving the petition and establishing the District.

### **Background**

STAR Acquisitions, Inc. (the “Applicant”) approached the City of Grain Valley, Missouri (the “City”) looking for incentives for a redevelopment project. The City and Applicant worked out a comprehensive incentive program for implementation of a proposed community improvement district (“CID”), transportation development district (“TDD”), and a sales tax reimbursement agreement for development of property for a proposed development which is expected to provide approximately 85,000 square feet of fast food, retail, office, and industrial users. The Development Project is generally located at the northwest corner of the I-70/Buckner Tarsney Road interchange, south of NW Woodbury Drive and north of NW Jefferson Street (the “Development Area”). It is anticipated that the Applicant will begin construction of the Development Project by December 31, 2021. Completion of the project is anticipated to be December 31, 2024, but the parties hereto acknowledge and agree that the actual timing for completion of the Development Project will depend on tenant/user demand.

The Applicant understands that approval of the CID Petition, TDD Petition, and Sales Tax Reimbursement Agreement are subject to the sole discretion of the Board of Aldermen. In the coming weeks, the City and Applicant will negotiate a comprehensive development agreement which will include detailed provision relating to the implementation of the CID, TDD, and Sales Tax Reimbursement, if approved.

The TDD Petition has been submitted and is currently being evaluated by the Jackson County Circuit Court. The hearing date for the TDD Petition is expected no later than March 2021.

### **Procedural Steps**

The proceedings associated with the consideration of the Petition are generally as follows:

- Public hearing is opened.
- Presentation on basic community improvement district law by the City’s special counsel for economic development.
- Presentation of the CID Petition by the Developer.
- City Staff comments on the CID Petition by the City’s special counsel for economic development issues.
- Questions and discussion of CID Petition by Mayor and Board
- Public comments, including but not limited to all reasonable protests, objections, and endorsements.
- Public hearing is closed.
- Motion regarding the Petitioner’s request to establish the District and first reading of related ordinance.

### **Summary of Contents of CID Petition**

- **Petitioners:** Signed by more than 50% of the owners of property located within the proposed district measured on a “per-capita” and an assessed value basis. The Petition was signed by 3 of 3 property owners (or 100% of the owners per capita). The property owners which signed the petition collectively own approximately 100% of the assessed value of real property within the boundaries.
- **Name of District:** Grain Valley Mercado Community Improvement District.
- **Map and Legal Description:** A legal description and map of the District were attached to the Petition as required by statute.
- **District Type:** The District will be established as a political subdivision of the State of Missouri.
- **District Governance:**
  - The District will be governed by a Board of Directors having 5 members.
  - The members of the Board of Directors are named in the Petition and will have initial terms of either 4 or 2 years as required by the CID Act.
  - Successor Directors will be appointed by the Mayor with the consent of the Board of Aldermen from a slate of nominees supplied by the District’s Board.
- **Funding Mechanism:**

- The Developer is requesting the authority to impose a 1% CID sales tax on all eligible retail sales within the District, as allowed under the CID Act and suggested by City Staff.
- **Term of Existence:** The Petition requests that the CID remain in existence for the earlier of: (i) reimbursement of all CID reimbursable costs with interest as set forth in an intergovernmental cooperative agreement to be entered into by and between the District and the City; or (ii) thirty (30) years from the date of the ordinance approving the Petition.
- **Blight Determination:** That the area within the District boundaries is a Blighted Area pursuant to the determination of blight made by the Board of Aldermen in Ordinance No. 2107, adopted September 27, 2010, in conjunction with the approval of the Grain Valley Marketplace Tax Increment Financing Redevelopment Plan.
- **Five Year Plan:**
  - The CID Act requires a CID petition to include a five-year plan describing the purposes of a district, the services it will provide, the improvements it will make and the estimated costs of the services and improvements to be incurred.
  - District Purposes:
    - Provide for administration and operation of the District
    - Provide for CID Improvements
      - Site grading
      - Public stormwater improvements
      - Construction of streets/drives
      - Site work/infrastructure improvements
      - All associated design, architecture, and engineering for the above listed improvements
    - Provide for CID Services
      - Legal, accounting, and insurance expenses - annually
      - Impose a district sales tax – 1%
  - Estimated Costs of CID Improvements and related soft costs and financing in the first 5 years: \$436,385.
  - Estimated Costs of CID Services in the first 5 years: \$0 (see footnote 1 of Petition, Exhibit 2.)
  - Estimated Costs of District Operating/Administration in the first 5 years: \$27,500.
  - Estimated Administration Fee to the City in the first 5 years: \$833.86
  - Total Estimated Costs in first 5 years \$529,271.
  - Total Estimated District Revenue in the first 5 years: \$83,386.

### **Planned Improvements**

Currently, the District Area is owned by one property owner. The Project Developer/Petitioners are requesting formation of the District to assist in the funding of public improvements, which consist of site grading, public stormwater improvements, construction of streets/drives, site work/infrastructure improvements, and CID eligible costs/improvements. CID will pay for CID eligible development costs that are not already being offset by TDD revenues and Sales Tax Reimbursement.

The public improvements will include necessary traffic improvements to the interchange required by MoDOT, including additional left turn lanes and traffic signal retrofits. These improvements were an unanticipated development cost since the City and MoDOT had just improved the interchange less than 10 years prior, which design was supposed to provide at least 20 years of traffic capacity in this area. The cost of the MoDOT improvements is estimated to be approximately \$400,000, plus design and other soft costs. In addition, public improvements to the Development Area include, without limitation, transportation, and storm sewer improvements, all of which are anticipated to be reimbursed by CID and TDD revenues to the extent permitted by Missouri statutes.

**Financing**

The total cost of the Development Project is estimated to be \$15,706,411. The private portion of the total cost of the Development Project is estimated to be \$14,506,411. The public improvements portion of the total cost of the Development Project is estimated to be \$1,200,000 or 7.6% of the total project costs.

