



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

May 22, 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 Daniel Ballard of Crossroads Church

ITEM IV: Pledge of Allegiance

- Alderman Brian Bray

ITEM V: Approval of Agenda

- City Administrator Ken Murphy

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

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

ITEM VIII: Consent Agenda

- May 8, 2023 – Board of Aldermen Regular Meeting Minutes
- May 22, 2023 – Accounts Payable

ITEM IX: Previous Business

- None

ITEM X: New Business

- None

ITEM XI: Presentations

- None

ITEM XII: Public Hearing

- Voluntary Annexation Grain Valley Safety Storage, LLC – 4502 S Buckner Tarsney Road

ITEM XIII: Resolutions

ITEM XIII (A)
R23-37
*Introduced by
Alderman Ryan
Skinner*

A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Buy Out the Remaining Balance on the Leased Skid Steer for the Public Works Division to Complete Routine Tasks and Projects

To have equipment available to perform routine tasks in the Public Works Division for public services

ITEM XIII (B)
R23-38
*Introduced by
Alderman Dale
Arnold*

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Spend Funds to Renew the Annual Software Maintenance and Support Agreement With Brightly Software

To provide Public Works with asset management software for work orders and asset management tracking and record keeping

ITEM XIII (C)
R23-39
*Introduced by
Alderman Brian
Bray*

A Resolution by the Board of Aldermen of the City of Grain Valley, Reappointing Becky Gray to the Grain Valley Parks and Recreation Board for a Three-Year Term

To maintain the 9 seats on the Grain Valley Parks & Recreation Board

ITEM XIII (D)
R23-40
*Introduced by
Alderman Tom
Cleaver*

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement with the Fagan Company DBA EMCOR Services Fagan for HVAC Preventative Maintenance/Services

To provide HVAC and mechanical services on City owned buildings and equipment

ITEM XIII (E)
R23-41
*Introduced by
Alderman Rick
Knox*

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter Into an Agreement With A&A Electrical, Inc. for Electrical Services (as Needed)

To provide electrical services (as needed) on City owned buildings and equipment

ITEM XIII (F)
R23-42
*Introduced by
Alderman
Darren Mills*

A Resolution by the Board of Aldermen of the City of Grain Valley Authorizing the City Administrator to Enter into an Agreement with Summit General Contracting, LLC. for Building Maintenance (as Needed)

To provide building maintenance services (as needed) on City owned buildings and equipment

ITEM XIV: Ordinances

ITEM XIV (A) **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a TAP Funding Agreement for the South Buckner-Tarsney Shared Trail**
B23-15
2ND READ

*Introduced by
Alderman
Darren Mills*

To approve a grant from the Department of Transportation to construct a 10-foot wide asphalt trail along Buckner-Tarsney Road from the Blue Branch Creek Trail north to Nelson Drive

ITEM XIV (B) **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a TAP Funding Agreement for the Eagles Parkway Shared Trail**
B23-16
2ND READ

*Introduced by
Alderman Ryan
Skinner*

To approve a grant from the Missouri Department of Transportation to construct a 10-foot wide, shared trail along Eagles Parkway from the Blue Branch Creek Trail East to Main Street/Buckner-Tarsney Road Drive

ITEM XIV (C) **An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2023 Budget to Allocate Funding From Park Fund Reserves for the Transportation Project Fees Related to the TAP Funding Award for the Buckner-Tarsney and SW Eagles Parkway Shared-Use Trail Projects**
B23-17
2ND READ

*Introduced by
Alderman Dale
Arnold*

To fulfill the requirements from MARC for the TAP Award the City received for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects

ITEM XIV (D) **An Ordinance Amending Traffic Code Schedule II Stop Intersections of the City of Grain Valley Municipal Code**
B23-18
2ND READ

*Introduced by
Alderman Brian
Bray*

To add stop sign locations to the Code of Ordinances

ITEM XIV (E) **An Ordinance Establishing a New Chapter of the Grain Valley Municipal Code of Ordinances, Chapter 145, Public Record Request Policy and Procedures**
B23-19
1ST READ

*Introduced by
Alderman Tom
Cleaver*

To establish a custodian of records and records request procedure for the City of Grain Valley

ITEM XIV (F) **An Ordinance Annexing Certain Real Property That is Contiguous and Compact to the Existing City Limits of Grain Valley, Missouri for Grain Valley Safety Storage LLC**
B23-20
1ST READ

*Introduced by
Alderman Rick
Knox*

To voluntary annex property into the corporate limits of the city pursuant to Section 71.012 RSMo

ITEM XV: City Attorney Report

- City Attorney

ITEM XVI: 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 XVII: Board of Aldermen Reports & Comments

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

ITEM XVIII: Mayor Report

- Mayor Mike Todd

ITEM XIX: Executive Session

- Legal Actions, Causes of Action of Litigation Pursuant to Section 610.021(1), RSMo. 1998, as Amended
- Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended
- Hiring, Firing, Disciplining or Promoting of Employees (personnel issues), Pursuant to Section 610.021(3), RSMo. 1998, as Amended
- Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents to a negotiated contract until a contract is executed, or all proposals are rejected, Pursuant to Section 610.021(12), RSMo. 1998, as Amended
- Individually Identifiable Personnel Records, Personnel Records, Performance Ratings or Records Pertaining to Employees or Applicants for Employment, Pursuant to Section 610.021(13), RSMo 1998, as Amended.

ITEM XX: Adjournment

Please Note

The next scheduled meeting of the Board of Aldermen is a Regular Meeting on June 12, 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.

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 May 8, 2023, at 7:00 p.m. in the Board Chambers located at Grain Valley City Hall
- The meeting was called to order by Mayor Mike Todd

ITEM II: Roll Call

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

-QUORUM PRESENT-

ITEM III: Invocation

- Invocation was given by Mike Cassidy of Faith United Methodist Church

ITEM IV: Pledge of Allegiance

- The Pledge of Allegiance was led by Alderman Dale Arnold

ITEM V: Approval of Agenda

- Request to add Selection of Acting President (Mayor pro tem) of the Board of Aldermen to New Business
- *Alderman Knox made a Motion to Amend the 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, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 5-0-

ITEM VI: Proclamations

- None

ITEM VII: Public Comment

- None

ITEM VIII: Consent Agenda

- April 24, 2023 – Board of Aldermen Regular Meeting Minutes
- May 8, 2023 – Accounts Payable
- *Alderman Skinner made a Motion to Accept the Consent Agenda*
- *The Motion was Seconded by Alderman Knox*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

- *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 5-0-

ITEM IX: Previous Business

- None

ITEM X: New Business

- *Alderman Knox made a Motion to Appoint Alderman Mills to the Acting President of the Board of Aldermen*
- *The Motion was Seconded by Alderman Skinner*
 - *No discussion*
- *Motion to Approve the Consent Agenda was voted on with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved: 5-0-

ITEM XI: Presentations

- None

ITEM XII: Public Hearing

- None

ITEM XIII: Resolutions

Resolution No. R23-35 A Resolution by the Board of Aldermen of the City of Grain Valley Establishing the Need to Amend the 2023 Budget for the Allocation of Transportation Project Fees Related to the TAP Funding Award for the Buckner-Tarsney and SW Eagles Parkway Shared-Use Trail Projects

- *Alderman Knox moved to approve Resolution No. R23-35*
- *The Motion was Seconded by Alderman Mills*
 - This is a matter of process to express to amend the budget a resolution first is needed to express the need to amend the budget; 1% project fee that is paid up front that the City did not budget for as this is for a 2025 project, but the 1% has to be paid in 2023
- *Motion to approve Resolution No. R23-35 was voted upon with the following voice vote:*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

- *Aye: Arnold, Bray, Knox, Mills, Skinner*
- *Nay:*
- *Abstain:*

-Resolution No. R23-35 Approved: 5-0-

Resolution No. R23-36 A Resolution by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into an Agreement With ETC Institute for Administration of a Community Survey

- *Alderman Mills moved to approve Resolution No. R23-36*
- *The Motion was Seconded by Alderman Skinner*
 - 2018 was the last community survey conducted and they are used to guide budget funds and used to set strategic planning goals/customer satisfaction
- *Motion to approve Resolution No. R23-36 was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Resolution No. R23-36 Approved: 5-0-

ITEM XIV: Ordinances

Bill No. B23-12: 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 the Abuse of a Child

Bill No. B23-12 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Bray moved to accept the second reading of Bill No. B23-12 and approve it as ordinance #2418*
- *The Motion was Seconded by Alderman Arnold*
 - None
- *Motion to accept the second reading of Bill No. B23-12 and approve it as ordinance #2418 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Bill No. B23-12 Became Ordinance #2418 5-0-

Bill No. B23-13: An Ordinance Repealing Section 215.357 of the Municipal Code –

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

Endangering the Welfare of a Child of the City Code of Ordinances

Bill No. B23-13 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Skinner moved to accept the second reading of Bill No. **B23-13** and approve it as ordinance #2419*
- *The Motion was Seconded by Alderman Bray*
 - None
- *Motion to accept the second reading of Bill No. **B23-13** and approve it as ordinance #2419 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Bill No. B23-13 Became Ordinance #2419 5-0-

Bill No. B23-14: 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

Bill No. B23-14 was read by City Clerk Jamie Logan for the second reading by title only

- *Alderman Knox moved to accept the second reading of Bill No. **B23-14** and approve it as ordinance #2420*
- *The Motion was Seconded by Alderman Mills*
 - None
- *Motion to accept the second reading of Bill No. **B23-14** and approve it as ordinance #2420 was voted upon with the following roll call vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Bill No. B23-14 Became Ordinance #2420 5-0-

Bill No. B23-15: An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a TAP Funding Agreement for the South Buckner-Tarsney Shared Trail

Bill No. B23-15 was read by City Clerk Jamie Logan for the first reading by title only

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

- *Alderman Mills moved to accept the first reading of Bill No. **B23-15** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Skinner*
 - This is one of the projects referenced earlier in the evening
- *Motion to accept the first reading of Bill No. **B23-15** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 5-0-

Bill No. B23-16: An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Enter Into a TAP Funding Agreement for the Eagles Parkway Shared Trail

Bill No. B23-16 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Skinner moved to accept the first reading of Bill No. **B23-16** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Bray*
 - This is the other project referenced in the earlier TAP funding resolution – this will take it to the bridge but not over the bridge
- *Motion to accept the first reading of Bill No. **B23-16** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 5-0-

Bill No. B23-17: An Ordinance by the Board of Aldermen of the City of Grain Valley, Missouri Authorizing the City Administrator to Amend the 2023 Budget to Allocate Funding From Park Fund Reserves for the Transportation Project Fees Related to the TAP Funding Award for the Buckner-Tarsney and SW Eagles Parkway Shared-Use Trail Projects

Bill No. B23-17 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Arnold moved to accept the first reading of Bill No. **B23-17** and bring it back for a second reading by title only at the next regularly scheduled meeting*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

- *The Motion was Seconded by Alderman Skinner*
 - This is the actual ordinance for the budget amendment taken from Park reserves
- *Motion to accept the first reading of Bill No. **B23-17** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 5-0-

Bill No. B23-18: An Ordinance Amending Traffic Code Schedule II Stop Intersections of the City of Grain Valley Municipal Code

Bill No. B23-18 was read by City Clerk Jamie Logan for the first reading by title only

- *Alderman Bray moved to accept the first reading of Bill No. **B23-18** and bring it back for a second reading by title only at the next regularly scheduled meeting*
- *The Motion was Seconded by Alderman Skinner*
 - This would approve two stop signs in the Rosewood subdivision after doing traffic studies – both stop signs were found to be warranted – This was a camera-based tool that was utilized vs a traffic counter-new technology purchased this year; Alderman Skinner thanked Mr. Trosen and Mr. Tuttle for working on this so quickly
- *Motion to accept the first reading of Bill No. **B23-18** and bring it back for a second reading was voted upon with the following voice vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay:*
 - *Abstain:*

-Motion Approved 5-0-

ITEM XV: City Attorney Report

- None

ITEM XVI: City Administrator & Staff Reports

- City Administrator Ken Murphy
 - None
- Deputy City Administrator Theresa Osenbaugh
 - None
- Police Chief Ed Turner
 - None

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

- Finance Director Steven Craig
 - None
- Parks & Recreation Director Shannon Davies
 - None
- Community Development Director Mark Trosen
 - Written Report
- City Clerk Jamie Logan
 - None

ITEM XVII: Board of Aldermen Reports & Comments

- Alderman Dale Arnold
 - Sent condolences to former Alderman Mike Scully's mother
- Alderman Brian Bray
 - None
- Alderman Tom Cleaver
 - Absent
- Alderman Rick Knox
 - He said we are coming up on budget time and would like to explore how to raise police officer salaries to help retain and attract new officers
- Alderman Darren Mills
 - Thank you for nominating him for the president appointment
- Alderman Ryan Skinner
 - None

ITEM XVIII: Mayor Report

- Had the first of the First Fridays downtown with over 300+ pieces of art displayed in downtown businesses, there was a ribbon cutting for the Patel Group and Iron Courtyard; He thanked the VIPs for their help watching the pedestrian crosswalk

ITEM XIX: Executive Session

- *Mr. Murphy stated an executive session was needed for Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended*
- *Alderman Knox moved to close the Regular Meeting for items related to Leasing, Purchase or Sale of Real Estate Pursuant to Section 610.021(2), RSMo. 1998, as Amended*
- *The motion was seconded by Alderman Mills*
 - No Discussion
- *The motion was voted on with the following roll call vote:*
 - *Aye: Arnold, Bray, Knox, Mills, Skinner*
 - *Nay: None*

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

- *Abstain: None*

-Motion Carried:5-0-

- The regular meeting closed at 7:17 PM-

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

- Motion Carried: 6-0-

- The regular meeting opened at 7:52 PM-

ITEM XX: Adjournment

- The meeting was adjourned at 7:52 P.M.

Minutes submitted by:

Jamie Logan
City Clerk

Date

Minutes approved by:

Mike Todd
Mayor

Date

ELECTED OFFICIALS PRESENT

Mayor Mike Todd
Alderman Dale Arnold
Alderman Brian Bray
Alderman Rick Knox
Alderman Darren Mills
Alderman Ryan Skinner

ELECTED OFFICIALS ABSENT

Alderman Tom Cleaver

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
City Clerk Jamie Logan
City Attorney Joe Lauber

