



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

April 24, 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 Jason Williams of Valley Community Church

**ITEM IV: Pledge of Allegiance**

- Alderman Ryan Skinner

**ITEM V: Approval of Agenda**

- City Administrator Ken Murphy

**ITEM VI: Public Comment**

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

**ITEM VII: Previous Consent Agenda**

- April 10, 2023 – Board of Aldermen Regular Meeting Minutes
- April 24, 2023 – Accounts Payable

**ITEM VIII: Previous Business**

- None

**ITEM IX: Presentations**

- None

**ITEM X: Resolutions**

- None

**ITEM XI: Ordinances**

**ITEM XI (A)**

B23-11

1<sup>ST</sup> & 2<sup>ND</sup> READ

*Introduced by  
Alderman Tom  
Cleaver*

**An Ordinance Acknowledging the Certified Results of the General Election Held in the City of Grain Valley, Missouri on April 4, 2023**

To acknowledge the election results for the April 4, 2023 election

**ITEM XII: Proclamations**

- Grace Slaughter – Basketball achievements
- Recognition of Service as Alderman Ward III – Shea Bass

**ITEM XIII: Elected Officials Oath of Office**

- Ward I: Tom Cleaver
- Ward II: Darren Mills
- Ward III: Brian Bray

**ITEM XIV: New Business**

- None

**ITEM XV: Public Hearing**

- None

**ITEM XVI: Resolutions**

**ITEM XVI (A)**      **A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With Crawford Murphy and Tilly, Inc. for Professional Engineering Services**  
R23-34  
*Introduced by Alderman Dale Arnold*

To provide on-call engineering/consulting services for the City of Grain Valley on projects as required

**ITEM XVII: Ordinances**

**ITEM XVII (A)**      **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri, Amending Chapter 215 Offenses to Add a New Section 215.165 Relating to Abuse of a Child**  
B23-12  
1<sup>ST</sup> READ  
*Introduced by Alderman Brian Bray*

To amend chapter 215 Offenses to add a new section relating to abuse of a child

**ITEM XVII (B)**      **An Ordinance Repealing Section 215.357 of the Municipal Code – Endangering the Welfare of a Child of the City Code of Ordinances**  
B23-13  
1<sup>ST</sup> READ  
*Introduced by Alderman Tom Cleaver*

To update the municipal code by removing duplicative sections

**ITEM XVII (C)**      **An Ordinance of the Board of Aldermen of the City of Grain Valley, Missouri, Amending Chapter 215 of the Code of Ordinances to Comply With Age Updates Enacted by the State of Missouri**  
B23-14  
1<sup>ST</sup> READ  
*Introduced by Alderman Rick Knox*

To amend chapter 215 Offenses to comply with age updates enacted by the State of Missouri

**ITEM XVIII: City Attorney Report**

- City Attorney

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

- City Administrator Ken Murphy
- Deputy City Administrator Theresa Osenbaugh

- Police Chief Ed Turner
- Finance Director Steven Craig
- Community Development Director Mark Trosen
- Parks & Recreation Director Shannon Davies
- City Clerk Jamie Logan

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

- Alderman Dale Arnold
- Alderman Brian Bray
- Alderman Tom Cleaver
- Alderman Rick Knox
- Alderman Darren Mills
- Alderman Ryan Skinner

**ITEM XXI: Mayor Report**

- Mayor Mike Todd

**ITEM XXII: 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 XXIII: Adjournment**

**Please Note**

*The next scheduled meeting of the Board of Aldermen is a Regular Meeting on May 8, 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 April 10, 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**

- Deputy City Clerk Khalilah Holland called roll
- *Present: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
- *Absent:*

**-QUORUM PRESENT-**

**ITEM III: Invocation**

- Invocation was given by Pastor Daniel Ballard of Crossroads Church

**ITEM IV: Pledge of Allegiance**

- The Pledge of Allegiance was led by Alderman Darren Mills

**ITEM V: Approval of Agenda**

- No changes

**ITEM VI: Proclamations**

- None

**ITEM VII: Public Comment**

- None

**ITEM VIII: Consent Agenda**

- March 27, 2023 – Board of Aldermen Regular Meeting Minutes
- April 10, 2023 – Accounts Payable
- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Mills*
  - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

*-Motion Approved: 6-0-*

**ITEM IX: Previous Business**

- None

**ELECTED OFFICIALS PRESENT**

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

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge

**ITEM X: New Business**

- Fireworks Permit applications were submitted for the following:
  - Grain Valley Band Parents Association; Mark Chatburn
  - Grain Valley Partnership; Tasha Lindsey
- Deputy City Clerk Holland stated the Grain Valley Band Parent Association had submitted an application pending an insurance certificate necessary for approval once insurance is received for their 2023 Application for a permit to sell fireworks; requested a motion to approve
- *Alderman Bass made a Motion to Approve Grain Valley Band Parent Association's Application permits to Sell Fireworks.*
- *The Motion was Seconded by Alderman Skinner*
  - *No discussion*
- *Motion to Approve Grain Valley Band Parent Association's Application for Permit to Sell Fireworks was voted on with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay: None*
  - *Abstain: None*

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

- Deputy City Clerk Holland stated the *Grain Valley Partnership* submitted an application and all items have been received in good order; requested a motion to approve
- *Alderman Knox made a Motion to Approve Grain Valley Partnership's Application for a permit to Sell Fireworks.*
- *The Motion was Seconded by Alderman Mills*
  - *No discussion*
- *Motion to Approve the Grain Valley Partnership's Application for a permit to Sell Fireworks was voted on with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay: None*
  - *Abstain: None*

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

**ITEM XI: Presentations**

- None

**ITEM XII: Public Hearing**

- None

**ITEM XIII: Resolutions**

**ELECTED OFFICIALS PRESENT**

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

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge



**Resolution No. R23-30** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Approve the Midwest Public Risk (MPR) 2023-2024 Plan Elections and Rates for Employee Health, Dental and Vision Benefit Coverage

- *Alderman Knox moved to approve Resolution No. R23-30*
- *The Motion was Seconded by Alderman Arnold*
  - Mr. Murphy explained the insurance plan year is July 1<sup>st</sup> though June 30<sup>th</sup>; the net increase is 0% this plan year.
- *Motion to approve Resolution No. R23-30 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-30 Approved: 6-0-**

**Resolution No. R23-31** A Resolution Authorizing the Allocation of the City of Grain Valley 2023 Emergency Management Contribution to the Central Jackson County Fire Protection District

- *Alderman Mills moved to approve Resolution No. R23-31*
- *The Motion was Seconded by Alderman Skinner*
  - Mr. Murphy reported the city is a part of the Jackson County emergency management agency; on a yearly basis the member entities contribute funds per the annual agreement.
- *Motion to approve Resolution No. R23-31 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-31 Approved: 6-0-**

**Resolution No. R23-32** A Resolution by the Board of Aldermen of the City of Grain Valley Designating Identified City Property as a Permissible Location for the 2023 Food Truck Friday Events

- *Alderman Skinner moved to approve Resolution No. R23-32*
- *The Motion was Seconded by Alderman Arnold*
  - Mr. Murphy reminded the Board of Aldermen the city has an ordinance regulating Food Trucks and the designation of locations; the Grain Valley Fair Association approached the city regarding Food Truck 1<sup>st</sup> Friday's the for the months of May, June, July, August downtown on Main St, Front St, and Gregg St; the resolution approves the designation.

**ELECTED OFFICIALS PRESENT**

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

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge

- Aldermen Skinner is in favor of closing Main St for larger events to attract citizens to community events downtown.
- *Motion to approve Resolution No. R23-32 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-32 Approved: 6-0-**

**Resolution No. R23-33** A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Approving and Authorizing Execution of National Opioid Settlement Agreements

- *Alderman Arnold moved to approve Resolution No. R23-33*
- *The Motion was Seconded by Alderman Knox*
  - Mr. Murphy stated the State of Missouri entered into national settlement agreements with certain pharmaceutical supply chain entities currently facing litigation and investigation related to the opioid epidemic; by entering into the settlement agreement will allow the City to be eligible for a portion of the settlement amount; the funds received for the settlement has restricted uses for drug education as an example
  - Alderman Knox questioned if the funds could be for the School Resource Officer; Mr. Murphy explained it was for drug education and will be working with Chief Turner on allowable uses for the funds
- *Motion to approve Resolution No. R23-32 was voted upon with the following voice vote:*
  - *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - *Nay:*
  - *Abstain:*

**-Resolution No. R23-33 Approved: 6-0-**

**ITEM XV: Ordinances**

- None

**ITEM XV: City Attorney Report**

- Attorney Holly Dodge reported the law firm is conducting city officials training seminars

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

- City Administrator Ken Murphy
  - None
- Deputy City Administrator Theresa Osenbaugh
  - Provided a progress report of the Strategic Plan – the progress report includes the

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

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

City Administrator Ken Murphy  
Deputy City Administrator Theresa Osenbaugh  
Chief Ed Turner  
Finance Director Steven Craig  
Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge

goals for the last six months of 2022 and the goals set for 2023.

- Gave an update regarding the downtown revitalization efforts – the board has been set, paperwork has been submitted for articles of incorporation, and once approved the organization will submit for a non-profit status.
  - The first event was held over the past weekend and was successful.
  - Grain Valley broke the Missouri Main Street Connection record for the number of survey responses received of approximately 450.
  - Next steps will be for Missouri Main Street to review the responses and the organization to set goals to address the responses received.
  - The city has taken the lead on the project, but the goal is to make it a self-sufficient organization.
  - The city is researching grant opportunities for future downtown community projects.
- Police Chief Ed Turner
  - None
- Finance Director Steven Craig
  - Trout Beeman accountants performing annual onsite audit duties.
- Parks & Recreation Director Shannon Davies
  - None
- Community Development Director Mark Trosen
  - Provided department report in the board agenda packet.
- Deputy City Clerk Khalilah Holland
  - None

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

- Alderman Dale Arnold
  - Recommend the city consider in the future the school district hiring their own law enforcement officers for safety and security.
- Alderman Shea Bass
  - None
- Alderman Tom Cleaver
  - None
- Alderman Rick Knox
  - Agrees with Alderman Arnold’s recommendation for separate law enforcement agency for the school district.
- Alderman Darren Mills
  - None
- Alderman Ryan Skinner
  - Thank you to Mr. Trosen for conducting a traffic study at the intersection of Rosewood and Hedgewood
  - Challenges the city to take the lead on addressing safety and security with the

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Alderman Ryan Skinner

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Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge

school district; disagrees with the school's assessment of having adequate protection at the schools.

- o Proposes increasing overtime for road patrol and to be a deterrent at the schools.

**ITEM XVIII: Mayor Report**

- None

**ITEM XIX: Executive Session**

- *Mr. Murphy stated an executive session was needed for Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended*
- *Alderman Knox moved to close the Regular Meeting for items related to Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended and Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Bass*
  - o No Discussion
- *The motion was voted on with the following roll call vote:*
  - o *Aye: Arnold, Bass, Cleaver, Knox, Mills, Skinner*
  - o *Nay: None*
  - o *Abstain: None*

**-Motion Carried:6-0-**

**- The regular meeting closed at 7:26 PM-**

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

**- Motion Carried: 6-0-**

**- The regular meeting opened at 7:39 PM-**

**ITEM XX: Adjournment**

- The meeting adjourned at 7:39 P.M.

