



**City of Grain Valley Board of Aldermen  
Regular Meeting Agenda**

February 27, 2023

7:00 P.M.

**Open to the Public**

Located in the Council Chambers of City Hall  
711 Main Street | Grain Valley, Missouri

**ITEM I: Call to Order**

- Mayor Mike Todd

**ITEM II: Roll Call**

- City Clerk Jamie Logan

**ITEM III: Invocation**

- Pastor Mike Cassidy of Faith United Methodist Church

**ITEM IV: Pledge of Allegiance**

- Alderman Shea Bass

**ITEM V: Approval of Agenda**

- City Administrator Ken Murphy

**ITEM VI: Police Officer Oath of Office**

- Chief Ed Turner

**ITEM VII: Proclamations**

- None

**ITEM VIII: Public Comment**

- The public is asked to please limit their comments to three (3) minutes

**ITEM IX: Consent Agenda**

- February 13, 2023 – Board of Aldermen Regular Meeting Minutes
- February 27, 2023 – Accounts Payable

**ITEM X: Previous Business**

- None

**ITEM XI: New Business**

- None

**ITEM XII: Presentations**

- None

**ITEM XIII: Public Hearing**

- None

**ITEM XIV: Resolutions**

**ITEM XIV (A)**      **A Resolution by the Board of Aldermen of the City of Grain Valley, Authorizing the City Administrator to Execute an Agreement with Tandem Paving Company, Inc. for the 2023 Pavement Maintenance Program**  
R23-20  
*Introduced by Alderman Ryan Skinner*

To provide an edge mill and asphalt overlay to streets identified in the CIP Plan, 2020 Pavement Management Analysis Report and 2023 Budget

**ITEM XIV (B)**      **A Resolution Authorizing the City Administrator to Enter Into an Agreement With Depth Security to Conduct External and Internal Network Penetration Testing and Wireless Security Testing**  
R23-21  
*Introduced by Alderman Dale Arnold*

To understand real-world information security threats and associated risks within the context of the City and identify vulnerabilities in the infrastructure, applications and users

**ITEM XIV (C)**      **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 Construction for Concrete Services**  
R23-22  
*Introduced by Alderman Shea Bass*

To complete the 2023 concrete repairs and replacements in conjunction with the pavement maintenance program

**ITEM XIV (D)**      **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Purchase 4 New Garage Doors and 3 Openers for the Public Works Maintenance Building**  
R23-23  
*Introduced by Alderman Tom Cleaver*

To replace garage doors that are beginning to fail and not function properly

**ITEM XIV (E)**      **A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Sign Into an Agreement With the Missouri Department of Transportation for Grant Funded Overtime for DWI Enforcement and Hazardous Moving Violation Enforcement**  
R23-24  
*Introduced by Alderman Rick Knox*

To enhance safety and enforcement of traffic ordinances on roadways in Grain Valley, Missouri

**ITEM XV: Ordinances**

**ITEM XV (A)**      **An Ordinance Approving the Renewal of a Conditional Use Permit to Operate a Racetrack Facility at 348 East Old US 40 Highway**  
B23-07  
2<sup>ND</sup> READ  
*Introduced by Alderman Rick Knox*

To renew a conditional use permit for Valley Speedway

**ITEM XVI: City Attorney Report**

- City Attorney

**ITEM XVII: City Administrator & Staff Reports**

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

**ITEM XVIII: Board of Aldermen Reports & Comments**

- Alderman Dale Arnold
- Alderman Shea Bass
- Alderman Tom Cleaver
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Ryan Skinner

**ITEM XIX: Mayor Report**

- Mayor Mike Todd

**ITEM XX: 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 XXI: Adjournment**

**Please Note**

*The next scheduled meeting of the Board of Aldermen is a Regular Meeting on March 13, 2023 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.*

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*Consent*

*Agenda*

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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 13, 2023, at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

**ITEM II: Roll Call**

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

**-QUORUM PRESENT-**

**ITEM III: Invocation**

- Invocation was given by Pastor Jason Williams of Valley Community Church

**ITEM IV: Pledge of Allegiance**

- The Pledge of Allegiance was led by Alderman Dale Arnold

**ITEM V: Approval of Agenda**

- *The attorney for the Creekside CID, Mr. Moore, stated the applicants would like to hold a public meeting to educate more on the purpose of the CID and requested to delay the second read of the ordinance until March*
- *Alderman Knox motioned to request to move B23-06 second read to the next meeting in March*
- *The Motion was Seconded by Alderman Cleaver*
  - *Alderman Arnold stated the delay is on them and it shouldn't be moved*
  - *Alderman Skinner stated they have had 3 weeks since the last meeting to update the group and didn't understand the delay*
  - *Alderman Cleaver stated he didn't see what it would hurt to allow the meeting to occur and then put back on the agenda*
  - *Mr. Moore an attorney representing the applicant in the Creekside Village CID, stated he heard the discussion at the last meeting relating to tenants vs. owners; they have asked for a public meeting to allow discussion with the tenants before moving forward and the out of town owners have requested this as well; Mr. Moore thought this meeting would be necessary and a good thing to do on their behalf*
  - *Alderman Arnold stated he has been over to that development and talked with the tenants/residents and it did not change the stance*
  - *Alderman Skinner asked what happens if the tenants are not favorable after the meeting; The HOA board are requesting for this to be established and the Aldermen will eventually make the decision; the CID would be a less of a financial burden on the tenants; Mr. Moore wants to inform the tenants and doesn't know if*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

*anyone wants an increase in rent or mortgage, but there is an issue to be fixed; he invited the board to attend the meeting*

- *Alderman Bass asked how many units are involved; 63*
- *Alderman Skinner doesn't know what changes by moving the meeting two weeks out if it won't potentially change based on their opinion &*
- *Motion to Approve moving the ordinance to a future meeting was voted on with the following voice vote:*
  - *Aye: Bass, Cleaver, Knox*
  - *Nay: Skinner, Arnold*
  - *Abstain:*

*-Motion Approved and the ordinance is removed from this evening's agenda to be placed on a future agenda after the public meeting: 3-2-*

**ITEM VI: Proclamations**

- None

**ITEM VII: Public Comment**

- Jan Brill; 1035 Ephraim; was happy to see the Chief announcement; she has been looking at other cities and their salaries and feels the City of Grain Valley is low; The second request relates to animals in Grain Valley – she thinks the city should consider holding a vaccination clinic for animals to make it less expensive on citizens

**ITEM VIII: Consent Agenda**

- January 23, 2023 – Board of Aldermen Regular Meeting Minutes
- February 13, 2023 – Accounts Payable
- Destruction Certificate – Community Development
- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Arnold*
  - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

*-Motion Approved: 5-0-*

**ITEM IX: Previous Business**

- None

**ITEM X: New Business**

- None

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

**ITEM XI: Presentations**

- None

**ITEM XII: Public Hearing**

*-Mayor Todd opened the public hearing **Request for the renewal of a conditional use permit by Dennis ShROUT to operate a racetrack facility at 348 E Old US 40 HWY at 7:12 PM –***

- *The speedway operates under a CUP and it is on a 4-year term (March 25, 2019 was last renewal), parameters/conditions have been the same since the initial request in 2015, and the applicant is requesting to extend an additional 4 years with the same conditions; the (police/noise) calls have decreased since the initial opening of the track*
- *Alderman Bass asked what race season is; April – October annually; the conditions of the CUP include the number of races, sound, etc.*
- *Alderman Arnold suggested the 4-year term seems unreasonable as the applicant has complied with all conditions in the past and some consideration to allow the owner an option for long-term planning*
- *Mr. Lauber stated the CUP could be amended for a longer term, but didn't recommend in perpetuity if the board would like to entertain that during the ordinance discussion*

*- Mayor Todd opened the floor to citizens for comment at 7:17PM-*

- None

*- Mayor Todd closed the public hearing for **Request for the renewal of a conditional use permit by Dennis ShROUT to operate a racetrack facility at 348 E Old US 40 HWY at 7:17 PM-***

**ITEM XIII: Resolutions**

**Resolution No. R23-14** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a PJ Trailers Low-Pro With Duals Trailer for Use by the Public Works Department

- *Alderman Arnold moved to approve Resolution No. R23-14*
- *The Motion was Seconded by Alderman Cleaver*
  - *This trailer is the most heavy duty trailer that Public Works has, this is requesting the same trailer they have had in the past but 2 feet longer to accommodate more equipment*
- *Motion to approve Resolution No. R23-14 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

- *Nay:*
- *Abstain:*

**-Motion to Approve Resolution No. R23-14 Approved: 5-0-**

**Resolution No. R23-15** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase a PJ Trailers With Eight Inch Deck Over Trailer for Use by Parks and Recreation Maintenance Staff for Transportation of Grounds Maintenance Equipment

- *Alderman Bass moved to approve Resolution No. R23-15*
- *The Motion was Seconded by Alderman Skinner*
  - This is another budgeted item for a replacement on the P&R side, the previous trailer had wheel well issues, this one will allow for more equipment to get on the trailer easier
  - Alderman Knox asked who we purchase from; Nationwide in Oak Grove as their bid was lower
- *Resolution No. R23-15 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-15 Approved: 5-0-**

**Resolution No. R23-16** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Four Sets of Aluminum Bleachers for the Armstrong Park Baseball/Softball Field Complex

- *Alderman Cleaver moved to approve Resolution No. R23-16*
- *The Motion was Seconded by Alderman Bass*
  - Bleachers in Armstrong park are older wooden ones without railings, the new bleachers will be more up to date with railings and aluminum vs. wood
- *Resolution No. R23-16 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-16 Approved: 5-0-**

**Resolution No. R23-17** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase and Replace Six Metal Exterior Doors With

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

Ancillary Hardware at the Grain Valley Aquatic Center

- *Alderman Knox moved to approve Resolution No. R23-17*
- *The Motion was Seconded by Alderman Skinner*
  - Aquatic facility needs some updates and these doors are to the point that the doors are difficult to open and close; Alderman Arnold asked if these included jams; Mr. Davies stated the current doors have been around since 2006; the chemicals/water have taken a toll on some of the doors
- *Resolution No. R23-17 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-17 Approved: 5-0-**

**Resolution No. R23-18** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Purchase Service Weapons for Police Staff From Kiesler Police Supply

- *Alderman Knox moved to approve Resolution No. R23-18*
- *The Motion was Seconded by Alderman Cleaver*
  - Some of the recovery dollars were used for firearms replacement all at one time to avoid purchasing different types of ammunition for different firearms; there would be a trade in involved with the current weapons; Captain Palecek stated they are going from 22 to model 45 (9mm) & will include the red dot aiming system
- *Resolution No. R23-18 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-18 Approved: 5-0-**

**Resolution No. R23-19** A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing an Agreement to Purchase Tasers with Axon Enterprise, Inc

- *Alderman Skinner moved to approve Resolution No. R23-19*
- *The Motion was Seconded by Alderman Arnold*
  - Agreement with the current taser company and on a 5-year replacement program
- *Resolution No. R23-19 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber



- *Nay:*
- *Abstain:*

**-Resolution No. R23-19 Approved: 5-0-**

**ITEM XV: Ordinances**

**Bill No. B23-03:** An Ordinance Annexing Certain Real Property That is Contiguous and Compact to the Existing City Limits of Grain Valley, Missouri for Dale and Teresa Smith and the Road Church

**Bill No. B23-03** was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Arnold moved to accept the second reading of Bill No. **B23-03** and approve it as ordinance #2409*
- *The Motion was Seconded by Alderman Knox*
  - None
- *Motion to accept the second reading of Bill No. **B23-03** and approve it as ordinance #2409 was voted upon with the following roll call vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Bill No. B23-03 Became Ordinance #2409 5-0-**

**Bill No. B23-04:** An Ordinance Approving the Final Development Plan for Copper Creek and the Final Plat for the Lofts at Creekside Landing

**Bill No. B23-04** 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. **B23-04** and approve it as ordinance #2410*
- *The Motion was Seconded by Alderman Skinner*
  - None
- *Motion to accept the second reading of Bill No. **B23-04** and approve it as ordinance #2410 was voted upon with the following roll call vote:*
  - *Aye: Bass, Cleaver, Knox, Skinner*
  - *Nay: Arnold*
  - *Abstain:*

**-Bill No. B23-04 Became Ordinance #2410 5-0-**

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber



**Bill No. B23-05:** An Ordinance Amending Section 340.190 to Update the Designation of Emergency Routes Within City

**Bill No. B23-05** 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. **B23-05** and approve it as ordinance #2411*
- *The Motion was Seconded by Alderman Skinner*
  - None
- *Motion to accept the second reading of Bill No. **B23-05** and approve it as ordinance #2411 was voted upon with the following roll call vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Bill No. B23-05 Became Ordinance #2411 5-0-**

**Bill No. B23-07:** An Ordinance Approving the Renewal of a Conditional Use Permit to Operate a Racetrack Facility at 348 East Old US 40 Highway

**Bill No. B23-07** was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Knox moved to accept the first reading of Bill No. **B23-07** and bring it back for a second reading by title only at the next regular meeting*
- *The Motion was Seconded by Alderman Arnold*
  - This goes along with the public hearing this evening; Alderman Arnold requested to increase from 4 to 10 years for the renewal
  - Alderman Knox seconded the motion
    - Alderman Arnold stated longer range plans could be made with a longer time frame
    - Mr. Shrout stated in 4-years he cannot recoup investments
- *Motion to amend the renewal period and extend from 4-years to 10 years was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
  - *Nay:*
  - *Abstain:*

**-Motion Approved 5-0-**

- *Motion to accept the first reading of Bill No. **B23-07** and bring it back for a second reading was voted upon with the following voice vote:*

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

- *Aye: Arnold, Bass, Cleaver, Knox, Skinner*
- *Nay:*
- *Abstain:*

**-Motion Approved 5-0-**

**ITEM XV: City Attorney Report**

- A new associate has joined their office and may potentially work on the prosecution dockets here; a paralegal has also been added for support for their office; they are preparing for their city official training conference for the year – April 21, 2023 8:30 breakfast and training beginning at 9:00 am – stated even if you’ve attended before, it is beneficial to attend again

**ITEM XVI: City Administrator & Staff Reports**

- City Administrator Ken Murphy
  - None
- Deputy City Administrator Theresa Osenbaugh
  - None
- Captain Palecek Police Department
  - None
- Finance Director Steven Craig
  - None
- Parks & Recreation Director Shannon Davies
  - The comprehensive plan and new parks master plan is being done- There will be a public workshop held on 2/28 6:30 pm - 8:00 pm at Sni-a-Bar Elementary and is a community/resident opportunity to provide feedback on the future of our community
  - Alderman Knox asked if Price Chopper would allow us to place a sign; Mr. Davies shared the signs were conducive to pedestrian traffic with the QR code vs. vehicle traffic and he would see if they would allow it
- City Engineer Dick Tuttle
  - None
- City Clerk Jamie Logan
  - None

**ITEM XVIII: Board of Aldermen Reports & Comments**

- Alderman Dale Arnold
  - Stated with rezoning – he’d like to see the signage at the actual sites for rezoning to provide more communication and to keep citizens informed; Mr. Murphy stated he believes other communities do that when there are public hearings associated and stated he’d check with the Community Development Director on that

**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Rick Knox
  - Go Chiefs!
- Alderman Darren Mills
  - Absent
- Alderman Ryan Skinner
  - Requested for the date for the CID public meeting to be shared with the aldermen/elected officials; asked that the CID be advertised/shared publicly

**ITEM XVIII: Mayor Report**

- None

**ITEM XIX: Executive Session**

- None

**ITEM XX: Adjournment**

- The meeting adjourned at 7:41 P.M.