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	21.47
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	2,611.43
		FRATERNAL ORDER OF POLICE	EMPLOYEE DEDUCTIONS	357.00
		HAMPEL OIL INC	CJC FUEL	389.69
		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	139.99
			OPEN ACCESS	276.50
			OPEN ACCESS	249.55
			OPEN ACCESS	323.26
			HSA	230.56
			HSA	1,623.96
			HSA	22.63
			VISION	16.00
			VISION	52.16
			VISION	110.15
			VISION	18.59
		HSA BANK	HSA - GRAIN VALLEY, MO	270.78
			HSA - GRAIN VALLEY, MO	501.06
		CITY OF GRAIN VALLEY -FLEX	FLEX - DEPENDENT CARE	294.18
			FLEX PLAN	70.00
		MISSIONSQUARE RETIREMENT	MISSIONSQUARE 457 %	932.66
			MISSIONSQUARE 457	425.69
			MISSIONSQUARE ROTH IRA	93.21
		HOPE HOUSE	APR 2023 DOMESTIC VIOLENCE	52.00
		MO DEPT OF REVENUE	APR 2023 CVC FUNDS	92.69
		MO DEPT OF PUBLIC SAFETY	APR 2023 TRAINING FUND	13.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	7,417.67
			SOCIAL SECURITY	5,122.54
			MEDICARE	<u>1,198.01</u>
			TOTAL:	23,530.90
HR/CITY CLERK	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	386.45
		ARC PHYSICAL THERAPY PLUS LP	WORKSTEPS: ROSELLI	150.00
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	19.50
		MIDWEST PUBLIC RISK	DENTAL	51.85
			OPEN ACCESS	366.07
			HSA	259.33
			HSA	358.21
		HSA BANK	HSA - GRAIN VALLEY, MO	100.27
		MERCHANT SERVICES	MAY 2023 MONTHLY FEES	550.47
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	178.28
			MEDICARE	<u>41.70</u>
			TOTAL:	2,462.13
INFORMATION TECH	GENERAL FUND	NETSTANDARD INC	T&M: ZEROLOGON VULNERABILI	293.75
			Network Card	679.00
		PROGRESSIVE ELECTRONICS	SIELOX SOFTWARE MAINT RENE	<u>1,435.00</u>
	TOTAL:	2,407.75		
BLDG & GRDS	GENERAL FUND	AAA DISPOSAL SERVICE INC	50% FACILITIES MAINTENANCE	180.00
		COMCAST - HIERARCY ACCT	CITY HALL	53.64
			CITY HALL	210.41
		GENERAL ELEVATOR	MAY 2023 SERVICE	153.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HOME DEPOT CREDIT SERVICES	RETURN AIR GRILLE/MET SCRS	12.73
		SPIRE	33333 - 624 JAMES ROLLO CT	23.81
			41111 - 711 S MAIN ST 70%	46.14
		STANGER INDUSTRIES INC	SPRING STARTUP	1,297.80
			HVAC REPAIRS	324.06
		COMCAST	MAY 2023 FIBER	<u>445.72</u>
			TOTAL:	2,747.31
ADMINISTRATION	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	580.23
		SAMS CLUB/SYNCHRONY BANK	COFFEE/POPCORN/PEANUTS	85.28
			COFFEE/CANDY/FORKS/CHIPS/W	36.30
			ANNUAL MEMBERSHIP FEES	135.00
		OFFICE DEPOT	HEADSET	28.64
			PENS/COPY PAPER/PENCILS/FO	46.99
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	16.25
		PURCHASE POWER	POSTAGE	2,020.99
		THERESA OSENBAUGH	MEALS: MCMA CONFERENCE	80.50
		MIDWEST PUBLIC RISK	DENTAL	24.00
			DENTAL	1.96
			OPEN ACCESS	25.96
			HSA	11.64
			HSA	427.82
		HSA BANK	HSA - GRAIN VALLEY, MO	99.96
			HSA - GRAIN VALLEY, MO	2.20
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	BILLING PERIOD 3/8/23-6/7/	140.76
		KENNETH MURPHY	MEALS: MCMA CONFERENCE	80.50
		THE EXAMINER	1 YEAR SUBSCRIPTION - CTY	217.36
		LAUBER MUNICIPAL LAW LLC	ECONOMIC DEVELOPMENT	70.50
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	301.16
			MEDICARE	70.45
		GREATAMERICA FINANCIAL SERVICES CORP.	50% CH ADMIN	118.50
			50% CH BILLING	<u>118.50</u>
			TOTAL:	4,741.45
ELECTED	GENERAL FUND	MAYWOOD PRINTING CO., INC	BUSINESS CARDS - BRIAN BRA	<u>35.00</u>
			TOTAL:	35.00
LEGAL	GENERAL FUND	LAUBER MUNICIPAL LAW LLC	CITY ATTORNEY	<u>5,268.50</u>
			TOTAL:	5,268.50
FINANCE	GENERAL FUND	TROUTT BEEMAN & CO PC	2022 AUDIT	4,750.00
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	0.50
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	374.57
		STANDARD INSURANCE CO	MAY 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	172.14
			MEDICARE	<u>40.27</u>
			TOTAL:	6,099.21
COURT	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	206.84
		OFFICE DEPOT	PENS/COPY PAPER/PENCILS/FO	148.11
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	13.00
		RAY COUNTY TREASURER/COUNTY	APRIL 2023 BILLING	1,125.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FEBRUARY 2023 BILLING	495.00
			JANUARY 2023 BILLING	135.00
			MARCH 2023 BILLING	1,170.00
		MIDWEST PUBLIC RISK	DENTAL	18.00
			DENTAL	1.21
			OPEN ACCESS	398.00
			HSA	18.46
		HSA BANK	HSA - GRAIN VALLEY, MO	3.48
		MERCHANT SERVICES	MAY 2023 MONTHLY FEES	69.71
		LAUBER MUNICIPAL LAW LLC	CITY PROSECUTOR	7,232.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	160.47
			MEDICARE	<u>37.52</u>
			TOTAL:	11,231.80
VICTIM SERVICES	GENERAL FUND	STANDARD INSURANCE CO	MAY 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	163.85
			MEDICARE	<u>38.32</u>
			TOTAL:	629.17
FLEET	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	127.72
		ADVANCE AUTO PARTS	ATO BLDE/MINI BLD/ATO BLDE	16.87
		OFFICE DEPOT	INK CARTRIDGE	66.31
			PENS/COPY PAPER/PENCILS/FO	13.34
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	6.50
		OREILLY AUTOMOTIVE INC	WIRE TERM	20.00
			WIRE LOOM	30.50
			SOLDER	10.99
			HOSE CLAMP	8.52
		FASTENAL COMPANY	1/4"-20 FHN Z 5/1/4 SAE F/	132.92
		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
		GRAINGER	EVAPORATIVE COOLING PADS	205.00
			EVAPORATIVE COOLING PAD	51.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	65.44
			MEDICARE	<u>15.31</u>
			TOTAL:	996.88
POLICE	GENERAL FUND	MISSOURI LAGERS	EMPLOYER CONTRIBUTIONS	7,098.07
			MONTHLY CONTRIBUTIONS	429.29
		PETTY CASH	MCDONALDS: CHILD IN CUSTOD	7.14
			RODS SPORTS: PATCHES SEWN	30.00
			EK ALTERATIONS: PATCHES SE	32.00
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CANDY/FORKS/CHIPS/W	120.83
		OFFICE DEPOT	PAPER/PENS/TAPE	59.34
			PENS/COPY PAPER/PENCILS/FO	83.23
			PENS	39.50
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	281.45
		PROGRESSIVE ELECTRONICS	SERVICE CALL	1,240.00
		HAMPEL OIL INC	FUEL	1,600.66
			FUEL	295.38
		CHRISTINE THOMPSON	MEALS: MACA SPRING COURT/P	264.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GOODYEAR COMMERCIAL TIRE	1) GY 255/60R18 EAG ENFORC	434.58
		NATL ASSOCIATION OF SCHOOL	IIAMS MEMBERSHIP	40.00
		MIDWEST PUBLIC RISK	DENTAL	198.00
			DENTAL	418.80
			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	4,881.45
		HSA BANK	HSA - GRAIN VALLEY, MO	450.00
			HSA - GRAIN VALLEY, MO	800.00
		NAPA AUTO PARTS	HI-AMP FLUSH MOUNT	52.57
		ENTENMANN-ROVIN CO	DOME BADGE	142.75
		CDW GOVERNMENT	CRADLEPOINT	1,499.25
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	3,499.82
			MEDICARE	818.51
		BUCKNER AUTO BODY AND PAINT	AUTO PHYSICAL DAMAGE	4,380.09
		GREATAMERICA FINANCIAL SERVICES CORP.	PD END OF HALL	237.00
			PD ADMIN	237.00
			PD FRONT WINDOW	120.00
			TOTAL:	36,935.56
ANIMAL CONTROL	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	168.99
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	13.00
		HAMPEL OIL INC	FUEL	131.63
		MIDWEST PUBLIC RISK	OPEN ACCESS	398.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	87.31
			MEDICARE	20.42
			TOTAL:	819.35
PLANNING & ENGINEERING	GENERAL FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	893.67
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	38.97
		HAMPEL OIL INC	FUEL	39.95
		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
		MERCHANT SERVICES	MAY 2023 MONTHLY FEES	254.36
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	494.11
			MEDICARE	115.56
			TOTAL:	3,199.83
NON-DEPARTMENTAL	PARK FUND	KCMO CITY TREASURER	KC EARNINGS TAX WH	23.98
		MO DEPT OF REVENUE	MISSOURI WITHHOLDING	525.50
		FAMILY SUPPORT PAYMENT CENTER	SMITH CASE 91316387	92.31
		AFLAC	AFLAC CRITICAL CARE	6.78
			AFLAC PRETAX	54.46
			AFLAC-W2 DD PRETAX	57.20
		MISCELLANEOUS MADELEINE LEILA KEUNE	MADELEINE LEILA KEUNE:	15.00
		MIDWEST PUBLIC RISK	DENTAL	13.54
			OPEN ACCESS	18.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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 %	341.75
			MISSIONSQUARE 457	226.04
			MISSIONSQUARE ROTH IRA	158.87
			MISSIONSQUARE ROTH IRA	52.43
		INTERNAL REVENUE SERVICE	FEDERAL WH	1,433.98
			SOCIAL SECURITY	1,107.93
			MEDICARE	<u>259.14</u>
			TOTAL:	4,945.87
PARK ADMIN	PARK FUND	MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	719.10
		SAMS CLUB/SYNCHRONY BANK	ANNUAL MEMBERSHIP FEES	200.00
		AT&T	U-VERSE PARK MAINTENANCE	64.20
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	35.10
		COMCAST - HIERARCY ACCT	CITY HALL	8.03
			CITY HALL	41.66
		HAMPEL OIL INC	FUEL	129.68
		MIDWEST PUBLIC RISK	DENTAL	3.50
			DENTAL	51.90
			OPEN ACCESS	73.22
			HSA	633.61
			HSA	62.39
			HSA	136.60
		HSA BANK	HSA - GRAIN VALLEY, MO	14.58
			HSA - GRAIN VALLEY, MO	139.07
		COMCAST	MAY 2023 FIBER	74.28
		THE EXAMINER	1 YEAR SUBSCRIPTION - COMM	217.36
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	442.16
			MEDICARE	<u>103.41</u>
			TOTAL:	3,149.85
PARKS STAFF	PARK FUND	AAA DISPOSAL SERVICE INC	MONKEY MOUNTAIN COMPLEX	65.00
		FELDMANS FARM & HOME	CUTRINE PLUS LIQUID	199.98
		K C BOBCAT	BOLTS	79.82
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	662.42
		SAMS CLUB/SYNCHRONY BANK	CUSHION WRAP	15.67
		ADVANCE AUTO PARTS	LUBE/FUEL FILTER/AIR/SPARK	50.35
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	39.00
		OREILLY AUTOMOTIVE INC	WHL BEARING	6.65
		HOLLIDAY SAND AND STONE CO.	Aggregate/Bleacher Area	577.69
		WEST CENTRAL ELECTRIC COOP INC	03/29-04/27 BALLPARK COMPL	670.16
		MIDWEST PUBLIC RISK	DENTAL	54.00
			HSA	963.00
		HSA BANK	HSA - GRAIN VALLEY, MO	225.00
		SPIRE	00609 - 600 BUCKNER TARSNE	62.50
			33333 - 624 JAMES ROLLO CT	11.89
		STANGER INDUSTRIES INC	SPRING STARTUP	216.30
			HVAC REPAIRS	54.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WILDLIFE DAMAGE SOLUTIONS LLC	Wildlife Mitigation	500.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	332.20
			MEDICARE	77.69
		APPLE ROOFING LLC	SHINGLE REPAIR ON PAVILION	<u>475.00</u>
			TOTAL:	5,338.33
RECREATION	PARK FUND	SAMS CLUB/SYNCHRONY BANK	Conc. Food Blanket PO	2,180.64
			PRESCHOOL SOCCER SNACKS	51.52
			Conc. Food Blanket PO	179.48
		WALMART COMMUNITY	CONCESSION FOOD	180.52
		HD GRAPHICS & APPAREL	Girls T-ball Uniform Orde	1,606.00
			Boy's T-ball Uniform Orde	2,795.50
			4 YEAR OLD TBALL UNIFORMS	291.24
			4 YEAR OLD TBALL UNIFORMS	125.64
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	45.21
			MEDICARE	<u>10.60</u>
			TOTAL:	7,466.35
COMMUNITY CENTER	PARK FUND	AAA DISPOSAL SERVICE INC	COMMUNITY CENTER	65.00
		UNIFIRST CORPORATION	JANITORIAL SUPPLIES	158.88
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	421.45
		OFFICE DEPOT	PAPER/PENS/TAPE	5.19
			PAPER/PENS/TAPE	14.23
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	26.00
		COMCAST - HIERARCY ACCT	COMMUNITY CENTER	273.31
		MIDWEST PUBLIC RISK	DENTAL	36.00
			HSA	642.00
		HSA BANK	HSA - GRAIN VALLEY, MO	150.00
		SPIRE	21111 - 713 S MAIN ST	194.71
			22222 - 713 S MAIN ST A	46.00
		MERCHANT SERVICES	MAY 2023 MONTHLY FEES	671.34
		MARY ALLGRUNN	04/18-04/27 LINE DANCING	154.20
		SAMANTHA PETRALIE	04/17-04/28 SILVERSNEAKERS	125.00
		TIFFANI KEY	04/17-04/28 SILVERSNEAKERS	25.00
			04/19-04/28 SILVERSNEAKERS	100.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	281.10
			MEDICARE	65.74
		JULIE HENGEL	04/17-04/24 SILVERSNEAKERS	50.00
		GREATAMERICA FINANCIAL SERVICES CORP.	CC HALLWAY	237.00
			CC FRONT DESK	<u>119.00</u>
			TOTAL:	3,861.15
POOL	PARK FUND	MIDWEST POOL MANAGEMENT	Pool Management Contract	5,400.00
			Pool Management Contract	27,907.00
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	7.26
			MEDICARE	<u>1.71</u>
			TOTAL:	33,315.97
NON-DEPARTMENTAL	TRANSPORTATION	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	198.28
		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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			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 %	74.54
			MISSIONSQUARE 457	60.00
			MISSIONSQUARE ROTH IRA	50.00
		INTERNAL REVENUE SERVICE	FEDERAL WH	615.47
			SOCIAL SECURITY	347.49
			MEDICARE	<u>81.28</u>
			TOTAL:	1,851.61
TRANSPORTATION	TRANSPORTATION	FELDMANS FARM & HOME	STEEL SCTION TRAINER/HOSE	10.39
			50# K-31 FESCUE	119.99
			POLYBLEND BRAID	66.98
		K C BOBCAT	UTILITY TRAILER	1,653.24
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	684.43
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CANDY/FORKS/CHIPS/W	31.17
		ADVANCE AUTO PARTS	RECEIVER PINS	7.12
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	29.22
		COMCAST - HIERARCY ACCT	CITY HALL	1.00
			CITY HALL	15.43
			PW 36084	24.37
			TYER RD	24.97
			PW 59845	37.35
			PW 59845	61.63
		VANCE BROTHERS INC	COMMERCIAL SURFACE	330.66
		HAMPEL OIL INC	FUEL	105.97
		KORNIS ELECTRIC SUPPLY INC	PVC CONDUIT/PVC CEMENT QUA	79.52
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT/TOWER LIGHT	42.79
			COMPACT TAPE MEASURE/COPPE	22.87
		MIDWEST PUBLIC RISK	DENTAL	10.65
			DENTAL	59.08
			OPEN ACCESS	130.95
			OPEN ACCESS	265.34
			HSA	212.11
			HSA	189.96
			HSA	418.41
			HSA	88.02
		HSA BANK	HSA - GRAIN VALLEY, MO	44.40
			HSA - GRAIN VALLEY, MO	114.33
		SPIRE	31111 - 405 JAMES ROLLO 20	34.69
			33333 - 624 JAMES ROLLO CT	23.81
			41111 - 711 S MAIN ST 6%	3.96
			81111 - 618 JAMES ROLLO CT	11.59
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	23.12
		STANGER INDUSTRIES INC	SPRING STARTUP	129.78
			HVAC REPAIRS	32.41
		COMCAST	MAY 2023 FIBER	44.57
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	347.48
			MEDICARE	81.28
		GREATAMERICA FINANCIAL SERVICES CORP.	20% PW FRONT OFFICE	47.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		NATIONWIDE TRAILERS, LLC	PURCHASE OF 2 TRAILERS	<u>19,048.56</u>
			TOTAL:	24,711.00
CAPITAL IMPROVEMENTS	CAPITAL PROJECTS F	DEERE & COMPANY	Z997R DIESEL	19,235.68
		QUALITY CUSTOM CONCEPTS INC	2023 CONCRETE	22,710.17
			2023 CONCRETE	11,166.90
		NATIONWIDE TRAILERS, LLC	PURCHASE OF 2 TRAILERS	<u>13,582.80</u>
			TOTAL:	66,695.55
NON-DEPARTMENTAL	ARPA FUND	UNIFIRST CORPORATION	CITY LOGO MATS	174.72
		HOME DEPOT CREDIT SERVICES	PRIME KC WHITEWOOD/BIRCH P	<u>138.64</u>
			TOTAL:	313.36
NON-DEPARTMENTAL	2022 GO BONDS	HOEFER WELKER LLC	Professional Services 4/3	<u>10,997.19</u>
			TOTAL:	10,997.19
NON-DEPARTMENTAL	WATER/SEWER FUND	MO DEPT OF REVENUE	MISSOURI WITHHOLDING	1,252.29
		FAMILY SUPPORT PAYMENT CENTER	DZEKUNSKAS CASE 41452523	120.00
		MO DEPT OF REVENUE	APR 23 SALES TAX	3,859.21
			APR 23 SALES TAX	77.18
		AFLAC	AFLAC PRETAX	36.25
			AFLAC-W2 DD PRETAX	52.63
		MISCELLANEOUS ABRAMSON, ADAM	20-562150-08	110.00
		MEECE, SARA	20-592050-06	78.72
		BROOKS, KENDEL	20-680720-09	38.61
		STORYBOOK REALTY	20-105100-04	50.00
		WIGGINS, EUGENIA R	10-132400-00	20.00
		RIDE ALONG	10-210500-07	64.22
		HARRISON, CRYSTAL	10-221500-13	55.71
		MEREGHETTI, ASHLEY	10-227200-03	9.67
		WARD DEVELOPMENT	10-254150-02	69.70
		TANNER, BLAKE	10-256110-06	52.78
		ZENTS, JENNIFER	10-256150-04	6.58
		DOWD, CATHERINE	10-350100-07	56.99
		REDDING, STEPHEN	10-384200-16	65.95
		HERSH, LAURA	10-487730-02	14.01
		ROYBAL, JEFFREY	10-830360-09	54.18
		MACHACEK, JUSTIN	10-830610-11	65.54
		LARKIN, MICHAEL R.	10-830820-04	79.22
		SWAGER, TAYLOR	10-910000-01	9.16
		BARBER, STEVE	10-342100-08	50.00
		MIDWEST PUBLIC RISK	DENTAL	94.96
			OPEN ACCESS	110.60
			OPEN ACCESS	365.75
			HSA	378.61
			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 %	521.32
			MISSIONSQUARE 457	458.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MISSIONSQUARE ROTH IRA	329.36
		INTERNAL REVENUE SERVICE	FEDERAL WH	4,021.33
			SOCIAL SECURITY	2,350.35
			MEDICARE	<u>549.68</u>
			TOTAL:	17,040.60
WATER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	90.00
		TROUTT BEEMAN & CO PC	2022 AUDIT	2,375.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	567.40
			BILL PRINT AND MAIL	88.96
		FELDMANS FARM & HOME	STEEL SCTION TRAINER/HOSE	20.79
		CITY OF INDEPENDENCE UTILITIES	12347CCF 03/14-04/13	19,207.85
		K C BOBCAT	UTILITY TRAILER	3,306.48
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,324.16
		SAMS CLUB/SYNCHRONY BANK	COFFEE/POPCORN/PEANUTS	49.20
			COFFEE/CANDY/FORKS/CHIPS/W	126.56
			COFFEE/CANDY/FORKS/CHIPS/W	62.24
		ADVANCE AUTO PARTS	RECEIVER PINS	14.23
		VANCO SERVICES LLC	APR 2023 GATEWAY ES20605	67.96
		OFFICE DEPOT	PAST DUE STAMP	3.35
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	100.46
		COMCAST - HIERARCY ACCT	CITY HALL	11.48
			CITY HALL	51.37
			PW 36084	48.74
			TYER RD	49.94
			PW 59845	74.71
			PW 59845	123.25
		TRI-COUNTY WATER AUTHORITY	APR 2023 TRI COUNTY WATER	46,152.82
			APR 2023 TRI COUNTY WATER	80,266.58
		MISSOURI ONE CALL SYSTEM INC	APRIL 361 LOCATES	487.35
		BLUE SPRINGS WINWATER CO	WATER MAIN PARTS	1,524.10
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	130.00
		HAMPEL OIL INC	FUEL	211.94
		KORNIS ELECTRIC SUPPLY INC	PVC CONDUIT/PVC CEMENT QUA	159.02
		UTILITY SERVICE CO INC	ANNUAL CLEANING	16,389.40
			ANNUAL CLEANING	32,792.33
			ANNUAL CLEANING	3,791.38
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT/TOWER LIGHT	85.59
			COMPACT TAPE MEASURE/COPPE	45.74
		MIDWEST PUBLIC RISK	DENTAL	46.22
			DENTAL	182.66
			OPEN ACCESS	261.90
			OPEN ACCESS	727.10
			HSA	890.75
			HSA	902.14
			HSA	1,112.45
			HSA	219.06
		HSA BANK	HSA - GRAIN VALLEY, MO	210.78
			HSA - GRAIN VALLEY, MO	363.17
		G W VAN KEPPEL CO	TRENCH SAFETY EQUIPMENT	1,749.50
		SPIRE	31111 - 405 JAMES ROLLO 40	69.39
			33333 - 624 JAMES ROLLO CT	29.76
			41111 - 711 S MAIN ST 12%	7.91
			81111 - 618 JAMES ROLLO CT	23.18
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	46.26
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	BILLING PERIOD 3/8/23-6/7/	70.38