**ELECTED OFFICIALS PRESENT**

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

**ELECTED OFFICIALS ABSENT**

**STAFF OFFICIALS PRESENT**

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Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge

**CITY OF GRAIN VALLEY**  
Board of Aldermen Meeting Minutes  
Regular Session

**04/10/2023**  
PAGE 7 OF 7

Minutes submitted by:

\_\_\_\_\_  
Khalilah Holland  
Deputy City Clerk

\_\_\_\_\_  
Date

Minutes approved by:

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

\_\_\_\_\_  
Date

**DRAFT**

**ELECTED OFFICIALS PRESENT**

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

**ELECTED OFFICIALS ABSENT**

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Parks and Recreation Director Shannon Davies  
Community Development Director Mark Trosen  
Deputy City Clerk Khalilah Holland  
City Attorney Holly Dodge

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DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	20.15
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,590.01
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	357.00
		AFLAC	AFLAC AFTER TAX	73.73
			AFLAC CRITICAL CARE	14.86
			AFLAC PRETAX	254.23
			AFLAC-W2 DD PRETAX	261.65
		MIDWEST PUBLIC RISK	DENTAL	148.98
			OPEN ACCESS	276.50
			OPEN ACCESS	249.55
			OPEN ACCESS	323.28
			HSA	229.08
			HSA	1,826.61
			HSA	22.63
			VISION	16.00
			VISION	52.16
			VISION	121.15
			VISION	18.59
		HSA BANK	HSA - GRAIN VALLEY, MO	270.78
			HSA - GRAIN VALLEY, MO	601.06
		RICKY WOODERSON	SKILLMAN RESTITUTION	150.00
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	294.18
			FLEX PLAN	70.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	935.91
			MISSIONSQUARE 457	425.57
			MISSIONSQUARE ROTH IRA	67.39
		HOPE HOUSE	MAR 23 DOMESTIC VIOLENCE	12.00
		MO DEPT OF REVENUE	MAR 2023 CVC FUNDS	21.39
		MO DEPT OF PUBLIC SAFETY	MAR 2023 TRAINING FUND	3.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,278.25
			SOCIAL SECURITY	5,218.23
			SOCIAL SECURITY	464.81
			MEDICARE	1,220.41
	MEDICARE	<u>108.71</u>		
	TOTAL:	23,997.85		
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	385.51
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	27.63
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	19.50
		MIDWEST PUBLIC RISK	DENTAL	51.84
			OPEN ACCESS	365.95
			HSA	259.33
			HSA	358.21
		HSA BANK	HSA - GRAIN VALLEY, MO	100.27
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	177.80
			MEDICARE	41.58
		TFORCE LOGISTICS EAST, LCC	TUTTLE: POST ACCIDENT TEST	<u>215.00</u>
	TOTAL:	2,002.62		
INFORMATION TECH	GENERAL FUND	CDW GOVERNMENT	CREDIT: VERKADA ANGLE MOUN	525.00-
			Computer Monitors	600.00
		OMNIGO SOFTWARE	PD RECORDS MGMT	<u>15,266.15</u>
	TOTAL:	15,341.15		
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	50% FACILITIES MAINTENANCE	90.00
		SAMS CLUB/SYNCHRONY BANK	TOILET PAPER/SBALL CLINIC	55.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMCAST - HIERARCY ACCT	CITY HALL	53.37
			CITY HALL	210.56
		GENERAL ELEVATOR	APRIL 2023 SERVICE	153.00
		SC REALTY SERVICES	APR 2023 JANITORIAL SERVI	1,062.27
		SPIRE	33333 - 624 JAMES ROLLO CT	67.62
			41111 - 711 S MAIN ST 70%	123.28
		BRADY INDUSTRIES OF KANSAS LLC	TRASH CAN LINERS	504.23
			CREDIT: TRASH CAN LINERS	504.23-
			TRASH CAN LINERS	418.50
		COMCAST	APR 2023 FIBER	445.72
		BR CARPET COMPANY	NEW CARPET	<u>1,191.31</u>
			TOTAL:	3,871.59
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	580.22
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	26.06
		SAMS CLUB/SYNCHRONY BANK	WATER/BOWLS/BATTERIES/TOIL	87.92
			CREAMER/COFFEE/FORKS/HOT C	37.64
		OFFICE DEPOT	BADGE CARABINER/COPY PAPER	66.52
			SHREDDER BAGS	19.88
			ZIPLOCK BAGS/BATTERIES/COP	78.37
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	16.25
		ROTARY CLUB OF BLUE SPRINGS	MURPHY: QUARTERLY DUES	238.00
		MIDWEST PUBLIC RISK	DENTAL	24.00
			DENTAL	1.98
			OPEN ACCESS	26.19
			HSA	11.64
			HSA	427.81
		HSA BANK	HSA - GRAIN VALLEY, MO	99.96
			HSA - GRAIN VALLEY, MO	2.20
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	304.39
			MEDICARE	71.20
		GREATAMERICA FINANCIAL SERVICES CORP.	50% CH ADMIN	145.77
			50% CH BILLING	145.77
		TIFFANY LOR	MEALS: GSMCON	<u>159.50</u>
			TOTAL:	2,571.27
ELECTED	GENERAL FUND	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	464.81
			MEDICARE	<u>108.71</u>
			TOTAL:	573.52
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	<u>7,738.00</u>
			TOTAL:	7,738.00
FINANCE	GENERAL FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	374.57
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	20.00
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	34.90
			HSA	265.15
			HSA	348.68
		HSA BANK	HSA - GRAIN VALLEY, MO	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	174.08
			MEDICARE	<u>40.72</u>
			TOTAL:	1,371.60
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	203.59



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	28.13
		OFFICE DEPOT	PENS	9.19
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	13.00
		MISSOURI MUNICIPAL AND ASSOCIATE CIRCU	WATKINS 2023 ANNUAL CONFER	300.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	0.76
			OPEN ACCESS	398.00
			HSA	11.49
		HSA BANK	HSA - GRAIN VALLEY, MO	2.17
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	9,087.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	158.90
			MEDICARE	<u>37.15</u>
			TOTAL:	10,267.38
VICTIM SERVICES	GENERAL FUND	DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	17.31
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			HSA	321.00
		HSA BANK	HSA - GRAIN VALLEY, MO	75.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	165.55
			MEDICARE	<u>38.72</u>
			TOTAL:	648.58
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	127.72
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	9.77
		ADVANCE AUTO PARTS	BRAKE CLEANER/OIL FILTER L	87.72
			GASKET MAKER /RIGHTSTUFF G	55.64
			SHOP TOWELS/ANTIFRZ DEX-CO	114.97
			FS DEX VI ATF 1 QT F 1 Q	20.22
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	6.50
		OREILLY AUTOMOTIVE INC	1GALANTIFREZ	23.98
			MOUNT PASTE/PASTE BRUSH	56.53
			XTREME RVM P	15.98
			12 OUNCE	116.00
			EX FLAN HRW	10.07
		MIDWEST PUBLIC RISK	DENTAL	17.94
			HSA	165.02
		HSA BANK	HSA - GRAIN VALLEY, MO	38.55
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	4.70
		FACTORY MOTOR PARTS CO	CONV. OIL 5W-20 QUART	168.96
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	65.44
			MEDICARE	<u>15.31</u>
			TOTAL:	1,121.02
POLICE	GENERAL FUND	JASON WERGES	MEALS: BACKGROUND INVESTIG	88.50
		MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	6,997.00
			MONTHLY CONTRIBUTIONS	429.29
		MO POLICE CHIEFS ASSOCIATION	POLICE CHIEF CONFERENCE	525.00
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	494.07
		SAMS CLUB/SYNCHRONY BANK	WATER/BOWLS/BATTERIES/TOIL	84.66
			CREAMER/COFFEE/FORKS/HOT C	7.98
		OFFICE DEPOT	ZIPLOCK BAGS/BATTERIES/COP	222.10
			SHARPIES/DVDS	24.19
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	333.45
		OREILLY AUTOMOTIVE INC	WIPER BLADES	15.98
			BATTERY/CORE CHARGE/BATTER	196.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CORE RETURN	22.00-
			BATTERY/CORE RETURN/CORE E	174.82-
		FASTENAL COMPANY	FIRE EXTINGUISHER/FIRST AI	138.93
		LEXISNEXIS RISK DATA MGMT INC	MAR 2023 MINIMUM COMMITMEN	200.00
		COMMENCO INC	PROGRAMMING PORTABLE RADIO	115.00
		WESTERN ASSN OF COURT ADMIN	2023 THOMPSON DUES	40.00
		MIDWEST PUBLIC RISK	DENTAL	198.00
			DENTAL	453.70
			OPEN ACCESS	1,309.50
			OPEN ACCESS	796.00
			OPEN ACCESS	861.45
			OPEN ACCESS	758.10
			HSA	530.30
			HSA	2,889.00
			HSA	5,578.80
		HSA BANK	HSA - GRAIN VALLEY, MO	450.00
			HSA - GRAIN VALLEY, MO	900.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,581.78
			MEDICARE	837.70
		GREATAMERICA FINANCIAL SERVICES CORP.	PD END OF HALL	291.53
			PD ADMIN	291.53
			PD FRONT WINDOW	174.53
		EDWARD TURNER	MEALS: MO POLICE CHIEFS CO	<u>111.50</u>
			TOTAL:	29,729.57
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	178.50
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	15.72
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	13.00
		MIDWEST PUBLIC RISK	OPEN ACCESS	398.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	92.22
			MEDICARE	21.57
		CAMPBELL PET COMPANY	6' FLAT LSH/SNAPPY SNARE/F	<u>213.89</u>
			TOTAL:	932.90
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	893.67
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	73.16
		SAMS CLUB/SYNCHRONY BANK	WATER/BOWLS/BATTERIES/TOIL	79.96
			CREAMER/COFFEE/FORKS/HOT C	35.90
		OFFICE DEPOT	BADGE CARABINER/COPY PAPER	70.05
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	38.97
		MIDWEST PUBLIC RISK	DENTAL	49.43
			DENTAL	10.24
			OPEN ACCESS	113.72
			HSA	881.51
			HSA	88.02
		HSA BANK	HSA - GRAIN VALLEY, MO	205.96
			HSA - GRAIN VALLEY, MO	14.33
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	498.12
			MEDICARE	<u>116.49</u>
			TOTAL:	3,169.53
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	23.98
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	528.75
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			AFLAC-W2 DD PRETAX	57.20
		MISCELLANEOUS HEART OF AM BULLDOG CL	HEART OF AM BULLDOG CLUB:	150.00
		MADISON ATTAWAY	MADISON ATTAWAY:	150.00
		MIDWEST PUBLIC RISK	DENTAL	13.54
			OPEN ACCESS	18.72
			HSA	134.65
			HSA	39.70
			VISION	8.00
			VISION	17.17
			VISION	2.15
			VISION	0.77
		HSA BANK	HSA - GRAIN VALLEY, MO	186.23
			HSA - GRAIN VALLEY, MO	113.84
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	55.73
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	343.14
			MISSIONSQUARE 457	226.04
			MISSIONSQUARE ROTH IRA	158.87
			MISSIONSQUARE ROTH IRA	47.57
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,419.68
			SOCIAL SECURITY	1,048.43
			MEDICARE	<u>245.18</u>
			TOTAL:	5,142.89
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	718.92
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	48.22
		AT&T	U-VERSE PARK MAINTENANCE	64.20
		OFFICE DEPOT	BADGE CARABINER/COPY PAPER	8.88
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	35.10
		COMCAST - HIERARCY ACCT	CITY HALL	8.03
			CITY HALL	41.69
		KCMPRDA C/O TRUMAN HEARTLAND	DAVIES: 2023 MEMBERSHIP	75.00
		MIDWEST PUBLIC RISK	DENTAL	3.50
			DENTAL	51.90
			OPEN ACCESS	73.19
			HSA	633.61
			HSA	62.40
			HSA	136.60
		HSA BANK	HSA - GRAIN VALLEY, MO	14.58
			HSA - GRAIN VALLEY, MO	139.07
		COMCAST	APR 2023 FIBER	74.28
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	442.07
			MEDICARE	103.38
		BR CARPET COMPANY	NEW CARPET	<u>397.11</u>
			TOTAL:	3,131.73
PARKS STAFF	PARK FUND	HAYNES EQUIPMENT CO INC	INSTALL PUMPS & CYCLE	240.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	646.49
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	49.47
		ADVANCE AUTO PARTS	AIR 1 EA/HYDRAULIC 1 EA	27.11
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	39.00
		OREILLY AUTOMOTIVE INC	BATTERY CORE CHARGE	67.43
			RETURN: BATTERY CORE CHARG	10.00-
			OIL FILTER/FUEL FILTER/AIR	63.60
			TIRE VALVE	2.40
			ROCKER SW	24.29
			HYD FILTER/OIL FILTER/FUEL	97.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FLANGED BOLT	4.49
		WEST CENTRAL ELECTRIC COOP INC	02/27-03/29 BALLPARK COMPL	235.74
		HOME DEPOT CREDIT SERVICES	PVC CROSS/PVC MALE ADAPTER	89.66
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	963.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		ROYAL ROOTER & PLUMBING LLC	PLUMBING REPAIRS AT FOOTBA	320.00
		SPIRE	00609 - 600 BUCKNER TARSNE	216.55
			33333 - 624 JAMES ROLLO CT	33.81
		GREGS LOCK & KEY SERVICE INC	KW1 KEYS	12.50
		LAWN & LEISURE	BEARING CAP/V-BELT	196.88
			BEARING CAP/FILLER CAP/GAU	35.97
			FILLER CAP	29.95
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	323.96
			MEDICARE	<u>75.76</u>
			TOTAL:	4,064.39
RECREATION	PARK FUND	DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	0.11
		SAMS CLUB/SYNCHRONY BANK	TOILET PAPER/SBALL CLINIC	43.78
		HD GRAPHICS & APPAREL	Preschool Players Shirts	504.00
		BSN SPORTS INC	BASEBALL SCOREBOOKS	323.22
			BASEBALL SCOREBOOKS	172.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	5.30
			MEDICARE	<u>1.24</u>
			TOTAL:	1,049.90
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	COMMUNITY CENTER	65.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	158.88
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	421.45
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	48.72
		OFFICE DEPOT	BADGE CARABINER/COPY PAPER	38.48
			BADGE CARABINER/COPY PAPER	8.88
			ZIPLOCK BAGS/BATTERIES/COP	10.31
			ZIPLOCK BAGS/BATTERIES/COP	4.88
			SHARPIES/DVDS	2.79
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	26.00
		COMCAST - HIERARCY ACCT	COMMUNITY CENTER	273.36
		MARK A LONG		640.00
		MIDWEST PUBLIC RISK	DENTAL	36.00
			HSA	642.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		SC REALTY SERVICES	APR 2023 JANITORIAL SERVI	177.05
		SPIRE	21111 - 713 S MAIN ST	474.86
			22222 - 713 S MAIN ST A	46.00
		MARY ALLGRUNN	03/21-03/30 LINE DANCING	163.05
		SAMANTHA PETRALIE	03/20-03/31 SILVERSNEAKERS	125.00
		TIFFANI KEY	03/20-03/27 SILVERSNEAKERS	25.00
			03/20-03/31 SILVERSNEAKERS	25.00
			03/22-03/31 SILVERSNEAKERS	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	277.10
			MEDICARE	64.80
		JULIE HENGEL	03/20-03/27 SILVERSNEAKERS	25.00
		GREATAMERICA FINANCIAL SERVICES CORP.	CC HALLWAY	291.53
			CC FRONT DESK	<u>173.53</u>
			TOTAL:	4,494.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	164.48
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	30.00
		AFLAC	AFLAC PRETAX	4.64
			AFLAC-W2 DD PRETAX	8.05
		MIDWEST PUBLIC RISK	DENTAL	15.41
			OPEN ACCESS	27.65
			OPEN ACCESS	67.87
			HSA	45.08
			HSA	121.59
			HSA	22.62
			VISION	1.60
			VISION	1.37
			VISION	4.40
			VISION	3.95
		HSA BANK	HSA - GRAIN VALLEY, MO	8.21
			HSA - GRAIN VALLEY, MO	62.11
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	73.30
			MISSIONSQUARE 457	60.00
			MISSIONSQUARE ROTH IRA	50.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	486.53
			SOCIAL SECURITY	304.88
			MEDICARE	71.30
			TOTAL:	1,635.04
TRANSPORTATION	TRANSPORTATION	GARY S KLEOPPEL	GARAGE DOOR REPLACEMENTS	2,998.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	602.03
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	42.06
		SAMS CLUB/SYNCHRONY BANK	WATER/BOWLS/BATTERIES/TOIL	11.42
			CREAMER/COFFEE/FORKS/HOT C	7.40
		OFFICE DEPOT	DESK FILE ORGANIZER	6.99
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	29.22
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	15.44
			PW 36084	24.37
			TYER RD	24.97
			PW 59845	37.35
			PW 59845	61.63
		MIDWEST PUBLIC RISK	DENTAL	10.65
			DENTAL	59.10
			OPEN ACCESS	130.95
			OPEN ACCESS	265.34
			HSA	212.12
			HSA	189.97
			HSA	418.41
			HSA	88.02
		HSA BANK	HSA - GRAIN VALLEY, MO	44.40
			HSA - GRAIN VALLEY, MO	114.33
		SC REALTY SERVICES	APR 2023 JANITORIAL SERVI	106.23
		SPIRE	31111 - 405 JAMES ROLLO 20	119.41
			33333 - 624 JAMES ROLLO CT	67.62
			41111 - 711 S MAIN ST 6%	10.58
			81111 - 618 JAMES ROLLO CT	105.32
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	21.42
		COMCAST	APR 2023 FIBER	44.57
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	50.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	304.89

