

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

JANUARY 24, 2022

7:00 P.M.

OPEN TO THE PUBLIC

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

ITEM I: CALL TO ORDER

- Mayor Chuck Johnston

ITEM II: ROLL CALL

- City Clerk Jamie Logan

ITEM III: INVOCATION

- Pastor Darryl Jones of Crossroads Church

ITEM IV: PLEDGE OF ALLEGIANCE

- Alderman Shea Bass

ITEM V: APPROVAL OF AGENDA

- City Administrator Ken Murphy

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZEN PARTICIPATION

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

ITEM VIII: CONSENT AGENDA

- January 10, 2022 – Board of Aldermen Regular Meeting Minutes
- January 24, 2022 – Accounts Payable

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None



ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: RESOLUTIONS

ITEM XIII (A) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Spend Funds to Renew the Annual Software Maintenance and Support Agreement with Dude Solutions Inc.**
R22-07

*Introduced by
Alderman Jayci
Stratton*

To enter into a renewal agreement with Dude Solutions who provides Public Works with asset management software for work orders and asset management tracking and record keeping

ITEM XIII (B) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator Purchase a Ten-Foot Stainless Steel Salt Spreader for Use by Public Works to Maintain Roadways**
R22-08

*Introduced by
Alderman Shea
Bass*

To maintain reliable snow and ice control measures

ITEM XIII (C) **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Establishing the Need to Amend the 2022 Budget for a Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing From Benefit Plan L-7 to L-6**
R22-09

*Introduced by
Alderman Tom
Cleaver*

To amend the current budget (2022) to allow for the modification of the City's Local Government Employee Retirement System (LAGERS) Benefit Program for covered employees, changing from benefit plan L-7 to L-6

ITEM XIII (D) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing a Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing From Benefit Plan L-7 to L-6**
R22-10

*Introduced by
Alderman Bob
Headley*

To modify the City Retirement Plan from the LAGERS benefit plan L-7 to L-6

ITEM XIII (E) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Execute Task Agreement No. 5 With Lamp Rynearson for the Design of the Armstrong Park All-Inclusive Playground Subject to all Provisions Included in the On-Call Professional Engineering Services Agreement**
R22-11

*Introduced by
Alderman Rick
Knox*

To provide design and engineering services for the new, all-inclusive playground structure in Armstrong Park



ITEM XIII (F) **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Three New Patrol Cars and Equipment for Three New Patrol Cars**
R22-12
*Introduced by
Alderman Darren
Mills*

To provide safe and reliable transportation to serve the community

ITEM XIII (G) **A Resolution by the Board of Aldermen of the City of Grain Valley Adopting a Labor Agreement With the Fraternal Order of Police for Sworn Police Officers and Authorizing the City Administrator to Sign the Agreement on Behalf of the City**
R22-13
*Introduced by
Alderman Shea
Bass*

To approve the 2022-2024 Officer Labor Agreement

ITEM XIII (H) **A Resolution by the Board of Aldermen of the City of Grain Valley Adopting a Labor Agreement With the Fraternal Order of Police for Sworn Police Sergeants and Authorizing the City Administrator to Sign the Agreement on Behalf of the City**
R22-14
*Introduced by
Alderman Tom
Cleaver*

To approve the 2022-2024 Sergeant Labor Agreement

ITEM XIV: ORDINANCES

ITEM XIV (A) **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2022 Budget to Allocate Funding From the General Fund, Parks Fund, Water/Sewer Fund, and Transportation Fund Reserves for a Modification of the Missouri Local Government Employee Retirement System (LAGERS) Benefit Program for Covered Employees, Changing from Benefit Plan L-7 to L-6**
B22-02
1ST & 2ND READ
*Introduced by
Alderman Darren
Mills*

To amend the current budget (2022) to allow for the modification of the City's Local Government Employee Retirement System (LAGERS) Benefit Program for covered employees, changing from benefit plan L-7 to L-6

ITEM XIV (B) **An Ordinance Amending Chapter 705, Sewage and Sewage Disposal, of the Code of Ordinances, in Section 705.010 (Definitions), Section 705.020 (Unlawful Deposits in General)**
B22-03
1ST READ

*Introduced by
Alderman Jayci
Stratton*

To amend the code to add definitions and clarify requirements for controlling illicit discharges to storm sewer and water course

ITEM XIV (C) **An Ordinance Amending Chapter 386 of the Code of Ordinances of the City of Grain Valley, Missouri, Pertaining to Neighborhood Vehicles and UTVs and Repealing Chapter 387**
B22-04
1ST READ

*Introduced by
Alderman Shea
Bass*

To update the neighborhood vehicle and UTV regulations



ITEM XIV (D)
B22-05
1ST READ
*Introduced by
Alderman Tom
Cleaver*

An Ordinance Amending Chapter 405, Subdivision Regulations, of the Code of Ordinances, in Section 405.030 (Subdivision Application Procedure and Approval Process) and Section 405.040 (Required Minimum Improvements Generally)

To clarify the duties and responsibilities of homeowners and property owners' association relating to detention/retention facilities and to clarify requirements for drainage systems

ITEM XIV (E)
B22-06
1ST READ
*Introduced by
Alderman Bob
Headley*

An Ordinance Amending Chapter 501, Land Disturbance Permit, of the Code of Ordinances, in Section 501.020 (Definitions), Section 501.060 (Responsibility of Permit Holder), Section 501.090 (Penalties) and a New Section 501.200 (Post Construction Stormwater Control)

To amend the code to clarify definitions and procedures as well as outline maintenance standards

ITEM XV: CITY ATTORNEY REPORT

- City Attorney

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

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

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Bob Headley
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Jayci Stratton

ITEM XVIII: MAYOR REPORT

- Mayor Chuck Johnston

ITEM XIX: EXECUTIVE SESSION

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended



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

ITEM XX: ADJOURNMENT

PLEASE NOTE

THE NEXT SCHEDULED MEETING OF THE GRAIN VALLEY BOARD OF ALDERMEN IS A WORKSHOP ON FEBRUARY 07, 2022 AT 6:00 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



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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 10, 2022 at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Chuck Johnston

ITEM II: ROLL CALL

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

-QUORUM PRESENT-

ITEM III: INVOCATION

- Invocation was given by Pastor Wayne Geiger of Faith Baptist Church

ITEM IV: PLEDGE OF ALLEGIANCE

- The Pledge of Allegiance was led by Alderman Jayci Stratton

ITEM V: APPROVAL OF AGENDA

- Mr. Murphy requested to remove R22-02 from tonight's agenda per the Mayor's request
- *Alderman Headley made a Motion to remove R22-02 from the agenda*
- *The Motion was Seconded by Alderman Knox*
 - *None*
- *Motion to remove R22-02 from the Agenda was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-MOTION APPROVED: 6-0-

ITEM VI: PROCLAMATIONS

- None

ITEM VII: CITIZENS PARTICIPATION

- None

ITEM VIII: CONSENT AGENDA

- December 13, 2021 – Board of Aldermen Regular Meeting Minutes

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Parks and Recreation Director Shannon Davies
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Anthony Hernandez



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BOARD OF ALDERMEN MEETING MINUTES
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- January 10, 2022 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Stratton*
 - None
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-MOTION APPROVED: 6-0-

ITEM IX: PREVIOUS BUSINESS

- None

ITEM X: NEW BUSINESS

- None

ITEM XI: PRESENTATIONS

- None

ITEM XII: PUBLIC HEARING

- None

ITEM XIII: RESOLUTIONS

Resolution No. R22-01 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Execute Task Agreement No. 7 With Lamp Rynearson for Design of the South Buckner Tarsney Water Main Extension Subject to all Provisions Included in the On-Call Professional Engineering Services Agreement

- *Alderman Stratton moved to approve Resolution No. R22-01*
- *The Motion was Seconded by Alderman Cleaver*
 - Mr. Trosen stated the purpose of this task order is to have the on call engineer provide design and engineer the extension of the water line on South Buckner Tarsney Road from the Parks entrance drive to Eagles Parkway; this was a project identified in the 5-year CIP and the water system master plan
- *Resolution No. R22-01 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Rick Knox
 Alderman Darren Mills
 Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
 Deputy City Administrator Theresa Osenbaugh
 Chief James Beale
 Community Development Director Mark Trosen
 Parks and Recreation Director Shannon Davies
 Finance Director Steven Craig
 City Clerk Jamie Logan
 City Attorney Anthony Hernandez



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- *Abstain:*

-Resolution No. R22-01 Approved: 6-0-

Resolution No. R22-03 A Resolution Authorizing the City Administrator to Enter Into an Agreement With the Mid-America Regional Council (MARC) Solid Waste Management District as Related to Grain Valley’s Participation in the 2022 Regional Household Hazardous Waste Collection Program

- *Alderman Cleaver moved to approve Resolution No. R22-03*
- *The Motion was Seconded by Alderman Mills*
 - This is an annual agreement with MARC to allow residents to get rid of household hazardous waste items and allows our resident to go to other events in other cities throughout the year
- *Resolution No. R22-03 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-03 Approved: 6-0-

Resolution No. R22-04 A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign an Agreement With OATS, Inc for Transportation Services

- *Alderman Headley moved to approve Resolution No. R22-04*
- *The Motion was Seconded by Alderman Bass*
 - This is an annual contract providing transportation for seniors and those with disabilities Monday, Wednesday and Fridays
- *Resolution No. R22-04 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-04 Approved: 6-0-

Resolution No. R22-05 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Execute Task Agreement No. 6 With Lamp Rynearson for Design of the South Buckner Tarsney Trail Extension Subject to all Provisions

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Rick Knox
 Alderman Darren Mills
 Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
 Deputy City Administrator Theresa Osenbaugh
 Chief James Beale
 Community Development Director Mark Trosen
 Parks and Recreation Director Shannon Davies
 Finance Director Steven Craig
 City Clerk Jamie Logan
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Included in the On-Call Professional Engineering Services Agreement

- *Alderman Knox moved to approve Resolution No. R22-05*
- *The Motion was Seconded by Alderman Headley*
 - Mr. Davies stated this would be to provide design and engineering services for the extension of the trail system on South Buckner Tarsney Road from Blue Branch Trail to Nelson Drive; It will allow for safer travel for pedestrians crossing; this will provide another big connection for these neighborhoods; design and engineering to occur in 2022 and construction in 2023
- *Resolution No. R22-05 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-05 Approved: 6-0-

Resolution No. R22-06 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Purchase Water Meters for the 2022 Meter Replacement Program

- *Alderman Mills moved to approve Resolution No. R22-06*
- *The Motion was Seconded by Alderman Bass*
 - This is an annual program that began in 2010 to replace meters annual and as of recent, 400 meters per year due to the number of meters we have; this is to make sure all meters are performing at their best
 - Mayor Johnston asked the life of a meter; 15 years
- *Resolution No. R22-06 was voted upon with the following voice vote:*
 - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Resolution No. R22-06 Approved: 6-0-

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Rick Knox
 Alderman Darren Mills
 Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
 Deputy City Administrator Theresa Osenbaugh
 Chief James Beale
 Community Development Director Mark Trosen
 Parks and Recreation Director Shannon Davies
 Finance Director Steven Craig
 City Clerk Jamie Logan
 City Attorney Anthony Hernandez



ITEM XIV: ORDINANCES

Bill No. B21-37: An Ordinance Approving a Conditional Use Permit for a Vehicle Tow Yard

Bill No. B21-37 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Headley moved to accept the second reading of Bill No. B21-37 and approve it as ordinance #2572*
- *The Motion was Seconded by Alderman Mills*
 - Alderman Stratton clarified what this ordinance does; This ordinance authorizes the question to go on the ballot and an ordinance will be brought back at a later date for location, design and to go forward after the election which would need approval by the board
- *Motion to accept the second reading of Bill No. B21-37 and approve it as Ordinance #2572 was voted upon with the following roll call vote:*
 - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Bill No. B21-37 BECAME ORDINANCE #2572: 6-0-

Bill No. B22-01: An Ordinance Calling an Election in the City of Grain Valley, Missouri

Bill No. B22-01 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Knox moved to accept the first reading of Bill No. B22-01 and bring it back for a second reading*
- *The Motion was Seconded by Alderman Bass*
 - A study group of citizens have been meeting to determine if a police station should be built; their recommendations are in the packet
- *Motion to accept the first reading of Bill No. B22-01 and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Motion Approved 6-0-

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Parks and Recreation Director Shannon Davies
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Anthony Hernandez



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Bill No. B22-01: An Ordinance Calling an Election in the City of Grain Valley, Missouri

Bill No. B22-01 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Knox moved to accept the second reading of Bill No. B22-01 and approve it as ordinance #2573*
- *The Motion was Seconded by Alderman Headley*
 - Alderman Stratton clarified what his does; this goes on the ballot and an ordinance will be brought back at a later date for location, design and to go forward after the election
- *Motion to accept the second reading of Bill No. B22-01 and approve it as Ordinance #2573 was voted upon with the following roll call vote:*
 - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
 - *Nay:*
 - *Abstain:*

-Bill No. B22-01 BECAME ORDINANCE #2573: 6-0-

ITEM XV: CITY ATTORNEY REPORT

- None

ITEM XVI: CITY ADMINISTRATOR & STAFF REPORTS

- City Administrator Ken Murphy
 - None
- Deputy City Administrator Theresa Osenbaugh
 - None
- Chief James Beale
 - None
- Finance Director Steven Craig
 - None
- None Parks & Recreation Director Shannon Davies
 - None
- Development Director Mark Trosen
 - Written Report
- City Clerk Jamie Logan

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
 Alderman Shea Bass
 Alderman Tom Cleaver
 Alderman Bob Headley
 Alderman Rick Knox
 Alderman Darren Mills
 Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
 Deputy City Administrator Theresa Osenbaugh
 Chief James Beale
 Community Development Director Mark Trosen
 Parks and Recreation Director Shannon Davies
 Finance Director Steven Craig
 City Clerk Jamie Logan
 City Attorney Anthony Hernandez



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- The candidate filing closed December 28th for the April 5, 2022 Municipal Election.
 - Mayor Candidates include:
 - Chuck Johnston
 - Mike Todd
 - Ward I Candidates include:
 - Dale Arnold
 - Chris Bamman
 - Ward II Candidate:
 - Rick Knox
 - Ward III Candidate:
 - Ryan Skinner

ITEM XVII: BOARD OF ALDERMEN REPORTS & COMMENTS

- Alderman Shea Bass
 - None
- Alderman Tom Cleaver
 - Asked how many applicants are coming in for all the open positions; the public works position has been the most difficult to receive applications – it has been open 4 months; this is a position for someone to work in the field
 - Chief stated there are 6 applicants for the police officer and 4 for the SRO position
- Alderman Bob Headley
 - None
- Alderman Rick Knox
 - None
- Alderman Darren Mills
 - None
- Alderman Jayci Stratton
 - None

ITEM XVIII: MAYOR REPORT

- He is happy things are returning to normal & senior luncheons have resumed; he hopes it is stabilizing; Mr. Murphy stated there was a last minute issue with the schools providing food for the luncheon this week; He thanked local business owners Kent and Jennifer Hoffman of Papa Murphy's who stepped in to help last minute.

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Parks and Recreation Director Shannon Davies
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Anthony Hernandez



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ITEM XIX: 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 and Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended*
- *Alderman Headley moved to close the Regular Meeting for items related for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended*
- *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, Mills, Stratton*
 - *Nay: None*
 - *Abstain: None*

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING CLOSED AT 7:21 PM-

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

-MOTION CARRIED: 6-0-

-THE REGULAR MEETING OPENED AT 8:12 PM-

ITEM XX: ADJOURNMENT

- The meeting adjourned at 8:12 P.M.

ELECTED OFFICIALS PRESENT

Mayor Chuck Johnston
Alderman Shea Bass
Alderman Tom Cleaver
Alderman Bob Headley
Alderman Rick Knox
Alderman Darren Mills
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Parks and Recreation Director Shannon Davies
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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 Darren Mills
Alderman Jayci Stratton

ELECTED OFFICIALS ABSENT

STAFF OFFICIALS PRESENT

City Administrator Ken Murphy
Deputy City Administrator Theresa Osenbaugh
Chief James Beale
Community Development Director Mark Trosen
Parks and Recreation Director Shannon Davies
Finance Director Steven Craig
City Clerk Jamie Logan
City Attorney Anthony Hernandez

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	39.23
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,498.39
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	336.00
		HAMPEL OIL INC	CJC FUEL	675.79
			CJC FUEL	491.82
		AFLAC	AFLAC AFTER TAX	126.59
			AFLAC CRITICAL CARE	20.16
			AFLAC PRETAX	327.41
			AFLAC-W2 DD PRETAX	253.99
		MIDWEST PUBLIC RISK	DENTAL	180.50
			OPEN ACCESS	268.80
			OPEN ACCESS	242.55
			OPEN ACCESS	188.30
			HSA	376.17
			HSA	1,738.62
			HSA	43.95
			VISION	32.00
			VISION	43.27
			VISION	132.17
			VISION	14.46
		HSA BANK	HSA - GRAIN VALLEY, MO	380.16
			HSA - GRAIN VALLEY, MO	575.52
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	218.37
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	214.74
			FLEX PLAN	25.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	696.51
			MISSIONSQUARE 457	462.50
			MISSIONSQUARE ROTH IRA	69.25
		HOPE HOUSE	DEC 2021 DOMESTIC VIOLENCE	116.00
		MO DEPT OF REVENUE	DEC 2021 CVC FUNDS	213.90
		MO DEPT OF PUBLIC SAFETY	DEC 2021 TRAINING FUND	30.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,100.68
			SOCIAL SECURITY	4,762.53
	MEDICARE	<u>1,113.80</u>		
	TOTAL:	24,009.13		
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	200.39
		WAGeworks	DEC 2021 MONTHLY FEES	68.00
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	35.00
			HSA	246.22
			HSA	342.27
		HSA BANK	HSA - GRAIN VALLEY, MO	100.30
		GOVERNMENTJOBS.COM	PERFORM SUBSCRIPTION	3,206.88
			ANNUAL SUBSCRIPTION	4,166.16
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	16.90
		ZOOM VIDEO COMMUNICATIONS	STANDARD PRO ANNUAL	149.90
		DRUG AND ALCOHOL CLEARINGHOUSE	ANNUAL DOT QUERY OF CDLS	12.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	118.64
			MEDICARE	<u>27.75</u>
			TOTAL:	8,702.91
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	JANUARY NETSTANDARD CLARIT	3,708.00
		AMAZON.COM	EXTERNAL DVD DRIVE USB	44.86
		DIGICERT INC	BASIC OV	<u>238.00</u>
	TOTAL:	3,990.86		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	DECEMBER 2021 SERVICE	77.50		
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	43.36		
		COMCAST - HIERARCY ACCT	CITY HALL	50.45		
			CITY HALL	199.22		
		ORKIN	JANUARY 2022 SERVICE	70.70		
		GENERAL ELEVATOR	JANUARY SERVICE	150.00		
		MO DIVISION OF FIRE SAFETY	ELEVATOR CERT RENEWAL	26.25		
		KENNYCO INDUSTRIES	SERVICE TO FIRE ALARM SYST	370.50		
			SERVICE TO FIRE ALARMS	265.25		
			REWIRE ELECTRICAL CIRCUIT	355.00		
		SPIRE	517 GREGG ST	42.69		
			624 JAMES ROLLO CT	39.55		
			711 S MAIN ST	97.45		
		BRADY INDUSTRIES OF KANSAS LLC	TOWELL ROLLS	456.67		
		COMCAST	CITY HALL AND PD VOICE EDG	<u>482.28</u>		
			TOTAL:	2,726.87		
		ADMINISTRATION	GENERAL FUND	MISSOURI MUNICIPAL LEAGUE	OSENBAUGH/MURPHY: CONFEREN	270.00
					MML ANNUAL MEMBERSHIP FEE	1,962.70
				MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	374.37
				DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	6.21
SAMS CLUB/GEGRB	KITCHEN SUPPLIES			40.26		
	KITCHEN SUPPLIES			133.32		
OFFICE DEPOT	PAPER/ENVELOPES/PENS			20.02		
	PAPER			34.99		
STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR			15.00		
RICOH USA INC	ADMIN C85162117			228.22		
	MAILROOM C85162118			228.22		
EASTERN JACKSON CO YOUTH CRT	EJCYC ANNUAL PAYMENT			1,500.00		
PURCHASE POWER	POSTAGE			2,000.00		
MIDWEST PUBLIC RISK	DENTAL			24.44		
	DENTAL			0.86		
	HSA			12.46		
	HSA			415.32		
HSA BANK	HSA - GRAIN VALLEY, MO			63.19		
	HSA - GRAIN VALLEY, MO			2.47		
GRAIN VALLEY PARTNERSHIP	2022 COMPLETE LUNCHEON REG			400.00		
THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY			31.25		
CHIPOTLE	DEPT HEAD MEETING MEAL			77.32		
LAMP RYNEARSON INC	PUBLIC SAFETY GEOTECH			1,170.00		
CANDID MARKETING	BRANDING PROJECT			4,700.00		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			279.00		
	MEDICARE			<u>65.23</u>		
	TOTAL:			14,054.85		
ELECTED	GENERAL FUND			B&B THEATRES	RAFFLE PRIZE	50.00
				WALMART COMMUNITY	RAFFLE PRIZES	698.58
				MASSARGELUXE	RAFFLE PRIZE	110.00
		HOME DEPOT CREDIT SERVICES	RAFFLE PRIZE	115.00		
		TUSCONOS	CHRISTMAS PARTY MEAL	495.93		
		CASEYS GENERAL STORE	RAFFLE PRIZE	20.00		
		QUIKTRIP #00259	RAFFLE PRIZE	20.00		
		BLADE AND TIMBER	RAFFLE PRIZE	100.00		
		KATE SPADE OUTLET STORE	RAFFLE PRIZE	100.00		
		NEW THEATRE & RESTAURANT	RAFFLE PRIZE	70.40		
		CARHARTT	RAFFLE PRIZE	50.00		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,829.91
LEGAL	GENERAL FUND	JACKSON LEWIS P.C.	LABOR RELATIONS ADVICE 12/	1,320.00
		LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	3,175.00
			TOTAL:	4,495.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	285.65
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	153.00
			HSA	332.07
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50
			HSA - GRAIN VALLEY, MO	50.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	24.54
		MOGFOA	CHIESA: 2022 WINTER SEMINA	125.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	173.15
			MEDICARE	40.50
			TOTAL:	1,268.81
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	179.52
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	12.00
		WESTERN ASSN OF COURT ADMIN	2022 BOARDMAN DUES	40.00
			2022 WEEMS DUES	40.00
		SAFEGUARD BUSINESS SYSTEMS	SHOW ME COURTS CKS AND END	311.57
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	15.53
		MERCHANT SERVICES	MONTHLY FEES	31.95
		ROSS MILLER CLEANERS	DRYCLEAN	33.50
		KCMB	WATKINS: 6089 MEMBERSHIP D	150.00
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	2,430.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	175.39
			MEDICARE	41.01
			TOTAL:	3,859.47
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	156.99
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	12.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	13.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	113.12
			MEDICARE	26.45
			TOTAL:	1,121.31
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	91.10
		ADVANCE AUTO PARTS	WIRE TIE ASRT	6.29
			OIL FILTER/BRAKE CLEANER	145.00
			POWER PROBE	319.99
			GEAR OIL	60.00
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	6.00
		OREILLY AUTOMOTIVE INC	NITRILE GLV	66.48
			80OZ DSLSPMT	125.91
		FASTENAL COMPANY	.360X6 YELLOW TINT HST	25.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MIDWEST PUBLIC RISK	DENTAL	17.99
			HSA	157.73
		HSA BANK	HSA - GRAIN VALLEY, MO	38.66
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	7.65
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	4.42
			PW/WOLTZ UNIFORMS	4.42
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	59.53
			MEDICARE	13.93
			TOTAL:	1,150.97
POLICE	GENERAL FUND	GALLS LLC	HANDCUFF POUCH/MAGNETIC MI	136.99
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	5,612.94
			MONTHLY CONTRIBUTIONS	322.32
		MO POLICE CHIEFS ASSOCIATION	BEALE MEMBERSHIP	225.00
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	9.41
		COBAN TECHNOLOGIES INC	MIC G5 TRANSMITTER BATTERY	207.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	40.26
			KITCHEN SUPPLIES	82.40
		ADVANCE AUTO PARTS	HOSE CLAMP/OIL FILTER	4.41
			BELT TENSIONER	53.89
		STATE BANK OF MISSOURI	PD LEASE VEHICLES AND EQUI	122.46
			PD LEASE VEHICLES AND EQUI	3,616.85
			IN-CAR SYSTEMS	2,314.61
			PD LEASE VEHICLES AND EQUI	114.93
			PD LEASE VEHICLES AND EQUI	3,624.38
		OFFICE DEPOT	PAPER/ENVELOPES/PENS	149.86
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	312.00
		AMAZON.COM	SAMSUNG GALAXY CASE	29.98
			FIREPROOF EXPLOSION SAFE B	42.00
		TARGET	SHOP WITH A COP	759.04
			SHOP WITH A COP	628.96
			SHOP WITH A COP	585.11
			SHOP WITH A COP	381.43
			SHOP WITH A COP	583.73
		COSENTINOS PRICE CHOPPER	SNACKS FOR TASER CLASS	35.54
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	HAMPEL OIL INC	1,932.30
			HAMPEL OIL INC	66.14
			HAMPEL OIL INC	579.68
			HAMPEL OIL INC	79.28
		MACA	2022 WALL DUES	60.00
		COMCAST	HIGH SPEED INTERNET	149.85
		LEXISNEXIS RISK DATA MGMT INC	DEC 2021 MINIMUM COMMITMEN	150.00
		WESTERN ASSN OF COURT ADMIN	2022 WALL DUES	40.00
		FUNTASTIC BALLOON CREATIONS LLC	BALLOON COLUMNS	100.00
		HOME DEPOT CREDIT SERVICES	PVC PIPE / PVC EL 90D SXS	95.72
		RAD SYSTEMS	IIAMS RENEWAL	75.00
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	558.40
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			HSA	1,514.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	2,448.00
			HSA	4,649.05
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	1,000.00
		AXON ENTERPRISE INC	TECH ASSURANCE PLAN	1,311.24
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	429.39
		CITY OF INDEPENDENCE	RADIO SYSTEM	9,616.32
		METRO FORD	MOTOR	261.29
		CHEWY.COM	PURINA PRO PLAN	74.17
		GO CAR WASH MANAGEMENT CORP	DEC 2021 CAR WASHES	56.00
		DAREREMOTE.COM	DARE BOOKS	190.80
		FACTORY MOTOR PARTS CO	GEAR ASY - STEERING	448.00-
			15 PSI RADIA SLP	10.02
			ALTERNATOR ASY	412.69
			KIT-TPMS SENSOR	125.56
		MID-STATES ORGANIZED CRIME	2022 MOCIC ANNUAL MEMBERSH	150.00
		ROSS MILLER CLEANERS	DRYCLEAN	21.30
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,353.23
			MEDICARE	784.23
		ROSE HILL FLORAL	THOMPSON: FLORAL	95.46
		MOLLE CHEVROLET INC	HOSE	7.95
		GEARZONE PRODUCTS	BLACKHAWK HOLSTER WITH SER	56.97
		MISSOURI PEACE OFFICERS ASSN	2022 MEMBERSHIP DUES: 25 M	<u>750.00</u>
			TOTAL:	56,022.74
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	121.63
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	12.00
		HAMPEL OIL INC	HAMPEL OIL INC	80.47
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	10.60
		OAK GROVE ANIMAL CLINIC	VET CARE	267.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	80.22
			MEDICARE	<u>18.76</u>
			TOTAL:	977.18
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	590.52
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	6.21
		SAMS CLUB/GEARB	KITCHEN SUPPLIES	34.98
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	35.97
		HAMPEL OIL INC	HAMPEL OIL INC	19.03
		AMERICAN WATER WORKS ASSN	MEMBERSHIP DUES	85.00
		MIDWEST PUBLIC RISK	DENTAL	49.42
			DENTAL	10.21
			HSA	840.11
			HSA	171.17
		HSA BANK	HSA - GRAIN VALLEY, MO	205.91
			HSA - GRAIN VALLEY, MO	29.27
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	55.77
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	410.24
			MEDICARE	<u>95.95</u>
			TOTAL:	2,639.76
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	26.61
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	513.71
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.30
		MIDWEST PUBLIC RISK	DENTAL	21.76
			HSA	224.65
			HSA	37.68
			VISION	8.00
			VISION	16.39
			VISION	2.15
		HSA BANK	HSA - GRAIN VALLEY, MO	150.97
			HSA - GRAIN VALLEY, MO	111.52
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	8.44
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	204.07
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	218.30
			MISSIONSQUARE 457	601.93
			MISSIONSQUARE ROTH IRA	57.93
			MISSIONSQUARE ROTH IRA	11.04
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,373.59
			SOCIAL SECURITY	980.02
			MEDICARE	<u>229.20</u>
			TOTAL:	5,022.79
PARK ADMIN	PARK FUND	NETSTANDARD INC	JANUARY NETSTANDARD CLARIT	618.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	641.39
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	4.37
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	43.20
		COMCAST - HIERARCY ACCT	CITY HALL	7.60
			CITY HALL	39.44
			TYER	124.85
		NATIONAL REC AND PARK ASSOCIATION	CRUTCHFIELD RENEWAL	75.00
		HAMPEL OIL INC	HAMPEL OIL INC	213.11
			HAMPEL OIL INC	67.31
		MISSOURI PARK & REC ASSN	2022 MPRA AGENCY MEMBERSHI	660.00
			DAVIES/STRADER/JONES: CONF	1,440.00
		HD GRAPHICS & APPAREL	PARK BOARD SHIRTS	360.00
		MIDWEST PUBLIC RISK	DENTAL	21.44
			DENTAL	48.52
			HSA	554.15
			HSA	394.21
			HSA	129.79
		HSA BANK	HSA - GRAIN VALLEY, MO	89.34
			HSA - GRAIN VALLEY, MO	129.29
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	68.43
		COMCAST	CITY HALL AND PD VOICE EDG	192.92
			PARKS MAINT VOICE EDGE	35.18
		QUIKTRIP #00259	GAS FOR SMALL ENGINES	34.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	401.87
			MEDICARE	<u>93.99</u>
			TOTAL:	6,487.65
PARKS STAFF	PARK FUND	AAA DISPOSAL SERVICE INC	DECEMBER 2021 SERVICE	77.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	523.54
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	6.26
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	36.00
		HARBOR FREIGHT TOOLS	KNEE PADS & DOLLIES	58.93
		THE UPS STORE	TRIBUTE FLAG SOLAR LIGHT	33.61
		MENARDS - INDEPENDENCE	RESPIRATORS AND REFILLS	179.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSOURI PARK & REC ASSN	MPRA MAINTENANCE ROUNDUP	95.00
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		SPIRE	600 BUCKNER TARSNEY	201.58
			624 JAMES ROLLO CT	19.75
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	40.43
		CONSTRUCTION ANCHORS INC	EPOXY FOR ARMSTRONG RESTRO	40.00
		LAWN & LEISURE	EYEBOLT	5.05
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	335.14
			MEDICARE	<u>78.37</u>
			TOTAL:	2,927.33
RECREATION	PARK FUND	DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	8.40
		WALMART COMMUNITY	CANDY CANE HUNT	42.40
			CANDY CANE HUNT	94.46
			CANDY CANE HUNT RETURNS	22.54-
			COOKIES	5.94
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1.43
			MEDICARE	<u>0.33</u>
			TOTAL:	130.42
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	DECEMBER 2021 SERVICE	58.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	135.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	318.27
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	23.03
		SAMS CLUB/GEGRB	JANITORIAL SUPPLIES	27.46
		WALMART COMMUNITY	MINI MUNCHKINS	31.27
			MINI MUNCHKINS SUPPLIES	26.48
			MINI MUNCHKINS SUPPLIES	7.95
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	12.00
		COMCAST - HIERARCY ACCT	COMM CENTER	257.70
		AMAZON.COM	TOILET PAPER	127.26
		MICHAELS	MINI MUNCHKINS SUPPLIES	3.43
			RETURNS	5.47-
			MINI MUNCHKINS SUPPLIES	4.99
		AUTHORIZE.NET	DEC SIGNUPS	37.40
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	34.90
			HSA	504.90
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	100.00
		SPIRE	713 S MAIN ST	463.95
			713 S MAIN ST A	37.81
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	14.90
		MERCHANT SERVICES	MONTHLY FEES	157.73
			MONTHLY FEES	14.08
		COMCAST	COMM CENTER VOICE EDGE	165.88
		MARY ALLGRUNN	12/28 - 01/06 LINE DANCING	78.60
		LINDA HOMBS	12/28-01/06 LINE DANCING	78.60
		SAMANTHA PETRALIE	12/27-01/07 SILVERSNEAKERS	75.00
		JERRIE CAMERON	12/27-01/07 SILVERSNEAKERS	25.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	241.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	56.51
			TOTAL:	3,774.36
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	165.03
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	27.69
			DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	13.59
			OPEN ACCESS	26.88
			HSA	85.68
			HSA	77.14
			HSA	73.97
			VISION	1.60
			VISION	2.40
			VISION	4.40
			VISION	3.94
		HSA BANK	HSA - GRAIN VALLEY, MO	8.44
			HSA - GRAIN VALLEY, MO	98.62
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	9.89
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	46.96
			MISSIONSQUARE 457	71.00
			MISSIONSQUARE ROTH IRA	44.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	449.11
			SOCIAL SECURITY	297.74
			MEDICARE	69.64
			TOTAL:	1,620.41
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	JANUARY NETSTANDARD CLARIT	370.80
		CARTER WATERS	K SATUROCK PREMIUM	89.50
			K SATUROCK PREMIUM	89.50
		FELDMANS FARM & HOME	DIAPHRAGM PUMP	58.99
			DIAPHRAGM PUMP	127.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	459.94
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	5.91
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	4.43
			KITCHEN SUPPLIES	19.79
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	29.37
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	14.61
			PW	22.67
			PW	37.26
			PW	61.48
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	10.36
		ORKIN	JANUARY 2022 SERVICE	6.06
			JANUARY 2022 SERVICE	13.40
		RICOH USA INC	PW C85162113	45.44
		HAMPEL OIL INC	HAMPEL OIL INC	217.25
			HAMPEL OIL INC	144.56
		GOODYEAR COMMERCIAL TIRE	GY 225/70R19.5 G622 RSD	71.91
		MIDWEST PUBLIC RISK	DENTAL	14.23
			DENTAL	52.10
			OPEN ACCESS	127.11
			HSA	403.91
			HSA	119.57
			HSA	265.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA	288.14
		HSA BANK	HSA - GRAIN VALLEY, MO	29.29
			HSA - GRAIN VALLEY, MO	169.28
		SPIRE	405 JAMES ROLLO DR	131.99
			624 JAMES ROLLO CT	39.55
			711 S MAIN ST	8.36
			618 JAMES ROLLO CT	97.00
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	40.36
		METRO FORD	WHEEL	77.40
		JOHN DEERE FINANCIAL	HEATER / ELBOW 1/2 MPT X 1	11.03
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	31.35
			PW/WOLTZ UNIFORMS	31.35
		LAMP RYNEARSON INC	STORMWATER MASTER PLAN	10,098.00
		COMCAST	CITY HALL AND PD VOICE EDG	57.88
			PW VOICE EDGE	23.71
		COMCAST	PUMP STATION INTERNET	22.99
		VIKING-CIVES MIDWEST INC	5/8 X 4 1/2 BOLT PLOW UNC	16.00
		INDEPENDENT SALT COMPANY	STREET SALT	9,923.58
		BURGER KING	SNOW TEAM MEALS	6.62
		GRAIN VALLEY RENTAL INC	SPLINE ROTARY HAMMER	6.40
			AERIAL LIFT	90.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	297.75
			MEDICARE	69.63
			TOTAL:	24,451.45
PUBLIC HEALTH	PUBLIC HEALTH	AMAZON.COM	SENIOR LUNCHEON SUPPLIES	115.74
			SENIOR LUNCHEON SUPPLIES	148.39
			SENIOR LUNCHEON SUPPLIES	44.00
			SENIOR LUNCHEON SUPPLIES	29.95
			NAPKINS	12.99
			SENIOR LUNCHEON SUPPLIES	50.97
			SENIOR LUNCHEON SUPPLIES	61.96
			SENIOR LUNCHEON SUPPLIES	97.98
		COSENTINOS PRICE CHOPPER	LUNCH SUPPLIES	87.21
		OATS	2021 NOVEMBER OATS	199.50
			TOTAL:	848.69
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	LAMP RYNEARSON INC	PUBLIC SAFETY GEOTECH	3,860.00
			TOTAL:	3,860.00
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,104.37
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	110.77
			DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.18
			AFLAC-W2 DD PRETAX	57.35
		MISCELLANEOUS	CRIPPEN, ELAINE	10-130100-00
			SMITH, REBECCA	10-141500-08
			THOMPSON, D LEE	10-141810-03
			MORRIS, ALLISON	10-142910-03
			ROBERTSON, JACOB	10-145800-13
			CRAWFORD, JANIE	10-215400-10
			BARNEY, JEFF	10-225100-02
			MYNATT, SAM W	10-241000-13
			HOWE, STEPHEN	10-247800-11
			MCLEOD, MARISSA	10-256280-05
			MAPLES, COURTNEY	10-351500-09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ABEL, VICTOR	10-362500-06	66.08
		TRIPLETT, DEBBIE	10-376400-00	4.80
		PARKER, RONNIE	10-377990-00	15.54
		LINTON, CAMERON	10-384900-12	45.96
		FITZPATRICK, BRIAN	10-411100-00	12.96
		PYNE, JOHN	10-421270-05	15.54
		VINYARD, CHARLES	10-453500-03	1.76
		ALBRACHT, TOM	10-458060-01	17.34
		COIL CONSTRUCTION	10-801109-02	860.54
		GONZALEZ, MIGUEL	10-831130-08	10.04
		EAGLE VALLEY AUTOMOT	10-849600-01	63.07
		PAINTER, MICHAEL	10-850290-07	10.43
		GAO, MINDE	10-900040-13	51.76
		HARRIS, NIKKI	10-900940-03	15.54
		MIDWEST PUBLIC RISK	DENTAL	84.45
			OPEN ACCESS	107.52
			HSA	491.60
			HSA	460.76
			HSA	332.53
			VISION	6.40
			VISION	13.94
			VISION	26.28
			VISION	21.60
		HSA BANK	HSA - GRAIN VALLEY, MO	62.16
			HSA - GRAIN VALLEY, MO	554.84
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	73.30
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	161.85
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	350.45
			MISSIONSQUARE 457	444.57
			MISSIONSQUARE ROTH IRA	280.71
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,291.75
			SOCIAL SECURITY	2,066.79
			MEDICARE	<u>483.34</u>
			TOTAL:	12,462.39
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	DECEMBER 2021 SERVICE	38.75
		NETSTANDARD INC	JANUARY NETSTANDARD CLARIT	741.60
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	637.77
			BILL PRINT AND MAIL	110.64
			BILL PRINT AND MAIL	490.82
			BILL PRINT AND MAIL	85.21
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,558.11
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	18.02
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	8.87
			KITCHEN SUPPLIES	39.58
		ADVANCE AUTO PARTS	FUEL FILTER/ OIL FILTER	71.43
		VANCO SERVICES LLC	DEC 2021 GATEWAY EXCHANGE	69.32
		OFFICE DEPOT	PAPER/ENVELOPES/PENS	8.46
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	95.13
		COMCAST - HIERARCY ACCT	CITY HALL	10.87
			CITY HALL	48.64
			PW	45.34
			PW	74.53
			PW	122.95
		OREILLY AUTOMOTIVE INC	TIRE VALVE	2.58
			FUEL FILTER	35.23

