

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

**FEBRUARY 28, 2022**

**7:00 P.M.**

**OPEN TO THE PUBLIC**

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

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**ITEM I: CALL TO ORDER**

- Mayor Chuck Johnston

**ITEM II: ROLL CALL**

- City Clerk Jamie Logan

**ITEM III: INVOCATION**

- Pastor Mike Cassidy of Faith United Methodist Church

**ITEM IV: PLEDGE OF ALLEGIANCE**

- Alderman Bob Headley

**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**

- February 14, 2022 – Board of Aldermen Regular Meeting Minutes
- February 28, 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) R22-21** **A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement With J&N Utilities Inc. for the Ryan Meadows Storm Water Improvements**

*Introduced by  
Alderman Shea  
Bass*

To install an extension to the existing storm drain system from Ryan Meadows Subdivision which is causing a great deal of erosion at its current terminal location on the South Middle School property

**ITEM XIII (B) R22-22** **A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2022 Budget for the Projects Identified for the American Recovery Plan Act Funding**

*Introduced by  
Alderman Tom  
Cleaver*

To amend the current budget (2022) for the projects identified for the ARPA funding

**ITEM XIII (C) R22-23** **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Submit a Letter of Intent and Application to the Missouri Main Street Connection for a Community Empowerment Grant**

*Introduced by  
Alderman Bob  
Headley*

To commit to a 2-year grant period, if awarded, with Missouri Main Street Connection

**ITEM XIV: ORDINANCES**

**ITEM XIV (A) B22-07** **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2022 Budget for the Projects Identified for the American Recovery Plan Act Funding**

**1<sup>ST</sup> & 2<sup>ND</sup> READ**  
*Introduced by  
Alderman Rick  
Knox*

To amend the current budget (2022) for the projects identified for the ARPA Funding



**ITEM XIV (B)**      **An Ordinance Repealing Ordinance No. 2493 Which Approved an Assignment and Assumption Agreement Among the City of Grain Valley, Star Acquisitions, Inc., and Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust Dated March 6, 2001 and Approving an Assignment and Assumption Agreement Among the City of Grain Valley, Jeffrey D. Fowler and Tara Kaylee Holt, as Successor Co-Trustees and Residuary Beneficiaries of the Mildred C. Williamson Trust Dated March 6, 2001, and MCW Legacy Investors, LLC, Missouri Limited Liability Company and Authorizing the Mayor to Execute the Contract**  
B22-08  
1<sup>ST</sup> & 2<sup>ND</sup> READ  
*Introduced by  
Alderman Darren  
Mills*

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

**ITEM XIV (C)**      **An Ordinance Approving the Sale of Certain Real Property in Grain Valley, Missouri to Consolidated Library District No. 3 d/b/a Mid-Continent Public Library and Authorizing the City Administrator to Execute all Necessary Documents Required to Effectuate and Close Said Transaction**  
B22-09  
1<sup>ST</sup> & 2<sup>ND</sup> READ  
*Introduced by  
Alderman Jayci  
Stratton*

To sell approximately 3.6 acres of city owned land to Mid-Continent Public Library for the purpose of constructing a new library

**ITEM XIV (D)**      **An Ordinance Approving the Final Plat of Eagle Ridge Multi-Family 3<sup>rd</sup> Plat**  
B22-10  
1<sup>ST</sup> READ  
*Introduced by  
Alderman Shea  
Bass*

To gain final plat approval for Eagle Ridge Multi-family 3<sup>rd</sup> plat

**ITEM XIV (E)**      **An Ordinance Approving the Final Plat of Eagle Ridge Estates - 5<sup>th</sup> Plat**  
B22-11  
1<sup>ST</sup> READ  
*Introduced by  
Alderman Tom  
Cleaver*

To gain final plat approval for Eagle Ridge Estates – 5<sup>th</sup> Plat consisting of lots 135 thru 142, lots 167 thru 181, lots 198 thru 205 and Tract B

**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 REGULAR MEETING ON MARCH 14, 2022 AT 7:00 P.M. THE MEETING WILL BE IN THE COUNCIL CHAMBERS OF THE GRAIN VALLEY CITY HALL.

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

THE CITY OF GRAIN VALLEY IS INTERESTED IN EFFECTIVE COMMUNICATION FOR ALL PERSONS UPON REQUEST, THE MINUTES FROM THIS MEETING CAN BE MADE AVAILABLE BY CALLING 816.847.6211



*Consent*

*Agenda*

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

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**ITEM I: CALL TO ORDER**

- The Board of Aldermen of the City of Grain Valley, Missouri, met in Regular Session on February 14, 2022, at 7:02 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**

- No Invocation

**ITEM IV: PLEDGE OF ALLEGIANCE**

- The Pledge of Allegiance was led by Alderman Tom Cleaver

**ITEM V: APPROVAL OF AGENDA**

- No Changes

**ITEM VI: PROCLAMATIONS**

- None

**ITEM VII: CITIZENS PARTICIPATION**

- None

**ITEM VIII: CONSENT AGENDA**

- January 24, 2022 – Board of Aldermen Regular Meeting Minutes
- February 7, 2022 – Board of Aldermen Workshop Minutes
- February 14, 2022 – Accounts Payable
- *Alderman Headley made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Knox*
  - *None*
- *Motion to Approve the Consent Agenda was voted on 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 Direct Mark Trosen  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber



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- *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. R22-15** A Resolution Authorizing the Allocation of the City of Grain Valley 2022 Emergency Management Contribution to the Central Jackson County Fire Protection District

- *Alderman Cleaver moved to approve Resolution No. R22-15*
- *The Motion was Seconded by Alderman Knox*
  - Annual Contribution to CJC where multiple surrounding communities (Grain Valley, Lake Tapawingo and Blue Springs) combine to form this agency
- *Resolution No. R22-15 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-15 Approved: 6-0-**

**Resolution No. R22-16** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a Ventrac 4520Y Mower With Three Attachments

- *Alderman Headley moved to approve Resolution No. R22-16*
- *The Motion was Seconded by Alderman Stratton*
  - This was a budgeted item to replace a current piece of equipment we have; this piece of equipment can handle steep grades more safely
- *Resolution No. R22-16 was voted upon with the following voice vote:*

**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 Direct Mark Trosen  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber





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- *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
- *Nay:*
- *Abstain:*

**-Resolution No. R22-16 Approved: 6-0-**

**Resolution No. R22-17** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Expend Funds to Purchase Computer Equipment

- *Alderman Knox moved to approve Resolution No. R22-17*
- *The Motion was Seconded by Alderman Headley*
  - 2022 CERP purchases
- *Resolution No. R22-17 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-17 Approved: 6-0-**

**Resolution No. R22-18** A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement With Superior Bowen Asphalt Co. for the 2022 Pavement Maintenance Program

- *Alderman Mills moved to approve Resolution No. R22-18*
- *The Motion was Seconded by Alderman Knox*
  - Mr. Trosen shared Superior Bowen submitted the lowest and best bid; there are items in the packet showing the pavement replacement/overlay assessment program statistics and overall improvements since the beginning of the program; he thanked the board for giving the additional funding to this overlay program for the street repairs
- *Resolution No. R22-18 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-18 Approved: 6-0-**

**Resolution No. R22-19** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter into an Agreement with Quality Custom

**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 Direct Mark Trosen  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber



Construction for Concrete Services

- *Alderman Stratton moved to approve Resolution No. R22-19*
- *The Motion was Seconded by Alderman Headley*
  - This handles the concrete side of the pavement improvement program; This will take care of sidewalks and other routine maintenance
- *Resolution No. R22-19 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-19 Approved: 6-0-**

**Resolution No. R22-20** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter into an Agreement with Civic Review

- *Alderman Bass moved to approve Resolution No. R22-20*
- *The Motion was Seconded by Alderman Cleaver*
  - This was part of the Strategic Plan relating to technology; this would provide the program/software for online permitting; this would also reduce staff time
  - Alderman Headley asked if this integrates with other systems we have; Mr. Murphy shared that this would be able to
  - Alderman Knox requested the price; verified from the packet
- *Resolution No. R22-20 was voted upon with the following voice vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R22-20 Approved: 6-0-**

**ITEM XIV: ORDINANCES**

**Bill No. B22-03:** 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)

**Bill No. B22-03** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Stratton moved to accept the second reading of Bill No. B22-03 and approve it*

**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 Direct Mark Trosen  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
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*as ordinance #2575*

- *The Motion was Seconded by Alderman Mills*
  - None
- *Motion to accept the second reading of Bill No. B22-03 and approve it as Ordinance #2575 was voted upon with the following roll call vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Bill No. B22-03 BECAME ORDINANCE #2575: 6-0-**

**Bill No. B22-04:** 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

**Bill No. B22-04** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Bass moved to accept the second reading of Bill No. B22-04 and approve it as ordinance #2576*
- *The Motion was Seconded by Alderman Headley*
  - *Mr. Murphy stated visual inspections would be performed on Tuesdays and Thursdays 1 to 3 pm to start*
- *Motion to accept the second reading of Bill No. B22-04 and approve it as Ordinance #2576 was voted upon with the following roll call vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Bill No. B22-04 BECAME ORDINANCE #2576: 6-0-**

**Bill No. B22-05:** 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)

**Bill No. B22-05** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Cleaver moved to accept the second reading of Bill No. B22-05 and approve it*

**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 Direct Mark Trosen  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber



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*as ordinance #2577*

- *The Motion was Seconded by Alderman Bass*
  - None
- *Motion to accept the second reading of Bill No. B22-05 and approve it as Ordinance #2577 was voted upon with the following roll call vote:*
  - *Aye: Bass ,Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Bill No. B22-05 BECAME ORDINANCE #2577: 6-0-**

**Bill No. B22-06:** 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)

**Bill No. B22-06** 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. B22-06 and approve it as ordinance #2578*
- *The Motion was Seconded by Alderman Knox*
  - None
- *Motion to accept the second reading of Bill No. B22-06 and approve it as Ordinance #2578 was voted upon with the following roll call vote:*
  - *Aye: Bass, Cleaver, Headley, Knox, Mills, Stratton*
  - *Nay:*
  - *Abstain:*

**-Bill No. B22-06 BECAME ORDINANCE #2577: 6-0-**

**ITEM XV: CITY ATTORNEY REPORT**

- Mr. Lauber thanked the board and staff for the thoughts with the recent passing of his mother

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

- City Administrator Ken Murphy

**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 Direct Mark Trosen  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
 City Clerk Jamie Logan  
 City Attorney Joe Lauber



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

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

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Bob Headley
  - None
- Alderman Rick Knox
  - Requested an update on the branding; proposals are back and received staff and committee comment; waiting for a new proposal soon
- Alderman Darren Mills
  - None
- Alderman Jayci Stratton
  - None

**ITEM XVIII: MAYOR REPORT**

- None

**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*

**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 Joe Lauber



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*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 7:18 PM-**

- *Alderman Headley moved to open the Regular Meeting*
- *The motion was seconded by Alderman Bass*
  - 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 7:44 PM-**

**ITEM XX: ADJOURNMENT**

- The meeting adjourned at 7:44 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 Direct Mark Trosen  
 Parks and Recreation Director Shannon Davies  
 Finance Director Steven Craig  
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**CITY OF GRAIN VALLEY**  
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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 Direct Mark Trosen  
Parks and Recreation Director Shannon Davies  
Finance Director Steven Craig  
City Clerk Jamie Logan  
City Attorney Joe Lauber