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Minutes submitted by:

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

\_\_\_\_\_  
Date

Minutes approved by:

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

\_\_\_\_\_  
Date

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**ELECTED OFFICIALS PRESENT**

Mayor Mike Todd  
Alderman Dale Arnold  
Alderman Shea Bass  
Alderman Tom Cleaver  
Alderman Rick Knox  
Alderman Ryan Skinner

**ELECTED OFFICIALS ABSENT**

Alderman Darren Mills

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Captain Jeff Palecek  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
City Engineer Dick Tuttle  
City Clerk Jamie Logan  
City Attorney Joe Lauber

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# *Resolutions*

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

<b>MEETING DATE</b>	02/27/2023	
<b>BILL NUMBER</b>	R23-20	
<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 TANDEM PAVING COMPANY, INC. FOR THE 2023 PAVEMENT MAINTENANCE PROGRAM</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Director Community Development	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$721,247.00
	Budget Line Item:	210-55-79400 - \$413,797.00 280-88-79915 - \$307,405.00
	Balance Available	210-55-79400-\$413,797.00 280-88-79915-\$375,00.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To Provide an edge mill and asphalt overlay to streets identified in the CIP Plan, 2020 Pavement Management Analysis Report and 2023 Budget.	
<b>BACKGROUND</b>	Staff sent solicitations to 6 asphalt paving companies as well as a legal advertisement and posting the bid on the City's web site. Bids were received on February 2, 2023 for the 2023 Pavement Maintenance Program consisting of milling and asphalt overlay. Two bids were received with Tandem Paving Company, Inc. submitting the lowest and best bid.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	Project bids received on February 2, 2023 with the lowest responsible bid submitted by Tandem Paving Company, Inc. in the amount of \$721,247.00. The bid amount is within budget and the bid is just 1.8% above the Engineer's estimate.	
<b>PUBLIC INFORMATION PROCESS</b>	Project was publicly advertised on January 10, 2023 and Bids were publicly opened on February 2, 2023	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>DEPARTMENT RECOMMENDATION</b>	The Community Development Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, Tandem Paving Company Inc. bid submittal, and Bid Tabulation



CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*February 27, 2023*

RESOLUTION NUMBER  
*R23-20*

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH  
TANDEM PAVING COMPANY, INC. FOR THE 2023 PAVEMENT MAINTENANCE PROGRAM**

**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 has adopted the 2023-2027 Capital Improvements Program, which identifies surface transportation improvements to be completed; and

**WHEREAS,** the Board of Aldermen authorized in the 2020 budget, funding for the City Administrator to execute an agreement with Infrastructure Management Services (IMS) LLC to provide a Pavement Management Analysis Report for all city streets; and

**WHEREAS,** the Board of Aldermen adopted Ordinance 2405 establishing the budget for Fiscal Year 2023 on November 28, 2022, appropriating funds for road improvements, and repairs; and

**WHEREAS,** Tandem Paving Company, 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 Tandem Paving Company, Inc. for the construction of the 2023 Pavement Maintenance Program:

*PASSED and APPROVED, via voice vote, () this 27<sup>th</sup> Day of February, 2023*

---

Mike Todd  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

[R23-20]

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LIFE OUTSIDE THE LINES

CONTRACT DOCUMENTS AND  
SPECIFICATIONS

**2023 PAVEMENT MAINTENANCE PROGRAM  
ASPHALTIC CONCRETE OVERLAY**

**Bid 23-01**

**City of Grain Valley  
Community Development Department  
711 S. Main Street  
Grain Valley, MO 64029**

**Bidder's Name and Address:  
Phone & Fax No.**

TANDEM PAVING CO., INC.  
617 SE INDUSTRIAL DR.  
BLUE SPRINGS, MO 64014  
816.229.3929  
   
 

January 2023

# BID BOND

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

**BIDDER (Name and Address):**

Tandem Paving Company, Inc  
617 SE Industrial Drive  
Blue Springs, MO 64014

**SURETY (Name and Address of Principal Place of Business):**

Hudson Insurance Company  
100 William Street  
New York, NY 10038

**OWNER (Name and Address):**

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

**PROJECT**

Date: February 2nd, 2023

Amount: (5%) Five Percent of the Total Amount Bid

Description (Name and Location):

2021 Pavement Maintenance Program  
Asphaltic Concrete Overlay

**BOND**

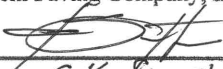
Date: February 2nd, 2023

Amount: (5%) Five Percent of the Total Amount Bid

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**BIDDER AS PRINCIPAL**

Company: Tandem Paving Company, Inc (Corp. Seal)

Signature: 

Name and Title: C.K. SMITH - VICE PRESIDENT

**SURETY**

Company: Hudson Insurance Company (Corp. Seal)

Signature: 

Name and Title: Nicole M Johnson, Attorney-In-Fact

(Attach certified Power of Attorney)

NOW THEREFORE, Bidder and Surety jointly and severally agree to bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of the Bond and subject to the following terms and conditions:

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and the performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
  - a. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and the performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - b. All bids are rejected by Owner, or
  - c. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder).
3. Payment under this Bond will be due and payable upon default of Bidder and within ten (10) calendar days after receipt by Bidder and Surety of written notice of default from Owner.
4. Notice required hereunder shall be in writing and sent via U.S. Mail or hand delivered to both Bidder and Surety at their respective addresses shown on the face of this Bond and shall be deemed to be effective upon receipt by the party concerned.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder.
6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
7. This Bond is intended to conform to all applicable laws. Any applicable requirement of any applicable law that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable law, then the provisions of said laws shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

Address of Owner:

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

Address of Bidder:

[Insert Name and Address]  
Tandem Paving Company, Inc  
617 SE Industrial Drive  
Blue Springs, MO 64014

Address of Surety:

[Insert Name and Address]  
Hudson Insurance Company  
100 William Street  
New York, NY 10038



**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Rodney W. Paddock, Eric Dedovesh, Nicole M. Johnson**  
of the State of Missouri

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 10th day of June, 20 22 at New York, New York.



Attest Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By Michael P. Cifone  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 10th day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy  
Notary Public, State of New York  
Qualified in NY County  
Commission Expires 06/01/2023

**CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 10th day of February, 20 23

By Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

**BID GUARANTY**

Attached hereto is a BID BOND Certified Check from TANDEM PAVING Co. INC (the "Bidder") in the amount of 5% Dollars (\$ \_\_\_\_\_), which represents no less than five percent (5%) of the total Bid and payable to the City of Grain Valley, Missouri.

The Undersigned Bidder agrees that the accompanying Bid Security shall be forfeited to and become the property of the Owner should Bidder fail or refuse within the time required by the Bidding Documents to fully execute the Agreement as required by the Bidding Documents and timely delivery of a fully executed Performance Bond and Payment Bond required by the Bidding Documents and Contract Documents.

Dated this 2<sup>nd</sup> day of FEBRUARY, 20 23

TANDEM PAVING Co., INC.  
Name of Bidder (typed)

By: [Signature]  
(Authorized Signature)

Printed Name: C.K. SMITH

Title: VICE PRESIDENT

Address: 617 SE INDUSTRIAL DR.  
BLUE SPRINGS, MO 64014

ATTEST:

Jamie Smith  
Secretary (If Corporation)

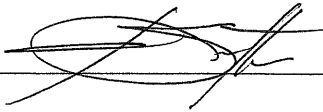
*Affix Corporate Seal*





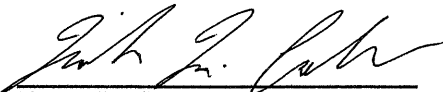
I further depose and state that Bidder has not received any payment or gratuity from a Subcontractor or Supplier, as an inducement for the award of a subcontract or a purchase order.

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

 C.K. SMITH - VP  
Signature

, 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:

JAN. 27<sup>TH</sup> 2025

NICHOLAS MATTHEW CALDRONE NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES JANUARY 27, 2025 JACKSON COUNTY COMMISSION #17469660
---

**AFFIDAVIT of COMPLIANCE**

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

State of Missouri

County of JACKSON ) ss:

Now this 2<sup>ND</sup> day of FEBRUARY, 202~~1~~<sup>3</sup> 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 TANDEM PAVING Co. ("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.

  
\_\_\_\_\_  
Authorized Agent, Partner, Owner or Officer

C.K. SMITH  
\_\_\_\_\_  
Printed Name

VICE PRESIDENT  
\_\_\_\_\_  
Title

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

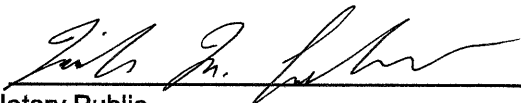
I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

N/A  
Human Relations Director

Printed Name

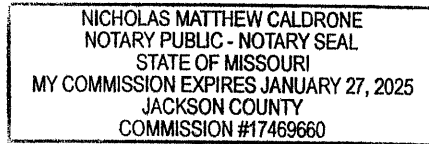
Title

Subscribed and sworn to before me this 2<sup>ND</sup> day of FEBRUARY, 2023

  
Notary Public

My commission expires:

JAN. 27<sup>TH</sup> 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.



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.

- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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 1-Asphaltic Concrete Overlay**

Item No.	Description	Units	Quantity	Unit Price	Extension
1	2-Inch Edge Mill	SY	30,400	\$ 1.91	\$58,064 <sup>00</sup>
2	2-Inch Cold Milling	SY	11,180	\$ 2.15	\$ 24,037 <sup>00</sup>
3	4-Inch Cold Milling	SY	4,600	\$ 4.37	\$ 20,102 <sup>00</sup>
4	2-Inch Asphaltic Concrete Overlay	Tons	7,100	\$ 75.75	\$537,825 <sup>00</sup>
5	4-Inch Asphaltic Concrete Overlay	Tons	510	\$ 78 <sup>00</sup>	\$ 39,780 <sup>00</sup>
6	Restore Section Corner Monument Boxes	EA	2	\$2,000 <sup>00</sup>	\$4,000 <sup>00</sup>
7	Traffic Control	LS	1	\$22,439 <sup>00</sup>	\$ 22,439 <sup>00</sup>
8	Force Account (Set)	1	FA	\$15,000.00	\$15,000.00
<b>Total Amount of Base Bid</b>					\$ 721,247 <sup>00</sup>

SEVEN HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED FORTY-SEVEN <sup>No</sup>/<sub>100</sub> DOLLARS  
**Total Amount of Bid for Project (Typed or Written)**

**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 45 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.: *00159927* [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]

TANDEM PAVING Co, INC

By:

[Signature]



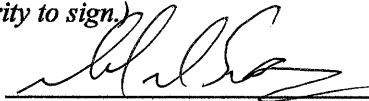
[Printed name]

C.K. SMITH - VP

{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]

DAVID D. SMITH

Title:

PRESIDENT

Submittal Date:

2/2/23

Address for giving notices:

PO Box 1417

BLUE SPRING, MO 64013

Telephone Number:

816. 215. 1876

Fax Number:

816. 229. 3929

Contact Name and e-mail address:

C.K. SMITH CKSMITH@TANDEMPAVING.COM

Bidder's License No.:

00159927

(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?

C.K. SMITH - VICE PRESIDENT - 8/6.2/5.1876

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
	SEE ATTACHED SHEET			

Attach additional sheets if required.

## 2023 Equipment List

Qty	Description
7	Tri-Axle Dump Truck
1	Volvo 7110B Asphalt Paver
1	Blaw Know PF4410 Asphalt Paver
1	Weiler P385 Asphalt Paver
1	Wirtgen 200i
1	Wirtgen 120CFI
1	Bobcat T76
1	Bobcat S76
2	Bobcat S770
1	Hamm HD120i - 15 ton
2	Hamm HD13i - 5 ton
1	Cat CV534C
1	Ingersoll Rand PT125
1	BW120AC3 Roller
1	Rosco Maximizer 2 Oil Distributer
1	Broce Broom

**LIST OF CONTRACTS ON HAND**

LOCATION	TYPE OF WORK/CONTRACTING AGENCY	CONTRACT PRICE	DATE	% COMPLETE
RAYMORE, MO	MiW/OVERLAY - WALMART	\$780,000	4/1/23	0
KC, MO	MiW/OVERLAY - ACI	\$70,000	4/15/23	0
LEE'S SUMMIT	ASPHALT REPAIR - CITY OF LSMO	\$265,000	4/15/23	0

Attach additional sheets if required.

Proposed Subcontractors

Proposed Subcontractors				
Traffic Control	Morgan Contractors			

Proposed Suppliers

Proposed Suppliers				
Asphalt	Ideker Inc			

John R. Ashcroft Secretary of State  
 2022 ANNUAL REGISTRATION REPORT  
 BUSINESS

**00159927**  
**Date Filed: 4/5/2022**  
**John R. Ashcroft**  
**Missouri Secretary of State**

\* SECTION 1, 3 & 4 ARE REQUIRED

REPORT DUE BY: 5/31/2022

**00159927**  
 TANDEM PAVING CO, INC.  
 JASON REW  
 601 NW JEFFERSON STE. 100  
 BLUE SPRINGS MO 64014

	RENEWAL MONTH: <b>FEBRUARY</b>	
	<input type="checkbox"/> I OPT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE	
<b>1</b>	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: *	
	617 SE Industrial Dr (Required)	
	STREET	
	Blue Springs MO 64014	
	CITY / STATE	ZIP

2 If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.

The new registered agent \_\_\_\_\_

**IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.**

The new registered office address \_\_\_\_\_

**Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.**

	OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <b>MUST LIST PRESIDENT AND SECRETARY BELOW</b>		BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE). <b>MUST LIST AT LEAST ONE DIRECTOR BELOW</b>	
	<b>A</b>		<b>B</b>	
<b>3</b>	<u><b>PRESIDENT</b></u> Smith, David D. IV STREET 617 SE Industrial Dr CITY/STATE/ZIP <u>Blue Springs MO 64014-3301</u>		<u><b>NAME</b></u> Smith, David D. IV STREET 617 SE Industrial Dr CITY/STATE/ZIP <u>Blue Springs MO 64014-3301 USA</u>	
	<u><b>SECRETARY</b></u> Smith, Jamie R. STREET 617 SE Industrial Dr CITY/STATE/ZIP <u>Blue Springs MO 64014-3301</u>		<u><b>NAME</b></u> _____ STREET _____ CITY/STATE/ZIP _____	
	<u><b>VICE PRESIDENT</b></u> Smith, Christopher STREET 617 SE Industrial Dr CITY/STATE/ZIP <u>Blue Springs MO 64014-3301</u>		<u><b>NAME</b></u> _____ STREET _____ CITY/STATE/ZIP _____	
	<u><b>TREASURER</b></u> Smith, David D. IV STREET 617 SE Industrial Dr CITY/STATE/ZIP <u>Blue Springs MO 64014-3301</u>		<u><b>NAME</b></u> _____ STREET _____ CITY/STATE/ZIP _____	

NAMES AND ADDRESSES OF ALL OTHER OFFICERS AND DIRECTORS ARE ATTACHED

4 The undersigned understands that false statements made in this report are punishable for the crime of making a false declaration under Section 575.060 RSMo. Photocopy or stamped signature not acceptable. \*

Authorized party or officer sign here Jason Rew (Required)

Please print name and title of signer: Jason Rew / Other

NAME TITLE

REGISTRATION REPORT FEE IS:  
 \_\_\_\$20.00 If filed on or before 5/31/2022  
 \_\_\_\$35.00 If filed on or before 6/30/2022  
 \_\_\_\$50.00 If filed on or before 7/31/2022  
 \_\_\_\$65.00 If filed on or before 8/31/2022  
**ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.**

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE**

E-MAIL ADDRESS (OPTIONAL): jrew@or-law.com

**REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**  
 RETURN COMPLETED REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 65102



**DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the **finished product** only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

**QUALIFYING FOR THE DOMESTIC PRODUCTS PREFERENCE**

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

**NON-DOMESTIC PRODUCT**

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

**THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:**

(Table 1) **ALL** products bid are manufactured or produced **in the U.S.** and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) **ALL** products bid are manufactured or produced **outside the U.S.** and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an **item-by-item certification** is necessary.

**The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.**

**TABLE 1 - ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)**

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

**TABLE 2 - ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)**

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

**TABLES 3 THROUGH 6 - ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO PRIOR TWO TABLES)**

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

**TABLE 3 - U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)**

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

ITEM #	U.S. CITY/STATE WHERE MANUFACTURED/PRODUCED	ITEM #	U.S. CITY/STATE WHERE MANUFACTURED/PRODUCED

**TABLE 4 - FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

ITEM #	COUNTRY WHERE MANUFACTURED/PRODUCED	ITEM #	COUNTRY WHERE MANUFACTURED/PRODUCED

**TABLE 5 - FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

ITEM #	COUNTRY WHERE PROPOSED FOREIGN-MADE PRODUCT IS MANUFACTURED/PRODUCED	NAME OF APPLICABLE U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION	OFFICIAL WEBSITE URL FOR THE U.S. TREATY, LAW, AGREEMENT, OR REGULATION

**TABLE 6 - FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE U.S. MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)**

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one U.S. Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole U.S. manufacturer name.
- Identify name of sole U.S. manufactured product/line of particular good.

ITEM #	COUNTRY WHERE PROPOSED FOREIGN-MADE PRODUCT IS MANUFACTURED/PRODUCED	SOLE U.S. MANUFACTURER NAME	NAME OF SOLE U.S. MANUFACTURED PRODUCT OR LINE OF PARTICULAR GOOD

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (IF SUBMITTING BID ELECTRONICALLY, SCANNED OR TYPED SIGNATURE IS ACCEPTABLE)

COMPANY NAME

  
TANDEM PAVING Co. Inc.



**2023 Pavement Maintenance Program-Asphaltic Concrete Overlay**

Item No.	Item Description	Unit	Estimated Quantity	Engineer's Estimate		Tandem Paving		Superior Bowen Asphalt Co.		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	2-Inch Edge Mill	SY	30,400	\$2.10	\$63,840.00	\$1.91	\$58,064.00	\$2.25	\$68,400.00	
2	2-inch Cold Milling	SY	11,180	\$2.30	\$25,714.00	\$2.15	\$24,037.00	\$2.25	\$25,155.00	
3	4-inch Cold Milling	SY	4,600	\$3.10	\$14,260.00	\$4.37	\$20,102.00	\$6.00	\$27,600.00	
4	2-inch Asphaltic Concrete Overlay	Tons	7,100	\$75.00	\$532,500.00	\$75.75	\$537,825.00	\$86.00	\$610,600.00	
5	4-inch Asphaltic Concrete Overlay	Tons	510	\$75.00	\$38,250.00	\$78.00	\$39,780.00	\$80.00	\$40,800.00	
6	Restore Section Corner Monument Boxes	EA	2	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	
7	Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$22,439.00	\$22,439.00	\$6,500.00	\$6,500.00	
8	Force Account	FA	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	
Total of All Unit Price Bid Items						\$708,164.00		\$721,247.00		\$799,055.00

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

<b>MEETING DATE</b>	02/27/2023	
<b>BILL NUMBER</b>	R23-21	
<b>AGENDA TITLE</b>	<b>A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DEPTH SECURITY TO CONDUCT EXTERNAL AND INTERNAL NETWORK PENETRATION TESTING AND WIRELESS SECURITY TESTING</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$16,200.00
	Budget Line Item:	100-08-74600 \$10,000 100-60-74600 \$5,000 100-65-74600 \$5,000
	Balance Available:	\$20,000
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To understand real-world information security threats and associated risks within the context of the City and identify vulnerabilities in the infrastructure, applications and users.	
<b>BACKGROUND</b>	NetStandard Inc. provides information technology support and data back-up services to the City. NetStandard works with Depth Security in providing this level of service with their other clients and comes highly recommended.	
<b>SPECIAL NOTES</b>	This Network Penetration Testing Service was included in the 2023 budget.	
<b>ANALYSIS</b>	Depth Security will provide an assessment report with specific details needed to understand the issues discovered and assign resources to quickly mitigate the vulnerable areas.	
<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, Statement of Work: Enterprise Penetration Test

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*February 27, 2023*  
RESOLUTION NUMBER  
R23-21

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN  
AGREEMENT WITH DEPTH SECURITY TO CONDUCT EXTERNAL AND INTERNAL  
NETWORK PENETRATION TESTING AND WIRELESS SECURITY TESTING**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley, Missouri passed Ordinance 2023 on November 28, 2022 approving the 2023 Fiscal Year Budget and Comprehensive Fee Schedule; and

**WHEREAS**, the Board of Aldermen in the 2023 Fiscal Year Budget approved funding for external and internal network penetration testing and wireless security testing; and

**WHEREAS**, the purpose of this testing is to understand real-world information security threats and associated risks within the context of the City and identify vulnerabilities in the infrastructure, applications and users; and

**WHEREAS**, NetStandard Inc. provides information technology support and data back-up services to the city and works with Depth Security in providing this level of service with their other clients and comes highly recommended; and

**WHEREAS**, Depth Security will provide an assessment report with specific details needed to understand the issues discovered and assign resources to quickly mitigate the vulnerable areas; and

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

**SECTION 1:** The City Administrator is authorized to sign the Affirmation of Understanding with Depth Security in the Statement of Work: Enterprise Penetration Test.