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	20.72
		ORKIN	JANUARY 2022 SERVICE	12.12
			JANUARY 2022 SERVICE	26.80
		MISSOURI ONE CALL SYSTEM INC	NOV 426 LOCATES	532.50
			DEC 411 LOCATES	513.75
		BLUE SPRINGS WINWATER CO	4) 8X3/4 SADDLE	236.00-
			6) 8X1 CC BR SADDLE	609.06
			CORP STOP AWWAXFLR	496.20
			2' DI MJ SOLID CAP	57.00
		RICOH USA INC	PW C85162113	91.39
			PW C85162115	114.11
		HOLLIDAY SAND AND GRAVEL CO.	CLEAN ROCK	305.50
			CLEAN ROCK	61.29
		HAMPEL OIL INC	HAMPEL OIL INC	434.47
			HAMPEL OIL INC	289.10
		GOODYEAR COMMERCIAL TIRE	GY 225/70R19.5 G622 RSD	143.81
		MIDWEST PUBLIC RISK	DENTAL	53.24
			DENTAL	161.97
			OPEN ACCESS	254.24
			HSA	1,158.78
			HSA	796.03
			HSA	793.41
			HSA	647.62
		HSA BANK	HSA - GRAIN VALLEY, MO	180.56
			HSA - GRAIN VALLEY, MO	459.71
		SPIRE	405 JAMES ROLLO DR	263.98
			624 JAMES ROLLO CT	49.41
			711 S MAIN ST	16.69
			618 JAMES ROLLO CT	194.22
		GOVERNMENTJOBS.COM	PERFORM SUBSCRIPTION	1,603.44
			ANNUAL SUBSCRIPTION	2,083.03
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	137.13
		METRO FORD	WHEEL	154.80
		MO DEPT OF NATURAL RESOURCES	MYERS RENEWAL	61.75
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.71
			PW/WOLTZ UNIFORMS	62.71
		LAMP RYNEARSON INC	OLD 40 HWY WATERLINE RELOC	979.23
		MERCHANT SERVICES	MONTHLY FEES	421.84
			MONTHLY FEES	1,787.87
		COMCAST	CITY HALL AND PD VOICE EDG	115.74
			PW VOICE EDGE	47.42
		COMCAST	PUMP STATION INTERNET	45.97
		VIKING-CIVES MIDWEST INC	FRONT PUMP DRIVELINE ASSEM	165.68
			3/8 FEMALE QUICK COUPLER H	20.00
		TYLER TECHNOLOGIES INC	JAN 22 MONTHLY FEES	97.00
			UB TRANSACTION FEES	3,630.77
			UTILITY BILLING NOTIFICATI	48.70
		RUSH TRUCK CENTER	TUBE FORMED FUEL	58.78
			FITTING FUEL/TUBE TMS	137.48
		BURGER KING	SNOW TEAM MEALS	13.23
		GRAIN VALLEY RENTAL INC	SPLINE ROTARY HAMMER	12.80
			AERIAL LIFT	180.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,033.37
			MEDICARE	241.67
		FORCE AMERICA DISTRIBUTING LLC	SWITCH ROCKER	21.18
			TOTAL:	26,039.83

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	DECEMBER 2021 SERVICE	38.75
		NETSTANDARD INC	JANUARY NETSTANDARD CLARIT	741.60
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	637.77
			BILL PRINT AND MAIL	110.65
			BILL PRINT AND MAIL	490.83
			BILL PRINT AND MAIL	85.22
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	1,558.10
		DIV OF EMPLOYMENT SECURITY	4TH QTR 2021 MO UE	18.02
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	8.86
			KITCHEN SUPPLIES	39.57
		ADVANCE AUTO PARTS	FUEL FILTER/ OIL FILTER	71.43
		VANCO SERVICES LLC	DEC 2021 GATEWAY EXCHANGE	69.32
		OFFICE DEPOT	PAPER/ENVELOPES/PENS	8.46
		STANDARD INSURANCE CO	JAN 22 STANDARD LIFE INSUR	95.13
		COMCAST - HIERARCY ACCT	CITY HALL	10.87
			CITY HALL	48.64
			PW	45.34
			PW	74.53
			PW	122.96
		OREILLY AUTOMOTIVE INC	TIRE VALVE	2.58
			FUEL FILTER	35.23
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	20.72
		ORKIN	JANUARY 2022 SERVICE	12.12
			JANUARY 2022 SERVICE	26.80
		RICOH USA INC	PW C85162113	91.39
			PW C85162115	114.11
		HOLLIDAY SAND AND GRAVEL CO.	CLEAN ROCK	305.50
		HAMPEL OIL INC	HAMPEL OIL INC	434.47
			HAMPEL OIL INC	289.10
		SALLEYS PROPANE	TANK RENTAL	107.85
		GOODYEAR COMMERCIAL TIRE	GY 225/70R19.5 G622 RSD	143.81
		MIDWEST PUBLIC RISK	DENTAL	53.23
			DENTAL	161.95
			OPEN ACCESS	254.25
			HSA	1,158.78
			HSA	796.03
			HSA	793.42
			HSA	647.62
		HSA BANK	HSA - GRAIN VALLEY, MO	180.55
			HSA - GRAIN VALLEY, MO	459.68
		SPIRE	405 JAMES ROLLO DR	263.98
			624 JAMES ROLLO CT	49.46
			711 S MAIN ST	16.72
			618 JAMES ROLLO CT	194.21
		GOVERNMENTJOBS.COM	PERFORM SUBSCRIPTION	1,603.44
			ANNUAL SUBSCRIPTION	2,083.04
		THE LINCOLN NATIONAL LIFE INSURANCE CO	JAN 2022 DISABILITY	137.13
		METRO FORD	WHEEL	154.80
		JOHN DEERE FINANCIAL	HEATER / ELBOW 1/2 MPT X 1	49.98
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	62.71
			PW/WOLTZ UNIFORMS	62.71
		MERCHANT SERVICES	MONTHLY FEES	421.84
			MONTHLY FEES	1,787.87
		COMCAST	CITY HALL AND PD VOICE EDG	115.74
			PW VOICE EDGE	47.41
		COMCAST	PUMP STATION INTERNET	45.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		VIKING-CIVES MIDWEST INC	FRONT PUMP DRIVELINE ASSEM	165.68
			3/8 FEMALE QUICK COUPLER H	20.00
		TYLER TECHNOLOGIES INC	JAN 22 MONTHLY FEES	97.00
			UB TRANSACTION FEES	3,630.78
			UTILITY BILLING NOTIFICATI	48.70
		RUSH TRUCK CENTER	TUBE FORMED FUEL	58.78
			FITTING FUEL/TUBE TMS	137.48
		BURGER KING	SNOW TEAM MEALS	13.23
		GRAIN VALLEY RENTAL INC	SPLINE ROTARY HAMMER	12.80
			AERIAL LIFT	180.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,033.42
			MEDICARE	241.67
		FORCE AMERICA DISTRIBUTING LLC	SWITCH ROCKER	<u>21.18</u>
			TOTAL:	23,122.97
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	419.90
			VISA-CARD SERVICES 1184	495.93
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	190.80
			VISA-CARD SERVICES 1325	1,302.49
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	89.82
			VISA-CARD SERVICES 9016	495.68
		VISA-CARD SERVICES 1663	VISA-CARD SERVICES 1663	2,008.65
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	474.95
			VISA-CARD SERVICES 1788	1,821.01
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	125.00
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	2,263.67
			VISA-CARD SERVICES 9313	361.29
		VISA-CARD SERVICES 9321	VISA-CARD SERVICES 9321	309.11
		VISA-CARD SERVICES 1838	VISA-CARD SERVICES 1838	75.00
			VISA-CARD SERVICES 1838	77.86
		VISA-CARD SERVICES 1846	VISA-CARD SERVICES 1846	33.08
			VISA-CARD SERVICES 1846	61.75

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	CRAM, JAMES M	US REFUNDS	<u>944.17</u>
			TOTAL:	11,550.16

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

100	GENERAL FUND	126,849.77
200	PARK FUND	18,342.55
210	TRANSPORTATION	26,071.86
230	PUBLIC HEALTH	848.69
280	CAPITAL PROJECTS FUND	3,860.00
600	WATER/SEWER FUND	62,569.36
999	POOLED CASH FUND	10,605.99

	GRAND TOTAL:	249,148.22

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 12/31/2021 THRU 1/14/2022
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM: YES

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Resolutions

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

MEETING DATE	1/24/2022		
BILL NUMBER	R22-07		
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SPEND FUNDS TO RENEW THE ANNUAL SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH DUDE SOLUTIONS INC.		
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT		
PRESENTER	Mark Trosen – Community Development Director		
FISCAL INFORMATION	Cost as recommended:	\$10,210.40	
	Budget Line Item:	100-08-78530	1,735.76
		210-55-78530	1,735.76
		600-60-78530	3,369.44
		600-65-78530	3,369.44
	Balance Available	\$2125.00	
		\$2125.00	
		\$4125.00	
		\$4125.00	
	New Appropriation Required:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
PURPOSE	To enter into a renewal agreement with Dude Solutions who provides Public Works with asset management software for work orders and asset management tracking and record keeping.		
BACKGROUND	Public Works has used Dude Solutions for 4 years for asset management software and record keeping.		

SPECIAL NOTES	The costs of the service provided are covered under the sourcewell contract #090320-SDI
ANALYSIS	None
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Quote for 2022 coverage

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

January, 24, 2022

RESOLUTION NUMBER

R22-07

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SPEND FUNDS TO RENEW THE ANNUAL SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH DUDE SOLUTIONS INC.

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

WHEREAS, the Board of Aldermen adopted the 2022 budget which appropriated funds for this purchase on December 13, 2021 via B21-34; and

WHEREAS, the recommendation is in accordance with the adopted purchasing policy and the approved budget for the Dude Solutions software maintenance and support; and

WHEREAS, upon execution of this agreement the City of Grain Valley will enter into an agreement for services with Dude Solutions Inc.

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 for services with Dude Solutions for software maintenance and support.

PASSED and APPROVED, via voice vote, (____-____) this ____ Day of ____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk

[R21-07]

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Tax ID: 56-2174429
 Phone: 877-639-3833 (DUDE)
 Email: accountsreceivable@dudesolutions.com

Invoice #: INV-100666
 Invoice Currency: USD
 Invoice Date: 01/01/2022
 Terms: Net 30
 Due Date: 01/31/2022

Client ID: 10263

Please note our new Remittance Address below.

Bill To:
City Of Grain Valley
 Mark Trosen
 711 Main Street
 Grain Valley, MO 64029
 United States

Ship To:
City Of Grain Valley
 Mark Trosen
 711 Main Street
 Grain Valley, MO 64029
 United States

PO #:
 Reference: Sourcwell Contract # 090320-SDI

Description	Start Date	End Date	Qty	Unit Price	Amount
Asset Essentials Inventory City Of Grain Valley	01/01/2022	12/31/2022	1	\$1,089.62	\$1,089.62
Asset Essentials Pro City Of Grain Valley	01/01/2022	12/31/2022	1	\$3,909.03	\$3,909.03
Pro Storm Water Module City Of Grain Valley	01/01/2022	12/31/2022	1	\$1,737.25	\$1,737.25
Pro Streets/Signs/Sidewalks Module City Of Grain Valley	01/01/2022	12/31/2022	1	\$1,737.25	\$1,737.25
Pro Water Distribution and Waste Water Collection Module City Of Grain Valley	01/01/2022	12/31/2022	1	\$1,737.25	\$1,737.25
SUBTOTAL					\$10,210.40
Sales Tax					\$0.00
TOTAL					\$10,210.40

TOTAL APPLIED	USD 0.00
TOTAL DUE	USD 10,210.40

[Need a copy of our W-9? Click here to get a copy from our SharePoint site.](#)
[Have questions regarding your invoice? Click here to see our video.](#)

TO PAY BY CHECK
 Dude Solutions, Inc
 PO Box 936580
 Atlanta, GA 31193-6580

TO PAY BY ACH/WIRE
 Wells Fargo Bank, N.A.
 420 Montgomery St.
 San Francisco, CA 94104
 Account #: 4490322294
 Routing #: 121000248
 Swift #: WFBUS6S

TO PAY BY CREDIT CARD
 Call 877-639-3833 (DUDE)

This Invoice and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.

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

MEETING DATE	1/24/2022	
BILL NUMBER	R22-08	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A TEN-FOOT STAINLESS STEEL SALT SPREADER FOR USE BY PUBLIC WORKS TO MAINTAIN ROADWAYS	
REQUESTING DEPARTMENT	Community Development	
PRESENTER	Mark Trosen, Director of Community Development	
FISCAL INFORMATION	Cost as recommended:	\$20,328.00
	Budget Line Item:	210-55-78500
	Balance Available	\$37,500.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To maintain reliable snow and ice control measures	
BACKGROUND	This is a Budgeted Capital Equipment item approved in the 2022 Fiscal Year Budget.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	The Board of Aldermen held work sessions on 10/21/2021, and 10/26/2021 to discuss the 2022 Fiscal Year Budget; and the budget was approved on 12/13/2021 via Ordinance #2569.	
BOARD OR COMMISSION RECOMMENDATION	None	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Quotes, Memo

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

January 24, 2022

RESOLUTION NUMBER
R22-08

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINSTRATOR TO PURCHASE A TEN-FOOT STAINLESS STEEL SALT SPREADER FOR USE BY PUBLIC WORKS TO MAINTAIN ROADWAYS

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri is dedicated to maintaining safe roadways throughout the City; and

WHEREAS, the replacement of this piece of equipment is 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 2022 Fiscal Year Budget via Ordinance #2569; and

WHEREAS, the purchase of this piece of equipment through MODOT contract falls 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 a ten-foot stainless steel salt spreader as quoted from Viking-Cives via MODOT contract.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk

[R22-08]

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Memorandum

To: Mark Trosen, Director of Community Development; Ken Murphy, City Administrator
From: Andrew Woltz, Mechanic
Date: 01/12/2022
Re: Replacement Salt/Material Spreader

A salt/material spreader has reached the target replacement of ninety-six months. This spreader is being replaced on schedule to maintain reliable equipment for maintaining roadways in inclement weather. The materials used to maintain roadways in inclement weather cause this type of equipment to deteriorate at a faster rate than other types of equipment used in inclement weather.

Prices are from MODOT contract from two different vendors for the same spreader. Henderson Products came in at \$28,459.00.00 shipped to the City. Viking-Cives came in at \$20,328.00 shipped to the City.

Quotes are only valid for thirty days due to the raw material market volatility. Stainless Steel and carbon steel prices are up over 200% from last year at this time and the price quotes reflect the increases from last year. Delaying the purchase of this material spreader will lead to a price increase.

Respectfully Submitted,

Andrew Woltz, Mechanic

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HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
MANCHESTER, IA 52057-0040
PHONE: 563-927-2828
FAX: 563-927-6328

CUSTOMER QUOTE

Page 1
Quote #156178
Rev #21

To: City of Grain Valley Public Works
Attn: Andrew Woltz
Quote Date: 1/10/2022
Valid Until: 2/9/2022

Quoted By: Timothy Bruemmer
Phone:
Cell: 573-590-1467
Fax:
Email: tbruemmer@hendersonproducts.com

Quoted:
Grain Valley FSH

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

FSH salt / sand spreader

Spreader Model: **FSH-II Salt/Sand Spreader**
Hopper length: **10'**
Hopper material: **201SS - 10 GA sides/ends, 7 GA sills/floor**
Capacity: **FSH-II 50" (5.6 CY) w/ formed chain shields standard**
Conveyor: **Single 7" dia. auger**
Gearcase: **3.6:1 planetary gearcase**
Chute type: **Standard Dump Over Chute Same Material as Hopper**
Tilt-up spinner: **Tilt-up spinner with hand wrench, SS (loose "SL")**
Spinner disk: **Standard disk with Stainless Vanes**
Inverted vee: **Inverted vee, 201ss**
Install inverted vee: **Install at factory**
Screen type: **Std. top grate screens**
Install top grate screens: **Install at factory**
Rubber side shields: **Rubber side shields (loose "SL")**
Extended front idler grease tubes: **Extended front idler grease tubes**
Trunnion latch for tailgate: **Trunnion latch, Mild Channel (loose "SL")**

PWS liquid pre-wetting system

Power Source: **None-No power unit**
Application: **V-box spreader**
Product Size: **Full Size V-Box 8-9FT Long**
Control Box: **No Control Box Tanks only**
Pump: **No Pump**
Console: **None-Deduct PWSE Console**
Tank Size: **(2) 100 Gal Poly Tanks w/plumb & HW Requires 24" Bracing**
Spray Assembly: **Std Variable Displacement Nozzle Assembly**
Mounting Hardware: **Std Powder Coated Carbon Steel Mount Hardware**

Spreader Stand

Product: **Stand For FSH**
Stand Type: **HD (Tube) Stand**





HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
MANCHESTER, IA 52057-0040
PHONE: 563-927-2828
FAX: 563-927-6328

CUSTOMER QUOTE

Page 2
Quote #156178
Rev #21

Spreader Length: **10 Ft Spreader**
Material: **Mild Construction**
Legs: **Heavy Duty Legs**
Paint: **Paint Black**
Install: **Stand Shipped Loose**
Option 1 Description: **USE PART NUMBER 150892.201**

Installation Workup

Facility: **CASH AND CARRY**
C&C Facility: **IDC-MO**
Chassis Delivery To Henderson: **Truck Dealer/Customer Delivers**
Completed Truck Delivery Method: **Henderson Delivers (161-250 miles)**

Single Package: \$28,459.00
Package(s) : 1
Total: \$28,459.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com.

Due to current raw material market conditions this quote includes a surcharge on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.

Signed: _____ Date: _____

Quote notes:





22956 Hwy 61
 PO Box 295
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3369

Quote

Quote #	Date
168214	01/11/22

Customer		
CITY OF GRAIN VALLEY		
***** email invoices*****		
711 MAIN STREET		
GRAIN VALLEY	MO	64029

Ship To		
CITY OF GRAIN VALLEY		
405 JAMES ROLLO DR		
GRAIN VALLEY	MO	64029

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30	DALE	01/11/22			

Item	Description	Ordered	UOM	Price Per	Total Price
MSRP4000	SPREADER AND SPREADER OPTIONS (MoDOT ITEM PRICES PER CONTRACT 3-160824RW ARE RELECTED IN DISCOUNT BELOW)	1.00	EA	0.00	0.00
MO18SCSPR100	10' Swenson EVA-100-10-84-48 201SS single auger spreader (includes 100 gallon tanks (2) and top screens, no sensor) - this item includes a 12% material surcharge	1.00	EA	15,601.00	15,601.00
MO18SCOPT108	10' galvanized steel spreader stand - this item includes a 12% material surcharge	1.00	EA	3,419.00	3,419.00
MSRP4340	Spreader install kit (includes tie down straps and hose kit) - pricing included in spreader price	1.00	EA	0.00	0.00
MSRP4350	Rubber flaps on spreader sides - 10'	1.00	EA	1,236.00	1,236.00
MSRP4405	Tailgate latch bar	1.00	EA	72.00	72.00

Prepared By: dewheeler@vikingcivesmidwest.c
 Memo:

Sub-Total	20,328.00
Shipping	0.000
Discount	0.00
Taxes	0.00
Total	20,328.00

Customer must fill out the information below before the order can be processed.

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include anv applicable taxes.
 *Terms are Due Upon Receipt unless prior credit
 *Terms for established accounts. NET 30 days
 *Please note if chassis is furnished. it is as a convenience and terms are Net Due on Receipt of Chassis

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

MEETING DATE	1/24/2022	
BILL NUMBER	R22-09	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET FOR A MODIFICATION OF THE MISSOURI LOCAL GOVERNMENT EMPLOYEE RETIREMENT SYSTEM (LAGERS) BENEFIT PROGRAM FOR COVERED EMPLOYEES, CHANGING FROM BENEFIT PLAN L-7 TO L-6	
REQUESTING DEPARTMENT	Administration and Finance	
PRESENTER	Ken Murphy, City Administrator Steven Craig, Finance Director	
FISCAL INFORMATION	Cost as recommended:	See Ordinance
	Budget Line Item:	
	Balance Available:	See Ordinance
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To amend the current budget (2022) to allow for the modification of the City's Local Government Employee Retirement System (LAGERS) Benefit Program for covered employees, changing from benefit plan L-7 to L-6.	
BACKGROUND	During the Fiscal Year 2022 budget workshops, the possibility of changing the retirement plan was presented and the preliminary costs were discussed. An actuarial study was completed by LAGERS that provided the final information for the prior service years lump sum payment and contribution percentages which was included in the 11/22/2021 meeting packet.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	

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

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

January 24, 2022

RESOLUTION NUMBER

R22-09

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET FOR A MODIFICATION OF THE MISSOURI LOCAL GOVERNMENT EMPLOYEE RETIREMENT SYSTEM (LAGERS) BENEFIT PROGRAM FOR COVERED EMPLOYEES, CHANGING FROM BENEFIT PLAN L-7 TO L-6

WHEREAS, the Board of Aldermen of the City of Grain Valley recognize the importance of providing competitive benefits for its employees; and

WHEREAS, the Board of Aldermen of the City of Grain Valley desires to change to the Missouri Local Government Employees Retirement System (LAGERS) Benefit Program L-6 for covered employees; and

WHEREAS, the 2022 budget needs to be amended to reflect both the revenue and the expenditures to make the LAGERS L-6 Benefit change.

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

SECTION 1: The Board of Aldermen recognize the need to amend the 2022 budget to adopt a change in the Benefit Program of covered employees, changing to Benefit Program L-6.