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	38.84		
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,518.57		
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	315.00		
		HAMPEL OIL INC	CJC FUEL	172.20		
			CJC FUEL	1,188.42		
		AFLAC	AFLAC AFTER TAX	126.59		
			AFLAC CRITICAL CARE	20.16		
			AFLAC PRETAX	327.38		
			AFLAC-W2 DD PRETAX	253.97		
		MIDWEST PUBLIC RISK	DENTAL	171.79		
			OPEN ACCESS	268.80		
			OPEN ACCESS	242.55		
			OPEN ACCESS	188.30		
			HSA	273.60		
			HSA	1,738.47		
			HSA	43.97		
			VISION	32.00		
			VISION	43.27		
			VISION	121.16		
			VISION	14.47		
		HSA BANK	HSA - GRAIN VALLEY, MO	380.13		
			HSA - GRAIN VALLEY, MO	575.52		
		NICOLAS SALERNO	WELDON RESTITUTION	100.00		
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	214.60		
			FLEX PLAN	25.00		
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	660.91		
			MISSIONSQUARE 457	362.91		
			MISSIONSQUARE ROTH IRA	69.59		
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,272.34		
			SOCIAL SECURITY	4,852.49		
			MEDICARE	<u>1,134.87</u>		
			TOTAL:	23,747.87		
		HR/CITY CLERK	GENERAL FUND	VALIDITY SCREENING SOLUTIONS	SAFFELL: SCREENING	40.00
				MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	277.23
				MO POLICE CHIEFS ASSOCIATION	ENTRY LEVEL SELF TEST	387.50
				OFFICE DEPOT	FOLDER/NOTEBOOK	53.49
					DISPENSER	8.49
				MISSOURI STATE WEB	LOGAN: 2022 MOCCFOA INSTIT	330.00
				BROWN INDUSTRIES INC	YEARS OF SERVICE PINS	174.00
				PAYPAL.COM	JOB POSTING - PIO	149.00
				JACK A BOYER II	GILDEHAUS: POLYGRAPH	300.00
				INSIGHT PUBLIC SAFETY AND FORENSIC CON	CARR: FITNESS EVALUATION	1,430.40
				MISSOURI PARK & REC ASSN	JOB POSTING	75.00
				MIDWEST PUBLIC RISK	DENTAL	35.00
					HSA	246.50
					HSA	341.82
				HSA BANK	HSA - GRAIN VALLEY, MO	100.28
CONCENTRA MEDICAL CENTERS	SAFFELL SCREENING			96.00		
INDEED INC	REC SPECIALIST JOB POSTING			25.81		
INTERNAL REVENUE SERVICE	SOCIAL SECURITY			125.09		
	MEDICARE			29.25		
NONPROFIT CONNECT	JOB TITLE PUBLIC INFORMATI			<u>150.00</u>		
	TOTAL:			4,374.86		
INFORMATION TECH	GENERAL FUND			NETSTANDARD INC	WORKSTATION BUILD	165.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			NETSTANDARD DATASAFE JAN 2	875.00
			CLARITY SERVICES MARCH 202	2,410.00
			MEMORY UPGRADE	83.08
		AMAZON.COM	EXTERNAL DVD DRIVE	22.43
			ETHERNET UNMANAGED SWITCH	39.98
			HARD DRIVE ENCLOSURE	19.98
		ESRI INC	ENTERPRISE AGREEMENT FEE	12,500.00
		CDW GOVERNMENT	CRADLEPOINT	1,475.00
			PANORAMA DOME/FOAM PAD F/L	375.00
		PARTS PEOPLE	DELL INSPIRON 15 15.6" FHD	113.95
		NEWEGG	COMPUTER POWER SUPPLY	57.39
			TOTAL:	18,091.95
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	JANUARY 2022 SERVICE	90.00
		COMCAST - HIERARCY ACCT	CITY HALL	198.77
			CITY HALL	50.45
		SC REALTY SERVICES	FEBRUARY 22 JANITORIAL SUP	1,062.27
		SPIRE	517 GREGG ST	42.16
			624 JAMES ROLLO CT	63.53
			711 S MAIN ST	166.90
		COMCAST	FEB 2022 FIBER	445.70
			TOTAL:	2,119.78
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	503.15
		SAMS CLUB/GEGRB	KLEENEX ULTRA SOFT	71.07
			KITCHEN SUPPLIES	24.26
		RICOH USA INC	ADMIN C85162117	228.22
			MAILROOM C85162118	228.22
		OLD CHICAGO	MURPHY/OSENBAUGH: LUNCH	37.00
		THERESA OSENBAUGH	OSENBAUGH: MEALS FOR MML L	34.50
		MIDWEST PUBLIC RISK	DENTAL	24.39
			DENTAL	0.82
			HSA	11.90
			HSA	414.59
		HSA BANK	HSA - GRAIN VALLEY, MO	63.04
			HSA - GRAIN VALLEY, MO	2.36
		UBER	MURPHY: TRAVEL	26.32
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QRTLY PYMNT 12/08/21-03/07	140.76
		KENNETH MURPHY	MURPHY: MEALS FOR MML LEGI	34.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	280.84
			MEDICARE	65.70
			TOTAL:	2,191.64
LEGAL	GENERAL FUND	JACKSON LEWIS P.C.	JANUARY 2022 LABOR RELATIO	924.00
		LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	2,310.00
			TOTAL:	3,234.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	385.99
		OFFICE DEPOT	1099MISC	24.42
		GOVERNMENT FINANCE OFFICERS ASSOCIATIO	CHIESA/CRAIG: 2022 GFOA DU	320.00
			CHIESA: GFOA CONFERENCE RE	475.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	153.00
			HSA	332.07
		HSA BANK	HSA - GRAIN VALLEY, MO	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HSA - GRAIN VALLEY, MO	50.00
		MOGFOA	CRAIG: MEMBERSHIP	25.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	176.06
			MEDICARE	<u>41.17</u>
			TOTAL:	2,055.61
COURT	GENERAL FUND	CITY OF BLUE SPRINGS	PRISONER HOUSING JAN 2022	105.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	253.28
		OFFICE DEPOT	FOLDER/NOTEBOOK	14.29
			SCANNER	258.38
		RAY COUNTY TREASURER/COUNTY	DECEMBER 2022 BILLING	270.00
			JANUARY 2022 BILLING	180.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	1.50
			HSA	21.64
			HSA	306.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
			HSA - GRAIN VALLEY, MO	4.29
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	3,325.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	183.32
			MEDICARE	<u>42.87</u>
			TOTAL:	5,058.57
VICTIM SERVICES	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	210.97
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	664.15
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	140.40
			MEDICARE	<u>32.84</u>
			TOTAL:	1,183.26
FLEET	GENERAL FUND	AIRGAS USA LLC	ACETYLENE IND #4 FLAT TOP	86.93
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	123.00
		ADVANCE AUTO PARTS	FRAM ANT DEX 50/50 I GALLO	59.94
		OREILLY AUTOMOTIVE INC	DSL ANTIGEL	83.94
			NITRILE GLOVES	49.98
		FASTENAL COMPANY	5/8 P A325F436 F/W	61.02
			PB FLT 5/8-11X3 P 8	91.72
			M10X100 960-10.9HCSZ	18.24
		MIDWEST PUBLIC RISK	DENTAL	17.97
			HSA	157.62
		HSA BANK	HSA - GRAIN VALLEY, MO	38.64
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	4.42
			PW/WOLTZ UNIFORMS	4.42
		GRAINGER	THREAD SEALANT	13.44
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	60.96
			MEDICARE	<u>14.26</u>
			TOTAL:	886.50
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	6,942.10
			MONTHLY CONTRIBUTIONS	609.98
		MO POLICE CHIEFS ASSOCIATION	PALECEK: MEMBERSHIP	100.00
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	9.18
		STATE BANK OF MISSOURI	PD LEASE VEHICLES AND EQUI	107.38
			PD LEASE VEHICLES AND EQUI	3,631.93
		OFFICE DEPOT	PAPER/BATTERY/PENS/STAPLER	44.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WIPES/NOTES	10.49
		OREILLY AUTOMOTIVE INC	BATTERY	175.41
			ROTOR	412.65
			BLOWER RESTR	70.66
			WIPER BLADES	35.97
		KC WIRELESS INC	LIP MOUNTS/M-UHF MALE CRIM	252.52
		STEVEN SMITH	250) WARRANT JACKET ENVELO	90.00
		RICOH USA INC	PD C85162116	228.22
			PD C85162119	228.22
			PD DESK C85162124	32.71
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	1,001.26
			BULK GASOHOL/DIESEL	152.43
			BULK GASOHOL/DIESEL	1,279.68
			BULK GASOHOL/DIESEL	113.41
		MASTER CARPET CARE INC	CLEAN REAR COMPARTMENT	75.00
		FASTENAL COMPANY	GLOVES	144.07
		LEXISNEXIS RISK DATA MGMT INC	JANUARY 2022 MINIMUM COMMI	150.00
		GOODYEAR COMMERCIAL TIRE	3) GY 245/55R18 EAG RSA VS	406.56
		NATL ASSOCIATION OF SCHOOL	IIAMS NASRO CONFERENCE REG	450.00
		INTERNATIONAL LAW ENFORCEMENT EDUCATOR	PALECEK: MEMBERSHIP RENEWA	50.00
			PALECEK: ILEETA CONF REGIS	410.00
		JEFF PALECEK	PALECEK: MEALS 2022 ILEETA	416.00
		MIDWEST PUBLIC RISK	DENTAL	180.00
			DENTAL	523.50
			OPEN ACCESS	1,271.20
			OPEN ACCESS	1,158.00
			OPEN ACCESS	836.45
			OPEN ACCESS	735.70
			HSA	1,009.80
			HSA	2,448.00
			HSA	4,649.05
		HSA BANK	HSA - GRAIN VALLEY, MO	600.00
			HSA - GRAIN VALLEY, MO	900.00
		INTL ASSN OF CHIEFS OF POLICE	BEALE: MEMBERSHIP	190.00
			HEDGER MEMBERSHIP	190.00
		METRO FORD	PARTS FOR CHEVY COLORADO	248.54
			RADIATOR	247.93
			SWITCH	69.41
			LATCH	13.52
		JOHN DEERE FINANCIAL	DOG FOOD	57.55
		CDW GOVERNMENT	PRINTER	636.00
			DOCK/MOUNTING STATION	156.00
			CRADLEPOINT	1,475.00
			PANORAMA DOME/FOAM PAD F/L	375.00
		GO CAR WASH MANAGEMENT CORP	CAR WASHES	64.00
		FACTORY MOTOR PARTS CO	RADIATOR	256.55
			ALTERNATOR	84.00-
			KIT - TPMS SENSOR	125.56
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,388.08
			MEDICARE	792.40
		REJIS COMMISSION	JAN 2022 LEWEB SUBSCRIPTIO	291.07
			SUPPORT	118.75
		MARELLY AEDS & FIRST AID	CPR-D PADZ	143.65
		GEARZONE PRODUCTS	DANNER STRIKER BOLT SIZE	205.99
		SHARPS COMPLIANCE	30 GALLON TAKEAWAY RECOVER	478.38
			20 GALLON TAKEAWAY ENVIRON	164.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CALL2RECYCLE	BATTERY & CELLPHONE RECYCL	45.00
			TOTAL:	41,590.56
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	163.20
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	88.02
		MIDWEST PUBLIC RISK	OPEN ACCESS	386.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	81.60
			MEDICARE	19.08
			TOTAL:	737.90
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	792.01
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	109.10
		OFFICE DEPOT	PAPER/BATTERY/PENS/STAPLER	49.29
			WIPES/NOTES	9.30
			WRIST REST GEL MOUSE	5.99
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	71.93
			BULK GASOHOL/DIESEL	45.70
		INTERNATIONAL CODE COUNCIL INC	BUILDING CODE BOOKS	371.00
		MIDWEST PUBLIC RISK	DENTAL	49.43
			DENTAL	10.22
			HSA	840.14
			HSA	171.27
		HSA BANK	HSA - GRAIN VALLEY, MO	205.92
			HSA - GRAIN VALLEY, MO	29.28
		JACKSON COUNTY RECORDER	LIENS	83.23
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	416.18
			MEDICARE	97.34
			TOTAL:	3,357.33
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	22.60
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	497.24
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.44
			AFLAC-W2 DD PRETAX	71.31
		MISCELLANEOUS	SARAH BACUS:	16.00
		MIDWEST PUBLIC RISK	DENTAL	21.76
			HSA	224.66
			HSA	37.72
			VISION	8.00
			VISION	16.39
			VISION	2.15
		HSA BANK	HSA - GRAIN VALLEY, MO	150.97
			HSA - GRAIN VALLEY, MO	111.52
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	204.10
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	198.99
			MISSIONSQUARE 457	636.95
			MISSIONSQUARE ROTH IRA	123.73
			MISSIONSQUARE ROTH IRA	11.07
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,308.61
			SOCIAL SECURITY	970.92
			MEDICARE	227.07
			TOTAL:	5,015.29
PARK ADMIN	PARK FUND	NETSTANDARD INC	CLARITY SERVICES MARCH 202	402.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	865.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T	U-VERSE PARK MAINTENANCE	69.55
		OFFICE DEPOT	STAPLES	3.54
		COMCAST - HIERARCY ACCT	CITY HALL	40.44
			TYER	124.85
			CITY HALL	7.60
		AMAZON.COM	KEYBOARD CASE	91.00
		THE UPS STORE	SHIPPING TO RETURN KEYBOAR	14.60
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	307.61
			BULK GASOHOL/DIESEL	88.02
		MIDWEST PUBLIC RISK	DENTAL	21.44
			DENTAL	48.54
			HSA	554.20
			HSA	394.28
			HSA	129.90
		HSA BANK	HSA - GRAIN VALLEY, MO	89.35
			HSA - GRAIN VALLEY, MO	129.33
		CDW GOVERNMENT	KEYBOARD RETURN	114.00-
		MOBILE TEXT ALERTS	P&R TEXT ALERTS	228.00
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	285.00-
		CANVA.COM	SUBSCRIPTION TO CANVA PRO	119.40
		COMCAST	FEB 2022 FIBER	74.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	411.59
			MEDICARE	96.26
		R CHRISTOPHER GOODWIN & ASSOCIATES	ALL-INCLUSIVE PLAYGROUND	<u>2,997.53</u>
			TOTAL:	6,909.86
PARKS STAFF	PARK FUND	FELDMANS FARM & HOME	POSTS FOR CABLE FENCE	58.46
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	628.81
		AMAZON.COM	LIGHTS	179.98
		FASTENAL COMPANY	BOLTS	24.63
		MENARDS - INDEPENDENCE	POSTS/CONCRETE	358.64
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	918.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		SPIRE	600 BUCKNER TARSNEY	293.46
			624 JAMES ROLLO CT	31.72
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	304.22
			MEDICARE	71.15
		VISA-CARD SERVICES 1853	PADLOCKS	197.10
		STOCK SEED FARMS	WILDFLOWER SEED	<u>367.40</u>
			TOTAL:	3,712.57
RECREATION	PARK FUND	EPIC SPORTS	10) BASEBALLS (DZ)	568.81
		BSN SPORTS INC	20) BASEBALL DZ / SOFTBALL	838.80
			20) BASEBALL DZ / SOFTBALL	284.00
		POSTERMYWALL	PRESCHOOL SOCCER FLYERS	2.99
			PRESCHOOL TBALL FLYER	2.99
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1.43
			MEDICARE	<u>0.33</u>
			TOTAL:	1,699.35
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	JANUARY 2022 SERVICE	65.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	135.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	428.70
		PETTY CASH	PIZZA FOR FATHER DAUGHTER	19.45
		SAMS CLUB/GEGRB	COFFEE/SUGAR/CREAMERS	92.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FATHER DAUGHTER DANCE FOOD	95.35
		WALMART COMMUNITY	SUPPLIES	7.60
			FATHER DAUGHTER DANCE DECO	127.02
			SERVING PANS	19.46
		COMCAST - HIERARCY ACCT	COMM CENTER	257.86
		AMAZON.COM	TABLECLOTH	31.98
			C-FOLD PAPER TOWELS	81.96
			HIGH DENSITY CAN LINER	107.70
			KLEENEX/TRACH CAN LINERS	147.98
			TABLECLOTH	17.98
			GLOVES	51.96
			TOWELS	29.94
			FATHER DAUGHTER DANCE DECO	224.34
			GRIP CLIP ORGANIZER	45.54
		MICHAELS	SUPPLIES	9.48
		AUTHORIZE.NET	JAN SIGNUPS	55.50
		COSENTINOS PRICE CHOPPER	FLOWERS/CARNATIONS	40.00
		RICOH USA INC	PR C85162114	228.22
			CC DESK C85162123	32.68
		PAYPAL.COM	DJ FOR FATHER DAUGHTER DAN	724.50
		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
		SC REALTY SERVICES	FEBRUARY 22 JANITORIAL SUP	177.05
		SPIRE	713 S MAIN ST	674.06
			713 S MAIN ST	39.16
		OFFICECRAVE	GYM WIPES	145.99
		MARY ALLGRUNN	01/25-02/03 LINE DANCING	58.80
		LINDA HOMBS	01/25-02/03 LINE DANCING	58.80
		SAMANTHA PETRALIE	01/24-02/04 SILVERSNEAKERS	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	253.68
			MEDICARE	59.33
		JANSSEN GLASS & DOOR	REMOVE FAILED GLASS UNIT I	250.00
			TOTAL:	5,933.21
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	156.70
		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	13.67
			OPEN ACCESS	26.88
			HSA	86.60
			HSA	77.14
			HSA	74.00
			VISION	1.60
			VISION	2.40
			VISION	4.40
			VISION	3.94
		HSA BANK	HSA - GRAIN VALLEY, MO	8.45
			HSA - GRAIN VALLEY, MO	98.65
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	30.72
			MISSIONSQUARE 457	71.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISSIONSQUARE ROTH IRA	46.09
		INTERNAL REVENUE SERVICE	FEDERAL WH	437.30
			SOCIAL SECURITY	295.44
			MEDICARE	<u>69.10</u>
			TOTAL:	1,574.55
TRANSPORTATION	TRANSPORTATION	NETSTANDARD INC	NETSTANDARD DATASAFE JAN 2	175.00
			CLARITY SERVICES MARCH 202	241.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	588.44
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	2.80
		ADVANCE AUTO PARTS	TRAILER BALL	6.07
		COMCAST - HIERARCY ACCT	CITY HALL	15.61
			PW	23.37
			PW	37.27
			PW	61.48
			CITY HALL	1.00
		OREILLY AUTOMOTIVE INC	WINTER BLADE	8.14
			CONNECTOR	4.40
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	11.09
		RICOH USA INC	PW C85162113	45.44
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	158.41
			BULK GASOHOL/DIESEL	200.78
		ESRI INC	ENTERPRISE AGREEMENT FEE	2,500.00
		FASTENAL COMPANY	6PC 10150 F PAINT MRKR	5.83
		HOME DEPOT CREDIT SERVICES	3PC CLOSE QTRS TUBE CUTTER	17.54
		KC WHOLESALE	UNION	2.38
		MIDWEST PUBLIC RISK	DENTAL	14.22
			DENTAL	52.40
			OPEN ACCESS	127.12
			HSA	408.25
			HSA	119.62
			HSA	265.66
			HSA	288.24
		HSA BANK	HSA - GRAIN VALLEY, MO	29.32
			HSA - GRAIN VALLEY, MO	170.13
		SC REALTY SERVICES	FEBRUARY 22 JANITORIAL SUP	106.23
		SPIRE	405 JAMES ROLLO DR	162.05
			624 JAMES ROLLO CT	63.53
			711 S MAIN ST	14.32
			618 JAMES ROLLO CT	157.30
		J&A TRAFFIC PRODUCTS	3/8 ALUM SHELL/STEEL PIN R	160.00
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	30.34
			PW/WOLTZ UNIFORMS	30.34
		FARMTEK	PREMIUM TARP/POND LINER	21.78
		COMCAST	FEB 2022 FIBER	44.57
		VIKING-CIVES MIDWEST INC	3/8 MALE QUICK COUPLER HAN	8.92
		INDEPENDENT SALT COMPANY	SALT	6,708.02
		RUSH TRUCK CENTER	GASKET IRREGULAR	7.98
			TUBE ENGINE OIL	44.20
		KLEINSCHMIDTS WESTERN STORE	GROVE/DZEKUNSKAS BOOTS/COA	96.96
		BURGER KING	SNOW TEAM MEALS	9.70
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	295.45
			MEDICARE	69.09
		CARHARTT	UTILITY JACKET	26.02
			SALES TAX REFUND	1.38-
		MOLLE CHEVROLET INC	SENSOR/CONNECTOR	14.56



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ARBYS	SNOW TEAM MEALS	9.50
			TOTAL:	13,660.49
PUBLIC HEALTH	PUBLIC HEALTH	AMAZON.COM	KRAFT PAPER ROLL	12.97
		PAPA MURPHYS	PROVIDE PIZZA AND SALAD FO	100.00
		OATS	2022 JANUARY OATS	121.32
			TOTAL:	234.29
TIF-OLD TOWN MKT PLACE	OLD TOWNE TIF	OLD TOWNE MARKETPLACE LLC	PAYMENT OF PROPERTY TAX	136,614.98
			CJC 3RD QTR	6,393.72
			ZOO 3RD QTR	1,598.43
			CITY 4TH QTR	29,895.40
			TOTAL:	174,502.53
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	HOEFER WELKER LLC	JANUARY 2022 GV POLICE STA	47,504.41
			TOTAL:	47,504.41
NON-DEPARTMENTAL	ARPA FUND	SOUTHWEST AIRLINES	OSENBAUGH: FLIGHT TO MO MA	488.96
			MURPHY: FLIGHT TO MO MAIN	488.96
			TOTAL:	977.92
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,062.99
		FAMILY SUPPORT PAYMENT CENTER	GROVE CASE 71049484	110.77
			DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.21
			AFLAC-W2 DD PRETAX	57.36
		MISCELLANEOUS HEADLEY, ROBERT	20-709300-01	864.53
		HACKETT, PAMELA	10-147500-01	8.14
		FOSSETT, IVA	10-216700-03	65.13
		WELCH, AVERY	10-221300-10	65.54
		MADRIGAL, KALEIGH	10-384000-10	60.81
		MEULI, AMY	10-425300-02	10.04
		GARDNER, EMMA	10-466101-05	15.54
		OTA UNDERGROUND LLC	10-801114-02	862.28
		BALDWIN-SKEES, PAULI	10-820081-02	83.67
		BRIAN BROWN, INC	10-822040-00	64.22
		CAMPBELL, JERRY	10-830370-06	29.32
		UMPHREYS, TAMMY	10-830380-07	15.54
		JONES, STACY	10-832255-04	0.46
		BISHOP, EARL	10-851010-02	83.67
		HOORMANN, MELANIE	10-901021-02	3.42
		PREMIUM CUSTOM HOMES	10-910300-00	15.54
		Y5 DEVELOPMENT	10-910906-00	55.36
		ELEVATE DESIGN & BUI	10-990000-00	15.54
		MIDWEST PUBLIC RISK	DENTAL	83.98
			OPEN ACCESS	107.52
			HSA	486.14
			HSA	460.87
			HSA	332.48
			VISION	6.40
			VISION	13.94
			VISION	26.29
			VISION	21.59
		HSA BANK	HSA - GRAIN VALLEY, MO	62.18
			HSA - GRAIN VALLEY, MO	554.81
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	161.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	290.57
			MISSIONSQUARE 457	444.05
			MISSIONSQUARE ROTH IRA	288.25
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,190.33
			SOCIAL SECURITY	2,037.21
			MEDICARE	476.46
			TOTAL:	12,751.11
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	JANUARY 2022 SERVICE	45.00
		NETSTANDARD INC	NETSTANDARD DATASAFE JAN 2	350.00
			CLARITY SERVICES MARCH 202	482.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	499.21
			BILL PRINT AND MAIL	86.58
			BILL PRINT AND MAIL	641.19
			BILL PRINT AND MAIL	111.23
		CITY OF INDEPENDENCE UTILITIES	13015CCF 12/15-01/13	20,243.25
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,003.45
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	5.59
		ADVANCE AUTO PARTS	TRAILER BALL	12.16
		OFFICE DEPOT	FILE	141.12
		COMCAST - HIERARCY ACCT	CITY HALL	49.64
			PW	46.74
			PW	74.53
			PW	122.95
			CITY HALL	10.87
		AMAZON.COM	SCANNER	439.99
			HARD DRIVE ENCLOSURE	9.46
		MISSOURI SECRETARY OF STATE	WEEMS: NOTARY FEE	13.12
		OREILLY AUTOMOTIVE INC	WINTER BLADE	16.29
			CONNECTOR	8.79
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	22.19
		TRI-COUNTY WATER AUTHORITY	CONSUMPTION	36,187.58
			DEBT	63,178.60
		MISSOURI ONE CALL SYSTEM INC	JAN 376 LOCATES	470.00
		BLUE SPRINGS WINWATER CO	10) SS .85 CTS INS STIFF	25.00
		STEVEN SMITH	1000) ORANGE SHUT OFF TAGS	22.50
		RICOH USA INC	PW C85162113	91.39
			PW C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	316.82
			BULK GASOHOL/DIESEL	401.57
		ESRI INC	ENTERPRISE AGREEMENT FEE	5,000.00
		FASTENAL COMPANY	6PC 10150 F PAINT MRKR	11.68
		USABLUBOOK	FIRE HYDRANT PRESSURE GAUG	386.02
		HOME DEPOT CREDIT SERVICES	3PC CLOSE QTRS TUBE CUTTER	35.06
		KC WHOLESALE	UNION	4.74
		MIDWEST PUBLIC RISK	DENTAL	53.28
			DENTAL	161.08
			OPEN ACCESS	254.24
			HSA	1,145.90
			HSA	796.37
			HSA	793.57
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	180.62
			HSA - GRAIN VALLEY, MO	457.16
		SC REALTY SERVICES	FEBRUARY 22 JANITORIAL SUP	212.45
		SPIRE	405 JAMES ROLLO DR	324.10

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			624 JAMES ROLLO CT	79.35
			711 S MAIN ST	28.58
			618 JAMES ROLLO CT	314.96
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	60.68
			PW/WOLTZ UNIFORMS	60.68
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QRTL Y PYMNT 12/08/21-03/07	70.38
		FARMTEK	PREMIUM TARP/POND LINER	43.56
		COMCAST	FEB 2022 FIBER	89.14
		VIKING-CIVES MIDWEST INC	3/8 MALE QUICK COUPLER HAN	17.83
		NEPTUNE TECHNOLOGY GROUP INC	42) 5/8 X 3/4 T-10 PLS	9,553.22
		RUSH TRUCK CENTER	GASKET IRREGULAR	15.98
			TUBE ENGINE OIL	88.38
		KLEINSCHMIDTS WESTERN STORE	GROVE/DZEKUNSKAS BOOTS/COA	193.92
		BURGER KING	SNOW TEAM MEALS	19.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,018.57
			MEDICARE	238.24
		CARHARTT	UTILITY JACKET	52.06
			SALES TAX REFUND	2.76-
		MOLLE CHEVROLET INC	SENSOR/CONNECTOR	29.10
		ARBYS	SNOW TEAM MEALS	19.02
			TOTAL:	148,697.00
SEWER	WATER/SEWER FUND	A&A ELECTRICAL INC	WORK ORDER: CHECK CIRCUIT	81.00
		AAA DISPOSAL SERVICE INC	JANUARY 2022 SERVICE	45.00
		NETSTANDARD INC	NETSTANDARD DATASAFE JAN 2	350.00
			CLARITY SERVICES MARCH 202	482.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	499.22
			BILL PRINT AND MAIL	86.58
			BILL PRINT AND MAIL	641.19
			BILL PRINT AND MAIL	111.23
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,003.46
		SAMS CLUB/GEGRB	KITCHEN SUPPLIES	5.59
		ADVANCE AUTO PARTS	TRAILER BALL	12.16
		OFFICE DEPOT	FILE	141.12
		COMCAST - HIERARCY ACCT	CITY HALL	49.64
			PW	46.74
			PW	74.53
			PW	122.95
			CITY HALL	10.87
		AMAZON.COM	SCANNER	440.00
			HARD DRIVE ENCLOSURE	9.46
		MISSOURI SECRETARY OF STATE	WEEMS: NOTARY FEE	13.13
		OREILLY AUTOMOTIVE INC	WINTER BLADE	16.29
			CONNECTOR	8.79
		COSENTINOS PRICE CHOPPER	SNOW TEAM MEALS	22.19
		STEVEN SMITH	1000) ORANGE SHUT OFF TAGS	22.50
		RICOH USA INC	PW C85162113	91.39
			PW C85162115	114.11
		HAMPEL OIL INC	BULK GASOHOL/DIESEL	316.82
			BULK GASOHOL/DIESEL	401.57
		ESRI INC	ENTERPRISE AGREEMENT FEE	5,000.00
		FASTENAL COMPANY	6PC 10150 F PAINT MRKR	11.68
		HOME DEPOT CREDIT SERVICES	3PC CLOSE QTRS TUBE CUTTER	35.06
		KC WHOLESALE	UNION	4.74
		MIDWEST PUBLIC RISK	DENTAL	53.24
			DENTAL	161.07