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MERCHANT SERVICES	MAY 2023 MONTHLY FEES	3,669.74
		STANGER INDUSTRIES INC	SPRING STARTUP	259.56
			HVAC REPAIRS	64.81
		COMCAST	MAY 2023 FIBER	89.15
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,176.42
			MEDICARE	275.09
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	94.80
			50% CH COMMUNITY DEV	118.50
			25% CH ADMIN	59.25
			25% CH BILLING	59.25
			TOTAL:	223,579.56
SEWER	WATER/SEWER FUND	AAA DISPOSAL SERVICE INC	25% FACILITIES MAINTENANCE	90.00
		TROUTT BEEMAN & CO PC	2022 AUDIT	2,375.00
		PEREGRINE CORPORATION	BILL PRINT AND MAIL	567.41
			BILL PRINT AND MAIL	88.96
		FELDMANS FARM & HOME	STEEL SECTION TRAINER/HOSE	20.79
		K C BOBCAT	UTILITY TRAILER	3,306.48
		MISSOURI LAGERS	MONTHLY CONTRIBUTIONS	2,324.14
		SAMS CLUB/SYNCHRONY BANK	COFFEE/CANDY/FORKS/CHIPS/W	62.24
		ADVANCE AUTO PARTS	RECEIVER PINS	14.23
		VANCO SERVICES LLC	APR 2023 GATEWAY ES20605	67.96
		OFFICE DEPOT	PAST DUE STAMP	3.34
		STANDARD INSURANCE CO	MAY 23 STANDARD LIFE INSUR	100.45
		COMCAST - HIERARCY ACCT	CITY HALL	11.48
			CITY HALL	51.37
			PW 36084	48.74
			TYER RD	49.94
			PW 59845	74.71
			PW 59845	123.25
		STEVEN SMITH	2500) #10 WINDOW ENVELOPES	130.00
		HAMPEL OIL INC	FUEL	211.94
		KORNIS ELECTRIC SUPPLY INC	PVC CONDUIT/PVC CEMENT QUA	159.02
		HOME DEPOT CREDIT SERVICES	FLASHLIGHT/TOWER LIGHT	85.59
			COMPACT TAPE MEASURE/COPPE	45.74
		MIDWEST PUBLIC RISK	DENTAL	46.20
			DENTAL	181.56
			OPEN ACCESS	261.90
			OPEN ACCESS	702.89
			HSA	890.75
			HSA	902.16
			HSA	1,112.40
			HSA	219.05
		HSA BANK	HSA - GRAIN VALLEY, MO	210.77
			HSA - GRAIN VALLEY, MO	363.15
		G W VAN KEPPEL CO	TRENCH SAFETY EQUIPMENT	1,749.50
		SPIRE	31111 - 405 JAMES ROLLO 40	69.39
			33333 - 624 JAMES ROLLO CT	29.76
			41111 - 711 S MAIN ST 12%	7.91
			81111 - 618 JAMES ROLLO CT	23.18
		CINTAS CORPORATION # 430	PW/WOLTZ UNIFORMS	46.26
		PITNEY BOWES GLOBAL FINANCIAL SERVICES	BILLING PERIOD 3/8/23-6/7/	70.38
		MERCHANT SERVICES	MAY 2023 MONTHLY FEES	3,669.75
		STANGER INDUSTRIES INC	SPRING STARTUP	259.56
			HVAC REPAIRS	64.81
		COMCAST	MAY 2023 FIBER	89.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		INTERNAL REVENUE SERVICE	SOCIAL SECURITY	1,173.90
			MEDICARE	274.53
		GREATAMERICA FINANCIAL SERVICES CORP.	40% PW FRONT OFFICE	94.80
			50% CH COMMUNITY DEV	118.50
			25% CH ADMIN	59.25
			25% CH BILLING	<u>59.25</u>
			TOTAL:	22,763.49

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

100	GENERAL FUND	101,104.84
200	PARK FUND	58,077.52
210	TRANSPORTATION	26,562.61
280	CAPITAL PROJECTS FUND	66,695.55
285	ARPA FUND	313.36
291	2022 GO BONDS	10,997.19
600	WATER/SEWER FUND	263,383.65

	GRAND TOTAL:	527,134.72

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF GRAIN VALLEY
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/28/2023 THRU 5/12/2023
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

Resolutions

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

MEETING DATE	05/22/2023	
BILL NUMBER	R23-37	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO BUY OUT THE REMAINING BALANCE ON THE LEASED SKID STEER FOR THE PUBLIC WORKS DIVISION TO COMPLETE ROUTINE TASKS AND PROJECTS	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$19,641.14
	Budget Line Item:	210-55-78500 - \$3928.22 600-60-78500 - \$7856.46 600-65-78500 - \$7856.46
	Balance Available	\$10,048.00 \$24,042.00 \$68,758.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To have equipment available to perform routine tasks in the Public Works Division for public services.	
BACKGROUND	This was a lease to buy the piece of equipment that we have had for 3 years and we haven't had any issues with it so now the remaining balance is to purchase it.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	None	
BOARD OR COMMISSION RECOMMENDATION	None	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, memo, Takeuchi brochure, Arvest Bank Statement

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 22, 2023

RESOLUTION NUMBER
R23-37

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO BUY OUT THE REMAINING
BALANCE ON THE LEASED SKID STEER FOR THE PUBLIC WORKS DIVISION TO
COMPLETE ROUTINE TASKS AND PROJECTS**

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

WHEREAS, the Board of Aldermen adopted the 2023 budget which appropriating funds for the skid steer lease on November 28, 2022 via Bill 22-33; and

WHEREAS, the recommendation is in accordance with the adopted purchasing policy and the approved budget for the skid steer lease; and

WHEREAS, upon execution of this agreement the City of Grain Valley will keep the skid steer from Kirby Smith Machinery.

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

SECTION 1: The City Administrator is authorized to enter into an agreement with Kirby Smith Machinery to provide a Takeuchi TL10V2 skid steer.

PASSED and APPROVED, via voice vote, (____ - ____) this 22nd Day of May, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R23-37]

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ARVEST BANK - AEF VENDOR
 P O BOX 1670
 LOWELL AR

Statement Ending 4-23-23

City of Grain Valley, Missouri

Page 1 of 1

Note Number: 2278761

2 366



CITY OF GRAIN VALLEY, MISSOURI
 711 S MAIN ST
 GRAIN VALLEY MO 64029-9777

Managing Your Accounts

-  24-HOUR ACCOUNT INFO LINE 800-601-8655
-  CUSTOMER SERVICE 866-745-1487
-  MAILING ADDRESS PO BOX 799 LOWELL AR 72745
-  WEBSITE www.arvest.com

BILLING AND PAYMENT SUMMARY

Note Number	2278761	178	
Note Date	6-10-20	Current Principal Balance	19,641.14
Maturity Date	5-13-23	Loan Amount	61,442.48
Interest Rate	3.2500	Available Credit	.00
Current Payment Due Date:	5-13-23	Amount	19,641.14
Principal	19,641.14		
Interest	.00		
Past Due Amount			.00
Late Fees Due			.00

TOTAL PAYMENT DUE **19,641.14**

Previous Principal Balance	As of 4-22-22	34,055.02
Payments/Credits Since Last Statement (P+I+O)		15,536.04
Principal Paid	14,413.88	
Interest Paid	1,122.16	
Other Credits	.00	
Loans/Debits Since Last Statement		.00
Misc Debits Since Last Statement		.00
Late Fees Assessed Since Last Statement		.00
Interest Paid This Year		.00

Account Activity

Post Date	Effective Date	Description	Amount
		PRINCIPAL	14413.88
		INTEREST	1122.16
		End of Statement	

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MEMORANDUM

TO: MARK TROSEN, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: PATRICK MARTIN, MAINTENANCE SUPERINTENDENT

SUBJECT: 2023 SKID STEER LEASE BUYOUT

DATE: MAY 3RD, 2023

In order to provide a reliable, high quality public service, Public Works uses a skid steer unit to complete routine tasks, projects, and programs. When producing the annual 2023 budget we budgeted funds to buy out the skid steer unit we have been leasing for the past 3 years.

Public Works Division uses a skid steer unit to do multiple jobs. Those jobs range from asphalt repair, concrete tear out, yard restoration, loading materials in dump trucks, and moving pallets. The jobs can range from large to small but all very important on a weekly basis in Public Works operations.

Public Works staff has gone through processes to identify a machine that best fits our needs. Staff tried several brands and sizes of skid steer. The unanimous consensus was the Takeuchi TL 10V2. This unit will have all the essentials to complete Public Works tasks and suit all the needs in Public Works. This brand is leased, sold, and warrantied by Kirby Smith Machinery out of Kansas City Kansas.

In this agreement the terms were for 36 months at a cost of 1294.67 per month or lump sum payment of 15,536.04 per year: with a buyout at the end of year three. The warranty is 36 months or 3,000 hours. 2023 is the buyout year on this lease agreement with Arvest Bank and Kirby Smith Machinery.

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COMPACT TRACK LOADER

TL10V2

Takeuchi

From World First to World Leader



Product Features & Specifications

ENGINE

- EPA Final Tier 4 Emission Compliant
- Turbocharged
- High Pressure Common Rail Injection System
- DOC+DPF Exhaust After Treatment
- Automatic Fuel Bleed System
- Active Power Control Power Management System
- Working Modes - Power and ECO
- Dual Element Air Filter
- Dial Throttle Control
- High Capacity Radiator, Hydraulic Oil Cooler and Intercooler Mounted Side-by-Side on Swing Out Frame

ELECTRICAL

- 5'7" Multi-Informational Color Display
- Sealed Rocker Switches
- 12 volt System with 60 amp Alternator
- LED: Two Front and Two Rear
- Engine Preheat
- Hour Meter
- Back-up Alarm
- Horn

UNDERCARRIAGE AND FRAME

- Double Planetary Reduction Drives
- Permanently Sealed Track Rollers with Metal Face Seals
- Fully Welded Frame with Integrated Cross Members
- Two-Speed Travel
- 15.7" Rubber Track
- Grease Type Track Adjuster
- Front and Rear Tie-Down Points and Lift Points
- Rear Bumper Integrated into Frame

OPERATOR'S STATION

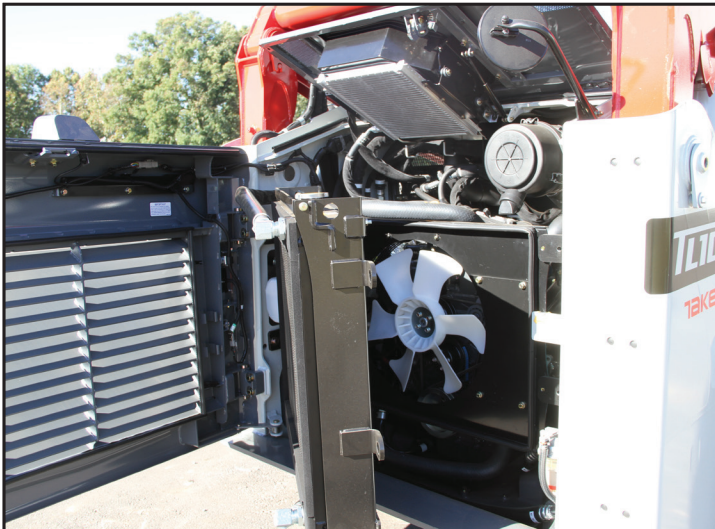
- Tilt-up Operator's Station
- Deluxe High Back Suspension Seat
- Rear View Camera
- Foot Throttle
- Rear Pivoting Lap Bar with Arm Rest
- ROPS / FOPS Structure
- Retractable 2" Seat Belt
- Pressurized Cab with Roll-up Door, A/C, Heat, Defrost and Front Wiper, and AM / FM / MP3 Radio with NOAA Weatherband (optional)
- Retractable 3" Seat Belt (optional)
- 3 Point Retractable Seat Belt (optional)
- Polycarbonate Door and Top Guard (High Flow Only)

HYDRAULIC & WORKING EQUIPMENT

- Vertical Lift Design
- Pilot Hydraulic Controls
- Boom Float with Detent
- Cushioned Boom Cylinders
- Hydraulic Self Leveling
- Proportional Auxiliary Hydraulic Controls with Detent
- Pressure Relieving Flat Faced Coupler Body
- 14-Pin Connector with Push Button Control
- High Capacity Steel Hydraulic Tank
- Mechanical Quick Coupler
- Hydraulic Quick Coupler
 - Cab - Standard Equipment
 - Canopy - optional
- High Flow Auxiliary Hydraulics 32.8 gpm (optional)
- Ride Control (optional)
- Pattern Change Valve (ISO or H) (optional)

TAKEUCHI FLEET MANAGEMENT

- 2 Year Standard Service
- Minimize Downtime
- Remote Diagnostics
- Utilization Tracking
- Proactive Maintenance
- Control Costs



Convenient Service and Maintenance Access



Vertical Lift Path for Balance and Stability

TOUGH, RUGGED, EFFICIENT



Pilot Operated Controls



Battery Access Panel



Lower Cross Member & Step



Oversized Lift Cylinders

The TL10V2 vertical lift track delivers excellent functionality, performance, comfort, and serviceability. It features a completely redesigned operator's station with a 5.7" color multi-information display and updated rocker switches that control a wide range of machine functions. Cab models have a smooth, low effort overhead door that improves entry and egress and enables the loader to be operated with the door in the raised or lowered position. An updated undercarriage with a wide block quiet ride track system provides better flotation, improved ride quality, and a reduction in noise and vibration. A powerful 74.3 horsepower engine meets the latest

EPA Tier 4 emissions standards while delivering an outstanding blend of power and torque for impressive performance in the most demanding applications.

Equipped with the Takeuchi Fleet Management (TFM) telematics system critical information such as machine health, condition, diagnostics, and location can be viewed remotely providing valuable real time machine information that will help control costs and keep downtime to a minimum. The Takeuchi Fleet Management system is a real value as the service is free for the first two years of machine ownership.



Spacious operator's platform with easy to reach controls and switches.

OPERATING PERFORMANCE

Operating Weight - Canopy	9,950 lb	(4,515 kg)
Cab	10,270 lb	(4,660 kg)
Tipping Load	7,205 lb	(3,268 kg)
Rated Operating Capacity, SAE J818*	2,522 lb	(1,145 kg)
Operating Load at 50% of Tipping Load	3,600 lb	(1,635 kg)
Bucket Breakout Force	6,520 lb	(2,960 kg)
Lift Arm Breakout Force	5,400 lb	(2,450 kg)
Traction Force	9,730 lb	(4,410 kg)
Ground Pressure - Canopy	4.9 psi	(34.3 kPa)
Ground Pressure - Cab	5.1 psi	(35.4 kPa)
Travel speed - Low	4.8 mph	(7.7 km/hr)
High	7.0 mph	(11.3 km/hr)

* Operating capacity of compact track loaders is rated according to SAE J818 at no more than 35% of the tipping load

ENGINE

Make / Model	Kubota / V3307CR-TE4B	
Engine Displacement	203 cu in	(3.3 L)
Horsepower @ 2,600 rpm	74.3 hp	(55.4 kW)
Maximum Torque @ 1,500 rpm	195 ft-lb	(265.0 Nm)

FLUID CAPACITIES

Engine Lubrication	11.8 qt	(11.2 L)
Cooling System	15.9 qt	(15.0 L)
Fuel Tank Capacity	21.5 gal	(81.0 L)
Fuel Consumption (65% of Full Load)	2.7 gal/hr	(10.3 L /hr)
Hydraulic Reservoir Capacity	9.5 gal	(36.0 L)
Hydraulic System Capacity	17.2 gal	(65.0 L)

HYDRAULIC SYSTEM

Auxiliary Flow - Primary Circuit	18.8 gpm	(71.2 Lpm)
Auxiliary Flow - High Flow (optional)	32.8 gpm	(124.0 Lpm)
Hydraulic System Pressure	3,481 psi	(24.0 MPa)



LCD Display



Rear View Camera



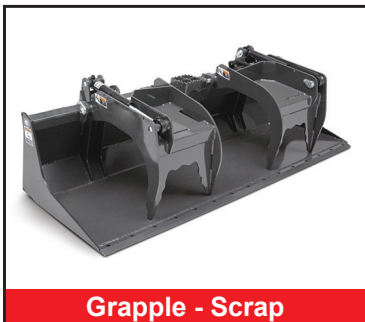
LED Work Lights



Hydraulic Lock

ATTACHMENTS

Takeuchi now offers attachments for all of your Takeuchi equipment. See your authorized Takeuchi dealer for additional information and attachment options.