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	71.31
		GREATAMERICA FINANCIAL SERVICES CORP.	20% PW FRONT OFFICE	58.30
		BR CARPET COMPANY	NEW CARPET	<u>397.11</u>
			TOTAL:	6,751.93
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	OZARK READY MIX COMPANY, INC.	Concrete (Bleacher Pads)	1,277.50
			Concrete Pads (Bleachers)	<u>1,277.50</u>
			TOTAL:	2,555.00
NON-DEPARTMENTAL	2022 GO BONDS	HOEFER WELKER LLC	PROFESSIONAL SERVICES	10,326.09
		MCCOWNGORDON CONSTRUCTION LLC	FEB2023:PROJECT#1-07-1803	10,383.50
			MAR2023:PROJECT#1-07-1803	<u>120,281.21</u>
			TOTAL:	140,990.80
NON-DEPARTMENTAL	MKTPL TIF-PR#2	SPE UMB BANK	PROJECT #2 CITY SALES	<u>35,031.95</u>
			TOTAL:	35,031.95
NON-DEPARTMENTAL	MKT PL CID-PR2	SAL UMB BANK	CID/USE	17,396.43
			CID/USE UNCAPTURED	<u>16,874.53</u>
			TOTAL:	34,270.96
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,123.26
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		AFLAC	AFLAC PRETAX	36.25
			AFLAC-W2 DD PRETAX	52.63
		MISCELLANEOUS SPIGELMIRE, TIMOTHY	20-562380-14	65.54
		MIDWEST PUBLIC RISK	DENTAL	95.07
			OPEN ACCESS	110.60
			OPEN ACCESS	365.73
			HSA	380.09
			HSA	646.55
			HSA	112.60
			VISION	6.40
			VISION	13.30
			VISION	26.30
			VISION	24.69
		HSA BANK	HSA - GRAIN VALLEY, MO	62.58
			HSA - GRAIN VALLEY, MO	392.60
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	226.75
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	524.66
			MISSIONSQUARE 457	458.39
			MISSIONSQUARE ROTH IRA	310.04
		INTERNAL REVENUE SERVICE	FEDERAL WH	3,522.79
			SOCIAL SECURITY	2,190.80
			MEDICARE	<u>512.37</u>
			TOTAL:	11,379.99
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	45.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	562.62
			BILL PRINT AND MAIL	88.84
		GARY S KLEOPPEL	GARAGE DOOR REPLACEMENTS	5,996.00
		CITY OF INDEPENDENCE UTILITIES	20218CCF 02/09-03/14	31,407.90
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,162.89
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	145.19
		SAMS CLUB/SYNCHRONY BANK	WATER/BOWLS/BATTERIES/TOIL	22.85
			CREAMER/COFFEE/FORKS/HOT C	32.18

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CREAMER/COFFEE/FORKS/HOT C	14.78
			DUM DUM SUCKERS	8.39
		VANCO SERVICES LLC	MAR 2023 GATEWAY ES20605	73.64
		OFFICE DEPOT	DESK FILE ORGANIZER	14.00
			OFFICE CHAIRS	158.96
			CHAIR RETURN	88.00-
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	100.46
		COMCAST - HIERARCY ACCT	CITY HALL	11.49
			CITY HALL	51.41
			PW 36084	48.74
			TYER RD	49.94
			PW 59845	74.71
			PW 59845	123.25
		TRI-COUNTY WATER AUTHORITY	MAR 2023 TRI COUNTY WATER	38,916.05
			MAR 2023 TRI COUNTY WATER	80,266.59
		MISSOURI ONE CALL SYSTEM INC	MARCH 398 LOCATES	537.30
		MIDWEST PUBLIC RISK	DENTAL	46.22
			DENTAL	182.88
			OPEN ACCESS	261.90
			OPEN ACCESS	727.05
			HSA	894.23
			HSA	902.14
			HSA	1,112.43
			HSA	219.06
		HSA BANK	HSA - GRAIN VALLEY, MO	210.79
			HSA - GRAIN VALLEY, MO	363.81
		SC REALTY SERVICES	APR 2023 JANITORIAL SERVI	212.45
		SPIRE	31111 - 405 JAMES ROLLO 40	238.81
			33333 - 624 JAMES ROLLO CT	84.53
			41111 - 711 S MAIN ST 12%	21.13
			81111 - 618 JAMES ROLLO CT	210.66
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	42.85
		COMCAST	APR 2023 FIBER	89.15
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	100.00
		TYLER TECHNOLOGIES INC	UB TRANS FEES 01/23-03/23	4,092.75
			UB NOTIFICATION CALLS	45.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,096.62
			MEDICARE	256.44
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	116.61
			50% CH COMMUNITY DEV	145.76
			25% CH ADMIN	72.88
			25% CH BILLING	72.88
		BR CARPET COMPANY	NEW CARPET	992.77
			TOTAL:	173,637.58
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	45.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	562.63
			BILL PRINT AND MAIL	88.84
		GARY S KLEOPPEL	GARAGE DOOR REPLACEMENTS	5,996.00
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,162.90
		DIV OF EMPLOYMENT SECURITY	1ST QTR 2023 MOUE	145.19
		SAMS CLUB/SYNCHRONY BANK	WATER/BOWLS/BATTERIES/TOIL	22.85
			CREAMER/COFFEE/FORKS/HOT C	14.78
			DUM DUM SUCKERS	8.39
		VANCO SERVICES LLC	MAR 2023 GATEWAY ES20605	73.64
		OFFICE DEPOT	DESK FILE ORGANIZER	14.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			OFFICE CHAIRS	158.96
			CHAIR RETURN	87.99-
		STANDARD INSURANCE CO	APR 23 STANDARD LIFE INSUR	100.45
		COMCAST - HIERARCY ACCT	CITY HALL	11.49
			CITY HALL	51.41
			PW 36084	48.74
			TYER RD	49.94
			PW 59845	74.71
			PW 59845	123.25
		HOME DEPOT CREDIT SERVICES	PRO SAFETY BLUE/PRO SAFETY	94.32
		MIDWEST PUBLIC RISK	DENTAL	46.20
			DENTAL	181.76
			OPEN ACCESS	261.90
			OPEN ACCESS	702.86
			HSA	894.23
			HSA	902.15
			HSA	1,112.42
			HSA	219.05
		HSA BANK	HSA - GRAIN VALLEY, MO	210.76
			HSA - GRAIN VALLEY, MO	363.82
		SC REALTY SERVICES	APR 2023 JANITORIAL SERVI	212.45
		SPIRE	31111 - 405 JAMES ROLLO 40	238.81
			33333 - 624 JAMES ROLLO CT	84.53
			41111 - 711 S MAIN ST 12%	21.13
			81111 - 618 JAMES ROLLO CT	210.66
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	42.85
		COMCAST	APR 2023 FIBER	89.15
		OAK GROVE RENTAL INC	MANLIFT/SAFETY HARNESS	100.00
		RICHARD TUTTLE	3 NIGHTS HOTEL & GAS FOR T	350.02
		TYLER TECHNOLOGIES INC	UB TRANS FEES 01/23-03/23	4,092.75
			UB NOTIFICATION CALLS	45.60
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,094.12
			MEDICARE	255.89
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	116.61
			50% CH COMMUNITY DEV	145.77
			25% CH ADMIN	72.88
			25% CH BILLING	72.88
		BR CARPET COMPANY	NEW CARPET	992.77



\* REFUND CHECKS \*

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	WATER/SEWER FUND	ESPINOZA, MICHELLE	US REFUNDS	15.54
		BEAL, KENNETH	US REFUNDS	19.11
		A BRIGHT PLUMBING	US REFUNDS	64.22
		MILESTONE AUTO GROUP	US REFUNDS	28.44
		LIGHTFOOT, RAYMOND	US REFUNDS	65.54
		RICHARDSON, SHARON	US REFUNDS	15.54
		HUDSON INVESTMENTS LLC	US REFUNDS	15.54
		REYNOLDS, ANDREW	US REFUNDS	65.54
		LEMONS, JAMES	US REFUNDS	25.46
		LISLE, LARRY D	US REFUNDS	33.67
		JOESHMOES LLC	US REFUNDS	2.92
		BERTRAND, MARK	US REFUNDS	65.54
		COOK, DOUGLAS	US REFUNDS	65.54
		DAARUD, HEATHER	US REFUNDS	65.54
		SHROUT, ALYSSA	US REFUNDS	13.73
		STEVENS, ZACHARY	US REFUNDS	15.54
		BARNEY, TYLER	US REFUNDS	43.85
		MCCALL, THAD	US REFUNDS	55.58
		THOMAS, DONALD R.	US REFUNDS	<u>4.32</u>
			TOTAL:	23,574.68

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

100	GENERAL FUND	103,336.58
200	PARK FUND	17,883.58
210	TRANSPORTATION	8,386.97
280	CAPITAL PROJECTS FUND	2,555.00
291	2022 GO BONDS	140,990.80
302	MKTPL TIF-PR#2 SPEC ALLOC	35,031.95
321	MKT PL CID-PR2 SALES/USE	34,270.96
600	WATER/SEWER FUND	208,592.25
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	GRAND TOTAL:	551,048.09
-----		

SELECTION CRITERIA

-----  
SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY  
VENDOR: All  
CLASSIFICATION: All  
BANK CODE: All  
ITEM DATE: 3/30/2023 THRU 4/14/2023  
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00  
GL POST DATE: 0/00/0000 THRU 99/99/9999  
CHECK DATE: 0/00/0000 THRU 99/99/9999  
-----