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OPEN ACCESS	254.24
			HSA	1,145.91
			HSA	796.38
			HSA	793.58
			HSA	647.52
		HSA BANK	HSA - GRAIN VALLEY, MO	180.61
			HSA - GRAIN VALLEY, MO	457.17
		SC REALTY SERVICES	FEBRUARY 22 JANITORIAL SUP	212.45
		SPIRE	405 JAMES ROLLO DR	324.09
			624 JAMES ROLLO CT	79.42
			711 S MAIN ST	28.64
			618 JAMES ROLLO CT	314.95
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	60.68
			PW/WOLTZ UNIFORMS	60.68
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	QRTLY PYMNT 12/08/21-03/07	70.38
		FARMTEK	PREMIUM TARP/POND LINER	43.56
		COMCAST	FEB 2022 FIBER	89.14
		VIKING-CIVES MIDWEST INC	3/8 MALE QUICK COUPLER HAN	17.83
		RUSH TRUCK CENTER	GASKET IRREGULAR	15.98
			TUBE ENGINE OIL	88.38
		KLEINSCHMIDTS WESTERN STORE	GROVE/DZEKUNSKAS BOOTS/COA	193.92
		BURGER KING	SNOW TEAM MEALS	19.40
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,018.59
			MEDICARE	238.19
		CARHARTT	UTILITY JACKET	52.06
			SALES TAX REFUND	2.76-
		MOLLE CHEVROLET INC	SENSOR/CONNECTOR	29.10
		ARBYS	SNOW TEAM MEALS	<u>19.02</u>
			TOTAL:	18,734.43
NON-DEPARTMENTAL	POOLED CASH FUND	VISA-CARD SERVICES 1184	VISA-CARD SERVICES 1184	1,124.47
		VISA-CARD SERVICES 1325	VISA-CARD SERVICES 1325	1,655.11
		VISA-CARD SERVICES 9016	VISA-CARD SERVICES 9016	880.28
		VISA-CARD SERVICES 1788	VISA-CARD SERVICES 1788	342.97
		VISA-CARD SERVICES 1739	VISA-CARD SERVICES 1739	1,576.65
		VISA-CARD SERVICES 9313	VISA-CARD SERVICES 9313	2,876.74
		VISA-CARD SERVICES 9321	VISA-CARD SERVICES 9321	519.91
		VISA-CARD SERVICES 1838	VISA-CARD SERVICES 1838	568.81
		VISA-CARD SERVICES 1846	VISA-CARD SERVICES 1846	1,199.00
		VISA-CARD SERVICES 1853	VISA-CARD SERVICES 1853	614.20

\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	HARRISON, TAYLOR DUANE	US REFUNDS	50.00
		HARRISON, TAYLOR DUANE	US REFUNDS	<u>50.00</u>
			TOTAL:	11,458.14

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

100	GENERAL FUND	108,629.83
200	PARK FUND	23,270.28
210	TRANSPORTATION	15,235.04
230	PUBLIC HEALTH	234.29
250	OLD TOWNE TIF	174,502.53
280	CAPITAL PROJECTS FUND	47,504.41
285	ARPA FUND	977.92
600	WATER/SEWER FUND	180,282.54
999	POOLED CASH FUND	11,358.14

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 GRAND TOTAL: 561,994.98  
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SELECTION CRITERIA

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SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 2/05/2022 THRU 2/18/2022  
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  
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PAYROLL SELECTION

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

PRINT OPTIONS

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

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM: YES  
-----

# *Resolutions*

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

<b>MEETING DATE</b>	02/28/2022	
<b>BILL NUMBER</b>	R22-21	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH J &amp; N UTILITIES INC. FOR THE RYAN MEADOWS STORM WATER IMPROVEMENTS</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$54,515.00
	Budget Line Item:	210-55-79600
	Balance Available	\$84,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To install an extension to the existing storm drain system from Ryan Meadows Subdivision which is causing a great deal of erosion at its current terminal location on the South Middle School property.	
<b>BACKGROUND</b>	Bids were received on February 8,2022 for the Ryan Meadows Stormwater Improvements project. Six bids were received with J & N Utilities, Inc. submitting the lowest and best bid.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	Project bids received on February 8,2022 with the lowest responsible bid submitted by J & N Utilities Inc. in the amount of \$54,515.00. The bid amount is below budget and the Engineer's estimate.	

<b>PUBLIC INFORMATION PROCESS</b>	Project was publicly advertised on January 18,2022 and Bids were publicly opened on February 8, 2022
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	The Community Development Staff recommends approval.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, J & N Utilities, Inc. bid submittal, and Bid Tabulation

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 28, 2022*  
RESOLUTION NUMBER  
*R22-21*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH J & N UTILITIES INC. FOR THE RYAN MEADOWS STORM WATER IMPROVEMENTS**

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

**WHEREAS**, the Board of Aldermen authorized in the 2021 budget, funding for the city to improve and extend to storm drain system serving Ryan Meadows subdivision; and

**WHEREAS**, the Board of Aldermen adopted Ordinance 2569 establishing the budget for Fiscal Year 2022 on December 13, 2021, appropriating funds for the storm water improvements, and capital improvements; and

**WHEREAS**, J & N Utilities, Inc. submitted the lowest responsible, responsive bid for the project.

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

**SECTION 1:** The City Administrator is hereby authorized to enter into an agreement with J & N Utilities, Inc. for the Ryan Meadows Storm Water Improvements:

*PASSED and APPROVED, via voice vote, ( - ) this 28<sup>th</sup> Day of February 2022.*

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Chuck Johnston  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

[R22-21]

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City of Grain Valley, Missouri  
711 Main ♦ Grain Valley, MO 64029  
Phone: (816) 847-6222 ♦ Fax: (816) 847-6209

**RYAN MEADOWS STORM WATER IMPROVEMENTS**

**BIDDER'S AFFIDAVIT**

STATE OF Missouri )  
 )ss:  
COUNTY OF Jackson ,

I Anthony M Lipari Sr (Name), representing J + N Utilities Inc. (Name of Bidder), (hereinafter "the Bidder") upon oath depose and state that neither the Bidder nor anyone in Bidder's employment has employed any person to solicit or procure this Contract nor will any agent, representative, employee, servant, officer, director, manager or member of Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that no part of the Contract Price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for the Bidder.

I further depose and state that the Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, or collusion, or communication, or conference with any person to fix the bid price of Bidder or of any other Bidder, and that all statements in said Bid are true.

I further depose and state that Bidder has and will continue to comply with any Affirmative Action Plan and Disadvantaged Business Enterprise Plan of the City of Grain Valley, Missouri, as well as all Ordinances and directives of the City referring to the participation of Small, Disadvantaged, Women owned and Minority Businesses applicable to this Bid and the Contract to be awarded through this Bidding Process.

I further depose and state that the undersigned, the Bidder, and all, officers, directors, employees and agents of Bidder and all Subcontractors and Suppliers Bidder intends to use if awarded the Contract, are not currently debarred or suspended from bidding on contracts with any governmental entity or agency, nor are any such persons or companies proposed to be debarred or suspended from bidding on such contracts, nor have any such persons or companies been excluded from participating in the Contract to be awarded through this bid process by any federal, state or local governmental entity or agency.

I further depose and state that neither the Bidder, nor any person who is an agent, representative, employee, servant, officer, director, manager or member of the Bidder has offered, gave, or agreed to give any employee or former employee of the City, any gratuity, payment or gift in connection with any decision, approval, disapproval, or recommendation, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

I further depose and state that Bidder has not received any payment or gratuity from a Subcontractor or Supplier, as an inducement for the award of a subcontract or a purchase order.

The undersigned further warrants that he or she has the authority to execute this affidavit on behalf of the Bidder.

  
\_\_\_\_\_  
Signature

Anthony M. Lipari Jr , before me, a Notary Public, personally appeared

to me known to be the person who executed the within Bidder's Affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My commission expires:

LISA S. CRAWFORD Notary Public - Notary Seal State of Missouri Commissioned for Lafayette County My Commission Expires: August 13, 2025 Commission Number: 13536017
--

**AFFIDAVIT of COMPLIANCE**

**(Section 285.530.2, Revised Statutes of Missouri)**

State of Missouri

County of Jackson ) ss:

Now this 8 day of Feb, 2022 the undersigned being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate, or LLC officer or Human Relations Director of J&N Utilities Inc ("Contractor").
3. I am authorized to make this affidavit on behalf of Contractor.
4. I state and affirm that Contractor is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, Contractor does not knowingly employ any person who is an unauthorized alien.
6. Further, Contractor has performed an electronic verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal 1-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of Contractor's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

[Signature]  
Authorized Agent, Partner, Owner or Officer

Anthony M Lipari Jr  
Printed Name

President  
Title

If Contractor has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Human Relations Director

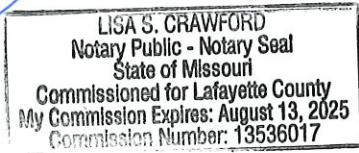
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Subscribed and sworn to before me this 8 day of February, 2022

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

My commission expires:  
8-13-2025



This form is promulgated pursuant to 15CSR 60-15.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540 RSMo., Supp. 2008.



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

J & N Utilities, Inc.  
PO Box 1284  
Blue Springs, MO 64013

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
151 N. Franklin Street  
Chicago, IL 60606  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

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

### BOND AMOUNT:

5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Ryan Meadows Storm Sewer Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of February, 2022.

J & N Utilities, Inc.

(Principal)

(Seal)

(Witness)

By: 

(Title)

Western Surety Company

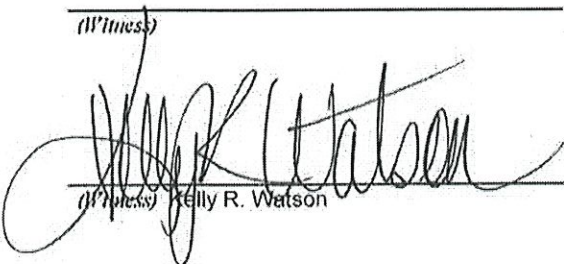
(Surety)

(Seal)

By: 

(Title) Tessa R. Turner

Attorney-in-Fact

  
(Witness) Kelly R. Watson



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Tessa R. Turner, Individually**

of, Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: J & N Utilities, Inc.  
Obligee: City of Grain Valley

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruffat*

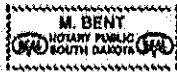
Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of February, 2022.

WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Company ID Number: 195810

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and J & N Utilities, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 195810

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **J & N Utilities, Inc.**

**Lisa Crawford**

Name (Please Type or Print)

Title

*Electronically Signed*

03/06/2008

Signature

Date

**Department of Homeland Security - Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

03/06/2008

Signature

Date



E-VERIFY IS A SERVICE OF DHS

# E-Verify

Company ID Number: 195810

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: J & R Utilities, Inc.

Company Facility Address: 6170 Industrial Drive

Blue Springs, MO 64014

Company Alternate Address:

Address: PO Box 1284

Blue Springs, MO 64014

County or Parish: JACKSON

Employer Identification Number:

Number: 483712400

North American Industry Classification System Code:

Code: 237

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified for:

for:

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

MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 195810

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

Name:	Lisa Crawford	Fax Number:	(816) 220 - 1925
Telephone Number:	(816) 220 - 1996		
E-mail Address:	lisac441@comcast.net		

**BID FORM**

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**ARTICLE 1- BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Grain Valley, Missouri**  
**C/O Richard Tuttle, City Engineer**  
**711 Main**  
**Grain Valley, Missouri 64029**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**Project – Ryan Meadows Storm Water Improvements**

Item No.	Description	Units	Quantity	Unit Price	Extension
1	Mobilization	LS	1	7,000	7,000 <sup>00</sup>
2	24" HDPE Drainage Pipe	LF	53	215 <sup>00</sup>	11,395 <sup>00</sup>
3	5 Foot Diameter Manhole	each	1	12,500	12,500 <sup>00</sup>
4	24-Inch Flared End Section	each	1	2,100 <sup>00</sup>	2,100 <sup>00</sup>
5	12-inch Rip Rap	SY	35	72 <sup>00</sup>	2,520 <sup>00</sup>
6	Fill and Restoration	LS	1	9,000	9,000 <sup>00</sup>
7	Force Account (Set)	1	FA	\$10,000.00	\$10,000.00
<b>Total Amount of Base Bid</b>					<b>54,515<sup>00</sup></b>

*Bid by for Ryan Meadows Storm Water Improvements*

**Total Amount of Bid for Project (Typed or Written)**

*J & M Utilities Inc.*

**Firm Name**

**The City reserves the right to adjust quantities for budget purposes**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 -TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 60 days of Notice to Proceed and will be completed and ready for final payment in accordance with Paragraph 14.10 of the General Conditions within 15 days of final punch list.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 -ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Bidders Affidavit;
  - C. E-Verify Affidavit;
  - D. List of Proposed Subcontractors;
  - E. List of Proposed Suppliers;
  - F. List of Equipment;
  - G. List of Contracts on Hand;
  - H. Evidence of authority to do business in the state of Missouri; or a written covenant to obtain such license within the time for acceptance of Bids;
  - I. Contractor's License No.: [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - J. All manufactured goods or commodities used or supplied under this contract must meet the requirements of the Domestic Products Procurement law RSMo 34.350- RSMo 34.359. Compliance certification must be submitted with the bid.
- 7.02 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

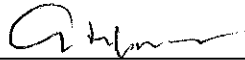
**ARTICLE 8 - BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

San Utilities Inc

By:

[Signature]



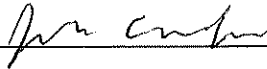
[Printed name]

Anthony M Lupani President

{If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.}

Attest:

[Signature]



[Printed name]

John Crawford

Title:

VP

Submittal Date:

2/2/20

Address for giving notices:

P.O. Box 1284

Blue Springs Mo 64014

Telephone Number:

916-220-1996

Fax Number:

916-220-1925

Contact Name and e-mail address:

hsshark@ymail.com

Mino Lupani

Bidder's License No.:

(where applicable)

### EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that he proposes to perform the work in the following manner and with the following equipment:

a. The work, if awarded, will have the personal supervision of whom?

John Crawford

b. List below the equipment that will be used or is available for use on this contract.

QUANTITY ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
	Large Excavator			AP & OLP 40 Hwy
	Att Skid Loader			AP & OLP 40 Hwy

Attach additional sheets if required.

**Ryan Meadows Stormwater Improvements**

Item No.	Item Description	Unit	Estimated Quantity	Radmacher Brothers													
				Engineer's Estimate		Blue Moon Hauling LLC		TC Fuller Construction LLC		Excavation Co. Inc		J & N Utilities		KAT Excavating Inc.		Kissick Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$10,200.00	\$10,200.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$23,200.00	\$23,200.00	\$9,000.00	\$9,000.00
2	24" HDPE Drainage Pipe	LF	53	\$200.00	\$10,600.00	\$258.00	\$13,674.00	\$612.00	\$32,436.00	\$100.00	\$5,300.00	\$215.00	\$11,395.00	\$197.00	\$10,441.00	\$260.00	\$13,780.00
3	5' Diameter Manhole	EA	1	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$21,427.00	\$21,427.00	\$17,325.00	\$17,325.00	\$12,500.00	\$12,500.00	\$9,600.00	\$9,600.00	\$15,997.00	\$15,997.00
4	24" Flared end Section	EA	1	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$15,068.00	\$15,068.00	\$1,275.00	\$1,275.00	\$2,100.00	\$2,100.00	\$1,300.00	\$1,300.00	\$3,377.00	\$3,377.00
5	12" Rip Rap	SY	35	\$90.00	\$3,150.00	\$222.00	\$7,770.00	\$439.00	\$15,365.00	\$100.00	\$3,500.00	\$72.00	\$2,520.00	\$55.00	\$1,925.00	\$369.00	\$12,915.00
6	Fill & Restoration	LS	1	\$20,000.00	\$20,000.00	\$9,010.00	\$9,010.00	\$38,393.00	\$38,393.00	\$12,600.00	\$12,600.00	\$9,000.00	\$9,000.00	\$15,500.00	\$15,500.00	\$33,329.00	\$33,329.00
7	Force Account (Set)	FA	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total of All Unit Price Bid Items					\$70,250.00		\$59,854.00		\$142,889.00		\$65,000.00		\$54,515.00		\$71,966.00		\$98,398.00

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

<b>MEETING DATE</b>	2/28/2022	
<b>BILL NUMBER</b>	R22-22	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET FOR THE PROJECTS IDENTIFIED FOR THE AMERICAN RECOVERY PLAN ACT FUNDING</b>	
<b>REQUESTING DEPARTMENT</b>	Administration and Finance	
<b>PRESENTER</b>	Ken Murphy, City Administrator Steven Craig, Finance Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$1,874,000
	Budget Line Item:	ARPA Fund 285
	Balance Available:	\$2,931,137*
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To amend the current budget (2022) for the projects identified for the ARPA Funding.	
<b>BACKGROUND</b>	The American Recovery Plan (ARP) is a comprehensive bill that was passed to revive the U.S. economy from the effects of the global pandemic. The ARP included the distribution of funds for states, tribal governments, and local units of governments and the City's allocation is \$2,931,137. A workshop was held on 2/7/22 to discuss potential uses of the funding and the Board of Aldermen voted unanimously to move forward with the proposed projects to include: the James Rollo sanitary sewer line, Tyler road water tower design, comprehensive master plan, parks master plan, downtown/main street program, police radios, court video arraignment, and license plate readers.	
<b>SPECIAL NOTES</b>	*City will receive the second round of funding in September 2022. Ineligible uses for the funding includes providing an offset in the reduction of taxes, deposits into a pension fund,	

	funding debt service or legal settlements, and deposits into a rainy-day fund or financial reserves.
<b>ANALYSIS</b>	N/A
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

*February 28, 2022*

RESOLUTION NUMBER

**R22-22**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY  
ESTABLISHING THE NEED TO AMEND THE 2022 BUDGET FOR THE PROJECTS  
IDENTIFIED FOR THE AMERICAN RECOVERY PLAN ACT FUNDING**

**WHEREAS**, the American Recovery Plan (ARP) is a comprehensive bill intended to revive the United States economy as it recovers from the effects of the global pandemic and was signed into law on March 11, 2021; and

**WHEREAS**, within the ARP there was a historic allocation of \$350 billion to states, tribal governments, and local units of government; and

**WHEREAS**, the City of Grain Valley will receive approximately \$2,931,137 and held a work shop on 2/7/2022 and unanimously approved moving forward with the proposed projects; and

**WHEREAS**, the 2022 budget needs to be amended to reflect both the revenue and the expenditures for the said projects.

**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 for the projects identified for the American Recovery Plan Act funding.