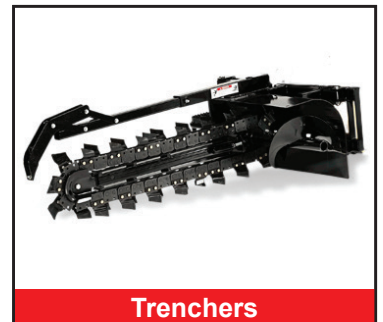
Grapple - Scrap



Dozer Blades

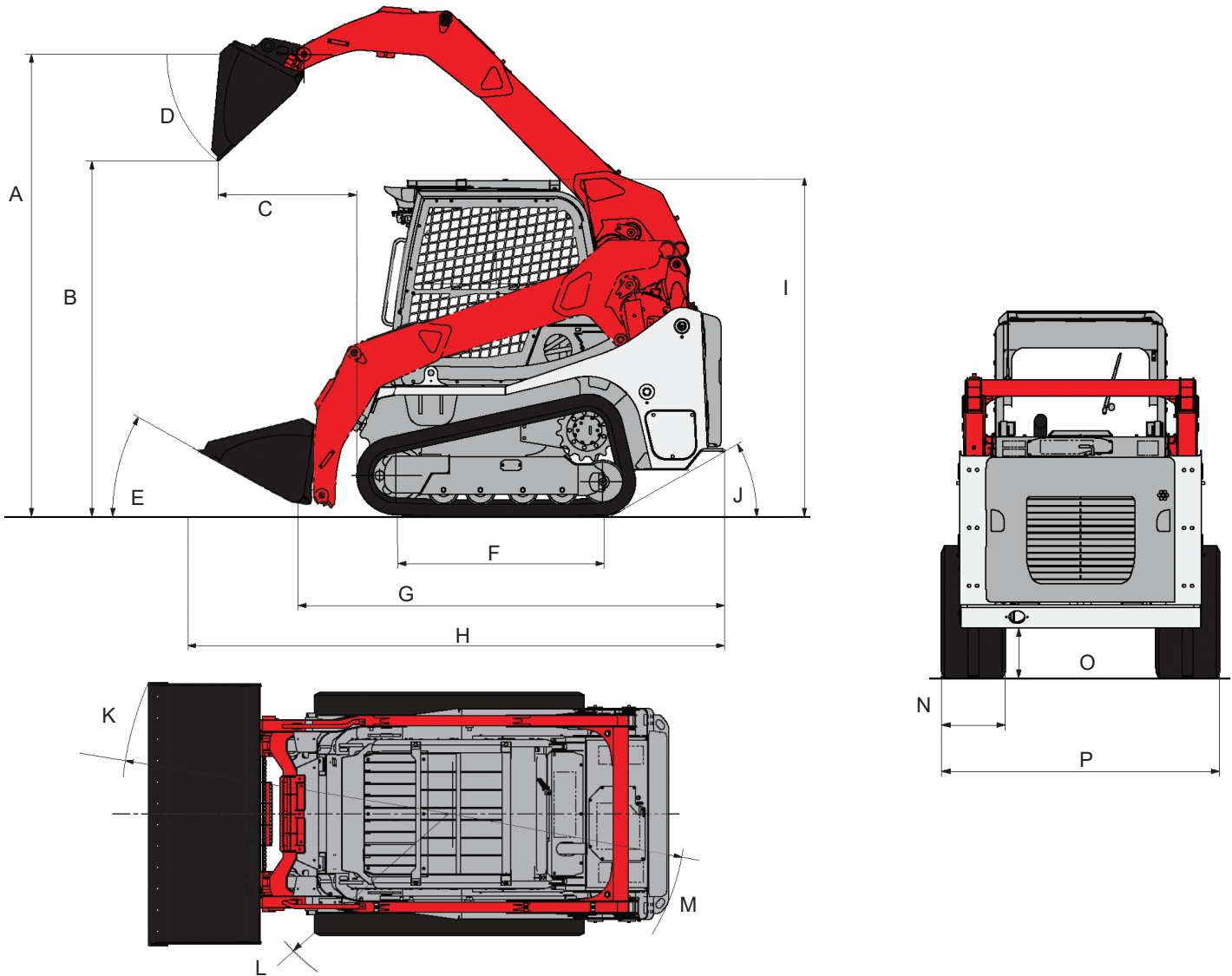


Pallet Forks



Trenchers

TL10V2 Compact Track Loader



MACHINE DIMENSIONS

A	Maximum Lift Height to Bucket Pin	10 ft 4.8 in	(3,169 mm)
B	Dump Height Fully Raised	7 ft 11.9 in	(2,435 mm)
C	Dump Reach Fully Raised	3 ft 1.4 in	(950 mm)
D	Dump Angle	40°	
E	Rollback Angle	30°	
F	Track Ground Contact Length	4 ft 7.9 in	(1,419 mm)
G	Machine Length	9 ft 7.2 in	(2,925 mm)
H	Transport Length	12 ft 1.0 in	(3,680 mm)
I	Transport Height	7 ft 5.4 in	(2,270 mm)
J	Departure Angle	30°	
K	Clearance Circle with Bucket	7 ft 8.5 in	(2,350 mm)
L	Clearance Circle without Bucket	5 ft 0.0 in	(1,535 mm)
M	Clearance Circle Rear	5 ft 5.2 in	(1,655 mm)
N	Track Width	15.7 in	(400 mm)
O	Ground Clearance	12.6 in	(320 mm)
P	Overall Width without Bucket	5 ft 8.5 in	(1,740 mm)



2 YEAR
2,000 HOUR
FULL MACHINE
WARRANTY



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In accordance with our established policy of continued improvement, specifications and features are subject to change without notice. Pictures may show options other than standard equipment.

FORM: TL10V2 Compact Track Loader Spec Sheet Apr. 2017

TAKEUCHI
From World First to World Leader

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

MEETING DATE	05/22/2023	
BILL NUMBER	R23-38	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO SPEND FUNDS TO RENEW THE ANNUAL SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH BRIGHTLY SOFTWARE	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen – Community Development Director	
FISCAL INFORMATION	Cost as recommended:	\$11,231.45
	Budget Line Item:	100-08-78530 - \$1909.35 210-55-78530 - \$1909.35 600-60-78530 - \$3706.37 600-65-78530 - \$3706.38
	Balance Available	\$1921.00 \$1921.00 \$3729.00 \$3729.00
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To provide Public Works with asset management software for work orders and asset management tracking and record keeping.	
BACKGROUND	Public Works has used Brightly Software for 5 years for asset management software and record keeping.	
SPECIAL NOTES	The costs of the service provided are covered under the sourcewell contract #090320-SDI.	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	N/A	

BOARD OR COMMISSION RECOMMENDATION	N/A
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Quote for 2023 coverage

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 22, 2023

RESOLUTION NUMBER
R23-38

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO SPEND FUNDS TO RENEW THE ANNUAL
SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH BRIGHTLY SOFTWARE**

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

WHEREAS, the Board of Aldermen adopted the 2023 budget which appropriated funds for this purchase on November 28, 2022 via Bill 22-33; and

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

WHEREAS, upon execution of this agreement the City of Grain Valley will enter into an agreement for services with Brightly Software.

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

SECTION 1: The City Administrator is authorized to enter into an agreement for services with Brightly Software for software maintenance and support.

PASSED and APPROVED, via voice vote, (____ - ____) this 22nd Day of May, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R23-38]

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Invoice

Tax ID: 56-2174429
Phone: 877-639-3833
Email: accountsreceivable@brightlysoftware.com

Invoice #: INV-206663
Invoice Currency: USD
Invoice Date: 04/27/2023
Terms: Net 30
Due Date: 05/27/2023
Client ID: 1242789

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

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

Client PO #:

Reference: Sourcewell Contract # 090320-SDI

Table with 6 columns: Description, Site, Start Date, End Date, Quantity, Amount. Rows include Asset Essentials Pro, Pro Water Distribution and Waste Water Collection Module, Asset Essentials Inventory, Pro Streets/Signs/Sidewalks Module, Pro Storm Water Module, and summary rows for SUBTOTAL, SALES TAX, and TOTAL.

Summary table with 2 columns: Description, Amount. Rows include TOTAL APPLIED (USD \$0.00) and TOTAL DUE (USD \$11,231.45).

Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com.
Need a copy of our W-9? Click here to get a copy from our SharePoint site.
Need updated vendor information regarding our name change? Click here.

TO PAY BY CHECK
Brightly Software, Inc.
PO Box 360717
Pittsburgh, PA 15251-6717
OR 15250-6717

TO PAY BY ACH
HSBC Bank USA, N.A.
95 Washington St. 4 South
Buffalo, NY 14203
Account #: 879026464
Routing #: 022000020

TO PAY BY WIRE
HSBC Bank USA, N.A.
452 5th Ave.
New York, NY 10018
Account #: 879026464
Fed #: 021001088
Swift #: MRMDUS33

TO PAY BY CREDIT CARD
Call 877-639-3833
(3% surcharge applies)

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

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

MEETING DATE	5/22/2023	
BILL NUMBER	R23-39	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, REAPPOINTING BECKY GRAY TO THE GRAIN VALLEY PARKS AND RECREATION BOARD FOR A THREE-YEAR TERM	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks and Recreation	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available:	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To maintain the 9 seats on the Grain Valley Parks & Recreation Board	
BACKGROUND	Grain Valley Parks & Recreation Board terms begin June 1 of each year. Terms are 3-years in length.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	Park Board Recommends Approval	
DEPARTMENT RECOMMENDATION	Staff Recommend Approval	
REFERENCE DOCUMENTS ATTACHED		

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 22, 2023

RESOLUTION NUMBER
R23-39

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
REAPPOINTING BECKY GRAY TO THE GRAIN VALLEY PARKS AND RECREATION
BOARD FOR A THREE-YEAR TERM**

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

WHEREAS, prescribed by State Statute and the Ordinances of the City of Grain Valley, the Grain Valley Parks and Recreation Board was formed; and

WHEREAS, Becky Gray is a duly qualified citizen of Grain Valley and have served on the Parks and Recreation Board for this past three year term; and

WHEREAS, Becky Gray desires to continue to serve her community by participating on the Parks and Recreation Board; and

WHEREAS, the Mayor of Grain Valley, Mike Todd, wishes to reappoint Becky Gray to the Parks and Recreation Board.

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

SECTION 1: that the Board of Aldermen of the City of Grain Valley, Missouri confirm the Mayor's reappointment of Becky Gray to the Grain Valley Parks and Recreation Board.

SECTION 2: Becky Gray shall be appointed to a term of three years as prescribed by state statute.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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

MEETING DATE	5/22/2023	
BILL NUMBER	R23-40	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE FAGAN COMPANY DBA EMCOR SERVICES FAGAN FOR HVAC PREVENTATIVE MAINTENANCE/SERVICES	
REQUESTING DEPARTMENT	Community Development Department	
PRESENTER	Mark Trosen	
FISCAL INFORMATION	Cost as recommended:	Refer to The Fagan Company DBA EMCOR Services Fagan response to RFP.
	Budget Line Item:	100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)
	Balance Available:	\$24,600 for Term and Supply contracts.
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the contract with The Fagan Company DBA EMCOR Services Fagan, Inc to provide HVAC and mechanical services on City owned buildings and equipment	

BACKGROUND	<p>Any past agreement with Mechanical Contractors will expire on the 28th of May and the City went through the RFP process to solicit bids for services starting on the 29th of May. We had five contractors submit bid proposals.</p> <p>The Fagan Company DBA EMCOR Services Fagan Helm Service Stanger Industries Lippert Mechanical Service LLC Rand Construction Company</p>
SPECIAL NOTES	Advertised as RFP no. 2023-03
ANALYSIS	All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.
PUBLIC INFORMATION PROCESS	RFP advertised in the Examiner on February 15 th , 2023 as well as notification sent to prospective bidder and posted on the City website.
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid proposal and contract

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 22, 2023

R23-40

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE
FAGAN COMPANY DBA EMCOR SERVICES FAGAN FOR HVAC PREVENTATIVE
MAINTENANCE/SERVICES**

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

WHEREAS, the Board of Aldermen adopted the 2023 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

WHEREAS, The Fagan Company DBA EMCOR Services Fagan has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, The Fagan Company DBA EMCOR Services Fagan was selected through an RFP process.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with The Fagan Company DBA EMCOR Services Fagan for HVAC and mechanical services.

PASSED and APPROVED, via voice vote, (-) this 22th Day of May, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

[R23-40]

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PART IV

SUBMISSION OF PROPOSALS

Proposals will be submitted by April 28, 2023 by 3 PM CST in the form of four (4) copies. Mark and deliver to:

**City of Grain Valley
Attention: Mike Russell Building Official
711 Main St.
Grain Valley, Missouri 64029**

Sealed Proposal –2023 HVAC Preventative Maintenance/Service

The information to be submitted shall be organized as listed below and on 8 1/2" by 11" pages with minimum 11-point font size, double sided, exclusive of front and back covers and tabs. Submissions may be spiral bound. All information should pertain to one of the categories listed and have relevance to this project.

Submit with Proposal:

1. Cover Letter, RFP Signature Page
2. Contractor Qualification Form
3. Contractor Reference Form
4. Service Fee Form
5. Execution of Proposal Form



2023
REQUEST FOR PROPOSALS FOR
HVAC PREVENTATIVE MAINTENANCE/SERVICES
RFP #2023-03

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 28, 2023

Please mark your submittal "Sealed Proposal -2023 HVAC Preventative Maintenance/Services" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name
The Fagan Company DBA EMCOR Services Fagan
Address
3125 Brinkerhoff Rd Kansas City KS 66115
City/State/Zip
913-621-4444 913-621-0170
Telephone # Fax #
showell@faganco.com
E-mail

Authorized Person (Print)
Michael Crabtree
Signature
President
Title
4/27/2023 48-0904395
Date Tax ID #
Corp
Entity Type

711 Main Street
Grain Valley, MO 64029
816.847.6200
cityofgrainvalley.org

LIFE OUTSIDE THE LINES



EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI
CITY/COUNTY OF: Kansas Wyandotte

Michael Crabtree being first duly sworn deposes,
(First Name, Last Name) President
and says they are
(The Title of Person Signing)
of The Fagan Company DBA EMCOR Services Fagan
(Name of Bidding Company)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY [Signature]
BY
BY

SWORN to before me this 27 day of APRIL 20 23.

[Signature]
(Notary Public)

NICHOLE A EVANS
Notary Public
State of Kansas
My Commission Expires 4/8/2027

My Commission Expires



FORM NO. 1

CITY OF GRAIN VALLEY, MISSOURI
HVAC SERVICES RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: The Fagan Company DBA EMCOR Services Fagan

Address: 3125 Brinkerhoff Rd Kansas City Kansas

Contact Name & Title: Samantha Howell - Director of Sales

Type of Business:
[x] : Corporation
[] : Partnership
[] : Individual
[] : Other, Explain:

How many years has your business operated without interruption? 65

How many years has your business performed commercial HVAC Services? 65

Has your business been in bankruptcy, reorganization, or receivership in the last five (5) years? If yes, explain:
No

Describe the services offered by your business.
Full Service Mechanical, HVAC Plumbing and Sheet metal

Would your business provide us with a dedicated technician, when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:
Yes, we are a Union Contractor all our certified journeyman a required to do a 5 year apprenticeship. We have a technician based out of Grain Valley.



FORM NO. 2

CITY OF GRAIN VALLEY, MISSOURI
HVAC SERVICES RFP.
CONTRACTORS QUALIFICATION FORM, CONT.

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

See attached roster

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.

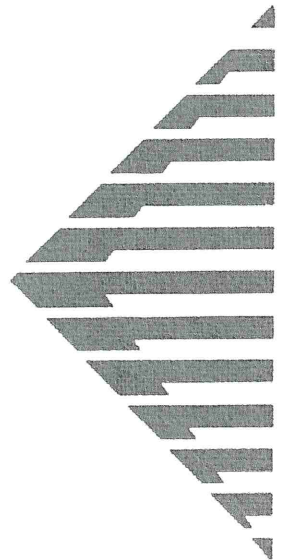
ESF Can perform all areas of scope except provide a lift for access to Hanging Unit Heaters in Public Works If they are not accessable by ladder.