PAYROLL SELECTION

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

PRINT OPTIONS

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

PACKET OPTIONS

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

# *Ordinances*

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

<b>MEETING DATE</b>	04/24/2023	
<b>BILL NUMBER</b>	B23-11	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE ACKNOWLEDGING THE CERTIFIED RESULTS OF THE GENERAL ELECTION HELD IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 4, 2023</b>	
<b>REQUESTING DEPARTMENT</b>	Administration	
<b>PRESENTER</b>	Jamie Logan, City Clerk	
<b>FISCAL INFORMATION</b>	Cost as recommended:	Not Applicable
	Budget Line Item:	Not Applicable
	Balance Available:	Not Applicable
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To acknowledge the certified election results for the April 4, 2023 election	
<b>BACKGROUND</b>	The Jackson County Election Board presents each municipality with an official certification of the municipal general election. It is required that each municipality involved in an election certify, by vote, the results of said election.	
<b>SPECIAL NOTES</b>	None	
<b>ANALYSIS</b>	None	
<b>PUBLIC INFORMATION PROCESS</b>	Notice of Election Filing was published in the Examiner newspaper on November 29, 2022 as well as posted on the City's website and notice board.	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	None	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Election Ballot, & Election Results	

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

BILL NO. B23-11

ORDINANCE NO.  
SECOND READING  
FIRST READING

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**AN ORDINANCE ACKNOWLEDGING THE CERTIFIED RESULTS OF THE GENERAL  
ELECTION HELD IN THE CITY OF GRAIN VALLEY, MISSOURI ON APRIL 4, 2023**

**WHEREAS,** the Clerk of the City of Grain Valley has been officially named the Election Official for the City; and

**WHEREAS,** a formal Notice of Election Filing was issued by the Election Official and Ordinance #2402 was passed by the Board of Aldermen calling the General Election on April 4, 2023; and

**WHEREAS,** the Election Authority Certified all election candidates with the Jackson County Board of Election Commissioners on January 24, 2023 and

**WHEREAS,** the City of Grain Valley held a General Election on April 4, 2023.

**NOW THEREFORE, BE IT ORDAINED** by the Board of Aldermen of the City of Grain Valley, Missouri the April 24, 2023 General Election results as follows:

**ALDERMAN: WARD I**

PRECINCT	CANDIDATE	
	<i>Tom Cleaver</i>	<i>Chuck Johnston</i>
SN 38	319	220
Absentee	11	8
<i>Total</i>	<i>330</i>	<i>228</i>

**ALDERMAN: WARD II**

PRECINCT	CANDIDATE	
	<i>Darren Mills</i>	
SN 39	199	
Absentee	13	
<i>Total</i>	<i>212</i>	

**ALDERMAN: WARD III**

PRECINCT	CANDIDATE	
----------	-----------	--

	<i>Brian Bray</i>	
SN 41	490	
Absentee	14	
<i>Total</i>		<i>504</i>

**QUESTION**

**Shall the City of Grain Valley, Missouri, impose a city sales tax of Three Percent (3%) on the sales of adult use marijuana sold at retail?**

	YES	NO	
SN 38	423	134	
SN 39	159	89	
SN 41	490	157	
Absentee	36	13	
<i>Total</i>			<i>393</i>
	<i>1108</i>		

**SECTION 1:** That attached hereto as *Exhibit A* is a full, true and correct copy of the ballot used at said election.

**SECTION 2:** That attached hereto as *Exhibit B* is a full, true and correct copy of the certification of votes cast at said election received from the Jackson County Board of Election Commissioners, that said certification of votes is the final and last certification of votes for said election, and that said certification of votes constitutes the official returns of the election pursuant to Section 115.507(2) of the Comprehensive Election Act, Revised Statutes of Missouri, as amended.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage.

Read two times and PASSED by the Board of Aldermen this 24<sup>th</sup> day of April, 2023, the aye and nay votes being recorded as follows:

ALDERMAN ARNOLD	_____	ALDERMAN BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	ALDERMAN SKINNER	_____

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

Approved as to form:

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

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

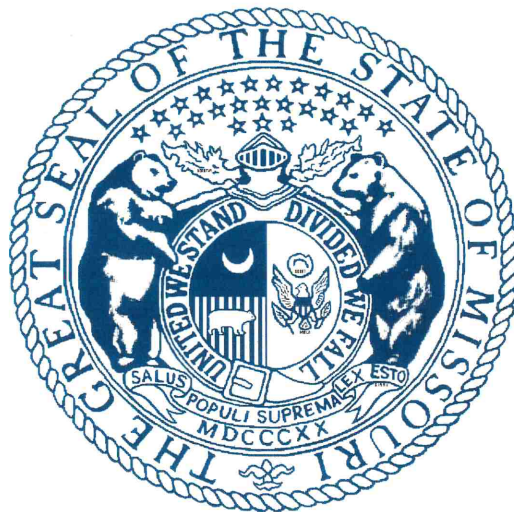
ATTEST:

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

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**OFFICIAL  
CERTIFICATION  
GENERAL MUNICIPAL ELECTION  
CITY OF GRAIN VALLEY  
STATE OF MISSOURI  
County of Jackson**



**Tuesday, April 4, 2023**

**Jackson County Board of Election Commissioners  
215 N. Liberty, P.O. Box 296  
Independence, Missouri 64051**

**Michael K. Whitehead**  
Chairman

**Henry R. Carner**  
Secretary

**Colleen M. Scott**  
Member

**Vacant**  
Member

**Tammy L. Brown**  
Director

**Sara A. Zorich**  
Director



















Statement of Votes Cast  
 JACKSON COUNTY, MISSOURI  
 GENERAL MUNICIPAL ELECTION  
 APRIL 4, 2023  
 ELECTION DAY  
 OFFICIAL

Date: 4/7/2023  
 Time: 2:04:16 PM CDT

	Turnout			GRAIN VALLEY ALDERMAN WARD 1			GRAIN VALLEY ALDERMAN WARD 2			GRAIN VALLEY ALDERMAN WARD 3			
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	TOM CLEAVER	CHUCK JOHNSTON	Reg. Voters	Total Votes	DARREN S. MILLS	Reg. Voters	Total Votes	BRIAN BRAY
SN21													
Normal	1999	203	10.16%	-	-	-	-	-	-	-	-	-	-
Absentee	1999	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	1999	-	-	-	-	-	-	-	-	-	-	-	-
SN22													
Normal	2185	291	13.32%	-	-	-	-	-	-	-	-	-	-
Absentee	2185	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2185	-	-	-	-	-	-	-	-	-	-	-	-
SN24													
Normal	2334	283	12.13%	-	-	-	-	-	-	-	-	-	-
Absentee	2334	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2334	-	-	-	-	-	-	-	-	-	-	-	-
SN29													
Normal	2690	230	8.55%	-	-	-	-	-	-	-	-	-	-
Absentee	2690	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2690	-	-	-	-	-	-	-	-	-	-	-	-
SN 30													
Normal	2412	193	8.00%	-	-	-	-	-	-	-	-	-	-
Absentee	2412	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2412	-	-	-	-	-	-	-	-	-	-	-	-
SN31													
Normal	2318	221	9.53%	-	-	-	-	-	-	-	-	-	-
Absentee	2318	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2318	-	-	-	-	-	-	-	-	-	-	-	-
SN32, 37													
Normal	1199	187	15.60%	-	-	-	-	-	-	-	-	-	-
Absentee	1199	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	1199	-	-	-	-	-	-	-	-	-	-	-	-
SN34, 35, 36													
Normal	655	99	15.11%	-	-	-	-	-	-	-	-	-	-
Absentee	655	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	655	1	0.15%	-	-	-	-	-	-	-	-	-	-
SN38													
Normal	2982	579	19.42%	2922	539	319	59.18%	220	40.82%	-	-	-	-
Absentee	2982	-	-	2922	0	0	-	0	-	-	-	-	-
Provisional	2982	-	-	2922	0	0	-	0	-	-	-	-	-
SN39													
Normal	2206	253	11.47%	-	-	-	-	-	-	199	199	100.00%	-
Absentee	2206	-	-	-	-	-	-	-	-	0	0	-	-
Provisional	2206	-	-	-	-	-	-	-	-	0	0	-	-



Statement of Votes Cast  
 JACKSON COUNTY, MISSOURI  
 GENERAL MUNICIPAL ELECTION  
 APRIL 4, 2023  
 ELECTION DAY  
 OFFICIAL

Date: 4/7/2023  
 Time: 2:04:16 PM CDT

	Turnout			GRAIN VALLEY ALDERMAN WARD 1			GRAIN VALLEY ALDERMAN WARD 2			GRAIN VALLEY ALDERMAN WARD 3			
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	TOM CLEAVER	CHUCK JOHNSTON	Reg. Voters	Total Votes	DARREN S. MILLS	Reg. Voters	Total Votes	BRIAN BRAY
WA04, 05													
Normal	2195	255	11.62%	-	-	-	-	-	-	-	-	-	-
Absentee	2195	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2195	1	0.05%	-	-	-	-	-	-	-	-	-	-
WA 06													
Normal	1604	163	10.16%	-	-	-	-	-	-	-	-	-	-
Absentee	1604	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	1604	-	-	-	-	-	-	-	-	-	-	-	-
WA 07, 08													
Normal	2959	325	10.98%	-	-	-	-	-	-	-	-	-	-
Absentee	2959	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	2959	-	-	-	-	-	-	-	-	-	-	-	-
WA 09													
Normal	1681	94	5.59%	-	-	-	-	-	-	-	-	-	-
Absentee	1681	-	-	-	-	-	-	-	-	-	-	-	-
Provisional	1681	-	-	-	-	-	-	-	-	-	-	-	-
ABSENTEE													
Normal	-	-	-	0	0	0	0	0	0	0	0	0	0
Absentee	-	2327	-	0	19	11 57.89%	8 42.11%	0	13	13 100.00%	0	14	14 100.00%
Provisional	-	-	-	0	0	0	0	0	0	0	0	0	0
Total													
Normal	237383	32295	13.60%	2922	539	319 59.18%	220 40.82%	2196	199	199 100.00%	4035	490	490 100.00%
Absentee	237383	2328	0.98%	2922	19	11 57.89%	8 42.11%	2196	13	13 100.00%	4035	14	14 100.00%
Provisional	237383	17	0.01%	2922	0	0	0	2196	0	0	4035	0	0
Total	237383	34640	14.59%	2922	558	330 59.14%	228 40.86%	2196	212	212 100.00%	4035	504	504 100.00%

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
Jurisdiction Wide				
B101, 02, 03, 09				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B1 04				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B105, 06, 07, 08, B4 01				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B110, 11, B4 02, 03, 04				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B201				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B202, 03, 04				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B2 05, B6 03, 04, 05				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B2 06, 07				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B301				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
B3 02				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B303, 04, 05, 06				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B4 05, 08, 10				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B4 06, 07, 09				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B4 11, B5 05				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B5 01, 02				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B5 03				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B5 04				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B6 01				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B6 02				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
B6 02				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-

Statement of Votes Cast  
 JACKSON COUNTY, MISSOURI  
 GENERAL MUNICIPAL ELECTION  
 APRIL 4, 2023  
 ELECTION DAY  
 OFFICIAL

Date: 4/7/2023  
 Time: 2:04:16 PM CDT

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
B701	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B702	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B7 03	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B704, 05	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B8 01, 02	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B8 04	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
B8 05, 06	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
BR 01, 02	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
BR 03	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
BR 04	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
BR 05, 06				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
BR 07, 08				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
BR09, 10, 11				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
FO02, SN 03, 06				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
FO03, 04, 05, 09				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
FO06, 10				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
FO07, 08				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
PR 01, SN 01, 02				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
PR 02				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
PR 03				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-



CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
PR 05, 06, 43	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 07, 08	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 09	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 10	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 11	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR13, 14	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR15, 16, 17, 62	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 18	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 19	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 20	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
PR 21, 22				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR23				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 24				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR26, 27				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 28				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 29, 32				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR30, 31				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 33, 34				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 37, 38				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 39				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

Statement of Votes Cast  
 JACKSON COUNTY, MISSOURI  
 GENERAL MUNICIPAL ELECTION  
 APRIL 4, 2023  
 ELECTION DAY  
 OFFICIAL

Date: 4/7/2023  
 Time: 2:04:16 PM CDT

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
PR 40, 41, 42	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR44	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 45, 46	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 47, 48	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 49	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR 50	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR51, SN 25	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR52, SN 27	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR53, 54, 55, 57, 59, 60, 63	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
PR56, 61, 64, VB 01, 12, 15	-	-	-	-
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
SN 04				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN05, 09				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN07				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN08				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN 10				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN11, 15				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN12, 13, 14, 16, 26				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN17				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN19, 23				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN 20				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
SN21				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN22				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN24				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN29				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN29				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN 30				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN31				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN32, 37				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN34, 35, 36				
Normal		-	-	-
Absentee		-	-	-
Provisional		-	-	-
SN38				
Normal	2922	557	423	75.94%
Absentee	2922	0	0	0
Provisional	2922	0	0	0
SN39				
Normal	2192	248	159	64.11%
Absentee	2192	0	0	0
Provisional	2192	0	0	0
TOTAL			134	24.06%