*PASSED and APPROVED, via voice vote, (-) this \_\_ Day of \_\_\_\_\_, 2023.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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# DEPTH

SECURITY

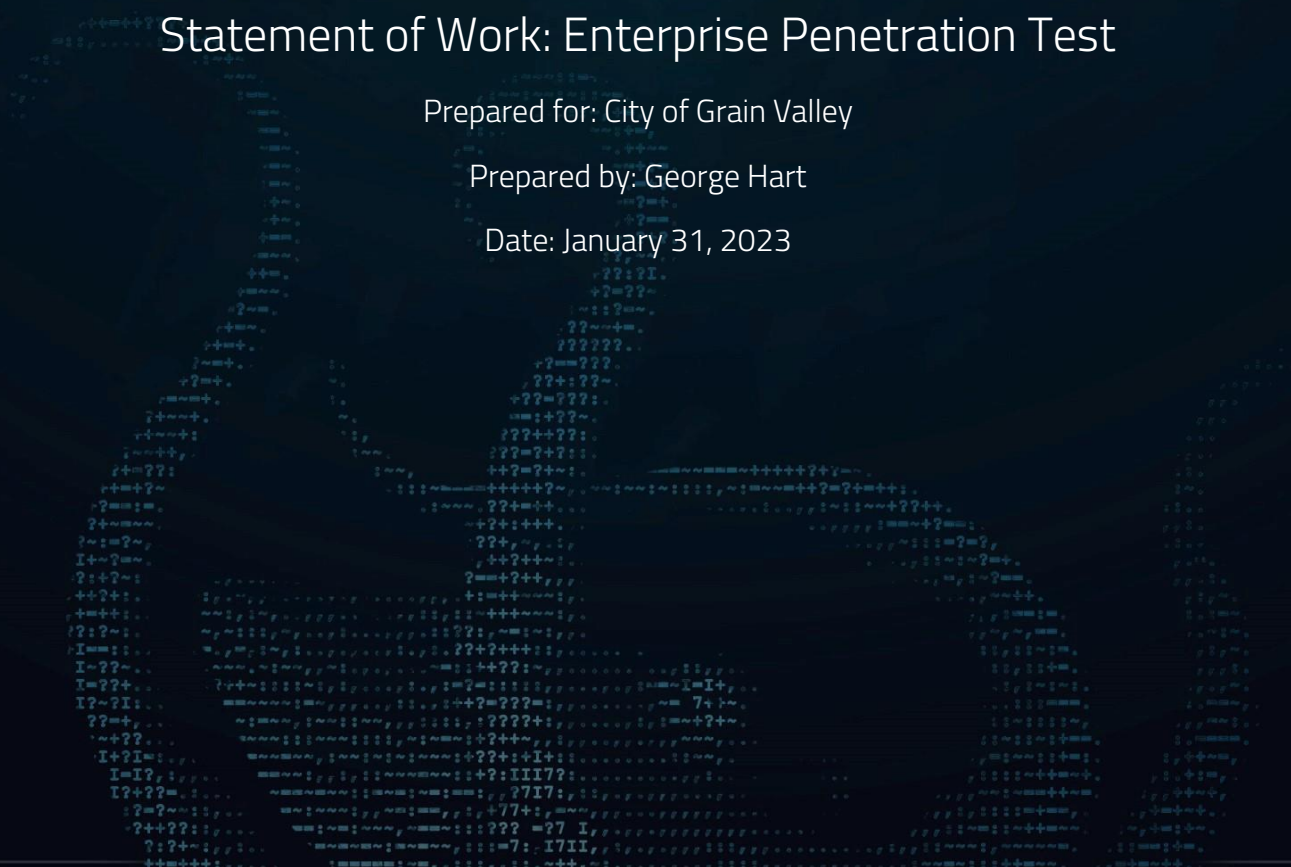
A KONICA MINOLTA SERVICE

## Statement of Work: Enterprise Penetration Test

Prepared for: City of Grain Valley

Prepared by: George Hart

Date: January 31, 2023



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# Company Profile

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## Who We Are

Depth Security is the IT Security Services Group of All Covered, a division of Konica Minolta Business Solutions U.S.A., Inc., a New York corporation. We were founded by a small group of information security engineers and are still run by the same team today. Our team culture is deeply anchored in experience, creativity, and talent. Unlike many of our competitors, we've spent decades in the trenches of IT security, not 50,000 feet up in the clouds.

We've been key players at some of the largest IT security organizations and led some of the best corporate information security teams for enterprise organizations. We not only designed next-level information security solutions, but we also built them and were responsible for the day-to-day SecOps in some of the most challenging environments. Most importantly, we've walked in our client's shoes and we understand.

When you engage Depth Security as a trusted information security partner, you gain access to our full range of consulting services. We leverage our experience, knowledge, and contacts to make you successful.

### Depth Security

2131 Washington Street  
Kansas City, MO 64108  
Phone: 816-299-4123  
Fax: 816-299-4121

<https://www.depthsecurity.com>

## How We Are Different

**We Don't Outsource to Other Entities** – Every person on our team is exclusively a full-time employee of Depth Security.

**Conservative and Contextual Severity Ratings** – Our severity ratings are based on the real-world applicability and context of the finding. If a flaw is rated as "Critical" severity, it is accompanied by a detailed attack chain with exploitation and escalation.

**Quality Over Quantity** – Our goal is to provide consumable deliverables in the most concise way. We strive to deliver our value through the quality of our findings rather than quantity.

**Real-World Attack Scenarios** – We do not just tell you, "you're vulnerable," we show you. Screenshots and easy-to-understand descriptions reveal each vulnerability's true risk.

**Discovery of Unknown or "0-day" Vulnerabilities** – We have discovered and responsibly disclosed dozens of unknown flaws in commercial, off-the-shelf software and infrastructure during assessments for our clients in the past few years alone.

**Remediation Verification Included** – Every internet-facing assessment includes remediation verification at no additional cost. After you think you have resolved the vulnerabilities we identify, we will recheck them for you to make sure they have been appropriately remediated.

**We Find Flaws Other Firms Miss** – Not only flaws but critical severity flaws. It's common for us to demonstrate a catastrophic compromise after other assessors provide a "clean bill of health".

**We've Been in Your Shoes** – We understand that defending an organization is more difficult than attacking one. And we've been on both the corporate security and consultative sides of the house.

**Better Defense Through Offensive Knowledge** – We use our offensive expertise and defensive experience to build better defenses for our clients.

**We're Not Everything to Everyone** – We aren't a "one-stop" shop for all of your information security needs. We stay focused and only provide services and solutions that we believe in and can execute on.

**Transparency and Integrity** – It sounds cliché, but these concepts are at the foundation of everything we do. The InfoSec industry is full of smoke and mirrors. We're the opposite.

**If There's A Way In, We'll Find It** – It's not just our tagline; we live and breathe this every day.

## Security Assessment Drivers

We understand that organizations request assessment services for varying reasons. Our goal is to provide deliverables that meet our clients' specific needs, given their unique business requirements.

**Industry Regulation (PCI, HIPAA, SOX, GDPR, GLBA, FISMA, ISO 27001, 23 NYCRR 500, etc.)** – Properly performed, security assessments of in-scope applications and networks can fulfill and validate compliance with industry regulations like the PCI DSS and PA-DSS.

**Partner/Vendor Agreement** – New business partners often have security standards that include security assessments of pertinent applications or networks as a requirement.

**Potential Clients** – Application providers are often tasked by prospective clients to provide an independent security assessment of a web application before sales can commence.

**Incidents** – Have you had a security incident, or are you concerned about a potential event?

**Due Diligence** – Organizations not conducting proper penetration testing are at risk of fines, liability, and even cyber insurance claim denial.

**Justification** – There is no better way to justify additional cybersecurity resources than showing executive management and security-stakeholders significant penetration testing results.

**Insurance Requirements** – Cyber risk insurance policies often stipulate penetration testing. Comprehensive policies usually require that testing occur during underwriting as well as continuously during the time the policy is valid.



## Company Contacts

### Sales

**George Hart** / 816.807.2739 / [ghart@depthsecurity.com](mailto:ghart@depthsecurity.com)

### Technical

**Jake Reynolds** / 816.506.4684 / [jake@depthsecurity.com](mailto:jake@depthsecurity.com)

### Project Management

**Luke Baker** / 816.591.3606 / [lbaker@depthsecurity.com](mailto:lbaker@depthsecurity.com)

**Jen Rogers** / 763.852.1660 / [jrogers@depthsecurity.com](mailto:jrogers@depthsecurity.com)

# Proposal

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## Introduction

City of Grain Valley has requested a proposal for an Enterprise Penetration Test. This engagement includes:

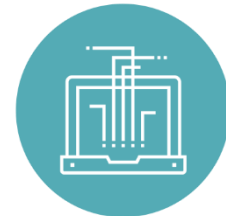
- External Network Penetration Testing
- Internal Network Penetration Testing
- Wireless Security Testing

We appreciate the opportunity to respond to this request and welcome any questions or comments. The following proposed services are in response to a request by Justin Marolf on January 31, 2023 and can be customized further in the event the requirements change.

## Summary of Requested Services

### External Network Penetration Testing

Understanding real-world information security threats and associated risks within the context of your organization has never been more challenging or essential. Without an accurate understanding of precisely what your internal security posture looks like, it's nearly impossible to know where to spend time and resources and in what order. Statistics often site the majority of breaches being of an internal nature. However, perimeter services have ~seven billion potential attackers, while internal services always have some significant fraction of that.



Our external network penetration testing service provides the quickest path to ground when you are trying to ascertain the real-world risk posed to your external infrastructure, applications, and users. Performed from the perspective of an Internet-based attacker, we simulate real-world attacks on your organization by focusing on internet-exposed assets and users. We use the same techniques and tools that attackers do to show you what is possible.

Our [mature methodology](#) goes beyond automated network scanning to include manual testing, real-world attack scenarios where applicable, and elimination of all false-positive results. Instead of guessing about the impact and what "could" happen, we show you what can happen and provide play-by-play details of how and why exploitation occurred. We then offer prioritized tactical and strategic recommendations for how to address the issues discovered. We provide this data in an easily consumable format for multiple audiences, including executives, managers, and technical staff.

### Highlights:

- Manual validation of every finding
- Real-world attack scenarios, step-by-step exploitation narrative
- Mature, experience-driven methodology, thousands of assessments performed
- Prioritized, short and long-term recommendations
- Executive, management and technical reporting sections

- Remediation verification included
- 

## Internal Network Penetration Testing

Understanding real-world information security threats and associated risks within the context of your organization has never been more difficult or important. Without an accurate understanding of exactly what your internal security posture looks like, it's nearly impossible to know where to spend time and resources and in what order.



We live in a world where seriously effective hacking tools, and the techniques necessary to use them have never been more readily available. For instance, *several* different publicly accessible tools allow an attacker with basic AD credentials to automatically escalate to Domain Admin privileges. Insecure-by-default Windows services like LLMNR and IPV6 allow potentially catastrophic attacks by uncredentialed attackers with relatively low skill.

Our internal network penetration testing service provides the quickest path to ground when you are trying to ascertain the real-world risk posed to your internal infrastructure, applications, and users. Executed from the inside of your organization's network, we simulate real-world attacks on your organization by an unauthorized entity. No credentials are required for this engagement. We use the same techniques and tools that attackers do to show you what is possible.

Our [mature methodology](#) goes beyond automated network scanning to include manual testing, real-world attack scenarios where applicable, and elimination of all false-positive results. Instead of guessing about the impact and what "could" happen, we show you what can happen and provide play-by-play details of how and why exploitation occurred. We then offer prioritized tactical and strategic recommendations for how to address the issues discovered. We provide this data in an easily consumable format for multiple audiences, including executives, managers, and technical staff.

### Highlights:

- Manual validation of every finding
  - Real-world attack scenarios, step-by-step exploitation narrative
  - Mature, experience-driven methodology, thousands of assessments performed
  - Prioritized, short and long-term recommendations
  - Executive, management and technical reporting sections
-

## Wireless Security Testing

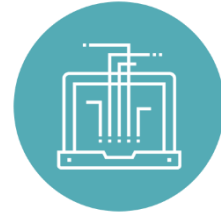
Wireless networks transcend physical boundaries, allowing organizations the freedom of mobile network access. However, improperly configured wireless networks create grave security risks for organizations intending to protect their sensitive information.

Wireless security testing examines the wireless networks available from in-scope premises specified by the client. These networks are then assessed for:

- Secure configuration
- Strong authentication and encryption
- Proper guest wireless network segmentation

Penetration is attempted on insecure wireless networks. Techniques include but are not limited to:

- Cracking keys on weak wireless protocols such as WEP and WPS
- Offline dictionary attacks on weak WPA preshared keys
- Evil twin RADIUS server attacks on misconfigured 802.1x/PEAP clients
- Attacking corporate systems that are mingled with wireless guest networks
- Abusing insufficient segmentation between guest wireless and internal networks
- Captive portal cloning and evil twin attacks



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# Scope of Work

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External Network Penetration Testing
<b>Duration:</b> 3 business days
<b>Location:</b> Offsite
<b>Scope:</b> 50.229.92.98/255.255.255.248 - Up to 2 Live IPs
<b>Notes:</b> cityofgrainvalley.org

Internal Network Penetration Testing
<b>Duration:</b> 5 business days
<b>Location:</b> Offsite
<b>Scope:</b> 192.168.1.0/24
<b>Notes:</b> 1 Active Directory forest/domain - cityofgrainvalley.org 35 employees 45 live systems Will not test NAC or port security Everything can be tested from one physical location and network port Avoid travel costs by sending a remote testing box onsite.

Wireless Security Testing
<b>Duration:</b> 1 business days
<b>Location:</b> Offsite
<b>Scope:</b> 2 SSIDs, 1 Physical Location
<b>Notes:</b> Physical Address: 711 N Main St, Grain Valley, MO 64029 SSIDs: GV-C (Internal) GV-Guest (Guest)

# Deliverables

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The assessment report will contain each section listed below:

## Executive Summary

The executive summary is a high-level report summarizing the results, interpretations, and recommendations gathered throughout the engagement. The information is presented at a level that is useful for executive decision making.

## Management Summary

The management summary is a mid-level report of specific notable items encountered during the assessment. This information can be used by project management personnel to assign resources and plan dependencies around mitigation efforts.

## Assessment Details

The technical detail table will provide the network or software engineer the specific details needed to understand the issues discovered as well as evaluate the implementation of our specific recommendations.

Upon request, Depth Security will also provide the following deliverables:

## 3<sup>rd</sup> Party Documentation / Letter of Assessment

Organizations have a variety of requirements for proving due diligence to 3<sup>rd</sup> parties. We can provide anything from a letter of assessment describing the project at a high level to a detailed list of what was identified and exploited.

## Custom Tracking Spreadsheets

Often our clients will request a findings spreadsheet to help them track remediation statuses during mitigation efforts. We can generate such reports, including whichever fields the client needs.



## Assessment Fees

Services	Costs
<b>External Network Penetration Testing</b> <i>Scope: 50.229.92.98/255.255.255.248 - Up to 2 Live IPs - cityofgrainvalley.org</i>	<b>\$5,400.00</b>
<b>Internal Network Penetration Testing</b> <i>Scope: 192.168.1.0/24</i>	<b>\$9,000.00</b>
<b>Wireless Security Testing</b> <i>Scope: 2 SSIDs, 1 Physical Location</i>	<b>\$1,800.00</b>
<b>Total: \$16,200.00</b>	

Remediation verification valid for identified findings only and does not constitute a new assessment

Remediation verification valid for up to 60 days after report delivery with new systems/pages/functionality not in-scope

Limit of *one (1)* verification request per assessment, not per finding

Client to provide explicit list of *remediated* findings for verification

Remediation verification not valid for internal (non-publicly accessible) findings

Prices quoted are for business-hours testing only

Optional services not included in the final total

Travel and lodging billed separately based on actual costs

Proposal valid for 30 days

# Statement of Risk

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The objective of Offensive Security Testing is to identify security vulnerabilities to allow the Client to remediate issues in a planned manner, thus enhancing their security posture. With regard to the Offensive Security Testing referenced in this proposal, the Client hereby acknowledges and agrees:

1. Client Acknowledgment. Information/Network/System/Application security is a continually growing and changing field and that Offensive Security Testing provides a measurement of an environment's protections, maturity, and resiliency. However, this testing is a measurement only and cannot guarantee an environment is secure from every form of attack. Results are relevant only to testing performed within the scope of this agreement at the point in time executed.
2. Custom Methodology; Limitations. Depth Security will perform testing using a custom methodology which attempts to identify security vulnerabilities and/or configuration errors on one or more computer systems owned and/or operated by the Client. Testing accuracy and efficacy is limited by:
  - a. Scope: Client is responsible for providing accurate scoping information.
  - b. Time: Every effort is made to accurately estimate the amount of time required for thorough coverage. However, time allotted is a function of both scope and budget that is mutually agreed upon by both parties executing this agreement.
  - c. Skillset: Depth Security will provide experts qualified in the areas scoped for this engagement.
  - d. Controls: Preventative controls may exist that mask or otherwise hide security weaknesses from testers.
3. Client Responsibility to Provide Awareness. The methods, techniques and tools used within the methodology are similar in nature to those used by threat actors, or "hackers", attempting to compromise the assets in scope. This engagement may produce logs and/or alerts indicating compromise within the Client's environment. It is the Client's responsibility to provide awareness to teams responding to these indicators at the level the Client deems appropriate.
4. Client Representation of System Ownership. Client has the legal right to subject the designated systems in the provided scope to the aforementioned testing and that if it is not the owner of the asset, it has obtained such right from the legal owner of the system.
5. Data Back-up. Client has the sole responsibility for adequate protection and backup of data and/or equipment used in connection with this scoped testing and hereby waives any claim

against Depth Security for lost data, re-run time, inaccurate output, work delays or lost profits resulting from this engagement.