PASSED and APPROVED, via voice vote, (-) this ___ Day of _____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk

[R22-09]

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

MEETING DATE	1/24/2022	
BILL NUMBER	R22-10	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING A MODIFICATION OF THE MISSOURI LOCAL GOVERNMENT EMPLOYEE RETIREMENT SYSTEM (LAGERS) BENEFIT PROGRAM FOR COVERED EMPLOYEES, CHANGING FROM BENEFIT PLAN L-7 TO L-6	
REQUESTING DEPARTMENT	Administration and Finance	
PRESENTER	Ken Murphy, City Administrator Steven Craig, Finance Director	
FISCAL INFORMATION	Cost as recommended:	\$1,500,000
	Budget Line Item:	
	Balance Available:	\$14,379,170
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To modify the City Retirement Plan from the LAGERS benefit plan L-7 to L-6.	
BACKGROUND	During the Fiscal Year 2022 budget workshops, the possibility of changing the retirement plan was presented and the preliminary costs were discussed. An actuarial study was completed by LAGERS that provided the final information for the prior service years lump sum payment and contribution percentages which was included in the 11/22/2021 meeting packet.	
SPECIAL NOTES	The resolution must be sent to LAGERS within 10 days of adoption.	
ANALYSIS	Many of the government entities in the Kansas City area including most of the large cities within Jackson County offer the LAGERS L-6 benefit plan. Offering this benefit is an additional hiring incentive and would align with the City's Strategic Goal of decreasing employee turnover.	

PUBLIC INFORMATION PROCESS	The LAGERS study has been available to the public since 11/23/2021.
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution and Supplemental Actuarial Valuation Report

January, 24, 2022

RESOLUTION NUMBER

R22-10

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING A MODIFICATION OF THE MISSOURI LOCAL GOVERNMENT
EMPLOYEES RETIREMENT SYSTEM (LAGERS) BENEFIT PROGRAM FOR COVERED
EMPLOYEES, CHANGING FROM BENEFIT PLAN L-7 TO L-6**

WHEREAS, the Board of Aldermen of the City of Grain Valley desires to change to Benefit Program L-6; and

WHEREAS, Section 105.675 RSMo requires that the City obtain a Supplemental Actuarial Valuation Report, and that said Report must be available for public inspection at least 45 days prior to the Board's action to modify the City LAGERS Benefit Program; and

WHEREAS, the Board of Aldermen of the City of Grain Valley has complied with the notice and filing requirements of Section 105.675 RSMo and the Report has been available in the Office of the City Clerk since November 23, 2021; and

WHEREAS, the Board of Aldermen of the City of Grain Valley understands that, by adopting this benefit change, the Board of Aldermen of the City of Grain Valley is accepting the legal obligation to fund the elected benefits now and in the future and that it will be financially able to do so; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Grain Valley, an employer under the Missouri Local Government Employees Retirement System (LAGERS), hereby elects the following:

SECTION 1: To adopt a change in the Benefit Program of covered employees, changing to Benefit Program L-6 in accordance with 70.655 RSMo.

PASSED and APPROVED, via voice vote, (6-0) this 24th Day of January, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk



The City of Grain Valley

Supplemental Actuarial Valuation of Alternate
LAGERS Benefits
February 28, 2021



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November 5, 2021

The City of Grain Valley
Grain Valley, Missouri

Ladies and Gentlemen:

Submitted in this report are the results of an actuarial valuation prepared to determine the employer contribution rates required to support, for your employees, certain benefits provided by the Missouri Local Government Employees Retirement System (LAGERS). This report contains the information needed to comply with Missouri state disclosure requirements regarding changes in LAGERS benefits by a political subdivision (Sections 105.660 - 105.685 RSMo).

The contribution requirement for benefits likely to accrue as a result of the future service of your employees is described in this report as the normal cost rate plus the casualty rate. This contribution rate, expressed as a percent of active employee payroll, will depend on the benefit plan adopted.

The contribution requirement to pay for benefits likely to result from service rendered by your employees prior to the valuation date, the liability for which is not covered by present employer account balances, is described in this report as the prior service cost rate. The prior service cost rate is the rate of contribution designed to pay for any unfunded actuarial accrued liability.

Section 70.730 of the Revised Statutes of Missouri requires participating employers to contribute the normal cost rate, casualty rate, and prior service cost rate for the benefit plan in effect. These contributions are mandatory.

The actuarial assumptions and methods used to determine the stated costs are described in Appendix I of this report. In our opinion, they do produce results which, in the aggregate, are reasonable. Additional miscellaneous and technical assumptions as well as disclosures required by the actuarial standards of practice may be found in the LAGERS Compiled Annual Actuarial Valuation report as of February 28, 2021. Annual actuarial valuation results for the political subdivision and information pertaining to those results may be found in the political subdivision's annual actuarial valuation report as of February 28, 2021.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

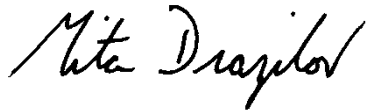
The computed contribution rates will permit the System to continue to operate in accordance with the actuarial principles of level cost financing and the state law which governs LAGERS. Summary provisions of the law as well as benefit illustrations can be found in Appendices II and III.

In accordance with 105.675 RSMo, note that this entire report must be available as public information for at least 45 calendar days prior to the date final official action is taken by your governing body to adopt an alternate benefit plan. You may wish to make notice of this report in the official minutes of the next meeting of your governing body. This action would not be binding on your subdivision, yet would establish the beginning date of the 45 day waiting period. The statement of cost must also be provided to the Joint Committee on Public Employee Retirement. The statement can be mailed to the State Capitol, Room 219-A, Jefferson City, MO 65101 or e-mailed to JCPER@senate.mo.gov.

The valuation was based on the same data as was used in your February 28, 2021 annual actuarial valuation. If you have any questions concerning this report or LAGERS in general, please contact the LAGERS office in Jefferson City.

Mita D. Drazilov is a Member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Respectfully submitted,



Mita D. Drazilov, ASA, FCA, MAAA



Alternate Plan Provisions Affecting Employer Contribution Rates

The law governing LAGERS provides for a member contribution rate of 0%, 2%, 4% or 6%, with benefits based on either a 5 year or 3 year Final Average Salary (FAS).

Member Contribution Rate - 0% Plan. Under the 0% plan, there is no individual employee contribution to the plan, no individual account maintained for each employee, and no refund paid to employees who terminate before being eligible for a benefit.

Member Contribution Rate - 2%, 4% or 6% Plan. Under any plan other than 0%, each covered member contributes a percentage of compensation to LAGERS. If an employee terminates before being eligible for an immediate benefit, the member's contributions, plus any interest credited to the member's individual account, are refunded upon request.

The law further provides for nine different benefit programs (benefit formula factors) and allows an employer to elect "rule of 80" eligibility for benefits. Under the rule of 80, employees are eligible for unreduced benefits at the earlier of (i) attainment of their minimum service retirement age or (ii) such time as their years of age plus years of LAGERS credited service equals 80.

In total this allows for 144 different combinations of benefit plans, giving employers considerable latitude in designing the retirement program that best suits their particular situation.

The applicable combinations of these items may be changed from time to time, however, there are limitations on the frequency of changes. A more detailed description of plan provisions may be found in Appendix II of this report.

The City of Grain Valley

Computed Employer Contribution Rates - General Employees

As of February 28, 2021

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-7	L-6
Final Average Salary:	5 years	5 years
Member Contribution Rate:	0%	0%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	8.8%	11.6%
Casualty Rate	0.3	0.5
Prior Service Cost Rate ¹	<u>0.3</u>	<u>3.0</u>
Total Employer Contribution Rate	9.4%	15.1%
Increase in Employer Contribution Rate for Alternate Plan as a percent of payroll		5.7%
Increase in Actuarial Accrued Liability ¹		\$724,147

Employer contribution rates shown above are for the fiscal year beginning in 2022. If the alternate plan is adopted prior to the fiscal year beginning in 2022, 5.7% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

If you have any questions, please call the LAGERS office at 1-800-447-4334.

The City of Grain Valley

Projected Estimated Employer Contribution Rates - General Employees

As of February 28, 2021

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference	Estimated Employer Contribution		Estimated Difference	Estimated Employer Contribution		Estimated Difference
		As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA
2021	\$1,985,323	9.4%	\$186,620	\$68,417	15.1%	\$299,784	\$792,564	5.7%	\$113,164	\$724,147
2022	2,039,919	9.4	191,752	66,494	15.1	308,028	785,919	5.7	116,276	719,425
2023	2,096,017	9.4	197,026	64,253	15.1	316,499	777,102	5.7	119,473	712,849
2024	2,153,657	9.4	202,444	61,665	15.1	325,202	765,912	5.7	122,758	704,247
2025	2,212,883	9.4	208,011	58,701	15.1	334,145	752,135	5.7	126,134	693,434
2026	2,273,737	9.4	213,731	55,329	15.1	343,334	735,541	5.7	129,603	680,212
2027	2,336,265	9.4	219,609	51,516	15.1	352,776	715,881	5.7	133,167	664,365
2028	2,400,512	9.4	225,648	47,225	15.1	362,477	692,888	5.7	136,829	645,663
2029	2,466,526	9.4	231,853	42,416	15.1	372,445	666,275	5.7	140,592	623,859
2030	2,534,355	9.4	238,229	37,047	15.1	382,688	635,734	5.7	144,459	598,687

AAL = Actuarial Accrued Liability
 AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2021, the actuarial value of assets is \$3,193,637; the estimated market value of assets is \$3,365,266; the actuarial accrued liability is \$3,262,054; and the funded ratio is 97.9%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2021, there is no difference between the capped and uncapped employer contribution rate.



The City of Grain Valley

Computed Employer Contribution Rates - Police Employees

As of February 28, 2021

Benefit Plan Information

<u>Benefit Plans</u>	<u>Present Plan</u>	<u>Alternate Plan</u>
# Benefit Program:	L-7	L-6
Final Average Salary:	5 years	5 years
Member Contribution Rate:	0%	0%
Retirement Eligibility:	Regular	Regular

Actuarial Information

Employer Contribution Rates (as a percent of payroll)

	<u>Present Plan</u>	<u>Alternate Plan</u>
Normal Cost Rate	9.8%	13.0%
Casualty Rate	0.6	0.8
Prior Service Cost Rate ¹	<u>(0.1)</u>	<u>4.4</u>
Total Employer Contribution Rate	10.3%	18.2%
Increase in Employer Contribution Rate for Alternate Plan as a percent of payroll		7.9% ²
Increase in Actuarial Accrued Liability ¹		\$663,540

Employer contribution rates shown above are for the fiscal year beginning in 2022. If the alternate plan is adopted prior to the fiscal year beginning in 2022, 7.9% would be added to the employer contribution rate currently in effect.

Change in provisions from present plan.

¹ The increase in the actuarial accrued liability due to adoption of the alternate plan was amortized over a 20 year period to compute the increase in the Prior Service Cost Rate.

² The increase of 7.9% as shown above, includes the estimated cost (value) of the change in benefit provisions equal to 7.7% of payroll and 0.2% of payroll due to the capped contribution rate of this group as of February 28, 2021.

If you have any questions, please call the LAGERS office at 1-800-447-4334.



The City of Grain Valley

Projected Estimated Employer Contribution Rates - Police Employees

As of February 28, 2021

Valuation Date Feb. 28/29	Estimated Projected Payroll	Present Plan			Alternate Plan			Change Due to Proposed Provisions		
		Estimated Employer Contribution		Estimated Difference	Estimated Employer Contribution		Estimated Difference	Estimated Employer Contribution		Estimated Difference
		As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA	As a % of Payroll	Annual Dollars	Between AAL and AVA
2021	\$1,149,920	10.3%	\$118,442	\$7,776	18.2%	\$209,285	\$671,316	7.9%	\$90,843	\$663,540
2022	1,181,543	10.5	124,062	9,344	18.2	215,041	666,258	7.7	90,979	656,914
2023	1,214,035	10.5	127,474	8,471	18.2	220,954	659,413	7.7	93,480	650,942
2024	1,247,421	10.5	130,979	7,496	18.2	227,031	650,619	7.7	96,052	643,123
2025	1,281,725	10.5	134,581	6,408	18.2	233,274	639,697	7.7	98,693	633,289
2026	1,316,972	10.5	138,282	5,201	18.2	239,689	626,459	7.7	101,407	621,258
2027	1,353,189	10.5	142,085	3,865	18.2	246,280	610,699	7.7	104,195	606,834
2028	1,390,402	10.5	145,992	2,387	18.2	253,053	592,196	7.7	107,061	589,809
2029	1,428,638	10.4	148,578	759	18.1	258,583	570,714	7.7	110,005	569,955
2030	1,467,926	10.4	152,664	640	18.1	265,695	547,670	7.7	113,031	547,030

AAL = Actuarial Accrued Liability
 AVA = Actuarial Value of Assets

Notes regarding the above projections:

- 1) The purpose of the above projections is to comply with the requirements of Section 105.665 of the Revised Statutes of Missouri (RSMo). The projection results may not be applicable for other purposes.
- 2) For purposes of the above projections, it was assumed that all actuarial assumptions would be realized. In particular, it was assumed that the actuarial value of assets would earn 7.00% in each year.
- 3) Estimated projected payroll is based upon the valuation payroll, increased each future year by 2.75%.
- 4) Due to the estimated nature of the above projections, certain but not all aspects of the Missouri LAGERS funding policy have been incorporated in the above projections.
- 5) Differences between fiscal end dates of the employer and the actuarial valuation date of February 28th have not been incorporated in the above results.
- 6) The actual employer contribution rates for future valuation dates will be based upon actual data as of the future valuation date.

Other disclosures required by Section 105.665 of the Revised Statutes of Missouri (RSMo):

- 1) As of February 28, 2021, the actuarial value of assets is \$3,125,486; the estimated market value of assets is \$3,293,452; the actuarial accrued liability is \$3,133,262; and the funded ratio is 99.8%. These results are based on the assets and liabilities associated with the Employer Accumulation Fund and the Member Deposit Fund for this division.
- 2) Under Section 70.730 of the Revised Statutes of Missouri, the computed employer contribution rate shall not exceed the contribution rate for the immediately preceding fiscal year by more than one percent (not including the effects of any benefit changes). As of February 28, 2021, the uncapped employer contribution rate was computed to be 10.5% of payroll.



APPENDIX I

SUMMARY OF FINANCIAL ASSUMPTIONS

Summary of Assumptions Used in Actuarial Valuations

Assumptions Adopted by Board of Trustees after Consulting with Actuary

1. The investment return rate used in making the valuations was 7.00% per year, net of investment expenses, compounded annually. This rate of return is not the assumed real rate of return. The real rate of return is the rate of investment return in excess of the inflation rate. The price inflation rate used in making the valuations was 2.25% and the wage inflation rate used in making the valuations was 2.75%. The 7.00% investment return rate translates to an assumed real rate of return over price inflation of 4.75% and over wage inflation of 4.25%. Adopted 2021.
2. The healthy retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubG-2010 Retiree Mortality Table for males and females. The disabled retiree mortality tables, for post-retirement mortality, used in evaluating allowances to be paid were 115% of the PubNS-2010 Disabled Retiree Mortality Table for males and females. The pre-retirement mortality tables used were 75% of the PubG-2010 Employee Mortality Table for males and females of General groups and 75% of the PubS-2010 Employee Mortality Table for males and females of Police, Fire and Public Safety groups. Mortality rates for a particular calendar year are determined by applying the MP-2020 mortality improvement scale to the above described tables. Adopted 2021.
3. The probabilities of withdrawal and disability from service, together with individual pay increase assumptions, are shown in Schedule 1. Adopted 2021.
4. The probabilities of retirement with an age and service allowance are shown in Schedule 2. Adopted 2021.
5. Post-retirement cost of living allowances are assumed to be 2.00% per year. Adopted 2021.
6. Total active member payroll is assumed to increase 2.75% a year, which is the portion of the individual pay increase assumptions attributable to wage inflation. In effect, this assumes no change in the number of active members per employer. Adopted 2021.
7. An individual entry-age actuarial cost method of valuation was used in determining age and service allowance actuarial liabilities and normal cost. Adopted 1986.
8. The data about persons now covered was furnished by the political subdivision. Although examined for general reasonableness, the data was not audited by us.

Schedule 1.

Separations From Active Employment (Not Including Death-in-Service) Before Age & Service Retirement and Individual Pay Increase Assumptions

		Percent of Active Members Separating Within Next Year							
Sample Ages	Years of Service	General/Public Safety Members				Police		Fire	
		Men		Women		Disability	Withdrawal	Disability	Withdrawal
All	0		20.00%		23.00%		18.00%		12.00%
	1		18.00		21.00		17.00		10.00
	2		16.00		18.00		16.00		8.00
	3		13.00		15.00		14.00		8.00
	4		12.00		13.00		13.00		7.00
25	5 & Over	0.07%	8.80	0.02%	12.40	0.10%	10.80	0.07%	6.00
30		0.10	7.10	0.03	10.20	0.11	8.50	0.11	4.50
35		0.13	5.60	0.06	7.80	0.16	6.30	0.25	3.20
40		0.18	4.10	0.09	5.80	0.22	4.60	0.39	2.40
45		0.25	3.10	0.15	4.40	0.34	3.40	0.62	1.90
50		0.37	2.40	0.22	3.50	0.53	2.10	0.95	1.30
55		0.57	1.70	0.32	2.50	0.88	1.10	1.46	0.70
60		0.86	1.10	0.45	1.40		0.00		0.00
65			0.00		0.00		0.00		0.00

Percent Increase in Individual's Pay During Next Year			
Sample Ages	General/ Public Safety	Police	Fire
25	6.75%	6.55%	7.15%
30	5.95	5.75	6.05
35	5.35	5.25	5.15
40	4.85	4.75	4.45
45	4.25	4.25	4.05
50	3.85	3.85	3.85
55	3.65	3.65	3.45
60	3.45	3.45	2.75
65	3.15	3.15	2.75

Schedule 2.

Percent of Eligible Active Members Retiring Within Next Year Without Rule of 80 Eligibility

Early Retirement

Retirement Ages	General Members		Retirement Ages	Police/ Public Safety	Fire
	Men	Women			
55	3.00%	3.00%	50	2.50%	2.25%
56	3.00%	3.00%	51	2.50%	2.25%
57	3.00%	3.00%	52	3.00%	2.25%
58	3.00%	3.00%	53	3.00%	2.25%
59	3.00%	3.00%	54	3.50%	2.25%

Normal Retirement

Retirement Ages	General Members		Retirement Ages	Police/ Public Safety	Fire
	Men	Women			
60	10%	10%	55	11%	13%
61	10	10	56	11	13
62	25	15	57	11	13
63	20	15	58	11	13
64	20	15	59	11	13
65	25	25	60	11	15
66	25	30	61	11	20
67	20	25	62	22	20
68	20	25	63	18	20
69	20	20	64	18	20
70	100	100	65	100	100

Schedule 2. (Concluded)

Percent of Eligible Active Members Retiring Within Next Year With Rule of 80 Eligibility

Retirement Ages	General Members		Police/ Public Safety	Fire
	Men	Women		
50	20%	15%	25%	25%
51	20	15	25	20
52	15	15	15	20
53	15	15	15	20
54	15	15	15	20
55	15	15	15	20
56	15	15	15	20
57	15	15	15	25
58	15	15	15	25
59	15	15	15	25
60	15	15	15	35
61	15	15	25	35
62	25	15	20	45
63	25	15	20	45
64	25	20	20	45
65	30	25	100	100
66	30	25		
67	20	25		
68	20	25		
69	20	25		
70	100	100		

APPENDIX II

SUMMARY OF LAGERS PROVISIONS

Missouri Local Government Employees Retirement System

Brief Summary of LAGERS

Benefits and Conditions Evaluated and/or Considered as of February 28, 2021

(Section References are to RSMo)

Voluntary Retirement. Sections 70.645 & 70.600. A member may retire with an age & service allowance after both (i) completing 5 years of credited service, and (ii) attaining the minimum service retirement age.

The minimum service retirement age is age 60 for a general employee and age 55 for a police, public safety or fire employee. Optionally, employers may also elect to provide for unreduced benefits for employees whose combination of years of age and years of service equals 80 or more.

Final Average Salary. Section 70.600. The average of a member's monthly compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) of credited service producing the highest monthly average, which period is contained within the 120 consecutive months of credited service immediately preceding retirement.

Age & Service Allowance. Section 70.655. The allowance, payable monthly for life, equals a specified percent of a member's final average salary multiplied by the number of years of credited service. Each employer elects the percent applicable to its members, from the following programs:

L-1 Benefit Program:	1.00% for life
L-3 Benefit Program:	1.25% for life
L-7 Benefit Program:	1.50% for life
L-9 Benefit Program:	1.60% for life
L-12 Benefit Program:	1.75% for life
L-6 Benefit Program:	2.00% for life
LT-4 Benefit Program:	1.00% for life, plus 1.00% to age 62
LT-5 Benefit Program:	1.25% for life, plus 0.75% to age 62
LT-8 Benefit Program:	1.50% for life, plus 0.50% to age 62
LT-4(65) Benefit Program:	1.00% for life, plus 1.00% to age 65
LT-5(65) Benefit Program:	1.25% for life, plus 0.75% to age 65
LT-8(65) Benefit Program:	1.50% for life, plus 0.50% to age 65
LT-10(65) Benefit Program:	1.60% for life, plus 0.40% to age 65
LT-14(65) Benefit Program:	1.75% for life, plus 0.25% to age 65

The only LT benefit programs available for adoption after August 1, 1994 are the LT(65) programs.

Benefit programs L-9 and LT-10(65) are unavailable for adoption after August 1, 2005.

Benefit program L-11, available only to groups not covered by Social Security, provides for 2.5% for life.

Subsequent to joining the System the governing body can elect to change benefit programs for the employees, but not more often than once every 2 years.



Early Allowance. Section 70.670. A member may retire with an early allowance after both (i) completing 5 years of credited service, and (ii) attaining age 55 if a general employee or age 50 if a police, public safety or fire employee. The early allowance amount, payable monthly for life, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of early retirement, but reduced to reflect the fact that the age when payments begin is younger than the minimum service retirement age. The amount of the reduction is 1/2 of 1% (.005) for each month the age at retirement is younger than the minimum service retirement age.

Deferred Allowance. Section 70.675. If a member leaves LAGERS-covered employment (i) before attaining the early retirement age, and (ii) after completing 5 years of credited service, the member becomes eligible for a deferred allowance; provided the former member lives to the minimum service retirement age and does not withdraw the accumulated contributions.

The deferred allowance amount, payable monthly for life from the minimum service retirement age, is computed in the same manner as an age & service allowance, based upon the service and earnings record to time of leaving LAGERS coverage.

Deferred allowances are also payable any time after reaching the early retirement age, with the reduction for early retirement noted on the previous page.

Non-Duty Disability Allowance. Section 70.680. A member with 5 or more years of credited service who becomes totally and permanently disabled from other than duty-connected causes becomes eligible to receive a non-duty disability allowance computed in the same manner as an age & service allowance, based upon the service & earnings record to time of disability.

Duty Disability Allowance. Section 70.680. A member regardless of credited service who becomes totally and permanently disabled from duty-connected causes becomes eligible to receive a duty disability allowance computed in the same manner as an age & service allowance, based upon the earnings record to time of disability but based upon the years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Death-in-Service. Section 70.661. Upon the death of a member who had completed 5 years of credited service, the eligible surviving dependents receive the following benefits:

- (a) The surviving spouse receives an allowance equal to the Option A allowance (joint and 75% survivor benefit) computed based upon the deceased members' service & earnings record to time of death.
- (b) When no spouse benefit is payable, the dependent children under age 18 (age 23 if they are full time students) each receive an equal share of 60% of an age & service allowance computed based upon the deceased member's service & earnings record to time of death.
- (c) If the death is determined to be duty related, the 5 year service requirement is waived and the benefit is based on years of credited service the member would have completed had the member continued in LAGERS-covered employment to age 60.

Benefit Changes After Retirement. Section 70.655. For retirements effective after September 28, 1975, there is an annual redetermination of monthly benefit amount, beginning the October first following 12 months of retirement. As of each October first the amount of each eligible benefit is redetermined as follows:

- (a) Subject to the maximum in (b), the redetermined amount is the amount otherwise payable multiplied by: 100% plus up to 4%, as determined by the LAGERS Board of Trustees, for each full year of retirement.
- (b) The redetermined amount may not exceed the amount otherwise payable multiplied by the ratio of the Consumer Price Index for the immediately preceding month of June to the Consumer Price Index for the month of June immediately preceding retirement.

Member Contributions. Sections 70.690 & 70.705. Each member contributes a percent of compensation beginning after completion of sufficient employment for 6 months of credited service. The law governing LAGERS has a provision for the adoption of a 2%, 4% or 6% member contribution rate.

If a member leaves LAGERS-covered employment before an allowance is payable, the accumulated contributions are refunded to the member. If the member dies, his accumulated contributions are refunded to a designated beneficiary.

The law governing LAGERS also has a provision for the adoption of a 0% plan in which the full cost of LAGERS participation is paid by the employer. Adoption of the 0% plan may be done at the time of membership or a later date; however, a change in the member contribution rate may not be made more frequently than every 2 years. Under the 0% plan there is no individual account maintained for each employee and no refund of contributions if an employee terminates before being eligible for a benefit.

Employer Contributions. Section 70.730. Each employer contributes the remainder amounts necessary to finance the employees' participation in LAGERS. Contributions to LAGERS are determined based upon level-percent-of-payroll principles, so that contribution rates do not have to increase over decades of time.