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
SN40, 51				
Normal	4	0	0	-
Absentee	4	0	0	-
Provisional	4	0	0	-
SN41				
Normal	4035	647	490	157 24.27%
Absentee	4035	0	0	-
Provisional	4035	0	0	-
SN43, 44, 46, 53				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
SN47, 49, 52				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
VB02, 03, 04, 07, 09, 13				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
VB08, 14				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
VB10, 11, 19				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
VB16, 17, 18				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
WA01, 02				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
WA 03				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-

CITY OF GRAIN VALLEY, QUESTION

	Reg. Voters	Total Votes	YES	NO
WA04_05				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
WA 06				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
WA 07_08				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
WA 09				
Normal	-	-	-	-
Absentee	-	-	-	-
Provisional	-	-	-	-
ABSENTEE				
Normal	0	0	0	0
Absentee	0	49	36	13
Provisional	0	0	0	0
Total	9153	1452	1072	380
Normal			73.83%	26.17%
Absentee	9153	49	36	13
Provisional	9153	0	0	0
Total	9153	1501	1108	393
			73.82%	26.18%

JUDGES INITIALS	

OFFICIAL BALLOT  
 JACKSON COUNTY, MISSOURI  
 GENERAL MUNICIPAL ELECTION  
 APRIL 4, 2023

STYLE: 37

()

INSTRUCTIONS TO VOTERS

Using blue or black ink, completely fill in the box next to the candidate or question response of your choice like this:   
 Fill in the box completely. **DO NOT MARK OUTSIDE OF THE BOX. VOTE BOTH SIDES OF BALLOT, IF APPLICABLE.**

To cast a vote for a write-in, use blue or black ink to fill in the box corresponding to that office. Write in the candidate's name on the write-in line provided. **MUST BE A CERTIFIED WRITE-IN CANDIDATE FOR THE VOTE TO COUNT.**

JACKSON COUNTY, MISSOURI

QUESTION #1

Shall Jackson County, Missouri, be authorized to impose a countywide sales tax of three percent (3%) on all tangible personal property retail sales of adult use, non-medicinal marijuana sold in Jackson County, for the purpose of funding community services and veterans support services through a dedicated special revenue fund, and for other purposes authorized for the expenditure of County general revenues?

- YES  
 NO

CITY OF GRAIN VALLEY, MISSOURI

FOR ALDERMAN WARD 1  
 (Vote for ONE)

- TOM CLEAVER  
 CHUCK JOHNSTON

Write-in \_\_\_\_\_

QUESTION

Shall the City of Grain Valley, Missouri impose a city sales tax of Three Percent (3%) on the sales of adult use marijuana sold at retail?

- YES  
 NO

REORGANIZED SCHOOL DISTRICT NO. 5 OF JACKSON COUNTY, MISSOURI

FOR DIRECTOR  
 (Vote for THREE)

- LANCE POLLARD  
 MICHAEL HACKETT  
 TISHA HOMFELD  
 JANIS (JAN) REDING  
 JEFF COLEMAN  
 JULIE TAYLOR  
 SARAH SWARTZ

Write-in \_\_\_\_\_

Write-in \_\_\_\_\_

Write-in \_\_\_\_\_

QUESTION

Shall the Board of Education of the Grain Valley R-V School District, Missouri, without an estimated increase in the current debt service property tax levy, borrow money in the amount of Thirty-Two Million Dollars (\$32,000,000) for the purpose of providing funds for the site development, construction, equipping, and furnishing a new High School gymnasium/fieldhouse addition; to the extent funds are available, complete upgrades to heating, ventilation, and air conditioning (HVAC) systems, replace roofing, upgrade athletic facilities, and address other repairs and improvements to existing facilities of the District; and issue general obligation bonds for the payment thereof?

If this proposition is approved, the adjusted debt service levy of the School District is estimated to remain unchanged at \$1.7000 per one hundred dollars of assessed valuation of real and personal property.

- YES  
 NO



## Proof of Publication

State of Missouri  
County of Jackson

I, Kathy Malm, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following days:

03/25/2023 & 04/01/2023

Sworn to and subscribed before on 04/03/2023

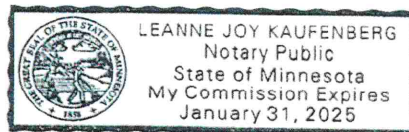
*Kathy Malm*

Kathy Malm - Authorized Agent

*Leanne J. Kaufenberg*

Notary, State of MN, County of Redwood

My Commission Expires Jan. 31, 2025







# Affidavit of Publication

DATE: March 30, 2023

STATE OF MISSOURI      SS  
COUNTY OF JACKSON

Joseph D. Spaar, being duly sworn according to law, states that he is the co-publisher of Focus on Oak Grove, a weekly newspaper located in the city of Oak Grove in Jackson County, Missouri; and that newspaper has been, and now is a newspaper of general circulation in said County; that said newspaper has been and now is admitted to the post office as second class matter in said city of Oak Grove, Missouri; said newspaper has had, and now has, a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that the said notice hereto attached was published in said newspaper once a week for two week(s) as follows:

First Insertion: March 23, 2023

Second Insertion: March 30, 2023

Third Insertion:

Fourth Insertion:

Fifth Insertion:

Sixth Insertion:

  
\_\_\_\_\_  
Joseph D. Spaar, co-publisher

Subscribed and sworn to before me this date of  
March 30, 2023.

Witness my hand and official seal.

  
\_\_\_\_\_  
Donna L. Ehlert, Notary Public

My Commission expires March 7, 2024



**DONNA L. EHLERT**  
My Commission Expires  
March 7, 2024  
Lafayette County  
Commission # 12486640

# NOTICE OF GENERAL MUNICIPAL ELECTION

## SAMPLE BALLOT

STATE OF MISSOURI  
JACKSON COUNTY  
GENERAL MUNICIPAL ELECTION  
TUESDAY, APRIL 4, 2023

THIS NOTICE IS BEING PUBLISHED IN ACCORDANCE WITH MISSOURI REVISED STATUTE 115.127 AND OTHER APPLICABLE STATE STATUTES.

SPECIAL ELECTION  
JACKSON COUNTY, MISSOURI  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE QUALIFIED VOTERS OF JACKSON COUNTY, MISSOURI, THAT THE COUNTY LEGISLATURE HAS CALLED AN ELECTION, PURSUANT TO THE FLOOR SUBSTITUTE DATED JANUARY 24, 2023, FOR ORDINANCE #5710, TO BE HELD IN SAID COUNTY AT THE SPECIAL ELECTION ON TUESDAY, APRIL 4, 2023, BETWEEN THE HOURS OF 6:00 A.M. AND 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### QUESTION # 1

SHALL JACKSON COUNTY, MISSOURI, BE AUTHORIZED TO IMPOSE A COUNTYWIDE SALES TAX OF THREE PERCENT (3%) ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE, NON-MEDICINAL MARIJUANA SOLD IN JACKSON COUNTY, FOR THE PURPOSE OF FUNDING COMMUNITY SERVICES AND VETERANS SUPPORT SERVICES THROUGH A DEDICATED SPECIAL REVENUE FUND, AND FOR OTHER PURPOSES AUTHORIZED FOR THE EXPENDITURE OF COUNTY GENERAL REVENUES?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF BLUE SPRINGS  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF BLUE SPRINGS, MISSOURI, THAT THE CITY COUNCIL OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### COUNCILMEMBER DISTRICT 1 (VOTE FOR ONE)

JERRY KAYLOR  
WRITE-IN

### COUNCILMEMBER DISTRICT 2 (VOTE FOR ONE)

BYRON CRADDLOPH  
KEVIN EDWARDS  
WRITE-IN

### COUNCILMEMBER DISTRICT 3 (VOTE FOR ONE)

RON FOWLER  
JEREMY ROWAN  
WRITE-IN

### QUESTION

SHALL THE CITY OF BLUE SPRINGS IMPOSE AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE NON-MEDICINAL MARIJUANA?

YES NO

SPECIAL ELECTION  
CITY OF BUCKNER  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF BUCKNER, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A SPECIAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

SHALL THE CITY OF BUCKNER, MISSOURI IMPOSE A SALES TAX OF THREE PERCENT (3%) ON ALL RETAIL SALES OF NON-MEDICINAL, ADULT USE MARIJUANA SOLD IN THE CITY OF BUCKNER?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF GRAIN VALLEY  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF GRAIN VALLEY, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### ALDERMAN WARD 1 (VOTE FOR ONE)

TOM CLEAVER  
CHUCK JOHNSTON  
WRITE-IN

### ALDERMAN WARD 2 (VOTE FOR ONE)

DARREN S. MILLS  
WRITE-IN

### ALDERMAN WARD 3 (VOTE FOR ONE)

BRIAN GRAY  
WRITE-IN

### QUESTION

SHALL THE CITY OF GRAIN VALLEY, MISSOURI IMPOSE A CITY SALES TAX OF THREE PERCENT (3%) ON THE SALE OF ADULT USE MARIJUANA

### MUNICIPAL JUDGE (VOTE FOR ONE)

RONALD E. JOHNSON  
WRITE-IN

### QUESTION

SHALL THE CITY OF GRANDVIEW, MISSOURI, IMPOSE A SALES TAX OF THREE PERCENT (3%) ON ALL RETAIL SALES OF NON-MEDICINAL ADULT USE MARIJUANA SOLD IN THE CITY OF GRANDVIEW, MISSOURI?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF GREENWOOD  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF GREENWOOD, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### ALDERMAN WARD 1 (VOTE FOR ONE)

RYAN MURRAY  
WRITE-IN

### ALDERMAN WARD 2 (VOTE FOR ONE)

ANDREW TRACEY  
JOSHUA MICHAEL ARCHAMBAULT  
WRITE-IN

### QUESTION

SHALL THE CITY OF GREENWOOD, MISSOURI IMPOSE AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE TANGIBLE PERSONAL PROPERTY RETAIL SALE OF ADULT USE MARIJUANA?

YES NO

SPECIAL ELECTION  
CITY OF INDEPENDENCE  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF INDEPENDENCE, MISSOURI, THAT THE CITY COUNCIL OF SAID CITY HAS CALLED A SPECIAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### QUESTION

FOR THE PURPOSE OF FUNDING PUBLIC SAFETY FACILITIES AND OPERATIONS, SHALL THE CITY OF INDEPENDENCE, MISSOURI IMPOSE AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE NON-MEDICINAL MARIJUANA?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF LAKE LOTAWANA  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF LAKE LOTAWANA, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### MAYOR (VOTE FOR ONE)

TRACY RASMUSSEN  
SYED M. ASIF  
WRITE-IN

### ALDERMAN WARD I (VOTE FOR ONE)

PATRICIA HALL  
WRITE-IN

### ALDERMAN WARD II (VOTE FOR ONE)

GERALD OGILVIE  
WRITE-IN

### ALDERMAN WARD III (VOTE FOR ONE)

DOUGLAS CARLSON  
WRITE-IN

### CITY COLLECTOR (VOTE FOR ONE)

TRINA COLE  
WRITE-IN

### QUESTION

SHALL THE CITY OF LAKE LOTAWANA, MISSOURI, IMPOSE AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON ALL RETAIL SALES OF ADULT USE MARIJUANA SOLD IN THE CITY OF LAKE LOTAWANA, MISSOURI?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF LAKE TAPAWINGO  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF LAKE TAPAWINGO, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### MAYOR (VOTE FOR ONE)

THOMAS D. RODENBERG  
WRITE-IN

### QUESTION 2

SHALL THE CITY OF LEE'S SUMMIT, MISSOURI, ISSUE ITS GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$98,000,000 FOR TRANSPORTATION PURPOSES, INCLUDING WITHOUT LIMITATION, ACQUIRING LAND AND RIGHTS OF WAY, AND ACQUIRING, CONSTRUCTING, RECONSTRUCTING, REPAIRING AND IMPROVING STREETS, ROADS, BRIDGES AND SIDEWALKS THROUGHOUT THE CITY AND ACQUIRING, CONSTRUCTING, RENOVATING, AND IMPROVING THE AIRPORT?

YES NO

### QUESTION 3

SHALL THE CITY OF LEE'S SUMMIT, MISSOURI, ISSUE ITS GENERAL OBLIGATION BONDS IN THE AMOUNT OF \$14,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RENOVATING, IMPROVING AND EQUIPPING MUNICIPAL BUILDINGS, FACILITIES AND NETWORK/TECHNOLOGY INFRASTRUCTURE AND SYSTEMS INCLUDING RENOVATIONS AND IMPROVEMENTS TO CITY HALL AND MAINTENANCE FACILITIES?