A CID sales tax in the amount of 1.0% would be levied within the Development Area. The Applicant will utilize non-captured CID revenues for the reimbursement of reimbursable project costs as permitted by state statute. Captured CID revenues would be collected in the TIF Special Allocation Fund for reimbursement to the City for its costs to reconstruct the interchange. Initial estimates of the amount of CID revenues (excluding CID revenues captured as EATs) available to pay for and/or reimburse Development Project costs is \$358,040 (plus reimbursable interest thereon, as discussed below

**Next steps**

If the Board of Aldermen approves of this request, the following steps will occur on the following estimated schedule to move the project forward:

<u>Event</u>	<u>Schedule</u>
Public Hearing and First Reading of Ordinance Approving Community Improvement District (CID)	January 25, 2021
Second Reading of Ordinance Approving CID	February 8, 2021
District holds first Board Meeting and adopts resolution to impose CID sales tax	During February/March 2021
District’s Board of Directors works with City and Developer to negotiate cooperative agreement	Ongoing
District holds sales tax election	Early June 2021

District sales tax effective date

October 1, 2021

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

<b>MEETING DATE</b>	2/8/2021	
<b>BILL NUMBER</b>	B21-02	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A VEHICLE TOW YARD</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	The applicant is requesting a conditional use permit to operate a vehicle tow impound yard on approximately 1.4 acres. The property is generally located 250 feet west of Jefferson Court on the north side of Jefferson Street, aka 350 NW Jefferson Street.	
<b>BACKGROUND</b>	The 1.4 acres is comprised of two parcels. Both parcels are zoned Downtown/Transition Overlay District. According to applicant, they have been operating as tow lot for 15 years at this location. According to applicant, they were told by city that their conditional use permit issued at previous location, 704 Squire Court, was transferable to the Jefferson Street property. City Code Section 400.240 A.4 states "A [conditional use] permit cannot be assigned or transferred to a different parcel of land".	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	Please refer to Staff Report	

<p><b>PUBLIC INFORMATION PROCESS</b></p>	<p>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.</p>
<p><b>BOARD OR COMMISSION RECOMMENDATION</b></p>	<p>The Planning and Zoning Commission held a public hearing on Wednesday, January 13, 2021. The Commission recommends approval of the conditional use permit by a vote of 4 to 1 for a period of one year subject to: 1) the property shall not be used for salvage and only a tow yard; and 2) no driveway will be allowed to access the property on the north side when NW Bush Street is extended.</p>
<p><b>DEPARTMENT RECOMMENDATION</b></p>	<p>Staff recommends approval</p>
<p><b>REFERENCE DOCUMENTS ATTACHED</b></p>	<p>Ordinance, application, applicant's statement, deed of trust, aerial map, Ordinance 1648, Staff Report</p>



**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-02

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

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A VEHICLE  
TOW YARD**

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

**WHEREAS**, a public hearing was held on January 13, 2021 in which the Planning and Zoning Commission recommended approval of a conditional use permit by a vote of 4 to 1 subject to three conditions for a vehicle tow yard on approximately 1.4 acres generally located 250 feet west of Jefferson Court on the north side of Jefferson Street in the City of Grain Valley, Missouri aka 350 NW Jefferson Street; 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 February 8, 2021; 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 vehicle tow yard is hereby approved subject to the following conditions:

- 1) The Conditional Use Permit will expire in 1 year from the date of the Board of Aldermen ordinance.
- 2) The property shall not be used for salvage and only a tow yard.
- 3) No driveway shall be allowed to access the property on the north side when NW Bush Street is extended.

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

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN STRATTON	_____	ALDERMAN TOTTON	_____

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

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
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: 350 NW Jefferson

Subdivision: Interstat Dev. Park Lot # Replat of Lot 4 Zoning District: C2 (Transition Overlay)

Description of Request: Salvage/tow yard

### APPLICANT INFORMATION

Name: Homer (Bill) & Laura Pearce

Company: Kustom Cruzers

Address: 350 NW Jefferson St

Telephone: 847-2311 Fax: 847-2620 E-mail: kustomcruzers@sbcglobal.net

Property Owner: Homer (Bill) Pearce & Laura Pearce

Additional Contact(s): Laura Pearce

Type of Application: Check Type & Submit Corresponding Requirements	Submittal Requirement List:
<input type="checkbox"/> Rezoning 1 • 2 • 5 • 10 • 11 • 14	1 Legal description of subject property
<input type="checkbox"/> Ordinance Amendment 10	2 Map depicting general location of site
<input checked="" type="checkbox"/> Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3 Summary Site Analysis depicting current character of site
<input type="checkbox"/> Temporary Use Permit 2 • 10 • 14	4 Preliminary Plat (3 full size copies)
<input type="checkbox"/> Preliminary Plat 1 • 3 • 4 • 14	5 Preliminary Development/ Site Plan (6 copies)
<input type="checkbox"/> Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6 Final Plat (6 copies)
<input type="checkbox"/> Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	7 Final Development/ Site Plan (6 copies)
<input type="checkbox"/> Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8 Landscaping Plan (6 copies)
<input type="checkbox"/> Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15	9 Building Elevations (6 copies)
<input type="checkbox"/> Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10 Written description of the proposal
<input type="checkbox"/> Future Land Use Map (Refer to page 9)	11 List of property owners within 185 feet
<b>Note:</b> Include at least one 8 ½ x 11 copy of all drawings and plans with all applications.	12 Construction plans for all public works improvements (6 copies)
	13 Copies of tax certificates from City and County
	14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner
	15 Off-site easements if necessary
	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.]

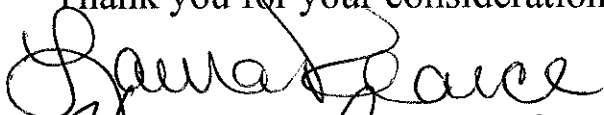
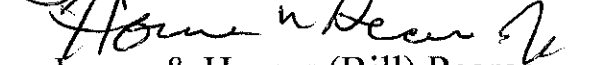
The applicant hereby agrees that all information is provided as required with this application and the City Code:

Applicant's Signature: [Signature] Date: 11/5/2020  
 Applicant's Signature: [Signature] Date: 11/5/2020

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We own a collision center & have a large back lot that we use to store wrecked vehicles, salvage vehicles & towed vehicles. We have been using our lot as stated for 15 years under the assumption that our prior received permit was still active. We are looking to continue using our property as a salvage/tow lot therefore we need to update/renew our special/conditional use permit. Per ordinance we have an eight foot fence, 6 feet being privacy with a 2 foot barb wire section at top totaling 8 feet.