APPENDIX III

BENEFIT ILLUSTRATIONS

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary
(L-1 Benefit Program is Years of Credited Service
times: 1.00% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 525	\$ 916	\$1,441	96%
2,000	700	1,055	1,755	88%
2,500	875	1,192	2,067	83%
3,000	1,050	1,330	2,380	79%
3,500	1,225	1,469	2,694	77%
4,000	1,400	1,605	3,005	75%
25 Years of Service:				
\$1,500	\$ 375	\$ 916	\$1,291	86%
2,000	500	1,055	1,555	78%
2,500	625	1,192	1,817	73%
3,000	750	1,330	2,080	69%
3,500	875	1,469	2,344	67%
4,000	1,000	1,605	2,605	65%
15 Years of Service:				
\$1,500	\$225	\$ 916	\$1,141	76%
2,000	300	1,055	1,355	68%
2,500	375	1,192	1,567	63%
3,000	450	1,330	1,780	59%
3,500	525	1,469	1,994	57%
4,000	600	1,605	2,205	55%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-3 Benefit Program is Years of Credited Service
times: 1.25% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 656	\$ 916	\$1,572	105%
2,000	875	1,055	1,930	97%
2,500	1,094	1,192	2,286	91%
3,000	1,313	1,330	2,643	88%
3,500	1,531	1,469	3,000	86%
4,000	1,750	1,605	3,355	84%
25 Years of Service:				
\$1,500	\$ 469	\$ 916	\$1,385	92%
2,000	625	1,055	1,680	84%
2,500	781	1,192	1,973	79%
3,000	938	1,330	2,268	76%
3,500	1,094	1,469	2,563	73%
4,000	1,250	1,605	2,855	71%
15 Years of Service:				
\$1,500	\$281	\$ 916	\$1,197	80%
2,000	375	1,055	1,430	72%
2,500	469	1,192	1,661	66%
3,000	563	1,330	1,893	63%
3,500	656	1,469	2,125	61%
4,000	750	1,605	2,355	59%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-7 Benefit Program is Years of Credited Service
times: 1.50% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 788	\$ 916	\$1,704	114%
2,000	1,050	1,055	2,105	105%
2,500	1,313	1,192	2,505	100%
3,000	1,575	1,330	2,905	97%
3,500	1,838	1,469	3,307	94%
4,000	2,100	1,605	3,705	93%
25 Years of Service:				
\$1,500	\$ 563	\$ 916	\$1,479	99%
2,000	750	1,055	1,805	90%
2,500	938	1,192	2,130	85%
3,000	1,125	1,330	2,455	82%
3,500	1,313	1,469	2,782	79%
4,000	1,500	1,605	3,105	78%
15 Years of Service:				
\$1,500	\$338	\$ 916	\$1,254	84%
2,000	450	1,055	1,505	75%
2,500	563	1,192	1,755	70%
3,000	675	1,330	2,005	67%
3,500	788	1,469	2,257	64%
4,000	900	1,605	2,505	63%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-9 Benefit Program is Years of Credited Service
times: 1.60% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 840	\$ 916	\$1,756	117%
2,000	1,120	1,055	2,175	109%
2,500	1,400	1,192	2,592	104%
3,000	1,680	1,330	3,010	100%
3,500	1,960	1,469	3,429	98%
4,000	2,240	1,605	3,845	96%
25 Years of Service:				
\$1,500	\$ 600	\$ 916	\$1,516	101%
2,000	800	1,055	1,855	93%
2,500	1,000	1,192	2,192	88%
3,000	1,200	1,330	2,530	84%
3,500	1,400	1,469	2,869	82%
4,000	1,600	1,605	3,205	80%
15 Years of Service:				
\$1,500	\$360	\$ 916	\$1,276	85%
2,000	480	1,055	1,535	77%
2,500	600	1,192	1,792	72%
3,000	720	1,330	2,050	68%
3,500	840	1,469	2,309	66%
4,000	960	1,605	2,565	64%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-12 Benefit Program is Years of Credited Service
times: 1.75% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$ 919	\$ 916	\$1,835	122%
2,000	1,225	1,055	2,280	114%
2,500	1,531	1,192	2,723	109%
3,000	1,838	1,330	3,168	106%
3,500	2,144	1,469	3,613	103%
4,000	2,450	1,605	4,055	101%
25 Years of Service:				
\$1,500	\$ 656	\$ 916	\$1,572	105%
2,000	875	1,055	1,930	97%
2,500	1,094	1,192	2,286	91%
3,000	1,313	1,330	2,643	88%
3,500	1,531	1,469	3,000	86%
4,000	1,750	1,605	3,355	84%
15 Years of Service:				
\$1,500	\$ 394	\$ 916	\$1,310	87%
2,000	525	1,055	1,580	79%
2,500	656	1,192	1,848	74%
3,000	788	1,330	2,118	71%
3,500	919	1,469	2,388	68%
4,000	1,050	1,605	2,655	66%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary (L-6 Benefit Program is Years of Credited Service times: 2.00% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$1,050	\$ 916	\$1,966	131%
2,000	1,400	1,055	2,455	123%
2,500	1,750	1,192	2,942	118%
3,000	2,100	1,330	3,430	114%
3,500	2,450	1,469	3,919	112%
4,000	2,800	1,605	4,405	110%
25 Years of Service:				
\$1,500	\$ 750	\$ 916	\$1,666	111%
2,000	1,000	1,055	2,055	103%
2,500	1,250	1,192	2,442	98%
3,000	1,500	1,330	2,830	94%
3,500	1,750	1,469	3,219	92%
4,000	2,000	1,605	3,605	90%
15 Years of Service:				
\$1,500	\$ 450	\$ 916	\$1,366	91%
2,000	600	1,055	1,655	83%
2,500	750	1,192	1,942	78%
3,000	900	1,330	2,230	74%
3,500	1,050	1,469	2,519	72%
4,000	1,200	1,605	2,805	70%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(L-11 Benefit Program is Years of Credited Service
times: 2.50% of FAS ¹)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³	Estimated Social Security ²	Estimated Monthly Total	
			\$	% of FAS
35 Years of Service:				
\$1,500	\$1,313		\$1,313	88%
2,000	1,750		1,750	88%
2,500	2,188		2,188	88%
3,000	2,625		2,625	88%
3,500	3,063		3,063	88%
4,000	3,500		3,500	88%
25 Years of Service:				
\$1,500	\$ 938		\$ 938	63%
2,000	1,250		1,250	63%
2,500	1,563		1,563	63%
3,000	1,875		1,875	63%
3,500	2,188		2,188	63%
4,000	2,500		2,500	63%
15 Years of Service:				
\$1,500	\$ 563		\$ 563	38%
2,000	750		750	38%
2,500	938		938	38%
3,000	1,125		1,125	38%
3,500	1,313		1,313	38%
4,000	1,500		1,500	38%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-4(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 62)
1.00% of FAS ¹ at age 62)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 62	At 62		To 62	At 62	To 62	At 62
35 Years of Service:							
\$1,500	\$1,050	\$ 525	\$ 745	\$1,050	\$1,270	70%	85%
2,000	1,400	700	858	1,400	1,558	70%	78%
2,500	1,750	875	969	1,750	1,844	70%	74%
3,000	2,100	1,050	1,080	2,100	2,130	70%	71%
3,500	2,450	1,225	1,193	2,450	2,418	70%	69%
4,000	2,800	1,400	1,303	2,800	2,703	70%	68%
25 Years of Service:							
\$1,500	\$ 750	\$ 375	\$ 745	\$ 750	\$1,120	50%	75%
2,000	1,000	500	858	1,000	1,358	50%	68%
2,500	1,250	625	969	1,250	1,594	50%	64%
3,000	1,500	750	1,080	1,500	1,830	50%	61%
3,500	1,750	875	1,193	1,750	2,068	50%	59%
4,000	2,000	1,000	1,303	2,000	2,303	50%	58%
15 Years of Service:							
\$1,500	\$ 450	\$225	\$ 745	\$ 450	\$ 970	30%	65%
2,000	600	300	858	600	1,158	30%	58%
2,500	750	375	969	750	1,344	30%	54%
3,000	900	450	1,080	900	1,530	30%	51%
3,500	1,050	525	1,193	1,050	1,718	30%	49%
4,000	1,200	600	1,303	1,200	1,903	30%	48%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary (LT-4(65) Benefit Program is Years of Credited Service times: 2.00% of FAS¹ to age 65) 1.00% of FAS¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 525	\$ 916	\$1,050	\$1,441	70%	96%
2,000	1,400	700	1,055	1,400	1,755	70%	88%
2,500	1,750	875	1,192	1,750	2,067	70%	83%
3,000	2,100	1,050	1,330	2,100	2,380	70%	79%
3,500	2,450	1,225	1,469	2,450	2,694	70%	77%
4,000	2,800	1,400	1,605	2,800	3,005	70%	75%
25 Years of Service:							
\$1,500	\$ 750	\$ 375	\$ 916	\$ 750	\$1,291	50%	86%
2,000	1,000	500	1,055	1,000	1,555	50%	78%
2,500	1,250	625	1,192	1,250	1,817	50%	73%
3,000	1,500	750	1,330	1,500	2,080	50%	69%
3,500	1,750	875	1,469	1,750	2,344	50%	67%
4,000	2,000	1,000	1,605	2,000	2,605	50%	65%
15 Years of Service:							
\$1,500	\$ 450	\$225	\$ 916	\$ 450	\$1,141	30%	76%
2,000	600	300	1,055	600	1,355	30%	68%
2,500	750	375	1,192	750	1,567	30%	63%
3,000	900	450	1,330	900	1,780	30%	59%
3,500	1,050	525	1,469	1,050	1,994	30%	57%
4,000	1,200	600	1,605	1,200	2,205	30%	55%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary (LT-5(62) Benefit Program is Years of Credited Service times: 2.00% of FAS ¹ to age 62) 1.25% of FAS ¹ at age 62)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 62	At 62		To 62	At 62	To 62	At 62
35 Years of Service:							
\$1,500	\$1,050	\$ 656	\$ 745	\$1,050	\$1,401	70%	93%
2,000	1,400	875	858	1,400	1,733	70%	87%
2,500	1,750	1,094	969	1,750	2,063	70%	83%
3,000	2,100	1,313	1,080	2,100	2,393	70%	80%
3,500	2,450	1,531	1,193	2,450	2,724	70%	78%
4,000	2,800	1,750	1,303	2,800	3,053	70%	76%
25 Years of Service:							
\$1,500	\$ 750	\$ 469	\$ 745	\$ 750	\$1,214	50%	81%
2,000	1,000	625	858	1,000	1,483	50%	74%
2,500	1,250	781	969	1,250	1,750	50%	70%
3,000	1,500	938	1,080	1,500	2,018	50%	67%
3,500	1,750	1,094	1,193	1,750	2,287	50%	65%
4,000	2,000	1,250	1,303	2,000	2,553	50%	64%
15 Years of Service:							
\$1,500	\$ 450	\$281	\$ 745	\$ 450	\$1,026	30%	68%
2,000	600	375	858	600	1,233	30%	62%
2,500	750	469	969	750	1,438	30%	58%
3,000	900	563	1,080	900	1,643	30%	55%
3,500	1,050	656	1,193	1,050	1,849	30%	53%
4,000	1,200	750	1,303	1,200	2,053	30%	51%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-5(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.25% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 656	\$ 916	\$1,050	\$1,572	70%	105%
2,000	1,400	875	1,055	1,400	1,930	70%	97%
2,500	1,750	1,094	1,192	1,750	2,286	70%	91%
3,000	2,100	1,313	1,330	2,100	2,643	70%	88%
3,500	2,450	1,531	1,469	2,450	3,000	70%	86%
4,000	2,800	1,750	1,605	2,800	3,355	70%	84%
25 Years of Service:							
\$1,500	\$ 750	\$ 469	\$ 916	\$ 750	\$1,385	50%	92%
2,000	1,000	625	1,055	1,000	1,680	50%	84%
2,500	1,250	781	1,192	1,250	1,973	50%	79%
3,000	1,500	938	1,330	1,500	2,268	50%	76%
3,500	1,750	1,094	1,469	1,750	2,563	50%	73%
4,000	2,000	1,250	1,605	2,000	2,855	50%	71%
15 Years of Service:							
\$1,500	\$ 450	\$281	\$ 916	\$ 450	\$1,197	30%	80%
2,000	600	375	1,055	600	1,430	30%	72%
2,500	750	469	1,192	750	1,661	30%	66%
3,000	900	563	1,330	900	1,893	30%	63%
3,500	1,050	656	1,469	1,050	2,125	30%	61%
4,000	1,200	750	1,605	1,200	2,355	30%	59%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-8(62) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 62)
1.50% of FAS ¹ at age 62)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 62	At 62		To 62	At 62	To 62	At 62
35 Years of Service:							
\$1,500	\$1,050	\$ 788	\$ 745	\$1,050	\$1,533	70%	102%
2,000	1,400	1,050	858	1,400	1,908	70%	95%
2,500	1,750	1,313	969	1,750	2,282	70%	91%
3,000	2,100	1,575	1,080	2,100	2,655	70%	89%
3,500	2,450	1,838	1,193	2,450	3,031	70%	87%
4,000	2,800	2,100	1,303	2,800	3,403	70%	85%
25 Years of Service:							
\$1,500	\$ 750	\$ 563	\$ 745	\$ 750	\$1,308	50%	87%
2,000	1,000	750	858	1,000	1,608	50%	80%
2,500	1,250	938	969	1,250	1,907	50%	76%
3,000	1,500	1,125	1,080	1,500	2,205	50%	74%
3,500	1,750	1,313	1,193	1,750	2,506	50%	72%
4,000	2,000	1,500	1,303	2,000	2,803	50%	70%
15 Years of Service:							
\$1,500	\$ 450	\$338	\$ 745	\$ 450	\$1,083	30%	72%
2,000	600	450	858	600	1,308	30%	65%
2,500	750	563	969	750	1,532	30%	61%
3,000	900	675	1,080	900	1,755	30%	59%
3,500	1,050	788	1,193	1,050	1,981	30%	57%
4,000	1,200	900	1,303	1,200	2,203	30%	55%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 62 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts For Sample Combinations of Service & Salary (LT-8(65) Benefit Program is Years of Credited Service times: 2.00% of FAS¹ to age 65) 1.50% of FAS¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 788	\$ 916	\$1,050	\$1,704	70%	114%
2,000	1,400	1,050	1,055	1,400	2,105	70%	105%
2,500	1,750	1,313	1,192	1,750	2,505	70%	100%
3,000	2,100	1,575	1,330	2,100	2,905	70%	97%
3,500	2,450	1,838	1,469	2,450	3,307	70%	94%
4,000	2,800	2,100	1,605	2,800	3,705	70%	93%
25 Years of Service:							
\$1,500	\$ 750	\$ 563	\$ 916	\$ 750	\$1,479	50%	99%
2,000	1,000	750	1,055	1,000	1,805	50%	90%
2,500	1,250	938	1,192	1,250	2,130	50%	85%
3,000	1,500	1,125	1,330	1,500	2,455	50%	82%
3,500	1,750	1,313	1,469	1,750	2,782	50%	79%
4,000	2,000	1,500	1,605	2,000	3,105	50%	78%
15 Years of Service:							
\$1,500	\$ 450	\$338	\$ 916	\$ 450	\$1,254	30%	84%
2,000	600	450	1,055	600	1,505	30%	75%
2,500	750	563	1,192	750	1,755	30%	70%
3,000	900	675	1,330	900	2,005	30%	67%
3,500	1,050	788	1,469	1,050	2,257	30%	64%
4,000	1,200	900	1,605	1,200	2,505	30%	63%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS
Illustrations of Age and Service Allowance Amounts
For Sample Combinations of Service & Salary
(LT-10(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS ¹ to age 65)
1.60% of FAS ¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 840	\$ 916	\$1,050	\$1,756	70%	117%
2,000	1,400	1,120	1,055	1,400	2,175	70%	109%
2,500	1,750	1,400	1,192	1,750	2,592	70%	104%
3,000	2,100	1,680	1,330	2,100	3,010	70%	100%
3,500	2,450	1,960	1,469	2,450	3,429	70%	98%
4,000	2,800	2,240	1,605	2,800	3,845	70%	96%
25 Years of Service:							
\$1,500	\$750	\$ 600	\$ 916	\$ 750	\$1,516	50%	101%
2,000	1,000	800	1,055	1,000	1,855	50%	93%
2,500	1,250	1,000	1,192	1,250	2,192	50%	88%
3,000	1,500	1,200	1,330	1,500	2,530	50%	84%
3,500	1,750	1,400	1,469	1,750	2,869	50%	82%
4,000	2,000	1,600	1,605	2,000	3,205	50%	80%
15 Years of Service:							
\$1,500	\$ 450	\$360	\$ 916	\$ 450	\$1,276	30%	85%
2,000	600	480	1,055	600	1,535	30%	77%
2,500	750	600	1,192	750	1,792	30%	72%
3,000	900	720	1,330	900	2,050	30%	68%
3,500	1,050	840	1,469	1,050	2,309	30%	66%
4,000	1,200	960	1,605	1,200	2,565	30%	64%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.

Missouri LAGERS

Illustrations of Age and Service Allowance Amounts

For Sample Combinations of Service & Salary

(LT-14(65) Benefit Program is Years of Credited Service
times: 2.00% of FAS¹ to age 65)
1.75% of FAS¹ at age 65)

Final Average Salary (FAS) ¹	LAGERS BENEFIT ³		Estimated Social Security ²	Estimated Monthly Total		Percent of FAS	
	To 65	At 65		To 65	At 65	To 65	At 65
35 Years of Service:							
\$1,500	\$1,050	\$ 919	\$ 916	\$1,050	\$1,835	70%	122%
2,000	1,400	1,225	1,055	1,400	2,280	70%	114%
2,500	1,750	1,531	1,192	1,750	2,723	70%	109%
3,000	2,100	1,838	1,330	2,100	3,168	70%	106%
3,500	2,450	2,144	1,469	2,450	3,613	70%	103%
4,000	2,800	2,450	1,605	2,800	4,055	70%	101%
25 Years of Service:							
\$1,500	\$ 750	\$ 656	\$ 916	\$ 750	\$1,572	50%	105%
2,000	1,000	875	1,055	1,000	1,930	50%	97%
2,500	1,250	1,094	1,192	1,250	2,286	50%	91%
3,000	1,500	1,313	1,330	1,500	2,643	50%	88%
3,500	1,750	1,531	1,469	1,750	3,000	50%	86%
4,000	2,000	1,750	1,605	2,000	3,355	50%	84%
15 Years of Service:							
\$1,500	\$ 450	\$ 394	\$ 916	\$ 450	\$1,310	30%	87%
2,000	600	525	1,055	600	1,580	30%	79%
2,500	750	656	1,192	750	1,848	30%	74%
3,000	900	788	1,330	900	2,118	30%	71%
3,500	1,050	919	1,469	1,050	2,388	30%	68%
4,000	1,200	1,050	1,605	1,200	2,655	30%	66%

¹ "Final Average Salary" means the monthly average of an employee's compensation during the period of 60 consecutive months (or optionally, 36 consecutive months) when they were highest, contained within the last 120 months of Credited Service.

² "Estimated Social Security" means, for an employee covered by Social Security, an employee's estimated OASDI retirement benefit. The benefit is based upon an estimated "average indexed monthly earnings" for an employee retiring at age 65 in 2021 - it does not include any amounts which might be payable to an eligible spouse or children.

³ Amounts are shown to nearest \$1, for simplicity; actual amounts are to nearest 1¢.



November 5, 2021 E-mail

Mr. Robert Wilson
Executive Director
Missouri Local Government
Employees Retirement System
P.O. Box 1665
Jefferson City, Missouri 65102

Dear Bob:

Enclosed is the report of the February 28, 2021 Supplemental Actuarial Valuation of LAGERS benefits for the employees of:

The City of Grain Valley

Sincerely,

A handwritten signature in black ink that reads "Mita Drazilov". The signature is written in a cursive, flowing style.

Mita D. Drazilov, ASA, FCA, MAAA

MDD:rmg
Enclosure

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

MEETING DATE	01/24/2022	
BILL NUMBER	R22-11	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE TASK AGREEMENT NO. 5 WITH LAMP RYNEARSON FOR THE DESIGN OF THE ARMSTRONG PARK ALL-INCLUSIVE PLAYGROUND SUBJECT TO ALL PROVISIONS INCLUDED IN THE ON-CALL PROFESSIONAL ENGINEERING SERVICES AGREEMENT	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$28,730.00
	Budget Line Item:	200-22-78720
	Balance Available	\$400,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide design and engineering services for the new, all-inclusive playground structure in Armstrong Park.	
BACKGROUND	There are two existing play structures in Armstrong Park. One was built in the late 90's and the other in 2002. Both structures have reached their useful life and are experiencing increased maintenance costs. Neither playgrounds are fully ADA accessible. The new play structure will replace both existing structures and be 100% ADA compliant with at least 50% of the play components accessible to those with physical disabilities. This project is identified in the 5-year CIP and was approved with funds appropriated in the 2022 budget.	

SPECIAL NOTES	<p>The 2022 Budget Appropriation for this project is \$400,000 with \$30,000 of that estimated for the Engineering and Design services.</p> <p>We are expecting a grant award of \$120,752 from the Land, Water Conservation Fund (LWCF) to help fund this project.</p>
ANALYSIS	<p>The City has an On-Call Professional Engineering Services Agreement with Lamp Rynearson, Inc. and staff wishes to utilize that agreement to design the all-inclusive playground in Armstrong Park.</p>
PUBLIC INFORMATION PROCESS	<p>Project is in the 2022 budget. This project has been reviewed and approved by the Park Board.</p>
BOARD OR COMMISSION RECOMMENDATION	<p>Park Board recommends approval</p>
DEPARTMENT RECOMMENDATION	<p>Staff Recommends Approval</p>
REFERENCE DOCUMENTS ATTACHED	<p>Resolution and Task Order #5 with Survey Boundary from Lamp Rynearson.</p>

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

January 24, 2022

RESOLUTION NUMBER

R22-11

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE TASK AGREEMENT NO. 5 WITH LAMP RYNEARSON FOR THE DESIGN OF THE ARMSTRONG PARK ALL-INCLUSIVE PLAYGROUND SUBJECT TO ALL PROVISIONS INCLUDED IN THE ON-CALL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

WHEREAS, the Board of Alderman approved an agreement with Lamp Ryneerson for professional engineering services on March 25, 2019 with Resolution R19-20; and

WHEREAS, the agreement was extended on February 8, 2021 by Resolution R21-09, and

WHEREAS, the funds for the new, all-inclusive playground in Armstrong Park were approved in the 2022 budget.

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 execute Task Order No. 5 with Lamp Ryneerson, Inc. for professional engineering services to design the new, all-inclusive playground in Armstrong Park.

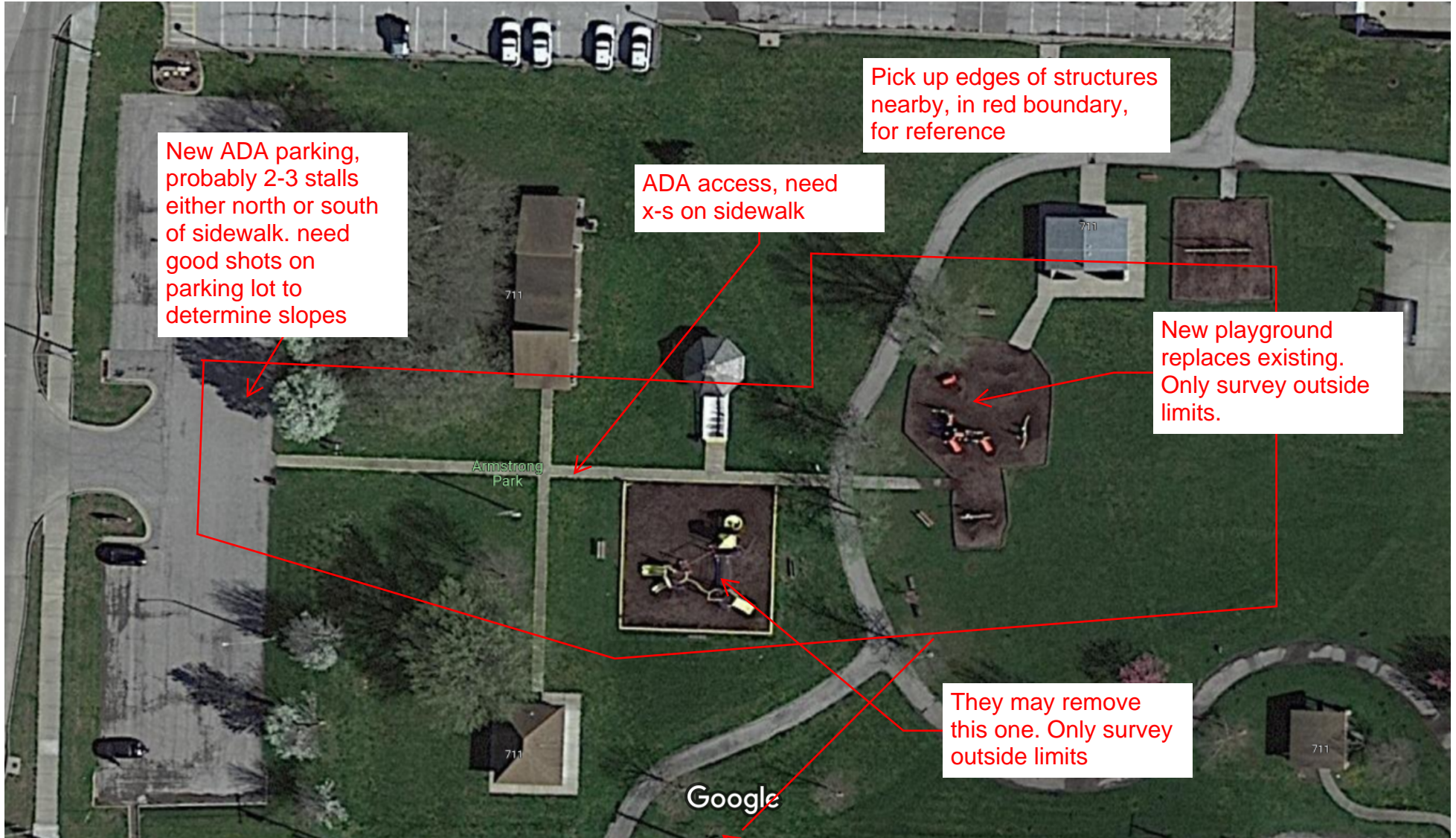
PASSED and APPROVED, via voice vote, (____-____) this ____ Day of ____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk

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Pick up edges of structures nearby, in red boundary, for reference

New ADA parking, probably 2-3 stalls either north or south of sidewalk. need good shots on parking lot to determine slopes

ADA access, need x-s on sidewalk

New playground replaces existing. Only survey outside limits.

They may remove this one. Only survey outside limits

Imagery ©2021 Maxar Technologies, Map data ©2021 20 ft

Updated 1.11.22

Survey drainage and strip topo to structure by street and up to playground

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City of Grain Valley, Missouri – Project Task Order

Contract: On Call Contract Project Number 0321006.01

Ordinance or Resolution:	Task Agreement No: 5	Funding Amount: \$28,730 Purchase Order No:
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Project Title: Armstrong Park Inclusive Playground

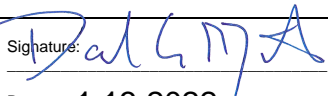
Contractor/Consultant: Lamp Rynearson, Inc. 9001 State Line Road, Suite 200 Kansas City, MO 64114	Division and Staff Project Manager: Civil Design Group Daniel G. Miller, P.E. – Civil Design Group Leader
--	---

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope: Provide services to design a new inclusive playground, including:

1. Topographic survey of existing conditions.
2. Prepare preliminary concept documents to identify type of playground and precise location.
3. Prepare final construction plans, including:
 - Existing Conditions Plan. Playgrounds to be removed by City forces, not in construction contract.
 - Site, Paving and Surfacing Plan with possible alternates for surfacing types.
 - Grading and Drainage Plan.
 - Stormwater Pollution Prevention Notes and Details.
 - Furnishings Plan. Coordinate with possible suppliers for best value playground equipment.
 - Landscaping Plan. Landscaping to be installed by City forced, not in construction contract.
 - Miscellaneous Site Details Plan.
4. Prepare specification notes to be included on the plans.
5. Prepare project manual for bidding or negotiated construction contract.
6. Coordinate with the CLIENT public works and parks department.
7. Attend three (3) site plan design coordination meetings during design of the project.

Additional services that are not included in the engineering scope of services but could be required later include but are not limited to: Construction Administration and Construction Observation. The services in this task order will be provided for an hourly rate not to exceed \$28,730.

City Signatures		Partner Signatures	
City Administrator:		Project Manager:	Company Principal (if different):
Ken Murphy		Daniel G. Miller, P.E.	
Signature: _____		Signature: 	Signature: _____
Date: _____		Date: 1.13.2022	Date: _____

Project Type: Design Construction Property Acquisition Conceptual/Problem Solving Surveying

Project Discipline(s): Transportation Facilities Water Wastewater Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement by and between the City of Grain Valley, MO and Lamp Rynearson, Inc. (Professional), **dated 2/10/2021.**

Attach scope of work, budget, and other supporting material



14710 W. Dodge Rd., Ste. 100
 Omaha, NE 68154
 [P] 402.496.2498
 [F] 402.496.2730
 LampRynearson.com

Armstrong Park Playground
Grain Valley, MO
1.13.22

Proj. No.:
By: Dan Miller/Regan Pence

Classification:	Group Leader II	Sr. Landscape Architect II	Landscape Architect I	Sr. Project Engineer II	Sr. Project Manager I	Sr. Survey PM I	Party Chief II	Party Chief I	Engineering Tech III	Subtotal of hrs per item	Subtotal of fee per item
Associate:	Miller	Sharp	Dennell	Buckland	Pollard	Gregory	Rush	Sexton	Grotans		
Hourly Rate:	\$230.00	\$130.00	\$80.00	\$133.00	\$152.00	\$147.00	\$100.00	\$87.00	\$92.00		

Playground Design											
Kickoff Meeting\Progress Meeting	1	1	1	1						4	\$573.00
Prepare Base Plan (Existing survey)		1	8							9	\$770.00
Layout\Geometry Design	1	8	40							49	\$4,470.00
Grading\Drainage Design	2	8	60	4						74	\$6,832.00
Landscape Design			16							16	\$1,280.00
Notes and Details	2	2	24	2						30	\$2,906.00
Project Manual	6	1	1							8	\$1,590.00
										0	\$0.00
Coordination\Meeting Time (Arch, Owner)	4	8	8							20	\$2,600.00
										0	\$0.00
Engineer's Peer Review					3					3	\$456.00
										0	\$0.00
Close Out Meeting	0.5	0.5	0.5	0.5	0.5					2.5	\$362.50
										0	\$0.00
Survey										0	\$0.00
Topo Survey						5	16	16	6	43	\$4,279.00
										0	\$0.00
Subtotal of hours per associate	16.5	29.5	158.5	7.5	3.5	5	16	16	6	215.5	
Subtotal of fee per associate	\$3,795.00	\$3,835.00	\$12,680.00	\$997.50	\$532.00	\$735.00	\$1,600.00	\$1,392.00	\$552.00		
											Labor \$26,118.50
											Reimbursable Expenses 5.00% \$1,305.93
											Contingency 5.00% \$1,305.93
											Task Total \$28,730.35

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

MEETING DATE	01/24/2022	
BILL NUMBER	R22-12	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE THREE NEW PATROL CARS AND EQUIPMENT FOR THREE NEW PATROL CARS	
REQUESTING DEPARTMENT	Police	
PRESENTER	James Beale, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	\$124,354.68 Total \$102,171.00 Vehicles \$22,183.68 Equipment
	Budget Line Item:	100-20-78500 1 Car 280-88-78510 2 Cars
	Balance Available	\$60,000.00 (100-20-78500) \$94,800.00 (280-88-78510)
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide safe and reliable transportation to serve the community	
BACKGROUND	This is a Budgeted Capital item approved in the 2022 Fiscal Year Budget	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	The Board of Aldermen held work sessions on 10/21/2021, and 10/26/2021 to discuss the 2022 Fiscal Year Budget; and the budget was approved on 12/13/2021 via Ordinance #2569.	

BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Quotes, Memo

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

January 24, 2022

RESOLUTION NUMBER

R22-12

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

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

WHEREAS, the replacement of two vehicles is a scheduled replacement per the Vehicle and Equipment Replacement Program (VERP) and one vehicle to support two new officers; and

WHEREAS, the Board of Alderman has set the funds aside for this purchase in the 2022 Fiscal Year Budget via Ordinance #2569; and

WHEREAS, the purchase of the vehicles from MARC contract and equipment from Missouri State Contract falls 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 three new patrol Cars as quoted from Shawnee Mission Ford via MARC Contract and Patrol Car Equipment as quoted from Public Safety Upfitters via Missouri State Contract.

PASSED and APPROVED, via voice vote, (-) this __ Day of _____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan, City Clerk

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Memorandum

To: James Beale, Chief of Police; Ken Murphy, City Administrator
CC: Mark Trosen, Director of Community Development
From: Andrew Woltz, Mechanic
Date: 1/12/2022
Re: PD Patrol Cars

Two patrol vehicles are being replaced this year per the VERP (Vehicle and Equipment Replacement Program). The proposed replacement vehicles are Ford Police Interceptor Utilities, these vehicles can accommodate any Officer and all needed equipment.

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.

One vehicle is being added to the PD Fleet to support the addition of two additional Police Officers.

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.

Vehicles are minimum six months out from date of order, that is why these are being brought to the Board early this year.

Respectfully Submitted,

Andrew Woltz, Mechanic

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PUBLIC SAFETY UPFITTERS LLC
1724 B WESTPARK CENTER
FENTON, MISSOURI 63026
(636) 326-8090

Representative: Jeremy Kennedy
Cell: 314-800-6883

Client: City of Grain Valley
Attn: Andrew Woltz
Address: 711 Main Street
Grain Valley, Mo 64029
Phone: 816-847-7982
Email: awoltz@cityofgrainvalley.org
NASPO - 892193

Date: 1/12/2022
Customer's PO:

QUOTE

All quotes are good for 20 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
6	Code 3 - XTP6RR	\$ 37.41	\$ 224.46
6	Code 3 - XTP6BB	\$ 37.41	\$ 224.46
6	Code 3 - XT6LBKT	\$ 3.16	\$ 18.96
3	Federal Rumbler - RUMBLER-3	\$ 502.15	\$ 1,506.45
3	Federal Rumbler Bracket 20+ PI Utility - RB-FPIU20	\$ 36.30	\$ 108.90
6	Code 3 - CW0800	\$ 23.49	\$ 140.94
12	Code 3 - HB12PAK-PI-W	\$ 41.43	\$ 497.16
6	Code 3 - M180SMC-RB	\$ 71.15	\$ 426.90
3	Code 3 - BSM-BKT-PIU20	\$ 14.67	\$ 44.01
3	Code 3 - 21TR47ACC - Config #C96405	\$ 1,467.38	\$ 4,402.14
6	Code 3 - ULT6-R	\$ 72.77	\$ 436.62
6	Code 3 - ULT6-B	\$ 72.77	\$ 436.62
3	Code 3 - Z3SP-1	\$ 788.38	\$ 2,365.14
3	Code 3 - C3900X	\$ 99.46	\$ 298.38
3	Code 3 - SPKR-BKT-PS-PIU20	\$ 28.43	\$ 85.29
3	Lund - SS-CGM2	\$ 349.40	\$ 1,048.20
3	Lund - SS-GM-LKUPG2	\$ 61.30	\$ 183.90
3	Jotto - 425-6505	\$ 319.34	\$ 958.02

3	Jotto - 425-6164	\$ 70.35	\$ 211.05
3	Jotto - 425-6260	\$ 46.66	\$ 139.98
3	Jotto - 425-3704	\$ 38.51	\$ 115.53
3	Jotto - 475-0063	\$ 694.18	\$ 2,082.54
3	Jotto - 475-0968	\$ 100.28	\$ 300.84
3	Jotto - 475-1486	\$ 287.60	\$ 862.80
3	Jotto - 425-8001	\$ 197.23	\$ 591.69
3	GoRhino - 5UF1911	\$ 1,125.50	\$ 3,376.50
3	Pro-Gard - FP47UINT20	\$ 190.40	\$ 571.20
			\$ -
Equipment Total			\$ 21,658.68
Install labor hours			\$ -
Shipping			\$ 525.00
Grand Total			\$ 22,183.68

*Install material cost consist of: Wire, connectors, terminals, circuit protection, fuses, split loom, tape, shrink tube, and other consumables used in this install

Public Safety Upfitters Install Promise

All auxiliary wiring is protected through a power fuse module located under the hood or at OE manufacturers' locations. All wire, switches, relays, and power fuse modules are appropriately secured and mounted as per industry standards. All leads used for power are fused using factory preferred locations or properly rated fuse block with screw terminals for securing wire terminals. All ring terminals & other circuit connections are mechanically crimped using a ratcheting type crimper to ensure proper tension to the terminal a 3:1 adhesive lined black heat shrink is used to cover crimp for providing additional protection. All circuits have properly sized wire & circuit protection as recommended by the equipment manufacturer.