6. Disruption to Client Systems. Depth Security will take reasonable steps to preserve the operational status of all tested systems. If the exercise appears to be causing a real or suspected disruption to the Client's activities, operations, or production systems, the assessor(s) will immediately halt the exercise and notify the Client. If Client notices or suspects that its activities, operations or production systems have been disrupted by system testing, it will notify the assessor immediately. Due to the sensitive nature of this scope of work, it is imperative that the Client understands the associated risks.

7. Use of Tools and Methods. Depth Security is authorized to perform the component tests listed in this agreement, at its sole discretion, using appropriate tools and methods.

8. Confidentiality. All information related to this testing will be treated as highly confidential data, with commensurate protections.

9. Testing Credentials. Client is responsible for managing/disabling/deleting testing credentials, or any other access granted for performance of the engagement once testing has concluded.

10. Timeline; Scheduling. Once a project start date has been mutually agreed upon, and added to the schedule, Depth Security requires a minimum of 10 business days before that date for a project to be rescheduled. Any rescheduling requested within the 10-day window before the start date will be subject to resource availability and cannot be guaranteed. In the event a project cannot be started on the agreed upon date but was not rescheduled by the Client prior to commencement, the project will incur a 25% rescheduling fee.

# Affirmation of Understanding

---

Client understands the aforementioned Statement of Risk and authorizes Depth Security to use these and similar methods to accomplish the goals of this project. Client understands that Depth Security has agreed not to divulge any information regarding the details of the assessment or evidence collected to any third party not covered by an applicable Non-Disclosure Agreement without the explicit written authorization of the designated primary contact and authorizing agent or chief officer of the client's organization.

Depth Security agrees to provide complete disclosure of all information gathered, including copies of data and evidence, and reports created by the assessor, and will keep the organization informed of all activities, operations, and proceedings of the assessment. Client agrees to provide open avenues for communication and timely response to calls during the assessment.

Client grants Depth Security permission to perform research, make recommendations, follow the course of action within the scope of work, and agree to the terms of risk as contained in this document.

This Statement of Work is subject to the Terms and Conditions of Service set forth in Appendix B.

Client understands and agrees that all services and deliverables are provided in accordance with and subject to the Terms and Conditions of Service set forth in Appendix B.

The below-signed parties have reviewed this Statement of Work and agree to the stated scope and price of work and associated terms and assumptions.

**Project Name:** Enterprise Penetration Test

**Project Cost:** \$16,200.00

**Accepted by:** City of Grain Valley

**Terms:** Net30 Billed from Date of Report Delivery

**Client Name (Print):** \_\_\_\_\_

**Client Title:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

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

**Purchase Order Number:** \_\_\_\_\_

*Please send signed proposal and/or purchase order to [sales@depthsecurity.com](mailto:sales@depthsecurity.com)*

# Appendix A

## Severity Rating Methodology

The impact and probability of an event are commonly used measurements for classifying the risk of a vulnerability. Organizational impact is usually defined in cost with probability being defined as the annual likelihood of an event occurrence. Since the impact of a given event can vary greatly between different organizations, Depth Security uses a "perceived impact" rating that relatively estimates the impact of vulnerability exploitation. Similarly, the probability of the same event occurring can vary drastically between or even within the same organization. Depth uses a "perceived probability" rating that relatively estimates the probability of each vulnerability being exploited.

The matrix below demonstrates how severity is determined for each vulnerability identified:

		Critical			
Lowest ←		PROBABILITY →			Highest
Highest ↑ IMPACT ↓ Lowest	Medium	High	High	High	
	Low	Medium	High	High	
	Low	Low	Medium	Medium	
	Informational				

**Informational** – This additional severity ranking is used when the assessment team has found an issue that does not introduce risk, but should be addressed as a best practice.

## Remediation Status Methodology

During retesting, it often becomes necessary to keep track of the remediation status of identified vulnerabilities. Depth Security uses the following rating system to describe the remediation status of each vulnerability:

STATUS	DESCRIPTION
Not Remediated	The issue still existed during remediation verification
Partially Remediated	The issue was only partially remediated
Remediated	The issue has been properly remediated

## Network Penetration Testing Methodology

The details of our network penetration testing methodology have been refined over the course of many assessment engagements. However, it follows the seven high-level sections specified by the [Penetration Test Execution Standard](#).

### Pre-Engagement Interactions

- Project requirements-gathering
- Target identification and scoping
- Proposal presentation
- Proposal signing
- Project scheduling
- Kickoff meeting held
  - In-scope targets discussed and verified
  - Identify testing windows and testing time exclusions
  - Identify systems and services to exclude from testing
  - Notification guidelines established for exploitation and post-exploitation
  - Rules of engagement established

### Intelligence Gathering

- Network reconnaissance
- Domain reconnaissance
- UDP/TCP/ICMP port-scanning
- Operating system fingerprinting
- Remote access endpoint detection
- Service banner enumeration
- SSL/TLS version & cipher enumeration
- Username/email address harvesting and list creation
- Screenshot inventory of all web services
- Web services directory enumeration
- Probing of dynamic web application content

### Threat Modeling

- Organizational network pain-points and worst-case-scenarios discussed with client
- Key assets such as remote access, CRM, webmail, apps containing client data identified and targeted
- Many threats such as phishing, wireless, physical, and others not commonly performed unless explicitly scoped
- Basic network threat models assumed:
  - External Network Penetration Test: An external attacker conducts server-side attacks against an organization's perimeter, with a goal of compromising it, pivoting through to attack internal networks, and eventually escalating privileges to control the enterprise
  - Internal Network Penetration Test: An unauthenticated, attacker with internal network access conducts server-side attacks against an organization's internal systems with a goal of escalating privileges to control the enterprise
  - Wireless Penetration Test: An external attacker within range targets an organization's wireless networks, attempting to gain unauthorized access
  - Trusted Access Penetration test: A vendor, employee, partner, consultant, or other entity abuses an organization's trust, using their credentials to gain unauthorized access to sensitive data and systems, eventually escalating privileges to control the enterprise



## Vulnerability Analysis

- Evasive TTPs used during testing if explicitly scoped and established in rules of engagement
- Automated network vulnerability scanning of identified systems and services
- Automated application vulnerability scanning of identified web services
- Manual testing of identified systems and services
- Identify known vulnerabilities within open-source / commercial off-the-shelf applications
- Password spraying against significant endpoints such as remote access and AD-integrated apps
- Validation of automated result sets, removal of false positives

## Exploitation

- Exploitation to proceed based on established rules of engagement
- Exploits that require user-interaction such as XSS and phishing used only if explicitly scoped and established in rules of engagement
- Pre-report **critical** findings notifications sent per established rules of engagement
- No destructive (Denial of Service) exploits unless explicitly requested by client
- Proof of concept exploitation of exploitable systems and services

## Post-Exploitation

- Post-Exploitation to proceed based on established rules of engagement
- Pivot through exploited perimeter systems to attack internal networks and systems
- Local privilege escalations on individual systems
- Lateral movement through credential reuse, hash passing, token impersonation, etc.
- Escalate privileges network-wide by abusing weaknesses in Active Directory
- Hop trusts and forests when applicable
- Proof of concept access to sensitive data established by rules of engagement, examples:
  - Escalate to domain admins privileges within Active Directory forest root
  - VIP/HVT email inbox access
  - Unauthorized sensitive database access
  - Unauthorized intellectual property access
  - Access employee payroll system
  - Dump all accounts and hashes from Active Directory

## Reporting & Post-Engagement Interactions

- Finding severity estimation based on perceived attack likelihood and impact
- Reporting delivered with three levels of detail: Executive, Management, and Details
- Step-by-step screenshots reproducing attack scenarios when applicable
- Executive summary with tactical and strategic recommendations
- Wrap-up meeting with findings presentation
- Q&A with client's technical, management, and executive leadership as necessary
- One remediation verification per report on external (remote) tests within 60 days of report delivery
- Remote (Web Conference) executive presentation of findings at clients request
- 3<sup>rd</sup> party letters of assessment & issue tracking spreadsheets available by request
- 

## Commonly Used Tools

- DNS Reconnaissance:
  - Sublist3r
  - Subfinder

- Aquatone
- Fierce
- Gobuster
- Amass
- Reverse WhoIS
- Reverse DNS
- NSLookup
- Dig
- Armory
- Network Reconnaissance:
  - Whois
  - Shodan
  - Censys
  - Nmap
  - Masscan
  - Perimeterator
  - BGP Toolkit
  - Armory
  - PassiveTotal
- Automated Network Vulnerability Scanners:
  - Qualys
  - Nessus
- Automated Application Vulnerability Scanners:
  - BurpSuite Pro Scanner & Extensions
  - Nikto
  - ZAP
- Web Enumeration:
  - FuFF
  - Gobuster
  - Dirbuster
  - Dirb
  - Gowitness
  - BurpSuite Pro Spider, Crawler, & Intruder
- Mobile Apps:
  - Drozer
  - Needle
  - Scrounger
  - MobSF
  - BurpSuite Pro Proxy & Extensions
  - ZAP
  - ADP
  - QARK
  - Hopper
  - Jad
- Email Address Enumeration:
  - TheHarvester
  - Maltego
  - LinkedInt
  - Mailsniper
- Evasion:
  - SpookFlare
  - Invoke-Obfuscation
  - PyFuscation



- SharpShooter
  - SharpSploit
  - Veil Toolkit
  - Offensive DLR
- Exploitation:
  - Metasploit
  - Powershell Empire
  - Social-Engineer Toolkit
  - Spear-Phishing Toolkit
  - Sqlmap
  - Exploit-db / Github / Custom Exploit Code
  - Responder
  - Multirelay
  - Mitm6
  - Ettercap/tcpdump/WireShark/dsniff/arp spoof/sslstrip
  - BurpSuite Pro Repeater & Extensions
  - Rul3r
  - Ysoserial
  - Ysoserial.net
- Post Exploitation:
  - Metasploit
  - Powershell Empire
  - PowerView
  - BloodHound
  - Mimikatz
  - CrackMapExec
  - Impacket
- SSL/TLS Security:
  - Ssltest
  - SSL Labs
- CMS Tools:
  - Cms Explorer
  - BlindElephant
  - WPScan
  - JoomScan
- Login Attacks:
  - Burp Intruder
  - Hydra
  - Ncrack
- BurpSuite Extensions
  - Active Scan++
  - Additional Scanner Checks
  - J2EEScan
  - Java Deserialization Scanner
  - WSDL Wizard
  - EsPReSSO
- Password Cracking:
  - John the Ripper
  - Hashcat
- Wireless:
  - Aircrack-ng
  - coWPAtty
  - FREERADIUS WPE



- PwnSTAR
  - eaphammer
  - Kismet/giskismet/gpsd
- New Targets, New Day, New Tools:
  - The tools mention above are only basic examples.
  - Tool usage changes over time and between assessments.
  - It would be rare to conduct a penetration test without discovering and using at least one new exploit/tool/script/github repo/burp extension/etc.
  - We occasionally discover 0-day vulnerabilities in commercial software during penetration tests and write our own exploits.



# Appendix B

## TERMS AND CONDITIONS OF SERVICE

### 1. SERVICES

Depth Security agrees to provide consulting and professional services described in the Statement of Work for Client. Any additional services requested by Client and accepted by Depth Security will be in the form of subsequent Statements of Work executed by the parties. Each Statement of Work shall contain, among other provisions, a description of the services to be performed and the systems to be provided, the delivery or performance schedule, an estimate of the number of consulting hour/days required, the personnel of Depth Security providing the services, processing charges, fee rates and all other costs.

### 2. TERMINATION

Either party may terminate the Statement of Work if the other party has materially failed to perform its obligations hereunder and not cured such failure within ten (10) days of receipt of written notice thereof.

### 3. ASSIGNMENT OF PERSONNEL

- a. Client shall have the right to meet with Depth Security's personnel to be assigned to confirm the technical qualifications of the personnel prior to assignment to Client. Depth Security shall furnish competent personnel for fulfillment of its obligations.
- b. Should Client become dissatisfied with the performance of any personnel of Depth Security assigned to a specific project under a Statement of Work, Client shall immediately notify Depth Security of the unsatisfactory performance and Depth Security shall replace that person as soon as is reasonably practical following Client's request.

### 4. RELATIONSHIP OF PARTIES

Personnel of Depth Security shall be and remain at all times during any assignment employees of Depth Security and services shall be performed for Client by Depth Security as an independent contractor. Depth Security shall be solely responsible for: 1) services performed by personnel of Depth Security, 2) payment of all compensation owed to personnel of Depth Security, including payment, if applicable, of employment-related taxes and benefits and worker's compensation insurance, and 3) the filing of all required employment returns and reports, and the withholding and/or payment of all applicable federal, state and local taxes or other assessments based on wages or employment. Depth Security shall indemnify, defend and hold harmless Client from any employment-related tax assessment, penalties, interest, fines, reasonable attorney's fees and other costs incurred by Client as a result of Depth Security's breach of this paragraph.

Personnel of Depth Security shall not be eligible to receive any Client benefits including, but not limited to, health and welfare benefits and benefits under Client retirement plans.

### 5. PRICES AND PAYMENT

- a. All services performed by Depth Security shall be rendered in accordance with the consulting and/or development costs set forth in a Statement of Work.
- b. Client will pay Depth Security per the terms identified in a Statement of Work. Depth Security's personnel will work within Client's normal business hours. Travel time by Depth Security's personnel to Client's premises will not be reimbursed.
- c. Depth Security shall give Client a minimum of thirty (30) days written notice of any proposed rate increases in its schedule of fees. If Client makes changes in the scope of the work set forth in a Statement of Work and such changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon,



an equitable adjustment in the charges or schedule shall be agreed upon and a new Statement of Work reflecting the changes will be executed.

d. Depth Security shall invoice Client for all services provided and reasonable out-of-pocket expenses authorized by Client and incurred under this Statement of Work through the date of such invoice. All invoices shall prominently reference Client's purchase order number. The invoice shall be accompanied by a statement setting forth a full description of the services and materials supplied, the dates of performance, the personnel utilized by Depth Security, the reimbursable expenses incurred, if any, and must include copies of all substantiating documentation for services performed or expenses reimbursed.

e. Depth Security shall keep complete and accurate financial records relating to the services performed and materials supplied pursuant to this Statement of Work. All of said records shall be retained by Depth Security for a minimum of five (5) years. Depth Security shall provide Client, its auditors, regulators or security personnel, reasonable access to inspect, examine and audit true and correct copies of the records of Depth Security that are relevant to the services and materials supplied to Client pursuant to this Statement of Work.

f. Payment of undisputed amounts shall be made by Client within thirty (30) days after Client's receipt of Depth Security's invoice. Disputed amounts shall be paid within thirty days of resolution.

## **6. SOLICITATION OF EMPLOYMENT**

The parties acknowledge that each other's business is dependent upon being able to attract, train and keep qualified persons and adequately utilize its employees. Unless it first obtains the prior written consent of the other party, neither party to this Statement of Work shall directly nor indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the other party, or hire or retain as an employee or as an independent contractor the other party's employees, during the term of this Statement of Work and for one (1) year immediately following the termination of the foregoing for any reason. Should either party solicit, hire or attempt to hire any employees from the other party during this period, the hiring party agrees to pay the other party as liquidated damages and not a penalty, within thirty (30) days of such event, a finder's fee of two (2) times the relevant person's most recent monetary compensation (including bonuses) received during the preceding twelve (12)-month period with such non-hiring party (annualized for the purpose of calculating said finder's fee for employees engaged for less than twelve (12) months).

## **7. PROPRIETARY INFORMATION**

a. During the confidential relationship established herein, Client may communicate to Depth Security certain information to enable personnel of Depth Security to render the services hereunder and/or Depth Security's personnel may discover or learn certain confidential information relating to Client's business. Depth Security will use the same degree of care to avoid disclosure or use of confidential information as Depth Security employs with respect to its own proprietary information, and will (i) treat and obligate its employees who have a "need to know" to treat as secret and confidential all information whether or not identified as secret and confidential including, but not limited to, shareholder information and the identification of any stock held by Client or its affiliated companies as part of its portfolio of securities, marketing, business and strategic plans, financial records, personnel records, computer hardware and software as well as their specifications and output; (ii) not disclose any such information or make available any reports, recommendations and/or work product which Depth Security produces for Client to any person, firm, or corporation or use it in any manner other than as described herein.

b. To the extent Depth Security is permitted to, and does, subcontract some or all of its duties to a third party, Depth Security agrees to enter into a confidentiality agreement no less restrictive than the foregoing with such third party.

c. Information shall not be deemed confidential if the Depth Security can show that the information:

- is previously known to Depth Security, without breach of this Statement of Work;
- is publicly disclosed through no wrongful act of Depth Security;
- is received from a third party without breach of this Statement of Work;



- is developed independently by Depth Security without access to Client's confidential information or is approved for release by written authorization of Client.

The receiving party shall have the burden of proof with respect to any claimed exception to the obligations of confidentiality.

d. Upon completion of the services set forth in this Statement of Work, or upon the termination of this Statement of Work, Depth Security will return to Client all Client documentation and information furnished to Depth Security and in Depth Security's possession.

## **8. PATENT AND COPYRIGHT; PUBLICITY**

Depth Security represents and warrants that the services provided by Depth Security shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right of any third party. All work products relating to the services provided by Depth Security under this Statement of Work which is developed during the performance of services provided by personnel of Depth Security shall be deemed to be work made for hire within the meaning of the Copyright Act and shall be the exclusive property of Client.