*PASSED and APPROVED, via voice vote, (\_\_\_ - \_\_\_) this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.*

---

Chuck Johnston  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

[R22-22]

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

<b>MEETING DATE</b>	02/28/2022	
<b>BILL NUMBER</b>	R22-23	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A LETTER OF INTENT AND APPLICATION TO THE MISSOURI MAIN STREET CONNECTION FOR A COMMUNITY EMPOWERMENT GRANT</b>	
<b>REQUESTING DEPARTMENT</b>	ADMINISTRATION	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$12,320
	Budget Line Item:	285-00-74260: \$12,320
	Balance Available	285-00-74260: \$12,320
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To commit to a 2-year grant period, if awarded, with Missouri Main Street Connection.	
<b>BACKGROUND</b>	Over the course of several years, the City has heard the community's desire to give time and attention to the "downtown" corridor of Grain Valley. This was particularly evident in the citizens survey completed in 2018. The City has become familiar with Missouri Main Street Connection, a nonprofit devoted to preservation-based economic development and believes that completing the programs four-point approach for downtown revitalization will be exponentially rewarding for the community. The Missouri Main Street program provides technical assistance and training to communities competitively selection for the Missouri Main Street Community Empowerment Grant Program. The approach covers areas such as: Organization, Promotion, Design and Economic Vitality.	
<b>SPECIAL NOTES</b>	If awarded, the grant is a 60/40 cost-share. Awards will be made in May.	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, Grant Application, Letter of Intent, and Resolution of Sponsoring Organization

*February 28, 2022*

RESOLUTION NUMBER

**R22-23**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A LETTER OF INTENT AND APPLICATION TO THE MISSOURI MAIN STREET CONNECTION FOR A COMMUNITY EMPOWERMENT GRANT**

**WHEREAS**, the community has indicated in various ways that downtown revitalization and preservation is important including listing it as a top 4 priority in a citizens survey conducted in 2018; and

**WHEREAS**, the City has a desire to strategically plan economic development efforts which increase the quality of life of a community; and

**WHEREAS**, recent developments in the area have spurred interest and attention to the downtown corridor of Grain Valley and community business owners and leaders are open to the idea of revitalization; and

**WHEREAS**, Missouri Main Street Connection (MMSC) offers a Community Empowerment Grant program to help communities start a Main Street program and begin building a successful downtown with new investment, businesses, residents, and events celebrating all that makes a downtown the heart of the community; and

**WHEREAS**, This Community Empowerment Grant program provides two years of hands-on training and provides “over the shoulder” guidance and encouragement to help build a strong foundation for long-lasting economic vitality for downtown; and

**WHEREAS**, The Board of Aldermen believe that local government support, volunteer support, and financial support exist in the community to generate a successful revitalization effort.

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

**SECTION 1:** That the Board of Aldermen have resolved by a majority vote to make a commitment during the 2-year grant period to attend a minimum of ½ plus 1 offered regional workshops or conference per year conducted by the Missouri Main Street Connection for the purpose of learning the Main Street Four-Point Approach to Revitalization, as described in the Community Empowerment Grant Application, during the startup phase of the local revitalization organization.

**SECTION 2:** That the Board of Aldermen hereby authorizes and directs the City Administrator to submit a grant application and commit to a 40% match for the Community Empowerment grant program.

*PASSED and APPROVED, via voice vote, ( - ) this 28<sup>th</sup> Day of February, 2022.*

---

Chuck Johnston  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk



# Letter of Intent - Sample

Applicants may use this format as a pattern or design their own Letter of Intent. In either case it should contain all the information below. **Put the Letter of Intent on the sponsoring organization's letterhead.**

date \_\_\_\_\_

Missouri Main Street Connection, Inc.  
attn: Gayla Roten, State Director  
PO Box 1066  
Branson, MO 65615-1066

Ms. Roten,

This Letter of Intent indicates the desire of \_\_\_\_\_  
(your organization's name)  
of \_\_\_\_\_ to file a complete application for the Missouri Main  
(city)  
Street Program's Community Empowerment Grant.

A copy of the Resolution committing our organization to the revitalization responsibilities, as outlined by the Missouri Main Street Program in the Community Empowerment Grant application, is attached.

This Letter of Intent, and the Resolution accompanying it, have been read and agreed upon by the following Directors and/or Officers of the sponsoring organization:

1. \_\_\_\_\_  
(print full name) (position) (signature)  
address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_  
e-mail: \_\_\_\_\_
2. \_\_\_\_\_  
(print full name) (position) (signature)  
address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_  
e-mail: \_\_\_\_\_
3. \_\_\_\_\_  
(print full name) (position) (signature)  
address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_  
e-mail: \_\_\_\_\_
4. \_\_\_\_\_  
(print full name) (position) (signature)  
address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_  
e-mail: \_\_\_\_\_

# Resolution of the Sponsoring Organization

We the undersigned have Resolved, by majority vote of the Board of Directors of \_\_\_\_\_, to make a commitment during the 2-year grant period to \_\_\_\_\_ (the sponsoring organization's name)

attend a minimum of ½ plus 1 offered regional workshops or conferences per year conducted by Missouri Main Street Connection for the purpose of learning the Main Street Four-Point Approach® to Revitalization, as described in the Community Empowerment Grant application, during the start-up phase of our local revitalization organization.

We understand that our organization or the participating individuals, will be responsible for the registration fees, travel costs and meals when attending these regional workshops and conferences.

We understand that the start-up phase for a successful local revitalization organization will require a commitment of at least two years of our time and energies.

We believe that local government support, volunteer support, and financial support exist in our community to generate a successful revitalization effort.

We, as the organization's representatives, commit to enlisting volunteers and raising the funds necessary for sustaining the revitalization effort as described in the Community Empowerment Grant application.

We also have agreed to meet the attendance requirements that will be determined for each of the on-site service visits provided in our community by MMSC as described in the Community Empowerment Grant application.

1. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ (A phone # required for at least two of the signers)

2. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ (A phone # required for at least two of the signers)

3. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

4. \_\_\_\_\_  
(print full name) (position) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

*By signing this Resolution, we understand that Missouri Main Street Connection does not offer financial grants to the designated Affiliate communities. If the complete application is approved and signed, extensive on-site technical assistance and training will be provided from Missouri Main Street Connection as its 60% cost share of the grant. It is also understood that the city or a local independent organization (the sponsoring organization) will provide the 40% cost share of the grant if the application is approved.* See next page →

# Resolution of the Sponsoring Organization

*By endorsing the Sponsoring Organization's Resolution, we understand that Missouri Main Street Connection does not offer financial grants to the designated Affiliate communities. If the complete application is approved and signed, extensive on-site technical assistance and training will be provided from Missouri Main Street Connection as their 60% cost share of the grant. It is also understood that the city or a local independent organization (the sponsoring organization) will provide the 40% cost share of the grant if the application is approved.*

**Signatures of two city officials are required as an endorsement of the Sponsoring Organization's Resolution:**

1. \_\_\_\_\_, Mayor \_\_\_\_\_  
(print full name) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

2. \_\_\_\_\_, City Council Member \_\_\_\_\_  
(print full name) (signature)

address: \_\_\_\_\_ city \_\_\_\_\_ zip \_\_\_\_\_

phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

**A copy of this Resolution and the Endorsement with signatures on both pages, must accompany the Letter of Intent.**

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Grain Valley City Hall  
711 Main Street  
Grain Valley, MO 64029  
816-847-6211  
Fax: 816-847-6202  
[www.cityofgrainvalley.org](http://www.cityofgrainvalley.org)

---

February 28, 2022

Missouri Main Street Connection  
Attn: Gayla Roten, State Director  
PO Box 1066  
Branson, MO 65615-1066

Ms. Roten,

This Letter of Intent indicates the desire of the City of Grain Valley, Missouri to file a complete application for the Missouri Main Street Program's Community Empowerment Grant.

A copy of the Resolution committing our organization to the revitalization responsibilities, as outlined by the Missouri Main Street Program in the Community Empowerment Grant application, is attached.

This Letter of Intent, and the Resolution accompanying it, have been read and agreed upon by the following Board of Aldermen members of the sponsoring organization:

1. Chuck Johnston, Mayor      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [cjohnston@cityofgrainvalley.org](mailto:cjohnston@cityofgrainvalley.org)
2. Tom Cleaver, Alderman      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [tcleaver@cityofgrainvalley.org](mailto:tcleaver@cityofgrainvalley.org)
3. Jayci Stratton, Alderman      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [jstratton@cityofgrainvalley.org](mailto:jstratton@cityofgrainvalley.org)
4. Rick Knox, Alderman      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [rknox@cityofgrainvalley.org](mailto:rknox@cityofgrainvalley.org)
5. Darren Mills, Alderman      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [dmills@cityofgrainvalley.org](mailto:dmills@cityofgrainvalley.org)
6. Bob Headley, Alderman      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [rheadley@cityofgrainvalley.org](mailto:rheadley@cityofgrainvalley.org)
7. Shea Bass, Alderman      Signature: \_\_\_\_\_  
Address: 711 Main Street Grain Valley, Missouri 64029  
Email: [sbass@cityofgrainvalley.org](mailto:sbass@cityofgrainvalley.org)

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# *Ordinances*

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

<b>MEETING DATE</b>	2/28/2022	
<b>BILL NUMBER</b>	B22-07	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2022 BUDGET FOR THE PROJECTS IDENTIFIED FOR THE AMERICAN RECOVERY PLAN ACT FUNDING</b>	
<b>REQUESTING DEPARTMENT</b>	Administration and Finance	
<b>PRESENTER</b>	Ken Murphy, City Administrator Steven Craig, Finance Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$1,874,000
	Budget Fund:	ARPA Fund 285
	Balance Available:	\$2,931,137*
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To amend the current budget (2022) for the projects identified for the ARPA Funding.	

<b>BACKGROUND</b>	<p>The American Recovery Plan (ARP) is a comprehensive bill that was passed to revive the U.S. economy from the effects of the global pandemic. The ARP included the distribution of funds for states, tribal governments, and local units of governments and the City's allocation is \$2,931,137. A workshop was held on 2/7/22 to discuss potential uses of the funding and the Board of Aldermen voted unanimously to move forward with the following projects:</p> <table border="1" data-bbox="727 533 1463 1016"> <thead> <tr> <th>Project</th> <th>Cost</th> <th>Timing</th> </tr> </thead> <tbody> <tr> <td>James Rollo Sanitary Sewer</td> <td>\$ 950,000</td> <td>2022/2023</td> </tr> <tr> <td>Tyer Road Water Tower Design</td> <td>\$ 400,000</td> <td>2022/2023</td> </tr> <tr> <td>Police Radios</td> <td>\$ 177,000</td> <td>2022</td> </tr> <tr> <td>Parks Master Plan</td> <td>\$ 75,000</td> <td>2023</td> </tr> <tr> <td>Comprehensive Master Plan</td> <td>\$ 125,000</td> <td>2023</td> </tr> <tr> <td>Police Body Cameras</td> <td>\$ 60,000</td> <td>2022</td> </tr> <tr> <td>Downtown/Main Street Program</td> <td>\$ 50,000</td> <td>2022</td> </tr> <tr> <td>Video Arraignment</td> <td>\$ 2,000</td> <td>2022</td> </tr> <tr> <td>License Plate Readers</td> <td>\$ 35,000</td> <td>2022</td> </tr> <tr> <td><b>TOTAL PROGRAMMED</b></td> <td><b>\$ 1,874,000</b></td> <td></td> </tr> <tr> <td><b>TOTAL PAYMENT AMOUNT</b></td> <td><b>\$ 2,931,137</b></td> <td></td> </tr> <tr> <td><b>TOTAL UNPROGRAMMED</b></td> <td><b>\$ 1,057,137</b></td> <td></td> </tr> </tbody> </table>	Project	Cost	Timing	James Rollo Sanitary Sewer	\$ 950,000	2022/2023	Tyer Road Water Tower Design	\$ 400,000	2022/2023	Police Radios	\$ 177,000	2022	Parks Master Plan	\$ 75,000	2023	Comprehensive Master Plan	\$ 125,000	2023	Police Body Cameras	\$ 60,000	2022	Downtown/Main Street Program	\$ 50,000	2022	Video Arraignment	\$ 2,000	2022	License Plate Readers	\$ 35,000	2022	<b>TOTAL PROGRAMMED</b>	<b>\$ 1,874,000</b>		<b>TOTAL PAYMENT AMOUNT</b>	<b>\$ 2,931,137</b>		<b>TOTAL UNPROGRAMMED</b>	<b>\$ 1,057,137</b>	
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<b>SPECIAL NOTES</b>	<p>*City will receive the second round of funding in September 2022. Ineligible uses for the funding includes providing an offset in the reduction of taxes, deposits into a pension fund, funding debt service or legal settlements, and deposits into a rainy-day fund or financial reserves.</p>																																							
<b>ANALYSIS</b>	N/A																																							
<b>PUBLIC INFORMATION PROCESS</b>	N/A																																							
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A																																							
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval																																							
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance																																							

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-07

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 FOR THE PROJECTS IDENTIFIED FOR THE AMERICAN RECOVERY PLAN ACT FUNDING**

**WHEREAS**, the American Recovery Plan (ARP) is a comprehensive bill intended to revive the United States economy as it recovers from the effects of the global pandemic and was signed into law on March 11, 2021; and

**WHEREAS**, the within the ARP there was an historic allocation of \$350 billion to states, tribal governments, and local units of government; and

**WHEREAS**, the City of Grain Valley will receive approximately \$2,931,137 and held a work shop on 2/7/2022 and unanimously approved moving forward with the proposed projects; and

**WHEREAS**, the 2022 budget needs to be amended to reflect both the revenue and the expenditures for the said projects.

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

**SECTION 1:** The City Administrator is hereby authorized to amend the 2022 budget to reflect both the revenues and expenditures by \$1,874,000 to allocate funding within the ARPA Fund for the James Rollo sanitary sewer line, Tyer Road water tower design, comprehensive master plan, police body cameras, parks master plan, downtown/Main Street program, police radios, court video arraignment, and license plate readers.

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**

<b>MEETING DATE</b>	02/28/2022	
<b>BILL NUMBER</b>	B22-08	
<b>AGENDA TITLE</b>	<p><b>AN ORDINANCE REPEALING ORDINANCE NO. 2493 WHICH APPROVED AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, STAR ACQUISITIONS, INC., AND MILDRED C. WILLIAMSON, AS TRUSTEE OF THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001 AND APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, JEFFREY D. FOWLER AND TARA KAYLEE HOLT, AS SUCCESSOR CO-TRUSTEES AND RESIDUARY BENEFICIARIES OF THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001, AND MCW LEGACY INVESTORS, LLC, A MISSOURI LIMITED LIABILITY COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT</b></p>	
<b>REQUESTING DEPARTMENT</b>	LEGAL	
<b>PRESENTER</b>	Lauber Municipal Law	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To allow for the change of ownership for the parcel and building	
<b>BACKGROUND</b>	See Staff Memo	
<b>SPECIAL NOTES</b>	The current Price Chopper lease will remain in effect	
<b>ANALYSIS</b>	N/A	

<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Staff Memo, and Assignment and Assumption Agreement

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-08

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

**AN ORDINANCE REPEALING ORDINANCE NO. 2493 WHICH APPROVED AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, STAR ACQUISITIONS, INC., AND MILDRED C. WILLIAMSON, AS TRUSTEE OF THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001 AND APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT AMONG THE CITY OF GRAIN VALLEY, JEFFREY D. FOWLER AND TARA KAYLEE HOLT, AS SUCCESSOR CO-TRUSTEES AND RESIDUARY BENEFICIARIES OF THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001, AND MCW LEGACY INVESTORS, LLC, A MISSOURI LIMITED LIABILITY COMPANY AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

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

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

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

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

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

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

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

**WHEREAS**, On January 27, 2020, the City passed Ordinance No. 2493, approving an Assignment and Assumption agreement pursuant to Section 28.E of the Amended TIF Contract approving a sale of the grocery store portion of the Redevelopment Area to Mildred C. Williamson, as Trustee of the Mildred C. Williamson Trust dated March 6, 2001.

**WHEREAS**, On November 2, 2020, Mildred C. Williamson, Grantor and Trustee of the aforementioned trust passed, at which time Jeffrey D. Fowler and Tara Kaylee Holt became the Successor Co-Trustees and the residuary beneficiaries of the Trust.

**WHEREAS**, the Mildred C. Williamson Trust dated March 6, 2001 now desires to sell and assign certain rights to MCW Legacy Investors, LLC in accordance with the attached Assignment and Assumption Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI**, as follows:

**SECTION 1:** That Ordinance No. 2493, approving an Assignment and Assumption Agreement among the City of Grain Valley, STAR Acquisitions, Inc., and Mildred C. Williamson Trust dated March 6, 2001 is hereby repealed and said Assignment and Assumption Agreement between the City, STAR Acquisitions, Inc., and Mildred C. Williamson Trust dated March 6, 2001 is hereby terminated.

**SECTION 2:** That pursuant to Section 28.E of the Amended TIF Contract the Board of Aldermen approves of the proposed sale of the grocery store portion of the Redevelopment Area to MCW Legacy Investors, LLC.

**SECTION 3:** That the Assignment and Assumption Agreement Among the City of Grain Valley, Missouri, Mildred C. Williamson Trust dated March 6, 2001, and MCW Legacy Investors, LLC (the "Assignment and Assumption Agreement"), a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

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

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



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

**EXHIBIT A**

ASSIGNMENT AND ASSUMPTION AGREEMENT  
AMONG THE CITY OF GRAIN VALLEY, JEFFREY D. FOWLER AND TARA KAYLEE  
HOLT, AS SUCCESSOR CO-TRUSTEES AND THE RESIDUARY BENEFICIARIES OF  
THE MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001, AND MCW LEGACY  
INVESTORS, LLC, A MISSOURI LIMITED LIABILITY COMPANY.



LAUBER MUNICIPAL LAW, LLC

*Serving those who serve the public*

## Memo

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

**From:** Joe Lauber, Economic Development Special Counsel

**Date:** February 21, 2022

**Re:** Outline of Key Points of Assignment and Assumption Agreement

---

### **Background:**

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

The City previously approved an Assignment and Assumption Agreement on January 27, 2020, to Mildred C. Williamson Trust dated March 6, 2001 (the “Trust”). Since the City approved this Assignment and Assumption Agreement, Ms. Williamson has passed. The residuary beneficiaries of the Trust wish to assume the responsibilities of maintaining the property under an LLC.

### **Summary of Changes to the Form Assignment and Assumption Agreement**

- **Parties (3):**
  - City of Grain Valley
  - Jeffrey D. Fowler and Tara Kaylee Holt, as Successor Co-Trustees and Residuary Beneficiaries of the Mildred C. Williamson Trust dated March 6, 2001
  - MCW Legacy Investors, LLC, a Missouri limited liability company
- **Section 5- Specific Assignment and Assumption**
  - Reference to TIF Contract Section 5 requirements related to Project Improvement has been deleted because the grocery store portion of the Redevelopment Projects has been completed.
  - Reference to TIF Contract Section 6 regarding the redevelopment schedule for the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.