For the convenience of customers, we offer the ability to pay by credit card. In order to keep costs down for all customers, a 3% fee will be added to all invoices paid by credit card in person, and a 5% fee will be added to all invoices paid by credit card over the phone.

_____ Initial

Invoices are due Net 30, unless otherwise agreed upon with customer. A 3% fee will be added monthly to all invoices after 30 days

_____ Initial

All quotes are good for 45 days. Cost of goods can change from one month to the next. After 45 days prices are subject to change.

_____ Initial

New Customers: Upon acceptance of this quote, please email a tax exempt form to shelterbrand@psustl.com.

Signature and Date

--	--

Client Signature

Date

--	--

Representatives Signature

Date

By signing this agreement, I authorize Public Safety Upfitters, LLC. to order equipment and charge for the agreed quotation or invoice amount.

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SHAWNEE MISSION MISSION TO DO MORE

11501 SHAWNEE MISSION PARKWAY • SHAWNEE, KANSAS 66203-0179
(913) 631-0000 • FAX (913) 268-6521
WWW.SHAWNEEMISSIONFORD.COM

January 12, 2022

Andrew Woltz
City of Grain Valley

MACPP Pricing

2022 Ford Utility PI AWD (K8A)

Exterior: Oxford White (YZ)

Interior: Charcoal Cloth Front / Vinyl Rear (96)

Base Price: \$32,856

Options:

- Driver LED Sport 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) \$included in base price
- Rear Camera Display in Radio \$standard
- Basic Blue Tooth \$standard
- Receiver Hitch and Wiring Harness \$standard
- Pre Drilled Headlamps \$standard
- 4 Keys \$standard

Total \$34,057 @3 \$102,171

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
- Cargo Red White Lamp (17T) \$47

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



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

MEETING DATE	1/24/2022	
BILL NUMBER	R22-13	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ADOPTING A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR SWORN POLICE OFFICERS AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the 2022-2024 Officer Labor Agreement	
BACKGROUND	The negotiations between the City of Grain Valley and the FOP have been ongoing. The parties have reached an agreement after negotiations that will be effective until December 31, 2024	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, City of Grain Valley Officers Agreement ratified by the FOP

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

January, 24, 2022

RESOLUTION NUMBER

R22-13

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

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

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

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

WHEREAS, the City and FOP have negotiated in good faith to reach a labor agreement for the bargaining unit that is intended to be effective through December 31, 2024; and

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

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

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

SECTION 1: The Board of Aldermen hereby approves the 2022 – 2024 Labor Agreement – Police Officers, between the City of Grain Valley, Missouri and Fraternal Order of Police West Central Missouri Regional, Lodge #50, and authorizes the City Administrator to execute the agreement, attached hereto as **Exhibit A**, on behalf of the City.

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

PASSED and APPROVED, via voice vote, (____-____) this ____ Day of ____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk

CITY OF Grain Valley, MISSOURI

AND

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

LODGE # 50



2022-2024

LABOR AGREEMENT

POLICE OFFICERS

Article I. Preamble

Section 1.01 Parties

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

Section 1.02 Conflicts

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

Article II. Recognition

Section 2.01 Bargaining Units

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

Section 2.02 Added Classification

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

Section 2.03 Non-Discrimination

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

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

Article III. Management Rights

Section 3.01 Management Right

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

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

Section 3.02 Rights & Responsibilities

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

Section 3.03 Operation of Law

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

Article IV. Lodge Rights

Section 4.01 Lodge Business

On January 1st of each year, the Lodge shall designate 2 employees of the rank of police officer to serve as official Lodge representatives for that calendar year. The Lodge will endeavor to designate one representative from each 24-hour period. The Lodge will promptly notify the City of the identity of these representatives, and will keep the City updated with respect to any changes in the identify of its representatives.

Section 4.02 Orientation

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

Section 4.03 Bulletin Boards

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

Section 4.04 Use of Internal Mail

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

members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law.

Section 4.05 Dues Deduction

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

Section 4.06 Confidentiality

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

Section 4.07 Release of Information

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

Section 4.08 Request for Information Fee

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

Section 4.9 Indemnification

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

Article V. Past Practices

Section 5.01 No Binding Past Practices

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

Article VI. Job Descriptions

Section 6.01 Job Descriptions

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

Article VII. Specialized Duty Assignments

Section 7.01 Full---Time Specialized Assignments

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

Section 7.02 Part---Time Specialized Assignments

Part-time assignments shall include Field Training Officers.

Section 7.03 Vacancy Posting

When there is a vacancy in any full-time or part-time specialized duty assignment, the Department shall notify the Lodge and all members of the vacancy via interdepartmental

e-mail and the Department will also post a copy of the notice on appropriate bulletin boards. The posting shall:

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

Section 7.04 Bid for Vacancy

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

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

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

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

Section 7.05 Input and Selection

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

used as the tiebreaker to determine which bidder will be selected. When a candidate is passed over for position as provided herein, the Chief, upon request of the individual candidate, shall meet with the passed over candidate to provide the reasons why the candidate was passed over to aid the candidate in future promotional opportunities.

Section 7.06 Outside Candidates

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

Section 7.07 Multiple Positions

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

Section 7.08 Exempt Positions

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

Article VIII. Hours of Work

Section 8.01 Hours

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

Section 8.02 Shift Bidding Procedure

Members assigned to Patrol who have completed twelve or more months of service with the Department will complete a seniority based bidding process each January, wherein:

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

- (c) The Chief or his designees will announce the shift assignments, in writing, no later than December 10th.
- (d) Members who fail to provide a timely shift bid request and those members who have completed less than twelve months of service will be placed on a shift at the discretion of the Police Chief or his or her designee. It is understood that shift assignments for the non-bidding junior employees will be spread evenly across all shifts.
- (e) New shift assignments will become effective beginning on the first pay period of January.
- (f) Preferences will be granted by seniority, except that any employee who did not get any of his or her first listed choice during the first shift bid shall have preference over the other bidders for the next bid. Among those having preference in the subsequent bid, positions shall be awarded by seniority.

Section 8.03 Shift Transfers and Reassignments

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

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

Section 8.04 Temporary Duty Trade

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

Article IX. Promotions

Section 9.01 Sergeant Promotions

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

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

Article X. Wages

Section 10.01 Initial Wage Adjustments

Effective upon ratification of this Agreement and adoption by the Board of Aldermen, the City will implement the following step plan. Employees will ordinarily be placed at the "Swearing In" step upon receiving their commission. The Chief shall have discretion to start experienced new hires at a higher step commensurate with their experience. All employees whose job performance at least meets the City's minimum expectations will

receive a step upon ratification and adoption by the Board of Aldermen, and on each January 1 of each year during the life of this Agreement. Employee performance will be assessed using the evaluation form agreed upon and approved by the joint Labor/Management Committee, attached hereto as Exhibit A.

Step	Years in Position	Annual Equivalent	Hourly Rate
1	Swearing In	\$ 42,542.19	\$ 20.45
2	1	\$ 43,605.74	\$ 20.96
3	2	\$ 44,695.89	\$ 21.49
4	3	\$ 45,813.29	\$ 22.03
5	4	\$ 46,958.62	\$ 22.58
6	5	\$ 48,132.58	\$ 23.14
7	6	\$ 49,335.90	\$ 23.72
8	7	\$ 50,569.30	\$ 24.31
9	8	\$ 51,833.53	\$ 24.92
10	9	\$ 53,129.37	\$ 25.54
11	10	\$ 54,457.60	\$ 26.18
12	11	\$ 55,819.04	\$ 26.84
13	12	\$ 57,214.52	\$ 27.51
14	13	\$ 58,644.88	\$ 28.19
15	14	\$ 60,111.00	\$ 28.90
16	15	\$ 61,613.78	\$ 29.62
17	16	\$ 63,813.29	\$ 30.68

Section 10.02 Initial Steps for Current Personnel

Name	Job Title	Hourly Rate
Jennifer McClure	Detective	\$28.90
Steven Thompson	Detective	\$24.31
Robert Ball	Police Officer	\$30.68
Jason Werges	Police Officer	\$26.60
Corene Crawl-Hutchens	Police Officer	\$23.14
Andrew Taylor	Police Officer	\$22.58
Kevin Bellmyer	Police Officer	\$22.03
Michael Staat	Police Officer	\$22.03
Boyd Breedlove	Police Officer	\$20.96
Brett Thompson	Police Officer	\$20.96
Elgin Thrower	Police Officer	\$20.96

Krista James	Police Officer	\$20.96
Dustin Lancaster	Police Officer	\$20.96
Daniel Cummings	Jackson County Drug TF	\$23.14
Daniel liams	School Resource Officer	\$26.60
Matthew Arends	School Resource Officer	\$23.14

Article XI. Overtime and Compensatory Time

Section 11.01 Two---Week Work Period / OT

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

Section 11.02 Hours Worked Eligibility

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

Section 11.03 Overtime Calculation

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

Section 11.04 No Duplicative Payment

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

Section 11.05 Overtime Assignment

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

Section 11.06 Duty-Related Phone Calls

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

be required to prepare reports detailing the reason for and time expended on each such off-duty phone conversation.

Article XII. Health and Welfare

Section 12.01 Insurance Provided

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

Section 12.02 Life Insurance

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

Section 12.03 Vaccinations

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

Article XIII. Retirement Benefits

Section 13.01 LAGERS

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

Section 13.02 Deferred Compensation Plans

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

Article XIV. Holidays

Section 14.01 Recognized Holidays

The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day,

Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, or any other holiday provided to non-represented City employees.

Section 14.02 Holiday / Regularly Scheduled Off

All employees shall receive eight (8) hours of holiday pay for each holiday. Within the Police Department, all holidays shall occur on the actual holiday, rather than any “observed as” date that may apply in other departments.

Section 14.03 Holiday / Overtime

Employees who work on the actual date of a holiday shall be paid time-and-a-half for all hours worked, in addition to their holiday pay. Premium pay does not apply for work on “observed holidays.”

ARTICLE XV. VACATION AND SICK LEAVE

Section 15.01 Vacation Accrual and Accumulation

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

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

Section 15.02 Sick Leave Accrual

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

Section 15.03 Vacation/Sick Leave Use and Scheduling

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

Section 15.04 Vacation Payout at Separation

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

Section 15.05 Sick Leave Payout at Resignation or Retirement

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

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

Article XVI. Other Leave

Section 16.01 Eligible Leave Time

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

Section 16.02 Activity While On Leave

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

Article XVII. Seniority

Section 17.01 Seniority Definition

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

Section 17.02 Roster to Be Provided

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

Section 17.03 Loss of Seniority

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

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

Section 17.04 Rehire

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

Article XVIII. Probation

Section 18.01 Probation

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

Article XIX. Reductions in Force

Section 19.01 Lay Off

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

Section 19.02 Reduction in Position

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

Section 19.03 Recall List

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

Article XX. Discipline

Section 20.01 Discipline Purpose

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part "self-discipline." It is the duty of each employee to

make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause.

Section 20.02 Types of Discipline

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

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

Section 20.03 Copies Of Disciplinary Records

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

Section 20.04 Copying Disciplinary Records

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

Section 20.05 Length of Time to Remain Active

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

Section 20.06 Lodge Representation

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

Section 20.07 Review of Internal Affairs or Disciplinary Files

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

involved member(s). In communicating with the involved members and Lodge leadership, counsel shall be responsible for maintaining witness confidentiality.

Article XXI. Internal Investigations

Section 21.01 Administrative Investigations

All internal investigations will be conducted consistent with the provisions of Mo. Rev. Stat. § 590.502.2.

Section 21.02 Criminal Investigations

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

Section 21.03 Outcome of Investigation

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

Article XXII. Grievance Procedure

Section 22.01 Filing Grievances

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

Section 22.02 Resolution at Earliest Possible Step

The parties desire to resolve grievances at the earliest possible step, and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance

procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 22.03 Waiver of Additional Process, When

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

Section 22.04 Filed Within 15 Days

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

Section 22.05 Step One

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

Section 22.06 Step Two

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

Section 22.07 May File At Step Two, When

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

Step Two.

Section 22.08 Lodge Shall Represent

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

Section 22.09 Time Limits

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

Article XXIII. Arbitration

Section 23.01 Appeal to Arbitration

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

Section 23.02 Selection of the Arbitrator

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

Section 23.03 Decision of the Arbitrator, Conditions

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

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

Section 23.04 Final and Binding

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

Section 23.05 Costs Shared Equally

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

Article XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings

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

Article XXV. General Provisions

Section 25.01 Uniforms and Equipment

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

Section 25.02 Off-duty Actions

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

Section 25.03 Policies to Be Available

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

Section 25.04 Outside Employment

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

Section 25.05 Release of Personal Information

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

Section 25.06 Uncompensated Work Prohibited

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

Article XXVI. Training

Section 26.01 Pay for Training

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

Section 26.02 Meal Reimbursement

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

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

Section 26.03 Travel Time

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

Section 26.04 Hours

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

Section 26.05 Training Day

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

Article XXVII. Complete Agreement

Section 27.01 Complete Agreement

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

Section 27.02 Entire Agreement

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

Section 27.03 Savings

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

Article XXVIII. Term of Agreement

Section 28.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 31, 2024. No later than August of the year this Agreement is set to expire, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

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

So agreed this ___ day of January, 2022.

City of Grain Valley, MO

FOP Lodge No. 50

EXHIBIT A – OFFICER AND SERGEANTS’ PERFORMANCE EVALUATION FORM

AGENCY WIDE COMPETENCIES (33.34%)

Accountability	Accepts responsibility and is accountable for achieving results.
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Team Work	Works collaboratively with others, gets help when needed, shares knowledge, and contributes to a positive work environment.
Communication Skills	Possesses good verbal and written communication skills. Articulates thoughts clearly and effectively.
Critical Thinking	Approaches problem solving with rigor, discipline and analytical thinking. Thinks outside the box as needed.
Integrity & Trust	Complies with rules, regulations and policies. Treats people with respect, maintains confidentiality and inspires the trust of others.

JOB SPECIFIC (33.33%)

Continuing Education	
Exceeds	33 & up
Meets	24-32
Needs Improvement	20-23
Unsatisfactory	19 & under

Business Checks (per year)	
Exceeds	901 & up
Meets	600-900
Needs Improvement	300-599
Unsatisfactory	299 & below

Self-Initiated Activity (traffic enforcement, ped checks, res check, etc, per year)	
Exceeds	121 & up
Meets	100-120
Needs Improvement	80-99
Unsatisfactory	79 & below

Firearm Proficiency (spring & fall range, MILO training)	
Exceeds	Additional approved range or MILO training
Meets	Completion of qualifying, one additional organized range date and two organized MILO training
Needs	Completion of qualifying and one organized range or MILO training
Unsatisfactory	anything below

Goals (33.33%)

Goal 1	Goal set by employee in conjunction with supervisor.
Goal 2	Goal set by employee in conjunction with supervisor.
Goal 3	Goal set by employee in conjunction with supervisor.

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

MEETING DATE	1/24/2022	
BILL NUMBER	R22-14	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ADOPTING A LABOR AGREEMENT WITH THE FRATERNAL ORDER OF POLICE FOR SWORN POLICE SERGEANTS AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	Ken Murphy, City Administrator	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the 2022-2024 Sergeant Labor Agreement	
BACKGROUND	The negotiations between the City of Grain Valley and the FOP have been ongoing. The parties have reached an agreement after negotiations that will be effective until December 31, 2024	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, City of Grain Valley Sergeants Agreement Ratified by FOP

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

January, 24, 2022

RESOLUTION NUMBER

R22-14

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

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

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

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

WHEREAS, the City and FOP have negotiated in good faith to reach a labor agreement for the bargaining unit that is intended to be effective through December 31, 2024; and

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

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

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

SECTION 1: The Board of Aldermen hereby approves the 2022 – 2024 Labor Agreement – Police Sergeants, between the City of Grain Valley, Missouri and Fraternal Order of Police West Central Missouri Regional, Lodge #50, and authorizes the City Administrator to execute the agreement, attached hereto as **Exhibit A**, on behalf of the City.

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

PASSED and APPROVED, via voice vote, (____ - ____) this ____ Day of ____, 2022.

Chuck Johnston
Mayor

ATTEST:

Jamie Logan
City Clerk

CITY OF Grain Valley, MISSOURI

AND

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

LODGE # 50



2022-2024

LABOR AGREEMENT

SERGEANTS

Article I. Preamble

Section 1.01 Parties

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

Section 1.02 Conflicts

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

Article II. Recognition

Section 2.01 Bargaining Units

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

Section 2.02 Added Classification

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

Section 2.03 Non-Discrimination

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

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

Article III. Management Rights

Section 3.01 Management Rights

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

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

Section 3.02 Rights & Responsibilities

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

Section 3.03 Operation of Law

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

Article IV. Lodge Rights

Section 4.01 Lodge Business

On January 1st of each year, the Lodge shall designate 2 sergeants as official Lodge representatives for that calendar year. The Lodge will endeavor to designate one representative from each 24-hour period. The Lodge will promptly notify the City of the identity of these representatives, and will keep the City updated with respect to any changes in the identify of its representatives.

Section 4.02 Bulletin Boards

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

Section 4.03 Use of Internal Mail

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

Section 4.04 Dues Deduction

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

Section 4.05 Confidentiality

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

Section 4.08 Release of Information

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

Section 4.09 Request for Information Fee

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

Section 4.10 Indemnification

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

Article V. Past Practices

Section 5.01 No Binding Past Practices

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

Article VI. Job Descriptions

Section 6.01 Job Descriptions

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

Article VII. Hours of Work

Section 7.01 Hours

The normal shift duration is twelve (12) hours.

Section 7.02 Shift Bids

Sergeants may submit shift bids to the Chief no later than October 1 of any calendar year, for the subsequent calendar year. The Chief will assign shifts in seniority order based on time in rank no later than November 1 of each year. In the event any sergeant fails to submit a bid by October 1, the Chief may assign him or her to a shift at the Chief's discretion. New shift assignments will become effective beginning on the first pay period of January.

Section 7.03 Temporary Duty Trade

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

Article VIII. Supervisory Duties

Section 8.01 Sergeants Supervisory Duties

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

Section 8.02 Retaliation Prohibited

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

Article IX. Wages

Section 9.01 Initial Wage Adjustments

Effective upon ratification of this Agreement and adoption by the Board of Aldermen, the City will implement the following step plan. All employees whose job performance at least meets the City’s minimum expectations will receive a step upon ratification adoption by the Board of Aldermen and on each successive January 1 of each year during the life of this Agreement. Employee performance will be assessed using the evaluation form agreed upon and approved by the joint Labor/Management Committee, attached hereto as Exhibit A.

Step	Years in Position	Est Annual Salary	Hourly Rate
1	0	\$ 53,708.54	\$ 25.82
2	1	\$ 55,051.25	\$ 26.47
3	2	\$ 56,427.53	\$ 27.13
4	3	\$ 57,838.22	\$ 27.81
5	4	\$ 59,284.18	\$ 28.50
6	5	\$ 60,766.28	\$ 29.21

7	6	\$ 62,285.44	\$ 29.94
8	7	\$ 63,842.58	\$ 30.69
9	8	\$ 65,438.64	\$ 31.46
10	9	\$ 67,074.61	\$ 32.25
11	10	\$ 68,751.47	\$ 33.05
12	11	\$ 70,470.26	\$ 33.88
13	12	\$ 72,232.02	\$ 34.73
14	13	\$ 74,037.82	\$ 35.60
15	14	\$ 75,888.76	\$ 36.48
16	15	\$ 77,785.98	\$ 37.40
17	16	\$ 80,562.81	\$ 38.73

Section 9.02 Initial Steps for Current Personnel

Name	Job Title	Hourly Rate
Shannon Carr	Police Sergeant	\$30.69
Curtis Vander Linden	Police Sergeant	\$28.50
William Stratton	Police Sergeant	\$28.50
Jacob Wise	Police Sergeant/K9	\$28.50 (does not include K9 payments)

Article X. Overtime and Compensatory Time

Section 10.01 Two---Week Work Period / OT

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

Section 10.02 Hours Worked Eligibility

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

Section 10.03 Overtime Calculation

For the purpose of calculating overtime, applicable shift differential and all other additional pay (except uniform pay, telephone stipend and tuition reimbursement) will be included

in the calculation of the employee's regular rate, for the purpose of determining the employee's effective hourly rate of pay for overtime purposes.

Section 10.06 No Duplicative Payment

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

Section 10.07 Overtime Assignment

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

Section 10.08 Duty-Related Phone Calls

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

Article XI. Health and Welfare

Section 11.01 Insurance Provided

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

Section 11.02 Life Insurance

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

Section 11.04 Vaccinations

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

Article XII. Retirement Benefits

Section 12.01 LAGERS

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

Section 12.02 Deferred Compensation Plans

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

Article XIII. Holidays

Section 13.01 Recognized Holidays

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

Section 13.02 Holiday / Regularly Scheduled Off

All employees shall receive eight (8) hours of holiday pay for each holiday. Within the Police Department, all holidays shall occur on the actual holiday, rather than any "observed as" date that may apply in other departments.

Section 13.03 Holiday / Overtime

Employees who work on the actual date of a holiday shall be paid time-and-a-half for all hours worked, in addition to their holiday pay. Premium pay does not apply for work on "observed holidays."

ARTICLE XIV. VACATION AND SICK LEAVE

Section 14.01 Vacation Accrual and Accumulation

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

Years of Continuous Service	Hours Accrued per Month	Hours Accrued Annually	Maximum Accumulation
0-5 Years	8 hours	96 hours	192 hours

6-10 Years	10 hours	120 hours	240 hours
11-15 Years	12 hours	144 hours	288 hours
16 or more years	14 hours	168 hours	336 hours

Section 14.02 Sick Leave Accrual

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

Section 14.03 Vacation/Sick Leave Use and Scheduling

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

Section 14.04 Vacation Payout at Separation

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

Section 14.05 Sick Leave Payout at Resignation or Retirement

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

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

Article XV. Other Leave

Section 15.01 Eligible Leave Time

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

Section 15.02 Activity While On Leave

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

Article XVI. Seniority

Section 16.01 Seniority Definition

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

Section 16.02 Roster to Be Provided

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

Section 16.03 Loss of Seniority

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

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

Section 16.04 Rehire

Employees who are rehired within one (1) year from their date of separation shall have their prior seniority reinstated and will begin accruing additional seniority time starting

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

Article XVII. Probation

Section 17.01 Probation

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

Article XVIII. Reductions in Force

Section 18.01 Lay Off

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

Section 18.02 Reduction in Position

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

Section 18.03 Recall List

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

Article XIX. Discipline

Section 19.01 Discipline Purpose

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

Section 19.02 Types of Discipline

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

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

Section 19.03 Copies Of Disciplinary Records

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

Section 19.04 Copying Disciplinary Records

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

Section 19.05 Length of Time to Remain Active

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

Section 19.06 Lodge Representation

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

Section 19.07 Review of Internal Affairs or Disciplinary Files

After the completion of any administrative investigation that results in the assessment of discipline, counsel for the Lodge shall be allowed to review any and all documentation and other evidence obtained during the investigation upon request, for the purpose of meeting the Union's duty of fair representation to the involved member. The Department shall have the right to redact any information from the internal affairs files necessary to protect

confidential witnesses. Counsel for the Lodge shall be given a private space and a reasonable amount of time to review the file. Counsel shall not be allowed to make copies or duplicate any of the documentation or evidence contained in the file, but will be allowed to take notes regarding the contents of the file. Counsel shall only communicate regarding the contents of the file with the individual member(s) involved and with Lodge leadership to the extent necessary for assisting the Lodge to meet its duty of representation to the involved member(s). In communicating with the involved members and Lodge leadership, counsel shall be responsible for maintaining witness confidentiality.

Article XX. Internal Investigations

Section 20.01 Administrative Investigations

All internal investigations will be conducted consistent with the provisions of Mo. Rev. Stat. § 590.502.2.

Section 20.02 Criminal Investigations

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

Section 20.03 Outcome of Investigation

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

Article XXI. Grievance Procedure

Section 21.01 Filing Grievances

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

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

Section 21.02 Resolution at Earliest Possible Step

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

Section 21.03 Waiver of Additional Process, When

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

Section 21.04 Filed Within 15 Days

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

Section 21.05 Step One

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

Section 21.06 Step Two

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

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

Section 21.07 May File At Step Two, When

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

Section 21.08 Lodge Shall Represent

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

Section 21.09 Time Limits

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

Article XXII. Arbitration

Section 22.01 Appeal to Arbitration

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

Section 22.02 Selection of the Arbitrator

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

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

Section 22.03 Decision of the Arbitrator, Conditions

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

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

Section 22.04 Final and Binding

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

Section 22.05 Costs Shared Equally

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

Article XXIII. Labor Management Committee

Section 23.01 Labor/Management Meetings

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

Article XXIV. General Provisions

Section 24.01 Uniforms and Equipment

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

Section 24.02 Off-duty Actions

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

Section 24.03 Policies to Be Available

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

Section 24.04 Outside Employment

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

Section 24.05 Release of Personal Information

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

Section 24.06 Uncompensated Work Prohibited

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

Article XXV. Training

Section 25.01 Pay for Training

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

Section 25.02 Meal Reimbursement

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

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

Section 25.03 Travel Time

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

Section 25.04 Hours

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

Section 25.05 Training Day

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

Article XXVI. Complete Agreement

Section 26.01 Complete Agreement

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

Section 26.02 Entire Agreement

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

Section 26.03 Savings

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

Article XXVII. Term of Agreement

Section 27.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 31, 2024. No later than August of the year this Agreement is set to expire, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one (1) year periods. If notice is given, then the terms of this Agreement will remain in effect after the expiration date, until the parties either reach agreement on a renewal or replacement agreement, or until the parties reach a bargaining impasse.

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

So agreed this ___ day of January, 2022.

City of Grain Valley, MO

FOP Lodge No. 50

EXHIBIT A – OFFICER AND SERGEANTS’ PERFORMANCE EVALUATION FORM

AGENCY WIDE COMPETENCIES (33.34%)

Accountability	Accepts responsibility and is accountable for achieving results.
Team Work	Works collaboratively with others, gets help when needed, shares knowledge, and contributes to a positive work environment.
Communication Skills	Possesses good verbal and written communication skills. Articulates thoughts clearly and effectively.
Critical Thinking	Approaches problem solving with rigor, discipline and analytical thinking. Thinks outside the box as needed.
Integrity & Trust	Complies with rules, regulations and policies. Treats people with respect, maintains confidentiality and inspires the trust of others.

JOB SPECIFIC (33.33%)

Continuing Education	
Exceeds	33 & up
Meets	24-32
Needs Improvement	20-23
Unsatisfactory	19 & under

Business Checks (per year)	
Exceeds	901 & up
Meets	600-900
Needs Improvement	300-599
Unsatisfactory	299 & below

Self-Initiated Activity (traffic enforcement, ped checks, res check, etc, per year)	
Exceeds	121 & up
Meets	100-120
Needs Improvement	80-99
Unsatisfactory	79 & below

Firearm Proficiency (spring & fall range, MILO training)	
Exceeds	Additional approved range or MILO training
Meets	Completion of qualifying, one additional organized range date and two organized MILO training
Needs	Completion of qualifying and one organized range or MILO training
Unsatisfactory	anything below

Goals (33.33%)

Goal 1	Goal set by employee in conjunction with supervisor.
Goal 2	Goal set by employee in conjunction with supervisor.
Goal 3	Goal set by employee in conjunction with supervisor.

Ordinances

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

MEETING DATE	1/24/2022	
BILL NUMBER	B22-02	
AGENDA TITLE	<p>AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2022 BUDGET TO ALLOCATE FUNDING FROM THE GENERAL FUND, PARKS FUND, WATER/SEWER FUND, AND TRANSPORTATION FUND RESERVES FOR A MODIFICATION OF THE MISSOURI LOCAL GOVERNMENT EMPLOYEE RETIREMENT SYSTEM (LAGERS) BENEFIT PROGRAM FOR COVERED EMPLOYEES, CHANGING FROM BENEFIT PLAN L-7 TO L-6</p>	
REQUESTING DEPARTMENT	Administration and Finance	
PRESENTER	Ken Murphy, City Administrator Steven Craig, Finance Director	
FISCAL INFORMATION	Cost as recommended:	\$1,500,000
	Budget Line Item:	
	Balance Available:	\$14,379,170
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To amend the current budget (2022) to allow for the modification of the City's Local Government Employee Retirement System (LAGERS) Benefit Program for covered employees, changing from benefit plan L-7 to L-6.	
BACKGROUND	During the Fiscal Year 2022 budget workshops, the possibility of changing the retirement plan was presented and the preliminary costs were discussed. An actuarial study was completed by LAGERS that provided the final information for the prior service years lump sum payment and contribution percentages which was included in the 11/22/2021 meeting packet.	
SPECIAL NOTES	N/A	

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

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-02

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2022 BUDGET TO ALLOCATE FUNDING FROM THE GENERAL FUND, WATER/SEWER FUND, PARKS FUND, AND TRANSPORTATION FUND RESERVES FOR A MODIFICATION OF THE MISSOURI LOCAL GOVERNMENT EMPLOYEE RETIREMENT SYSTEM (LAGERS) BENEFIT PROGRAM FOR COVERED EMPLOYEES, CHANGING FROM BENEFIT PLAN L-7 TO L-6

WHEREAS, the Board of Aldermen of the City of Grain Valley recognize the importance of providing competitive benefits for its employees; and

WHEREAS, the Board of Aldermen of the City of Grain Valley desires to change to the Missouri Local Government Employees Retirement System (LAGERS) Benefit Program L-6 for covered employees; and

WHEREAS, the 2022 budget needs to be amended to reflect both the revenue and the expenditures to make the LAGERS L-6 Benefit change.

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

SECTION 1: The City Administrator is hereby authorized to execute additional documentation that may be required to complete the LAGERS benefit change in FY 2022.:

SECTION 2: The City Administrator is hereby authorized to amend the 2022 budget to reflect both the revenues and expenditures by \$1,500,000 to allocate funding from reserves to change the LAGERS benefit for covered employee to the Benefit Plan L-6 change.