## **9. INDEMNIFICATION**

Depth Security agrees to indemnify, defend, and hold each of Client, its affiliated companies, and the officers, directors, employees, agents, and assigns thereof harmless from and against any and all liabilities, claims, causes of action, demands, damages, judgments, appeals, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from any representation, warranty, duty or obligation of Depth Security set forth herein. Notwithstanding the foregoing, Client will be responsible for and will similarly indemnify Depth Security against infringement claims arising directly from information provided to Depth Security by Client.

## **10. INSURANCE COVERAGE**

The Depth Security shall, at their own expense, purchase and maintain insurance for the duration of this agreement or any extension thereof, as set forth herein. The insurance required of Depth Security under this agreement must provide that the insurer may not cancel the insurance its coverage until it has given written notice of the intended cancellation to Client, with respect to which Client has furnished to Depth Security a notice address, at least thirty (30) days in advance of the effective date of that action. Such insurance shall be written as occurrence (not claims-made) for not less than the following limits, or greater if required by law.

### **INSURANCE GUIDELINES**

1. Workers' Compensation and Employers' Liability meeting statutory limits mandated by State and Federal laws.
2. Commercial General Liability including coverage for Premises and Operations, Independent Contractors' Protective, Products and Completed Operations, Contractual Liability, Bodily Injury, Personal Injury, and Property Damage:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products-Completed Operations Aggregate
\$ 3000,000	Fire Damage (Any one fire)
\$ 5,000	Med Exp (Any one person)

3. Errors and Omissions Liability:

\$2,000,000	General Aggregate
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4. Umbrella Liability

\$3,000,000	Each Occurrence
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## **11. WARRANTY OF PERFORMANCE**



Depth Security warrants that the services shall be performed by competent personnel of Depth Security and shall be of professional quality consistent with generally accepted industry standards for the performance of such services. Any services performed by Depth Security or personnel of Depth Security which are not in material compliance with the Statement of Work shall be corrected by Depth Security without charge to Client; provided, that Client shall give Depth Security written notice and details of such defective performance within fifteen (15) days after completion of the services in question. THIS SECTION 11 IS THE ONLY WARRANTY MADE BY DEPTH SECURITY. DEPTH SECURITY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. ALL THIRD-PARTY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY DEPTH SECURITY HEREUNDER SHALL BE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.

## **12. LIMITATION OF LIABILITY**

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DEPTH SECURITY'S TOTAL AGGREGATE LIABILITY TO CLIENT ARISING OUT OF THIS STATEMENT OF WORK, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE FOR THE SERVICES GIVING RISE TO SUCH LIABILITY.

## **13. GENERAL CONDITIONS**

- a. To the extent any of Depth Security's travel expenses are authorized for reimbursement hereunder, Depth Security understands and agrees that travel expenses must be pre-approved by Client.
- b. Neither party shall be responsible for delay or failure in performing any obligations under this Statement of Work (except payment of fees) resulting from the occurrence of an event beyond its reasonable control; provided, that such party uses commercially reasonable efforts to resume performance as soon as practicable.
- c. Neither party may assign this Statement of Work without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that no consent shall be required where an assignment is made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of a party's assets. Any purported assignment in violation of this section shall be void.
- d. The failure by either party to enforce any of the provisions of this Statement of Work shall not be deemed a waiver of such provisions, or any subsequent breach thereof.
- e. This Statement of Work contains the entire understanding between the parties with regard to the subject matter hereof and may not be changed except by written agreement signed by both parties.
- f. This Statement of Work shall be governed by the laws of the State of Missouri without regard to its choice of law principles. Any legal action between the parties arising out of or related to this Statement of Work shall be adjudicated by binding arbitration by JAMS, Inc. in Kansas City, Missouri in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.
- g. If any provision of this Statement of Work shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force.
- h. Any notice or communication required or permitted to be given under this Statement of Work shall be in writing and sent to the parties at their respective addresses below. Notices shall be deemed given: (i) upon receipt if by personal delivery; (ii) by electronic mail to primary point of contact; or (iii) upon receipt if sent by certified U.S. mail (return receipt requested); or (iv) one day after it is sent if by next day delivery by a major commercial delivery service.'



If to Depth Security:

Depth Security, LLC.  
2131 Washington Street  
Kansas City, MO 64112  
Phone: 816.299.4123  
Fax: 816.299.4121  
Attn: Rick Stern  
Email: rstern@depthsecurity.com

If to Client:

Client Name  
Address  
City, State Zip  
Phone:  
Fax:  
Attn:  
Email:

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

<b>MEETING DATE</b>	02/27/2023	
<b>BILL NUMBER</b>	R23-22	
<b>AGENDA TITLE</b>	<b>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 CONSTRUCTION FOR CONCRETE SERVICES</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$130,000.00
	Budget Line Item:	280-88-79915 - \$50,000.00 210-55-76470 - \$80,000.00
	Balance Available	280-88-79915 – \$50,000.00 210-55-76470 - \$80,000.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To complete the 2023 concrete repairs and replacements in conjunction with the pavement maintenance program	
<b>BACKGROUND</b>	Quality Custom Construction has a pre-existing contract with the City of Lee’s Summit and will honor the competitive pricing as they have the past four years for the City of Grain Valley	
<b>SPECIAL NOTES</b>	Repairs this year consist of CIP items, routine maintenance items, and installs on missing sidewalks	
<b>ANALYSIS</b>	None	

<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, Memorandum, Bid pricing and Contract

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*February 27, 2023*

RESOLUTION NUMBER  
R23-22

**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 CONSTRUCTION FOR CONCRETE SERVICES**

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

**WHEREAS,** the Board of Aldermen adopted the 2023 budget which appropriated funds for this purchase on November 28, 2022 in Ordinance 2405; and

**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,** Quality Custom Construction has an existing competitive bid with the City of Lee's Summit that the City of Grain Valley can utilize

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

**SECTION 1:** The City Administrator is authorized to enter into an agreement with Quality Custom Construction for concrete services.

*PASSED and APPROVED, via voice vote, (\_\_\_\_ - \_\_\_\_ ) this \_\_\_\_ Day of \_\_\_\_, 2023.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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## MEMORANDUM

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**TO:** MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

**FROM:** PATRICK MARTIN, MAINTENANCE SUPERINTENDENT

**SUBJECT:** 2023 CONCRETE REPAIRS AND REPLACEMENTS

**DATE:** FEBUARY 9TH, 2023

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As a part of the Capital Improvements Program the City of Grain Valley annually completes road repairs including asphalt and concrete improvements. The concrete portion consists of repairing and replacing damaged curbs for better drainage and less hazards on the roadway. Also, part of the program is to improve sidewalks on the roads being repaired. The sidewalk replacements consist of removing tripping hazards and installing proper ADA ramps to ensure safe pedestrian paths.

In continuing our search for reducing costs associated with improvements and maintenance, staff recommend teaming again with Lee's Summit on a concrete maintenance contract. Like last season, Grain Valley will again benefit from a lower concrete bid cost due to the economy of scale.

Under this agreement Lee's Summit has bid on concrete maintenance items and renewed its contract with Quality Custom Construction as the best bidder for concrete repairs and replacements. The selected contractor will extend all contractual prices and warranties associated with their current bid to the City of Grain Valley. The City would be responsible for inspections and overseeing the replacements.

The roads for concrete maintenance will consist of the roads getting completed with the asphalt overlay program. Along with ones identified by staff as being hazardous or presenting potential problems for motorists or pedestrians. The City will also complete additional concrete items as a part of our routine maintenance program from citizen requests that meet the criteria for replacement. Also for this year's budget we will be installing some missing sidewalks and repairing concrete roads. If approved these reprioritizes begin in the spring before, during, and after the asphalt overlay program based on project needs and priority.

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# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 24, 2022  
TO: Key Purchasing Personnel  
FROM: Purchasing Division  
RE: Concrete/Curb/Street  
Bid 2019-014/3R

Vendor	Quality Custom Construction 9707 S Corn Road Lone Jack, MO 64070
Phone & Fax	PH: 816-697-3232 FAX: 816-696-3232 Cell: 913-208-8233
Contact Person	Ed Lipowicz
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	April 1, 2022 through March 31, 2023

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED - RENEWAL

February 24, 2022

Mr. Ed Lipowicz  
Quality Custom Construction  
9707 S Corn Road  
Lone Jack, MO 64070

RE: Renewal of Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair  
Bid 2019-014/3R

Dear Mr. Lipowicz:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be April 1, 2022 through March 31, 2023, with one (1) possible renewal period. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

*DeeDee Tschirhart*

DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Bid file  
Accounts Payable



THIS RENEWAL CONTRACT, made this 22 day of February 2022, is herein called Yearly Contract for Concrete Flatwork, Curb Replacement and Street Repair Services between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board (hereinafter "City") and Quality Custom Construction, Inc., (hereinafter "Supplier").

WHEREAS, City has caused to be prepared, an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications, for Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the 5<sup>th</sup> day of October, 2018, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. The Supplier's response to Bid No. 2019-014 is hereby incorporated by reference as if fully set forth herein and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Renewal Contract shall be effective on the 1<sup>st</sup> day of April 2022. Contract period from April 1, 2022 to March 31, 2023. The City may, at its option, renew the Contract for up to one (1) additional one-year contract period by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # 2019-014; section 2.1; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Renewal Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.
7. The City is exercising the option of renewing this Contract for the 3<sup>rd</sup> renewal period, based on performance, quality of work and service and the acceptance of the agreed upon line item price as listed for this renewal period submitted by Supplier, attached as Exhibit 1 and incorporated herein by reference..
8. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

Special Attachments: Renewal Pricing Sheet(s), Insurance Requirements, General Terms & Conditions

Stephen A. Arbo 2/22/22  
Stephen A. Arbo, City Manager Date

Quality Custom Construction  
Company Name

ATTESTED:  
Stacy Lombardo  
Office of the City Clerk

Edmund R. Lipowicz II  
Company Authorized Signature  
President 02/18/2022  
Date

READ AND APPROVED:  
Joe Snook  
Joe Snook, Administrator of Parks & Recreation

Title Edmund R. Lipowicz II  
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:  
Daniel R. White  
Daniel R. White, Chief Counsel of Management and Operations





RENEWAL PRICING SHEET FOR BID NO. 2019-014/3R

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT PRICE
SECTION 1: Concrete Curb Edging- New 12" H x 6" W				
4.1	Concrete Curb Edging- New 12" H x 6" W	1-100	L.F.	\$15.30
4.2	Concrete Curb Edging- New 12" H x 6" W	101-200	L.F.	\$15.30
4.3	Concrete Curb Edging- New 12" H x 6" W	201-500	L.F.	\$13.61
4.4	Concrete Curb Edging- New 12" H x 6" W	501-750	L.F.	\$12.81
4.5	Concrete Curb Edging- New 12" H x 6" W	751-1000	L.F.	\$12.45
4.6	Concrete Curb Edging- New 12" H x 6" W	1001-2000	L.F.	\$11.90
SECTION 2: Concrete Curb Edging- Replacement 12"Hx6"W				
4.7	Concrete Curb Edging- Replacement 12"Hx6"W	1-100	L.F.	\$27.45
4.8	Concrete Curb Edging- Replacement 12"Hx6"W	101-200	L.F.	\$23.86
4.9	Concrete Curb Edging- Replacement 12"Hx6"W	201-500	L.F.	\$20.71
4.10	Concrete Curb Edging- Replacement 12"Hx6"W	501-750	L.F.	\$19.98
4.11	Concrete Curb Edging- Replacement 12"Hx6"W	751-1000	L.F.	\$19.38
4.12	Concrete Curb Edging- Replacement 12"Hx6"W	1001-2000	L.F.	\$19.13
SECTION 3: Concrete Curb Edging- New 6"x12"wide				
4.13	Concrete Curb Edging- New 6"x12"wide	1-100	L.F.	\$13.37
4.14	Concrete Curb Edging- New 6"x12"wide	101-200	L.F.	\$12.81
4.15	Concrete Curb Edging- New 6"x12"wide	201-500	L.F.	\$12.08
4.16	Concrete Curb Edging- New 6"x12"wide	501-750	L.F.	\$11.83
4.17	Concrete Curb Edging- New 6"x12"wide	751-1000	L.F.	\$11.48
4.18	Concrete Curb Edging- New 6"x12"wide	1001-2000	L.F.	\$11.48
SECTION 4: Concrete Curb Edging- Replace 6"x12"wide				
4.19	Concrete Curb Edging- Replace 6"x12"wide	1-100	L.F.	\$26.54
4.20	Concrete Curb Edging- Replace 6"x12"wide	101-200	L.F.	\$25.13
4.21	Concrete Curb Edging- Replace 6"x12"wide	201-500	L.F.	\$23.77
4.22	Concrete Curb Edging- Replace 6"x12"wide	501-750	L.F.	\$23.52
4.23	Concrete Curb Edging- Replace 6"x12"wide	751-1000	L.F.	\$23.02
4.24	Concrete Curb Edging- Replace 6"x12"wide	1001-2000	L.F.	\$22.41
SECTION 5: CG-1 Curbing – New				
4.25	CG-1 Curbing - New	1-100	L.F.	\$31.70
4.26	CG-1 Curbing - New	101-200	L.F.	\$25.78
4.27	CG-1 Curbing - New	201-500	L.F.	\$22.28
4.28	CG-1 Curbing - New	501-750	L.F.	\$21.66
4.29	CG-1 Curbing - New	751-1000	L.F.	\$20.71
4.30	CG-1 Curbing - New	1001-2000	L.F.	\$18.59
SECTION 6: CG-1 Replacement				
4.31	CG-1 Replacement	1-100	L.F.	\$40.26
4.32	CG-1 Replacement	101-200	L.F.	\$38.23
4.33	CG-1 Replacement	201-500	L.F.	\$36.04
4.34	CG-1 Replacement	501-750	L.F.	\$32.01
4.35	CG-1 Replacement	751-1000	L.F.	\$30.90
4.36	CG-1 Replacement	1001-2000	L.F.	\$28.57
SECTION 7: CG-2 Curbing – New				
4.37	CG-2 Curbing - New	1-100	L.F.	\$31.51
4.38	CG-2 Curbing - New	101-200	L.F.	\$22.96
4.39	CG-2 Curbing - New	201-500	L.F.	\$22.22
4.40	CG-2 Curbing - New	501-750	L.F.	\$19.95
4.41	CG-2 Curbing - New	751-1000	L.F.	\$19.77
4.42	CG-2 Curbing - New	1001-2000	L.F.	\$19.20



SECTION 8: CG-2 Replacement					
4.43	CG-2 Replacement	1-100	L.F.	\$41.98	
4.44	CG-2 Replacement	101-200	L.F.	\$37.06	
4.45	CG-2 Replacement	201-500	L.F.	\$36.44	
4.46	CG-2 Replacement	501-750	L.F.	\$34.60	
4.47	CG-2 Replacement	751-1000	L.F.	\$32.26	
4.48	CG-2 Replacement	1001-2000	L.F.	\$28.51	
SECTION 9: Concrete Steps – New price based on square footage of stair tread					
4.49	Concrete Steps – New price - sq ft of stair tread	1-200	Tread Ft.	\$86.81	
4.50	Concrete Steps – New price - sq ft of stair tread	201-1000	Tread Ft.	\$83.85	
4.51	Concrete Steps – New price - sq ft of stair tread	1001-4,000	Tread Ft.	\$73.37	
4.52	Concrete Steps – New price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$69.20	
4.53	Concrete Steps – New price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$67.85	
4.54	Concrete Steps – New price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$66.50	
4.55	Concrete Steps – New price - sq ft of stair tread	10,000 & up	Tread Ft.	\$63.05	
SECTION 10: Concrete Steps – Replacement price based on square footage of stair tread					
4.56	Concrete Steps – Replace price - sq ft of stair tread	1-200	Tread Ft.	\$91.37	
4.57	Concrete Steps – Replace price - sq ft of stair tread	201-1000	Tread Ft.	\$86.77	
4.58	Concrete Steps – Replace price - sq ft of stair tread	1001-4,000	Tread Ft.	\$84.04	
4.59	Concrete Steps – Replace price - sq ft of stair tread	4,001-6,000	Tread Ft.	\$81.26	
4.60	Concrete Steps – Replace price - sq ft of stair tread	6,001-8,000	Tread Ft.	\$78.92	
4.61	Concrete Steps – Replace price - sq ft of stair tread	8,001-10,000	Tread Ft.	\$71.66	
4.62	Concrete Steps – Replace price - sq ft of stair tread	10,000 & up	Tread Ft.	\$63.29	
SECTION 11: Concrete Flat Work-New-Broom Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.63	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1-200	Sq.Ft.	\$7.50	
4.64	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$7.21	
4.65	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$5.05	
4.66	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$3.20	
4.67	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$2.71	
4.68	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$2.64	
4.69	Concrete Flat Work-New-Broom/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$2.59	
SECTION 12: Concrete Flat Work-New-Trowel Finish-Pour finish and saw cut only (forming, reinforcement placement, concrete and all other related materials will be furnished by the City)					
4.70	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1-200	Sq.Ft.	\$ 8.13	
4.71	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	201-1000	Sq.Ft.	\$ 7.51	
4.72	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	1001-4,000	Sq.Ft.	\$ 4.46	
4.73	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	4,001-6,000	Sq.Ft.	\$ 2.59	
4.74	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	6,001-8,000	Sq.Ft.	\$ 2.22	
4.75	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	8,001-10,000	Sq.Ft.	\$ 2.17	
4.76	Concrete Flat Work-New-Trowel/Pour finish. Saw cut.	10,000 & up	Sq.Ft.	\$ 1.72	
SECTION 13: Ramps					
4.77	ADA Ramp – New (concrete portion only)	Each	Sq.Ft.	\$ 12.08	
4.78	ADA Ramp – Replacement ( concrete portion only)	Each	Sq.Ft.	\$ 14.59	
4.79	ADA Detectable Surface – Cast In Place Panels	Each	Sq.Ft.	\$ 51.01	
4.80	ADA Detectable Surface – Grouted In Place Bricks	Each	Sq.Ft.	\$ 60.45	
SECTION 14: Concrete Flat Work-New- broom finish					
4.81	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 11.33	\$ 12.60
4.82	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 8.02	\$ 8.74
4.83	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 5.76	\$ 6.04
4.84	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 5.76	\$ 6.04
4.85	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 5.53	\$ 5.81
4.86	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 5.41	\$ 5.60
4.87	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 4.82	\$ 4.93