- Reference to TIF Contract Section 9 regarding design criteria of the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 10 requirements for dedication of right of way for the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 11 requirements for a certificate of completion and compliance for the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 15 provisions related to the assessed valuation of portions of the Redevelopment Project which are not the grocery store portion of the Redevelopment Projects has been deleted.
- Reference to TIF Contract Section 29 requirements that progress reports related to the completion of the grocery store portion of the Redevelopment Projects has been deleted because that portion of the development has been completed.
- Reference to TIF Contract Section 38 provision related to excusable delays has been amended to move the definition of excusable delays into that section.
- **Sections 7 & 8- Provisions Related to the Assignee (Buyer)**
  - These sections have been amended to provide information about the Assignee (buyer) for this specific assignment and assumption.
- **Section 9- Assignment of Rights**
  - This was a new section added to the form Assignment and Assumption Agreement to clarify the Assignment rights of the parties in 2020. It established that STAR will continue to receive TIF and CID revenues generated from this portion of the Redevelopment Area.
  - This section was omitted from this Assignment and Assumption because MCW is taking over exactly what was assigned and assumed by the Trust in 2020.

**Information Regarding Buyer**

- The previous Buyer is a wealthy individual that purchased the Property with 1031 cash proceeds (i.e., sales proceeds from another commercial asset she recently sold). The previous Buyer was responsible for any long-term and certain capital improvements or repairs to the building. The tenant, Cosentino's, remained in place and was not affected by the 2020 sale of the Property.
- The current Buyer is a Missouri Limited Liability Company, made up of the Co-Trustees of the Trust purchaser in 2020.
- MCW, the proposed purchaser, has all the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer and the previous buyer. They are the descendants of the previous Trust purchaser and hold all the same qualifications.

**Staff and Consultants Recommendation:**

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

\* \* \*

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is dated as of the \_\_\_ day of \_\_\_\_\_, 2022 (the "**Effective Date**") and is made by and between JEFFREY D. FOWLER and TARA KAYLEE HOLT, Co-Trustees of the MILDRED C. WILLIAMSON TRUST DATED MARCH 6, 2001 ("**Assignor**"), MCW LEGACY INVESTORS, LLC, a Missouri limited liability company ("**Assignee**"), and the CITY OF GRAIN VALLEY, MISSOURI, a municipal corporation (the "**City**").

### RECITALS

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

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

C. On January 27, 2020, STAR Acquisitions, Inc. entered into that certain Assignment and Assumption Agreement with Assignor and the City whereby STAR Acquisitions, Inc. assigned, and Assignor assumed, certain duties and obligations under the TIF Contract and Plan (as more fully described therein) with respect to the property described in **Exhibit A** to this Assignment (the "**Subject Property**"), and Assignor agreed to assume and perform all such duties and obligations under the TIF Contract with respect to the Subject Property.

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

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

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

1. Recitals Incorporated and Definitions. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof. Any capitalized terms set forth in this Assignment that are not defined herein shall have the meaning given to such terms in the TIF Contract.

2. Term of Agreement. This Agreement shall commence upon the Effective Date and shall terminate upon the termination or expiration of the TIF Contract, which shall be no later than September 26, 2033 (the "**Term**").
3. General Assignment and Assumption. Assignor hereby assigns, and Assignee hereby acknowledges, assumes and agrees to perform the obligations, covenants and agreements of Assignor under the TIF Contract with respect to the Subject Property, but only as explicitly and exhaustively described below.
4. Release of Assignor. Upon recording of this Assignment or a memorandum of this Assignment, Assignor shall be fully and completely released from any and all obligations under the TIF Contract with respect to the Subject Property, after which time the City's remedies for an Assignee default hereunder shall be directly against Assignee pursuant to the terms hereof, and in no event shall the City's enforcement against Assignee affect Assignor's rights under the TIF Contract.
5. Specific Assignment and Assumption. Assignor hereby assigns, and Assignee hereby specifically acknowledges, assumes and agrees to perform the following obligations, covenants and agreements set forth in the TIF Contract, as modified in certain instances below:

#### **Sec. 10. Control of Project.**

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

#### **Sec. 15. PILOTs.**

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

other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to ensure the timely payment of all such sums or of the principal of and interest on any outstanding obligations secured by such payments.

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

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

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

- A. Existing Users in the City. Without the approval of the City, Assignee shall not cause the relocation of a tenant into the Subject Property, which is then open and operating in the City and then ceases to operate the existing facility within one (1) year of the opening of the new facility within the Subject Property.

- B. In the event Assignee violates the requirements of this subsection and fails to receive the prior approval of the City as set forth above, for each such violation Assignee shall pay to the City an amount equal to **two (2)** times the amount of all local retail sales taxes generated by such store at its prior location during the preceding calendar year (“**Relocation Penalty Payment**”). Any Relocation Penalty Payment shall be due and payable within **fifteen (15)** business days after receipt of written notice from the City for such payment. Failure to make any Relocation Penalty Payment when due shall be an event of default of this Assignment and Assignee shall be subject to the remedies set forth herein.
- C. Surplus or Second-Hand Stores. Without City approval, which approval shall not be unreasonably withheld, Assignee shall not lease or sell any of the Subject Property to a surplus or second-hand store. For the purpose of this section, a surplus or second-hand store shall be defined as a store whose primary business is the sale of used or second-hand merchandise, such as a thrift shop or a flea market.
- D. Gasoline Station/Convenience Stores. Without City approval, the Assignee shall not sell or lease any of the Subject Property to a gasoline station/convenience store on the Subject Property in the Redevelopment Project Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where as the primary business gasoline, diesel fuel, and oil is dispensed at retail. Uses may also include the sale of cold drinks, packaged foods, prepared foods that would otherwise constitute fast foods, tobacco and similar household convenience goods for station customers.
- E. Auto Repair Businesses or Lube Shops. Assignee shall not, without City approval, sell or lease any of the Subject Property to a store whose primary business is as an automobile repair or similar business that includes garage doors as a primary feature of its facility; provided, however, such exclusion shall not apply to national tire, oil change or battery retailers specifically Discount Tire, Tires Plus, National Tire and Battery ("NTB"), etc.
- F. Non-Sales Tax Generating Businesses. Assignee shall not, without City approval, sell or lease for development to non-sales tax generating businesses such as office uses or fitness centers. For purposes of this section, a non-sales tax generating business shall be any business projected to generate less than \$50 per square foot of retail sales.

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



## **Economic Activity Taxes and Community Improvement District Taxes**

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district ("**TIF District**") created by the City and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Grain Valley Market Place shopping center (including Tenant's Premises) is located within the boundaries of a Community Improvement District ("**CID**") which will have the power to impose a sales tax on any retail sales generated within Tenant's Premises. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF as well as the CID.

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

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

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

### **Sec. 28. Sale of Subject Property.**

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

running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Assignment.

B. Incorporation. The restrictions set forth above in **Section 27**, shall be incorporated into any deed or other instrument conveying an interest in the Subject Property, other than a lease agreement, and shall provide that said obligations or restrictions shall constitute a benefit held by both Assignee and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Assignee to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Subject Property. Notwithstanding the foregoing, none of the provisions of this **Section 28.B** are required to be incorporated into any deed or other instrument if they are already included in a Declaration of Restrictive Covenants to which the Subject Property is subject.

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

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

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

**Sec. 32. Assignment of Obligations**

A. Assignee agrees that this Assignment and the duties and obligations hereunder may not and shall not be assigned by Assignee without the prior written consent of the City, which consent will not be unreasonably

withheld. Any proposed assignee shall have all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Assignee under this Assignment.

- B. Any proposed assignee shall, utilizing a form substantively and substantially similar to this Assignment (the "**Subsequent Assignment Agreement**"), expressly for the benefit of City, assume all of the obligations of Assignee under this Assignment and agree to be subject to all the conditions and restrictions to which Assignee is subject. For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Assignee (other than to an Affiliate of Assignee) that results in a change in management control of Assignee will constitute an assignment of this Agreement. Upon approval of the Subsequent Assignment Agreement by City as set forth herein, Assignee shall be released from such obligations accruing after the date of such assignment.
- C. Notwithstanding anything herein to the contrary, for purposes of securing financing, Assignee may, without the City's consent, assign or pledge its rights under this Assignment, but Assignee shall provide City with notice of any such assignment or pledge and include with such notice an acknowledgement by the lender providing such financing that it has received a copy of this Assignment and reviewed the provisions of this Section regarding the restrictions on assignment. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Assignment.

### **Sec. 36. Indemnification**

- A. Assignee shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "Indemnified Parties" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Assignee, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Assignment and/or in connection with the ownership, use or occupancy and development or redevelopment of the Subject Property or a portion thereof and the improvements thereon.
- B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Assignee may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Assignee of the

occurrence of such event. After receipt of such notice, Assignee may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Assignee, utilizing counsel of Assignee's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Assignee shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Assignee asserting Assignee's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Assignee for payment and, within thirty (30) business days after such submission, Assignee shall transfer to the Indemnified Party sufficient funds to pay such bills. Assignee acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

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

### **Sec. 37. Breach Compliance**

- A. If Assignee does not comply with provisions of this Assignment, and if, within ninety (90) days after notice of such default by the City, Assignee shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said

ninety (90) day period (but in any event Assignee shall not have cured such default within one hundred and eighty (180) days), then the City may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance. If any action is instituted by the City hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Assignment.

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

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

- 6. City's Consent and Release. Upon the execution of this Assignment by City, the assignment and assumption provided for in Sections 3 and 5 shall be deemed to have

been approved and consented to by the City, and Assignor shall be deemed to have been released from Assignor's duties and obligations under the TIF Contract with respect to the Subject Property.

7. Representations and Warranties of Assignee. Assignee is qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Assignment and to perform its obligations hereunder. This Assignment, assuming the due execution and delivery hereof by Assignor and City, constitutes legally valid and binding obligations of Assignee, enforceable against Assignee in accordance with the terms and conditions herein.
8. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

MCW Legacy Investors, LLC  
1806 N.W. Mya Court  
Grain Valley, MO 64029

With a copy to:

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

If to Assignor:

Jeffrey D. Fowler and Tara Kaylee Holt, Co-Trustees  
Mildred C. Williamson Trust  
1806 N.W. Mya Court  
Grain Valley, MO 64029

With a copy to:

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

Independence, MO 64050

If to City:

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

With a copy to:

Joseph G. Lauber, Esq.  
Lauber Municipal Law, LLC  
250 NE Tudor Road  
Lee's Summit, Missouri 64086

9. Intentionally Omitted
10. Preserving the Tax-Exempt Status of Financing. The City may waive any requirement of this Agreement that imposes requirements or limitations on the Assignee or any party that is subject to the obligations and restrictions of this Agreement to the extent the City determines in its sole discretion that the waiver is necessary or appropriate in order to facilitate or maintain tax exempt financing.
11. Successors and Assigns. All rights, benefits and obligations of Assignor and Assignee hereunder shall inure to and bind Assignor and Assignee, respectively, and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
12. Governing Law. This Assignment shall be governed by the laws of the State of Missouri.
13. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
14. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Assignment and the transactions contemplated herein.
15. Recording. This Assignment, or a memorandum of this Assignment, shall be recorded in the office of the Recorder of Deeds for Jackson County, Missouri by Assignee at its sole cost and expense.

[Remainder of this page intentionally left blank]

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

**ASSIGNOR:**  
THE MILDRED C. WILLIAMSON  
TRUST DATED MARCH 6, 2001

By: \_\_\_\_\_  
Jeffrey D. Fowler, Co-Trustee

By: \_\_\_\_\_  
Tara Kaylee Holt, Co-Trustee

Acknowledgment - Trustee

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me, a Notary Public in and for said state, personally appeared Jeffrey D. Fowler, Co-Trustee of The Mildred C. Williamson Trust dated March 6, 2001, personally known by me to be the person who executed the within instrument on behalf of said Trust and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:  
  
\_\_\_\_\_



Acknowledgment - Trustee

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me, a Notary Public in and for said state, personally appeared Tara Kaylee Holt, Co-Trustee of The Mildred C. Williamson Trust dated March 6, 2001, personally known by me to be the person who executed the within instrument on behalf of said Trust and acknowledged to me that she executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

**ASSIGNEE:**

MCW LEGACY INVESTORS, LLC

By: \_\_\_\_\_  
Jeffrey D. Fowler, Member

By: \_\_\_\_\_  
Tara Kaylee Holt, Member

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me, a Notary Public in and for said state, personally appeared Jeffrey D. Fowler, a member of MCW Legacy Investors, LLC, personally known by me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:  
  
\_\_\_\_\_



**CITY:**

THE CITY OF GRAIN VALLEY,  
MISSOURI

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

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

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did say that he/she is the Mayor of the City of Grain Valley, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Aldermen, and acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A TO ASSIGNMENT AGREEMENT**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

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

**EXHIBIT B TO ASSIGNMENT AGREEMENT**

**Form of Affidavit of Work Authorization**

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

STATE OF MISSOURI            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

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

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

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

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

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

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

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

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

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

\_\_\_\_\_.

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

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

Further, Affiant saith not.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
AFFIANT PRINTED NAME

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My Commission Expires:

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

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

**PLEASE NOTE:**

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

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

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

<b>MEETING DATE</b>	2/28/2022	
<b>BILL NUMBER</b>	B22-09	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY IN GRAIN VALLEY, MISSOURI TO CONSOLIDATED LIBRARY DISTRICT No. 3 d/b/a MID-CONTINENT PUBLIC LIBRARY AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO EFFECTUATE AND CLOSE SAID TRANSACTION</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Ken Murphy, City Administrator	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To sell approximately 3.6 acres of city owned land to Mid-Continent Public Library for the purpose of constructing a new library.	
<b>BACKGROUND</b>	Mid-Continent Public Library has been looking for land inside the city limits to construct a new library for residents in and around Grain Valley.	
<b>SPECIAL NOTES</b>	The sale of this piece of land still leaves approximately 45 acres of land owned by the city.	
<b>ANALYSIS</b>	Staff has worked with representatives from the library to come to agreeable terms.	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance and Offer to Purchase/Site Layout

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-09

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

**AN ORDINANCE APPROVING THE SALE OF CERTAIN REAL PROPERTY IN GRAIN VALLEY, MISSOURI TO CONSOLIDATED LIBRARY DISTRICT NO. 3 D/B/A MID-CONTINENT PUBLIC LIBRARY AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO EFFECTUATE AND CLOSE SAID TRANSACTION**

**WHEREAS**, the Mayor and Board of Aldermen authorized the City Administrator to negotiate the sale of real property located in Grain Valley, Jackson County, Missouri; and

**WHEREAS**, the negotiated and agreeable terms for both the City and the Buyer resulted in a sale price of \$320,000; and

**WHEREAS**, the real estate transaction is ready for contract execution and closing pending authorization by the Board of Aldermen for the City Administrator to execute all necessary documents required to effectuate the transaction; and

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

**SECTION 1:** Approval and Ratification:

The sale of certain described real property by the City of Grain Valley, Missouri, to Consolidated Library District No. 3 d/b/a Mid-Continent Public Library, as set forth in Exhibit A, incorporated by reference herein.

**SECTION 2:** Authority to Execute Closing Documents:

The City Administrator is hereby authorized to execute any and all documents required to effectuate the transactions identified in this ordinance.

Read two times and PASSED by the Board of Aldermen this \_\_\_\_day of February, 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

## Offer to Purchase Vacant (Unimproved) Land

The undersigned Steven V. Potter, acting in behalf of and pending final approval from Consolidated Library District No. 3 d/b/a Mid-Continent Public Library, a political subdivision organized and existing under the laws of the state of Missouri with principal office located at 15616 E. US Hwy 24, Independence, MO 64050, referred to herein as **Purchaser**, hereby offers to purchase the unimproved real property owned by City of Grain Valley, a political subdivision organized and existing under the laws of the state of Missouri, with its principal office located at 711 Main St., Grain Valley, MO 64029, referred to herein as **Seller**.

1. The description of the unimproved real property (referred to herein as **Property**) is as follows:

**Approximately 3.6 acres of land found along the far north side of the “Sni-A-Bar Farm” property along South Buckner-Tarsney Road (roughly 6010 S. Buckner Tarsney Rd). See Exhibit A. Final property to be acquired will be identified through survey and legal description.**

2. Transfer of title to *Purchaser* shall include all right, title, and interest of *Seller* in the *Property*; subject to roads, rights of way, and easements adjacent or on *Property*.

3. The title to the *Property* when delivered to *Purchaser* shall be by warranty deed conveying good and marketable title, free and clear of all liens, encumbrances, exceptions, and reservations; except those permitted exceptions agreed to by the parties. Such good and marketable title shall be evidenced by a standard form title insurance commitment issued by Stewart Title Company, 700 NE R D Mize Rd., Blue Springs, MO 64014, subject only to the matters set forth in this Agreement.

4. *Purchaser* shall provide to *Seller* a Recreational Trail Easement that shall allow the *Seller* to construct, maintain, and access a trail, as similarly described in Exhibit A.

5. The purchase price shall be \$320,000 cash.

6. *Purchaser* will tender to *Seller* as earnest money on acceptance of this offer \$3,000 cash. This earnest money shall be delivered to Grain Valley City Administrator by certified or cashier's check. In the event this offer is not accepted by the *Seller*, the earnest money shall be returned to *Purchaser*. In the event this offer is accepted by *Seller* and the *Purchaser* fails to perform the terms of this agreement, the earnest shall be forfeited as and for liquidated damages suffered by *Seller*. If all contract terms are met, earnest money shall be applied to purchase price.

7. Taxes and special assessments shall be prorated to the closing date. Existing insurance shall be cancelled on the date of closing.

8. Possession of the *Property* shall be delivered to the undersigned on or before the 15<sup>th</sup> day of November 2021.

9. In addition, Seller requires the following conditions to be accepted to conclude the sale and transfer of property.

- There shall be assurance by *Seller* that there will be no construction between *Property* and the 100-year flood line. *Construction* is defined as the building or erection of any building or structure; including structural alterations of an existing building or structure, or the making of any additions to a building or structure.
- *Seller* shall install a city water supply line abutting the *Property* at no cost to *Purchaser*. *Seller* and *Purchaser* shall coordinate a reasonable timeline so that the installation of the city water supply line is in place for the construction phase and shall be ready for when *Purchaser* is ready to connect.
- If *Purchaser* decides to connect to the city sanitary sewer line to the north, *Seller* shall install a sleeve or casing of appropriate size under Blue Branch Creek, obtain the permit, and restore the creek to original condition or as required by applicable authority. The *Seller* shall also install a sleeve or casing under Rock Creek Lane, to permit the *Purchaser* to connect to a Public Sewer on the North side of that Street. The method of installing the casings shall be determined by the *Seller*. *Seller* and *Purchaser* shall coordinate the installation of the connection. *Purchaser* shall be responsible for the installation cost of their private sewer conveyance system only as required for their use and capacity.
- If *Seller* determines that there is a need to expand or upgrade the sanitary sewer system and/or capacity of the *Purchaser's* system noted above, for any reason including connecting of other parties to the system (now or in the future), the system shall then be designated a Public Sewer System, and the *Purchaser* shall give up ownership of the system at no cost to the *Seller*. All costs above and beyond that of a sewer system sufficient for the *Purchaser's* use and capacity shall be incurred by *Seller* (including the pump station and/or any other components as may be necessary for the system to become a public system.).
- The *Purchaser* understands that a portion of Buckner Tarsney Road will need to be widened for a center turn lane, at the *Purchaser's* cost. Center turn lane will match the existing turn lane, have matching shoulder dimensions and roadway details. *Purchaser* and *Seller* will coordinate the design of the road widening in such a way as to not require relocation of any power poles, nor relocation of any other public or private utilities. Should *Seller* request or require any additional upgrades or components beyond *Purchaser's* scope, *Seller* will incur costs. *Purchaser* will construct sidewalk from end of existing sidewalk to the new *Purchaser* south property line.
- *Seller* agrees to provide and/or acquire all easements and right of way as may be required for road widening, and/or *Purchaser's* sewer conveyance system installation, to the point at which that sewer system connects with public sewer. *Seller* shall also include all easements as necessary to cross streams, roads, and/or private property for work described above.