Thank you for your consideration

  
  
Laura & Homer (Bill) Pearce  
Kustom Cruzers Collision Center

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#14



ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI  
08/01/2012 09:57:28 AM  
DT FEE: \$ 45.00 9 Pages

INSTRUMENT NUMBER:  
2012E0082431

When recorded return to:  
Homestead Title Company  
14111 S Mur Len Road  
Olathe, KS 66062  
913-390-8880  
File #12-10629JAC

**DEED OF TRUST**  
(Participation)

THIS DEED OF TRUST, made this 31<sup>st</sup> day of July, 2012, by and between Homer W Pearce, Jr & Laura J Pearce, husband and wife and Kustom Cruzers Auto Body, LLC, a Missouri Limited Liability Company, co borrowers, hereinafter referred to as "Grantor," whose address is 350 W Jefferson, Grain Valley, MO 64029

Nachman Law, hereinafter referred to as "Trustee," whose address is 4550 Belleview, Kansas City, Missouri, 6411, and

Heartland Business Capital, Inc., a Kansas certified development corporation certified by the United States Small Business Administration, Grantee, hereinafter referred to as "Beneficiary," who maintains an office and place of business at 8900 Indian Creek Parkway, Suite 150, Overland Park, KS 66210, Grantee.

WITNESSETH, that for and consideration of \$0.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successor and assigns, all of the following described property situated and being in the County of Jackson, State of Missouri.

See Exhibit A

Together with all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditions, apparatus, and elevators (the Grantor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property.

To have and to hold the same unto the Trustee, and the successor in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a promissory note dated July 31, 2012 in the principal sum of \$171,000.00

Homestead Title 12-10629 JAC

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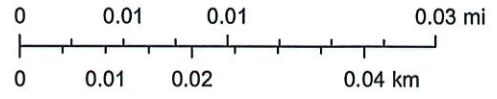




December 28, 2020

- Tax Parcels
- Addresses
- Red: Band\_1
- Blue: Band\_3
- Green: Band\_2

1:1,128



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CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

BILL NO. 04-31

ORDINANCE NO. 1648  
FIRST READING 5.24.04 (5-0)  
SECOND READING 5.24.04

INTRODUCED BY: Olivarez  
*Emergency (Agenda amended)*

**AN ORDINANCE APPROVING A CONDITION USE PERMIT FOR  
KUSTOM KRUZERS AUTO BODY FOR A SALVAGE/TOW YARD**

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

**WHEREAS,** the Board of Aldermen has considered this Conditional Use Permit and deemed it to be within to be in the best interest of the City, and.

**WHEREAS,** a public hearing was held on May 12 and May 24, 2004 for citizens' for input.

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

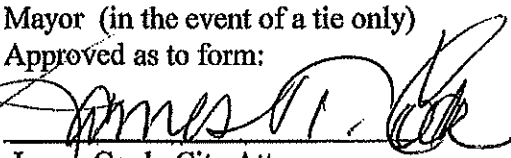
A Conditional Use Permit is granted for a Salvage/Tow yard at the parcel described below.

704 Squire Court,  
Lot 2 of Squire Center Industrial Park

Read two times and PASSED by the Board of Aldermen this 24<sup>th</sup> day of MAY, 2004, the aye and nay votes being recorded as follows:

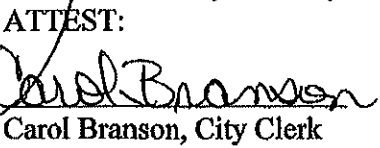
ALDERMAN PIOTROWSKI YES  
ALDERMAN WHITTON YES  
ALDERMAN TODD YES

ALDERMAN SCULLY YES  
ALDERMAN OLIVAREZ YES  
ALDERMAN HALPHIN ABSENT

Mayor (in the event of a tie only)  
Approved as to form:  


  
Brad Knight, Mayor

James Cook, City Attorney

ATTEST:  
  
Carol Branson, City Clerk

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**BOA Staff Report**  
**Kustom Cruzers**  
**February 8, 2021**

**ACTION:** Requesting a Conditional Use Permit for a vehicle salvage/tow yard on approximately 1.4 acres. The property is zoned Downtown/Transition Overlay District. The 1.4 acres is generally located 250 feet west of Jefferson Court on the north side of Jefferson Street, 350 NW Jefferson Street.

**PURPOSE:** To use the lot in the rear of the property to store wrecked vehicles, salvage vehicles and towed vehicles.

**ANALYSIS:** The applicant/property owner owns and operates an auto body and collision center. In 2004, the Board of Alderman approved Ordinance 1648 that issued a Conditional Use Permit to the applicant to operate a salvage/tow yard at 704 Squire Court which is legally described as lot 2 of Squire Center Industrial Park Subdivision.

Around 15 years ago, the applicant moved their business to 350 NW Jefferson and continued to operate the salvage/tow yard under the assumption that the prior conditional use permit was still active.

However, the City Code Section 400.240 A.4.b states “A [conditional use] permit cannot be assigned or transferred to a different parcel of land”.

The applicant/property owner wants to continue using their property as a salvage/tow lot and therefore, is requesting a conditional use permit for this location.

This location does have a privacy fence.

**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.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** The Commission held a public hearing on Wednesday, January 13, 2021. The Commission recommends approval of the conditional use permit by a vote of 4 to 1 subject to the following conditions:

---



*Community Development  
Mark Trosen, Director*

**Page 2, Kustom Cruzers**

- 1) The Conditional Use Permit will expire in 1 year.
- 2) The property shall not be used for salvage and only a tow yard.
- 3) No driveway shall be allowed to access the property on the north side when NW Bush Street is extended.

Staff recommends approval.

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

<b>MEETING DATE</b>	2/8/2021	
<b>BILL NUMBER</b>	B21-03	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE AMENDING THE CONDITIONAL USE PERMIT APPROVED IN ORDINANCE 2448 FOR THE EAGLE CONVENIENT STORAGE, LLC</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To amend the approved conditional use permit in Ordinance 2448 for Eagle Convenient Storage to change the exterior building materials, roof pitch and roof color on unit storage buildings in phase 2.	
<b>BACKGROUND</b>	The BOA approved Ordinance 2448 on November 26, 2018 for a CUP for a convenience storage facility that specified conditions regarding roof pitch, roof color and exterior building materials. The applicant constructed phase 1 according to those conditions. The applicant is now wanting to change the conditions for buildings in phase 2 because of the cost.	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	Please refer to Staff Report	