Read two times and PASSED by the Board of Aldermen this ___ day of ____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS _____
ALDERMAN HEADLEY _____
ALDERMAN MILLS _____

ALDERMAN CLEAVER _____
ALDERMAN KNOX _____
ALDERMAN STRATTON _____

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

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

MEETING DATE	1/24/2022	
BILL NUMBER	B22-03	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 705, SEWAGE AND SEWAGE DISPOSAL, OF THE CODE OF ORDINANCES, IN SECTION 705.010 (DEFINITIONS), SECTION 705.020 (UNLAWFUL DEPOSITS IN GENERAL)	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	<p>705.010: Add definitions for FOG, Illicit Discharge and Trash, Litter and Refuse.</p> <p>705.020: Add Section C making it unlawful to discharge FOG, Garbage, Industrial Wastes, Sewage, Yard Waste, Trash, Litter or Refuse to Storm Drains, Natural Outlets or Water Course in the City of Grain Valley.</p>	
BACKGROUND	<p>As part of the City's new NPDES Stormwater Permit, the Missouri Department of Natural Resources (MDNR) has requirements for controlling Illicit discharges to any storm sewer or water course. Since Illicit Discharge wasn't spelled out in the City's Code, MDNR is requiring that it be added. The additional language spells out those requirements as well as providing definitions needed for this section.</p>	
SPECIAL NOTES	None	

ANALYSIS	Refer to Staff Report
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance and Staff Report

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-03

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE AMENDING CHAPTER 705, SEWAGE AND SEWAGE DISPOSAL, OF THE CODE OF ORDINANCES, IN SECTION 705.010 (DEFINITIONS) AND SECTION 705.020 (UNLAWFUL DEPOSITS IN GENERAL)

WHEREAS, Missouri Department of Natural Resources (MDNR) requires changes to the City's Code of Ordinances to comply with current requirements of the City's newly issued NPDES stormwater permit; and

WHEREAS, MDNR requires that the City provide for requirements and penalties for the discharge of pollutants to stormwater facilities.

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

SECTION 1: That Chapter 705, Sewage And Sewage Disposal, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

Section 705.010 Definitions

FOG

Fats, oils and grease.

ILLICIT DISCHARGE

Any discharge to any storm drain, natural outlet or watercourse of FOG, Industrial Waste, Garbage, Trash, Litter, Refuse, Sewage, Yardwaste or other pollutants.

TRASH, LITTER, AND REFUSE

All ashes, cinders, slops, filth, excrement, sawdust, stones, rocks, dirt, straw, soot, sticks, shavings, eggshells, oyster shells, or cans, dust, brush, logs, paper trash, rubbish, manure, refuse, offal, wastewater, chamber lye, fish, putrid meat, entrails, decayed fruit or vegetables, broken ware, rags, iron or other metal, old wearing apparel, all animals or vegetable matter, all dead animals or any other offensive or disagreeable substance or thing thrown or deposited by anyone in or upon any street, sidewalk, park, public square, public enclosure, lot, vacant or occupied, storm drain, stream, waterway, pond or pool of water.

Section 705.020 **Unlawful Deposits in General**

C. It shall be unlawful to discharge to any storm drain, natural outlet or water course within the City of Grain Valley or in any area under the jurisdiction of the City of Grain Valley FOG, industrial waste, garbage, trash, litter, refuse, yardwaste, sewage or any other pollutants.

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

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

Read two times and PASSED by the Board of Aldermen this ___ day of _____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN STRATTON	_____	ALDERMAN MILLS	_____

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

STAFF REPORT

Chapter 705 Amendment – Sewage and Sewage Disposal

January 24, 2022

PURPOSE:

Staff is requesting the Board of Aldermen approve amendments to Section 705.010 and Section 705.020 to add three new definitions and add to the list of unlawful discharges to stormwater facilities and waterways.

BACKGROUND:

The City of Grain Valley renewed its Stormwater NPDES permit (MS4 Permit) in 2021. The new permit issued by the Missouri Department of Natural Resources (MDNR) has significantly stricter requirements for a prohibition of certain discharges to stormwater facilities and waterways.

Section 705.010 adds three new definitions to help clarify the different pollutants prohibited in stormwater and waterways.

MDNR required that the City to spell out by Ordinance the prohibition of illicit discharges to the City's stormwater facilities and waterways. Therefore, Section 705.020 C is proposed to be added to add the unlawful discharges and illicit discharges.

ANALYSIS:

The proposed amendments to Section 705.010 would provide for the following:

- 1) Add the definition of FOG (fats oils and grease).
- 2) Add the definition of Illicit Discharge for additional clarification.
- 3) Add a definition of Trash, Litter and Refuse.

The proposed amendments to Section 705.020 C would provide for the following:

- 1) The list of pollutants that are unlawful and considered an Illicit Discharge to storm drains and waterways within the City.

During 2021, Community Development Staff had several meetings with MDNR staff to discuss the requested changes to the City's Code of Ordinances requirements for controlling illicit discharges. These changes are a requirement of the City's new permit.

STAFF RECOMMENDATION:

Staff recommends approval.

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

MEETING DATE	01/24/2022	
BILL NUMBER	B22-04	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 386 OF THE CODE OF ORDINANCES OF THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO NEIGHBORHOOD VEHICLES AND UTVS AND REPEALING CHAPTER 387	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	James Beale, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To update the neighborhood vehicle and UTV regulations	

BACKGROUND	Chapter 386 of the Grain Valley municipal code underwent a full review in the Fall of 2021. The popularity of recreational vehicles increased during the pandemic as more looked for ways to get outdoors. Two new recreational vehicle dealerships have opened within our city limits , increasing the visibility of these vehicles. Although golf carts and low speed vehicles have been legally allowed to operate on City streets since April 8, 2013 via ordinance 2285, other recreational vehicles have not been legal. Citizens have expressed interest and inquired more about expanding the permissibility of which recreational vehicles which can be operated on City streets. Taking these items into consideration, it is proposed to allow certain types of recreational vehicles, as defined in this chapter, to operate within our city limits with safety and traffic regulations keeping the safety of the citizens at the forefront of the new legislation.
SPECIAL NOTES	All proposed changes to Chapter 386 can be found in the redline ordinance.
ANALYSIS	None
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance and Redline Ordinance

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-04

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

**AN ORDINANCE AMENDING CHAPTER 386 OF THE CODE OF ORDINANCES OF
THE CITY OF GRAIN VALLEY, MISSOURI, PERTAINING TO NEIGHBORHOOD
VEHICLES AND UTVS AND REPEALING CHAPTER 387**

WHEREAS, Chapter 386, Code of Ordinances, City of Grain Valley, Missouri sets the regulations Neighborhood Vehicles and UTVs within the City limits;

WHEREAS, Chapter 386 defines important procedures, definitions of types of vehicles, regulations of operation of vehicles allowed to operate on city streets as well as how to register the vehicles to be able to operate within the city limits;

WHEREAS, in 2013, the Board of Aldermen adopted Ordinance #2286 prohibiting All-Terrain Vehicles and is now repealing Chapter 387

WHEREAS, staff have found a need to make additions, clarify sections and amended processes to better fit the needs of the City's growing community.

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

SECTION 1: Repeal Chapter 387 All Terrain Vehicles Prohibited

SECTION 2:

**Chapter 386
Operation of Neighborhood Vehicles and Utility Terrain Vehicles on Public Streets**

Section 386.010 Definitions.

[Ord. No. 2285 §1, 4-8-2013]

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where context clearly indicates a different meaning:

ALL-TERRAIN VEHICLE (ATV)

As provided in Chapter 304, RSMo., any motorized vehicle manufactured and used exclusively for off-highway use. The operator is generally seated in a straddle position and steered by using handlebars. Most are operated with a thumb throttle but can be altered to use a twist throttle. To brake, operators can use either the brake handle or a foot pedal depending on what type of ATV is being operated. ATVs are open and do not have a cabin. These are also commonly known as a "quad" or "four-wheeler" and generally are meant for a single-rider although some are built for two-riders.

[B22-04]

GOLF CART

A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and not capable of exceeding speeds in excess of twenty (20) miles per hour, and otherwise satisfies the definition of "golf cart" as provided in Chapter 304, RSMo.

LOW-SPEED VEHICLE OR "LSV"

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, and otherwise satisfies the definition of "low-speed vehicle" as provided in Chapter 304, Section 304.029, RSMo.

NEIGHBORHOOD VEHICLE

A low-speed vehicle or a golf cart as defined in this chapter.

UTILITY TERRAIN VEHICLES, UTVs, SIDE-BY-SIDE (SXS)

As provided in Section 301.010 and Chapter 304, RSMo., as "Utility Vehicle" any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and braking, occupant restraints, and rollover protective structures.

386.020 Operation of Neighborhood Vehicles and UTVs on Public City Streets, Permitted When – Exemptions.

- A. Pursuant to the authority granted by Sections 304.029, 304.032, and 304.032 the City may allow by resolution or ordinance, allow persons to operate neighborhood vehicles, UTVs and ATVs upon any street or highway under the City's jurisdiction subject to the following limitations:
1. No person shall operate a neighborhood vehicle or UTV within the City of Grain Valley on public City streets unless it has been properly registered and permitted with the City of Grain Valley pursuant to the provisions of chapter 386 of the Grain Valley Municipal code with exception of those vehicles owned and operated by a governmental entity for official use.
 2. Every person operating a UTV within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Section 304.032, RSMo., and other applicable Missouri law, every person operating a UTV shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter.
 3. Every person operating a neighborhood vehicle within the City of Grain Valley shall observe all traffic laws and local ordinances regarding the rules of the road. To the extent permitted by Sections 304.034 and 304.029 RSMo., and other applicable Missouri law, every person operating a neighborhood vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all

other requirements of this chapter.

4. No person shall operate a neighborhood vehicle or UTV within any stream or river in the City of Grain Valley unless the waterways flow within the boundaries of land which the vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings as are customary or part of the highway system. Police of the City shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.
 5. Neighborhood vehicles and UTVs shall not be operated at any time on any State or Federal highway with posted speed limits in excess of thirty-five (35) miles per hour. The provisions of this Subsection shall not prohibit a neighborhood vehicle or UTV from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection or roundabout.
 6. ATV's shall not be operated at any time upon any street or highway under the Governing Body's jurisdiction.
- B. Every operator of a neighborhood vehicle or UTV shall maintain financial responsibility as required by Chapter 303, RSMo.
- C. Each person operating a neighborhood vehicle or UTV on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.
- D. Compliance with 49 CFR 571.500, as amended, shall be a condition precedent to the City's granting of a special permit for the operation of a low-speed vehicle within the City's corporate boundaries.
- E. No person shall operate a neighborhood vehicle or UTV:
1. In any careless way so as to endanger the person or property of another;
 2. While under the influence of alcohol or any controlled substance;
 3. Without a securely fastened safety helmet on the head of an individual who operates a UTV or who is being towed or otherwise propelled by a UTV, unless the individual is at least eighteen years of age.
 4. No person shall operate a Neighborhood Vehicle or UTV on any park lands within the City of Grain Valley, Missouri, except those Neighborhood Vehicles or UTVs operated by a governmental unit for official use.
 5. While carrying passengers in excess of the maximum number of designed seating for the neighborhood or UTV. No passengers are allowed to ride in the dump bed of a UTV on City streets or highways.

6. No operator of a golf cart shall carry passengers that are less than sixteen (16) years of age unless the operator is the legal guardian of such passenger(s).

G. A violation of this Section shall be an ordinance violation.

Section 386.030 Neighborhood Vehicle and UTV Equipment.

A. Neighborhood Vehicle and UTV Required Equipment.

1. Every Neighborhood Vehicle & UTV operated on public streets shall be equipped in accordance with Chapter 304, RSMo., and in any case will minimally be equipped with the following:

- a. A lighted headlamp, tail lamp, which shall be in operation at any time from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise or at any other time defined in Section 307.020, RSMo.
- b. Brake lights and mechanical turn signals front and back.
- c. A seat belt for the operator and passengers.
- d. A braking system maintained in good operating condition.
- e. An adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
- f. Shall display a slow-moving emblem in conformity with Section 307.127, RSMo., or A bicycle safety flag which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglo in color.

Section 386.040 Permits and Registration.

A. No individual who owns a Neighborhood vehicle or UTV will be permitted to operate said vehicle within the City of Grain Valley unless it has been properly registered and permitted with the City of Grain Valley.

B. The Chief of Police, or his or her authorized designee, shall hereby be designated as the City Official with the authority to issue permits for neighborhood vehicles and UTVs within the City and collect a fee per the comprehensive fee schedule upon issuance of the permit. No permit shall be issued until the fee is paid.

- C. To register for a Neighborhood Vehicle/UTV permit, an individual must present the Neighborhood Vehicle/UTV for visual inspection by the Chief of Police (or designee) and provide the following:
1. A completed Neighborhood Vehicle/UTV Vehicle Registration application supplied by the Grain Valley Police Department to include the following:
 - a. Owner's full name
 - b. Owner's Address & location of where vehicle is to be kept
 - c. Driver's license number, State of issuance and copy of driver's license
 - d. Insurance policy number, name of insurance company and contact information
 - e. Vehicle make, model, year and color
 2. Proof of ownership with the year, make and model listed.
 3. A paid property tax receipt listing the UTV. This requirement is waived if the UTV was purchased in the prior or current calendar year. This requirement does not apply to neighborhood vehicles.
 4. Proof of liability insurance that specifically lists the vehicle as referenced by the serial number/VIN number, year of model and meets proper coverage limits required by State laws for licensed motor vehicles.
 5. Proof of registration and proof of insurance shall be carried with the vehicle, and produced upon request of any Law Enforcement Officer. The registration sticker provided by the Grain Valley Police Department should be affixed to the vehicle on the left rear fender.
 6. Registrations shall be renewed every two years on even numbered years.
 - a. If registering and licensing a Neighborhood Vehicle or UTV for the first time on an even year, the permit is valid for up to two years expiring on April 30th of the next even numbered year.
 - b. If the permit is issued on an odd year, it is valid until April 30th of the upcoming even numbered year.
 7. The City will charge a registration and licensing fee as set forth in the Comprehensive Fee Schedule for all new and renewed Neighborhood Vehicles and UTVs. Fees are not prorated.

Section 386.040 Penalty.

The penalties set for in Section **100.110**, General Penalty — Continuing Violations, Grain Valley, Missouri Code of Ordinances, shall apply to any violation of this Chapter.

Read two times and PASSED by the Board of Aldermen this ___ day of _____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS _____
ALDERMAN HEADLEY _____
ALDERMAN MILLS _____

ALDERMAN CLEAVER _____
ALDERMAN KNOX _____
ALDERMAN STRATTON _____

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

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 386

Operation of ~~Golf Carts and Low-Speed Vehicles~~ Neighborhood Vehicles and Utility Terrain Vehicles on Public Streets

Section 386.010 **Definitions.**

[Ord. No. 2285 §1, 4-8-2013]

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where context clearly indicates a different meaning:

ALL-TERRAIN VEHICLE (ATV)

Any motorized vehicle manufactured and used exclusively for off-highway use. The operator is generally seated in a straddle position and steered by using handlebars. Most are operated with a thumb throttle, but can be altered to use a twist throttle. To brake, operators can use either the brake handle or a foot pedal depending on what type of ATV is being operated. ATVs are open and do not have a cabin. These are also commonly known as a “quad” or “four-wheeler” and generally are meant for a single-rider although some are built for two-riders.

GOLF CART

A motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and ~~that is~~ not capable of exceeding speeds in excess of twenty (20) miles per hour, and otherwise satisfies the definition of "golf cart" as provided in Chapter 304, RSMo.

LOW-SPEED VEHICLE OR "LSV"

A 4-wheeled motor vehicle capable of a top speed greater than twenty (20) miles per hour, but not greater than twenty-five (25) miles per hour, and otherwise satisfies the definition of "low-speed vehicle" as provided in Chapter 304, Section 304.029, RSMo.

NEIGHBORHOOD VEHICLE

A low-speed vehicle or a golf cart as defined in this chapter.

UTILITY TERRAIN VEHICLES, UTVs, SIDE-BY-SIDE (SXS)

Any motorized vehicle manufactured and used exclusively for off-highway use traveling on four (4) or more wheels between fifty (50) inches and sixty-seven (67) inches in width, an unladen dry weight of two thousand (2,000) pounds or less with side-by-side occupant seating, a steering wheel, non-straddle seating, foot controls for throttle and braking, occupant restraints, and rollover protective structures.

~~Section 386.020 Municipalities Authorized Operation of Neighborhood Vehicles and UTVs on Public City Streets, Permitted When – Exemptions.~~

[Ord. No. 2285 §1, 4-8-2013]

~~A. A.~~ Notwithstanding any other law to the contrary, the Governing Body of any municipality may, by resolution or ordinance, allow persons to operate neighborhood vehicles and UTVs upon any street or highway under the Governing Body's jurisdiction subject to the following limitations:

1. No person shall operate a neighborhood vehicle or UTV within the City of Grain Valley on public City streets unless it has been properly registered and permitted with the City of Grain Valley pursuant to the provisions of chapter 386 of the Grain Valley Municipal code with exception of those vehicles owned and operated by a governmental entity for official use.
2. Every person operating a neighborhood vehicle or UTV shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle if it meets all other requirements of this chapter and Section 304.029, RSMo. The operator of a neighborhood vehicle or UTV shall observe all traffic laws and local ordinances regarding the rules of the road.
3. No person shall operate a neighborhood vehicle or UTV within any stream or river in the City of Grain Valley unless the waterways flow within the boundaries of land which the vehicle operator owns or has permission to be upon, or for the purpose of fording such stream or river of this State at such road crossings are customary or part of the highway system. All Law Enforcement Officials or Peace Officers of this State and its political subdivision shall enforce the provisions of this Subsection within the geographic area of their jurisdiction.

~~4. 1. Golf carts~~Neighborhood vehicles and UTVs shall not be operated at any time on any State or Federal highway ~~with~~ posted speed limits in excess of thirty-five (35) miles per hour. The provisions of this Subsection shall not prohibit a neighborhood vehicle or UTV from crossing a street or highway with a posted speed limit of up to forty-five (45) miles per hour at an intersection or roundabout.

~~2. No neighborhood vehicle shall operate on a street or a highway with a posted speed in excess of thirty-five (35) miles per hour.~~

~~3. Notwithstanding the foregoing, neighborhood vehicles may be operated on public streets and/or State highways with posted speed limits in excess of thirty five (35) miles per hour, but not more than forty-five (45) miles per hour, for sole purpose of crossing a portion of such street or State highway.~~

~~4. No neighborhood vehicle shall cross any street or highway at an intersection where the street or highway being crossed has a posted speed limit of more than forty five (45) miles per hour.~~ 5. ATV's shall not be operated at any time upon any street or highway under the Governing Body's jurisdiction.

B. Neighborhood vehicles shall be exempt from the requirements of Sections 307.350 to 307.402, RSMo., for purposes of titling and registration. Low-speed vehicles shall comply with the standards in 49 CFR 571.500, as amended. (CHECK WITH LEGAL ON THIS PIECE---49 CFR??)

C. Every operator of a neighborhood vehicle or UTV shall maintain financial responsibility as required by Chapter 303, RSMo.

D. Each person operating a neighborhood vehicle or UTV on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.

E. All low-speed vehicles shall be manufactured in compliance with the National Highway Traffic Safety Administration standards for low-speed vehicles in 49 CFR 571.500, as amended. (LEGAL FOR THE 49 CFR PIECE)

F. No person shall operate a neighborhood vehicle or UTV:

1) In any careless way so as to endanger the person or property of another;

2) While under the influence of alcohol or any controlled substance;

3) Without a securely fastened safety helmet on the head of an individual who operates a UTV or who is being towed or otherwise propelled by a UTV, unless the individual is at least eighteen years of age.

4) No person shall operate a Neighborhood Vehicle or UTV on any park lands within the City of Grain Valley, Missouri, except those Neighborhood Vehicles or UTVs operated by a governmental unit for official use.

5) While carrying passengers in excess of the maximum number of designed seating for the neighborhood or UTV. No passengers are allowed to ride in the dump bed of a UTV on City streets or highways.

6) No operator of a golf cart shall carry passengers that are less than sixteen (16) years of age unless the operator is the legal guardian of such passenger(s).

G. A violation of this Section shall be an ordinance violation.

H. Neighborhood vehicles permitted by this Chapter are not considered a motor vehicle and are exempt from title requirements, State vehicle registration requirements, and emissions compliance certificates, all pursuant to Chapter 301, RSMo.

Section 386.030 Neighborhood Vehicle and UTV Equipment.

A. Neighborhood Vehicle and UTV Required Equipment.

1. Every Neighborhood Vehicle & UTV operated on public streets shall be equipped in accordance with Chapter 304, Section 304.034, RSMo., and in any case will minimally be equipped with the following:

a. A lighted headlamp, tail lamp, which shall be in operation at any time from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise or at any other time defined in Section 307.020, RSMo.

b. Brake lights and mechanical turn signals front and back.

- c. A seat belt for the operator and passengers.
- d. A braking system maintained in good operating condition.
- e. An adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
- f. Shall display a slow-moving emblem in conformity with Section 307.127, RSMo., or A bicycle safety flag which extends not less than seven (7) feet above the ground, attached to the rear of the vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty (30) square inches and shall be dayglo in color.

2. Unless otherwise required by the laws of the State of Missouri, and except as expressly provided in this Chapter, neighborhood vehicles are not subject to title or registration provisions, and are specifically not subject to Chapter 390, other than Section 390.090 (DRIVER'S LICENSE REQUIRED) which shall remain applicable to golf carts, but only as to operation of same on public streets. (CHECK with LEGAL on this piece)

Section 386.040 Permits and Registration.

- A. No individual who owns a Neighborhood vehicle or UTV will be permitted to operate said vehicle within the City of Grain Valley unless it has been properly registered and permitted with the City of Grain Valley.
- B. The Chief of Police, or their authorized designee, shall hereby be designated as the City Official with the authority to issue permits for neighborhood vehicles and UTVs within the City and collect a fee per the comprehensive fee schedule upon issuance of the permit. No permit shall be issued until the fee is paid.
- C. To register for a Neighborhood Vehicle/UTV permit, an individual must present the Neighborhood Vehicle/UTV for visual inspection by the City Official (or designee) and provide the following:
 - 1. A completed Neighborhood Vehicle/UTV Vehicle Registration application supplied by the Grain Valley Police Department to include the following:
 - a. Owner's full name
 - b. Owner's Address & location of where vehicle is to be kept
 - c. Driver's license number, State of issuance and copy of driver's license
 - d. Insurance policy number, name of insurance company and contact information
 - e. Vehicle make, model, year and color
 - 2. Proof of ownership with the year, make and model listed.
 - 3. A paid property tax receipt listing the UTV. This requirement is waived if the UTV was purchased in the prior or current calendar year. This requirement does not apply to neighborhood vehicles.

4. Proof of liability insurance that specifically lists the vehicle as referenced by the serial number/VIN number, year of model and meets proper coverage limits required by State laws for licensed motor vehicles.

5. Proof of registration and proof of insurance shall be carried with the vehicle, and produced upon request of any Law Enforcement Officer. The registration sticker provided by the Grain Valley Police Department should be affixed to the vehicle on the left rear fender.

6. Registrations shall be renewed every two years on even numbered years.

a. If registering and licensing a Neighborhood Vehicle or UTV for the first time on an even year, the permit is valid for up to two years expiring on April 30th of the next even numbered year.

b. If the permit is issued on an odd year, it is valid until April 30th of the upcoming even numbered year.

7. The City will charge a registration and licensing fee as set forth in the Comprehensive Fee Schedule for all new and renewed Neighborhood Vehicles and UTVs. Fees are not prorated.

~~Section 386.030 Golf Cart Equipment and Registration.~~

~~{Ord. No. 2285 §1, 4-8-2013}~~

~~A. Golf carts operated on public streets shall be equipped in accordance with the requirements of Chapter 304, Section 304.034, RSMo., and in any case will minimally be equipped with the following:~~

~~1. Headlamps;~~

~~2. Front and rear turn signal lamps;~~

~~3. Taillamps;~~

~~4. Stop lamps;~~

~~5. Reflex reflectors: one (1) red on each side as far to the rear as practicable, and one (1) red on the rear; and~~

~~6. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.~~

~~B. Unless otherwise required by the laws of the State of Missouri, and except as expressly provided in this Chapter, golf carts are not subject to title or registration provisions, and are specifically not subject to Chapter 390, other than Section 390.090 (DRIVER'S LICENSE REQUIRED) which shall remain applicable to golf carts, but only as to operation of same on public streets.~~

~~Section 386.040 Operation of Neighborhood Vehicles on Public City Streets, Permitted When — Exemptions.~~

~~{Ord. No. 2285 §1, 4-8-2013}~~

~~A. A neighborhood vehicle may be operated upon the public City streets of Grain Valley but not State or~~

~~Federal highways, other than for purposes of crossing same pursuant to the provisions of Section 386.020, if it meets the requirements of this Chapter. Every person operating a neighborhood vehicle shall be granted all the rights and shall be subject to all the duties applicable to the driver of any other motor vehicle.~~

- ~~B. The operator of a neighborhood vehicle shall observe all traffic laws and local ordinances regarding the rules of the road. A neighborhood vehicle may be operated on all public City streets with posted speeds of thirty five (35) miles per hour or less. The provisions of this Subsection shall not prohibit a neighborhood vehicle from crossing a street or highway with a posted speed limit of up to forty five (45) miles per hour at an intersection or roundabout.~~
- ~~C. Neighborhood vehicles shall be exempt from the requirements of Sections 307.350 to 307.402, RSMo., for purposes of titling and registration. Low speed vehicles shall comply with the standards in 49 CFR 571.500, as amended.~~
- ~~D. Every operator of a neighborhood vehicle shall maintain financial responsibility as required by Chapter 303, RSMo.~~
- ~~E. Each person operating a neighborhood vehicle on public streets shall possess a valid driver's license issued pursuant to Chapter 302, RSMo.~~
- ~~F. All low speed vehicles shall be manufactured in compliance with the National Highway Traffic Safety Administration standards for low speed vehicles in 49 CFR 571.500, as amended.~~

~~Section 386.050 Registration.~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

- ~~A. Neighborhood vehicles operating on public streets under the jurisdiction of the City of Grain Valley shall be registered with the Police Department of the City of Grain Valley. Records of such will be kept by the City Clerk.~~
- ~~B. Each application for registration shall include the following:
 - ~~1. Basic identifying information for the neighborhood vehicle (make, model, color and such other identifying information as the Police Department deems advisable);~~
 - ~~2. The name and address of the owner of the neighborhood vehicle;~~
 - ~~3. A copy of proof of financial responsibility; and~~
 - ~~4. A certification by the owner that the neighborhood vehicle meets all requirements of this Chapter.~~~~
- ~~C. A proof of registration issued by the City of Grain Valley in the form of a receipt for registration and an identification sticker shall constitute all permits required from the City of Grain Valley.~~
- ~~D. The proof of registration shall be kept in the neighborhood vehicle at all times of operation on a public street, and the current registration sticker shall be conspicuously displayed on the exterior of the neighborhood vehicle.~~

~~E.—Registrations must be renewed annually, and will be deemed revoked and invalid if modifications have been made to such neighborhood vehicle which would make the owner's certification of the class of neighborhood vehicle untrue.—~~

~~F.—The City will charge a thirty dollar (\$30.00) registration and licensing fee for all new or renewed neighborhood vehicles.—~~

~~1.—Unless otherwise specifically provided, registration and license will be valid for two (2) years.—~~

~~2.—All registrations and licenses will be issued May first (1st) and will expire April thirtieth (30th) of the second (2nd) year.—~~

~~3.—The thirty dollar (\$30.00) registration and license fee is prorated as follows:~~

Month Issued	Fee Amount
May	\$30.00
June	\$28.75
July	\$27.50
August	\$26.25
September	\$25.00
October	\$23.75
November	\$22.50
December	\$21.25
January	\$20.00
February	\$18.75
March	\$17.50
April	\$16.25

~~G.—No individual who owns a golf cart or low-speed vehicle will be permitted to operate said vehicle unless it has been properly registered and licensed with the City of Grain Valley.—~~

~~Section 386.060 Additional Regulations and Exemptions.—~~

~~[Ord. No. 2285 §1, 4-8-2013]~~

~~A.—Any person operating a neighborhood vehicle on a public street shall be subject to the traffic regulations—~~

~~of Section 304.029, RSMo.~~

~~B. Neighborhood vehicles permitted by this Chapter are not considered a motor vehicle and are exempt from title requirements, State vehicle registration requirements, and emissions compliance certificates, all pursuant to Chapter 301, RSMo.~~

~~Section 386.070 Penalty.~~

~~{Ord. No. 2285 §1, 4-8-2013}~~

Section 386.070 Penalty.

The penalties set for in Section **100.110**, General Penalty — Continuing Violations, Grain Valley, Missouri Code of Ordinances, shall apply to any violation of this Chapter.

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

MEETING DATE	1/24/2022	
BILL NUMBER	B22-05	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 405, SUBDIVISION REGULATIONS, OF THE CODE OF ORDINANCES, IN SECTION 405.030 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS) AND SECTION 405.040 (REQUIRED MINIMUM IMPROVEMENTS GENERALLY)	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	<p>405.030: To clarify the duties and responsibilities of homeowners and property owners' associations, particularly as it concerns detention/retention facilities and ability of the City to abate a nuisance. Provide a procedure to collect the cost of abatement. Clarify Minor Platting requirements.</p> <p>405.040: Clarify the City of Grain Valley requirements for drainage systems.</p>	

BACKGROUND	<p>As part of the City's new NPDES Stormwater Permit, the Missouri Department of Natural Resources (MDNR) has requirements for design and maintenance of stormwater systems. Since the duties of homeowners/property owner's association were not spelled out, the additional language spells out those requirements as well as some design changes.</p> <p>Minor Plats are approved administratively and are not required to have planning and zoning approval, so the signature requirements were altered to reflect this procedure.</p>
SPECIAL NOTES	None
ANALYSIS	Refer to Staff Report
PUBLIC INFORMATION PROCESS	Proposed changes were brought before the Planning & Zoning Commission for discussion on January 12, 2022.
BOARD OR COMMISSION RECOMMENDATION	The Planning and Zoning Commission has reviewed the proposed changes and unanimously recommends approval to the BOA.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Planning and Zoning Commission Resolution 2022-01, Staff Report

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-05

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE AMENDING CHAPTER 405, SUBDIVISION REGULATIONS, OF THE CODE OF ORDINANCES, IN SECTION 405.030 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS) AND SECTION 405.040 (REQUIRED MINIMUM IMPROVEMENTS GENERALLY)

WHEREAS, the Planning and Zoning Commission proposed a text amendment to Chapter 405 to make changes to the Code of Ordinances of the City of Grain Valley to spell out duties and requirements of homeowner/property owners association, provide a procedure for the City to abate a nuisance and collect restitution; and

WHEREAS, Missouri Department of Natural Resources requires changes to the City's Code of Ordinances to comply with current requirements of the City's NPDES stormwater permit; and

WHEREAS, Minor Plats are approved administratively and do not require Planning and Zoning approval; and

WHEREAS, on January 12, 2022, the Planning and Zoning Commission considered the proposed changes to Chapter 405; and

WHEREAS, after consideration, the Planning and Zoning Commission, by a vote of 6 in favor and 0 against, recommended approval of the proposed changes to Chapter 405 of the City of Grain Valley's Code into compliance and make other technical amendments, and

WHEREAS, the exhibits, and all documents presented to the Planning and Zoning Commission were submitted to the Board of Aldermen as the Planning and Zoning Commission's final report on the proposed text amendments; and

WHEREAS, the Planning and Zoning Commission now desires to amend Chapter 405 of the Code of Ordinances of the City of Grain Valley to included amended text in Section 405.030 (Subdivision Application Procedure and Approval Process) and Section 405.040 (Required Minimum Improvements Generally).