10. *Purchaser* agrees to comply with all federal, state, and local law regulations and requirements.

11. This offer is void if not accepted by Seller in writing on or before five o'clock pm., on 15<sup>th</sup> day of October 2021. Acceptance shall be in writing delivered to me at 15616 E. US Hwy 24, Independence, MO 64050

This offer is made this 21st day of September 2021.

Steven V. Potter, on behalf of Mid-Continent Public Library



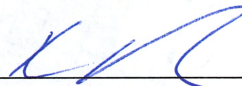
Digitally signed by Steven V. Potter  
Location: Independence, MO  
Date: 2021.09.22 07:52:05 -05'00'

**(Signature of Purchaser)**

I hereby accept the offer described above on this the 28<sup>th</sup> day of September 2021.

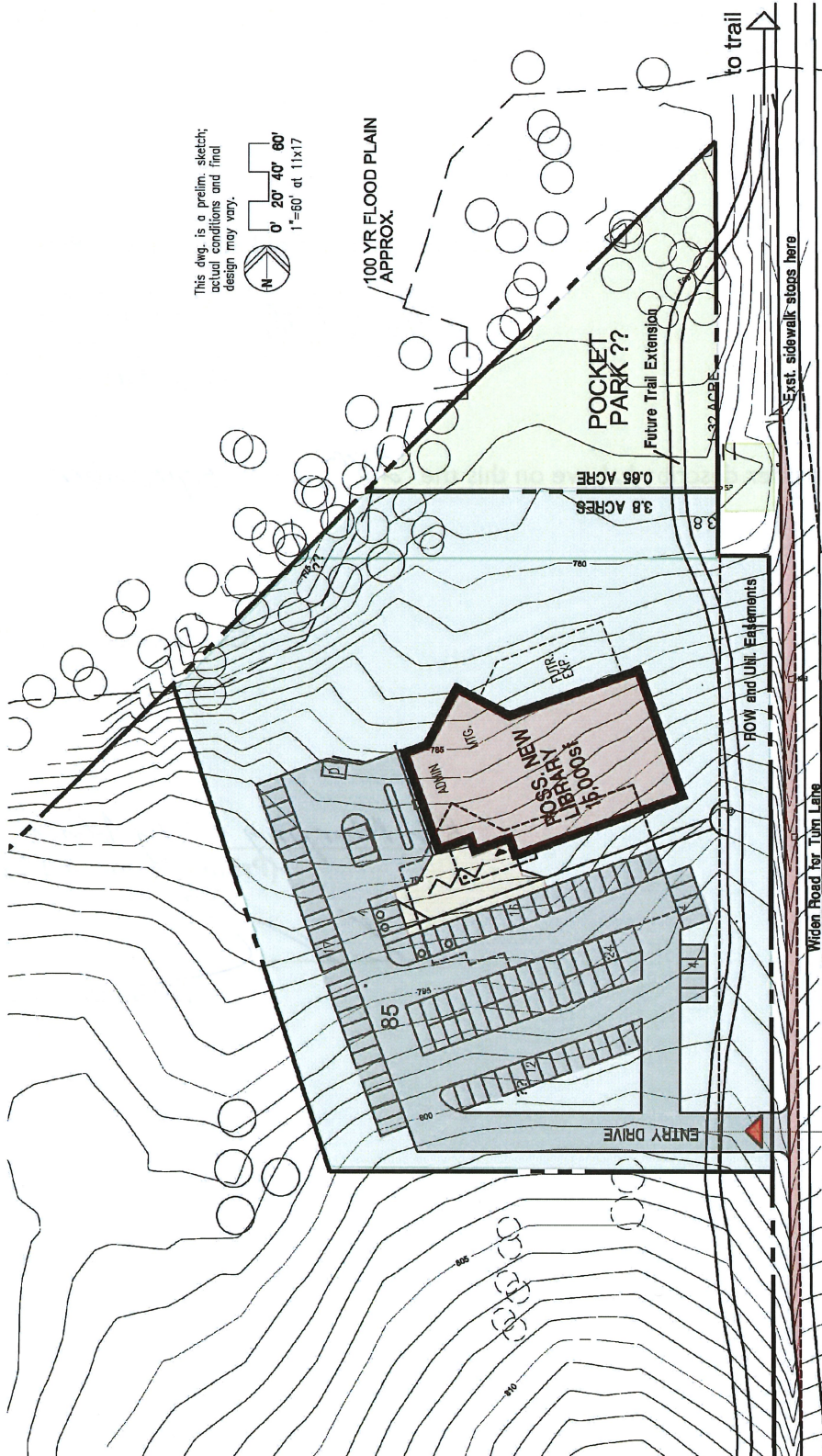
City of Grain Valley (**Seller**)

Ken Murphy - City Administrator  
**(Printed Name and Office)**

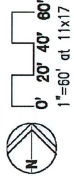


**(Signature of Officer)**

Exhibit A



This dwg. is a prelim. sketch; actual conditions and final design may vary.



MCPL - GRAIN VALLEY BRANCH LIBRARY  
 GRAIN VALLEY, MO

PRIVATE DRIVEWAYS

WIDEN ROAD FOR TURN LANE

ROW and UNL. Easements

Exst. sidewalk stops here

to trail

LIBRARY SITE OPTIONS

OPTION 8-6-21

D.5

SAPP DESIGN ARCHITECTS



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

<b>MEETING DATE</b>	2/28/2022	
<b>BILL NUMBER</b>	B22-10	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE MULTI-FAMILY 3<sup>rd</sup> PLAT</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To gain final plat approval for Eagle Ridge Multi-family 3 <sup>rd</sup> plat.	
<b>BACKGROUND</b>	The preliminary plat was approved by the Planning and Zoning Commission on November 18,2020. The property is zoned District R-2 (Duplex Family Residential). There are 32 lots in this plat.	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	This final plat is an extension of the existing Eagle Ridge multi-family subdivision and will contain 32 lots. The structures will be two-family residences and will be very similar in style/ size as the existing homes on NW Eagle Ridge Drive. This final plat is in conformance with City standards and engineering civil plans have been approved by City Engineer.	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	The Planning and Zoning Commission recommended approval at the February 9, 2022 meeting.
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Final Plat, Preliminary Plat, Staff Report, Application

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-10

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

**AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE MULTI-FAMILY 3<sup>rd</sup> PLAT**

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

**WHEREAS**, a meeting was held on February 9, 2022 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

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

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

**SECTION 1:** The final plat of Eagle Ridge Multi-family 3<sup>rd</sup> Plat is approved.

**SECTION 2:** The property legally described below as Eagle Ridge Multi-family 3<sup>rd</sup> Plat:

A TRACT OF LAND IN PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST, IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI AND BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2020E0125499 OF THE JACKSON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 27; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, SOUTH 01°39'30" WEST, 549.48 FEET, TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID WEST LINE, SOUTH 88°12'23" EAST, 1150.00 FEET; THENCE SOUTH 01°47'37" WEST, 15.00 FEET; THENCE SOUTH 88°12'23" EAST, 165.42 FEET, TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID EAST LINE, SOUTH 01°33'24" WEST, 265.00 FEET, TO THE NORTHEAST CORNER OF EAST KANSAS CITY INDUSTRIAL PARK, 16TH PLAT, A SUBDIVISION IN THE CITY OF GRAIN VALLEY A SUBDIVISION IN THE CITY OF GRAIN VALLEY; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID EAST KANSAS CITY INDUSTRIAL PARK, 16TH PLAT, NORTH 88°12'23" WEST, 1315.85 FEET, TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 01°39'30" EAST, 280.00 FEET, TO THE POINT OF BEGINNING AND CONTAINS 8.40 ACRES, MORE OR LESS.

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





**LAND USE TABLE**

TOTAL PROPERTY AREA:	3.60,09 ac
PUBLIC RIGHT-OF-WAY:	9.09 ac
TRACT A (DISTRIBUTION)	1.04 ac
<b>R-1 SINGLE FAMILY RESIDENTIAL</b>	
LOTS 1-131	
TOTAL AREA:	16.57 ac
PUBLIC RIGHT-OF-WAY:	3.59 ac
SINGLE FAMILY RESIDENTIAL:	7.93 ac
GROSS LOT DENSITY:	4.4 lots/ac
TOTAL LOT AREA:	12.81 ac
AVERAGE LOT AREA:	7693 sf
<b>R-2 DUPLEX RESIDENTIAL</b>	
LOTS 132-151	
TOTAL AREA:	8.44 ac
PUBLIC RIGHT-OF-WAY:	1.66 ac
DUPLEX RESIDENTIAL:	3.76 ac
TOTAL LOT AREA:	6.28 ac
AVERAGE LOT SIZE:	9,221 sf
SMALLEST LOT:	6,283 sf
TYP. BUILDING FLOOR AREA:	1,103 sf
GROSS FLOOR AREA RATIO:	0.131 (0.4:1 MAX)
<b>M-1 LIGHT INDUSTRIAL</b>	
LOTS 1-19 & TRACT A	
TOTAL AREA:	35.05 ac
PUBLIC RIGHT-OF-WAY:	4.34 ac
LIGHT INDUSTRIAL:	19.84 ac
FLOOR AREA RATIO:	.8:1 MAX

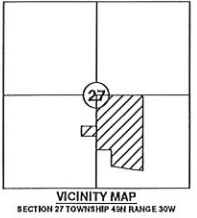
**LEGAL DESCRIPTION**

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 N, RANGE 30, LYING NORTH OF INTERSTATE ROUTE 70, IN JACKSON COUNTY, MISSOURI, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 N, RANGE 30; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 0 DEGREES 15 1/2 MINUTES WEST 718.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 70 (190 FEET AT RIGHT ANGLES FROM THE CENTER LINE THEREOF) SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS TRACT; THENCE ALONG SAID QUARTER SECTION LINE NORTH 8 DEGREES 15 1/2 MINUTES WEST 34.24 FEET; THENCE NORTH 43 DEGREES 44 1/2 MINUTES EAST 41.42 FEET; THENCE SOUTH 0 DEGREES 15 1/2 MINUTES EAST 450.60 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 0 DEGREES 15 1/2 MINUTES WEST 422.65 FEET TO THE TRUE POINT OF BEGINNING, IN JACKSON COUNTY, MISSOURI.

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 30 WEST, CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SOUTH 01°39'00" WEST, 828.44 FEET, TO THE SOUTHEAST CORNER OF EAGLE RIDGE MULTI-FAMILY - 2<sup>ND</sup> PLAT, A SUBDIVISION OF THE CITY OF GRAIN VALLEY, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID EAGLE RIDGE MULTI-FAMILY - 2<sup>ND</sup> PLAT, NORTH 88°12'23" WEST, 432.00 FEET, TO A POINT ON THE EASTERN END OF THE RIGHT-OF-WAY OF HW EAST KANSAS CITY INDUSTRIAL BOULEVARD, AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°47'37" WEST, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°12'23" WEST, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 80°00'18" AND AN ARC LENGTH OF 26.32 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HW PAMELA BOULEVARD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 01°41'00" WEST, 172.60 FEET, TO THE NORTHWEST CORNER OF LOT 14, EAST KANSAS CITY INDUSTRIAL PARK - 1<sup>ST</sup> PLAT, A SUBDIVISION IN THE CITY OF GRAIN VALLEY; THENCE ALONG THE NORTH LINE OF SAID LOT 14, SOUTH 88°18'41" EAST, 468.28 FEET, TO THE NORTHEAST CORNER THEREOF AND BEING A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE ALONG SAID EAST LINE, NORTH 01°30'00" EAST, 261.83 FEET, TO THE POINT OF BEGINNING AND CONTAINS 2.87 ACRES, MORE OR LESS.



**SANITARY SEWERS:**  
A complete and usable sanitary sewer system shall be installed as provided herein to each lot in the subdivision. Said system is to be designed in accordance with APWA, MDNR, and the City of Grain Valley Standards. The sanitary sewer system shall connect to the existing manhole between Woodbury 03 Plat Lots 237 and 233, an existing manhole on 10th Woodbury Dr at Woodbury 05 Plat Lot 343, and an existing manhole on the East side of Eagle Ridge Blvd at 3rd Plat Lot 4 and an existing manhole on N Jefferson, the pipe along N Jefferson to the nearest manhole on 12th St. Said sanitary sewer system shall be installed by the 'Grain Valley North District Sewer'.

**STORM WATER MANAGEMENT:**  
A Storm Water or Drainage System shall be provided to adequately serve the subdivision. The enclosed storm water system shall have the capacity to carry the 100-year storm without exceeding 48" pipe diameter. Other spread for the 100-year storm shall not exceed 12" from the curb. Overflow routing apices shall be provided to carry the 100-year storm runoff in the case that it exceeds the capacity of the enclosed system. Storm water shall be provided to the existing manhole between Woodbury 03 Plat Lots 237 and 233, an existing manhole on 10th Woodbury Dr at Woodbury 05 Plat Lot 343, and an existing manhole on the East side of Eagle Ridge Blvd at 3rd Plat Lot 4 and an existing manhole on N Jefferson, the pipe along N Jefferson to the nearest manhole on 12th St. Said sanitary sewer system shall be installed by the 'Grain Valley North District Sewer'.

**STORM WATER DETENTION:**  
Stormwater detention shall be provided to be installed as provided herein to each lot in the subdivision. The enclosed storm water system shall have the capacity to carry the 100-year storm without exceeding 48" pipe diameter. Other spread for the 100-year storm shall not exceed 12" from the curb. Overflow routing apices shall be provided to carry the 100-year storm runoff in the case that it exceeds the capacity of the enclosed system. Storm water shall be provided to the existing manhole between Woodbury 03 Plat Lots 237 and 233, an existing manhole on 10th Woodbury Dr at Woodbury 05 Plat Lot 343, and an existing manhole on the East side of Eagle Ridge Blvd at 3rd Plat Lot 4 and an existing manhole on N Jefferson, the pipe along N Jefferson to the nearest manhole on 12th St. Said sanitary sewer system shall be installed by the 'Grain Valley North District Sewer'.

**WATER DISTRIBUTION SYSTEM:**  
A complete water distribution system shall be installed as provided herein to each lot in the subdivision. Said system is to be designed in accordance with APWA, AWWA, and the City of Grain Valley and shall connect to the existing 8" lines at each street connection to provide proper service.

**STREETS:**  
All R-1 and R-2 dedicated street right-of-way is 50 ft and all dedicated street right-of-way is 60 ft. Residential streets shall have a minimum and maximum grade of 1% and 10% respectively. Industrial streets shall have a minimum and maximum grade of 1% and 6% respectively. All streets shall have a minimum width of 24 ft.

**SIDEWALKS:**  
Sidewalks will be required on one side of all Residential Streets and on both sides of all Industrial Streets where practical. Sidewalk width is 4' and shall be located 1' from the property line. Sidewalk use is to be located as shown. No sidewalks are required on industrial streets.

**EASEMENTS:**  
Additional Utility, Grading, and Drainage Easements shall be provided on construction of the final construction plans as necessary. All easements will be shown on the final plat.

**PRELIMINARY EROSION CONTROL PLAN:**  
The developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall be the responsibility of said developer until final construction of the development. All fences to be installed along the downstream slope of all areas disturbed by construction. Additional all fence to be installed as necessary along areas of erosion.

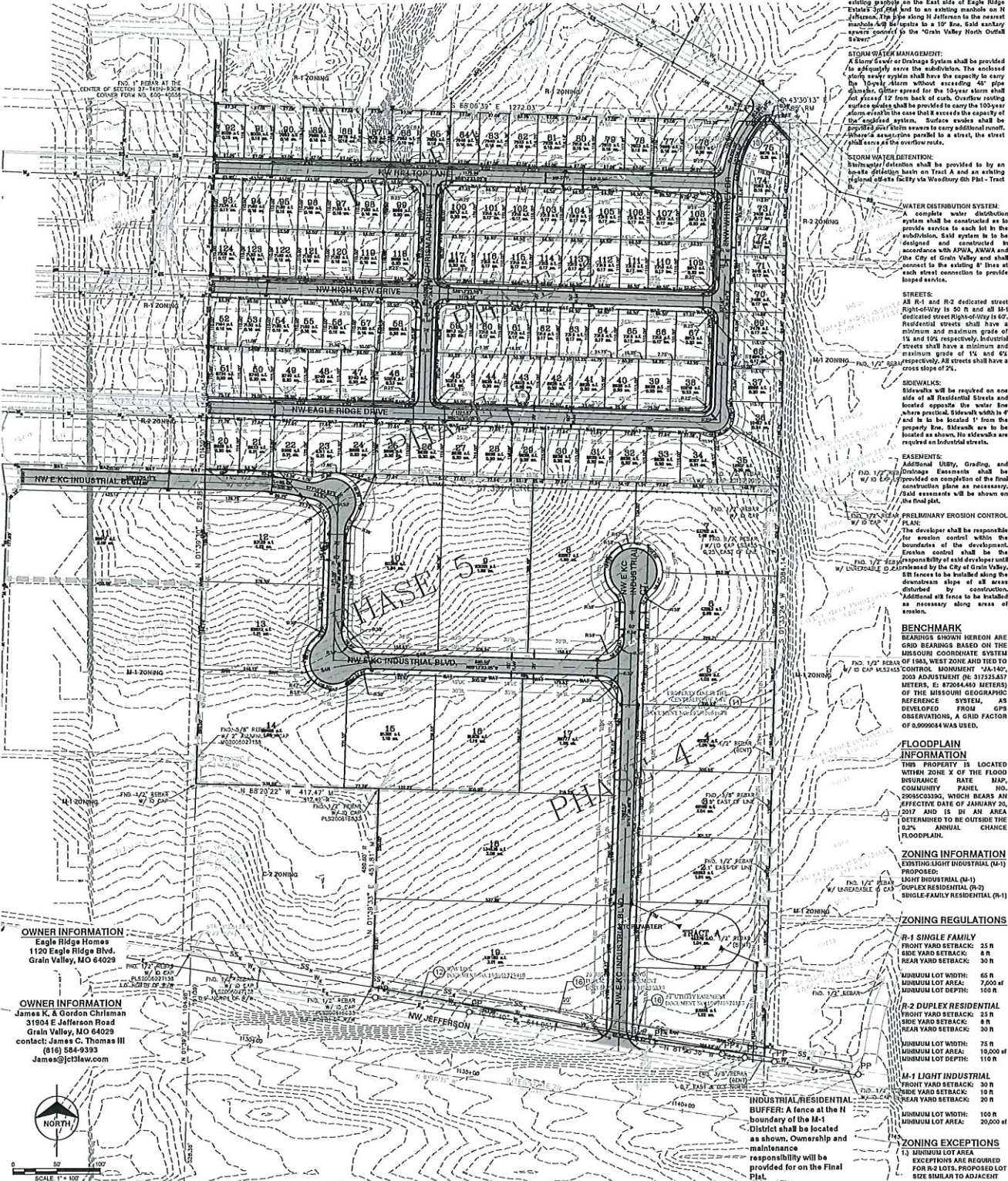
**BENCHMARK:**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO 2005 ANGLE OF THE 3125.837 METERS, E: 872044.40 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM AS DEVELOPED FROM GPS OBSERVATIONS. A GRID FACTOR OF 0.9999944 WAS USED.

**FLOODPLAIN INFORMATION:**  
THIS PROJECT IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29055C0339, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 26, 2017 AND IS IN AN AREA DETERMINED TO BE OUTSIDE THE 50% ANNUAL CHANCE FLOODPLAIN.