YES NO

### QUESTION 4

SHALL THE CITY OF LEE'S SUMMIT, MISSOURI IMPOSE A CITY SALES TAX OF THREE PERCENT (3%) ON ALL RETAIL SALES OF ADULT USE, NON-MEDICINAL MARIJUANA SOLD IN THE CITY OF LEE'S SUMMIT, MISSOURI?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF LEVASY  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF LEVASY, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### ALDERMAN-AT-LARGE (VOTE FOR TWO)

MICHAEL COLE  
DENNIS ROBBINS  
WRITE-IN

### QUESTION

SHALL LEVASY, MISSOURI BE AUTHORIZED TO ELIMINATE ANNUAL ELECTIONS FOR MEMBERS OF THE CITY COUNCIL IF THE CANDIDATE IS RUNNING UNOPPOSED? IF APPROVED, THIS MEASURE WOULD REMAIN IN EFFECT FOR SIX (6) YEARS AND MAY RESULT IN ANNUAL ELECTION COSTS SAVINGS TO THE CITY OF LEVASY OF APPROXIMATELY \$1,000.00.

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF LONE JACK  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF LONE JACK, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### MAYOR (VOTE FOR ONE)

PHILLIP ANDREAS  
WRITE-IN

### ALDERMAN WARD I (VOTE FOR ONE)

JARED FOX  
MARCIA K. WILSON  
WRITE-IN

### ALDERMAN WARD I (UNEXPIRED TERM) (VOTE FOR ONE)

ZACHARIAH MORENO  
JON HALEY  
WRITE-IN

### ALDERMAN WARD II (VOTE FOR ONE)

CRAIG KREBBS  
WRITE-IN

### QUESTION

SHALL THE CITY OF LONE JACK, MISSOURI IMPOSE A SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE NON-MEDICINAL MARIJUANA?

YES NO

GENERAL MUNICIPAL ELECTION  
CITY OF OAK GROVE  
TUESDAY, APRIL 4, 2023

NOTICE IS HEREBY GIVEN TO THE REGISTERED QUALIFIED VOTERS OF THE CITY OF OAK GROVE, MISSOURI, THAT THE BOARD OF ALDERMEN OF SAID CITY HAS CALLED A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 4, 2023. THE POLLS WILL BE OPEN FROM 6:00 A.M. UNTIL 7:00 P.M. THE OFFICIAL BALLOT WILL BE SUBSTANTIALLY IN THE FOLLOWING FORM:

### ALDERMAN WARD I (VOTE FOR ONE)

RACHEL KILMER  
WRITE-IN

### ALDERMAN WARD II (VOTE FOR ONE)

KELLY NADEAU  
WRITE-IN

### ALDERMAN WARD II (UNEXPIRED TERM) (VOTE FOR ONE)

PAM POPE  
WRITE-IN

LEE'S SUMMIT TRIBUNE PUBLISHING LLC  
AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI  
County of Jackson

I, Linda Ahem being duly sworn, according to law, state that I am the Owner and Publisher of Lee's Summit Tribune Publishing, LLC, a weekly newspaper of general circulation in the County of Jackson, State of Missouri, which newspaper has been admitted to the Post Office as periodical class matter in the City of Lee's Summit, Missouri; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a definite period of time, that this newspaper has complied with the provisions of Section 493.050, R.S. Mo., 2002 as amended, and Section 59.310, R.S. Mo., 2002 as amended.

The affixed notice appeared in said newspaper in the following issue(s): *Jackson County Election*

Date	Volume	No.
<i>3/25/23</i>	<i>20</i>	<i>17</i>
<i>4/1/23</i>	<i>20</i>	<i>18</i>

Signed: *Linda Ahem*

NOTARY PUBLIC

Subscribed and  
sworn before me the

*11<sup>th</sup>* day of *April*, 20*23*

*Daneen Thurman*

DANEEN A. THURMAN  
Notary Public - Notary Seal  
Jackson County - State of Missouri  
Commission Number 12471428  
Commission Expires Apr 11, 2024











MICHAEL K. WHITEHEAD, CHAIRMAN  
HENRY R. CARNER, SECRETARY  
COLLEEN M. SCOTT, MEMBER  
VACANT, MEMBER  
TAMMY L. BROWN, DIRECTOR  
SARA A. ZORICH, DIRECTOR



215 NORTH LIBERTY  
POST OFFICE BOX 296  
INDEPENDENCE, MISSOURI 64051  
(816) 325-4600  
FAX (816) 325-4609  
<https://jcebmo.org>

OFFICIAL CERTIFICATION FOR APRIL 4, 2023  
GENERAL MUNICIPAL ELECTION

STATE OF MISSOURI )  
                                ) ss.  
COUNTY OF JACKSON )

OFFICIAL ELECTION CERTIFICATION

We, the Jackson County Board of Election Commissioners, hereby certify that the foregoing is a true, correct, and complete return of all votes counted in the General Municipal Election for April 4, 2023. IN TESTIMONY THEREOF, we hereunto set our hand and affixed the seal of said Board at its office in Independence, Missouri, this 11<sup>th</sup> day of April 2023.

Michael K. Whitehead  
Chairman

Henry R. Carner  
Secretary

Colleen M. Scott  
Member

INTENTIONALLY LEFT BLANK

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

<b>MEETING DATE</b>	04/24/2023	
<b>BILL NUMBER</b>	B23-12	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, AMENDING CHAPTER 215 OFFENSES TO ADD A NEW SECTION 215.165 RELATING TO ABUSE OF A CHILD</b>	
<b>REQUESTING DEPARTMENT</b>	Police	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available:	\$0.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To amend chapter 215 Offenses to add a new section relating to abuse of a child	
<b>BACKGROUND</b>	The prosecutor recommended an update to the code to include abuse of a child. It was recognized as an item the City should include in the code to accurately and best describe a crime committed. Previously, other parts of code were used to address this crime and were less descriptive.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	

**REFERENCE DOCUMENTS  
ATTACHED**

Ordinance

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

BILL NO. B23-12

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI, AMENDING CHAPTER 215 OFFENSES TO ADD A NEW SECTION 215.165  
RELATING TO ABUSE OF A CHILD**

**WHEREAS**, the City of Grain Valley, Missouri, imposes by ordinance the municipal offense of abuse of a child; and

**WHEREAS**, the City of Grain Valley’s Board of Aldermen and Police Department have recognized that to protect the community’s health, safety, morals, and/or general welfare, such ordinance is required.

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

**SECTION 1.** The City Code is hereby amended by the addition of a new Section 215.165 which shall hereafter read as follows:

(a) *Definitions.* As used in this section the following terms mean:

*Abuse* is the intentional infliction of physical, sexual, or mental injury against a child by any person eighteen (18) years of age or older. For purposes of this Section, abuse shall not include injury inflicted on a child by accidental means by a person with care, custody, or control of the child, or discipline of a child by a person with care, custody, or control of the child, including spanking, in a reasonable manner.

*Child* is any person under the age of eighteen (18).

*Mental Injury* is an injury to the intellectual or psychological capacity or the emotional condition of a child as evidenced by an observable and substantial impairment of the ability of the child to function within their normal range of performance or behavior.

*Neglect* is the failure to provide, by those responsible for the care, custody, and control of a child under the age of eighteen (18) years, the care reasonable and necessary to maintain the physical and mental health of the child, when such failure presents a substantial probability that death or physical injury or sexual injury would result.

*Physical Injury* is physical pain, illness, or any impairment of physical condition, including but not limited to bruising, lacerations, hematomas, welts, or permanent or temporary disfigurement and impairment of any bodily function or organ.

(b) A person commits the violation of abuse of a child if such person knowingly causes a child:

(1) To suffer physical or mental injury as a result of abuse or neglect; or

(2) To be placed in a situation in which the child may suffer physical or mental injury as the result of abuse or neglect.

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 BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	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



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

<b>MEETING DATE</b>	04/24/2023	
<b>BILL NUMBER</b>	B22-13	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE REPEALING SECTION 215.357 OF THE MUNICIPAL CODE-ENDANGERING THE WELFARE OF A CHILD OF THE CITY CODE OF ORDINANCES</b>	
<b>REQUESTING DEPARTMENT</b>	POLICE	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<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 update the municipal code by removing duplicative sections.	
<b>BACKGROUND</b>	After reviewing the municipal code with the city attorneys, it was determined that Section 215.357 had language that is duplicative of section 215.155 Endangering the Welfare of a Child.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Ordinance, Section 215.357	

**CITY OF  
GRAIN VALLEY**

**STATE OF  
MISSOURI**

BILL NO. B23-13

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AN ORDINANCE REPEALING SECTION 215.357 OF THE MUNICIPAL CODE-  
ENDANGERING THE WELFARE OF A CHILD OF THE CITY CODE OF ORDINANCES**

**WHEREAS**, the City of Grain Valley City Code contains duplicate Sections for the violation of Endangering the Welfare of a Child in Section 215.155 and Section 215.357; and

**WHEREAS**, Section 215.155 and Section 215.357 of the City Code contain the exact same verbiage; and

**WHEREAS**, the City of Grain Valley’s Board of Aldermen have determined it is not necessary to keep duplicate Sections of this violation in the City Code.

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

**SECTION 1.** The City Code is hereby amended by repealing Section 215.357 Endangering the Welfare of a Child.

**SECTION 2.** This ordinance shall be in full force and effect from and after its passage and approval.

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

**SECTION 1:**

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 BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	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

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Select Language ▼

City of Grain Valley, MO  
Wednesday, April 19, 2023

## Chapter 215. Offenses

### Article IX. Offenses Against The Person

#### Section 215.357. Endangering The Welfare Of A Child.

- A. A person commits the offense of endangering the welfare of a child if he/she:
1. With criminal negligence acts in a manner that creates a substantial risk to the life, body or health of a child less than seventeen (17) years old; or
  2. Knowingly encourages, aids or causes a child less than seventeen (17) years of age to engage in any conduct which causes or tends to cause the child to come within the provisions of Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  3. Being a parent, guardian or other person legally charged with the care or custody of a child less than seventeen (17) years of age, recklessly fails or refuses to exercise reasonable diligence in the care or control of such child to prevent him/her from coming within the provisions of Paragraph (c) of Subdivision (1) of Subsection (1) or Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  4. Knowingly encourages, aids or causes a child less than seventeen (17) years of age to enter into any room, building or other structure which is a public nuisance as defined in Section 579.105, RSMo.
- B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he/she is being provided non-medical remedial treatment recognized and permitted under the laws of this State.

[1] *Note: Under certain circumstances this offense can be a felony under state law.*



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

<b>MEETING DATE</b>	04/24/2023	
<b>BILL NUMBER</b>	B23-14	
<b>AGENDA TITLE</b>	<b>AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI, AMENDING CHAPTER 215 OFFENSES TO ADD A NEW SECTION 215.165 RELATING TO ABUSE OF A CHILD</b>	
<b>REQUESTING DEPARTMENT</b>	Police	
<b>PRESENTER</b>	Ed Turner, Chief of Police	
<b>FISCAL INFORMATION</b>	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available:	\$0.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	To amend chapter 215 Offenses to comply with age updates enacted by the State of Missouri	
<b>BACKGROUND</b>	The State of Missouri enacted changes to the law in 2021 updating the age from 17 to 18 of when a child is considered an adult. It is necessary to amend the City of Grain Valley's code to reflect the state law updates.	
<b>SPECIAL NOTES</b>	N/A	
<b>ANALYSIS</b>	N/A	
<b>PUBLIC INFORMATION PROCESS</b>	N/A	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A	
<b>DEPARTMENT RECOMMENDATION</b>	Staff Recommends Approval	

**REFERENCE DOCUMENTS  
ATTACHED**

Ordinance



CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

BILL NO. B23-14

ORDINANCE NO.  
SECOND READING  
FIRST READING

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI, AMENDING CHAPTER 215 OF THE CODE OF ORDINANCES TO COMPLY  
WITH AGE UPDATES ENACTED BY THE STATE OF MISSOURI**

**WHEREAS**, the State of Missouri passed legislation in 2021 changing the age from 17 to 18 for which a child is considered an adult; and

**WHEREAS**, the City of Grain Valley's Board of Aldermen and Police Department have recognized that under current Missouri legislation, a child is not considered an adult until the age of 18; and

**WHEREAS**, the City of Grain Valley's Board of Aldermen have determined it's appropriate and necessary to amend Chapter 215 of the City's Code of Ordinances in order to comply with Missouri law.

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

**SECTION 1.** The City Code is hereby amended by repealing the following sections of Chapter 215 of the City Code and enacting new sections to comply with Missouri law:

Section 215.070. Glue Sniffing;  
Section 215.145. Unlawful Transactions With A Child;  
Section 215.155. Endangering The Welfare Of A Child;  
Section 215.210. Mistake As To Age — Consent Not A Defense, When;  
Section 215.355. Defenses To Kidnapping;  
Section 215.357. Endangering The Welfare Of A Child; and  
Section 215.425. Regulation Of Laser Pointers.

**Section 215.070. Glue Sniffing. [R.O. 1996 § 215.070; Ord. No. 836 § 16-52, 2-8-1993; Ord. No. 2475, 9-9-2019]**

- A. As used in this Section, the term "model glue" shall mean any glue or cement of the type commonly used in the building of model airplanes, boats, and automobiles, containing toluene, acetone, or other solvent or chemical having the property of releasing toxic vapors.
- B. No person shall, for the purpose of causing a condition of intoxication, euphoria, excitement, exhilaration, stupefaction, or dulling of the senses or nervous system, intentionally smell or inhale the fumes from any model glue; provided, however, that this Section shall not apply to the inhalation of any anesthesia for medical or dental purposes.