PROFESSIONAL HVAC ROSTER



SUBMITTED BY:

Samantha Howell
EMCOR Services Fagan
3125 Brinkerhoff Road
Kansas City, Kansas 66115
E-mail: showell@faganco.com





MAINTENANCE PROPOSAL

Mike Crabtree, LEED AP
President/CEO

Bob Roach, LEED AP BD+C
Chief Operating Officer

**Nichole
Evans, P.E.**
*Safety
Manager*

John Hart
*Project
Manager
QA/QC*

Jared White

Kenny Rice
*Service
Coordinator*

Jim Franke
*On Site HVAC
Field
Superintendent*

*Field Crew -
Union Local
#553 Pipefitters*

Cole	Baker	Journeyman
Matt	Caswell	Journeyman
Chuck	Davis	Journeyman
Aaron	Deck	Journeyman
Jim	Franke	Journeyman/Supervisor
Bret	Gabert	Journeyman
Dane	Gonser	Journeyman
Joshua	Hall	Journeyman
Tyler	Hartman	Apprentice
Logan	Miller	Journeyman
Matt	Phillips	Apprentice
David	Powell	Apprentice
Jacob	Renner	Apprentice
Roy	Roberts	Journeyman
Chas	Rollo	Apprentice
James	Scott	Journeyman
Mike	Spellman	Journeyman
Noah	Stubbs	Apprentice
Kyle	Vallejo	Journeyman
Alex	Velarde	Apprentice
Joshua	Zuniga	Apprentice



FORM NO. 3

CITY OF GRAIN VALLEY, MISSOURI
HVAC SERVICES RFP
CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for See Attached

Business Name
Street Address
City, State & Zip
Contact Person Name & Title
Phone, fax and email
Describe Scope of Work and approx. dates of service

Business Name
Street Address
City, State & Zip
Contact Person Name & Title
Phone, fax and email
Describe Scope of Work and approx. dates of service

Business Name
Street Address
City, State & Zip
Contact Person Name & Title
Phone, fax and email
Describe Scope of Work and approx. dates of service

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

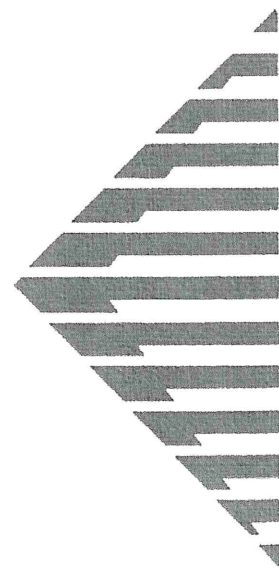
LIFE OUTSIDE THE LINES

PROFESSIONAL HVAC REFERENCES



SUBMITTED BY:

Samantha Howell
EMCOR Services Fagan
3125 Brinkerhoff Road
Kansas City, Kansas 66115
E-mail: showell@faganco.com





1. PAST PROJECTS

Project	Description
Truman Presidential Library	Major mechanical renovations including chiller replacement with new frictionless chillers, AHU replacements and controls upgrades.
University of Central Missouri	Maintenance of the mechanical/plumbing systems for entire campus
Great Wolf Lodge	Energy efficiency upgrades including replacement of heating hot water boilers for pools as well as building and domestic boilers converting from electric to high efficiency gas.
KCMO	Plumbing contract with the city including Projects, Service and Emergency Repair.
KCPS	HVAC/Plumbing Maintenance Services District Wide

2. PROFESSIONAL REFERENCES

NAME	PHONE NUMBER	EMAIL	COMPANY
Matt Kelly	913-232-4158	Matt.Kelly@cor.org	Church of the Resurrection
Jon Spence	913-971-3635	jspence@mnu.edu	MidAmerica Nazarene University
Doug Cron	913-486-2310	DougCron@kcpublicschools.org	KCMO Public Schools
Gene Russell	660-543-4331	grussell@ucmo.edu	UCM
Mike Carney	816-719-0496	mike.carney@kcmo.org	KCMO Water/Wastewater



FORM NO. 4

CITY OF GRAIN VALLEY, MISSOURI
HVAC SERVICES RFP
SERVICE FEE FORM

Spring Inspection Program	\$ 1,878.00	
Mid-Summer Inspection Program	\$ 1,878.00	
Fall Inspection Programs	\$ 1,878.00	
Mid-Winter Inspection Programs	\$ 1,878.00	
Certified Technician – Normal Hours	\$ 119.00	HR
Certified Technician – Overtime Hours	\$ 165.00	HR
Certified Technician – Emergency Call Out	Emergency Calls will be charged the Hourly Rate for when the call comes in.	
Certified Technician – Holiday Hours	\$ 228.00	HR
Helper Technician – Normal Hours (if applicable)	\$ 95.00	HR
Helper – Overtime Hours (if applicable)	\$ 142.50	HR
Helper – Emergency Call out (if applicable)	\$ N/A	HR
Helper – Holiday Hours (if applicable)	\$ N/A	HR
List any relevant mark-ups, with details (if applicable)	\$ 15%	
Other (must define)	\$	HR

Define hours for After Hours/ Overtime work:

- RT M-F 7:00am - 3:30pm
- OT M-f 3:30pm-7:00 am and Saturdays
- DT Holidays and Sundays

Define your guaranteed response time:

- Emergency Call 2 Hours
- Standard Call 4 Hours



List any exceptions or assumptions in your pricing:



FORM NO. 5

CITY OF GRAIN VALLEY
HVAC SERVICES RFP

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

[x] That this proposal was signed by an authorized representative of the business.

[x] That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

[x] That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name The Fagan Company DBA EMCOR Services Fagan

Authorized Signature [Handwritten Signature]

Date 4/27/2023 Michael Crabtree President (Print Name & Title)



Company ID Number: 1264865

**THE E. VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Fagan Company DBA EMCOR Services Fagan (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

711 Main Street
Grain Valley, MO 64029
816.847.6200
cityofgrainvalley.org

LIFE OUTSIDE THE LINES



ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by OHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and OHS whenever the representatives' contact information changes.

3. The employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Page 1 of 17 E-Verify MOU fur Employers I Revision Date 00/01113


GRAIN VALLEY™ MISSOURI

E-Verify



Company ID Number: 1264865

Approved by:

Employer The Fagan Company DBA EMCOR Services Fagan	
Name (Please type or print) Michael Crabtree	Title President
Signature 	Date 4/27/2023

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

711 Main Street
Grain Valley, MO 64029
816.847.6200
cityofgrainvalley.org

LIFE OUTSIDE THE LINES

**CITY OF GRAIN VALLEY TERM AND
SUPPLY CONTRACT FOR SERVICES**

Preventive Maintenance Services HVAC Systems

In agreement made this 29th day of May 2023, between The Fagan Company DBA EMCOR Services Fagan an entity organized and existing under the laws of the State of Kansas, with its principal office located at 3125 Brinkerhoff Rd. Kansas City, KS hereafter referred to as the **Contractor**, and The City of Grain Valley, Missouri, a 4th class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of May 29th, 2023 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I: THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2023-03 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms, and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2023-03 may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform HVAC maintenance services as prescribed in the RFP document. This contract is for services provided in a one-year period beginning May 29th, 2023 and ending May 29th, 2024. This term shall automatically extend for two additional one-year periods under the same terms and conditions. At the conclusion of the two one-year extensions the terms and conditions may be adjusted and the contract extended every two years after if agreed upon by both

parties unless one or both parties submit notice as described below to cancel the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The city will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of invoice.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and

amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

ARTICLE VI: DAMAGES

Contractor **will** promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII: RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable

federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII: TERMINATION OF AGREEMENT

With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX: WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

A. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

B. Exemption from Taxes

The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

1. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or

national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in **all** solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

C. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

D. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Grain Valley codes.

E. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Grain Valley in addition to any criminal penalties that may result from such conduct.

F. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

G. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF GRAIN VALLEY, MO.

By: _____
Ken Murphy, City Administrator

Attest: _____
Jamie Logan, City Clerk

STANGER INDUSTRIES

By: _____ Print _____ Signature
The Fagan Company DBA EMCOR
Services Fagan.

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

MEETING DATE	5/22/2023	
BILL NUMBER	R23-41	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A & A ELECTRICAL, INC. FOR ELECTRICAL SERVICE (AS NEEDED)	
REQUESTING DEPARTMENT	Community Development Department	
PRESENTER	Mark Trosen	
FISCAL INFORMATION	Cost as recommended:	Refer to A & A Electrical response to RFP.
	Budget Line Item:	100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)
	Balance Available:	\$24,600 for Term and Supply contracts.
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the contract with A & A Electrical, Inc to provide electrical services (as needed) on City owned buildings and equipment	
BACKGROUND	<p>Any past agreement with Electrical Contractors will expire on the 28th of May and the city went through the RFP process to solicit bids for services starting on the 29th of May. We had four contractors submit bid proposals.</p> <p>A&A Electrical Velocity Electric and Automations LLC S.R.S Core Enterprises Inc. Pro Circuit Inc.</p>	
SPECIAL NOTES	Advertised as RFP no. 2023-04	

ANALYSIS	All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.
PUBLIC INFORMATION PROCESS	RFP advertised in the Examiner on February 15 th , 2023 as well as notification sent to prospective bidders and posted on the City website.
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid proposal and contract.

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

January 23, 2023

R23-41

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH A &
A ELECTRICAL, INC. FOR ELECTRICAL SERVICES (AS NEEDED)**

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

WHEREAS, the Board of Aldermen adopted the 2023 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

WHEREAS, A & A Electrical, Inc. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, A & A Electrical Inc. was selected through an RFP process.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with A & A Electrical, Inc. for electrical services (as needed).

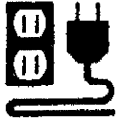
PASSED and APPROVED, via voice vote, (-) this 22nd Day of May, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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A&A ELECTRICAL, INC.

Commercial and Residential,
Licensed Insured Bonded

Haydn R. Ambrose, President
705 Squire Court
Grain Valley, MO 64029-9369

Telephone 816-847-1902
Fax 816-847-1903

admin@aaelectricalinc.com

March 23, 2023

Mike Russell, Building Official
City of Grain Valley MO
711 Main Street
Grain Valley, MO 64029

RE: RFP for Electrical Service (as needed), RFP# 2023-04

We are very pleased to submit A&A Electrical, Inc.'s proposal in response to your RFP to provide Electrical Service. The attached documents outline our proposed approach to the project and addresses the information requirements that were outlined in the RFP.

With over 28 years in existence as a Missouri Corporation, our company has the in-depth knowledge and expertise to undertake this initiative on behalf of the City of Grain Valley – and to complete it efficiently, on time and on budget. Our staff consists of a Master Electrician with over 41 years of experience, Journeymen Electricians and Electrician Apprentices, who have a proven track record of troubleshooting, service calls, and commercial electrical construction.

Our team has been employed with us from 1 year to 23 years, with our Journeymen Electricians each having over 30 years of experience. Our Apprentice Electricians are enrolled in a Dept of Labor Registered Apprentice Program. We have been located in Grain Valley since 1994, collaborating with the City of Grain Valley on many projects over the years.

We would be pleased to answer any questions you might have regarding our submission.

Thank you for the opportunity to submit our proposal for your consideration.

Respectfully,

Haydn R. Ambrose, Master Electrician
President, A&A Electrical, Inc.

LKA/lka

Encl: RFP Signature Page and Non-collusion Certification
Contractors Qualification Form
Contractor Reference Form
Service Fee Form
Execution of Proposal Form



2023
REQUEST FOR PROPOSALS FOR
ELECTRICAL SERVICE (AS NEEDED)
RFP #2023-04

The City of Grain Valley will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 28, 2023

Please mark your submittal "Sealed Proposal –2023 Electrical Service (as needed)" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name

A&A ELECTRICAL INC

Address

705 SQUIRE CT

City/State/Zip

GRAIN VALLEY MO 64029

Telephone #

816 847 1902

Fax #

NO FAX

E-mail

ADMIN@AAELECTRICALINC.COM

Authorized Person (Print)

HAYDN R AMBROSE

Signature

Title

PRESIDENT

Date

3/23/2023

Tax ID #

43-1746599

Entity Type

CORPORATION

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF: JACKSON

HAYDN R AMBROSE being first duly sworn deposes, (First Name, Last Name)

and says they are PRESIDENT (Title of Person Signing)

of A&A ELECTRICAL INC (Name of Bidding Company)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

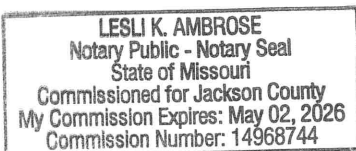
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY [Signature]

BY _____

BY _____

SWORN to before me this 23 day of MARCH 2023.



[Signature] (Notary Public)

My Commission Expires 5-2-26

711 Main Street
Grain Valley, MO 64029
816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



FORM NO. 1

CITY OF GRAIN VALLEY, MISSOURI
ELECTRICAL SERVICES (AS NEEDED) RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: A&A ELECTRICAL INC

Address: 705 SQUIRE CT, GRAIN VALLEY, MO 64029

Contact Name & Title: HAYDN R AMBROSE, PRESIDENT

Type of Business:

XX : Corporation
: Individual
: Partnership
: Other, Explain:

How many years has your business operated without interruption? 28 YEARS

How many years has your business performed commercial Electrical Services? 28 YEARS

Has your business been in bankruptcy, reorganization, or receivership in the last five (5) years? If yes, explain:

NO

Describe the services offered by your business.

TROUBLESHOOTING, SERVICE CALLS, NEW OR REMODEL CONSTRUCTION, BUCKET TRUCK WORK, LIGHTING RETROFITS, PANEL UPGRADES

Would your business provide us with a dedicated technician, when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:

YES, IF REQUIRED. ALL OF OUR EMPLOYEES HAVE EXTENSIVE EXPERIENCE AND FAMILIARITY OF ALL OF THE CITY FACILITIES



FORM NO. 3

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for A&A ELECTRICAL INC

Business Name WARD DEVELOPMENT
Street Address 1120-A NW EAGLE RIDGE BLVD
City, State & Zip GRAIN VALLEY, MO 64029
Contact Person Name & Title CHRIS ARRINGTON, PROJECT MANAGER DAVID WARD, OWNER
Phone, fax and email 816 229 8115 816 229 5012 CHRISA@STUCKERCONSTRUCTION.NET
Describe Scope of Work and approx. dates of service
NEW COMMERCIAL CONSTRUCTION, REMODEL CONSTRUCTION, TROUBLESHOOT
SERVICE CALLS
CLIENT SINCE 1999

Business Name FELDMAN'S FARM AND HOME
Street Address 1332 W KANSAS ST
City, State & Zip LIBERTY, MO 64068
Contact Person Name & Title ALAN BUCKWALTER
Phone, fax and email 816 792 0994 816 792 1360 ALAN@FELDMANS-FH.COM
Describe Scope of Work and approx. dates of service
REMODEL OF LIBERTY STORE, TROUBLESHOOTING, SERVICE CALLS FOR BLUE SPRINGS
LIBERTY AND BONNER SPRINGS STORES
CLIENTS BEFORE 2001

Business Name PATEL GROUP
Street Address PO Box 2996
City, State & Zip Grain Valley, MO 64029
Contact Person Name & Title NILESH PATEL, BROKER SOMMER CASH, OFFICE MANAGER
Phone, fax and email 816 309 7604 NILESH 816 799 9157 SOMMER CASH patelgroup@kw.com
Describe Scope of Work and approx. dates of service
SERVICE CALLS FOR RENTAL PROPERTIES, REPAIRS FOR HOME SALE INSPECTIONS
REMODEL WORK COMMERCIAL AND RESIDENTIAL
CLIENT SINCE 2016



FORM NO. 4

CITY OF GRAIN VALLEY, MISSOURI
ELECTRICAL SERVICES (AS NEEDED) RFP
SERVICE FEE FORM

Journeyman – Normal Hours	\$ 70.00	HR
Journeyman – Overtime Hours	\$ 88.00	HR
Journeyman – Emergency Call Out	\$ 98.00	HR
Journeyman – Holiday Hours	\$ 110.00	HR
Journeyman Helper – Normal Hours (if applicable)	\$ 53.00	HR
Helper – Overtime Hours (if applicable)	\$ 63.00	HR
Helper – Emergency Call out (if applicable)	\$ 68.00	HR
Helper – Holiday Hours (if applicable)	\$ 80.00	HR
List any relevant mark-ups, with details (if applicable)	\$	HR
Other (must define)	\$	HR

Define hours for After Hours/ Overtime work:

OVERTIME BEGINS WHEN WORK IN-PROGRESS EXTENDS BEYOND 3:30 PM WEEKDAYS
EMERGENCY CALLS OCCUR WEEKDAYS IF CALLED IN AFTER 3:30 PM OR ALL DAY
SATURDAY

Define your guaranteed response time:

30 MINUTES FOR EMERGENCY CALLS

List any exceptions or assumptions in your pricing:

SCHEDULED WORK ON SATURDAY OR AFTER HOURS DURING THE WEEK WOULD BE
OVERTIME RATHER THAN EMERGENCY SINCE IT IS A SCHEDULED PROJECT



FORM NO. 5

CITY OF GRAIN VALLEY
ELECTRICAL SERVICES (AS NEEDED) RFP

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

- X That this proposal was signed by an authorized representative of the business.
X That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.
X That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name A&A ELECTRICAL INC

Authorized Signature [Handwritten Signature]

Date 3/23/2023 HAYDN R AMBROSE, PRESIDENT (Print Name & Title)

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CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

Electrical Service (as needed) Contract

In agreement made this 29th day of May 2023, between A & A Electrical Inc. an entity organized and existing under the laws of the State of Missouri, with its principal office located at 705 Squire Ct Grain Valley, MO hereafter referred to as the **Contractor**, and The City of Grain Valley, Missouri, a 4th class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **May 29th**, 2023 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I: THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2023-04 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2023-04 may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Electrical services as prescribed in the RFP document. This contract is for services provided in a one-year period beginning May 29th, 2023, and ending May 29th, 2024. This term shall automatically extend for two additional one-year periods under the same terms and conditions. At the conclusion of the two one-year extensions the terms and conditions may be adjusted and the contract extended every two years after if agreed upon by both parties unless one

or both parties submit notice as described below to cancel the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of invoice.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and

amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

ARTICLE VI: DAMAGES

Contractor **will** promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII: RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable

federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII: TERMINATION OF AGREEMENT

With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX: WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

A. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

B. Exemption from Taxes

The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

1. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the

normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in **all** solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

C. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

D. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Grain Valley codes.

E. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Grain Valley in addition to any criminal penalties that may result from such conduct.

F. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

G. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain

in effect for the duration of the contract. No escalation of fees will be allowed.

ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF GRAIN VALLEY, MO.

By: _____
Ken Murphy, City Administrator

Attest: _____
Jamie Logan, City Clerk

A & A ELECTRICAL

By: _____ Print _____ Signature
A & A Electrical

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

MEETING DATE	5/22/2023	
BILL NUMBER	R23-42	
AGENDA TITLE	A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SUMMIT GENERAL CONTRACTING, LLC. FOR BUILDING MAINTENANCE (AS NEEDED)	
REQUESTING DEPARTMENT	Community Development Department	
PRESENTER	Mark Trosen	
FISCAL INFORMATION	Cost as recommended:	Refer to Summit General Contracting response to RFP.
	Budget Line Item:	100-09-76900 (60%) 200-25-76900 (10%) 210-55-76900 (6%) 600-60-76900 (12%) 600-65-76900 (12%)
	Balance Available:	\$24,600 for Term and Supply contracts.
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To approve the contract with Summit General Contracting, LLC. to provide building maintenance services (as needed) on City owned buildings and equipment	
BACKGROUND	Any past agreement with Building Maintenance Contractors will expire on the 28 th of May and the city went through the RFP process to solicit bids for services starting the 29 th of May. We had two contractors submit bid proposals. Summit General Contracting, LLC. Service Plus Mechanical Contractors, LLC.	
SPECIAL NOTES	Advertised as RFP no. 2023-05	

ANALYSIS	All submissions received were reviewed by committee and ranked based on qualifications, references, response time and cost.
PUBLIC INFORMATION PROCESS	RFP advertised in the Examiner on February 15 th , 2023 as well as notification sent to prospective bidders and posted on the City website.
BOARD OR COMMISSION RECOMMENDATION	None
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Resolution, Bid proposal and contract.