SECTION 15: Concrete Flat Work-Replacement- broom finish				4" Thick	6" Thick
4.88	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 11.11	\$ 11.34
4.89	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 10.97	\$ 11.07
4.90	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 10.47	\$ 10.47
4.91	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 8.98	\$ 9.24
4.92	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 8.37	\$ 8.74
4.93	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 7.63	\$ 8.61
4.94	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 6.77	\$ 7.27
SECTION 16: Concrete Flat Work-New- Trowel Finish				4" Thick	6" Thick
4.95	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 11.33	\$ 11.58
4.96	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 9.25	\$ 9.73
4.97	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 6.03	\$ 6.66
4.98	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 5.43	\$ 6.03
4.99	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 4.92	\$ 5.55
4.100	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 4.90	\$ 5.44
4.101	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 4.67	\$ 5.18
SECTION 17: Concrete Flat Work-Replacement-Trowel Finish				4" Thick	6" Thick
4.102	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 13.47	\$ 14.04
4.103	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 13.04	\$ 13.66
4.104	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 9.34	\$ 9.73
4.105	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 8.86	\$ 8.87
4.106	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 6.28	\$ 6.54
4.107	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 6.23	\$ 6.48
4.108	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 6.03	\$ 6.28
SECTION 18: Concrete Street Repairs					
4.109	10" Thick Concrete Patch	0 – 20	Sq.Ft.	\$ 19.94	\$ 19.94
4.110	10" Thick Concrete Patch	21 – 70	Sq.Ft.	\$ 18.71	\$ 18.71
4.111	10" Thick Concrete Patch	71 - 260	Sq.Ft.	\$ 17.30	\$ 17.30
4.112	10" Thick Concrete Patch	> 260	Sq.Ft.	\$ 15.10	\$ 15.10
SECTION 19: Concrete Flat Work-New Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.113	Concrete Flat Work-New- broom finish	1-200	Sq.Ft.	\$ 13.62	\$ 13.59
4.114	Concrete Flat Work-New- broom finish	201-1000	Sq.Ft.	\$ 9.75	\$ 10.15
4.115	Concrete Flat Work-New- broom finish	1001-4,000	Sq.Ft.	\$ 7.17	\$ 7.61
4.116	Concrete Flat Work-New- broom finish	4,001-6,000	Sq.Ft.	\$ 7.17	\$ 7.61
4.117	Concrete Flat Work-New- broom finish	6,001-8,000	Sq.Ft.	\$ 7.01	\$ 7.58
4.118	Concrete Flat Work-New- broom finish	8,001-10,000	Sq.Ft.	\$ 6.80	\$ 7.27
4.119	Concrete Flat Work-New- broom finish	10,000 & up	Sq.Ft.	\$ 6.74	\$ 7.21
SECTION 20: Concrete Flat Work-Replacement- Broom/Pour Finish				8" Saw Cut	10" Saw Cut
4.120	Concrete Flat Work-Replacement- broom	1-200	Sq.Ft.	\$ 13.03	\$ 13.62
4.121	Concrete Flat Work-Replacement- broom	201-1000	Sq.Ft.	\$ 12.44	\$ 13.03
4.122	Concrete Flat Work-Replacement- broom	1001-4,000	Sq.Ft.	\$ 11.65	\$ 12.35
4.123	Concrete Flat Work-Replacement- broom	4,001-6,000	Sq.Ft.	\$ 10.52	\$ 11.11
4.124	Concrete Flat Work-Replacement- broom	6,001-8,000	Sq.Ft.	\$ 9.55	\$ 10.75
4.125	Concrete Flat Work-Replacement- broom	8,001-10,000	Sq.Ft.	\$ 8.74	\$ 9.66
4.126	Concrete Flat Work-Replacement- broom	10,000 & up	Sq.Ft.	\$ 8.16	\$ 9.43
SECTION 21: Concrete Flat Work-New- Trowel/Pour Finish				8" Saw Cut	10" Saw Cut
4.127	Concrete Flat Work-New- Trowel Finish	1-200	Sq.Ft.	\$ 13.78	\$ 13.97
4.128	Concrete Flat Work-New- Trowel Finish	201-1000	Sq.Ft.	\$ 10.46	\$ 10.83
4.129	Concrete Flat Work-New- Trowel Finish	1001-4,000	Sq.Ft.	\$ 7.94	\$ 8.37
4.130	Concrete Flat Work-New- Trowel Finish	4,001-6,000	Sq.Ft.	\$ 7.94	\$ 8.37
4.131	Concrete Flat Work-New- Trowel Finish	6,001-8,000	Sq.Ft.	\$ 7.29	\$ 7.73
4.132	Concrete Flat Work-New- Trowel Finish	8,001-10,000	Sq.Ft.	\$ 6.95	\$ 7.42
4.133	Concrete Flat Work-New- Trowel Finish	10,000 & up	Sq.Ft.	\$ 6.87	\$ 7.34



SECTION 22: Concrete Flat Work-Replacement-Trowel Finish				8" Saw Cut	10" Saw Cut
4.134	Concrete Flat Work-Replacement-Trowel Finish	1-200	Sq.Ft.	\$ 13.27	\$ 13.78
4.135	Concrete Flat Work-Replacement-Trowel Finish	201-1000	Sq.Ft.	\$ 12.70	\$ 13.03
4.136	Concrete Flat Work-Replacement-Trowel Finish	1001-4,000	Sq.Ft.	\$ 11.78	\$ 12.44
4.137	Concrete Flat Work-Replacement-Trowel Finish	4,001-6,000	Sq.Ft.	\$ 11.58	\$ 11.66
4.138	Concrete Flat Work-Replacement-Trowel Finish	6,001-8,000	Sq.Ft.	\$ 11.37	\$ 11.42
4.139	Concrete Flat Work-Replacement-Trowel Finish	8,001-10,000	Sq.Ft.	\$ 10.46	\$ 10.84
4.140	Concrete Flat Work-Replacement-Trowel Finish	10,000 & up	Sq.Ft.	\$ 9.34	\$ 10.52
SECTION 23: Dowel Bars					
4.141	Dowel Bars Installed	5/8"	each	\$ 3.64	\$ 3.64
SECTION 24: 4" Compacted Aggregate Base					
4.142	4" Compacted Aggregate Base	1-200	Sq.Ft.	\$ 1.32	\$ 1.32
4.143	4" Compacted Aggregate Base	201-1000	Sq.Ft.	\$ 1.12	\$ 1.12
4.144	4" Compacted Aggregate Base	1001-4,000	Sq.Ft.	\$ 0.86	\$ 0.86
4.145	4" Compacted Aggregate Base	4,001-6,000	Sq.Ft.	\$ 0.69	\$ 0.69
4.146	4" Compacted Aggregate Base	6,001-8,000	Sq.Ft.	\$ 0.60	\$ 0.60
4.147	4" Compacted Aggregate Base	8,001-10,000	Sq.Ft.	\$ 0.59	\$ 0.59
4.148	4" Compacted Aggregate Base	10,000 & up	Sq.Ft.	\$ 0.49	\$ 0.49
SECTION 25: Pavestone Concrete Pavers over Sand Base				Installation	Replacement
4.149	Pavestone Concrete Pavers over Sand Base	1-100	Sq.Ft.	\$ 28.42	\$ 27.26
4.150	Pavestone Concrete Pavers over Sand Base	101-200	Sq.Ft.	\$ 25.95	\$ 24.77
4.151	Pavestone Concrete Pavers over Sand Base	201-500	Sq.Ft.	\$ 23.07	\$ 21.90
4.152	Pavestone Concrete Pavers over Sand Base	501-750	Sq.Ft.	\$ 21.74	\$ 20.57
4.153	Pavestone Concrete Pavers over Sand Base	751-1,000	Sq.Ft.	\$ 17.91	\$ 16.73
4.154	Pavestone Concrete Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ 16.03	\$ 14.86
4.155	Pavestone Concrete Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ 15.81	\$ 14.64
SECTION 26: Pavestone Concrete Pavers over Concrete Base				Installation	Replacement
4.156	Pavestone Concrete Pavers over Concrete Base	1-100	Sq.Ft.	\$ 38.98	\$ 37.81
4.157	Pavestone Concrete Pavers over Concrete Base	101-200	Sq.Ft.	\$ 35.34	\$ 34.17
4.158	Pavestone Concrete Pavers over Concrete Base	201-500	Sq.Ft.	\$ 27.77	\$ 26.59
4.159	Pavestone Concrete Pavers over Concrete Base	501-750	Sq.Ft.	\$ 26.43	\$ 25.27
4.160	Pavestone Concrete Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ 24.95	\$ 23.78
4.161	Pavestone Concrete Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ 21.90	\$ 20.72
4.162	Pavestone Concrete Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ 20.51	\$ 19.35
SECTION 27: Brick Pavers over Sand Base				Installation	Replacement
4.163	Brick Pavers over Sand Base	1-100	Sq.Ft.	\$ 28.42	\$ 27.24
4.164	Brick Pavers over Sand Base	101-200	Sq.Ft.	\$ 28.29	\$ 27.13
4.165	Brick Pavers over Sand Base	201-500	Sq.Ft.	\$ 25.41	\$ 24.24
4.166	Brick Pavers over Sand Base	501-750	Sq.Ft.	\$ 24.07	\$ 22.92
4.167	Brick Pavers over Sand Base	751-1,000	Sq.Ft.	\$ 20.25	\$ 19.07
4.168	Brick Pavers over Sand Base	1,001-2,500	Sq.Ft.	\$ 18.37	\$ 17.20
4.169	Brick Pavers over Sand Base	2,501-4,000	Sq.Ft.	\$ 18.16	\$ 17.00
SECTION 28: Brick Pavers over Concrete Base				Installation	Replacement
4.170	Brick Pavers over Concrete Base	1-100	Sq.Ft.	\$ 41.32	\$ 40.15
4.171	Brick Pavers over Concrete Base	101-200	Sq.Ft.	\$ 37.68	\$ 36.50
4.172	Brick Pavers over Concrete Base	201-500	Sq.Ft.	\$ 30.12	\$ 30.12
4.173	Brick Pavers over Concrete Base	501-750	Sq.Ft.	\$ 29.96	\$ 28.78
4.174	Brick Pavers over Concrete Base	751-1,000	Sq.Ft.	\$ 27.30	\$ 27.30
4.175	Brick Pavers over Concrete Base	1,001-2,500	Sq.Ft.	\$ 24.24	\$ 23.07
4.176	Brick Pavers over Concrete Base	2,501-4,000	Sq.Ft.	\$ 22.86	\$ 21.68

## SECTION 29: 4" Brick Red Stamped Concrete Flatwork

4.177	4" Brick Red Stamped Concrete	1-200	Sq.Ft.	\$ 13.45	\$ 13.45
4.178	4" Brick Red Stamped Concrete	201-1000	Sq.Ft.	\$ 10.24	\$ 10.24
4.179	4" Brick Red Stamped Concrete	1001-4,000	Sq.Ft.	\$ 7.65	\$ 7.65
4.180	4" Brick Red Stamped Concrete	4,001-6,000	Sq.Ft.	\$ 6.28	\$ 6.28
4.181	4" Brick Red Stamped Concrete	6,001-8,000	Sq.Ft.	\$ 5.78	\$ 5.78
4.182	4" Brick Red Stamped Concrete	8,001-10,000	Sq.Ft.	\$ 5.53	\$ 5.53
4.183	4" Brick Red Stamped Concrete	10,000 & up	Sq.Ft.	\$ 5.53	\$ 5.53

**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**1. General.**

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s)

of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

## **2. Required Insurance Coverage.**

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured



Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

- 3. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

## GENERAL TERMS AND CONDITIONS

### GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
  - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
  - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
  - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
  - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
  - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
  - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
  - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
  - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
  - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
  - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
  - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
  - B Emailed or faxed bids will not be considered unless authorized by the invitation.
  - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
  - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
  - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
  - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required  as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

    - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
    - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
    - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
  - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required  as stipulated in the "Invitation to Bid".

Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
  - (2) Date of bonds shall be the same as the date of City's execution of the contract.
  - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
  - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
  - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
    - (1) Only firm bids will be considered.
    - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
    - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
    - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
  - B **EVALUATION OF BIDS.**
    - (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
    - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
    - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
    - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
  - C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

**CONTRACTUAL REQUIREMENTS.**

**GENERAL CONTRACTUAL REQUIREMENTS.**

1. **DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
  - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
  - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
  - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A  The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B  The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C  The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D  Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

**NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

37. **BUILDING REGULATION, PERMITS AND LAW.**  
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.  
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**  
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.  
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**  
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.  
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.  
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.  
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:  
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.  
(2) To any acts of the City.  
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.  
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**  
A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:  
B Engineer's Pay Estimates:  
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.  
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.  
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**  
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.  
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

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

<b>MEETING DATE</b>	02/27/2023	
<b>BILL NUMBER</b>	R23-23	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE 4 NEW GARAGE DOORS AND 3 OPENERS FOR PUBLIC WORKS MAINTENANCE BUILDING</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development Director	
<b>FISCAL INFORMATION</b>	Cost as recommended:	\$14,675.00
	Budget Line Item:	210-55-79800 - \$2935.00 600-60-79800 - \$5870.00 600-65-79800 - \$5870.00
	Balance Available	210-55-79800 - \$2935.00 600-60-79800 - \$5870.00 600-65-79800 - \$5870.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To replace garage doors that are beginning to fail and not function properly.	
<b>BACKGROUND</b>	The garage doors currently in place have been here since construction and Public Works has been in the building for approx. 20 years doing routine maintenance as needed and the doors are starting to completely fail, and need replaced.	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	None	
<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, Memorandum, and Estimate



CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*February 27, 2023*

RESOLUTION NUMBER  
R23-23

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE 4 NEW GARAGE  
DOORS AND 3 OPENERS FOR PUBLIC WORKS MAINTENANCE BUILDING.**

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

**WHEREAS,** the Board of Aldermen adopted the 2023 budget which appropriated funds for this purchase on November 28, 2022 via B21-34; and

**WHEREAS,** the Board of Aldermen are committed to providing safe and functioning facilities for operations; and

**WHEREAS, upon** approval of this estimate, the city will enter into an agreement with Reliable Overhead Door to replace four garage doors and three openers for the Public Works building.

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

**SECTION 1:** The City Administrator is authorized to enter into an agreement with Reliable Overhead Door for replacements needed.

*PASSED and APPROVED, via voice vote, (\_\_\_\_ - \_\_\_\_ ) this \_\_\_\_ Day of \_\_\_\_, 2023.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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## MEMORANDUM

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**TO:** MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

**FROM:** PATRICK MARTIN, MAINTENANCE SUPERINTENDENT

**SUBJECT:** 2023 GARAGE DOORS AND OPENERS REPLACEMENTS

**DATE:** FEBUARY 16TH, 2023

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Over the past few years, the Public Works Maintenance garage has needed more repairs than usual, and the garage doors are starting to fail completely. It is time to replace the failing doors and openers. We had one opener that failed entirely, which got replaced previously, now we need three more to be replaced. Total there are 4 garage doors and 3 openers that need replaced. These doors are more than 20 years old and are no longer serviceable. The contractor will remove springs, rails, doors, openers and haul everything away. They will install all new doors; the new doors will be insulated and have new weather stripping.

I've sought out multiple estimates from businesses in the surrounding area. Out of the 8 vendors I've contacted, Reliable Overhead Door out of Odessa submitted the best estimate based on price and service time, along with hauling away old materials once finished.

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Reliable Overhead Door LLC

P.O. Box 271  
Odessa, MO 64076

# Estimate

Date	Estimate #
7/16/2022	535

Name / Address
City Of Grain Valley Public Works 405 James Rollo Grain Valley, MO 64029

Project

Description	Qty	Rate	Total
12-2x12 Model 6500 Commercial Ribbed Insulated Door White 15R Track (4) 12' Struts ISL PVC	4	2,825.00	11,300.00
Take Down	4	90.00	360.00
Haul Away	4	90.00	360.00
12' ATS Commercial Opener	3	885.00	2,655.00
<b>Total</b>			\$14,675.00

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

<b>MEETING DATE</b>	02/27/23	
<b>BILL NUMBER</b>	R23-24	
<b>AGENDA TITLE</b>	<b>A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SIGN INTO AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDED OVERTIME FOR DWI ENFORCEMENT AND HAZARDOUS MOVING VIOLATION ENFORCEMENT</b>	
<b>REQUESTING DEPARTMENT</b>	POLICE	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	\$2,520.00 DWI Enforcement \$1,680.00 Hazardous Moving Violation Enforcement
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To enhance safety and enforcement of traffic ordinances on roadways in Grain Valley, Missouri.	
<b>BACKGROUND</b>	<p>The City of Grain Valley has partnered with Missouri Department of Transportation Highway Safety Division since 2003 working different grant enforcements throughout the years. The grants have been, and will continue to be, used for DWI enforcement and hazardous moving violations such as speed, careless driving, red light and stop sign violations. These grants have had an overall positive impact on the safety of Grain Valley citizens, especially in significant traffic accident reduction over the past year, via the initiative set forth by the Board of Aldermen in relation to these grants.</p> <p>These grants are 100% funded by the State with no matching funds from the city. Grain Valley police officers will work overtime for DWI and hazardous moving violation enforcement with overtime paid by the city. The state will then reimburse the city for 100% of the overtime worked by the police officers. Funds will be distributed from State of Missouri to Grain Valley, upon the city's request.</p>	
<b>SPECIAL NOTES</b>	This agreement requires signatures from all elected officials of the City of Grain Valley, Missouri for each separate grant.	