<p><b>PUBLIC INFORMATION PROCESS</b></p>	<p>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.</p>
<p><b>BOARD OR COMMISSION RECOMMENDATION</b></p>	<p>The Planning and Zoning Commission held a public hearing on January 13, 2021. The Commission voted 5 to 0 to recommend approval to amend the CUP in Ordinance 2448 as follows: 1) the roof pitch on buildings 9 and 10 will be ½ /12; 2) All buildings with ½ /12 pitched roof will have a galvalume finish; and 3) Buildings 9 and 10 will have the painted metal exterior siding on the upper wall section and the lower wall section will be the Choctaw Tumbled Stacked Stone.</p>
<p><b>DEPARTMENT RECOMMENDATION</b></p>	<p>Staff has no objection to the requested changes to roof pitches and color of the roof. However, Staff does not recommend the request to change the exterior building materials for buildings 9 and 10. As constructed in phase 1 and what is proposed in phase 2, there is a distinct difference aesthetically between the lap siding and stone and the metal paneling. This is also the design that the applicant presented and agreed to when the Conditional Use Permit was originally approved, and no substantial evidence has been given other than financially, why there should be a change to the exterior building material.</p>
<p><b>REFERENCE DOCUMENTS ATTACHED</b></p>	<p>Ordinance, application, applicant's changes to approved CUP, site plan, photographs of exterior building materials, Risinger Hills Plat, Ordinance 2448, Approved Conditions, Staff Report</p>



**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B21-03

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

**AN ORDINANCE AMENDING THE CONDITIONAL USE PERMIT APPROVED IN  
ORDINANCE 2448 FOR THE EAGLE CONVENIENT STORAGE, LLC**

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

**WHEREAS**, a public hearing was held on January 13, 2021 by the Planning and Zoning Commission on a request by Eagle Convenient Storage, LLC to amend the Conditional Use Permit approved by Ordinance 2448 for a storage facility located on a 3.13-acre lot described as lot 1 in Risinger Hills, aka 114 SW Eagles Parkway; and

**WHEREAS**, the Planning and Zoning Commission recommends approval to amend the conditional use permit in Ordinance 2448 to allow the requested changes to the roof pitches, roof colors and metal paneling on the upper wall section of buildings 9 and 10 but the lower wall section must remain the stacked stone; 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 February 8, 2021; 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 approved in Ordinance 2448 is amended to allow the following:

- 1) The roof pitch on buildings 9 and 10 will be ½ /12.
- 2) All buildings with ½ /12 pitched roof will have a galvalume finish.
- 3) Buildings 9 and 10 will have the painted metal exterior siding on the upper wall section and the lower wall section will be the Choctaw Tumbled Stacked Stone.

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

Read two times and PASSED by the Board of Aldermen this \_\_\_ day of \_\_\_\_\_, 2021, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN STRATTON	_____	ALDERMAN TOTTON	_____

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

Approved as to form:

\_\_\_\_\_  
Lauber Municipal Law  
City Attorney

\_\_\_\_\_  
Chuck Johnston  
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

2020-0892

PROJECT INFORMATION

Location: 114 SW EAGLE'S PARKWAY GRAIN VALLEY, MO 64029

Subdivision: RISINGAR HILLS Lot #: 1 Zoning District: \_\_\_\_\_

Description of Request: REQUEST TO CHANGE SPECIAL USE PERMIT DETAILS

APPLICANT INFORMATION

Name: CHAD RISINGAR

Company: KC METRO RENOVATIONS

Address: 58 T STREET LEE'S SUMMIT, MO 64086

Telephone: 816-739-4796 Fax: \_\_\_\_\_ E-mail: KCMETRORENOVATIONS@GMAIL.COM

Property Owner: EAGLE CONVENIENT STORAGE

Additional Contact(s): \_\_\_\_\_

Type of Application: Check Type & Submit Corresponding Requirements	Submittal Requirement List:
<input type="checkbox"/> Rezoning 1 • 2 • 5 • 10 • 11 • 14	1 Legal description of subject property
<input type="checkbox"/> Ordinance Amendment 10	2 Map depicting general location of site
<input checked="" type="checkbox"/> Special/Conditional Use Permit 1 • 2 • 10 • 11 • 14	3 Summary Site Analysis depicting current character of site
<input type="checkbox"/> Temporary Use Permit 2 • 10 • 14	4 Preliminary Plat (3 full size copies)
<input type="checkbox"/> Preliminary Plat 1 • 3 • 4 • 14	5 Preliminary Development/ Site Plan (6 copies)
<input type="checkbox"/> Final Plat/ Lot Split 1 • 6 • 12 • 13 • 14 • 15	6 Final Plat (6 copies)
<input type="checkbox"/> Preliminary Development/Site Plan 1 • 3 • 5 • 8 • 9 • 14	7 Final Development/ Site Plan (6 copies)
<input type="checkbox"/> Final Development/Site plan 1 • 7 • 8 • 9 • 14 • 15	8 Landscaping Plan (6 copies)
<input type="checkbox"/> Site Plan 1 • 7 • 8 • 9 • 12 • 14 • 15	9 Building Elevations (6 copies)
<input type="checkbox"/> Vacation of Right-of-way or Easement 1 • 14 • 16 • 17	10 Written description of the proposal
<input type="checkbox"/> Future Land Use Map (Refer to page 9)	11 List of property owners within 185 feet
Note: Include at least one 8 ½ x 11 copy of all drawings and plans with all applications.	12 Construction plans for all public works improvements (6 copies)
	13 Copies of tax certificates from City and County
	14 Proof of ownership or control of property (deed, contract, lease) or permission from property owner
	15 Off-site easements if necessary
	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 required with this application and the City Code:

Applicant's Signature: [Signature]

Date: 12/4/20

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PAID**  
**PAID**

DEC 10 2020

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## Eagle Convenient Storage, LLC

114 SW Eagle's Parkway

Grain Valley, MO 64029

Eagle Convenient Storage (Developer Chad Risinger) would like ask the Grain Valley Board of Alderman for a few changes to the previously approved Special Use Permit. The changes are as follows:

- Building 9 and 10 to have ½/12 pitched roofs instead of 4/12 pitched roof.
- Building 9 and 10 to have painted metal exterior siding instead of Stone and stucco exterior
- All buildings with ½ /12 pitched roofs may have a galvalume finish instead of a brown painted finish

Best regards, Chad Risinger



# Eagle Convenient Storage

## Special/Conditional Use Permit Details

Hours of Operation: 6am to 10pm, 7 days a week. Gated Entrance. Key Code Access Only. Onsite Office.