- C. No person shall for the purpose of violating or aiding another to violate any provision of this Section intentionally possess, buy, sell, transfer possession, or receive possession of, any model glue.
- D. Except as provided in Subsection (D)(2) hereof and also Subsection (E), no person under eighteen (18) years of age shall possess or buy any model glue.
  - 1. Except as provided in Subsection (D)(2) hereof and also Subsection (E), no person shall sell or transfer possession of any model glue to another person under eighteen (18) years of age.
  - 2. Provided, however, a person may sell or transfer possession of model glue to a person under eighteen (18) years of age for model building or other lawful use where such minor has in his/her possession and exhibits the written consent of his/her parent or guardian.
- E. A person making a sale or transfer of possession of model glue to a person under eighteen (18) years of age who exhibits the written consent of his/her parent or guardian, shall record the name, address, sex, and age of the minor and the name and address of the consenting parent or guardian. All data required by this Subsection shall be kept in a permanent-type register available for inspection by the City Health Officer, Chief of Police, and other appropriate official for a period of at least one (1) year.
  - 1. All model glue as herein defined shall be kept in a place within the business establishment in such a manner that the same shall not be obtainable without the personal dispensing by the store owner or his/her agents, servants and employees.
  - 2. Any person other than a minor violating the provisions of this Section shall be deemed guilty of an ordinance violation. Persons not having obtained the age of eighteen (18) violating any of the provisions of this Section shall be dealt with in accordance with juvenile laws and procedures of the State.

**Section 215.145. Unlawful Transactions With A Child.**

A person commits the offense of unlawful transactions with a child if, being a pawnbroker, junk dealer, dealer in secondhand goods, or any employee of such person, he/she, with criminal negligence, buys or receives any personal property other than agricultural products from an unemancipated minor, unless the child's custodial parent or guardian has consented in writing to the transaction; or he/she knowingly permits a minor child to enter or remain in a place where illegal activity in controlled substances, as defined in Chapter 579, RSMo., is maintained or conducted; or he/she with criminal negligence sells blasting caps, bulk gun powder, or explosives to a child under the age of eighteen (18), or fireworks as defined in Section 320.106, RSMo., to a child under the age of fourteen (14), unless the child's custodial parent or guardian has consented in writing to the transaction. Criminal negligence as to the age of the child is not an element to this offense.

**Section 215.155. Endangering The Welfare Of A Child.**

- A. A person commits the offense of endangering the welfare of a child if he/she:
  - 1. With criminal negligence acts in a manner that creates a substantial risk to the life, body or health of a child less than eighteen (18) years old; or

2. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to engage in any conduct which causes or tends to cause the child to come within the provisions of Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  3. Being a parent, guardian or other person legally charged with the care or custody of a child less than eighteen (18) years of age, recklessly fails or refuses to exercise reasonable diligence in the care or control of such child to prevent him/her from coming within the provisions of Paragraph (c) of Subdivision (1) of Subsection (1) or Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  4. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to enter into any room, building or other structure which is a public nuisance as defined in Section 579.105, RSMo.
- B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he/she is being provided non-medical remedial treatment recognized and permitted under the laws of this State.

**Section 215.210. Mistake As To Age — Consent Not A Defense, When.**

- A. Whenever in this Chapter or Chapter 566, RSMo., the criminality of conduct depends upon a child being less than fourteen (14) years of age, it is no defense that the defendant believed the child to be older.
- B. Whenever in this Chapter or Chapter 566, RSMo., the criminality of conduct depends upon a child being less than eighteen (18) years of age, it is an affirmative defense that the defendant reasonably believed that the child was eighteen (18) years of age or older.
- C. Consent is not a defense to any offense under this Chapter or Chapter 566, RSMo., if the alleged victim is less than fourteen (14) years of age.

**Section 215.355. Defenses To Kidnapping.**

- A. A person does not commit the offense of kidnapping under Section 215.345 if the person restrained is a child less than eighteen (18) years of age and:
  1. A parent, guardian or other person responsible for the general supervision of the child's welfare has consented to the restraint; or
  2. The person is a relative of the child; and
    - a. The person's sole purpose is to assume control of the child; and
    - b. The child is not taken out of the State of Missouri.
- B. For the purpose of this Section, "relative" means a parent or stepparent, ancestor, sibling, uncle or aunt, including an adoptive relative of the same degree through marriage or adoption.
- C. The defendant shall have the burden of injecting the issue of a defense under this Section.

**Section 215.357. Endangering The Welfare Of A Child.**

- A. A person commits the offense of endangering the welfare of a child if he/she:

1. With criminal negligence acts in a manner that creates a substantial risk to the life, body or health of a child less than eighteen (18) years old; or
  2. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to engage in any conduct which causes or tends to cause the child to come within the provisions of Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
  3. Being a parent, guardian or other person legally charged with the care or custody of a child less than eighteen (18) years of age, recklessly fails or refuses to exercise reasonable diligence in the care or control of such child to prevent him/her from coming within the provisions of Paragraph (c) of Subdivision (1) of Subsection (1) or Paragraph (d) of Subdivision (2) of Subsection (1) or Subdivision (3) of Subsection (1) of Section 211.031, RSMo.; or
    4. Knowingly encourages, aids or causes a child less than eighteen (18) years of age to enter into any room, building or other structure which is a public nuisance as defined in Section 579.105, RSMo.
- B. Nothing in this Section shall be construed to mean the welfare of a child is endangered for the sole reason that he/she is being provided non-medical remedial treatment recognized and permitted under the laws of this State.

#### **Section 215.425. Regulation Of Laser Pointers.**

##### **A. Generally.**

1. **Possession By Minors Prohibited.** It shall be unlawful for any person under the age of eighteen (18) to possess a laser pointer except in the residence of that person. All laser pointers in the possession of a minor are deemed contraband, subject to seizure by any duly authorized Peace Officer with or without process or warrant and shall be subject to forfeiture.
  2. **Affirmative Defense.** It shall be a defense to Subsection (A)(1) where the laser pointer would have been or was used for a valid school approved or employment purpose and under the direct supervision of a school staff person, instructor, employer, parent, guardian or other responsible adult.
  3. **Penalty.** Upon conviction thereof, any person violating this Section shall be subject to the penalties set forth in Section 100.110 (General Penalty).
- B. **Illumination Of Persons Prohibited.** It shall be unlawful for any person to use a laser pointer in such a manner that the laser beam illuminates on any other person lending to reasonable anger, alarm, arouse or cause resentment in that other person.
- C. **Illumination Of Vehicle Operators Prohibited.** It shall be unlawful for any person to use a laser pointer in such a manner that the laser beam illuminates the operator of a motor vehicle.
- D. **Illumination Of Uniformed Officers Prohibited.**
1. It shall be unlawful for any person to use a laser pointer in such a manner that the laser beam illuminates a uniformed Police Officer, uniformed security guard, uniformed school safety officer, uniformed firefighter, uniformed ambulance worker, uniformed public safety officer, uniformed animal control officer, uniformed parking control member or the marked service vehicle of any of the above listed persons.

2. For purposes of Subsection (A), "laser pointer" is any device which emits light amplified by the stimulated emission of radiation that is visible to the human eye and designed to be used as a pointer or highlighted to indicate, mark or identify a specific position or place, including but not limited to Class 2 lasers, Class 3a and 3b lasers, and Class 4 lasers.
3. Penalty. Any violation of the above provisions shall be punishable in accordance with Section 100.110 of the Code of the City of Grain Valley.

**SECTION 2.** This ordinance shall be in full force and effect from and after its passage and approval.

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 BRAY	_____
ALDERMAN CLEAVER	_____	ALDERMAN KNOX	_____
ALDERMAN MILLS	_____	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

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# *Resolutions*

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

<b>MEETING DATE</b>	04/24/2023	
<b>BILL NUMBER</b>	R23-34	
<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 CRAWFORD MURPHY AND TILLY, INC. FOR PROFESSIONAL ENGINEERING SERVICES</b>	
<b>REQUESTING DEPARTMENT</b>	COMMUNITY DEVELOPMENT	
<b>PRESENTER</b>	Mark Trosen, Director of Community Development	
<b>FISCAL INFORMATION</b>	Cost as recommended:	On-Call Service that will vary with each Task Order
	Budget Line Item:	Multiple
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	To provide on-call engineering/consulting services for the City of Grain Valley on projects as required	
<b>BACKGROUND</b>	The City's previous on-call engineering/consultant services agreement has expired. The City issued an RFQ for these services and wishes to bring on a firm to handle any engineering projects that may arise from time to time.	
<b>SPECIAL NOTES</b>	None	

<p><b>ANALYSIS</b></p>	<p>The City issued a request for qualifications (RFQ) for on-call professional engineering services and received seven responses. The responding firms were Crawford, Murphy &amp; Tilly, Inc. (CMT), Great River Associates, Inc., HG Consult, Inc., Lamp Rynearson, Inc., Powell CWM, Inc, Veenstra &amp; Kim, Inc., and Wallace Design Collective. Those responses were evaluated and ranked by staff. From the responses, two firms were chosen to be interviewed. Those firms were CMT and Veenstra &amp; Kim. After the firms made presentations to staff and answered questions, the firms were again rated and CMT came out as the top firm. Factors that were thought about in selecting CMT were experience with similar projects, references and ability to meet all of the City's on-call needs. Staff reached out to get proposed fees, which were evaluated based on current and previous contracts and were in line with fees paid in the past.</p>
<p><b>PUBLIC INFORMATION PROCESS</b></p>	<p>The RFQ was advertised in the Examiner and on the City website. A pre-submission meeting was also held to answer questions from potential proposers.</p>
<p><b>BOARD OR COMMISSION RECOMMENDATION</b></p>	<p>N/A</p>
<p><b>DEPARTMENT RECOMMENDATION</b></p>	<p>Staff Recommends Approval</p>
<p><b>REFERENCE DOCUMENTS ATTACHED</b></p>	<p>Resolution &amp; Agreement</p>

CITY OF  
GRAIN VALLEY

STATE OF  
MISSOURI

*April 24, 2023*

RESOLUTION NUMBER  
R23-34

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,  
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT  
WITH CRAWFORD MURPHY AND TILLY, INC. FOR PROFESSIONAL ENGINEERING  
SERVICES**

**WHEREAS,** the Board of Aldermen of the City of Grain Valley, Missouri must approve all contracts; and

**WHEREAS,** the most recent on-call engineering services contract has expired; and

**WHEREAS,** staff has determined that Crawford, Murphy and Tilly, Inc. meets the needs of the community and will provide quality engineering services for the City of Grain Valley; and

**WHEREAS,** the Board of Alderman has reviewed this recommendation and finds it in the best interest 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 hereby authorized to enter into an agreement for professional engineering services with Crawford, Murphy and Tilly, Inc.

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

---

Mike Todd  
Mayor

ATTEST:

---

Jamie Logan  
City Clerk

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**AGREEMENT FOR ON CALL PROFESSIONAL ENGINEERING SERVICES  
(RFQ NO. 22-09)**

**THIS AGREEMENT** made and entered into by and between the City of Grain Valley, Missouri (hereinafter “City”), and Crawford, Murphy and Tilly, Inc. (a consultant with offices at 1627 Main Street, Suite 600, Kansas City, MO 64108) (hereinafter “Engineer”).

**WITNESSETH:**

**WHEREAS**, City intends to have engineering services for On Call Professional Engineering Services (hereinafter “Project”); and

**WHEREAS**, Engineer has submitted a proposal for the Project and an estimate of engineering costs to perform the Project; and

**WHEREAS**, the City Administrator is authorized and empowered by City to execute contracts providing for professional engineering services; and

**WHEREAS**, City desires to enter into an agreement with Engineer to perform the Project; and

**WHEREAS**, Engineer represents that the firm is equipped, competent, and able to undertake such an assignment.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto as follows:

**ARTICLE I SCOPE OF BASIC SERVICES TO BE PROVIDED BY ENGINEER**

Engineer shall provide the following professional engineering services to City (“Basic Services”):

***See Exhibit A***

**ARTICLE II SCOPE OF SERVICES TO BE PROVIDED BY CITY**

City shall provide the following services to Engineer:

- A. Make available to Engineer on request with reasonable notice, all existing records, maps, plans and other data possessed by the City when such are necessary, advisable or helpful to the Engineer in the prosecution of its work under this AGREEMENT.

- B. Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Engineer under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the Engineer's services for the Project. In the absence of any such designation, or until such designation is made by City, its City Administrator shall serve as the designated representative.