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

May 22, 2023

R23-13

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH
SUMMIT GENERAL CONTRACTING, LLC. FOR BUILDING MAINTENANCE (AS NEEDED)**

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

WHEREAS, the Board of Aldermen adopted the 2023 budget that appropriated funds for the maintenance of City facilities; and

WHEREAS, the Board of Aldermen understand the importance of maintaining City facilities; and

WHEREAS, Summit General Contracting, LLC. has the experience and resources necessary to provide the City with the desired services; and

WHEREAS, Summit General Contracting LLC. was selected through an RFP process.

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

SECTION 1: The City Administrator is hereby authorized to enter into an agreement with Summit General Contracting, LLC. for building maintenance (as needed).

PASSED and APPROVED, via voice vote, (-) this 22th Day of May, 2023.

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

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2023
REQUEST FOR PROPOSALS FOR
BUILDING MAINTENANCE (AS NEEDED)
RFP #2023-05

The City of Grain Valley and will accept sealed proposals from qualified contractors interested in providing the following:

Four (4) Signed Copies
MUST BE RECEIVED BY:
3:00 P.M. APRIL 28, 2023

Please mark your submittal "Sealed Proposal -2023 Building Maintenance (as needed)" and send it to:

City of Grain Valley
Attention: Mike Russell, Building Official
711 Main St.
Grain Valley, Missouri 64029
816-847-6226

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Form with handwritten entries: Company Name (Summit General Contracting, LLC), Authorized Person (Lucas Mathews), Address (60 NW 1531st Rd Holden, MO 64040), City/State/Zip, Telephone # (816 589 5127), Fax #, Title (owner), Date (4/25/2023), Tax ID # (46-1158133), Email (SagLLC05@gmail.com), Entity Type (LLC)

711 Main Street
Grain Valley, MO 64029
816.847.6200
cityofgrainvalley.org

LIFE OUTSIDE THE LINES



EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI
CITY/COUNTY OF: Johnson

Lucas Mathews being first duly sworn deposes,
(First Name, Last Name)

and says they are Owner
(Title of Person Signing)

of Summit General Contracting, LLC
(Name of Bidding Company)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

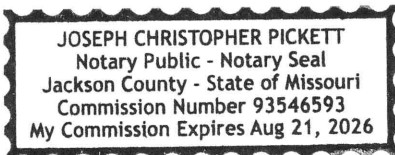
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY [Signature]

BY _____

BY _____

SWORN to before me this 26 day of April 20 27



[Signature]
(Notary Public)

My Commission Expires 8-21-26



FORM NO. 1

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: Summit General Contracting, LLC

Address: 60 Nw 1531st Rd

Contact Name & Title: Lucas Mathews Owner

Type of Business:

: Corporation

: Partnership

X : Individual

: Other, Explain:

How many years has your business operated without interruption? 12

How many years has your business performed commercial Building Maintenance Services? 10

Has your business been in bankruptcy, reorganization, or receivership in the last five (5) years? If yes, explain:

No

Describe the services offered by your business.

Building maintenance, carpentry, plumbing and drywall.

Would your business provide us with a dedicated technician, when possible, who has a minimum of three (3) years of commercial service experience and/or relevant certification? Explain:

Yes



FORM NO. 2

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP.
CONTRACTORS QUALIFICATION FORM, CONT.

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

Experience in commercial construction and remodel.
Also experienced in commercial building maintenance

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.

None



FORM NO. 4

CITY OF GRAIN VALLEY, MISSOURI
 BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
 SERVICE FEE FORM

Contractor – Normal Hours	\$ <u>75.00</u> HR
Contractor – Overtime Hours	\$ <u>112.50</u> HR
Contractor – Emergency Call Out	\$ <u>112.50</u> HR
Contractor – Holiday Hours	\$ <u>150.00</u> HR
Contractor’s Helper – Normal Hours (if applicable)	\$ HR
Helper – Overtime Hours (if applicable)	\$ HR
Helper – Emergency Call out (if applicable)	\$ HR
Helper – Holiday Hours (if applicable)	\$ HR
List any relevant mark-ups, with details (if applicable)	\$ HR
Other (must define)	\$ HR

Define hours for After Hours/ Overtime work:

Any work past 5pm and before 8am Monday-Friday
Any weekend work (Saturday or Sunday)

Define your guaranteed response time:

Will respond within 2 hours of a call.

List any exceptions or assumptions in your pricing:

Time will be figured in 15 min. increments. 2 hour
daily minimum

711 Main Street
 Grain Valley, MO 64029
 816.847.6200

cityofgrainvalley.org

LIFE OUTSIDE THE LINES



FORM NO. 3

CITY OF GRAIN VALLEY, MISSOURI
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP
CONTRACTOR REFERENCE FORM

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for Summit General Contracting, LLC

Business Name Royal Contracting
Street Address 305 Pine St
City, State & Zip Pleasant Hill, MO
Contact Person Name & Title Austin (owner)
Phone, fax and email 816 323 5621
Describe Scope of Work and approx. dates of service
Carpentry, construction + remodel

Business Name Ramsey Consulting
Street Address Crescent St
City, State & Zip Lees Summit, MO
Contact Person Name & Title Trevor Ramsey (owner)
Phone, fax and email 816 610 5522
Describe Scope of Work and approx. dates of service
Carpentry, construction + remodel

Business Name Berger Construction
Street Address W 84th Terr
City, State & Zip Prairie Village, MO
Contact Person Name & Title Todd (owner)
Phone, fax and email 913 927 9492
Describe Scope of Work and approx. dates of service
Carpentry, construction + remodel



FORM NO. 5

CITY OF GRAIN VALLEY
BUILDING MAINTENANCE SERVICES (AS NEEDED) RFP

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following Items:

- That this proposal was signed by an authorized representative of the business.
That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.
That all costs associated within the proposal submitted have been determined and included in the contractors response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name Summit General Contracting, LLC

Authorized Signature [Signature]

Date 4/25/2023 Lucas Mathews - owner (Print Name & Title)



Company ID Number: 1264865

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security {DHS) and the Summit General Contracting (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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

GRAIN VALLEY™ MISSOURI

E-Verify



Company ID Number: 1264865

Approved by:

Employer <i>Summit General Contracting, LLC</i>	
Name (Please type or print) <i>Lucas Mathews</i>	Title <i>Owner</i>
Signature <i>Lucas Mathews</i>	Date <i>4/25/2023</i>

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

711 Main Street
Grain Valley, MO 64029
816.847.6200
cityofgrainvalley.org

LIFE OUTSIDE THE LINES

CITY OF GRAIN VALLEY TERM AND SUPPLY CONTRACT FOR SERVICES

Building Maintenance (as needed) Contract

In agreement made this 29th day of May 2023, between Summit General Contracting LLC. an entity organized and existing under the laws of the State of Missouri, with its principal office located at 60 NW 1531ST RD. Holden, MO hereafter referred to as the **Contractor**, and The City of Grain Valley, Missouri, a 4th class City organized and existing under the laws of the State of Missouri, with its principal office located at 711 S Main St, Grain Valley, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of **May 29th**, 2023 and coincidental with the City Administrator signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I: THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal #2023-05 and the General Terms and Conditions in Appendix A, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents. The work as specified in Request for Proposal #2023-05 may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II: TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Building maintenance as prescribed in the RFP document. This contract is for services provided in a one-year period beginning May 29th, 2023, and ending May 29th, 2024. This term shall automatically extend for two additional one-year periods under the same terms and conditions. At the conclusion of the two one-year extensions the terms and conditions may be adjusted and the contract extended every two years after if agreed upon by both

parties unless one or both parties submit notice as described below to cancel the agreement. In multiple year contracts the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

ARTICLE III: CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor and attached as Appendix B.

ARTICLE IV: CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

Payment shall be made within thirty (30) days of receipt of invoice.

Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE V: INSURANCE AND LICENSE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix A to the Contract. Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

All policies for liability protection, bodily injury, or property damage shall include the City of Grain Valley as an additional insured as such respects operation under this contract.

Contractor agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

The Contractor is required to maintain a business license from the City.

The Contractor shall provide a completed W-9 Tax Form.

ARTICLE VI: DAMAGES

Contractor **will** promptly repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs. Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

ARTICLE VII: RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Administrator, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted

subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judiciary act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

ARTICLE VIII: TERMINATION OF AGREEMENT

With Cause - If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, facsimile or e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause - The City may terminate this agreement at any time by providing thirty (30) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX: WARRANTY

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect, or not in accordance with Appendix A.

A. Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Grain Valley, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

B. Exemption from Taxes

The City of Grain Valley is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

1. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the

normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in **all** solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

C. Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

D. Applicable Laws

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Grain Valley codes.

E. Drug/Crime Free Work Place

The Contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Grain Valley property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Grain Valley in addition to any criminal penalties that may result from such conduct.

F. Inspection

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official for the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Grain Valley.

G. No Escalation of Fees

The pricing of services contained in the contract for the selected Contractor shall remain

in effect for the duration of the contract. No escalation of fees will be allowed.

ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF GRAIN VALLEY, MO.

By: _____
Ken Murphy, City Administrator

Attest: _____
Jamie Logan, City Clerk

Summit General Contracting

By: _____ Print _____ Signature
Summit General Contracting

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Ordinances

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

MEETING DATE	05/08/2023, 05/22/2023	
BILL NUMBER	B23-15	
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING AGREEMENT FOR THE SOUTH BUCKNER-TARSNEY SHARED TRAIL	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$10,000 (2024) \$113,300 (2025)
	Budget Line Item:	200-22-78780
	Balance Available	N/A
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To approve a grant from the Missouri Department of Transportation to construct a 10-foot wide asphalt trail along Buckner-Tarsney Road from the Blue Branch Creek Trail north to Nelson Drive.	
BACKGROUND	As part of the City's 5 Year Capital Improvement Plan, this project was identified and funds were budgeted in the 2022 Budget to provide design of the project. Project is currently under design. A Transportation Alternative (TAP) Grant was applied for through the Mid-America Regional Council (MARC) to fund 80% of the construction cost with 20% of the construction cost and 100% of design and easement acquisition costs coming from Trail Improvements.	
SPECIAL NOTES	Funds would not be required for construction until grant funds are released by MoDOT in 2025. TAP 3456403	
ANALYSIS	Accepting this grant will require the City to budget approximately \$10,000 in 2024 for easement acquisition and \$113,300 for construction in 2025 or 2024 if funds become available sooner. This will leverage \$328,360 in federal grant funds. In addition, the City would be obligated to pay MARC a project fee of \$3,283.60.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	Park Board has approved this plan. BOA has appropriated funds for design and approved the 5-year CIP
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Grant Agreement

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B23-15

ORDINANCE NO.
SECOND READING
FIRST READING

May 8, 2023 (5-0)

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING
AGREEMENT FOR THE SOUTH BUCKNER-TARSNEY SHARED TRAIL**

WHEREAS, the Board of Aldermen of the City of Grain Valley is committed to providing safe, pedestrian and bicycle safety for the residents of our community; and

WHEREAS, the City of Grain Valley was awarded \$328,360 in funding for The South Buckner-Tarsney Shared Trail.

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

SECTION 1: The City Administrator is hereby authorized to enter into the Transportation Alternative Program (TAP) funding agreement with the Missouri Highways and Transportation Commission for South Buckner-Tarsney Shared Trail.

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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CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 3456403
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Grain Valley (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: along Buckner Tarsney Road in Grain Valley, MO

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words

of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

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(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% (eighty percent) not to exceed \$328,400.00 (three hundred twenty eight four hundred dollars). The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of

inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____.

Executed by the Commission on _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF GRAIN VALLEY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project

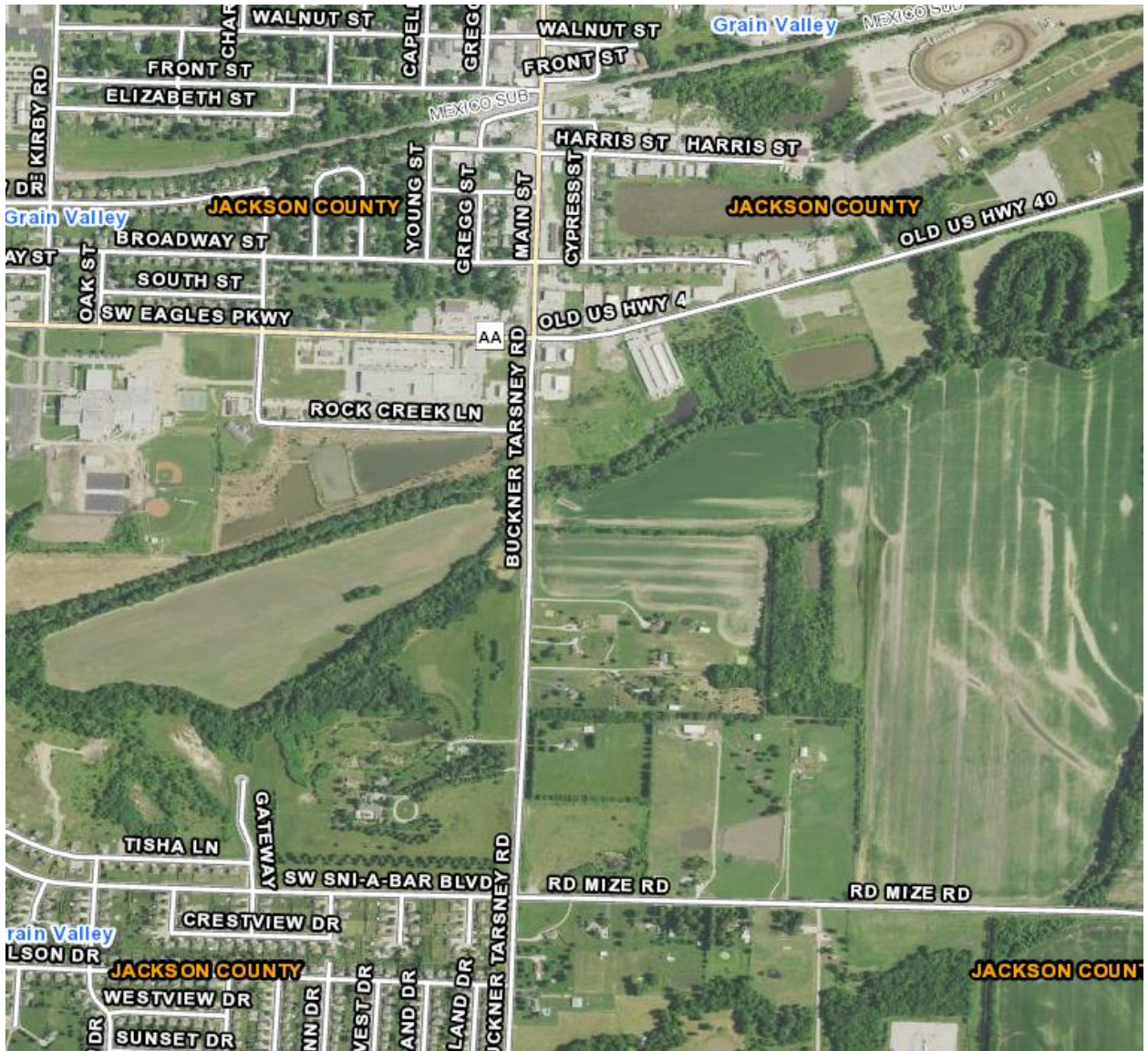


Exhibit B – Project Schedule

Project Description: TAP 3456403 South Buckner Tarsney Shared Trail

Task	Date
Date funding is made available or allocated to recipient	2/27/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	8/1/2023
Conceptual Study (if applicable)	1/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	8/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2025
Plans, Specifications & Estimate (PS&E) Approval	4/1/2025
Advertisement for Letting	5/1/2025
Bid Opening	6/1/2025
Construction Contract Award or Planning Study completed (REQUIRED)	8/31/2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

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

MEETING DATE	05/08/2023, 05/22/2023	
BILL NUMBER	B23-16	
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING AGREEMENT FOR THE EAGLES PARKWAY SHARED TRAIL	
REQUESTING DEPARTMENT	PARKS AND RECREATION	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$55,000 (2024) \$172,970 (2025)
	Budget Line Item:	200-22-78780
	Balance Available	N/A
	New Appropriation Required:	[X] Yes [] No
PURPOSE	To approve a grant from the Missouri Department of Transportation to construct a 10-foot wide, shared trail along eagles Parkway from the Blue Branch Creek Trail East to Main Street/Buckner-Tarsney Road.	
BACKGROUND	As part of the City's 5 Year Capital Improvement Plan, this project was identified with design and easement acquisition funds scheduled to be budgeted in the 2024 Fiscal Year. A Transportation Alternative (TAP) Grant was applied for through the Mid-America Regional Council (MARC) to fund 80% of the construction cost with 20% of the construction cost and 100% of design and easement acquisition costs coming from Trail Improvements.	
SPECIAL NOTES	Funds would be required for the design and easement acquisition in 2024 with construction costs to follow when grant funds are released by MoDOT in 2025. TAP 3456402	
ANALYSIS	Accepting this grant will require the City to budget approximately \$55,000 in 2024 for design and easement acquisition and \$172,970 for construction in 2025 when grant funds become available. This will leverage \$413,660 in federal grant funds. In addition, the City would be obligated to pay MARC a project fee of \$4,136.60.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	Park Board has approved this plan. BOA has approved the 5-year CIP containing this project.
DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance, Grant Agreement

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B23-16

ORDINANCE NO.
SECOND READING
FIRST READING

May 8, 2023 (5-0)

**AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY,
MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TAP FUNDING
AGREEMENT FOR THE EAGLES PARKWAY SHARED TRAIL**

WHEREAS, the Board of Alderman of the City of Grain Valley is committed to providing safe, pedestrian and bicycle safety for the residents of our community; and

WHEREAS, the City of Grain Valley was awarded \$413,660 in funding for The Eagles Parkway Shared Trail.