- Lighting: LED wall pack lighting will be installed on all exterior walls located on the interior of the development. (37 Watt, 3000 Lumens) Directional LED lighting pointed inwards at the development will be installed at the end of the buildings that back up to residential areas. (15 Watt, 3000 Lumens) In addition, there will be evergreen landscaping at each of those locations to significantly reduce any possible light pollution from the development. A privacy fence will be installed from building to building near the northwest corner of the property, which directly borders the residents at 124 SW Eagle's Parkway. (as discussed at the meet and greet with neighbors)
- Security: 2K IP Outdoor Security Camera System 4MP HD IP Night Vision Cameras. Cameras will be installed throughout the development. Recordings will be kept for 7 days and will be available to law enforcement if needed.
- Landscaping: Trees and shrubs along the back and sides of the development will be strategically placed. Both to reduce visibility in to the development and to reduce any potential light pollution from leaving the development. Landscaping along Eagle's Parkway will provide an aesthetically pleasing combination of trees, shrubs and plants to complement all of the seasons. 2" Autumn Blaze Maple, 1.5" Royal Raindrop Ornamental Tree,
- Signage: Back Lit Monument Sign. Located near the entrance.
- Timing: Construction for the entire project will begin as soon as the permit is approved. The property known as Charley's Roadhouse will continue to do business under the current liquor license. Charley's Roadhouse **WILL NOT** be seeking a June 2019 Liquor License Renewal. The Charley's Roadhouse property will be developed per the developer's future construction schedule.
- Exterior Elevations: The exterior walls on the south, west and east elevations of buildings 1 and 14 will consist of; LP SmartSide Cedar Strand Lap Siding on the gable and upper wall section. The lower wall section will be similar to the Choctaw Tumbled 2-3" Stacked Stone. The west elevation of building 2 will consist of LP SmartSide Cedar Strand Lap Siding on the gable and upper wall section. The lower wall section will be similar to the Choctaw Tumbled 2-3" Stacked Stone. The covered porch will have 6x6 Cedar Posts, 4x4 cedar cross post and 4x4 cedar wagon wheel at the end of the gable. The south, west and east elevations of building 13 will consist of LP SmartSide Cedar Strand Lap Siding on the upper wall section and the lower wall section will be similar to the Choctaw Tumbled 2-3" Stacked Stone. All other metal surfaces will consist of 26 gauge PBR screw down metal siding. Wall color will be Sage Brush (tan). The roof color will be Burnish Slate (dark brown)
- Interior Columns, Girts, and Purlins will be galvanized cold form double C channel.
- Roof pitch on building 1,2,3 and 14 will be 4/12.
- The roof pitch on all other buildings will be 1/2 /12
- The building height for all buildings will be 9'6" from finish grade to the top of the wall section.
- Garage doors will be 9'x8'











**Eagle Storage**

Current

Building

Material

Standards



Proposed

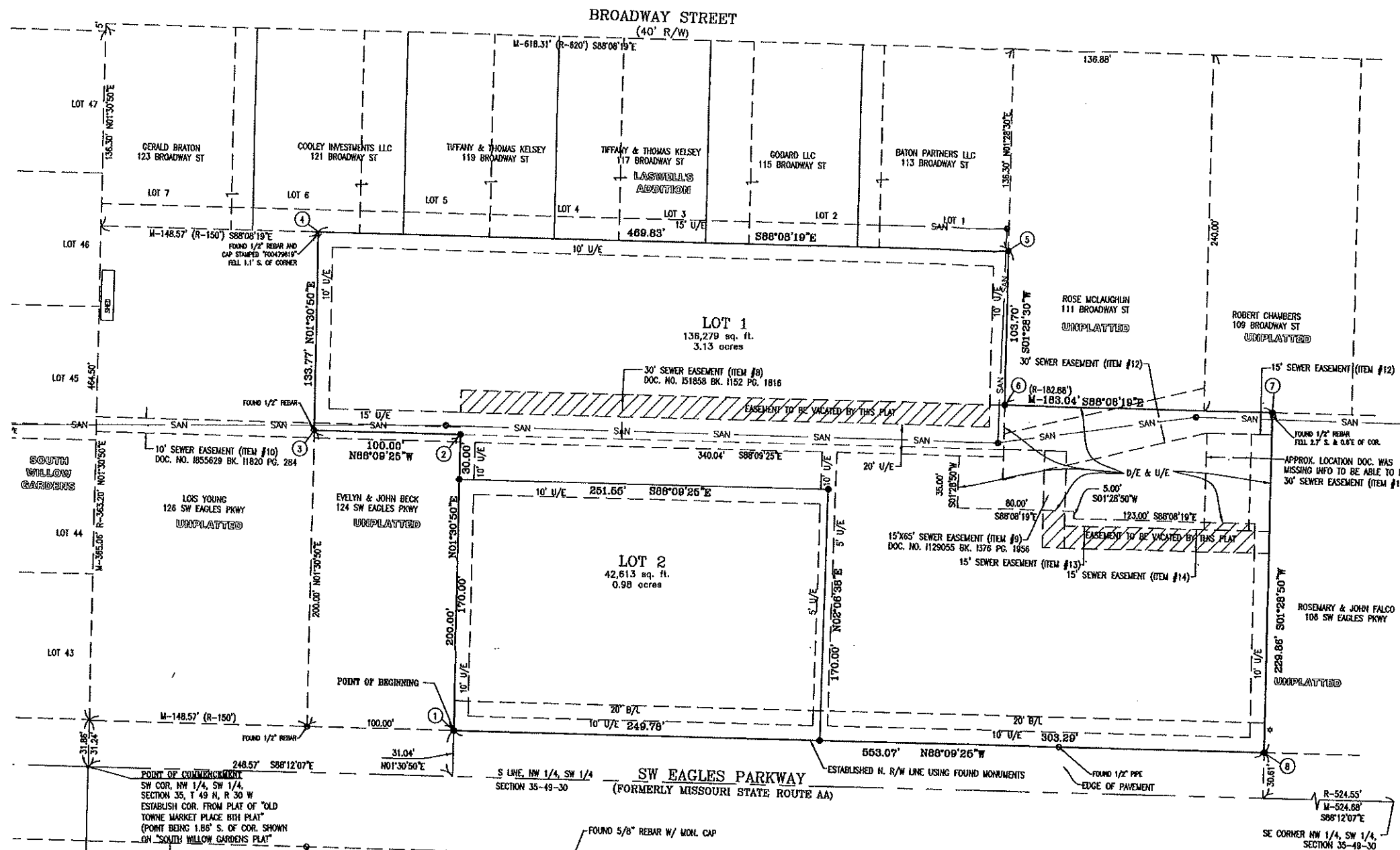


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RISINGER HILLS

A PART OF THE NW 1/4, SW 1/4 SECTION 35, TOWNSHIP 49, RANGE 30, GRAIN VALLEY, JACKSON COUNTY, MISSOURI

Filed for Record this day of October 7, 2019 At 1:00 PM... Instrument Number 19E0086940... Recorder's Fee \$ 66.00



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 "RISINGER HILLS".