<b>ANALYSIS</b>	Not Applicable
<b>PUBLIC INFORMATION PROCESS</b>	Not Applicable
<b>BOARD OR COMMISSION RECOMMENDATION</b>	Not Applicable
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Resolution, City Authorization Form, DWI Enforcement and Hazardous Moving Violation Enforcement Grant



*February 27, 2023*

RESOLUTION NUMBER  
**R23-24**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO SIGN INTO AN AGREEMENT  
WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDED  
OVERTIME FOR DWI ENFORCEMENT AND HAZARDOUS MOVING VIOLATION  
ENFORCEMENT**

**WHEREAS**, the Board of Aldermen of the City of Grain Valley is committed to the safety of the patrons of their community; and

**WHEREAS**, it has determined that it would be in the best interest of public safety to have the Grain Valley Police Department participate in a 100% grant funded program that funds overtime for DWI and Hazardous Moving Violation Enforcement; and

**WHEREAS**, the Board of Aldermen wish to enter into agreements with the Missouri Department of Transportation awarding grant funding for state reimbursed overtime money related to DWI and Hazardous Moving Violation Enforcement; and

**WHEREAS**, funds will be disbursed through the Kansas City Region of the Missouri Department of Transportation, upon the request of the City.

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

**SECTION 1:** The City Administrator is authorized to sign into a cooperative agreement with Missouri Department of Transportation for grants funding overtime for DWI Enforcement in the amount of \$1,680.00.

**SECTION 1:** The Board of Aldermen are authorized to enter into an agreement with the Missouri Department of Transportation for grants funding overtime for Hazardous Moving Violation enforcement in the amount of \$1,680.00.

*PASSED and APPROVED, via voice vote, (-) this 27th Day of February, 2023.*

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Mike Todd  
Mayor

ATTEST:

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Jamie Logan  
City Clerk

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**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2023 through September 30, 2024**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

(Application due by March 01, 2023)

<b>Agency:</b>	Grain Valley Police Dept.	<b>Agency ORI#:</b>	MO0480300				
<b>Address:</b>	711 S Main Street	<b>Federal Tax ID#:</b>	440663878				
		<b>DUNS #:</b>	XDFAU4KVMSL1				
<b>City:</b>	Grain Valley	<b>State:</b>	MO	<b>Zip:</b>	64029-9777	<b>County:</b>	Jackson
<b>Phone:</b>	816-847-6250	<b>Fax:</b>	816-847-6259				
<b>Contact:</b>	Ms. Christine Thompson	<b>Email:</b>	cthompson@cityofgrainvalley.org				
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	15,627				
<b>Targeted Population:</b>	Impaired Drivers						

**Project activity for which your agency is requesting funding:**  
Impaired Driving

<b>Project Title:</b>	DWI Saturation Enforcement	<b>Requested Amount:</b>	\$2,520.00
<b>Brief Description:</b>	Saturation Patrols		

\_\_\_\_\_  
Kenneth Murphy  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

\_\_\_\_\_  
City Administrator  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 22.0 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Grain Valley is located in eastern Jackson County Missouri along Interstate 70 with additional access via US 40 Highway, State Route AA and State Route BB Highways. It is approximately 20 miles east of Kansas City with a population of 16,000 (2021) in roughly 6 square miles. Considered to be a residential community, there has been an increase in businesses locating to Grain Valley. Currently Grain Valley has one bar with a 3:00 am license and seven (7) 1:30 am licenses for new pubs, restaurants and movie theatre.

According to the Missouri State Highway Patrol crash statistics, there were 460 crashes in Grain Valley between 2020 and the end of 2022. Of those crashes, 31 were alcohol (26) or drug (5) related resulting in 4 crashes where injuries were reported - 2 people with disabling injuries and 5 people with minor injuries. The majority of crashes - 22 crashes - resulted in property damage only. During this same time frame, 69 DWI arrests were made through routine patrol and grant funded enforcement.

Highway Patrol statistics show that drinking involved crashes mostly occur between the hours of 11:00 pm and 4:00 am. Our officers will make the most impact working shifts between 10:00 pm and 4:00 am.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on our goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 276.8 alcohol-impaired driving involved fatalities by December 31, 2023.

To provide additional officers on patrol during the time when impaired driving is the highest in order to decrease the number of alcohol and/or drug related accidents within the city limits of Grain Valley .

## PROJECT DESCRIPTION

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Two officers will be assigned to conduct extra patrol city wide with emphasis on US 40 Highway and State Routes AA and BB as these are the main roads that lead in and out of Grain Valley. Extra Patrol will be used to cover enforcement during the following campaigns: Holiday Impaired Driving, Drive Sober or Get Pulled Over, and Spring Impaired Driving as well as providing extra enforcement in May and September.

Enforcement periods will be broken out in the following way:

Holiday Impaired Driving - 3 enforcement periods

Drive Sober or Get Pulled Over - 2 enforcement periods

Spring Impaired Driving - 3 enforcement periods

May - 2 enforcement periods

September - 2 enforcement periods

Each enforcement period will be for 6 hours from 10:00 pm until 4:00 am on Friday/Saturday or Saturday/Sunday. Reports show that these days and times have the highest incidence of arrests for impaired driving. This puts officers out on the road when residents are either returning from their night out or bar patrons are leaving other establishments outside of Grain Valley to take advantage of our bar that is still open.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  We have had unused funds for several years. We have fought large staff shortages multiple times using department overtime for road/shift coverage. Our department also limited patrol twice during the COVID-19 pandemic with our most recent lift of limited patrol being the summer of 2021.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	37
19 Total number of speeding citations written by your agency.	157
20 Total number of HMV citations written by your agency.	66
21 Total number of child safety/booster seat citations written by your agency.	0
22 Total number of safety belt citations written by your agency.	3
23 Total number of warnings issued.	1514

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	460
25 Total number of traffic crashes resulting in a fatality.	0
26 Total number of traffic crashes resulting in a serious injury.	5
27 Total number of speed-related traffic crashes.	47
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	2
30 Total number of alcohol-related traffic crashes.	26
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	2
33 Total number of unbuckled fatalities.	0
34 Total number of unbuckled serious injuries.	0

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	22
36 Total number of commissioned patrol and traffic officers.	14



37 Total number of commissioned law enforcement officers available for overtime enforcement.	14
38 Total number of vehicles available for enforcement.	9
39 Total number of radars/lasers.	11
40 Total number of in-car video cameras.	11
41 Total number of PBTs.	4
42 Total number of Breath Instruments.	2

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

Enforcement will be city wide with emphasis on State Route AA (SW Eagles Pkwy), State Route BB (Main St., Buckner-Tarsney Rd) and US 40 Highway. State Highway Patrol reports show that 213 or 46% of crashes between 2020 and 2022 occurred on these main roads and 97 or 21% of crashes had these main roads intersecting at or near the crash location.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will be completed during the DWI campaigns for MoDOT: Holiday Impaired Driving (3 patrols), Drive Sober or Get Pulled Over (2 patrols), and Spring Impaired Driving (3 patrols) as well as providing extra enforcement in May and September (for 2 patrols each month) which had a high number of alcohol related crashes.

46 Enter the days of the week in which enforcement will be conducted.

Department statistics show that most DWI arrests occur on Saturdays and Sundays. Those are also the days that have the highest incidences of alcohol involved crashes.

47 Enter the time of day in which enforcement will be conducted.

Each enforcement will run from 10:00 pm through 4:00 am on Friday/Saturday or Saturday/Sunday. Department reports show that these days and times have the highest incidences of arrests for impaired driving. This puts officers out on the road when residents are either returning from their night out or bar patrons are leaving other establishments outside of Grain Valley to take advantage of our bar that is still open .

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

n/a

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

This department will see the project as a success when the amount of accidents decrease. Though this may not happen initially, over time it is the hope that the increase presence of patrol will get the attention of drivers and help encourage better decision making or planning when enjoying a night out,

Success of the project will be evaluated using crash data and citation, warning, and/or car stop data kept internally through our records management system.

## ADDITIONAL FUNDING SOURCES

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n/a

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Officer Overtime	72	\$35.00	\$2,520.00	\$0.00	<b>\$2,520.00</b>
					<b>\$2,520.00</b>	<b>\$0.00</b>	<b>\$2,520.00</b>
<b>Total Contract</b>					<b>\$2,520.00</b>	<b>\$0.00</b>	<b>\$2,520.00</b>

## ATTACHMENTS

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Document Type

Description

Original File Name

Date Added

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**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2023 through September 30, 2024**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102

(Application due by March 01, 2023)

<b>Agency:</b>	Grain Valley Police Dept.	<b>Agency ORI#:</b>	MO0480300
<b>Address:</b>	711 S Main Street	<b>Federal Tax ID#:</b>	440663878
		<b>DUNS #:</b>	XDFAU4KVMSL1
<b>City:</b>	Grain Valley	<b>State:</b>	MO
		<b>Zip:</b>	64029-9777
		<b>County:</b>	Jackson
<b>Phone:</b>	816-847-6250	<b>Fax:</b>	816-847-6259
<b>Contact:</b>	Ms. Christine Thompson	<b>Email:</b>	cthompson@cityofgrainvalley.org
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	15,627
<b>Targeted Population:</b>	Aggressive Drivers		

**Project activity for which your agency is requesting funding:**  
  
Hazardous Moving Violation

<b>Project Title:</b>	HMV Enforcement	<b>Requested Amount:</b>	\$1,680.00
<b>Brief Description:</b>	Hazardous Moving Traffic Enforcement		

\_\_\_\_\_  
Kenneth Murphy  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

\_\_\_\_\_  
City Administrator  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years (2016-2020), the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 44 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-seven percent of all Missouri fatalities over the last five years were speed related.

Grain Valley is located in eastern Jackson County Missouri along Interstate 70 with additional access via US 40 Highway, State Route AA and State Route BB Highways. It is approximately 20 miles east of Kansas City with a population of 16,000 (2021) residents within 6 square miles. Considered to be a residential community, there has been an increase in businesses locating to Grain Valley.

According to the Missouri State Highway Patrol crash statistics, there were 460 crashes in Grain Valley between 2020 and 2022. Of those crashes, 71 were injury crashes with 88 people reporting minor injuries and luckily only 5 reporting disabling injuries. No fatalities were reported during this reporting period, High crash days were Monday, Wednesday, Thursday and Friday with the highest number of crashes occurring from 2:00 pm through 6:00 pm. There was also a spike in crash occurrences during the morning commute from 7:00 am to 8:00 am.

Contributing factors include the following:

Distracted / Inattentive - 16% with 15 crashes causing personal injury

Failed to Yield - 15%

Following Too Close - 10%

Too Fast for Conditions - 7%

Alcohol / Drug Impairment - 7%

Improper Lane Use - 5%

Improper Turn - 5%

Obstructed Vision - 5%



## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on our goal of 0 fatalities by 2030, Missouri is projecting a five-year average target of 362.4 speed related fatalities by December 31, 2023.

Grant funding will provide additional officers for patrol during high crash days and times to enforce traffic laws in order to decrease the occurrence of accidents within the city limits of Grain Valley .

## PROJECT DESCRIPTION

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Officers will conduct extra patrol city wide with emphasis on the main thoroughfares within the city (US 40 Highway, State Routes AA and BB Highways) twice a month. Enforcement periods will focus on Monday, Wednesday, Thursday and Friday during the afternoon and early evening during the months of October, November, December, March, May and September. It has been shown that increased police presence can have an impact on drivers and their decisions. Whether the officers are stationary and running radar for speeders in high traffic areas or traveling the roadways, our goal is to make drivers aware for their own safety and the safety of others.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  We have had unused funds for several years. We have fought large staff shortages multiple times using department overtime for raid/shift coverage. Our department also limited patrol twice during the COVID-19 pandemic with our most recent lift of limited patrol being the summer of 2021.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No

17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	37
19 Total number of speeding citations written by your agency.	157
20 Total number of HVM citations written by your agency.	66
21 Total number of child safety/booster seat citations written by your agency.	0
22 Total number of safety belt citations written by your agency.	3
23 Total number of warnings issued.	1514

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	460
25 Total number of traffic crashes resulting in a fatality.	0
26 Total number of traffic crashes resulting in a serious injury.	5
27 Total number of speed-related traffic crashes.	47
28 Total number of speed-related traffic crashes resulting in a fatality.	0
29 Total number of speed-related traffic crashes resulting in a serious injury.	2
30 Total number of alcohol-related traffic crashes.	26
31 Total number of alcohol-related traffic crashes resulting in a fatality.	0
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	2
33 Total number of unbuckled fatalities.	0
34 Total number of unbuckled serious injuries.	0

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	22
36 Total number of commissioned patrol and traffic officers.	14

37 Total number of commissioned law enforcement officers available for overtime enforcement.	14
38 Total number of vehicles available for enforcement.	9
39 Total number of radars/lasers.	11
40 Total number of in-car video cameras.	11
41 Total number of PBTs.	4
42 Total number of Breath Instruments.	2

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.

Enforcement will be city wide with emphasis on State Route AA (SW Eagles Pkwy), State Route BB (Main St, Buckner-Tarsney Rd) and US 40 Highway. State Highway Patrol reports show that 213 or 46% of crashes between 2020 and 2022 occurred on these main roads and 97 or 21% of crashes had these main roads intersecting at or near the crash location.

44 Enter the number of enforcement periods your agency will conduct each month. 2

45 Enter the months in which enforcement will be conducted.

Enforcement will occur during the following months: October, November, December, March, May and September. These are the months with the highest incidents of crashes.

46 Enter the days of the week in which enforcement will be conducted.

Report statistics show that the highest number of crashes occur on the following days: Monday, Wednesday, Thursday and Friday. Traffic enforcement will focus on these days

47 Enter the time of day in which enforcement will be conducted.

According to reports, the highest number of crashes occur between the hours of 2:00 pm and 6:00 pm. There was also a spike in crash occurrences during the morning commute from 7:00 am to 8:00 am. Officers will have the greatest impact if we concentrate on the afternoon hours instead of other times during the day. This will focus on students leaving school and citizens returning home in the evenings. Enforcement will be for a 4 hour period between 2:00 pm and 6:00 pm.

48 Enter the number of officers assigned during the enforcement period. 1

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

n/a

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

This department will see the project as a success when the amount of accidents decrease. Though this may not happen initially, over time it is the hope that the increased presence of patrol will get the attention of drivers, making them aware for their own safety and the safety of others.

## ADDITIONAL FUNDING SOURCES

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n/a

**BUDGET**

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<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Officer Overtime	48	\$35.00	\$1,680.00	\$0.00	\$1,680.00
					<b>\$1,680.00</b>	<b>\$0.00</b>	<b>\$1,680.00</b>
<b>Total Contract</b>					<b>\$1,680.00</b>	<b>\$0.00</b>	<b>\$1,680.00</b>



## ATTACHMENTS

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Document Type

Description

Original File Name

Date Added

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Highway Safety and Traffic Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

## CITY COUNCIL AUTHORIZATION

On \_\_\_\_\_, 20\_\_ the Council of \_\_\_\_\_  
\_\_\_\_\_ held a meeting and discussed the City's participation  
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of \_\_\_\_\_  
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the  
financial assistance available under the Missouri Highway Safety Program for  
Traffic Enforcement and report back to the Council his/her recommendations.  
When funding through the Highway Safety Division is no longer available, the  
local government entity agrees to make a dedicated attempt to continue support  
for this traffic safety effort.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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Council Member

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Council Member

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Mayor

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# *Ordinances*

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

<b>MEETING DATE</b>	2/13/2023, 2/27/2023	
<b>BILL NUMBER</b>	B23-07	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE APPROVING THE RENEWAL OF A CONDITIONAL USE PERMIT TO OPERATE A RACETRACK FACILITY AT 348 EAST OLD US 40 HIGHWAY</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT DEPARTMENT	
<b>PRESENTER</b>	Mark Trosen, Community Development 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 renew the conditional use permit for Valley Speedway	
<b>BACKGROUND</b>	On March 25, 2019, the Board of Aldermen approved Ordinance 2460, a conditional use permit to operate the racetrack. That permit was approved for four years and required application to the Board for renewal after that period. The original conditional use permit was approved in 2015.	
<b>SPECIAL NOTES</b>	The Board of Aldermen voted to amend the CUP renewal term from every 4 years to every 10 years at the February 13, 2023 Board of Aldermen meeting.	
<b>ANALYSIS</b>	Staff believes the current permit has been successful in allowing Mr. Shroul to operate the racetrack while respecting the residents affected by the noise being produced. Staff is recommending that the same conditions be left in place for this permit.	
<b>PUBLIC INFORMATION PROCESS</b>	Public notice was published in the Examiner on January 28, 2023 and to property owners within 185 feet of the racetrack.	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	

<b>DEPARTMENT RECOMMENDATION</b>	Staff recommends approval
<b>REFERENCE DOCUMENTS ATTACHED</b>	Attachment A – Testing Location, Application, Ordinance 2460



**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-07

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
February 13, 2023 (5-0)

**AN ORDINANCE APPROVING THE RENEWAL OF A CONDITIONAL USE PERMIT TO  
OPERATE A RACETRACK FACILITY AT 348 EAST OLD US 40 HIGHWAY**

**WHEREAS,** the original conditional use permit was approved on March 23, 2015; and

**WHEREAS,** the Board of Alderman approved Ordinance 2460, on March 25, 2019, to renew a conditional use permit for four additional years subject to the same standards and conditions as the original permit; and

**WHEREAS,** a public hearing was held before the Board of Aldermen on February 13, 2023; and

**WHEREAS,** the Board of Aldermen find it beneficial for the City of Grain Valley to issue a Conditional Use Permit for the operation of a racetrack facility.