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

SECTION 1: That Chapter 405, Subdivision Regulations, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

Section 405.030 Subdivision Application Procedure and Approval Process

A. *Applicability*

7 Homeowners/Property Owners Association. The owner/developer shall file a declaration of restrictions and a declaration of association with the preliminary and final plats when approval is sought, setting forth the conditions and other features of the association. The owner/developer shall supply to the Board of Alderman and Planning and Zoning Commission a copy of the articles of incorporation and a complete set of by-laws of the association. Said declaration of restrictions and declaration of association shall be recorded along with the final plat.

- a. Membership in the association shall be mandatory for each owner of real property within the Subdivision.
- b. The association corporation shall at all times be in good standing registered with the Office of the Missouri Secretary of State.
- c. Common open space, subdivision entrance structures, clubhouses, pools, recreational ground, and certain stormwater facilities must be owned and maintained by the association in perpetuity. The association shall be responsible for payment of property taxes on and maintenance of all common areas and facilities, maintenance of liability insurance and other related duties of ownership. Upon completion of relevant phase, designated stormwater conveyance, retention, detention, and BMP facilities located on common space shall be maintained by the association. In the event of failure to maintain such facilities to the standards required by the City and the approved development plans, abatement shall be authorized.

~~7-8.~~ Fees. Fees shall be based on a schedule of fees and charges established and approved by the Board of Aldermen and set out in Article III. Section **140.050** of the Code.

~~8-9.~~ Construction Permits shall be obtained prior to construction of any utilities, on a form provided by the City.

10. Abatement Process and Tax Bills. The Codes Enforcement Officer shall give such owner or Homeowners/Property Owners Association notice of violation via personal service to and Officer of the Association or by U.S. mail to owner or an officer or by posting such notice upon the subject property. Said notice of the Association to owner or officer of the Association that the nuisance shall be corrected not later than thirty (30) days from mailing or delivery (whichever occurs). Said notice shall also state also state the City will enter onto the property to correct said nuisance if not corrected within said thirty (30) day period. A two (2) day extension may be granted if requested by citizen before the thirty (30) day period has expired. Said notice shall also state that all charges for such abatement will be levied against such property owner and said charges will be a lien upon said property. In addition, said notice shall advise the property owner shall also be subject to prosecution in the municipal court of Grain Valley for such violation. In case the nuisance has not been abated within the thirty (30) days, the Codes Enforcement Officer shall have the

nuisance abated and shall certify the cost of same to the City Clerk. Notice required herein shall be made to all property owners to the extent practicable.

The City Clerk shall cause a special tax bill therefor against the property to be prepared and to be collected by the Collector with other taxes assessed against the property; and the tax bill from the date of issue shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity, and no mere clerical error or informality in the same, or in the proceedings leading up to issuance, shall be a defense thereto. Each special tax bill shall be issued by the City Clerk and delivered to the Collector on or before the first (1st) of June of each year. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

B. *Platting Procedures*

1. *Minor Subdivision*

c. *Information.*

(9) Signature blocks for the follow certifications:

(c) Certification of approval to be signed by Mayor, City Clerk, ~~Planning and Zoning Commission Chairman and Secretary~~ Community Development Director and County Assessor.

3. *Final plat.*

b. *Information*

(15) Information required to be recorded on the final plat or a reference to documents required to be recorded with the final plat. Such information shall include, but be limited to, declaration of restrictions and declaration of association covenants that run with the land and conditions of final plat approval imposed by the Board of Aldermen.

Section 405.040 **Required Minimum Improvements Generally**

E. ~~*Storm Sewers-Drainage Systems.*~~ All ~~storm sewers-drainage systems~~ constructed within the City of Grain Valley shall be in accordance with the APWA specifications, as adopted, ~~and~~ the Missouri Department of Natural Resources and the City of Grain Valley standard details ~~the following.~~

2. ~~*Open improved channels*~~

b. It is the policy of the City to locate and design streets, lots, and open space in such a manner as to reduce the velocity of overland flow, allow the maximum opportunity for infiltration of storm water into the ground, and to preserve existing streams, channels, detention basins and floodplain areas as open space.

c. Provisions shall be made to provide detention and/or retention facilities to control downstream runoff in accordance with APWA specifications and the City of Grain Valley's Standard Details.

~~b-d.~~ Lined channels. Concrete, grouted riprap and gabions may be used upon approval to convey storm water where it exceeds the requirements for piped storm sewers and grassed swales and natural channels and creeks are not located on the property. Channels shall be sized to carry flow from a 25-year storm entirely within the limits of the channel. All lined channels shall be constructed on dedicated easements. The easement width shall be a minimum of seven and one-half (7¹/₂) feet beyond the outside edge or wall of the actual lined section.

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

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

Read two times and PASSED by the Board of Aldermen this ___ day of _____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN STRATTON	_____

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

RESOLUTION NO: 2022-01

A RESOLUTION OF THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, RECOMMENDING TO THE BOARD OF ALDERMEN THAT CHAPTER 405, SUBDIVISION REGULATIONS, OF THE CODE OF ORDINANCES BE AMENDED IN SECTION 405.030 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS) AND SECTION 405.040 (REQUIRED MINIMUM IMPROVEMENTS GENERALLY).

WHEREAS, the Planning & Zoning Commission of the City of Grain Valley, Missouri now desires to recommend to the Board of Aldermen of the City that Chapter 405 of the Code of Ordinances of the City of Grain Valley be amended in Section 405.030 (Subdivision Application Procedure and Approval Process) pertaining to responsibilities of homeowners and property owners' associations and the ability of the City to abate a nuisance and clarify minor platting requirements; and

WHEREAS, the Planning and Zoning Commission of the City of Grain Valley, Missouri now desires to recommend to the Board of Aldermen of the City that Chapter 405 of the Code of Ordinances of the City of Grain Valley be amended in Section 405.040 (Required Minimum Improvements Generally) pertaining to requirements for drainage systems.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, AS FOLLOWS, TO WIT:

SECTION 1. That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Grain Valley, Missouri be amended to read as follows:

Section 405.030 Subdivision Application Procedure and Approval Process

A. Applicability

7 Homeowners/Property Owners Association. The owner/developer shall file a declaration of restrictions and a declaration of association with the preliminary and final plats when approval is sought, setting forth the conditions and other features of the association. The owner/developer shall supply to the Board of Alderman and Planning and Zoning Commission a copy of the articles of incorporation and a complete set of by-laws of the association. Said declaration of restrictions and declaration of association shall be recorded along with the final plat.

- a. Membership in the association shall be mandatory for each owner of real property within the Subdivision.
- b. The association corporation shall at all times be in good standing registered with the Office of the Missouri Secretary of State.

c. Common open space, subdivision entrance structures, clubhouses, pools, recreational ground, and certain stormwater facilities must be owned and maintained by the association in perpetuity. The association shall be responsible for payment of property taxes on and maintenance of all common areas and facilities, maintenance of liability insurance and other related duties of ownership. Upon completion of relevant phase, designated stormwater conveyance, retention, detention, and BMP facilities located on common space shall be maintained by the association. In the event of failure to maintain such facilities to the standards required by the City and the approved development plans, abatement shall be authorized.

7-8. Fees. Fees shall be based on a schedule of fees and charges established and approved by the Board of Aldermen and set out in Article III. Section **140.050** of the Code.

8-9. Construction Permits shall be obtained prior to construction of any utilities, on a form provided by the City.

10. Abatement Process and Tax Bills. The Codes Enforcement Officer shall give such owner or Homeowners/Property Owners Association notice of violation via personal service to and Officer of the Association or by U.S. mail to owner or an officer or by posting such notice upon the subject property. Said notice of the Association to owner or officer of the Association that the nuisance shall be corrected not later than ten (10) days from mailing or delivery (whichever occurs). Said notice shall also state also state the City will enter onto the property to correct said nuisance if not corrected within said thirty (30) day period. A two (2) day extension may be granted if requested by citizen before the thirty (30) day period has expired. Said notice shall also state that all charges for such abatement will be levied against such property owner and said charges will be a lien upon said property. In addition, said notice shall advise the property owner shall also be subject to prosecution in the municipal court of Grain Valley for such violation. In case the nuisance has not been abated within the thirty (30) days, the Codes Enforcement Officer shall have the nuisance abated and shall certify the cost of same to the City Clerk. Notice required herein shall be made to all property owners to the extent practicable.

The City Clerk shall cause a special tax bill therefor against the property to be prepared and to be collected by the Collector with other taxes assessed against the property; and the tax bill from the date of issue shall be a first lien on the property until paid and shall be prima facie evidence of the recitals therein and of its validity, and no mere clerical error or informality in the same, or in the proceedings leading up to issuance, shall be a defense thereto. Each special tax bill shall be issued by the City Clerk and delivered to the Collector on or before the first (1st) of

June of each year. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

B. *Platting Procedures*

1. *Minor Subdivision*

c. *Information.*

(9) Signature blocks for the follow certifications:

(c) Certification of approval to be signed by Mayor, City Clerk, ~~Planning and Zoning Commission Chairman~~ and ~~Secretary-Community Development Director~~ and County Assessor.

3. *Final plat.*

b. *Information*

(15) Information required to be recorded on the final plat or a reference to documents required to be recorded with the final plat. Such information shall include, but be limited to, declaration of restrictions and declaration of association covenants that run with the land and conditions of final plat approval imposed by the Board of Aldermen.

SECTION 2. That the Planning & Zoning Commission of the City of Grain Valley, Missouri, hereby recommends that Chapter 405, Zoning Regulations, of the Code of Ordinances of the City of Grain Valley, Missouri be amended to read as follows:

Section 405.040 **Required Minimum Improvements Generally**

E. ~~*Storm-Sewers-Drainage Systems.*~~ All storm-sewers-drainage systems constructed within the City of Grain Valley shall be in accordance with the APWA specifications, as adopted, and the Missouri Department of Natural Resources and the City of Grain Valley standard details the following:

1. ~~*Open improved-channels*~~

b. It is the policy of the City to locate and design streets, lots, and open space in such a manner as to reduce the velocity of overland flow, allow the maximum opportunity for infiltration of storm water into the ground, and to preserve existing streams, channels, detention basins and floodplain areas as open space.

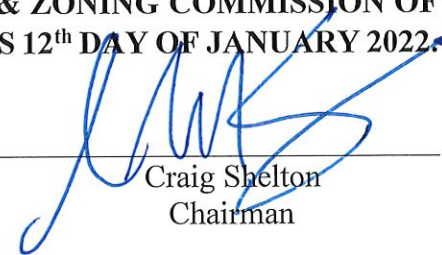
c. Provisions shall be made to provide detention and/or retention facilities to control downstream runoff in accordance with APWA specifications and the City of Grain Valley's Standard Details.

~~b-d.~~ Lined channels. Concrete, grouted riprap and gabions may be used upon approval to convey storm water where it exceeds the requirements for piped storm sewers and grassed swales and

natural channels and creeks are not located on the property. Channels shall be sized to carry flow from a 25-year storm entirely within the limits of the channel. All lined channels shall be constructed on dedicated easements. The easement width shall be a minimum of seven and one-half (7¹/₂) feet beyond the outside edge or wall of the actual lined section.

SECTION 3. That this Resolution shall be in full force and effect immediately upon its execution by the Planning & Zoning Commission of the City of Grain Valley, Missouri.

PASSED AND APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF GRAIN VALLEY, MISSOURI, THIS 12th DAY OF JANUARY 2022.



Craig Shelton
Chairman

ATTEST:



Jamie Logan, City Clerk



STAFF REPORT

Chapter 405 Amendment – Subdivision Regulations

January 24, 2022

PURPOSE:

Staff is requesting the Board of Aldermen approve amendments to Section 405.030 and Section 405.040 to clarify requirements of homeowners and property owners' associations as it applies to property owned and maintained by the association and to amend the minor platting procedure.

The amendments to Section 405.030 also provide a procedure for the City to abate a nuisance due to lack of maintenance by the association.

BACKGROUND:

The City of Grain Valley renewed its Stormwater NPDES permit (MS4 Permit) in 2021. The new permit issued by the Missouri Department of Natural Resources (MDNR) has significantly stricter requirements for maintenance of association owned and maintained drainage detention basins and structures.

Section 405.030 currently provides a requirement for the Planning and Zoning Chairman and Secretary sign minor plats. However, minor plats are approved administratively, and the Planning and Zoning Commission does not review and approve minor plats. Therefore, this requirement is being revised for the Community Development Director to approve and sign the minor plat.

MDNR also required a procedure for the City to abate problems with the drainage facilities should the association fail to do so. Therefore, Section 405.040 is proposed to be amended to provide for the responsibilities of the associations and a procedure for abatement should the association fail to maintain their facilities.

ANALYSIS:

The proposed amendments to Section 405.030 would provide for the following:

- 1) Requirements of a Homeowners/Property Owners Association, including required membership, good standing with the Office of the Missouri Secretary of State and ownership and maintenance responsibilities.
 - 2) A procedure for the City of Grain Valley to abate a nuisance should the association fail to maintain their facilities.
 - 3) Revise the signature approval for minor plats from the Planning and Zoning Commission Chairman and Secretary to the Community Development Director.
-



*Community Development
Dick Tuttle, City Engineer*

PAGE 2 – STAFF REPORT

The proposed amendments to Section 405.040 would provide for the following:

- 1) Changes to the design of drainage systems to clarify open channel requirements and require detention/retention facilities in accordance with APWA specifications and the City of Grain Valley's Standard Details.

During 2021, Community Development Staff had several meetings with MDNR staff to discuss the requested changes to the City's Code of Ordinances requirements for detention/retention and other drainage facilities owned and maintained by associations. These changes are a requirement of the City's new permit.

STAFF RECOMMENDATION:

Staff recommends approval.

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

MEETING DATE	1/24/2022	
BILL NUMBER	B22-06	
AGENDA TITLE	AN ORDINANCE AMENDING CHAPTER 501, LAND DISTURBANCE PERMIT, OF THE CODE OF ORDINANCES, IN SECTION 501.020 (DEFINITIONS), SECTION 501.060 (RESPONSIBILITY OF PERMIT HOLDER), SECTION 501.090 (PENALTIES) AND A NEW SECTION 501.200 (POST CONSTRUCTION STORMWATER CONTROL)	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	<p>501.020: Add definitions for detention/retention, modify definition of drainage way, add a definition for Grain Valley Standard Details and modify the definition for Land Disturbance Permit.</p> <p>501.060: Add Section D requiring permit holders to provide inspections on larger developments.</p> <p>501.090: Replace Director of Public Works with Community Development Director.</p> <p>501.200: Provide standards for maintenance of stormwater management facilities after completion of construction.</p>	

BACKGROUND	<p>As part of the City's new NPDES Stormwater Permit, the Missouri Department of Natural Resources (MDNR) has requirements for design and maintenance of stormwater systems. Since the standard of maintenance wasn't spelled out in the City's Code, MDNR is requiring that it be added. The additional language spells out those requirements as well as providing definitions needed for the new section.</p> <p>Public Works Director was changed to Community Development Director since Public Works Director position no longer exists.</p>
SPECIAL NOTES	None
ANALYSIS	Refer to Staff Report
PUBLIC INFORMATION PROCESS	None
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.
REFERENCE DOCUMENTS ATTACHED	Ordinance and Staff Report

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B22-06

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

AN ORDINANCE AMENDING CHAPTER 501, LAND DISTURBANCE PERMIT, OF THE CODE OF ORDINANCES, IN SECTION 501.020 (DEFINITIONS), SECTION 501.060 (RESPONSIBILITY OF PERMIT HOLDER), SECTION 501.090 (PENALTIES) AND A NEW SECTION 501.200 (POST CONSTRUCTION STORMWATER CONTROL)

WHEREAS, Missouri Department of Natural Resources (MDNR) requires changes to the City's Code of Ordinances to comply with current requirements of the City's newly issued NPDES stormwater permit; and

WHEREAS, MDNR requires that the City provide for requirements, penalties and ability to abate problems with privately owned and maintained stormwater facilities.

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

SECTION 1: That Chapter 501, Land Disturbance Permit, of the Code of Ordinances of the City of Grain Valley Missouri be amended to include text to read as follows (Double underline is addition; Strike through is a deletion):

Section 501.020 Definitions

DETENTION/RETENTION

A basin or structure to temporarily store stormwater runoff with the goal of controlling peak discharge and pollutants.

DRAINAGE WAY

Any natural or artificial channel with a definite bed and banks that conveys surface runoff throughout the site continuously or periodically.

GRAIN VALLEY STANDARD DETAILS

A manual published by the City of Grain Valley that provides minimum standards for design of public infrastructure facilities as updated from time to time.

LAND DISTURBANCE PERMIT

Any permit issued by the municipality for sites under one (1) acre or the Missouri Department of Natural Resources for sites exceeding one (1) for

which the construction or alteration of ground improvements and structures for the control of erosion, runoff, and grading.

Section 501.060 **Responsibility of Permit Holder**

D. For large development sites as required by the City, it shall be the responsibility of the permit holder to provide inspections at least once per week and within twenty-four (24) hours of rain events exceeding one (1) inch of rainfall. Copies of inspection reports shall be provided to the City

Section 501.090 **Penalties**

A. *First Violation.*

1. The ~~Director of Public Works~~ City Engineer, Community Development or their designee may take any or all the following actions: issue a stop work order; discontinue all inspections for any site contributing to the violation; withhold certificate(s) of occupancy, including temporary certificates of occupancy(s) or issue a citation for any site contributing to the violation. City staff may order City erosion control contractor to install any and all measures to bring erosion control into compliance with this Chapter. Permit holder will be required to pay City's actual and administrative costs incurred while correcting erosion control deficiencies.

Section 501.200 **Post Construction Stormwater Control**

- A. Except as expressly provided herein for the public portion of the stormwater system, the developer and its successors and assigns, including the homeowners/property owners association, shall at all times adequately maintain the stormwater management system and BMP facilities as approved for the development in the approved plans. The facilities shall include all pipes and channels built to convey stormwater to the BMP facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of stormwater runoff. "Adequate maintenance" is herein defined as maintained in good working condition so that the stormwater management system and the BMP facilities fully and completely perform and function as designed and do not adversely affect other elements of the overall stormwater system.
- B. In the event that the developer, homeowners/property owners association or successor owner or association fail to maintain the stormwater facilities adequately, the Community Development Director, City Engineer or their designee shall provide written notice of required maintenance and provide thirty (30) days in which to complete said maintenance. Notice required herein shall be made to all property owners to the extent practicable.

- C. In the event of failure of the owner, developer, or association to comply and complete the required maintenance, abatement by the City shall be authorized. Upon completion of the abatement, the Community Development Director or City Engineer shall certify all costs of such abatement, including enforcement and expenses of staff time incurred in the remediation of the deficiency, to the City Clerk. The City Clerk shall cause a special tax bill to be collected by the Collector, therefor or add the cost thereof to the annual real estate tax bill to be assessed proportionally against all lots and lot owners within the development in equal amount per individual lot owner. The amount caused by the City Clerk to be assessed shall be a lien against all lots in the development. Each special tax bill shall be issued by the City Clerk and delivered to the Collector on or before the first (1st) day of June of each year. Such tax bills if not paid when due shall bear interest at the rate of eight percent (8%) per annum.

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

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

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

Read two times and PASSED by the Board of Aldermen this ___ day of _____, 2022, the aye and nay votes being recorded as follows:

ALDERMAN BASS	_____	ALDERMAN CLEAVER	_____
ALDERMAN HEADLEY	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN STRATTON	_____

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

STAFF REPORT

Chapter 501 Amendment – Land Disturbance Permit

January 24, 2022

PURPOSE:

Staff is requesting the Board of Aldermen approve amendments to Section 501.020, Section 501.060, Section 501.090 and add a new Section 501.200 to add and modify definitions and clarify and add responsibilities of homeowners and property owners' associations as it applies to construction and maintenance of drainage facilities and detention/retention facilities.

BACKGROUND:

The City of Grain Valley renewed its Stormwater NPDES permit (MS4 Permit) in 2021. The new permit issued by the Missouri Department of Natural Resources (MDNR) has significantly stricter requirements for maintenance of association owned and maintained drainage detention basins and structures.

Section 501.020 adds and modifies definitions to help clarify requirements proposed in Section 501.060 and Section 501.200. Section 501.090 changes Director of Public Works to Community Development Director, since the position of Director of Public Works no longer exists.

MDNR required a procedure for the City to spell out by Ordinance maintenance requirements of stormwater facilities after they are constructed and provide a method for the City to abate problems with the drainage facilities should the association fail to do so. Therefore, Section 501.200 is proposed to be added to provide for the responsibilities of the owners of stormwater facilities and a procedure for abatement should the owner or association fail to maintain these facilities.

ANALYSIS:

The proposed amendments to Section 501.02 would provide for the following:

- 1) Add the definition of Detention/Retention facilities.
- 2) Amend the definition of Drainage Way for additional clarification.
- 3) Add a definition of Grain Valley Standard Details.
- 4) Modify the definition of Land Disturbance Permit to the requirement for a permit from MDNR for sites exceeding 1 acre.

The proposed amendments to Section 501.060 would provide for the following:

- 1) Add the responsibility that developers of large sites provide inspection of erosion control methods and provide inspection reports to the City.
-



*Community Development
Dick Tuttle, City Engineer*

Change section 501.090 to remove the Director of Public Works and add Community Development Director since the position of Director of Public Works no longer exists and the Community Development Director now has those responsibilities.

The proposed Section 501.200 is added as required by MDNR to provide Post Construction Stormwater Control responsibilities for facilities owned by the developer and/or a homeowners/property owners association. This section also provides a method for the City to abate issues with these facilities if they are not properly maintained.

During 2021, Community Development Staff had several meetings with MDNR staff to discuss the requested changes to the City's Code of Ordinances requirements for detention/retention and other drainage facilities owned and maintained by developers and associations. These changes are a requirement of the City's new permit.

STAFF RECOMMENDATION:
Staff recommends approval.

*Staff/
Committee
Reports*

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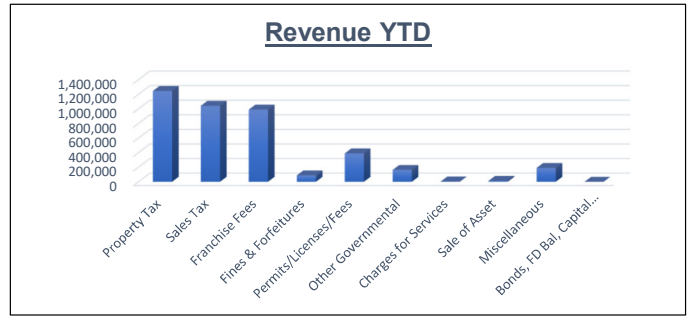
FINANCIAL REPORT
For the Month Ended December 31, 2021

*Not the final yearend figures. Accrued revenues and expenses are not included in the report.

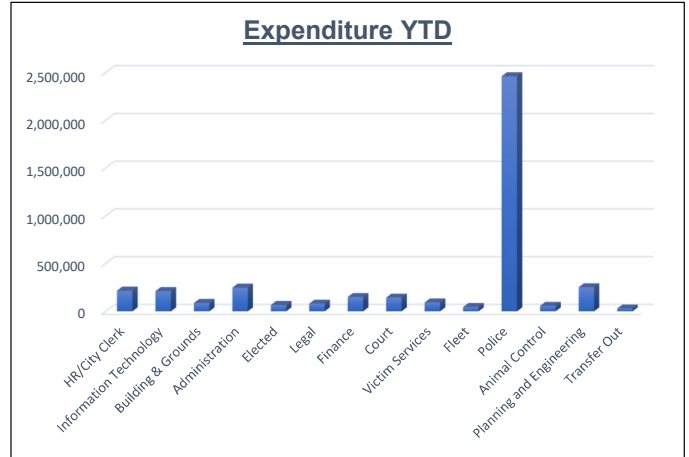
Unaudited Financial Reports for
Budgetary Management Purposes

City of Grain Valley, MO
Unaudited Statement of Revenue, Expenditures, and Fund Balance

General Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	1,206,800	5,223	1,245,887	39,087	103.24%
Sales Tax	1,200,000	121,087	1,041,880	(158,120)	86.82%
Franchise Fees	1,070,000	57,833	990,073	(79,927)	92.53%
Fines & Forfeitures	163,700	6,217	87,383	(76,317)	53.38%
Permits/Licenses/Fees	376,640	13,506	389,303	12,663	103.36%
Other Governmental	81,624	12,905	162,789	81,165	199.44%
Charges for Services	1,000	175	3,280	2,280	328.00%
Sale of Asset	5,000	0	13,450	8,450	269.00%
Miscellaneous	229,260	2,262	190,179	(39,081)	82.95%
Bonds, FD Bal, Capital Lease	104,334	0	0	(104,334)	0.00%
Total	\$4,438,358	\$219,208	\$4,124,224	(314,134)	92.92%

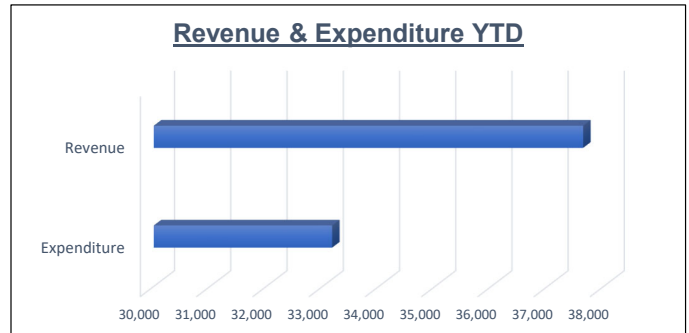


Expenditures	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
HR/City Clerk	236,101	10,261	216,984	19,117	91.90%
Information Technology	267,694	26,177	211,904	55,790	79.16%
Building & Grounds	105,020	8,561	87,931	17,089	83.73%
Administration	268,676	27,334	248,143	20,533	92.36%
Elected	105,439	9,429	66,677	38,762	63.24%
Legal	100,000	9,703	81,210	18,790	81.21%
Finance	152,610	13,118	149,966	2,644	98.27%
Court	177,200	16,495	143,858	33,342	81.18%
Victim Services	97,083	10,993	93,198	3,885	96.00%
Fleet	48,848	4,445	45,589	3,259	93.33%
Police	2,505,870	285,209	2,462,859	43,011	98.28%
Animal Control	68,309	5,983	57,849	10,460	84.69%
Planning and Engineering	275,813	29,436	252,176	23,637	91.43%
Transfer Out	29,250	-	29,250	0	
Total	\$4,437,913	\$457,144	\$4,147,593	\$290,319	93.46%



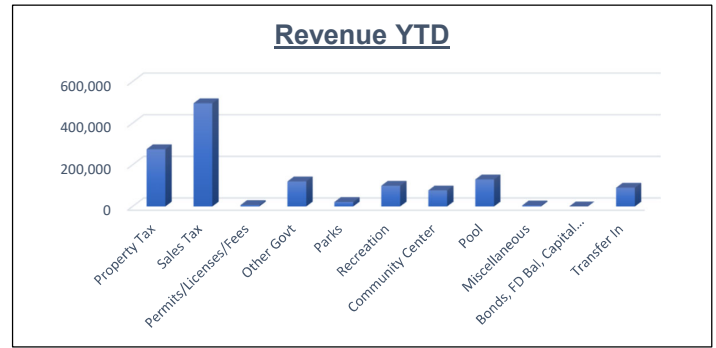
Revenue Over Expenditure	\$445	(\$237,936)	(\$23,370)	(\$23,815)	
Beginning Fund Balance	\$4,295,838		\$4,295,838		
Ending Fund Balance	\$4,296,283		\$4,272,468		

Tourism Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	35,000	3,759	33,386	(1,614)	95.39%
Transfer In	4,250	0	4,250	0	100.00%
Total	\$39,250	\$3,759	\$37,636	(1,614)	95.89%
Expenditures					
Total	\$39,250	\$670	\$33,170	\$6,080	84.51%
Revenue Over Expenditure	\$0	\$3,089	\$4,466	\$4,466	
Beginning Fund Balance	\$24,005		\$24,005		
Ending Fund Balance	\$24,005		\$28,471		

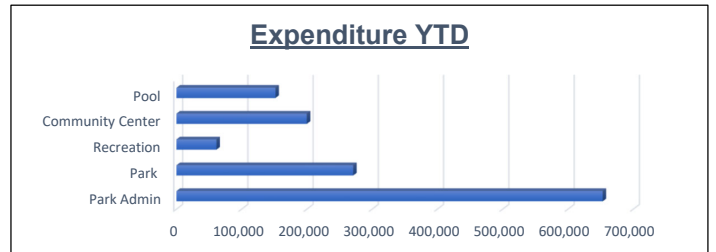


City of Grain Valley, MO
Unaudited Statement of Revenue, Expenditures, and Fund Balance

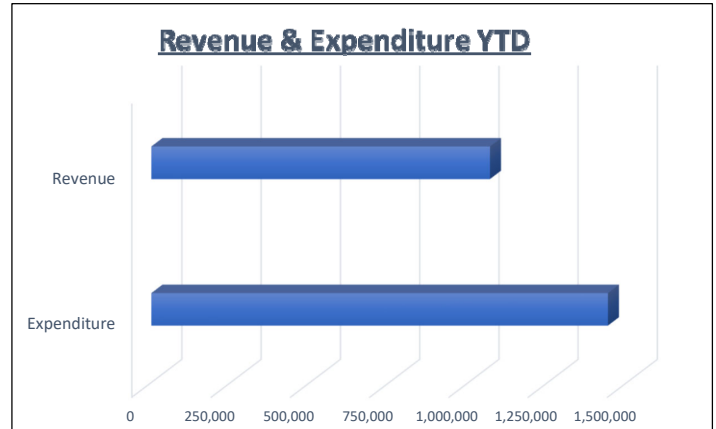
Parks Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	266,500	1,154	275,173	8,673	103.25%
Sales Tax	537,000	54,024	495,877	(41,123)	92.34%
Permits/Licenses/Fees	6,000	0	6,757	757	112.62%
Other Governmental	0	0	120,410	120,410	0.00%
Parks	16,610	1,865	21,470	4,860	129.26%
Recreation	96,344	155	99,861	3,517	103.65%
Community Center	92,766	4,196	77,070	(15,696)	83.08%
Pool	104,650	0	129,784	25,134	124.02%
Miscellaneous	10,225	142	4,853	(5,372)	47.47%
Bonds, FD Bal, Capital Lease	272,000	0	0	(272,000)	0.00%
Transfer In	90,000	0	90,000	0	100.00%
Total	\$1,492,095	\$61,536	\$1,321,255	(170,840)	88.55%