BUILDING LINES: BUILDING LINES OR SETBACK LINES WILL BE ESTABLISHED BY THE DEVELOPMENT PLAN AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT BETWEEN THIS LINE AND THE LOT LINE NEAREST THERETO.

EASEMENT DEDICATION: AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GRAIN VALLEY, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, CABLE TV AND SURFACE DRAINAGE, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND PIPES AND CONDUITS, PAD MOUNTED TRANSFORMERS, SERVICES PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENTS (U/E), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS...

STREET DEDICATION: STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

ACKNOWLEDGEMENT: IN WITNESS WHEREOF, EAGLE CONVENIENT STORAGE, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS 29th DAY OF August, 2019.

MEMBER - CHAD RISINGER... STATE OF MISSOURI... COUNTY OF JACKSON

ON THIS 29th DAY OF August, 2019, BEFORE ME APPEARED CHAD RISINGER, MEMBER OF EAGLE CONVENIENT STORAGE, LLC...

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN Grain Valley, Missouri, THE DAY AND YEAR LAST ABOVE WRITTEN.

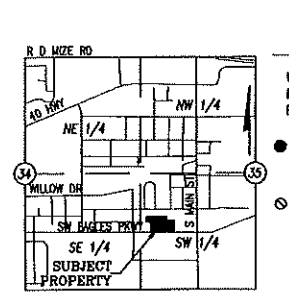
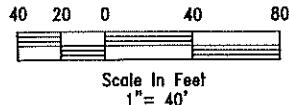
Notary Public section with seal and signature of Kelli Boardman, My Term Expires 2/01/2023

CITY ACKNOWLEDGEMENT: THIS IS TO CERTIFY THAT THE WITHIN PLAT OF "RISINGER HILLS", WAS SUBMITTED TO AND APPROVED BY THE GRAIN VALLEY PLANNING AND ZONING COMMISSION THIS DAY OF 2019.

Chairman - Debbie Saffell, Secretary - Kevin Browning

THESE EASEMENTS AND RIGHT OF WAY ACCEPTED BY THE GOVERNING BODY OF GRAIN VALLEY, MISSOURI THIS DAY OF August, 2019. Mayor - Mike Todd, City Clerk - Jamie Logan

JACKSON COUNTY ASSESSOR APPROVAL: BY: David Bloomfield, DATE: 10/3/19



LEGEND table with symbols for utility easement, building line, right of way, and rebar locations.

STATE PLANE COORDINATES table with grid coordinates for various points on the survey.

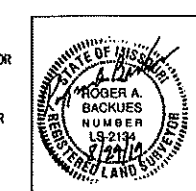
NOTES: 1. THE SUBJECT PROPERTY CONTAINS 4.11 ACRES, MORE OR LESS. 2. ACCESS TO PROPERTY VIA PUBLIC RIGHT OF WAY; SW EAGLES PARKWAY (FORMERLY AA HIGHWAY).

BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY ARE GRID BEARINGS.

LEGAL DESCRIPTION: A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 49, RANGE 30, IN GRAIN VALLEY, JACKSON COUNTY MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 49, RANGE 30; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, SOUTH 88 DEGREES 12 MINUTES 07 SECONDS EAST, 248.57 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 50 SECONDS EAST, 31.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 30 MINUTES 50 SECONDS EAST, 100.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 25 SECONDS WEST, 100.00 FEET; THENCE NORTH 01 DEGREES 30 MINUTES 50 SECONDS EAST, 133.77 FEET TO A POINT ON THE SOUTH LINE OF LASWELL'S ADDITION; THENCE ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 08 MINUTES 19 SECONDS EAST, 469.83 FEET; THENCE ALONG SAID SOUTH LINE, SOUTH 01 DEGREES 28 MINUTES 30 SECONDS WEST, 103.70 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 19 SECONDS EAST, 183.04 FEET; THENCE SOUTH 01 DEGREES 28 MINUTES 50 SECONDS WEST, 229.86 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 25 SECONDS WEST, 553.07 FEET TO THE POINT OF BEGINNING, CONTAINING 4.11 ACRES, MORE OR LESS.

SURVEY REFERENCE: TITLE COMMITMENT FILE NUMBER: 1482511 EFFECTIVE DATE: NOVEMBER 13, 2018 AT 7:30 AM (REVISED DECEMBER 5, 2018) FIRST AMERICAN TITLE INSURANCE COMPANY

ITEMS 1-7, 15-16 ARE NON-SURVEY ITEMS. ITEM 8. STANDARD SEWER EASEMENT GRANTED TO THE CITY OF GRAIN VALLEY, A MUNICIPAL CORPORATION BY THE INSTRUMENT FILED AS DOCUMENT NO. 151858 IN BOOK 1152 AT PAGE 1816. (SHOWN) ITEM 9. STANDARD SEWER EASEMENT GRANTED TO THE CITY OF GRAIN VALLEY, A MUNICIPAL CORPORATION BY THE INSTRUMENT FILED AS DOCUMENT NO. 1129055 IN BOOK 1376 AT PAGE 1956. (SHOWN) ITEM 10. STANDARD SEWER EASEMENT GRANTED TO THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI BY THE INSTRUMENT FILED AS DOCUMENT NO. 1 855629 IN BOOK 11820 AT PAGE 284. (SHOWN) ITEM 11. TERMS AND PROVISIONS OF THE LEASE GRANTED TO SINCLAIR REFINING CO. BY THE INSTRUMENT FILED AS DOCUMENT NO. 286242 IN BOOK 59 AT PAGE 323. (TRACT 6) ITEM 12. SEWER EASEMENT GRANTED TO THE CITY OF GRAIN VALLEY, A MUNICIPAL CORPORATION BY THE INSTRUMENT FILED AS DOCUMENT NO. 151861 IN BOOK 1152 AT PAGE 1822. (SHOWN) ITEM 13. SEWER EASEMENT GRANTED TO THE CITY OF GRAIN VALLEY, A MUNICIPAL CORPORATION BY THE INSTRUMENT FILED AS DOCUMENT NO. 1129056 IN BOOK 11376 AT PAGE 1958. (SHOWN) ITEM 14. SEWER EASEMENT GRANTED TO THE CITY OF GRAIN VALLEY, A MUNICIPAL CORPORATION BY THE INSTRUMENT FILED AS DOCUMENT NO. 1129057 IN BOOK 11376 AT PAGE 1960. (SHOWN) I HEREBY CERTIFY THAT THE PLAT OF "RISINGER HILLS" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF. SURVEYOR: ROGER A. BACKUES, PLS. NO. 2134