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

SECTION 1: The City Administrator is hereby authorized to enter into the Transportation Alternative Program (TAP) funding agreement with the Missouri Highways and Transportation Commission for Eagles Parkway Shared Trail.

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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CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 3456402
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Grain Valley (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: in Grain Valley along SW Eagle's Parkway (Route AA).

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments

made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's Kansas City District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF

2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on_____.

Executed by the Commission on_____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF GRAIN VALLEY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project

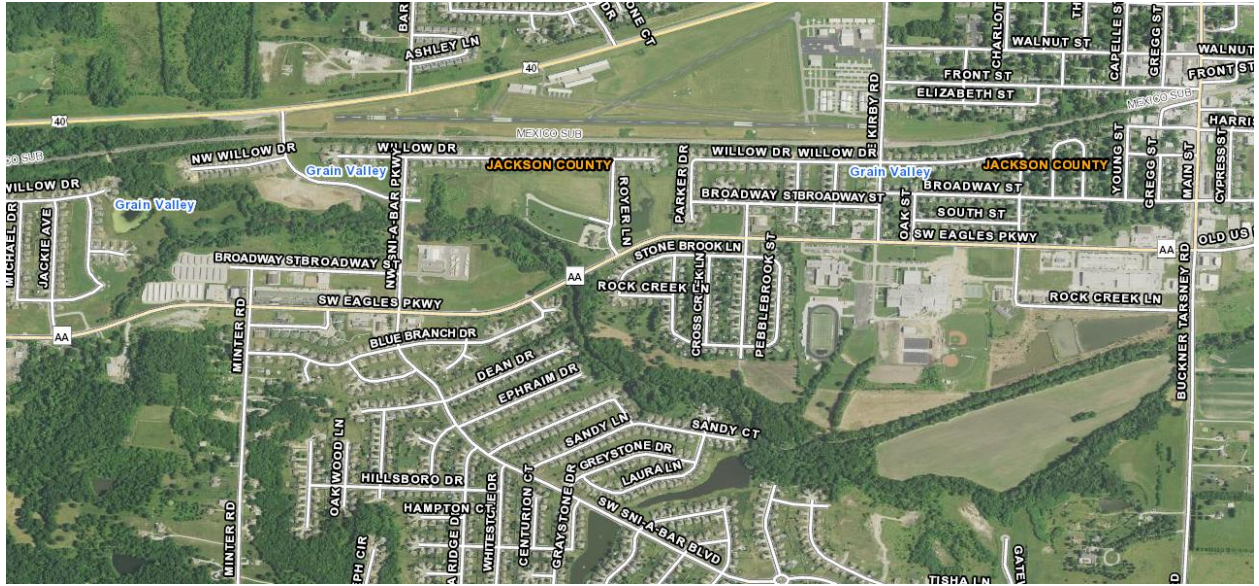


Exhibit B – Project Schedule

Project Description: TAP 3456402 Eagle’s Parkway (Rt AA) shared trail

Task	Date
Date funding is made available or allocated to recipient	2/27/2023
Solicitation for Professional Engineering Services (advertised)	5/1/2023
Engineering Services Contract Approved	8/1/2023
Conceptual Study (if applicable)	1/1/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	5/1/2024
Plans, Specifications & Estimate (PS&E) Submittal	11/1/2024
Plans, Specifications & Estimate (PS&E) Approval	3/1/2024
Advertisement for Letting	4/1/2025
Bid Opening	6/1/2025
Construction Contract Award or Planning Study completed (REQUIRED)	8/31/2025

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

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

MEETING DATE	05/08/2023, 05/22/2023	
BILL NUMBER	B23-17	
AGENDA TITLE	AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2023 BUDGET TO ALLOCATE FUNDING FROM PARK FUND RESERVES FOR THE TRANSPORTATION PROJECT FEES RELATED TO THE T.A.P. FUNDING AWARD FOR THE BUCKNER-TARSNEY AND SW EAGLES PARKWAY SHARED-USE TRAIL PROJECTS	
REQUESTING DEPARTMENT	Parks and Recreation	
PRESENTER	Shannon Davies, Director of Parks & Recreation	
FISCAL INFORMATION	Cost as recommended:	\$7,420.20
	Budget Line Item:	Allocation from Reserves to Line Item: 200-22-78780
	Balance Available:	\$0.00
	New Appropriation Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To fulfill the requirements from MARC for the T.A.P. Award the City received for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects.	
BACKGROUND	The City received notice of award for T.A.P. funds earlier this year for two trail projects: Buckner-Tarsney Road Shared Trail=\$413,660 and SW Eagles Parkway Shared Trail=\$328,360 totaling \$7420,020 in project award funds. MARC requires a 1% project fee paid upfront, which equals \$7,420.20	
SPECIAL NOTES	The City did not budget for this during 2023 budget planning because at that time, we were not sure if any of our projects were going to be awarded any T.A.P. funds.	
ANALYSIS	N/A	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Ordinance with Transportation Project Fee Letter and Invoice

CITY OF
GRAIN VALLEY

STATE OF
MISSOURI

BILL NO. B23-17

ORDINANCE NO.
SECOND READING
FIRST READING

May 8, 2023 (5-0)

AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF GRAIN VALLEY, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE 2023 BUDGET TO ALLOCATE FUNDING FROM PARK FUND RESERVES FOR THE TRANSPORTATION PROJECT FEES RELATED TO THE T.A.P. FUNDING AWARD FOR THE BUCKNER-TARSNEY AND SW EAGLES PARKWAY SHARED-USE TRAIL PROJECTS

WHEREAS, the Board of Aldermen of the City of Grain Valley adopted the Fiscal Year 2023 budget on November 28, 2022; and

WHEREAS, the Fiscal Year 2023 budget estimates the year’s revenues and expenditures; and

WHEREAS, any transportation project fees were an unknown at that time and unbudgeted for the 2023 fiscal year; and

WHEREAS, the 2023 budget needs to be amended to allocate funds for transportation projects fees pertaining to these two T.A.P. funded trail projects.

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

SECTION 1: The City Administrator is hereby authorized to amend the 2023 budget to allocate funding from park reserves for the transportation project fees related to the T.A.P. funding award for the Buckner-Tarsney and SW Eagles Parkway shared-use trail projects.

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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600 Broadway, Suite 200
Kansas City, Missouri 64105-1659

816-474-4240
816-421-7758 FAX
marcinfo@marc.org
www.marc.org



March 15, 2023

Ken Murphy
City Administrator
City of Grain Valley, Missouri
711 Main Street
Grain Valley, MO 64029

Dear Mr. Murphy:

Congratulations on your awards of federal transportation funds through the regional planning and investment programs coordinated by the Mid-America Regional Council. We look forward to working with you to implement the following projects awarded in 2022:

Project Name	Source	Amount
Eagles Parkway (Rt. AA) Shared Trail	TA-MO	\$413,660
South Buckner Tarsney Shared Trail	TA-MO	\$328,360
Total Funding		\$742,020

As you know, in 2020 the MARC Board of Directors approved an update to the *MARC Transportation Program Local Match Policy and Strategy* that increased the project fee that provides a portion of the non-federal funds required to match federal funds that support regional transportation planning and investment programs. This project fee is 1.0% of the federal transportation funds awarded through MARC's committee process. Applying this fee to the projects above results in an amount of \$7,420.20 that will be due to MARC in 2023, as reflected in the attached invoice. Your prompt attention to and payment of this invoice would be greatly appreciated.

If you have any questions regarding this letter and invoice, please contact me at (816) 474-4240 or rona@marc.org.

Thank you for your continued support of the region's transportation planning efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Achelpohl", written in a cursive style.

Ronald B. Achelpohl, PE
Director of Transportation & Environment

Attachment

Cc: Mark Trosen
Dick Tuttle

Chair
Carson Ross
Mayor
Blue Springs,
Missouri

1st Vice Chair
Janeé Hanzlick
Commissioner
Johnson County,
Kansas

2nd Vice Chair
Beto Lopez
Mayor Pro Tem
Lee's Summit,
Missouri

Treasurer
Damien Boley
Mayor
Smithville,
Missouri

Secretary
Holly Grummert
Councilmember
Overland Park,
Kansas

Executive Director
David A. Warm



Remit To:
 600 Broadway Suite 200
 Kansas City, MO 64105-1659
 Phone: (816) 474-4240
 Fax: (816) 421-7758

Invoice	D-I-0004536
Date	2/28/2023
Grant No.	12500
Page	1

Bill To:

City of Grain Valley

 711 Main Street
 Grain Valley MO 64029

Return one copy with payment.

Purchase Order No.	Customer ID	MARC Contact	Payment Terms	Master No.
	GRAINVALLOCALDUE		Due on Receipt	19,563
Item Number	Description			Ext. Price
12500	Transportation Project Fees			\$7,420.20
			Subtotal	\$7,420.20
			Misc	\$0.00
			Total	\$7,420.20

COPY

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

MEETING DATE	05/08/2023, 05/23/2023	
BILL NUMBER	B23-18	
AGENDA TITLE	AN ORDINANCE AMENDING TRAFFIC CODE SCHEDULE II STOP INTERSECTIONS OF THE CITY OF GRAIN MUNICIPAL CODE	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT	
PRESENTER	Mark Trosen, Community Development Director	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	210-55-73740
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To add stop sign locations to the Code of Ordinances.	
BACKGROUND	Section 350.010 grants authority to the City Engineer to install traffic control devices. These devices include stop signs.	
SPECIAL NOTES		
ANALYSIS	The stop signs included in this ordinance are for four way stops at 2 intersections. Traffic studies were completed for the Rosewood Drive/Hedgewood Drive intersection and the Rosewood Drive/Lindenwood Drive. Both studies indicate that a 4 way stop is warranted for these intersections.	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	

DEPARTMENT RECOMMENDATION	Staff Recommends Approval
REFERENCE DOCUMENTS ATTACHED	Proposed Ordinance and 2 traffic studies

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B23-18

ORDINANCE NO. _____
SECOND READING _____
FIRST READING _____

May 8, 2023 (5-0)

AN ORDINANCE AMENDING TRAFFIC CODE SCHEDULE II STOP INTERSECTIONS OF THE CITY OF GRAIN VALLEY MUNICIPAL CODE

WHEREAS, the City of Grain Valley, Missouri, through its Code of Ordinances has the authority to erect signs giving notice to drivers to stop at intersections before at locations specified within the corporate limits; and

WHEREAS, according to Section 315.010 the City Engineer has authority to install traffic control devices; and

WHEREAS, the Mayor and the Board of Aldermen have reviewed this change and deemed it to be in the best interest of the City.

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

SECTION 1: The Traffic Code Schedule II Stop Intersections of the City of Grain Valley Municipal Code is hereby amended to include the following:

Stop On

At

Rosewood Drive NW
Hedgewood Drive NW

Lindenwood Drive NW (4way)
Rosewood Drive NW (4 way)

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

ALDERMAN ARNOLD _____
ALDERMAN CLEAVER _____
ALDERMAN MILLS _____

ALDERMAN BRAY _____
ALDERMAN KNOX _____
ALDERMAN SKINNER _____

Mayor _____ (in the event of a tie only)

Approved as to form:

Lauber Municipal Law
City Attorney

Mike Todd
Mayor

ATTEST:

Jamie Logan
City Clerk

Traffic Study Conducted at
Rosewood Drive and Hedgewood Drive
For a 4-Way Stop Intersection
May 5, 2023

Background:

The intersection of Rosewood Drive and Hedgewood Drive is located in Rosewood Hills Subdivision 6th Plat. Rosewood Drive is classified as a residential collector, while Hedgewood Drive is classified as a residential access street but currently acts as a residential collector. The intersection has been controlled with stop sign on Rosewood drive only. The speed limit for both roads is 25 miles per hour (mph).

The City of Grain Valley has received requests for a four way stop at the intersection due to the speed of vehicles on both streets, a tendency for traffic to run the stop sign on Rosewood Drive and the high pedestrian traffic at the intersection.

Data Collection:

Traffic counts and video observations were collected by City staff from April 8, 2023 through April 14, 2023, pedestrian traffic and turning movements were counted for peak AM and Peak PM hours. The results of these studies indicate that peak hour traffic volume for Rosewood Drive averages 54 vehicles per hour. During the same time period the average number of vehicles per hour on Hedgewood Drive was 61.

Site Distance was measured from as-built drawings and in the field for this intersection. The shortest sight distance measured for vehicles entering the intersection on Rosewood Drive as seen from Hedgewood Drive was 600 feet. This distance measured for vehicles entering Rosewood from Hedgewood Drive was 400 feet.

Standards:

The standards for placing traffic control devices are established by the Federal Highway Administration in the Manual of Uniform Traffic Devices. The manual was last published in 2009 with amendments added in 2012. Chapter 2b. Regulatory Signs, Barricades, and Gates addresses the application of signs. Section 2B.04 addresses Right-of-Way at Intersections. According to this section the use of yield or stop signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle and pedestrian traffic volume entering the intersection from all approaches averages more than 2,000 units per day.
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with normal right of way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve failure to yield the right-of-way at the intersection under normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a two-year period.

This section also states that “Yield or stop signs should not be used for speed control.”

Section 2B.07 addresses the use of Multi-Way Stop Applications as requested in this case. Section 2B.07 states that “The restrictions on the use of stop signs described in Section 2B.04 apply to multi-way stop applications.

The following criteria should be considered in the engineering study for a multi-way stop sign installation:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right angle collisions.
- C. Minimum volumes:
 1. The vehicular volume entering from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 3. If the 85th percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the values provide in items 1 and 2.
- D. Where no single criterion is satisfied, but Criteria B, C.1 and C.2 are all satisfied to 80% of the minimum values. Criterion C.3 is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- A. The need to control left turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way stop control would improve traffic operational characteristics of the intersection.

Analysis:

The following is the analysis of the criteria and the data collected.

- *The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day. Based on the traffic counts collected by the engineering staff on April 7, 2023 through approximately 1,080 vehicles per day can be anticipated. Therefore a 4-way stop would not be warranted.*

- *The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with normal right of way rule if such stopping or yielding is necessary; **Sight distance was field measured. The minimum distance measured was 400 feet. For a 25 mph speed limit the most restrictive distance is 280 feet for traffic traveling west on Hedgewood. Therefore a 4-way stop would not be warranted.***
- *Crash records indicate that five or more crashes that involve failure to yield the right-of-way at the intersection under normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a two-year period. **A records search indicated that no crashes have been recorded at this intersection. Therefore, this criteria does not apply.***
- *Where traffic control signals are justified, the multi-way stop is an interim measure for the installation of the traffic control signal. **Since no signal is contemplated at this intersection, this criteria does not apply.***
- *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashed include right-turn and left-turn collisions as well as right angle collisions. **A records search indicates that no crashes have been recorded at this intersection, so this criteria does not apply.***
- *The vehicular volume entering from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; **The average hourly volume recorded plus anticipated traffic during both the morning and evening peak hours was 52 vehicles per hour, so this criteria does not apply.***
- *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; **Combined traffic measured for the minor street was 43 vehicles per hour, so this criteria does not apply.***
- *If the 85th percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70% of the values provide in items 1 and 2. **The maximum speed recorded for Rosewood was 30 mph and the 85th percentile was 28 mph, so this criteria does not apply. The maximum speed recorded on Hedgewood was 37 with the 85th percentile speed being 28 miles per hour, so this criteria does not apply.***

Optional Criteria:

- *The need to control left turn conflicts; **No left turn conflicts were currently observed.***
- *The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes; **No high pedestrian generator is located in the area, however, high pedestrian traffic was observed which can cause conflicts especially with children on bicycles.***
- *Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; **Sight distance is sufficient in all directions for the posted 25 mph speed limit and 85th percentile speed. However, the existing stop sign is on Rosewood which is frequently ignored or not observed, which could cause conflicts with traffic on Hedgewood.***
- *An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way stop control would improve traffic operational*

characteristics of the intersection. **Although Hedgewood is not a residential collector street, it operates as one. Traffic volume on both streets is approximately the same. In addition, peak hour traffic volume is almost identical, so the criteria should apply.**

Conclusions and Recommendations:

The intersection currently doesn't meet most of the requirements for a 4-way stop, however, it does meet the last criteria where traffic volumes are very near the same for both roadways and there is also high pedestrian traffic at the intersection. The criteria to see conflicting traffic, as drivers may not anticipate the need to stop on Rosewood at this intersection, can cause conflicts as observed. Based on these criteria, I recommend the installation of a 4-way stop intersection. In addition, I also recommend that increased enforcement or monitoring be added due to the high numbers of vehicles viewed running the existing stop sign and near misses observed.

Study Prepared by:

A handwritten signature in blue ink that reads "Richard J. Tuttle". The signature is written in a cursive style with a large, prominent initial "R".

Richard J. Tuttle, P.E.
City Engineer

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

MEETING DATE	05/22/2023	
BILL NUMBER	B23-19	
AGENDA TITLE	AN ORDINANCE ESTABLISHING A NEW CHAPTER OF THE GRAIN VALLEY MUNICIPAL CODE OF ORDINANCES, CHAPTER 145, PUBLIC RECORD REQUEST POLICY AND PROCEDURES	
REQUESTING DEPARTMENT	ADMINISTRATION	
PRESENTER	KEN MURPHY, CITY ADMINISTRATOR	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To establish a custodian of records and records request procedure for the City of Grain Valley	
BACKGROUND	The City of Grain Valley continues to improve on transparency with open records requests received by the public. The policy is to establish consistency in the way records requests are received and handled. The policy is proposed in compliance with the Missouri Sunshine Law 640.010 to 610.200.	
SPECIAL NOTES	None	
ANALYSIS	None	
PUBLIC INFORMATION PROCESS	N/A	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval	

REFERENCE DOCUMENTS ATTACHED	Ordinance, Policy
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**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B23-19

ORDINANCE NO.
SECOND READING
FIRST READING

**AN ORDINANCE ESTABLISHING A NEW CHAPTER OF THE GRAIN VALLEY MUNICIPAL
CODE OF ORDINANCES, CHAPTER 145, PUBLIC RECORD REQUEST POLICY
AND PROCEDURES**

WHEREAS, The City of Grain Valley desires to conduct its business in a public fashion and to advise all citizens of the community of meetings of the Board of Aldermen and all committees thereof; and

WHEREAS, records of the City are records that belong to the citizens, and as a general matter should be available to the public as a matter of course; and

WHEREAS, there are occasionally reasons that some meetings and some records need to be closed to the public,

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

Public Record Request Policy and Procedure

SECTION 1: Custodian of Records Designated.