Expenditures					
Park Admin	664,910	38,018	653,046	11,864	98.22%
Park	302,560	28,599	270,948	31,612	89.55%
Recreation	89,934	592	61,255	28,679	68.11%
Community Center	228,770	26,722	199,858	28,912	87.36%
Pool	160,872	(5,027)	151,656	9,216	94.27%
Total	\$1,447,046	\$88,904	\$1,336,764	\$110,282	92.38%
Revenue Over Expenditure	\$45,049	(\$27,369)	(\$15,508)	(\$60,558)	
Beginning Fund Balance	\$767,595		\$767,595		
Ending Fund Balance	\$812,644		\$752,087		

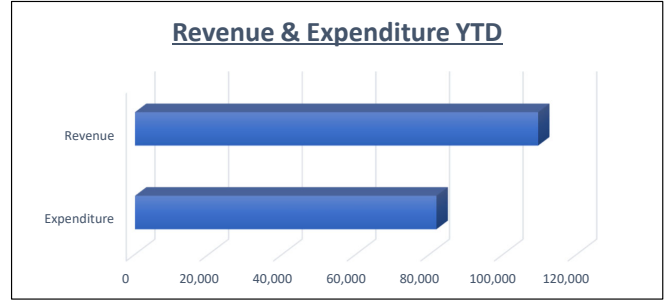


Transportation Fund	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	1,040,000	99,884	936,948	(1,976,948)	90.09%
Permits/Licenses/Fees	22,692	58,799	127,502	(150,194)	561.88%
Sales of Asset	0	0	1,410	(21,410)	7.05%
Misc	20,000	158	2,031	1,410	0.00%
Bonds, FD Bal, Capital Lease	579,760	0	0	(579,760)	0.00%
Total	\$1,662,452	\$158,841	\$1,067,891	(594,561)	64.24%
Expenditures					
Total	1,651,126	\$79,588	\$1,440,199	\$210,927	87.23%
Revenue Over Expenditure	\$11,326	\$79,253	(\$372,309)	(\$383,635)	-3287.20%
Beginning Fund Balance	\$1,481,643		\$1,481,643		
Ending Fund Balance	\$1,492,969		\$1,109,335		

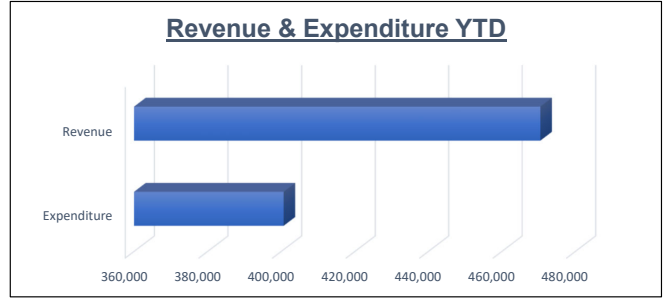


City of Grain Valley, MO
Unaudited Statement of Revenue, Expenditures, and Fund Balance

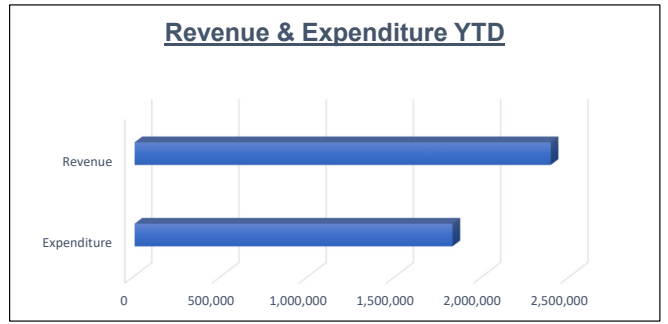
Public Health	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	106,200	459	109,498	3,298	103.11%
Total	\$106,200	\$459	\$109,498	3,298	103.11%
Expenditures					
Total	102,425	\$7,350	\$81,896	\$20,529	79.96%
Revenue Over Expenditure	\$3,775	(\$6,891)	\$27,602	\$23,827	731.18%
Beginning Fund Balance	\$75,517		\$75,517		
Ending Fund Balance	\$79,292		\$103,119		



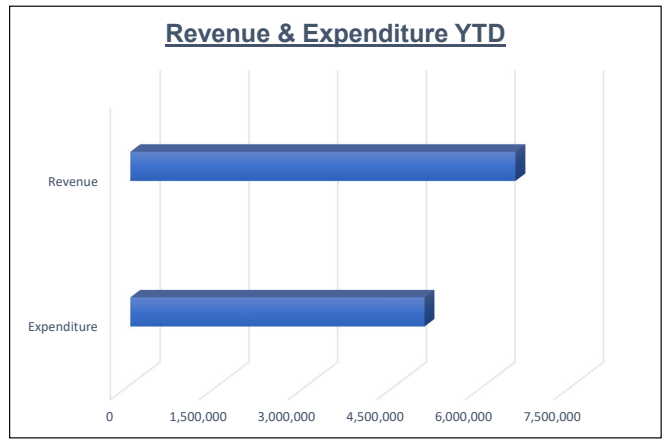
Capital Improvement	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	512,000	51,819	470,444	(41,556)	91.88%
Total	\$512,000	\$51,819	\$470,444	(41,556)	91.88%
Expenditures					
Total	494,800	\$94,883	\$400,619	\$94,181	80.97%
Revenue Over Expenditure	\$17,200	(\$43,064)	\$69,826	\$52,626	405.96%
Beginning Fund Balance	\$579,145		\$579,145		
Ending Fund Balance	\$596,345		\$648,970		



Debt Service	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Property Tax	2,291,000	9,987	2,382,098	91,098	103.98%
Misc	10,000	469	4,102	(5,898)	41.02%
Total	\$2,301,000	\$10,456	\$2,386,200	\$85,200	103.70%
Expenditures					
Total	1,784,714	\$3,333	\$1,823,242	\$38,528	102.16%
Revenue Over Expenditure	\$516,286	\$7,122	\$562,958	\$46,672	109.04%
Beginning Fund Balance	\$1,601,800		\$1,601,800		
Ending Fund Balance	\$2,118,086		\$2,164,758		



Water & Sewer	Budget 2021	Current Period 2021	YTD Actual	Budget to Actual Variance	Percentage of Budget
Revenues					
Sales Tax	600	150	957	357	159.43%
Permits/Licenses/Fees	10,000	40,919	67,428	57,428	674.28%
Charges for Services	6,098,340	464,735	6,375,341	277,001	104.54%
Sale of Asset	0	0	44,630	44,630	7950.00%
Misc.	54,800	1,173	23,332	(31,468)	42.58%
Bonds, FD Bal, Capital Lease	119,036	0	0	(119,036)	0.00%
Total	\$6,282,776	\$506,978	\$6,511,688	228,912	103.64%
Expenditures					
Water	3,261,662	384,728	2,847,225	(414,437)	87.29%
Sewer	2,615,244	249,185	2,125,462	(489,782)	81.27%
Total	5,876,906	633,913	4,972,687	\$904,219	84.61%
Revenue Over Expenditure	\$405,870	(\$126,936)	\$1,539,000	\$1,133,130	379.19%
Beginning Fund Balance	\$6,706,280		\$6,706,280		
Ending Fund Balance	\$7,112,150		\$8,245,280		



CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

100-GENERAL FUND
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	1,206,800.00	5,223.17	1,245,887.30	103.24	39,087.30
SALES TAX	1,200,000.00	121,087.47	1,041,879.68	86.82 (	158,120.32)
FRANCHISE FEES	1,070,000.00	57,833.17	990,073.01	92.53 (	79,926.99)
FINES & FORFEITURES	163,700.00	6,217.10	87,382.52	53.38 (	76,317.48)
PERMITS/LICENSES/FEES	376,640.00	13,505.79	389,303.15	103.36	12,663.15
OTHER GOVERNMENTAL	81,624.00	12,904.72	162,789.45	199.44	81,165.45
CHARGES FOR SERVICES	1,000.00	175.00	3,280.00	328.00	2,280.00
SALE OF ASSET/MERCHAND	5,000.00	0.00	13,450.00	269.00	8,450.00
MISCELLANEOUS	229,260.00	2,261.62	190,178.80	82.95 (	39,081.20)
BONDS, FD BAL, CAPT LEAS	<u>104,334.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u> (	<u>104,334.00)</u>
TOTAL REVENUES	4,438,358.00	219,208.04	4,124,223.91	92.92 (	314,134.09)

EXPENDITURE SUMMARY

HR/CITY CLERK	236,101.44	10,261.12	216,984.02	91.90	19,117.42
INFORMATION TECH	267,694.00	26,176.92	211,904.17	79.16	55,789.83
BLDG & GRDS	105,020.00	8,560.89	87,930.63	83.73	17,089.37
ADMINISTRATION	262,675.74	27,333.68	248,142.76	94.47	14,532.98
ELECTED	105,439.35	9,429.27	66,677.11	63.24	38,762.24
LEGAL	100,000.00	9,702.50	81,210.00	81.21	18,790.00
FINANCE	158,609.45	13,118.23	149,965.62	94.55	8,643.83
COURT	177,200.06	16,495.19	143,857.66	81.18	33,342.40
VICTIM SERVICES	97,082.69	10,993.07	93,198.23	96.00	3,884.46
FLEET	48,848.46	4,445.43	45,589.23	93.33	3,259.23
POLICE	2,505,869.90	285,209.07	2,462,858.84	98.28	43,011.06
ANIMAL CONTROL	68,309.42	5,982.71	57,849.15	84.69	10,460.27
PLANNING & ENGINEERING	<u>275,812.75</u>	<u>29,435.67</u>	<u>252,176.01</u>	<u>91.43</u>	<u>23,636.74</u>
TOTAL EXPENDITURES	4,408,663.26	457,143.75	4,118,343.43	93.41	290,319.83

REVENUES OVER/ (UNDER) EXPENDITURES 29,694.74 (237,935.71) 5,880.48 19.80 (23,814.26)

OTHER USES 29,250.00 0.00 29,250.00 100.00 0.00
 TOTAL OTHER FINANCING SOURCES & USES (29,250.00) 0.00 (29,250.00) 100.00 0.00

REVENUES & OTHER SOURCES OVER
 (UNDER) EXPENDITURES & OTHER USES 444.74 (237,935.71) (23,369.52) 5,254.65- (23,814.26)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

170-TOURISM TAX FUND
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
SALES TAX	<u>35,000.00</u>	<u>3,759.02</u>	<u>33,385.93</u>	<u>95.39</u>	(<u>1,614.07</u>)
TOTAL REVENUES	35,000.00	3,759.02	33,385.93	95.39	(1,614.07)
<u>EXPENDITURE SUMMARY</u>					
ECONOMIC DEVELOPMENT	<u>39,250.00</u>	<u>670.05</u>	<u>33,170.05</u>	<u>84.51</u>	<u>6,079.95</u>
TOTAL EXPENDITURES	39,250.00	670.05	33,170.05	84.51	6,079.95
REVENUES OVER/(UNDER) EXPENDITURES	(4,250.00)	3,088.97	215.88	5.08-	4,465.88
OTHER SOURCES	<u>4,250.00</u>	<u>0.00</u>	<u>4,250.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES & USES	4,250.00	0.00	4,250.00	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	3,088.97	4,465.88	0.00	4,465.88

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

200-PARK FUND

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	266,500.00	1,153.63	275,173.15	103.25	8,673.15
SALES TAX	537,000.00	54,024.40	495,876.73	92.34 (	41,123.27)
PERMITS/LICENSES/FEES	6,000.00	0.00	6,756.95	112.62	756.95
OTHER GOVERNMENTAL	0.00	0.00	120,410.00	0.00	120,410.00
PARKS	16,610.00	1,865.00	21,470.00	129.26	4,860.00
RECREATION	96,344.00	154.50	99,861.42	103.65	3,517.42
COMMUNITY CENTER	92,766.00	4,196.20	77,069.59	83.08 (	15,696.41)
POOL	104,650.00	0.00	129,783.76	124.02	25,133.76
MISCELLANEOUS	10,225.00	142.11	4,853.49	47.47 (	5,371.51)
BONDS, FD BAL, CAPT LEAS	<u>272,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(272,000.00)</u>
TOTAL REVENUES	1,402,095.00	61,535.84	1,231,255.09	87.82 (	170,839.91)
<u>EXPENDITURE SUMMARY</u>					
PARK ADMIN	669,130.22	38,017.76	653,046.40	97.60	16,083.82
PARK	298,839.82	28,599.22	270,948.01	90.67	27,891.81
RECREATION	89,933.82	592.24	61,255.12	68.11	28,678.70
COMMUNITY CENTER	228,770.44	26,722.17	199,857.53	87.36	28,912.91
POOL	<u>160,372.18</u>	<u>(5,026.99)</u>	<u>151,656.45</u>	<u>94.57</u>	<u>8,715.73</u>
TOTAL EXPENDITURES	1,447,046.48	88,904.40	1,336,763.51	92.38	110,282.97
REVENUES OVER/(UNDER) EXPENDITURES	(44,951.48)	(27,368.56)	(105,508.42)	234.72 (	60,556.94)
OTHER SOURCES	<u>90,000.00</u>	<u>0.00</u>	<u>90,000.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES & USES	90,000.00	0.00	90,000.00	100.00	0.00

REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	45,048.52 (27,368.56)	(15,508.42)	34.43-	(60,556.94)
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CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

210-TRANSPORTATION

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
SALES TAX	1,040,000.00	99,883.85	936,948.01	90.09 (	103,051.99)
PERMITS/LICENSES/FEES	22,692.00	58,799.04	127,501.84	561.88	104,809.84
SALE OF ASSET/MERCHAND	0.00	0.00	1,410.00	0.00	1,410.00
MISCELLANEOUS	20,000.00	157.68	2,031.11	10.16 (	17,968.89)
BONDS, FD BAL, CAPT LEAS	<u>579,760.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u> (	<u>579,760.00</u>)
TOTAL REVENUES	1,662,452.00	158,840.57	1,067,890.96	64.24 (	594,561.04)
<u>EXPENDITURE SUMMARY</u>					
TRANSPORTATION	<u>1,626,125.99</u>	<u>49,523.83</u>	<u>1,415,199.46</u>	<u>87.03</u>	<u>210,926.53</u>
TOTAL EXPENDITURES	1,626,125.99	49,523.83	1,415,199.46	87.03	210,926.53
REVENUES OVER/(UNDER) EXPENDITURES	36,326.01	109,316.74 (	347,308.50)	956.09-	(383,634.51)
OTHER USES	<u>25,000.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES & USES	(25,000.00)	0.00 (	25,000.00)	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	11,326.01	109,316.74 (	372,308.50)	3,287.20-	(383,634.51)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

230-PUBLIC HEALTH
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	<u>106,200.00</u>	<u>459.07</u>	<u>109,498.02</u>	<u>103.11</u>	<u>3,298.02</u>
TOTAL REVENUES	106,200.00	459.07	109,498.02	103.11	3,298.02
<u>EXPENDITURE SUMMARY</u>					
PUBLIC HEALTH	<u>62,425.00</u>	<u>7,350.44</u>	<u>41,895.88</u>	<u>67.11</u>	<u>20,529.12</u>
TOTAL EXPENDITURES	62,425.00	7,350.44	41,895.88	67.11	20,529.12
REVENUES OVER/(UNDER) EXPENDITURES	43,775.00	(6,891.37)	67,602.14	154.43	23,827.14
OTHER USES	<u>40,000.00</u>	<u>0.00</u>	<u>40,000.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL OTHER FINANCING SOURCES & USES	(40,000.00)	0.00	(40,000.00)	100.00	0.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	3,775.00	(6,891.37)	27,602.14	731.18	23,827.14

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

250-OLD TOWNE TIF
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	275,000.00	74,861.05	89,609.40	32.59 (	185,390.60)
SALES TAX	60,000.00	12,892.21	104,436.39	174.06	44,436.39
TIF, NID, CID	<u>30,000.00</u>	<u>7,992.15</u>	<u>55,159.80</u>	<u>183.87</u>	<u>25,159.80</u>
TOTAL REVENUES	365,000.00	95,745.41	249,205.59	68.28 (	115,794.41)
<u>EXPENDITURE SUMMARY</u>					
TIF-OLD TOWN MKT PLACE	<u>365,000.00</u>	<u>56,924.94</u>	<u>145,792.51</u>	<u>39.94</u>	<u>219,207.49</u>
TOTAL EXPENDITURES	365,000.00	56,924.94	145,792.51	39.94	219,207.49
REVENUES OVER/(UNDER) EXPENDITURES	<u>0.00</u>	<u>38,820.47</u>	<u>103,413.08</u>	<u>0.00</u>	<u>103,413.08</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	38,820.47	103,413.08	0.00	103,413.08

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

280-CAPITAL PROJECTS FUND
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
SALES TAX	<u>512,000.00</u>	<u>51,819.18</u>	<u>470,444.22</u>	<u>91.88</u>	(<u>41,555.78</u>)
TOTAL REVENUES	512,000.00	51,819.18	470,444.22	91.88	(41,555.78)
<u>EXPENDITURE SUMMARY</u>					
CAPITAL IMPROVEMENTS	<u>494,800.00</u>	<u>94,883.34</u>	<u>400,618.59</u>	<u>80.97</u>	<u>94,181.41</u>
TOTAL EXPENDITURES	494,800.00	94,883.34	400,618.59	80.97	94,181.41
REVENUES OVER/(UNDER) EXPENDITURES	<u>17,200.00</u>	(<u>43,064.16</u>)	<u>69,825.63</u>	<u>405.96</u>	<u>52,625.63</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	17,200.00	(43,064.16)	69,825.63	405.96	52,625.63

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

285-ARPA FUND
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
OTHER GOVERNMENTAL	<u>1,465,569.00</u>	<u>0.00</u>	<u>1,465,568.61</u>	<u>100.00</u>	(<u>0.39</u>)
TOTAL REVENUES	1,465,569.00	0.00	1,465,568.61	100.00	(0.39)
<u>EXPENDITURE SUMMARY</u>					
REVENUES OVER/ (UNDER) EXPENDITURES	<u>1,465,569.00</u>	<u>0.00</u>	<u>1,465,568.61</u>	<u>100.00</u>	(<u>0.39</u>)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	1,465,569.00	0.00	1,465,568.61	100.00	(0.39)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

300-MKT PLACE TIF-PR#2

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
BONDS, FD BAL, CAPT LEAS	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	(<u>5,000.00</u>)
TOTAL REVENUES	5,000.00	0.00	0.00	0.00	(5,000.00)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>5,000.00</u>	<u>0.00</u>	<u>137.50</u>	<u>2.75</u>	<u>4,862.50</u>
TOTAL EXPENDITURES	5,000.00	0.00	137.50	2.75	4,862.50
REVENUES OVER/(UNDER) EXPENDITURES	<u>0.00</u>	<u>0.00</u>	(<u>137.50</u>)	<u>0.00</u>	(<u>137.50</u>)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	0.00	(137.50)	0.00	(137.50)

CITY OF GRAIN VALLEY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2021

301-MKT PL TIF RESERVE PR#2

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
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REVENUE SUMMARY

_____	_____	_____	_____	_____
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EXPENDITURE SUMMARY

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

REVENUES & OTHER SOURCES OVER

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

302-MKTPL TIF-PR#2 SPEC ALLOC

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	245,000.00	10.67	238,849.97	97.49 (	6,150.03)
SALES TAX	450,000.00	33,351.40	415,541.57	92.34 (	34,458.43)
TIF, NID, CID	250,000.00	28,412.46	230,232.14	92.09 (	19,767.86)
MISCELLANEOUS	<u>2,000.00</u>	<u>14.85</u>	<u>135.90</u>	<u>6.80</u> (	<u>1,864.10)</u>
TOTAL REVENUES	947,000.00	61,789.38	884,759.58	93.43 (	62,240.42)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPATMENTAL	<u>752,000.00</u>	<u>336.88</u>	<u>764,806.02</u>	<u>101.70</u> (	<u>12,806.02)</u>
TOTAL EXPENDITURES	752,000.00	336.88	764,806.02	101.70 (	12,806.02)
REVENUES OVER/(UNDER) EXPENDITURES	195,000.00	61,452.50	119,953.56	61.51 (	75,046.44)
OTHER USES	<u>185,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>185,000.00</u>
TOTAL OTHER FINANCING SOURCES & USES	(185,000.00)	0.00	0.00	0.00	185,000.00
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	10,000.00	61,452.50	119,953.56	1,199.54	109,953.56

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

305-MKTPLACE TIF-PR#2 IDA BDS

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
MISCELLANEOUS	<u>2,000.00</u>	<u>3.60</u>	<u>20.58</u>	<u>1.03</u>	(<u>1,979.42</u>)
TOTAL REVENUES	2,000.00	3.60	20.58	1.03	(1,979.42)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>208,000.00</u>	<u>3,066.67</u>	<u>140,818.38</u>	<u>67.70</u>	<u>67,181.62</u>
TOTAL EXPENDITURES	208,000.00	3,066.67	140,818.38	67.70	67,181.62
REVENUES OVER/(UNDER) EXPENDITURES	(206,000.00)	(3,063.07)	(140,797.80)	68.35	65,202.20
OTHER SOURCES	<u>210,000.00</u>	<u>0.00</u>	<u>263,731.43</u>	<u>125.59</u>	<u>53,731.43</u>
TOTAL OTHER FINANCING SOURCES & USES	210,000.00	0.00	263,731.43	125.59	53,731.43
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	4,000.00	(3,063.07)	122,933.63	3,073.34	118,933.63

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

310-MKT PLACE NID- PR#2

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
BONDS, FD BAL, CAPT LEAS	<u>220,000.00</u>	<u>0.00</u>	<u>175,606.21</u>	<u>79.82</u>	<u>(44,393.79)</u>
TOTAL REVENUES	220,000.00	0.00	175,606.21	79.82	(44,393.79)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>216,200.00</u>	<u>416.67</u>	<u>215,741.26</u>	<u>99.79</u>	<u>458.74</u>
TOTAL EXPENDITURES	216,200.00	416.67	215,741.26	99.79	458.74
REVENUES OVER/(UNDER) EXPENDITURES	<u>3,800.00</u>	<u>(416.67)</u>	<u>(40,135.05)</u>	<u>1,056.19-</u>	<u>(43,935.05)</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	3,800.00	(416.67)	(40,135.05)	1,056.19-	(43,935.05)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

321-MKT PL CID-PR2 SALES/USE

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
SALES TAX	377,500.00	27,971.22	354,058.93	93.79 (	23,441.07)
MISCELLANEOUS	1,000.00	4.53	82.03	8.20 (	917.97)
BONDS, FD BAL, CAPT LEAS	<u>96,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u> (	<u>96,500.00</u>)
TOTAL REVENUES	475,000.00	27,975.75	354,140.96	74.56 (	120,859.04)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>222,500.00</u>	<u>419.57</u>	<u>182,622.32</u>	<u>82.08</u>	<u>39,877.68</u>
TOTAL EXPENDITURES	222,500.00	419.57	182,622.32	82.08	39,877.68
REVENUES OVER/(UNDER) EXPENDITURES	252,500.00	27,556.18	171,518.64	67.93 (	80,981.36)
OTHER USES	<u>247,500.00</u>	<u>0.00</u>	<u>263,731.43</u>	<u>106.56</u> (	<u>16,231.43</u>)
TOTAL OTHER FINANCING SOURCES & USES	(247,500.00)	0.00	(263,731.43)	106.56 (	16,231.43)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	5,000.00	27,556.18	(92,212.79)	1,844.26-	(97,212.79)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

322-INTRCHG MERCADO CID-PR#3
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
BONDS, FD BAL, CAPT LEAS	<u>10,000.00</u>	<u>(55.00)</u>	<u>7,070.50</u>	<u>70.71</u>	<u>(2,929.50)</u>
TOTAL REVENUES	10,000.00	(55.00)	7,070.50	70.71	(2,929.50)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>
TOTAL EXPENDITURES	5,000.00	0.00	0.00	0.00	5,000.00
REVENUES OVER/(UNDER) EXPENDITURES	<u>5,000.00</u>	<u>(55.00)</u>	<u>7,070.50</u>	<u>141.41</u>	<u>2,070.50</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	5,000.00	(55.00)	7,070.50	141.41	2,070.50

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

323-INTRCH VGV CID-PROJECT #3

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
SALES TAX	<u>36,700.00</u>	<u>5,650.45</u>	<u>37,553.50</u>	<u>102.33</u>	<u>853.50</u>
TOTAL REVENUES	36,700.00	5,650.45	37,553.50	102.33	853.50
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>36,700.00</u>	<u>23,303.78</u>	<u>24,642.32</u>	<u>67.15</u>	<u>12,057.68</u>
TOTAL EXPENDITURES	36,700.00	23,303.78	24,642.32	67.15	12,057.68
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(17,653.33)	12,911.18	0.00	12,911.18
OTHER USES	<u>0.00</u>	<u>2,824.94</u>	<u>18,776.48</u>	<u>0.00</u>	<u>(18,776.48)</u>
TOTAL OTHER FINANCING SOURCES & USES	0.00	(2,824.94)	(18,776.48)	0.00	(18,776.48)
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	0.00	(20,478.27)	(5,865.30)	0.00	(5,865.30)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

325-INTRCHG TIF- PR #1A

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	40,000.00	39,260.91	36,873.86	92.18 (	3,126.14)
SALES TAX	50,000.00	4,006.91	48,529.81	97.06 (	1,470.19)
TIF, NID, CID	25,000.00	3,102.76	28,441.23	113.76	3,441.23
MISCELLANEOUS	<u>5,000.00</u>	<u>97.81</u>	<u>1,080.41</u>	<u>21.61</u> (	<u>3,919.59)</u>
TOTAL REVENUES	120,000.00	46,468.39	114,925.31	95.77 (	5,074.69)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>5,000.00</u>	<u>5,698.00</u>	<u>5,903.50</u>	<u>118.07</u> (	<u>903.50)</u>
TOTAL EXPENDITURES	5,000.00	5,698.00	5,903.50	118.07 (	903.50)
REVENUES OVER/(UNDER) EXPENDITURES	<u>115,000.00</u>	<u>40,770.39</u>	<u>109,021.81</u>	<u>94.80</u> (	<u>5,978.19)</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	115,000.00	40,770.39	109,021.81	94.80 (	5,978.19)

CITY OF GRAIN VALLEY
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2021

326-INTERCHANGE TIF #1B
FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
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REVENUE SUMMARY

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CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

330-TIF PROJECT #3

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	30,000.00	4,769.27	4,769.27	15.90 (	25,230.73)
SALES TAX	45,000.00	6,991.70	43,218.93	96.04 (	1,781.07)
TIF, NID, CID	<u>20,000.00</u>	<u>3,414.37</u>	<u>24,603.18</u>	<u>123.02</u>	<u>4,603.18</u>
TOTAL REVENUES	95,000.00	15,175.34	72,591.38	76.41 (	22,408.62)
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>12,000.00</u>	<u>776.00</u>	<u>776.00</u>	<u>6.47</u>	<u>11,224.00</u>
TOTAL EXPENDITURES	12,000.00	776.00	776.00	6.47	11,224.00
REVENUES OVER/(UNDER) EXPENDITURES	83,000.00	14,399.34	71,815.38	86.52 (	11,184.62)
OTHER SOURCES	<u>0.00</u>	<u>2,824.94</u>	<u>18,776.48</u>	<u>0.00</u>	<u>18,776.48</u>
TOTAL OTHER FINANCING SOURCES & USES	0.00	2,824.94	18,776.48	0.00	18,776.48
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	83,000.00	17,224.28	90,591.86	109.15	7,591.86

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

340-INTERCHANGE TIF #4

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	30,000.00	2,572.24	2,572.24	8.57 (	27,427.76)
SALES TAX	22,500.00	4,859.74	25,233.82	112.15	2,733.82
TIF, NID, CID	<u>10,000.00</u>	<u>1,812.39</u>	<u>17,240.29</u>	<u>172.40</u>	<u>7,240.29</u>
TOTAL REVENUES	62,500.00	9,244.37	45,046.35	72.07 (	17,453.65)
<u>EXPENDITURE SUMMARY</u>					
NON DEPARTMENTAL	<u>5,000.00</u>	<u>301.50</u>	<u>301.50</u>	<u>6.03</u>	<u>4,698.50</u>
TOTAL EXPENDITURES	5,000.00	301.50	301.50	6.03	4,698.50
REVENUES OVER/(UNDER) EXPENDITURES	<u>57,500.00</u>	<u>8,942.87</u>	<u>44,744.85</u>	<u>77.82 (</u>	<u>12,755.15)</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	57,500.00	8,942.87	44,744.85	77.82 (	12,755.15)

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

400-DEBT SERVICE FUND
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
PROPERTY TAX	2,291,000.00	9,986.73	2,382,097.72	103.98	91,097.72
MISCELLANEOUS	<u>10,000.00</u>	<u>468.95</u>	<u>4,102.29</u>	<u>41.02</u>	<u>(5,897.71)</u>
TOTAL REVENUES	2,301,000.00	10,455.68	2,386,200.01	103.70	85,200.01
<u>EXPENDITURE SUMMARY</u>					
DEBT SERVICE	<u>2,184,714.00</u>	<u>3,333.32</u>	<u>1,823,241.59</u>	<u>83.45</u>	<u>361,472.41</u>
TOTAL EXPENDITURES	2,184,714.00	3,333.32	1,823,241.59	83.45	361,472.41
REVENUES OVER/(UNDER) EXPENDITURES	<u>116,286.00</u>	<u>7,122.36</u>	<u>562,958.42</u>	<u>484.12</u>	<u>446,672.42</u>
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	116,286.00	7,122.36	562,958.42	484.12	446,672.42

CITY OF GRAIN VALLEY
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2021

600-WATER/SEWER FUND

FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	VARIANCE (UN) FAVORABLE
<u>REVENUE SUMMARY</u>					
SALES TAX	600.00	150.24	956.56	159.43	356.56
PERMITS/LICENSES/FEES	10,000.00	40,919.49	67,428.07	674.28	57,428.07
CHARGES FOR SERVICES	6,098,340.00	464,734.78	6,375,340.60	104.54	277,000.60
SALE OF ASSET/MERCHAND	0.00	0.00	44,630.00	0.00	44,630.00
MISCELLANEOUS	54,800.00	1,173.08	23,332.46	42.58	(31,467.54)
BONDS, FD BAL, CAPT LEAS	<u>119,036.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(119,036.00)</u>
TOTAL REVENUES	6,282,776.00	506,977.59	6,511,687.69	103.64	228,911.69
<u>EXPENDITURE SUMMARY</u>					
WATER	3,261,662.21	384,727.76	2,847,225.31	87.29	414,436.90
SEWER	<u>2,615,244.41</u>	<u>249,185.43</u>	<u>2,125,462.04</u>	<u>81.27</u>	<u>489,782.37</u>
TOTAL EXPENDITURES	5,876,906.62	633,913.19	4,972,687.35	84.61	904,219.27
REVENUES OVER/(UNDER) EXPENDITURES	405,869.38	(126,935.60)	1,539,000.34	379.19	1,133,130.96
REVENUES & OTHER SOURCES OVER (UNDER) EXPENDITURES & OTHER USES	405,869.38	(126,935.60)	1,539,000.34	379.19	1,133,130.96