FINAL PLAT 'RISINGER HILLS' GRAIN VALLEY, JACKSON COUNTY, MISSOURI. BOUNDARY & CONSTRUCTION SURVEYING, INC. 821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64083. PROJECT NO. 19-111 SHEET 1 OF 1

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**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B18-19

ORDINANCE NO.  
SECOND READING  
FIRST READING

2448  
November 26, 2018 (5-0)  
November 13, 2018 (5-0)

INTRODUCED BY:  
*ALDERMAN HEADLEY*

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A  
CONVENIENCE STORAGE FACILITY FOR CHAD RISINGER**

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

**WHEREAS**, a public hearing was held on October 10, 2018 in which the Planning and Zoning Commission recommended approval of a conditional use permit for convenience storage; 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 November 13, 2018; and

**WHEREAS**, the Board of Aldermen feel this development will provide a needed service to the City of Grain Valley; and

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

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

**SECTION 1:** The conditional use permit for convenience storage is hereby approved as outlined in the attachment "Eagle Convenient Storage – Special/Conditional Use Permit Details".

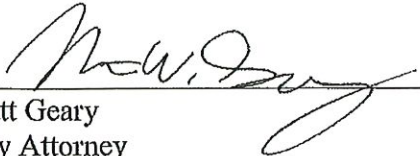
**SECTION 2:** This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read two times and PASSED by the Board of Aldermen this 26<sup>th</sup> day of November, 2018 the aye and nay votes being recorded as follows:

ALDERMAN BAMMAN	<u>AYE</u>	ALDERMAN COLEMAN	<u>ABSENT</u>
ALDERMAN HEADLEY	<u>AYE</u>	ALDERMAN STRATTON	<u>AYE</u>
ALDERMAN TOTTON	<u>AYE</u>	ALDERMAN WEST	<u>AYE</u>

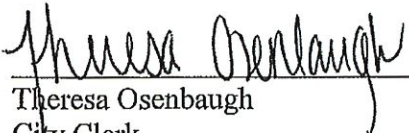
MAYOR \_\_\_\_\_ (in the event of a tie only)

Approved as to form:

  
\_\_\_\_\_  
Matt Geary  
City Attorney

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

ATTEST:

  
\_\_\_\_\_  
Theresa Osenbaugh  
City Clerk



# Eagle Convenient Storage

## Special/Conditional Use Permit Details

Hours of Operation: 6am to 10pm, 7 days a week. Gated Entrance. Key Code Access Only. Onsite Office.

- **Lighting:** LED wall pack lighting will be installed on all exterior walls located on the interior of the development. (37 Watt, 3000 Lumens) Directional LED lighting pointed inwards at the development will be installed at the end of the buildings that back up to residential areas. (15 Watt, 3000 Lumens) In addition, there will be evergreen landscaping at each of those locations to significantly reduce any possible light pollution from the development. A privacy fence will be installed from building to building near the northwest corner of the property, which directly borders the residents at 124 SW Eagle's Parkway. (as discussed at the meet and greet with neighbors)
- **Security:** 2K IP Outdoor Security Camera System 4MP HD IP Night Vision Cameras. Cameras will be installed throughout the development. Recordings will be kept for 7 days and will be available to law enforcement if needed.
- **Landscaping:** Trees and shrubs along the back and sides of the development will be strategically placed. Both to reduce visibility in to the development and to reduce any potential light pollution from leaving the development. Landscaping along Eagle's Parkway will provide an aesthetically pleasing combination of trees, shrubs and plants to complement all of the seasons. 2" Autumn Blaze Maple, 1.5" Royal Raindrop Ornamental Tree,
- **Signage:** Back Lit Monument Sign. Located near the entrance.
- **Timing:** Construction for the entire project will begin as soon as the permit is approved. The property known as Charley's Roadhouse will continue to do business under the current liquor license. Charley's Roadhouse **WILL NOT** be seeking a June 2019 Liquor License Renewal. The Charley's Roadhouse property will be developed per the developer's future construction schedule.
- **Exterior Elevations:** The exterior walls on the south, west and east elevations of buildings 1 and 14 will consist of; LP SmartSide Cedar Strand Lap Siding on the gable and upper wall section. The lower wall section will be similar to the Choctaw Tumbled 2-3" Stacked Stone. The west elevation of building 2 will consist of LP SmartSide Cedar Strand Lap Siding on the gable and upper wall section. The lower wall section will be similar to the Choctaw Tumbled 2-3" Stacked Stone. The covered porch will have 6x6 Cedar Posts, 4x4 cedar cross post and 4x4 cedar wagon wheel at the end of the gable. The south, west and east elevations of building 13 will consist of LP SmartSide Cedar Strand Lap Siding on the upper wall section and the lower wall section will be similar to the Choctaw Tumbled 2-3" Stacked Stone. All other metal surfaces will consist of 26 gauge PBR screw down metal siding. Wall color will be Sage Brush (tan). The roof color will be Burnish Slate (dark brown)
- Interior Columns, Girts, and Purlins will be galvanized cold form double C channel.
- Roof pitch on building 1,2,3 and 14 will be 4/12.
- The roof pitch on all other buildings will be ½ /12
- The building height for all buildings will be 9'6" from finish grade to the top of the wall section.
- Garage doors will be 9'x8'

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**BOA Staff Report**  
**Eagle Convenient Storage, LLC**  
**February 8, 2021**

**ACTION:** Requesting an amendment to an approved Conditional Use Permit (Ordinance 2448) to change the exterior building materials, roof pitch and roof color on unit storage buildings in phase 2. The convenience storage facility is located on a 3.13-acre lot described as lot 1 in Risinger Hills, aka 114 SW Eagles Parkway.

**PURPOSE:** To reduce construction costs.

**ANALYSIS:** The applicant has completed phase 1 of the project. In phase 2, the applicant is requesting the following changes that were previously approved as conditions to the Conditional Use Permit:

- 1) Buildings 9 and 10 – requesting a pitch roof of ½ /12 instead of 4/12.
- 2) All buildings with ½ /12 pitched roofs may have a galvalume finish instead of a burnish slate (dark brown).
- 3) Buildings 9 and 10 can be painted metal exterior siding instead of LP SmartSide Cedar Strand Lap Siding on the upper wall section and the lower wall section will be the Choctaw Tumbled Stacked Stone.