The City Clerk is hereby designated as the “custodian of records” for the City of Grain Valley. Such designation does not mean the City Clerk will necessarily have all of the records in his or her possession, but simply is an indication to whom requests for copies of records and information regarding the City government shall be directed. Per the Missouri Sunshine Law, Chapter 610 of the state statutes, the Custodian of Records will respond to any records requests by either providing the requested records, informing the requestor that the records sought are closed with a citation of the provision for closure or explaining the cause of the delay with an estimation of when the records will be provided. The response will be sent within three business days of the receipt of the request; the three-day time period does not begin until the Custodian of Records is in direct receipt of the request. For example, if the Custodian of Records is out of the office a request will not be considered received until he/she is back at work. Requests for records made to persons other than the Custodian of Records shall be directed to the Custodian of Records in a timely manner, so that a response may be made to the request. If the person receiving the request is out of the office but receives a records request (ex: via email), then the person shall direct the request for records to the Custodian of Records upon their return to the office.

The Police Department of the City shall maintain records of all police-related records. The Police Operations Manager shall be the custodian of police records subject to

oversight from the City Clerk. All incident reports and arrest reports shall be open records; however certain information may need to be redacted from reports occasionally pursuant to RSMO 610. Notwithstanding any other provision of the law, investigative reports of the Police Department are closed records until the investigation becomes inactive. If any person is arrested and not charged with an offense against the law within 30 days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed. Please refer to the Comprehensive Fee Schedule for police related records fees.

SECTION 2: How Records are Requested.

Requesters are encouraged to submit requests for records in writing. Oral requests, if received by the City Clerk, shall be immediately recorded in written form to document the same. All requests for records, whether submitted by a requester in writing or orally, shall ultimately be documented in writing using the records request form prescribed by the City of Grain Valley.

SECTION 3: Response Desired to be Noted on the Request.

The requesting party shall indicate on the request the manner in which a response is desired. In the absence of instructions to the contrary, it will be assumed the requesting party wants to receive a response in the same form as the original request. Example: If someone mails a records request, it will be assumed a mailed response is required.

SECTION 4: Response Within 3 Business Days.

The custodian of records shall respond to the request within 3 business days of its receipt by said custodian. A "business day" is a day when City Hall is open for the conduct of City business during its normal business hours. While it is desirable that an entire transaction be completed within 3 business days, there may be circumstances where clarification or explanation of the request is necessary, or where it may be necessary to provide only part of the requested information additional searches are completed. If records contain open and closed information, closed information should be redacted.

The Custodian of Records ensures that, within 3 business days from receipt of the request, one of the following occurs:

- 1) The requester receives copies of the record, as requested;
- 2) If the City of Grain Valley does not have legal custody of the record, written notice of that fact along with the name of the entity that has legal custody of the record, if known, is provided to the requestor;
- 3) If the record has been destroyed pursuant to the City's records retention schedule, written notice of that fact is provided;
- 4) If the City is unable to fulfill the request within the 3 days, written notice of that fact and date that the record will be available is provided;

- 5) If the request is denied, written notice with citation to the specific statute or other legal authority making the record confidential is provided;

Upon receipt of all responsive documents, the Custodian of Records determines what is closed. Any questionable documents should be provided to the City Attorney for review.

Copies of the request and response to same shall be kept by the Custodian of Record.

SECTION 5: Request for Searches Including Extraordinary Requests.

Records requests including “all documents” or “every document” of a particular sort involves the city to review every record to certify “all” or “every” document has been searched or require significant use of personnel or resources to produce would be designated as an *Extraordinary Public Record Request*. Such searches are expensive. As a general rule, the Custodian of Records is not expected to engage in extensive searches or compilations. Any search request requiring more than 15 minutes of staff time will be refused without an advance deposit for the estimated time required to search for the records.

- 1) Such request may apply to more than one staff member or department
- 2) The requestor will be advised of the cost and payment in full is required before City staff will process the request
- 3) The amount deposited by the requestor shall include the estimated staff time to retrieve or reproduce the record(s) and the actual copies.
- 4) The criteria listed are guidelines which may be expanded depending on the circumstances of the request
- 5) Fees may be imposed in accordance with RSMO 610.

SECTION 6: Fees.

Fees for search, retrieval, and copying of City Records shall be:

- 1) For a search of 15 minutes or less, there is no retrieval fee
- 2) For a search and retrieval of documents requiring more than 15 minutes shall be charged in intervals of 15 minutes of time will include a copying fee of \$.10 per sheet of paper not to exceed 9x14inches, plus the hourly wage fee for the City Staff member to duplicate the records that would result in the lowest amount of charges. The City shall receive payment prior to the duplication or search of documents.
- 3) For copies that must be made elsewhere or using other equipment available at City Hall, the actual charges imposed for making the copies (including any taxes imposed) will also be charged.

SECTION 7: Closed Records.

All records of the City which are permitted to be closed records by reason of the Sunshine Law, or by any other Missouri Statute or regulation shall be maintained as a closed record. No such closed record shall be released to any person who is not part of the City government except those that are reasonably necessary to prepare an audit report requested by the City and the City’s attorney is able to see such records as are reasonably necessary to represent the City. Requests that closed records be open to

public inspection will be considered on a case-by-case basis by the City's Board of Aldermen.

SECTION 8: Public Notice Board.

The Custodian of Records shall establish a fixed place where all public notices and agendas will be posted. This should be in a place accessible to members of the public at all times. The notice board is located in the City Hall vestibule on the digital notice board and notices are also posted to the City's website.

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**

MEETING DATE	5/22/2023	
BILL NUMBER	B23-20	
AGENDA TITLE	AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY THAT IS CONTIGUOUS AND COMPACT TO THE EXISTING CITY LIMITS OF GRAIN VALLEY, MISSOURI FOR GRAIN VALLEY SAFETY STORAGE LLC.	
REQUESTING DEPARTMENT	COMMUNITY DEVELOPMENT DEPARTMENT	
PRESENTER	MARK TROSEN, DIRECTOR	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PURPOSE	To voluntary annex property into the corporate limits of the city pursuant to Section 71.012 RSMo.	
BACKGROUND	Property owner is requesting annexation for the availability of city utilities.	
SPECIAL NOTES	N/A	
ANALYSIS	The City sewer is available and runs through the property on the west side. The 12-inch water main would need to be extended either south or north to the property. Please refer to Utility Map Locations	
PUBLIC INFORMATION PROCESS	Public Notice was advertised on May 12, 2023, in the Examiner Newspaper. Notification was provided in writing to surrounding property owners and political subdivisions. A sign was posted on the property.	
BOARD OR COMMISSION RECOMMENDATION	N/A	
DEPARTMENT RECOMMENDATION	Staff Recommends Approval.	

**REFERENCE DOCUMENTS
ATTACHED**

Ordinance, Petition filed by Grain Valley Safety Storage
LLC (David Ward), Annexation Exhibit, Utility Map
Locations

**CITY OF
GRAIN VALLEY**

**STATE OF
MISSOURI**

BILL NO. B23-20

ORDINANCE NO.
SECOND READING
FIRST READING

**AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY THAT IS CONTIGUOUS AND
COMPACT TO THE EXISTING CITY LIMITS OF GRAIN VALLEY, MISSOURI FOR GRAIN
VALLEY SAFETY STORAGE LLC**

WHEREAS, on May 8, 2023, a verified petition signed by David Ward on behalf of Grain Valley Safety Storage LLC, the owner of the real estate hereinafter described requesting annexation of said territory into the City of Grain Valley, Missouri, was filed with the City; and

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Grain Valley, Missouri; and

WHEREAS, a public hearing concerning said matter was held at the Grain Valley City Hall in Grain Valley, Missouri, at the hour of 7:00 p.m. on May 22, 2023; and

WHEREAS, notice of said Public Hearing was given by publication of notice thereof, on May 12, 2023 in the Examiner, a daily newspaper of general circulation in the County of Jackson, State of Missouri; and

WHEREAS, a letter was sent to surrounding property owners and interested parties as well as a sign was posted on the property regarding the public hearing; and

WHEREAS, at said Public Hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Grain Valley, Missouri within fourteen days after the public hearing; and

WHEREAS, the Board of Aldermen of the City of Grain Valley, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the city; and

WHEREAS, the Developer/Owner is responsible to extend City services into this area; and

WHEREAS, the Developer/Owner is responsible for all fees associated with developing this area.

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

SECTION I: Pursuant to the provision of Section 71.012 RSMo 1978, the following described real estate is hereby annexed into the City of Grain Valley, Missouri, to wit:

Grain Valley Safety Storage, LLC – 4502 S Buckner Tarsney Road.

Tax Parcel ID – 37-520-02-12-00-0-00-000 – This tract is generally located ¼ mile south of Duncan Road on the west side of Buckner Tarsney Road and is legally described as part of the southwest quarter of the northwest quarter of Section 26, Township 49N, Range 30W, described as follows: Beginning at the northeast corner of the southwest quarter of the northwest quarter of said Section 26; thence south 130 feet; thence west 670.15 feet; thence north 130 feet to the north line of said quarter quarter section; thence east 670.15 feet to the point of beginning, except that part in roads, all in Jackson County, Missouri.

SECTION II: The boundaries of the City of Grain Valley, Missouri, hereby are altered to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits.

SECTION III: The City Clerk of the City of Grain Valley hereby is ordered to cause three certified copies of this Ordinance to be filed with the Jackson County Clerk.

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

Read two times and PASSED by the Board of Aldermen this ____ day of _____, 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

**PETITION FOR VOLUNTARY ANNEXATION OF PROPERTY
TO THE CITY OF GRAIN VALLEY, MISSOURI**

We, the undersigned, (hereinafter referred to as "Petitioners") submit this petition for annexation of real property to the Board of Aldermen of the City of Grain Valley in accordance with Section 71.012 of the Revised Statutes of Missouri, as amended, and state and allege as follows:

1. That the Petitioners are the owner of all fee interests of record of real estate in Jackson County, Missouri, described as follows:

ATTACHED AS EXHIBIT A


2. That the said real estate is not now a part of any incorporated municipality.


3. That the said real estate is contiguous and compact to the existing corporate limits of the City of Grain Valley, Missouri.

4. That the Petitioners request that the said real estate be annexed and included within the corporate limits of the City of Grain Valley, Missouri, as authorized by the provisions of Section 71.012 of the Revised Statutes of Missouri, as amended.

5. That the Petitioners request the Board of Aldermen of the City of Grain Valley, Missouri, to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Grain Valley to include the above-described real estate.

Dated this 4th day of May, 2023.


Name/Signature


Name/Signature

VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

COMES NOW Daniel, being of lawful age and after being duly sworn upon his oath, deposes and states that he is the Petitioner who signed the foregoing Petition for Voluntary Annexation of Property to the City of Grain Valley, Missouri, that he has read said foregoing Petition, and that the facts and matters stated in said foregoing Petition are true and correct according to his best knowledge, information, and belief.

Date: May 4 2023.

[Signature]
Name/Signature

SUBSCRIBED and SWORN to before me the undersigned, a Notary Public of Jackson County, Missouri where I am commissioned, this 4th day of May, 2023 by the above named 2023, known to me to be the person who executed the above petition and verification.

(SEAL)

Tresa Thornhill
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: 06/11/2024
ID. #12334689

[Signature]
Notary Public
State of Missouri, Commissioned
in Jackson County

My commission expires: 06/11/2024

EXHIBIT A

Legal Description

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 49, RANGE 30, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 130 FEET; THENCE WEST 670.15 FEET; THENCE NORTH 130 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE EAST 670.15 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN ROADS, ALL IN JACKSON COUNTY, MISSOURI.

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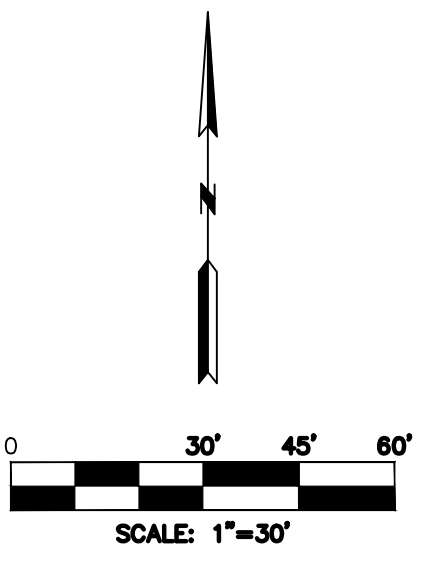
Michael L & Nancy L Helt
 9.97 acres
 Existing Zoning: Ag
 Within Grain Valley City Limits

Arthur Neil Majors
 9.21 acres
 Existing Zoning: C1
 Within Grain Valley City Limits

Grain Valley Safety Storage, LLC
 1.89 acres
 Proposed Zoning: Ag

Travis D & Kerri A Dietz
 7.63 acres
 Existing Zoning: Ag
 Within Grain Valley City Limits

David L & Sandra L Ward
 6.45 acres
 Existing Zoning: Ag
 Within Grain Valley City Limits



BB

Buckner Tarsney Rd

BB

DATE	REVISION	NO.	BY	CHKD/P

gconsult
Inc
 engineers
 planners

11010 Haskell Street, Suite 210, Kansas City, Kansas 66109
 CORPORATE LICENSE No. E201000573 (MO.) / E-1736 (KS.)

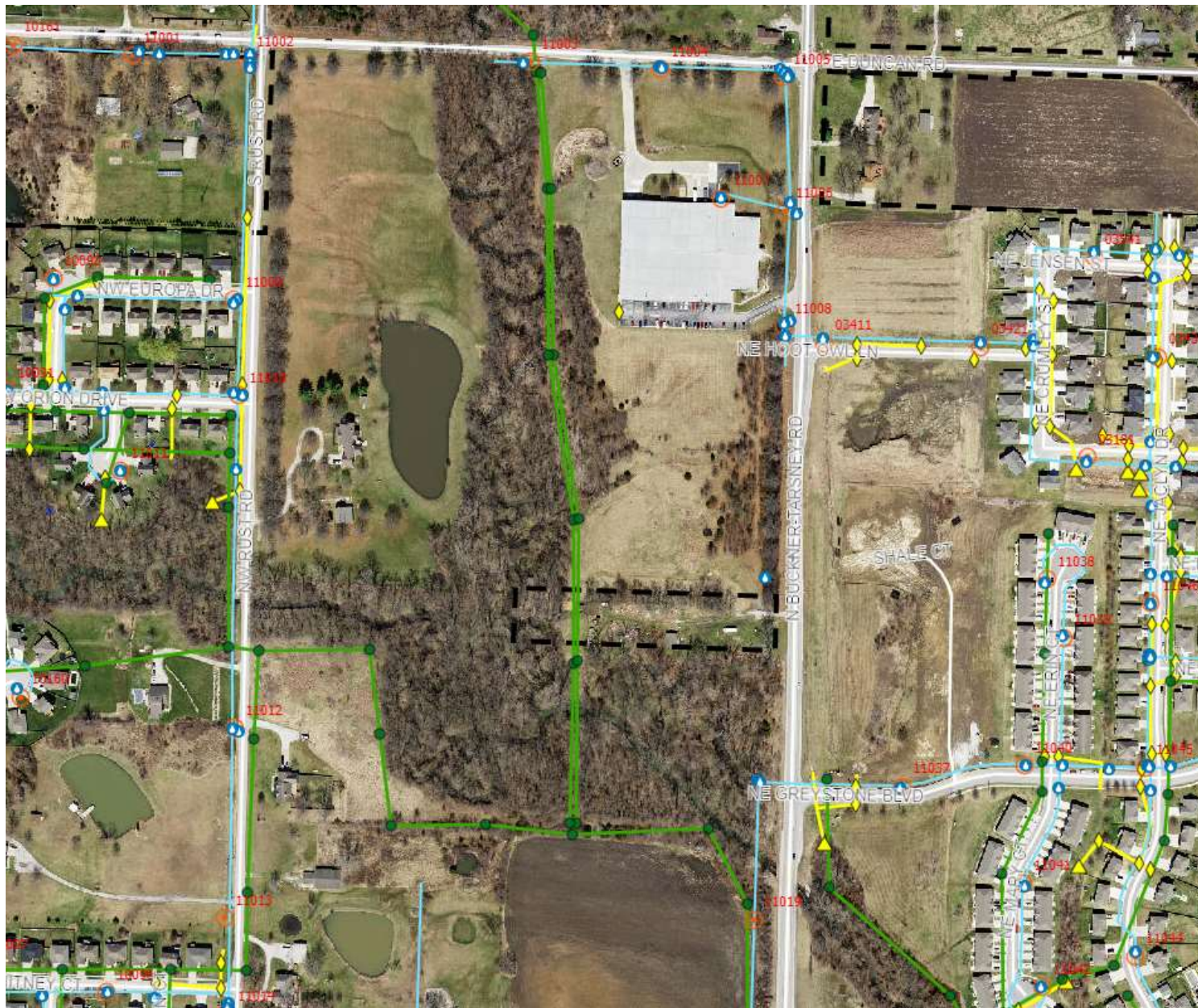
ANNEXATION EXHIBIT
 GREYSTONE CROSSINGS
 CITY OF GRAIN VALLEY, JACKSON COUNTY, MISSOURI

X-REF. NO. 23-011 Base	1	SHEET OF	1
DRAWING NO. 23-011 Base			
DATE May 3, 2023			
JOB NO. 23-011			

IF THIS IS NOT A BLUE INK SEAL AND THE SIGNATURE IN BLUE INK, THE PLAN IS A COPY AND MAY CONTAIN UNAUTHORIZED ALTERATIONS. THE CERTIFICATION CONTAINED ON THIS DOCUMENT SHALL NOT APPLY TO ANY COPIES.

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Utility Map Locations – Grain Valley Safety Storage LLC Annexation



Green Line is Sewer

Blue Line is Water

Yellow Line is Storm Sewer

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