### **ARTICLE III PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer for Basic Services according to the following provisions:

- A. The cost of all Basic Services covered under Article I shall be billed hourly at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Expenses incurred to provide the Basic Services shall be billed as set forth in Exhibit B.
- B. City will make payment monthly for Basic Services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City. All invoices shall contain the following information:
  - 1. Project Name/Task Name/Description of Agreement.
  - 2. Invoice Number and Date.
  - 3. Itemized statement for the previous month of Labor (including Personnel Description, Title or classification for each person on the Project, Hours Worked, Hourly Rate, and Amount), Itemized Reimbursable Expenses, and Invoice Total.
  - 4. Description of monthly progress detailing the amount of the services completed to date and projected completion time.
  - 5. Project Billing Summary containing the Contract or Agreed Maximum Fee Amount, Cumulative Amount Previously Billed, Billing Amount this Invoice, Contract or Agreed Amount Remaining, and Percent of Maximum Fee Billed to Date.
  - 6. Cost Invoices must be categorized by Phase.

### **ARTICLE IV COMPLETION TIME**

The Basic Services shall be completed in accordance with the following schedule:

***All services shall be completed within the times established in authorized task order schedules***

The City Administrator may, with the mutual consent of the parties, amend the deadlines contained in this Article by written authorization upon a showing of cause for amendment by Engineer.

## **ARTICLE V INSURANCE**

- A. **CERTIFICATE OF INSURANCE:** The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Engineer's contract price.
  
- B. **NOTICE OF CLAIM:** The Engineer shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Engineer 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 Engineer'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 Engineer shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.
  
- C. **INDUSTRY RATING:** The City will only accept coverage from an insurance carrier who offers proof that it is licensed to do business in the State of Missouri; carries a Best's policyholder rating of "A" or better; carries at least a Class VII financial rating or is a company mutually agreed upon by the City and the Engineer.
  
- D. **SUB-CONSULTANT'S INSURANCE:** If any part of the contract is to be sublet, the Engineer shall either:
  - 1. Cover all sub-consultants in the Engineer's liability insurance policy or,
  - 2. Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein.
  
- E. **SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Engineer that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided to the City. Such amounts shall be the sole responsibility of the

Engineer. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Engineer for such assumed limits.

F. PROFESSIONAL LIABILITY: Professional Liability, or Errors and Omissions Insurance protection must be carried by Engineer in the minimum amount of \$1,000,000.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Grain Valley, Missouri

H. AUTOMOBILE LIABILITY: Policy shall protect the Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. Any Auto
2. or all Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	\$500,000
City of Grain Valley, Missouri does NOT need to be named as additional insured on Automobile Liability	

I. WORKERS' COMPENSATION: This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident



Bodily Injury by Disease:  
Bodily Injury by Disease:

\$500,000 Policy Limit  
\$100,000 Each Employee

**J. GENERAL INSURANCE PROVISIONS**

1. The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability on the Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program will be primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
4. Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
5. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
6. When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

**ARTICLE VI MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article III shall vest in City title to all of the Engineer's instruments of professional service, including all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's risk and without liability or exposure to

Engineer, and City shall indemnify and hold harmless, to the extent allowed by the Constitution and Laws of the State of Missouri, Engineer from all claims, damages, losses, expenses, including attorneys' fees arising out of or resulting therefrom.

- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement describing the changes in the services to be provided by Engineer and City, providing for compensation for any additional services to be performed by Engineer, and providing completion times for said services.
- D. **EMERGENCY CHANGES IN SERVICES:** The City Administrator is authorized to execute on behalf of the City modification agreements as provided for in subsection C. above where there is an emergency and the overall compensation authorized in Article IV above, and any supplements or modifications thereto, is not increased. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the City as determined by the City Administrator.

In the event an emergency change in services is authorized by the City Administrator pursuant to this provision, the modification agreement shall be submitted to the City Council for ratification at its next available meeting.

- E. **TERMINATION:** In the event of termination by City, if there are any services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of the City until said services are completed and accepted.
1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and

Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.

- F. **COMPLIANCE WITH LAWS:** Engineer shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- G. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.
- H. **CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES:** Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- I. **ENGINEER'S ENDORSEMENT:** Engineer shall seal all plans, specifications, estimates, documents, and engineering data as required by the licensing laws of the State of Missouri.
- J. **INSPECTION OF DOCUMENTS:** Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- K. **INDEMNIFICATION AND HOLD HARMLESS:** Engineer shall indemnify and hold harmless City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against judgments, damages, losses, expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Engineer, or its employees, or subcontractors, in the performance of Engineer's duties under this Agreement, or any supplements or amendments thereto.
- L. **LIMITATION OF LIABILITY:** In no event will City be liable to Engineer for indirect or consequential damages, and in no event will City's liability under this Agreement exceed the amount to be paid to Engineer pursuant to Article IV of this Agreement.

- M. PROFESSIONAL RESPONSIBILITY: Engineer will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Engineer's failure to comply with above standard, and that are reported to Engineer within one year from the completion of Engineer's services for each individual project performed pursuant to this Agreement.
- N. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- O. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- P. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- Q. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor's(s') methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer's experience and qualifications and represents Engineer's best judgment as a professional engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- R. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- S. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- T. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- U. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the

reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

V. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

W. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

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

and notices to Engineer shall be addressed to:

Julie Jenson, P.E.  
Office Manager  
1627 Main Street, Suite 600  
Kansas City, MO 64108

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

X. TERM: The term of this agreement shall be for two (2) years, with up to one (1) two (2) year extension. Approximately 30 days prior to the end of each one (1) year period,

a meeting will be held between Crawford, Murphy & Tilly, Inc. (CMT) and the CITY of Grain Valley staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting Crawford, Murphy & Tilly's most current Hourly Rate Schedule.

**ARTICLE VII ALL OTHER TERMS REMAIN IN EFFECT**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_\_\_ day of April 2023.

**CITY OF GRAIN VALLEY, MISSOURI**

\_\_\_\_\_  
Kenneth Murphy, City Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Crawford, Murphy and Tilly, INC.**

  
\_\_\_\_\_

BY: Julie Jenson

TITLE: Office Manager

ATTEST:

\_\_\_\_\_

## **EXHIBIT A – SERVICES TO BE PROVIDED BY THE ENGINEER**

After the City issues a notice to proceed, the Engineer shall proceed with the following services.

- a. Consult with City Officials and staff.
- b. Attend Board of Alderman Meetings, Planning and Zoning Commission Meetings, Workshops, Park Board Meetings, and other meetings as requested by the City. Accompany City Staff to Mid-America Regional Council (MARC) or Missouri Department of Transportation MoDOT meetings when requested by City Staff.
- c. Provide preliminary or final engineering design for projects as determined by the City.
- d. Perform engineering and planning reviews of site plans, studies, reports, construction drawings, plats, legal descriptions, technical specifications, and contracts submitted for City approval for municipal or private projects.
- e. Perform engineering studies and provide traffic engineering services, including but not limited to intersection capacity analyses, pedestrian crossing studies, intersection control studies, localized drainage studies, sanitary sewer studies, water distribution and storage studies, in-field review of streets, sidewalks, drainage structures, or other street appurtenances.
- f. Perform sanitary sewer evaluation and design, roadway design, bicycle and pedestrian facilities design, water main construction and storage design, structural

design, and provide preliminary and final engineering construction documents and an engineer's opinion of probable construction costs.

- g. Assist in the development of applications for Federal, State, MARC, County and other funding opportunities.
- h. Develop and/or review annual roadway maintenance practices and provide guidance for recommended methods of roadway repairs and asset management.
- i. Develop updates to design standards, technical specifications, and contract documents.
- j. Perform public infrastructure inspection and building inspection services to supplement City inspection, for municipal or private projects.
- k. Perform surveys for City design projects or Engineer design projects, provide boundary surveys, provide research for plats, section corner report forms, ownership, easements, and right-of-way, prepare legal descriptions and exhibits, and provide construction staking on projects when deemed necessary.
- l. Provide landscape architectural services and designs and reviews.
- m. Other miscellaneous consulting engineering services, as mutually agreed upon by the City and Engineer, which may include Computer Aided Drafting (CAD), materials testing and assistance with grant applications and administration.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the City desires other design services for significant projects, the Engineer shall, upon written authorization by the City, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2023

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

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

PRODUCER Holmes Murphy & Associates - IL  6035 N. Knoxville Suite 103A Peoria, IL 61614	1-800-527-9049	CONTACT NAME: Audrey McNeill PHONE (A/C, No. Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com	FAX (A/C, No): 866-501-3945
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMPLOYERS MUT CAS CO	NAIC # 21415
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: COLONY INS CO	39993
		INSURER D: XL SPECIALTY INS CO	37885
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 68427849

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sev of Int  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D57480	01/01/23	01/01/24	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Valuable Papers	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5E57480	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J57480	01/01/23	01/01/24	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			5M57480 (FL) 5H57480 6JUB6R19963 (IL) 5T57480 (NJ)	01/01/23 01/01/23 01/01/23 01/01/23	01/01/24 01/01/24 01/01/24 01/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution Liability			CSP4223613	01/01/23	01/01/24	Claim / Aggregate	2,000,000
D	Professional Liability			DPR5006413	01/01/23	01/01/24	Each Claim	5,000,000
	Each Claim						Aggregate	7,000,000

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

CITY OF GRAIN VALLEY, MO IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.  
A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.  
CONTRACTUAL LIABILITY APPLIES TO THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT WITH THE INSURED, PER POLICY TERMS AND CONDITIONS.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF GRAIN VALLEY, MO  711 N. MAIN STREET  GRAIN VALLEY, MO 64029  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Paula A. Skon</i>
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ACORD 25 (2016/03)

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AR070002  
68427849

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. “Bodily injury” or “property damage” occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

SAMPLE

CRAWFORD, MURPHY & TILLY, INC.

CONTRACT ATTACHMENT - EXHIBIT A - 2023 PROFESSIONAL SERVICES COST ESTIMATE

CITY OF GRAIN VALLEY, MISSOURI

CLIENT

TBD

PROJECT NAME

22005100

CMT JOB NO.

Prep By	
DATE	03/16/23

Approved by	
DATE	03/16/23

TASK NO.	TASKS   CLASSIFICATIONS															MAN HOURS & LABOR SUMMARY																																		
	Principal	Proj Mgr II	Proj Eng II	Proj Arch II	Proj Mgr I	Proj Envr	Proj Envr	Structural	Sr. Architect II	Sr. Structural Eng II	Sr. Technician II	Aerial Mapping Specialist	Sr. Structural Eng I	Sr. Arch I	Envr Scientist III	Technical Manager II	Sr. Technician I	Eng I	Arch I	Struc Eng I	GIS Specialist	Sr. Planner I	Envr Scientist II	Technician II	Envr Scientist II	Proj Admin Assist	Tech Mgr I	Tech I	TOTAL																					
	\$275	\$265	\$230	\$230	\$230	\$215	\$190	\$185	\$185	\$185	\$185	\$170	\$170	\$165	\$165	\$165	\$165	\$140	\$140	\$120																														
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TOTAL MAN HOURS																																																		
SUBTOTAL - BASE LABOR EFFORT																																																		
TASKS (CONTINUED)	TOTAL LABOR EFFORT	TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS ADMIN	OTHER EXP	OTHER EXP	TOTAL EXPENSE	TOTAL FEE																																						
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TOTALS																																																		
TIME PERIOD OF PROJECT																																																		
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR																2023	2024	2025	2026	TOTAL	EST % OF OT HRS INCLUDED ABOVE																													
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT																100%				100%	AVERAGE OVERTIME RATE PREMIUM																													
ESTIMATED CONTINGENCY																1.0000				1.0000	OT ADJUSTMENT FACTOR																													
ROUNDING																																																		
TOTAL FEE																																																		
MATH CROSS CHECK IS OK																																																		

**SAMPLE**

**City of Grain Valley, Missouri  
Engineering Services Work Order**

**CMT WORK ORDER 23-1**

<b>Date:</b>	<b>Name:</b>
<b>Project Description:</b>	
<b>Services Required:</b>	
1.	
2.	
<b>Time Schedule:</b>	
Work will begin upon receipt of this executed Engineering Services Work Order and will be completed within ____ calendar days and submitted for appropriate review and approval.	
<b>Compensation:</b>	
Compensation for the services provided under this Engineering Services Work Order will be in accordance with the provisions of the Retainer Contract. The compensation for the above services, including reimbursable expenses, will be invoiced as the work is performed. It is estimated that the compensation for the above services, including reimbursable expenses, will not exceed \$ _____ (see Exhibit A).	
<b>Approval and Notice to Proceed:</b>	
<b>City of Grain Valley, Missouri</b>	<b>Crawford, Murphy &amp; Tilly, Inc.</b>
By: <u>Ken Murphy</u>	By: _____
Title: <u>City Administrator</u>	Title: <u>Water Resources Group Manager</u>
Date: <u>3/XX/2023</u>	Date: <u>3/XX/2023</u>
Notice to Proceed Date: _____	CMT Project No. <u>22005100.00</u>
Services provided under this Engineering Services Work Order shall be in accordance with the Agreement for On-Call Professional Engineering Services dated <u>March XX, 2023</u> for On-Call Professional Engineering Services provided during calendar year 2023.	