**ZONING INFORMATION:**  
EXISTING LIGHT INDUSTRIAL (M-1) PROPOSED:  
LIGHT INDUSTRIAL (M-1)  
DUPLEX RESIDENTIAL (R-2)  
SINGLE-FAMILY RESIDENTIAL (R-1)

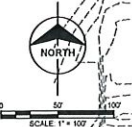
**ZONING REGULATIONS:**  
R-1 SINGLE FAMILY FRONT YARD SETBACK: 25 R  
SIDE YARD SETBACK: 5 R  
REAR YARD SETBACK: 20 R  
MINIMUM LOT WIDTH: 65 R  
MINIMUM LOT AREA: 7,000 sf  
MINIMUM LOT DEPTH: 160 R  
R-2 DUPLEX RESIDENTIAL FRONT YARD SETBACK: 25 R  
SIDE YARD SETBACK: 5 R  
REAR YARD SETBACK: 20 R  
MINIMUM LOT WIDTH: 75 R  
MINIMUM LOT AREA: 10,200 sf  
MINIMUM LOT DEPTH: 116 R  
M-1 LIGHT INDUSTRIAL FRONT YARD SETBACK: 30 R  
SIDE YARD SETBACK: 10 R  
REAR YARD SETBACK: 20 R  
MINIMUM LOT WIDTH: 160 R  
MINIMUM LOT AREA: 20,000 sf

**ZONING EXCEPTIONS:**  
1) MINIMUM LOT AREA EXCEPTIONS ARE REQUIRED FOR R-2 LOTS, PROPOSED LOT SIZE SIMILAR TO ADJACENT R-2 ZONED LOTS.



**OWNER INFORMATION**  
Eagle Ridge Homes  
1120 Eagle Ridge Blvd.  
Grain Valley, MO 64029

**OWNER INFORMATION**  
James K. & Gordon Chlaman  
31504 E. Jefferson Road  
Grain Valley, MO 64029  
contact: James C. Thomas III  
(816) 584-9393  
James@jctclaw.com



**POWELL CWM**  
ARCHITECTURE/ENGINEERING/SURVEYING  
320 S. State Road, 2nd Fl., Independence, MO 64050  
314.731.4600 | powellcwm.com

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**STATE OF MISSOURI**  
**DEPARTMENT OF REVENUE**  
**RECORDING DIVISION**  
RECORDED  
2018-03-22  
1:52 PM  
Toby L. Williams, PE  
2019-032843

**Preliminary Plat & Development Plan for EAST KC INDUSTRIAL PARK**  
LOTS 1-123, AND TRACT A  
GRAIN VALLEY, JACKSON COUNTY, MO 64029

PREPARED FOR:  
Tony Ward  
Ward Development  
1120 Eagle Ridge Blvd.  
Grain Valley, MO 64029  
816-229-5012

REVISIONS	NO.	DATE / DESCRIPTION	PROJECT #
1	1	03/22/18	NOT FOR CONSTRUCTION
2	2	03/22/18	PRELIMINARY PLAT
3	3	03/22/18	C-0.10
4	4	03/22/18	
5	5	03/22/18	
6	6	03/22/18	

**BOA Staff Report**  
**Eagle Ridge Multi-Family 3<sup>rd</sup> Plat**  
**February 28, 2022**

**PURPOSE:** The purpose of this request is to gain final plat approval for this phase of Eagle Ridge Multi-Family 3<sup>rd</sup> Plat.

**BACKGROUND:** This property is approximately 8.40 acres in size. The property is generally located east of NW Eagle Ridge Drive. The land is zoned District R-2 (Duplex Residential).

The preliminary plat for the Eagle Ridge Multi-Family subdivision that includes these lots was previously approved by the Planning and Zoning Commission on November 18, 2020. Also, at the November 18<sup>th</sup> meeting, the Planning and Zoning Commission meeting held a public hearing and recommended that this area be rezoned from District M-1 (Light Industrial) to District R-2 (Duplex Residential). The Board of Aldermen passed Ordinance 2536 on January 11, 2021 approving the change of zoning.

**ANALYSIS:** This final plat is an extension of the existing Eagle Ridge Multi-family subdivision and will contain 32 lots. The structures will be two-family residences and will be very similar in style/size as the existing homes on NW Eagle Ridge Drive. This final plat is in conformance with City standards and engineering civil plans have been approved by City Engineer.

**PLANNING AND ZONING COMMISSION:** The Commission voted at the February 9, 2022 to recommend approval to the Board of Aldermen.

**STAFF RECOMMENDATION:** Staff recommends approval.

---

2022-0030

# 620  
# 620



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

### PLANNING & ZONING APPLICATION

#### PROJECT INFORMATION

Location: Part of the W 1/2 of the Southeast 1/4, Section 27-T49N-R30W  
Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_ Zoning District: \_\_\_\_\_  
Description of Request: Final Plat of Eagle Ridge Multi-Family - 3rd Plat  
Lots 45 Thru 76

#### APPLICANT INFORMATION

Name: Tony Ward  
Company: Ward Development  
Address: 1120 Eagle Ridge Blvd. Grain Valley, MO  
Telephone: 816-229-5012 Fax: \_\_\_\_\_ E-mail: tony@safetyministorage.com  
Property Owner: Blue Springs Safety Storage South, LLC  
Additional Contact(s): Nicholas Miller, PLS - Land Surveyor - 816-373-4800 - nmiller@powellcwm.com

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

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

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

Code: \_\_\_\_\_  
Applicant's Signature: [Signature]

Date: 12/22/21

Received the  
Plats on  
1/10/2022

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

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



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

<b>MEETING DATE</b>	2/28/2022	
<b>BILL NUMBER</b>	B22-11	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE ESTATES – 5<sup>th</sup> PLAT</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To gain final plat approval for Eagle Ridge Estates – 5 <sup>th</sup> Plat consisting of lots 135 thru 142, lots 167 thru 181, lots 198 thru 205 and Tract B.	
<b>BACKGROUND</b>	The preliminary plat was approved by the Planning and Zoning Commission on November 18,2020. The property is zoned District R-1 (Single Family Residential). There are 31 lots in this plat.	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	This final plat is an extension of the existing Eagle Ridge subdivision and will contain 31 lots. The structures will be single family residences and will be very similar in style/ size as the existing homes on NW Hilltop Lane and NW High View Drive. This final plat is in conformance with City standards and engineering civil plans have been approved by City Engineer.	

<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	The Planning and Zoning Commission recommended approval at the February 9, 2022 meeting.
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Final Plat, Preliminary Plat, Staff Report, Application

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B22-11

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

**AN ORDINANCE APPROVING THE FINAL PLAT OF EAGLE RIDGE ESTATES –  
5<sup>th</sup> PLAT**

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

**WHEREAS**, a meeting was held on February 9, 2022 in which the Planning and Zoning Commission recommended that the Board of Aldermen approve the final plat; and

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

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

**SECTION 1:** The final plat of Eagle Ridge Estates 5<sup>th</sup> Plat is approved.

**SECTION 2:** The property legally described below as Eagle Ridge Estates 5<sup>th</sup> Plat:

A TRACT OF LAND IN PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI. BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020E0125499 OF THE JACKSON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 27, THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°06'39" EAST, 618.18 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°47'37" WEST, 168.45 FEET; THENCE NORTH 88°12'23" WEST, 14.63 FEET; THENCE SOUTH 01°47'37" WEST, 380.00 FEET; THENCE NORTH 88°12'23" WEST, 602.25 FEET, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE, NORTH 01°39'30" EAST, 549.48 FEET, TO THE POINT OF BEGINNING, CONTAINS 7.65 ACRES, MORE OR LESS.

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:

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Lauber Municipal Law  
City Attorney

---

Chuck Johnston  
Mayor

ATTEST:

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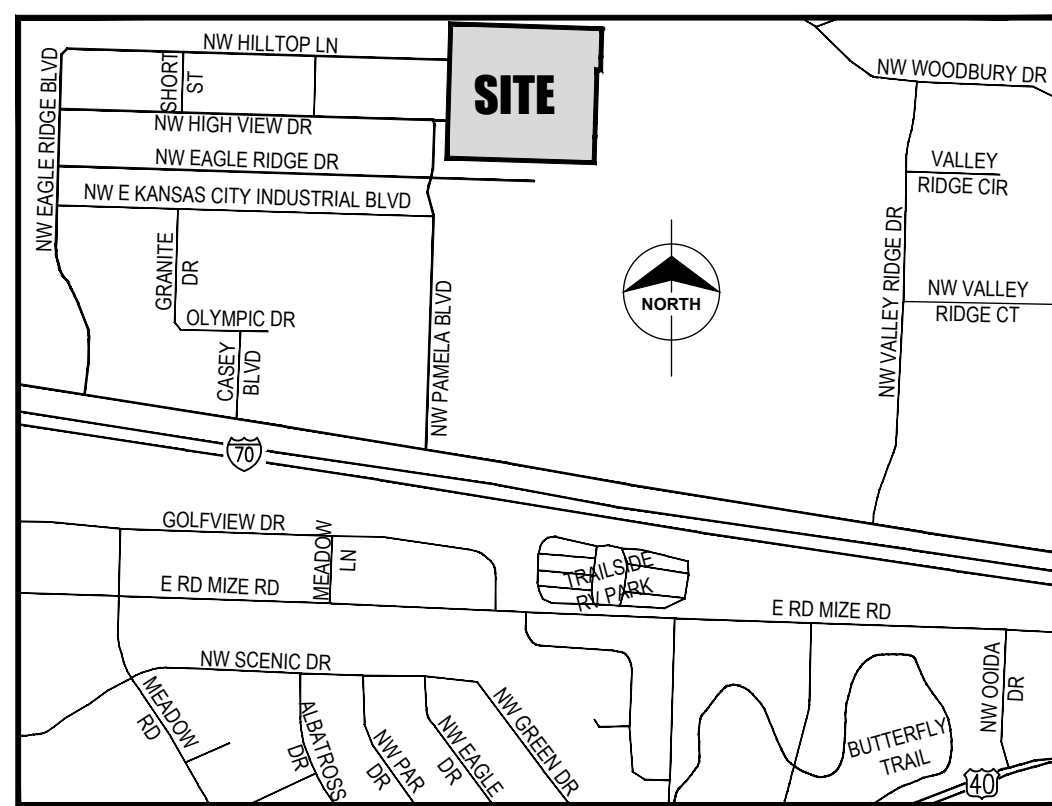
Jamie Logan  
City Clerk

# FINAL PLAT

## EAGLE RIDGE ESTATES - 5TH PLAT

### PART OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST

#### CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI



**SITE LOCATION MAP**  
NOT TO SCALE

**EASEMENTS:**

AN EASEMENT OR LICENSES IS HEREBY GRANTED TO THE CITY OF GRAIN VALLEY TO LOCATE, CONSTRUCT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONDUITS, GAS, WATER, SEWER LINES, POLES, WIRES, ANCHORS AND SURFACE DRAINAGE AND ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENT" OR BY ABBREVIATION "U/E" ON THE ACCOMPANYING PLAT. AREAS DESIGNATED AS "GRADING EASEMENTS" AND "DRAINAGE EASEMENT" OR BY THE ABBREVIATION "GE" AND "DE" SHALL BE RESERVED EXCLUSIVELY FOR THE PURPOSE OF STORM WATER DRAINAGEWAYS, GRADING, OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REMOVING AND REPLACING STORM WATER DRAINAGE FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY OF GRAIN VALLEY. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID EASEMENT WITHOUT THE APPROVAL OF THE CITY OF GRAIN VALLEY.

**STREETS:**

THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

**BUILDING LINES:**

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

**MAINTENANCE OF TRACTS:**

TRACT "B" IS TO BE USED FOR STORM WATER DETENTION AND SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

**DEDICATION:**

THE UNDERSIGNED PROPRIETOR(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT. THIS PLAT SHALL HEREAFTER BE KNOWN AS "EAGLE RIDGE ESTATES - 5TH PLAT".

IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR(S) OF THE DESCRIBED TRACT ON THE FACE OF THIS SURVEY HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

DAVID L. WARD, MEMBER

STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) SS:

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID L. WARD, MEMBER OF BLUE SPRINGS SAFETY STORAGE SOUTH, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY NOTARIES SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENTS:**

THIS PLAT OF "EAGLE RIDGE ESTATES - 5TH PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE GRAIN VALLEY PLANNING AND ZONING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CRAIG M. SHELTON CHAIRMAN

DEBBIE SAFFELL SECRETARY

THESE EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE GOVERNING BODY OF GRAIN VALLEY, MISSOURI THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

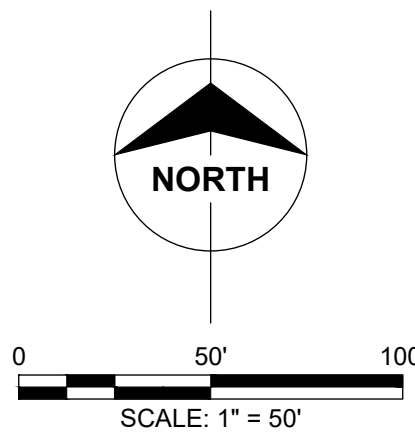
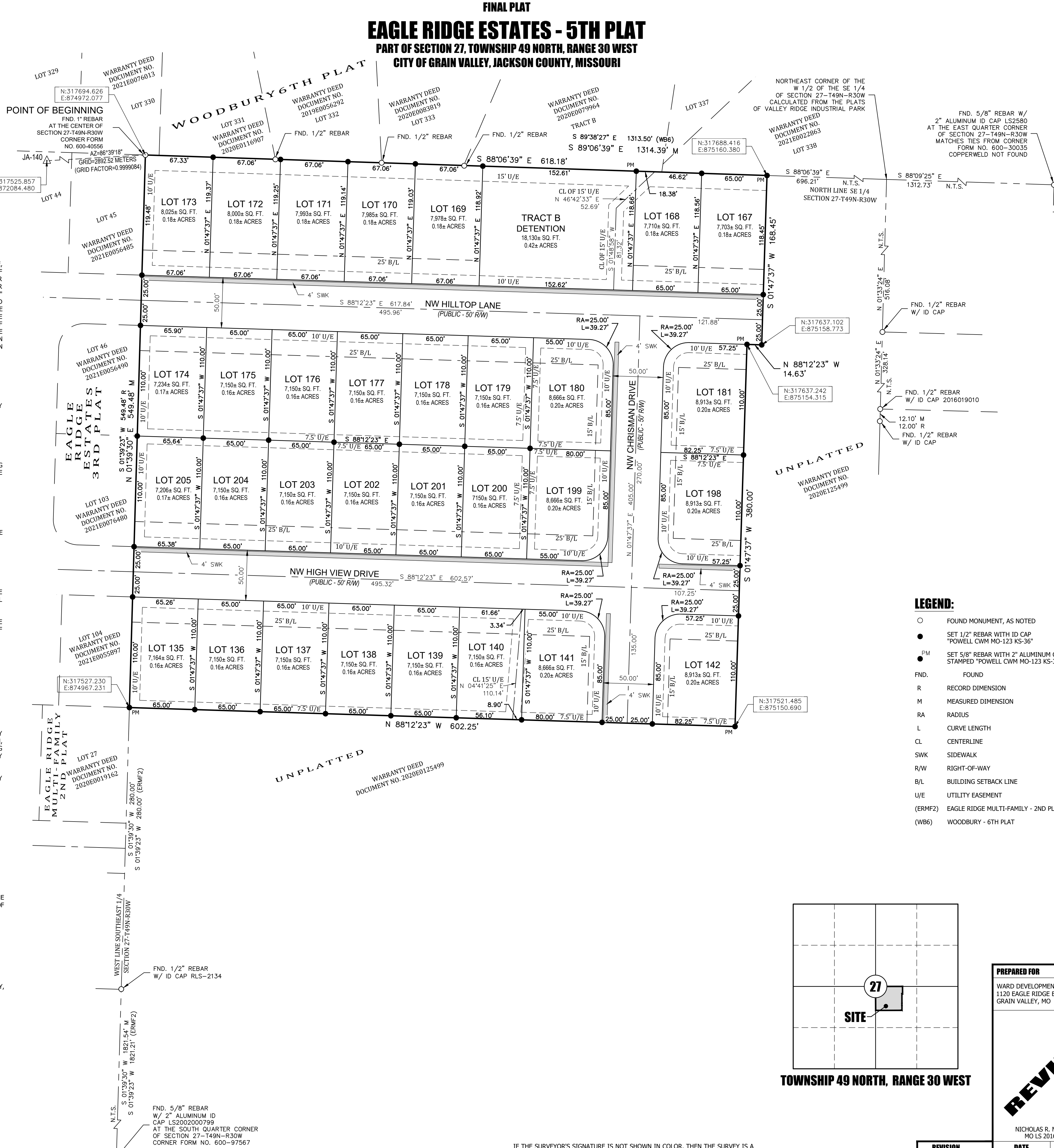
CHUCK JOHNSTON MAYOR

JAMIE LOGAN CITY CLERK

**COUNTY APPROVAL:**

VINCENT E. BRICE JACKSON COUNTY ASSESSMENT DEPARTMENT

DATE



**REFERENCE BEARING:**

BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "3A-140", 2003 ADJUSTMENT (N. 317525.857 METERS, E. 872084.480 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM, AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999084 WAS USED.

**FLOOD INFORMATION:**

THIS PROPERTY IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2909503396, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 20, 2017 AND IS IN AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**NOTES:**

- THE WORD "CERTIFY" OR "CERTIFICATION", AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- DECLARATION IS MADE TO THE PARTIES NAMED HEREON AND IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- NO TITLE REPORT WAS PROVIDED BY THE CLIENT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWELL CWM, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS.
- THE RECORD SOURCE OF THE SUBJECT PREMISES IS RECORDED AS DOCUMENT NO. 2020E125499 OF THE JACKSON COUNTY, MISSOURI RECORDS.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PROPERTY.
- NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYS.
- ALL PROPERTY CORNERS AND CURB CUTS TO BE SET AFTER ALL CONSTRUCTION IS COMPLETED.
- PLAT CONTAINS A TOTAL AREA OF 7.65± ACRES.

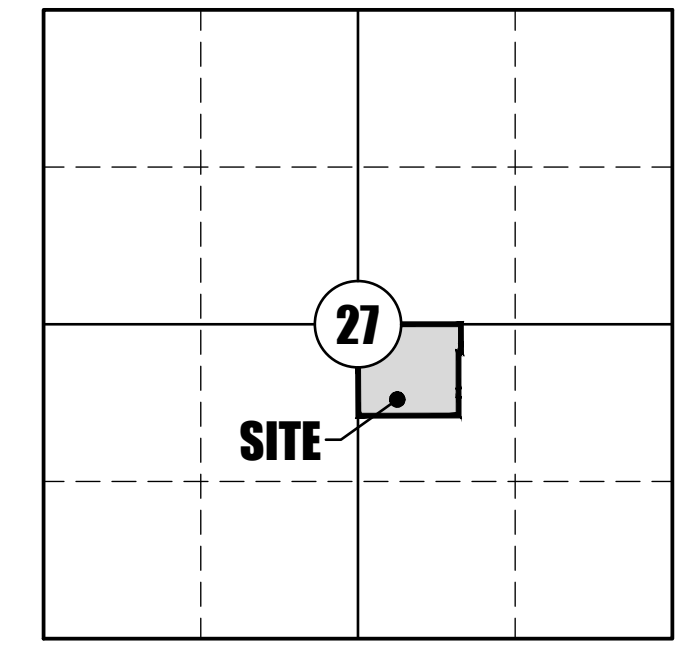
**LEGEND:**

- FOUND MONUMENT, AS NOTED
- SET 1/2" REBAR WITH ID CAP "POWELL CWM MO-123 KS-36"
- PM SET 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "POWELL CWM MO-123 KS-36"
- FND. FOUND
- R RECORD DIMENSION
- M MEASURED DIMENSION
- RA RADIUS
- L CURVE LENGTH
- CL CENTERLINE
- SWK SIDEWALK
- R/W RIGHT-OF-WAY
- B/L BUILDING SETBACK LINE
- U/E UTILITY EASEMENT
- (ERMF2) EAGLE RIDGE MULTI-FAMILY - 2ND PLAT
- (WB6) WOODBURY - 6TH PLAT

**DESCRIPTION:**

A TRACT OF LAND IN PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST IN THE CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI. BEING PART OF THE TRACT OF LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020E125499 OF THE JACKSON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 27, THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88°06'39" EAST, 618.18 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°47'37" WEST, 168.45 FEET; THENCE NORTH 88°12'23" WEST, 14.63 FEET; THENCE SOUTH 01°47'37" WEST, 380.00 FEET; THENCE NORTH 88°12'23" WEST, 602.25 FEET, TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID WEST LINE, NORTH 01°39'30" EAST, 549.48 FEET, TO THE POINT OF BEGINNING, CONTAINS 7.65 ACRES, MORE OR LESS.