Section 400.220 (Additional Controls) of the City Code provides building construction standards along major roadways. If an exterior wall is visible and within three hundred (300) feet of the right-of-way of SW Eagles Parkway than 100% coverage of all visible walls shall consist of masonry materials such as stone, brick, or stucco; glass walls; or wood. A precast concrete panel or metal panels cannot be used. Buildings 9 and 10 are approximately 200 feet from the right of way line for SW Eagles Parkway.

**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.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:** The Planning and Zoning Commission held a public hearing on Wednesday, January 13, 2021. The Commission recommends approval to amend the conditional use permit that was approved in Ordinance 2448 as follows: 1) the roof pitch on buildings 9 and 10 will be ½ /12; 2) All buildings with ½ /12 pitched roof will have a galvalume finish; and 3) Buildings 9 and 10 will have the painted metal exterior siding on the upper wall section and the lower wall section will be the Choctaw Tumbled Stacked Stone.

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*Community Development*  
*Mark Trosen, Director*

**Page 2; Eagle Convenient Storage**

**STAFF RECOMMENDATION:** Staff has no objection to the requested changes to roof pitches and color of the roof.

However, Staff does not recommend the request to change the exterior building materials for buildings 9 and 10. As illustrated in the two pictures there is a distinct difference aesthetically between the lap siding and stone and the metal paneling. This is also the design that the applicant presented and agreed to when the Conditional Use Permit was originally approved, and no substantial evidence has been given other than financially, why there should be a change to the exterior building material.

*Staff/  
Committee  
Reports*

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**Board of Aldermen Report  
February 8, 2021**

***(For the Month of January; YTD)***

**Permits Issued – 20; YTD 20**

NSFR – 1; YTD 1  
Duplex – 0; 0  
Commercial New – 0; YTD 0  
Commercial Other – 0; YTD 0  
Residential other – 8; YTD 8  
Fence – 4; YTD 4  
Roof -3; YTD 3  
Pools – 0; YTD 11  
Demo – 0; YTD 0  
Right-of-Way – 3; YTD 3  
Construction – 0; YTD 0  
Signs – 0; YTD 0  
Planning/Zoning – 1; YTD 1

**Codes Enforcement & Inspections – 398 ; YTD 398**

Total Building Inspections – 161; YTD 161  
    Residential – 147; YTD 147  
    Commercial – 8; YTD 8  
    Misc. Stops- 6; YTD 6  
Code Violation Inspections – 196; YTD 196  
    New – 136; YTD 136  
    Closed- 60; YTD 60  
Utility Inspections – 41; YTD 41  
    Sewer – 13; YTD 13  
    Water – 9; YTD 9  
    Sidewalks – 3; YTD 3  
    Driveways – 7; YTD 7  
    Right-of-Way – 0; YTD 0  
    Final Grade – 4; YTD 4  
    PW Finals – 5; YTD 5

**Public Works**

Work Orders Completed – 31; YTD 31  
Utility Locate Requests – 129; YTD 129  
Water Main Taps – 9; YTD 9  
Water Meters –  
    New Construction Install – 8; YTD 8  
    Repairs – 24; YTD 24  
    Replacement – 44; YTD 44

**Additional Items**

Public Works backfilled sidewalks & curbs after CIP concrete project was complete.  
3 snow events in January. 44 tons of salt, 1000 gallons of calcium were used. 200 man-hours worked.  
Repaired potholes in the city using 6 tons cold mix.  
2021 Fire Hydrant program has begun. To date 43 hydrants have been inspected.  
2021 Sewer program has also begun. To date, 8242.16 ft of sewer has been televised. No serious issues reported.

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## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. COURT INFORMATION</b>		Contact information same as last report <input type="checkbox"/>	
Municipality: GRAIN VALLEY		Reporting Period: January, 2021	
Mailing Address: 711 MAIN		Software Vendor: Tyler Technologies	
Physical Address: 711 MAIN		County JACKSON	Circuit: 16
Telephone Number: (816) 847-6240		Fax Number: (816) 847-6209	
Prepared By: Kari Boardman	E-mail Address kboardman@cityofgrainvalley.org		iNotes <input type="checkbox"/>
Municipal Judge(s): SUSAN WATKINS	Prosecuting Attorney: JEREMY COVER		
<b>II. MONTHLY CASELOAD INFORMATION</b>			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	122	1,794	353
B. Cases (citations / informations) filed	0	0	3
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	9	14	9
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	2	0
6. dismissed by court	0	4	9
7. nolle prosequi	0	0	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	9	20	18
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	113	1,774	338
E. Trial de Novo and / or appeal applications filed	0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>			
1. # Issued during reporting period	30	<b>IV. PARKING TICKETS</b>	
2. # Served/withdrawn during reporting period	19	# Issued during period	1
3. # Outstanding at end of reporting period	459	<input type="checkbox"/> Court staff does not process parking tickets	

**MUNICIPAL DIVISION SUMMARY REPORTING FORM**

<b>I. COURT INFORMATION</b>	Municipality:     GRAIN VALLEY	Reporting Period:     January, 2021
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements cont.</b>	
Fines - Excess Revenue	\$ 1,617.94	EQUIPMENT REIMB DWI	\$ 79.00
Clerk Fee - Excess Revenue	\$ 132.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 4.07		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
<b>Total Excess Revenue</b>	<b>\$ 1,754.01</b>		<b>\$</b>
<b>Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)</b>			<b>\$</b>
Fines - Other	\$ 2,820.98		\$
Clerk Fee - Other	\$ 300.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 37.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 263.81		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 9.25		\$
Law Enforcement Training (LET) Fund surcharge	\$ 72.00		\$
Domestic Violence Shelter surcharge	\$ 144.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 0.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 106.95		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
<b>Total Other Revenue</b>	<b>\$ 3,753.99</b>	<b>Total Other Disbursements</b>	<b>\$ 335.00</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs; witness fees, and board bill/jail costs.</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$ 5,843.00</b>
INCARCERATION REIMBURSEMENT	\$ 45.00	<b>Bond Refunds</b>	\$ 551.50
OFFICER REIMBURSEMENT DWI	\$ 211.00	<b>Total Disbursements</b>	<b>\$ 6,394.50</b>

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