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

**SECTION 1:** A Conditional Use Permit is approved for a racetrack facility operated by Impact Motor Sports, LLC d/b/a Valley Speedway (Valley Speedway) at 348 E Old US 40 Hwy legally described as:

SEC-35 TWP-49 RNG-30---PT E 1/2 DAF: BEG NE COR LOT 5 REPLAT OF GATE CITY PLAZA I BLK IV LOTS 1-3 TH N 01 DEG 19 MIN 18 SEC W 1325.25' TH NELY 2625.67' MOL TH SLY 309.32' MOL TO C/L SNI-A-BAR CREEK TH WLY & SWLY ALG SNI-A-BAR CREEK 146.3' MOL TO C/L SNI-A-BAR CREEK TH NWLY & SWLY ALG SNI-A-BAR CREEK 2046' MOL TH SWLY ALG CURV RI RAD 400' ARC DIST 110.37' TH S 53 DEG 24 MIN 32 SEC W 421.27' TH SWLY ALG CURV LF RAD 100' ARC DIST 135.95' TH S 24 DEG 29 MIN 10 SEC E 180.26' TH S 29 DEG 08 MIN 04 SEC E 40.57' TH SELY ALG CURV RI RAD 600' ARC DIST 82.89' TH S 21 DEG 02 MIN 31 SEC E 115.63' TH SWLY 32' MOL TH N 21 DEG 12 MIN 51 SEC W 114.89' TH NWLY ALG CURV LF RAD 650' ARC DIST 75.89' TH N 28 DEG 01 MIN 01 SEC W 18.03' TH S 70 DEG 29 MIN 07 SEC W 274.02' TO POB

With the following conditions:

1. Valley Speedway is permitted to hold a maximum of Forty-five (45) race car events per year.
  - a. This limit does not apply to test & tunes (practices) in the month of March, in which only one motor vehicle is on the track.
  - b. The Forty-five race car events may only take place from April 1<sup>st</sup> – October 31<sup>st</sup>.
  - c. Valley Speedway is permitted to hold one race car event per week, except that two race car events may take place every other week.
  - d. A maximum of Seven (7) weeknight race events will be allowed per year.
    - i. Weeknights are defined as Monday – Thursday.

[B23-07]

- ii. No weeknight events are allowed on nights in which the Grain Valley public schools have class the following day.
        - iii. All weeknight events must be completed with no cars on the racetrack by 10:30 p.m.
      - e. Upon application and approval of the Board of Aldermen, the Board of Aldermen may approve events outside the parameters of 1(a-d); however, shall have no obligation to approve any application.
2. Except as otherwise permitted herein, all race car events must be completed with no cars on the racetrack by 10:30 p.m.
  - a. Valley Speedway will be permitted to hold race car events until 11:00 p.m. a maximum of seven (7) times per year.
3. The maximum sound level from events at the property shall be Eighty-five (85) decibels until 10:00 p.m. and Eighty (80) decibels from 10:00 p.m. until 11:00 p.m.
  - a. The sound level will be measured by the City or its designee using a 3-minute weighted average (Leq) measured at Latitude 39.016622, Longitude -94.191999 as shown on the attached map.
4. All motor vehicles operating on the racetrack must register sound levels less than Ninety-Five (95) decibels measured one hundred (100) feet from the car.
  - a. Sound will be measured at one hundred (100) feet behind the car at an RPM level between 3,000 and 4,000 RPM.
5. All motor vehicles must use functional race mufflers.
6. Events in which the sound level does not exceed Sixty-Five (65) decibels, as measured using the procedure specified in paragraph 3(a), will not apply against the forty-five (45) race limit as set forth in Paragraph 1.
7. This Conditional Use Permit is valid for ten (10) years, after which it may be renewed upon application to the Board of Aldermen, subject to the same procedures, standards, and conditions as an original application.
8. Valley Speedway, its agents, and tenants, must comply with the City's Code of Ordinances, State or Federal law or regulations, pertaining to the use of the land, construction or uses of buildings or structures or activities conducted on the premises.
9. Upon violation of the sound provisions of this Conditional Use Permit, the City will notify Valley Speedway of the violation.
  - a. "Sound provisions" means the provisions of paragraphs 1(d)(iii); 2; 3; 4; 5; and 6.
  - b. If Valley Speedway violates the sound provisions of this Conditional Use Permit for a second time during the permit period, this Conditional Use Permit will be suspended for one week. The suspension will begin on the 11<sup>th</sup> day after notice of the violation.
  - c. If Valley Speedway violates the sound provisions of this Conditional Use Permit for a third time during the permit period, this Conditional Use Permit will be suspended for two weeks. The suspension will begin on the 11<sup>th</sup> day after notice of the violation.
  - d. Upon a fourth or subsequent violation of the sound provisions, the Conditional Use Permit may be revoked pursuant to Code §400.240(A)(7).

- e. If Valley Speedway wishes to appeal any determination that it violated the sound provisions of this Conditional Use Permit, it may file a written appeal with the City's Community Development Director, or if there is no Community Development Director, with the City Administrator. Such an appeal must be submitted within ten (10) days of the notice of violation. After receiving the written appeal, the Community Development Director will hold a hearing, in which Valley Speedway will be permitted to present evidence regarding why it did not violate the sound provisions of this Conditional Use Permit. The Community Development Director will issue a decision regarding whether the sound provisions were violated. If Valley Speedway wishes to appeal the decision of the Community Development Director, it can appeal to the Board of Aldermen within ten (10) days of the Community Development Director's decision. The Board of Aldermen will hold a hearing, in which Valley Speedway will be permitted to present evidence, and the Board of Aldermen will render a written decision. Any suspension of the Conditional Use Permit will be stayed during the pendency of any appeal up to the date of the decision of the Board of Aldermen.
10. If Valley Speedway violates any condition of this Conditional Use Permit, other than the "sound provisions," the City will provide Valley Speedway with notice of the violation. If Valley Speedway does not come into compliance with the violation within thirty (30) days of receiving notice of the violation, or if the violation is one in which compliance is impossible, the City may revoke this Conditional Use Permit as provided Code §400.240(A)(7).

**ATTACHMENT:** "Attachment A" - Testing location map

Read two times and PASSED by the Board of Aldermen this \_\_\_\_ day of \_\_\_\_\_, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD \_\_\_\_\_  
ALDERMAN CLEAVER \_\_\_\_\_  
ALDERMAN MILLS \_\_\_\_\_

ALDERMAN BASS \_\_\_\_\_  
ALDERMAN KNOX \_\_\_\_\_  
ALDERMAN SKINNER \_\_\_\_\_

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

Approved as to form:

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

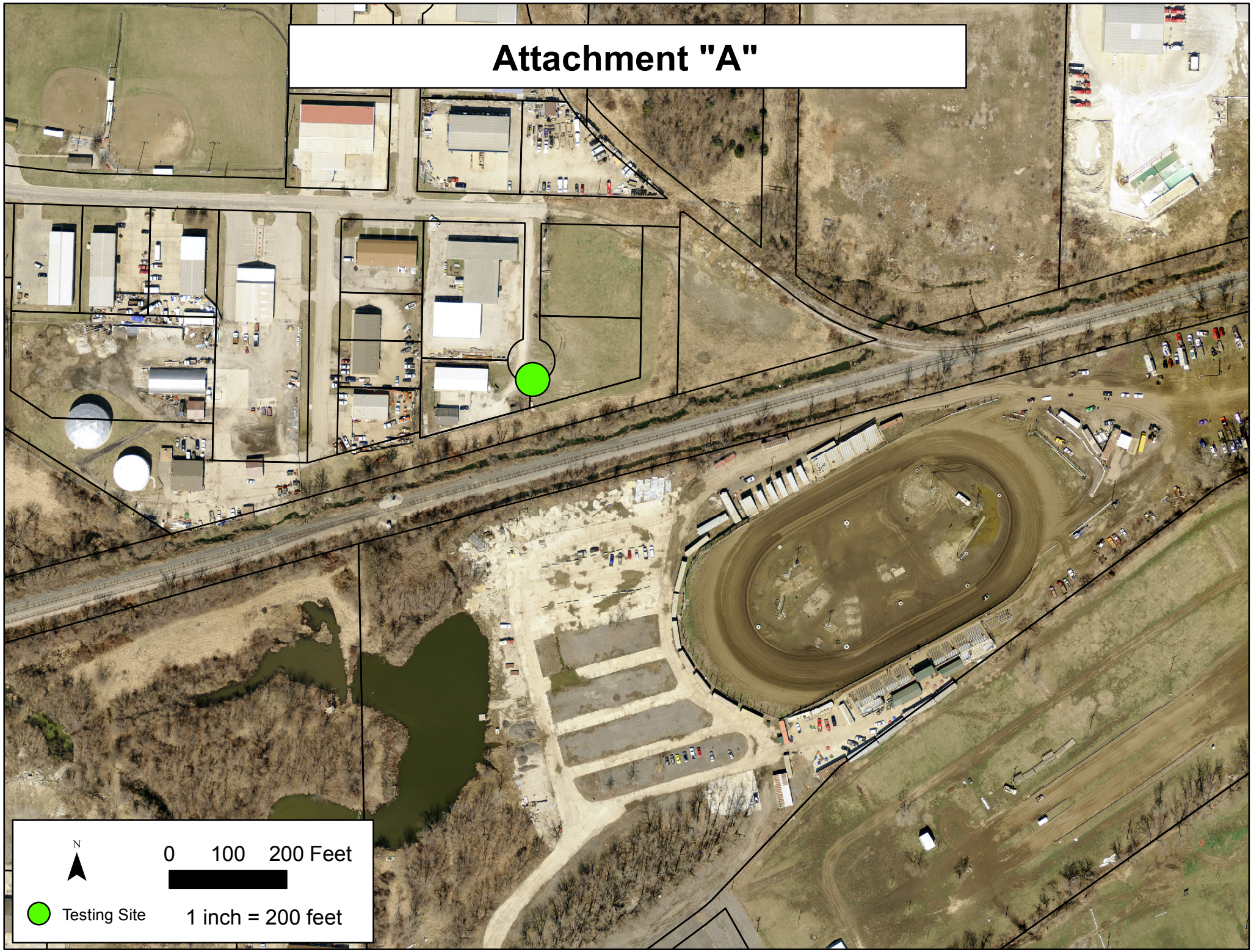
\_\_\_\_\_  
Mike Todd  
Mayor

ATTEST:

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



# Attachment "A"



0 100 200 Feet



Testing Site

1 inch = 200 feet



INTENTIONALLY LEFT BLANK

**PLANNING & ZONING APPLICATION**

**PROJECT INFORMATION**

Location: \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Description of Request: \_\_\_\_\_

\_\_\_\_\_

**APPLICANT INFORMATION**

Name: Dennis Shroat

Company: Valley Speedway

Address: P.O. Box 641

Telephone: 816-282-4822 Fax: \_\_\_\_\_ E-mail: dennisshroat@valleyspeedway.com

Property Owner: Dennis Shroat

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

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

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

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

Code: \_\_\_\_\_  
 Applicant's Signature: Dennis Shroat

1-13-23  
 Date

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

Date \_\_\_\_\_

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**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B19-07

ORDINANCE NO.  
SECOND READING  
FIRST READING

2460

March 25, 2019 (5-0)

INTRODUCED BY:  
*ALDERMAN HEADLEY*

March 11, 2019 (6-0)

**AN ORDINANCE APPROVING THE RENEWAL OF A CONDITIONAL USE PERMIT  
TO OPERATE A RACETRACK FACILITY AT 348 EAST OLD US 40 HIGHWAY**

**WHEREAS**, the original conditional use permit was approved on March 23, 2015; and

**WHEREAS**, a public hearing was held before the Board of Aldermen on March 11, 2019;  
and

**WHEREAS**, the Board of Aldermen find it beneficial for the City of Grain Valley to issue  
a Conditional Use Permit for the operation of a racetrack facility.

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

**SECTION 1:** A Conditional Use Permit is approved for a racetrack facility operated by  
Impact Motor Sports, LLC d/b/a Valley Speedway (Valley Speedway) at 348 E Old US 40  
Hwy legally described as:

SEC-35 TWP-49 RNG-30--PT E 1/2 DAF: BEG NE COR LOT 5 REPLAT OF GATE  
CITY PLAZA I BLK IV LOTS 1-3 TH N 01 DEG 19 MIN 18 SEC W 1325.25' TH NELY  
2625.67' MOL TH SLY 309.32' MOL TO C/L SNI-A-BAR CREEK TH WLY & SWLY  
ALG SNI-A-BAR CRBEK146.3' MOL TO C/L SNI-A-BAR CREEK TH NWLY &  
SWLY ALG SNI-A-BAR CREEK 2046' MOL TH SWLY ALG CURV RI RAD 400' ARC  
DIST 110.37' TH S 53 DEG 24 MIN 32 SEC W 421.27' TH SWLY ALG CURV LF RAD  
100' ARC DIST 135.95' TH S 24 DEG 29 MIN 10 SEC E 180.26' TH S 29 DEG 08 MIN  
04 SEC E 40.57' TH SELY ALG CURV RI RAD 600' ARC DIST 82.89' TH S 21 DEG  
02 MIN 31 SEC E 115.63' TH SWLY 32' MOL TH N 21 DEG 12 MIN 51 SEC W 114.89'  
TH NWLY ALG CURV LF RAD 650' ARC DIST 75.89' TH N 28 DEG 01 MIN 01 SEC  
W 18.03' TH S 70 DEG 29 MIN 07 SEC W 274.02' TO POB

With the following conditions:

1. Valley Speedway is permitted to hold a maximum of Forty-five (45) race car events per year.
  - a. This limit does not apply to test & tunes (practices) in the month of March, in which only one motor vehicle is on the track.
  - b. The Forty-five race car events may only take place from April 1<sup>st</sup> – October 31<sup>st</sup>.
  - c. Valley Speedway is permitted to hold one race car event per week, except that two race car events may take place every other week.
  - d. A maximum of Seven (7) weeknight race events will be allowed per year.

- i. Weeknights are defined as Monday – Thursday.
    - ii. No weeknight events are allowed on nights in which the Grain Valley public schools have class the following day.
    - iii. All weeknight events must be completed with no cars on the racetrack by 10:30 p.m.
  - e. Upon application and approval of the Board of Aldermen, the Board of Aldermen may approve events outside the parameters of 1(a-d); however, shall have no obligation to approve any application.
2. Except as otherwise permitted herein, all race car events must be completed with no cars on the race track by 10:30 p.m.
  - a. Valley Speedway will be permitted to hold race car events until 11:00 p.m. a maximum of seven (7) times per year.
3. The maximum sound level from events at the property shall be Eighty-five (85) decibels until 10:00 p.m. and Eighty (80) decibels from 10:00 p.m. until 11:00 p.m.
  - a. The sound level will be measured by the City or its designee using a 3 minute weighted average (Leq) measured at Latitude 39.016622, Longitude -94.191999 as shown on the attached map.
4. All motor vehicles operating on the racetrack must register sound levels less than Ninety-Five (95) decibels measured one hundred (100) feet from the car.
  - a. Sound will be measured at one hundred (100) feet behind the car at a RPM level between 3,000 and 4,000 RPM.
5. All motor vehicles must use functional race mufflers.
6. Events in which the sound level does not exceed Sixty-Five (65) decibels, as measured using the procedure specified in paragraph 3(a), will not apply against the forty-five (45) race limit as set forth in Paragraph 1.
7. This Conditional Use Permit is valid for four (4) years, after which it may be renewed upon application to the Board of Aldermen, subject to the same procedures, standards and conditions as an original application.
8. Valley Speedway, its agents and tenants, must comply with the City's Code of Ordinances, State or Federal law or regulations, pertaining to the use of the land, construction or uses of buildings or structures or activities conducted on the premises.
9. Upon violation of the sound provisions of this Conditional Use Permit, the City will notify Valley Speedway of the violation.
  - a. "Sound provisions" means the provisions of paragraphs 1(d)(iii); 2; 3; 4; 5; and 6.
  - b. If Valley Speedway violates the sound provisions of this Conditional Use Permit for a second time during the permit period, this Conditional Use Permit will be suspended for one week. The suspension will begin on the 11<sup>th</sup> day after notice of the violation.
  - c. If Valley Speedway violates the sound provisions of this Conditional Use Permit for a third time during the permit period, this Conditional Use Permit



will be suspended for two weeks. The suspension will begin on the 11<sup>th</sup> day after notice of the violation.

- d. Upon a fourth or subsequent violation of the sound provisions, the Conditional Use Permit may be revoked pursuant to Code §400.240(A)(7).
  - e. If Valley Speedway wishes to appeal any determination that it violated the sound provisions of this Conditional Use Permit, it may file a written appeal with the City's Community Development Director, or if there is no Community Development Director, with the City Administrator. Such appeal must be submitted within ten (10) days of the notice of violation. After receiving the written appeal, the Community Development Director will hold a hearing, in which Valley Speedway will be permitted to present evidence regarding why it did not violate the sound provisions of this Conditional Use Permit. The Community Development Director will issue a decision regarding whether the sound provisions were violated. If Valley Speedway wishes to appeal the decision of the Community Development Director, it can appeal to the Board of Aldermen within ten (10) days of the Community Development Director's decision. The Board of Aldermen will hold a hearing, in which Valley Speedway will be permitted to present evidence, and the Board of Aldermen will render a written decision. Any suspension of the Conditional Use Permit will be stayed during the pendency of any appeal up to the date of the decision of the Board of Aldermen.
10. If Valley Speedway violates any condition of this Conditional Use Permit, other than the "sound provisions," the City will provide Valley Speedway with notice of the violation. If Valley Speedway does not come into compliance with the violation within thirty (30) days of receiving notice of the violation, or if the violation is one in which compliance is impossible, the City may revoke this Conditional Use Permit as provided Code §400.240(A)(7).

**ATTACHMENT:** "Attachment A" - Testing location map

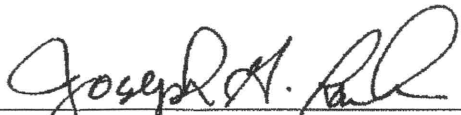
Read two times and PASSED by the Board of Aldermen this 25<sup>th</sup> day of March, 2019, the aye and nay votes being recorded as follows:


ALDERMAN BAMMAN            AYE        
ALDERMAN HEADLEY            AYE        
ALDERMAN TOTTON            AYE      

ALDERMAN BASS            ABSENT        
ALDERMAN STRATTON            AYE        
ALDERMAN WEST            AYE      

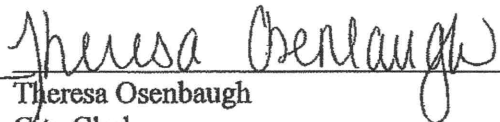
MAYOR      \_\_\_\_\_  
*(in the event of a tie only)*

Approved as to form:

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

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

ATTEST:

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