TOWNSHIP 49 NORTH, RANGE 30 WEST

<b>PREPARED FOR</b> WARD DEVELOPMENT 1120 EAGLE RIDGE BLVD. GRAIN VALLEY, MO	<b>FINAL PLAT</b> <b>EAGLE RIDGE ESTATES - 5TH PLAT</b> PART OF SECTION 27, TOWNSHIP 49 NORTH, RANGE 30 WEST CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI
I HEREBY CERTIFY: THAT THIS FINAL PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY SURVEYS, AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE DEPARTMENT OF AGRICULTURE LAND SURVEY PROGRAM OF THE STATE OF MISSOURI.	
3200 S. State Route 201, Bldg. 1 Independence, MO 64057 816.373.4800   powellcwm.com Certificates of Authority Architecture: MO 310   KS 73 Engineering: MO 311   KS 241 Land Surveying: MO 123   KS 36	
NICHOLAS R. MILLER, PLS MO LS 2016000167	

REVISION	DATE	JOB NO.	FIELD BY	DRAWN BY	CHECKED BY	CLASSIFICATION	SHEET NO.
01/10/2022	12/16/2021	20-1797	MAS/WDH	WDE	JMP	URBAN	1 OF 1

JOB NO: 20-1797

IF THE SURVEYOR'S SIGNATURE IS NOT SHOWN IN COLOR, THEN THE SURVEY IS A COPY THAT SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS. THIS CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY.

INTENTIONALLY LEFT BLANK



**LAND USE TABLE**

TOTAL PROPERTY AREA:	360.09 ac
PUBLIC RIGHT-OF-WAY:	9.09 ac
TRACT A (DEFERRED):	1.04 ac
<b>R-1 SINGLE FAMILY RESIDENTIAL</b>	
LOTS 1-131:	
TOTAL AREA:	16.57 ac
PUBLIC RIGHT-OF-WAY:	3.09 ac
SINGLE FAMILY RESIDENTIAL:	73.80 ac
GROSS LOT DENSITY:	4.4 lots/ac
TOTAL LOT AREA:	12.81 ac
AVERAGE LOT AREA:	7693 sf
<b>R-2 DUPLEX RESIDENTIAL</b>	
LOTS 1-131:	
TOTAL AREA:	8.44 ac
PUBLIC RIGHT-OF-WAY:	1.66 ac
DUPLEX RESIDENTIAL:	32.80 ac
TOTAL LOT AREA:	6.78 ac
AVERAGE LOT SIZE:	9,221 sf
SMALLEST LOT:	6,283 sf
TYP. BUILDING FLOOR AREA:	1,100 sf
GROSS FLOOR AREA RATIO:	0.131 (0.4:1 MAX)
<b>M-1 LIGHT INDUSTRIAL</b>	
LOTS 1-19 & TRACT A	
TOTAL AREA:	35.05 ac
PUBLIC RIGHT-OF-WAY:	4.34 ac
LIGHT INDUSTRIAL:	19.84 ac
FLOOR AREA RATIO:	.8:1 MAX

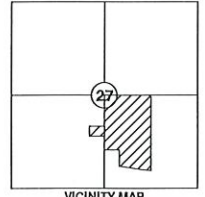
**LEGAL DESCRIPTION**

ALL THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 N, RANGE 30, LYING NORTH OF INTERSTATE ROUTE 70, IN JACKSON COUNTY, MISSOURI, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 N, RANGE 30; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 0 DEGREES 15 1/2 MINUTES WEST 718.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 70 (190 FEET AT RIGHT ANGLES FROM THE CENTER LINE THEREOF) SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS TRACT; THENCE ALONG SAID QUARTER SECTION LINE NORTH 0 DEGREES 15 1/2 MINUTES WEST 34.24 FEET; THENCE NORTH 43 DEGREES 44 1/2 MINUTES EAST 417.42 FEET; THENCE SOUTH 0 DEGREES 15 1/2 MINUTES EAST 450.00 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 0 DEGREES 15 1/2 MINUTES WEST 422.65 FEET TO THE TRUE POINT OF BEGINNING, IN JACKSON COUNTY, MISSOURI.

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 30 WEST, CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, SOUTH 01°39'00" WEST, 828.44 FEET, TO THE SOUTHEAST CORNER OF EAGLE RIDGE MULTI-FAMILY - 2<sup>ND</sup> PLAT, A SUBDIVISION OF THE CITY OF GRAIN VALLEY, THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTH LINE OF SAID EAGLE RIDGE MULTI-FAMILY - 2<sup>ND</sup> PLAT, NORTH 88°12'23" WEST, 432.00 FEET, TO A POINT ON THE EASTERN END OF THE RIGHT-OF-WAY OF HW EAST KANSAS CITY INDUSTRIAL BOULEVARD, AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°47'37" WEST, 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°12'23" WEST, A RADIUS OF 23.00 FEET, A DELTA ANGLE OF 80°00'18" AND AN ARC LENGTH OF 23.32 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HW PAMELA BOULEVARD, AS NOW ESTABLISHED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 01°41'02" WEST, 177.60 FEET, TO THE NORTHWEST CORNER OF LOT 14, EAST KANSAS CITY INDUSTRIAL PARK - 1<sup>ST</sup> PLAT, A SUBDIVISION IN THE CITY OF GRAIN VALLEY; THENCE ALONG THE NORTH LINE OF SAID LOT 14, SOUTH 88°18'41" EAST, 468.28 FEET, TO THE NORTHEAST CORNER THEREOF AND BEING A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE ALONG SAID EAST LINE, NORTH 01°30'00" EAST, 261.83 FEET, TO THE POINT OF BEGINNING AND CONTAINS 2.87 ACRES, MORE OR LESS.



VICINITY MAP  
SECTION 27 TOWNSHIP 43N RANGE 30W

**SANITARY SEWERS:**  
A complete and usable sanitary sewer system shall be provided as a public service to each lot in the subdivision. Said system is to be designed in accordance with APWA, MDNR, and the City of Grain Valley Standards. The sanitary sewer system shall connect to the existing manhole between Woodbury 05th Plat Lots 237 and 233, an existing manhole on 10th Woodbury Dr at Woodbury 05th Plat Lot 343, and an existing manhole on the East side of Eagle Ridge Blvd at 3rd Plat Lot 4 and an existing manhole on N Jefferson, the pipe along N Jefferson to the nearest manhole on 12th St. Said sanitary sewer system shall be installed in the Grain Valley North District.

**STORM WATER MANAGEMENT:**  
A Storm Water Management System shall be provided to adequately serve the subdivision. The enclosed storm water system shall have the capacity to carry the 100-year storm without exceeding 48" pipe diameter, unless proved for the 100-year storm shall not exceed 12" from the top of the overflow routing system. The system shall be provided to carry the 100-year storm runoff in the case that it exceeds the capacity of the enclosed system. Storm water shall be provided to the existing manhole on 10th Woodbury Dr at Woodbury 05th Plat Lot 343, and an existing manhole on the East side of Eagle Ridge Blvd at 3rd Plat Lot 4 and an existing manhole on N Jefferson, the pipe along N Jefferson to the nearest manhole on 12th St. Said sanitary sewer system shall be installed in the Grain Valley North District.

**STORM WATER DETENTION:**  
Stormwater detention shall be provided to be by an existing manhole on 10th Woodbury Dr at Woodbury 05th Plat Lot 343, and an existing manhole on the East side of Eagle Ridge Blvd at 3rd Plat Lot 4 and an existing manhole on N Jefferson, the pipe along N Jefferson to the nearest manhole on 12th St. Said sanitary sewer system shall be installed in the Grain Valley North District.

**WATER DISTRIBUTION SYSTEM:**  
A complete water distribution system shall be provided as a public service to each lot in the subdivision. Said system is to be designed in accordance with APWA, AWWA, and the City of Grain Valley and shall connect to the existing 8" lines at each street connection to provide proper service.

**STREETS:**  
All R-1 and R-2 dedicated street right-of-way is 50 ft and all dedicated street right-of-way is 50 ft. Residential streets shall have a minimum and maximum grade of 1% and 10% respectively. Industrial streets shall have a minimum and maximum grade of 1% and 6% respectively. All streets shall have a slope of 1% to 2%.

**SIDEWALKS:**  
Sidewalks will be required on one side of all Residential Streets and on both sides of all Industrial Streets where practical. Sidewalk width is 4' and shall be located 1' from the property line. Sidewalks are to be located as shown. No sidewalks are required on industrial streets.

**EASEMENTS:**  
Additional Utility, Grading, and Drainage Easements shall be provided on construction of the final construction plans as necessary. All easements will be shown on the final plat.

**PRELIMINARY EROSION CONTROL PLAN:**  
The developer shall be responsible for erosion control within the boundaries of the development. Erosion control shall be the responsibility of said developer until final construction of the development. All fences to be installed along the downstream slope of all areas disturbed by construction. Additional all fence to be installed as necessary along areas of erosion.

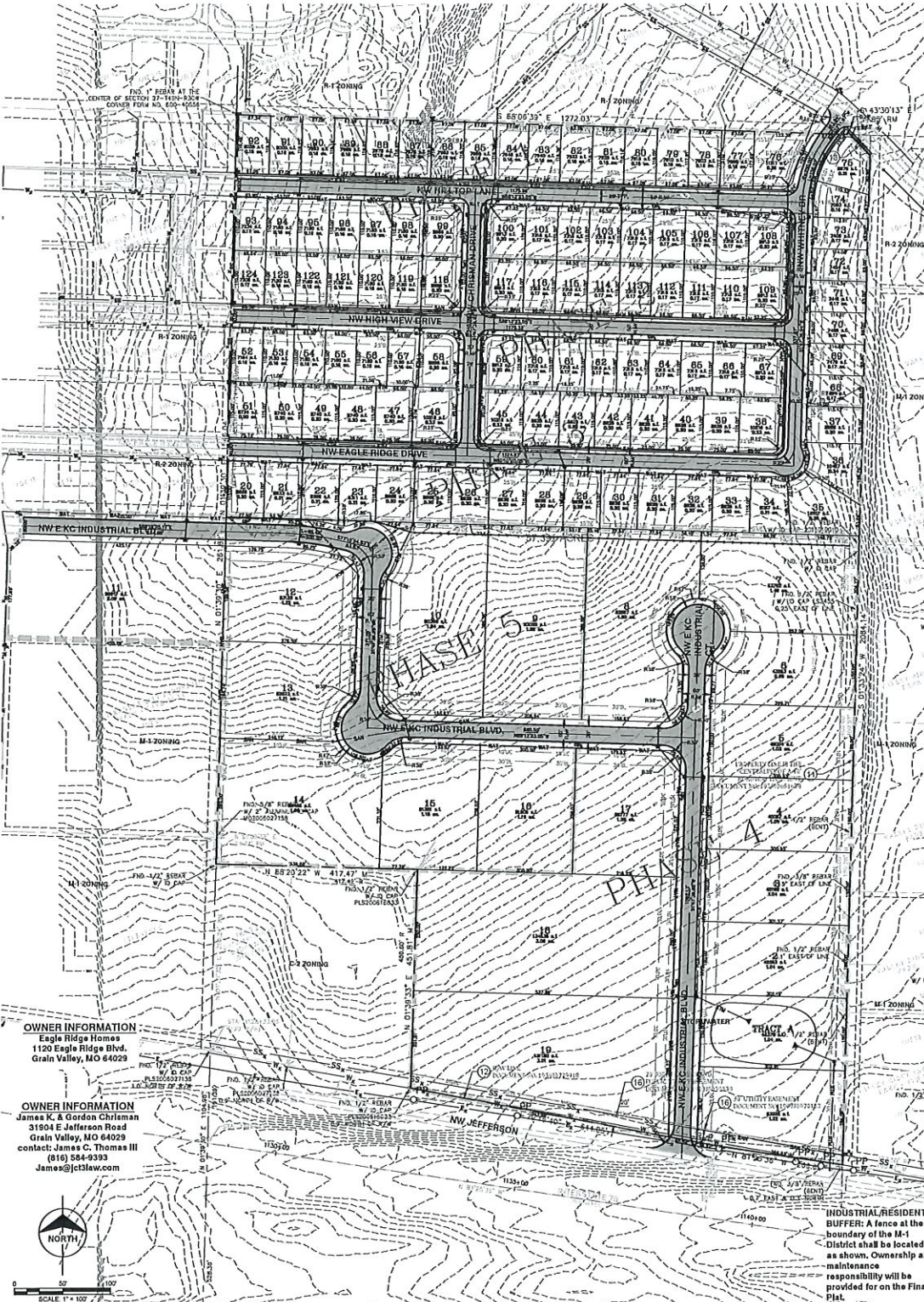
**BENCHMARK:**  
BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO 2008 ANGLE OF THE 3125.837 METERS, E: 872044.40 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.9999984 WAS USED.

**FLOODPLAIN INFORMATION:**  
THIS PROJECT IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 28055C0339, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 20, 2017 AND IS IN AN AREA DETERMINED TO BE OUTSIDE THE 50% ANNUAL CHANCE FLOODPLAIN.

**ZONING INFORMATION:**  
EXISTING LIGHT INDUSTRIAL (M-1) PROPOSED:  
LIGHT INDUSTRIAL (M-1)  
DUPLEX RESIDENTIAL (R-2)  
SINGLE-FAMILY RESIDENTIAL (R-1)

**ZONING REGULATIONS:**  
R-1 SINGLE FAMILY FRONT YARD SETBACK: 25 R SIDE YARD SETBACK: 20 R REAR YARD SETBACK: 20 R MINIMUM LOT WIDTH: 65 R MINIMUM LOT AREA: 7,000 sf MINIMUM LOT DEPTH: 100 R  
R-2 DUPLEX RESIDENTIAL FRONT YARD SETBACK: 25 R SIDE YARD SETBACK: 20 R REAR YARD SETBACK: 30 R MINIMUM LOT WIDTH: 75 R MINIMUM LOT AREA: 10,200 sf MINIMUM LOT DEPTH: 110 R  
M-1 LIGHT INDUSTRIAL FRONT YARD SETBACK: 30 R SIDE YARD SETBACK: 10 R REAR YARD SETBACK: 20 R MINIMUM LOT WIDTH: 100 R MINIMUM LOT AREA: 20,000 sf

**ZONING EXCEPTIONS:**  
1) MINIMUM LOT AREA EXCEPTIONS ARE REQUIRED FOR R-2 LOTS, PROPOSED LOT SIZE SIMILAR TO ADJACENT R-2 ZONED LOTS.



**OWNER INFORMATION**  
Eagle Ridge Homes  
1120 Eagle Ridge Blvd.  
Grain Valley, MO 64029

**OWNER INFORMATION**  
James K. & Gordon Chlaman  
31504 E. Jefferson Road  
Grain Valley, MO 64029  
contact: James C. Thomas III  
(816) 584-9393  
James@jctclaw.com



**POWELL CWM**  
ARCHITECTURE/ENGINEERING/SURVEYING  
320 S. State Road, 2nd Fl., Independence, MO 64050  
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**STATE OF MISSOURI**  
JAMES C. THOMAS III  
REGISTERED PROFESSIONAL ENGINEER  
No. 000000000  
Toby L. Williams, P.E.  
2019-03343

**Preliminary Plat & Development Plan for EAST KC INDUSTRIAL PARK**  
LOTS 1-123, AND TRACT A  
GRAIN VALLEY, JACKSON COUNTY, MO 64029

PREPARED FOR:  
Tony Ward  
Ward Development  
1120 Eagle Ridge Blvd.  
Grain Valley, MO 64029  
816-229-5012

REVISIONS	NO.	DATE / DESCRIPTION	PROJECT #
1	1	08/15/2018	NOT FOR CONSTRUCTION
2	2	08/15/2018	PRELIMINARY PLAT
3	3	08/15/2018	C-0.10
4	4	08/15/2018	
5	5	08/15/2018	
6	6	08/15/2018	

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**BOA Staff Report**  
**Eagle Ridge Estates – 5<sup>th</sup> Plat**  
**February 28, 2022**

**PURPOSE:** The purpose of this request is to gain final plat approval for Eagle Ridge Estates – 5<sup>th</sup> Plat consisting of lots 135 thru 142, lots 167 thru 181, lots 198 thru 205 and Tract B.

**BACKGROUND:** This property is approximately 7.65 acres in size. The property is generally located east of NW Hilltop Lane and east of NW High View Drive. The land is zoned District R-1 (Single Family Residential). There are 31 lots in this plat.

The preliminary plat for the Eagle Ridge Estates subdivision that includes these lots was previously approved by the Planning and Zoning Commission on November 18, 2020. Also, at the November 18<sup>th</sup> meeting, the Planning and Zoning Commission meeting held a public hearing and recommended that this area be rezoned from District M-1 (Light Industrial) to District R-1 (Single Family Residential). The Board of Aldermen passed Ordinance 2536 on January 11, 2021 approving the change of zoning.

**ANALYSIS:** This final plat is an extension of the existing Eagle Ridge subdivision and will contain 31 lots. The structures will be single family residences and will be very similar in style/size as the existing homes on NW Hilltop Lane and NW High View Drive. This final plat is in conformance with City standards and engineering civil plans have been approved by City Engineer.

**PLANNING AND ZONING COMMISSION:** The Commission at the February 9, 2022 meeting voted to recommend approval of the final plat to the Board of Aldermen.

**STAFF RECOMMENDATION:** Staff recommends approval.

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#620



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

PLANNING & ZONING APPLICATION

2022-0031

PROJECT INFORMATION

Location: Part of the W 1/2 of the Southeast 1/4, Section 27-T49N-R30W  
Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_ Zoning District: \_\_\_\_\_  
Description of Request: Final Plat of Eagle Ridge Estates - Phase 5  
Lots 135 Thru 142, Lots 167 Thru 181, Lots 198 Thru 205 and Tract B

APPLICANT INFORMATION

Name: Tony Ward  
Company: Ward Development  
Address: 1120 Eagle Ridge Blvd, Grain Valley, MO  
Telephone: 816-229-5012 Fax: \_\_\_\_\_ E-mail: tony@safetyministorage.com  
Property Owner: Blue Springs Safety Storage South, LLC  
Additional Contact(s): Nicholas Miller, PLS - Land Surveyor - 816-373-4800 - nmiller@powellcwm.com

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

[Note: Applications must be completed in their entirety and all submittal requirements must be submitted at the time the application is submitted. Additional submittals may be requested as provided for in the Grain Valley City Code.]

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

Code: 1000  
Applicant's Signature: Tony Ward Development

Date: 12/22/21

Received plats on 1/10/22

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

Date \_\_\_\_\_

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